

**PERSONAL SERVICES AGREEMENT**

**STATE OF TEXAS**

**COUNTY OF NUECES**

THIS AGREEMENT FOR PERSONAL SERVICES is made by and between the Nueces County Hospital District, hereinafter called "Hospital District" and Dena B. Bruni, hereinafter called "Contractor" for the purpose of arranging personal services.

**WITNESSETH**

**WHEREAS**, the Hospital District desires to arrange for personal services described as follows:

Provision of assistance and other services relating to the Nueces Aid Program and proposed revisions to the Nueces Aid Program's Handbook.

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

**AGREEMENT**

**ARTICLE 1**

**SCOPE OF SERVICES TO BE PROVIDED BY HOSPITAL DISTRICT**

The Hospital District will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment A, Services to be Provided by Hospital District, attached hereto and made a part thereof this Agreement.

**ARTICLE 2**

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

The Contractor shall perform those personal services for the fulfillment of the Agreement as identified in Attachment B, Services to be Provided by Contractor, attached hereto and made a part thereof this Agreement. Contractor tasks shall be completed by December 31, 2019.

**ARTICLE 3**

**AGREEMENT PERIOD**

Term of this Agreement shall be from January \_\_\_\_, 2019 through December 31, 2019. The Contractor shall proceed with the work as authorized in writing by the Hospital District, as provided in Article 5 – Work Authorizations. This Agreement shall terminate at the close of business on December 31, 2019, unless extended by supplement agreement duly executed by the Contractor and the Hospital District prior to the date of termination,

as provided in Article 10 – Supplemental Agreements, or otherwise terminated, as provided in Article 18 – Termination. Any work performed after the date of termination shall be ineligible for reimbursement.

#### **ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT**

The compensation paid to the Contractor under this Agreement shall be One Hundred Twenty-Five Dollars (\$125.00) per hour, unless modified as provided in Article 10 – Supplemental Agreement. The maximum compensation amount payable to the Contractor during the Term of this Agreement is Five Thousand Dollars (\$5,000.00), unless modified as provided in Article 10 – Supplemental Agreements. There will be no compensation for travel or expenses.

The Contractor shall prepare and submit to the Hospital District a biweekly invoice and a progress report in reasonable detail, stating the status and description of the work accomplished during the billing period. This amount shall be due and payable upon completion of respective tasks in accordance with Attachment C, Work and Fee Schedule, herein attached and incorporated in its entirety.

**The Hospital District assumes no liability for work performed or costs incurred prior to the date authorized by the Hospital District to begin work, during periods when work is suspended, or subsequent to the Agreement completion date.**

#### **ARTICLE 5 WORK AUTHORIZATIONS**

The Hospital District will issue work authorizations, in the form identified and attached hereto as Attachment D, Work Authorization, to authorize the Contractor to perform one or more tasks. The work authorization will not waive the Hospital District's or Contractor's responsibilities and obligations established in this Agreement. The Contractor's work authorization will be issued by the Administrator of the Hospital District.

Upon satisfactory completion of the work authorization, the Contractor shall submit to the Hospital District for review and acceptance the deliverables as specified in the executed work authorization.

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

## **ARTICLE 6 PROGRESS**

The Contractor shall, from time to time during the progress of the work, confer with the Hospital District. The Contractor shall prepare and present such information as may be pertinent and necessary, or as may be requested by the Hospital District, in order to evaluate features of the work. Upon request by the Hospital District, the Contractor shall make presentations to the one or more individuals or groups designated by the Hospital District's Administrator.

At the request of the Hospital District or the Contractor, conferences shall be conducted by telephone or as otherwise designated by the Hospital District. These conferences shall also include an evaluation of the Contractor's services and work when requested by the Hospital District.

Should the Hospital District determine that the progress in production of the work does not satisfy the work schedule, the Hospital District will review the work schedule with the Contractor to determine corrective action needed.

The Contractor shall promptly advise the Hospital District 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 Agreement 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 Hospital 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 7 SUSPENSION**

The Hospital District may suspend the work, but not terminate the Agreement, 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 both parties.

The work will be reinstated and resumed in full force and effect within one (1) calendar days of receipt of written notice from the Hospital District to resume the work. The one (1) day notice may be waived if approved in writing by both parties.

If the Hospital District suspends the work, the Agreement period, as determined in Article 3 – Agreement Period, is not affected and the Agreement will terminate on the

date specified unless the Agreement is amended as provided in Article 10 – Supplemental Agreements.

## **ARTICLE 8 ADDITIONAL WORK**

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

The Contractor shall not perform any additional work or incur any additional costs prior to the execution, by both 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 Agreement or as amended.

## **ARTICLE 9 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 Agreement, the Contractor shall make such revisions if requested and as directed by the Hospital District. This will be considered additional work and paid for as specified under Article 8 – Additional Work.

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

## **ARTICLE 10 SUPPLEMENTAL AGREEMENTS**

The terms of this Agreement 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 4 – Compensation and Method of Payment.

Any supplement agreement must be executed by both parties within the Agreement period specified in Article 3 – Agreement Period.

**No claim for extra work done or materials furnished shall be made by the Contractor until full execution of the supplemental agreement and authorization to proceed is issued by the Hospital District.**

**ARTICLE 11  
PUBLIC INFORMATION ACT**

All documents created or collected under the terms of this Agreement are the exclusive property of the Hospital District and shall be furnished to the Hospital District upon request. All documents prepared by the Contractor and all documents furnished to the Contractor by the Hospital District shall be delivered to the Hospital District within fifteen (15) calendar days upon completion or termination of this Agreement. The Contractor, at her own expense, may retain copies of such documents or any other data which she has furnished the Hospital District under this Agreement. Release of information will be in accordance with the Texas Public Information Act.

**ARTICLE 12  
PERSONNEL, EQUIPMENT AND MATERIAL**

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

**ARTICLE 13  
SUBCONTRACTING**

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

**ARTICLE 14  
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 being performed hereunder.

**ARTICLE 15  
SUBMISSION OF REPORTS**

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

**ARTICLE 16**  
**ELECTRONIC DOCUMENTS AND INFORMATION EXCHANGE**

All of the Contractor's electronic files submitted to the Hospital District shall be compatible with the Hospital District's systems without conversion or modifications and be immediately usable by the Hospital District.

All electronic files provided by the Contractor shall be delivered to the Hospital District by electronic mail unless otherwise directed by the Hospital District. Final payment for the work associated with this Agreement will not be made until the files furnished by the Contractor have been demonstrated to be usable in the required formats.

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

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

In the event of any material violation or material breach of the requirements or provisions of this Agreement by either party, the non-breaching party shall send the breaching party written notification, by certified mail, return receipt requested, asserting the existence of such breach in reasonable detail. Following its receipt of such written notice, the breaching party shall have a period of ten (10) days in which to either contest the existence of such breach or to cure such breach if it is of a nature which can be cured within the ten (10) days. In the event such breach is of the nature which is incapable of being cured within the ten (10) days, the breaching party diligently attempting to cure the breach, the breaching party shall be deemed to be in compliance with this paragraph. If the breaching party fails to cure such breach within the ten (10) days (or such longer period if so required), then the breaching party shall be deemed to be in violation of this Agreement and the non-breaching party may pursue any and all remedies available pursuant to this Agreement or at law or in equity.

## **ARTICLE 18 TERMINATION**

This Agreement shall terminate at the close of business on December 31, 2019, unless extended as provided in Article 10 – Supplemental Agreements.

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

1. By mutual agreement and consent, in writing, of both 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 either 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 ten (10) 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 Agreement as herein provided, no compensation other than compensation due and payable at the time of termination shall thereafter be paid to the Contractor.

If the Contractor defaults in the performance of this Agreement or if the Hospital District terminates this Agreement for fault on the part of the Contractor, the Hospital District will give consideration to the actual time 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 Hospital District, the cost to the Hospital 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 Hospital District of the work performed at the time of default.

The termination of this Agreement 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 Agreement except the obligations set forth in Articles 11, 14, 19, 20, and 21 of this Agreement.

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

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

It is expressly understood by Hospital District and Contractor, that from the date of award of Contractor to one (1) year after termination or expiration of Agreement term, it is prohibited for any Hospital District employee thereof, to receive gifts or contributions regardless of amount from Contractor. Hospital District employee is defined as those individuals who are or were employed by the Hospital District during the Term of this Agreement. It is also prohibited for Contractor to contribute to Hospital District employee associations or for the benefit of groups of Hospital District employees.

**ARTICLE 20**  
**CONTRACTOR'S RESPONSIBILITY**

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

The Contractor shall utilize the Hospital District's electronic mail and conference call systems, as identified in Attachment A, Services to be Provided by Hospital District, in accordance with the District's policies and procedures and only for the purposes of providing services under this Agreement,

The Contractor shall utilize the Nueces Aid Handbook policies and Nueces Aid Program utilization information, as identified in Attachment A, Services to be Provided by Hospital District, only for the purposes of providing services under this Agreement.

The Contractor shall secure the Nueces Aid Handbook policies and Nueces Aid Program utilization information as identified in Attachment A, Services to be Provided by Hospital District.

**ARTICLE 21**  
**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 Agreement period and for two (2) years from the date of final payment under this Agreement 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 Agreement for the purpose of making audits, examinations, excerpts, transcriptions, and for checking the amount of work performed by the Contractor.

**ARTICLE 22  
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 agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

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

**ARTICLE 23  
SEVERABILITY**

In the event any one or more of the provisions contained in this Agreement, 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 24  
PRIOR AGREEMENT SUPERSEDED**

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

**ARTICLE 25  
NOTICES**

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

**HOSPITAL DISTRICT**

Nueces County Hospital District  
Attn: Administrator  
555 N. Carancahua St., Ste. 950  
Corpus Christi, Texas 78401-0835

**CONTRACTOR**

Dena B. Bruni  
5098 Healey Drive  
Smyrna, Georgia 30082-5066

**ARTICLE 26  
GOVERNING LAW AND VENUE.**

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

**IN WITNESS WHEREOF**, the Hospital District and the Contractor have executed these presents in duplicate.

**NUECES COUNTY  
HOSPITAL DISTRICT**

**CONTRACTOR**

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

By: \_\_\_\_\_  
Dena B. Bruni

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

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

**List of Attachments:**

- Attachment A – Services to be provided by Hospital District
- Attachment B – Services to be provided by Contractor
- Attachment C – Work and Fee Schedule
- Attachment D – Work Authorization

**Attachment A**  
**Services to be Provided by Hospital District**

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

1. Access to management team during and after business hours.
2. Access to designated employees during business hours.
3. Assistance from management team during and after business hours.
4. Assistance from designated employees during business hours.
5. Access to and use of electronic mail system.
6. Access to and use of conference call system.
7. Access to and use of Nueces Aid Program Handbook policies.
8. Access to and use of Nueces Aid Program utilization information.

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

The following services are to be provided by Contractor:

1. Impart practical knowledge on Nueces Aid Program matters.
2. Provide feedback on Nueces Aid Program matters.
3. Impart practical knowledge on matters relating to the Nueces Aid Program's Handbook.
4. Provide feedback on matters relating to the Nueces Aid Program Handbook.
5. Impart practical knowledge on matters relating to proposed revisions to the Nueces Aid Program Handbook.
6. Provide feedback on matters relating to proposed revisions to the Nueces Aid Program Handbook.
7. Review proposed revisions to the Nueces Aid Program Handbook.
8. Provide evaluations of proposed revisions to the Nueces Aid Program Handbook.
9. Recommend modifications to proposed revisions to the Nueces Aid Program Handbook.
10. Consult with and provide advice to management team on proposed revisions to the Nueces Aid Program Handbook.
11. Provide prompt response to client communication.
12. Participate in all conference calls.

**Attachment C**  
**Work and Fee Schedule**

The Hospital District shall compensate Contractor for services provided on an hourly basis, up to the Maximum Agreement Amount.

**Compensation:** \$125.00/Hour.

**Maximum Agreement Amount:** \$5,000.00

**Completion Date:** December 31, 2019

**Attachment D**  
**Work Authorization**

This work authorization is issued on \_\_\_\_\_, 2019, between Nueces County Hospital District and Dena B. Bruni.

**Work Task:**

Items as described on Attachment B of Personal Services Agreement.

**Deliverables:**

As described on Attachment B of Personal Services Agreement.

**Completion Date:**

December 31, 2019

**NUECES COUNTY  
HOSPITAL DISTRICT**

**CONTRACTOR**

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

By: \_\_\_\_\_  
Dena B. Bruni

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

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