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 certain 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 legislative services during the 90th Texas Legislative Session as described in the scope of work, Attachment B; and

WHEREAS, "personal legislative services" refer to a range of activities performed to influence legislative and administrative outcomes, shape policy, and advocate for the Hospital District's specific interests before lawmakers, government officials, and agencies.

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 incorporated into and made part of this Contract.

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

ARTICLE 2
CONTRACT PERIOD

This Contract shall begin on January 01, 2027 and terminate at the close of business on June 30, 2027, 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 shall not exceed Thirty Thousand Dollars ($30,000), unless modified by a supplemental agreement executed in accordance with Article 9. This amount constitutes the total compensation payable for all services and expenses under this Contract. No expenses shall be reimbursed separately.

Payments will be made monthly in the amount of Five Thousand Dollars ($5,000) for each full month of authorized services through June 30, 2027, subject to the terms of this Contract.

The Contractor shall submit monthly invoices and progress reports by electronic mail to the Administrator. Each progress report shall describe work accomplished, significant legislative and administrative developments affecting the District, legislative measures monitored or addressed, material activities undertaken, and matters requiring District attention or action.

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 of 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 expenses incurred relative to the Contractor's duties, including travel expense, long distance telephone calls, special mailing, or delivery expenses.

The Hospital District assumes no liability for work performed or costs incurred prior to the effective date of this Contract, or 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.

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. During any District-directed suspension, Contractor shall not perform services and shall not be entitled to compensation for the period of suspension; monthly compensation shall be prorated accordingly.

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 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.

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.

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

Contractor shall comply with the Texas Open Meetings Act, Chapter 551, Texas Government Code, and shall not knowingly participate in, facilitate, or serve as an intermediary for communications among Board members that would constitute a prohibited deliberation or meeting under applicable law.

Communications concerning District business shall ordinarily be directed to the Administrator, who shall coordinate distribution to the Board, as appropriate and consistent with applicable law.

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 June 30, 2027 unless extended as provided in Article 9 - Supplemental Agreements.

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

1. By mutual agreement and consent, in writing, of all parties;

2. By the 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.

Upon termination, Contractor shall be entitled to compensation only for services satisfactorily performed through the effective date of termination, prorated using the monthly compensation specified in Article 3. No compensation shall be payable for services not performed or for periods following termination. The Hospital District may withhold payment for services not satisfactorily performed, subject to applicable law.

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.

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. 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 HOSPITAL DISTRICT AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACTIVITY BY THE CONTRACTOR.

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 prohibition on assignment, subcontracting, and transfer in Article 11 shall govern this Contract.

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.

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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 warrants 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. Contractor shall represent only positions authorized by the District and shall not make commitments or bind the District without prior authorization from the Administrator or Board, as applicable.

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. ln 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, 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 or 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 which develop. Such notice should be given 3 business days after Contractor obtains 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, officers, 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
jonnyhipp@nchdcc.org

CONTRACTOR

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

Joel.Romo@texanapublicaffairs.com

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.

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IN WITNESS WHEREOF, this Contract is effective January 01, 2027.

NUECES COUNTY HOSPITAL DISTRICT	**CONTRACTOR**
By: _____.	By: _____.
Jonny F. Hipp Administrator/CEO	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

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ATTACHMENT A
SERVICES TO BE PROVIDED BY HOSPITAL DISTRICT

- Provide overall project direction and day-to-day prioritization, coordination, clarification, and information about the Hospital District's legislative goals and objectives during the 90th Texas Legislative Session.

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ATTACHMENT B
SERVICES TO BE PROVIDED BY CONTRACTOR

During the 90th Texas Legislative Session, provide personal legislative services to influence legislative outcomes, shape policy, and advocate for Hospital District's interests before lawmakers, governmental officials, and agencies, including, but not limited to: Contractor shall provide timely notice to the Administrator of significant bills, amendments, hearings, budget provisions, or agency developments materially affecting the District and shall assist in developing and advancing District-authorized legislative priorities.

1. Policy analysis and research.
2. Drafting legislation or amendments.
3. Providing analysis of legislation.
4. Communicating with legislators and their staff and agency officials.
5. Preparing briefing materials and position papers.
6. Attending and participating in legislative and budget hearings.
7. Strategic planning for legislative initiatives.
8. Coordinating with trade and advocacy groups, and stakeholders.
9. Providing advice and counsel on legislative matters.
10. Monitor legislation and budget developments relating to the Hospital District and other urban Texas hospital districts, including, but not limited to:
    a. Indigent Health Care;
    b. Mental Health and Intellectual Disabilities;
    c. Public Health;
    d. Correctional Health Care;
    e. Emergency Medical Services;
    f. Legislative Expansions and Mandates;
    g. Intergovernmental Transfers;
    h. Property Taxes;
    i. Property Appraisals;
    j. District Finances;
    k. Use of District Funds;
    l. Eminent Domain;
    m. Board appointments, terms, qualifications for office, and removal;
    n. Medicaid;
    o. Medicaid Supplemental Payment Programs, including Medicaid managed care directed payments, intergovernmental transfers, local provider participation funds, and related state and federal financing requirements;
    p. Tax Increment Financing;
    q. Bonds and Certificates of Obligation; and
    r. Alternative Financing Methods.