

Memorandum

To: Finance Committee
Copy: Board of Managers
From: Jonny F. Hipp, Administrator
Date: September 3, 2015
Re: Request for Applications No. 2015-01: Depository & Banking Services

This is to provide background and other information on the pertinent procedures relating to the Board of Managers' selection of a depository for Hospital District funds and banking services.

1. BACKGROUND:

The Board of Managers is required to select a depository for the Hospital District's funds and the selected depository shall serve as the District's depository for four (4) years and until its successor is selected and qualified.

The Hospital District's current depository is Frost National Bank and the related depository and banking services agreement expires September 30, 2015.

The Board of Managers authorized issuance of a Depository and Banking Services Request for Applications ("RFA") at its June 9, 2015 meeting and the RFA was issued on June 19, 2015 (see Attachment #1 for a copy of the RFA). Copies of the RFA were mailed to banks then-listed in the local AT&T Yellow Pages who had a physical presence in Corpus Christi, Texas (see Attachment #2 for mailing list). As required by law, public notice of the RFA was published in the *Corpus Christi Caller-Times* on July 12, 19, and 26, 2015 in the legal notices section. The RFA solicited applications for depository and banking services for the four (4)-year period **October 1, 2015 through September 30, 2019**. The RFA utilizes the method provided by statute for selection of a county depository, in lieu of actually using the county's depository. Written questions regarding the RFA were due to the District on or before July 8, 2015 and six (6) questions were received from an eventual applicant bank. The District's answers to the submitted questions were distributed before July 15, 2015 (see Attachment #3 for questions and answers.) No pre-application conference was required nor conducted. Applications were due to the District on or before August 3, 2015 at 2:00 PM CST and three (3) banks submitted timely applications (the applicant banks were **Frost National Bank, Plains Capital Bank, and Wells Fargo Bank.**)

Depository and bank services applications submitted to the Hospital District are required to state the amount of the applicant bank's paid-up capital stock and permanent surplus, and their application must be accompanied by: (1) a statement showing the financial condition of the bank on the date of the application; and (2) a certified or cashier's check for at least one-half percent (0.5%) of the District's revenue for the preceding year which amounted to \$161,534. The check is a "good-faith" guarantee signifying that the applicant, if selected as the District's depository, will execute the bond or collateral described below. In addition to the statutory requirements above, applicant banks must provide certain demographic and supplemental information requested by the District as stated in the RFA.

2. PROCEDURES:

Prior to September 9, 2015 Board Meeting: The RFA was issued on June 19, 2015 and publication of the required three (3) public notices series was completed on July 26, 2015. Written questions regarding the RFA were due July 8, 2015 and related answers were distributed before July 15, 2015. Three (3) banks submitted timely applications on or before the August 3, 2015 at 2:00 PM CST due date and time. The submitted applications were opened on August 4, 2015 at 2:00 PM CST. All three submitted applications were judged to be responsive and were subsequently evaluated by the evaluation committee according to selection criteria set forth in RFA Section 1.8.4 (RFA page 4) and Section 4.0 (RFA page 9). The evaluation committee was comprised of Hospital District staff and an external banking consultant. The aim of the evaluation committee was to arrive at a recommendation of the responsive applicant(s) "...whose Application is determined to be the most advantageous Application and offers the most favorable terms and conditions for the Hospital District."

September 9, 2015 Board Meeting: At this meeting, the Board will consider the recommendation resulting from the evaluation committee's review of the responsive applications. The Board will need to select the responsive application(s) "...whose Application is determined to be the most advantageous Application and offers the most favorable terms and conditions for the Hospital District." If a depository is then selected, the District is required to return the one-half percent (0.5%) certified or cashier's checks of the non-selected applicants. Within fifteen (15) days of this Board meeting, the selected bank is required to file with the District a bond or other security as approved by the Board. The preceding sentence means the selected bank must present collateral that satisfies the District's investment policy and collateral requirements. The collateral covers those District funds not otherwise covered by the Federal Deposit Insurance Corporation ("FDIC"). The securities that are acceptable to the District as collateral are specified in the District's investment policy and consist primarily of U.S. Government securities. The amount of the collateral is one hundred two percent (102%) of principal, plus accrued interest, for funds not covered by the FDIC.

September 25, 28, or 29, 2015 Board Meeting (actual meeting date to be determined): The actual date and time of this single meeting will need to be determined. At this meeting, the Board will need to assess the adequacy and sufficiency of the collateral presented by the applicant bank selected above, and if sufficient, designate the selected applicant as the depository. The Board will then need to approve a Resolution authorizing the Administrator to finalize and execute a depository and banking services agreement and related

documents with the successful applicant and also adopt a Resolution relating to authorized signatories on Hospital District accounts at the selected bank.

September 25, 28, or 29, 2015 Board Meeting – September 30, 2015: Depository and banking services agreement and related documents are prepared and executed. Account set-up are to be completed and technical aspects of online account access and transaction processing are to be tested, in addition to Automated Clearing House (ACH) and wire transactions. Temporary and permanent paper checks and deposit slips are to be ordered.

October 1, 2015 (or next business day): The Hospital District will begin utilization of selected depository; verify collateral and transfer funds from previous depository, if applicable. The Administrator will return the selected depository's certified or cashier's check when the depository provides the required collateral above, as approved by the Board.

3. OTHER INFORMATION:

Other requirements apply if no depository is selected at the September 9, 2015 meeting.

Please call me at 808-3300, if you need additional information, or have questions.

Jonny F. Wipp

Attachment #1



NOTICE OF

REQUEST FOR APPLICATION
for
DEPOSITORY AND BANKING SERVICES

...

RFA No. 2015-01

Issued: June 19, 2015

Due Date: August 3, 2015 @ 2:00 P.M.



Deliver Application to:

**NUECES COUNTY HOSPITAL DISTRICT
ADMINISTRATIVE OFFICES
555 North Carancahua Street – Suite 950
Corpus Christi, Texas 78401-0835**



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1.0 REQUEST FOR APPLICATION AND SUBMISSION INSTRUCTIONS

1.1 RFA SCHEDULE OF EVENTS

The following is the schedule for selection and award of the Nueces County Hospital District's ("Hospital District" or "District") solicitation.

<u>Description</u>	<u>Date</u>
Issuance of RFA	June 19, 2015
RFA Questions Due	July 8, 2015
RFA Questions Answered	July 15, 2015
Applications Due:	August 3, 2015 at 2:00 pm, CST
RFA Opening	August 4, 2015 at 2:00 pm, CST
Board of Managers Award:	September 9, 2015
Commencement of Contract:	October 1, 2015

1.2 RESERVATION OF DISTRICT RIGHTS

Issuance of this RFA does not obligate the Hospital District to award a bank depository agreement. The District reserves the following rights:

- to reject any or all Applications, wholly or in part;
- to request clarification or additional information;
- to waive any technicalities, informalities, or irregularities in any Application which does not materially affect the integrity or effectiveness of the RFA process;
- to make corrections or changes during the process due to Applicant or District errors identified;
- to cancel or reissue the RFA; to analyze Applications in detail; and
- to award a contract which it in the exercise of reasonable discretion, believes to be in its best interest.

No Application is binding upon the District until an agreement has been executed.

1.3 APPLICATION SUBMISSION

This RFA is available in electronic form by request and also at www.nchdcc.org.

1.3.1 SUBMISSION

Applicants must mail or deliver an original and two (2) signed copies of the completed Application to the District Accounting Department by 2:00 P.M. August 3, 2015. The Hospital District assumes no responsibility for delivery delays. The application must include a response to all questions and completed Attachments A-D. Applications WILL NOT be accepted via transmittal by fax, telephone, facsimile, or only in electronic form.

Applications must be submitted in a sealed envelope or package, plainly marked with the Applicant's name and address, the RFA number and Application title clearly marked on the outside.

1.3.2 LATE SUBMISSION

Applications received in Accounting after the published deadline WILL NOT be considered and will NOT be returned.

1.3.3 ACCEPTANCE OF TERMS AND CONDITIONS

Submission of an Application shall be considered by the Hospital District as prima facie evidence that the Applicant is familiar with, and understands and accepts, the solicitation, its

terms and conditions, etc., under which the agreement is to be awarded, administered, and performed, as set forth in this RFA. The Hospital District will not be responsible for any interpretations.

1.3.4 OWNERSHIP OF APPLICATION

All materials submitted in response to this request become the property of the Nueces County Hospital District and will become a part of any resulting contract. Award or rejection of an Application does not change this right.

1.3.5 COVER LETTER

Application shall include a cover letter signed by a duly authorized representative of the Applicant using complete legal names and titles. The letter shall state that the Application and prices quoted shall remain open and irrevocable for a period of one hundred eighty (180) days from the submission deadline. All prices submitted shall be binding upon the successful Applicant for the full period of the Agreement.

1.3.6 PREPARATION COSTS

The Hospital District is not responsible for any submission costs or any expenses incurred in presentation of the Application. Such costs SHALL NOT be included in the Application prices.

1.3.7 PUBLIC APPLICATION OPENING

Only the names of the responding Applicants will be made public at a special meeting on August 4, 2015 at 2:00 pm in the NCHD Board Room at 555 N. Carancahua, Suite 950-A, Corpus Christi, Texas. Applications may be viewed publicly in the Accounting/Finance Department after the award has been made and notification given to all respondents.

1.3.8 GOOD-FAITH PERFORMANCE GUARANTEE

As required by the Texas Local Government Code, §116.023(b)(2) and §116.023(c), with the Application, Applicants shall submit a good-faith guarantee which shall consist of either a certified or cashier's check in the amount of one hundred sixty-one thousand five hundred thirty-four dollars (\$161,534), which represents one-half percent (½%) of the District's tax revenue for the preceding fiscal year. If the depository is selected to be the district depository, but it fails to enter into the Agreement and/or fails to execute and file a depository bond that is approved by the District, the Applicant's check shall be cashed and retained by the District. Upon executing the agreement and filing a depository bond approved by the District, the check shall be returned to the successful applicant. All other checks will be returned to unsuccessful Applicants after award of the contract.

1.4 RFA QUESTIONS

No pre-Application conference will be held. Questions on the RFA must be submitted in email form only to dena.bruni@nchdcc.org by July 8, 2015.

Responses to all questions submitted will be emailed to all known Applicants by July 15, 2015. No other communications are permitted with any District employee or Board member regarding this RFA.

1.5 ADDENDA

1.5.1 The Hospital District reserves the right to issue addenda to the RFA at any time as a result of questions, change in acquisition schedule, or other matters. Addenda will be sent to all known Applicants.

1.6 ORAL PRESENTATION

1.6.1 ORAL PRESENTATION

An oral presentation may be required after written Applications are received. Each Applicant should be prepared to discuss and substantiate any of the areas as submitted, its own qualifications for the services rendered, and any other area of interest relative to this Application.

1.7 APPLICATION ERRORS

1.7.1 ERRORS IN APPLICATIONS

The Hospital District will not be liable for any errors in Applications. Applicant modifications to Applications WILL NOT be accepted after the closing date and time.

1.7.2 RFA CORRECTIONS

The Hospital District reserves the right to make corrections during the evaluation process.

1.7.3 MODIFYING APPLICATIONS

Applicants may modify or amend an Application only in writing, at any time prior to the due date and time listed. Modified Applications shall be submitted as a new Application. Upon receipt of any modified Application, the Hospital District will destroy the previously submitted Application. Modified Applications shall be accompanied by written notice, signed by an authorized representative of the Applicant, indicating the Applicant is submitting a modified Application.

1.7.4 WITHDRAWING APPLICATIONS

Applicants may withdraw an Application at any time prior to the due date and time listed. Applicants shall submit a written withdrawal request to the Hospital District signed by an authorized representative of the Applicant prior to the due date and time listed in this RFA. The Applicant may submit another Application at any time prior to the due date and time.

1.8 EVALUATION OF APPLICATIONS

1.8.1 Applications will be reviewed for completeness and compliance with all other requirements including submittal, instructions, provisions, and terms and conditions of this RFA. Applications which fail to comply with the mandatory requirements of the RFA will be rejected as non-responsive and eliminated from further consideration.

1.8.2 All responsive Applications will be evaluated by Hospital District staff. The evaluation will be presented to the Hospital District's CEO. The CEO will review the evaluation and make a recommendation to the District's Board of Managers for award of the contract to the Applicant whose Application is determined to be the most advantageous Application and offers the most favorable terms and conditions for the Hospital District.

1.8.3 All responses to this RFA shall be subject to verification by the Hospital District. Any Application material or information which cannot be verified or confirmed may result in rejection.

1.8.4 The evaluation will be based on the following selection criteria.

- A. Total net cost of services
- B. Earnings potential in various account structures from historical rates
- C. Creditworthiness, financial soundness and capacity of the Bank;
- D. Customer Service; demonstration of understanding of Hospital District's overall requirements and degree of responsiveness to the RFA

E. Bank services offered.

1.9 AWARD

- 1.9.1 The Hospital District reserves the right to award a contract on the basis of initial Applications only. Therefore, each initial Application should contain the Applicant's best offer.
- 1.9.2 The awarded Applicant will be notified at the September 9, 2015 meeting of the Board of Managers and has fifteen (15) days after selection to qualify as the depository.
- 1.9.3 After award, letters will be sent to the other responding Applicants notifying them of the award after which the cashier's checks will be returned, and the complete Application file is public and available for review in the Hospital District's Accounting/Finance Department. After qualification the cashier's check will be returned to the successful applicant.
- 1.9.4 The successful Applicant must have collateral in place at least two days before any funds are deposited.

2.0 AGREEMENT TERMS AND CONDITIONS

Any bank depository award is expressly conditioned on Applicant's acceptance of the Hospital District's terms, conditions and specifications of this RFA. The RFA and the awarded Application will be made a part of the final agreement.

The awarded contract shall be for a period of four (4) years (pursuant to the Texas Health and Safety Code, §281.093(b), commencing October 1, 2015 through September 30, 2019.

2.1 LAWS, REGULATIONS AND POLICIES

The Hospital District requires that all responses to this RFA, and any agreement that may result therefrom, be in accordance with federal, state and municipal laws and regulations, and Hospital District Board of Managers policies.

2.2 FDIC INSURANCE

The Hospital District requires that all Applicants be insured by the Federal Deposit Insurance Corporation (FDIC).

2.3 GEOGRAPHIC LOCATION

Applicants must have commercial walk-in banking facilities geographically located within Corpus Christi, Texas, so as to provide convenient physical access by the District and its agents.

2.4 INDEMNIFICATION

Applicant agrees to defend, indemnify and hold the Hospital District harmless from any expenses, damages and/or claims arising from, related to or connected with the performance under this agreement by Applicant, its agents or employees. Applicant agrees to indemnify and save harmless the District, its officers, agents and employees with respect to any claim, action, cost or judgment arising out of purchase or use of materials, supplies, equipment or services covered by any contract resulting from this solicitation.

The District shall not assume any obligation to indemnify, hold harmless or pay attorneys fees that may arise from or in any way be associated with the performance of this contract.

2.5 PAYMENT TERMS

If payment is on a fee basis, the fees may be debited from the designated account only after review and approval by the District of analysis charges. If the District elects a compensating balance basis, the carry-over of charges will be on a semi-annual basis at a minimum.

2.6 PRICE PROTECTION

All prices and terms proposed by the Applicant shall be governed by the bank depository agreement and be valid throughout the contract period. If new services are added during the contract term they will be charged at no more than the then-current published rate.

2.7 CONFLICT OF INTEREST

By submitting an Application, the Applicant certifies that no unlawful relationship exists between the Applicant and the Hospital District, its Board of Managers, and employees, that interferes with fair competition or is a conflict of interest, and no relationship exists between such Applicant and another person or firm that constitutes a conflict of interest that is adverse to the District. For purposes of this RFA, "conflict of interest" shall be defined and interpreted by the relevant Hospital District Board of Managers policy and Texas Local Government Code, §131.903.

2.8 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party that could not be audited by exercise of due care.

2.9 PROHIBITION AGAINST GRATUITIES

The Hospital District may terminate the right of the Applicant to proceed under the awarded contract, if it is found by the District that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Applicant or any employee, agent, or representative of the Applicant, to any employee of the Hospital District with a view toward securing this contract, or securing favorable treatment with respect to the award or amendment of the award, or the making of any determination with respect to the performance of this contract.

By submitting an Application, the awarded Applicant certifies that no appointed official, officer or employee of the Hospital District has benefited or will benefit financially or materially from this award. The awarded contract may be terminated by the Hospital District if it is determined that gratuities of any kind were offered to or received by any of the aforementioned individuals at the Hospital District.

2.10 OPEN RECORDS

The Hospital District is subject to terms and provisions of the Texas Open Records Act (Texas Government Code, Chapter 552). Any material that is to be considered confidential shall be clearly marked as such and will be treated as confidential by the District to the extent allowable under the Act.

2.11 INDEPENDENT CONTRACTORS

Applicant and all employees of the Applicant shall be considered Independent Contractors. Any and all claims that may arise under Texas Workers Compensation statutes, on behalf of said employees, and any and all claims made by any third-party as a consequence of any act of omission on the part of the service provided to be rendered herein shall in no way whatsoever be the obligation or responsibility of the District.

2.12 MULTI-YEAR AGREEMENTS CONTINGENT UPON APPROPRIATIONS

If funds are not made available by the District for any fiscal year of this contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise not made available. The effect of termination of the contract will discharge both the depository and the Hospital District from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The District shall notify the depository as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

REQUEST FOR APPLICATION
for
DEPOSITORY AND BANKING SERVICES

As provided in the Texas Health and Safety Code, §281.093(a)(1), the Nueces County Hospital District's Board of Managers has the option of selecting a depository for the District's banking services and funds in the manner provided by State law. The District's Board has elected to exercise that option and will exercise the depository selection procedures that are outlined in Chapter 116 of the Texas Local Government Code.

It is the District's intent to select an Applicant that will satisfy the District's specifications and other requirements as described in this Request for Applications (RFA), and at the same time to reasonably compensate the Applicant for services provided.

It is the District's intent that the Depository selected through this process will provide all the services required in the RFA. Additional services offered by the Applicant may be presented. The Required Services are minimum requirements, and any Applicant refusing or failing to provide such minimal services will not be considered for selection as Depository.

3.0 NCHD OVERVIEW

GENERAL HOSPITAL DISTRICT INFORMATION

The Nueces County Hospital District is a political subdivision and special district of the State of Texas, having been created by the voters of Nueces County, Texas in an election held on November 5, 1968, pursuant to Article IX, Section 4 of the Texas Constitution. The District is operated in accordance with Chapter 281, Texas Health and Safety Code. The District employs a staff of 30+ employees to facilitate operations of the District's statutorily obligated indigent health care program. On October 1, 1996, the District entered into an exclusive long-term agreement with Spohn Health System Corporation to provide indigent health care services in Nueces County. Effective October 1, 2012, the District and Spohn completed the renegotiation of their relationship and entered into a Membership Agreement. The District receives a percent of Spohn's net revenue on a weekly basis. That revenue was approximately \$26.7 million in FY 2014.

Staff activities occur at four locations: the District's administrative office located at 555 North Carancahua, Suite 950, in Corpus Christi; a main eligibility determination office situated within Spohn Memorial Hospital in Corpus Christi; one neighbor care clinic located in Corpus Christi; and an additional clinic in Robstown. Staff activities are directed by an administrator/chief executive officer ("CEO") who reports to the District's Board of Managers.

The Assistant Administrator and a Director of accounting/finance are responsible for the day-to-day banking activities. The Assistant Administrator will monitor the Applicant's performance against provisions of the agreement and will be responsible for administering the agreement. A list of additional District personnel authorized to deal directly with the Applicant will be provided following contract award.

The Accounting/Finance Department handles all accounts payable, accounts receivable, and banking functions. This department also manages the District's treasury, depository, and Investment functions, in accordance with the District's Investment Policy. The Hospital District's fiscal year is October 1-September 30.

The Hospital District's principal sources of revenue are from ad valorem property taxes levied in Nueces County and the Spohn membership. The District's tax related revenue in 2014 totaled \$32,306,814. Tax revenue is collected by Nueces County and remitted by ACH direct deposit.

The Hospital District maintains one operating and one payroll bank account. The average monthly ledger balance for Fiscal Year 2014 was \$ 832,781.

Generally, there is an accounts payable check run once a week, which contains an average of 30 checks. The District also executes approximately 4-6 wire/ACH transactions per month. Payroll is distributed bi-weekly with 100% in direct deposit. Monthly disbursements for Fiscal Year 2014 averaged \$669,562.

The Hospital District's investment policies, practices and procedures are regulated by State law and further governed by the District's Investment Policy which is available at www.nchdcc.org. The awarded depository will be required to review the District's Investment Policy and certify to that review. All investments will be made outside of this contract and controlled solely by the District.

4.0 SERVICE SELECTION CRITERIA

4.1 CUSTOMER SERVICE

Service will be a primary focus of the evaluation. Describe the bank's philosophy and approach to satisfying this need through your responses to the following. The District is particularly interested in high-performance customer service.

- a. What is distinctive about the bank's approach to customer service? How does the bank anticipate satisfying the District's need for customer service?
- b. How many individuals does the bank have in the local bank? How will the bank provide the District with relationship support for its services?
- c. How will local service and overall contract performance be monitored and problems tracked?
- d. How does the bank intend to support the ongoing automation needs of the District?
- e. Is the bank offering any transition or retention incentives? Describe fully and quantify.
- f. What level of community service does the bank and its employees contribute to Corpus Christi?
- g. The District requires the right to use a third party auditor to review the District's accounts, collateral, transactions, and bank records at any reasonable time. Confirm agreement with this condition.
- h. The Depository will be required to review the District's Investment Policy and certify to that review in accordance with Texas Government Code Chapter 2256. Confirm agreement with this requirement.

4.2 CREDITWORTHINESS

In order to fulfill the District's fiduciary responsibility to protect public funds, each bank submitting an Application shall provide the following in response to this question.

- a. Provide an audited annual financial statement (or preferably a web link) for the most recent fiscal period. The bank will be required to submit an audited statement to the District each year of the contract period, as soon as it is available. Confirm agreement to this requirement.
- b. Provide the bank's current Community Reinvestment Act (CRA) rating by its rating agency.
- c. Provide the bank's most recent senior and subordinate debt ratings of the holding company. As an alternative for privately held banks provide the rating from an independent rating agency such as Highline, Veribanc, or comparable bank rating agency. The bank will be contractually liable for

notifying the District within fifteen (15) days of any change in any of these ratings during the contract period. Confirm agreement to this requirement.

4.3 REFERENCES

List references from three comparable Texas public entity clients. For each reference, include a client contact, title, e-mail address, and telephone number. (Attachment D)

4.4 DEPOSITORY AGREEMENT AND SERVICE AGREEMENTS

Provide a copy of all the bank's depository and service agreements which will be required to be executed under the contract for services rendered (including depository and collateral agreement). Any changes required on the agreements will be discussed and agreed upon before award of the contract is made by the District.

4.5 IMPLEMENTATION TIMELINE

The contract period will commence October 1, 2015. The District recognizes that not all services and funds will be transferred by this date but expects that all services should be available by that date and that all services should be transferred by December 31, 2015.

The timeline must reflect the number of calendar days required to put the services in place or the end date of when such services will be in place and available to the District.

Default in promised delivery of services, without acceptable reasons, or failure to meet the terms or conditions of the depository contract without remedy, will represent an event of default and may result in the District having the right to terminate the contract, but the exercising of such right to terminate the contract does not limit any other remedies the District may have for damages or other relief under law.

- a. Provide a proposed, detailed timeline for implementation of the contract. Include each activity required defined by its responsible party and assigned responsibilities. Denote any limitations or potential delay points.

5.0 REQUIRED BANKING SERVICES

5.1 CONSOLIDATED ACCOUNT STRUCTURE WITH SWEEP MECHANISM

The District does not currently utilize an external sweep because of the low interest rates available in money market funds but does require the account structure to be available for possible future use. In the future use of a sweep, a AAA-rated, SEC registered money market fund which strives to maintain a \$1 NAV should be available. Currently there are only two accounts (a general account and a payroll account) which are both interest bearing.

Under this contract, the District will require the option to pay for services on a fee or compensating balance basis dependent upon the rate environment. The District wants all its funds continuously earning at the best, then-current interest rates. Neither a repurchase agreement nor an off-shore account of any type is acceptable as a sweep investment vehicle.

- a. Describe the bank's ability to provide a ZBA account structure and state if interest would be applied at the master or sub-account level.
- b. Indicate your currently most cost beneficial and highest earning structure.

- c. Describe alternatives to the sweep during this low interest rate environment before sweeps again provide a viable alternative.
- d. Is the bank offering any internal account or a floor rate on interest bearing accounts? If rates are indexed, define the index basis?
- e. In a sweep structure will sweep activity be reported on a daily detail basis (each debit and credit) or summarized on a monthly basis?
- f. Provide the prospectus for the sweep fund alternatives. An AAA-rated, SEC registered government fund which strives to maintain a \$1 NAV is required if swept outside the bank.
- g. Is the sweep processed as the last transaction of the day? If it is a next day sweep, describe how funds are collateralized for funds held overnight.
- h. The District may be required or may desire to open additional accounts or close/change accounts during the contract period. Any new accounts shall be charged at the same contracted amount. Confirm agreement to this condition.
- i. Will the bank assess a direct FDIC charge on the account analysis? What is the current rate?
- j. Will the bank charge the Reserve Requirement (10%) on calculation of the available balance?

5.2 AUTOMATED CASH MANAGEMENT INFORMATION ACCESS

The District requires a web-based, automated cash management service with daily balance reporting and transaction access. It requires a high degree of automation within all service areas. Imaging of all checks with image retention and retrieval is required. Imaging of deposit slips and deposit items is preferred.

The District desires timely access to downloadable information with download capability to the District's accounting software (MIP Fund Accounting).

- a. Fully describe and list the bank's on-line service capabilities and systems.
- b. Describe fully the search capabilities on transactions and reports as well as the ability to retrieve and download historical Images. Provide a link to your system along with applicable pass-words.
- c. Can customized reports draw across reporting modules and activities? Describe cross functionality features.
- d. When is prior day balance and transaction information available? How often is intra-day information updated?
- e. Define your history retention schedules.
- f. Describe provisions for off-site backup and continuation of services in local or regional disaster situations.
- g. Describe the security protocols for online services. How is authentication and authorization provided? Who establishes and administers the security module?
- h. What are the hours of available technical support? Where is the technical support located? How is support provided?
- i. Provide a link to your automated system. If a demo link is not available provide screen samples.

5.3 STANDARD COLLECTION AND DEPOSIT SERVICES

Twenty-four hour deposit capability is required to accommodate District department activities. All deposits received by the bank's established deadline must be processed same day. Immediate verification is not required. The bank shall guarantee immediate credit on all incoming wire transfers, on-us items, and securities maturities and coupons. All other checks clearing will be based on the bank's published availability schedule or remote processing schedule. Failure to timely credit the account will require payment reimbursement to the District at the then-current Fed Funds rate.

The District does not now utilize re-presentment of checks through date-targeted ACH (RCK) but may consider its use during the contract period. Checks are currently presented one time.

- a. What is the bank's daily cut-off time to assure same day ledger and, pending availability, collected credit at branch?
- b. When are credit/debit advices sent to the District? How are these advices sent? What delivery options are available? Are images of originals provided with each advice?
- c. Does the bank have deposit location tracking available?
- d. Do daily online reports include activity by account and location?
- e. How does the bank handle discrepancies in deposit amounts?
- f. How much advance notice is required on change orders?
- g. How and when does notification of return items take place?
- h. What type deposit bags are used or required? Are these provided or available from the bank? At what cost?
- i. If provisional credit is given on deposit before verification, when does verification occur?
- j. Include a list of all the bank's deposit locations within the District's limits.
- k. Does the bank offer remote deposit services? Describe along with scanner options.
- l. What is the cut-off for remote deposit?
- m. Does the bank offer RCK (re-presentation of checks through direct debit ACH)? Describe.
- n. Price the sample deposit below. (This does not reflect a District's deposit but is used for comparison purposes only.) The bank cost for such a deposit would be: \$ _____.

SAMPLE DEPOSIT:				
<i>The sample deposit would be made (a) in four (4) tamper-proof deposit bags, (b) with strapped where possible as shown below, (c) with coins that are not rolled, (d) with tapes attached to bundled but not endorsed checks. The breakdown on the deposit is:</i>				
<i>Currency</i>				
<i>Denom.</i>	<i># Straps</i>	<i>Loose \$</i>	<i>Total \$</i>	
\$100	5	\$ 300		\$ 20,300
\$ 50	6	\$ 600		\$ 15,600
\$ 20	4	\$ 340		\$ 4,340
\$ 10	9	\$ 70		\$ 4,570
\$ 5	22	\$ 175		\$ 5,675
\$ 1	50	\$ 14		\$ 2,514
				\$ 52,999
<i>Coins</i>				
\$.25				\$ 427
\$.10				\$ 114
\$.05				\$ 10
\$.01				\$ 2
				\$ 553
<i>Checks</i>	<i>280 checks</i>			\$140,252
				\$ 140,242
				\$ 193,794

5.4 STANDARD DISBURSING SERVICES

Standard disbursing capability for all accounts is required. The District has a mandatory direct deposit policy. Currently, 100% of the average 30 employees use direct deposit. Manual payroll checks are seldom written.

- a. When is daily check clearing information available online through intra-day reporting?
- b. How long are transaction details maintained online?

- c. Does the bank image all checks? When and for how long are images available online?
- d. Describe the NSF process?

5.5 RECONCILIATION AND POSITIVE PAY

The District requires positive pay services, preferably payee positive pay, with complete indemnification for fraudulent checks. The bank must provide a fully automated, web compatible transmission process. Transmissions will be made as part of each check run. Manual check information must be able to be input online.

The District may combine positive pay services with partial reconciliation services although it currently does not use reconciliation services.

- a. Does the bank have payee positive pay services available?
- b. Describe data transmission file and timing requirements for check registers.
- c. Is positive pay input for manual checks available on-line?
- d. Is exception reporting and handling managed totally online? Describe.
- e. At what specific time is positive pay exception information reported to the District? Is e-mail notification available or must the District check for exceptions?
- f. At what specific time is the response required for District exception elections?
- g. Does the bank review exceptions errors for possible repair before creating a District exception item?
- h. Are all checks, including those received over-the-counter by the tellers, verified against the positive pay file before processing? How often is teller information updated?
- i. Are positive pay services provided without charge when provided in tandem with reconciliation services?
- j. Describe your partial reconciliation services.
- k. When are reconciliation reports available? Are they online? Are they downloadable? Do they contain images of checks?
- l. Provide samples of reconciliation reports.

5.6 WIRES AND INTERNAL TRANSFER SERVICES

The District rarely uses wires. Most outgoing wires are repetitive and input online. Incoming wire transfers must receive same day credit. Wire initiation and release should be available online. The District will require compensation for delays caused by bank errors at that day's Fed Funds rate.

- a. Can all wire transactions be initiated online? Monitored online?
- b. Can repetitive templates be created and stored?
- c. What level of authorization/release do repetitive or non-repetitive wires require? Is authorization for repetitive and non-repetitive the same?
- d. Is future dating of wires and internal transfers available? How far in advance?
- e. State wire access, posting, and cut-off times.
- f. State the bank's policy on the use of ledger balances for outgoing wires in anticipation of scheduled activity or incoming wires.
- g. Can internal account transfers be processed on-line? Book debits/credits? Is there a fee for District internal transfers?

5.7 OPTICAL IMAGING

The District is focused on imaging of documents as much as possible.

- a. Describe the bank's optical imaging process and what items are captured (checks, statements, deposit slips, deposited items, etc.)

- b. What images are available on-line? When? How long are images available on line?
- c. Are all images downloadable?
- d. Is a monthly CD provided? When?
- e. What is on the monthly CD?

5.8 ACH SERVICES

ACH service is currently used for payroll direct deposit and some vendor payments. The District uses ACH for pool and paying agent transactions currently. ACH is not heavily used for vendor payments but the District may consider expanding this use. If so, the District requires pre-notification and filters/blocks on all accounts.

- a. Is online ACH service available for individual transactions as well as by transmission for batched files?
- b. What is the policy and process for handling of ACH returned items?
- c. Can ACH items and files be future dated?
- d. What specific filters and blocks are available on the accounts?
- e. What policy and process is used for file and item reversals and deletions?
- f. Are ACH addenda shown in their entirety on-line and on detail reporting, reports and statements? Does access to this information require access to additional, specific EDI modules?
- g. Will the District incur a transmission and/or file processing fees for on-line individual ACH transactions?

5.9 SAFEKEEPING SERVICES

All District Investments will be made by the District investment officers or its investment adviser and instructions for safekeeping will be given to the bank by an authorized individual in writing. The bank will be required to provide book-entry safekeeping services. All securities must be cleared on a delivery versus payment (DVP) basis and ownership clearly and timely documented. All interest payments and maturities shall be given immediate collected credit.

The District anticipates an average of between 5-10 book-entry securities in FRB or DTC safekeeping at any time. Ownership of the securities must be perfected and evidenced by an original safekeeping receipt sent directly to the District within one business day.

All trades will be third-party. The bank's brokerage services will not be used for investment purchases in order to perfect DVP. Certificates of deposit may be purchased from the bank but these will be on a competitive basis.

- a. Is settlement initiation available online? Monitoring of positions?
- b. Describe the bank safekeeping arrangements proposed. Identify any correspondent bank to be used. If a correspondent is to be used, define the process and confirm same-day crediting/debiting on all transactions. Describe any additional District actions required.
- c. Are safekeeping fees hard charges or applied through the account analysis?
- d. How are safekeeping fees charged (cusip, transaction or par, etc)?
- e. Are notifications sent on all transactions (purchase, sale, calls, and maturities)? When and how?
- f. What time are delivery instructions required? Is there a fee charged for late instructions.

5.10 COLLATERAL REQUIREMENTS

The District requires a bank that is fiscally strong and able to provide the services described on an uninterrupted basis. As public funds the District falls under provisions of the Public Funds Collateral Act (Texas Government Code Chapter 2257) with additional restrictive District requirements. If funds are, for any reason, not swept all un-invested time and demand funds above FDIC insurance coverage must be collateralized to 102% with securities authorized by the District. Authorized collateral will include only:

- Obligations of the US Government, its agencies and instrumentalities, including mortgage backed securities and CMOs which pass the bank test.
- Obligations of any US state, their agencies and instrumentalities, and municipalities rated A or better by two nationally recognized rating agencies.

All securities pledged to the District will be held by a District approved independent third party institution outside the bank's holding company. The bank will be responsible for the pricing of securities and continuous monitoring and maintenance of margin levels. Preferably the custodian would provide market values on the securities. The custodian is required to provide a monthly report directly to the District on the collateral pledged.

The collateral agreement which outlines collateral requirements shall be executed under the terms of FIRREA by the bank and the District with approval by resolution of the bank's Board or Loan Committee. (If the Federal Reserve is used as custodian Circular 7 Pledgee Agreement will be executed and appended to the agreement.)

If collateral pooling is offered by the depository, the District reserves the right to choose regarding this pledging mechanism. A full evaluation of the pooled collateral program offered will be made by District staff and presented to the District Board based on risk and cost considerations before final decisions are made.

The following conditions must be met.

- Collateral must be held in an independent third party bank approved by the District outside the bank's holding company.
- Initial collateral will be provided at a minimum two (2) days before funds are transferred into the Depository.
- All deposits will be collateralized, above FDIC insurance, at 102% of principal plus accrued interest at all times.
- The bank is responsible for the daily monitoring and maintaining of collateral margin requirements.
- Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the District by the custodian and the Custodian will prepare a report of collateral pledged including description, par, and cusip monthly directly to the District (market value is not required). The monthly report will not come from the Bank.
- Substitution rights will be granted if the bank/custodian obtains the District's prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping. Collateral value will be maintained during substitution at 102% or above.
- The bank shall execute the depository/collateral agreement with the District in full compliance with FIRREA. Approval of the agreement will be made by resolution of the bank's Board or Bank Loan Committee.
 - a. Confirm agreement to the collateral conditions stated above. Note any proposed exceptions to the provisions.
 - b. Will there be any collateral charges? If so, on what basis?
 - c. Will the bank set a limit on balances which may be maintained in the bank? If so, what are those limits?
 - d. What institution will be used as the custodian for collateral pledged?

5.11 ACCOUNT ANALYSIS

A monthly account analysis report shall be provided for each account and on a consolidated account basis.

- a. Provide a sample account analysis as a pro forma on the relationship.
- b. State when the analysis will be available each month.
- c. Is the analysis provided online? When? How long is the analysis maintained on-line?

- d. Is the analysis also imaged on the monthly CD-ROM?

5.12 MONTHLY STATEMENTS

The bank shall provide monthly statements on individual accounts. All accounts are on a monthly cycle using the calendar month as cut-off. Timeliness of reporting is critical.

- a. Provide a sample statement.
- b. When and how are statements available? Are statement provided in both paper and electronic formats?
- c. When is the statement available online?
- d. How long are statements maintained online?

5.13 ACCOUNT EXECUTIVE

To insure smooth contract implementation and continuation, a specific account executive and back-up must be assigned to the District account to coordinate services and expedite the solution of any problem. The account executive should meet with District staff semi-annually at a minimum to review banking matters.

- a. What service and level of support is provided by the local representative(s)?
- b. Provide the name and title of the proposed account executive(s).
- c. How are technical or operational problems, questions, or changes to be handled?

5.14 OVERDRAFTS

Every effort will be made by the District to eliminate net aggregate daylight and overnight overdraft situations.

- a. State the bank's policy regarding aggregation of account balances for overdraft purposes.

5.15 STOP PAYMENTS

The District currently averages 1 stop pay and 1 renewal every few months. An automated input process is required.

- a. Describe the online stop pay service.
- b. How long do standard stop pays and renewals remain in effect? What time options are available?
- c. How is a stop pay renewal or cancellation accomplished?
- d. What is the deadline for same day action?
- e. Will the on-line system verify if the check was cleared before accepting the stop pay? How far back does the system search?

•••

ATTACHMENT A FEE Schedule
NUECES COUNTY HOSPITAL DISTRICT

Please complete all categories which are necessary for your bank to provide the services required even if volumes are not available. Add any categories to be used by your institution. Monthly volumes are shown on hidden cells D through O.

Service Description	Unit Basis	Avg Mo Volume	Proposed Fee	Notes, if applicable
Ledger Balance		902,659		
FDIC Assessment %				
Monthly Account Maintenance Fees				
Account Maintenance Fee	Per account	2		
Money Market Account Maintenance Fee	Per account			
Sweep Account Fee (Mutual Fund Invest)	Per account			
ZBA Master Account Maintenance	Per account			
ZBA Subsidiary Maintenance	Per account			
Debits Posted	Per item	97		
Credits Posted	Per item	11		
Post No Checks Maintenance	Per account			
Statements Rendered	Per item	2		
Special Signature REQ - Base Fee	Per item	2		
Special Signature REQ - Items	Per item	14		
On-Line Reporting				
Prior Day Reporting Module	Per account	1		
Prior day Reporting Maint.	Per month	2		
Prior day Items	Per item	122		
Intra-day Reporting Maint.	Per account	2		
Intra-day Reporting Items	Per item			
Image Online Retrieval	Per item	3		
Electronic Window Extended Storage	Per item			
Optical Imaging				
CD Monthly Maintenance	Per month			
CD Per Image Fee	Per item			
CD ROM	Per CD			
Check Imaging Maintenance	Per account			
Check Inquiry Maintenance	Per account			
Deposits				
Branch Credits Posted	Per item			
On-us Deposits	Per item	1		
Transit Clearing	Per item	4		
Local Statewide Clearing	Per item	4		
Deposits - Banking Center per \$100	Per \$100			
Deposit Correction	Per item			
Deposit - Item Processing	Per item			
Branch Deposit Adjustment	Per item			
Branch Order Processed	Per item			
Branch Order Coin Rolls	Per item			
Branch Order Strapped Notes	Per item			
Return Checks - Chargeback	Per item			
Return and Reclear	Per item			
Returns - Duplicate Advice	Per item			

Service Description	Unit Basis	Avg Mo Volume	Proposed Fee	Notes, if applicable
ACH Processing				
ACH Online Monthly Maintenance	Per account	2		
Monthly Maintenance (W)	Per account	2		
ACH Originated Items	Per item	62		
Debits Received	Per item	9		
Credits Received	Per item	6		
Addenda Record	Per item	8		
ACH Return Items	Per item			
ACH Return Item NOC	Per item			
ACH Reversals	Per item	1		
Files transmission	Per file			
Files Processed	Per file			
Block Auth Maintenance	Per account/month			
Block Instructions	per mo/per acct			
Positive Pay and Reconciliation				
Positive Pay - Monthly Maintenance	Per account	2		
Positive Pay - No Reconciliation	Per account			
Payee Positive Pay	Per item			
Online Exceptions	Per item			
Partial Reconciliation Maintenance	Per account			
Partial Reconciliation per item	Per item			
Transmission	Per file			
Transmission per item	Per item			
Image Capture Per item	Per item			
Data Entry Manual	Per item			
Stop Pays				
Monthly Maintenance	Per item			
Online	Per item			
Renewals Online	Per item			
Wire Transfers				
Electronic Reporting Wire Maintenance Fee	Per account			
Incoming - domestic Fed Cr S/T	Per item			
Outgoing - repetitive - domestic	Per item			
- repetitive - book	Per item			
- non-repetitive - automated	Per item			
Book Credit	Per item			
Standing Order TFR - domestic wire	Per item			
Online Account Transfers	Per item	2		
CM Account Transfer	Per item			
Template Storage	Per item			
Wire Advice	Per item			
Wire Detail Report Subscription	Per month			
Safekeeping				
Custody Monthly Maintenance		1		
Custody Fixed Income		6		
Custody Assets per \$10m BE		1,478		
Custody Clearance FRB				
Custody Called Bonds				
Custody Clearance FED Non-ABS/MBS		2		
Custody Income Distribution				
Custody Interest Payments		2		
Clearance Called Bonds				
P&I Paydown Payments		1		
Other		2		

**ATTACHMENT B - BANK HISTORICAL RATES
NUECES COUNTY HOSPITAL DISTRICT**

Bank Name _____

Earnings Credit Rate (ECR)		
Month/Year	Rate	Notes, if applicable
Mar-14	0.000%	
Apr-14	0.000%	
May-14	0.000%	
Jun-14	0.000%	
Jul-14	0.000%	
Aug-14	0.000%	
Sep-14	0.000%	
Oct-14	0.000%	
Nov-14	0.000%	
Dec-14	0.000%	
Jan-15	0.000%	
Feb-15	0.000%	
	0.00%	

Interest Bearing Accounts		
Month/Year	Rate	Notes, if applicable
Mar-14	0.000%	
Apr-14	0.000%	
May-14	0.000%	
Jun-14	0.000%	
Jul-14	0.000%	
Aug-14	0.000%	
Sep-14	0.000%	
Oct-14	0.000%	
Nov-14	0.000%	
Dec-14	0.000%	
Jan-15	0.000%	
Feb-15	0.000%	
	0.00%	

Money Market Accounts		
Month/Year	Rate	Notes, if applicable
Mar-14	0.000%	
Apr-14	0.000%	
May-14	0.000%	
Jun-14	0.000%	
Jul-14	0.000%	
Aug-14	0.000%	
Sep-14	0.000%	
Oct-14	0.000%	
Nov-14	0.000%	
Dec-14	0.000%	
Jan-15	0.000%	
Feb-15	0.000%	
	0.00%	

Sweep Alternative(s)		
Month/Year	Rate	Notes, if applicable
Mar-14	0.000%	
Apr-14	0.000%	
May-14	0.000%	
Jun-14	0.000%	
Jul-14	0.000%	
Aug-14	0.000%	
Sep-14	0.000%	
Oct-14	0.000%	
Nov-14	0.000%	
Dec-14	0.000%	
Jan-15	0.000%	
Feb-15	0.000%	
	0.00%	

ATTACHMENT "C"

SIGNATURE FORM

REQUEST FOR APPLICATION FOR BANK DEPOSITORY SERVICES

NUECES COUNTY HOSPITAL DISTRICT

The undersigned has carefully examined all instructions and requirements and hereby proposes to furnish the services described herein, in accordance with the Application instructions and requirements.

The Applicant also certifies that (1) Application terms, including prices, will remain in effect for a minimum of one hundred eighty (180) days after the Application due date; (2) representations, certifications and statements are true and accurate as of the date of submittal of this Application; (3) all proposed capabilities can be demonstrated by the Applicant; and (4) the Application services are currently marketed and sold.

Applicant Name _____

Physical Address _____

Mailing Address _____

City _____ State _____ Zip Code _____

Telephone _____ Fax _____ Email _____

I certify that I am a duly authorized representative of the firm listed above, and that information and materials enclosed with this Application accurately represent the capabilities of the Depository to provide the services indicated in compliance with the requirements of the RFA. Nueces County Hospital District is hereby authorized to request from any individual any pertinent information deemed necessary to verify information regarding capacity of the firm, for purposes of determining responsiveness of the Application, or responsibility of the firm as a prospective contractor.

Signature _____

(Must be signed in full in ink by an officer of your firm)

Name _____

(Please type or print)

Title _____

(Please type or print)

Date _____

ATTACHMENT D

CLIENT REFERENCE FORM

For each client reference, please provide the following information:

Client Name: _____

Client Contact Name: _____

Contact Name's Title/Position: _____

Client Address: _____

Client Telephone Number(s): _____ **Email:** _____

Date Contract Began: _____

Client Name: _____

Client Contact Name: _____

Contact Name's Title/Position: _____

Client Address: _____

Client Telephone Number(s): _____ **Email:** _____

Date Contract Began: _____

Client Name: _____

Client Contact Name: _____

Contact Name's Title/Position: _____

Client Address: _____

Client Telephone Number(s): _____ **Email:** _____

Date Contract Began: _____

Attachment #2

List of Banks

Bank Name & Address	Contact Person & Title	Phone #
American Bank P.O. Box 6469 Corpus Christi, TX 78466	Richard Scanio, President	992-9900
Bank of America 3802 S. Alameda St. Corpus Christi, TX 78411	Sylvia Buentello, Bank Mgr. VP	851-6600
Charter Bank 10502 Leopard Corpus Christi, TX 78410	Sid Ridlehuber, President	241-7681
First Community Bank 416 No. Water Street Corpus Christi, TX 78401	Wes Hoskins, CEO	888-9310
Plains Capital Bank 5921 Saratoga Blvd. Corpus Christi, TX 78414	Alex Prado, Branch Mgr.	994-4700
First State Bank of Odem P. O. Box 726 Odem, TX 78370	E.M. Wood, President	241-8808
Frost Bank P.O. Drawer 749 Corpus Christi, TX 78403	Mike Carrell, President	844-1010
International Bank of Commerce P. O. Box 2648 Corpus Christi, TX 78403	Charles White, President	888-4000
Prosperity Bank 921 N. Water St Corpus Christi, TX 78401	Bob Kuhn, President	885-0154
Value Bank 3649 Leopard Street Corpus Christi, TX 78408	Scott Heitcamp, President	888-4451
Wells Fargo Bank 615 N. Upper Broadway Corpus Christi, TX 78401	Terri Kelly, Mgr.	866-443

Updated: June 19, 2015

Attachment #3



NUECES COUNTY HOSPITAL DISTRICT

Administrative Offices

555 N. Carancahua Street, Suite 950
Corpus Christi, Texas 78401-0835

Phone: (361) 808-3300
Fax: (361) 808-3274

July 15, 2015

Request for Application for Depository and Banking Services

RFA No. 2015-01

Section 1.4 RFA Questions

Responses to all questions submitted will be emailed to all known APPLICANTS BY JULY 15, 2015.

THE FOLLOWING QUESTIONS WERE SUBMITTED BY JULY 8, 2015.

- Q Does the Hospital District specifically allow Federal Home Loan Bank Letters of Credit as acceptable collateral for Hospital District deposits?
- A No
- Q Would you have an estimate of how much of the accounts/funds would be in short-term deposits and how much in CD's?
- A NCHD average ledger balance is reflected on attachment A. The investment policy allows investment to 3 years but we do not currently have CD's and will likely not use them. All CDs will be competitively bid.
- Q How long are the terms of the CD's if any?
- A Not applicable, no CD's at this time.
- Q Is there any cyclical nature to your deposits, high point and low point?
- A No
- Q Is there any volatility in your balances that would require additional collateral coverage above the average monthly ledger balance fy 2014 provided in RFA NCHD Overview?
- A None expected at this time.
- Q May we see a copy of the latest analysis statement for the Hospital District?
- A The information given on Attachment A summarizes the actual historical volumes from the account analyses. The actual account analysis will not be provided.
