

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
Board of Managers - Regular Meeting
Tuesday, September 24, 2024 at 12:00 PM**

AGENDA

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS

- John E. Valls, MBA, Chairman
- Vishnu V. Reddy, M.D., Vice Chairman
- Sylvia Tryon Oliver
- Belinda Flores, R.N.
- Judge Mariana Garza
- Efrain Guerrero, Jr.
- Arthur Granado

3. CALL TO ORDER, ESTABLISHMENT OF QUORUM, MEETING POSTING CONFIRMATION, AND CLOSED MEETING NOTICE:

A. Call to order.

B. Establish quorum.

C. Confirm posting of Meeting's public notice in accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551.

D. Public notice is hereby given that the Board of Managers may elect to go into Closed Meeting session(s) at any time during the meeting to discuss any matter(s) listed on the agenda when so authorized by the provisions of the Open Meetings Act, Texas Government Code, Chapter 551.

4. ANNOUNCEMENT ON DISCLOSURE OF CONFLICTS OF INTEREST. Any Conflicts of Interest or Appearance of a Conflict of Interest with items on this agenda shall be declared at this time. Members with conflicts will refrain from voting and are asked to refrain from discussion on such items. Conflicts discovered later in the meeting shall be disclosed at that time.

5. PUBLIC COMMENT - Persons attending in-person and wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must sign-in on the "Agenda Item Request to Speak" form provided at the entrance of the Board meeting room at least five (5) minutes prior to commencement of the meeting. Persons attending via audio or video conference and wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must verbally notify the presiding officer of their

desire to comment when the officer calls for public comment from those attending via audio and video conference. Commenters shall limit their comments to three (3) minutes, except that Commenters addressing the Board through a translator shall limit their comments to six (6) minutes.

6. CONSENT AGENDA - The Consent Agenda consists of those agenda items which are routine, administrative in nature, not in need of separate attention, and which a member of the Board has not requested be discussed separately. If requested to be discussed separately, that agenda item will be removed from the Consent Agenda by the presiding officer to the Regular Agenda and discussed as a part of the Regular Agenda at the appropriate time. All remaining items listed under the Consent Agenda will be voted upon in a single vote:

- A. Approve Board of Managers Regular Meeting minutes of August 27, 2024. 8

- B. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2024 year-to-date: 18
 - 1. Salaries, benefits, and supplies at/for the City of Corpus Christi/Nueces County Public Health District;
 - 2. Emergency medical services provided in unincorporated areas of Nueces County;
 - 3. Supplemental and jail diversion program funding for Nueces Center for Mental Health and Intellectual Disabilities;
 - 4. Medical services provided at County correctional facilities:
 - a. Nueces County Jail; and
 - b. Nueces County Juvenile Detention Center;
 - 5. Funding for alcohol and drug abuse treatment programs:
 - a. Cenikor (Charlie's Place); and
 - b. Council on Alcohol and Drug Abuse;
 - 6. Funding for diabetes prevention and supporting programs; and
 - 7. Public health grants. (*Finance Committee*)

- C. Receive summary imputed claims information on medical and hospital care provided to the Nueces Aid Program population consistent with the CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement for fiscal year-to-date period-ended August 31, 2024. (*Finance Committee*) 19

- D. Receive fiscal year-to-date Specified Annual Percentage-related revenue reports; revenue receipts pursuant to CHRISTUS Spohn Health System 20

Corporation Amended and Restated Membership Agreement, Section 5.03.
(Finance Committee)

E. Receive monthly statement of escrow amounts deposited and/or withdrawn by CHRISTUS Spohn Health System Corporation; deposits pursuant to and consistent with Schedule 1 to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement; receive statement for month-ended August 31, 2024. (Finance Committee)	21
F. Receive statement of amounts deposited to and/or withdrawn from Local Provider Participation Fund for fiscal year-to-date; deposits and withdrawals pursuant to Board of Managers Order authorizing participation in a health care provider participation program pursuant to Texas Health and Safety Code, Chapter 298C, as amended. (Finance Committee)	24
G. Receive summary report of cumulative actual intergovernmental transfers (IGTs) made in support of local and other healthcare providers participating in Medicaid directed and supplemental payment programs sponsored by the Texas Health and Human Services Commission (HHSC), and receive estimates of provider payments resulting from the IGTs: 1. <u>Directed Payment Programs</u> - IGTs for HHSC's Medicaid managed care organization payments to healthcare providers that support overall Medicaid program goals and objectives: a. Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS); b. Comprehensive Hospital Increase Reimbursement Program (CHIRP); c. Network Access Improvement Program (NAIP); and d. Texas Incentives for Physicians and Professional Services (TIPPS); and 2. <u>Supplemental Payment Programs</u> - IGTs for HHSC Medicaid payments made to hospitals, separate from and in addition to base payments, for achieving certain goals or to support health care providers that see significant numbers of uninsured or persons without much money: a. Disproportionate Share Hospital (DSH); b. Graduate Medical Education (GME); c. Hospital Augmented Reimbursement Program (HARP); and d. Hospital Uncompensated Care (UC). (Finance Committee)	25
H. Receive reports relating to Nueces Aid Program enrollment for the month-ended August 31, 2024: 1. Total Persons and Households Enrolled; 2. Enrollment Summary; 3. Denials; 4. Application Processing Summary; and	26 27 29 30

5. Enrollment by Zip Code. (*Finance Committee*) 34

7. **REGULAR AGENDA** - The Regular Agenda consists of those agenda items which are non-routine, not administrative in nature, or are otherwise in need of separate attention. Each Regular Agenda item will be voted upon separately if action is required:

A. Finance Committee:

1. Financial Statements:

a. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended August 31, 2024. 37
(**ACTION**)

B. Legislative Committee:

1. Discuss and consider revision of the 89th Texas Legislative Session Agenda of August 21, 2024. (**ACTION**) 45

C. Indigent Health Care:

1. Discuss and consider authorizing the Administrator to negotiate and execute agreements with local non-profit organizations relating to building awareness and advocacy of the Nueces Aid Program, the indigent healthcare program operated by the Hospital District, and related matters. (**ACTION**)

2. Discuss and consider approval of a Professional Services Agreement For Non-Exclusive License with Indigent Healthcare Solutions (IHS) to provide sole-source specialized data processing software to support the enrollment, claims processing, reporting, and other related technology functions necessary for efficient operation of the Nueces Aid Program, an NCHD-sponsored indigent healthcare program operated pursuant to Chapters 61 and 281, Texas Health and Safety Code; Agreement for two-year term September 1, 2024 – August 31, 2026; and authorize Administrator to execute Agreement and related documents. 48
(**ACTION**)

3. Discuss and consider matters related to an agreement in development with 3Dhealth Inc. to prepare a current and five-year physician specialty needs assessment for Nueces County, and related matters. (**ACTION**)

D. Opioid Settlement Funds:

1. Receive information on first distribution of Texas Opioid Abatement Fund Council funds from the Texas Comptroller of Public Accounts, 99

and discuss related matters. (*INFORMATION*)

2. Discuss Texas Opioid Abatement Fund Council rules relating to the use of funds distributed by the Texas Comptroller of Public Accounts, and related matters. (*INFORMATION*)

E. Board of Managers Business:

1. Confirm appointment of the Administrator as Secretary of the Board of Managers, appointment pursuant to §281.023(b), Texas Health and Safety Code. (*ACTION*)

2. Discuss and consider postponing action on the election of Board of Managers Officers and appointment of Committee Chairs and Committee members for Fiscal Year 2025 until after the Commissioners Court takes action on Board reappointment(s) or appointment(s); annual officer elections and committee chair and committee member appointments pursuant to Board of Managers Bylaws, §2.2.A. (*ACTION*)

F. Administrator's Actions:

1. Ratify Administrator's action(s) performed as part of his duties directing the affairs of the Hospital District and/or as required by the Board of Managers; duties established pursuant to Texas Health and Safety Code, §281.026(e):

a. Execution of Personal Services Contract for legislative services during the 89th Texas Legislative Session:

1. Luis Saenz. (*ACTION*)

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G. Administrator's Briefing:

1. Pending and other Hospital District matters. (*INFORMATION*)

2. Next scheduled Board of Managers and Board Committee regular meetings (all meetings' dates, times, and locations are subject to change):

a. Finance Committee: Tuesday, October 22, 2024, at 11:15 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401;

b. Legislative Committee: Tuesday, October 22, 2024, at 11:45 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and

c. Board of Managers: Tuesday, October 22, 2024, at 12 Noon in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A,

8. **CLOSED MEETING** - Public Notice is hereby given that the Board of Managers may go into closed meeting session(s) at any time during the meeting to discuss any matter(s) listed on the agenda, when so authorized by the provisions of the Open Meetings Act, Texas Government Code, Chapter 551. *To the extent there has been a past practice of distinguishing items for public deliberation and those for executive session, the public is advised that the Board is departing from that practice and reserves the right to discuss any listed agenda items in a closed meeting when authorized by law to do so.* When the Board goes into closed session(s) regarding an agenda item(s), the section(s) of the Open Meetings Act authorizing the closed session will be publicly announced by the presiding officer. Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in closed session(s), then the final action, final decision, or final vote shall be either: (a) in the open meeting covered by the Notice upon reconvening of the public meeting; or (b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine pursuant to applicable laws. The Board specifically expects to go into a closed session(s) on the matters listed below pursuant to the Act, §551.071 and §551.074.

A. Consult with attorneys relating to matters relating to bank accounts and related matters, pursuant to §551.071.

B. Consult with attorneys on matters relating to appropriate procedure to be used by members of the Hospital District Board of Managers related to the discussion and consideration of agenda items before the Board of Managers, pursuant to §551.071.

C. Consult with attorneys on matters relating to provisions of the Amended and Restated CHRISTUS Spohn Health System Corporation Membership Agreement, Escrow Agreement, and Amended and Restated Memorandum of Understanding Relating to Termination of the Membership Agreement and related matters, pursuant to §551.071.

D. Consult with attorneys on matters relating to Letter Agreement with CHRISTUS Spohn Health System Corporation relating to Hospital District's support of CHRISTUS Spohn's Emergency Medicine Residency Program and related matters, pursuant to §551.071.

E. Consult with attorneys on matters relating to Escrow Amendment Conditions Letter Agreement in development with CHRISTUS Spohn Health System Corporation, and related matters, pursuant to §551.071.

F. Administrator's performance evaluation and related matters, pursuant to §551.074.

9. **OPEN MEETING** - Following the Closed Meeting, the Board of Managers will reconvene the Open Meeting prior to taking any action(s) on matters considered in the Closed Meeting or adjourning the meeting.

A. Discuss and consider final action, decision, or vote on matters considered in Closed Meeting. (***ACTION AS NEEDED***)

10. ADJOURN

11. Public Notice Posting Receipt.

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**BOARD OF MANAGERS
NUECES COUNTY HOSPITAL DISTRICT
REGULAR MEETING
AUGUST 27, 2024**

The Nueces County Hospital District Board of Managers met at 12:00 pm, August 27, 2024 in the NCHD Board Room at 555 N. Carancahua, Suite 950 – A Corpus Christi, Texas.

HOSPITAL DISTRICT REPRESENTATIVES:

Jonny F. Hipp	Administrator/CEO
Belinda Espinoza	Asst. Administrator, Admin. Services
Donna Littlefield	Director, Accounting & Finance
John B. Martinez	General Counsel
Adam Robison	Legal Counsel
Melissa Quintanilla	Executive Assistant/Human Resources
Carmina Hernandez Moreno	Administrative Assistant

OTHERS PRESENT:

Dom Dominguez	Corpus Christi Christus Spohn
Lee Lopez	Corpus Christi Medical Center, CFO
David McElwain	Meeder
Cassidy Willie	Gjerset & Lorenz – via Zoom
Mark Hendrix	Nueces County MHID – via Zoom
Joel Romo	Lobbyist – via Zoom
Luis Saenz	Lobbyist – via Zoom

**BOARD OF MANAGERS
REGULAR MEETING
MINUTES
AUGUST 27, 2024**

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS

- John E. Valls, MBA, Chairman
- Vishnu V. Reddy, M.D., Vice Chairman
- Sylvia Tryon Oliver
- Belinda Flores, R.N.
- Judge Mariana Garza
- Efrain Guerrero, Jr.
- Arthur Granado

3. CALL TO ORDER, ESTABLISHMENT OF QUORUM, MEETING POSTING CONFIRMATION, AND CLOSED MEETING NOTICE:

A. Call to order – John E. Valls, Chairman.
The meeting was called to order at 12:16 p.m.

B. Establish quorum – Mr. Valls, Chairman.
A quorum was present with six members in attendance.

John E. Valls, MBA, Chairman – PRESENT
Vishnu V. Reddy, M.D., Vice Chairman – PRESENT @ 12:21 p.m.
Sylvia Tryon Oliver, Member – PRESENT
Belinda Flores, R.N., Member – PRESENT
Judge Mariana Garza, Member – PRESENT
Arthur Granado, Member – PRESENT
Efrain Guerrero, Jr., Member – ABSENT

C. Confirm posting of Meeting's public notice in accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551.

D. Public notice is hereby given that the Board of Managers may elect to go into Closed Meeting session(s) at any time during the meeting to discuss any matter(s) listed on the agenda when so authorized by the provisions of the Open Meetings Act, Texas Government Code, Chapter 551.

4. ANNOUNCEMENT ON DISCLOSURE OF CONFLICTS OF INTEREST. Any Conflicts of Interest or Appearance of a Conflict of Interest with items on this agenda shall be declared at this time. Members with conflicts will refrain from voting and are asked to refrain from discussion on such items. Conflicts discovered later in the meeting shall be

**BOARD OF MANAGERS
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disclosed at that time.

5. **PUBLIC COMMENT** - Persons attending in-person and wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must sign-in on the "Agenda Item Request to Speak" form provided at the entrance of the Board meeting room at least five (5) minutes prior to commencement of the meeting. Persons attending via audio or video conference and wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must verbally notify the presiding officer of their desire to comment when the officer calls for public comment from those attending via audio and video conference. Commenters shall limit their comments to three (3) minutes, except that Commenters addressing the Board through a translator shall limit their comments to six (6) minutes.

**Dom Dominguez
Lee Lopez
Joel Romo
Luis Saenz**

6. **CONSENT AGENDA** - The Consent Agenda consists of those agenda items which are routine, administrative in nature, not in need of separate attention, and which a member of the Board has not requested be discussed separately. If requested to be discussed separately, that agenda item will be removed from the Consent Agenda by the presiding officer to the Regular Agenda and discussed as a part of the Regular Agenda at the appropriate time. All remaining items listed under the Consent Agenda will be voted upon in a single vote:

A. Approve Board of Managers minutes:

1. Regular Meeting of July 23, 2024 and
2. Special Meeting of August 13, 2024.

B. Receive listing of new vendors as of August 23, 2024; listing provided pursuant to Board of Managers Bylaws, §2.1.B and Texas Local Government Code, Chapter 176.

C. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2024 year-to-date:

1. Salaries, benefits, supplies, and intergovernmental transfers at/for City of Corpus Christi/Nueces County Public Health District;
2. Emergency medical services provided in unincorporated areas of Nueces County;

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3. Supplemental and jail diversion program funding for Nueces Center for Mental Health and Intellectual Disabilities;
4. Medical services provided at County correctional facilities:
 - a. Nueces County Jail; and
 - b. Nueces County Juvenile Detention Center;
5. Funding for alcohol and drug abuse treatment programs:
 - a. Cenikor (Charlie's Place); and
 - b. Council on Alcohol and Drug Abuse;
6. Funding for diabetes prevention and supporting programs; and
7. Public health grants. (*Finance Committee*)

D. Receive summary imputed claims information on medical and hospital care provided to the Nueces Aid Program population consistent with the CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement for the fiscal year-to-date period-ended July 31, 2024. (*Finance Committee*)

E. Receive fiscal year-to-date Specified Annual Percentage-related revenue reports; revenue receipts pursuant to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement, Section 5.03. (*Finance Committee*)

F. Receive monthly statement of escrow amounts deposited and/or withdrawn by CHRISTUS Spohn Health System Corporation; deposits pursuant to and consistent with Schedule 1 to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement; receive statement for month-ended July 31, 2024. (*Finance Committee*)

G. Receive statement of amounts deposited to and/or withdrawn from Local Provider Participation Fund for fiscal year-to-date; deposits and withdrawals pursuant to Board of Managers Order authorizing participation in a health care provider participation program pursuant to Texas Health and Safety Code, Chapter 298C, as amended. (*Finance Committee*)

H. Receive summary report of cumulative actual intergovernmental transfers (IGTs) made in support of local and other healthcare providers participating in Medicaid directed and supplemental payment programs sponsored by the Texas Health and Human Services Commission (HHSC), and receive estimates of provider payments resulting from the IGTs:

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1. Directed Payment Programs - IGTs for HHSC's Medicaid managed care organization payments to healthcare providers that support overall Medicaid program goals and objectives:

- a. Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS);
- b. Comprehensive Hospital Increase Reimbursement Program (CHIRP);
- c. Network Access Improvement Program (NAIP); and
- d. Texas Incentives for Physicians and Professional Services (TIPPS); and

2. Supplemental Payment Programs - IGTs for HHSC Medicaid payments made to hospitals, separate from and in addition to base payments, for achieving certain goals or to support health care providers that see significant numbers of uninsured or persons without much money:

- a. Disproportionate Share Hospital (DSH);
- b. Graduate Medical Education (GME);
- c. Hospital Augmented Reimbursement Program (HARP); and
- d. Hospital Uncompensated Care (UC). (*Finance Committee*)

I. Receive reports relating to Nueces Aid Program enrollment for the month-ended July 31, 2024:

1. Total Persons and Households Enrolled;
2. Enrollment Summary;
3. Denials;
4. Application Processing Summary; and
5. Enrollment by Zip Code. (*Finance Committee*)

Consent Agenda approved. Motion by Mr. Granado and seconded by Ms. Oliver. MOTION CARRIED.

7. REGULAR AGENDA - The Regular Agenda consists of those agenda items which are non-routine, not administrative in nature, or are otherwise in need of separate attention. Each Regular Agenda item will be voted upon separately if action is required:

A. Finance Committee:

1. Financial Statements:

- a. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended July 31, 2024. (**ACTION**)

Motion by Judge Garza and seconded by Ms. Oliver. MOTION CARRIED.

**BOARD OF MANAGERS
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2. Investment Report:

- a. Receive and approve Quarterly Investment Report for fiscal quarter-ended June 30, 2024 and ratify related investment transactions. (*ACTION*)

**Mr. McElwain from Meeder Investment presented.
Motion by Ms. Oliver and seconded by Mr. Granado.
MOTION CARRIED.**

B. Legislative Committee:

1. Discuss and consider agenda for 89th Texas Legislative Session. (*ACTION*)

**Motion by Mr. Granado and seconded by Judge Garza.
MOTION CARRIED.**

C. Fiscal Year 2025 Budget:

1. Adopt Board of Managers Resolution committing a specified amount of the September 30, 2024, fiscal year-end General Fund balance to the subsequent fiscal year for payment of obligated, but not yet requested intergovernmental transfers relating to supplemental and/or directed payment programs operated by the Texas Health and Human Services Commission during Fiscal Year 2024. (*ACTION*)
2. Adopt Board of Managers Resolution approving the Member Revenue Allocation Percentage for the period October 1, 2024 – September 30, 2025, pursuant to Section 5.03(a) of the Amended and Restated CHRISTUS Spohn Health System Corporation Membership Agreement. (*ACTION*)
3. Adopt Board of Managers Resolutions incorporating specified funding into the Fiscal Year 2025 Annual Budget (October 1, 2024 – September 30, 2025) for:
 - a. County Healthcare Expenditures; and
 - b. Nueces Center for Mental Health and Intellectual Disabilities matching funds. (*ACTION*)
4. Adopt Board of Managers Resolution approving Fiscal Year 2025 Annual Budget (October 1, 2024–September 30, 2025), approval pursuant to Texas Health and Safety Code, §281.091(b); Budget includes:
 - a. General Fund;
 - b. Tobacco Fund;
 - c. Indigent Care Fund; and

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d. Capital Budget. (*ACTION*)

**Motion to approve Fiscal Year 2015 Budget.
Item C. 1,2,3 and 4. by Mr. Granado and
seconded by Judge Garza. MOTION CARRIED.**

D. Indigent Health Care:

1. Discuss and consider approval of a Professional Services Agreement For Non-Exclusive License with Indigent Healthcare Solutions (IHS) to provide sole-source specialized data processing software to support the enrollment, claims processing, reporting, and other related technology functions necessary for efficient operation of the Nueces Aid Program, an NCHD-sponsored indigent healthcare program operated pursuant to Chapters 61 and 281, Texas Health and Safety Code; Agreement for two-year term September 1, 2024 – August 31, 2026; and authorize Administrator to execute Agreement and related documents. (*ACTION*)

**Motion to table. Item D. 1. by Mr. Granado and
seconded by Judge Garza. MOTION CARRIED.**

E. Administrator's Briefing:

1. Pending and other matters. (*INFORMATION*)

2. Next scheduled Board of Managers and Board Committee regular meetings (all meetings' dates, times, and locations are subject to change):

a. Finance Committee: Tuesday, September 24, 2024, at 11:15 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401;

b. Legislative Committee: Tuesday, September 24, 2024, at 11:45 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and

c. Board of Managers: Tuesday, September 24, 2024, at 12 Noon in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. (*INFORMATION*)

8. CLOSED MEETING - Public Notice is hereby given that the Board of Managers may go into closed meeting session(s) at any time during the meeting to discuss any matter(s) listed

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MINUTES
AUGUST 27, 2024**

on the agenda, when so authorized by the provisions of the Open Meetings Act, Texas Government Code, Chapter 551. *To the extent there has been a past practice of distinguishing items for public deliberation and those for executive session, the public is advised that the Board is departing from that practice and reserves the right to discuss any listed agenda items in a closed meeting when authorized by law to do so.* When the Board goes into closed session(s) regarding an agenda item(s), the section(s) of the Open Meetings Act authorizing the closed session will be publicly announced by the presiding officer. Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in closed session(s), then the final action, final decision, or final vote shall be either: (a) in the open meeting covered by the Notice upon reconvening of the public meeting; or (b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine pursuant to applicable laws. The Board specifically expects to go into a closed session(s) on the matters listed below pursuant to the Act, §551.071 and §551.074.

- A. Consult with attorneys on matters relating to provisions of the Amended and Restated CHRISTUS Spohn Health System Corporation Membership Agreement, Escrow Agreement, and Amended and Restated Memorandum of Understanding Relating to Termination of the Membership Agreement, and related matters.
- B. Consult with attorneys on matters relating to Letter Agreement with CHRISTUS Spohn Health System Corporation relating to Hospital District's support of CHRISTUS Spohn's Emergency Medicine Residency Program, and related matters.
- C. Consult with attorneys on matters relating to intergovernmental transfers for Medicaid directed and supplemental payment programs sponsored by the Texas Health and Human Commission, and related matters.
- D. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, and related matters.

Mr. Valls called for Closed Session at 1:13 p.m.

9. **OPEN MEETING** - Following the Closed Meeting, the Board of Managers will reconvene the Open Meeting prior to taking any action(s) on matters considered in the Closed Meeting or adjourning the meeting.

Mr. Valls called for Open Session at 2:06 p.m.

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A. Discuss and consider final action, decision, or vote on matters considered in Closed Meeting. (*ACTION AS NEEDED*)

No action taken.

10. ADJOURN

Motion to adjourn by Mr. Valls, Chairman at 2:06 p.m.

**BOARD OF MANAGERS
REGULAR MEETING
MINUTES
AUGUST 27, 2024**

PRESIDING OFFICER:

John E. Valls, MBA, Chairman

ATTEST:

Jonny F. Hipp, Secretary
Board of Managers
Nueces County Hospital District

Nueces County Hospital District
 County Health Care Department Expenditures
 Cash Disbursements Relating to
 Fiscal Year 2024

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Fiscal 2024 YTD	Budget 2024	Balance
County Healthcare Services															
Health Dept - County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,484,767.32	193,027.53	0.00	1,677,794.85	2,313,000.00	635,205.15
Emergency Medical Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	650,000.00	650,000.00
NC MHID - Fund Matching	0.00	0.00	242,280.00	0.00	0.00	242,280.00	0.00	0.00	242,280.00	0.00	0.00	0.00	726,840.00	969,129.00	242,289.00
NC MHID - Jail Programs	0.00	155,787.27	255,506.92	226,879.13	210,505.13	163,863.93	271,984.20	256,420.37	165,878.00	200,250.47	0.00	0.00	1,907,075.42	3,018,000.00	1,110,924.58
NC Juvenile Center	33,326.89	33,164.73	2,316.03	54,808.55	73,063.98	10,814.63	69,228.83	50,693.90	23,340.04	66,146.29	2,941.36	0.00	419,845.23	474,000.00	54,154.77
Nueces County Jail Services	392,790.58	167,653.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,077,278.24	0.00	0.00	2,637,722.08	4,795,649.00	2,157,926.92
Cenikor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45,000.00	0.00	0.00	45,000.00	60,000.00	15,000.00
Council on Alcohol & Drug Abuse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00	0.00	0.00	25,000.00	50,000.00	25,000.00
Diabetes Program - County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,013.75	0.00	0.00	10,013.75	50,000.00	39,986.25
HALO-Flight Funding	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00	15,000.00	0.00
County Public Health Grants	0.00	0.00	80,000.00	0.00	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130,000.00	220,000.00	90,000.00
Totals	426,117.47	356,605.26	580,102.95	281,687.68	333,569.11	416,958.56	341,213.03	322,114.27	431,498.04	3,908,456.07	195,968.89	0.00	7,594,291.33	12,614,778.00	5,020,486.67

**Nueces County Hospital District
Imputed Claims Experience for Calendar Year 2024
As if Adjudicated January 1, 2024 through August 31, 2024**

Service	Claims	Billed	Contract Amt.	Co Insurance	Net
ER	2,472	15,228,610	1,933,378	86,835	1,846,543
ASU	182	5,322,803	666,183	54,978	611,205
Clinic	59	315,988	143,815	8,536	135,279
Obs	63	2,454,739	570,586	24,822	545,764
OP	16,210	48,662,859	12,887,844	769,386	12,118,458
Subtotal	18,986	71,984,999	16,201,806	944,557	15,257,249
IP	232	16,310,114	940,873	33,390	907,483
SNF					-
RX	77,444	31,037,569	11,877,779	368,409	11,509,371
Physician	15,612	21,373,834	1,926,081	94,095	1,831,986
Total	112,274	140,706,516	30,946,539	1,440,451	29,506,089

NOTE:

The Revised and Restated Indigent Care Agreement was terminated effective September 30, 2012. After that date, the District no longer makes payment to CHRISTUS Spohn for providing health care services to the Nueces Aid Indigent population. Under the terms of the Membership Agreement amended and restated effective November 18, 2015, CHRISTUS Spohn has committed to continue to provide health care services to the Nueces Aid Indigent population and, and at the request of the District, continues to submit informational claims to the District to permit the District to monitor the volume of health care services furnished to the Nueces Aid Indigent population.

Nueces County Hospital District
 Spohn Corporate Member Revenue Analysis
 Fiscal Year 2024

Member Revenue % 27.0%

	October	November	December	January	February	March	April	May	June	July	August	September	Totals
<u>Membership Revenue Deposits</u>													
Week 1	2,066,861.61	2,162,309.02	3,013,205.01	2,078,550.74	1,969,908.53	2,786,145.01	1,564,970.57	2,924,455.19	3,089,970.00	2,356,409.94	2,477,625.03	2,082,136.44	28,572,547.09
Week 2	2,355,764.99	2,184,573.81	2,547,176.48	2,010,663.38	1,882,743.04	1,683,180.97	881,236.84	3,254,391.80	2,957,145.21	3,252,830.81	2,233,590.04	2,908,717.86	28,152,015.23
Week 3	2,814,490.24	2,693,689.25	3,344,880.84	2,491,554.21	2,740,056.15	1,650,015.23	1,875,246.00	3,038,480.02	2,800,354.70	2,493,325.86	2,592,651.90		28,534,744.40
Week 4	2,090,457.65	2,225,718.83	2,600,723.45	2,340,245.49	2,282,140.68	3,268,018.11	2,454,782.60	3,183,692.32	3,440,138.09	1,813,451.87	3,085,777.57		28,785,146.66
Week 5				2,197,719.23			2,984,663.07	2,226,071.34			3,106,615.39		10,515,069.03
Subtotal	9,327,574.49	9,266,290.91	11,505,985.78	11,118,733.05	8,874,848.40	9,387,359.32	9,760,899.08	14,627,090.67	12,287,608.00	9,916,018.48	13,496,259.93	4,990,854.30	124,559,522.41



Argent Institutional Trust
5901 Peachtree Dunwoody Ste C495
Atlanta, GA 30328

ACCOUNT STATEMENT

ACCOUNT NUMBER [REDACTED]
AUGUST 01, 2024 TO AUGUST 31, 2024

received
09/10/24

5

NUECES COUNTY HOSPITAL DISTRICT
ATTN: JONNY HIPPI
555 N CARANCAHUA ST STE 950
CORPUS CHRISTI TX 78401-0835

1-108-4



ACCOUNT NAME:	CHRISTUS SPOHN HEALTH SYSTEM CORP / NUECES COUNTY HOSPITAL DISTRICT
ACCOUNT NUMBER:	[REDACTED]
ADMINISTRATIVE OFFICER:	ALICE WOLAN 312-405-5393 AWOLAN @ARGENTFINANCIAL.COM
INVESTMENT OFFICER:	DIRECTED

YOU, FIRST.

Thank you for your business. If you have questions about your account statement, please contact your Administrative Officer listed in the shaded box at the top of this statement.

IMPORTANT NOTICE

Argent Institutional Trust-formerly TMI- has changed accounting platforms. Be advised your account number **3721 has changed to **1617.



ACCOUNT STATEMENT

ACCOUNT NUMBER: [REDACTED]
AUGUST 01, 2024 TO AUGUST 31, 2024

ACCOUNT ACTIVITY SUMMARY

	THIS PERIOD	YEAR TO DATE
BEGINNING MARKET VALUE	3,164,627.45	3,078,960.12
DEPOSITS	0.00	12,421.19
INCOME	12,625.65	85,871.79
ENDING MARKET VALUE	3,177,253.10	3,177,253.10

PORTFOLIO HOLDINGS

QUANTITY	DESCRIPTION	MARKET VALUE	COST BASIS
CASH AND EQUIVALENTS			
3,177,253.100	09248U536 BLACKROCK LIQUIDITY FUNDS TREASURY TRUST FUND	3,177,253.10	3,177,253.10
TOTAL	CASH AND EQUIVALENTS	3,177,253.10	3,177,253.10
GRAND TOTAL ASSETS		3,177,253.10	3,177,253.10

TRANSACTION DETAIL

DATE	DESCRIPTION	CASH	COST	GAIN / LOSS
08/01/24	BEGINNING BALANCE	0.00	3,164,627.45	
08/01/24	09248U536 DIVIDEND ON BLACKROCK LIQUIDITY FUNDS TREASURY TRUST FUND PAYABLE 08/01/2024	12,625.65		
	09248U536 NET DEPOSIT BLACKROCK LIQUIDITY FUNDS TREASURY TRUST FUND	12,625.65-	12,625.65	
08/31/24	ENDING BALANCE	0.00	3,177,253.10	0.00

DISCLOSURE

Pricing for securities traded on the exchange is provided by third party sources. While sources used for pricing publicly traded securities are considered reliable, the prices displayed on your statement may or may not be based on actual trades, bid/ask information or vendor evaluations. As such, the prices displayed on your statement may or may not reflect actual trade prices you would receive in the current market. It is possible prices for certain securities may vary widely at the time of trade execution in comparison to valuation prices displayed for statement purposes. Securities not traded on an exchange are valued by a variety of sources, which may include issuer-provided or client-provided information. As such, the current statement will reflect the value of the asset based on its last known valuation which may not coincide with the statement reporting period. Argent Trust Company, or any of its affiliates, does not guarantee the accuracy, reliability, completeness or attainability of any pricing information provided by third party sources.

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The web addresses to access these documents are as follows:



ACCOUNT STATEMENT

PAGE 3

ACCOUNT NUMBER [REDACTED]
AUGUST 01, 2024 TO AUGUST 31, 2024

DISCLOSURE

Disclosure - <https://argentfinancial.com/argent-disclosures/>
Tax Disclosure - <https://argentfinancial.com/annual-tax-disclosures/>
Privacy Policy - <https://argentfinancial.com/privacy-policies/>



Nueces County Hospital District
 Nueces LPPF Activity
 Fiscal Year 2024

	October	November	December	January	February	March	April	May	June	July	August	September	Totals
Beginning Balan	9,159,392.52	59,837,708.79	4,107,084.13	2,950,115.82	7,722,267.37	20,949,674.71	21,044,254.83	47,454,558.05	47,199,331.12	21,064,108.27	19,991,984.17	15,620,333.68	9,159,392.52
<u>Deposits</u>													
Christus Spohn	18,995,774.04				9,497,887.02		8,432,745.84						36,926,406.90
CCMC	12,800,598.04				6,400,299.02		6,400,299.02	428,409.30					26,029,605.38
CC Rehab	565,066.44			282,533.22			332,910.84						1,180,510.50
Driscoll	16,880,549.67						10,017,261.57						26,897,811.24
PAM Specialty		657,147.96		328,573.98			534,169.38						1,519,891.32
PAM Rehab		727,492.32		363,746.16			401,483.16						1,492,721.64
S. TX Surgical	1,374,215.28				687,107.64		637,696.32						2,699,019.24
Subtotal	50,616,203.47	1,384,640.28	0.00	974,853.36	16,585,293.68	0.00	26,756,566.13	428,409.30	0.00	0.00	0.00	0.00	96,745,966.22
Interest	62,112.80	151,385.24	16,479.29	26,306.62	26,649.60	94,580.12	103,938.00	212,097.01	156,476.97	90,999.71	88,643.03		1,029,668.39
Transfers In				4,979,044.15						75,578.39			5,054,622.54
Total Deposits	50,678,316.27	1,536,025.52	16,479.29	5,980,204.13	16,611,943.28	94,580.12	26,860,504.13	640,506.31	156,476.97	166,578.10	88,643.03	0.00	102,830,257.15
<u>Inter-Governmental Transfers</u>													
UC					(3,384,535.94)						(4,460,293.52)		(7,844,829.46)
DSRIP													0.00
CHIRP		(56,727,511.51)							(25,567,096.42)				(82,294,607.93)
TIPPS									(724,603.40)				(724,603.40)
DSH													0.00
HARP			(1,173,447.60)	(927,939.46)				(880,968.03)					(2,982,355.09)
GME		(539,138.67)		(280,113.12)			(300,200.91)	(14,765.21)		(1,238,702.20)		(540,192.05)	(2,913,112.16)
Total IGT's	0.00	(57,266,650.18)	(1,173,447.60)	(1,208,052.58)	(3,384,535.94)	0.00	(300,200.91)	(895,733.24)	(26,291,699.82)	(1,238,702.20)	(4,460,293.52)	(540,192.05)	(96,759,508.04)
Transfers Out							(150,000.00)						(150,000.00)
Bank Fees													0.00
Ending Balance	59,837,708.79	4,107,084.13	2,950,115.82	7,722,267.37	20,949,674.71	21,044,254.83	47,454,558.05	47,199,331.12	21,064,108.27	19,991,984.17	15,620,333.68	15,080,141.63	15,080,141.63

Nueces County Hospital District
 Medicaid Payment Programs/Directed Payment Programs
 Estimated Provider Payments & IGT History
 FY2012 to Present

Provider	DSRIP	UC	DSH	UHRIP	NAIP	CHIRP	TIPPS	GME	HARP	TOTALS	
Christus Spohn - Corpus Christi	393,023,597	572,283,429	268,169,910	54,617,146	149,411,126	112,661,993	3,687,187	5,291,844	13,239,075	1,572,385,307	44%
Christus Spohn Rural (Alice/Beeville/Kleberg)	48,398,858	219,460,090	0	14,571,054	0	23,405,097	0	0	615,366	306,450,465	9%
Corpus Christi Medical Center	121,850,134	165,812,831	0	47,168,955	0	160,075,667	0	5,206,424	7,599,128	507,713,140	14%
Driscoll Childrens Hospital	314,822,705	28,887,376	0	0	0	701,150,773	2,062,491	11,382,993	40,816,199	1,099,122,537	31%
Detar Hospital	24,949,804	47,723,156	0	15,076,184	0	0	0	0	0	87,749,145	2%
North Bay General Hospital	0	0	0	503,238	0	0	0	0	0	503,238	0%
South Texas Surgical Hospital	0	0	0	889,769	0	0	0	0	0	889,769	0%
Corpus Christ Rehab Hospital	0	0	0	286,797	0	0	0	0	0	286,797	0%
PAM Specialty Hospital	0	0	0	1,330	0	0	0	0	0	1,330	0%
PAM Rehab Hospital	0	0	0	1,199,059	0	0	0	0	0	1,199,059	0%
Nueces County Health Dept	21,809,410	0	0	0	0	0	0	0	0	21,809,410	1%
TOTALS	924,854,508	1,034,166,882	268,169,910	134,313,534	149,411,126	997,293,531	5,749,678	21,881,261	62,269,768	3,598,110,197	100%

* Estimated Receipts for Entities (IGT + FMAP), Subject to HHSC Review and Administrative Fees

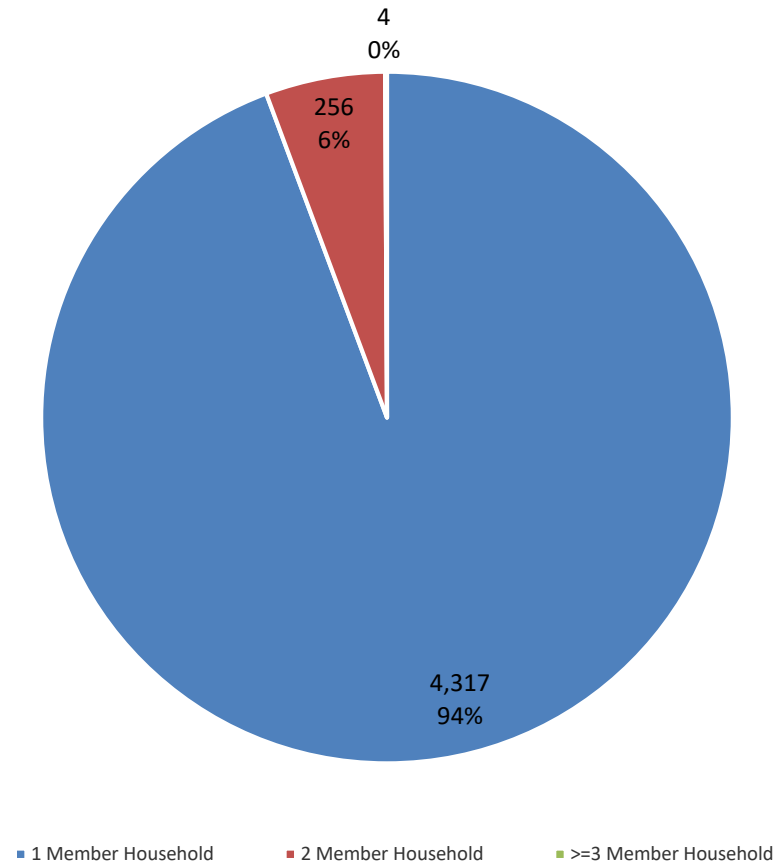
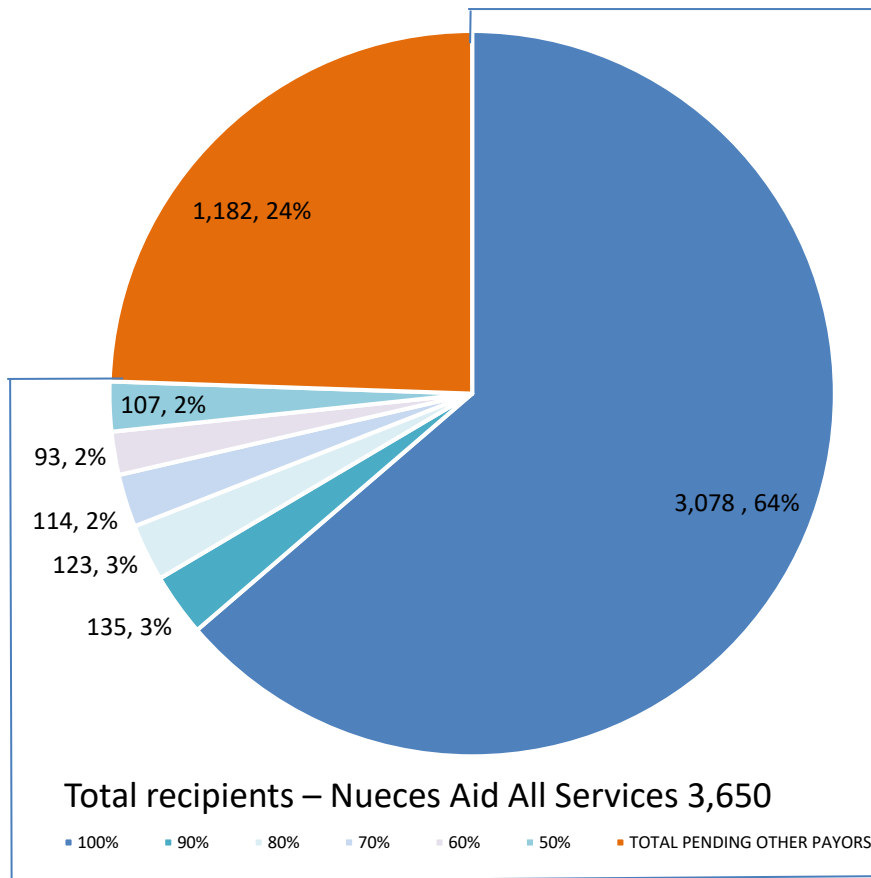
IGT Source	DSRIP	UC	DSH	UHRIP	NAIP	CHIRP	TIPPS	GME	HARP	TOTALS
Nueces County Hospital District	338,074,018	335,813,664	94,840,669	58,389,165	58,742,241	86,765,537	0	5,307,829	21,510,068	999,443,190
Nueces LPPF	27,902,997	66,633,051	7,478,253	0	0	296,923,996	1,780,044	2,913,112	2,982,355	406,613,808
TOTALS	365,977,014	402,446,715	102,318,922	58,389,165	58,742,241	383,689,533	1,780,044	8,220,941	24,492,423	1,406,056,999

August 2024

Nueces Aid Program Enrollment

Total Enrolled
4,832

Total Households
4,577



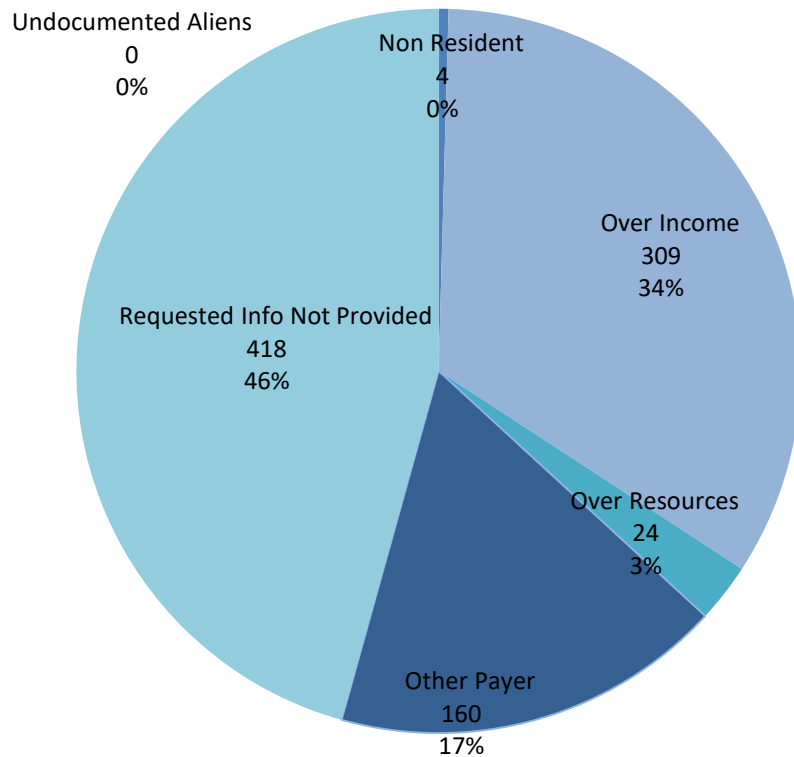
Nueces Aid Program Enrollment Summary Calendar Year 2024

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2024 Average	Comments
PENDING OTHER PAYORS														
TANF	62	83	83	83	83	68	72	69					75	
%	5.3%	7.0%	7.1%	7.1%	7.1%	5.9%	6.1%	5.8%					6.4%	
SSI-SSID	714	725	718	711	708	704	713	721					714	
%	61.5%	61.2%	61.1%	60.7%	60.2%	60.8%	60.4%	61.0%					60.9%	These individuals are eligible for NCHD assistance if denied assistance by other payer.
Other Payor	385	377	374	377	386	385	395	392					384	
%	33.2%	31.8%	31.8%	32.2%	32.8%	33.3%	33.5%	33.2%					32.7%	
TOTAL PENDING OTHER PAYORS	1,161	1,185	1,175	1,171	1,177	1,157	1,180	1,182					1,174	
	24.8%	24.9%	24.8%	24.6%	24.6%	24.3%	24.5%	24.5%					24.6%	
HOUSEHOLDS BY SIZE														
1 Member Household	4,150	4,245	4,222	4,239	4,273	4,250	4,324	4,317					4,253	The percentage for each size household is calculated by dividing the number of each member household by the total number of households.
%	94.0%	94.3%	94.2%	94.1%	94.3%	94.4%	94.5%	94.3%					94.3%	
2 Member Household	267	257	257	263	254	250	248	256					257	
%	6.0%	5.7%	5.7%	5.8%	5.6%	5.6%	5.4%	5.6%					5.7%	
>=3 Member Household	0	0	2	2	2	4	4	4					2	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%	0.1%					0.0%	
TOTAL HOUSEHOLDS	4,417	4,502	4,481	4,504	4,529	4,504	4,576	4,577					4,511	

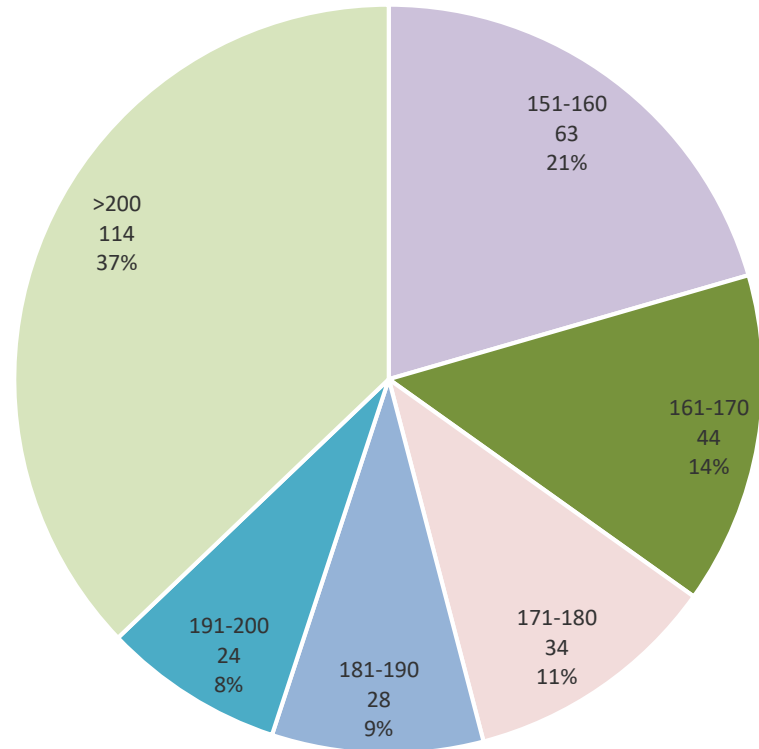
NUECES AID DENIALS

Calendar Year 2024
January-August

Denial Reasons



Comparison of Over Income Case to 2024 HHS Poverty Guidelines



**Nueces Aid Program
Application Processing Summary Calendar Year 2024**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2024	Comments
TOTAL APPLICATIONS	949	897	805	888	875	677	885	927					6,903	
- Approved	831	784	701	777	743	569	769	814					5,988	
%	87.6%	87.4%	87.1%	87.5%	84.9%	84.0%	86.9%	87.8%					86.7%	Since FY 1999, the denial rate is based on all denied individuals in the household.
- Denied	118	113	104	111	132	108	116	113					915	
%	12.4%	12.6%	12.9%	12.5%	15.1%	16.0%	13.1%	12.2%					13.3%	
APPROVALS BY PLAN TYPE														
NUECES AID - All Services														
100%	585	489	495	535	494	384	538	536					4,056	
%	70.4%	62.4%	70.6%	68.9%	66.5%	67.5%	70.0%	65.8%					67.7%	
90%	20	43	21	13	27	13	23	29					189	
%	2.4%	5.5%	3.0%	1.7%	3.6%	2.3%	3.0%	3.6%					3.2%	
80%	25	21	15	28	22	17	20	22					170	
%	3.0%	2.7%	2.1%	3.6%	3.0%	3.0%	2.6%	2.7%					2.8%	
70%	21	27	24	17	11	13	14	21					148	The percentage of approvals by plan option is calculated by dividing the number for each plan option by the total number of approved applications.
%	2.5%	3.4%	3.4%	2.2%	1.5%	2.3%	1.8%	2.6%					2.5%	
60%	11	10	8	17	20	8	17	20					111	
%	1.3%	1.3%	1.1%	2.2%	2.7%	1.4%	2.2%	2.5%					1.9%	
50%	17	11	17	25	15	18	8	22					133	
%	2.0%	1.4%	2.4%	3.2%	2.0%	3.2%	1.0%	2.7%					2.2%	
TOTAL	679	601	580	635	589	453	620	650					4,807	
%	81.7%	76.7%	82.7%	81.7%	79.3%	79.6%	80.6%	79.9%					80.3%	
HOUSEHOLDS BY SIZE - APPROVED														
1 Member Household	716	705	611	700	661	505	669	740					5,307	The percentage for each size household is calculated by dividing the number of households in the category by the total number of approved households.
%	92.5%	94.6%	93.0%	94.7%	93.9%	93.9%	93.0%	95.2%					93.9%	
2 Member Household	58	40	44	39	41	31	50	37					340	
%	7.5%	5.4%	6.7%	5.3%	5.8%	5.8%	7.0%	4.8%					6.0%	
3 or > Member Household	0	0	2	0	2	2	0	0					6	Households pending other payors are not included.
%	0.0%	0.0%	0.3%	0.0%	0.3%	0.4%	0.0%	0.0%					0.1%	
TOTAL HOUSEHOLDS APPROVED	774	745	657	739	704	538	719	777					5,653	

**Nueces Aid Program
Application Processing Summary Calendar Year 2024**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD 2024	Comments
NCHD DENIALS - Reasons for Denials														
Non Resident	0	1	1	1	0	0	1	0					4	The percentage for each denial reason is calculated by dividing the number of individuals for each reason by the total number of individuals denied.
%	0.0%	0.9%	1.0%	0.9%	0.0%	0.0%	0.9%	0.0%					0.4%	
Over Income	37	43	32	32	46	38	40	41					309	The denial percentage for each size household is calculated by dividing the number for each household size by the total number of denied households.
%	31.4%	38.1%	30.8%	28.8%	34.8%	35.2%	34.5%	36.3%					33.8%	
Over Resources	2	0	5	3	2	4	4	4					24	Households pending other payors are not included.
%	1.7%	0.0%	4.8%	2.7%	1.5%	3.7%	3.4%	3.5%					2.6%	
Other Payer	37	16	18	20	17	18	17	17					160	
%	31.4%	14.2%	17.3%	18.0%	12.9%	16.7%	14.7%	15.0%					17.5%	
Requested Info Not Provided	42	53	48	55	67	48	54	51					418	
%	35.6%	46.9%	46.2%	49.5%	50.8%	44.4%	46.6%	45.1%					45.7%	
Undocumented Aliens	0	0	0	0	0	0	0	0					0	Note: UA code eff 08/01/01
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%					0.0%	
TOTAL DENIALS	118	113	104	111	132	108	116	113					915	
HOUSEHOLDS BY SIZE - DENIED														
1 Member Household	100	93	86	88	113	93	101	87					761	The denial percentage for each size household is calculated by dividing the number for each household size by the total number of denied households.
%	91.7%	90.3%	90.5%	88.0%	91.9%	92.1%	92.7%	85.3%					90.4%	
2 Member Household	9	10	9	12	10	8	8	12					78	Households pending other payors are not included.
%	8.3%	9.7%	9.5%	12.0%	8.1%	7.9%	7.3%	11.8%					9.3%	
3 or > Member Household	0	0	0	0	0	0	0	3					3	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.9%					0.4%	
TOTAL HOUSEHOLDS DENIED	109	103	95	100	123	101	109	102					842	
PENDING APPLICATIONS														
Pending documentation	79	77	86	96	88	78	86	81					84	The YTD number for incomplete applications is the average of the monthly incomplete applications.
TANF	26	33	8	20	25	15	13	24					13	
SSI-SSID	65	75	57	66	64	52	72	75					72	
Other Payor	61	75	56	56	65	49	64	65					64	

**NCHD
Eligibility History**

	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	CY Total	Avg		
2018																
NCHD	5,630	5,708	5,674	5,613	5,471	5,481	5,492	5,438	5,396	5,467	5,673	5,235	66,278	5,523	-6%	
Pend	1,488	1,483	1,398	1,386	1,349	1,336	1,324	1,317	1,337	1,327	1,313	1,270	16,328	1,361	-1%	
Total	7,118	7,191	7,072	6,999	6,820	6,817	6,816	6,755	6,733	6,794	6,986	6,505	82,606	6,884	-5%	
% of PY	97%	99%	97%	96%	93%	93%	93%	94%	94%	94%	98%	93%	95%	95%		
2019																
NCHD	5,277	5,181	5,075	5,024	4,957	4,961	4,996	4,943	4,970	5,064	4,944	4,821	60,213	5,018	-9%	
Pend	1,294	1,260	1,289	1,305	1,274	1,281	1,330	1,356	1,339	1,357	1,330	1,277	15,692	1,308	-4%	
Total	6,571	6,441	6,364	6,329	6,231	6,242	6,326	6,299	6,309	6,421	6,274	6,098	75,905	6,325	-8%	
% of PY	92%	90%	90%	90%	91%	92%	93%	93%	94%	95%	90%	94%	92%	92%		
2020																
NCHD	4,963	4,955	4,903	4,731	5,132	4,698	4,198	3,660	3,260	3,604	3,752	3,868	51,724	4,310	-14%	
Pend	1,268	1,243	1,218	1,141	1,187	1,106	1,043	968	861	899	923	945	12,802	1,067	-18%	
Total	6,231	6,198	6,121	5,872	6,319	5,804	5,241	4,628	4,121	4,503	4,675	4,813	64,526	5,377	-15%	
% of PY	95%	96%	96%	93%	101%	93%	83%	73%	65%	70%	75%	79%	85%	85%		
2021																
NCHD	3,806	3,678	3,567	3,521	3,667	3,852	3,953	4,080	4,142	4,091	3,948	3,863	46,168	3,847	-11%	
Pend	932	921	922	964	981	1,014	1,052	1,028	1,039	1,060	1,070	1,076	12,059	1,005	-6%	
Total	4,738	4,599	4,489	4,485	4,648	4,866	5,005	5,108	5,181	5,151	5,018	4,939	58,227	4,852	-10%	
% of PY	76%	74%	73%	76%	74%	84%	95%	110%	126%	114%	107%	103%	90%	90%		
2022																
NCHD	3,781	3,711	3,738	3,755	3,805	3,869	3,910	3,945	4,042	3,987	3,884	3,785	46,212	3,851	0%	
Pend	1,093	1,061	1,110	1,113	1,144	1,150	1,147	1,183	1,191	1,191	1,181	1,171	13,735	1,145	14%	
Total	4,874	4,772	4,848	4,868	4,949	5,019	5,057	5,128	5,233	5,178	5,065	4,956	59,947	4,996	3%	
% of PY	103%	104%	108%	109%	106%	103%	101%	100%	101%	101%	101%	100%	103%	103%		
2023																
NCHD	3,767	3,186	3,727	3,611	3,614	3,599	3,565	3,548	3,566	3,598	3,613	3,545	42,939	3,578	-7%	
Pend	1,145	1,677	1,148	1,157	1,173	1,161	1,177	1,181	1,183	1,185	1,186	1,166	14,539	1,212	6%	
Total	4,912	4,863	4,875	4,768	4,787	4,760	4,742	4,729	4,749	4,783	4,799	4,711	57,478	4,790	-4%	
% of PY	101%	102%	101%	98%	97%	95%	94%	92%	91%	92%	95%	95%	96%	96%		
2024																
NCHD	3,523	3,573	3,563	3,596	3,605	3,597	3,643	3,650					28,750	3,594	0%	
Pend	1,161	1,185	1,175	1,171	1,177	1,157	1,180	1,182					9,388	1,174	-3%	
Total	4,684	4,758	4,738	4,767	4,782	4,754	4,823	4,832	-	-	-	-	38,138	4,767	0%	
% of PY	95%	98%	97%	100%	100%	100%	102%	102%	0%	0%	0%	0%	66%	100%		



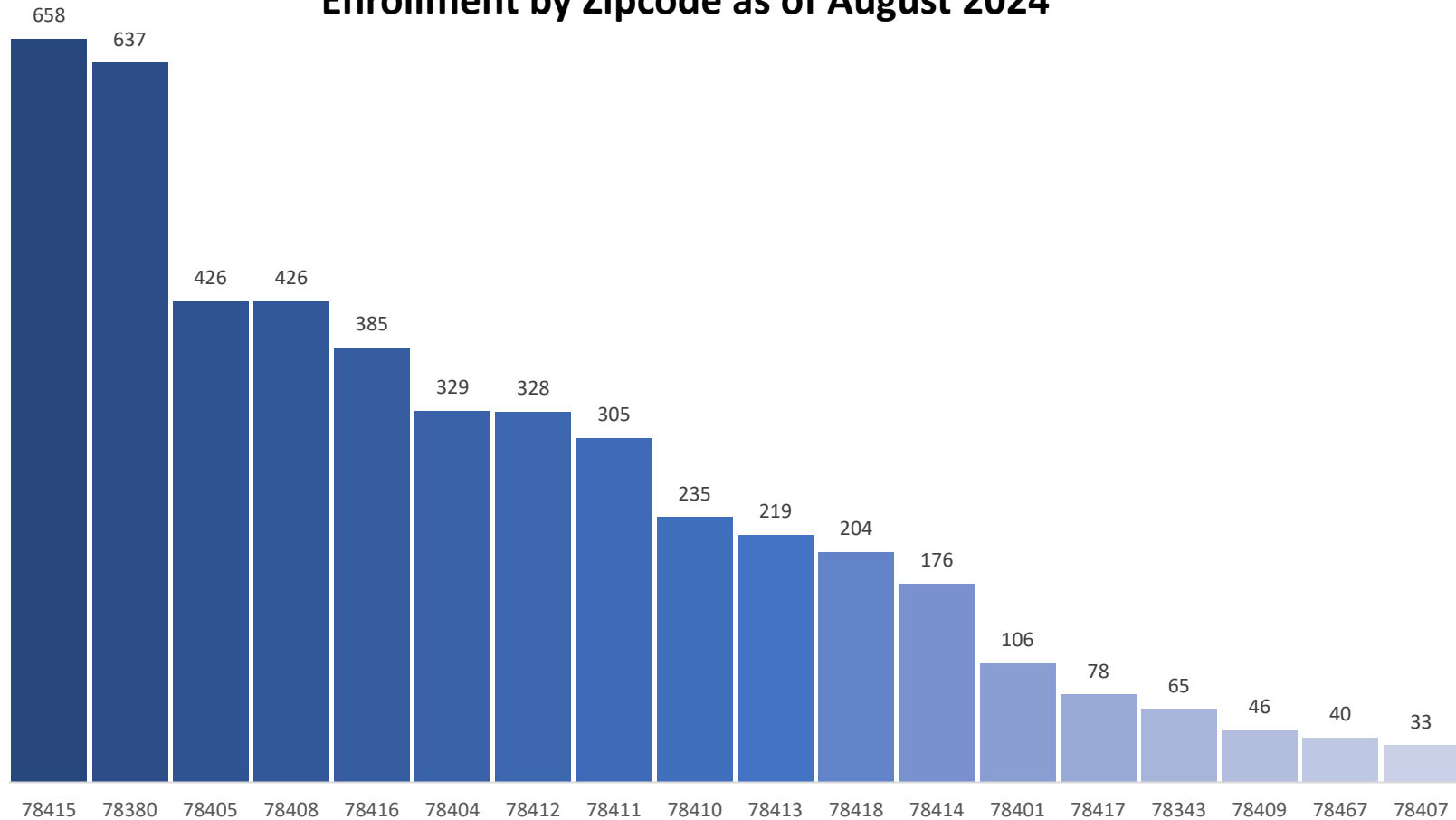
**Annual Comparative Enrollment Report
Calendar Year 2024**

Month	Enrollment		Increase/(Decrease)	
	2024	2023	%	Enrollees
Jan	4,684	4,912	-4.64%	-228
Feb	4,758	4,863	-2.16%	-105
Mar	4,738	4,875	-2.81%	-137
Apr	4,767	4,768	-0.02%	-1
May	4,782	4,787	-0.10%	-5
Jun	4,754	4,760	-0.13%	-6
Jul	4,823	4,742	1.71%	81
Aug	4,832	4,729	2.18%	103
Sep				
Oct				
Nov				
Dec				



Nueces County Hospital District

Enrollment by Zipcode as of August 2024



**Nueces County Hospital District
Enrollment by Zip Code
As of 8/31/2024**

Zip Code	Description	Members	% to Total
78415	CC:FM 665 to CR 61 to County Line to Weber & Crosstown	658	14%
78380	Robstown	637	13%
78405	CC:19th to Port Ave to Agnes, includes HPG	426	9%
78408	CC:Hwy 358 to Lipan Between I-37 & Agnes	426	9%
78416	CC:Hwy 358 to Old Brownsville to Tarlton to Weber, includes Molina	385	8%
78404	CC:Six Points	329	7%
78412	CC:Airline to Hwy 358 to Ennis Joslin to Ocean Drive	328	7%
78411	CC:Ocean Drive to So Staples to Hwy 358 to Weber to Kostoryz	305	6%
78410	CC:Annville and Calallen	235	5%
78413	CC:Weber to Holly rd to So Staples to Oso Pkwy	219	5%
78418	CC:Flour Bluff	204	4%
78414	CC:So Staples to Holly Rd to Cayo Del Oso to Oso Creek	176	4%
78401	CC:Downtown and Cargo Docks	106	2%
78417	CC:Old Brownsville to Ayers to Saratoga	78	2%
78343	Bishop + FM 665 to CR 107 W to CR 57E	65	1%
78409	CC:Hwy 44 to Up River Rd to Rand Morgan E to Hwy 358	46	1%
78467	CC: Leopard St Between S. Staples and Sam Rankin	40	1%
78407	CC: I-37 Up River Rd to South Port Ave to Joe Fulton Corridor	33	1%
	Subtotal	4,696	97%
	Total	4,832	

Nueces County Hospital District
 Combined Balance Sheet - All Fund Types & Account Groups
 As of 08/31/2024
 (In Whole Numbers)

	General Fund	Special Revenue Fund	Trust Fund	General Fixed Assets	General Long Term Debt	TOTAL
Assets						
Cash & Cash Equivalents	70,265,636 *	32,668,223	47,794	0	0	102,981,654
Investments	11,706,143	26,399,317	0	0	0	38,105,460
Accrued Interest	0	135,779	209	0	0	135,989
Taxes Receivable, Net of Allowance	1,343,017	0	0	0	0	1,343,017
Other Receivables	0	0	0	0	0	0
Due from Other Funds	33,390	2,277,014	0	0	0	2,310,404
Prepaid Expenditures	68,974	0	0	0	0	68,974
Restricted Cash & Cash Equivalents - LPPF	15,620,334	0	0	0	0	15,620,334
Fixed Assets	0	0	0	14,174,082	0	14,174,082
Amt to be Provided for Retirement of LT Debt	0	0	0	0	105,708	105,708
Total Assets	99,037,494	61,480,333	48,004	14,174,082	105,708	174,845,621
Liabilities						
Accounts Payable	3,872,349	0	0	0	0	3,872,349
Accrued Payroll & Related Liabilities	311,391	0	0	0	0	311,391
Intergovernmental Transfer Obligations	15,620,334	0	0	0	0	15,620,334
Due to Other Funds	2,277,014	16,320	17,070	0	0	2,310,404
Deferred Revenue	1,343,017	0	0	0	0	1,343,017
Long Term Paid Time Off	0	0	0	0	105,708	105,708
Total Liabilities	23,424,105	16,320	17,070	0	105,708	23,563,203
Fund Equity						
Fund Balance	49,722,799	0	30,934	14,174,082	0	63,927,814
Committed to:						
Intergovernmental Transfers	25,890,590	0	0	0	0	25,890,590
Indigent Care	0	59,185,224	0	0	0	59,185,224
Assigned to:						
County Health Care	0	1,775	0	0	0	1,775
Opitoid Remediation	0	2,277,014	0	0	0	2,277,014
Total Fund Equity	75,613,389	61,464,014	30,934	14,174,082	0	151,282,418
Total Liabilities & Fund Equity	99,037,494	61,480,333	48,004	14,174,082	105,708	174,845,621

UNAUDITED

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
General Fund
From 8/1/2024 Through 8/31/2024
(In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Revenues		
Taxes	151,520	37,867,407
Penalties & Interest - Taxes	32,999	378,628
Spohn Corporate Member Revenue	13,496,260	119,568,668
Investment Income	366,423	4,063,694
Other Income	50	656,605
Total Revenues	<u>14,047,253</u>	<u>162,535,002</u>
Current Expenditures		
Intergovernmental Transfers	9,094,436	125,509,622
County Healthcare Funding	1,022,332	10,904,010
Salaries	198,226	1,655,445
Benefits	73,807	708,367
Legal & Professional Fees	64,048	732,454
Purchased Services	73,958	1,058,137
Supplies & Materials	1,340	16,847
Rent & Leases	11,928	130,596
Repairs & Maintenance	0	1,236
Utilities	5,766	40,157
Insurance	2,292	23,825
Administrative & General	12,045	74,449
Capital Outlay	0	3,388
Total Current Expenditures	<u>10,560,179</u>	<u>140,858,532</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>3,487,075</u>	<u>21,676,471</u>
Other Financing Sources & Uses		
Operating Transfers In	<u>0</u>	<u>(722,000)</u>
Total Other Financing Sources & Uses	<u>0</u>	<u>(722,000)</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>3,487,075</u>	<u>22,398,471</u>
Fund Balance, Beginning of Year		53,214,918
FUND BALANCE, END OF YEAR		<u>75,613,389</u>

Nueces County Hospital District
 Statement of Revenues and Expenditures - All Governmental and Trust Funds
 Special Revenue Fund
 From 8/1/2024 Through 8/31/2024
 (In Whole Numbers)

	Current Period Actual	Current Year Actual
Revenues		
Investment Income	222,501	2,097,569
Tobacco Settlement Proceeds	0	717,243
Opioid Settlement Proceeds	2,277,014	2,277,014
Total Revenues	2,499,515	5,091,826
Current Expenditures		
Legal & Professional Fees	0	13,018
Total Current Expenditures	0	13,018
Excess of Revenues Over Expenditures Before Sources/Uses	2,499,515	5,078,808
Other Financing Sources & Uses		
Operating Transfers Out	0	722,000
Total Other Financing Sources & Uses	0	722,000
Excess of Revenues Over Expenditures After Sources & Uses	2,499,515	4,356,808
Fund Balance, Beginning of Year		57,107,206
FUND BALANCE, END OF YEAR		61,464,014

UNAUDITED

Nueces County Hospital District
Statement of Revenues and Expenditures - All Governmental and Trust Funds
Trust Fund
From 8/1/2024 Through 8/31/2024
(In Whole Numbers)

	<u>Current Period Actual</u>	<u>Current Year Actual</u>
Revenues		
Investment Income	<u>209</u>	<u>2,284</u>
Total Revenues	<u>209</u>	<u>2,284</u>
Current Expenditures		
Benefits	<u>603</u>	<u>14,333</u>
Administrative & General	<u>20</u>	<u>1,435</u>
Total Current Expenditures	<u>623</u>	<u>15,769</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>(413)</u>	<u>(13,484)</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>(413)</u>	<u>(13,484)</u>
Fund Balance, Beginning of Year		44,418
FUND BALANCE, END OF YEAR		<u><u>30,934</u></u>

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
General Fund
From 8/1/2024 Through 8/31/2024
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Taxes	151,520	0	151,520	37,867,407	37,202,546	664,861
Penalties & Interest - Taxes	32,999	52,695	(19,696)	378,628	342,338	36,290
Spohn Corporate Member Revenue	13,496,260	9,562,500	3,933,760	119,568,668	105,187,500	14,381,168
Investment Income	366,423	53,764	312,659	4,063,694	817,393	3,246,301
Other Income	50	0	50	656,605	150,000	506,605
Total Revenues	14,047,253	9,668,959	4,378,294	162,535,002	143,699,777	18,835,225
Current Expenditures						
Intergovernmental Transfers	9,094,436	22,205,790	13,111,354	125,509,622	118,156,402	(7,353,220)
County Healthcare Funding	1,022,332	1,031,648	9,316	10,904,010	11,583,142	679,132
Salaries	198,226	149,836	(48,390)	1,655,445	1,710,202	54,757
Benefits	73,807	79,258	5,451	708,367	754,468	46,101
Legal & Professional Fees	64,048	97,416	33,368	732,454	1,071,584	339,130
Purchased Services	73,958	91,555	17,597	1,058,137	1,293,127	234,990
Supplies & Materials	1,340	1,916	576	16,847	21,088	4,241
Rent & Leases	11,928	12,667	739	130,596	139,341	8,745
Repairs & Maintenance	0	834	834	1,236	9,174	7,938
Utilities	5,766	4,833	(933)	40,157	53,171	13,014
Insurance	2,292	2,824	532	23,825	31,076	7,251
Administrative & General	12,045	38,226	26,181	74,449	420,502	346,053
Capital Outlay	0	0	0	3,388	10,224,000	10,220,612
Extraordinary	0	417	417	0	4,587	4,587
Total Current Expenditures	10,560,179	23,717,220	13,157,041	140,858,532	145,471,864	4,613,332
Excess of Revenues Over Expenditures Before Sources/Uses	3,487,075	(14,048,261)	17,535,336	21,676,471	(1,772,087)	23,448,558
Other Financing Sources & Uses						
Operating Transfers In	0	0	0	(722,000)	(650,000)	72,000
Total Other Financing Sources & Uses	0	0	0	(722,000)	(650,000)	72,000
Excess of Revenues Over Expenditures After Sources & Uses	3,487,075	(14,048,261)	17,535,336	22,398,471	(1,122,087)	23,520,558
Fund Balance, Beginning of Year				53,214,918	0	53,214,918
FUND BALANCE, END OF YEAR				75,613,389	(1,122,087)	76,735,476

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
Tobacco Settlement Fund
From 8/1/2024 Through 8/31/2024
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Investment Income	8	0	8	4,388	0	4,388
Tobacco Settlement Proceeds	0	0	0	717,243	650,000	67,243
Total Revenues	8	0	8	721,631	650,000	71,631
Excess of Revenues Over Expenditures Before Sources/Uses	8	0	8	721,631	650,000	71,631
Other Financing Sources & Uses						
Operating Transfers Out	0	0	0	722,000	650,000	(72,000)
Total Other Financing Sources & Uses	0	0	0	722,000	650,000	(72,000)
Excess of Revenues Over Expenditures After Sources & Uses	8	0	8	(369)	0	(369)
Fund Balance, Beginning of Year				2,144	0	2,144
FUND BALANCE, END OF YEAR				1,775	0	1,775

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
Opioid Settlement Fund
From 8/1/2024 Through 8/31/2024
(In Whole Numbers)

UNAUDITED

	<u>Current Period Actual</u>	<u>Current Period Budget</u>	<u>Current Period Budget Variance</u>	<u>Current Year Actual</u>	<u>YTD Budget</u>	<u>YTD Budget Variance</u>
Revenues						
Opioid Settlement Proceeds	<u>2,277,014</u>	<u>0</u>	<u>2,277,014</u>	<u>2,277,014</u>	<u>0</u>	<u>2,277,014</u>
Total Revenues	<u>2,277,014</u>	<u>0</u>	<u>2,277,014</u>	<u>2,277,014</u>	<u>0</u>	<u>2,277,014</u>
Excess of Revenues Over Expenditures Before Sources/Uses	<u>2,277,014</u>	<u>0</u>	<u>2,277,014</u>	<u>2,277,014</u>	<u>0</u>	<u>2,277,014</u>
Excess of Revenues Over Expenditures After Sources & Uses	<u>2,277,014</u>	<u>0</u>	<u>2,277,014</u>	<u>2,277,014</u>	<u>0</u>	<u>2,277,014</u>
FUND BALANCE, END OF YEAR				<u><u>2,277,014</u></u>	<u><u>0</u></u>	<u><u>2,277,014</u></u>

Nueces County Hospital District
Statement of Revenues and Expenditures - Actual v. Budget
Indigent Care Fund
From 8/1/2024 Through 8/31/2024
(In Whole Numbers)

UNAUDITED

	Current Period Actual	Current Period Budget	Current Period Budget Variance	Current Year Actual	YTD Budget	YTD Budget Variance
Revenues						
Investment Income	222,493	73,310	149,183	2,093,181	801,398	1,291,783
Total Revenues	222,493	73,310	149,183	2,093,181	801,398	1,291,783
Current Expenditures						
Legal & Professional Fees	0	0	0	13,018	0	(13,018)
Total Current Expenditures	0	0	0	13,018	0	(13,018)
Excess of Revenues Over Expenditures Before Sources/Uses	222,493	73,310	149,183	2,080,163	801,398	1,278,765
Excess of Revenues Over Expenditures After Sources & Uses	222,493	73,310	149,183	2,080,163	801,398	1,278,765
Fund Balance, Beginning of Year				57,105,061	0	57,105,061
FUND BALANCE, END OF YEAR				59,185,224	801,398	58,383,826

Compare Results

Old File:

**NCHD 89th Session Legislative Agenda Draft
08.21.2024.pdf**

1 page (134 KB)
9/19/2024 5:48:28 PM

versus

New File:

**NCHD 89th Session Legislative Agenda Draft
09.24.2024.pdf**

1 page (137 KB)
9/19/2024 5:48:52 PM

Total Changes

17

Content

11 Replacements
3 Insertions
3 Deletions

Styling and Annotations

0 Styling
0 Annotations

[Go to First Change \(page 1\)](#)

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NUECES COUNTY HOSPITAL DISTRICT Agenda for 89th Texas Legislative Session

September 24, 2024

- 1) Investment in Graduate Medical Education (GME) residency programs training:
 - a) Texas Higher Education Coordinating Board:
 - i) Achieve State's goal of 1.1-to-1 ratio of Texas residency positions to medical school graduates.
 - (a) Establish funding for existing training slots.
 - (b) Increase funding for new training slots.
 - (c) Incentivize opening of new training slots.
 - b) Health and Human Services Commission:
 - i) Increase Medicaid GME supplemental payments:
 - (a) For non-government-owned teaching hospitals.
 - (b) Per slot increase.
 - (c) Recover additional costs of existing slots.
- 2) Increase number of law enforcement officers with specialized crisis intervention training:
 - a) Mental Health Deputy:
 - i) Acquire NCHD authority to operate mental health deputy program through hiring/contracting of already-commissioned peace officers.
 - b) Commissioned Peace Officers:
 - i) Amend Health & Safety 281.057 and 2.12 Code of Criminal Procedure:
 - a. Add NCHD as additional hospital district with authority to hire peace officers.
 - b. Add NCHD-specific language permitting NCHD-commissioned peace officers' authority to additionally:
 - (a) Perform mental health deputy duties within the District.
 - (b) Establish and participate in Crisis Intervention Teams within the District.
 - (c) Establish and participate in Crisis Intervention Teams within the District with Local Mental Health Authority in Extended Mobile Crisis Outreach Teams.
- 3) Establish regional state-supported facilities for mental health issues in Nueces County for the following:
 - a) Adults
 - b) Children
 - c) People involved with the justice system.
- 4) Reduce deficit of essential medical specialties in Nueces County.
 - a) Create categories of "essential medical specialties" for Texas counties.
 - a. Create "startup" benefits for physicians and mid-level providers to practice in each category.
 - (a) Reduce loan obligations.
 - (b) Discount malpractice premiums.
 - (c) Create malpractice limitations.
 - (d) Provide malpractice immunities.
 - (e) Guarantee or subsidize incomes.
 - (f) Subsidize housing.

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NUECES COUNTY HOSPITAL DISTRICT Agenda for 89th Texas Legislative Session

September 24, 2024

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 - (f) Subsidize housing.

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Nueces County Hospital District

Nueces County Hospital District

Board of Managers

Indigent Health Care Software Modernization Project

Prepared For:

NCHD

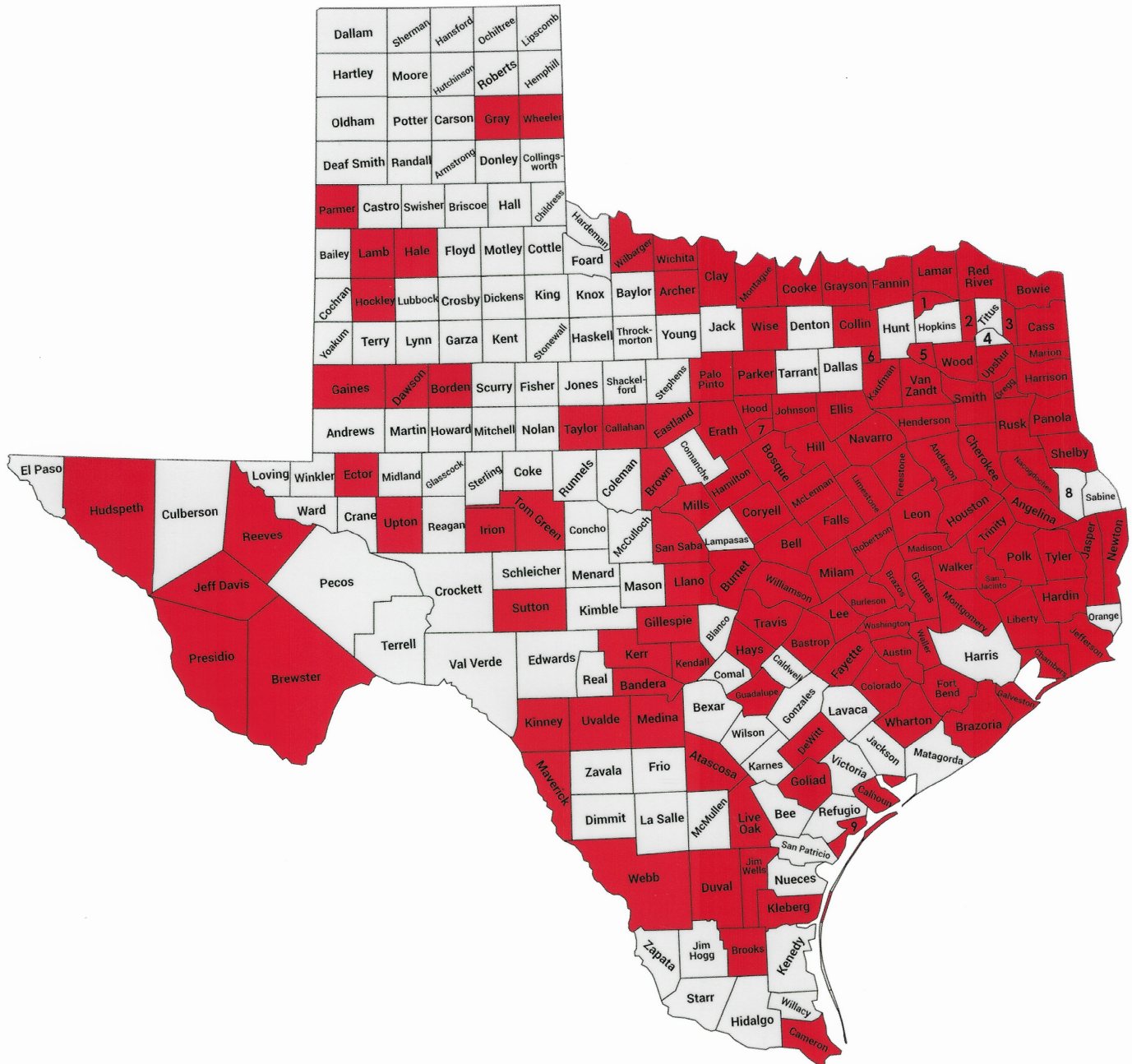
Presented By:

Indigent Healthcare Solutions

September 24, 2024

IHS
INDIGENT HEALTHCARE SOLUTIONS

IHS Customers



IHS

INDIGENT HEALTHCARE SOLUTIONS

An intuitive, comprehensive software **solution** developed exclusively for health care assistance programs by a company known for world-class support.



The #1 Software in
Indigent Health
Care Offices 50

Indigent Health and Medical Assistance Programs

IHS is a Complete Software Solution



- The IHS software is tailored to your unique needs.
 - Your local and state forms can be integrated into the dynamic IHS software suite.
 - Determine client eligibility based on state and local guidelines.
 - Evaluate client rolls and perform case management functions.
 - Ensure you pay only the rates that you are required to pay.
 - Produce summary, detail, and graphic reports with the click of a button.
-

IHS is Easy to Use



- Our software is browser-based and is intuitive for anyone that uses the internet.
 - New user training is performed in person and on-site in your office.
 - We do not rest after the software is installed. Our commitment to customer service demands that we are available by phone and email 24 hours a day.
 - Self-study training videos are produced with each software update.
 - IHS organizes conferences for each new release of the software as well as in-person and web training sessions throughout the year.
-

IHS is a Trusted Provider



- Over 200 County offices across the nation trust IHS and our software.
- IHS has a 20+ year track record of providing dependable software solutions to local entities & county governments.
- IHS Software is guaranteed secure and HIPAA Compliant.
- IHS has been rated with 100% Customer Satisfaction for 8 consecutive years.

Features Overview:

- Direct 24/7 Customer Support
- An experienced service team with the tools to ensure that your needs are met
- No up-front money required and no long-term commitment
- Ability for clients to apply online via computer or mobile device
- Integrated client eligibility determination based on your standards
- Ability to calculate payment rates based on Medicaid, Medicare, or local standards
- Fully integrated and updated CPT® codes, ICD-10® diagnosis codes, and NDC drug codes
- Program customization that allows flexibility to meet your specific needs
- Integrated rules for timely filing limits
- Electronic generation of state and local forms
- Real-time client expense tracking and alerts
- Real-time budget tracking
- Dynamic notes section for clients, providers, and payments
- Numerous client reports including Active Client Rosters & Termination Lists
- Numerous invoice reports including Provider Explanation of Benefits (EOB)
- Numerous administrative level reports including Trends Reports and Utilization Reports
- Robust reporting functions with Microsoft Excel™ compatibility
- Client screening and appointment scheduling for each caseworker
- Ability to interface with many existing Pharmacy Benefit Management (PBM) companies
- Secure webserver that allows you access from anywhere via the Internet
- Release-based updates driven by feedback from those that know best – our users
- Fully documented software with readily accessible, full training videos
- HIPAA Compliant

Optional features include:

- Seamless imaging system that allows electronic file storage for clients, providers and bills
- Medicaid PowerSearch to seek out clients who are on any of Medicaid's 150+ programs
- Ability to interface with many existing financial systems used by county auditors, treasurers, or finance departments
- SMS Text Alerts for Client Appointment Reminders

IHS

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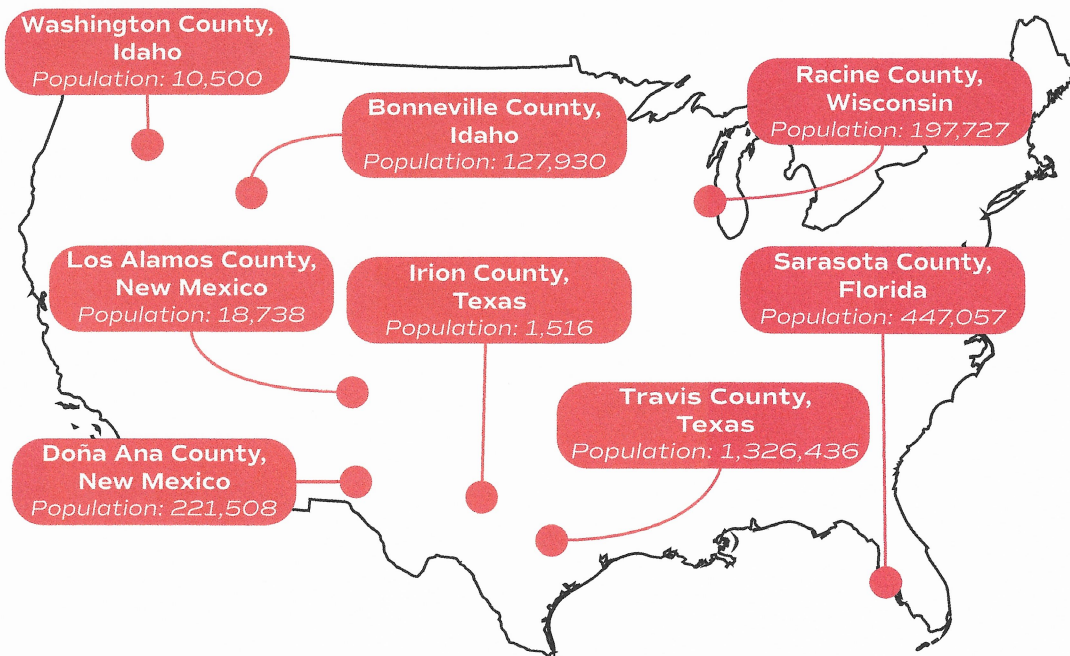


www.ihsoftware.com



facebook.com/IHSoftware

Different Counties, Different Sizes Same Solution



County Health Offices:

IHS is the #1 software in America for county health service & indigent offices.

- We use your local guidelines to determine client eligibility.
- Your local forms and letters are seamlessly generated by the software.
- Local and state formularies are integrated into our bill payment software.
- The IHS software features built-in client and financial reports as well as the ability to generate local and custom reports.

Sheriff's Offices & County Jails:

IHS saves sheriffs' offices millions each month on inmate medical claims.

- IHS saved counties over **\$122 million** last year on inmate medical bills.
- Over 200 counties and sheriff offices use the IHS software to reprice claims.
- You can easily track county spending and your savings through a variety of summary, detailed and graphic reports.

IHS

Historical Perspective
Nueces County Hospital District
And
Indigent Healthcare Solutions

- Indigent Healthcare Solutions (IHS) and the Nueces County Hospital District (NCHD) began informal talks pre-COVID.
- After COVID, Indigent Healthcare Solutions and the Nueces County Hospital District began talking at the 2023 Texas Indigent Health Care Association (TIHCA) Conference in Corpus Christi.
- In preparation for a presentation of the IHS software, IHS representatives spent time shadowing NCHD employees to see if there was a mutual “fit” of how the district operated and the IHS software.
- A software demonstration was presented in December 2023.
- Additional visits were made to the district to understand processes unique to NCHD.
- Without a contract or commitment from the district, IHS made software modifications / customizations to demonstrate to the district our ability to serve the district’s requirements.
- Agreements being considered by the district were vetted by Mrs. Guerra.
- Discussions were held with your IT department to understand data conversion issues.
- Tonight, we are here to answer any questions you may have as you consider allowing IHS to serve NCHD.

Current Limitations Of Legacy Software Being Used By The District

- The current software is “stale”. It is an “old version” which is no longer being kept current.
- There are numerous disjointed processes consisting of multiple software programs with individual logins and passwords for each.
- Instead of having a report generator interfaced directly with the software, Crystal Reports is a third-party software application which is used to process various reports and forms for the database. This causes limitations when trying to data mine information.
- The current process requires the manual adding and updating of medical billing codes and various fee schedules.
- The payment codes and formularies are out of date.
- The legacy software provider is unresponsive to the district’s needs.
- The age of the legacy software requires the district to use an outdated and unsupported / unsecure internet browser. The IT Department indicates it is “a struggle” to support and is a security risk.
- There are many time-intensive manual processes employed as workarounds in areas such as denying claims, changing patient status, etc.

Highlighted Features Of The Software Being Considered By The District

- Indigent Healthcare Solutions (**IHS**) is a Texas company based in Conroe, Texas since 2001.
- The IHS Software has been designed specifically for Texas county indigent programs and hospital districts in Texas.
- Currently, over 180 Texas counties, hospital districts, and public hospitals license the IHS software. We serve Texas customers with populations of less than one thousand to well over a million citizens. We also serve counties in New Mexico, Florida, Wisconsin, and Idaho.
- Both our Chief Software Designer (Keith Eley) and our Director of Customer Support (Chris Wilson) were born and raised in Corpus Christi. Keith also graduated from Texas A&M Corpus Christi.
- Our business model is unique in that IHS does not require any money upfront from the district.
- Our software is user-friendly with an intuitive user interface.
- Our solution includes integrated document scanning for a true electronic record.
- The IHS Provider Pipeline provides real-time eligibility status information for your providers.
- The IHS Application Portal allows applicants to submit applications to the district remotely. They can create their own passwords and upload their documents.
- The district will be able to send mass text messages to its clients notifying them when their coverage will expire, appointment reminders, or office closures.
- Our software supports many secure internet browsers.
- IHS provides a wide array of reports and custom ad-hoc reporting capabilities. All reports and forms are fully integrated into our software (we do not use third-party solutions).
- Our software provides a complete audit trail of reports, forms, and letters produced to eligible customers.
- Medical billing codes and payment formularies are updated automatically ensuring the district is always paying medical bills accurately.
- Our release-based software continues to evolve with enhancements and bug fixes at no additional charge.
- IHS provides responsive 24/7 customer service.

Specifics Of The Software License Agreement Being Considered By The District

- Term of the agreement is 2 years, beginning in November 2024¹.
- No money is paid to IHS upfront upon approval of this agreement.
- This is a monthly software license agreement based on the number of concurrent user licenses which is 16.
- This includes document scanning, Provider Pipeline, Client Portal and SMS Texting to clients.
- The data remains the property of the district and IHS cannot use the data in any way.
- The total monthly cost of the software license will be \$4,944.00.

¹ Presumes IHS has the data to be converted.

**Nueces County Hospital District
Software Costs Analysis
December 2023**

EZ Cap Required Update Costs

-Server Upgrade - Nov 23 Cost	\$	108,000.00
-PC Upgrades - Nov 23 Cost		19,356.00
-Estimated EZ Cap Upgrade Costs		7,500.00
EZ Cap Upgrade Costs	\$	134,856.00

Current EZ Cap Annual Costs

EZ Cap Qtrly User Support/ Maintenance	11,332.48	\$	45,329.92	(Does not include CPT/ICD10 updates)
Scanning Per Month	782.00		9,384.00	
Current Total		\$	54,713.92	

IHS - 16 Licenses

		Month	Year
1st User License		\$ 945.00	\$ 11,340.00
Additional 13 CC Users	\$160/User	2,400.00	28,800.00
Subtotal - User License		\$ 3,345.00	\$ 40,140.00
CPT/ICD-10 Codes	\$14/User	224.00	2,688.00
Total License Fees		\$ 3,569.00	\$ 42,828.00

Additional Services:

Scanning within system	\$50/User	\$ 800.00	\$ 9,600.00
Text Messaging		50.00	600.00
Online Application Submission		275.00	3,300.00
Total Additional Services		\$ 1,125.00	\$ 13,500.00

Grand Total

\$ 4,694.00 \$ 56,328.00

PROFESSIONAL SERVICES AGREEMENT FOR
NON-EXCLUSIVE LICENSE

This **Professional Services Agreement** for a Non-Exclusive License (this “Agreement”) is by and between Indigent Healthcare Solutions with offices at 2040 N. Loop 336 W. Suite 304, Conroe, TX 77304 (the “**Company**”), and the Nueces County Hospital District, with offices at 555 N. Caranchaua Street, Suite 950, Corpus Christi, TX 78401 (“**Licensee**”). The Parties enter into this **Professional Services Agreement** for designated Licensee’s Departments’ access to and use of the Company software-as-a-service (“**SAAS**”) offerings described herein for a designated data processing system of the Licensee by specified Users, and for designated Services (defined below) to be provided by the Company, according to the terms and conditions specified in this Agreement. This Agreement has an effective date of 09/01/, 2024.

1.0 DEFINITIONS

- 1.01 “**Concurrent User**” means a User who is accessing and using a particular Department Service at the same time as one or more other Users authorized to access and use an authorized Department Service. “**Concurrent User Number**” means the maximum number of Users authorized to access and use a particular Department Service at any given time. The authorized Concurrent User Number for each Department Service is stated in **Exhibit 1**.
- 1.02 “**Department**” means a particular specifically identifiable sub-unit of the Licensee governmental entity, for example, a distinct department, division, or physical office of the Licensee; or an appointed or independently elected official (“**Government Official**”), or a distinct department, division or physical office operating under that Government Official and subject to that Government Official’s supervision or authority.
- 1.03 “**Department Services**” means the specific Service(s) that a particular Licensee Department is authorized to use or access under this Agreement. A Department may be authorized to use more than one Service, as specified in **Exhibit 1**.
- 1.04 “**Documentation**” means any manuals, instructions, or other documents or materials that the Company provides or makes available to Licensee in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 1.05 “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

- 1.06 “**Licensee**” means the Licensee governmental entity, including but not limited to the individual Licensee Departments specifically identified in **Exhibit 1** that are authorized by this Agreement to use the Services.
- 1.07 “**Licensee Data**” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Licensee by or through the Services or that incorporates or is derived from the processing of such information, data, or content by or through the Services.
- 1.08 “**Provider Materials**” means the Services, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by the Company in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include any information, data, or other content derived from Provider’s monitoring of Licensee’s access to or use of the Services, but do not include Licensee Data.
- 1.09 “**Provider Systems**” means the information technology infrastructure used by or on behalf of the Company in performing the Services, including all facilities, computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by the Company or through the use of third-party services.
- 1.10 “**Public Records Law**” means any applicable public open records law, or, as applicable, the Federal Freedom of Information Act (“FOIA”), 5 U.S.C. § 552, and the Texas Public Information Act, chapter 552 of the Texas Government Code.
- 1.11 “**Services**” means: (a) the SAAS offerings identified in **Exhibit 1** to this Agreement; (b) remote (cloud-based) hosting; (c) data backup, if any; (d) Special Services, if any; (e) maintenance, support, training; and orientation; (f) any other services provided by the Company under this Agreement; and (g) any and all enhancements, modifications, patches, upgrades, releases, developments, adaptations, and derivative works related thereto, no matter by whom developed, this does not include any item developed, adapted, or a derivate of Licensee.
- 1.12 “**Special Services**” is defined in Section 11.10.
- 1.13 “**User**” means a particular individual person that is authorized to use or access a particular Department Service under this Agreement. “**User Number**” shall mean, if specified in **Exhibit 1**, the total number of authorized Users for which Licensee has the right to permit access and use of a particular Department Service, not to exceed the permitted number of Concurrent Users authorized. Licensee shall provide a list of all authorized Users to the Company, updated from time to time as necessary to keep the Company advised of all authorized Users. The identification of all authorized Users shall be in a form and format

acceptable to the Company. Licensee has a continuing duty to update the Company regarding any changes to its authorized Users including, but not limited to the resignation, death, or termination of employment or services of any User.

2.0 LICENSE

2.01 Grant of License

The Company hereby grants Licensee a non-exclusive, non-sublicensable, non-transferable, limited, revocable license to use the Services identified in **Exhibit 1** during the Term solely for Licensee's internal use, subject to timely payment of all fees and charges specified. Each Licensee Department identified in **Exhibit 1** may use the Services authorized in **Exhibit 1** specifically for that Department, and none other; by no more than the number of Users authorized in **Exhibit 1** specifically for that Department for that Department Service; and by no more at any given time than the number of Concurrent Users authorized in **Exhibit 1** specifically for that Service and that Department. Each Licensee Department must use its identified Department Service(s) and related materials only in the regular course of its lawful business, within its usual governmental capacity without abuse, only at the sites and only on the networks and workstations or other equipment authorized, and in the manner contemplated by, and under the terms and conditions of, this Agreement. The Company hereby grants to Licensee a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.02 Users, Concurrent Users

Licensee has the right to permit access and use of the Service(s) by authorized Licensee Department employees who have been identified to the Company as authorized Users, up to the User Number specified in **Exhibit 1** for the applicable Service; *provided*, that no more than the authorized Concurrent User Number of Users may access or use the particular Service(s) at any given time.

2.03 Ownership of Services and Provider Materials; Right to Modify

Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services or Provider Materials whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services and Provider Materials are and shall remain vested in, and shall vest solely with, the Company. This Agreement does not create or transfer any right, title, or interest in or to the Services or any related materials in favor of Licensee or any third party. The Company reserves the right, in its sole discretion, to make any changes to the Services and Provider Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Company's services to its customers; (ii) the competitive strength of or market for the Company's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law. Company shall advise Licensee prior to making any changes to the Services and Provider Materials which alter the

representations or services, which Company represented to Licensee and /or is obligated to perform hereunder.

2.04 **No Alterations or Derivative Works**

This Agreement does not grant Licensee the right to knowingly make derivative works or otherwise alter, modify, or adapt the Services or related materials. Licensee may not itself, or by the actions of any third party, volunteer, or contractor (hereinafter referred to as “**Licensee’s Designee**”), inspect, work on, improve, reverse engineer, enhance, adapt, develop, or otherwise use or exploit any of the Services, Provider Materials or other Company Intellectual Property Rights (collectively “**Alterations**”) in any manner whatsoever not authorized expressly by this Agreement, without express written permission from the Company. Licensee shall not knowingly make any replacements or substitutions to the Services and other Provider Materials without the written consent of the Company. Any such replacements or substitutions, or any derivative works, in whole (or part if incomplete), shall become the exclusive property of the Company as of the time of their creation and be subject to this Agreement unless the Company otherwise agrees in writing. If knowingly Licensee or anyone acting on Licensee’s behalf, directly or indirectly, modifies the Services or other Provider Materials without the Company’s written consent, the Company’s obligation to provide maintenance and provide support, at the Company’s option, will terminate; and any warranty of functionality will be voided.

2.05 **Ownership of Alterations Including Derivative Works**

If necessary, Licensee may request Company’s consent to Alterations, including but not limited to Alterations that may constitute copyrightable or patentable derivative works, by Licensee or any Licensee’s Designee.

2.06 **No Removal of Proprietary Legends or Notices**

Licensee agrees not to remove or destroy any proprietary or confidential legends or markings (including but not limited to copyright or trademark notices) placed upon or contained within the Services, Documentation, and other Provider Materials.

2.07 **Licensee Data**

Licensee retains all rights in and to its Licensee Data. At the termination of this Agreement, or at any other time upon written request by Licensee and as a Special Service, the data will be exported by the Company to Licensee in a symbol-delimited ASCII format with an accompanying record layout, or in such other format appropriate for Licensee and which the Company is practically capable of producing and to which the Company agrees; provided, that use of such non-ASCII format does not infringe any Intellectual Property Rights of the Company or any third party.

If Licensee provides Licensee Data in a non-ASCII format, Licensee agrees it will pay for such programming, conversion, reformatting, manipulation, or other processing, as Special

Services pursuant to Section 11.10, at the Company's then-prevailing time and materials rates, including reasonable travel costs and per diem expenses. If requesting conversion of Licensee Data to a non-ASCII format, Licensee must specify in writing to the Company what data records Licensee desires to be converted, the format requested, and the media on which the converted data is requested to be written or recorded. The Company will be given an opportunity and reasonable time to present Licensee with a scope of work/proposal regarding such programming, conversion, reformatting, manipulation, or other processing of non-ASCII format Licensee Data which scope of work/proposal and pricing shall be approved in writing by Licensee prior to the Company beginning such Special Services.

NOTE: A symbol- or tab-delimited ASCII file would be provided upon normal termination without charge, but there would be a charge for any other format, or if any reformatting, processing, or other manipulation of such a file were requested by Licensee or Licensee's new provider.

If this Agreement has been terminated under Section 8.0 on the basis that funds have not been appropriated, the Company will have no obligation under this section or otherwise to provide any transfer or conversion assistance to Licensee unless and until Licensee (i) certifies in writing that funds are available for such services from current funding sources and (ii) Licensee commits in writing to pay the Company for such services from such current funding sources.

Licensee will be solely responsible for obtaining, and for the costs of, any applicable third-party licenses or consents, or for the costs of any additional equipment or software required by the Company, that may be needed to accomplish or permit the conversion of Licensee Data to the agreed export format and using the agreed media.

2.08 No Access by Unauthorized Persons or Entities

Licensee will not knowingly permit, and warrants to the Company it will not permit, the Services or other Provider Systems to be used, accessed, inspected, reviewed, or viewed either directly or indirectly by any unauthorized person or entity. Licensee will not knowingly provide copies of any reports or other output by the Provider Systems and Services to any person or entity not authorized to receive them under this Agreement, or to which Licensee is not otherwise required by applicable law to provide. This is a material condition of this Agreement.

2.09 No Sublicenses or Unauthorized Extensions of License

Licensee may not knowingly grant or extend, and warrants to the Company it will not knowingly grant or extend, sublicenses or other rights in or to the Services or other Provider Materials to others not authorized by this Agreement to receive them, including but not limited to Departments not expressly authorized in **Exhibit 1** to use the specific Service; or assign or transfer the License in whole or part, or any rights in or to the Service, to any unauthorized third party or to unauthorized Licensee Department or person. This is a

material condition of this Agreement.

3.0 LICENSEE FEES; INITIAL MIGRATION OF DATA

3.01 Fees.

The fees for this Agreement shall be the amounts specified in **Exhibit 1**, to be paid over the Term of this Agreement or otherwise as specified in **Exhibit 1**. Addition of (i) Users or Concurrent Users within a Department, (ii) Departments, (iii) Department Services, or (iv) increases in User Numbers or Concurrent User Numbers specific to a particular Department Service, must be agreed in writing by both Parties, and may result in additional fees, including fees for additional installations or authorizations, and increases in any annual or monthly fees, as specified by the Company.

3.02 Services

Subject to payment of stated fees by Licensee as specified in **Exhibit 1**, the Company will provide the Services specified in **Exhibit 1** and **Exhibit 2**, as those Exhibits may be amended in writing from time to time.

3.03 Initial Migration of Licensee Data to Provider Systems.

(a) Licensee is responsible, at its own cost, for providing the Company with Licensee's existing Licensee Data and any other data for which the Company services will be provided, in a format acceptable to the Company and which the Company is readily able to import into and use with Provider Systems ("**Acceptable Data Migration Format**"). An Acceptable Data Migration Format includes a corresponding record layout for the data.

(b) If Licensee Data is in the possession of a third party (e.g., a prior service provider other than the Company), Licensee is responsible for obtaining Licensee Data from the third party in an Acceptable Data Migration Format. All costs of and charges by the third party to provide Licensee Data in such a format will be borne fully by Licensee.

(c) Licensee's tender of its Licensee Data to the Company for initial installation into Provider Systems (the initial migration of Licensee Data), or other additional data tendered for input (including input by Licensee Users) (all being "**Tendered Data**"), will be Licensee's representation to the Company that the Tendered Data is validated by Licensee as being Licensee Data and that it is accurate for the purposes of the Company's provision of Services under this Agreement.

(d) The Company will not be responsible in any way for any errors in the Tendered Data provided by Licensee for either: (i) initial migration (including but not limited to inaccuracies in the data themselves and any errors arising from or traceable to formatting errors, failure to properly populate identified fields or to populate in formats other than those specified for the file, or other irregularities or inconsistencies) ("**Initial Data Errors**"), or in any later-tendered data ("**Later Data Errors**"), including any errors, inconsistencies, incompleteness, or other deficiencies of data reasonably traceable to such

Data Errors or other inadequacies of the Tendered Data or the format in which tendered, or (ii) errors, inconsistencies, incompleteness, or other deficiencies discovered by Licensee's independent auditors (“**Audit Errors**”, and along with Initial Data Errors and Later Data Errors, the “**Errors**”)) during any annual or special audit undertaken by or on behalf of Licensee.

(e) If any Tendered Data file provided by Licensee requires any Company conversion, manipulation, reformatting, verification, or other work or processing required for or convenient to installation of any Tendered Data and to use it in Provider Systems and Services (“**Data Conversion**”), including but not limited to correcting any Errors, that Data Conversion shall be a Special Service (see Section 11.10), for which, in addition to any other fees specified or authorized under this Agreement, Licensee shall pay the Company's reasonable costs and expenses, on a time-and-materials basis at the Company's then-prevailing rates, including reasonable travel costs and per diem expenses. The Company shall be entitled to fees for Data Conversion service provided whether or not Licensee re-tenders Licensee Data before completion of Data Conversion by the Company of previously tendered data. Further, Licensee acknowledges and agrees that Licensee shall be solely responsible for the costs and expenses of any third-party CPAs, consultants, and other experts engaged to resolve any Errors or other issues encountered by such Licensee including the time and expense of the Company incurred in engaging with such CPAs, consultants, and other experts.

(f) In practice, the process of successfully (and as accurately as possible) importing Licensee Data into Provider Systems may take several iterations. E.g., the third party previously storing Licensee Data (or Licensee, as the case may be) (“**Prior Data Holder**”) may provide a data output and associated record layout, but an initial data migration test (or full importation attempt by the Company) may show that adjustments or manipulations of the Prior Data Holder's output data file are required for successful importation. The Prior Data Holder's initial response to the Company's request for assistance, if provided, may or may not resolve the migration issues. If not, the process of attempting to obtain adjusted data files or other assistance from the Prior Data Holder may require multiple iterative attempts of this kind before a readable, usable, reliable import data file is obtained. Even then, the Company may be required to perform data import tests, data manipulations, and accuracy testing. Licensee recognizes that such iterations may be required and agrees to bear all costs for obtaining the assistance of the Prior Data Holder. If the Prior Data Holder does not fully cooperate, Licensee will bear the costs incurred by the Company to correct any data formatting errors, irregularities, or inaccuracies that must be made by the Company to effect successful migration of Licensee Data. Note that multiple iterations have a benefit, to provide Licensee the opportunity to validate Licensee Data for the Company.

4.0 TERM AND SURVIVAL

4.01 Term

This Agreement shall come into and be in effect as of the Effective Date and shall have the initial term specified in **Exhibit 2** to terminate at 11:59:59 p.m. on the last day of the specified initial term (“**Initial Term**” along with any Renewal Terms as defined below, the “**Term**”).

Unless otherwise specified in **Exhibit 2**, this Agreement shall automatically renew for successive Renewal Terms of duration equal to the Initial Term (“**Renewal Term**”) unless either party notifies the other in writing not later than ninety (90) days before the end of the Initial Term or the then-current Renewal Term, as applicable, either (a) that the Agreement shall terminate at the end of the said applicable Term instead of being renewed; or (b) requesting a Renewal Term of lesser duration, which request shall be subject to the agreement of the other Party, not to be unreasonably withheld, conditioned, or delayed; provided, however, that the total duration of this Agreement shall not exceed twenty-five (25) years or such other total duration as permitted from time to time under applicable law unless earlier terminated pursuant to Section 10.0.

4.02 Post-Expiration Assistance

Upon termination of this Agreement in part or in full by action of the terms herein, or upon action of the Parties as provided in this Agreement, unless otherwise provided in this Agreement including Section 10.0, the Company will assist in the transferal of the Licensee Data files in the possession of the Company according to the terms of this Agreement, as specified in Section 2.07.

Licensee will be responsible for reasonable Company fees, and for any costs or expenses incurred by the Company for such assistance, as Special Services (see Section 11.10), including but not limited to transferal or reformatting of data, at the Company’s then-prevailing rates for time and materials, and including any costs and expenses of associated travel, including reasonable per diem expenses.

4.03 Obligations Survive

Upon termination of this Agreement, all rights and obligations of the Parties shall cease, except that Licensee’s obligations regarding (i) confidentiality, including provisions regarding any Public Records Law; (ii) return, and warranty of complete return, of all Documentation and other Provider Materials received by Licensee during the term of this Agreement to the Company; (iii) venue, consent to suit, and choice of laws; (iv) payment of license fees, costs, and Taxes that were incurred prior to the date of termination or fees for post-expiration assistance by Company as specified in Section 4.02 herein ; (v) limitations of liability; and (vi) indemnity by Company shall survive termination of this Agreement, as well as any obligations to pay accrued fees or to reimburse costs or expenses to the Company incurred by Licensee prior to date of termination of this Agreement.

5.0 PAYMENTS

5.01 Payment Due Upon Invoice

All sums due hereunder shall be payable upon receipt by Licensee of a Company invoice. Timely payment in full of fees and other costs when due is a material obligation of Licensee. Payments are due within thirty (30) days of the date of a Company invoice unless otherwise expressly provided in **Exhibit 1**. Payments are deemed made when received by the Company. The terms of the Texas Prompt Payment Act shall apply to all invoices submitted.

5.02 Manner and Mode of Payment

All payments due hereunder shall be made in U.S. Dollars, and all payments shall be made to the Company at its address stated herein, or at such other address as the Company specifies in writing from time to time. Payment may be made by check drawn on a Licensee account, certified check, postal money order, or by wire transfer to an account of the Company's designation.

5.03 Taxes

In addition to the fees or other amounts due and payable under this Agreement, Licensee is responsible for and shall fully pay any and all local, state or federal sales, use, excise, privilege taxes, or other taxes and duties, tariffs, assessments or levies of any kind, however designated, assessed or levied, resulting from or related to this Agreement or any activities conducted hereunder, including attorney fees, and any interest, fines or penalties associated with or assessed for non-payment or late payment thereof (all collectively, "**Taxes**"). .

If Licensee is tax exempt, a copy of the tax-exempt certificate must be provided to the Company by Licensee.

6.0 CONFIDENTIALITY, NONDISCLOSURE, SECURITY

6.01 Confidentiality; Protection and Non-Disclosure

Licensee recognizes the Services and other Provider Materials are subject to the Company's Intellectual Property Rights and protected in part by three United States patents (US 9,558,163 B1 - US 9,558,288 B1 - US 9,514,107. B1); and recognizes and agrees that the Services and other Provider Materials related to them are: (i) considered by the Company to be trade secrets, (ii) provided to Licensee in confidence; and (iii) the exclusive and proprietary property and information of the Company. **Licensee represents and warrants** that it will not knowingly disclose Services or any other Provider Materials or any other Company confidential or proprietary information to any unauthorized person or entity, including but not limited to third parties or Departments or Users not expressly authorized by this Agreement, directly or indirectly, without express written authorization from the Company. In the event a request is made for Licensee to disclose Services,

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Documentation or other Provider Materials or information to a third party, Licensee promptly shall give written notice to the Company identifying the requesting persons or entities and, if known to Licensee, stating the reasons such requests have been made.

6.02 **Proprietary, Trade Secret Character of Provider Materials**

Licensee hereby expressly recognizes the proprietary and trade secret nature of the Services and Provider Materials, and expressly agrees as follows:

- (a) To use the Services and other Provider Materials solely at the place(s) of installation specified in this Agreement, and solely for the lawful business of Licensee.
- (b) To ensure that specific Department Services and other Provider Materials are used solely by the Department(s) expressly authorized to use them, and that no more than the authorized number of Department Users use or have access to the relevant Department Services(s) and, as applicable, that no more than the authorized Concurrent User Number of Users accesses or uses the Department Service(s) at any given time;
- (c) To knowingly make no unauthorized copies of the Provider Materials, or any component or portion thereof, by any means for any purpose whatsoever, without prior written consent of the Company;
- (d) To knowingly make no unauthorized dissemination of the Documentation or other Provider Materials or any parts thereof;
- (e) To instruct Licensee's Government Officials, employees, officers, agents or representatives, or any others, having access to the Services or other Provider Materials that they may not copy or disseminate the Provider Materials, in part or in whole, to unauthorized persons or entities, including to unauthorized Licensee Departments and personnel; that they may not provide access to the Services or other Provider Materials to any unauthorized person or entity, including to unauthorized Licensee Departments and personnel; and to require compliance with these instructions as a condition of employment;
- (f) To effect security measures, adequate to reasonably safeguard the Services and other Provider Materials from unauthorized use or access by persons other than Licensee's employees authorized to use the Services for Licensee's own requirements; and

- (g) To knowingly reproduce the Company’s copyright, trademark, patent notices, or other marks, and any other embedded proprietary or confidentiality notices or marks, on all materials related to or part of the Services and other Provider Materials on which the Company displays, or in which are embedded or written, such notices or marks, including on any copies made pursuant to this Agreement.

6.03 No Unauthorized Copying, Modification, Dissemination

Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer, or distribute the Services or other Provider Materials, or knowingly allow any other person to do so in any way or manner, without the prior written authorization of the Company.

6.04 Public Records Law

Licensee and its Departments shall immediately inform the Company in writing (which may include transmission by facsimile or electronic mail) of any request under a Public Records Law for inspection or copying of any source code, software applications, Company documentation or other items protected by the Company’s Intellectual Property Rights, in whole or part so that Company has notice of the Public Information Request received by Licensee and Company may assert an exception to the release of such information requested to be released. Release of information by Licensee shall be in accordance with the Public Information Act under Chapter 552 of the Texas Government Code.

6.05 Compliance with Privacy Laws including HIPAA

Licensee is responsible that its networks, databases, and other records; its workstations or other computers or equipment of any kind used by Licensee staff or others to access, send, receive, print, write or record, manipulate, store, backup, restore, or otherwise use (collectively hereinafter “**Access**”) individually identifiable personal information, or other protected private information no matter how denoted (e.g., personally identifiable information, protected personal information, protected healthcare information records, protected healthcare information, individually identifiable healthcare information, etc.); its security and security procedures and controls, and Access and authorization procedures and controls; and any other relevant Licensee functions or procedures concerning such data or Access thereto, are compliant with applicable federal, state and local law, regulatory rules and guidelines regarding the handling, confidentiality or privacy of such information, as those laws and regulations may be amended from time to time including any successor laws or regulations (“**Privacy Laws**”). This scope of this provision includes, but is not limited to, Licensee compliance with the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), and all applicable regulatory rules or guidelines implementing HIPAA (“**HIPAA Regulations**”) (collectively, “**HIPAA**” unless otherwise stated), as the statute or such regulatory rules or guidelines may be amended from time to time, and including any successor statutes or regulatory rules or guidelines, regarding Licensee’s

handling of protected health information, also sometimes referred to as individually identifiable health information).

The Company is providing the Services on an “as is” basis with respect to the handling of such confidential Licensee Data. If additional equipment, software or other programming beyond the Services’ “as is” status, or procedures are required so that the data processing services provided by the Company hereunder for the Licensee may achieve compliance with Privacy Laws, considering Licensee’s network, operating systems, and equipment, and their configuration, deployment and other characteristics, Licensee’s program, applications and data access practices and procedures, staffing, access, and other security rules and procedures, or other relevant factors, comply with applicable Privacy Laws, Licensee shall be responsible for the costs of achieving compliance by the Company, as Special Services pursuant to Section 11.10, on a time and materials basis at the Company’ then-prevailing rates, and costs and expenses of any associated the Company travel, including reasonable per diem expenses.

The Company’s compliance with written requests by Licensee for reports of any type covered by HIPAA or other Privacy Laws, including their implementing rules and regulations, whether through a Public Records Law or otherwise, shall be considered a Special Service and costs of compliance by the Company will be charged to the Licensee on a time and materials basis at the Company’ then-prevailing rates.

7.0 LIMITED LIABILITY; DISCLAIMER OF WARRANTIES; FORCE MAJEURE; INDEMNITY

7.01 LIMITATION OF LIABILITY

THE COMPANY’S LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER RELATED TO THIS AGREEMENT OR ANY ACTIVITIES ARISING IN OR RELATED TO ITS PERFORMANCE, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE STRICTLY AND UNCONDITIONALLY LIMITED TO, AND NOT TO EXCEED, THE FEES, COSTS, AND EXPENSES PAID OR REIMBURSED TO THE COMPANY BY LICENSEE UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEEDING SUCH EVENT. IN NO EVENT WILL THE COMPANY BE LIABLE TO LICENSEE FOR ANY LOST PROFITS OR REVENUES, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATON HEREBY, FOR LOSS OR INTERRUPTION OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS ACTIVITIES, OR FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS ANTICIPATED BASED ON USE OF THE SERVICE(S), OR FOR PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THE COMPANY HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM ASSERTED AGAINST OR BY ANY OTHER PARTY, IN CONNECTION WITH THE DELIVERY, INSTALLATION,

ACCESS TO, TESTING, USE, PERFORMANCE OR NONPERFORMANCE OF THE SERVICES AND OTHER PROVIDER MATERIALS, OR THE ACT OR FAILURE TO ACT OF THE COMPANY, OR OTHERWISE ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS AGREEMENT. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO THIRD PARTY CLAIMS AGAINST THE COMPANY, OR AGAINST LICENSEE FOR USE OF THE SERVICES AS PERMITTED BY AND IN COMPLIANCE WITH THE TERMS OF THIS AGREEMENT, FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, EXCEPT AS SET FORTH IN SECTION 7.03(F).

7.02 **LIMITED WARRANTY/DISCLAIMER OF ADDITIONAL WARRANTIES**

THE COMPANY PROVIDES THE SERVICES AND OTHER PROVIDER MATERIALS TO LICENSEE WITH ONLY A LIMITED WARRANTY, NAMELY, THAT THE SERVICES WILL HAVE THE FUNCTIONALITY DESCRIBED IN THIS AGREEMENT. BEYOND THAT LIMITED WARRANTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE SERVICES, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES OR OTHER PROVIDER MATERIALS WILL ALWAYS BE ACCURATE, UNINTERRUPTED, OR ERROR FREE. NO ADVICE OR REPRESENTATIONS BY THE COMPANY OR ITS PERSONNEL SHALL CREATE ANY SUCH WARRANTY. THE COMPANY DOES NOT WARRANT THAT ANY PROVIDER SYSTEMS USED TO RUN OR ACCESS THE SERVICES OR OTHER PROVIDER MATERIALS, OR THE DATA USED TO GENERATE REPORTS, OR THE REPORTS GENERATED, WILL BE AT ALL TIMES FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. LICENSEE IS SOLELY RESPONSIBLE FOR THE ACCURACY OF ANY AND ALL LICENSEE DATA, AND THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT SUCH LICENSEE DATA OR ANY CALCULATIONS OR REPORTS THAT DEPEND ON OR UTILIZE SUCH LICENSEE DATA, PROVIDED HOWEVER, THAT THE COMPANY WILL USE ITS COMMERCIALY REASONABLE EFFORTS TO EVALUATE ANY ISSUES WITH THE SERVICES BROUGHT TO ITS ATTENTION BY LICENSEE AND MAKE RECOMMENDATIONS TO LICENSEE WITH RESPECT TO THE RESOLUTION OF SUCH ISSUES.

If a Service does not provide the described functionality, the Company will use commercially reasonable efforts to cure the deficiency. If the Company is unable to do so, or to provide a replacement module or a satisfactory work-around, Licensee may request a refund of a portion of fees it has paid for the use of that Service corresponding to the period

for which Licensee's business has been adversely affected by the defect; any such refund will be based on the relative proportion the defective Service bears to the whole of the Services provided, as the case may be, for which the fee is attributed, as measured by comparing the number of lines of code of the applicable module or subroutine that are added, deleted, or changed to remedy the defect, to the total number of lines of code in the applicable module or subroutine before correction to remedy the defect.

7.03 **Infringement Indemnification**

(a) The Company agrees to indemnify and to hold harmless Licensee from any damages finally awarded as a result of any third party claim of infringement of Intellectual Property Rights asserted against Licensee by reason of Licensee's use of the Services as delivered by the Company or used by Licensee, where such use by Licensee has complied with the terms and conditions of this Agreement regarding use, dissemination, and copying of the Services and other Provider Materials, access to them, and protection and handling of them, and does not result from the events described in Section 7.03(f) below.

(b) The Company's obligation to indemnify and hold harmless will apply provided that the Company is promptly given notice in writing by Licensee of any such third party claim and that the Company has the right to elect to defend and settle, at its expense, any such claims; and further provided, that Licensee fully cooperates with the Company in connection with any defense by the Company of such claims or attempt to settle such claims.

(c) Failure of Licensee to provide such notice or assistance shall be a material breach of this Agreement, for which the Company shall have the right immediately to terminate this Agreement.

(d) The Company is not obligated to defend such third-party claims but may do so at its election. Licensee may elect to participate in any formal proceedings regarding such claims but shall bear its own costs of such participation and its costs to assist the Company.

(e) This obligation of the Company to indemnify Licensee will not apply if the claim of infringement is based in whole or material part on: (i) the development or use of any derivative work developed by or for Licensee by other than the Company or its designated contractors; (ii) Licensee's use of the Service(s) with devices or products not provided or approved by the Company; (iii) use by a person or entity not authorized under this Agreement to use or access the Service(s); (iv) the event giving rise to the claim of infringement is based on use of a version of the Service(s) modified without the consent of the Company; (v) Licensee's use constitutes willful infringement, including but not limited to Licensee's continued use of a Service after it has been notified or otherwise being aware there is or is likely to be a claim of third party infringement concerning that Service or its use by Licensee; (vi) Licensee's use of the Service after termination of this Agreement; (vii) Licensee uses or applies the Service in ways or for purposes for which it was not designed or for which its use was not contemplated by the Company, and Licensee's use or application as intended by the Company would not have given rise to the third-party claim; (viii) the alleged infringing use was by persons or entities other than as expressly

authorized under this Agreement; (ix) for onsite installations, Licensee was using a previous version of Service(s) and the third party claim would have been avoided had Licensee been using a more recent version; or, (x) for onsite installations, Licensee has combined use of a Service with devices or products not provided or approved by the Company and the third party claim would have been avoided but for such combined use.

(f) The Company shall have no obligation to indemnify Licensee and hold it harmless as to any damages, costs, or expenses (including attorneys' fees) that are based in whole or part on actions by Licensee that do not comply with the terms and conditions of this Agreement.

7.04 Force Majeure

The Company shall not be responsible for performance hereunder, and its obligation to perform hereunder shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God, including fire, explosion, storm and other weather events, earthquakes, floods or other natural catastrophes; cable or power outages, cable cuts or other loss of necessary Internet or other connectivity, including failure of networks; failure or loss of any third party supplies, or termination or rescission of any third party licenses necessary for the provision of the Services; terrorism, vandalism, sabotage, theft of components, hacking or other interference with software or operating system or network operations, including worms, viruses, Trojan horses or other malware or harmful agents, denial of service attacks, ransomware attacks, or interference with, alteration, or destruction of Licensee Data; any action, law, order, regulation, directive, or request of the United States government or of any state or local government, or of any agency, commission, court, regulatory body, or other instrumentality of such government, or of any civil or military authority, which requires cessation, directly or indirectly, of such performance or any part thereof; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; failure of Licensee systems, processes, equipment, facilities, funding, or personnel with the result that the Company's performance hereunder is adversely affected in whole or part; or any other event outside the control of the Company or its reasonable ability to have avoided or prevented; and such excuse by reason of force majeure shall last until the Company by the exercise of reasonable diligence might remove, avoid, or otherwise cure such impediment if it is within the Company's ability to cure.

8.0 NECESSITY OF FUNDING APPROPRIATION

8.01 Term Subject to Appropriation

Except as provided in this Agreement for earlier termination, this Agreement will continue in force for its stated Initial Term and any Renewal Term(s) as set forth in Section 4.01, subject to the following limitation: The term of this Agreement is subject to annual appropriation by the Licensee in its budget of sufficient funds to make the payments called for herein for the coming contract year, and failure of such appropriation will permit Licensee to terminate

this Agreement at the end of the then-current Term or Licensee fiscal year, as applicable; provided, that the required notice of termination is timely given to the Company.

8.02 Termination for Non-Appropriation

Except as described below, in the event funds for this Agreement are or become unavailable due to non-appropriation, this Agreement will terminate without penalty to or further obligation hereunder of either Party as of the last date for which funds have been appropriated; provided, that Licensee will remain responsible for costs and fees accrued hereunder for periods prior to such termination for non-appropriation. The Improper Termination Amount shall be due and payable upon determination by the parties that an Improper Termination has occurred.

8.03 Licensee Certification of Funding; Licensee Notice of Non-Appropriation

(a) By executing this Agreement, Licensee certifies that it has available funds for payment of all fees stated in this Agreement during the initial fiscal year of the Licensee in the Term of this Agreement.

(b) Upon request by the Company, Licensee must certify to the Company at least thirty (30) days in advance of the beginning of any Renewal Term that Licensee has appropriated and has available sufficient funds for payment of all fees called for by this Agreement during the initial Licensee fiscal year of the Renewal Term.

(c) Upon request by the Company, Licensee must certify to the Company at least thirty (30) days in advance of the beginning of a new Licensee fiscal year during the Initial Term or a Renewal Terms that Licensee has appropriated and has available sufficient funds to pay all fees stated in this Agreement during that new fiscal year.

(d) Failure of Licensee to timely give such notices or certifications upon request by the Company is a basis for the Company to consider that the Agreement will terminate as of the end of the current Licensee fiscal year or then-current Term, as applicable, and to begin any pre-termination winding up procedures or tasks. If, having failed timely to give a required or requested notice of non-renewal or of termination, or failing timely to request renewal, as the case may be, Licensee later provides such notice and wishes the Agreement to continue for the applicable Term or fiscal year, as the case may be, and if the Company has begun any pre-termination winding up preparations, the Agreement may continue if Licensee agrees in writing that it will reimburse the Company, as Special Services pursuant to Section 11.10, and upon substantiated proof of the costs and expenses incurred by the Company for such pre-termination preparation, and any costs and expenses that will be incurred by Licensee to reverse such preparations and permit Services to continue uninterrupted, at the Company's then-current rates for time and materials, including any associated travel, and, further, certifies in writing that there are current Licensee funds appropriated and available to reimburse Licensee.

(e) Licensee must notify the Company in writing at least ninety (90) days prior to the end of any current Licensee fiscal year if Licensee does not intend to make such appropriation for its next-occurring fiscal year.

9.0 REPRESENTATIONS

9.01 Status of Licensee; Authority to Make Agreement; Compliance with State Law

Licensee represents, covenants, and warrants to the Company that Licensee is a Hospital District of the State of Texas; and that as a Hospital District of the State it is a public and local governmental body of the State, corporate and politic, and is authorized by the Constitution and other laws of the State to enter into the transactions contemplated by this Agreement and to carry out its obligation hereunder. Licensee further represents, covenants, and warrants that it has complied with all procedures required by local or state law so that this Agreement is enforceable under the laws of the State, including that Licensee has complied with all applicable bidding or other procurement requirements or that this Agreement is within the scope of appropriate exceptions to the competitive or other procurement requirements applicable to Licensee.

9.02 Disclaimer of Reliance on Other Understandings or Practices

Each Party represents and warrants to the other Party that, in entering into and performing its obligations under this Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other Party with respect to the subject matter hereof, nor on any prior or current course of dealing or of performance between the Parties concerning or related to other agreements or undertakings, nor on any custom and usage in the trade, except as such promise, inducement, representation, or custom or usage may be expressly set forth herein.

10.0 DEFAULT AND REMEDIES

10.01 Default

Without limitation hereby, the following shall constitute a default by Licensee (“**Default**”):

- (a) Failure timely to pay when due any payment under this Agreement or timely to perform any Licensee obligation thereunder;
- (b) Failure by Licensee to comply with or perform any provision of this Agreement;
- (c) Infringement of the Company’s Intellectual Property Rights;
- (d) An Improper Termination;

- (e) False or misleading representations or warranties as to Licensee's status and the current or next-occurring fiscal year's appropriations of funds for this Agreement made or given by Licensee; or
- (f) Any reduction in the value of the Services and related materials caused by any act of Licensee in violation of its obligations under this Agreement, or that materially diminishes the prospect of full performance or satisfaction of Licensee's obligations herein.

Except as otherwise specified elsewhere in this Agreement including Section 10.02, the Company has the right to suspend Services immediately under this Agreement upon the occurrence of any event of Default as specified above; and upon Licensee's failure to remedy such Default within a period of thirty (30) days after notice of such Default by the Company to Licensee, the Company shall have the right to pursue any one or more of the following remedies without any further demand or notice to Licensee:

- (i) Terminate this Agreement, and demand Licensee return any copies of Provider Materials in the possession of Licensee, and/or destroy or cause to be destroyed all copies thereof on such premises or other Licensee computers or other equipment, no matter where located. Licensee shall certify in writing that it has complied in all respects with this Section 10.01(i);
- (ii) Take whatever action at law or in equity the Company in its sole judgment may consider to be necessary or desirable to collect the payments then due from Licensee, and/or to enforce performance and observance for any obligation, agreement, or covenant of Licensee under this Agreement and to recover the Company's reasonable attorneys' fees and costs associated this Section 10.0; and
- (iii) Seek any other relief to which the Company may be entitled at law or in equity.

10.02 **The Company's Right to Terminate for Infringement Claims**

The Company reserves the right immediately to terminate this Agreement if any claims for copyright or patent infringement, or infringement or misappropriation of any Intellectual Property Rights, or for unfair competition or trade practices or other misuse, relating to the Services or other Provider Materials, or any parts thereof, are asserted against the Company, any relevant Company licensor, or Licensee or any of Licensee's employees, officers, agents, representatives or contractors. Such determination shall be in the sole discretion of the Company. Termination on this basis shall be effective on notice in writing to Licensee by the Company, stating the reason for such termination. This Section 10.02 is not subject to the notice and cure provisions of Section 10.01. Termination on this basis shall impose no penalty or cost on the Company, shall release the Company of any further obligations of performance under this Agreement and shall not constitute breach of this Agreement by the Company or the Licensee.

10.03 Remedies Cumulative

The rights of termination under this Section 10.0 shall be in addition to any other right or remedy the Company or the Licensee may have at law or in equity.

10.04 Termination is Licensee's Sole Remedy

Licensee's termination of this Agreement shall be an option for any claim of breach of this Agreement by the Company asserted by Licensee, except as may be expressly provided elsewhere in this Agreement: provided, that Licensee shall first give the Company written notice of such alleged breach, with sufficient particularity that the Company may reasonably ascertain the nature of the default alleged, and the Company shall have at least thirty (30) days to cure such alleged default, or such other longer time as is mutually agreed to by the Parties or as otherwise specified elsewhere in this Agreement.

11.0 MISCELLANEOUS

11.01 Assignment

None of Licensee's rights regarding the Services and other Provider Materials may be assigned, sublicensed, or transferred voluntarily, by operation of law or otherwise, without (a) the Company's prior written consent, which may be withheld in its sole discretion, and (b) the execution of a new Agreement.

11.02 Notices

Any notice required to be given hereunder shall be in writing, and shall be deemed delivered (i) three (3) business days after deposit in the U.S. Mail, postage prepaid, sent by registered mail; (ii) one (1) business day after being sent for overnight delivery by a reputable commercial courier capable of tracking shipment and delivery; or (iii) upon hand delivery or receipt of facsimile transmission, to the address or facsimile number designated in this Agreement and to the attention of the person named herein as designated for receipt of notice by the receiving Party, or to such other address, facsimile number or person as the receiving Party may designate in writing to the sending Party from time to time.

If to the Company:

Indigent Healthcare Solutions
Robert Baird
President
2040 N. Loop 336 W. - Suite 304
Conroe, TX 77304

If to the Licensee:

Nueces County Hospital District
Jonny F. Hipp
Administrator / CEO
555 N. Caranchaua Street – Suite 950
Corpus Christi, TX 78401

11.03 Severability

In the event that any provision of this Agreement is determined by a court or other tribunal with appropriate authority and jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the maximum extent permitted by applicable law, to the extent such enforcement still gives effect to the meaning and intent of the Parties as inferred from all the terms of this Agreement.

11.04 Entire Agreement; Modification

This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the Parties concerning the licensing and use of the Services and other Provider Materials, and supersedes all oral or written proposals or understandings concerning such licensing. This Agreement may be modified only by a writing duly executed by both Parties. Should Licensee issue a purchase order or any similar document for its own internal purposes, any conflict between the terms and conditions of the purchase order or other document and this Agreement shall be controlled by this Agreement. No purchase order or other document of Licensee or any Licensee Department unilaterally issued or presented without the written agreement of the Company to all its terms and conditions shall have the effect of creating a conflict with or a variance of the terms of this Agreement, or of augmenting, modifying, limiting, expanding, or qualifying the terms of this Agreement.

11.05 Actions

In the event of litigation or other dispute proceedings arising under, concerning, or related to this Agreement, each party will bear its own costs and expenses, including attorneys' fees.

11.06 Governing Law

This Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, [without giving effect to its choices of law principles,] and federal law, as applicable. Venue shall be in Nueces County, Texas.

11.07 Confidentiality

Subject to the requirements of the Public Information Act, Chapter 552 of the Texas Government Code, each Party shall keep strictly confidential the terms of this Agreement and the proprietary or other confidential information of the other Party that may be acquired or provided in the course of performance of this Agreement, to the full extent permitted by applicable law. Each Party shall promptly notify the other in writing of any discovered or required compromise of such confidentiality. Licensee shall use their best efforts to ensure that no unauthorized copies of or access to Services and other Provider Materials provided by the Company is accessed, obtained, copied, provided to, or inspected by persons or entities not authorized by this Agreement.

11.08 **No Waiver of Rights**

No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent is in writing signed by the Party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either Party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default or future or past similar breach or default.

11.09 **Responsibility for Cyber Attacks**

(a) Licensee hereby represents and warrants that its employees and contractors have completed Cybersecurity Awareness Training as required by state law, if applicable.

(b) The Company shall have no liability to Licensee for any kind or form of cyber damage caused by third parties to Licensee Data, systems, networks, property, or other facilities, including from, without limitation hereby, cyberattacks (as hereinafter defined):

(i) that are directed against Licensee's facilities (including equipment, networks, software, operating systems, security methods or mechanisms, or other instrumentalities);

(ii) where the attack has gained access to Licensee's facilities as a result of acts or omissions of Licensee, its Users, or any third party; or

(iii) against the Provider Systems which have been enabled or permitted in whole or substantial part by acts of omissions of Licensee or its Users and the resulting malware or other harmful agent or action also migrates to or affects the Provider Systems.

(iv) Such acts or omissions of Licensee or its Users may include, without limitation hereby: (A) where Licensee employee, agent, guest, or other person using Licensee equipment clicks on a link, or opens an email or other document, or imports documents or data from a thumb drive or other source, including third party sources, that introduces a virus or other malicious agent that in turn infects Licensee systems and/or data, and/or migrates to the Company's systems; or (B) where a third-party gains unauthorized access to Licensee's systems by other means, such as but not limited to hacking into Licensee equipment, by accessing Licensee equipment that has inadequate security, or by otherwise penetrating Licensee's security systems.

Licensee will be responsible for payment of any costs to cure or correct the effects of such events, to Licensee's data, systems, networks, property, or other Licensee facilities including, without limitation hereby, costs of experts including for forensics, and payments made in response to demands for cyber ransom or other payments to malicious third-party

actors.

(c) Upon request in writing by Licensee, the Company will assist Licensee to remedy or work around any adverse effects of the Cyberattack on Licensee's ability to conduct business. Such assistance by the Company will be a Special Service, the costs, and expenses of which will be borne by Licensee, including not only for the Company's time, costs and expenses, but also for the costs and expenses of any third parties from which the Company obtains assistance to address the attack, and for any ransom or other amounts the Company may pay on Licensee's behalf. If the attack creates any kind of operational or other emergency, unless the requirement of the Company's giving of an estimate for the Special Service is waived in writing by Licensee (email will suffice), the Company will follow the Special Services estimate-and-approval procedure (see Section 11.10), notwithstanding any need for immediate responsive diagnosis and action to cure or work around the Cyberattack effects. If Licensee opts to permit the Company to begin diagnosis, including forensics if needed, and to address the problem before the estimate-and-approval procedure is completed, the Company will present an estimate as soon as practical, for discussion and approval or rejection in whole or part by Licensee; but Licensee agrees that its waiver or postponement of the estimate-and-approval procedure will not relieve Licensee of its obligation to pay the Company its costs and expenses reasonably incurred prior to conduct and conclusion of the estimate-and-approval procedure.

(d) The Company will work at the Company's cost to remedy or work around any effects of any Cyberattack directed against the Provider Systems that adversely affect the provision of Services to Licensee, and to ensure continuation or restoration of services as soon as possible. Licensee will provide full assistance to the Company in this effort.

(e) For the purposes of this Section 11.09, "Licensee" includes Licensee and Licensee's Government Officials, officers, employees, agents, representatives, and contractors.

(f) Without limitation hereby, "Cyberattacks" include, but not limited to: denial of service attacks, theft or corruption of data, operation of ransom ware or other data denials, hacking, operation of malware or other harmful agents, and any other electronic interference with equipment, databases, software, operating systems, networks, or other facilities, adversely affecting or with the potential to adversely affect Licensee Data or Services provided under this Agreement, caused in whole or part by third parties.

(g) Although scope of coverages available are limited and different, insurance is available commercially, that can provide some protection against adverse effects of Cyberattacks and other harmful events. Licensee is encouraged to obtain and maintain cyber insurance coverage to protect its systems, data, and facilities from harmful third-party actions.

11.10 **Special Services**

(a) Licensee may from time-to-time request that the Company provide Special Services, which are services outside the stated scope of the Agreement, but which are

related thereto. All requests for Special Services must be made in writing. Special Services include, but are not limited to, special data entry services, including program and test data keypunching, and other data entry; computer runs; industrial or system engineering services; data modeling; or other handling of data to be maintained or utilized by the Company under this Agreement, whether such data is provided to the Company by Licensee, or on Licensee's behalf by a previous or other third party provider; training by the Company after Licensee's go-live date or otherwise in excess of that provided for as part of the relevant license fee(s); unusual or special maintenance tasks, other than as necessary to provide and maintain the functionality and performance of the Service(s); forensic accounting services; bookkeeping services; and any other services not explicitly described in this Agreement as included with the stated Service fees.

(b) For custom programming (i.e., any programming not identified in **Exhibit 1**), investigating whether the Services will integrate or otherwise interface well with any third party vendor software currently used or proposed to be used by Licensee, or any other Special Service requested by Licensee that the Company agrees to provide, the Company will give Licensee a written estimate of the time and materials, and any other anticipated costs and expenses (such as travel), likely to be required to accomplish the Special Service, based on the Company's then-current prevailing rates for work and materials. If Licensee provides a written authorization to proceed with the Special Service, including a certification that adequate current fiscal year funds are available to pay for the Special Service, the Company will perform the Special Service. The Company will have no obligation to provide, or to begin to provide, any Special Services until such authorization and certification are provided.

(c) Requests for work by the Company or products outside the stated functionality of the Services to be provided hereunder by the Company (e.g., responding to requests by regulatory or administrative agencies for data or reports not capable of generation by Licensee using the existing functionality of the Services, or for litigation or other purposes; or responding to open records requests) will constitute a Special Service. Such requests from such third parties must be directed to Licensee, not the Company, which will not respond directly to the third party. Upon written agreement by Licensee that it will compensate the Company for the Special Service required to assist Licensee to respond, and will reimburse the Company for incurred costs and expenses, and certification that funds exist to pay the Company's compensation, costs, and expenses, the Company will undertake the Special Service; provided, further, that if the response is to be provided in a short period of time, the Company's compensation may include a component reflecting that the Company personnel will be required to work more than their ordinary number of hours per day, or to work on weekends or holidays, and be compensated accordingly.

11.11 **Mediation**

Before either Party may seek judicial relief regarding any claim or dispute arising under, related to, or concerning this Agreement, except for the Company's seeking equitable relief pursuant to Section 10.05 or as otherwise permitted at law, the Parties agree to engage in non-binding mediation in Nueces County and with a mediator acceptable to both Parties.

The Parties will share equally the costs and expenses of mediation, except that each Party will bear its own costs of participation and any legal or other representation.

11.12 No Arbitration

Neither Party may be compelled to arbitrate any claim or dispute arising under, related to, or concerning this Agreement without its express written consent.

11.13 Headings and Captions

Descriptive headings and captions are for convenience only and shall not affect the construction or application of this Agreement. Words having established technical, or trade meanings shall be so construed. Words of any gender are deemed to include any other genders; and use of the singular or plural shall include the other, unless otherwise required or apparent by context. This Agreement shall be construed according to fair meaning and not for or against either Party.

11.14 Designation of Materiality Not Exclusive

Some provisions of this Agreement bear the explicit designation of being material obligations. Materiality of a provision in this Agreement is not exclusive to such explicitly designated provisions; those designations are made to ensure Licensee is aware that the obligation of Licensee so designated is considered a material obligation under the Agreement.

11.15 Tex. Gov't Code Ch. 2270 Verification

The Company's execution of this Agreement includes written verification that the Company does not boycott Israel and will not during the Term of this Agreement.

[End of main body of document.]

APPROVALS AND EXECUTION OF AGREEMENT

Each person signing below represents that he or she has read this Non-Exclusive License Agreement in its entirety; understands its terms; is duly authorized to execute this Non-Exclusive License Agreement on behalf of the Party indicated below by his or her name; and agrees on behalf of such Party that such Party will be bound by those terms.

Executed the dates written below, to be effective as of 09/01, 2024 (the “**Effective Date**”).

Indigent Healthcare Solutions

Nueces County Hospital District

Robert Baird
President

Jonny F. Hipp
Administrator/Chief Executive Officer

Date: _____, 2024

Date: _____, 2024

Exhibit 1 – Departments, Services, and Users

To Non-Exclusive License Agreement Between The Nueces County Hospital District And Indigent Healthcare Solutions

The Licensee Departments identified in this Exhibit 1 are authorized to use the specific Department Service(s) stated below. The number of authorized Users and the Concurrent User Number for each such Department and each Service authorized for that Department are specified in this Exhibit. No more than the authorized Concurrent User Number of Users may access and use the applicable authorized Service at any given time. Monthly fees are not based on the number of authorized Users, but on the authorized Concurrent User Number. The Concurrent User Number may be increased on request of Licensee with the consent of the Company, with an approved Addendum to this Exhibit 1 signed by both Parties. Each additional authorized Concurrent User will result in an increased license fee as specified below, per additional authorized Concurrent User, per month. The License fee includes all new releases and versions of the specified Service. The Company connections are protected by certified RSA 2048-bit (SHA 256 with RSA) encryption.

SAAS Applications – Departments

1. Nueces County Hospital District

	Monthly License Fee	# Concurrent User Licenses	Extended Total Monthly License Fee
1 st User License	\$950.00	1	\$945.00
Additional User Licenses	\$160.00	15	\$2,400.00
AMA Licensing (CPT/ICD)	\$14.00	16	\$224.00
Document Scanning	\$50.00	16	\$800.00
SMS Text Messaging	\$50.00	1	\$50.00
Provider Pipeline	\$250.00	1	\$250.00
On-Line Application Portal	\$275.00	1	\$275.00
Total Licensing			\$4,944.00

Fees

Unless otherwise expressly provided in this Exhibit 1, monthly fees are due and payable in advance of the first day of each month by Licensee at the Company's Conroe, Texas, office (or at such other place for payment designated in writing by the Company from time to time) by 5:00 p.m. Central Time. Payment must be in U.S. Dollars, by check drawn on Licensee's account, certified check, or wire transfer to an account specified by the Company. Payment is deemed made when the Company receives payment. Payment is to be made in United States dollars.

Additional Departments or Department Services

Upon written request of Licensee, additional Departments or Department Services may be added, subject to consent of the Company and mutual agreement regarding any applicable additional fees. Additional fees for deployment of additional or different Services, or installation, training, or

additional data conversion/formatting, and other costs, including but not limited to travel and reasonable per diem expenses, may apply.

Additional Concurrent Users

Additional Concurrent Users may be added upon request of Licensee with the approval of the Company, to be documented in an Addendum to this **Exhibit 1** executed by Licensee and the Company, for an increase in the license fee stated for that Department Service equal to \$160.00 per month per additional Concurrent User during the Initial Term, and thereafter at agreed fee rates.

[THIS AREA LEFT BLANK INTENTIONALLY]

SaaS Services Software Deliverables

Administrative Menu:

- Active User List
- Budget Tracking
- Change Batch Dates
- General Ledger Maintenance
- Hidden Clients
- Hidden Vendors
- Message Center
- Posting Check Numbers
- System Setup
- Voiding Records

Administrative Reports:

- Bill Processing Time Report
- Case Entry Statistics
- Case Management Detail Report
- Case Processing Time Report
- CPT Usage Reports
- Dashboard Report
- Diagnosis Class Report
- Diagnosis Detail Report
- Diagnosis Usage Reports
- DRG Usage Reports
- Generic Drug Lookup
- Productivity Report
- Trends Reports

Bill Management:

- Adjustment Codes for claim denials
- Automatic CPT/HCPCS Rates Updated from Medicaid and/or Medicare Fee Schedules
- Bill Entry and Re-pricing
- Client Program/Status Display and Validation
- Duplicate Invoice Screening
- Envelope/Label Printing
- Invoice Validation Checks
- Real-Time Expenditure Tracking

Bill Reports:

- Amount Paid to Clients
- Amount Paid to Vendors
- Bill Data Export
- Claim Denial EOB
- Client Explanation of Benefits (EOB)
- Date of Service (DOS) Report
- GL Totals Report
- Hospital Utilization Report
- Daily Invoice List
- Invoice List by Group
- Monthly Adjustment Code Report
- NCHD Imputed Claims Report
- NCHD Reversals Report
- Provider Explanation of Benefits (EOB)
- Referrals Report
- Single Invoice Print
- Vendor Directory
- TMF Report by Place of Service
- Top 10 Diagnosis Report by Place of Service
- Claims Paid by Place of Service
- Claims Detail by Place of Service
- Check Register by Month

Client Management

- Address Validation & Search
- Case Document Scanning
- Case Management with Assessments and Goal Tracking
- Custom Client Letters
- Duplicate Client Checks
- Eligibility Determination
- Envelope/Label Printing
- Extensive Notes Tools
- Phone Number Information Display
- Printable Forms History
- Quick Income Calculator
- Referral Authorization Tracking
- Tracking of Previous Diagnoses

Client Reports:

- Active Client List
- Application Data Export
- Case Management Goals Report
- Case Management Time Report
- Case Notes Report
- Client Data Export
- Clients/Applicants by Group Report
 - Denial Reason
 - HH Size
 - Pending Other Pay Sources
 - Program
 - Zip Code
- Client FY History
- Client Information Report
- Client YTD Report
- Identifiable /Completed Application Report
- NCHD Application Analysis Report
- Rapid Registration by Group Report
- Rapid Registration Information
- Termination List
- Worksheet Report

Codes Menu:

- Ability to Set Codes for Custom Software Configuration
- Administrative Codes Setup
- Appointment Settings & Preferences
- Bill Rates & Preferences
- Client Letter Setup
- Client Group Tracking
- Client SAAS Setup
- Fee Schedule Reference:
 - CPT/HCPCS Codes (Procedure Codes)
 - ICD-10 (Diagnosis Codes)
 - MS-DRG/APR-DRG Codes (Inpatient Grouping Codes)
 - NDC Codes (Drug Codes)

Electronic Claims and Electronic Transfers:

- Ability to import E-claims received in 837i and 837p format
- Ability to override E-claim payables if needed
- Ability to generate 835 files for submission back to providers
- Generate eligibility file sent to Christus
- Real-time eligibility file sent to Pharmacy

Forms:

- 3064 Application Form
- 3065 Worksheet
- 3066 Report of Changes
- 3067 Appointment Notice
- 3068 Request for Information
- 3069 Health Care Services Form
- 3072 Monthly Activity Report
- 3076 Case Information Release Form
- 3077 Batch Eligibility Notice
- 3078 Claim Processing Notification Form
- 3080 SSI Appellant Notification Form
- 3081 Appellant/Provider Form
- 3082 Ineligibility Notice
- 3083 Optional Services Form
- 3084 Employment Verification Form
- 3085 Self Employment Form
- 3086 End of Year Report
- 3088 Request for State Assistance
- Custom Client Letters
- Provider Reimbursement Form
- Referral Authorization Form
- Statement of Personal and Business Income & Expenses

Other Functionality:

- AMA Licensed Updates for CPT Procedure and ICD-9/ICD-10 Diagnosis Terminology
- Application Portal for Online Application Submission – (this is new)
- Appointment Screen
- Appointment Reports
- User Dashboard with Live User and System Reminders
- Client Support Portal
- Ad-hoc Data Export Menu for Application, Client Provider and Invoice Data Elements – new)
- Integrated Imaging: Scanning/Importing Within Management Screens –(this is new)
- Live Remote Support
- Online Documentation for Procedures
- Provider Management
- Provider Pipeline for Bill Status
- Provider Pipeline for Eligibility Checks Rapid Registration (Client Pre-Screening)
- Referral Authorization Form
- Reimbursement Request Tracking
- Self-Study Training Videos
- Secure File Transfer Interface
- SMS Text Messaging
- System Activity Audit Reports

Exhibit 2 – Term and Scope of Services

To Non-Exclusive License Agreement Between Nueces County Hospital District And Indigent Healthcare Solutions

Nueces County Hospital District

Term of Agreement; Renewals

Initial Term:

Start Date 09/01 , 2024

End Date 08/31 , 2026

Unless notice is given in writing by either Party to the other on or before ninety (90) days before the end of the Initial Term (or, as applicable, the then-current Renewal Term), this Agreement will automatically renew for a Renewal Term of the same length as the Initial Term (or, as applicable, the current Renewal Term), for up to three (3) Renewal Terms.

Hosted SAAS Services – Cloud-Based Computing and Data Management

No SAAS applications will be installed on Licensee’s site. The Services will be hosted remotely at the Company’s facilities located at 4100 Smith School Road, Austin, Texas 78744. Upon execution of the Agreement, the Company will configure its hosting servers and other facilities to provide Licensee access to and use of the authorized Services and to store Licensee Data.

Licensee is wholly responsible for obtaining and maintaining appropriate workstations and other equipment, and software and operating systems (e.g. the Company might specify use of Windows 10 or later); having and maintaining appropriate and secure internal and external networks, including appropriate Internet or other connectivity having sufficient bandwidth and speed to permit suitable working access to and communication with the Company’s cloud-based servers. Licensee’s Internet connectivity must have at least the minimum upload and download rates required by the Company. Company will provide Licensee with notice of the necessary equipment, networks, or connectivity adequate for use with the Company’s SAAS, 60 days prior to any installation by Company. The Company is not responsible for failure of or unsatisfactory performance of the Service(s) where Licensee’s equipment, networks, or connectivity are not adequate for use with the Company’s SAAS Services. In the event that Licensee’s present internet connectivity does not have minimum upload and download rates, Company will advise Licensee of the deficiency in writing 30 days prior to any installation by Company.

Licensee is wholly responsible for having, applying, and maintaining security systems and

Nueces County Hospital District - 2024

procedures necessary to ensure the integrity of Licensee's operations utilizing the Service(s) and security of Licensee's transmission and receipt of data to and from the Company's hosted servers. The Company will not be responsible or liable for any failures of such security that result in interruption of any kind of the access to or use of the Service(s), or loss, corruption, or theft of, or other adverse effects on, Licensee's data arising in whole or part because of inadequacies in Licensee's security systems or procedures.

Licensee is wholly responsible for ensuring that its security is adequate to prevent intrusion into or access by unauthorized third parties of Licensee's equipment, networks, and other systems, including without limitation hereby third-party hacking into or other unauthorized access to Licensee or Licensee contractor equipment connected to or through networks or other means of access to Provider Systems.

Maintenance

The Company will provide maintenance during the Term of the Agreement. For cloud-based hosted services, the Company will provide maintenance to its hosting servers and other equipment. For onsite installations, after initial installation, access to and maintenance of the Services by the Company will be by remote access. In the event that maintenance by remote access is insufficient Licensee shall advise Company in writing within 10 business days of any problems persisting after Company's remote maintenance. If Company's failure to remedy such occurrence persists after 30 days, such failure shall be considered Default by Company and shall be subject to Section 10.0 Default and Remedies herein.

Licensee Requests and Trouble Notices

Licensee must submit all requests for services of any kinds, including any Special Services ("**Service Requests**"), and submit all complaints or reports of errors or malfunctions ("**Error Reports**") in writing to the Company. The Company is not responsible for responding to Licensee Error Reports or Service Requests that are not timely submitted in writing. Emails properly addressed to Robertb@indigethealthcaresolutions.com are acceptable; and any period of time required for or stated under this Agreement for response or cure by the Company of asserted errors, or for the provision of requested services, shall not be deemed to have begun until and unless such Error Report or Service Request has been received by the Company. The purpose for this procedure is to provide a record of Licensee requests and error reports, with Licensee's own descriptions, as well as to ensure that Licensee's concerns are addressed and not inadvertently overlooked.

Data Backup

For remote installation (cloud-hosted service), unless otherwise agreed, the Company will be responsible to conduct daily and monthly backup of Licensee Data kept on the hosted services server(s), by means consistent with industry standards, or as may be otherwise specifically described. Licensee may request other backup procedures or frequencies, which the Company may agree to provide in its sole discretion, and for which there may be additional fees or costs (including possibly treatment as a Special Service). Orientation

The Company will provide training to Licensee when in the opinion of both Parties, it will further
Nueces County Hospital District - 2024

the intent of this Agreement and facilitate and expedite the provisions of the Services. Initial access to the Services will occur after the initial orientation of appropriate Licensee personnel by the Company, at a time and location to be arranged by and agreed to by the Company. Orientation and training shall be at no additional cost to Licensee beyond reasonable expenses of the Company as defined in **Exhibit 1**.

The Company will provide Licensee with up to Ten (10) days of onsite training at no additional cost other than reimbursable travel and per diem expenses. It is Licensee's responsibility to identify personnel to be trained, and to provide space for, and to schedule training at times agreed by the Company, to occur in time for Licensee's personnel to be able to perform their functions without interference with or delay of Licensee business functions dependent on the Services.

Expenses and Out-of-Pocket Costs

Licensee shall reimburse the Company for reasonable costs and expenses incurred by the Company other than as included in stated License fees for use of the authorized Services and related materials. The Company will ask Licensee to pre-approve all anticipated Company expenses, the costs of which are to be reimbursed by Licensee, except where Licensee agrees in writing to forgo pre-approval of Company's anticipated expenses to be reimbursed by Licensee due to the need to respond quickly to Licensee's unanticipated situation. The Company will submit to Licensee an invoice supported by original receipts supporting the costs and expenses requested to be reimbursed by Licensee.

Unless otherwise agreed, the Company will be reimbursed.

At then-current government rates for the applicable region;

For hotel room categories corresponding to Courtyard by Marriott or Hampton Inn;

For mid-size car rental;

For mileage at the current legal reimbursement rate; and

For the then-current daily federal per diem rate for the area, plus applicable tax, plus fifteen percent (15%) meal gratuity per ACA 19-4-925(b).

Licensee Input

The Company sends each Licensee customer an annual survey seeking Licensee comments, to which the Company strongly encourages you to respond.

The Company also periodically holds a customer advisory meeting. All current Licensees are invited and are encouraged to attend. (Attendance is at the Licensee's expense.) Software performance is discussed, new software features and/or enhancements are demonstrated, and clients are asked to identify any improvements, modifications, or enhancements they may desire. Based on the clients' interests and priorities of those in attendance, the Company identifies improvements, modifications and/or enhancements it will seek to make to the Services over the next year. Any improvements, modifications, or enhancements the Company makes as a result of the customer survey or advisory meeting will be provided in new software releases at no cost to Licensee. Additionally, any software changes / enhancements mandated by state or federal law will be provided at no cost to Licensee.

[END]

BUSINESS ASSOCIATE AGREEMENT

(Intended to be an Amendment or Addendum to an Agreement
For Services Involving the Use, Creation or Transmission of
Protected Health Information)

This Business Associate Agreement (“Agreement”) effective on 09/01, 2024 (“Effective Date”) is entered into by and between Indigent Healthcare Solutions (“Business Associate”) and Nueces County Hospital District (“Covered Entity”).

RECITALS

A. The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information (“protected health information”) published on December 28, 2000 by the Secretary of the U.S. Department of Health and Human Services (“HHS”) to amend 45 C.F.R. Part 160 and Part 164 (the “Privacy Rule”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and to comply with Health Insurance Reform: Security Standards published on February 20, 2003 by the Secretary of HHS to amend 45 C.F.R. Parts 160, 162, and 164 (the “Security Rule”) under HIPAA.

B. The parties have a prior agreement (the “Non-Exclusive License Agreement” or “NELA”) under which the Business Associate regularly uses protected health information (PHI) in its performance of services for the Covered Entity.

C. This Agreement sets forth the terms and conditions pursuant to which protected health information that is provided by, or created or received by, the Business Associate from or on behalf of the Covered Entity will be handled.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. Services. The Business Associate provides services for the Covered Entity that involve the use of protected health information. Except as otherwise specified herein, the Business Associate may make any and all uses of protected health information necessary to perform its obligations under the NELA between the parties provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Additionally, Business Associate may disclose protected health information for the purposes authorized by this Agreement only to its employees, subcontractors, and agents, in accordance with Section 2(b) or (d) as directed by the Covered Entity.

2. Responsibilities of Business Associate. With regard to its use of protected health information, the Business Associate hereby agrees to do the following:

(a) Use the protected health information only as permitted or required by this Agreement or as otherwise required by law;

(b) Report to the designated privacy officer of the Covered Entity, in writing, any use of the protected health information that is not permitted or required by this Agreement, including breaches of unsecured Protected Health Information as required by 45 C.F.R. 164.410, and any security incident of which Business Associate becomes aware within fifteen (5) days of the Business Associate's discovery of such unauthorized use;

(c) Use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information other than as provided by this Agreement;

(d) Require all of its employees, representatives, subcontractors or agents that receive or use or have access to protected health information under this Agreement to agree to adhere to the same restrictions and conditions on the use of protected health information that apply herein, including the obligation to return or destroy the protected health information;

(e) Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of protected health information to the Secretary of HHS for purposes of determining the Covered Entity's compliance with the Privacy Regulation;

(f) Business Associate agrees not to use or disclose Protected Health Information in a manner other than as provided in this Business Associate Agreement, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose Protected Health Information, to the extent practicable as a limited data set or limited to the minimum necessary amount of Protected Health Information to carry out the intended purpose of the use or disclosure in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC §17935(b)) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of Protected Health Information.

(g) Business Associate agrees to document disclosures of protected health information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an individual for an accounting of disclosures of protected health information in accordance with 45 C.F.R §164.528.

(h) Business Associate agrees to make any amendment(s) to protected health information in a designated record set that the Covered Entity directs or agrees to pursuant to 45 C.F.R §164.526 at the request of the Covered Entity or an individual, and in a reasonable time and manner.

(i) Business Associate agrees to provide access, at the request of the Covered Entity, and in a reasonable time and manner, to protected health information in a designated record

set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirement under 45 C.F.R §164.524.

(j) Business Associate agrees to document any disclosures of Protected Health Information made by it to account for such disclosures as required by 45 CFR §164.528. Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of Protected Health Information; (ii) the name of the entity or person who received the Protected Health Information and if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure

(k) Business Associate agrees that within fifteen (15) days of receiving a written request from the Covered Entity, provide to the Covered Entity such information as is requested by the Covered Entity to permit the Covered Entity to respond to a request by the subject individual for amendment and accounting purposes of the disclosures of the individual's protected health information in accordance with 45 C.F.R. §164.526 and §164.528. Business Associate will provide an accounting of its disclosures of Protected Health Information upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under U.S. Department of Health and Human Services regulations adopted in connection with the HITECH ACT

(l) Return to the Covered Entity or destroy, as requested by the Covered Entity, within thirty (30) days of the termination of this Agreement, the protected health information in Business Associate's possession and retain no copies. Upon a determination by the Business Associate that return, or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such protected health information.

3. Responsibilities of the Covered Entity. With regard to the use of protected health information by the Business Associate, the Covered Entity hereby agrees:

(a) To inform the Business Associate of any changes in the form of notice of privacy practices that the Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520 and provide the Business Associate a copy of the notice currently in use;

(b) To inform the Business Associate of any changes in, or withdrawal of, the consent or authorization provided to the Covered Entity by individuals whose protected health information may be used by Business Associate under this Agreement pursuant to 45 C.F.R. §164.506 or §164.508; and

(c) To notify the Business Associate, in writing and in a timely manner, of any restrictions on the use of protected health information agreed to by the Covered Entity as provided for in 45 C.F.R. §164.522 to the extent such restriction may affect Business Associate's use or disclosure of protected health information.

(d) To notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R §164.520 to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(e) Not to request Business Associate to use or disclose protected health information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

4. Mutual Representation and Warranty. Each party represents and warrants to the other party that all of its employees, agents, representatives, and members of its work force, who services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the terms of this Agreement.

5. Termination. As provided for under 45 C.F.R. §164.504(e)(2)(iii), the Covered Entity may immediately terminate this Agreement if it determines that the Business Associate has breached a material provision of this Agreement, and that cure is not possible. Alternatively, the Covered Entity may choose to: (i) provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement. If termination or cure is not feasible, the Covered Entity shall report the breach to the Secretary of HHS. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of the NELA.

6. Amendment. This Agreement may not be modified or amended, except in writing as agreed to by each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

7. Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

8. Survival. The respective rights and obligations of Business Associate under Section 2 (j) of this Agreement shall survive the termination of this Agreement.

9. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and the Security Rule.

10. No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is

intended to confer, nor anything herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

11. Notices. Any notices to be given hereunder shall be made via U.S. mail or express courier, or hand delivery to the other party's address given below as follows:

If to Business Associate: Indigent Healthcare Solutions
2040 N. Loop 336 W. – Suite 304
Conroe, Texas 77304

If to Covered Entity: Jonny F. Hipp Administrator/Chief Executive Officer
Nueces County Hospital District
555 N. Carancahua Street – Suite 950
Corpus Christi, Texas 78401

HITECH Act Compliance. The Parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any U.S. Department of Health and Human Services regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this Business Association Agreement as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, either Party will have the right to terminate this Business Association Agreement upon 30 days' prior written notice to the other Party.

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals as
IN PRESENCE OF:

Business Associate

Nueces County Hospital District (Covered Entity)

Robert Baird
President

Jonny F. Hipp
Administrator / Chief Executive Officer

Date: _____, 2024

Date _____, 2024



Nueces County Hospital District Distribution

BD

Bobby Joe Dale <Bobbyjoe.Dale@cpa.texas.gov>

Fri 8/30, 4:44 PM

Jonny F. Hipp (jonny.hipp@nchdcc.org); belinda.espinoza@nchdcc.org; donna.li ✓

Reply all | ✓

Encrypt: This message is encrypted. Recipients can't remove encryption.

Dear Jonny, Belinda, and Donna,

Thank you for taking the time to speak on Wednesday. I am writing to confirm that Nueces County Hospital District should have received a distribution of \$2,277,014.24 for the Texas Opioid Abatement Fund Council's initial distribution to hospital districts.

We are working to develop and finalize reporting requirements for hospital districts to detail their use of these funds. Once we have finalized reporting requirements for hospital districts, we will be in touch with that information.

We appreciate your assistance with this matter. Should you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely,

Bobby Joe Dale III

Policy Advisor

Government Affairs and Programs Division

Texas Comptroller of Public Accounts

Office: 512-463-4523

Email: bobbyjoe.dale@cpa.texas.gov

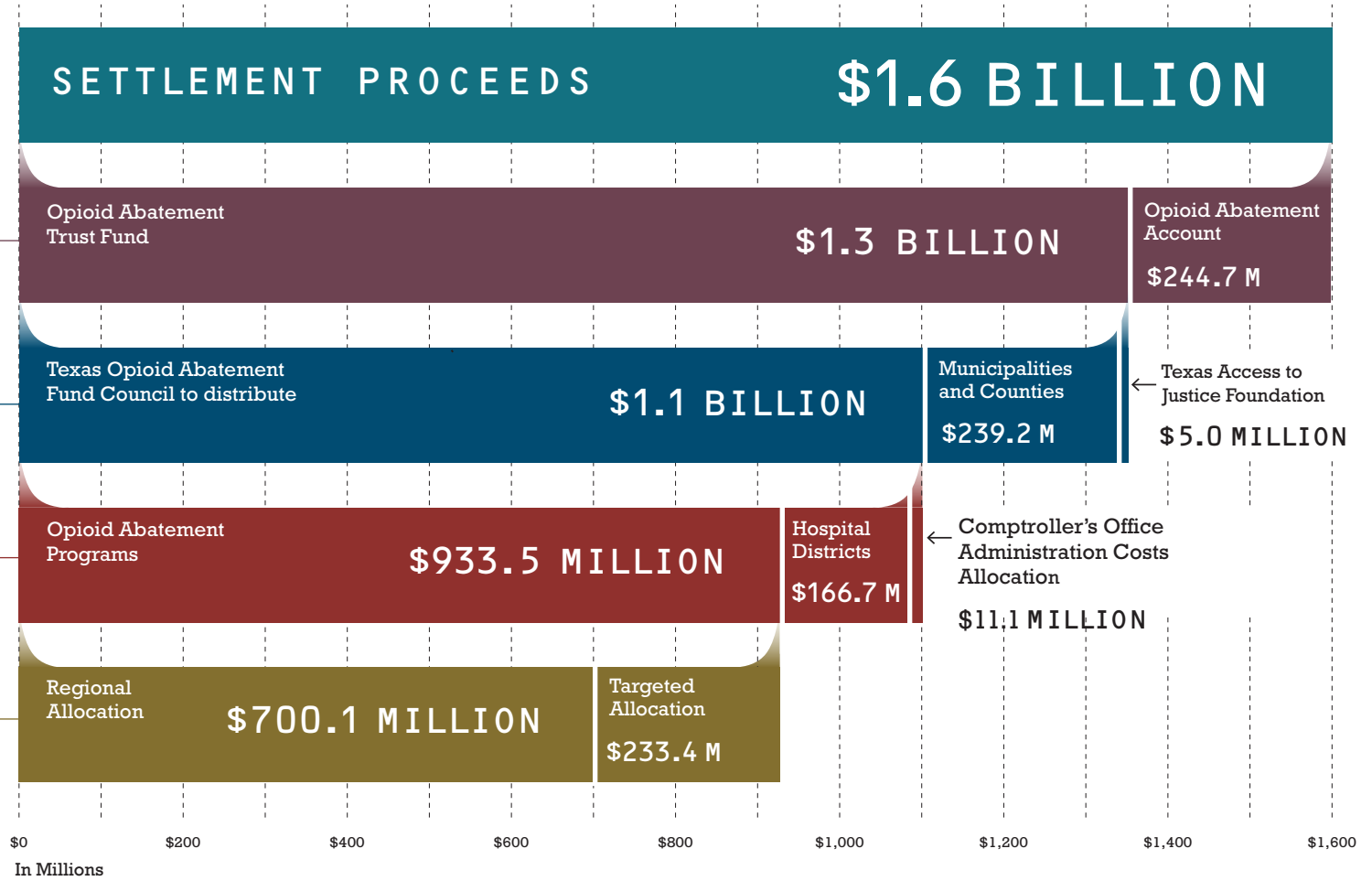
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STATEWIDE OPIOID SETTLEMENT INITIATIVE

Texas currently expects to receive an estimated \$1.6 billion* over 18 years from settlement agreements with, and court judgments against, companies related to their role in the opioid crisis.

The Texas Opioid Abatement Fund Council, administered by the Texas Comptroller of Public Accounts, was created by the 87th Legislature to ensure the money is fairly distributed using efficient, cost-effective methods.

- Part of the money goes to the Opioid Abatement Account, a [General Revenue-dedicated account](#) that will fund programs by legislative appropriation.
- Most of the money goes to the [Opioid Abatement Trust Fund](#) held by the Texas Treasury Safekeeping Trust Company. Of this money:
 - Portions are directly allocated to the Texas Access to Justice Foundation and to municipalities and counties.
 - Part is provided for hospital districts, while a small percentage is allowed for administration.
 - The remainder is distributed by the council, with 75% divided among the Texas Health and Human Services regional healthcare partnership areas and 25% to select programs.



*Includes only funds designated for the Opioid Abatement Trust Fund and Opioid Abatement Account in accordance with statute. The funds will come in at different times as described in the individual settlement agreements. The amount may vary based on future settlements and changes to settlement agreements.

Note: Totals may not sum because of rounding.

County Name	Region	Allocation Share	County Allocation	Disbursement Amount	Disbursement Date	Amount Heldback by County
		0.00911955	\$83,541.08	\$83,541.08		\$0.00
Nueces County	4	0.00911955	\$83,541.08	\$83,541.08	4/16/2024	\$0.00

City Name	County	Region	Allocation Share	City Allocation	Disbursement Amount	Disbursement Date	Amount Heldback by City
			0.01261455	\$115,557.58	\$115,555.20		\$2.38
City of Agua Dulce	Nueces	4	0.00000029	\$2.66	\$2.66	4/29/2024	
City of Bishop	Nueces	4	0.00005475	\$501.55	\$501.55	4/16/2024	
City of Corpus Christi	Nueces	4	0.01208471	\$110,703.89	\$110,703.89	4/16/2024	
City of Driscoll	Nueces	4	0.00000026	\$2.38	<\$25		\$2.38
City of Petronila	Nueces	4	0.00000003	\$0.27	\$0.27	4/30/2024	
City of Port Aransas	Nueces	4	0.00020681	\$1,894.52	\$1,894.52	5/7/2024	
City of Robstown	Nueces	4	0.00026770	\$2,452.31	\$2,452.31	4/19/2024	

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“*PDMPs*”), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

PERSONAL SERVICES CONTRACT

THIS CONTRACT FOR PERSONAL SERVICES is made by and between Nueces County Hospital District (the "Hospital District" or "District") and Luis Saenz / TX Public Affairs, (the "Contractor") for the purpose of contracting for certain personal services.

WITNESSETH

WHEREAS, the Hospital District is a body politic and corporate and a political subdivision of the State of Texas, established and created pursuant to the Texas Constitution, Article IX, Section 4 and the Texas Health and Safety Code (the "Health Code"), Chapter 281, and operated in accordance with the Health Code and other applicable laws of the State of Texas;

WHEREAS, pursuant to the collective authorities of the Health Code, §281.047 and §281.048, the Board of Managers of the Hospital District (the "Board") has, and at the time of approval or ratification of this Contract had, full power and authority to manage, control, administer, and to adopt rules governing operation of the District;

WHEREAS, pursuant to Health Code, §281.026, the Hospital District's Administrator (the "Administrator") performs duties required by the Board and supervises the work and activities of the Hospital District;

WHEREAS, Local Government Code, §262.024, provides for the procurement of personal services;

WHEREAS, the Hospital District desires to contract for personal legislative services during the 89th Texas Legislative Session as described in the scope of work, Attachment B; and

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

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

AGREEMENT

ARTICLE 1 SCOPE OF SERVICES TO BE PROVIDED BY HOSPITAL DISTRICT AND CONTRACTOR

Hospital District hereby agrees to perform those tasks and services described in Attachment A, which is attached hereto and made a part thereof this Contract.

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

ARTICLE 2 CONTRACT PERIOD

This Contract shall begin on August 01, 2024 and terminate at the close of business on June 30, 2025, unless extended by supplemental agreement duly executed by the Contractor and the Hospital District prior to the date of termination, as provided in Article 9 - Supplemental Agreements, or otherwise terminated, as provided in Article 16 - Termination. Any work performed or cost incurred after the date of termination shall be ineligible for reimbursement.

ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT

The maximum amount payable under this Contract is Eighty Two Thousand Five Hundred Dollars (\$82,500), unless modified as provided in Article 9 - Supplemental Agreements. Maximum amount payable is not inclusive of any reimbursable expenses as set-out below.

Payments will be made monthly in the amount of Seven Thousand Five Hundred Dollars (\$7,500) per month through June 30, 2025. Both parties agree and recognize that any reduction in payment should reflect a proportional reduction in expected monthly hours worked by Contractor.

The Contractor shall prepare and submit to the Hospital District monthly invoices and a progress report stating the status and description of the work accomplished during the billing period to the Administrator via electronic mail, the District's representative under this Contract.

The Contractor shall execute and submit all necessary accounting and/or legal reporting forms (i.e., Internal Revenue Form W-9 Request for Taxpayer Identification Number, Texas Ethics Commission Form 1295-Certificate of Interested Parties, etc.) as statutorily required or requested by Hospital District, prior to the remittance of any payments by the Hospital District for work.

The Hospital District reserves the right to withhold payment pending verification of satisfactory work.

The Hospital District will NOT pay expenses incurred relative to the Contractor's duties, including travel expense, long distance telephone calls, special mailing, or delivery expenses.

The Hospital District assumes no liability for work performed or costs incurred prior to the effective date of this Contract, or during periods when work is suspended, or after the Contract completion date.

ARTICLE 4 WORK AUTHORIZATIONS

[Specifically Excluded]

ARTICLE 5 PROGRESS

The Contractor shall, from time to time during the progress of the work, confer with the Hospital District. The Contractor shall prepare and present such information as may be pertinent and necessary, or as may be requested by the District to evaluate features of the work. Upon request by the District, the Contractor shall make presentations to the Board, District staff, and as otherwise directed by the District.

At the request of the Hospital District or the Contractor, conferences shall be held at the Contractor's office, the District's office, or at other locations as may be designated by the District. These conferences shall also include an evaluation of the Contractor's services and work when requested by the District.

The Contractor shall report to the Administrator for purposes of this Contract. If the Contractor has questions on directions, or on any of the tasks and services to be performed in Attachment A or B, the Contractor should seek clarity through the Administrator.

The Contractor shall promptly advise the Hospital District, through the Administrator, in writing of events which have a significant impact upon the progress of work, including:

1. problems, delays, or adverse conditions which will materially affect the ability to attain Contract objectives, prevent the meeting of time schedules and goals, or preclude the

attainment of project work units by established time periods; this disclosure will be accompanied by a statement of the action taken, or contemplated, and any District assistance needed to resolve the situation; and

2. favorable developments or events which would enable meeting the work schedule goals sooner than anticipated.

ARTICLE 6 SUSPENSION

The Hospital District may suspend the work, but not terminate the Contract, by giving written notice a minimum of two (2) calendar days prior to the date of suspension. The two (2) day notice may be waived if approved in writing by the parties.

The work will be reinstated and resumed in full force and effect within ten (10) calendar days of receipt of written notice from the Hospital District to resume the work. The ten (10) day notice may be waived if approved in writing by both parties.

If the Hospital District suspends the work, the Contract period, as determined in Article 2 - Contract Period, is not affected and the Contract will terminate on the date specified unless the Contract is amended as provided in Article 9 - Supplemental Agreements.

ARTICLE 7 ADDITIONAL WORK

If the Contractor determines that any work it has been directed to perform is beyond the scope of this Contract and constitutes extra work, it shall promptly notify the Hospital District through the Administrator in writing. In the event the District determines that such work constitutes extra work and exceeds the maximum amount payable, the District shall so advise the Contractor and a supplemental agreement may be executed, as provided in Article 9 - Supplemental Agreements.

The Contractor shall not perform any additional work or incur any additional costs prior to the execution, by all parties, of a supplemental agreement. The Hospital District shall not be responsible for actions by the Contractor or any costs incurred by the Contractor relating to additional work not directly associated with the performance of the work authorized in this Contract or as amended.

ARTICLE 8 CHANGES IN WORK

If the Hospital District finds it necessary to request changes to previously satisfactorily completed work or parts thereof which involve changes to the original scope of services or character of work under the Contract, the Contractor shall make such revisions if requested and as directed by the District. This will be considered additional work and paid for as specified under Article 7-Additional Work.

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

ARTICLE 9 SUPPLEMENTAL AGREEMENTS

The terms of this Contract may be modified by supplemental agreement if the Hospital District determines that there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided in Article 3 - Compensation and Method of Payment.

Any supplemental agreement must be executed by both parties within the Contract period specified in Article 2 -Contract Period.

No claim for extra work done shall be made by the Contractor until full execution of the supplemental agreement and authorization to proceed is issued by the Hospital District. The District reserves the right to withhold payment pending verification of satisfactory work performed.

ARTICLE 10 PUBLIC INFORMATION ACT

All data, and other documents created or collected under the terms of this Contract are the exclusive property of the Hospital District and shall be furnished to the District upon request. All documents prepared by the Contractor and all documents furnished to the Contractor by the District shall be delivered to the Administrator upon completion or termination of this Contract. The Contractor, at its own expense, may retain copies of such documents or any other data which it has furnished the District under this Contract. Release of information will be in accordance with the Texas Public Information Act.

**ARTICLE 11
SUBCONTRACTING**

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

**ARTICLE 12
EVALUATION OF WORK**

The Hospital District and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder. If a review or evaluation is being made on the premises of the Contractor, the Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the District representatives in the performance of their duties. If funds by other agencies or entities are to be used for payment of the services under this Contract, the Contractor's services and work may be subject to periodic review and approval by other agencies or entities, including city, county, state, and/or federal agencies.

**ARTICLE 13
SUBMISSION OF REPORTS**

All applicable study reports shall be submitted in preliminary form for review by the Hospital District before a final report is issued. The District's comments on the Contractor's preliminary report shall be addressed in the final report.

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

Unless during an open meeting, pursuant to Texas Government Code Chapter 551, of the Board, Contractor shall not convey any information received from any member of the Board to any other member of the Board.

If contacting a member of the Board by email, Contractor shall send a copy under separate email to each of the other members of the Board and Administrator to avoid any potential Open Meetings Act (OMA), Texas Government Code Chapter 551 violations.

ARTICLE 14
COMPUTER DOCUMENTS AND INFORMATION EXCHANGE

All computer files must be compatible with the Hospital District's computer systems without conversion or modifications.

All graphics media provided by the Contractor shall be delivered to the Hospital District.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of the Contract terms or breach of Contract by the Contractor shall be grounds for termination of the Contract and any increased cost arising from the Contractor's default, breach of Contract, or violation of Contract terms shall be paid by the Contractor. This Contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 16
TERMINATION

This Contract shall terminate at the close of business on June 30, 2025 unless extended as provided in Article 9 - Supplemental Agreements.

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

1. By mutual agreement and consent, in writing, of all parties;
2. By the Hospital District, by notice in writing to the Contractor as a consequence of failure by the Contractor to perform the services set forth herein in a satisfactory manner;
3. By any party, upon the failure of the other party to fulfill its obligations as set forth herein;
4. By the Hospital District, for reasons of its own and not subject to the mutual consent of the Contractor upon not less than thirty (30) calendar days written notice to the Contractor; and
5. By written notice from the Hospital District upon satisfactory completion of all services and obligations described herein.

Should the Hospital District terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Contractor. In determining the value of the work performed by the Contractor prior to termination the District shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the District terminate this Contract under Item 4 of the above paragraph, the amount charged during the thirty (30) calendar day notice period shall not exceed the amount charged during the preceding thirty (30) calendar days.

If the Contractor defaults in the performance of this Contract or if the Hospital District terminates this Contract for fault on the part of the Contractor, the District will give consideration to the actual costs incurred by the Contractor in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable to the District, the cost to the District of employing another to complete the work required and the time required to do so, and other factors which affect the value to the District of the work performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the Hospital District and the Contractor under this Contract, except the obligations set forth in Articles 10, 12, 17, 18, 19, and 20 of this Contract. If the termination of this Contract is due to the failure of the Contractor to fulfill its Contract obligations, the District may take over the project and prosecute the work to completion. In such case, the Contractor shall be liable to the District for any additional cost occasioned to the District.

ARTICLE 17 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable Federal, State, and local laws, statutes, codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals, in any manner affecting the performance of this Contract, including, without limitation licensing laws and regulations. Contractor represents he/she shall comply with Chapter 305 of the Texas Government Code, including reporting requirements regarding conflict of interest. When required, the Contractor shall furnish the Hospital District with satisfactory proof of its compliance.

It is expressly understood by the Contractor, that from the date of award of this Contract to one (1) year after termination or expiration of Contract's term, the Contractor is prohibited from providing gifts of any form to any Board member, the Administrator, any District official, or any District employee.

**ARTICLE 18
INDEMNIFICATION**

THE CONTRACTOR SHALL SAVE HARMLESS THE HOSPITAL DISTRICT AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, OR EMPLOYEES PERFORMED UNDER THIS CONTRACT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT OF THE CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. THE CONTRACTOR SHALL ALSO SAVE HARMLESS THE HOSPITAL DISTRICT FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES WHICH MAY BE INCURRED BY THE HOSPITAL DISTRICT IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES WHICH MAY BE IMPOSED ON THE COUNTY AS A RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACTIVITY BY THE CONTRACTOR.

**ARTICLE 19
CONTRACTOR'S RESPONSIBILITY**

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

**ARTICLE 20
RETENTION, AVAILABILITY OF RECORDS AND AUDIT REQUIREMENTS**

The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred and shall make such materials available at its office during the Contract period and for four (4) years from the date of final payment under this Contract or until pending litigation has been completely and fully resolved, whichever occurs last. The Hospital District or any of its duly authorized representatives shall have access during normal business hours to any and all books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, transcriptions, and for checking the amount of work performed by the Contractor.

**ARTICLE 21
SUCCESSORS AND ASSIGNS**

The Contractor and the Hospital District do hereby bind themselves, their successors, executors, administrators, and assigns to each other party of this Contract and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Contract.

The Contractor shall not assign, subcontract, or transfer its interest in this Contract without the prior written consent of the Hospital District.

**ARTICLE 22
SEVERABILITY**

In the event any one or more of the provisions contained in this Contract, for any reason, shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and; this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 23
PRIOR CONTRACT SUPERSEDED**

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

**ARTICLE 24
AUTHORITY TO ACT AS LOBBYIST**

Contractor warrants that he is registered as a lobbyist as required under Chapter 305 of the Texas Government Code; that Contractor is authorized by law to act as a lobbyist for the Hospital District; that there is no legal or ethical impediment to Contractor acting as a lobbyist for the District; and that Contractor shall immediately communicate to the District in writing any change in Contractor's status as a registered lobbyist or authority to lawfully and ethically act as a lobbyist for the District.

**ARTICLE 25
CONFIDENTIALITY**

During and after the Term of this Contract, Contractor agrees to strictly maintain the confidentiality of all information pertaining to the Hospital District and its personnel not open to the public under the Texas Public Information Act (Tex. Gov't Code Ann., Chapter 552) and will not use any such information to the detriment of the District or its officers or employees at any time. In the event any member of the public or media requests information pertaining to the District or its personnel from the Contractor, Contractor shall immediately direct the requesting party to the custodian of public information designated by the District and shall also immediately notify the District of the request.

**ARTICLE 26
CONFLICT OF INTEREST**

Contractor affirms and warrants that he has no conflict of interest regarding the services to be provided under this Contract that would affect the representation undertaken herein. Contractor warrants that all representation within the last three (3) calendar years, by Contractor or an interest adverse to or conflicting with any interest of the Hospital District or any of its departments, boards, employees or appointed and officials, has been fully disclosed in writing to the District. Contractor must provide the District with a list of any clients or business associates of the Contractor or any of Contractor's employees or subcontractors which may have any interest in District projects or legislation covered under this Contract. This list shall include the nature of the interest the client or business has in the District project or legislation. Contractor has an obligation to update the list as new clients, associates or interests which develop. Such notice should be given 3 business days after Consultants obtain the additional information.

**ARTICLE 27
INDEPENDENT CONTRACTOR RELATIONSHIP**

Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The Contractor shall be deemed at all times to be an independent contractor. The Hospital District shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this Contract. The Contractor expressly agrees to indemnify and hold harmless the District, its agents, officer, and employees, for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of Contractor.

**ARTICLE 28
NOTICES**

All notices from one party to another, required under this Contract, shall be personally delivered or mailed to such party at the following respective address:

HOSPITAL DISTRICT

Jonny F. Hipp, Administrator
Nueces County Hospital District
555 N. Carancahua, Suite 950
Corpus Christi, TX 78401
jonnyhipp@nchdcc.org

CONTRACTOR

Luis Saenz / TX Public Affairs
919 Congress Avenue, Suite 730
Austin, Texas 78701
luis@txpublicaffairs.com

**ARTICLE 29
VENUE AND GOVERNING LAW**

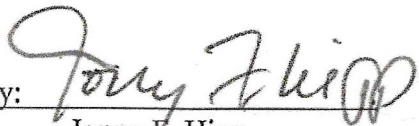
Venue shall be in Nueces County, Texas. This Contract shall be construed under and in accord with the law of the State of Texas.

IN WITNESS WHEREOF, this Contract is effective August 01, 2024.

NUECES COUNTY HOSPITAL DISTRICT

CONTRACTOR

By:



Jonny F. Hipp
Administrator/CEO

Date:

08/01/2024

By:



Luis J. Saenz

Date:

8/19/24

List of Attachments

- Attachment A – Services to be provided by Hospital District
- Attachment B – Services to be provided by Contractor

ATTACHMENT A
SERVICES TO BE PROVIDED BY HOSPITAL DISTRICT

- Provide overall project direction and day-to-day prioritization, coordination, clarification, and information about the Hospital District's legislative goals and objectives during the 89th Texas Legislative Session.

ATTACHMENT B
SERVICES TO BE PROVIDED BY CONTRACTOR

During the 89th Texas Legislative Session, provide personal legislative services to influence legislative outcomes, shape policy, and advocate for Hospital District's interests before lawmakers, governmental officials, and agencies, including, but not limited to:

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

#



VG-12-2024-2024000421

Nueces County
Kara Sands
Nueces County Clerk

Instrument Number: 2024000421

Public Notice

PUBLIC NOTICES

Recorded On: September 20, 2024 08:45 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$0.00



STATE OF TEXAS

Nueces County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Nueces County, Texas

Kara Sands
Nueces County Clerk
Nueces County, TX

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2024000421
Receipt Number: 20240920000017
Recorded Date/Time: September 20, 2024 08:45 AM
User: Paula G
Station: CLERK01

Record and Return To:

HOSPITAL DISTRICT



Kara Sands

Nueces County Clerk
901 Leopard St #201
Corpus Christi, TX 78401

Main: (361)888-0580

Receipt: 20240920000017

Date: 09/20/2024

Time: 08:45AM

By: Paula G

Station: CLERK01

Status: ORIGINAL COPY

<u>Seq</u>	<u>Item</u>	<u>Document Description</u>	<u>Number</u>	<u>Number Of</u>	<u>Amount</u>	<u>Serial Number</u>
1	Public Notice	PBN	2024000421	9	\$0.00	

Order Total (1) \$0.00

<u>Seq</u>	<u>Payment Method</u>	<u>Transaction Id</u>	<u>Comment</u>	<u>Total</u>
1				\$0.00
			Total Payments (1)	\$0.00
			Change Due	\$0.00

HOSPITAL DISTRICT

For more information about the County Clerk's office and to search property records online, please visit <http://www.nuecesco.com/county-services/county-clerk>

RECEIVED

SEP 20 2024

KARA SANDS
CLERK OF THE COUNTY COURT
NUECES COUNTY, TEXAS

NOTICE OF PUBLIC MEETING

NUECES COUNTY HOSPITAL DISTRICT

BOARD OF MANAGERS

**Board of Managers - Regular Meeting
Tuesday, September 24, 2024 at 12:00 PM**

Location:

Board of Managers Meeting Room, 555 N. Carancahua Street, Room 950-A, Corpus Christi, Texas 78401

MEETING IN-PERSON AND VIA VIDEOCONFERENCE CALL

The Nueces County Hospital District ("NCHD") Board of Managers or a Committee thereof as specified above will hold a meeting on the date and at the time and location shown above. The agenda item(s) for this meeting are set forth on the accompanying page(s); agenda item(s) are not necessarily considered in the order listed.

On September 1, 2021, Governor Abbott rescinded the suspension of certain Rules of the Texas Open Meetings Act ("Act") which had allowed meetings to be conducted entirely virtually. The specified NCHD Board of Managers meeting will be held both in-person and via videoconference call. Public participation will be available in-person as well as via videoconference call as allowed under the Act. It is the intent that a quorum of the Board of Managers as required for the specified meeting will be physically present at the location posted in this meeting notice. It is also the intent that the Board member presiding over the meeting be physically present for the specified meeting at the location posted in this meeting notice. Any member of the Board of Managers participating by videoconference call shall be visible and audible to the public whenever the member is speaking; Board member participation by audio-only is no longer permitted. Although the meeting will be open to the public during the open portions of the meeting, any member of the public wishing to observe the meeting may do so via videoconference call and as well as participate via videoconference call in public comment, may do so through the videoconference call Zoom meeting link shown on this meeting notice below, as well as shown on NCHD's website.

The Texas Open Meetings Act defines a "videoconference call" as a communication conducted between two or more persons in which one or more of the participants communicate with the other participants through duplex audio and video signals transmitted over a telephone network, a data network, or the Internet. Zoom is an Internet-based communications platform that allows users to connect with duplex audio and video signals. Using Zoom requires an Internet connection and a supported device.

Meeting agendas and supporting materials are available via NCHD's BoardBook meeting management system at: <https://meetings.boardbook.org/Public/Organization/1886>.

Attend Meeting via Videoconference, Join Zoom Meeting:

<https://nchdcc-org.zoom.us/j/5746765992?pwd=T2RVWFBoZGJYdHYyQmp1VUdZeUc3Zz09>

Meeting ID: 574 676 5992

Passcode: 195957

**NUECES COUNTY HOSPITAL DISTRICT
BOARD OF MANAGERS
Board of Managers - Regular Meeting
Tuesday, September 24, 2024 at 12:00 PM**

AGENDA

1. WELCOME

2. ROLL CALL OF BOARD OF MANAGERS

- John E. Valls, MBA, Chairman
- Vishnu V. Reddy, M.D., Vice Chairman
- Sylvia Tryon Oliver
- Belinda Flores, R.N.
- Judge Mariana Garza
- Efrain Guerrero, Jr.
- Arthur Granado

3. CALL TO ORDER, ESTABLISHMENT OF QUORUM, MEETING POSTING CONFIRMATION, AND CLOSED MEETING NOTICE:

A. Call to order.

B. Establish quorum.

C. Confirm posting of Meeting's public notice in accordance with Texas Open Meetings Act, Texas Government Code, Chapter 551.

D. Public notice is hereby given that the Board of Managers may elect to go into Closed Meeting session(s) at any time during the meeting to discuss any matter(s) listed on the agenda when so authorized by the provisions of the Open Meetings Act, Texas Government Code, Chapter 551.

4. ANNOUNCEMENT ON DISCLOSURE OF CONFLICTS OF INTEREST. Any Conflicts of Interest or Appearance of a Conflict of Interest with items on this agenda shall be declared at this time. Members with conflicts will refrain from voting and are asked to refrain from discussion on such items. Conflicts discovered later in the meeting shall be disclosed at that time.

5. PUBLIC COMMENT - Persons attending in-person and wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must sign-in on the "Agenda Item Request to Speak" form provided at the entrance of the Board meeting room at least five (5) minutes prior to commencement of the meeting. Persons attending via audio or video conference and wishing to comment on any item(s) on the agenda or any subject within the Board's responsibilities must verbally notify the presiding officer of their

desire to comment when the officer calls for public comment from those attending via audio and video conference. Commenters shall limit their comments to three (3) minutes, except that Commenters addressing the Board through a translator shall limit their comments to six (6) minutes.

6. **CONSENT AGENDA** - The Consent Agenda consists of those agenda items which are routine, administrative in nature, not in need of separate attention, and which a member of the Board has not requested be discussed separately. If requested to be discussed separately, that agenda item will be removed from the Consent Agenda by the presiding officer to the Regular Agenda and discussed as a part of the Regular Agenda at the appropriate time. All remaining items listed under the Consent Agenda will be voted upon in a single vote:

A. Approve Board of Managers Regular Meeting minutes of August 27, 2024.

B. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2024 year-to-date:

1. Salaries, benefits, and supplies at/for the City of Corpus Christi/Nueces County Public Health District;
2. Emergency medical services provided in unincorporated areas of Nueces County;
3. Supplemental and jail diversion program funding for Nueces Center for Mental Health and Intellectual Disabilities;
4. Medical services provided at County correctional facilities:
 - a. Nueces County Jail; and
 - b. Nueces County Juvenile Detention Center;
5. Funding for alcohol and drug abuse treatment programs:
 - a. Cenikor (Charlie's Place); and
 - b. Council on Alcohol and Drug Abuse;
6. Funding for diabetes prevention and supporting programs; and
7. Public health grants. (*Finance Committee*)

C. Receive summary imputed claims information on medical and hospital care provided to the Nueces Aid Program population consistent with the CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement for fiscal year-to-date period-ended August 31, 2024. (*Finance Committee*)

D. Receive fiscal year-to-date Specified Annual Percentage-related revenue reports; revenue receipts pursuant to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement, Section 5.03. (*Finance Committee*)

E. Receive monthly statement of escrow amounts deposited and/or withdrawn by CHRISTUS Spohn Health System Corporation; deposits pursuant to and consistent with Schedule 1 to CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement; receive statement for month-ended August 31, 2024. (*Finance Committee*)

F. Receive statement of amounts deposited to and/or withdrawn from Local Provider Participation Fund for fiscal year-to-date; deposits and withdrawals pursuant to Board of Managers Order authorizing participation in a health care provider participation program pursuant to Texas Health and Safety Code, Chapter 298C, as amended. (*Finance Committee*)

G. Receive summary report of cumulative actual intergovernmental transfers (IGTs) made in support of local and other healthcare providers participating in Medicaid directed and supplemental payment programs sponsored by the Texas Health and Human Services Commission (HHSC), and receive estimates of provider payments resulting from the IGTs:

1. Directed Payment Programs - IGTs for HHSC's Medicaid managed care organization payments to healthcare providers that support overall Medicaid program goals and objectives:

- a. Aligning Technology by Linking Interoperable Systems for Client Health Outcomes Program (ATLIS);
- b. Comprehensive Hospital Increase Reimbursement Program (CHIRP);
- c. Network Access Improvement Program (NAIP); and
- d. Texas Incentives for Physicians and Professional Services (TIPPS); and

2. Supplemental Payment Programs - IGTs for HHSC Medicaid payments made to hospitals, separate from and in addition to base payments, for achieving certain goals or to support health care providers that see significant numbers of uninsured or persons without much money:

- a. Disproportionate Share Hospital (DSH);
- b. Graduate Medical Education (GME);
- c. Hospital Augmented Reimbursement Program (HARP); and
- d. Hospital Uncompensated Care (UC). (*Finance Committee*)

H. Receive reports relating to Nueces Aid Program enrollment for the month-ended August 31, 2024:

1. Total Persons and Households Enrolled;
2. Enrollment Summary;
3. Denials;
4. Application Processing Summary; and
5. Enrollment by Zip Code. (*Finance Committee*)

7. REGULAR AGENDA - The Regular Agenda consists of those agenda items which are non-routine, not administrative in nature, or are otherwise in need of separate attention. Each

Regular Agenda item will be voted upon separately if action is required:

A. Finance Committee:

1. Financial Statements:

- a. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended August 31, 2024. *(ACTION)*

B. Legislative Committee:

1. Discuss and consider revision of the 89th Texas Legislative Session Agenda of August 21, 2024. *(ACTION)*

C. Indigent Health Care:

1. Discuss and consider authorizing the Administrator to negotiate and execute agreements with local non-profit organizations relating to building awareness and advocacy of the Nueces Aid Program, the indigent healthcare program operated by the Hospital District, and related matters. *(ACTION)*
2. Discuss and consider approval of a Professional Services Agreement For Non-Exclusive License with Indigent Healthcare Solutions (IHS) to provide sole-source specialized data processing software to support the enrollment, claims processing, reporting, and other related technology functions necessary for efficient operation of the Nueces Aid Program, an NCHD-sponsored indigent healthcare program operated pursuant to Chapters 61 and 281, Texas Health and Safety Code; Agreement for two-year term September 1, 2024 – August 31, 2026; and authorize Administrator to execute Agreement and related documents. *(ACTION)*
3. Discuss and consider matters related to an agreement in development with 3Dhealth Inc. to prepare a current and five-year physician specialty needs assessment for Nueces County, and related matters. *(ACTION)*

D. Opioid Settlement Funds:

1. Receive information on first distribution of Texas Opioid Abatement Fund Council funds from the Texas Comptroller of Public Accounts, and discuss related matters. *(INFORMATION)*
2. Discuss Texas Opioid Abatement Fund Council rules relating to the use of funds distributed by the Texas Comptroller of Public Accounts, and related matters. *(INFORMATION)*

E. Board of Managers Business:

1. Confirm appointment of the Administrator as Secretary of the Board of Managers, appointment pursuant to §281.023(b), Texas Health and Safety Code. **(ACTION)**

2. Discuss and consider postponing action on the election of Board of Managers Officers and appointment of Committee Chairs and Committee members for Fiscal Year 2025 until after the Commissioners Court takes action on Board reappointment(s) or appointment(s); annual officer elections and committee chair and committee member appointments pursuant to Board of Managers Bylaws, §2.2.A. **(ACTION)**

F. Administrator's Actions:

1. Ratify Administrator's action(s) performed as part of his duties directing the affairs of the Hospital District and/or as required by the Board of Managers; duties established pursuant to Texas Health and Safety Code, §281.026(e):

a. Execution of Personal Services Contract for legislative services during the 89th Texas Legislative Session:

1. Luis Saenz. **(ACTION)**

G. Administrator's Briefing:

1. Pending and other Hospital District matters. **(INFORMATION)**

2. Next scheduled Board of Managers and Board Committee regular meetings (all meetings' dates, times, and locations are subject to change):

a. Finance Committee: Tuesday, October 22, 2024, at 11:15 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401;

b. Legislative Committee: Tuesday, October 22, 2024, at 11:45 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and

c. Board of Managers: Tuesday, October 22, 2024, at 12 Noon in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. **(INFORMATION)**

8. CLOSED MEETING - Public Notice is hereby given that the Board of Managers may go into closed meeting session(s) at any time during the meeting to discuss any matter(s) listed on the agenda, when so authorized by the provisions of the Open Meetings Act, Texas Government Code, Chapter 551. *To the extent there has been a past practice of distinguishing items for public deliberation and those for executive session, the public is advised that the Board is departing from that practice and reserves the right to discuss any*

listed agenda items in a closed meeting when authorized by law to do so. When the Board goes into closed session(s) regarding an agenda item(s), the section(s) of the Open Meetings Act authorizing the closed session will be publicly announced by the presiding officer. Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in closed session(s), then the final action, final decision, or final vote shall be either: (a) in the open meeting covered by the Notice upon reconvening of the public meeting; or (b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine pursuant to applicable laws. The Board specifically expects to go into a closed session(s) on the matters listed below pursuant to the Act, §551.071 and §551.074.

A. Consult with attorneys relating to matters relating to bank accounts and related matters, pursuant to §551.071.

B. Consult with attorneys on matters relating to appropriate procedure to be used by members of the Hospital District Board of Managers related to the discussion and consideration of agenda items before the Board of Managers, pursuant to §551.071.

C. Consult with attorneys on matters relating to provisions of the Amended and Restated CHRISTUS Spohn Health System Corporation Membership Agreement, Escrow Agreement, and Amended and Restated Memorandum of Understanding Relating to Termination of the Membership Agreement and related matters, pursuant to §551.071.

D. Consult with attorneys on matters relating to Letter Agreement with CHRISTUS Spohn Health System Corporation relating to Hospital District's support of CHRISTUS Spohn's Emergency Medicine Residency Program and related matters, pursuant to §551.071.

E. Consult with attorneys on matters relating to Escrow Amendment Conditions Letter Agreement in development with CHRISTUS Spohn Health System Corporation, and related matters, pursuant to §551.071.

F. Administrator's performance evaluation and related matters, pursuant to §551.074.

9. OPEN MEETING - Following the Closed Meeting, the Board of Managers will reconvene the Open Meeting prior to taking any action(s) on matters considered in the Closed Meeting or adjourning the meeting.

A. Discuss and consider final action, decision, or vote on matters considered in Closed Meeting. (***ACTION AS NEEDED***)

10. ADJOURN

11. Public Notice Posting Receipt.