



December 14, 2023

Dominic Dominguez
CEO
CHRISTUS Spohn Health System Corporation
613 Elizabeth St., Suite 300
Corpus Christi, Texas 78404

Re: Emergency Medicine Support Letter Agreement

Mr. Dominguez,

This Letter Agreement ("Letter Agreement"), effective December __, 2023 (the "Effective Date"), is entered into by and between CHRISTUS Spohn Health System Corporation ("Spohn") and Nueces County Hospital District ("NCHD") (hereinafter each referred to as a "Party" and collectively as the "Parties") to set forth the terms and conditions upon which NCHD shall provide Support (as defined below) for Spohn's Emergency Medicine Residency Program ("EM Program") subject to the terms and conditions set forth herein.

As you know, the NCHD Board of Managers (the "Board") determined that, among other things, (i) the provision of Support to Spohn's EM Program is in furtherance of NCHD's constitutional and statutory mission and purpose to provide or arrange for indigent care to the community; (ii) the public is receiving adequate consideration from the Support; and (iii) there are adequate controls in place to ensure that the Support is, in fact, used in furtherance of the NCHD's constitutional and statutory mission and purpose.

Now, therefore, in consideration of the premises, the mutual benefits to be derived from this Letter Agreement, and other good and valuable consideration, including the convenience of the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that this Letter Agreement shall be performed and executed by the Parties as follows:

During the Term (as defined below) of this Letter Agreement, Spohn shall (i) maintain its EM Program; (ii) seek in good faith to match a minimum of twelve (12) EM Program residents ("EM Residents") for the 2024 – 2025 through the 2029 – 2030 Academic Years,¹ subject to the

¹ The term "Academic Year" means July 1st through June 30th of each year during the Term.

maintenance of historical qualification and credential standards;² (iii) maintain an academic university-affiliated teaching affiliation for EM Program faculty; (iv) provide the level of academic faculty administrative support needed to maintain Accreditation Council for Graduate Medical Education ("ACGME") accreditation; and (v) provide market-competitive compensation subject to "fair market value" and other requirements of applicable exception under the Physician Self-Referral Law at 42 U.S.C. §§ 1395nn and implementing regulations for EM Program faculty and EM Residents (collectively, the "EM Program Commitment").

In consideration of and subject to Spohn's performance EM Program Commitment, NCHD agrees to provide the following support payments to Spohn each of the following Academic Years (collectively "Support"):

- **2024 – 2025 Academic Year** – The lesser of (i) \$1,402,500 or (ii) Spohn's Actual Costs
- **2025 – 2026 Academic Year** – The lesser of (i) \$2,847,500 or (ii) Spohn's Actual Costs
- **2026 – 2027 Academic Year** – The lesser of (i) \$4,250,000 or (ii) Spohn's Actual Costs
- **2027 – 2028 Academic Year** – The lesser of (i) \$4,250,000 or (ii) Spohn's Actual Costs
- **2028 – 2029 Academic Year** – The lesser of (i) \$4,250,000 or (ii) Spohn's Actual Costs
- **2029 – 2030 Academic Year** – The lesser of (i) \$4,250,000 or (ii) Spohn's Actual Costs

Spohn's "Actual Costs" shall mean Spohn's direct expenses, overhead allocations using generally accepted Medicare reimbursement principles, and indirect medical education ("IME") expenses determined as fifty percent (50%) of Spohn's IME reimbursement.

At the end of each Academic Year Quarter,³ NCHD will pay Spohn one-fourth (1/4) of the Support for the applicable Academic Year. Within five (5) months after the conclusion of Spohn's Medicare cost reporting year ("Cost Reporting Year"), Spohn shall provide NCHD with a report reflecting its Actual Costs for the preceding Cost Reporting Year. In the event Spohn's Actual Costs for such Cost Reporting Year are less than the estimated Support paid by NCHD for such Cost Reporting Year, then Spohn shall refund such surplus within thirty (30) days of its provision of the report to NCHD.

The term of this Letter Agreement will be six (6) years commencing with the 2024 – 2025 Academic Year (i.e., July 1, 2024) and ending following the 2029 – 2030 Academic Year (i.e., June 30, 2030) (the "Term"). However, this Letter Agreement will automatically terminate in the event (i) Spohn does not match a single Resident to the EM Program for the 2024 – 2025 Academic Year, or (ii) the EM Program loses its accreditation as a graduate medical education ("GME") program at any time during the Term. In the event this Letter Agreement is terminated, Spohn's

² In the event Spohn is unable to match 12 EM Residents, the Support shall be proportionately reduced as outlined below.

³ "Academic Year Quarter" means the three-month periods during each Academic Year ending on September 30th, December 31st, March 31st, and June 30th.

obligation to comply with the EM Program Commitment and NCHD's obligation to provide Support shall cease.

In the event (i) Spohn decides it wants to discontinue the EM Program during the Term and NCHD does not oppose such decision, (ii) Spohn decides not to continue the EM Program for the 2030 – 2031 Academic Year, or (iii) Spohn is unable to meet ACGME sponsoring institution requirements during the Term, NCHD may identify an alternate sponsoring institution within Nueces County ("Sponsoring Institution") to accept transfer of the EM Program. If NCHD identifies an alternate Sponsoring Institution willing to accept transfer of the EM Program, Spohn will timely transfer sponsorship of the EM Program to such alternate Sponsoring Institution in accordance with published ACGME sponsorship guidelines. Neither Party shall have any obligation to fund the EM Program if Spohn transfers the EM Program to another Sponsoring Institution as provided herein. Notwithstanding the foregoing, if NCHD is unable to identify an alternate Sponsoring Institution, Spohn shall have no obligation to transfer the sponsorship of the EM Program.

In the event Spohn is unable to match twelve (12) EM Residents annually that meet the EM Program Commitment during the Term, Spohn will meet with NCHD in good faith and apply a proportionate reduction to the Support to ensure NCHD receives a benefit from program cost savings, and Spohn will not be considered in breach of this Letter Agreement. By way of illustration, in the event Spohn matches six (6) EM Residents for the 2024 – 2025 Academic Year instead of twelve (12) EM Residents, NCHD's Support to Spohn shall be proportionately reduced to the lesser of \$701,250 or Spohn's Actual Costs (i.e., 50% of the amount of Support set forth above for the 2024 – 2025 Academic Year).

In the event Spohn obtains incremental funding from a third-party with respect to any Academic Year during the Term in excess of the funding it is receiving as of the Effective Date of the Letter Agreement in support of the EM Program, the Parties will reduce NCHD's Support by an amount equivalent to such incremental third-party funding. The Parties acknowledge that Texas Medicaid has proposed and plans to implement a Medicaid GME reimbursement program. In calculating a reduction to NCHD Support attributable to Medicaid GME, (i) only Medicaid GME amounts attributable to periods on or after the 2024 – 2025 Academic Year will apply to the reduction; and (ii) the reduction will be limited to the federal share of any Medicaid GME payments Spohn receives, multiplied by the number of EM Residents divided by total residents.

The Parties agree to conduct a medical needs assessment for the Nueces County community ("Community Needs Assessment") within one (1) year of the Effective Date of this Letter Agreement. The Parties agree to meet in good faith within six (6) months of the completion of the Community Needs Assessment to (i) discuss how best to address the medical needs identified by the Community Needs Assessment and (ii) identify resources to address such medical needs.

Neither Party has any obligation to fund any needs identified through the Community Needs Assessment.

The Parties agree that this Letter Agreement is a standalone agreement and separate and apart from the Parties' other agreements.

Sincerely,



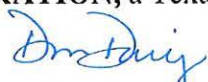
Jonny Hipp, Administrator, CEO

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed this Letter Agreement on the 14th day of December, 2023.

NUECES COUNTY HOSPITAL DISTRICT,
a political subdivision of the State of Texas

By: 
Jonny F. Hipp, Administrator, CEO

**CHRISTUS SPOHN HEALTH SYSTEM
CORPORATION,** a Texas non-profit corporation

By: 
Dominic Dominguez, CEO