



**BOARD OF MANAGERS  
Regular Meeting  
Tuesday, July 1, 2025 at 12:00 PM**

**AGENDA**

**1. WELCOME**

**2. ROLL CALL OF MEMBERS**

- \_\_\_ Belinda Flores, Chairman
- \_\_\_ Vishnu V. Reddy, Vice Chair
- \_\_\_ Sylvia Tryon Oliver
- \_\_\_ Mariana Garza
- \_\_\_ Efrain Guerrero, Jr.
- \_\_\_ Georgia Neblett
- \_\_\_ Karen O'Connor Urban

**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. REGULAR SESSION

**A. PUBLIC COMMENT** - This section provides the public the opportunity to address the Board on any issues within its authority. 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. The presiding officer may, if he/she deems it necessary, limit both the number of commenters and the time allotted to each commenter. Under the law, the Board may only take action on items specifically listed on the agenda. Subject matter presented which is not part of the agenda will be referred to District staff for review if appropriate. Materials submitted to the Board during public comment will not be returned. At least ten (10) copies of any document to be used by any commenter should be available for distribution to the Board. The commenter is responsible for preparation of the copies. The commenter's name and, if applicable, meeting agenda item number should be clearly marked on such documents.

**B. 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:

1. Approve Board of Managers Regular Meeting minutes of May 27, 2025. 8
2. Receive listing of new vendors as of June 25, 2025; listing provided pursuant to Board of Managers Bylaws, §2.1.B and Texas Local Government Code, Chapter 176. 18
3. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2025 year-to-date: 19

- a. Salaries, benefits, and supplies at/for the City of Corpus Christi/Nueces County Public Health District;
- b. Emergency medical services provided in unincorporated areas of Nueces County;
- c. Supplemental and jail diversion program funding for Nueces Center for Mental Health and Intellectual Disabilities;
- d. Medical services provided at County correctional facilities:
  - 1. Nueces County Jail; and
  - 2. Nueces County Juvenile Detention Center;
- e. Funding for alcohol and drug abuse treatment programs:
  - 1. Cenikor (Charlie's Place); and
  - 2. Council on Alcohol and Drug Abuse;
- f. Funding for diabetes prevention and supporting programs; and
- g. Public health grants. (*Finance Committee*)

- 4. Receive summary imputed claims information on medical and hospital care provided to the Nueces Aid Program population consistent with the CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement for fiscal year-to-date period-ended May 31, 2025. (*Finance Committee*) 20
- 5. 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*) 21
- 6. 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*) 22
- 7. 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 23

(HHSC), and receive estimates of provider payments resulting from the IGTs:

a. Directed Payment Programs - IGTs for HHSC's Medicaid managed care organization payments to healthcare providers that support overall Medicaid program goals and objectives: 26

1. Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS);
2. Comprehensive Hospital Increase Reimbursement Program (CHIRP);
3. Network Access Improvement Program (NAIP); and
4. Texas Incentives for Physicians and Professional Services (TIPPS); and

b. 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: 27

1. Disproportionate Share Hospital (DSH);
2. Graduate Medical Education (GME);
3. Hospital Augmented Reimbursement Program (HARP); and
4. Hospital Uncompensated Care (UC). (*Finance Committee*)

8. Receive reports relating to Nueces Aid Program enrollment for the month-ended May 31, 2025:

- a. Total Persons and Households Enrolled; 30
- b. Enrollment Summary; 31
- c. Denials; 33
- d. Application Processing Summary; and 34
- e. Enrollment by Zip Code. (*Finance Committee*) 38

**C. 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:

1. **Finance Committee:**

a. Financial Statements:

1. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended May 31, 2025. 41  
(***ACTION***)

2. **Legislative Matters:**

- a. Receive and discuss reports from Legislative Consultants on the 89th Texas Legislative Session and related matters. *(INFORMATION)* 49
- b. Discuss and consider authorizing the Administrator to execute Personal Services Agreements for legislative-related services for the six-month term July 1, 2025 - December 31, 2025:
  - 1. Joel J. Romo; and 55
  - 2. Patricia A. Shipton. *(ACTION)* 71

**3. Health Care Provider Participation Program:**

- a. Receive notice of the following related to the Nueces County Hospital District’s Health Care Provider Participation Program ("Program") for Fiscal Year 2025:
  - 1. Updated basis for participating providers’ net patient revenue used to calculate their mandatory payments under the Program; mandatory payments authorized by Chapter 298C, Texas Health and Safety Code; and 87
  - 2. Planned updates to the payment calculation basis amount, incorporating the most recent financial and utilization data reported by participating providers (hospitals) to the Texas Department of State Health Services pursuant to Sections 311.032 and 311.033 of the Health Code; updates in accordance with Rule 9(d) of the District’s Rules and Procedures; and basis amount updates to be effective September 1, 2025. *(INFORMATION)* 101

**4. Other Business:**

- a. Discuss and consider a funding request from the Coastal Bend Wellness Foundation to support the continuation of its HIV (Human Immunodeficiency Virus) Prevention Program. *(ACTION)* 106
- b. Discuss and consider rescheduling the October 2025 meetings of the Board of Managers and Finance Committee, and holding the meetings at the Dr. Hector P. Garcia Memorial Family Health Center. *(ACTION)*

**5. Administrator's Briefing:**

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

1. Finance Committee: Tuesday, July 22, 2025, 11:00 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and

2. Board of Managers: Tuesday, July 22, 2025, 12:00 PM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. **(INFORMATION)**

**6. 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 §551.072.

A. Consult with attorneys on matters relating to December 14, 2023, Emergency Medicine Support Letter Agreement between the Hospital District and CHRISTUS Spohn Health System Corporation and related matters.

B. Consult with attorneys on matters relating to the retention and recruitment of physicians and expansion of residency positions in Nueces County and related matters.

C. Consult with attorneys on matters relating to the use of Hospital District funds for the retention and recruitment of physicians and expansion of residency positions in Nueces County and related matters.

D. Consult with attorneys on matters related to the Corpus Christi Housing Authority and CPS Energy and related matters.

E. Consult with attorneys on matters relating to the sale of Hospital District real property.

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

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

8. **ADJOURN**

9. Public Notice Posting Receipt.

112

**DRAFT**

**BOARD OF MANAGERS  
NUECES COUNTY HOSPITAL DISTRICT  
REGULAR MEETING  
MAY 27, 2025**

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The Nueces County Hospital District Board of Managers met at 12.:00 p.m., May 27, 2025 in the NCHD Board Room at 555 N. Carancahua, Suite 950 – A Corpus Christi, Texas.

**HOSPITAL DISTRICT REPRESENTATIVES:**

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

**OTHERS PRESENT:**

Jenny Dorsey	NC Courthouse Attorney
Becky Rios	Christus Spohn Hospital – via Zoom
Joel Romo	Lobbyist – via Zoom
Patricia Shipton	Lobbyist – via Zoom
David McElwain	Meeder – via Zoom
Olivia Garrett	Corpus Christi Caller Times – via Zoom
iphone (368) Guest	- via Zoom
read.ai meeting notes	- via Zoom

**BOARD OF MANAGERS  
REGULAR MEETING  
MINUTES  
MAY 27, 2025**

**1. WELCOME**

**2. ROLL CALL OF MEMBERS**

- Belinda Flores, Chairman
- Vishnu V. Reddy, Vice Chair
- Sylvia Tryon Oliver
- Mariana Garza
- Efrain Guerrero, Jr.
- Georgia Neblett
- Karen O'Connor Urban

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

- A. Call to order – Bellinda Flores, Chair.  
The meeting was called to order at 12:02 pm.
- B. Establish quorum – Ms. Flores, Chair.  
A quorum was present with all members in attendance.

**Belinda Flores, Chairman - PRESENT  
Vishnu V. Reddy, Vice Chair - PRESENT  
Sylvia Tryon Oliver, Member – PRESENT  
Mariana Garza, Member – PRESENT  
Efrain Guerrero, Jr., Member – PRESENT  
Georgia Neblett, Member – PRESENT  
Karen O'Connor Urban, Member – PRESENT**

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

**BOARD OF MANAGERS  
REGULAR MEETING  
MINUTES  
MAY 27, 2025**

refrain from discussion on such items. Conflicts discovered later in the meeting shall be disclosed at that time.

**No Conflict of Interest.**

**5. REGULAR SESSION**

**A. PUBLIC COMMENT** - This section provides the public the opportunity to address the Board on any issues within its authority. 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. The presiding officer may, if he/she deems it necessary, limit both the number of commenters and the time allotted to each commenter. Under the law, the Board may only take action on items specifically listed on the agenda. Subject matter presented which is not part of the agenda will be referred to District staff for review if appropriate. Materials submitted to the Board during public comment will not be returned. At least ten (10) copies of any document to be used by any commenter should be available for distribution to the Board. The commenter is responsible for preparation of the copies. The commenter's name and, if applicable, meeting agenda item number should be clearly marked on such documents.

**No one to speak in Public Comment.**

**B. 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:

1. Approve Board of Managers Regular Meeting minutes of April 22, 2025.

**BOARD OF MANAGERS  
REGULAR MEETING  
MINUTES  
MAY 27, 2025**

2. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2025 year-to-date:
  - a. Salaries, benefits, and supplies at/for the City of Corpus Christi/Nueces County Public Health District;
  - b. Emergency medical services provided in unincorporated areas of Nueces County;
  - c. Supplemental and jail diversion program funding for Nueces Center for Mental Health and Intellectual Disabilities;
  - d. Medical services provided at County correctional facilities:
    1. Nueces County Jail; and
    2. Nueces County Juvenile Detention Center;
  - e. Funding for alcohol and drug abuse treatment programs:
    1. Cenikor (Charlie's Place); and
    2. Council on Alcohol and Drug Abuse;
  - f. Funding for diabetes prevention and supporting programs; and
  - g. Public health grants.
3. 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 April 30, 2025.
4. 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.
5. 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.

**BOARD OF MANAGERS  
REGULAR MEETING  
MINUTES  
MAY 27, 2025**

6. 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:

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

1. Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS);
2. Comprehensive Hospital Increase Reimbursement Program (CHIRP);
3. Network Access Improvement Program (NAIP); and
4. Texas Incentives for Physicians and Professional Services (TIPPS); and

b. 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:

1. Disproportionate Share Hospital (DSH);
2. Graduate Medical Education (GME);
3. Hospital Augmented Reimbursement Program (HARP); and
4. Hospital Uncompensated Care (UC).

7. Receive reports relating to Nueces Aid Program enrollment for the month-ended April 30, 2025:

- a. Total Persons and Households Enrolled;
- b. Enrollment Summary;
- c. Denials;
- d. Application Processing Summary; and
- e. Enrollment by Zip Code.

8. Aransas Terminal Foreign Trade Zone Quarter 3 & 4 2024 and Quarter 1 2025 Reports.

**Consent Agenda Approved. Motion by Karen O'Connor Urban and seconded by Sylvia Tryon Oliver. MOTION CARRIED.**

**BOARD OF MANAGERS  
REGULAR MEETING  
MINUTES  
MAY 27, 2025**

C. **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:

1. **Finance:**

a. **Financial Statements:**

1. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended April 30, 2025. (***ACTION***)

**Motion by Georgia Neblett and seconded by Efrain Guerrero, Jr. MOTION CARRIED.**

b. **Investment Report:**

1. Receive and approve Quarterly Investment Report for fiscal quarter-ended March 31, 2025 and ratify related investment transactions. (***ACTION***)

**David McElwain presented and updated Quarterly Investment Report.**

**Motion by Mariana Garza and seconded by Vishnu V. Reddy. MOTION CARRIED.**

c. **Tobacco Settlement Distribution:**

1. Receive information on State Comptroller of Public Accounts' 2025 pro-rata distributions of income from Tobacco Permanent Settlement Trust Account; distributions pursuant to Texas Administrative Code, Title 25, Part 1, Chapter 102, Rule §102.2. (***INFORMATION***)

2. **Legislation:**

a. Receive information on select Bills in the 89th Texas Legislative Session:

1. H.B. 4801 - Relating to the establishment of a grant program to allow the Nueces County Hospital District to recruit and retain certain medical professionals;

BOARD OF MANAGERS  
REGULAR MEETING  
MINUTES  
MAY 27, 2025

2. S.B. 2666 - Relating to the establishment of a grant program to allow the Nueces County Hospital District to recruit and retain certain medical professionals;
3. H.B. 19 - Relating to the issuance and repayment of debt by local governments, including the adoption of an ad valorem tax rate and the use of ad valorem tax revenue for the repayment of debt;
4. H.B. 3093 - Relating to the calculation of certain ad valorem tax rates of a taxing unit for a year in which a property owner provides notice that the owner intends to appeal an order of an appraisal review board determining a protest by the owner regarding the appraisal of the owner's property; and
5. other related Bills. (*INFORMATION*)

**3. Patient Access & Physician Supply/Demand:**

- a. Discuss matters relating to medical needs assessment component of the December 14, 2023, Emergency Medicine Support Letter Agreement between Hospital District and CHRISTUS Spohn Health System Corporation. (*INFORMATION*)
- b. Receive and discuss information from 3Dhealth's Patient Access Study and Physician Supply/Demand Needs Analysis for Nueces County. (*INFORMATION*)

**Mr. Ron Flower presented.**

- c. Receive and discuss information curated from 3Dhealth's Patient Access Study and Physician Supply/Demand Needs Analysis for Nueces County. (*INFORMATION*)

**4. Board of Managers Business:**

- a. Board Chairman appointment of Chair and members to the Finance Committee for the term June 1, 2025 - September 30, 2025; appointments pursuant to Board of Managers Bylaws, §2.5.A. (*ACTION*)

**Belinda Flores, Chair, nominated  
Georgia Neblett, Karen O'Connor Urban and**

**BOARD OF MANAGERS  
REGULAR MEETING  
MINUTES  
MAY 27, 2025**

**Sylvia Tryon Oliver for Finance Committee.  
Belinda Flores, Chair appointed Georgia Neblett as Chair.  
for Finance Committee.  
Belinda Flores, Chair Motioned and Action.  
MOTION CARRIED.**

**5. Administrator's Briefing:**

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

1. Finance Committee: Tuesday, June 24, 2025, 11:30 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and

2. Board of Managers: Tuesday, June 24, 2025, 12:00 PM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. (**INFORMATION**)

6. **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 December 14, 2023, Emergency Medicine Support Letter Agreement between the Hospital District and CHRISTUS Spohn Health System Corporation and related matters.

**BOARD OF MANAGERS  
REGULAR MEETING  
MINUTES  
MAY 27, 2025**

B. Consult with attorneys on matters relating to use of certain Hospital District funds and related matters.

C. Consult with attorneys on matters relating to the retention and recruitment of physicians and expansion of residency positions in Nueces County and related matters.

D. Consult with attorneys on matters related to the tax-exempt status of and associated property acquisitions by Corpus Christi Housing Authority and CPS Energy.

**Belinda Flores, Chair called for Closed Meeting at 1:55 p.m.**

7. **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.

**Belinda Flores, Chair called for Open Meeting at 2:40 p.m.**

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

**No Action needed.**

**8. ADJOURN**

**Motion to adjourn by Belinda Flores, Chair and seconded by Georgia Neblett. Meeting adjourned at 2:40 p.m.**

**BOARD OF MANAGERS  
REGULAR MEETING  
MINUTES  
MAY 27, 2025**

**PRESIDING OFFICER:**

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Belinda Flores, Chair

**ATTEST:**

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Jonny F. Hipp

**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>
2125	TXCPA	14131 Midway Rd, Suite 850	Addison	TX	75001
2126	Galvez, Danny	9501 Huntington Drive	Corpus Christi	TX	78410
2127	Indigent Healthcare Solutions, Ltd	Attn: Kelley Astolos 3011 Armory Drive, Suite 300	Nashville	TN	37204

Nueces County Hospital District  
 County Health Care Department Expenditures  
 Cash Disbursements Relating to  
 Fiscal Year 2025

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Fiscal YTD	Budget 2025	Balance
<b>County Healthcare Services</b>															
Health Dept - County	0.00	0.00	0.00	441,324.00	0.00	0.00	441,270.00	0.00	0.00	0.00	0.00	0.00	882,594.00	1,765,296.00	882,702.00
Mental Health Wellness	0.00	38,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38,000.00	38,000.00	0.00
Mobile Medical Clinic	0.00	0.00	0.00	0.00	0.00	0.00	3,439.37	0.00	0.00	0.00	0.00	0.00	3,439.37	60,000.00	56,560.63
Emergency Medical Services	0.00	0.00	0.00	147,000.00	0.00	0.00	119,400.00	4,200.00	0.00	0.00	0.00	0.00	270,600.00	650,000.00	379,400.00
NC MHID - Fund Matching	0.00	0.00	242,280.00	0.00	0.00	242,280.00	0.00	0.00	242,286.00	0.00	0.00	0.00	726,846.00	969,129.00	242,283.00
NC MHID - Jail Programs	268,474.68	200,466.20	262,360.10	219,616.53	195,517.94	247,747.48	91,385.80	0.00	0.00	0.00	0.00	0.00	1,485,568.73	2,550,000.00	1,064,431.27
NC Juvenile Center	0.00	0.00	62,453.40	0.00	0.00	0.00	164,842.14	0.00	0.00	0.00	0.00	0.00	227,295.54	474,000.00	246,704.46
Nueces County Jail Infirmary Svcs	0.00	0.00	0.00	0.00	940,086.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	940,086.28	5,202,850.00	4,262,763.72
Cenikor	0.00	0.00	0.00	0.00	0.00	0.00	30,000.00	0.00	0.00	0.00	0.00	0.00	30,000.00	60,000.00	30,000.00
Council on Alcohol & Drug Abuse	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00	50,000.00	25,000.00
Diabetes Program - County	0.00	0.00	0.00	0.00	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	50,000.00	48,500.00
HALO-Flight Funding	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	15,000.00	0.00
County Public Health Grants	0.00	0.00	0.00	60,000.00	85,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	145,000.00	230,000.00	85,000.00
<b>Totals</b>	<b>268,474.68</b>	<b>238,466.20</b>	<b>567,093.50</b>	<b>867,940.53</b>	<b>1,222,104.22</b>	<b>490,027.48</b>	<b>890,337.31</b>	<b>4,200.00</b>	<b>242,286.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,790,929.92</b>	<b>12,114,275.00</b>	<b>7,323,345.08</b>

**Nueces County Hospital District  
Imputed Claims Experience for Calendar Year 2025  
As if Adjudicated January 1, 2025 through May 31, 2025**

<b>Service</b>	<b>Claims</b>	<b>Billed</b>	<b>Contract Amt.</b>	<b>Co Insurance</b>	<b>Net</b>
ER	1,451	8,324,102	1,209,257	40,493	1,168,764
ASU	74	3,956,464	459,385	2,584	456,801
Clinic	(22)	(22,951)	(6,314)	(246)	(6,068)
Obs	35	1,381,477	352,798	28,899	323,899
OP	6,755	16,881,226	4,286,413	204,982	4,081,431
Subtotal	8,293	30,520,318	6,301,539	276,712	6,024,827
IP	152	7,417,701	583,199	21,522	561,677
SNF	-				-
RX	44,064	17,959,193	6,830,620	214,044	6,616,576
Physician	11,743	5,221,038	1,449,713	60,826	1,388,887
<b>Total</b>	<b>64,252</b>	<b>61,118,250</b>	<b>15,165,071</b>	<b>573,104</b>	<b>14,591,967</b>

**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 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	2,429,791.05	2,741,006.10	2,666,621.47	2,709,161.08	3,020,677.07	2,493,016.78	2,960,145.67	3,360,648.61				25,541,132.14
Week 2	2,404,654.68	2,639,248.54	2,845,782.58	2,551,052.66	3,053,133.62	3,662,581.49	2,388,942.85	3,095,210.73	3,497,994.84				26,138,601.99
Week 3	2,449,704.10	2,945,690.73	2,842,613.19	3,137,015.46	3,077,116.07	3,006,617.21	3,146,367.70	2,978,199.41	2,583,808.48				26,167,132.35
Week 4	2,593,480.60	2,867,191.22	3,201,866.84	2,429,815.54	3,228,611.11	2,889,119.92	2,232,432.81	3,522,925.06					22,965,443.10
Week 5			2,168,904.61	2,902,616.61				2,327,308.75					7,398,829.97
Subtotal	10,607,903.69	10,881,921.54	13,800,173.32	13,687,121.74	12,068,021.88	12,578,995.69	10,260,760.14	14,883,789.62	9,442,451.93	0.00	0.00	0.00	108,211,139.55

Nueces County Hospital District  
 Nueces LPPF Activity  
 Fiscal Year 2025

	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Beginning Balan	15,144,830.77	67,482,313.38	60,418,505.35	82,354,046.88	83,587,305.85	77,760,212.38	77,880,234.27	77,847,497.36	77,365,877.83	26,765,998.11	26,765,998.11	26,765,998.11	15,144,830.77
<b>Deposits</b>													
Christus Spohn	18,463,203.50												18,463,203.50
CCMC	13,014,802.50												13,014,802.50
CC Rehab	590,255.50				295,127.75		295,127.75						1,180,511.00
Driscoll	13,448,905.50												13,448,905.50
PAM Specialty	759,945.50			379,972.75									1,139,918.25
PAM Rehab	746,361.00			373,180.50									1,119,541.50
S. TX Surgical	1,349,509.50												1,349,509.50
Subtotal	48,372,983.00	0.00	0.00	753,153.25	295,127.75	0.00	295,127.75	0.00	0.00	0.00	0.00	0.00	49,716,391.75
Interest	98,346.97	250,248.73	242,839.98	308,747.77	260,742.20	285,981.87	276,665.62	283,341.89					2,006,915.03
Transfers In	4,257,009.14		22,744,668.24	921,889.32									27,923,566.70
<b>Total Deposits</b>	<b>52,728,339.11</b>	<b>250,248.73</b>	<b>22,987,508.22</b>	<b>1,983,790.34</b>	<b>555,869.95</b>	<b>285,981.87</b>	<b>571,793.37</b>	<b>283,341.89</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>79,646,873.48</b>
<b>Inter-Governmental Transfers</b>													
UC			(10,274.91)		(2,875,437.56)	(165,959.98)		(236,791.88)					(3,288,464.33)
DSRIP													0.00
CHIRP		(6,722,453.21)							(50,599,879.72)				(57,322,332.93)
TIPPS		(591,603.55)											(591,603.55)
DSH													0.00
HARP			(1,041,691.78)	(528,169.55)				(528,169.54)					(2,098,030.87)
GME	(390,856.50)			(222,361.82)			(604,530.28)						(1,217,748.60)
ATLIS					(3,507,525.86)								(3,507,525.86)
<b>Total IGT's</b>	<b>(390,856.50)</b>	<b>(7,314,056.76)</b>	<b>(1,051,966.69)</b>	<b>(750,531.37)</b>	<b>(6,382,963.42)</b>	<b>(165,959.98)</b>	<b>(604,530.28)</b>	<b>(764,961.42)</b>	<b>(50,599,879.72)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(68,025,706.14)</b>
Transfers Out													0.00
Bank Fees													0.00
<b>Ending Balance</b>	<b>67,482,313.38</b>	<b>60,418,505.35</b>	<b>82,354,046.88</b>	<b>83,587,305.85</b>	<b>77,760,212.38</b>	<b>77,880,234.27</b>	<b>77,847,497.36</b>	<b>77,365,877.83</b>	<b>26,765,998.11</b>	<b>26,765,998.11</b>	<b>26,765,998.11</b>	<b>26,765,998.11</b>	<b>26,765,998.11</b>

# **Non-federal Share Funding for Certain Medicaid Payments**

Medicaid is a program jointly funded by federal and state governments. The federal government provides matching funds to states for a specific percentage of Medicaid expenditures, called federal financial participation (FFP). The amount of FFP is calculated using a state-specific Federal Medical Assistance Percentage (FMAP). To receive federal funding, states must use public funds generated at either the state or local government level as the non-federal share of Medicaid expenditures.

In Texas, locally derived funds are used to finance a vast majority of the non-federal share of Medicaid supplemental and directed payments. All states must provide the non-federal share of Medicaid funding to receive federal matching funds. The non-federal share funds are provided to HHSC from governmental entities through two methods: intergovernmental transfers or the certified public expenditures process.

## **Intergovernmental Transfers (IGTs)**

Intergovernmental transfers (IGTs) are transfers of public funds from a governmental entity to the state. The state receives federal matching Medicaid funds for IGTs used as the non-federal share. The transfer of funds must occur before a Medicaid payment is made.

Some Medicaid payment programs that use IGTs as the non-federal share include: Comprehensive Hospital Reimbursement Increase Program (CHIRP), Disproportionate Share Hospital (DSH), Graduate Medical Education (GME), and uncompensated care payments for hospital providers.

## **Certified Public Expenditures (CPEs)**

Certified public expenditures (CPEs) are expenditures that have been certified by a governmental entity to represent its contribution of public funds in providing services that are eligible for federal matching Medicaid funds. Governmental entities will report CPEs to the state and the state will then claim the federal matching funds. States have the flexibility to retain some of the matching funds.

Some Medicaid payment programs that use CPEs as the non-federal share include: Public Health Provider - Charity Care Program (PHP-CCP), School Health and Related Services (SHARS), and uncompensated care for governmental ambulance providers.

## Types of Local Funding Used in Texas

In accordance with federal law, local governmental entities may opt to use eligible public funds to support the Medicaid program. Many local governmental entities in Texas choose to support the Medicaid program to ensure that their community members have access to essential health care services regardless of a patient's ability to pay.

There are many eligible sources of public funds that a local governmental entity may use to fund the Medicaid program; however, it is important to keep in mind that no federal funding may be used to generate the non-federal share. For example, a local governmental entity that receives a federal grant may not use those funds as eligible local public dollars to support the non-federal share. A local governmental entity can, however, use state-appropriated funding, funds received through the implementation of an ad valorem tax, funds appropriated from other local governmental entities, patient revenue (so long as no federal payor program funds are used), tuition or fees at state institution of higher education, or through the implementation of a health-care related tax.

In Texas, some jurisdictions have chosen to implement a Local Provider Participation Fund (LPPF), which is a health-care related tax that is implemented on a local level, administered by an existing unit of local government, and that is designed specifically to meet federal requirements associated with eligible local funds. The local government operating an LPPF will collect mandatory payments (i.e., taxes) from the non-public hospitals located in the local government's jurisdiction. LPPF funding collected by the local governmental entity is then provided to HHSC through an IGT for use as the non-federal share of Medicaid payments just like other eligible sources of local funding.

Currently, 32 jurisdictions have the authority to operate an LPPF. In 2019, House Bill 4289 provided authority for a local government not currently operating an LPPF to have the ability to operate one.

[Non-federal Share Funding for Certain Medicaid Payments | Texas Health and Human Services](#)

04/16/2025



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	ATLIS	TOTALS	
Christus Spohn - Corpus Christi	393,023,597	594,542,717	271,449,808	54,617,146	159,380,649	154,656,045	3,687,187	9,139,995	26,186,370	122,992	1,666,806,507	41%
Christus Spohn Rural (Alice/Beeville/Kleberg)	48,398,858	222,601,044	0	14,571,054	0	32,524,241	0	0	838,721	373,406	319,307,324	8%
Corpus Christi Medical Center	121,850,134	173,353,277	0	47,168,955	0	196,406,090	0	8,751,223	12,844,206	8,022,653	568,396,537	14%
Driscoll Childrens Hospital	314,822,705	33,034,198	0	0	0	881,668,876	2,062,491	20,777,746	117,666,581	12,070,907	1,382,103,503	34%
Detar Hospital	24,949,804	47,723,156	0	15,076,184	0	0	0	0	0	0	87,749,145	2%
North Bay General Hospital	0	0	0	503,238	0	0	0	0	0	0	503,238	0%
South Texas Surgical Hospital	0	0	0	889,769	0	0	0	0	0	0	889,769	0%
Corpus Christ Rehab Hospital	0	0	0	286,797	0	0	0	0	0	122,992	409,789	0%
PAM Specialty Hospital	0	0	0	1,330	0	0	0	0	0	184,488	185,818	0%
PAM Rehab Hospital	0	0	0	141,201	0	1,429,773	0	0	0	317,883	1,888,857	0%
Zoom Rehabilitation Inc.	0	0	0	0	0	0	0	0	0	122,992	122,992	0%
Oceans Behavioral Hospital	0	0	0	0	0	43,294	0	0	0	0	43,294	0%
Nueces County Health Dept	21,809,410	0	0	0	0	0	0	0	0	0	21,809,410	1%
<b>TOTALS</b>	<b>924,854,508</b>	<b>1,071,254,392</b>	<b>271,449,808</b>	<b>133,255,675</b>	<b>159,380,649</b>	<b>1,266,728,319</b>	<b>5,749,678</b>	<b>38,668,964</b>	<b>157,535,877</b>	<b>21,338,312</b>	<b>4,050,216,183</b>	<b>100%</b>

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

IGT Source	DSRIP	UC	DSH	UHRIP	NAIP	CHIRP	TIPPS	GME	HARP	ATLIS	TOTALS
Nueces County Hospital District	338,074,018	348,539,241	96,156,812	58,389,165	62,749,548	160,387,066	0	9,969,124	57,518,481	5,025,665	1,136,809,120
Nueces LPPF	27,902,997	68,999,626	7,478,253	0	0	331,501,660	1,780,044	4,130,861	5,080,386	3,507,526	450,381,353
<b>TOTALS</b>	<b>365,977,014</b>	<b>417,538,867</b>	<b>103,635,065</b>	<b>58,389,165</b>	<b>62,749,548</b>	<b>491,888,726</b>	<b>1,780,044</b>	<b>14,099,985</b>	<b>62,598,867</b>	<b>8,533,191</b>	<b>1,587,190,474</b>

# Medicaid Supplemental Payment and Directed Payment Programs

(As of April 16, 2025)

Texas Medicaid is a joint federal and state health insurance program for low-income families, older adults, and persons with disabilities. The federal government matches each state's Medicaid spending at a predetermined rate that varies by state. Healthcare providers (e.g., hospitals, doctors, nursing facilities, etc.) receive payments for the services they provide to persons with Medicaid.

The federal government allows each state to develop its own method to reimburse providers for the healthcare they provide to persons with Medicaid. Generally, states' Medicaid payments fall into three broad categories: base payments, supplemental payments and directed payments.

## I. Directed Payment Programs (DPPs)

Directed Payments allow states to set parameters for Medicaid managed care spending to assist states in achieving their overall goal of delivery system and payment reform, as well as improved performance. Specifically, a state is permitted to direct Medicaid Managed Care Organizations (MCO) to make certain payments to healthcare providers, either through an adjustment to the monthly base capitation rates or through a separate payment term.

### A. Comprehensive Hospital Increase Reimbursement Program (CHIRP)

The Comprehensive Hospital Increase Reimbursement Program (CHIRP) is a statewide program that increases Medicaid payments to hospitals for inpatient and outpatient services provided to persons with Medicaid. Texas MCOs receive additional funding through their monthly capitation rate from the Texas Health and Human Services Commission (HHSC) and are directed to increase payment rates for participating hospitals. As designed, eligible hospitals receive a percentage increase paid on claims submitted to a Medicaid MCO. CHIRP's purpose is to advance goals and objectives in the state's Medicaid quality strategy by incentivizing improved quality and access for hospitals that serve persons with Medicaid.

## **B. Rural Access to Primary and Preventive Services (RAPPS)**

The Rural Access to Primary and Preventive Services (RAPPS) is a directed payment program that incentivizes primary and preventive services for persons with Medicaid in rural areas of the state enrolled in STAR, STAR+PLUS, and STAR Kids. The program focuses on the management of chronic conditions.

## **C. Texas Incentives for Physicians and Professional Services (TIPPS)**

Texas Incentives for Physicians and Professional Services (TIPPS) is a physician-directed payment program (DPP) for certain physician groups to help cover the cost of healthcare services provided to persons with Medicaid enrolled in STAR, STAR+PLUS, and STAR Kids. Eligible physician groups include Health-Related Institution (HRI) physician groups, Indirect Medical Education (IME) physician groups, and other physician groups. These classifications allow the HHSC to direct reimbursement increases where they are most needed and to align with the program's quality goals. TIPPS also serves as a transition from the Network Access Improvement Program (NAIP) and Delivery System Reform Incentive Payment (DSRIP) program for specific physician groups.

# **II. Supplemental Payment Programs (SPP)**

Supplemental Payments are Medicaid payments to healthcare providers that are separate from and in addition to base payments. Supplemental payments give additional funding to certain healthcare providers, like hospitals. The payments may be made in a lump sum. However, some supplemental payments may be linked to achieving certain goals or to support healthcare providers that see significant numbers of uninsured persons without much money. For example, states may provide supplemental payments to providers to support quality initiatives, residency training for doctors, and certain types of facilities (e.g., rural or safety net providers).

## **A. Disproportionate Share Hospitals (DSH)**

Federal law requires Medicaid programs to make special payments to hospitals that serve a disproportionately large number of Medicaid and low-income patients. These hospitals are called Disproportionate Share hospitals (DSH) and receive DSH funding. DSH funds are different from most Medicaid payments because they are not tied to specific services for Medicaid-eligible patients. DSH payments are the only federally allowed Medicaid payment explicitly for the unpaid costs of care for uninsured patients. It can also be used by states to offset low Medicaid base payments.

## **B. Uncompensated Care Payments (UC)**

Uncompensated Care (UC) payments originated as a way for Texas to continue expanding managed care in Medicaid programs and making supplemental payments to hospitals. Texas UC payments may be used to reduce the actual uncompensated cost of medical services provided to uninsured individuals who meet a provider's charity care policy.

## **C. Graduate Medical Education (GME)**

Graduate Medical Education (GME) supplemental payments support medical residency training for medical school graduates at teaching hospitals. Teaching hospitals typically incur additional costs because they are a training site for medical school graduates to receive hands-on, practical experience in treating patients. In addition to medical residents' salary and benefits, teaching hospitals also incur additional costs for more testing and for treating sicker and more complex patients.

## **D. Hospital Augmented Reimbursement Program (HARP)**

The Hospital Augmented Reimbursement Program (HARP) is a statewide supplemental program providing Medicaid payments to hospitals for inpatient and outpatient services that serve Texas Medicaid fee-for-service (FFS) patients. The program serves as a financial transition for providers historically participating in the Delivery System Reform Incentive Payment (DSRIP) program. HARP will provide additional funding to hospitals to assist in offsetting the cost hospitals incur while providing Medicaid services.

## **E. Medicaid Managed Care Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS)**

Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS) are incentive arrangements with MCOs for achieving certain milestones on a semi-annual basis with the intention that the milestones will build on prior accomplishments over a 5-year period. The milestones will center around MCO achievement of necessary actions required to implement the structures, processes, and use of client data transmitted electronically between MCOs and providers in their networks to improve client outcome measures and to implement, evaluate, improve, and mature alternative payment models for Medicaid beneficiaries.

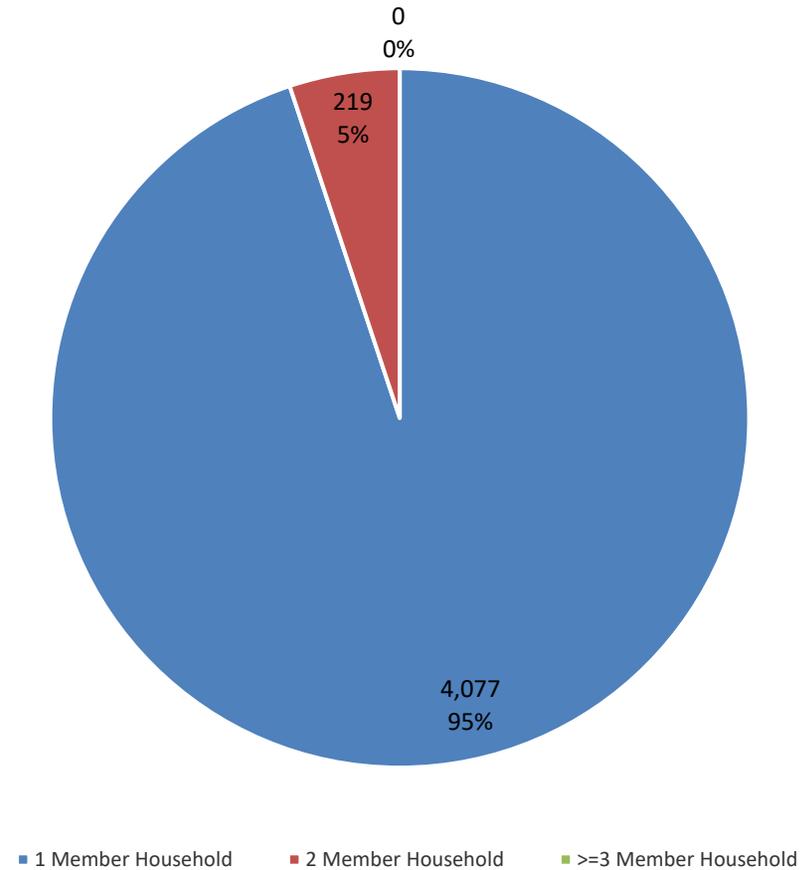
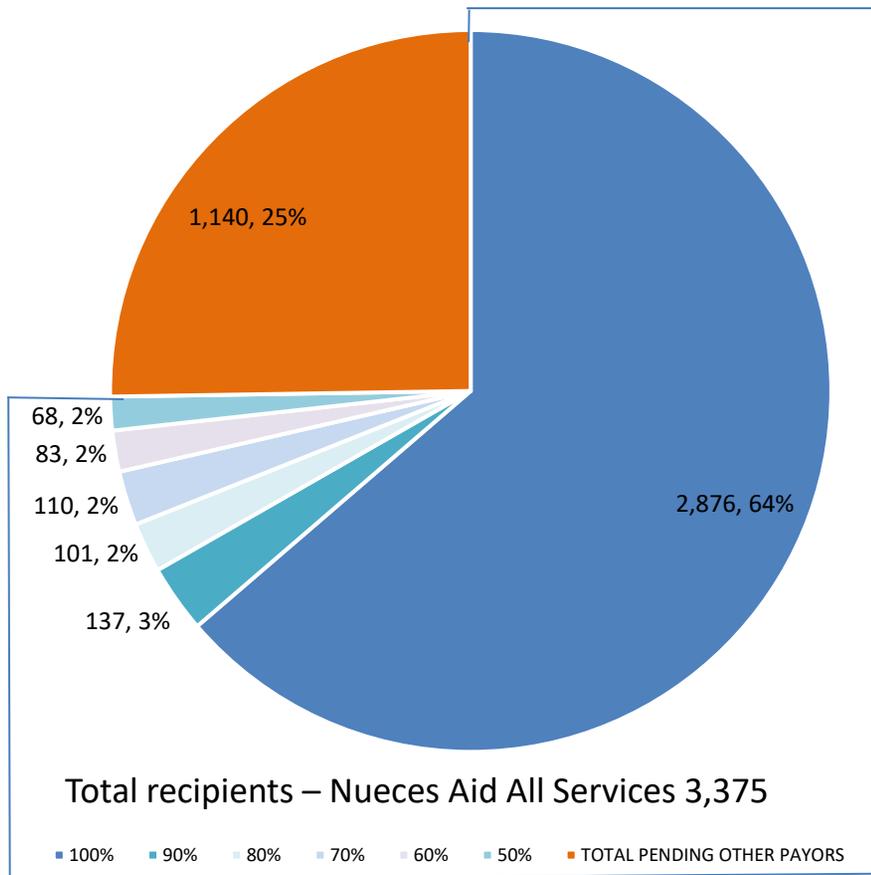
Original: 04/16/2025

# May 2025

## Nueces Aid Program Enrollment

Total Enrolled  
4,515

Total Households  
4,296





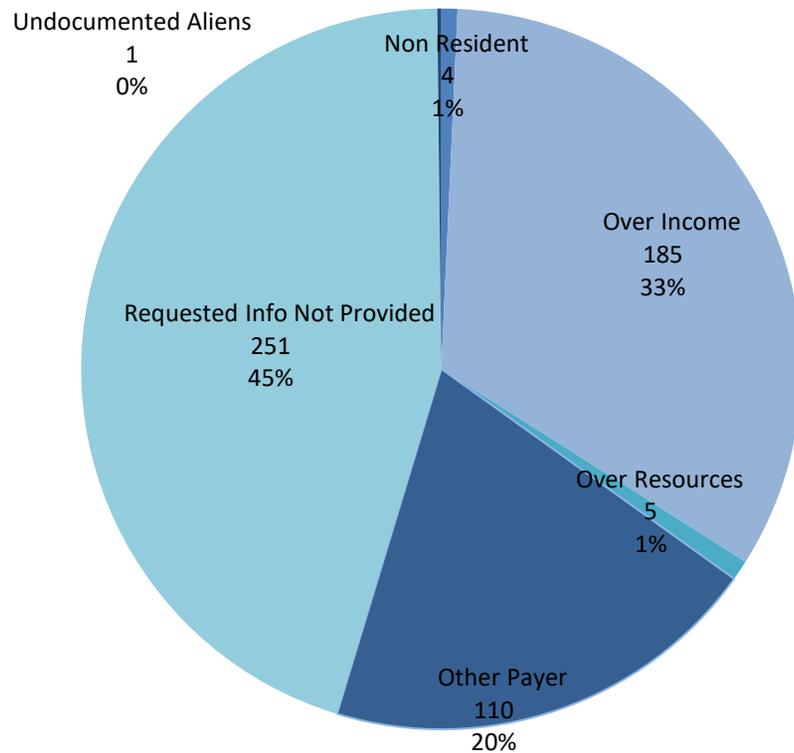
## Nueces Aid Program Enrollment Summary Calendar Year 2025

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2025 Average	Comments
<b>PENDING OTHER PAYORS</b>														
TANF	44	47	57	63	81								58	
%	4.0%	4.2%	5.0%	5.5%	7.1%								5.2%	
SSI-SSID	692	686	695	711	700								697	
%	62.2%	62.0%	61.6%	62.0%	61.4%								61.8%	These individuals are eligible for NCHD assistance if denied assistance by other payer.
Other Payor	377	373	377	373	359								372	
%	33.9%	33.7%	33.4%	32.5%	31.5%								33.0%	
<b>TOTAL PENDING OTHER PAYORS</b>	<b>1,113</b>	<b>1,106</b>	<b>1,129</b>	<b>1,147</b>	<b>1,140</b>								<b>1,127</b>	
	<b>24.2%</b>	<b>24.5%</b>	<b>25.0%</b>	<b>25.2%</b>	<b>25.2%</b>								<b>24.8%</b>	
<b>HOUSEHOLDS BY SIZE</b>														
1 Member Household	4,177	4,085	4,078	4,115	4,077								4,106	The percentage for each size household is calculated by dividing the number of each member household by the total number of households.
%	95.1%	95.0%	95.0%	95.0%	94.9%								95.0%	
2 Member Household	215	214	216	215	219								216	
%	4.9%	5.0%	5.0%	5.0%	5.1%								5.0%	
>=3 Member Household	0	0	0	0	0								0	
%	0.0%	0.0%	0.0%	0.0%	0.0%								0.0%	
<b>TOTAL HOUSEHOLDS</b>	<b>4,392</b>	<b>4,299</b>	<b>4,294</b>	<b>4,330</b>	<b>4,296</b>								<b>4,322</b>	

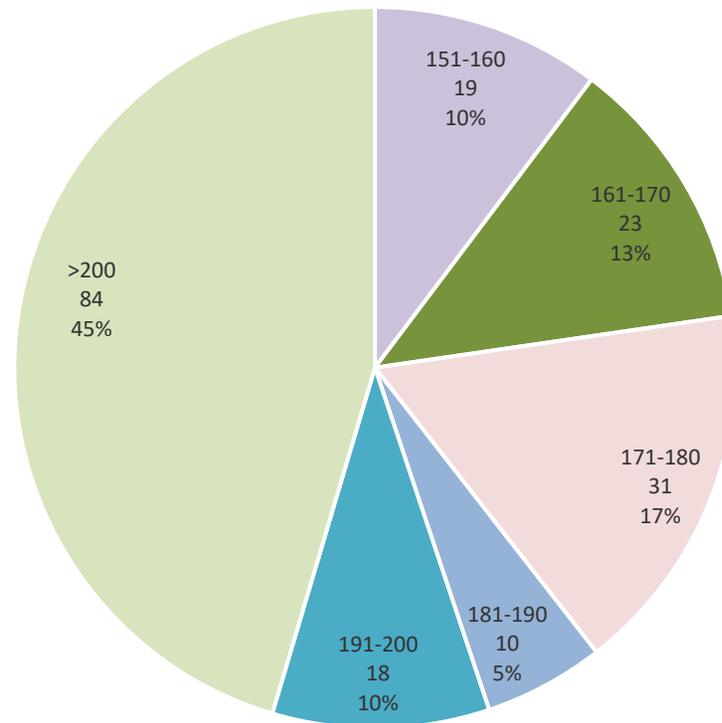
# NUECES AID DENIALS

Calendar Year 2025  
January-May

Denial Reasons



Comparison of Over Income Case to 2024 HHS Poverty Guidelines



**Nueces Aid Program  
Application Processing Summary Calendar Year 2025**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2025	Comments
<b>TOTAL APPLICATIONS</b>	857	770	820	864	772								4,083	
- Approved	741	653	721	746	666								3,527	
%	86.5%	84.8%	87.9%	86.3%	86.3%								86.4%	Since FY 1999, the denial rate is based on all denied individuals in the household.
- Denied	116	117	99	118	106								556	
%	13.5%	15.2%	12.1%	13.7%	13.7%								13.6%	
<b>APPROVALS BY PLAN TYPE</b>														
<b>NUECES AID - All Services</b>														
100%	536	463	486	50	454								1,989	
%	72.3%	70.9%	67.4%	6.7%	68.2%								56.4%	
90%	13	21	21	20	24								99	
%	1.8%	3.2%	2.9%	2.7%	3.6%								2.8%	
80%	25	9	11	28	11								84	
%	3.4%	1.4%	1.5%	3.8%	1.7%								2.4%	
70%	17	10	17	20	24								88	The percentage of approvals by plan option is calculated by dividing the number for each plan option by the total number of approved applications.
%	2.3%	1.5%	2.4%	2.7%	3.6%								2.5%	
60%	14	10	15	18	10								67	
%	1.9%	1.5%	2.1%	2.4%	1.5%								1.9%	
50%	8	10	13	8	10								49	
%	1.1%	1.5%	1.8%	1.1%	1.5%								1.4%	
<b>TOTAL</b>	613	523	563	144	533								2,376	
%	82.7%	80.1%	78.1%	19.3%	80.0%								67.4%	
<b>HOUSEHOLDS BY SIZE - APPROVED</b>														
1 Member Household	661	589	648	681	604								3,183	The percentage for each size household is calculated by dividing the number of households in the category by the total number of approved households.
%	94.3%	94.8%	94.6%	95.4%	95.1%								94.8%	
2 Member Household	40	32	37	33	31								173	
%	5.7%	5.2%	5.4%	4.6%	4.9%								5.2%	
3 or > Member Household	0	0	0	0	0								0	Households pending other payors are not included.
%	0.0%	0.0%	0.0%	0.0%	0.0%								0.0%	
<b>TOTAL HOUSEHOLDS APPROVED</b>	701	621	685	714	635								3,356	

**Nueces Aid Program  
Application Processing Summary Calendar Year 2025**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2025	Comments
<b>NCHD DENIALS - Reasons for Denials</b>														
Non Resident	0	1	0	2	1								4	The percentage for each denial reason is calculated by dividing the number of individuals for each reason by the total number of individuals denied.
%	0.0%	0.9%	0.0%	1.7%	0.9%								0.7%	
Over Income	43	45	22	43	32								185	by the total number of individuals denied.
%	37.1%	38.5%	22.2%	36.4%	30.2%								33.3%	
Over Resources	2	2	1	0	0								5	
%	1.7%	1.7%	1.0%	0.0%	0.0%								0.9%	
Other Payer	32	16	18	27	17								110	
%	27.6%	13.7%	18.2%	22.9%	16.0%								19.8%	
Requested Info Not Provided	39	53	58	46	55								251	
%	33.6%	45.3%	58.6%	39.0%	51.9%								45.1%	
Undocumented Aliens	0	0	0	0	1								1	Note: UA code eff 08/01/01
%	0.0%	0.0%	0.0%	0.0%	0.9%								0.2%	
<b>TOTAL DENIALS</b>	<b>116</b>	<b>117</b>	<b>99</b>	<b>118</b>	<b>106</b>								<b>556</b>	
<b>HOUSEHOLDS BY SIZE - DENIED</b>														
1 Member Household	92	97	87	97	92								465	The denial percentage for each size household is calculated by dividing the number for each household size by the total number of denied households.
%	86.8%	90.7%	93.5%	89.8%	92.9%								90.6%	
2 Member Household	11	10	6	11	7								45	Households pending other payors are not included.
%	10.4%	9.3%	6.5%	10.2%	7.1%								8.8%	
3 or > Member Household	3	0	0	0	0								3	
%	2.8%	0.0%	0.0%	0.0%	0.0%								0.6%	
<b>TOTAL HOUSEHOLDS DENIED</b>	<b>106</b>	<b>107</b>	<b>93</b>	<b>108</b>	<b>99</b>								<b>513</b>	
<b>PENDING APPLICATIONS</b>														
Pending documentation	81	77	79	69	81								77	The YTD number for incomplete applications is the average of the monthly incomplete applications.
TANF	11	17	19	20	24								24	
SSI-SSID	52	59	68	77	51								51	
Other Payor	65	54	71	47	52								52	



**Annual Comparative Enrollment Report  
Calendar Year 2025**

Month	Enrollment		Increase/(Decrease)	
	2025	2024	%	Enrollees
Jan	4,607	4,684	-1.64%	-77
Feb	4,513	4,758	-5.15%	-245
Mar	4,509	4,738	-4.83%	-229
Apr	4,544	4,767	-4.68%	-223
May	4,515	4,782	-5.58%	-267
Jun				
Jul				
Aug				
Sep				
Oct				
Nov				
Dec				

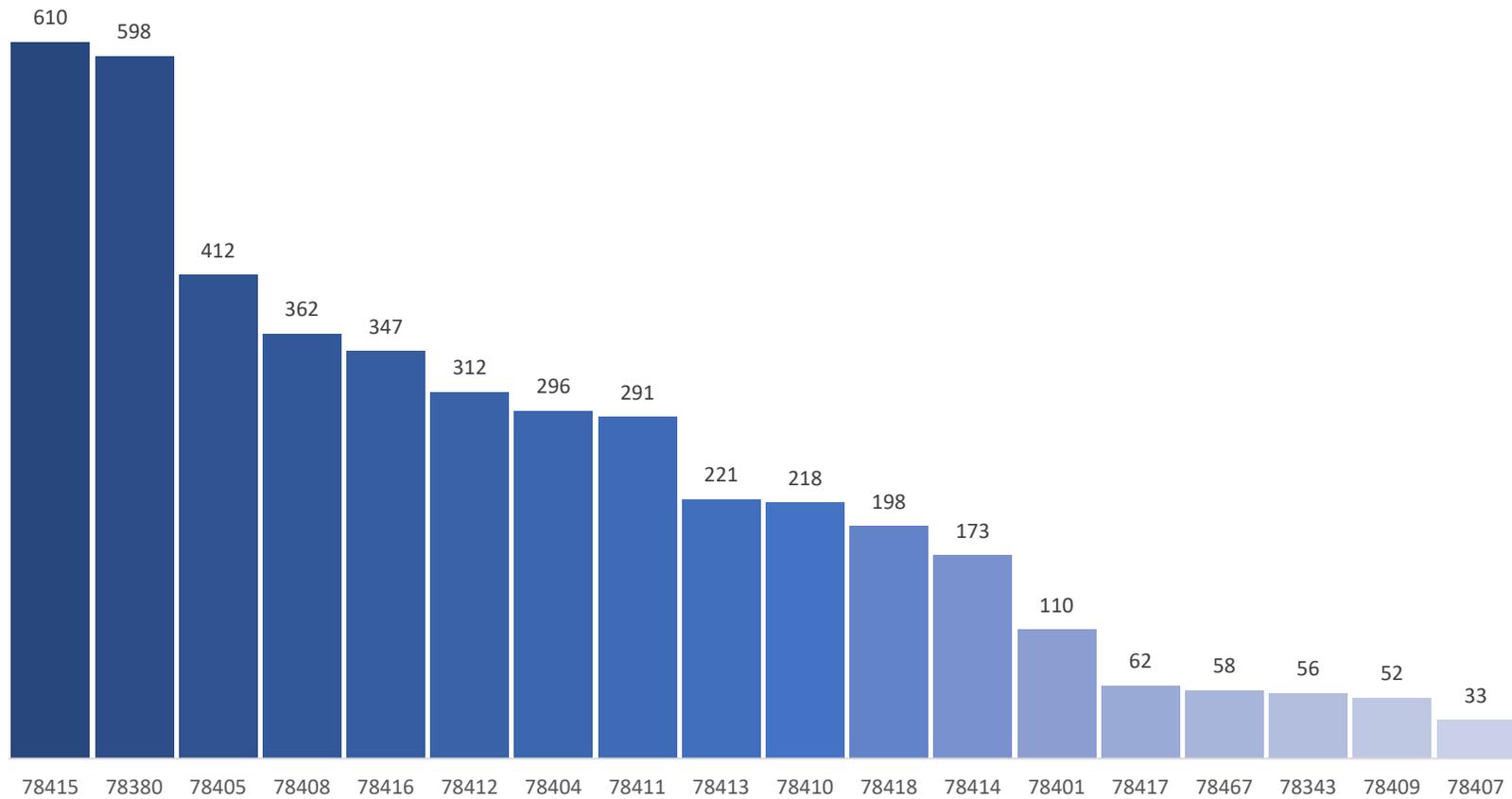
**NCHD  
Eligibility History**

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	CY Total	Avg		
<b>2018</b>																
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%		
<b>2019</b>																
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%		
<b>2020</b>																
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%		
<b>2021</b>																
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%		
<b>2022</b>																
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%		
<b>2023</b>																
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%		
<b>2024</b>																
NCHD	3,523	3,573	3,563	3,596	3,605	3,597	3,643	3,650	3,629	3,646	3,546	3,464	43,035	3,586	0%	
Pend	1,161	1,185	1,175	1,171	1,177	1,157	1,180	1,182	1,177	1,183	1,159	1,121	14,028	1,169	-4%	
Total	4,684	4,758	4,738	4,767	4,782	4,754	4,823	4,832	4,806	4,829	4,705	4,585	57,063	4,755	-1%	
% of PY	95%	98%	97%	100%	100%	100%	102%	102%	101%	101%	98%	97%	99%	99%		
<b>2025</b>																
NCHD	3,494	3,407	3,380	3,397	3,375	-	-	-	-	-	-	-	17,053	3,411	-5%	
Pend	1,113	1,106	1,129	1,147	1,140	-	-	-	-	-	-	-	5,635	1,127	-4%	
Total	4,607	4,513	4,509	4,544	4,515	-	-	-	-	-	-	-	22,688	4,538	-5%	
% of PY	98%	95%	95%	95%	94%	0%	0%	0%	0%	0%	0%	0%	40%	95%		



# Nueces County Hospital District

## Enrollment by Zipcode as of May 2025

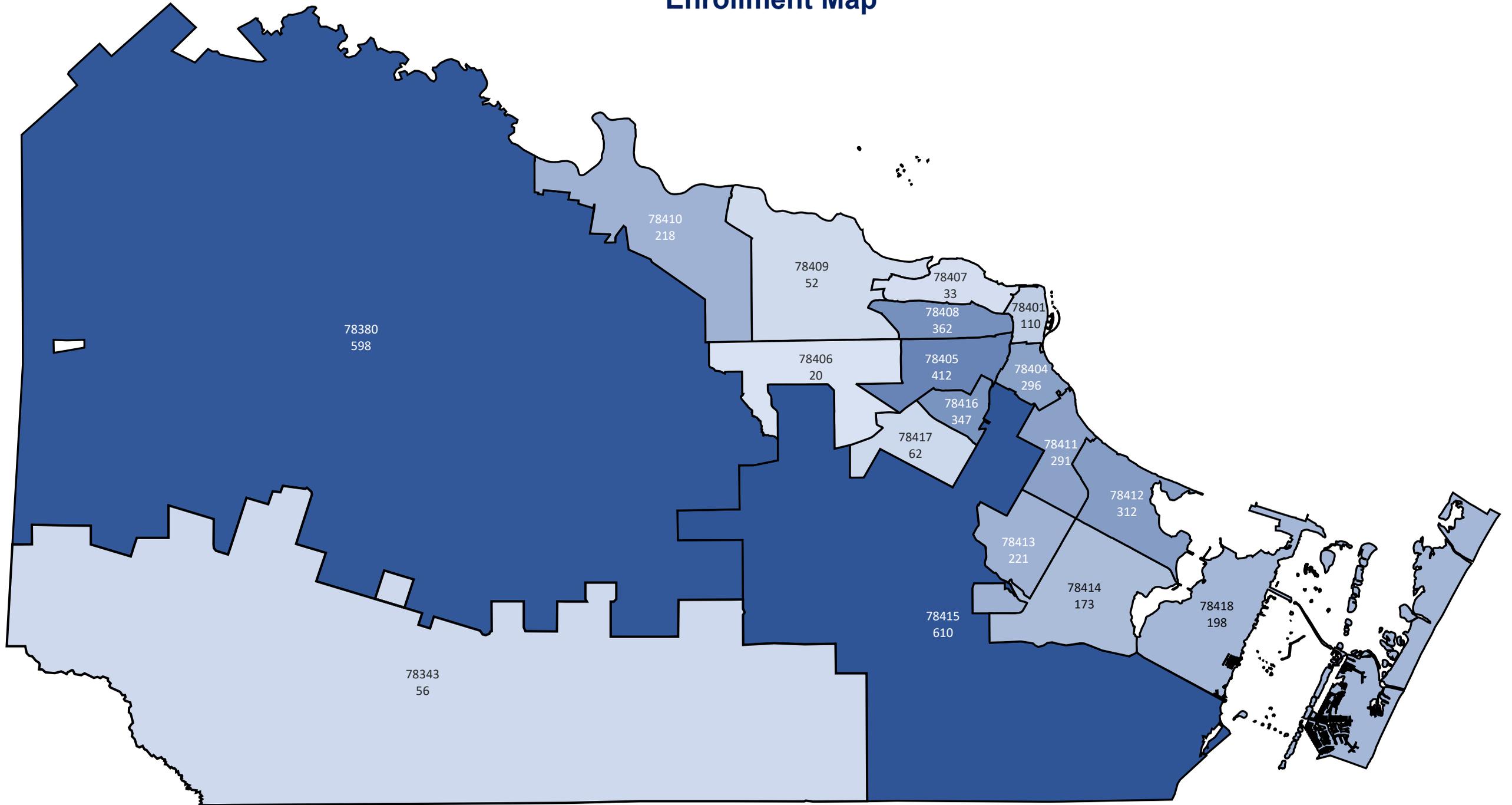


**Nueces County Hospital District  
Enrollment by Zip Code  
As of 5/31/2025**

<b>Zip Code</b>	<b>Description</b>	<b>Members</b>	<b>% to Total</b>
78415	Robstown	610	14%
78380	CC:FM 665 to CR 61 to County Line to Weber & Crosstown	598	13%
78405	CC:19th to Port Ave to Agnes, includes HPG	412	9%
78408	CC:Hwy 358 to Lipan Between I-37 & Agnes	362	8%
78416	CC:Hwy 358 to Old Brownsville to Tarlton to Weber, includes Molina	347	8%
78412	CC:Airline to Hwy 358 to Ennis Joslin to Ocean Drive	312	7%
78404	CC:Ocean Drive to So Staples to Hwy 358 to Weber to Kostoryz	296	7%
78411	CC:Six Points	291	6%
78413	CC:Weber to Holly rd to So Staples to Oso Pkwy	221	5%
78410	CC:Annville and Calallen	218	5%
78418	CC:Flour Bluff	198	4%
78414	CC:So Staples to Holly Rd to Cayo Del Oso to Oso Creek	173	4%
78401	CC:Downtown and Cargo Docks	110	2%
78417	CC:Old Brownsville to Ayers to Saratoga	62	1%
78467	CC: Leopard St Between S. Staples and Sam Rankin	58	1%
78343	Bishop + FM 665 to CR 107 W to CR 57E	56	1%
78409	CC:Hwy 44 to Up River Rd to Rand Morgan E to Hwy 358	52	1%
78407	CC: I-37 Up River Rd to South Port Ave to Joe Fulton Corridor	33	1%
	Subtotal	4,409	98%
	Total	4,508	



# Nueces County Hospital District Enrollment Map



**Nueces County Hospital District**  
**Combined Balance Sheet - All Fund Types & Account Groups**  
**As of 05/31/2025**  
(In Whole Numbers)

	General Fund	Special Revenue Fund	Trust Fund	General Fixed Assets	General Long Term Debt	TOTAL
<b>Assets</b>						
Cash & Cash Equivalents	113,026,944	50,528,905	30,476	0	0	163,586,325
Investments	5,903,447	15,339,071	0	0	0	21,242,518
Accrued Interest	0	146,980	109	0	0	147,090
Taxes Receivable, Net of Allowance	2,443,505	0	0	0	0	2,443,505
Other Receivables	0	0	0	0	0	0
Due from Other Funds	20,557	0	0	0	0	20,557
Prepaid Expenditures	77,882	0	0	0	0	77,882
Restricted Cash & Cash Equivalents - LPPF	77,365,878	0	0	0	0	77,365,878
Fixed Assets	0	0	0	14,202,608	0	14,202,608
Am't to be Provided for Retirement of LT Debt	0	0	0	0	39,952	39,952
<b>Total Assets</b>	<b>198,838,212</b>	<b>66,014,957</b>	<b>30,585</b>	<b>14,202,608</b>	<b>39,952</b>	<b>279,126,314</b>
<b>Liabilities</b>						
Accounts Payable	5,279,062	0	0	0	0	5,279,062
Accrued Payroll & Related Liabilities	347,184	0	0	0	0	347,184
Intergovernmental Transfer Obligations	77,365,878	0	0	0	0	77,365,878
Due to Other Funds	0	9,220	11,337	0	0	20,557
Deferred Revenue	2,443,505	0	0	0	0	2,443,505
Long Term Paid Time Off	0	0	0	0	39,952	39,952
<b>Total Liabilities</b>	<b>85,435,629</b>	<b>9,220</b>	<b>11,337</b>	<b>0</b>	<b>39,952</b>	<b>85,496,138</b>
<b>Fund Equity</b>						
Fund Balance	60,181,794	0	19,248	14,202,608	0	74,403,650
Committed to:						
Intergovernmental Transfers	53,220,789	0	0	0	0	53,220,789
Indigent Care	0	62,252,529	0	0	0	62,252,529
Opioid Abatement	0	2,896,734	0	0	0	2,896,734
Assigned to:						
County Health Care	0	856,473	0	0	0	856,473
Total Fund Equity	113,402,583	66,005,737	19,248	14,202,608	0	193,630,175
<b>Total Liabilities &amp; Fund Equity</b>	<b>198,838,212</b>	<b>66,014,957</b>	<b>30,585</b>	<b>14,202,608</b>	<b>39,952</b>	<b>279,126,314</b>

Nueces County Hospital District  
 Statement of Revenues and Expenditures - All Governmental and Trust Funds  
 General Fund  
 From 5/1/2025 Through 5/31/2025  
 (In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Revenues		
Taxes	371,418	40,443,949
Penalties & Interest - Taxes	64,839	308,014
Spohn Corporate Member Revenue	14,883,790	98,768,688
Investment Income	433,543	2,937,197
Other Income	25	34,162
Total Revenues	<u>15,753,615</u>	<u>142,492,010</u>
Current Expenditures		
Intergovernmental Transfers	14,054,316	97,983,117
Emergency Residency Support	116,875	935,000
County Healthcare Funding	955,822	8,521,349
Salaries	127,300	1,132,259
Benefits	69,215	593,063
Legal & Professional Fees	51,509	534,579
Purchased Services	120,303	954,068
Supplies & Materials	1,502	11,475
Rent & Leases	11,582	88,568
Repairs & Maintenance	251	688
Utilities	3,397	30,339
Insurance	2,916	23,333
Administrative & General	3,724	99,115
Capital Outlay	0	28,526
Total Current Expenditures	<u>15,518,712</u>	<u>110,935,479</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>234,902</u>	<u>31,556,531</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>234,902</u>	<u>31,556,531</u>
Fund Balance, Beginning of Year		81,846,052
FUND BALANCE, END OF YEAR		<u><u>113,402,583</u></u>

**Nueces County Hospital District**  
**Statement of Revenues and Expenditures - All Governmental and Trust Funds**  
**Special Revenue Fund**  
**From 5/1/2025 Through 5/31/2025**  
**(In Whole Numbers)**

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
<b>Revenues</b>		
Investment Income	245,096	1,892,856
Tobacco Settlement Proceeds	852,026	852,026
Opioid Settlement Proceeds	540,319	540,319
Total Revenues	<u>1,637,441</u>	<u>3,285,201</u>
<b>Current Expenditures</b>		
Legal & Professional Fees	<u>1,153</u>	<u>8,079</u>
Total Current Expenditures	<u>1,153</u>	<u>8,079</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>1,636,287</u>	<u>3,277,122</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>1,636,287</u>	<u>3,277,122</u>
Fund Balance, Beginning of Year		62,728,614
FUND BALANCE, END OF YEAR		<u><u>66,005,737</u></u>

**Nueces County Hospital District**  
**Statement of Revenues and Expenditures - All Governmental and Trust Funds**  
**Trust Fund**  
**From 5/1/2025 Through 5/31/2025**  
**(In Whole Numbers)**

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Revenues		
Investment Income	109	907
Total Revenues	109	907
Current Expenditures		
Benefits	575	9,755
Administrative & General	13	1,414
Total Current Expenditures	588	11,168
Excess of Revenues Over Expenditures Before Sources/Uses	(478)	(10,262)
Excess of Revenues Over Expenditures After Sources & Uses	(478)	(10,262)
Fund Balance, Beginning of Year		29,510
FUND BALANCE, END OF YEAR		19,248

Nueces County Hospital District  
Statement of Revenues and Expenditures - Actual v. Budget  
General Fund  
From 5/1/2025 Through 5/31/2025  
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
<b>Revenues</b>						
Taxes	371,418	284,708	86,710	40,443,949	39,199,896	1,244,053
Penalties & Interest - Taxes	64,839	21,311	43,528	308,014	237,725	70,289
Spohn Corporate Member Revenue	14,883,790	10,248,333	4,635,457	98,768,688	81,986,668	16,782,020
Investment Income	433,543	50,669	382,874	2,937,197	653,451	2,283,746
Other Income	25	0	25	34,162	150,000	(115,838)
Total Revenues	<u>15,753,615</u>	<u>10,605,021</u>	<u>5,148,594</u>	<u>142,492,010</u>	<u>122,227,740</u>	<u>20,264,270</u>
<b>Current Expenditures</b>						
Intergovernmental Transfers	14,054,316	56,782,580	42,728,264	97,983,117	131,829,898	33,846,781
Emergency Residency Support	116,875	116,875	0	935,000	935,000	0
County Healthcare Funding	955,822	980,941	25,119	8,521,349	8,190,528	(330,821)
Salaries	127,300	170,226	42,926	1,132,259	1,499,238	366,979
Benefits	69,215	83,051	13,836	593,063	705,498	112,435
Legal & Professional Fees	51,509	109,750	58,241	534,579	1,378,004	843,425
Purchased Services	120,303	113,811	(6,492)	954,068	1,111,766	157,699
Supplies & Materials	1,502	1,999	497	11,475	16,008	4,533
Rent & Leases	11,582	13,084	1,502	88,568	104,672	16,104
Repairs & Maintenance	251	1,000	749	688	8,004	7,316
Utilities	3,397	4,959	1,562	30,339	39,672	9,333
Insurance	2,916	4,000	1,084	23,333	32,004	8,671
Administrative & General	3,724	81,249	77,525	99,115	710,020	610,905
Capital Outlay	0	0	0	28,526	229,000	200,474
Extraordinary	0	417	417	0	3,336	3,336
Total Current Expenditures	<u>15,518,712</u>	<u>58,463,942</u>	<u>42,945,230</u>	<u>110,935,479</u>	<u>146,792,648</u>	<u>35,857,169</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>234,902</u>	<u>(47,858,921)</u>	<u>48,093,823</u>	<u>31,556,531</u>	<u>(24,564,908)</u>	<u>56,121,439</u>
<b>Other Financing Sources &amp; Uses</b>						
Operating Transfers In	0	(650,000)	(650,000)	0	(650,000)	(650,000)
Total Other Financing Sources & Uses	<u>0</u>	<u>(650,000)</u>	<u>(650,000)</u>	<u>0</u>	<u>(650,000)</u>	<u>(650,000)</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>234,902</u>	<u>(47,208,921)</u>	<u>47,443,823</u>	<u>31,556,531</u>	<u>(23,914,908)</u>	<u>55,471,439</u>
Fund Balance, Beginning of Year				81,846,052	0	81,846,052
<b>FUND BALANCE, END OF YEAR</b>				<u>113,402,583</u>	<u>(23,914,908)</u>	<u>137,317,491</u>

Nueces County Hospital District  
Statement of Revenues and Expenditures - Actual v. Budget  
Tobacco Settlement Fund  
From 5/1/2025 Through 5/31/2025  
(In Whole Numbers)

UNAUDITED

	<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Period Budget Variance</u>	<u>Current Year Actual</u>	<u>YTD Budget</u>	<u>YTD Budget Variance</u>
Revenues						
Investment Income	2,617	0	2,617	2,665	0	2,665
Tobacco Settlement Proceeds	<u>852,026</u>	<u>0</u>	<u>852,026</u>	<u>852,026</u>	<u>650,000</u>	<u>202,026</u>
Total Revenues	<u>854,643</u>	<u>0</u>	<u>854,643</u>	<u>854,690</u>	<u>650,000</u>	<u>204,690</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>854,643</u>	<u>0</u>	<u>854,643</u>	<u>854,690</u>	<u>650,000</u>	<u>204,690</u>
Other Financing Sources & Uses						
Operating Transfers Out	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>650,000</u>	<u>650,000</u>
Total Other Financing Sources & Uses	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>650,000</u>	<u>650,000</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>854,643</u>	<u>0</u>	<u>854,643</u>	<u>854,690</u>	<u>0</u>	<u>854,690</u>
Fund Balance, Beginning of Year				1,783	0	1,783
FUND BALANCE, END OF YEAR				<u>856,473</u>	<u>0</u>	<u>856,473</u>

**Nueces County Hospital District**  
**Statement of Revenues and Expenditures - Actual v. Budget**  
**Opioid Settlement Fund**  
**From 5/1/2025 Through 5/31/2025**  
**(In Whole Numbers)**

UNAUDITED

	<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Period Budget Variance</u>	<u>Current Year Actual</u>	<u>YTD Budget</u>	<u>YTD Budget Variance</u>
Revenues						
Investment Income	10,048	0	10,048	70,727	0	70,727
Opioid Settlement Proceeds	<u>540,319</u>	<u>0</u>	<u>540,319</u>	<u>540,319</u>	<u>0</u>	<u>540,319</u>
Total Revenues	<u>550,368</u>	<u>0</u>	<u>550,368</u>	<u>611,047</u>	<u>0</u>	<u>611,047</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>550,368</u>	<u>0</u>	<u>550,368</u>	<u>611,047</u>	<u>0</u>	<u>611,047</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>550,368</u>	<u>0</u>	<u>550,368</u>	<u>611,047</u>	<u>0</u>	<u>611,047</u>
Fund Balance, Beginning of Year				2,285,688	0	2,285,688
FUND BALANCE, END OF YEAR				<u>2,896,734</u>	<u>0</u>	<u>2,896,734</u>

Nueces County Hospital District  
Statement of Revenues and Expenditures - Actual v. Budget  
Indigent Care Fund  
From 5/1/2025 Through 5/31/2025  
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Investment Income	232,430	75,489	156,941	1,819,464	601,317	1,218,147
Total Revenues	232,430	75,489	156,941	1,819,464	601,317	1,218,147
Current Expenditures						
Legal & Professional Fees	1,153	1,000	(153)	8,079	8,000	(79)
Total Current Expenditures	1,153	1,000	(153)	8,079	8,000	(79)
Excess of Revenues Over Expenditures Before Sources/Uses	231,277	74,489	156,788	1,811,385	593,317	1,218,068
Excess of Revenues Over Expenditures After Sources & Uses	231,277	74,489	156,788	1,811,385	593,317	1,218,068
Fund Balance, Beginning of Year				60,441,144	0	60,441,144
FUND BALANCE, END OF YEAR				62,252,529	593,317	61,659,212

**89<sup>th</sup> Texas Legislature Recap**  
***Patricia Shipton & Joel Romo***  
**6.27.25**

The Texas Legislature adjourned Sine Die on Monday, June 2 with a laundry list of statewide issues to take home and campaign on before the next legislative session. There were 8,719 pieces of legislation filed during the 89th Regular Session, the highest number of bills since 1991. This session's passage rate of 13.8% was the lowest since 1991, whereas most sessions experience a passage rate of usually 20%. This can be attributed to the high number of bills filed, House committees appointed later in the session and the high number of freshmen members submitting bill drafts. Over 1,300 bills & joint resolutions were passed and sent to the Governor or to voters for them to vote on in the upcoming November elections.

Texas lawmakers signed off on Senate Bill 1, the 2026-2027 two-year spending plan of \$338 billion including large-ticket items, such as property tax relief, the Education Savings Account program, and public school funding, among other things. As a sidenote, Texas became the 34th state to enact a school choice program when Governor Abbott signed Senate Bill 2 into law this past May.

House Bill 2- provides \$8.5 billion in additional funding for public education. Includes \$100M to offset rising regional insurance cost – a major win for coastal communities and school districts across South Texas.

Designated as an emergency item, a landmark bail reform package has already been signed by Governor Abbott - and part of it will be on the ballot for Texas voters this November. The package includes Senate Bill 9 and Senate Joint Resolution 5, which would give judges greater discretion to deny bail in serious violent cases and limit magistrates' ability to reduce bonds set by district courts.

Senate Bill 3 – the THC Ban - A comprehensive ban on consumable hemp-derived THC products, such as delta-8 and delta-9, was vetoed by Governor Abbott and will now be considered during a Special Session which he has set for July 21<sup>st</sup>. Additional items will be

added to the agenda and only he can identify the priorities that will be considered during the 30-day special session.

Additionally, the Texas Sunset Review process for the 90<sup>th</sup> Regular Session will include major agencies such as the Health & Human Services Commission, Texas Department of State Health Services, and Texas Workforce Commission.

The 90<sup>th</sup> Regular Session is set to convene on January 12, 2027 and lawmakers will waste no time during the interim holding hearings on key policy issues as they prepare for the new legislature and revisit issues that may not have made it across the finish line this session.

### **Nueces County Hospital District 89<sup>th</sup> Regular Session** **Legislation**

- **SB 2069 by Sen. Zaffirini** – Requires the Texas Health & Human Services Commission to create a workgroup to study the feasibility of creating a statewide or regional registry of available acute psychiatric beds. *Effective 9/1/25*
- **HB 19** - Relating to the issuance and repayment of debt by local governments, including the adoption of an ad valorem tax rate and the use of ad valorem tax revenue for the repayment of debt. *Died in committee.* Numerous versions of this bill dealing with certificates of obligations, bond elections, and use of these funds were attempted but we were able to work with our colleagues from the Teaching Hospital of Texas, Texas Municipal League, Tx Associations of Counties, Texas Association of Community Colleges, etc. to stall these on the House Calendars Committee. *Numerous scaled back versions of the bill were attempted but we were able to stall them in committees.*
- **House Bill 3093 (Villalobos/J. Hinojosa)** – amends current law relating to the calculation of certain ad valorem tax rates of a taxing unit for a year in which a property owner provides notice that the owner intends to appeal an order of an appraisal review board determining a protest by the owner regarding the appraisal of the owner's property.
- Effective immediately as of 5/24/25

- **H.B. 2856** would direct the Texas Higher Education Coordinating Board to study the feasibility of regional portals—centralized platforms for coordinating and reserving clinical training placements at healthcare facilities—by assessing regional needs, estimating costs, and identifying necessary maintenance and staffing for implementation and long-term operation. Accordingly, this bill would explore a structured approach to streamlining clinical placement coordination, expand student access to hands-on training opportunities, and strengthen the healthcare workforce pipeline by assessing how institutions of higher education can better collaborate with healthcare facilities to meet growing demand. *NCHD supported. Effective 9/1/25.*
- **HB 3800** - In developing its October 2024 final report, the Texas Healthcare Workforce Task Force, which was created by the Texas Higher Education Coordinating Board to examine the health care workforce shortage in Texas, learned about several successful collaborations and partnerships, including those involving educational institutions from high schools to universities, employers, local clinics, physician offices, hospitals, and state and local government agencies, that have occurred across the state seeking to ensure the effective development of a local health care workforce. **H.B. 3800** seeks to further this collaboration by requiring the Texas Workforce Commission to create an advisory board with members from institutions of higher education, health care-related entities, and local workforce development boards to develop a resource guide to help facilitate collaborations among health care providers and such institutions in more effectively identifying and addressing local health care workforce needs. *Effective 9/1/25*
- **SB 19** – Prohibits use of taxpayer funds for the hiring of lobbyist. *Died in the House. May be added to the Governor’s Call as part of the 1<sup>st</sup> Called Special Session.*
- **SB 1453** -Relating to the current debt rate and tax rate of a taxing unit for ad valorem tax purposes. This bill essentially is written to tighten up the strings on I&S. The minimum amount to service debt (in my interpretation) would be a declaration of the current existing debt service plus any additional debt

within the budget that will be or is proposed to be issued during the budget cycle for purposes of determining I&S in the TNT calculations.

- **SB 1901** - Relating to the administration of the Texas Opioid Abatement Fund Council and Texas Opioid Abatement Trust Fund. **S.B. 1901** makes several changes to clarify and strengthen the ethics and administration of the Opioid Abatement Fund Council and its council members, including providing a six-year, staggered term for council members; defining conflicts of interest; allowing the Texas Treasury Safekeeping Trust Company to reallocate funds for distribution to local governments if a local government affirmatively refuses the funds; and repealing voting thresholds by the appointing authority to enable individual council members to recuse themselves due to conflicts of interest.
- **HB 2851** by Rep. Howard/ Sen. Kolkhorst - Relating to including nursing school applications in a consolidated application service. This bill requires a service or organization that provides consolidated application services for applications to medical schools or dental schools, including the Texas Medical and Dental Schools Application Service operated through the UT System must include applications for nursing schools in this state. The bill requires THES at UT to establish an advisory board for recommendations on how to include nursing school applications and an implementation plan. Advisory Board are members of nursing profession with expertise in professional nursing programs or expertise in application process.
- **HB 3801** by Rep. Orr - Relating to the establishment of the Health Professions Workforce Coordinating Council and the abolition of the statewide health coordinating council and the nursing advisory committee of that council. HB 3801 would create the health professions workforce coordinating council to study and develop a strategic approach for ensuring a thriving health care system and health professions workforce in this state. The statewide health coordinating council was abolished as it primarily focused on addressing physician, mental health and nursing workforce shortages. The goal of this broader council is to address all health professional shortages.
- **HB 879** by Rep. Frank/ Sen. Hagenbuch - Relating to the licensing of certain military veterans as health care providers. (Signed by Governor – Effective Sept. 1, 2025) HB 879 requires the TMB/TNB and Physician Assistant

Board to issue a license to practice medicine or nursing in this state to an applicant who is licensed in good standing in another state; is a veteran of the US armed forces who retired not more than one year before the date of the license; was at the time of retiring or leaving serving active duty in this state and authorized to treat military persons; has passed the Texas medical jurisprudence exam. Bill prohibits issuing a license to those who hold an inactive license or DEA license due to active investigation or disciplinary action or convicted of a felony or misdemeanor involving moral turpitude.

- **HB 2038** by Rep. Oliverson/ Sen. Sparks - Relating to the issuance by the Texas Medical Board of certain licenses to practice medicine and the authority of an insured to select certain license holders under the insured's health policy. HB 2038 requires the medical board to issue a provisional license to a foreign medical license holder who submits an application, has been granted a Doctor of Medicine degree or similar degree, has been licensed in good standing in another country and who has completed residency or similar program and has satisfied exam requirements, is proficiency in English and is authorized to work in US and offered employment and is a citizen of the US or has been issued a visa. Provisional license is good for 2 years and may only practice in a facility with an accredited residency program. The bill also contains a new licensure for physician graduates. The TMB may issue a limited license to practice medicine to residents of Texas that have graduated in the preceding 2 years from a board recognized US or Canadian medical school or school outside US that the TMB recognizes. If the applicant is in good standing and has passed first and second components of medical licensing, is not enrolled in a residency program and meets other requirements by board. The physician would have to have a sponsoring physician and supervising practice agreement. The bill limits the physician graduate to only practice in a county with a population less than 100,000 and provide services in specialty in which sponsoring physician is certified under supervision. *Effective 9/1/25.*
- **HB 4801/SB 2666 (Villalobos/Hinojosa)** – HB 4806 received a hearing in the House Intergovernmental Affairs Committee. Stakeholders shared concerns with lawmakers and committee members. We recommend an interim strategy to develop a new proposal and prepare for the 90<sup>th</sup> Regular Session.

**The Texas Higher Education Coordinating Board Health-Related Workforce Strategies were maintained or increased in Senate Bill 1 – the FY 2026-2027 Final Budget.**

- \$844,440 increase for the Child Mental Health Care Consortium
- \$71.33 million increase for GME Expansion Grant Programs
- Family Residency, Preceptorship, Trauma Care, and Joint Admission Medical Program, Professional Nursing Shortage Reduction Program, Forensic Psych fellowship, Rural residency, Nurse Scholarships and Nurse Loan repayment and Nursing Innovation Grants were maintained at last biennium's levels.
- New: \$5 million for the biennium the Family-Medicine Obstetrics program to support the development or expansion and administration of family medicine-obstetrics postgraduate training grant programs and to support the salaries and benefits of the training physicians
- New \$5 million for the biennium Behavioral Health Innovation to support to support recruitment, training, and retention programs in behavioral health fields through the solicitation of grant applications from public community colleges.

# DRAFT

## PERSONAL SERVICES CONTRACT

THIS CONTRACT FOR PERSONAL SERVICES is made by and between Nueces County Hospital District (the “Hospital District” or “District”) and Joel J. Romo, (the “Contractor”) for the purpose of contracting for personal services.

### 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 Contract had, full power and authority to manage, control, administer, and to adopt rules governing operation of the District;

**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;

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

**WHEREAS**, the Hospital District desires to contract for personal consulting services relating to Texas legislative, regulatory, agency, departmental, and state-provided funding matters when the Legislature is not in Session as described in Attachment B - Services to be Provided by Contractor; and

**WHEREAS**, notwithstanding the foregoing recital, the Hospital District’s primary objective under this Contract is to identify state-provided funding and the secondary objectives are to represent the Hospital District’s interests when the Legislature is not in Session, each as described in Attachment B - Services to be Provided by Contractor.

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

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## **AGREEMENT**

### **ARTICLE 1 SCOPE OF SERVICES TO BE PROVIDED BY HOSPITAL DISTRICT AND CONTRACTOR**

Hospital District hereby agrees to perform those tasks and services described in Attachment A, which is attached hereto and made a part thereof this Contract.

Contractor hereby agrees to perform those tasks and services described in Attachment B, which is attached hereto and made part thereof of this Contract.

### **ARTICLE 2 CONTRACT PERIOD**

This Contract shall begin on July 1, 2025 and shall terminate at the close of business on December 31, 2025, unless extended by supplemental agreement duly executed by the Contractor and the Hospital District prior to the date of termination, as provided in Article 9 - Supplemental Agreements, or otherwise terminated, as provided in Article 16 - Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

### **ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT**

The maximum amount payable under this Contract is Fifteen Thousand Dollars (\$15,000), unless modified as provided in Article 9 - Supplemental Agreements. Maximum amount payable is not inclusive of any reimbursable expenses as set-out below.

Payments will be made monthly at Two Thousand Five Hundred Dollars (\$2,500) per month through December of 2025. Both parties agree and recognize that any reduction in payment should reflect a proportional reduction in expected monthly hours worked by Contractor.

The Contractor shall prepare and submit to the Hospital District monthly invoices and progress reports stating the status and description of the work accomplished during the billing period; the invoices and reports shall be sent directly to the Administrator, the District's representative under this Contract.

# DRAFT

If requested by the Hospital District, the Contractor shall execute and submit all necessary accounting and/or legal reporting forms (i.e., Internal Revenue Form W-9-Request for Taxpayer Identification Number, Texas Ethics Commission Form 1295-Certificate if Interested Parties, etc.) as statutorily required or requested by Hospital District, prior to the remittance of any payments by the Hospital District for work.

The Hospital District reserves the right to withhold payment pending verification of satisfactory work.

The Hospital District will NOT pay reasonable expenses incurred relative to the Contractor's duties, including travel expenses, long-distance telephone calls, special mailing, and delivery expenses.

**The Hospital District assumes no liability for work performed or costs incurred prior to the effective date of this Contract during periods when work is suspended, or after the Contract completion date.**

## ARTICLE 4 WORK AUTHORIZATIONS

[Specifically Excluded]

## ARTICLE 5 PROGRESS

The Contractor shall, from time to time during the progress of the work, confer with the Hospital District. The Contractor shall prepare and present such information as may be pertinent and necessary, or as may be requested by the District to evaluate features of the work. Upon request by the District, the Contractor shall make presentations to the Board, District staff, and as otherwise directed by the District.

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

# DRAFT

The Contractor shall report to the Administrator for purposes of this Contract. If the Contractor has questions on directions, or on any of the tasks and services to be performed in Attachment A or B, the Contractor should seek clarity through the Administrator.

The Contractor shall promptly advise the Hospital District, through the Administrator, in writing of events which have a significant impact upon the progress of work, including:

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

## ARTICLE 6 SUSPENSION

The Hospital District may suspend the work, but not terminate the Contract, by giving written notice a minimum of two (2) calendar days prior to the date of suspension. The two (2)-day notice may be waived if approved in writing by the parties.

The work will be reinstated and resumed in full force and effect within ten (10) calendar days of receipt of written notice from the Hospital District to resume the work. The ten (10) day notice may be waived if approved in writing by both parties.

If the Hospital District suspends the work, the Contract period, as determined in Article 2 - Contract Period, is not affected and the Contract will terminate on the date specified unless the Contract is amended as provided in Article 9 - Supplemental Agreements.

## ARTICLE 7 ADDITIONAL WORK

If the Contractor determines that any work it has been directed to perform is beyond the scope of this Contract and constitutes extra work, it shall promptly notify the Hospital District through the

# DRAFT

Administrator in writing. In the event the District determines that such work constitutes extra work and exceeds the maximum amount payable, the District shall so advise the Contractor and a supplemental agreement may be executed, as provided in Article 9 - Supplemental Agreements.

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

## ARTICLE 8 CHANGES IN WORK

If the Hospital District finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the Contract, the Contractor shall make such revisions if requested and as directed by the District. This will be considered additional work and paid for as specified under Article 7- Additional Work.

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

## ARTICLE 9 SUPPLEMENTAL AGREEMENTS

The terms of this Contract may be modified by supplemental agreement if the Hospital District determines that there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided in Article 3 - Compensation and Method of Payment.

Any supplemental agreement must be executed by both parties within the Contract period specified in Article 2 - Contract Period.

**No claim for extra work done shall be made by the Contractor until full execution of the supplemental agreement and authorization to proceed is issued by the Hospital District. The District reserves the right to withhold payment pending verification of satisfactory work performed.**

# DRAFT

## **ARTICLE 10 PUBLIC INFORMATION ACT**

All data, and other documents created or collected under the terms of this Contract are the exclusive property of the Hospital District and shall be furnished to the District upon request. All documents prepared by the Contractor and all documents furnished to the Contractor by the District shall be delivered to the Administrator upon completion or termination of this Contract. The Contractor, at its own expense, may retain copies of such documents or any other data which it has furnished the District under this Contract. Release of information will be in accordance with the Texas Public Information Act.

## **ARTICLE 11 SUBCONTRACTING**

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

## **ARTICLE 12 EVALUATION OF WORK**

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

## **ARTICLE 13 SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for review by the Hospital District before a final report is issued. The District's comments on the Contractor's preliminary report shall be addressed in the final report.

Page 6 of 16

# DRAFT

All reports, whether preliminary or final, shall be submitted to the Administrator. The Administrator is responsible for disseminating the information to the Board and as appropriate within the Hospital District.

Unless during an open meeting pursuant to Texas Government Code Chapter 551 of the Board, Contractor shall not convey any information received from any member of the Board to any other member of the Board.

If contacting a member of the Board by email, Contractor shall send a copy under separate email to each of the other member of the Board and Administrator to avoid any potential Open Meetings Act (OMA) Texas Government Code Chapter 551 violations.

## **ARTICLE 14 COMPUTER DOCUMENTS AND INFORMATION EXCHANGE**

All computer files must be compatible with the Hospital District's computer systems without conversion or modifications.

All graphics media provided by the Contractor shall be delivered to the Hospital District.

## **ARTICLE 15 VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of the Contract terms or breach of Contract by the Contractor shall be grounds for termination of the Contract and any increased cost arising from the Contractor's default, breach of Contract, or violation of Contract terms shall be paid by the Contractor. This Contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

## **ARTICLE 16 TERMINATION**

This Contract shall terminate at the close of business on December 31, 2025 unless extended as provided in Article 9 - Supplemental Agreements.

# DRAFT

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

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

Should the Hospital District terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Contractor. In determining the value of the work performed by the Contractor prior to termination the District shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the District terminate this Contract under Item 4 of the above paragraph, the amount charged during the thirty (30) calendar day notice period shall not exceed the amount charged during the preceding thirty (30) calendar days.

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

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the Hospital District and the Contractor under this Contract, except the obligations set forth in Articles 10, 12, 17, 18, 19, and 20 of this Contract. If the termination of this Contract is due to the failure of the Contractor to fulfill its Contract obligations, the District may take over the project and prosecute the work to completion. In such case, the Contractor shall be liable to the District for any additional cost occasioned to the District.

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## ARTICLE 17 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable Federal, State, and local laws, statutes, codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this Contract, including, without limitation licensing laws and regulations. In particular, Contractor represents he/she shall comply with Chapter 305 of the Texas Government Code, including reporting requirements regarding conflict of interest. When required, the Contractor shall furnish the Hospital District with satisfactory proof of its compliance.

It is expressly understood by the Contractor, that from the date of award of this Contract to one (1) year after termination or expiration of Contract's term, the Contractor is prohibited from providing gifts of any form to any Board member, the Administrator, any District official, or any District employee.

## ARTICLE 18 INDEMNIFICATION

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

# **DRAFT**

## **ARTICLE 19 CONTRACTOR'S RESPONSIBILITY**

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

## **ARTICLE 20 RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS**

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

## **ARTICLE 21 SUCCESSORS AND ASSIGNS**

The Contractor and the Hospital District do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this Contract and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Contract.

The Contractor shall not assign, subcontract, or transfer its interest in this Contract without the prior written consent of the Hospital District.

## **ARTICLE 22 SEVERABILITY**

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

Page **10** of **16**

# DRAFT

## **ARTICLE 23 PRIOR CONTRACT SUPERSEDED**

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

## **ARTICLE 24 AUTHORITY TO ACT AS LOBBYIST**

Contractor warrant that he is registered as a lobbyist as required under Chapter 305 of the Texas Government Code; that Contractor is authorized by law to act as a lobbyist for the Hospital District; that there is no legal or ethical impediment to Contractor acting as a lobbyist for the District; and that Contractor shall immediately communicate to the District in writing any change in Contractor's status as a registered lobbyist or authority to lawfully and ethically act as a lobbyist for the District.

## **ARTICLE 25 CONFIDENTIALITY**

During and after the Term of this Contract, Contractor agrees to strictly maintain the confidentiality of all information pertaining to the Hospital District and its personnel not open to the public under the Texas Public Information Act (Tex. Gov't Code Ann., Chapter 552) and will not use any such information to the detriment of the District or its officers or employees at any time. In the event any member of the public or media requests information pertaining to the District or its personnel from the Contractor, Contractor shall immediately direct the requesting party to the custodian of public information designated by the District and shall also immediately notify the District of the request.

## **ARTICLE 26 CONFLICT OF INTEREST**

Contractor affirms and warrants that he has no conflict of interest regarding the services to be provided under this Contract that would affect the representation undertaken herein. Contractor warrants that all representation within the last three (3) calendar years, by Contractor of an interest adverse to or conflicting with any interest of the Hospital District or any of its departments, boards,

Page 11 of 16

# DRAFT

employees or appointed and officials, has been fully disclosed in writing to the District. Contractor must provide the District with a list of any clients or business associates of the Contractor any of Contractor's employees or subcontractors which may have any interest in District projects or legislation covered under this Contract. This list shall include the nature of the interest the client or business has in the District project or legislation. Contractor has an obligation to update the list as new clients, associates or interests develop. Such notice should be given 3 business days after Consultants obtain the additional information.

## **ARTICLE 27 INDEPENDENT CONTRACTOR RELATIONSHIP**

Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The Contractor shall be deemed at all times to be an independent contractor. The Hospital District shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this Contract. The Contractor expressly agrees to indemnify and hold harmless the District, its agents, officer, and employees, for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of Contractor.

## **ARTICLE 28 NOTICES**

All notices from one party to another, required under this Contract, shall be personally delivered or mailed to such party at the following respective address:

### **HOSPITAL DISTRICT**

Jonny F. Hipp, Administrator  
Nueces County Hospital District  
555 N. Carancahua, Suite 950  
Corpus Christi, TX 78401

### **CONTRACTOR**

Joel J. Romo  
P.O. Box 114  
Chappell Hill, Texas 77426

**DRAFT**

**ARTICLE 29  
VENUE AND GOVERNING LAW**

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

**IN WITNESS WHEREOF**, this Contract is effective July 1, 2025

**NUECES COUNTY HOSPITAL DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
Jonny F. Hipp  
Administrator/CEO

By: \_\_\_\_\_  
Joel J. Romo

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

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

**List of Attachments:**

- Attachment A – Services to be provided by Hospital District
- Attachment B – Services to be provided by Contractor

# DRAFT

## ATTACHMENT A SERVICES TO BE PROVIDED BY HOSPITAL DISTRICT

1. Provide overall direction and day-to-day coordination, clarification, and information about the Hospital District's Texas legislative, regulatory, agency, and departmental, and state-funding objectives when the Legislature is not in Session.

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## ATTACHMENT B SERVICES TO BE PROVIDED BY CONTRACTOR

The Hospital District's primary objective under this Contract is to identify state-provided funding as described below. The secondary objectives are to represent the interests of the Hospital District.

When the Texas Legislature is not in Session:

### A. Primary Objectives:

1. Research and identify state regulatory, agency, department, and other state-provided funding opportunities relating to graduate medical education and recruitment and retention of physicians.
2. Research and identify state regulatory, agency, department, and other state-provided funding opportunities relating to public health services, mental health services, mental health facilities, and emergency medical services.
3. Research and identify state regulatory, agency, department, and other state-provided funding opportunities relating to diversion of persons from jails and other detention facilities, including, but not necessarily limited to the following programs or services: Crisis Intervention, Jail Diversion, Mobile Crisis Outreach, Jail-Based Competency Restoration, Walk-In Crisis Intervention, and Forensic Assertive Community Treatment.

### B. Secondary Objectives:

1. Represent the interests and concerns of the Hospital District to lawmakers in both houses of the Legislature and their staff.
2. Represent the interests and concerns of the Hospital District to Texas regulators, agencies, departments, and state entities providing funding and their heads and staff.
3. Monitor proposed rules and persuade state regulators, agencies, and departments to write and support rules that benefit the Hospital District.
4. Monitor proposed legislation, amendments, budget, and rule-making discussions relevant to the Hospital District.
5. Monitor of legislative committee hearings, interim committee meetings, rule-making hearings, studies underway, and notices of legislation being proposed that are relevant to the Hospital District.
6. Inform heads and staff of state regulators, agencies, and departments as needed regarding the Hospital District's priorities.
7. Utilize existing relationships with lawmakers and their staff, as well as state regulatory, agency, and departments heads and staff, to further the interests of the Hospital District.

Page 15 of 16

# DRAFT

8. Provide guidance on defeating, supporting, or amending regulatory, agency, and department rule proposals as necessary to preserve and protect the interests of the Hospital District.
9. Provide updates to the Hospital District on issues of interest or concern to the District.
10. Assist and advise the Board and Administrator with preparation of verbal and written comments on rules proposed by state regulators, agencies, and departments and consult regarding the District's communication efforts.
11. Provide briefings as needed to the Board and Administrator regarding any action taken at interim committee meetings, rule-making hearings, studies underway, and notice of legislation or action being proposed that affects the interests of the Hospital District.
12. Monitor interim committee meetings, rule-making hearings, and studies underway relating to public health services, mental health services, and emergency medical services.
13. Monitor interim committee meetings, rule-making hearings, and studies underway relating to the Hospital District including, but not necessarily limited to the following programs and services: graduate medical education and recruitment and retention of physicians.
14. Monitor interim committee meetings, rule-making hearings, and studies underway relating to diversion of persons from jails and other detention facilities, including, but not necessarily limited to the following programs or services: Crisis Intervention, Jail Diversion, Mobile Crisis Outreach, Jail-Based Competency Restoration, Walk-In Crisis Intervention, and Forensic Assertive Community Treatment.
15. Monitor interim committee meetings, rule-making hearings, and studies underway relating to the Hospital District including, but not necessarily limited to the following: Indigent Health Care, Legislative Expansions and Mandates Affecting Hospital Districts, Intergovernmental Transfers, Hospital District Property Taxes , Hospital District Finances, Use of Hospital District Funds, Eminent Domain, Board appointments, terms, qualifications for office, and removal, Medicaid, Medicaid Supplemental Payment Programs, Supplemental Payment Programs sponsored by the Texas Health and Human Services Commission, Tax Increment Financing, Bonds and Certificates of Obligation, Alternative Debt Financing Methods, and Sale of Real Property.

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## PERSONAL SERVICES CONTRACT

THIS CONTRACT FOR PERSONAL SERVICES is made by and between Nueces County Hospital District (the “Hospital District” or “District”) and Patricia A. Shipton, (the “Contractor”) for the purpose of contracting for personal services.

### 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 Contract had, full power and authority to manage, control, administer, and to adopt rules governing operation of the District;

**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;

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

**WHEREAS**, the Hospital District desires to contract for personal consulting services relating to Texas legislative, regulatory, agency, departmental, and state-provided funding matters when the Legislature is not in Session as described in Attachment B - Services to be Provided by Contractor; and

**WHEREAS**, notwithstanding the foregoing recital, the Hospital District’s primary objective under this Contract is to identify state-provided funding and the secondary objectives are to represent the Hospital District’s interests when the Legislature is not in Session, each as described in Attachment B - Services to be Provided by Contractor.

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

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## **AGREEMENT**

### **ARTICLE 1 SCOPE OF SERVICES TO BE PROVIDED BY HOSPITAL DISTRICT AND CONTRACTOR**

Hospital District hereby agrees to perform those tasks and services described in Attachment A, which is attached hereto and made a part thereof this Contract.

Contractor hereby agrees to perform those tasks and services described in Attachment B, which is attached hereto and made part thereof of this Contract.

### **ARTICLE 2 CONTRACT PERIOD**

This Contract shall begin on July 1, 2025 and shall terminate at the close of business on December 31, 2025, unless extended by supplemental agreement duly executed by the Contractor and the Hospital District prior to the date of termination, as provided in Article 9 - Supplemental Agreements, or otherwise terminated, as provided in Article 16 - Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

### **ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT**

The maximum amount payable under this Contract is Fifteen Thousand Dollars (\$15,000), unless modified as provided in Article 9 - Supplemental Agreements. Maximum amount payable is not inclusive of any reimbursable expenses as set-out below.

Payments will be made monthly at Two Thousand Five Hundred Dollars (\$2,500) per month through December of 2025. Both parties agree and recognize that any reduction in payment should reflect a proportional reduction in expected monthly hours worked by Contractor.

The Contractor shall prepare and submit to the Hospital District monthly invoices and progress reports stating the status and description of the work accomplished during the billing period; the invoices and reports shall be sent directly to the Administrator, the District's representative under this Contract.

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If requested by the Hospital District, the Contractor shall execute and submit all necessary accounting and/or legal reporting forms (i.e., Internal Revenue Form W-9-Request for Taxpayer Identification Number, Texas Ethics Commission Form 1295-Certificate if Interested Parties, etc.) as statutorily required or requested by Hospital District, prior to the remittance of any payments by the Hospital District for work.

The Hospital District reserves the right to withhold payment pending verification of satisfactory work.

The Hospital District will NOT pay reasonable expenses incurred relative to the Contractor's duties, including travel expenses, long-distance telephone calls, special mailing, and delivery expenses.

**The Hospital District assumes no liability for work performed or costs incurred prior to the effective date of this Contract during periods when work is suspended, or after the Contract completion date.**

## ARTICLE 4 WORK AUTHORIZATIONS

[Specifically Excluded]

## ARTICLE 5 PROGRESS

The Contractor shall, from time to time during the progress of the work, confer with the Hospital District. The Contractor shall prepare and present such information as may be pertinent and necessary, or as may be requested by the District to evaluate features of the work. Upon request by the District, the Contractor shall make presentations to the Board, District staff, and as otherwise directed by the District.

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

# DRAFT

The Contractor shall report to the Administrator for purposes of this Contract. If the Contractor has questions on directions, or on any of the tasks and services to be performed in Attachment A or B, the Contractor should seek clarity through the Administrator.

The Contractor shall promptly advise the Hospital District, through the Administrator, in writing of events which have a significant impact upon the progress of work, including:

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

## ARTICLE 6 SUSPENSION

The Hospital District may suspend the work, but not terminate the Contract, by giving written notice a minimum of two (2) calendar days prior to the date of suspension. The two (2)-day notice may be waived if approved in writing by the parties.

The work will be reinstated and resumed in full force and effect within ten (10) calendar days of receipt of written notice from the Hospital District to resume the work. The ten (10) day notice may be waived if approved in writing by both parties.

If the Hospital District suspends the work, the Contract period, as determined in Article 2 - Contract Period, is not affected and the Contract will terminate on the date specified unless the Contract is amended as provided in Article 9 - Supplemental Agreements.

## ARTICLE 7 ADDITIONAL WORK

If the Contractor determines that any work it has been directed to perform is beyond the scope of this Contract and constitutes extra work, it shall promptly notify the Hospital District through the

# DRAFT

Administrator in writing. In the event the District determines that such work constitutes extra work and exceeds the maximum amount payable, the District shall so advise the Contractor and a supplemental agreement may be executed, as provided in Article 9 - Supplemental Agreements.

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

## ARTICLE 8 CHANGES IN WORK

If the Hospital District finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the Contract, the Contractor shall make such revisions if requested and as directed by the District. This will be considered additional work and paid for as specified under Article 7- Additional Work.

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

## ARTICLE 9 SUPPLEMENTAL AGREEMENTS

The terms of this Contract may be modified by supplemental agreement if the Hospital District determines that there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided in Article 3 - Compensation and Method of Payment.

Any supplemental agreement must be executed by both parties within the Contract period specified in Article 2 - Contract Period.

**No claim for extra work done shall be made by the Contractor until full execution of the supplemental agreement and authorization to proceed is issued by the Hospital District. The District reserves the right to withhold payment pending verification of satisfactory work performed.**

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## **ARTICLE 10 PUBLIC INFORMATION ACT**

All data, and other documents created or collected under the terms of this Contract are the exclusive property of the Hospital District and shall be furnished to the District upon request. All documents prepared by the Contractor and all documents furnished to the Contractor by the District shall be delivered to the Administrator upon completion or termination of this Contract. The Contractor, at its own expense, may retain copies of such documents or any other data which it has furnished the District under this Contract. Release of information will be in accordance with the Texas Public Information Act.

## **ARTICLE 11 SUBCONTRACTING**

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

## **ARTICLE 12 EVALUATION OF WORK**

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

## **ARTICLE 13 SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for review by the Hospital District before a final report is issued. The District's comments on the Contractor's preliminary report shall be addressed in the final report.

Page 6 of 16

# DRAFT

All reports, whether preliminary or final, shall be submitted to the Administrator. The Administrator is responsible for disseminating the information to the Board and as appropriate within the Hospital District.

Unless during an open meeting pursuant to Texas Government Code Chapter 551 of the Board, Contractor shall not convey any information received from any member of the Board to any other member of the Board.

If contacting a member of the Board by email, Contractor shall send a copy under separate email to each of the other member of the Board and Administrator to avoid any potential Open Meetings Act (OMA) Texas Government Code Chapter 551 violations.

## **ARTICLE 14 COMPUTER DOCUMENTS AND INFORMATION EXCHANGE**

All computer files must be compatible with the Hospital District's computer systems without conversion or modifications.

All graphics media provided by the Contractor shall be delivered to the Hospital District.

## **ARTICLE 15 VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of the Contract terms or breach of Contract by the Contractor shall be grounds for termination of the Contract and any increased cost arising from the Contractor's default, breach of Contract, or violation of Contract terms shall be paid by the Contractor. This Contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

## **ARTICLE 16 TERMINATION**

This Contract shall terminate at the close of business on December 31, 2025 unless extended as provided in Article 9 - Supplemental Agreements.

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

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

Should the Hospital District terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Contractor. In determining the value of the work performed by the Contractor prior to termination the District shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the District terminate this Contract under Item 4 of the above paragraph, the amount charged during the thirty (30) calendar day notice period shall not exceed the amount charged during the preceding thirty (30) calendar days.

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

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the Hospital District and the Contractor under this Contract, except the obligations set forth in Articles 10, 12, 17, 18, 19, and 20 of this Contract. If the termination of this Contract is due to the failure of the Contractor to fulfill its Contract obligations, the District may take over the project and prosecute the work to completion. In such case, the Contractor shall be liable to the District for any additional cost occasioned to the District.

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## ARTICLE 17 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable Federal, State, and local laws, statutes, codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this Contract, including, without limitation licensing laws and regulations. In particular, Contractor represents he/she shall comply with Chapter 305 of the Texas Government Code, including reporting requirements regarding conflict of interest. When required, the Contractor shall furnish the Hospital District with satisfactory proof of its compliance.

It is expressly understood by the Contractor, that from the date of award of this Contract to one (1) year after termination or expiration of Contract's term, the Contractor is prohibited from providing gifts of any form to any Board member, the Administrator, any District official, or any District employee.

## ARTICLE 18 INDEMNIFICATION

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

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## **ARTICLE 19 CONTRACTOR'S RESPONSIBILITY**

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

## **ARTICLE 20 RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS**

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

## **ARTICLE 21 SUCCESSORS AND ASSIGNS**

The Contractor and the Hospital District do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this Contract and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Contract.

The Contractor shall not assign, subcontract, or transfer its interest in this Contract without the prior written consent of the Hospital District.

## **ARTICLE 22 SEVERABILITY**

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

Page **10** of **16**

# DRAFT

## **ARTICLE 23 PRIOR CONTRACT SUPERSEDED**

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

## **ARTICLE 24 AUTHORITY TO ACT AS LOBBYIST**

Contractor warrant that he is registered as a lobbyist as required under Chapter 305 of the Texas Government Code; that Contractor is authorized by law to act as a lobbyist for the Hospital District; that there is no legal or ethical impediment to Contractor acting as a lobbyist for the District; and that Contractor shall immediately communicate to the District in writing any change in Contractor's' status as a registered lobbyist or authority to lawfully and ethically act as a lobbyist for the District.

## **ARTICLE 25 CONFIDENTIALITY**

During and after the Term of this Contract, Contractor agrees to strictly maintain the confidentiality of all information pertaining to the Hospital District and its personnel not open to the public under the Texas Public information Act (Tex. Gov't Code Ann., Chapter 552) and will not use any such information to the detriment of the District or its officers or employees at any time. In the event any member of the public or media requests information pertaining to the District or its personnel from the Contractor, Contractor shall immediately direct the requesting party to the custodian of public information designated by the District and shall also immediately notify the District of the request.

## **ARTICLE 26 CONFLICT OF INTEREST**

Contractor affirms and warrants that he has no conflict of interest regarding the services to be provided under this Contract that would affect the representation undertaken herein. Contractor warrants that all representation within the last three (3) calendar years, by Contractor of an interest adverse to or conflicting with any interest of the Hospital District or any of its departments, boards,

Page 11 of 16

# DRAFT

employees or appointed and officials, has been fully disclosed in writing to the District. Contractor must provide the District with a list of any clients or business associates of the Contractor any of Contractor's employees or subcontractors which may have any interest in District projects or legislation covered under this Contract. This list shall include the nature of the interest the client or business has in the District project or legislation. Contractor has an obligation to update the list as new clients, associates or interests develop. Such notice should be given 3 business days after Consultants obtain the additional information.

## **ARTICLE 27 INDEPENDENT CONTRACTOR RELATIONSHIP**

Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The Contractor shall be deemed at all times to be an independent contractor. The Hospital District shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this Contract. The Contractor expressly agrees to indemnify and hold harmless the District, its agents, officer, and employees, for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of Contractor.

## **ARTICLE 28 NOTICES**

All notices from one party to another, required under this Contract, shall be personally delivered or mailed to such party at the following respective address:

### **HOSPITAL DISTRICT**

Jonny F. Hipp, Administrator  
Nueces County Hospital District  
555 N. Carancahua, Suite 950  
Corpus Christi, TX 78401

### **CONTRACTOR**

Patricia A. Shipton  
919 Congress Ave., Suite 1030  
Austin, Texas 78701

**DRAFT**

**ARTICLE 29  
VENUE AND GOVERNING LAW**

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

**IN WITNESS WHEREOF**, this Contract is effective July 1, 2025

**NUECES COUNTY HOSPITAL DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
Jonny F. Hipp  
Administrator/CEO

By: \_\_\_\_\_  
Patricia A. Shipton

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

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

**List of Attachments:**

- Attachment A – Services to be provided by Hospital District
- Attachment B – Services to be provided by Contractor

# DRAFT

## ATTACHMENT A SERVICES TO BE PROVIDED BY HOSPITAL DISTRICT

1. Provide overall direction and day-to-day coordination, clarification, and information about the Hospital District's Texas legislative, regulatory, agency, and departmental, and state-funding objectives when the Legislature is not in Session.

# DRAFT

## ATTACHMENT B SERVICES TO BE PROVIDED BY CONTRACTOR

The Hospital District's primary objective under this Contract is to identify state-provided funding as described below. The secondary objectives are to represent the interests of the Hospital District.

When the Texas Legislature is not in Session:

### A. Primary Objectives:

1. Research and identify state regulatory, agency, department, and other state-provided funding opportunities relating to graduate medical education and recruitment and retention of physicians.
2. Research and identify state regulatory, agency, department, and other state-provided funding opportunities relating to public health services, mental health services, mental health facilities, and emergency medical services.
3. Research and identify state regulatory, agency, department, and other state-provided funding opportunities relating to diversion of persons from jails and other detention facilities, including, but not necessarily limited to the following programs or services: Crisis Intervention, Jail Diversion, Mobile Crisis Outreach, Jail-Based Competency Restoration, Walk-In Crisis Intervention, and Forensic Assertive Community Treatment.

### B. Secondary Objectives:

1. Represent the interests and concerns of the Hospital District to lawmakers in both houses of the Legislature and their staff.
2. Represent the interests and concerns of the Hospital District to Texas regulators, agencies, departments, and state entities providing funding and their heads and staff.
3. Monitor proposed rules and persuade state regulators, agencies, and departments to write and support rules that benefit the Hospital District.
4. Monitor proposed legislation, amendments, budget, and rule-making discussions relevant to the Hospital District.
5. Monitor of legislative committee hearings, interim committee meetings, rule-making hearings, studies underway, and notices of legislation being proposed that are relevant to the Hospital District.
6. Inform heads and staff of state regulators, agencies, and departments as needed regarding the Hospital District's priorities.
7. Utilize existing relationships with lawmakers and their staff, as well as state regulatory, agency, and departments heads and staff, to further the interests of the Hospital District.

Page 15 of 16

# DRAFT

8. Provide guidance on defeating, supporting, or amending regulatory, agency, and department rule proposals as necessary to preserve and protect the interests of the Hospital District.
9. Provide updates to the Hospital District on issues of interest or concern to the District.
10. Assist and advise the Board and Administrator with preparation of verbal and written comments on rules proposed by state regulators, agencies, and departments and consult regarding the District's communication efforts.
11. Provide briefings as needed to the Board and Administrator regarding any action taken at interim committee meetings, rule-making hearings, studies underway, and notice of legislation or action being proposed that affects the interests of the Hospital District.
12. Monitor interim committee meetings, rule-making hearings, and studies underway relating to public health services, mental health services, and emergency medical services.
13. Monitor interim committee meetings, rule-making hearings, and studies underway relating to the Hospital District including, but not necessarily limited to the following programs and services: graduate medical education and recruitment and retention of physicians.
14. Monitor interim committee meetings, rule-making hearings, and studies underway relating to diversion of persons from jails and other detention facilities, including, but not necessarily limited to the following programs or services: Crisis Intervention, Jail Diversion, Mobile Crisis Outreach, Jail-Based Competency Restoration, Walk-In Crisis Intervention, and Forensic Assertive Community Treatment.
15. Monitor interim committee meetings, rule-making hearings, and studies underway relating to the Hospital District including, but not necessarily limited to the following: Indigent Health Care, Legislative Expansions and Mandates Affecting Hospital Districts, Intergovernmental Transfers, Hospital District Property Taxes , Hospital District Finances, Use of Hospital District Funds, Eminent Domain, Board appointments, terms, qualifications for office, and removal, Medicaid, Medicaid Supplemental Payment Programs, Supplemental Payment Programs sponsored by the Texas Health and Human Services Commission, Tax Increment Financing, Bonds and Certificates of Obligation, Alternative Debt Financing Methods, and Sale of Real Property.

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Page 16 of 16

HEALTH AND SAFETY CODE

TITLE 4. HEALTH FACILITIES

SUBTITLE D. HOSPITAL DISTRICTS

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

SUBCHAPTER A. GENERAL PROVISIONS

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

- (1) "Board" means the board of hospital managers of the district.
- (2) "District" means the Nueces County Hospital District.
- (3) "Institutional health care provider" means a hospital that is not owned and operated by a federal or state government and provides inpatient hospital services.
- (4) "Paying provider" means an institutional health care provider required to make a mandatory payment under this chapter.
- (5) "Program" means the health care provider participation program authorized by this chapter.

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. [2315](#)), Sec. 1, eff. June 10, 2019.

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

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. [2315](#)), Sec. 1, eff. June 10, 2019.

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

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. [2315](#)), Sec. 1, eff. June 10, 2019.

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

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. 2315), Sec. 1, eff. June 10, 2019.

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

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. 2315), Sec. 1, eff. June 10, 2019.

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

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. 2315), Sec. 1, eff. June 10, 2019.

#### SUBCHAPTER C. GENERAL FINANCIAL PROVISIONS

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

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

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. 2315), Sec. 1, eff. June 10, 2019.

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

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

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. 2315), Sec. 1, eff. June 10, 2019.

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

(b) The local provider participation fund consists of:

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

(2) money received from the Health and Human Services Commission as a refund of an intergovernmental transfer under the program, provided that the intergovernmental transfer does not receive a federal matching payment; and

(3) the earnings of the fund.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. 2315), Sec. 1, eff. June 10, 2019.

## SUBCHAPTER D. MANDATORY PAYMENTS

Sec. 298C.151. MANDATORY PAYMENTS BASED ON PAYING PROVIDER NET PATIENT REVENUE. (a) Except as provided by Subsection (e), if the board authorizes a health care provider participation program under this chapter, the board may require a mandatory payment to be assessed, either annually or periodically throughout the fiscal year at the discretion of the board, on the net patient revenue of each institutional health care provider located in the district. The board shall provide an institutional health care provider written notice of each assessment under this subsection, and the provider has 30 calendar days following the date of receipt of the notice to pay the assessment. In the first fiscal year in which the mandatory payment is required, the mandatory payment is assessed on the net patient revenue of an institutional health care provider as determined by the data reported to the Department of State Health Services under Sections 311.032 and 311.033 in the most recent fiscal year for which that data was reported. If the institutional health care provider did not report any data under those sections, the provider's net patient revenue is the amount of that revenue as contained in the provider's Medicare cost report submitted for the previous fiscal year or for the closest subsequent fiscal year for which the provider submitted the Medicare cost report. If the mandatory payment is required, the district shall update the amount of the mandatory payment on an annual basis.

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

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

(d) Subject to Subsection (c), if the board requires a mandatory payment authorized under this chapter, the board shall set the mandatory payments in amounts that in the aggregate will generate sufficient revenue to cover the administrative expenses of the district for activities under<sup>91</sup> this chapter and to fund an intergovernmental transfer described by Section

298C.103(c)(1). The annual amount of revenue from mandatory payments that shall be paid for administrative expenses by the district is \$150,000, plus the cost of collateralization of deposits, regardless of actual expenses.

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

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

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. 2315), Sec. 1, eff. June 10, 2019.

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

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

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

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. 2315), Sec. 1, eff. June 10, 2019.

Sec. 298C.153. PURPOSE; CORRECTION OF INVALID PROVISION OR PROCEDURE; LIMITATION OF AUTHORITY. (a) The purpose of this chapter is to authorize the district to establish a program to enable the district to collect mandatory payments from institutional health care providers to fund the nonfederal share of a Medicaid supplemental payment program or the Medicaid managed care rate enhancements for hospitals to support the provision of health care by institutional health care providers located in the district.

(b) This chapter does not authorize the district to collect mandatory payments for the purpose of raising general revenue or any amount in excess of the amount reasonably necessary to fund the nonfederal share of a Medicaid supplemental payment program or Medicaid managed care rate

enhancements for hospitals and to cover the administrative expenses of the district associated with activities under this chapter.

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

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

Added by Acts 2019, 86th Leg., R.S., Ch. 694 (S.B. [2315](#)), Sec. 1, eff. June 10, 2019.

**NUECES COUNTY HOSPITAL DISTRICT  
HEALTH CARE PROVIDER PARTICIPATION PROGRAM  
REVISED RULES AND PROCEDURES  
Effective: August 1, 2023**

**General Provisions**

**Rule 1. Definitions.** In these rules and procedures:

- (a) "Mandatory payment" means a mandatory payment authorized under Texas Health and Safety Code, Chapter 298C.
- (b) "Institutional health care provider" means a hospital that is not owned and operated by a federal or state government and provides inpatient hospital services.
- (c) "Paying provider" or "Paying hospital" means an institutional health care provider required to make a mandatory payment under Texas Health and Safety Code, Chapter 298C.
- (d) "Program" means the health care provider participation program authorized under Texas Health & Safety Code, Chapter 298C.
- (e) "Hospital District" means the Nueces County Hospital District.
- (f) "Board of Managers" means the Board of Managers of the Nueces County Hospital District.

**Rule 2. Health Care Provider Participation Program; Participation in Program.**

- (a) The Program authorizes the Hospital District to collect a mandatory payment from each institutional health care provider located in the Hospital District to be deposited in a local provider participation fund established by the Hospital District. Money in the fund may be used by the Hospital District to fund certain intergovernmental transfers as provided by these rules and procedures.
- (b) The Board of Managers may adopt an order authorizing the Hospital District to participate in the Program, subject to the limitations provided by these rules and procedures.
- (c) To the extent any provision or procedure under Texas Health & Safety Code, Chapter 298C causes a mandatory payment to be ineligible for federal matching funds, the Hospital District may provide by rule for an alternative provision or procedure that conforms to the requirements of the federal Centers for Medicare & Medicaid Services.

**Powers and Duties of Board of Managers**

**Rule 3. Limitation on Authority to Require Mandatory Payment.** The Hospital District may require a mandatory payment from an institutional health care provider only in the manner provided in these rules and procedures.

**Rule 4. Majority Vote Required Prior to Mandatory Payment.** The Hospital District may not collect a mandatory payment without an affirmative vote of a majority of the

members of the Board of Managers authorizing the Hospital District to participate in the Program.

**Rule 5. Institutional Health Care Provider Reporting; Inspection of Records.**

(a) The Hospital District shall require each institutional health care provider to submit to the Hospital District a copy of any financial and utilization data required by and reported to the Department of State Health Services under Texas Health & Safety Code, §311.032 and §311.033 and any rules adopted by the Executive Commissioner of the Texas Health and Human Services Commission to implement those sections.

(b) The Hospital District may inspect the records of an institutional health care provider to the extent necessary to ensure that the institutional health care provider has submitted all required data under this Rule.

**General Financing Provisions**

**Rule 6. Hearing.**

(a) Each year, the Board of Managers shall hold a public hearing on the amounts of any mandatory payments that the Board intends to require during the year and how the revenue derived from those payments is to be spent.

(b) Not later than the fifth (5<sup>th</sup>) day before the date of the hearing required under Subdivision 6(a), the Board of Managers shall publish notice of the hearing in a newspaper of general circulation in the Hospital District.

(c) A representative of a paying hospital is entitled to appear at the time and place designated in the public notice and to be heard regarding any matter related to the mandatory payments.

**Rule 7. Depository and Investment of Funds.**

(a) The Hospital District shall designate one or more banks as the depository for the Hospital District local provider participation fund.

(b) All income received by the Hospital District under these rules and procedures, including the revenue from mandatory payments remaining after fees for assessing and collecting the payments are deducted, shall be deposited with the Hospital District depository in the District's local provider participation fund and may be withdrawn only as provided by these rules and procedures.

(c) All funds under these rules and procedures shall be secured in the manner provided for securing other Hospital District funds.

(d) All funds received under these rules and procedures may be invested consistent with the Investment Policy of the Hospital District, except that such investment shall be limited to overnight funds.

**Rule 8. Local Provider Participation Fund; Authorized Uses of Money.**

(a) If the Hospital District requires a mandatory payment, it shall create a local provider participation fund.

(b) The local provider participation fund of the Hospital District consists of:

(1) all revenue received by the Hospital District attributable to mandatory payments;

(2) money received from the Texas Health and Human Services Commission as a refund of an intergovernmental transfer under the Program, provided that the intergovernmental transfer does not receive a federal matching payment; and

(3) the earnings of the fund.

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

(1) fund intergovernmental transfers from the Hospital District to the State of Texas to provide the nonfederal share of Medicaid payments for:

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

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

(C) uniform rate enhancements for hospitals in the Medicaid managed care service area in which the Hospital District is located;

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

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

(2) pay the administrative expenses of the Hospital District in administering the Program, including the collateralization of deposits;

(3) refund of a mandatory payment collected in error from a paying hospital;

(4) refund to paying providers the proportionate share of money that the Hospital District:

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

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

(5) transfer funds to the Texas Health and Human Services Commission if the Hospital District is legally required to transfer the funds to address a disallowance of federal matching funds with respect to programs for which the Hospital District made intergovernmental transfers described by Subdivision (c)(1); and

(6) reimburse the Hospital District if the Hospital District is required by the rules governing the uniform rate enhancement program described by Subdivision (1)(C) to incur an expense or forego Medicaid reimbursements from the State because the balance of the local provider participation fund is not sufficient to fund that rate enhancement program.

(d) Money in the local provider participation fund may not be commingled with other Hospital District funds.

(e) An intergovernmental transfer of funds described by Subdivision (c)(1) and any funds received by the Hospital District as a result of an intergovernmental transfer described by that rule may not be used by the State, Hospital District, or other entity to expand Medicaid eligibility under the Patient Protection and Affordable Care Act (Pub. L. No. 111-148) as amended by the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152).

### **Mandatory Payments**

#### **Rule 9. Mandatory Payments Based on Paying Hospital Net Patient Revenue.**

(a) Except as provided by Rule 11, if the Board of Managers collects a mandatory payment, it may require that a mandatory payment be assessed annually or periodically throughout the fiscal year at the discretion of the Board of Managers on the net patient revenue of each institutional health care provider located in the boundaries of the Hospital District.

(b) The Board of Managers shall provide an institutional health care provider written notice of each assessment and the mandatory payments shall be made 30 days following the date of receipt of the notice of payment.

(c) In the first year in which the mandatory payment is required, the mandatory payment is assessed based on the most recent fiscal year data collected pursuant to Subdivision 5(a). If no such data are available for an institutional health care provider, the mandatory payment may be calculated based on the institutional health care provider's Medicare cost report submitted for the previous fiscal year or for the closest subsequent fiscal year for which the provider submitted the Medicare cost report.

(d) The net patient revenue basis of the mandatory payment may be updated during the fiscal year using the most recent fiscal year data collected pursuant to Subdivision 5(a). Use of data that is updated during the fiscal year does not require Board of Managers approval.

#### **Rule 10. Mandatory Payment Requirements**

(a) The amount of a mandatory payment must be uniformly proportionate with the amount of net patient revenue generated by each paying hospital in the Hospital District.

(b) If the Board of Managers requires a mandatory payment, it shall set the amount of the mandatory payment; the aggregate amount of the mandatory payments required of all paying providers in the Hospital District may not exceed six percent (6%)

of the aggregate net patient revenue from hospital services provided by all paying providers within boundaries of the District.

(c) Subject to the maximum amount prescribed by Rule 11(a), if the Board of Managers requires a mandatory payment, it shall set the mandatory payments in amounts that in the aggregate will generate sufficient revenue to cover the administrative expenses of the Hospital District for activities under these rules and procedures and to fund purposes described in Rule 8(c).

(i) The annual amount of revenue from mandatory payments used for administrative expenses of the Hospital District for activities under these rules and procedures is \$150,000, plus the cost of collateralization of deposits, regardless of actual expenses.

(d) The mandatory payment may not be collected for the purpose of raising general revenue or any amount in excess of the amount reasonably necessary to fund the nonfederal share of a Medicaid supplemental payment program or Medicaid managed care rate enhancements for hospitals to cover the administrative expenses of the Hospital District associated with the Program.

(e) To the extent any Program provision or procedure causes a mandatory payment to be ineligible for federal matching funds, the Board may provide by rule for an alternative provision or procedure that conforms to the requirements of federal Centers for Medicare & Medicaid Services.

#### **Rule 11. Mandatory Payment Prohibitions.**

(a) The amount of the mandatory payment required of each paying hospital may not exceed an amount that, when added to the amount of the mandatory payments required from all other paying hospitals located in the boundaries of the Hospital District, equals an amount of revenue that exceeds six percent (6%) of the aggregate net patient revenue of all paying hospitals in the Hospital District.

(b) A mandatory payment may not hold harmless any institutional health care provider, as required under 42 U.S.C. Section 1396b(w).

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

(d) A mandatory payment assessed hereunder is not a tax for hospital purposes for purposes of Texas Constitution, Section 4, Article IX or Texas Health and Safety Code, §281.045.

(e) The amount of the mandatory payment required of each paying hospital may not be discounted.

#### **Rule 12. Assessment and Collection of Mandatory Payments.**

(a) The Hospital District may designate an official of the Hospital District or contract with another person to assess and collect the mandatory payments.

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

(c) If the person charged with the assessment and collection of mandatory payments is an official of the Hospital District, any revenue from a collection fee charged under Subdivision (b) shall be deposited in the Hospital District's general fund and, if appropriate, shall be reported as fees of the Hospital District.

**EXHIBIT A-1**

**Institutional Health Care Providers**

1. CHRISTUS Spohn Hospital Corpus Christi
2. Corpus Christi Rehabilitation Hospital
3. Driscoll Children's Hospital
4. PAM Rehabilitation Hospital of Corpus Christi
5. PAM Specialty Hospital of Corpus Christi North
6. South Texas Surgical Hospital (CHRISTUS Surgical Hospital)
7. The Corpus Christi Medical Center – Bay Area

Nueces LPPF FY25 Rate Calculation by Provider

Facility	System	2022 Net Patient Revenue (AHA Survey)	FY25 Approved Rate	Quarterly Assessment	Assessments Paid as of 4/30	Outstanding Assessments Prior to Revision	2023 Net Patient Revenue (AHA Survey)	FY25 Approved Rate	Revised 9/30 Invoice
			6.00%					6.00%	
Driscoll Children's Hospital	DCH	448,296,854	26,897,811	6,724,453	13,448,906	13,448,906	750,076,073	45,004,564	31,555,659
CHRISTUS Spohn Hospital Corpus Christi	CHRISTUS	615,440,115	36,926,407	9,231,602	18,463,204	18,463,204	665,879,261	39,952,756	21,489,553
Corpus Christi Medical Center	HCA	433,826,756	26,029,605	6,507,401	13,014,803	13,014,803	489,095,253	29,345,715	16,330,913
PAM Specialty Hospital of Corpus Christi	PAM	25,331,522	1,519,891	379,973	1,139,918	379,973	24,020,406	1,441,224	1,061,251
PAM Rehab Hospital of Corpus Christi	PAM	24,878,694	1,492,722	373,181	1,119,542	373,181	27,875,094	1,672,506	1,299,326
Oceans Behavioral Hospital of Corpus Christi	Oceans	-	-	-	-	-	10,419,306	625,158	625,158
CHRISTUS Surgical Hospital	CHRISTUS	44,983,654	2,699,019	674,755	1,349,510	1,349,510	-	-	(1,349,510)
Corpus Christi Rehab Hospital	Ernest Health	19,675,175	1,180,511	295,128	1,180,511	-	20,243,722	1,214,623	1,214,623
<b>TOTAL</b>		<b>1,612,432,770</b>	<b>96,745,966</b>	<b>24,186,492</b>	<b>49,716,392</b>	<b>47,029,574</b>	<b>1,987,609,115</b>	<b>119,256,546</b>	<b>72,226,972</b>

June 2, 2025

Attn: Jonny Hipp, Administrator/CEO  
Nueces County Hospital District  
555 N Carancahua St # 950  
Corpus Christi, Texas 78401

Dear Mr. Hipp:

The undersigned, representing CHRISTUS Spohn Hospital Corpus Christi – Shoreline, a hospital serving Texas’s Medicaid managed care beneficiaries in Nueces County, write to express our support for the continued use of the Nueces County Local Provider Participation Fund (LPPF) and to affirm our commitment to adhere to obligations to make payments to the LPPF. This fund allows Nueces County providers to meet the ever-increasing need for healthcare without imposing new costs on individual taxpayers and without utilizing \$1 of state general revenue.

Under the LPPF model, private hospitals in Nueces County pay funds into the LPPF through mandatory payment assessments established by the county. The assessment is not passed along to patients of the hospitals. The funds collected from the hospitals are transferred to the state and support the state’s share of Medicaid funding. The state’s share is matched with federal dollars.

Because the revenue generated through the LPPF funds the non-federal share results in a supplemental increase in Medicaid managed care reimbursement, the LPPF allows eligible local hospitals access to vital Medicaid funding without burdening local or state taxpayers. The increase in reimbursement, implemented through a hospital directed payment program, provides Texas’s eligible hospitals with supplemental funding they desperately need as they serve the most vulnerable Texans. Most Texas hospitals are reimbursed only a fraction of the costs they incur in caring for Medicaid patients. The LPPF model unlocks vital supplemental payments that otherwise may be unavailable to these hospitals.

We strongly support the LPPF. We also support revising the FY 25 assessment basis to utilize the 2023 Net Patient Revenue as reported in the AHA Survey, which is the most recent data available.

Please do not hesitate to contact us to discuss the LPPF. We are committed and in full support of the LPPF program. By signing this letter, we confirm our continued support and commit to timely paying the mandatory payment levied to support intergovernmental transfers and indigent care programs.

We appreciate your support of healthcare providers in the county.

Sincerely,



Dominic Dominguez  
Chief Executive Officer  
Christus Spohn Health System



June 02, 2025

Attn: Jonny Hipp, Administrator/CEO  
Nueces County Hospital District  
555 N Carancahua St # 950  
Corpus Christi, Texas 78401

Dear Mr. Hipp:

The undersigned, representing Bay Area Healthcare Group, LTD dba Corpus Christi Medical Center, a hospital serving Texas's Medicaid managed care beneficiaries in Nueces County, write to express our support for the continued use of the Nueces County Local Provider Participation Fund (LPPF) and to affirm our commitment to adhere to obligations to make payments to the LPPF. This fund allows Nueces County providers to meet the ever-increasing need for healthcare without imposing new costs on individual taxpayers and without utilizing \$1 of state general revenue.

Under the LPPF model, private hospitals in Nueces County pay funds into the LPPF through mandatory payment assessments established by the county. The assessment is not passed along to patients of the hospitals. The funds collected from the hospitals are transferred to the state and support the state's share of Medicaid funding. The state's share is matched with federal dollars.

Because the revenue generated through the LPPF funds the non-federal share results in a supplemental increase in Medicaid managed care reimbursement, the LPPF allows eligible local hospitals access to vital Medicaid funding without burdening local or state taxpayers. The increase in reimbursement, implemented through a hospital directed payment program, provides Texas's eligible hospitals with supplemental funding they desperately need as they serve the most vulnerable Texans. Most Texas hospitals are reimbursed only a fraction of the costs they incur in caring for Medicaid patients. The LPPF model unlocks vital supplemental payments that otherwise may be unavailable to these hospitals.

We strongly support the LPPF. We also support revising the FY 25 assessment basis to utilize the 2023 Net Patient Revenue as reported in the AHA Survey, which is the most recent data available.

Please do not hesitate to contact us to discuss the LPPF. We are committed and in full support of the LPPF program. By signing this letter, we confirm our continued support and commit to timely paying the mandatory payment levied to support intergovernmental transfers and indigent care programs.

We appreciate your support of healthcare providers in the county.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lee Lopez", is written over a horizontal line.

Lee Lopez  
Chief Financial Officer



June 25, 2025

Attn: Jonny Hipp, Administrator/CEO  
Nueces County Hospital District  
555 N Carancahua St # 950  
Corpus Christi, Texas 78401

**Re: Support for Nueces County Local Provider Participation Fund**

Dear Mr. Hipp:

The undersigned, representing Oceans Behavioral Hospital Of Corpus Christi, a hospital serving Texas's Medicaid managed care beneficiaries in Nueces County, write to express our support for the continued use of the Nueces County Local Provider Participation Fund (LPPF) and to affirm our commitment to adhere to obligations to make payments to the LPPF. This fund allows Nueces County providers to meet the ever-increasing need for healthcare without imposing new costs on individual taxpayers and without utilizing \$1 of state general revenue.

Under the LPPF model, private hospitals in Nueces County pay funds into the LPPF through mandatory payment assessments established by the county. The assessment is not passed along to patients of the hospitals. The funds collected from the hospitals are transferred to the state and support the state's share of Medicaid funding. The state's share is matched with federal dollars.

Because the revenue generated through the LPPF funds the non-federal share results in a supplemental increase in Medicaid managed care reimbursement, the LPPF allows eligible local hospitals access to vital Medicaid funding without burdening local or state taxpayers. The increase in reimbursement, implemented through a hospital directed payment program, provides Texas's eligible hospitals with supplemental funding they desperately need as they serve the most vulnerable Texans. Most Texas hospitals are reimbursed only a fraction of the costs they incur in caring for Medicaid patients. The LPPF model unlocks vital supplemental payments that otherwise may be unavailable to these hospitals.

We strongly support the LPPF. We also support revising the FY 25 assessment basis to utilize the 2023 Net Patient Revenue as reported in the AHA Survey, which is the most recent data available.

Please do not hesitate to contact us to discuss the LPPF. We are committed and in full support of the LPPF program. By signing this letter, we confirm our continued support and commit to timely paying the mandatory payment levied to support intergovernmental transfers and indigent care programs.

We appreciate your support of healthcare providers in the county.

Sincerely,

A handwritten signature in black ink, appearing to read "Stuart Archer", is written over a thin horizontal line.

Stuart Archer  
Chief Executive Officer  
Oceans Healthcare



June 9, 2025

Attn: Jonny Hipp, Administrator/CEO  
Nueces County Hospital District  
555 N Carancahua St # 950  
Corpus Christi, Texas 78401

Dear Mr. Hipp:

The undersigned, representing Driscoll Children's Hospital, a hospital serving Texas's Medicaid managed care beneficiaries in Nueces County, write to express our support for the continued use of the Nueces County Local Provider Participation Fund (LPPF) and to affirm our commitment to adhere to obligations to make payments to the LPPF. This fund allows Nueces County providers to meet the ever-increasing need for healthcare without imposing new costs on individual taxpayers and without utilizing \$1 of state general revenue.

Under the LPPF model, private hospitals in Nueces County pay funds into the LPPF through mandatory payment assessments established by the county. The assessment is not passed along to patients of the hospitals. The funds collected from the hospitals are transferred to the state and support the state's share of Medicaid funding. The state's share is matched with federal dollars.

Because the revenue generated through the LPPF funds the non-federal share results in a supplemental increase in Medicaid managed care reimbursement, the LPPF allows eligible local hospitals access to vital Medicaid funding without burdening local or state taxpayers. The increase in reimbursement, implemented through a hospital directed payment program, provides Texas's eligible hospitals with supplemental funding they desperately need as they serve the most vulnerable Texans. Most Texas hospitals are reimbursed only a fraction of the costs they incur in caring for Medicaid patients. The LPPF model unlocks vital supplemental payments that otherwise may be unavailable to these hospitals.

We strongly support the LPPF. We also support revising the FY 25 assessment basis to utilize the 2023 Net Patient Revenue as reported in the AHA Survey, which is the most recent data available.

Please do not hesitate to contact us to discuss the LPPF. We are committed and in full support of the LPPF program. By signing this letter, we confirm our continued support and commit to timely paying the mandatory payment levied to support intergovernmental transfers and indigent care programs.

We appreciate your support of healthcare providers in the county.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve King", is written over a white rectangular area.

Steve King, CFO  
Driscoll Children's Hospital

## Jonny F. Hipp (NCHD)

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**From:** Flores, Belinda <FloresB3@uthscsa.edu>  
**Sent:** Wednesday, June 25, 2025 9:04 AM  
**To:** Jonny F. Hipp (NCHD)  
**Subject:** Fw: Urgent Request for Support: HIV Prevention Program in Crisis Due to State & Federal Funding Pause

Good morning,

I received this from Bill with CBWF. What do you think? Perhaps we can help with a some funding.

Call me if you would like to discuss.

Bel

### *Ask me about our SCHOLARS Program!*

Belinda Flores, RN, BS  
Director, South Coastal Area Health Education Center  
UT Health San Antonio  
400 Mann Street, Suite 600  
Corpus Christi, Texas 78401  
p 361-881-8133  
f 361-888-7523  
c 361-946-8143  
[floresb3@uthscsa.edu](mailto:floresb3@uthscsa.edu)



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**From:** Bill Hoelscher  
**Sent:** Thursday, June 12, 2025 10:50 AM  
**To:** Flores, Belinda <floresb3@uthscsa.edu>  
**Subject:** Urgent Request for Support: HIV Prevention Program in Crisis Due to State & Federal Funding Pause

For over 30 years, Coastal Bend Wellness Foundation (CBWF) has been a cornerstone of public health in our region, offering no-cost HIV screenings, testing, and linkage to care. This program has maintained nearly 100% linkage to care for those newly diagnosed with HIV—an outcome critical to both individual health and broader community prevention efforts. This work is a critical part of our region’s public health safety net.

However, this vital service is now at risk.

On May 30, 2025, we received formal notice from the Texas Department of State Health Services (DSHS) that all HIV Prevention contracts are paused until further notice. This pause is the result of the state not receiving its Notice of Award from the CDC, which funds our HIV prevention services. On a follow-up call with DSHS on June 10, we learned there is no timeline—or even assurance—of when, or if, these funds will be reinstated.

This sudden and indefinite pause in funding jeopardizes a program that costs \$237,075 annually. With six months remaining in our current programmatic year, this leaves us with an immediate shortfall of \$118,537.50.

In the meantime, we are scrambling to piece together funding from multiple sources—including unrestricted funds—to maintain even a reduced level of service. This is not sustainable. Without urgent support, we may be forced to pause or permanently end our HIV testing and linkage services, leaving a significant gap in care for our community at a time when access and early detection are more crucial than ever.

We are respectfully requesting emergency funding to help cover this gap—specifically \$118,537.50—to allow us to continue operations through the end of the calendar year while we await federal and state decisions. Even partial funding would allow us to maintain core staff and services. If a six-month investment is not feasible, we would gratefully accept any amount of support that would allow us to keep the program operating even for a few additional months.

CBWF’s HIV prevention work has long served as a frontline defense in public health. Pausing or ending it now, particularly with no clear federal support on the horizon, risks not only the health of individuals, but also undermines decades of progress in the fight against HIV.

We would welcome the opportunity to discuss this request further, and provide any documentation, data, or reporting needed to support our case.

Thank you,  
Bill



**Bill Hoelscher** He/Him  
**Chief Executive Officer**

☎ 361-814-2001 ✉ [billh@cbwellness.org](mailto:billh@cbwellness.org)

📍 2882 Holly Rd, Corpus Christi, TX 78415

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CONFIDENTIALITY NOTICE: This email is covered by the Federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Record and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). This email and any documents attached may contain confidential information belonging to the sender which is protected by the attorney-client, work product and/or other privileges. The information is intended only for the use of the individuals or entities named above. If you have received this email in error, please contact the sender immediately and delete this transmission.

**CAUTION:** This message originated outside of UT Health San Antonio. Please exercise caution when clicking on links or opening attachments.



[Home \(/\)](#) / [HIV/STD Program \(/hivstd\)](#) / [About The DSHS HIV/STD Program](#)

## HIV/STD Program (/hivstd)

[About the DSHS HIV/STD Program \(/hivstd/about\)](#)

[Contact Us \(/hivstd/contact\)](#)

[HIV and STD Information \(/hivstd/info\)](#) >

[Texas HIV Medication Program \(/hivstd/meds\)](#) >

[Disease Reporting \(/hivstd/reporting\)](#) >

[HIV and STD Services in Texas \(/hivstd/services\)](#) >

[HIV and STD Testing in Texas \(/hivstd/testing\)](#)

[Healthcare Provider Resources \(/hivstd/healthcare\)](#) >

[Doxycycline for Post-Exposure Prophylaxis \(DoxyPEP\) \(/hivstd/doxy pep\)](#) >

[Pre-Exposure Prophylaxis \(PrEP\) \(/hivstd/pep\)](#) >

- [HIV/STD Program Reports \(/hivstd/reports\)](#) >
- [Contractor Resources – HIV Medical and Psychosocial Support Services \(/hivstd/contractor/hivservices\)](#) >
- [Contractor Resources – HIV Prevention \(/hivstd/contractor/hivprevention\)](#) >
- [Contractor Resources – HIV/STD Surveillance \(/hivstd/contractor/surveillance\)](#) >
- [Contractor Resources – Public Health Follow-up \(/hivstd/contractor/phfu\)](#) >
- [Contractor Resources – Routine HIV Testing \(/hivstd/contractor/routine\)](#)
- [DSHS HIV/STD Workforce Training Center \(/hivstd/training\)](#) >
- [HIV/STD Planning \(/hivstd/hiv-std-planning\)](#)
- [HIV/STD Program Improvement Resources \(/hivstd/pir\)](#) >
- [Funding Information \(/hivstd/funding\)](#) >
- [Records Retention \(/hivstd/records-retention\)](#)
- [HIV/STD Security Procedures \(/hivstd/policy/security\)](#)
- [Laws, Rules, and Authorization \(/hivstd/policy/laws\)](#)
- [Model Workplace Guidelines \(/hivstd/model-workplace-guidelines\)](#)

# DSHS HIV/STD Program

## Email the HIV/STD Program

[hivstd@dshs.texas.gov](mailto:hivstd@dshs.texas.gov) (<mailto:hivstd@dshs.texas.gov>).

## Call the HIV/STD Program

[737-255-4300](tel:737-255-4300) (<tel:737-255-4300>).

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# About the DSHS HIV/STD Program

The Department of State Health Services HIV/STD Program has the duty to identify, report, prevent, and control HIV, AIDS, and STDs in the State of Texas. The Program is dedicated to preventing the spread of HIV and other STDs while minimizing complications and costs. This is achieved primarily through education, prevention counseling, screening and testing, partner elicitation and notification, and the provision of medical and social services. While some of these services are directly provided, most are provided through contracts with community-based agencies.

## HIV/STD Program Units

The HIV/STD Program is part of the HIV/STD Section and includes staff from five units:

- **HIV/STD Prevention Unit**
- **HIV Care and Medications Unit**

- **Operations Unit**
- **HIV/STD/HCV Epidemiology and Surveillance Unit**
- **Pharmacy Unit**

# **HIV/STD Program Mission Statement**

Our mission is to prevent, treat, and/or control the spread of HIV, STDs, and other communicable diseases to protect the health of the citizens of Texas. In keeping with this mission, we procure, allocate, and manage fiscal and human resources so that we may:

- Provide HIV/STD education and information
- Collect, interpret, and distribute data relating to HIV and STD
- Provide guidance to those who oversee, plan for, or provide HIV and STD services
- Provide medication and supplies to prevent, manage, and treat communicable diseases

In pursuit of this mission, we will make every effort to assure that the citizens of Texas receive quality services.



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

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

**Receipt:** 20250627000041  
**Date:** 06/27/2025  
**Time:** 09:40AM  
**By:** Rachel R  
**Station:** CLERK06  
**Status:** ORIGINAL COPY

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<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	2025000280	10	\$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
			<b>Total Payments</b> (1)	\$0.00
			<b>Change Due</b>	\$0.00

NUECES COUNTY HOSPITAL DISTRICT

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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>



\*VG-12-2025-2025000280\*

Nueces County  
Kara Sands  
Nueces County Clerk

**Instrument Number:** 2025000280

Public Notice  
PUBLIC NOTICES

Recorded On: June 27, 2025 09:40 AM

Number of Pages: 10

**" 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 \*\*\*\*\*

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**File Information:**

Document Number: 2025000280  
Receipt Number: 20250627000041  
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User: Rachel R  
Station: CLERK06

**Record and Return To:**

NUECES COUNTY HOSPITAL DISTRICT



# Nueces County Hospital District

RECEIVED

JUN 27 2025

KARA SANDS  
CLERK OF THE COUNTY COURT  
NUECES COUNTY, TEXAS

## NOTICE OF PUBLIC MEETING

### BOARD OF MANAGERS

Regular Meeting  
Tuesday, July 1, 2025 at 12:00 PM

**Location:**

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

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 the meeting are set forth on the accompanying page(s). Agenda item(s) are not necessarily considered in the order listed.

The specified NCHD Board of Managers meeting will be held in-person and via videoconference call. Public participation will be available in-person as well as via videoconference call as allowed under the Texas Open Meetings Act ("Act"). It is the intent that a quorum of the Board of Managers or Committee as required for the specified meeting will be physically present at the meeting 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 meeting location posted in this meeting notice. Any member of the Board of Managers participating by videoconference call will be visible and audible to the public whenever the member is speaking; Board member participation by audio-only is not permitted. Any member of the public wishing to observe or participate in the meeting via videoconference call may do so through the videoconference call meeting Internet link shown on this meeting notice below and via NCHD's BoardBook meeting management system at <https://meetings.boardbook.org/Public/Organization/1886>.

The 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. NCHD will use Zoom to conduct the meeting via videoconference call; Zoom is a cloud-based communications platform that allows users to connect with video, audio, phone, and chat. Using Zoom requires an Internet connection and a supported device.

The agenda for this meeting and its supporting materials are available at: <https://meetings.boardbook.org/Public/Organization/1886>.

The Meeting may be attended in-person or via videoconference call:

**Videoconference Call:**

Click the link below or copy and paste the link into a supported web browser address bar.

<https://nchdcc-org.zoom.us/j/5746765992?pwd=T2RVWFBPZGJYdHYyQmp1VUdZeUc3Zz09>

Meeting ID: **574 676 5992**

Passcode: **195957**

**Telephone:**

Dial any telephone number below and enter the Meeting ID and Passcode above if required.

One tap mobile:

+13462487799,,5746765992# US (Houston)

+16699006833,,5746765992# US (San Jose)

Dial by your location:

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 669 444 9171 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 689 278 1000 US

+1 929 205 6099 US (New York)

Find your local number: <https://nchdcc-org.zoom.us/j/5746765992>



**BOARD OF MANAGERS  
Regular Meeting  
Tuesday, July 1, 2025 at 12:00 PM**

**AGENDA**

**1. WELCOME**

**2. ROLL CALL OF MEMBERS**

- \_\_\_ Belinda Flores, Chairman
- \_\_\_ Vishnu V. Reddy, Vice Chair
- \_\_\_ Sylvia Tryon Oliver
- \_\_\_ Mariana Garza
- \_\_\_ Efrain Guerrero, Jr.
- \_\_\_ Georgia Neblett
- \_\_\_ Karen O'Connor Urban

**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. REGULAR SESSION

A. **PUBLIC COMMENT** - This section provides the public the opportunity to address the Board on any issues within its authority. 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. The presiding officer may, if he/she deems it necessary, limit both the number of commenters and the time allotted to each commenter. Under the law, the Board may only take action on items specifically listed on the agenda. Subject matter presented which is not part of the agenda will be referred to District staff for review if appropriate. Materials submitted to the Board during public comment will not be returned. At least ten (10) copies of any document to be used by any commenter should be available for distribution to the Board. The commenter is responsible for preparation of the copies. The commenter's name and, if applicable, meeting agenda item number should be clearly marked on such documents.

B. **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:

1. Approve Board of Managers Regular Meeting minutes of May 27, 2025.
2. Receive listing of new vendors as of June 25, 2025; listing provided pursuant to Board of Managers Bylaws, §2.1.B and Texas Local Government Code, Chapter 176.
3. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2025 year-to-date:

- a. Salaries, benefits, and supplies at/for the City of Corpus Christi/Nueces County Public Health District;
- b. Emergency medical services provided in unincorporated areas of Nueces County;
- c. Supplemental and jail diversion program funding for Nueces Center for Mental Health and Intellectual Disabilities;
- d. Medical services provided at County correctional facilities:
  - 1. Nueces County Jail; and
  - 2. Nueces County Juvenile Detention Center;
- e. Funding for alcohol and drug abuse treatment programs:
  - 1. Cenikor (Charlie's Place); and
  - 2. Council on Alcohol and Drug Abuse;
- f. Funding for diabetes prevention and supporting programs; and
- g. Public health grants. *(Finance Committee)*

4. Receive summary imputed claims information on medical and hospital care provided to the Nueces Aid Program population consistent with the CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement for fiscal year-to-date period-ended May 31, 2025. *(Finance Committee)*

5. 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)*

6. 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)*

7. 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:

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

1. Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS);
2. Comprehensive Hospital Increase Reimbursement Program (CHIRP);
3. Network Access Improvement Program (NAIP); and
4. Texas Incentives for Physicians and Professional Services (TIPPS); and

b. 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:

1. Disproportionate Share Hospital (DSH);
2. Graduate Medical Education (GME);
3. Hospital Augmented Reimbursement Program (HARP); and
4. Hospital Uncompensated Care (UC). (*Finance Committee*)

8. Receive reports relating to Nueces Aid Program enrollment for the month-ended May 31, 2025:

- a. Total Persons and Households Enrolled;
- b. Enrollment Summary;
- c. Denials;
- d. Application Processing Summary; and
- e. Enrollment by Zip Code. (*Finance Committee*)

C. **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:

1. **Finance Committee:**

a. **Financial Statements:**

1. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended May 31, 2025. (***ACTION***)

2. **Legislative Matters:**

- a. Receive and discuss reports from Legislative Consultants on the 89th Texas Legislative Session and related matters. (***INFORMATION***)

b. Discuss and consider authorizing the Administrator to execute Personal Services Agreements for legislative-related services for the six-month term July 1, 2025 - December 31, 2025:

1. Joel J. Romo; and
2. Patricia A. Shipton. (*ACTION*)

3. **Health Care Provider Participation Program:**

a. Receive notice of the following related to the Nueces County Hospital District's Health Care Provider Participation Program ("Program") for Fiscal Year 2025:

1. Updated basis for participating providers' net patient revenue used to calculate their mandatory payments under the Program; mandatory payments authorized by Chapter 298C, Texas Health and Safety Code; and
2. Planned updates to the payment calculation basis amount, incorporating the most recent financial and utilization data reported by participating providers (hospitals) to the Texas Department of State Health Services pursuant to Sections 311.032 and 311.033 of the Health Code; updates in accordance with Rule 9(d) of the District's Rules and Procedures; and basis amount updates to be effective September 1, 2025. (*INFORMATION*)

4. **Other Business:**

a. Discuss and consider a funding request from the Coastal Bend Wellness Foundation to support the continuation of its HIV (Human Immunodeficiency Virus) Prevention Program. (*ACTION*)

b. Discuss and consider rescheduling the October 2025 meetings of the Board of Managers and Finance Committee, and holding the meetings at the Dr. Hector P. Garcia Memorial Family Health Center. (*ACTION*)

5. **Administrator's Briefing:**

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

1. Finance Committee: Tuesday, July 22, 2025, 11:00 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and

2. Board of Managers: Tuesday, July 22, 2025, 12:00 PM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A,

Corpus Christi, Texas 78401. **(INFORMATION)**

6. **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 session(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 §551.072.

A. Consult with attorneys on matters relating to December 14, 2023, Emergency Medicine Support Letter Agreement between the Hospital District and CHRISTUS Spohn Health System Corporation and related matters.

B. Consult with attorneys on matters relating to the retention and recruitment of physicians and expansion of residency positions in Nueces County and related matters.

C. Consult with attorneys on matters relating to the use of Hospital District funds for the retention and recruitment of physicians and expansion of residency positions in Nueces County and related matters.

D. Consult with attorneys on matters related to the Corpus Christi Housing Authority and CPS Energy and related matters.

E. Consult with attorneys on matters relating to the sale of Hospital District real property.

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

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

**8. ADJOURN**

9. Public Notice Posting Receipt.