

## **HEARING OFFICER SERVICES AGREEMENT**

This Hearing Officer Services Agreement (the "Agreement") is made by and between the Nueces County Hospital District, a hospital district and political subdivision of the State of Texas (the "Hospital District" or "District"), and Wood, Boykin & Wolter, A Professional Corporation, and law firm who provides administrative hearing and other related professional services to Texas local governmental entities and political subdivisions ("WBW").

### **RECITALS**

**WHEREAS**, the Hospital District is a hospital district, 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, including the "Indigent Health Care and Treatment Act" codified at Health Code, Chapter 61;

**WHEREAS**, pursuant to Health Code, §281.046, the Hospital District has a statutory obligation to furnish medical aid and hospital care to indigent and needy persons residing within the District's boundaries and the District fulfills said obligation through its Nueces Aid Program (the "Program");

**WHEREAS**, pursuant to Health Code, §61.052(a), a hospital district is required to provide healthcare assistance to each eligible resident in its service area who meets certain basic income and resource requirements established by the Texas Department of Health or a less restrictive income and resources standard adopted by the hospital district serving the area in which the person resides;

**WHEREAS**, pursuant to Health Code, §61.066, a hospital district may adopt reasonable procedures for preventing and detecting fraud in the Program, and may conduct administrative hearings on disqualifying persons from the Program in cases where fraud appears to exist;

**WHEREAS**, the Hospital District has established procedures for administrative hearings to be conducted on disqualifying persons from the Program in cases where fraud appears to exist, as said hearings are set forth in Hospital District Policy No. ED004: *Administrative Disqualification Hearings and Appeals*;

**WHEREAS**, the Hospital District desires to retain the services of attorneys who are in good standing with the State Bar of Texas, to be the hearing officers at and preside over the District's administrative hearings it conducts to disqualify persons from the Program in cases where fraud appears to exist, as said hearings and hearing officer duties are described in Hospital District Policy No. ED004: *Administrative Disqualification Hearings and Appeals*; and

**WHEREAS**, WBW is desirous of providing the Hospital District attorneys to be the hearing officers at and preside over the District's administrative disqualification hearings above and perform the hearing officer duties as described in Hospital District Policy No. ED004: *Administrative Disqualification Hearings and Appeals*.

**NOW, THEREFORE**, in consideration of the recitals, premises, and the mutual covenants and undertakings herein contained, the parties hereto agree as follows:

**SECTION I**  
**DEFINITION OF TERMS**

- 1.1 Terms Above Stated. For purposes of this Agreement, the terms "Agreement," "Hospital District," "District," "WBW," "Health Code," and "Program" shall have the meanings ascribed above.
- 1.2 Additional Terms. In addition to Section 1.1 above and for purposes of this Agreement, the following terms shall have the meanings assigned below:
- 1.2.1 "Disqualification Hearing Policy and Procedure" means Hospital District Policy No. ED004: *Administrative Disqualification Hearings and Appeals* attached hereto and identified as Exhibit "A".
- 1.2.2 "Hearing Officer" means an attorney, in good standing with the State Bar of Texas, assigned by the Hospital District's Administrator to preside over the District's administrative disqualification hearings as outlined in the Disqualification Hearing Policy and Procedure.
- 1.2.3 "Hearing Officer Services" means the performance by a Hearing Officer of the hearing officer powers and duties and notice of hearing officer's decision as outlined in and in accordance with Sections IV.D. and IV.E. of the Disqualification Hearing Policy and Procedure, as well as the performance of any other Hearing Officer duties set forth in said Policy and Procedure.

**SECTION II**  
**INDEPENDENT CONTRACTOR RELATIONSHIP**  
**BETWEEN THE PARTIES**

- 2.1 Independent Contractor. The relationship between the Hospital District and WBW shall be that of an independent contractor. The District shall be interested only in the reasonable and satisfactory performance of the Hearing Officer Services to be provided by WBW under this Agreement.
- 2.2 Control. Except as set forth in Sections 3.4 and 4.3 below, the Hospital District shall have no control over the manner, means or methods by which WBW's results are to be accomplished, including the hiring of any employees and personnel by WBW. WBW understands and agrees that it is entering this Agreement as an independent contractor and that it shall control all of its actions and operations and those of its employees and personnel and that it reserves all rights to so control the same. For budgetary and control purposes, the Hospital District shall have the right to control the time and hours spent or incurred by WBW in the performance of its services under this Agreement. The Hospital District shall additionally control the performance of WBW to the extent that performance of said services may interfere with or be coordinated with the business and other operations of the Hospital District. Except as stated in this Section 2.2, the Hospital District hereby surrenders all rights or claim of right to control WBW and its employees and personnel in the performance of this Agreement.
- 2.3 Professional Judgement and Actions. WBW shall at all times exercise its own professional judgement in its performance of the services provided to the Hospital District under this Agreement. WBW's actions shall at all times be professional, ethical, and reasonable.
- 2.4 Employees and Personnel. Neither WBW nor any of its employees and personnel will be considered an employee, ostensible or apparent agent, servant, or borrowed employee of the Hospital District. The Hospital District will not withhold on behalf of WBW and its employees and personnel any

sums of money for federal income tax, withholding, unemployment insurance, social security, Medicare tax, or any other withholding, nor will WBW and its employees and personnel receive any benefits commonly provided to employees of the Hospital District.

**SECTION III**  
**OBLIGATIONS AND RESPONSIBILITIES OF WBW**

- 3.1 Provision of Hearing Officer Services. WBW shall make available and provide to the Hospital District the professional services of one or more attorneys who are in good standing with the State Bar of Texas to perform the Hearing Officer Services on hearing dates mutually agreed upon by the parties in advance. George Schimmel shall serve as the designated Hearing Officer, although with the consent of the Hospital District, other WBW attorneys may serve as Hearing Officers as warranted. WBW shall provide its professional services in accordance with the terms and conditions of this Agreement and in a manner that assures that the Hospital District is reasonably and satisfactorily served as to the methods said services are performed. Except as provided in Section 4.4 below, WBW shall provide, at its sole cost and expense and without additional cost or expense to the Hospital District, all professional and paralegal employees and personnel, law library, office space, equipment, supplies, insurance coverages, licenses and any other related resources and components necessary to support its provision of the services under this Agreement. For purposes of this Agreement, the term "professional employees and personnel" shall mean any WBW-employed attorney other than the attorney performing the Hearing Officer Services. The term "paralegal employees and personnel" shall mean all other non-attorney employees and personnel of WBW.
- 3.2 Hearing Officer Services Fees. WBW's professional fees shall be based on its hourly rates charged for the performing attorney for the time expended by him/her in connection with the Hearing Officer Services. WBW shall submit monthly fee statements for services provided under this Agreement. Said statements shall be reported using increments of One Tenth (1/10) of an hour and at least contain the related Hospital District case number, Program enrollee's name, a description of the services performed, and the date, time, and location of the services provided. WBW shall mail fee statements to the Hospital District at the address set forth in Section 5.11.1 below not later than the fifth (5<sup>th</sup>) day of the month immediately following the month in which the services were provided.
- 3.3 Expense Reimbursement. The Hospital District shall pay WBW for all of its reasonable out-of-pocket expenses it incurs in providing the Hearing Officer Services described in this Agreement. Such expenses may include, but are not limited to, courier or messenger services, recording or certifying documents, long distance telephone calls, facsimile transmissions, photocopying expenses, travel expenses, postage, and any other related, appropriate and reasonable expenses preauthorized in writing by the Hospital District's Administrator. WBW shall mail expense reimbursement statements to the Hospital District at the address set forth in Section 5.11.1 below not later than the fifth (5<sup>th</sup>) day of the month immediately following the month in which the expenses were incurred in.
- 3.4 Coordination. WBW shall schedule and coordinate the Hearing Officer Services with the Hospital District's Administrator or his designee using hearing dates mutually agreed upon by the parties in advance.
- 3.5 Insurance Coverages. WBW agrees to provide the Hospital District written proof of insurance coverages on the Commencement Date and upon the Hospital District's written request thereafter, as follows:
- 3.5.1 Professional Liability Coverage. Professional liability insurance with limits of \$100,000 (per occurrence) and \$300,000 (aggregate) (claims-made type policy); and

3.5.2 Workers Compensation Coverage. Workers compensation insurance per State of Texas statutes.

3.6 Representations and Warranties.

3.6.1 Qualifications and Licensure. WBW hereby represents and warrants that the attorneys it will provide to the Hospital District to perform the Hearing Officer Services under this Agreement is/are: (i) duly licensed and qualified to engage in the practice of law in the State of Texas pursuant to the requirements of the appropriate governmental and/or judicial agency(s) regulating WBW's profession and applicable ethical standards; (ii) in good standing with the State Bar of Texas and there are no limitations, restrictions, or modifications on his/her/their ability to practice law in Nueces County, Texas and the State of Texas; and (iii) not the subject of any administrative, governmental, regulatory, judicial, or professional disciplinary action and no such action is contemplated or pending.

3.6.2 Employees and Personnel. WBW hereby represents and warrants that its employees and personnel are not currently employees or personnel of the Hospital District.

3.6.3 Payment of Ad Valorem Taxes. WBW hereby represents and warrants that it and the attorneys it will provide to perform the Hearing Officer Services are not delinquent in the payment of any ad valorem taxes due in Nueces County, Texas.

**SECTION IV**  
**OBLIGATIONS AND RESPONSIBILITIES OF HOSPITAL DISTRICT**

4.1 Payment of Hearing Officer Services Fees. In consideration of the Hearing Officer Services rendered to the Hospital District under this Agreement, the Hospital District shall pay WBW at Corpus Christi, Nueces County, Texas, its reasonable fees and out-of-pocket expenses. Fees will be based on the hourly rates charged for the lawyers for the time expended by them in connection with the above-mentioned matters. The hourly rate for George Schimmel is \$225 per hour. The hourly rate for any other WBW-provided attorney shall be agreed upon by the parties in writing and in advance of the provision of any Hearing Officer Services. The Hospital District shall pay WBW its Hearing Officer fees within ten (10) days of receipt of the fee statement described in Section 3.2 above.

4.2 Expense Reimbursement. The Hospital District shall pay WBW for all of its reasonable out-of-pocket expenses it incurs in providing the Hearing Officer Services described in this Agreement. Such expenses may include, but are not limited to, courier or messenger services, recording or certifying documents, long distance telephone calls, facsimile transmissions, photocopying expenses, travel expenses, postage, and any other related, appropriate and reasonable expenses preauthorized in writing by the Hospital District's Administrator. The Hospital District shall reimburse WBW its expenses within ten (10) days of receipt of the expense statement described in Section 3.3 above.

4.3 Coordination. The Hospital District's Administrator or his designee shall schedule and coordinate the Hearing Officer Services with WBW using hearing dates mutually agreed upon by the parties in advance.

4.4 Provision of Facilities and Equipment. The Hospital District agrees to provide the Hearing Officer the facilities and equipment it determines are necessary and advantageous to support provision of the Hearing Officer Services. The District's provision of said facilities and equipment shall be limited to

the provision of a hearing room at a location determined by the District, related tables and seating, and audio tape recording equipment to be operated by the Hearing Officer during the disqualification hearing.

**SECTION V**  
**AGREEMENTS OF HOSPITAL DISTRICT AND WBW**

- 5.1 Term. This Agreement shall commence at 12:01 a.m. on the date following execution of this Agreement by the Hospital District (the "Commencement Date") and shall continue until otherwise terminated or modified in writing by the parties.
- 5.2 Termination by Hospital District. The Hospital District may terminate this Agreement at any time, but must provide WBW thirty (30) days written notice before said termination becomes effective. During the interim from the date Hospital District's written notice is received by WBW until the thirty (30) day notice period ends, WBW shall continue to provide Hearing Officer Services to the Hospital District. The Hospital District agrees to pay the reasonable fees and expenses incurred up to the time said termination becomes effective.
- 5.3 Termination by WBW. WBW may terminate this Agreement at any time, but must provide the Hospital District thirty (30) days written notice before said termination becomes effective. During the interim from the date WBW's written notice is received by the Hospital District until the thirty (30) day notice period ends, WBW shall continue to provide Hearing Officer Services to the Hospital District. The Hospital District agrees to pay the reasonable fees and expenses incurred up to the time said termination becomes effective.
- 5.4 Termination by Mutual Consent. This Agreement may be terminated by the mutual written consent of the parties. The Hospital District agrees to pay the reasonable fees and expenses incurred up to the time said termination becomes effective.
- 5.5 Termination by Default. Either party may terminate this Agreement after five (5) days written notice if the other party is in default of any of the provisions of this Agreement.
- 5.6 Transfer of Files, Records, and Property Following Termination. Following termination of WBW's services under any of the Sections 5.2 through 5.5 above, WBW shall within five (5) working days facilitate the transfer of any and all of the Hospital District's files, records, and property to the Hospital District. The transfer of said files, records, and property shall be at the sole cost and expense of the Hospital District.
- 5.7 Maximum Amount for Hearing Officer Services Fees and Expense Reimbursement. WBW and Hospital District acknowledge that the District's Fiscal Year (October 1- September 30 of each year) budgeted amount for the aggregate sum of Hearing Officer Services Fees in Section 4.1 above and the expense reimbursement in Section 4.2 above is five thousand dollars (\$5,000.00) (the "Annual Budget Amount"). The parties agree to work within such budgeted amount and adjust schedules and time as necessary so as to not to exceed the Annual Budget Amount.
- 5.8 Attorney-Client Relationship. This Agreement establishes an attorney-client relationship between the Hospital District and WBW, and all communications and information maintained by WBW shall be kept on a confidential basis and in conformity with the rules of the State Bar of Texas. Notwithstanding the foregoing, however, in connection with any particular administrative disqualification hearing, the parties acknowledge that WBW's Hearing Officer is engaged to exercise


his/her independent judgement and is not obligated to render any particular decision in favor of the Hospital District or against any particular party.

- 5.9 Other Performance. This Agreement is non-exclusive. The Hospital District acknowledges and agrees that this Agreement shall not preclude WBW from providing similar services to other clients. The Hospital District shall have the right, power, and authority to contract with others to perform the services agreed to be provided by WBW under this Agreement.
- 5.10 Notices. Unless otherwise stated herein, any notice, demand, or communication required, permitted or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:
- 5.10.1 If to Hospital District:  
Nueces County Hospital District  
Attn: Jonny F. Hipp, ScD, FACHE, Administrator/CEO  
555 North Carancahua St., Suite 950  
Corpus Christi, Texas 78401-0835
- 5.10.2 If to WBW:  
Wood, Boykin & Wolter  
A Professional Corporation  
Attn: John D. Bell, President  
615 N. Upper Broadway, Suite 1100  
Corpus Christi, Texas 78401
- 5.11 Governing Law and Venue. This Agreement has been executed and delivered and shall be interpreted and enforced in accordance with the laws of the State of Texas. Venue shall be in Nueces County, Texas.
- 5.12 Entire Agreement. This Agreement, including any schedules, exhibits, or amendments shall constitute the entire agreement of the parties concerning the provision of services and supersedes all prior and contemporaneous representations, statements, understandings, negotiations, and agreements, either oral or in writing, between the parties hereto with respect to the subject matter herein and all such prior or contemporaneous representations, statements, understandings, negotiations, and agreements, both oral and written, are hereby terminated upon the Commencement Date of this Agreement.
- 5.13 Amendment and Modification. This Agreement may not be amended or modified in manner whatsoever, except by written agreement signed by the duly authorized officers of each party.
- 5.14 Severability. If any term(s) or provision(s) contained in this Agreement is determined by a court of competent jurisdiction to be void, illegal or unenforceable, in whole or in part, then the other term(s) and provision(s) contained herein shall remain in full force and effect as if the term(s) and provision(s) which was determined to be void, illegal, or unenforceable had not been contained herein.
- 5.15 No Subcontracting or Assignment by WBW; Binding Effect. WBW shall not subcontract or assign this Agreement to any other party or parties without the prior written consent of the Hospital District. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

- 5.16 Captions and Headings. The captions and headings used herein are for convenience only and do not limit the contents of this Agreement.
- 5.17 Exhibits. Exhibits means the attached documents setting out certain particulars of this Agreement, or any replacement documents thereof. All exhibits referred to in this Agreement are incorporated herein by reference and are hereby made part of this Agreement.
- 5.18 Waiver. The waiver by any party hereto of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
- 5.19 Officer's Authority. Each of the officers who have executed this Agreement on behalf of one of the parties hereto warrants that he has the power and authority to execute this agreement on behalf of such party and to bind such party to the terms and provisions of this Agreement.
- 5.20 Alternate Dispute Resolution. Each party agrees that unless otherwise required in order to comply with statutory limitations, it shall not file an action or institute legal proceedings with respect to any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement until the steps outlined below have occurred. Step 1: At the request of either party, the senior executives for both parties shall meet and discuss the matter to consider informal and amicable means of resolution. If such meeting fails to occur within thirty (30) days after such request, or the meeting does not produce a mutually satisfactory resolution of the matter, the action in Step 2 below shall be followed. Step 2: After the procedure set forth in Step 1 above has been followed, the parties agree to engage in a non-binding mediation. The mediation shall be conducted at a mutually agreed location within thirty (30) days upon written request by either party. The cost of the mediator shall be borne equally by the parties.
- 5.21 Enforcement. In the event that either party shall be required to enforce the terms of this Agreement, whether with or without arbitration, the prevailing party shall be entitled to recover the costs of such action, including but not limited to a reasonable attorney's fee and related court costs.
- 5.22 Records and Access. The records (including billing records) maintained by WBW relating to services provided to the Hospital District under this Agreement are the property of the Hospital District, and WBW shall comply with all applicable regulatory record retention rules and regulations with regard to maintaining such records. Upon written request of the Hospital District or any of its duly authorized agents or representatives, WBW shall make available to the Hospital District those records, books and documents necessary to verify the nature and extent of the services provided and its related billings and expenses for services provided under this Agreement. The parties agree that any attorney-client, accountant-client privilege or any other legal privilege shall not be deemed waived by virtue of this Section 5.22.
- 5.23 Replacement of Prior Agreement. This Agreement replaces in its entirety that prior Agreement between the parties for hearing officer services dated October 8, 2002.

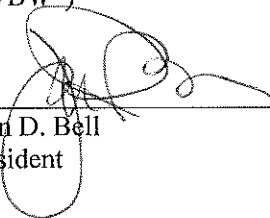
AGREED AND SIGNED by the duly authorized representatives of the Hospital District and WBW on the last date of execution below in Corpus Christi, Nueces County, Texas.

**NUECES COUNTY HOSPITAL DISTRICT**  
("Hospital District")

  
\_\_\_\_\_  
Jonny F. Hipp, ScD, FACHE  
Administrator/Chief Executive Officer

Date: January 31, 2017

**WOOD, BOYKIN & WOLTER**  
A Professional Corporation  
("WBW")

  
\_\_\_\_\_  
John D. Bell  
President

Date: January 31, 2017

WBW's Federal Employer Identification Number: 74-2553476


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**EXHIBIT "A"**

***HOSPITAL DISTRICT POLICY No. ED004:  
ADMINISTRATIVE DISQUALIFICATION HEARINGS AND APPEALS***

**NUECES COUNTY HOSPITAL DISTRICT  
ENROLLMENT DEPARTMENT  
POLICY AND PROCEDURE**

Date of Origin:	May 1, 2002	Authorized By:	Approved By:
Date of Revision:	February 18, 2014		
Date of Review:			

**Title: ADMINISTRATIVE DISQUALIFICATION HEARINGS AND APPEALS**

**Policy: E0004**

**I. POLICY**

Pursuant to Texas Health and Safety Code Ann. 861.066 (Vernon 2013), the Nueces County Hospital District Administration, upon investigation and determination that fraud exists, may administratively disqualify a Nueces County Hospital District Indigent Healthcare Program recipient. Disqualification may occur following an investigation and initial determination which finds the recipient has intentionally made a false and misleading statement; misrepresented, concealed or withheld facts, or has committed any act intended to mislead, misrepresent, conceal, or withhold facts or propound a falsity in an effort to obtain services or prescription drugs or medical tests to which the recipient is not entitled or to receive a greater amount of services or prescription drugs or medical tests to which the recipient is not entitled to receive.

Upon timely request, the recipient has the right to an administrative disqualification fair hearing (hereinafter "fair hearing").

The fair hearing to consider appeal of an initial finding of intentional program violation is informal and will not be conducted in a court of law.

**II. PURPOSE**

The purpose of this policy is to allow administrative disqualification, affirm the recipient's right to a fair hearing following an initial disqualification and to establish guidelines for the fair hearing and any subsequent appeal.

**III. RESPONSIBILITY**

The Quality Management Committee of the Hospital District's Board of Managers, through the authority delegated by the Board, will provide direction and leadership in establishing and maintaining this policy.

The Board will review and approve or disapprove of any policy adjustments recommended by the Quality Management Committee.

The Hospital District's Administrator, through his/her designee, will administer and enforce this policy.

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**IV. RULES & PROCEDURE**

**A. Notice of Administrative Disqualification and Right To Administrative Disqualification Fair Hearing**

1. The Administrative Services Department of the Nueces County Hospital District will send a written "Notice of a Administrative Disqualification and Right to a Fair Hearing", (Attachment 1) advising the recipient that he/she is disqualified from the program and may be required to provide financial restitution to the District.
2. The "Notice of Administrative Disqualification and Right to a Fair Hearing" will contain the information that serves as a basis for the disqualification, advise the recipient of his/her right to a fair hearing to appeal the initial disqualification, and explain the process for requesting this fair hearing, and advise the recipient of any documents they should provide at the fair hearing.
3. The "Notice of Administrative Disqualification and Right to a Fair Hearing" shall advise the recipient that he/she has a right to request a fair hearing within thirty (30) days from the effective date of the determination of the initial administrative disqualification. If the recipient requests a fair hearing, one shall be set at a reasonable place and time.
4. If a fair hearing is requested to appeal the initial administrative disqualification, the date, time, and place of the fair hearing will be included in the "Notice of Administrative Disqualification Fair Hearing" (Attachment 2) forwarded to the recipient. The recipient will be allowed to request one alternate hearing date but must do so within seven (7) calendar days from receipt of the "Notice of Administrative Disqualification Fair Hearing."
5. After thirty (30) days have elapsed and the recipient has not requested a fair hearing, the initial administrative disqualification becomes final and the recipient's eligibility is revoked retroactively to the date of the initial administrative disqualification.

**B. Administrative Disqualification Fair Hearing Process**

1. If a fair hearing is requested to appeal the initial administrative disqualification, a "Statement of Rights" (Attachment 3) and "Request for Alternate Date" (Attachment

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- 4) will be sent with the "Notice of Administrative Disqualification Fair Hearing". A hearing will be scheduled within thirty (30) days from the date of the notice of request of a fair hearing, or within forty-five (45) days from the date of the "Notice of Administrative Disqualification Fair Hearing" if a request for alternate hearing date is received from the recipient within the prescribed time frame. In no case will the fair hearing to appeal the initial administrative disqualification be set sooner than ten (10) calendar days from the date of the notice of request of a fair hearing. The District will coordinate the date, time, and location of the fair hearing with the hearing officer.
2. A hearing officer will preside over the fair hearing.
  3. Formal rules of evidence do not apply to the hearing process. Hearsay evidence is admissible, but will be accorded its proper weight dependent on any guarantees of trustworthiness inherent in the circumstances of the statement. The burden of proof at the hearing is Preponderance of the Evidence.
  4. The recipient may authorize an individual, such as a relative, friend, or attorney to attend the hearing and serve as the recipient's representative during the fair hearing. The Hospital District will not pay the fees of any individual serving as the recipient's representative.
  5. The recipient or the recipient's representative will have the opportunity at the fair hearing to:
    - a. bring witnesses;
    - b. establish all pertinent facts and circumstances;
    - c. present arguments or say anything about the case without undue interference;
    - d. present documentary evidence; and
    - e. question or refute any testimony or evidence, including an opportunity to confront and cross-examine witnesses.
  6. The fair hearing will not be open to the public, but may be attended by friends and relatives of the recipient if the recipient so chooses and only to the extent there is available space where the hearing is held.
  7. The fair hearing will be recorded by audio tape recorder.

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8. Prior to any fair hearing, the recipient or the recipient's representative will have the opportunity to examine evidence to be used in the hearing if he/she makes an oral or written request to the Hospital District's Administrative Services Department. Copies of evidence may be requested.
9. An interpreter will be provided for the fair hearing, if requested by the recipient or the recipient's representative in writing at least five (5) calendar days before the hearing.
10. If the recipient who requested the fair hearing or his/her representative does not appear for the hearing, the hearing request shall be considered abandoned. However, if circumstances beyond the recipient's control prevented him/her from attending the fair hearing, he/she may make a written request to the hearing officer to reconsider the dismissal and grant a new hearing. The request must be postmarked within ten (10) calendar days of the date of the original hearing and he/she should provide sufficient proof of the circumstances beyond his/her control. Examples of sufficient proof include but are not limited to receipts from a doctor's office, hospital, excuse from a court, statement from a mechanic that the recipient's vehicle was inoperable or similar evidence.

**C. The Hearing Officer: Powers and Duties**

1. An attorney in good standing with the State Bar of Texas, assigned by the Hospital District's Administrator will preside as the hearing officer over the fair hearings. The Hospital District will compensate the hearing officer, as set by the District's Board. The hearing officer will be compensated not less than twenty (20) calendar days after issuing the written hearing decision.
2. The hearing officer will administer oaths or affirmations to all witnesses who testify at the fair hearing.
3. The hearing officer will ensure that all relevant issues are considered.
4. The hearing officer will request, receive, and make part of the record all information he/she deems necessary to issue a decision on the information presented.
5. The hearing officer will regulate the conduct and course of the fair hearing following due process to ensure an orderly fair hearing.

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6. The hearing officer will make a written record of the hearing decision (Attachment 5). The fair hearing decision will state the reasons for his/her determination and indicate the evidence he/she relied upon.

**D. Notice of the Hearing Officer's Decision**

The hearing officer will send a written notice to the recipient and the Hospital District advising the recipient and the Hospital District of his/her decision and the reason(s) for that decision (Attachment 6). The notice will be sent not more than fifteen (15) calendar days after conclusion of the fair hearing to appeal administrative disqualification.

The written decision by the hearing officer will be in English. The Hospital District will provide a translated cover sheet for fair hearing decisions where an interpreter was used during the fair hearing. The cover sheet will include a brief translated statement of the hearing officer's decision and instruct the recipient to contact the hearing officer if he/she needs assistance to understand the decision. A telephone number and physical address for the hearing officer will be provided in the fair hearing decision.

**E. Disqualification Review Committee**

1. The Hospital District Board's Quality Management Committee will serve as the Disqualification Review Committee to review and evaluate requests for appeal of the decision of the fair hearing.
2. The Chair of the Quality Management Committee will serve as the Chair of the Disqualification Review Committee and preside over appeal of the decision of the fair hearing. In the event the Chair of the Quality Management Committee is unable to serve as Chair of the Disqualification Review Committee, the Chairman of the Board will designate another committee member to serve as Chairman.
3. In the event the Quality Management Committee is unable to establish a quorum in a timely manner to review and evaluate a fair hearing decision, the Chairman of the Board shall appoint three (3) members of the Hospital District's Board of Managers to serve as an Ad Hoc Committee to review and evaluate that fair hearing decision. The Chairman of the Board shall designate a Chairman for the Ad Hoc Committee.

**F. Appeal from Administrative Disqualification Fair Hearing Process**

1. The recipient is entitled to request an administrative appeal of the hearing officer's decision within fifteen (15) calendar days of the date of that decision.

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2. If a written request for an administrative appeal has been received from the recipient, the hearing officer will submit the record of the fair hearing and his/her written decision to the Chair of the Disqualification Review Committee.
  3. The fair hearing record will consist of audio tape recordings of the hearing and all exhibits admitted at the hearing. No additional information may be submitted.
  4. The Chair of the Disqualification Review Committee will establish a meeting date, time and location for review of the appeal, which will not be more than sixty (60) calendar days from the concluding date of the fair hearing. The meeting of the Disqualification Review Committee is not subject to the Open Meetings Act and will not be open to the public.
  5. After review and discussion of the record relating to the fair hearing and decision, the Disqualification Review Committee may affirm, modify, or reverse the finding of the hearing officer. The Review Committee will issue a written decision not more than fifteen (15) calendar days from the date of the Review Committee meeting [Attachment 7]. The recipient will receive a written copy of the Committee's decision.
  6. The Disqualification Review Committee's Decision is final.
- G. Program Disqualification Periods Resulting From Initial Administrative Disqualification, Administrative Disqualification Fair Hearing Decision or Disqualification Review Committee Decision

Upon initial administrative disqualification, or a decision of any fair hearing issued by the hearing officer or a decision of the Disqualification Review Committee or an Ad Hoc Committee, resulting in disqualification of the recipient from the Program, the recipient shall be disqualified from participating in the Program as follows:

1. One (1) year disqualification from the date of the initial administrative disqualification for the first (1<sup>st</sup>) violation.
2. Two (2) years disqualification from the date of the initial administrative disqualification for the second (2<sup>nd</sup>) violation.
3. Permanent disqualification for the third (3<sup>rd</sup>) violation.

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Policy: ED004**

H. Collection of Public Funds Resulting From Decision of Initial Administrative Disqualification, Decision of Administrative Disqualification Fair Hearing or Disqualification Review Committee Decision

Upon initial administrative disqualification, or a decision of any fair hearing issued by the hearing officer or a decision of the Disqualification Review Committee, resulting in disqualification of the recipient from the Program, the Hospital District may collect the amount of public funds attributable to Program services received by the recipient during the period for which the decision is based. The District may collect the funds from the recipient in one or more of the following ways:

1. Cash repayment: The entire amount owed is collected in one lump-sum payment.
2. Installment payments: If the recipient is unable to pay the amount owed in one payment, the Hospital District may establish a schedule of regular monthly payments. Payments will be set at a level that results in repayment as soon as possible, but not to exceed three (3) years (Attachment 8).
3. The Hospital District may enter into an agreement with recipient to conditionally reduce the amount due and payable as part of an agreement to repay the debt owed. However, if the recipient fails to perform as agreed by paying all payments according to the repayment schedule, the full amount of the debt will become immediately due and payable.
4. The Hospital District's Administrator is authorized to enforce collection of the funds due the District through any legal means, including the use of liens and civil or criminal court action.



**Date:**  
**Case No.:**  
**Name of Hearing Officer:**

**RE:**

**NOTICE OF ADMINISTRATIVE DISQUALIFICATION AND RIGHT TO A FAIR HEARING**

It has been determined that you have committed an intentional violation of the rules governing the Nueces County Hospital District's Indigent Healthcare Program. You will be disqualified from receiving NCHD assistance:

\_\_\_ for 12 months                      \_\_\_ for 24 months                      \_\_\_ permanently

**The basis for this disqualification is that you:** Failed to report your true to NCHD in order to obtain healthcare benefits you knew you were not entitled to receive.

**Evidence supporting this determination consists of:**

**Policy Violated:**

**Disqualification Effective Date:**

This decision allows the Nueces County Hospital District to expect payment, in cash, of the value of any benefits your household was not eligible to receive. You will be notified of the effect this action will have, on the benefits received by any other member(s) of your household.

**You have the right to appeal this decision by requesting a Fair Hearing within thirty (30) days of the date of this notice.**

If you request a Fair Hearing, the Hearing Officer may affirm, modify or reverse your disqualification and will issue a written decision to you not more than fifteen (15) calendar days from the date of the Fair Hearing.

If you elect to appeal your disqualification by requesting a Fair Hearing, a hearing will be set for a reasonable date, time, and place. You will receive a "Notice of Administrative Disqualification Fair Hearing" with the date, time and place of the hearing. If there is a good reason why you cannot come at that time, you may ask that the hearing be changed. You must ask for any change in hearing date within seven (7) calendar days of receipt of "Notice of Administrative Disqualification Fair Hearing". You will also receive a "Statement of Rights in Hearing Proceedings" explaining the hearing process. You may be expected to bring certain documents requested by the Nueces County Hospital District to the hearing. At the hearing, you may present your own case, or you may bring a friend, relative, other spokesman, or lawyer to present your case for you. If you bring a lawyer, the Nueces County Hospital District does not pay his/her fees.

**If you do not request a Fair Hearing within thirty (30) days, your eligibility will be revoked on the disqualification effective date listed above.**

**You may request the Fair Hearing by signing this notice below and submitting it to the Nueces County Hospital District Administrative Services Office within thirty (30) days of the date of this notice or you may submit your own written request.**

\_\_\_\_\_  
Signature- Hospital District Representative

Sign below if you wish to appeal the Administrative Disqualification on the preceding page and return this letter (or submit your own written request) to the address listed below within thirty (30) days of the date on this notice.

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Date

Return form to: **Nueces County Hospital District  
Administrative Services Department  
Attn: Disqualification Hearings  
555 North Carancahua, Suite 950  
Corpus Christi, Texas 78401-0835**

NUECES COUNTY HOSPITAL DISTRICT  
ADMINISTRATIVE DISQUALIFICATION HEARINGS AND APPEALS  
(Notice of Administrative Disqualification Hearing)  
Policy: ED004  
ATTACHMENT 2

Date:  
Case No.:  
Name of Hearing Officer:

RE: (Name of Recipient)

NOTICE OF ADMINISTRATIVE  
DISQUALIFICATION FAIR HEARING

You have requested an appeal of your Administrative Disqualification from the Nueces County Hospital District's Indigent Healthcare Program. This appeal may reverse, modify or affirm the Administrative Disqualification and you may be required to make financial restitution to the Hospital District. An administrative disqualification fair hearing has been scheduled as follows:

Date:  
Time:  
Place:

If you wish to defend yourself, appear at the administrative disqualification fair hearing on the date, time, and place set forth above. If you are not present, the hearing officer will consider your appeal abandoned and dismiss your appeal. If a circumstance beyond your control prevented you from attending the fair hearing, you may make a written request to the hearing officer to reconsider the dismissal and grant a new hearing. The request must be postmarked within ten (10) calendar days of the date of the original hearing and you should provide proof of the circumstances beyond your control.

You have been found to have: (State intentional rule violation)

Evidence supporting these allegations consists of: (State how the rule was intentionally violated)

If you cannot attend the administrative disqualification fair hearing, please complete the enclosed "Request for Alternate Hearing Date," and mail to the address listed below within seven (7) calendar days of your receipt of this notice.

A statement of your rights with a description of the hearing process is enclosed.

\_\_\_\_\_  
Signature- Hospital District Representative

Mail to: Nueces County Hospital District  
Administrative Services Department  
Attn: Disqualification Hearings  
555 North Carancahua, Suite 950  
Corpus Christi, Texas 78478-0002

\*  
NUECES COUNTY HOSPITAL DISTRICT  
ADMINISTRATIVE DISQUALIFICATION HEARINGS AND APPEALS  
(Notice of Administrative Disqualification Hearing)  
Policy: ED004  
ATTACHMENT 2  
Spanish Version

Fecha:  
# del caso:  
Nombre del Oficial de la Audiencia:

Nombre del Recipiente:

AVISO DE LA AUDENCIA JUSTA SOBRE LA DESCALIFICACION ADMINISTRATIVA

Usted desea apelar su Descalificación Administrativa del programa de cuidado de salud a los indigentes del Distrito del Hospital del Condado de Nueces. Esta apelación puede revertir, modificar o afirmar la Descalificación Administrativa y se puede requerir que usted reembolse al Distrito del Hospital. Una Audiencia Justa de la Descalificación Administrativa está programada como sigue:

Fecha:  
Tiempo:  
Localidad:

Si usted desea defenderse, preséntese a la Audiencia Justa de Descalificación en la fecha, tiempo, y el lugar dispuesto arriba. Si usted no está presente, el oficial de la audiencia puede considerar su apelación abandonada y puede despedirla. Si una circunstancia fuera su control existe porque Usted no puede asistir a esta audiencia justa, usted puede pedir, por escrito, al oficial de la audiencia que reconsidere su caso y de una audiencia nueva. Su petición tiene que ser marcada con sello postal dentro diez (10) días de la fecha de la audiencia original. También, envíe prueba de la circunstancia fuera su control.

Usted ha sido encontrado que tiene: (State intentional rule violation)

La evidencia que apoya estas alegaciones consiste en: (State how the rule was intentionally violated)

Si usted no puede asistir a la audiencia justa administrativa, por favor llene la "Petición Para Una Fecha De Audiencia Alternativa". Enviela por correo postal dentro siete (7) días del recibo de este aviso.

Una declaración de sus derechos con descripción del proceso de la audiencia es incluido.

\_\_\_\_\_  
Firma - Representante del Distrito del Hospital

Regrese al: Nueces County Hospital District  
Administrative Services Department  
Attn: Disqualification Hearings  
555 North Carancahua, Suite 950  
Corpus Christi, Texas 78478-0002

NUECES COUNTY HOSPITAL DISTRICT  
INDIGENT HEALTHCARE PROGRAM

STATEMENT OF RIGHTS  
IN HEARING PROCEEDINGS

State law gives you the right to a hearing if you disagree with the Nueces County Hospital District action, inaction, or decision in your case.

Your hearing has been set for a reasonable date, time, and place. If there is a good reason why you cannot come at that time, you may ask that the hearing be changed. Enclosed is a form titled "Request for Alternate Hearing Date." The hearing can be postponed for up to fifteen (15) calendar days.

You must explain the reason you want to change the hearing date or time (for example: personal or family illness).

If it is determined that you have a good reason to change the date or time of the hearing, the hearing will be rescheduled. If the hearing is rescheduled, you must appear at the new time and place. If you or your representative do not appear at the scheduled date, time and place, the hearing officer will consider your appeal abandoned.

You may present your own case, or you may bring a friend, relative, or lawyer to present your case for you. If you bring a lawyer, the Nueces County Hospital District does not pay his/her fees.

If you have little or no ability to speak or understand English, you may request an interpreter at no cost to you. If you want to request an interpreter, you must notify the hearing officer in writing at least five (5) calendar days before the hearing.

Before and during the hearing, you and your representative have the right to examine the documents, records, and evidence that the Nueces County Hospital District will use. To examine the documents prior to the hearing a written request must be sent to the Nueces County Hospital District Administrative Services Department. At the hearing, you may bring witnesses and present facts and details about your case. You may also question or disagree with any testimony or evidence against you.

You have the right to know all the information the hearing officer examines in making the decision on your case. The laws and policies, which apply to your case and the reasons for action, will be explained to you.

You may have to pay back the hospital district for any health care services received if it is affirmed that you intentionally committed a program violation by making a false and/or misleading statement; misrepresenting, concealing, or withholding facts; or committing any act intended to mislead, misrepresent, conceal or withhold facts. Additionally, you may be disqualified from the Nueces County Hospital District Indigent Healthcare Program. Disqualification is one year for the first violation, two years for the second violation, and permanently for any subsequent violations.

A fair hearing decision may be appealed to the Hospital District's Disqualification Review Committee. An appeal to the Hospital District's Disqualification Review Committee must be requested in writing and forwarded to the Nueces County Hospital District Administrative Services office within fifteen (15) calendar days of the fair hearing decision. The Disqualification Review Committee will review the fair hearing record and may reverse, modify, or affirm the fair hearing decision. The Disqualification Review Committee's decision is final.

If you want more information about the hearing proceeding, please contact a hospital district representative at 808-3339.

NUECES COUNTY HOSPITAL DISTRICT  
ADMINISTRATIVE DISQUALIFICATION HEARINGS AND APPEALS  
(Request for Alternate Hearing Date)  
POLICY: ED004  
ATTACHMENT 4

REQUEST FOR ALTERNATE HEARING DATE

(Recipient Name, Address and ID#)

I, \_\_\_\_\_, will not be able to attend the administrative disqualification fair hearing on the date specified in your letter because: (Insert reason)

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Date

**Return this form to the following address:**

**Nueces County Hospital District  
Administrative Services Department  
Attn: Disqualification Hearings  
555 North Carancahua St., Suite 950  
Corpus Christi, Texas 78401-0835**

**NUECES COUNTY HOSPITAL DISTRICT**  
**ADMINISTRATIVE DISQUALIFICATION HEARINGS AND APPEALS**  
 (Record of Administrative Disqualification Hearing)  
 Policy: ED004  
**ATTACHMENT 5**



Nueces County Hospital District  
 555 North Carancahua St., Suite 950  
 Corpus Christi, Texas 78478-0002  
 (361) 808-3300

**RECORD OF ADMINISTRATIVE DISQUALIFICATION FAIR HEARING**

**IDENTIFICATION**

Client Name:	Case No.	Date of Hearing
--------------	----------	-----------------

**PERSONS PRESENT AT DISQUALIFICATION HEARING**

NAME	CAPACITY

1. **Nature of Violation:** Failure to report or misrepresentation of the following: (Check all that apply)

Income   
  Resources   
  H.H. Composition   
  Residency   
  Other

2. **Principal Issue in Hearing:** \_\_\_\_\_

3. **Decision rendered:**

Case Dismissed   
  Violation Committed   
  Violation NOT Committed

4. **Date of Decision:** \_\_\_\_\_ **Decision Effective Date:** \_\_\_\_\_

5. **Hearing Authority's Instructions to Staff Personnel:** \_\_\_\_\_

6. **Hearing Authority's Decision and Explanation:** \_\_\_\_\_

\_\_\_\_\_  
 Signature - Hearing Authority Date

**NUECES COUNTY HOSPITAL DISTRICT**  
**ADMINISTRATIVE DISQUALIFICATION HEARINGS AND APPEALS**  
 (Record of Administrative Disqualification Hearing)  
 Policy: ED004  
**ATTACHMENT 5**  
*Spanish Version*



Nueces County Hospital District  
 555 North Carancahua St., Suite 950  
 Corpus Christi, Texas 78478-0002 (361) 808-3300

**REGISTRO DE DESCALIFICACIÓN ADMINISTRATIVA AUDENCIA JUSTA**

**IDENTIFICACIÓN**

Nombre del Cliente:	# Del Caso.	Fecha de la Audencia:
---------------------	-------------	-----------------------

**PERSONAS PRESENTE EN LA AUDENCIA DE DESCALIFICACIÓN**

NOMBRE	CAPACIDAD

1. La naturaleza de la Violación: Falsamente informar or representar lo siguiente: (Marque todos que aplican)

Ingresos   
  Recursos   
  Composición del Hogar   
  Residencia   
  Otro

2. Asunto principal en la Audencia: \_\_\_\_\_

3. Decisión rendida:

Caso Despedido   
  Violación Cometida   
  NO Se Cometió Una Violación

4. Fecha de la Decisión: \_\_\_\_\_ Decisión Efectiva en la Fecha: \_\_\_\_\_

5. Instrucción del autoridad de la audencia al cuerpo de empleados: \_\_\_\_\_

6. Decisión y explicación del autoridad de la audencia: \_\_\_\_\_

\_\_\_\_\_  
Firma - Autoridad de la Audencia

\_\_\_\_\_  
Fecha



**NUECES COUNTY HOSPITAL DISTRICT  
ADMINISTRATIVE DISQUALIFICATION HEARINGS AND APPEALS  
(Notice of Decision - Administrative Disqualification Fair Hearing)  
Policy: ED004  
ATTACHMENT 6**

**NOTICE OF DECISION  
ADMINISTRATIVE DISQUALIFICATION FAIR HEARING**

Hearing Officer: \_\_\_\_\_ Date: \_\_\_\_\_  
Office Address: \_\_\_\_\_ Phone No. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Based on the evidence presented at the administrative disqualification fair hearing held on:  
\_\_\_\_\_, the following decision has been rendered:

Name	Case Number	Client No.

- \_\_\_\_\_ Will have the case against him/her dismissed without prejudice.
- \_\_\_\_\_ DID NOT commit an intentional violation of the Nueces County Hospital District Program.
- \_\_\_\_\_ DID commit an intentional program violation and will be disqualified from receiving NCHD assistance:  
\_\_\_\_\_ for 12 months          \_\_\_\_\_ for 24 months          \_\_\_\_\_ permanently.

Date Fraud Perpetuated (if applicable): \_\_\_\_\_

Issue Reviewed: \_\_\_\_\_

Policy Violated: \_\_\_\_\_

Findings of Fact: \_\_\_\_\_

The Decision rendered above was based on: \_\_\_\_\_

The disqualification period, if any, is effective from the date of this letter. You will be notified of the effect this action will have, on the benefits received by any other member(s) of your household.

**NUECES COUNTY HOSPITAL DISTRICT  
ADMINISTRATIVE DISQUALIFICATION HEARINGS AND APPEALS  
(Notice of Decision - Administrative Disqualification Fair Hearing)  
Policy: ED004  
ATTACHMENT 6**

This decision allows the Nueces County Hospital District to expect repayment, in cash, of the value of any benefits your household was not eligible to receive.

You are entitled to request an administrative appeal of the hearing officers' decision within fifteen (15) days of the date of this decision. You may appeal this decision by signing below and submitting it to the Nueces County Hospital District Administrative Services Office within fifteen (15) days of the date of this letter.

After we have received your written request of your desire to appeal the decision rendered, the hearing officer will submit the record of disqualification hearing and his written decision to the Chair of the Disqualification Review Committee.

The disqualification hearing record will consist of audio tape recordings of the hearing and all exhibits admitted at the hearing. No additional information may be submitted. The Chair of the Disqualification Review Committee will establish a meeting date, time and location for review of the appeal, which will not be more than sixty (60) calendar days from the concluding date of the disqualification hearing.

The Review Committee may affirm, modify or reverse the findings of the hearing officer and will issue a written decision to you not more than fifteen (15) calendar days from the date of the Review Committee meeting.

The decision of the Disqualification Review Committee is final.

\_\_\_\_\_  
Signature - Hearing Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Case Number

\_\_\_\_\_  
Client No.

Sign below if you wish to appeal the decision rendered by the Hearing Officer on the preceding page and return this letter (or submit your own written request) to the address listed below within fifteen (15) days of the date on this letter.

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Date

Return form to: **Nueces County Hospital District  
Administrative Services Department  
Attn: Disqualification Hearings  
555 North Carancahua, Suite 950  
Corpus Christi, Texas 78478-0002**

NUECES COUNTY HOSPITAL DISTRICT  
ADMINISTRATIVE DISQUALIFICATION HEARINGS AND APPEALS  
(Notice of Decision - Administrative Disqualification Hearing)  
Policy: ED004  
ATTACHMENT 6  
*Spanish Version*

**AVISO DE LA DECISIÓN DE LA AUDENCIA DE LA  
DESCALIFICACIÓN ADMINISTRATIVA**

Oficial De Audencia: \_\_\_\_\_ Fecha: \_\_\_\_\_  
Dirección de Negocio: \_\_\_\_\_ # Telefonico: \_\_\_\_\_  
\_\_\_\_\_

Basado en las evidencia presentada en la audiencia de descalificación el: \_\_\_\_\_,  
la siguiente decisión fue rendida:

Nombre	# de Caso	# del Cliente

- \_\_\_\_\_ El caso contra el/ella sera despedido sin perjuicio.
- \_\_\_\_\_ NO cometió una violación intencional contra el programa del Distrito del Hospital del Condado de Nueces
- \_\_\_\_\_ Cometió una violación intencional contra el programa y sera descalificado de recibir asistencia de NCHD:  
\_\_\_\_\_ por 12 meses                      \_\_\_\_\_ por 24 meses                      \_\_\_\_\_ permanentemente.

Fecha que el fraude perpetuó: (si aplica): \_\_\_\_\_

Reviso del asunto: \_\_\_\_\_

Regla(s) Violada(s): \_\_\_\_\_

Las conclusiones del hecho: \_\_\_\_\_

La decisión rendida encima se basó en: \_\_\_\_\_

El periodo de descalificación, si aplica, es efectivo desde la fecha de esta carta. Le notificaremos que efecto esta acción tendra con los beneficios que otros miembros de su hogar reciben.

**NUECES COUNTY HOSPITAL DISTRICT  
ADMINISTRATIVE DISQUALIFICATION HEARINGS AND APPEALS  
(Notice of Decision - Administrative Disqualification Hearing)  
Policy: ED004  
ATTACHMENT 6  
Spanish Version**

Esta decisión permite que el Distrito del Hospital del Condado de Nueces espere reembolso, an efectivo, por el valor de beneficios que su hogar no era elegible a recibir.

Usted tiene el derecho a pedir un apelación administrativa de la decisión del oficial de audiencia dentro quince (15) días del la fecha de esta decisión. Usted puede apelar esta decisión, solamente firme abajo y envíe esta carta a la oficina administrativa del Distrito del Hospital del Condado de Nueces dentro quince (15) días.

Despues que recibamos su notificación por escrito que desea apelar la decisión rendida, el oficial de audiencia someterá el registro de la audiencia de descalificación and su decisión por escrito al Presidente del Comité de Revisa a la Descalificación.

El registro de descalificación consistira de audio-magnetofonicos de la audiencia y todos manifestos presentados en la audiencia. Ninguna otra información sera submitida. Dentro 60 dias del a fecha de la audiencia de descalificación , el Presidente del Comité sentara la fecha, el tiempo and localidad para revisar su apleación.

El Comité puede afirmar, modificar ó reversar las conclusiones del oficial de audiencia y dentro quince (15) días del la fecha de la audiencia del Comité, rendira su descisión, por escrito.

La decisión del Comité de Revisa de Descalificación sera final.

\_\_\_\_\_  
Firma - Oficial de la Audiencia

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre

\_\_\_\_\_  
# del Caso

\_\_\_\_\_  
# del Cliente

Por favor, firme abajo si desea apelar la decisión del Oficial de la Audiencia en la pagina adelante y regrese esta carta (o escriba en su propia letra) a la dirección abajo dentro quince (15) días de la fecha de esta carta.

\_\_\_\_\_  
Firma del Recipiente

\_\_\_\_\_  
Fecha

Regrese al: **Nueces County Hospital District  
Administrative Services Department  
Attn: Disqualification Hearings  
555 North Carancahua, Suite 950  
Corpus Christi, Texas 78478-0002**

**NUECES COUNTY HOSPITAL DISTRICT  
 ADMINISTRATIVE DISQUALIFICATION HEARINGS AND APPEALS  
 (Record and Decision of Disqualification Hearing Appeal)  
 Policy: ED004  
 ATTACHMENT 7**



Nueces County Hospital District  
 555 North Carancahua St., Suite 950  
 Corpus Christi, Texas 78401-0835  
 (361) 808-3300

**RECORD AND DECISION OF DISQUALIFICATION HEARING APPEAL**

**IDENTIFICATION**

Appellant Name:	Case No.:	Date of Hearing:
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**PERSONS PRESENT AT APPEAL HEARING**

NAME	CAPACITY
	Disqualification Committee, Chairman
	Disqualification Committee, Member
	Disqualification Committee, Member

1. **Principal Issue in Appeal:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. **Action Taken:**  
 \_\_\_ Decision Supported      \_\_\_ Decision Reversed      \_\_\_ Decision Modified

3. **Date of Decision:** \_\_\_\_\_ **Decision Effective Date:** \_\_\_\_\_

4. **Disqualification Review Committee's Instructions to Staff Personnel:** \_\_\_\_\_  
 \_\_\_\_\_

5. **Disqualification Review Committee's Decision and Explanation:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature - Review Committee Chairman Date \_\_\_\_\_

\_\_\_\_\_  
 Signature - Review Committee Member Date \_\_\_\_\_

\_\_\_\_\_  
 Signature - Review Committee Member Date \_\_\_\_\_

**NUECES COUNTY HOSPITAL DISTRICT  
ADMINISTRATIVE DISQUALIFICATION HEARINGS AND APPEALS  
(Record and Decision of Disqualification Hearing Appeal)**

*Policy: ED004  
ATTACHMENT 7  
Spanish Version*



Nueces County Hospital District  
555 North Carancahua St., Suite 950  
Corpus Christi, Texas 78401-0835  
(361) 808-3300

**REGISTRO Y DECISIÓN DE LA AUDENCIA DE LA DESCALIFICACIÓN APELADA**

**IDENTIFICACIÓN**

Nombre De Apelante::	# de Caso:	Fecha de la Audiencia:
----------------------	------------	------------------------

**PERSONAS PRESENTE EN LA AUDENCIA APELADA**

NOMBRE	CAPACIDAD
	Presidente del Comité De La Descalificación
	Miembro del Comité De La Descalificación
	Miembro del Comité De La Descalificación

- Asunto principal en la Audiencia: \_\_\_\_\_  
\_\_\_\_\_
- Acción llevada:  
 Decisión Apoyada       Decisión Reversar       Decisión Modificada
- Fecha de la Decisión: \_\_\_\_\_ Decisión Efectiva en la Fecha: \_\_\_\_\_
- Instrucción del autoridad de la audiencia al cuerpo de empleados: \_\_\_\_\_  
\_\_\_\_\_
- Decisión y explicación del autoridad de la audiencia: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

_____	Fecha _____
Firma del Presidente del Comité	
_____	Fecha _____
Firma del Miembro del Comité	
_____	Fecha _____
Firma del Miembro del Comité	



**NUECES COUNTY HOSPITAL DISTRICT  
ADMINISTRATIVE DISQUALIFICATION HEARINGS AND APPEALS  
(Repayment Agreement)  
Policy: ED004  
ATTACHMENT 8**

Nueces County Hospital District  
555 North Carancahua, Suite 950  
Corpus Christi, Texas 78401-0835  
(361) 808-3300

**PAYMENT AGREEMENT**

This document constitutes a binding contractual agreement between Nueces County Hospital District and \_\_\_\_\_.

In consideration for Nueces County Hospital District's forbearance from immediately filing and aggressively pursuing a civil fraud lawsuit, \_\_\_\_\_ agrees to repay the sum of \$ \_\_\_\_\_, which constitutes the value of healthcare goods and/or services rendered to \_\_\_\_\_ by Nueces County Hospital District during the period \_\_\_\_\_ to \_\_\_\_\_.

I (We), \_\_\_\_\_, agree to repay the total amount of \$ \_\_\_\_\_ at the rate of \$ \_\_\_\_\_ per month, on or by the \_\_\_\_\_ of each month, with the first payment due and payable on \_\_\_\_\_. Monthly payments shall continue until the entire balance has been paid in full.

I understand that if in the future I cannot timely make a monthly payment, I must so notify Nueces County Hospital District in writing, at the mailing address specified for sending payments, before the payment due date.

Payments are to be mailed to:  
  
Nueces County Hospital District  
Financial Department  
555 N. Carancahua, Suite 950  
Corpus Christi, TX 78401-0835

It is noted and agreed that if payments are not received in a timely manner according to the repayment schedule, this agreement will be considered in default. It is further noted that if I (we) fail to perform as agreed by missing any payment required by this repayment agreement, the full amount of \$ \_\_\_\_\_ (less any amounts previously paid) will become immediately due and payable. I (we) further understand that collection action may be taken against me (us), which may include negative reports to Credit Bureaus and lawsuits to collect the balance due, among other remedies available at law.

**THE AMOUNT DUE CONSTITUTES A DEBT WHICH MUST BE TIMELY REPAYED IN ITS ENTIRETY.**

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
NCHD Representative Signature

\_\_\_\_\_  
Date

NUECES COUNTY HOSPITAL DISTRICT  
ADMINISTRATIVE DISQUALIFICATION HEARINGS AND APPEALS  
(Repayment Agreement)  
Spanish Version  
Policy: ED004  
ATTACHMENT 8



Nueces County Hospital District  
555 North Carancahua, Suite 950  
Corpus Christi, Texas 78401-0835  
(361) 808-3300

**ACUERDO DE PAGO**

Este documento constituye un acuerdo contractual obligatorio entre el Distrito del Hospital del Condado de Nueces y \_\_\_\_\_.

En consideración y para que el Distrito del Hospital del Condado de Nueces no archive y persiga agresivamente una causa civil de fraude, \_\_\_\_\_ esta de acuerdo a compensar la suma de \$ \_\_\_\_\_, lo que constituya el valor de servicios de salud y/o servicios rendidos a \_\_\_\_\_ por el Distrito del Hospital del Condado de Nueces durante el periodo de \_\_\_\_\_ hasta \_\_\_\_\_.

Yo (nosotros) estamos de acuerdo ha compenar la contidad total de \$ \_\_\_\_\_ al índice de \$ \_\_\_\_\_ por mes, en o por el \_\_\_\_\_ de cada mes, con el primer pago debido y pagadero el \_\_\_\_\_. Pagos mensuales, continuaran hasta que la recompensa total sea pagada por completo.

Entiendo que si en el futuro no puedo hace un pago oportuno, debo notificar al Distrito del Hospital del Condado de Nueces, por escrito, a la dirección de postal especificada para enviar pagos, antes de la fecha debida del pago.

Envíe los pagos por correo postal a:

Nueces County Hospital District  
Financial Department  
555 N. Carancahua, Suite 950  
Corpus Christi, TX 78401-0835

Es notado y convenido que si los pagos no se reciben de una manera oportuna según el horario de reembolso, este acuerdo será considerado en defecto. Es adicionalmente anotado, que si yo (nosotros) fallo de realizar segun convenido, perdiendo cualquier pago requerido por este acuerdo de reembolso, la cantidad completa de \$ \_\_\_\_\_ (menos cualesquier cantidades pagadas previamente) llega a ser inmediatamente debida y pagadera. Yo (nosotros) entiendo que la acción de colección se puede tomar contra mí(nosotros), que puede incluir informes negativos a las oficinas de crédito y una causa civil para recoger el reembolso debido, entre otros remedios disponibles en la ley.

**LA CANTIDAD DEBIDA CONSTITUYE UNA DEUDAQUE DEBE SER OPORTUNA COMPENSADA EN SU TOTALIDAD.**

\_\_\_\_\_  
Firma del Cliente

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Firma del Cliente

\_\_\_\_\_  
Fecha

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Firma del Representante de NCHD

\_\_\_\_\_  
Fecha