

**NUECES COUNTY HOSPITAL DISTRICT  
BOARD OF MANAGERS  
Board of Managers - Regular Meeting  
Tuesday, November 14, 2023 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 minutes:

- 1. Regular Meetings of September 26 and October 24, 2023; and 7
- 2. Special Meeting of November 3, 2023. 26

B. Receive listings of new vendors for September and October 2023; listings provided pursuant to Board of Managers Bylaws, §2.1.B and Texas Local Government Code, Chapter 176. 33

C. Receive summary payment information on Nueces County health care disbursements for Fiscal Year 2023 year-to-date: 34

- 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;
- 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);
  - b. Council on Alcohol and Drug Abuse; and
  - c. Palmer Drug Abuse Program;
- 6. Funding for diabetes prevention and supporting programs;
- 7. Public health grants; and

8. Legal and professional fees.	
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 fiscal year-to-date periods-ended September 30 and October 31, 2023.	35
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.	37
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 months-ended September 30 and October 31, 2023.	38
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.	44
H. Receive summary report of cumulative estimated provider payments and actual intergovernmental transfers made in support of local and other healthcare providers participating in Medicaid supplemental and directed payment programs sponsored by the Texas Health and Human Services Commission (HHSC):	45
1. <u>Directed Payment Programs</u> - Medicaid managed care organization payments to healthcare providers that support overall Medicaid program goals and objectives:	
a. Comprehensive Hospital Increase Reimbursement Program (CHIRP);	
b. Network Access Improvement Program (NAIP);	
c. Texas Incentives for Physicians and Professional Services (TIPPS);	
d. Uniform Hospital Rate Increase Program (UHRIP); and	
2. <u>Supplemental Payment Programs</u> - HHSC-directed payments made to hospitals for achieving certain goals or to support health care providers that see significant numbers of uninsured or persons without much money:	
a. Disproportionate Share Hospitals (DSH) program;	
b. Graduate Medical Education (GME);	
c. Hospital Uncompensated Care (UC) pool; and	
3. <u>Phase-Out Programs</u> :	

a. Delivery System Reform Incentive Payment (DSRIP) pool.

I. Receive reports relating to Nueces Aid Program enrollment for the months-ended September 30 and October 31, 2023:

- |   |    |
|---|----|
| 1. Total Persons and Households Enrolled; | 46 |
| 2. Enrollment Summary;                    | 48 |
| 3. Denials;                               | 52 |
| 4. Application Processing Summary; and    | 54 |
| 5. Enrollment by Zip Code.                | 62 |

**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:**

1. Financial Statements:

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| a. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended September 30, 2023. <b>(ACTION)</b> | 68 |
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2. Investment Report:

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| a. Receive Quarterly Investment Report for fiscal quarter-ended September 30, 2023. <b>(INFORMATION)</b> | 75 |
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**B. Foreign Trade Zones:**

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| 1. Discuss and consider a request from Aransas Terminal Company, LLC (ATC) for a Letter of Non-Objection relating to ATC's intent to establish a wind turbine components-related Foreign Trade Zone on Harbor Island at 118 Hwy. 361, Port Aransas, Texas; consider approval of a related Payment In Lieu of Taxes Agreement between ATC and the Hospital District; and consider related matters. <b>(ACTION)</b> | 101 |
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|---|-----|
| 2. Discuss and consider a request from Cimbar Resources Inc. (CR) for a Letter of Support/Non-Objection relating to CR's intent to establish a mineral processing-related Foreign Trade Zone at 322 Manning Road, Corpus Christi, Texas, and related matters. <b>(ACTION)</b> | 114 |
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**C. Board of Managers Business:**

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|---|-----|
| 1. Discuss and consider rescinding or modifying the October 24, 2023 Board of Managers action related to nominations for consideration of appointment to the CHRISTUS Spohn Health System Corporation's | 120 |
|---|-----|

Board of Directors; appointments by Hospital District pursuant to Article III, Section 3.01(b) of the CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement.  
**(ACTION)**

**D. FEMA COVID-19 Pandemic Cost Recovery Application:**

1. Receive update on the matter of Arbitration Agreement between the Federal Emergency Management Agency ("FEMA"), Texas Division of Emergency Management, and Nueces County Hospital District relating to Hospital District's arbitration request before the United States Civilian Board of Contract Appeals ("CBCA") in the matter identified as CBCA 7792-FEMA, In the Matter of Nueces County Hospital District. **(INFORMATION)** 141

**E. 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 Agreement with Patricia A. Shipton for legislative consulting services during the Texas Legislature's Special Sessions. **(ACTION)** 145

b. Execution of Personal Services Agreement with Joel J. Romo for legislative consulting services during the 88th Texas Legislature's Special Sessions. **(ACTION)** 161

**8. ADMINISTRATOR'S BRIEFING:**

A. Next scheduled Board of Managers regular meeting (meeting date, time, and location are subject to change):

1. Board of Managers: Tuesday, December 12, 2023, 12 Noon in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. **(INFORMATION)**

**9. 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.

A. Consult with attorneys on matters relating to nominations for consideration of appointment to the CHRISTUS Spohn Health System Corporation's Board of Directors.

**10. 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 other matters considered in Closed Meeting. (***ACTION AS NEEDED***)

**11. ADJOURN**

**MINUTES  
BOARD OF MANAGERS  
NUECES COUNTY HOSPITAL DISTRICT  
REGULAR MEETING  
SEPTEMBER 26, 2023**

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The Nueces County Hospital District Board of Managers met at 12:00 p.m. Tuesday, September 26, 2023, 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 – ABSENT
Donna Littlefield	Director, Accounting & Finance
Mary Esther Guerra	Assistant County Attorney
John B. Martinez	General Counsel
Melissa Quintanilla	Executive Assistant/Human Resources
Carmina Hernandez Moreno	Administrative Assistant

**OTHERS PRESENT:**

Jenny Dorsey	Nueces County Attorney
J.C. Hooper	Nueces County Sherriff's Dept.
Eric Evans	CCMC
Mark Hendrix	MHID
Becky Rios	Christus Spohn Hospital – via Zoom
Ronica Hutchinson	Gjerset & Lorenz – via Zoom
Tess Onink	Physician Assistant

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**BOARD OF MANAGERS  
REGULAR MINUTES  
MEETING  
SEPTEMBER 26, 2023**

**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 – Mr. John E. Valls, Chairman  
The meeting was called to order by Mr. Valls at 12:03 p.m.
- B. Establish quorum – Mr. Valls, Chairman.  
A quorum was present with all members in attendance.

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

- 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  
REGULAR MINUTES  
MEETING  
SEPTEMBER 26, 2023**

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.

**No one to comment on Public Comment.**

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 22, 2023.
- B. Receive listing of new vendors as of September 21, 2023; 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 2023 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;
  - 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:

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- a. Cenikor (Charlie's Place);
  - b. Council on Alcohol and Drug Abuse; and
  - c. Palmer Drug Abuse Program;
6. Funding for diabetes prevention and supporting programs;
  7. Public health grants; and
  8. Legal and professional fees.
- 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 fiscal year-to-date period-ended August 31, 2023.
- 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.
- 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 August 31, 2023.
- 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.
- H. Receive summary report of cumulative estimated provider payments and actual intergovernmental transfers made in support of local and other healthcare providers participating in Medicaid supplemental and directed payment programs sponsored by the Texas Health and Human Services Commission (HHSC):
1. Directed Payment Programs - Medicaid managed care organization payments to healthcare providers that support overall Medicaid program goals and objectives:
    - a. Comprehensive Hospital Increase Reimbursement Program (CHIRP);
    - b. Network Access Improvement Program (NAIP);
    - c. Texas Incentives for Physicians and Professional Services (TIPPS);
    - d. Uniform Hospital Rate Increase Program (UHRIP); and

**BOARD OF MANAGERS  
REGULAR MINUTES  
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SEPTEMBER 26, 2023**

2. Supplemental Payment Programs - HHSC-directed payments made to hospitals for achieving certain goals or to support health care providers that see significant numbers of uninsured or persons without much money:
  - a. Disproportionate Share Hospitals (DSH) program;
  - b. Graduate Medical Education (GME);
  - c. Hospital Uncompensated Care (UC) pool; and
3. Phase-Out Programs:
  - a. Delivery System Reform Incentive Payment (DSRIP) pool.

I. Receive reports relating to Nueces Aid Program enrollment for the month-ended August 31, 2023:

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

**Consent Agenda approved. Motion by Ms. Flores and seconded by Judge Garza. 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**:

1. Receive and approve unaudited financial statements for the month and fiscal year-to-date period ended August 31, 2023. (***ACTION***)

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

2. Receive supplemental Fiscal Year 2024 Annual Budget documents. (***INFORMATION***)
3. Approve Interlocal Cooperation Agreement(s) relating to Hospital District's provision of funding for and/or payment of certain County Healthcare Expenditures during Fiscal Year 2024:
  - a. Agreement between Nueces County, Nueces Center for Mental Health and Intellectual Disabilities, and the Nueces County Hospital District relating to

**BOARD OF MANAGERS  
REGULAR MINUTES  
MEETING  
SEPTEMBER 26, 2023**

certain mental health-related programs to be provided by or through the NCMHID relating to diversion of persons from jails or other detention facilities; and

b. Agreements between Nueces County and the Nueces County Hospital District relating to:

1. City of Corpus Christi-Nueces County Public Health District for the purpose of providing local public health programs for the citizens of Corpus Christi and residents throughout Nueces County;

2. Emergency ambulance services provided by Emergency Service Districts within Nueces County and the City of Robstown to assist Nueces County in providing emergency medical services for residents in the unincorporated areas of County;

3. Medical and hospital care provided at and arranged by the Nueces County Juvenile Detention Facility;

4. Programs provided by various local agencies to assist Nueces County in the reduction and prevention of diabetes within Nueces County.

5. Programs to assist Nueces County in the reduction and prevention of drug abuse and alcoholism within the County:

1. Programs provided by Cenikor; and

2. Programs provided by the Council on Alcoholism and Drug Abuse.

**(ACTION)**

**Motion by Dr. Reddy and seconded by Judge Garza.  
MOTION CARRIED.**

4. Discuss and consider amending certain Agreements to remove Hospital District as third-party and create a new, additional two-party Agreement between the County and Hospital District for the District to provide funding to the County for subject services:

a. Health Services Agreement between Nueces County, Armor Correctional Health Services, and Nueces County Hospital District relating to the provision of health care services at the Nueces County Jail; and

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REGULAR MINUTES  
MEETING  
SEPTEMBER 26, 2023**

**Mr. Valls, Chairman excused himself at 12:55 p.m. due to conflict of interest. Dr. Reddy, Vice-Chairman took over meeting for Item 4. (a.) Dr. Reddy motioned for NCHD not to be a party of said item, including to insert and transfer decision making back to the court for the Commissioners court.**

**Motion by Judge Garza and seconded by Ms. Flores.  
MOTION CARRIED.**

b. Agreement between Nueces County, Nueces Center for Mental Health and Intellectual Disabilities, and the Nueces County Hospital District relating to certain mental health-related programs to be provided by or through the NCMHID relating to diversion of persons from jails or other detention facilities. *(ACTION)*

**Motion by Mr. Guerrero and seconded by Ms. Oliver.  
MOTION CARRIED.**

**B. Jail Healthcare Services:**

1. Discuss support of healthcare services at the Nueces County Jail, including but not limited to improvements to the Jail's infirmary. *(INFORMATION)*

**Sheriff Hooper discussed on Jail's infirmary.**

**C. FEMA COVID-19 Pandemic Cost Recovery Application:**

1. Receive update on the matter of pending Arbitration Agreement between the Federal Emergency Management Agency ("FEMA"), Texas Division of Emergency Management, and Nueces County Hospital District relating to Hospital District's arbitration request before the United States Civilian Board of Contract Appeals ("CBCA") in the matter identified as CBCA 7792-FEMA, *In the Matter of Nueces County Hospital District. (INFORMATION)*

**D. 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):

**BOARD OF MANAGERS  
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- a. Execution of Letter Agreement with Frost Bank extending current depository and related agreements through October 31, 2023. *(ACTION)*

**Motion by Dr. Reddy and seconded by Judge Garza.  
MOTION CARRIED.**

**E. Board of Managers Business:**

1. Elect Board of Managers Officers for the term October 1, 2023 - September 30, 2024; annual officer elections pursuant to Board of Managers Bylaws, §2.2.A:
  - a. Chairman; and
  - b. Vice-Chairman. *(ACTION)*

**Motion by Mr. Granado and seconded by Ms. Flores to elect Mr. Valls for Chairman. MOTION CARRIED.**

**Motion by Ms. Flores and seconded by Judge Garza to elect Dr. Reddy for Vice-Chairman.  
MOTION CARRIED.**

2. Chairman-Elect appointment of Chairs and members to Standing Committees for term October 1, 2023 - September 30, 2024; appointments pursuant to Board of Managers Bylaws, §2.5.A:
  - a. Finance;
  - b. Planning; and
  - c. Quality Management. *(ACTION)*

**Item D. 2. Table per Mr. Valls, Chairman.**

3. Chairman-Elect's establishment of Special Committees and appoint Chairs and members to the Committees for the term October 1, 2023 - September 30, 2024 as authorized by Board of Managers Bylaws, §2.5.A.
  - a. Legislative; and
  - b. Additional Special Committees. *(ACTION)*

**Action per Mr. Valls, Chairman appointed  
Mr. Art Granado – Chairman  
Dr. Vishnu Reddy and  
Judge Mariana Garza for the Legislative Committee.**

**BOARD OF MANAGERS  
REGULAR MINUTES  
MEETING  
SEPTEMBER 26, 2023**

**8. ADMINISTRATOR'S BRIEFING:**

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

1. Finance Committee: Tuesday, October 24, 2023, 11:30 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401;

2. Legislative Committee: Tuesday, October 24, 2023, 11:50 AM in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401; and

3. Board of Managers: Tuesday, October 24, 2023, 12:00 Noon in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. (**INFORMATION**)

**9. 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 on matters relating to the Arbitration Agreement between the Federal Emergency Management Agency ("FEMA"), Texas Division of Emergency Management, and Nueces County Hospital District relating to the Hospital District's arbitration request before the United States Civilian Board of Contract Appeals ("CBCA") in the matter identified as CBCA 7792-FEMA, *In the Matter of Nueces*

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REGULAR MINUTES  
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SEPTEMBER 26, 2023**

*County Hospital District*, and related matters; and

B. Consult with attorneys on matters relating to the amendment of escrow-related provisions of the CHRISTUS Spohn Health System Corporation Membership Agreement and related matters.

C. Consult with attorneys on personnel and related matters.

**Mr. Valls called for Closed Session at 1:24 p.m.**

10. **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 2:19 p.m.**

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

**No action taken.**

11. **ADJOURN**

**Motion adjourned by Mr. Valls, Chairman at 2:19 p.m.**

**BOARD OF MANAGERS  
REGULAR MINUTES  
MEETING  
SEPTEMBER 26, 2023**

**PRESIDING OFFICERS:**

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John E. Valls, MBA, Chairman

**ATTEST:**

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

**MINUTES  
BOARD OF MANAGERS  
NUECES COUNTY HOSPITAL DISTRICT  
REGULAR MEETING  
OCTOBER 24, 2023**

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The Nueces County Hospital District Board of Managers met at 12:30 p.m. Tuesday, October 24, 2023, in the Nueces County Commissioners Courtroom, 901 Leopard Street, 3<sup>rd</sup> Floor, Corpus Christi, Texas 7840.

**HOSPITAL DISTRICT REPRESENTATIVES:**

Jonny F. Hipp	Administrator/CEO
Belinda Espinoza	Assistant Administrator, Administrative Services
Donna Littlefield	Director, Accounting & Finance
Mary Esther Guerra	Assistant County Attorney
John B. Martinez	General Counsel
Melissa Quintanilla	Executive Assistant/Human Resources
Carmina Hernandez Moreno	Administrative Assistant

**OTHERS PRESENT:**

Adam Roberson	Attorney
Francisco Zamora	Nueces County Attorney office
JC Hooper	Nueces County Sheriff's office
Monica Rios	Nueces County Sheriff's office
Belinda Bustamante	Nueces County Sheriff's office
Carol Scott	Nueces County Judge
Brent Chesney	Nueces County Commissioner
John Marez	Nueces County Commissioner
Dominic Dominguez	Christus Spohn CEO
Lance Ramsy	Christus Spohn Attorney
Eric Evans	Corpus Christi Medical Center
Hilda Dalfonso	Corpus Christi Medical Center
Egar L. Cortes	M.D.
Michael Halpert	M.D.
Gary Floyd	Texas Medical Association
Lexie Green	KIII Ch. 3
Makaylah Chavez	KRIS Ch. 6

**BOARD OF MANAGERS  
REGULAR MEETING  
MINUTES  
OCTOBER 24, 2023**

Craig Pederson	Emergency Physician
John Herrick	Emergency Physician
Michael Broder	Emergency Physician
Alainya Tomanec	Emergency Physician
Valere Knutson	Emergency Physician
Tyler Koch	Emergency Physician
Justin Hacnik	Emergency Physician
Conner Schron	Emergency Physician
Shani Italya	Emergency Physician
Megan Cook	Emergency Physician
Michael Harbin	Emergency Physician
Daniel Tran	Emergency Physician
Elizabeth Do	Emergency Physician
Thomas McLaughlin	Emergency Physician
David Hoffpauir	Emergency Physician
Lonnie Schwirtlich	Emergency Physician
Kim Lesson	Emergency Physician
Tyler Adams	Emergency Resident
Jaimie Schromm	Emergency Resident
Monica Campa M.D.	Emergency Resident
Kathrine Hoffman D.O.	Emergency Resident
Shaun Antonis D.O.	Emergency Resident
Marilyn Broder	Spouse of Emergency Resident (Dentist)
Scott Powell	Spouse of Emergency Resident
Doris Young	Spohn Nurse Practitioner
Kristy Aleman	Spohn Nurse Practitioner
Rachel Cloud	
Veronica Wilson	
Christal Tressider	
Keely Klencke	
Evan Klencke	
Ilana M. Reyes	
Haley Candm	
John Corbson	
Kris Sotacey	

**BOARD OF MANAGERS  
REGULAR MEETING  
MINUTES  
OCTOBER 24, 2023**

**As follow also present – via Zoom:**

Cassidy Willie	Gjerset & Lorenz – via Zoom
Becky Rios	Christus Spohn – via Zoom
Jenny Dorsey	Nueces County Attorney – via Zoom
Lynn Carrasco	Christus Spohn – via Zoom
Debra Looper	Christus Spohn – via Zoom
Shah Islam	Christus Spohn M.D. – via Zoom
Leyla Embree	Christus Spohn – via Zoom
Aidee Hernandez	NCHD Sp. Project Manager – via Zoom
Jared Konczal	Gjerset & Lorenz – via Zoom
Deanna King	Commissioner Pct 1, Admin Asst. – via Zoom
Paityn Havelka	Chief of Staff NC Judge Scott – via Zoom
Francisca Martinez	Exec Secretary to Judge Scott – via Zoom
Nicole Milsap	Nueces County Chief of Litigation – via Zoom
Chris Durand	Emergency Physician – via Zoom
Guy Youngblood	Emergency Physician – via Zoom
Liz Sullivan	Emergency Physician – via Zoom
Melissa Ponder	Emergency Physician – via Zoom
Kayla Shorten	- via Zoom
Brittany Trang	- via Zoom
Shawn	- via Zoom
Jennifer	- via Zoom
Candice	- via Zoom
Simmons	- via Zoom
Mier	- via Zoom
John	- via Zoom
Chad	- via Zoom
Tanner	- via Zoom
Griffins	- via Zoom
Colin	- via Zoom
MP	- via Zoom

**BOARD OF MANAGERS  
REGULAR MEETING  
MINUTES  
OCTOBER 24, 2023**

**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 – Mr. John E. Valls, Chairman.  
The meeting was called to order by Mr. Valls at 12:30 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**  
**Sylvia Tryon Oliver, Member – PRESENT**  
**Judge Mariana Garza, Member – PRESENT**  
**Efrain Guerrero, Jr., Member – PRESENT**  
**Arthur Granado, Member – PRESENT**  
**Belinda Flores, R.N., 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

**BOARD OF MANAGERS  
REGULAR MEETING  
MINUTES  
OCTOBER 24, 2023**

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.

**Michael Halpert  
Iliania Reyes  
Edgar L. Cortes  
Craig Pedersen  
Michael Broder  
Thomas McLaughlin  
Doris Young  
David Hoffpauir  
Lonnie Schwirtlich  
Marilyn Broder**

**6. 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. Membership Agreement:**

**1.** Receive information on matters relating to CHRISTUS Spohn Health System's Emergency Medicine Residency Program and the Graduate Medical Education requirements under CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement, Schedule 2, Section 2.7. (**INFORMATION**)

**Due to conflict of interest Mr. Valls, Chairman stepped out at 1:25 p.m. and Dr. Reddy, Vice-Chairman presided the meeting. Informational input from:**

**Dominic Dominguez  
Lance Ramsey  
Adam Roberson**

**BOARD OF MANAGERS  
REGULAR MEETING  
MINUTES  
OCTOBER 24, 2023**

**John Marez  
Brent Chesney**

**Dr. Reddy called for Closed Session at 1:25 p.m.**

**Mr. Valls, Chairman left at 2:35 p.m.**

**Dr. Reddy called for Open Session at 2:39 p.m.**

2. Discuss and consider adopting a method for making appointments to CHRISTUS Spohn Health System Corporation's Board of Directors; appointments pursuant to Article III, Section 3.01(b) of the CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement; and authorize Administrator to

implement related procedures. (*ACTION*)

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

**B. 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 Letter Agreement with Frost Bank extending current depository and related agreements through November 30, 2023. (*ACTION*)

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

b. Engagement of Collier, Johnson & Woods, P.C., Certified Public Accountants to perform an audit of the Hospital District's financial statements of the governmental activities, each major fund, and the aggregate remaining fund information for the fiscal year ended September 30, 2023 (October 1, 2022 - September 30, 2023). (*ACTION*)

**Motion by Ms. Oliver and seconded by  
Mr. Granado. MOTION CARRIED.**

**BOARD OF MANAGERS  
REGULAR MEETING  
MINUTES  
OCTOBER 24, 2023**

**C. Jail Healthcare Services:**

1. Amend existing Health Services Agreement between Nueces County, Armor Correctional Health Services, and Nueces County Hospital District to remove the District from the Agreement; approve new Agreement between the County and the District for the District to provide funding to the County for subject services; and authorize the Administrator to execute related documents. (*ACTION*)

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

**7. ADMINISTRATOR'S BRIEFING:**

A. Next scheduled Board of Managers regular meeting (meeting dates, times, and locations are subject to change):

1. Board of Managers: Tuesday, November 14, 2023, 12 Noon in NCHD Board of Managers Meeting Room at 555 North Carancahua Street, Room 950-A, Corpus Christi, Texas 78401. (*INFORMATION*)

**8. ADJOURN**

**Motion adjourned by Dr. Reddy at 3:00 p.m.**

**BOARD OF MANAGERS  
REGULAR MEETING  
MINUTES  
OCTOBER 24, 2023**

**PRESIDING OFFICERS:**

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John E. Valls, MBA, Chairman

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Vishnu V. Reddy, M.D., Vice Chairman

**ATTEST:**

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

**MINUTES  
BOARD OF MANAGERS  
NUECES COUNTY HOSPITAL DISTRICT  
SPECIAL MEETING  
NOVEMBER 3, 2023**

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The Nueces County Hospital District Board of Managers met at 1:00 p.m. November 3, 2023, 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 – ABSENT
Mary Esther Guerra	Assistant County Attorney
John B. Martinez	General Counsel
Melissa Quintanilla	Executive Assistant/Human Resources
Carmina Hernandez Moreno	Administrative Assistant

**OTHERS PRESENT:**

Jenny Dorsey	Nueces County Attorney
Preston West	KIII TV 3
Priscilla Quintanilla	Asst. to Comm. John Marez
Craig Pedersen	EM Residency
John Cambron	EM Residency
Shani Italiya	EM Residency
Michael Broder	EM Residency
Guy Youngblood	EM Residency
Kimberly Leeson	EM Residency
Justin Hacnik	EM Residency
Monica Campa M.D.	ER Residency
Aron Bartoe O.D.	ER Residency
Amanda Bartoe	ER Residency (Spouse)
Candice Hill M.D.	EM Residency

**BOARD OF MANAGERS  
SPECIAL MEETING  
MINUTES  
NOVEMBER 3, 2023**

Johnn Herrick	EM Residency
Thomas Rogers	EM Residency
Karen Urban	Community Advocate
Brent Chesney	County Commissioner
Esmeralda Zamora	Telemundo
Makaylah Chavez	KRIS Ch. 6
Veronica Wilson	

**As follow also present – via Zoom :**

Adam Robinson	Attorney – via Zoom
John Marez	County Commissioner – via Zoom
Cassidy Willie	Gjerset & Lorenz – via Zoom
Jared Konczal	Gjerset & Lorenz - via Zoom
Eric Evans	Corpus Christi Medical Center – via Zoom
Lynn Carrasco	Christus Spohn – via Zoom
Debra Looper	Christus Spohn – via Zoom
Doris Young	Spohn Nurse Practitioner – via Zoom
Kristopher Sutherly M.D.	Christus Spohn – via Zoom
Marilyn Brodeur	Dentist (Spouse) Em Residency – via Zoom
Michael Harbin	EM Residency – via Zoom
Liz Sullivan	EM Residency – via Zoom
Tylor Kock	EM Residency - via Zoom
Daniel Tran	EM Residency - via Zoom
Melissa Ponder	EM Residency - via Zoom
Megan Cook	EM Residency - via Zoom
Shaun Antonio	EM Residency - via Zoom
Katherine Hoffman	EM Residency - via Zoom
Thomas McLaughlin	EM Residency – via Zoom
Leo Herrick	Physician – via Zoom
Albert Lee	Physician – via Zoom
Dr. Connor Schroomm	Physician - via Zoom
Dr. Travis Tarlton	Physician - via Zoom
Dr. Lancaster	Physician – via Zoom
Dr. Mike	Physician – via Zoom
Kidney Specialist	- via Zoom
Chad Hill	- via Zoom
Carl Kivela	- via Zoom
Angela Garcia	- via Zoom
Ashley Wong	- via Zoom
Julie Herrick	- via Zoom
Lantz Tarleton	- via Zoom

**BOARD OF MANAGERS  
SPECIAL MEETING  
MINUTES  
NOVEMBER 3, 2023**

Kayla Shorten	- via Zoom
Chelsea Clark	- via Zoom
Kilee Burke	- via Zoom
Peter Richman	- via Zoom
Ilaria Reyes	- via Zoom
Brooke Danboise	- via Zoom
Griffins	- via Zoom
Tyler	- via Zoom
Haley	- via Zoom
Karen	- via Zoom
Kristy	- via Zoom
Dominic	- via Zoom
Simmons	- via Zoom
Salman	- via Zoom
R.Tarlton	- via Zoom
Cadyn	- via Zoom
Colin	- via Zoom
Elizabeth	- via Zoom

**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 – Mr. John E. Valls, Chairman.  
The meeting was called to order by Mr. Valls at 1:05 p.m.
- B. Establish quorum – Mr. Valls, Chairman.  
A quorum was present with all members in attendance.

**BOARD OF MANAGERS  
SPECIAL MEETING  
MINUTES  
NOVEMBER 3, 2023**

**John E. Valls, MBA, Chairman – PRESENT  
Vishnu V. Reddy, M.D., Vice Chairman – PRESENT  
Sylvia Tryon Oliver, Member – PRESENT  
Belinda Flores, R.N., Member – PRESENT – via Zoom  
Judge Mariana Garza, Member – PRESENT @ 1:18 p.m.  
Efrain Guerrero, Jr. Member – PRESENT  
Arthur Granado, Member – PRESENT**

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.

**No one to comment on Public Comment.**

**6. 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*

**BOARD OF MANAGERS  
SPECIAL MEETING  
MINUTES  
NOVEMBER 3, 2023**

*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.

- A. Consult with attorneys on matters relating to CHRISTUS Spohn Health System's Emergency Medicine Residency Program and Graduate Medical Education requirements under CHRISTUS Spohn Health System Corporation Amended and Restated Membership Agreement, Schedule 2, Section 2.7.

**Mr. Valls called for Closed Session at 1:09 p.m., and excused himself due to conflict of interest. Dr. Reddy, Vice Chairman, will be presiding the meeting.**

7. **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.

**Dr. Reddy called for Open Session at 2:57 p.m.**

- A. Consider final action, decision, or vote on matters considered in the Closed Meeting:

1. Discuss and consider action relating to the Emergency Medicine Residency Program operated by CHRISTUS Spohn Health System Corporation. **(ACTION)**

**Motion by Mr. Granado to Authorize Administrator Hipp to enter into/continue discussions with Spohn to provide District's provision of funding in support of Spohn's emergency residency program to minimize Spohn's losses in connection with such program consistent with (1) The District's constitutional and statutory mission, limitations, and obligation, and (2) Spohn's contractual obligations under the Membership Agreement with the District. Seconded by Ms. Oliver. MOTION CARRIED.**

2. Consider final action, decision, or vote on other matters considered in the Closed Meeting. **(ACTION AS NEEDED)**

**BOARD OF MANAGERS  
SPECIAL MEETING  
MINUTES  
NOVEMBER 3, 2023**

**Motion by Judge Garza, after Executive Session, discussion with Board Members, moves to authorize Mr. Hipp to engage on counsel and performance of all remedies available to the District, should Christus Spohn eliminate the program and not maintain two residency programs. Seconded by Mr. Granado. MOTION CARRIED.**

**8. ADJOURN**

**Motion adjourned by Dr. Reddy at 3:01 p.m.**

**BOARD OF MANAGERS  
SPECIAL MEETING  
MINUTES  
NOVEMBER 3, 2023**

**PRESIDING OFFICERS:**

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John E. Valls, MBA, Chairman

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Vishnu V. Reddy, M.D., Vice Chairman

**ATTEST:**

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

Nueces County Hospital District  
Vendor Information List - Additional Vendors-Conflict of Interest Disclosure

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>
2105	Southern Sky Technologies	7649 Kings Lk	Corpus Christi	TX	78413
2106	Meeder Public Funds, Inc.	6125 Memorial Drive	Dublin	OH	43017
2107	DUO Security LLC	123 N. Ahley St. Suite 200	Ann Arbor	MI	48104

Nueces County Hospital District  
 County Health Care Department Expenditures  
 Cash Disbursements Relating to  
 Fiscal Year 2023

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct+	Fiscal 2023 YTD	Budget 2023	Balance
<b>County Healthcare Services</b>																
Health Dept - County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30,746.15		30,746.15	2,000,000.00	1,969,253.85
Emergency Medical Services	0.00	0.00	0.00	116,100.00	0.00	0.00	0.00	120,000.00	0.00	0.00	130,500.00	0.00	154,200.00	520,800.00	650,000.00	129,200.00
NC MHID - Fund Matching	0.00	0.00	0.00	242,280.00	0.00	0.00	242,280.00	0.00	0.00	242,280.00	0.00	242,289.00		969,129.00	969,129.00	0.00
NC MHID - Jail Programs	0.00	176,813.03	237,980.34	276,362.77	258,650.19	282,603.06	227,446.06	252,547.50	181,315.79	155,041.94	197,522.25	0.00		2,246,282.93	3,018,000.00	771,717.07
Mental Healthcare Services Dept	6,767.47	223.93	104,143.47	0.00	0.00	25.09	0.00	0.00	79,310.36	0.00	0.00	0.00		190,470.32	273,000.00	82,529.68
NC Juvenile Center	19,477.57	20,679.73	58,982.51	39,737.05	89,111.88	60,047.64	52,844.11	72,219.51	31,251.16	7,294.45	14,188.03	8,166.36		474,000.00	474,000.00	0.00
Nueces County Jail Services	353,224.55	353,224.55	353,224.55	422,223.53	376,454.17	376,542.38	403,860.59	353,224.55	375,753.52	371,190.44	407,204.01	395,275.94		4,541,402.78	4,478,695.00	(62,707.78)
Cenikor	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	60,000.00	60,000.00
Council on Alcohol & Drug Abuse	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	50,000.00	50,000.00
Diabetes Program - County	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	50,000.00	50,000.00
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	85,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		85,000.00	170,000.00	85,000.00
<b>Totals</b>	<b>379,469.59</b>	<b>550,941.24</b>	<b>839,330.87</b>	<b>1,096,703.35</b>	<b>724,216.24</b>	<b>719,218.17</b>	<b>926,430.76</b>	<b>812,991.56</b>	<b>667,630.83</b>	<b>775,806.83</b>	<b>749,414.29</b>	<b>676,477.45</b>	<b>154,200.00</b>	<b>9,072,831.18</b>	<b>12,207,824.00</b>	<b>3,134,992.82</b>

**Nueces County Hospital District  
Imputed Claims Experience for Calendar Year 2023  
As if Adjudicated January 1, 2023 through September 30, 2023**

<b>Service</b>	<b>Claims</b>	<b>Billed</b>	<b>Contract Amt.</b>	<b>Co Insurance</b>	<b>Net</b>
ER	2,898	15,841,088	2,245,929	74,887	2,171,042
ASU	470	10,395,382	914,124	29,957	884,167
Clinic	7,241	8,492,322	2,336,609	99,275	2,237,334
Obs	80	2,605,194	566,160	18,481	547,679
OP	11,420	34,219,041	8,560,410	499,736	8,060,674
Subtotal	22,109	71,553,027	14,623,232	722,336	13,900,896
IP	379	31,292,274	1,641,788	42,946	1,598,842
SNF					-
RX	88,195	36,554,865	14,039,825	388,567	13,651,258
Physician	21,282	9,582,827	2,768,243	105,831	2,662,412
<b>Total</b>	<b>131,965</b>	<b>148,982,993</b>	<b>33,073,088</b>	<b>1,259,680</b>	<b>31,813,408</b>

**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  
Imputed Claims Experience for Calendar Year 2022  
As if Adjudicated January 1, 2023 through October 31, 2023**

<b>Service</b>	<b>Claims</b>	<b>Billed</b>	<b>Contract Amt.</b>	<b>Co Insurance</b>	<b>Net</b>
ER	3,308	18,496,701	2,250,024	97,764	2,152,260
ASU	550	10,389,033	941,397	46,401	894,996
Clinic	7,281	9,088,504	2,494,867	106,703	2,388,164
Obs	87	4,578,838	1,036,770	36,501	1,000,269
OP	14,063	36,362,992	8,900,557	395,836	8,504,721
Subtotal	25,289	78,916,068	15,623,615	683,205	14,940,410
IP	468	36,117,949	5,105,490	175,667	4,929,823
SNF	-	-	-	-	-
RX	97,960	40,834,452	15,691,715	433,770	15,257,945
Physician	25,328	13,645,323	4,166,535	140,403	4,026,132
<b>Total</b>	<b>149,045</b>	<b>169,513,792</b>	<b>40,587,355</b>	<b>1,433,045</b>	<b>39,154,310</b>

**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
Beginning Bal:	12,760,786.76	20,685,675.01	20,372,660.77	20,372,660.77	20,372,660.77	20,372,660.77	20,372,660.77	20,372,660.77	20,372,660.77	20,372,660.77	20,372,660.77	20,372,660.77	12,760,786.76
<u>Membership Revenue Deposits</u>													
Week 1	2,066,861.61	2,162,309.02											4,229,170.63
Week 2	2,355,764.99												2,355,764.99
Week 3	2,814,490.24												2,814,490.24
Week 4	2,090,457.65												2,090,457.65
Week 5													0.00
Subtotal	9,327,574.49	2,162,309.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,489,883.51



received  
10/16/23

# Monthly Report

CHRISTUS SPOHN HEALTH SYSTEM CORP /  
NUECES COUNTY HOSPITAL DISTRICT

09/01/2023 to 09/30/2023

**Your Account Administrator is**  
**ALICE WOLAN 678-221-5948**  
**Other Interested Party**

**Your Relationship Manager**

**Prepared by:** TMI TRUST COMPANY  
5901 PEACHTREE DUNWOODY RD  
SUITE C495  
ATLANTA, GA 30328  
  
(800) 241-5568

**Prepared for:**  
NUECES COUNTY HOSPITAL DISTRICT  
ATTN: JONNY HIPPIE  
555 NORTH CARANCAHUA ST STE 950  
CORPUS CHRISTI, TX 78401-0835



**Summary of Activity**

<b>Portfolio Value on 08/31/2023</b>	<b>3,015,863.11</b>
Additions	0.00
Distributions	-3,500.00
Expenses	0.00
Unrealized Gains since Market Value of 08/31/2023	0.00
Dividends Received	30,467.73
Interest Received	0.00
Other Income Received	0.00
Management Fees	0.00
<b>Portfolio Value on 09/30/2023</b>	<b><u>3,042,830.84</u></b>

**Portfolio Allocation**

<b>Asset Class</b>	<b>Market Value</b>	<b>Book Value</b>	<b>Est. Annual Income</b>	<b>Current Yield</b>
CASH & EQUIVALENTS	3,042,830.84	3,042,830.84	144,230.18	4.74%
<b>Total</b>	<b>3,042,830.84</b>	<b>3,042,830.84</b>	<b>144,230.18</b>	<b>4.74%</b>



**Trust Company**  
Specialized Trust Services

**REPORT OF ASSETS**  
CHRISTUS SPOHN HEALTH SYSTEM CORP /  
NUECES COUNTY HOSPITAL DISTRICT  
ACCOUNT 4343721 AS OF 09/30/2023

	Units	Price	Market Value
<b>BANK ACCOUNTS</b>			
<b>MONEY MARKET FUNDS</b>			
1. BLACKROCK LIQUIDITY FUNDS (BTCXX)	3,042,830.8400	1.0000	3,042,830.84
<b>TOTAL BANK ACCOUNTS</b>			<b>3,042,830.84</b>
<b>TOTAL INVESTMENTS</b>			<b>3,042,830.84</b>
*INCOME CASH ON HAND			0.00
*PRINCIPAL CASH ON HAND			0.00
<b>TOTAL ASSETS</b>			<b>3,042,830.84</b>

TOTAL CASH: 0.00

\* Income and principal cash are held in  
TMI BANK DEPOSIT SERIES IV



**Trust Company**  
Specialized Trust Services

**REPORT OF INCOME CASH**

CHRISTUS SPOHN HEALTH SYSTEM CORP /  
NUECES COUNTY HOSPITAL DISTRICT

ACCOUNT 4343721 FOR DATES 09/01/2023 TO 09/30/2023

**BEGINNING BALANCE**

**0.00**

NO TRANSACTIONS DURING THIS PERIOD

**INCOME CASH BALANCE**

**0.00**



**REPORT OF PRINCIPAL CASH**

CHRISTUS SPOHN HEALTH SYSTEM CORP /  
NUECES COUNTY HOSPITAL DISTRICT

ACCOUNT 4343721 FOR DATES 09/01/2023 TO 09/30/2023

**BEGINNING BALANCE** **0.00**

~~~~~ **PRINCIPAL CASH RECEIPTS** ~~~~~

**1. ASSET SALES AND TRANSFERS**

|                                   |                           |          |
|-----------------------------------|---------------------------|----------|
| Proceeds from Sale of Asset       |                           |          |
| BLACKROCK LIQUIDITY FUNDS         |                           |          |
| 09/07/2023                        | Sold 3,500 shares at 1.00 | 3,500.00 |
|                                   | Purchased on 05/01/2009   |          |
|                                   | No gain or loss           |          |
|                                   |                           | 3,500.00 |
| Total Proceeds from Sale of Asset |                           | 3,500.00 |

**TOTAL ASSET SALES AND TRANSFERS** **3,500.00**

**TOTAL PRINCIPAL CASH RECEIPTS** **3,500.00**

~~~~~ **PRINCIPAL CASH DISBURSEMENTS** ~~~~~

**2. DISTRIBUTION OF PRINCIPAL**

|                                 |   |           |
|---------------------------------|---|-----------|
| Distribution of Principal       |   |           |
| 09/07/2023                      | PAYMENT OF ESCROW FEES FOR THE PERIOD           | -1,750.00 |
|                                 | OF 12/1/2022 THROUGH 5/31/2023 INVOICE 27612550 |           |
|                                 | Check # PNCWIR                                  |           |
| 09/07/2023                      | PAYMENT OF ESCROW FEE FOR THE PERIOD            | -1,750.00 |
|                                 | OF 6/1/2023 THROUGH 11/30/2023 INVOICE 000092   |           |
|                                 | Check # PNCWIR                                  |           |
|                                 |   | -3,500.00 |
| Total Distribution of Principal |   | -3,500.00 |

**TOTAL DISTRIBUTION OF PRINCIPAL** **-3,500.00**

**TOTAL PRINCIPAL CASH DISBURSEMENTS** **-3,500.00**

**PRINCIPAL CASH BALANCE** **0.00**



**Trust Company**  
Specialized Trust Services

**REPORT OF NON-CASH ENTRIES**

CHRISTUS SPOHN HEALTH SYSTEM CORP /  
NUECES COUNTY HOSPITAL DISTRICT

ACCOUNT 4343721 FOR DATES 09/01/2023 TO 09/30/2023

|                                     | Market Value            | Book Value              |
|-------------------------------------|-------------------------|-------------------------|
| <b>NON-CASH INCREASES</b>           |                         |                         |
| <b>1. DIVIDEND REINVESTMENT</b>     |                         |                         |
| Dividend Reinvestment               |                         |                         |
| BLACKROCK LIQUIDITY FUNDS           |                         |                         |
| 09/01/2023 30,467.73 shares at 1.00 | 30,467.73               | 30,467.73               |
|                                     | <u>30,467.73</u>        | <u>30,467.73</u>        |
| Total Dividend Reinvestment         | 30,467.73               | 30,467.73               |
| <b>TOTAL DIVIDEND REINVESTMENT</b>  | <u>30,467.73</u>        | <u>30,467.73</u>        |
| <b>TOTAL NON-CASH INCREASES</b>     | <u><u>30,467.73</u></u> | <u><u>30,467.73</u></u> |

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 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 | 9,159,392.52  |
| <u>Deposits</u>                     |               |               |               |               |               |               |               |               |               |               |               |               |               |
| Christus Spohn                      | 18,995,774.04 |               |               |               |               |               |               |               |               |               |               |               | 18,995,774.04 |
| CCMC                                | 12,800,598.04 |               |               |               |               |               |               |               |               |               |               |               | 12,800,598.04 |
| CC Rehab                            | 565,066.44    |               |               |               |               |               |               |               |               |               |               |               | 565,066.44    |
| Driscoll                            | 16,880,549.67 |               |               |               |               |               |               |               |               |               |               |               | 16,880,549.67 |
| PAM Specialty                       |               | 657,147.96    |               |               |               |               |               |               |               |               |               |               | 657,147.96    |
| PAM Rehab                           |               | 727,492.32    |               |               |               |               |               |               |               |               |               |               | 727,492.32    |
| S. TX Surgical                      | 1,374,215.28  |               |               |               |               |               |               |               |               |               |               |               | 1,374,215.28  |
| Subtotal                            | 50,616,203.47 | 1,384,640.28  | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | 52,000,843.75 |
| Interest                            | 62,112.80     |               |               |               |               |               |               |               |               |               |               |               | 62,112.80     |
| Transfers In                        |               |               |               |               |               |               |               |               |               |               |               |               | 0.00          |
| Total Deposits                      | 50,678,316.27 | 1,384,640.28  | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | 52,062,956.55 |
| <u>Inter-Governmental Transfers</u> |               |               |               |               |               |               |               |               |               |               |               |               |               |
| UC                                  |               |               |               |               |               |               |               |               |               |               |               |               | 0.00          |
| DSRIP                               |               |               |               |               |               |               |               |               |               |               |               |               | 0.00          |
| CHIRP                               |               |               |               |               |               |               |               |               |               |               |               |               | 0.00          |
| TIPPS                               |               |               |               |               |               |               |               |               |               |               |               |               | 0.00          |
| DSH                                 |               |               |               |               |               |               |               |               |               |               |               |               | 0.00          |
| GME                                 |               | (539,138.67)  |               |               |               |               |               |               |               |               |               |               | (539,138.67)  |
| Total IGT's                         | 0.00          | (539,138.67)  | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | 0.00          | (539,138.67)  |
| Transfers Out                       |               |               |               |               |               |               |               |               |               |               |               |               | 0.00          |
| Bank Fees                           |               |               |               |               |               |               |               |               |               |               |               |               | 0.00          |
| Ending Balance                      | 59,837,708.79 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 | 60,683,210.40 |

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              | TOTALS               |             |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|------------------|------------------|----------------------|-------------|
| Christus Spohn - Corpus Christi               | 393,023,597        | 530,075,851        | 266,619,703        | 55,407,073         | 135,373,343        | 78,308,148         | 3,876,301        | 1,560,497        | 1,464,244,513        | 48%         |
| Christus Spohn Rural (Alice/Beeville/Kleberg) | 48,398,858         | 205,714,715        | 0                  | 14,881,126         | 0                  | 14,025,865         | 0                | 0                | 283,020,563          | 9%          |
| Corpus Christi Medical Center                 | 121,850,134        | 152,273,403        | 0                  | 47,953,129         | 0                  | 114,116,706        | 0                | 1,405,837        | 437,599,210          | 14%         |
| Driscoll Childrens Hospital                   | 314,822,705        | 22,740,908         | 0                  | 0                  | 0                  | 415,701,638        | 479,717          | 3,250,490        | 756,995,458          | 25%         |
| Detar Hospital                                | 24,949,804         | 47,723,156         | 0                  | 15,297,365         | 0                  | 0                  | 0                | 0                | 87,970,325           | 3%          |
| North Bay General Hospital                    | 0                  | 0                  | 0                  | 503,238            | 0                  | 0                  | 0                | 0                | 503,238              | 0%          |
| South Texas Surgical Hospital                 | 0                  | 0                  | 0                  | 902,639            | 0                  | 0                  | 0                | 0                | 902,639              | 0%          |
| Corpus Christ Rehab Hospital                  | 0                  | 0                  | 0                  | 296,670            | 0                  | 0                  | 0                | 0                | 296,670              | 0%          |
| PAM Specialty Hospital                        | 0                  | 0                  | 0                  | 1,330              | 0                  | 0                  | 0                | 0                | 1,330                | 0%          |
| PAM Rehab Hospital                            | 0                  | 0                  | 0                  | 646,941            | 0                  | 0                  | 0                | 0                | 646,941              | 0%          |
| Nueces County Health Dept                     | 21,809,410         | 0                  | 0                  | 0                  | 0                  | 0                  | 0                | 0                | 21,809,410           | 1%          |
| <b>TOTALS</b>                                 | <b>924,854,508</b> | <b>958,528,033</b> | <b>266,619,703</b> | <b>135,889,510</b> | <b>135,373,343</b> | <b>622,152,356</b> | <b>4,356,019</b> | <b>6,216,824</b> | <b>3,053,990,296</b> | <b>100%</b> |

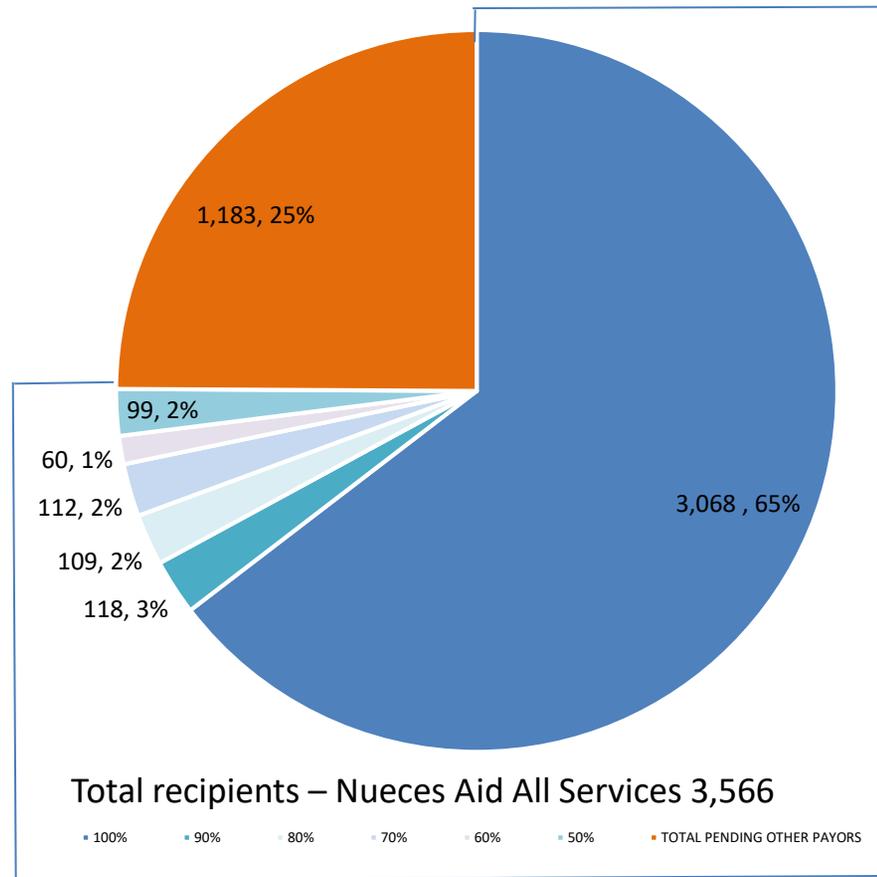
\* Estimated Receipts for Entities (IGT + FMAP), Subject to HHSC Review and Administrative Fees

| IGT Source                      | DSRIP              | UC                 | DSH                | UHRIP             | NAIP              | CHIRP              | TIPPS            | GME              | TOTALS               |
|---------------------------------|--------------------|--------------------|--------------------|-------------------|-------------------|--------------------|------------------|------------------|----------------------|
| Nueces County Hospital District | 338,074,018        | 313,519,085        | 94,329,100         | 59,112,085        | 53,209,348        | 14,665,081         | 0                | 1,845,013.37     | 874,753,731          |
| Nueces LPPF                     | 27,902,997         | 58,788,222         | 7,478,253          | 0                 | 0                 | 218,883,828        | 1,855,623        | 539,139          | 315,448,061          |
| <b>TOTALS</b>                   | <b>365,977,014</b> | <b>372,307,307</b> | <b>101,807,354</b> | <b>59,112,085</b> | <b>53,209,348</b> | <b>233,548,910</b> | <b>1,855,623</b> | <b>2,384,152</b> | <b>1,190,201,792</b> |

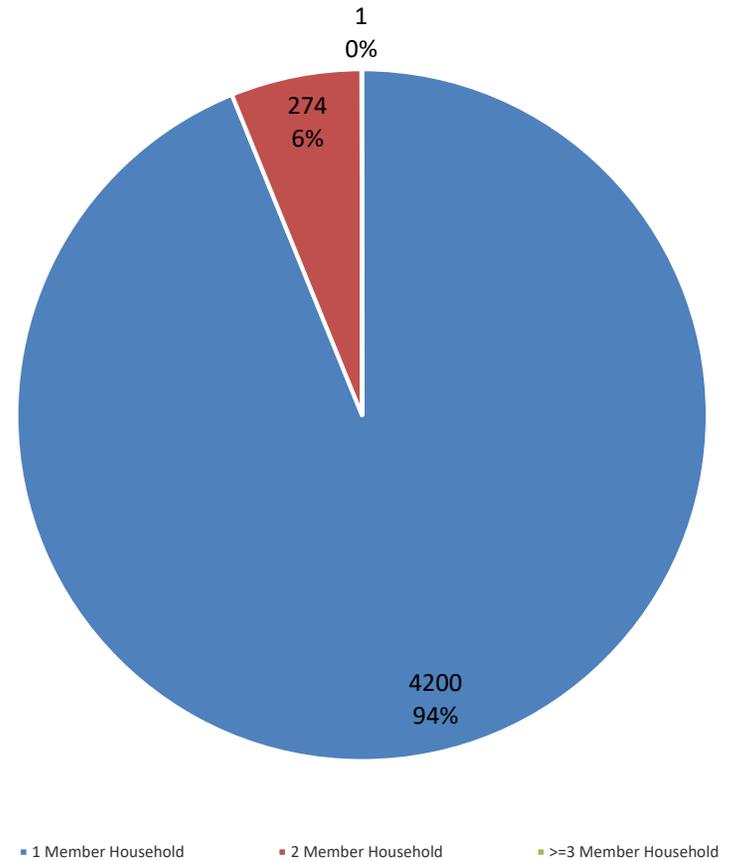
# September 2023

## Nueces Aid Program Enrollment

Total Enrolled  
4,749



Total Households  
4,475

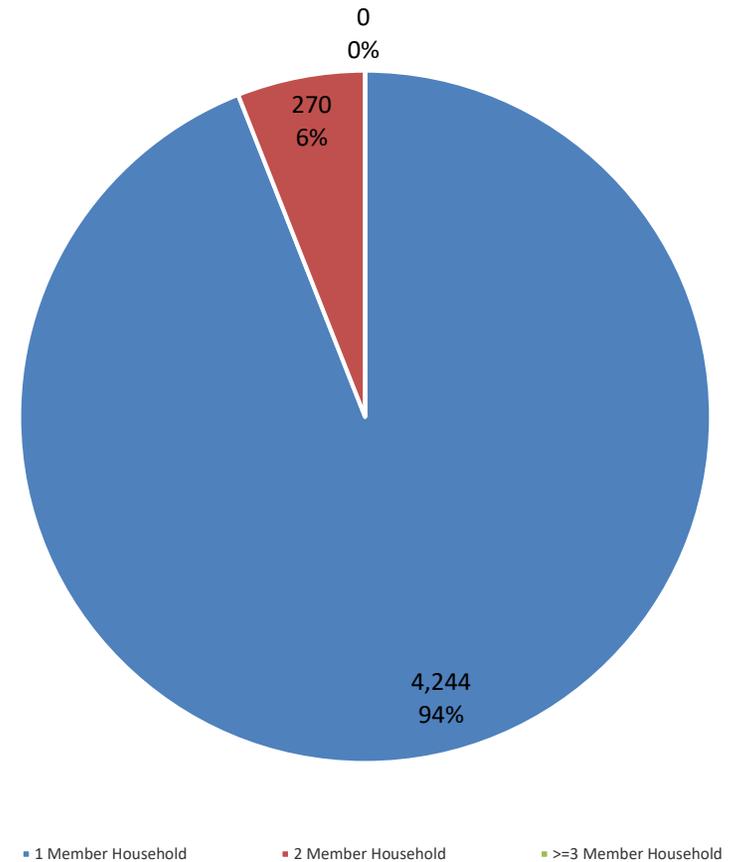
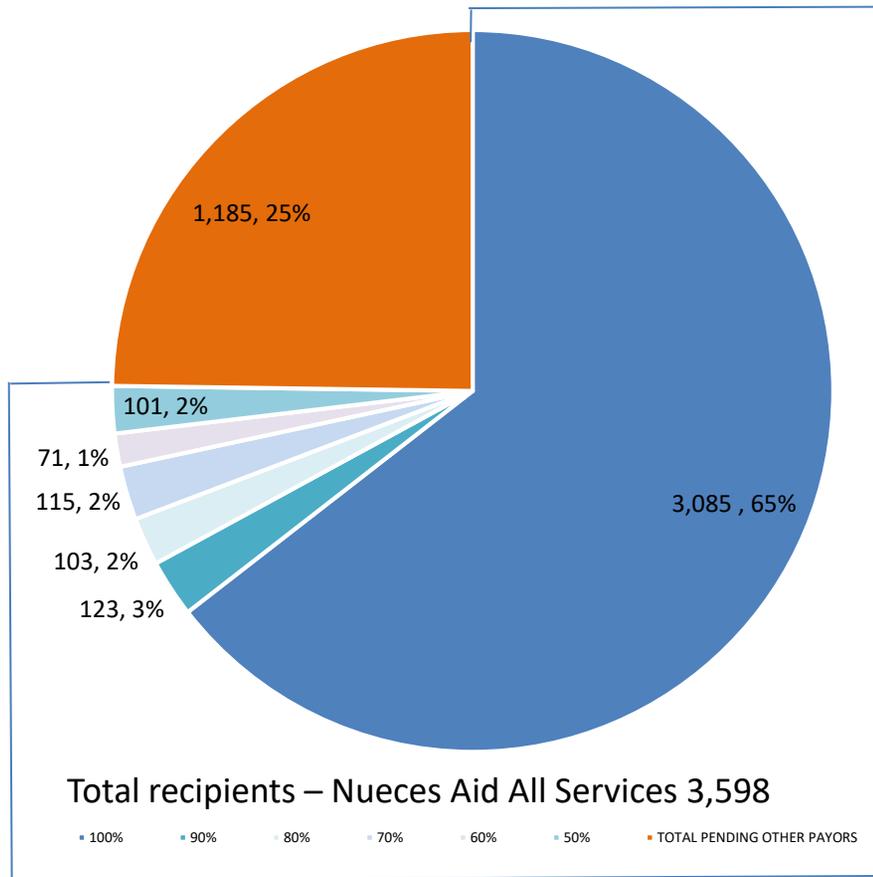


# October 2023

## Nueces Aid Program Enrollment

Total Enrolled  
4,783

Total Households  
4,514





## Nueces Aid Program Enrollment Summary Calendar Year 2023

|                                   | Jan          | Feb          | Mar          | Apr          | May          | Jun          | Jul          | Aug          | Sep          | Oct | Nov | Dec | YTD 2023<br>Average | Comments  |
|-----------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-----|-----|-----|---------------------|---|
| <b>PENDING OTHER PAYORS</b>       |              |              |              |              |              |              |              |              |              |     |     |     |                     |   |
| TANF                              | 49           | 40           | 46           | 52           | 56           | 55           | 49           | 46           | 52           |     |     |     | 56                  |   |
| %                                 | 4.3%         | 3.6%         | 4.0%         | 4.5%         | 4.8%         | 4.7%         | 4.2%         | 3.9%         | 4.4%         |     |     |     | 4.3%                |   |
| SSI-SSID                          | 685          | 675          | 701          | 702          | 707          | 695          | 712          | 722          | 714          |     |     |     | 789                 |   |
| %                                 | 59.8%        | 60.1%        | 61.1%        | 60.7%        | 60.3%        | 59.9%        | 60.5%        | 61.1%        | 60.4%        |     |     |     | 60.4%               | These individuals are eligible for NCHD assistance if denied assistance by other payer.   |
| Other Payor                       | 411          | 408          | 401          | 403          | 410          | 411          | 416          | 413          | 417          |     |     |     | 461                 |   |
| %                                 | 35.9%        | 36.3%        | 34.9%        | 34.8%        | 35.0%        | 35.4%        | 35.3%        | 35.0%        | 35.2%        |     |     |     | 35.3%               |   |
| <b>TOTAL PENDING OTHER PAYORS</b> | <b>1,145</b> | <b>1,123</b> | <b>1,148</b> | <b>1,157</b> | <b>1,173</b> | <b>1,161</b> | <b>1,177</b> | <b>1,181</b> | <b>1,183</b> |     |     |     | <b>1,306</b>        |   |
|                                   | <b>23.3%</b> | <b>23.1%</b> | <b>23.5%</b> | <b>24.3%</b> | <b>24.5%</b> | <b>24.4%</b> | <b>24.8%</b> | <b>25.0%</b> | <b>24.9%</b> |     |     |     | <b>27.2%</b>        |   |
| <b>HOUSEHOLDS BY SIZE</b>         |              |              |              |              |              |              |              |              |              |     |     |     |                     |   |
| 1 Member Household                | 4,368        | 4,337        | 4,350        | 4,251        | 4,268        | 4,235        | 4,207        | 4,191        | 4,200        |     |     |     | 4,801               | The percentage for each size household is calculated by dividing the number of each member household by the total number of households. |
| %                                 | 94.1%        | 94.2%        | 94.3%        | 94.2%        | 94.3%        | 94.2%        | 94.0%        | 93.9%        | 93.9%        |     |     |     | 94.1%               |   |
| 2 Member Household                | 271          | 262          | 261          | 258          | 259          | 262          | 267          | 269          | 274          |     |     |     | 298                 |   |
| %                                 | 5.8%         | 5.7%         | 5.7%         | 5.7%         | 5.7%         | 5.8%         | 6.0%         | 6.0%         | 6.1%         |     |     |     | 5.8%                |   |
| >=3 Member Household              | 3            | 3            | 3            | 2            | 1            | 1            | 1            | 1            | 1            |     |     |     | 2                   |   |
| %                                 | 0.1%         | 0.1%         | 0.1%         | 0.0%         | 0.0%         | 0.0%         | 0.0%         | 0.0%         | 0.0%         |     |     |     | 0.0%                |   |
| <b>TOTAL HOUSEHOLDS</b>           | <b>4,642</b> | <b>4,602</b> | <b>4,614</b> | <b>4,511</b> | <b>4,528</b> | <b>4,498</b> | <b>4,475</b> | <b>4,461</b> | <b>4,475</b> |     |     |     | <b>5,101</b>        |   |



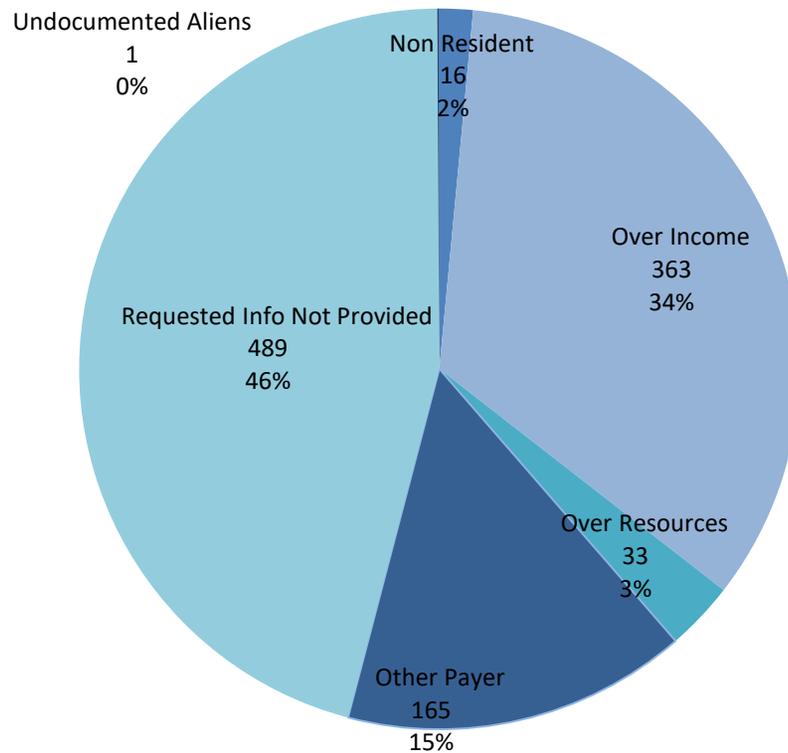
## Nueces Aid Program Enrollment Summary Calendar Year 2023

|                                   | Jan          | Feb          | Mar          | Apr          | May          | Jun          | Jul          | Aug          | Sep          | Oct          | Nov | Dec | YTD 2023<br>Average | Comments  |
|-----------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-----|-----|---------------------|---|
| <b>PENDING OTHER PAYORS</b>       |              |              |              |              |              |              |              |              |              |              |     |     |                     |   |
| TANF                              | 49           | 40           | 46           | 52           | 56           | 55           | 49           | 46           | 52           | 55           |     |     | 50                  |   |
| %                                 | 4.3%         | 3.6%         | 4.0%         | 4.5%         | 4.8%         | 4.7%         | 4.2%         | 3.9%         | 4.4%         | 4.6%         |     |     | 4.3%                |   |
| SSI-SSID                          | 685          | 675          | 701          | 702          | 707          | 695          | 712          | 722          | 714          | 714          |     |     | 703                 |   |
| %                                 | 59.8%        | 60.1%        | 61.1%        | 60.7%        | 60.3%        | 59.9%        | 60.5%        | 61.1%        | 60.4%        | 60.3%        |     |     | 60.4%               | These individuals are eligible for NCHD assistance if denied assistance by other payer.   |
| Other Payor                       | 411          | 408          | 401          | 403          | 410          | 411          | 416          | 413          | 417          | 416          |     |     | 411                 |   |
| %                                 | 35.9%        | 36.3%        | 34.9%        | 34.8%        | 35.0%        | 35.4%        | 35.3%        | 35.0%        | 35.2%        | 35.1%        |     |     | 35.3%               |   |
| <b>TOTAL PENDING OTHER PAYORS</b> | <b>1,145</b> | <b>1,123</b> | <b>1,148</b> | <b>1,157</b> | <b>1,173</b> | <b>1,161</b> | <b>1,177</b> | <b>1,181</b> | <b>1,183</b> | <b>1,185</b> |     |     | <b>1,163</b>        |   |
|                                   | <b>23.3%</b> | <b>23.1%</b> | <b>23.5%</b> | <b>24.3%</b> | <b>24.5%</b> | <b>24.4%</b> | <b>24.8%</b> | <b>25.0%</b> | <b>24.9%</b> | <b>24.8%</b> |     |     | <b>24.3%</b>        |   |
| <b>HOUSEHOLDS BY SIZE</b>         |              |              |              |              |              |              |              |              |              |              |     |     |                     |   |
| 1 Member Household                | 4,368        | 4,337        | 4,350        | 4,251        | 4,268        | 4,235        | 4,207        | 4,191        | 4,200        | 4,244        |     |     | 4,265               | The percentage for each size household is calculated by dividing the number of each member household by the total number of households. |
| %                                 | 94.1%        | 94.2%        | 94.3%        | 94.2%        | 94.3%        | 94.2%        | 94.0%        | 93.9%        | 93.9%        | 94.0%        |     |     | 94.1%               |   |
| 2 Member Household                | 271          | 262          | 261          | 258          | 259          | 262          | 267          | 269          | 274          | 270          |     |     | 265                 |   |
| %                                 | 5.8%         | 5.7%         | 5.7%         | 5.7%         | 5.7%         | 5.8%         | 6.0%         | 6.0%         | 6.1%         | 6.0%         |     |     | 5.9%                |   |
| >=3 Member Household              | 3            | 3            | 3            | 2            | 1            | 1            | 1            | 1            | 1            | 0            |     |     | 2                   |   |
| %                                 | 0.1%         | 0.1%         | 0.1%         | 0.0%         | 0.0%         | 0.0%         | 0.0%         | 0.0%         | 0.0%         | 0.0%         |     |     | 0.0%                |   |
| <b>TOTAL HOUSEHOLDS</b>           | <b>4,642</b> | <b>4,602</b> | <b>4,614</b> | <b>4,511</b> | <b>4,528</b> | <b>4,498</b> | <b>4,475</b> | <b>4,461</b> | <b>4,475</b> | <b>4,514</b> |     |     | <b>4,532</b>        |   |

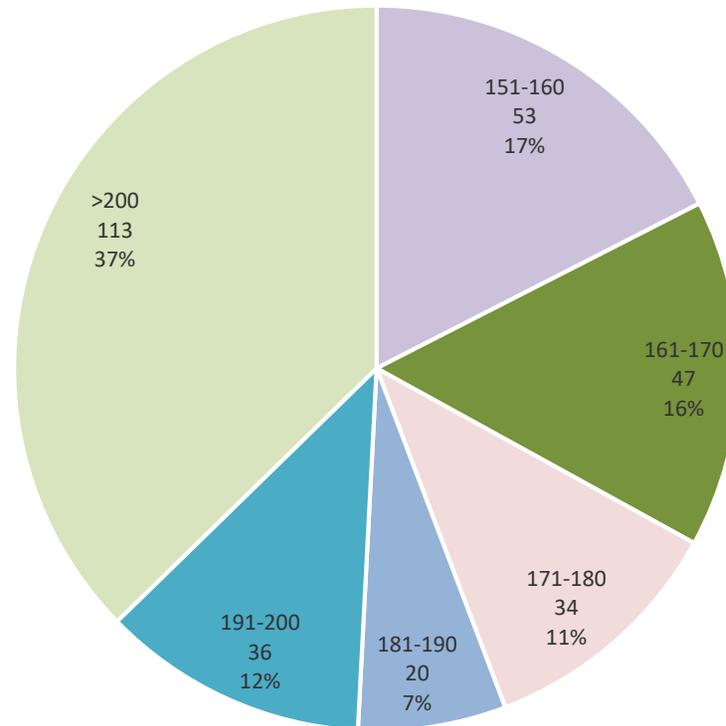
# NUECES AID DENIALS

Calendar Year 2023  
January-September

### Denial Reasons



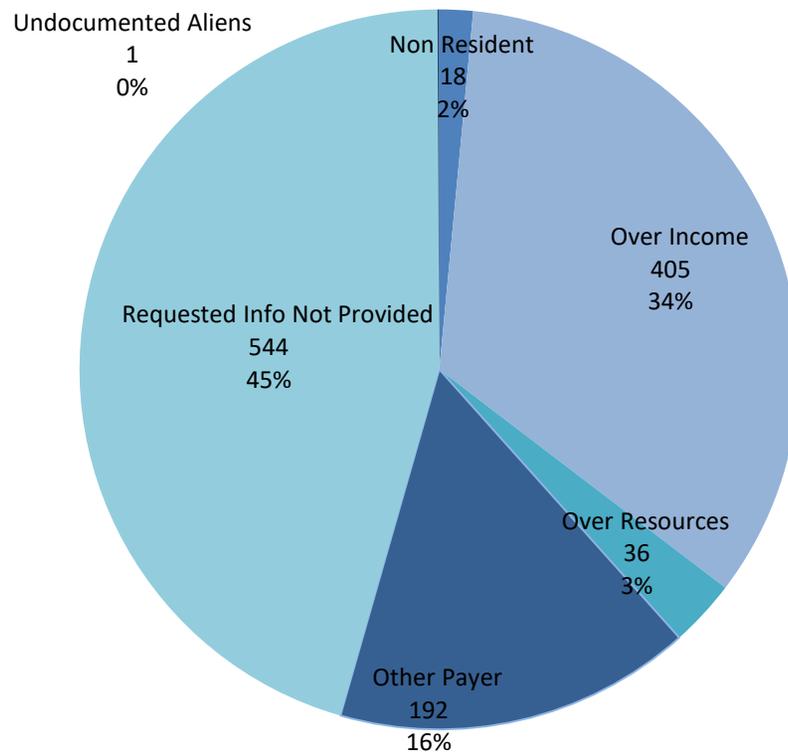
### Comparison of Over Income Case to 2023 HHS Poverty Guidelines



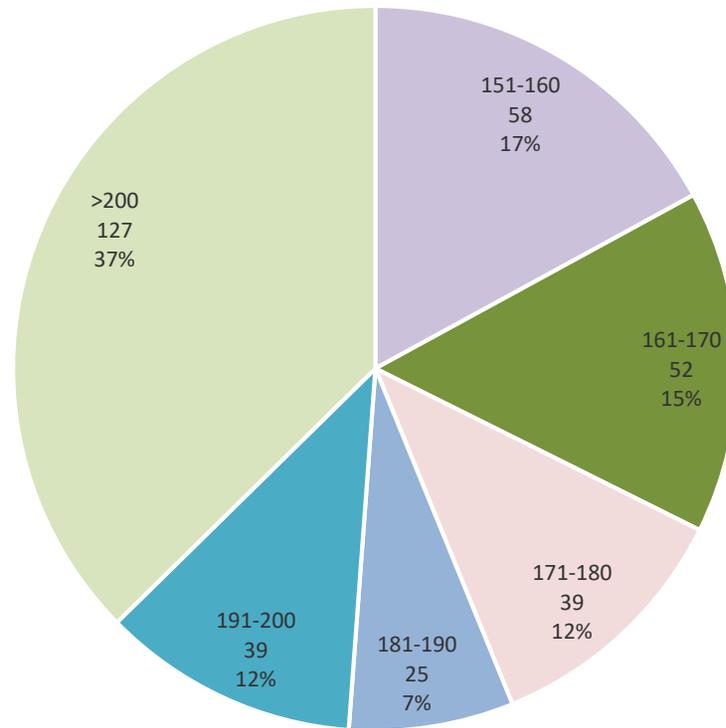
# NUECES AID DENIALS

Calendar Year 2023  
January-October

Denial Reasons



Comparison of Over Income Case to 2023 HHS Poverty Guidelines



**Nueces Aid Program  
Application Processing Summary Calendar Year 2023**

|                                      | Jan   | Feb   | Mar   | Apr   | May   | Jun   | Jul   | Aug   | Sep   | Oct | Nov | Dec | YTD<br>2023 | Comments  |
|--------------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----|-----|-----|-------------|---|
| <b>TOTAL APPLICATIONS</b>            | 923   | 759   | 958   | 821   | 874   | 799   | 854   | 904   | 815   |     |     |     | 7,707       |   |
| - Approved                           | 789   | 653   | 844   | 696   | 750   | 695   | 733   | 790   | 690   |     |     |     | 6,640       |   |
| %                                    | 85.5% | 86.0% | 88.1% | 84.8% | 85.8% | 87.0% | 85.8% | 87.4% | 84.7% |     |     |     | 86.2%       | Since FY 1999, the denial rate is based on all denied individuals in the household.   |
| - Denied                             | 134   | 106   | 114   | 125   | 124   | 104   | 121   | 114   | 125   |     |     |     | 1,067       |   |
| %                                    | 14.5% | 14.0% | 11.9% | 15.2% | 14.2% | 13.0% | 14.2% | 12.6% | 15.3% |     |     |     | 13.8%       |   |
| <b>APPROVALS BY PLAN TYPE</b>        |       |       |       |       |       |       |       |       |       |     |     |     |             |   |
| <b>NUECES AID - All Services</b>     |       |       |       |       |       |       |       |       |       |     |     |     |             |   |
| 100%                                 | 551   | 446   | 596   | 463   | 531   | 489   | 502   | 540   | 484   |     |     |     | 4,602       |   |
| %                                    | 69.8% | 68.3% | 70.6% | 66.5% | 70.8% | 70.4% | 68.5% | 68.4% | 70.1% |     |     |     | 69.3%       |   |
| 90%                                  | 27    | 24    | 24    | 27    | 23    | 17    | 18    | 18    | 10    |     |     |     | 188         |   |
| %                                    | 3.4%  | 3.7%  | 2.8%  | 3.9%  | 3.1%  | 2.4%  | 2.5%  | 2.3%  | 1.4%  |     |     |     | 2.8%        |   |
| 80%                                  | 20    | 21    | 20    | 16    | 13    | 23    | 11    | 19    | 23    |     |     |     | 166         |   |
| %                                    | 2.5%  | 3.2%  | 2.4%  | 2.3%  | 1.7%  | 3.3%  | 1.5%  | 2.4%  | 3.3%  |     |     |     | 2.5%        |   |
| 70%                                  | 17    | 15    | 17    | 16    | 15    | 14    | 23    | 21    | 17    |     |     |     | 155         | The percentage of approvals by plan option is calculated by dividing the number for each plan option by the total number of approved applications.    |
| %                                    | 2.2%  | 2.3%  | 2.0%  | 2.3%  | 2.0%  | 2.0%  | 3.1%  | 2.7%  | 2.5%  |     |     |     | 2.3%        |   |
| 60%                                  | 11    | 18    | 7     | 11    | 12    | 6     | 8     | 11    | 12    |     |     |     | 96          |   |
| %                                    | 1.4%  | 2.8%  | 0.8%  | 1.6%  | 1.6%  | 0.9%  | 1.1%  | 1.4%  | 1.7%  |     |     |     | 1.4%        |   |
| 50%                                  | 19    | 11    | 21    | 22    | 15    | 15    | 14    | 12    | 13    |     |     |     | 142         |   |
| %                                    | 2.4%  | 1.7%  | 2.5%  | 3.2%  | 2.0%  | 2.2%  | 1.9%  | 1.5%  | 1.9%  |     |     |     | 2.1%        |   |
| <b>TOTAL</b>                         | 645   | 535   | 685   | 555   | 609   | 564   | 576   | 621   | 559   |     |     |     | 5,349       |   |
| %                                    | 81.7% | 81.9% | 81.2% | 79.7% | 81.2% | 81.2% | 78.6% | 78.6% | 81.0% |     |     |     | 80.6%       |   |
| <b>HOUSEHOLDS BY SIZE - APPROVED</b> |       |       |       |       |       |       |       |       |       |     |     |     |             |   |
| 1 Member Household                   | 690   | 599   | 732   | 622   | 675   | 600   | 628   | 697   | 604   |     |     |     | 5,847       | The percentage for each size household is calculated by dividing the number of households in the category by the total number of approved households. |
| %                                    | 93.2% | 95.7% | 92.8% | 94.4% | 94.7% | 92.6% | 92.2% | 93.7% | 93.4% |     |     |     | 93.6%       |   |
| 2 Member Household                   | 50    | 27    | 56    | 37    | 38    | 48    | 53    | 47    | 43    |     |     |     | 399         |   |
| %                                    | 6.8%  | 4.3%  | 7.1%  | 5.6%  | 5.3%  | 7.4%  | 7.8%  | 6.3%  | 6.6%  |     |     |     | 6.4%        |   |
| 3 or > Member Household              | 0     | 0     | 1     | 0     | 0     | 0     | 0     | 0     | 0     |     |     |     | 1           | Households pending other payors are not included.   |
| %                                    | 0.0%  | 0.0%  | 0.1%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  |     |     |     | 0.0%        |   |
| <b>TOTAL HOUSEHOLDS APPROVED</b>     | 740   | 626   | 789   | 659   | 713   | 648   | 681   | 744   | 647   |     |     |     | 6,247       |   |

**Nueces Aid Program  
Application Processing Summary Calendar Year 2023**

|   | Jan   | Feb   | Mar   | Apr   | May   | Jun   | Jul   | Aug   | Sep   | Oct | Nov | Dec | YTD<br>2023 | Comments   |
|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----|-----|-----|-------------|--|
| <b>NCHD DENIALS - Reasons for Denials</b> |       |       |       |       |       |       |       |       |       |     |     |     |             |  |
| Non Resident                              | 1     | 0     | 2     | 4     | 2     | 1     | 0     | 0     | 6     |     |     |     | 16          | The percentage for each denial reason is calculated by dividing the number of individuals for each reason by the total number of individuals denied. |
| %   | 0.7%  | 0.0%  | 1.8%  | 3.2%  | 1.6%  | 1.0%  | 0.0%  | 0.0%  | 4.8%  |     |     |     | 1.5%        |  |
| Over Income                               | 57    | 49    | 34    | 34    | 34    | 37    | 44    | 44    | 30    |     |     |     | 363         | by the total number of individuals denied.   |
| %   | 42.5% | 46.2% | 29.8% | 27.2% | 27.4% | 35.6% | 36.4% | 38.6% | 24.0% |     |     |     | 34.0%       |  |
| Over Resources                            | 6     | 2     | 6     | 7     | 2     | 2     | 3     | 3     | 2     |     |     |     | 33          |  |
| %   | 4.5%  | 1.9%  | 5.3%  | 5.6%  | 1.6%  | 1.9%  | 2.5%  | 2.6%  | 1.6%  |     |     |     | 3.1%        |  |
| Other Payer                               | 27    | 13    | 12    | 17    | 19    | 20    | 17    | 17    | 23    |     |     |     | 165         |  |
| %   | 20.1% | 12.3% | 10.5% | 13.6% | 15.3% | 19.2% | 14.0% | 14.9% | 18.4% |     |     |     | 15.5%       |  |
| Requested Info Not Provided               | 43    | 42    | 60    | 63    | 66    | 44    | 57    | 50    | 64    |     |     |     | 489         |  |
| %   | 32.1% | 39.6% | 52.6% | 50.4% | 53.2% | 42.3% | 47.1% | 43.9% | 51.2% |     |     |     | 45.8%       |  |
| Undocumented Aliens                       | 0     | 0     | 0     | 0     | 1     | 0     | 0     | 0     | 0     |     |     |     | 1           | Note: UA code eff 08/01/01   |
| %   | 0.0%  | 0.0%  | 0.0%  | 0.0%  | 0.8%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  |     |     |     | 0.1%        |  |
| <b>TOTAL DENIALS</b>                      | 134   | 106   | 114   | 125   | 124   | 104   | 121   | 114   | 125   |     |     |     | 1,067       |  |
| <b>HOUSEHOLDS BY SIZE - DENIED</b>        |       |       |       |       |       |       |       |       |       |     |     |     |             |  |
| 1 Member Household                        | 99    | 86    | 88    | 98    | 100   | 82    | 98    | 90    | 104   |     |     |     | 845         | The denial percentage for each size household is calculated by dividing the number for each household size by the total number of denied households. |
| %   | 83.2% | 89.6% | 87.1% | 87.5% | 89.3% | 88.2% | 89.1% | 88.2% | 89.7% |     |     |     | 87.9%       |  |
| 2 Member Household                        | 16    | 10    | 13    | 14    | 12    | 11    | 12    | 12    | 9     |     |     |     | 109         | Households pending other payors are not included.  |
| %   | 13.4% | 10.4% | 12.9% | 12.5% | 10.7% | 11.8% | 10.9% | 11.8% | 7.8%  |     |     |     | 11.3%       |  |
| 3 or > Member Household                   | 4     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 3     |     |     |     | 7           |  |
| %   | 3.4%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  | 2.6%  |     |     |     | 0.7%        |  |
| <b>TOTAL HOUSEHOLDS DENIED</b>            | 119   | 96    | 101   | 112   | 112   | 93    | 110   | 102   | 116   |     |     |     | 961         |  |
| <b>PENDING APPLICATIONS</b>               |       |       |       |       |       |       |       |       |       |     |     |     |             |  |
| Pending documentation                     | 91    | 93    | 102   | 85    | 79    | 98    | 79    | 114   | 86    |     |     |     | 92          | The YTD number for incomplete applications is the average of the monthly incomplete applications.  |
| TANF                                      | 8     | 5     | 18    | 16    | 11    | 10    | 15    | 14    | 17    |     |     |     | 17          |  |
| SSI-SSID                                  | 63    | 58    | 75    | 66    | 58    | 59    | 83    | 79    | 49    |     |     |     | 49          |  |
| Other Payor                               | 73    | 55    | 66    | 59    | 72    | 62    | 59    | 76    | 65    |     |     |     | 65          |  |

**Nueces Aid Program  
Application Processing Summary Calendar Year 2023**

|                                      | Jan   | Feb   | Mar   | Apr   | May   | Jun   | Jul   | Aug   | Sep   | Oct   | Nov | Dec | YTD<br>2023 | Comments  |
|--------------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----|-----|-------------|---|
| <b>TOTAL APPLICATIONS</b>            | 923   | 759   | 958   | 821   | 874   | 799   | 854   | 904   | 815   | 892   |     |     | 8,599       |   |
| - Approved                           | 789   | 653   | 844   | 696   | 750   | 695   | 733   | 790   | 690   | 763   |     |     | 7,403       |   |
| %                                    | 85.5% | 86.0% | 88.1% | 84.8% | 85.8% | 87.0% | 85.8% | 87.4% | 84.7% | 85.5% |     |     | 86.1%       | Since FY 1999, the denial rate is based on all denied individuals in the household.   |
| - Denied                             | 134   | 106   | 114   | 125   | 124   | 104   | 121   | 114   | 125   | 129   |     |     | 1,196       |   |
| %                                    | 14.5% | 14.0% | 11.9% | 15.2% | 14.2% | 13.0% | 14.2% | 12.6% | 15.3% | 14.5% |     |     | 13.9%       |   |
| <b>APPROVALS BY PLAN TYPE</b>        |       |       |       |       |       |       |       |       |       |       |     |     |             |   |
| <b>NUECES AID - All Services</b>     |       |       |       |       |       |       |       |       |       |       |     |     |             |   |
| 100%                                 | 551   | 446   | 596   | 463   | 531   | 489   | 502   | 540   | 484   | 505   |     |     | 5,107       |   |
| %                                    | 69.8% | 68.3% | 70.6% | 66.5% | 70.8% | 70.4% | 68.5% | 68.4% | 70.1% | 66.2% |     |     | 69.0%       |   |
| 90%                                  | 27    | 24    | 24    | 27    | 23    | 17    | 18    | 18    | 10    | 28    |     |     | 216         |   |
| %                                    | 3.4%  | 3.7%  | 2.8%  | 3.9%  | 3.1%  | 2.4%  | 2.5%  | 2.3%  | 1.4%  | 3.7%  |     |     | 2.9%        |   |
| 80%                                  | 20    | 21    | 20    | 16    | 13    | 23    | 11    | 19    | 23    | 19    |     |     | 185         |   |
| %                                    | 2.5%  | 3.2%  | 2.4%  | 2.3%  | 1.7%  | 3.3%  | 1.5%  | 2.4%  | 3.3%  | 2.5%  |     |     | 2.5%        |   |
| 70%                                  | 17    | 15    | 17    | 16    | 15    | 14    | 23    | 21    | 17    | 25    |     |     | 180         | The percentage of approvals by plan option is calculated by dividing the number for each plan option by the total number of approved applications.    |
| %                                    | 2.2%  | 2.3%  | 2.0%  | 2.3%  | 2.0%  | 2.0%  | 3.1%  | 2.7%  | 2.5%  | 3.3%  |     |     | 2.4%        |   |
| 60%                                  | 11    | 18    | 7     | 11    | 12    | 6     | 8     | 11    | 12    | 18    |     |     | 114         |   |
| %                                    | 1.4%  | 2.8%  | 0.8%  | 1.6%  | 1.6%  | 0.9%  | 1.1%  | 1.4%  | 1.7%  | 2.4%  |     |     | 1.5%        |   |
| 50%                                  | 19    | 11    | 21    | 22    | 15    | 15    | 14    | 12    | 13    | 23    |     |     | 165         |   |
| %                                    | 2.4%  | 1.7%  | 2.5%  | 3.2%  | 2.0%  | 2.2%  | 1.9%  | 1.5%  | 1.9%  | 3.0%  |     |     | 2.2%        |   |
| <b>TOTAL</b>                         | 645   | 535   | 685   | 555   | 609   | 564   | 576   | 621   | 559   | 618   |     |     | 5,967       |   |
| %                                    | 81.7% | 81.9% | 81.2% | 79.7% | 81.2% | 81.2% | 78.6% | 78.6% | 81.0% | 81.0% |     |     | 80.6%       |   |
| <b>HOUSEHOLDS BY SIZE - APPROVED</b> |       |       |       |       |       |       |       |       |       |       |     |     |             |   |
| 1 Member Household                   | 690   | 599   | 732   | 622   | 675   | 600   | 628   | 697   | 604   | 687   |     |     | 6,534       | The percentage for each size household is calculated by dividing the number of households in the category by the total number of approved households. |
| %                                    | 93.2% | 95.7% | 92.8% | 94.4% | 94.7% | 92.6% | 92.2% | 93.7% | 93.4% | 94.8% |     |     | 93.7%       |   |
| 2 Member Household                   | 50    | 27    | 56    | 37    | 38    | 48    | 53    | 47    | 43    | 38    |     |     | 437         |   |
| %                                    | 6.8%  | 4.3%  | 7.1%  | 5.6%  | 5.3%  | 7.4%  | 7.8%  | 6.3%  | 6.6%  | 5.2%  |     |     | 6.3%        |   |
| 3 or > Member Household              | 0     | 0     | 1     | 0     | 0     | 0     | 0     | 0     | 0     | 0     |     |     | 1           | Households pending other payors are not included.   |
| %                                    | 0.0%  | 0.0%  | 0.1%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  |     |     | 0.0%        |   |
| <b>TOTAL HOUSEHOLDS APPROVED</b>     | 740   | 626   | 789   | 659   | 713   | 648   | 681   | 744   | 647   | 725   |     |     | 6,972       |   |

**Nueces Aid Program  
Application Processing Summary Calendar Year 2023**

|   | Jan   | Feb   | Mar   | Apr   | May   | Jun   | Jul   | Aug   | Sep   | Oct   | Nov | Dec | YTD<br>2023 | Comments   |
|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----|-----|-------------|--|
| <b>NCHD DENIALS - Reasons for Denials</b> |       |       |       |       |       |       |       |       |       |       |     |     |             |  |
| Non Resident                              | 1     | 0     | 2     | 4     | 2     | 1     | 0     | 0     | 6     | 2     |     |     | 18          | The percentage for each denial reason is calculated by dividing the number of individuals for each reason by the total number of individuals denied. |
| %   | 0.7%  | 0.0%  | 1.8%  | 3.2%  | 1.6%  | 1.0%  | 0.0%  | 0.0%  | 4.8%  | 1.6%  |     |     | 1.5%        |  |
| Over Income                               | 57    | 49    | 34    | 34    | 34    | 37    | 44    | 44    | 30    | 42    |     |     | 405         |  |
| %   | 42.5% | 46.2% | 29.8% | 27.2% | 27.4% | 35.6% | 36.4% | 38.6% | 24.0% | 32.6% |     |     | 33.9%       |  |
| Over Resources                            | 6     | 2     | 6     | 7     | 2     | 2     | 3     | 3     | 2     | 3     |     |     | 36          |  |
| %   | 4.5%  | 1.9%  | 5.3%  | 5.6%  | 1.6%  | 1.9%  | 2.5%  | 2.6%  | 1.6%  | 2.3%  |     |     | 3.0%        |  |
| Other Payer                               | 27    | 13    | 12    | 17    | 19    | 20    | 17    | 17    | 23    | 27    |     |     | 192         |  |
| %   | 20.1% | 12.3% | 10.5% | 13.6% | 15.3% | 19.2% | 14.0% | 14.9% | 18.4% | 20.9% |     |     | 16.1%       |  |
| Requested Info Not Provided               | 43    | 42    | 60    | 63    | 66    | 44    | 57    | 50    | 64    | 55    |     |     | 544         |  |
| %   | 32.1% | 39.6% | 52.6% | 50.4% | 53.2% | 42.3% | 47.1% | 43.9% | 51.2% | 42.6% |     |     | 45.5%       |  |
| Undocumented Aliens                       | 0     | 0     | 0     | 0     | 1     | 0     | 0     | 0     | 0     | 0     |     |     | 1           | Note: UA code eff 08/01/01   |
| %   | 0.0%  | 0.0%  | 0.0%  | 0.0%  | 0.8%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  |     |     | 0.1%        |  |
| <b>TOTAL DENIALS</b>                      | 134   | 106   | 114   | 125   | 124   | 104   | 121   | 114   | 125   | 129   |     |     | 1,196       |  |
| <b>HOUSEHOLDS BY SIZE - DENIED</b>        |       |       |       |       |       |       |       |       |       |       |     |     |             |  |
| 1 Member Household                        | 99    | 86    | 88    | 98    | 100   | 82    | 98    | 90    | 104   | 95    |     |     | 940         | The denial percentage for each size household is calculated by dividing the number for each household size by the total number of denied households. |
| %   | 83.2% | 89.6% | 87.1% | 87.5% | 89.3% | 88.2% | 89.1% | 88.2% | 89.7% | 84.8% |     |     | 87.6%       |  |
| 2 Member Household                        | 16    | 10    | 13    | 14    | 12    | 11    | 12    | 12    | 9     | 17    |     |     | 126         |  |
| %   | 13.4% | 10.4% | 12.9% | 12.5% | 10.7% | 11.8% | 10.9% | 11.8% | 7.8%  | 15.2% |     |     | 11.7%       |  |
| 3 or > Member Household                   | 4     | 0     | 0     | 0     | 0     | 0     | 0     | 0     | 3     | 0     |     |     | 7           | Households pending other payors are not included.  |
| %   | 3.4%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  | 0.0%  | 2.6%  | 0.0%  |     |     | 0.7%        |  |
| <b>TOTAL HOUSEHOLDS DENIED</b>            | 119   | 96    | 101   | 112   | 112   | 93    | 110   | 102   | 116   | 112   |     |     | 1,073       |  |
| <b>PENDING APPLICATIONS</b>               |       |       |       |       |       |       |       |       |       |       |     |     |             |  |
| Pending documentation                     | 91    | 93    | 102   | 85    | 79    | 98    | 79    | 114   | 86    | 84    |     |     | 91          | The YTD number for incomplete applications is the average of the monthly incomplete applications.  |
| TANF                                      | 8     | 5     | 18    | 16    | 11    | 10    | 15    | 14    | 17    | 10    |     |     | 10          |  |
| SSI-SSID                                  | 63    | 58    | 75    | 66    | 58    | 59    | 83    | 79    | 49    | 83    |     |     | 83          |  |
| Other Payor                               | 73    | 55    | 66    | 59    | 72    | 62    | 59    | 76    | 65    | 52    |     |     | 52          |  |

**NCHD  
Eligibility History**

|             | Jan   | Feb   | Mar   | Apr   | May   | Jun   | July  | Aug   | Sep   | Oct   | Nov   | Dec   | CY Total | Avg   |
|-------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|----------|-------|
| <b>2018</b> |       |       |       |       |       |       |       |       |       |       |       |       |          |       |
| 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 |
| 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 |
| 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 |
| % of PY     | 97%   | 99%   | 97%   | 96%   | 93%   | 93%   | 93%   | 94%   | 94%   | 94%   | 98%   | 93%   | 95%      | 95%   |
| <b>2019</b> |       |       |       |       |       |       |       |       |       |       |       |       |          |       |
| 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 |
| 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 |
| 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 |
| % of PY     | 92%   | 90%   | 90%   | 90%   | 91%   | 92%   | 93%   | 93%   | 94%   | 95%   | 90%   | 94%   | 92%      | 92%   |
| <b>2020</b> |       |       |       |       |       |       |       |       |       |       |       |       |          |       |
| 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 |
| Pend        | 1,268 | 1,243 | 1,218 | 1,141 | 1,187 | 1,106 | 1,043 | 968   | 861   | 899   | 923   | 945   | 12,802   | 1,067 |
| 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 |
| % of PY     | 95%   | 96%   | 96%   | 93%   | 101%  | 93%   | 83%   | 73%   | 65%   | 70%   | 75%   | 79%   | 85%      | 85%   |
| <b>2021</b> |       |       |       |       |       |       |       |       |       |       |       |       |          |       |
| 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 |
| Pend        | 932   | 921   | 922   | 964   | 981   | 1,014 | 1,052 | 1,028 | 1,039 | 1,060 | 1,070 | 1,076 | 12,059   | 1,005 |
| 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 |
| % of PY     | 76%   | 74%   | 73%   | 76%   | 74%   | 84%   | 95%   | 110%  | 126%  | 114%  | 107%  | 103%  | 90%      | 90%   |
| <b>2022</b> |       |       |       |       |       |       |       |       |       |       |       |       |          |       |
| 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 |
| 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 |
| 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 |
| % of PY     | 103%  | 104%  | 108%  | 109%  | 106%  | 103%  | 101%  | 100%  | 101%  | 101%  | 101%  | 100%  | 103%     | 103%  |
| <b>2023</b> |       |       |       |       |       |       |       |       |       |       |       |       |          |       |
| NCHD        | 3,767 | 3,186 | 3,727 | 3,611 | 3,614 | 3,599 | 3,565 | 3,548 | 3,566 |       |       |       | 32,183   | 3,576 |
| Pend        | 1,145 | 1,677 | 1,148 | 1,157 | 1,173 | 1,161 | 1,177 | 1,181 | 1,183 |       |       |       | 11,002   | 1,222 |
| Total       | 4,912 | 4,863 | 4,875 | 4,768 | 4,787 | 4,760 | 4,742 | 4,729 | 4,749 | -     | -     | -     | 43,185   | 4,798 |
| % of PY     | 101%  | 102%  | 101%  | 98%   | 97%   | 95%   | 94%   | 92%   | 91%   | 0%    | 0%    | 0%    | 72%      | 96%   |

**NCHD  
Eligibility History**

|             | Jan   | Feb   | Mar   | Apr   | May   | Jun   | July  | Aug   | Sep   | Oct   | Nov   | Dec   | CY Total | Avg   |
|-------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|----------|-------|
| <b>2018</b> |       |       |       |       |       |       |       |       |       |       |       |       |          |       |
| 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 |
| 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 |
| 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 |
| % of PY     | 97%   | 99%   | 97%   | 96%   | 93%   | 93%   | 93%   | 94%   | 94%   | 94%   | 98%   | 93%   | 95%      | 95%   |
| <b>2019</b> |       |       |       |       |       |       |       |       |       |       |       |       |          |       |
| 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 |
| 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 |
| 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 |
| % of PY     | 92%   | 90%   | 90%   | 90%   | 91%   | 92%   | 93%   | 93%   | 94%   | 95%   | 90%   | 94%   | 92%      | 92%   |
| <b>2020</b> |       |       |       |       |       |       |       |       |       |       |       |       |          |       |
| 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 |
| Pend        | 1,268 | 1,243 | 1,218 | 1,141 | 1,187 | 1,106 | 1,043 | 968   | 861   | 899   | 923   | 945   | 12,802   | 1,067 |
| 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 |
| % of PY     | 95%   | 96%   | 96%   | 93%   | 101%  | 93%   | 83%   | 73%   | 65%   | 70%   | 75%   | 79%   | 85%      | 85%   |
| <b>2021</b> |       |       |       |       |       |       |       |       |       |       |       |       |          |       |
| 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 |
| Pend        | 932   | 921   | 922   | 964   | 981   | 1,014 | 1,052 | 1,028 | 1,039 | 1,060 | 1,070 | 1,076 | 12,059   | 1,005 |
| 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 |
| % of PY     | 76%   | 74%   | 73%   | 76%   | 74%   | 84%   | 95%   | 110%  | 126%  | 114%  | 107%  | 103%  | 90%      | 90%   |
| <b>2022</b> |       |       |       |       |       |       |       |       |       |       |       |       |          |       |
| 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 |
| 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 |
| 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 |
| % of PY     | 103%  | 104%  | 108%  | 109%  | 106%  | 103%  | 101%  | 100%  | 101%  | 101%  | 101%  | 100%  | 103%     | 103%  |
| <b>2023</b> |       |       |       |       |       |       |       |       |       |       |       |       |          |       |
| NCHD        | 3,767 | 3,186 | 3,727 | 3,611 | 3,614 | 3,599 | 3,565 | 3,548 | 3,566 | 3,598 |       |       | 35,781   | 3,578 |
| Pend        | 1,145 | 1,677 | 1,148 | 1,157 | 1,173 | 1,161 | 1,177 | 1,181 | 1,183 | 1,185 |       |       | 12,187   | 1,219 |
| Total       | 4,912 | 4,863 | 4,875 | 4,768 | 4,787 | 4,760 | 4,742 | 4,729 | 4,749 | 4,783 | -     | -     | 47,968   | 4,797 |
| % of PY     | 101%  | 102%  | 101%  | 98%   | 97%   | 95%   | 94%   | 92%   | 91%   | 92%   | 0%    | 0%    | 80%      | 96%   |



**Annual Comparative Enrollment Report  
Calendar Year 2023**

| Month | Enrollment |       | Increase/(Decrease) |           |
|-------|------------|-------|---------------------|-----------|
|       | 2023       | 2022  | %                   | Enrollees |
| Jan   | 4,912      | 4,874 | 0.78%               | 38        |
| Feb   | 4,863      | 4,772 | 1.91%               | 91        |
| Mar   | 4,875      | 4,848 | 0.56%               | 27        |
| Apr   | 4,768      | 4,868 | -2.05%              | -100      |
| May   | 4,787      | 4,949 | -3.27%              | -162      |
| Jun   | 4,760      | 5,019 | -5.16%              | -259      |
| Jul   | 4,742      | 5,057 | -6.23%              | -315      |
| Aug   | 4,729      | 5,128 | -7.78%              | -399      |
| Sep   | 4,749      | 5,233 | -9.25%              | -484      |
| Oct   |            |       |                     |           |
| Nov   |            |       |                     |           |
| Dec   |            |       |                     |           |



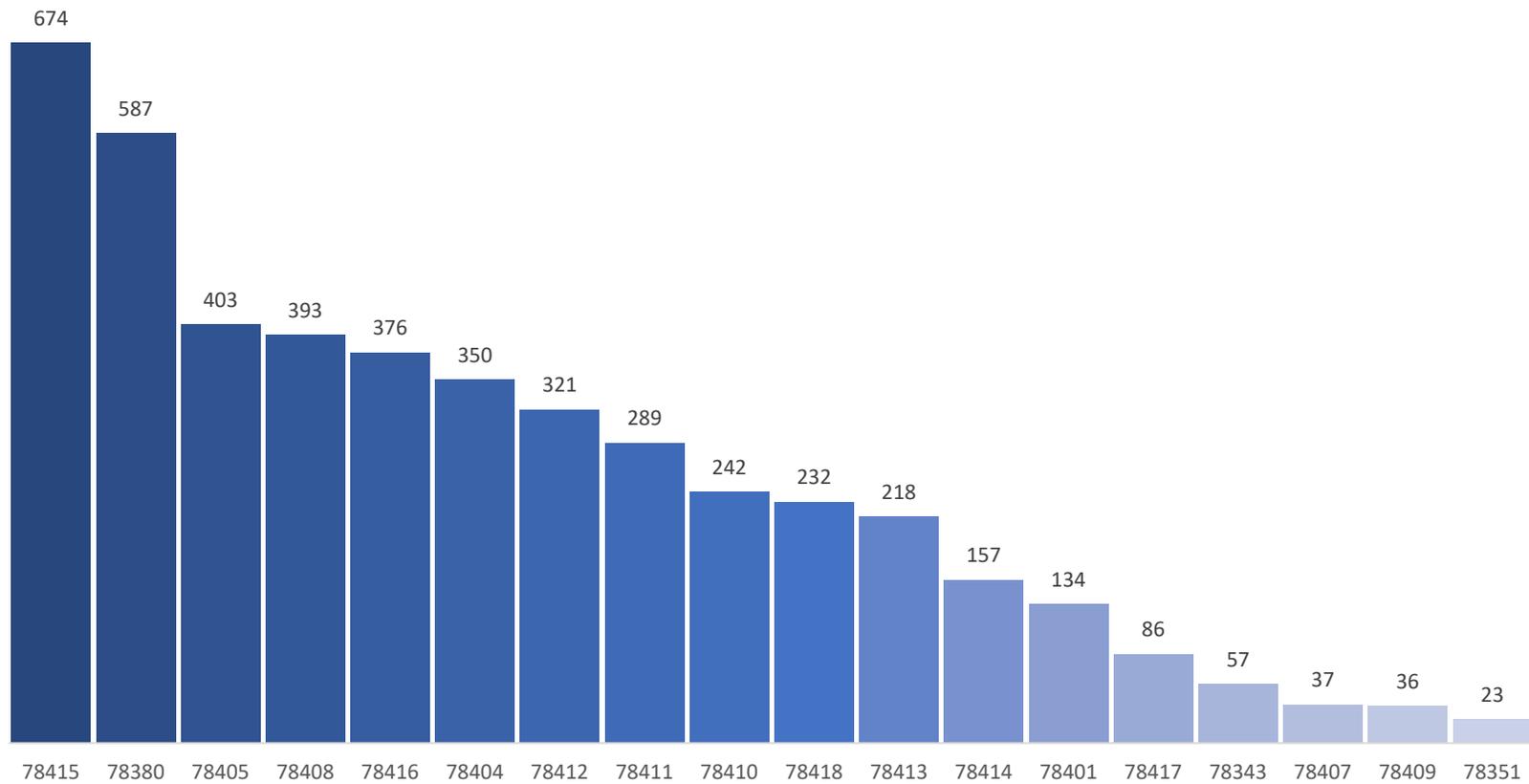
**Annual Comparative Enrollment Report  
Calendar Year 2023**

| Month | Enrollment |       | Increase/(Decrease) |           |
|-------|------------|-------|---------------------|-----------|
|       | 2023       | 2022  | %                   | Enrollees |
| Jan   | 4,912      | 4,874 | 0.78%               | 38        |
| Feb   | 4,863      | 4,772 | 1.91%               | 91        |
| Mar   | 4,875      | 4,848 | 0.56%               | 27        |
| Apr   | 4,768      | 4,868 | -2.05%              | -100      |
| May   | 4,787      | 4,949 | -3.27%              | -162      |
| Jun   | 4,760      | 5,019 | -5.16%              | -259      |
| Jul   | 4,742      | 5,057 | -6.23%              | -315      |
| Aug   | 4,729      | 5,128 | -7.78%              | -399      |
| Sep   | 4,749      | 5,233 | -9.25%              | -484      |
| Oct   | 4,783      | 5,178 | -7.63%              | -395      |
| Nov   |            |       |                     |           |
| Dec   |            |       |                     |           |



# Nueces County Hospital District

## Enrollment by Zipcode as of September 2023

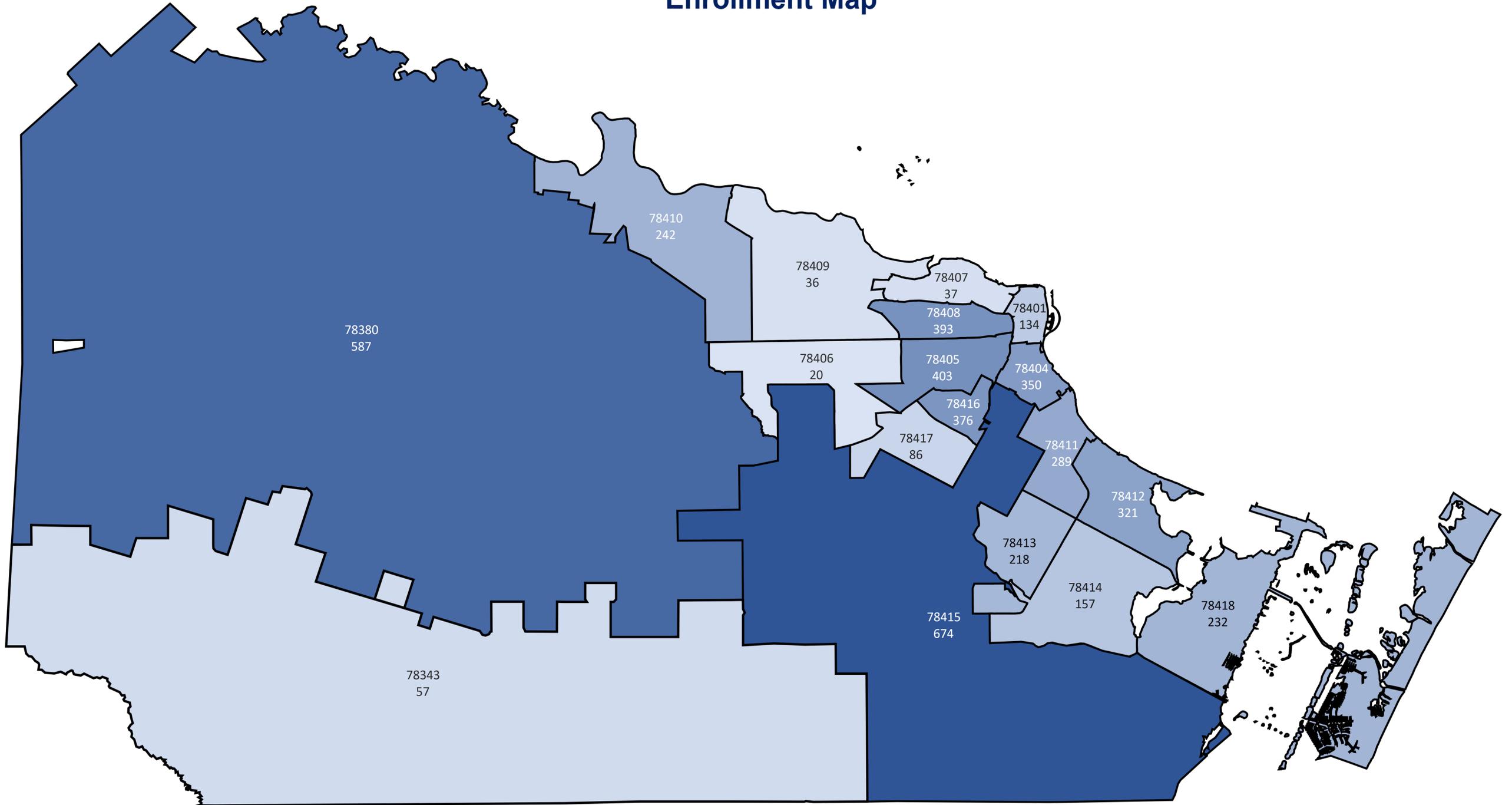


**Nueces County Hospital District  
Enrollment by Zip Code  
As of 9/30/2023**

| <b>Zip Code</b> | <b>Description</b>   | <b>Members</b> | <b>% to Total</b> |
|-----------------|--|----------------|-------------------|
| 78415           | CC:FM 665 to CR 61 to County Line to Weber & Crosstown             | 674            | 14%               |
| 78380           | Robstown   | 587            | 12%               |
| 78405           | CC:19th to Port Ave to Agnes, includes HPG                         | 403            | 8%                |
| 78408           | CC:Hwy 358 to Lipan Between I-37 & Agnes                           | 393            | 8%                |
| 78416           | CC:Hwy 358 to Old Brownsville to Tarlton to Weber, includes Molina | 376            | 8%                |
| 78404           | CC:Six Points  | 350            | 7%                |
| 78412           | CC:Airline to Hwy 358 to Ennis Joslin to Ocean Drive               | 321            | 7%                |
| 78411           | CC:Ocean Drive to So Staples to Hwy 358 to Weber to Kostoryz       | 289            | 6%                |
| 78410           | CC:Annville and Calallen   | 242            | 5%                |
| 78418           | CC:Flour Bluff   | 232            | 5%                |
| 78413           | CC:Weber to Holly rd to So Staples to Oso Pkwy                     | 218            | 5%                |
| 78414           | CC:So Staples to Holly Rd to Cayo Del Oso to Oso Creek             | 157            | 3%                |
| 78401           | CC:Downtown and Cargo Docks  | 134            | 3%                |
| 78417           | CC:Old Brownsville to Ayers to Saratoga                            | 86             | 2%                |
| 78343           | Bishop + FM 665 to CR 107 W to CR 57E                              | 57             | 1%                |
| 78407           | CC: I-37 Up River Rd to South Port Ave to Joe Fulton Corridor      | 37             | 1%                |
| 78409           | CC:Hwy 44 to Up River Rd to Rand Morgan E to Hwy 358               | 36             | 1%                |
| 78351           | Driscoll   | 23             | 0%                |
|                 | Subtotal   | 4,615          | 97%               |
|                 | Total  | 4,749          |                   |



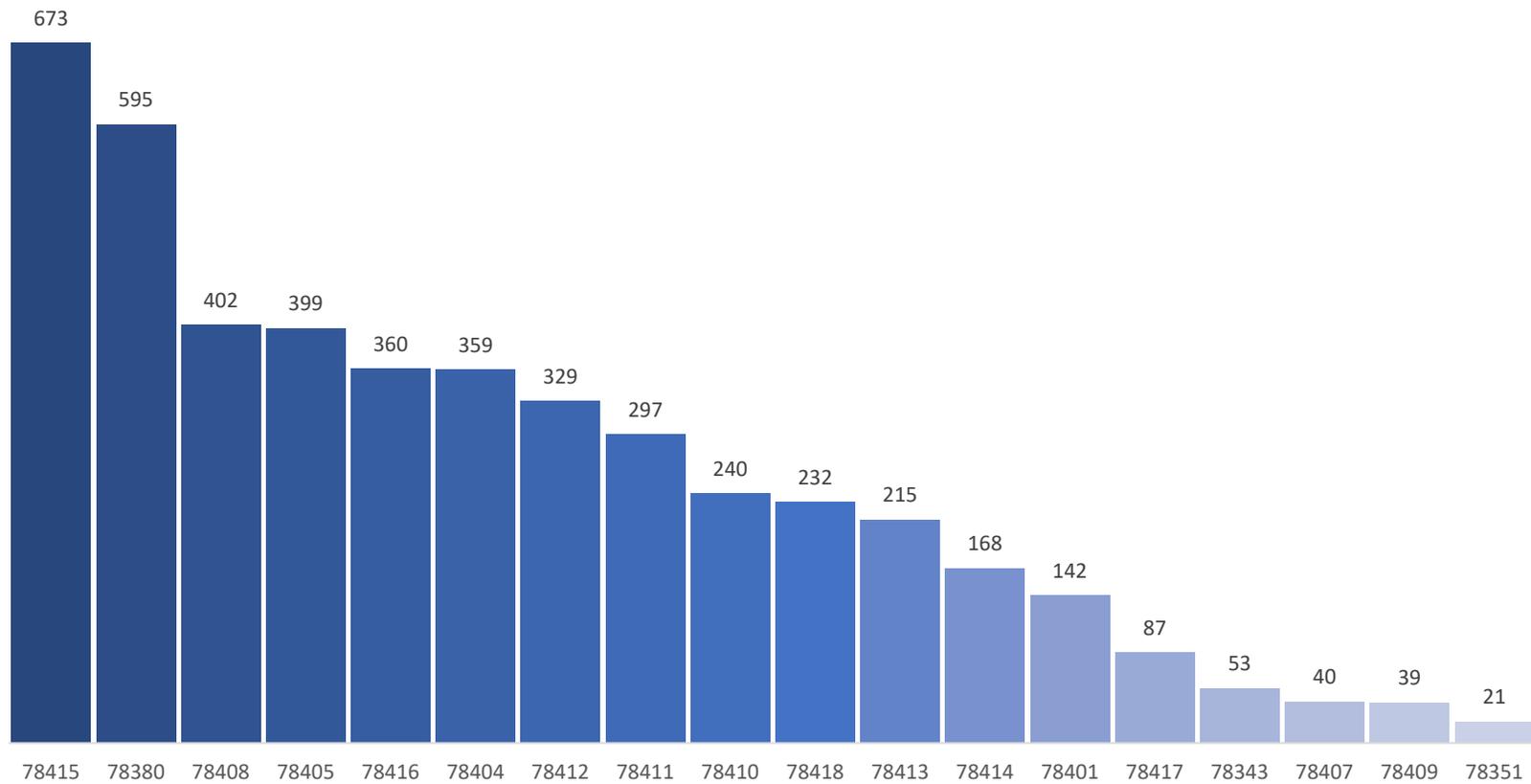
# Nueces County Hospital District Enrollment Map





# Nueces County Hospital District

## Enrollment by Zipcode as of October 2023

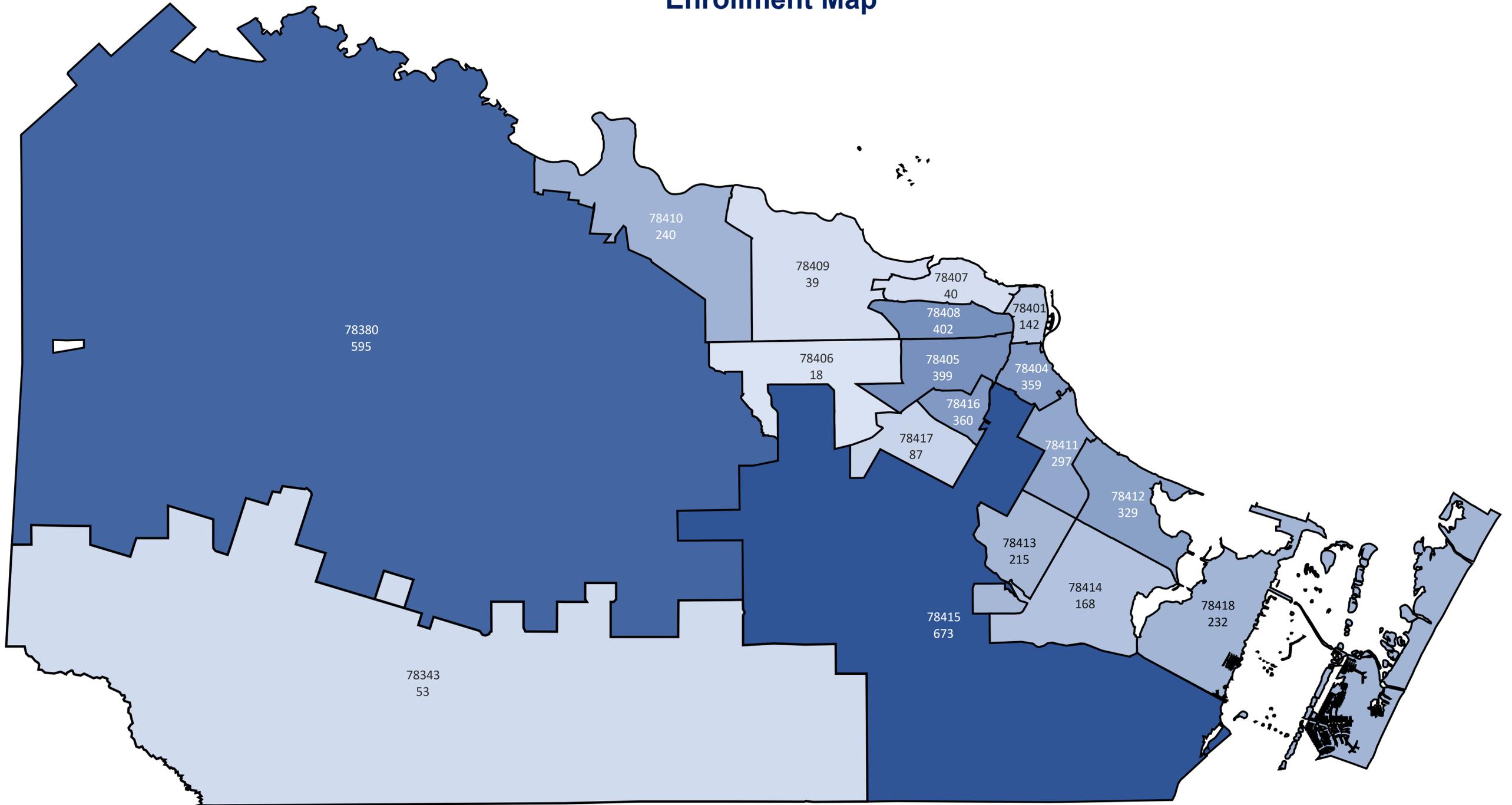


**Nueces County Hospital District  
Enrollment by Zip Code  
As of 10/31/2023**

| <b>Zip Code</b> | <b>Description</b>   | <b>Members</b> | <b>% to Total</b> |
|-----------------|--|----------------|-------------------|
| 78415           | CC:FM 665 to CR 61 to County Line to Weber & Crosstown             | 673            | 14%               |
| 78380           | Robstown   | 595            | 13%               |
| 78408           | CC:Hwy 358 to Lipan Between I-37 & Agnes                           | 402            | 8%                |
| 78405           | CC:19th to Port Ave to Agnes, includes HPG                         | 399            | 8%                |
| 78416           | CC:Hwy 358 to Old Brownsville to Tarlton to Weber, includes Molina | 360            | 8%                |
| 78404           | CC:Six Points  | 359            | 8%                |
| 78412           | CC:Airline to Hwy 358 to Ennis Joslin to Ocean Drive               | 329            | 7%                |
| 78411           | CC:Ocean Drive to So Staples to Hwy 358 to Weber to Kostoryz       | 297            | 6%                |
| 78410           | CC:Annville and Calallen   | 240            | 5%                |
| 78418           | CC:Flour Bluff   | 232            | 5%                |
| 78413           | CC:Weber to Holly rd to So Staples to Oso Pkwy                     | 215            | 5%                |
| 78414           | CC:So Staples to Holly Rd to Cayo Del Oso to Oso Creek             | 168            | 4%                |
| 78401           | CC:Downtown and Cargo Docks  | 142            | 3%                |
| 78417           | CC:Old Brownsville to Ayers to Saratoga                            | 87             | 2%                |
| 78343           | Bishop + FM 665 to CR 107 W to CR 57E                              | 53             | 1%                |
| 78407           | CC: I-37 Up River Rd to South Port Ave to Joe Fulton Corridor      | 40             | 1%                |
| 78409           | CC:Hwy 44 to Up River Rd to Rand Morgan E to Hwy 358               | 39             | 1%                |
| 78351           | Driscoll   | 21             | 0%                |
|                 | Subtotal   | 4,651          | 98%               |
|                 | Total  | 4,749          |                   |



# Nueces County Hospital District Enrollment Map



Nueces County Hospital District  
**Combined Balance Sheet - All Fund Types & Account Groups**  
 As of 09/30/2023  
 (In Whole Numbers)

|  | General Fund      | Special Revenue Fund | Trust Fund    | General Fixed Assets | General Long Term Debt | TOTAL              |
|--|-------------------|----------------------|---------------|----------------------|------------------------|--------------------|
| <b>Assets</b>                                |                   |                      |               |                      |                        |                    |
| Cash & Cash Equivalents                      | 41,857,303 *      | 14,221,812           | 46,867        | 0                    | 0                      | 56,125,982         |
| Investments                                  | 14,739,262        | 42,616,531           | 0             | 0                    | 0                      | 57,355,793         |
| Accrued Interest                             | 43,604            | 272,164              | 287           | 0                    | 0                      | 316,055            |
| Taxes Receivable, Net of Allowance           | 3,261,191         | 0                    | 0             | 0                    | 0                      | 3,261,191          |
| Other Receivables                            | 591,171           | 0                    | 0             | 0                    | 0                      | 591,171            |
| Due from Other Funds                         | 6,038             | 0                    | 0             | 0                    | 0                      | 6,038              |
| Prepaid Expenditures                         | 149,264           | 0                    | 0             | 0                    | 0                      | 149,264            |
| Right-of-Use Lease Asset                     | 77,094            | 0                    | 0             | 0                    | 0                      | 77,094             |
| Restricted Cash & Cash Equivalents - LPPF    | 9,159,393         | 0                    | 0             | 0                    | 0                      | 9,159,393          |
| Fixed Assets                                 | 0                 | 0                    | 0             | 14,170,694           | 0                      | 14,170,694         |
| Amt to be Provided for Retirement of LT Debt | 0                 | 0                    | 0             | 0                    | 463,980                | 463,980            |
| <b>Total Assets</b>                          | <b>69,884,319</b> | <b>57,110,507</b>    | <b>47,155</b> | <b>14,170,694</b>    | <b>463,980</b>         | <b>141,676,655</b> |
| <b>Liabilities</b>                           |                   |                      |               |                      |                        |                    |
| Accounts Payable                             | 3,855,300         | 0                    | 0             | 0                    | 0                      | 3,855,300          |
| Accrued Payroll & Related Liabilities        | 316,423           | 0                    | 0             | 0                    | 0                      | 316,423            |
| Intergovernmental Transfer Obligations       | 9,159,393         | 0                    | 0             | 0                    | 0                      | 9,159,393          |
| Current Portion - Lease Liability            | 77,094            | 0                    | 0             | 0                    | 0                      | 77,094             |
| Due to Other Funds                           | 0                 | 3,301                | 2,737         | 0                    | 0                      | 6,038              |
| Deferred Revenue                             | 3,261,191         | 0                    | 0             | 0                    | 0                      | 3,261,191          |
| Long Term Paid Time Off                      | 0                 | 0                    | 0             | 0                    | 105,708                | 105,708            |
| Long Term Lease Liability                    | 0                 | 0                    | 0             | 0                    | 358,272                | 358,272            |
| <b>Total Liabilities</b>                     | <b>16,669,401</b> | <b>3,301</b>         | <b>2,737</b>  | <b>0</b>             | <b>463,980</b>         | <b>17,139,419</b>  |
| <b>Fund Equity</b>                           |                   |                      |               |                      |                        |                    |
| Fund Balance                                 | 40,454,131        | 0                    | 44,418        | 14,170,694           | 0                      | 54,669,244         |
| Committed to:                                |                   |                      |               |                      |                        |                    |
| Intergovernmental Transfers                  | 12,760,787        | 0                    | 0             | 0                    | 0                      | 12,760,787         |
| Indigent Care                                | 0                 | 57,105,061           | 0             | 0                    | 0                      | 57,105,061         |
| Assigned to County Health Care               | 0                 | 2,144                | 0             | 0                    | 0                      | 2,144              |
| <b>Total Fund Equity</b>                     | <b>53,214,918</b> | <b>57,107,206</b>    | <b>44,418</b> | <b>14,170,694</b>    | <b>0</b>               | <b>124,537,236</b> |
| <b>Total Liabilities &amp; Fund Equity</b>   | <b>69,884,319</b> | <b>57,110,507</b>    | <b>47,155</b> | <b>14,170,694</b>    | <b>463,980</b>         | <b>141,676,655</b> |

\* General Fund Cash & Equivalents balance includes \$12,760,787 in committed funds.

Nueces County Hospital District  
Statement of Revenues and Expenditures - Actual v. Budget  
Indigent Care Fund  
From 9/1/2023 Through 9/30/2023  
(In Whole Numbers)

UNAUDITED

|  | Current Period<br>Actual | Current Period<br>Budget | Current Period<br>Budget Variance | Current Year<br>Actual | YTD Budget | YTD Budget<br>Variance |
|--|--------------------------|--------------------------|-----------------------------------|------------------------|------------|------------------------|
| Revenues   |                          |                          |                                   |                        |            |                        |
| Investment Income  | 1,053,689                | 30,920                   | 1,022,769                         | 2,227,739              | 369,939    | 1,857,800              |
| Total Revenues   | 1,053,689                | 30,920                   | 1,022,769                         | 2,227,739              | 369,939    | 1,857,800              |
| Current Expenditures   |                          |                          |                                   |                        |            |                        |
| Legal & Professional Fees                                    | 3,301                    | 0                        | (3,301)                           | 3,301                  | 0          | (3,301)                |
| Total Current Expenditures                                   | 3,301                    | 0                        | (3,301)                           | 3,301                  | 0          | (3,301)                |
| Excess of Revenues Over Expenditures<br>Before Sources/Uses  | 1,050,388                | 30,920                   | 1,019,468                         | 2,224,438              | 369,939    | 1,854,499              |
| Excess of Revenues Over Expenditures<br>After Sources & Uses | 1,050,388                | 30,920                   | 1,019,468                         | 2,224,438              | 369,939    | 1,854,499              |
| Fund Balance, Beginning of Year                              |                          |                          |                                   | 54,880,624             | 0          | 54,880,624             |
| FUND BALANCE, END OF YEAR                                    |                          |                          |                                   | 57,105,061             | 369,939    | 56,735,122             |

Nueces County Hospital District  
 Statement of Revenues and Expenditures - All Governmental and Trust Funds  
 General Fund  
 From 9/1/2023 Through 9/30/2023  
 (In Whole Numbers)

|   | Current Period Actual | Current Year Actual |
|---|-----------------------|---------------------|
| Revenues  |                       |                     |
| Taxes   | 57,823                | 38,357,980          |
| Penalties & Interest - Taxes                              | 19,402                | 378,310             |
| Spohn Corporate Member Revenue                            | 2,874,492             | 29,884,824          |
| Investment Income   | 233,517               | 3,166,848           |
| Other Income  | 45                    | 553,979             |
| Total Revenues  | 3,185,280             | 72,341,941          |
| Current Expenditures                                      |                       |                     |
| Intergovernmental Transfers                               | 11,410,611            | 45,518,171          |
| County Healthcare Funding                                 | 1,038,479             | 11,916,017          |
| Salaries  | 107,786               | 1,406,792           |
| Benefits  | 22,128                | 648,582             |
| Legal & Professional Fees                                 | 57,259                | 748,323             |
| Purchased Services  | 72,722                | 1,174,560           |
| Supplies & Materials                                      | 1,217                 | 18,953              |
| Rent & Leases   | 12,302                | 148,735             |
| Repairs & Maintenance                                     | 505                   | 4,973               |
| Utilities   | 3,885                 | 38,842              |
| Insurance   | 2,064                 | 24,189              |
| Administrative & General                                  | 11,540                | 86,455              |
| Capital Outlay  | 0                     | 19,140              |
| Total Current Expenditures                                | 12,740,498            | 61,753,732          |
| Excess of Revenues Over Expenditures Before Sources/Uses  | (9,555,218)           | 10,588,209          |
| Other Financing Sources & Uses                            |                       |                     |
| Operating Transfers In                                    | 0                     | (711,000)           |
| Total Other Financing Sources & Uses                      | 0                     | (711,000)           |
| Excess of Revenues Over Expenditures After Sources & Uses | (9,555,218)           | 11,299,209          |
| Fund Balance, Beginning of Year                           |                       | 41,915,709          |
| FUND BALANCE, END OF YEAR                                 |                       | 53,214,918          |

**Nueces County Hospital District**  
**Statement of Revenues and Expenditures - All Governmental and Trust Funds**  
**Special Revenue Fund**  
**From 9/1/2023 Through 9/30/2023**  
**(In Whole Numbers)**

|   | Current Period Actual | Current Year Actual |
|---|-----------------------|---------------------|
| Revenues  |                       |                     |
| Investment Income   | 1,053,699             | 2,229,821           |
| Tobacco Settlement Proceeds                               | 0                     | 710,315             |
| Total Revenues  | 1,053,699             | 2,940,136           |
| Current Expenditures                                      |                       |                     |
| Legal & Professional Fees                                 | 3,301                 | 3,301               |
| Total Current Expenditures                                | 3,301                 | 3,301               |
| Excess of Revenues Over Expenditures Before Sources/Uses  | 1,050,397             | 2,936,835           |
| Other Financing Sources & Uses                            |                       |                     |
| Operating Transfers Out                                   | 0                     | 711,000             |
| Total Other Financing Sources & Uses                      | 0                     | 711,000             |
| Excess of Revenues Over Expenditures After Sources & Uses | 1,050,397             | 2,225,835           |
| Fund Balance, Beginning of Year                           |                       | 54,881,371          |
| FUND BALANCE, END OF YEAR                                 |                       | 57,107,206          |

UNAUDITED

Nueces County Hospital District  
Statement of Revenues and Expenditures - All Governmental and Trust Funds  
Trust Fund  
From 9/1/2023 Through 9/30/2023  
(In Whole Numbers)

|   | <u>Current Period Actual</u> | <u>Current Year Actual</u> |
|---|------------------------------|----------------------------|
| Revenues  |                              |                            |
| Investment Income   | <u>287</u>                   | <u>3,106</u>               |
| Total Revenues  | <u>287</u>                   | <u>3,106</u>               |
| Current Expenditures                                      |                              |                            |
| Benefits  | <u>2,737</u>                 | <u>21,547</u>              |
| Administrative & General                                  | <u>29</u>                    | <u>1,446</u>               |
| Total Current Expenditures                                | <u>2,766</u>                 | <u>22,993</u>              |
| Excess of Revenues Over Expenditures Before Sources/Uses  | <u>(2,478)</u>               | <u>(19,888)</u>            |
| Excess of Revenues Over Expenditures After Sources & Uses | <u>(2,478)</u>               | <u>(19,888)</u>            |
| Fund Balance, Beginning of Year                           |                              | 64,306                     |
| FUND BALANCE, END OF YEAR                                 |                              | <u>44,418</u>              |

Nueces County Hospital District  
Statement of Revenues and Expenditures - Actual v. Budget  
General Fund  
From 9/1/2023 Through 9/30/2023  
(In Whole Numbers)

UNAUDITED

|  | Current Period<br>Actual | Current Period<br>Budget | Current Period<br>Budget Variance | Current Year<br>Actual | YTD Budget        | YTD Budget<br>Variance |
|--|--------------------------|--------------------------|-----------------------------------|------------------------|-------------------|------------------------|
| <b>Revenues</b>  |                          |                          |                                   |                        |                   |                        |
| Taxes  | 57,823                   | 0                        | 57,823                            | 38,357,980             | 36,929,581        | 1,428,399              |
| Penalties & Interest - Taxes                                 | 19,402                   | 28,716                   | (9,314)                           | 378,310                | 369,296           | 9,014                  |
| Spohn Corporate Member Revenue                               | 2,874,492                | 2,333,337                | 541,155                           | 29,884,824             | 28,000,000        | 1,884,824              |
| Investment Income  | 233,517                  | 24,490                   | 209,027                           | 3,166,848              | 376,092           | 2,790,756              |
| Other Income   | 45                       | 0                        | 45                                | 553,979                | 250,000           | 303,979                |
| Total Revenues   | <u>3,185,280</u>         | <u>2,386,543</u>         | <u>798,737</u>                    | <u>72,341,941</u>      | <u>65,924,969</u> | <u>6,416,972</u>       |
| <b>Current Expenditures</b>                                  |                          |                          |                                   |                        |                   |                        |
| Intergovernmental Transfers                                  | 11,410,611               | 643,786                  | (10,766,825)                      | 45,518,171             | 44,847,968        | (670,203)              |
| County Healthcare Funding                                    | 1,038,479                | 1,001,882                | (36,597)                          | 11,916,017             | 12,207,824        | 291,807                |
| Salaries   | 107,786                  | 137,439                  | 29,653                            | 1,406,792              | 1,678,976         | 272,184                |
| Benefits   | 22,128                   | 72,209                   | 50,081                            | 648,582                | 758,385           | 109,803                |
| Legal & Professional Fees                                    | 57,259                   | 129,659                  | 72,400                            | 748,323                | 1,556,000         | 807,677                |
| Purchased Services   | 72,722                   | 90,909                   | 18,187                            | 1,174,560              | 1,374,150         | 199,590                |
| Supplies & Materials   | 1,217                    | 1,791                    | 574                               | 18,953                 | 21,500            | 2,547                  |
| Rent & Leases  | 12,302                   | 13,871                   | 1,569                             | 148,735                | 166,500           | 17,765                 |
| Repairs & Maintenance  | 505                      | 826                      | 321                               | 4,973                  | 10,000            | 5,027                  |
| Utilities  | 3,885                    | 4,000                    | 115                               | 38,842                 | 48,000            | 9,158                  |
| Insurance  | 2,064                    | 2,566                    | 502                               | 24,189                 | 30,800            | 6,611                  |
| Administrative & General                                     | 11,540                   | 36,510                   | 24,970                            | 86,455                 | 438,400           | 351,945                |
| Capital Outlay   | 0                        | 0                        | 0                                 | 19,140                 | 215,400           | 196,260                |
| Extraordinary  | 0                        | 413                      | 413                               | 0                      | 5,000             | 5,000                  |
| Total Current Expenditures                                   | <u>12,740,498</u>        | <u>2,135,861</u>         | <u>(10,604,637)</u>               | <u>61,753,732</u>      | <u>63,358,903</u> | <u>1,605,171</u>       |
| Excess of Revenues Over Expenditures<br>Before Sources/Uses  | <u>(9,555,218)</u>       | <u>250,682</u>           | <u>(9,805,900)</u>                | <u>10,588,209</u>      | <u>2,566,066</u>  | <u>8,022,143</u>       |
| <b>Other Financing Sources &amp; Uses</b>                    |                          |                          |                                   |                        |                   |                        |
| Operating Transfers In                                       | 0                        | 0                        | 0                                 | (711,000)              | (600,000)         | 111,000                |
| Total Other Financing Sources & Uses                         | <u>0</u>                 | <u>0</u>                 | <u>0</u>                          | <u>(711,000)</u>       | <u>(600,000)</u>  | <u>111,000</u>         |
| Excess of Revenues Over Expenditures<br>After Sources & Uses | <u>(9,555,218)</u>       | <u>250,682</u>           | <u>(9,805,900)</u>                | <u>11,299,209</u>      | <u>3,166,066</u>  | <u>8,133,143</u>       |
| Fund Balance, Beginning of Year                              |                          |                          |                                   | 41,915,709             | 0                 | 41,915,709             |
| FUND BALANCE, END OF YEAR                                    |                          |                          |                                   | <u>53,214,918</u>      | <u>3,166,066</u>  | <u>50,048,852</u>      |

Nueces County Hospital District  
Statement of Revenues and Expenditures - Actual v. Budget  
Tobacco Settlement Fund  
From 9/1/2023 Through 9/30/2023  
(In Whole Numbers)

**UNAUDITED**

|  | Current Period<br>Actual | Current Period<br>Budget | Current Period<br>Budget Variance | Current Year<br>Actual | YTD Budget     | YTD Budget<br>Variance |
|--|--------------------------|--------------------------|-----------------------------------|------------------------|----------------|------------------------|
| Revenues   |                          |                          |                                   |                        |                |                        |
| Investment Income  | 9                        | 0                        | 9                                 | 2,082                  | 0              | 2,082                  |
| Tobacco Settlement Proceeds                                  | <u>0</u>                 | <u>0</u>                 | <u>0</u>                          | <u>710,315</u>         | <u>600,000</u> | <u>110,315</u>         |
| Total Revenues   | <u>9</u>                 | <u>0</u>                 | <u>9</u>                          | <u>712,397</u>         | <u>600,000</u> | <u>112,397</u>         |
| Excess of Revenues Over Expenditures<br>Before Sources/Uses  | <u>9</u>                 | <u>0</u>                 | <u>9</u>                          | <u>712,397</u>         | <u>600,000</u> | <u>112,397</u>         |
| Other Financing Sources & Uses                               |                          |                          |                                   |                        |                |                        |
| Operating Transfers Out                                      | <u>0</u>                 | <u>0</u>                 | <u>0</u>                          | <u>711,000</u>         | <u>600,000</u> | <u>(111,000)</u>       |
| Total Other Financing Sources & Uses                         | <u>0</u>                 | <u>0</u>                 | <u>0</u>                          | <u>711,000</u>         | <u>600,000</u> | <u>(111,000)</u>       |
| Excess of Revenues Over Expenditures<br>After Sources & Uses | <u>9</u>                 | <u>0</u>                 | <u>9</u>                          | <u>1,397</u>           | <u>0</u>       | <u>1,397</u>           |
| Fund Balance, Beginning of Year                              |                          |                          |                                   | 747                    | 0              | 747                    |
| FUND BALANCE, END OF YEAR                                    |                          |                          |                                   | <u>2,144</u>           | <u>0</u>       | <u>2,144</u>           |



QUARTERLY INVESTMENT REPORT

# Nueces County Hospital District

SEPTEMBER 30, 2023



**MEEDER**

PUBLIC FUNDS

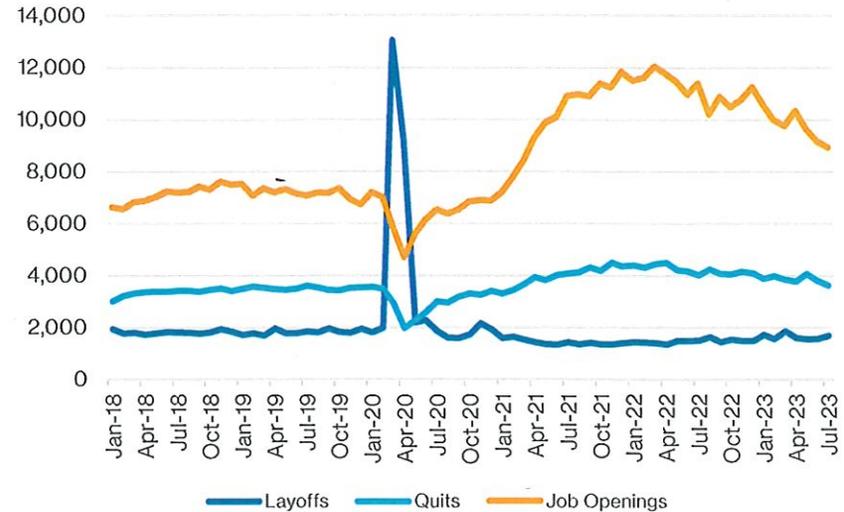
# Loosening Labor Market & Inflation Rate Trending Lower

Following a quiet August, September saw economic data surprise to the upside. Both inflation and jobs data showed that the economy is still on solid ground albeit growing at a slower pace than in 2022. While coming in above expectations, the data was not strong enough to get the Fed to increase its target for the federal funds rate. However, the September meeting saw the Fed update its Statement of Economic Projections, including the keenly watched dot plot. The updated dot plot showed policymakers still see another 0.25% hike in 2023, and only 0.50% of rate cuts in 2024; the prior dot plot projected a full 1.00% of rate cuts in 2024. Chairman Powell used the press conference following the September meeting to communicate the Fed's commitment to the 2% inflation target. Markets extrapolated the updated economic projections to rates being "higher for longer", with treasury yields moving higher on the day and throughout September. Powell cautioned that the risks of tightening too much versus too little are both present and that the Fed is "in a position to proceed carefully".

The August US Employment report showed that the labor market continued to loosen. Nonfarm payrolls increased by 187,000. However, the prior two months of job gains were revised down by 110,000. Likewise, the unemployment rate increased to 3.8% as the participation rate increased, signaling more workers returned to the labor market. Wage growth slowed to 4.2% on the year and just 0.2% for the month. The combination of slowing job creation, higher participation, and slower wage growth is exactly the job market the Federal Reserve wants to see as it shows that a soft landing, where the job market slows but unemployment stays controlled, is still possible.

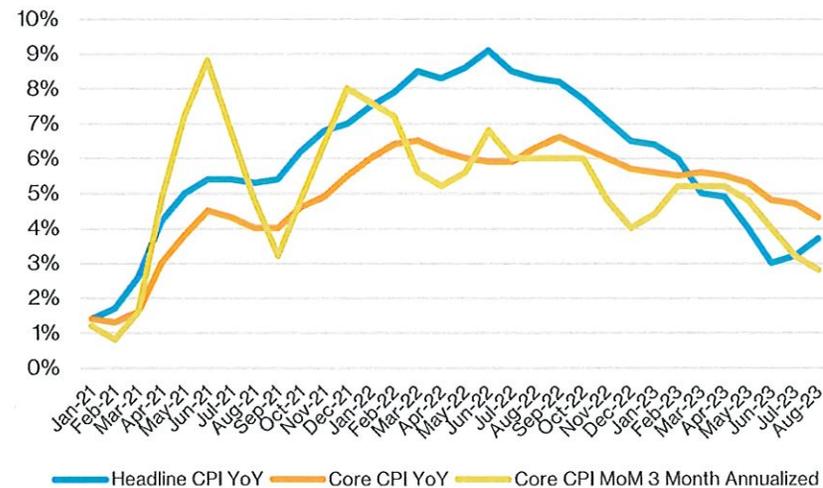
The Consumer Price Index (CPI) report from August showed that, while inflation data was not as soft as data from June and July, inflation is trending in the right direction. Headline CPI increased 0.6% in August, due mostly to an increase in energy prices. Specifically, gasoline prices increased 10.6% during the month, compared to a 0.2% increase in July. Core CPI increased 0.3% in August, following two consecutive monthly increases of 0.2%. Core CPI strips out volatile energy and food prices and is generally thought to be more reflective of price increases. Taking a step back, the 12-month change in core CPI ticked down to 4.3% from 4.7% last month and was the lowest 12-month increase since September 2021. Additionally, annualizing the last three months of core CPI readings points to core inflation of 2.4%, indicating more recent data is pointing to inflation trending close to the Federal Reserve's target of 2%.

**Labor Market Loosening**



SOURCE: BLOOMBERG

**Inflation Trending Lower**



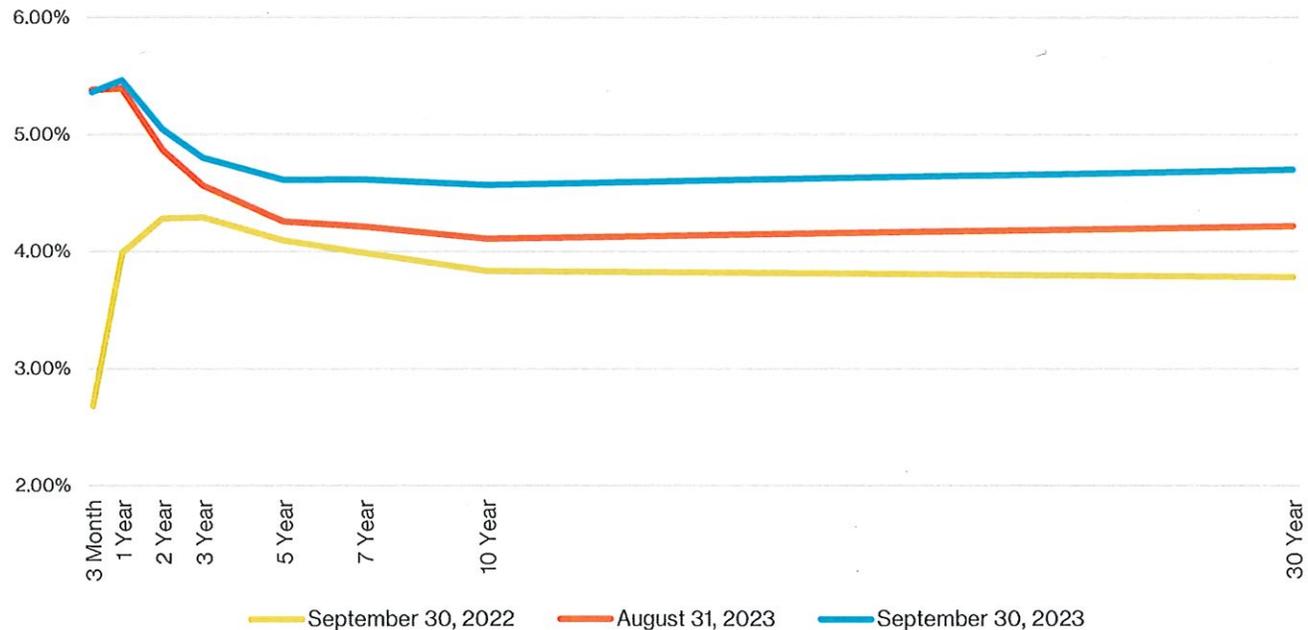
SOURCE: BLOOMBERG

# Rates Move Higher

The combination of economic data, combined with the updated economic projections from the Federal Reserve led to more bear steepening. The 2-year US Treasury yield increased 0.18% to 5.05%, reflecting the lower odds of rate cuts in 2024. Likewise, long-term bond yields also increased, reflecting positive economic data. The 5-year US Treasury yield increased by 0.35% to 4.61%, and the 10-year US Treasury yield increased by 0.46% to 4.57%. Through September, the spread between the 2-year and 10-year treasury yield increased to -0.48%, well above the low of -1.08% in March 2023. Market pricing for rate hikes ended the month exactly where they began, pricing in a 40% chance of a 0.25% hike sometime in 2024. However, the market spent the month pricing cuts out. The implied federal funds rate in December 2024 increased from 4.23% to 4.62%, evidencing the market's belief that the Fed will not need to be as aggressive at cutting rates in 2024.

Credit product spreads remained contained in September. The more positive economic outlook combined with lower corporate and municipal bond issuance continues to keep a lid on spreads. Spreads on agency bonds tightened in September, remaining near long-term averages. We will continue to look to add value by picking up incremental yield on high-quality bonds. Rates are at historic levels not seen since 2007, making this a very attractive time to buy duration and lock in yields.

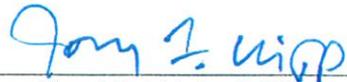
## US Treasury Yield Curve



*Nueces County Hospital District*  
 Quarterly Investment Report  
 July 1, 2023 – September 30, 2023

**Portfolio Summary Management Report**

|   |  |   |                |
|---|--|---|----------------|
| <b><u>Portfolio as of 06/30/23:</u></b>   |  | <b><u>Portfolio as of 09/30/23:</u></b> |                |
| Beginning Book Value                      | \$ 127,690,032                                 | Ending Book Value                       | \$ 123,686,178 |
| Beginning Market Value                    | \$ 126,391,924                                 | Ending Market Value                     | \$ 122,634,295 |
|   |  | Unrealized Gain/Loss                    | \$ (1,051,883) |
| WAM at Beginning Period Date <sup>1</sup> | 169 days                                       | WAM at Ending Period Date <sup>1</sup>  | 180 days       |
|   |  | Change in Market Value <sup>2</sup>     | \$ (3,757,629) |
|   | Average Yield to Maturity for period           |   | 4.295%         |
|   | Average Yield 6 Month Treasury Bill for period |   | 5.530%         |



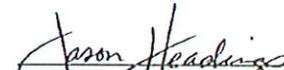
Jonny Hipp, Administrator & CEO  
 Nueces County Hospital District



Belinda Espinoza, Assistant Administrator  
 Nueces County Hospital District



Donna Littlefield, Director of Accounting/Finance  
 Nueces County Hospital District



Jason Headings, Senior Vice President  
 Meeder Public Funds

<sup>1</sup> WAM – weighted average maturity

<sup>2</sup> “Change in Market Value” is required data, but will primarily reflect the receipt and expenditure of the District’s funds from month to month. Meeder Public Funds has assisted in the preparation of this consolidated investment report, with additional input provided by NCHD.

# Your Portfolio

As of September 30, 2023

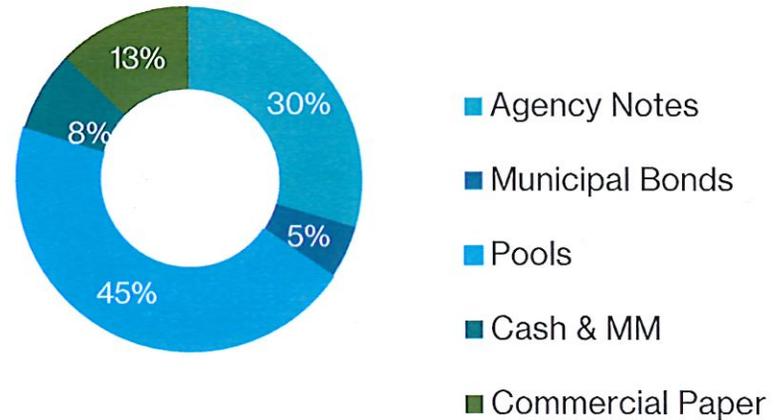


## Your Portfolio Statistics

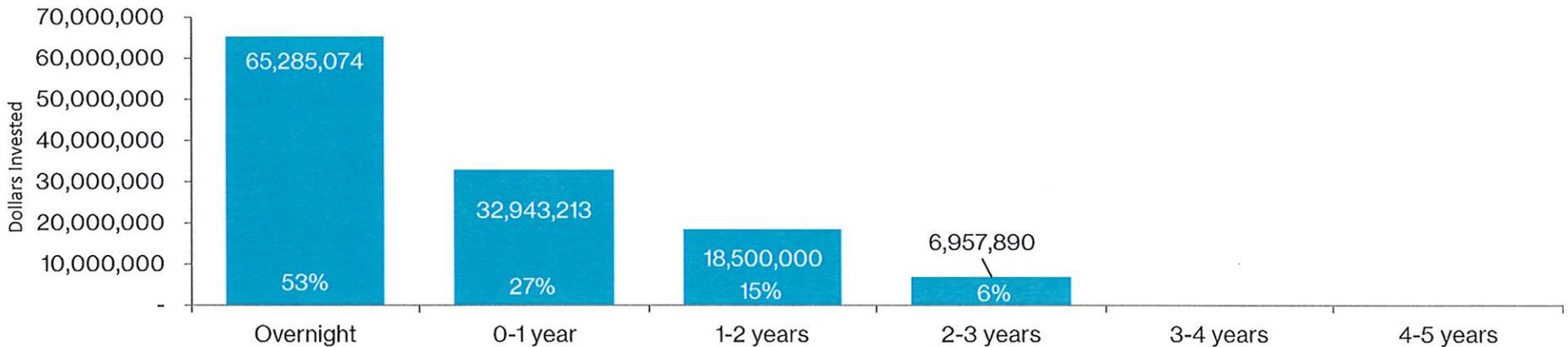
Weighted Average Maturity 0.49 years

Weighted Average Yield (All Funds) 4.38%

## Your Asset Allocation



## Your Maturity Distribution



Allocation Percentage Per Year



**Nueces County Hospital Dist.  
Portfolio Management  
Portfolio Summary  
September 30, 2023**

Meeder Public Funds  
901 S. MoPac  
Suite 300  
Austin, TX 78746

| <b>Investments</b>                 | <b>Par Value</b>      | <b>Market Value</b>   | <b>Book Value</b>     | <b>% of Portfolio</b> | <b>Term</b> | <b>Days to Maturity</b> | <b>YTM 365 Equiv.</b> |
|------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-------------|-------------------------|-----------------------|
| Commercial Paper Disc. -Amortizing | 16,000,000.00         | 15,616,373.00         | 15,622,945.83         | 12.63                 | 242         | 153                     | 5.860                 |
| Federal Agency Coupon Securities   | 36,500,000.00         | 35,543,225.48         | 36,500,000.00         | 29.51                 | 1,007       | 424                     | 2.351                 |
| Municipal Bonds                    | 6,385,000.00          | 6,189,621.75          | 6,278,157.21          | 5.08                  | 987         | 688                     | 3.459                 |
| Logic                              | 8,257,786.84          | 8,257,786.84          | 8,257,786.84          | 6.68                  | 1           | 1                       | 5.517                 |
| Texpool                            | 44,138,240.39         | 44,138,240.39         | 44,138,240.39         | 35.69                 | 1           | 1                       | 5.322                 |
| TexStar                            | 3,457,525.18          | 3,457,525.18          | 3,457,525.18          | 2.80                  | 1           | 1                       | 5.311                 |
| Frost Bank                         | 9,384,654.91          | 9,384,654.91          | 9,384,654.91          | 7.59                  | 1           | 1                       | 4.590                 |
| Money Market                       | 46,867.31             | 46,867.31             | 46,867.31             | 0.04                  | 1           | 1                       | 5.240                 |
| <b>Investments</b>                 | <b>124,170,074.63</b> | <b>122,634,294.86</b> | <b>123,686,177.67</b> | <b>100.00%</b>        | <b>378</b>  | <b>180</b>              | <b>4.376</b>          |
| <b>Cash and Accrued Interest</b>   |                       |                       |                       |                       |             |                         |                       |
| Accrued Interest at Purchase       |                       | 18,351.08             | 18,351.08             |                       |             |                         |                       |
| Subtotal                           |                       | 18,351.08             | 18,351.08             |                       |             |                         |                       |
| <b>Total Cash and Investments</b>  | <b>124,170,074.63</b> | <b>122,652,645.94</b> | <b>123,704,528.75</b> |                       | <b>378</b>  | <b>180</b>              | <b>4.376</b>          |

| <b>Total Earnings</b> | <b>September 30</b> | <b>Month Ending</b> | <b>Fiscal Year To Date</b> | <b>Fiscal Year Ending</b> |
|-----------------------|---------------------|---------------------|----------------------------|---------------------------|
| Current Year          |                     | 445,682.60          | 4,134,459.34               | 4,134,459.34              |

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of Nueces County Hospital District of the position and activity within the District's portfolio of investments. The reports include a management summary overview, a detailed inventory report for the end of the period, as well as graphic representations of the portfolio to provide full disclosure to the governing body.



**Nueces County Hospital Dist.**  
**Summary by Type**  
**September 30, 2023**  
**Grouped by Fund**

Meeder Public Funds  
 901 S. MoPac  
 Suite 300  
 Austin, TX 78746

| Security Type                               | Number of<br>Investments | Par<br>Value          | Book Value            | % of<br>Portfolio | Average<br>YTM 365 | Average Days<br>to Maturity |
|---|--------------------------|-----------------------|-----------------------|-------------------|--------------------|-----------------------------|
| <b>Fund: Indigent Care</b>                  |                          |                       |                       |                   |                    |                             |
| Federal Agency Coupon Securities            | 11                       | 33,500,000.00         | 33,500,000.00         | 27.08             | 2.046              | 373                         |
| Logic                                       | 1                        | 8,257,786.84          | 8,257,786.84          | 6.68              | 5.517              | 1                           |
| Municipal Bonds                             | 3                        | 6,385,000.00          | 6,278,157.21          | 5.08              | 3.459              | 688                         |
| Commercial Paper Disc. -Amortizing          | 1                        | 4,000,000.00          | 3,860,500.00          | 3.12              | 5.973              | 225                         |
| Texpool                                     | 1                        | 2,504,355.66          | 2,504,355.66          | 2.02              | 5.322              | 1                           |
| TexStar                                     | 1                        | 3,457,525.18          | 3,457,525.18          | 2.80              | 5.311              | 1                           |
| <b>Subtotal</b>                             | <b>18</b>                | <b>58,104,667.68</b>  | <b>57,858,324.89</b>  | <b>46.78</b>      | <b>3.294</b>       | <b>306</b>                  |
| <b>Fund: General</b>                        |                          |                       |                       |                   |                    |                             |
| Frost Bank                                  | 2                        | 225,262.39            | 225,262.39            | 0.18              | 4.590              | 1                           |
| Federal Agency Coupon Securities            | 1                        | 3,000,000.00          | 3,000,000.00          | 2.43              | 5.750              | 999                         |
| Commercial Paper Disc. -Amortizing          | 4                        | 12,000,000.00         | 11,762,445.83         | 9.51              | 5.822              | 129                         |
| Texpool                                     | 2                        | 41,631,740.45         | 41,631,740.45         | 33.66             | 5.322              | 1                           |
| <b>Subtotal</b>                             | <b>9</b>                 | <b>56,857,002.84</b>  | <b>56,619,448.67</b>  | <b>45.78</b>      | <b>5.446</b>       | <b>80</b>                   |
| <b>Fund: Restricted Cash - General</b>      |                          |                       |                       |                   |                    |                             |
| Frost Bank                                  | 1                        | 9,159,392.52          | 9,159,392.52          | 7.41              | 4.590              | 1                           |
| <b>Subtotal</b>                             | <b>1</b>                 | <b>9,159,392.52</b>   | <b>9,159,392.52</b>   | <b>7.41</b>       | <b>4.590</b>       | <b>1</b>                    |
| <b>Fund: Tobacco Settlement</b>             |                          |                       |                       |                   |                    |                             |
| Texpool                                     | 1                        | 2,144.28              | 2,144.28              | 0.00              | 5.322              | 1                           |
| <b>Subtotal</b>                             | <b>1</b>                 | <b>2,144.28</b>       | <b>2,144.28</b>       | <b>0.00</b>       | <b>5.322</b>       | <b>1</b>                    |
| <b>Fund: Trust- Employee Heath Benefits</b> |                          |                       |                       |                   |                    |                             |
| Money Market                                | 1                        | 46,867.31             | 46,867.31             | 0.04              | 5.240              | 1                           |
| <b>Subtotal</b>                             | <b>1</b>                 | <b>46,867.31</b>      | <b>46,867.31</b>      | <b>0.04</b>       | <b>5.240</b>       | <b>1</b>                    |
| <b>Total and Average</b>                    | <b>30</b>                | <b>124,170,074.63</b> | <b>123,686,177.67</b> | <b>100.00</b>     | <b>4.376</b>       | <b>180</b>                  |



Nueces County Hospital Dist.  
Fund ICF - Indigent Care  
Investments by Fund  
September 30, 2023

Meeder Public Funds  
901 S. MoPac  
Suite 300  
Austin, TX 78746

| CUSIP                                     | Investment # | Issuer                         | Purchase Date | Book Value           | Par Value            | Market Value         | Current Rate | YTM 360      | YTM 365      | Maturity Date | Days To Maturity |
|---|--------------|--------------------------------|---------------|----------------------|----------------------|----------------------|--------------|--------------|--------------|---------------|------------------|
| <b>Commercial Paper Disc. -Amortizing</b> |              |                                |               |                      |                      |                      |              |              |              |               |                  |
| 62479LED3                                 | 10148        | MUFG Bank CP                   | 08/18/2023    | 3,860,500.00         | 4,000,000.00         | 3,857,492.00         |              | 5.891        | 5.973        | 05/13/2024    | 225              |
| <b>Subtotal and Average</b>               |              |                                |               | <b>3,860,500.00</b>  | <b>4,000,000.00</b>  | <b>3,857,492.00</b>  |              | <b>5.891</b> | <b>5.973</b> |               | <b>225</b>       |
| <b>Federal Agency Coupon Securities</b>   |              |                                |               |                      |                      |                      |              |              |              |               |                  |
| 3133EMHL9                                 | 10118        | FFCB Call Note                 | 12/03/2020    | 4,000,000.00         | 4,000,000.00         | 3,965,496.32         | 0.310        | 0.333        | 0.338        | 11/30/2023    | 60               |
| 3130ALJ70                                 | 10119        | FHLB Call Note                 | 03/12/2021    | 4,000,000.00         | 4,000,000.00         | 3,909,743.76         | 0.400        | 0.394        | 0.400        | 03/12/2024    | 163              |
| 3130AN5A4                                 | 10121        | FHLB Call Note                 | 07/26/2021    | 3,000,000.00         | 3,000,000.00         | 2,879,135.76         | 0.500        | 0.493        | 0.500        | 07/26/2024    | 299              |
| 3130ANMN7                                 | 10122        | FHLB Call Note                 | 08/26/2021    | 4,000,000.00         | 4,000,000.00         | 3,822,890.64         | 0.520        | 0.512        | 0.520        | 08/26/2024    | 330              |
| 3130APK79                                 | 10124        | FHLB Call Note                 | 10/28/2021    | 3,000,000.00         | 3,000,000.00         | 2,849,388.69         | 0.700        | 0.690        | 0.700        | 10/28/2024    | 393              |
| 3130APNE1                                 | 10126        | FHLB Call Note                 | 11/18/2021    | 2,000,000.00         | 2,000,000.00         | 1,898,920.88         | 0.900        | 0.887        | 0.900        | 11/18/2024    | 414              |
| 3130AQSK0                                 | 10127        | FHLB Call Note                 | 02/25/2022    | 2,000,000.00         | 2,000,000.00         | 1,894,697.58         | 1.600        | 1.578        | 1.600        | 02/25/2025    | 513              |
| 3130ARVV0                                 | 10128        | FHLB Call Note                 | 05/19/2022    | 2,000,000.00         | 2,000,000.00         | 1,939,600.80         | 3.500        | 3.452        | 3.500        | 05/19/2025    | 596              |
| 3130AWBU3                                 | 10142        | FHLB Call Note                 | 06/12/2023    | 3,000,000.00         | 3,000,000.00         | 2,984,828.07         | 5.700        | 5.621        | 5.700        | 06/12/2025    | 620              |
| 3134GXR71                                 | 10129        | FHLMC Call Note                | 08/30/2022    | 3,000,000.00         | 3,000,000.00         | 2,947,604.46         | 4.000        | 3.947        | 4.002        | 11/25/2024    | 421              |
| 3134GYQP0                                 | 10140        | FHLMC Call Note                | 05/01/2023    | 3,500,000.00         | 3,500,000.00         | 3,474,102.49         | 5.375        | 5.301        | 5.375        | 05/01/2025    | 578              |
| <b>Subtotal and Average</b>               |              |                                |               | <b>33,500,000.00</b> | <b>33,500,000.00</b> | <b>32,566,409.45</b> |              | <b>2.018</b> | <b>2.046</b> |               | <b>372</b>       |
| <b>Municipal Bonds</b>                    |              |                                |               |                      |                      |                      |              |              |              |               |                  |
| 15046PBJ6                                 | 10125        | Cedar Park TX Dev Corp         | 11/04/2021    | 310,000.00           | 310,000.00           | 297,708.50           | 0.860        | 0.848        | 0.860        | 08/15/2024    | 319              |
| 592041WJ2                                 | 10147        | Metro Govt Nash Cnty TN Health | 08/11/2023    | 3,957,890.38         | 4,075,000.00         | 3,914,893.25         | 4.053        | 5.119        | 5.190        | 07/01/2026    | 1,004            |
| 882669CN2                                 | 10123        | Texas St Public Finance Auth   | 10/06/2021    | 2,010,266.83         | 2,000,000.00         | 1,977,020.00         | 2.000        | 0.443        | 0.450        | 02/01/2024    | 123              |
| <b>Subtotal and Average</b>               |              |                                |               | <b>6,278,157.21</b>  | <b>6,385,000.00</b>  | <b>6,189,621.75</b>  |              | <b>3.411</b> | <b>3.459</b> |               | <b>688</b>       |
| <b>Logic</b>                              |              |                                |               |                      |                      |                      |              |              |              |               |                  |
| 604001                                    | 10133        | LOGIC                          | 02/01/2023    | 8,257,786.84         | 8,257,786.84         | 8,257,786.84         | 5.517        | 5.441        | 5.516        |               | 1                |
| <b>Subtotal and Average</b>               |              |                                |               | <b>8,257,786.84</b>  | <b>8,257,786.84</b>  | <b>8,257,786.84</b>  |              | <b>5.441</b> | <b>5.517</b> |               | <b>1</b>         |
| <b>Texpool</b>                            |              |                                |               |                      |                      |                      |              |              |              |               |                  |
| 700002                                    | 10135        | Texpool                        | 02/01/2023    | 2,504,355.66         | 2,504,355.66         | 2,504,355.66         | 5.322        | 5.248        | 5.321        |               | 1                |
| <b>Subtotal and Average</b>               |              |                                |               | <b>2,504,355.66</b>  | <b>2,504,355.66</b>  | <b>2,504,355.66</b>  |              | <b>5.249</b> | <b>5.322</b> |               | <b>1</b>         |
| <b>TexStar</b>                            |              |                                |               |                      |                      |                      |              |              |              |               |                  |
| 24790                                     | 10138        | TexStar                        | 02/01/2023    | 3,457,525.18         | 3,457,525.18         | 3,457,525.18         | 5.311        | 5.237        | 5.310        |               | 1                |

Fund ICF - Indigent Care  
Investments by Fund  
September 30, 2023

| CUSIP                         | Investment # | Issuer | Purchase Date | Book Value    | Par Value     | Market Value  | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|-------------------------------|--------------|--------|---------------|---------------|---------------|---------------|--------------|---------|---------|--------------------------------|
| Subtotal and Average          |              |        |               | 3,457,525.18  | 3,457,525.18  | 3,457,525.18  |              | 5.238   | 5.311   | 1                              |
| Total Investments and Average |              |        |               | 57,858,324.89 | 58,104,667.68 | 56,833,190.88 |              | 3.249   | 3.294   | 305                            |

Fund OP - General  
Investments by Fund  
September 30, 2023

| CUSIP                                     | Investment # | Issuer                        | Purchase Date | Book Value           | Par Value            | Market Value         | Current Rate | YTM 360      | YTM 365      | Maturity Date | Days To Maturity |
|---|--------------|-------------------------------|---------------|----------------------|----------------------|----------------------|--------------|--------------|--------------|---------------|------------------|
| <b>Commercial Paper Disc. -Amortizing</b> |              |                               |               |                      |                      |                      |              |              |              |               |                  |
| 13607EC80                                 | 10143        | Canadian Imperial Holdings CP | 06/23/2023    | 2,927,390.00         | 3,000,000.00         | 2,926,314.00         | 5.480        | 5.765        | 5.845        | 03/08/2024    | 159              |
| 78015CD17                                 | 10146        | Royal Bank of Canada CP       | 07/14/2023    | 2,915,057.50         | 3,000,000.00         | 2,914,035.00         | 5.570        | 5.878        | 5.959        | 04/01/2024    | 183              |
| 76582KYGO                                 | 10141        | Ridgefield Funding CP         | 05/16/2023    | 2,979,798.33         | 3,000,000.00         | 2,978,352.00         | 5.270        | 5.536        | 5.613        | 11/16/2023    | 46               |
| 89233GB88                                 | 10144        | Toyota Motor Credit Corp CP   | 06/27/2023    | 2,940,200.00         | 3,000,000.00         | 2,940,180.00         | 5.520        | 5.793        | 5.874        | 02/08/2024    | 130              |
| <b>Subtotal and Average</b>               |              |                               |               | <b>11,762,445.83</b> | <b>12,000,000.00</b> | <b>11,758,881.00</b> |              | <b>5.742</b> | <b>5.822</b> |               | <b>129</b>       |
| <b>Federal Agency Coupon Securities</b>   |              |                               |               |                      |                      |                      |              |              |              |               |                  |
| 3134GYUL4                                 | 10145        | FHLMC Call Note               | 06/30/2023    | 3,000,000.00         | 3,000,000.00         | 2,976,816.03         | 5.750        | 5.671        | 5.750        | 06/26/2026    | 999              |
| <b>Subtotal and Average</b>               |              |                               |               | <b>3,000,000.00</b>  | <b>3,000,000.00</b>  | <b>2,976,816.03</b>  |              | <b>5.672</b> | <b>5.750</b> |               | <b>999</b>       |
| <b>Texpool</b>                            |              |                               |               |                      |                      |                      |              |              |              |               |                  |
| 700004                                    | 10134        | Texpool                       | 02/01/2023    | 28,870,953.69        | 28,870,953.69        | 28,870,953.69        | 5.322        | 5.248        | 5.321        |               | 1                |
| 700009                                    | 10136        | Texpool                       | 02/01/2023    | 12,760,786.76        | 12,760,786.76        | 12,760,786.76        | 5.322        | 5.248        | 5.321        |               | 1                |
| <b>Subtotal and Average</b>               |              |                               |               | <b>41,631,740.45</b> | <b>41,631,740.45</b> | <b>41,631,740.45</b> |              | <b>5.249</b> | <b>5.322</b> |               | <b>1</b>         |
| <b>Frost Bank</b>                         |              |                               |               |                      |                      |                      |              |              |              |               |                  |
| 53079                                     | 10131        | Frost Bank Public Fund Chkg   | 02/01/2023    | 219,921.75           | 219,921.75           | 219,921.75           | 4.590        | 4.527        | 4.590        |               | 1                |
| 27221                                     | 10132        | Frost Bank Public Fund Chkg   | 02/01/2023    | 5,340.64             | 5,340.64             | 5,340.64             | 4.590        | 4.527        | 4.590        |               | 1                |
| <b>Subtotal and Average</b>               |              |                               |               | <b>225,262.39</b>    | <b>225,262.39</b>    | <b>225,262.39</b>    |              | <b>4.527</b> | <b>4.590</b> |               | <b>1</b>         |
| <b>Total Investments and Average</b>      |              |                               |               | <b>56,619,448.67</b> | <b>56,857,002.84</b> | <b>56,592,699.87</b> |              | <b>5.371</b> | <b>5.446</b> |               | <b>80</b>        |

Fund RESC - Restricted Cash - General  
Investments by Fund  
September 30, 2023

| CUSIP                                | Investment # | Issuer                      | Purchase Date | Book Value   | Par Value    | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|--------------------------------------|--------------|-----------------------------|---------------|--------------|--------------|--------------|--------------|---------|---------|--------------------------------|
| <b>Frost Bank</b>                    |              |                             |               |              |              |              |              |         |         |                                |
| 43316                                | 10130        | Frost Bank Public Fund Chkg | 02/01/2023    | 9,159,392.52 | 9,159,392.52 | 9,159,392.52 | 4.590        | 4.527   | 4.590   | 1                              |
| <b>Subtotal and Average</b>          |              |                             |               | 9,159,392.52 | 9,159,392.52 | 9,159,392.52 |              | 4.527   | 4.590   | 1                              |
| <b>Total Investments and Average</b> |              |                             |               | 9,159,392.52 | 9,159,392.52 | 9,159,392.52 |              | 4.527   | 4.590   | 1                              |

Fund TOB - Tobacco Settlement  
Investments by Fund  
September 30, 2023

| CUSIP                                | Investment # | Issuer  | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|--------------------------------------|--------------|---------|---------------|------------|-----------|--------------|--------------|---------|---------|--------------------------------|
| <b>Texpool</b>                       |              |         |               |            |           |              |              |         |         |                                |
| 700007                               | 10137        | Texpool | 02/01/2023    | 2,144.28   | 2,144.28  | 2,144.28     | 5.322        | 5.248   | 5.321   | 1                              |
| Subtotal and Average                 |              |         |               | 2,144.28   | 2,144.28  | 2,144.28     |              | 5.249   | 5.322   | 1                              |
| <b>Total Investments and Average</b> |              |         |               | 2,144.28   | 2,144.28  | 2,144.28     |              | 5.249   | 5.322   | 1                              |

Fund TREHB - Trust- Employee Heath Benefits  
Investments by Fund  
September 30, 2023

| CUSIP                         | Investment # | Issuer                | Purchase Date | Book Value | Par Value | Market Value | Current Rate | YTM 360 | YTM 365 | Maturity Days To Date Maturity |
|-------------------------------|--------------|-----------------------|---------------|------------|-----------|--------------|--------------|---------|---------|--------------------------------|
| <b>Money Market</b>           |              |                       |               |            |           |              |              |         |         |                                |
| 825252406                     | 10139        | Invesco Stit Treasury | 02/01/2023    | 46,867.31  | 46,867.31 | 46,867.31    | 5.240        | 5.168   | 5.240   | 1                              |
| Subtotal and Average          |              |                       |               | 46,867.31  | 46,867.31 | 46,867.31    |              | 5.168   | 5.240   | 1                              |
| Total Investments and Average |              |                       |               | 46,867.31  | 46,867.31 | 46,867.31    |              | 5.168   | 5.240   | 1                              |



**Nueces County Hospital Dist.**  
**Cash Reconciliation Report**  
**For the Period July 1, 2023 - September 30, 2023**

Meeder Public Funds  
 901 S. MoPac  
 Suite 300  
 Austin, TX 78746

| Trans. Date     | Investment # | Fund | Trans. Type | Security ID | Par Value    | Security Description             | Maturity Date | Purchases             | Interest         | Redemptions         | Cash                 |
|-----------------|--------------|------|-------------|-------------|--------------|----------------------------------|---------------|-----------------------|------------------|---------------------|----------------------|
| 07/14/2023      | 10146        | OP   | Purchase    | 78015CD17   | 3,000,000.00 | RBCCP 3.0M 5.57% Mat. 04/01/2024 | 04/01/2024    | -2,878,388.33         | 0.00             | 0.00                | -2,878,388.33        |
| 07/26/2023      | 10121        | ICF  | Interest    | 3130AN5A4   | 3,000,000.00 | FHLBC 3.0M 0.50% Mat. 07/26/2024 | 07/26/2024    | 0.00                  | 7,500.00         | 0.00                | 7,500.00             |
| 08/01/2023      | 10123        | ICF  | Interest    | 882669CN2   | 2,000,000.00 | TXSPUB 2.0M 2.00% Mat.           | 02/01/2024    | 0.00                  | 20,000.00        | 0.00                | 20,000.00            |
| 08/10/2023      | 10114        | ICF  | Interest    | 3135G05R0   | 4,000,000.00 | FNMAC 4.0M 0.30% Mat.            | 08/10/2023    | 0.00                  | 6,000.00         | 0.00                | 6,000.00             |
| 08/10/2023      | 10114        | ICF  | Maturity    | 3135G05R0   | 4,000,000.00 | FNMAC 4.0M 0.30% Mat.            | 08/10/2023    | 0.00                  | 0.00             | 4,000,000.00        | 4,000,000.00         |
| 08/11/2023      | 10147        | ICF  | Purchase    | 592041WJ2   | 4,075,000.00 | MNDCTN 4.1M 4.05% Mat.           | 07/01/2026    | -3,951,975.75         | -18,351.08       | 0.00                | -3,970,326.83        |
| 08/15/2023      | 10125        | ICF  | Interest    | 15046PBJ6   | 310,000.00   | CDPARK 0.3M 0.86% Mat.           | 08/15/2024    | 0.00                  | 1,333.00         | 0.00                | 1,333.00             |
| 08/18/2023      | 10115        | ICF  | Interest    | 3135G05V1   | 4,000,000.00 | FNMAC 4.0M 0.36% Mat.            | 08/18/2023    | 0.00                  | 7,200.00         | 0.00                | 7,200.00             |
| 08/18/2023      | 10115        | ICF  | Maturity    | 3135G05V1   | 4,000,000.00 | FNMAC 4.0M 0.36% Mat.            | 08/18/2023    | 0.00                  | 0.00             | 4,000,000.00        | 4,000,000.00         |
| 08/18/2023      | 10148        | ICF  | Purchase    | 62479LED3   | 4,000,000.00 | MUFGBK 4.0M 0.00% Mat.           | 05/13/2024    | -3,833,220.00         | 0.00             | 0.00                | -3,833,220.00        |
| 08/25/2023      | 10127        | ICF  | Interest    | 3130AQSK0   | 2,000,000.00 | FHLBC 2.0M 1.60% Mat. 02/25/2025 | 02/25/2025    | 0.00                  | 16,000.00        | 0.00                | 16,000.00            |
| 08/26/2023      | 10122        | ICF  | Interest    | 3130ANMN7   | 4,000,000.00 | FHLBC 4.0M 0.52% Mat. 08/26/2024 | 08/26/2024    | 0.00                  | 10,400.00        | 0.00                | 10,400.00            |
| 09/12/2023      | 10119        | ICF  | Interest    | 3130ALJ70   | 4,000,000.00 | FHLBC 4.0M 0.40% Mat. 03/12/2024 | 03/12/2024    | 0.00                  | 8,000.00         | 0.00                | 8,000.00             |
| <b>Subtotal</b> |              |      |             |             |              |                                  |               | <b>-10,663,584.08</b> | <b>58,081.92</b> | <b>8,000,000.00</b> | <b>-2,605,502.16</b> |
| <b>Total</b>    |              |      |             |             |              |                                  |               | <b>-10,663,584.08</b> | <b>58,081.92</b> | <b>8,000,000.00</b> | <b>-2,605,502.16</b> |



Nueces County Hospital Dist.  
Purchases Report  
Sorted by Fund - Issuer  
July 1, 2023 - September 30, 2023

Meeder Public Funds  
901 S. MoPac  
Suite 300  
Austin, TX 78746

| CUSIP                | Investment # | Fund | Sec. Type | Issuer                 | Original Par Value   | Purchase Date | Payment Periods     | Principal Purchased  | Accrued Interest at Purchase | Rate at Purchase | Maturity Date | YTM   | Ending Book Value    |
|----------------------|--------------|------|-----------|------------------------|----------------------|---------------|---------------------|----------------------|------------------------------|------------------|---------------|-------|----------------------|
| <b>Indigent Care</b> |              |      |           |                        |                      |               |                     |                      |                              |                  |               |       |                      |
| 592041WJ2            | 10147        | ICF  | MC1       | MNDCTN                 | 4,075,000.00         | 08/11/2023    | 01/01 - 07/01       | 3,951,975.75         | 18,351.08                    | 4.053            | 07/01/2026    | 5.190 | 3,957,890.38         |
| 62479LED3            | 10148        | ICF  | ACP       | MUFGBK                 | 4,000,000.00         | 08/18/2023    | 05/13 - At Maturity | 3,833,220.00         |                              |                  | 05/13/2024    | 5.891 | 3,860,500.00         |
|                      |              |      |           | Subtotal               | 8,075,000.00         |               |                     | 7,785,195.75         | 18,351.08                    |                  |               |       | 7,818,390.38         |
| <b>General</b>       |              |      |           |                        |                      |               |                     |                      |                              |                  |               |       |                      |
| 78015CD17            | 10146        | OP   | ACP       | RBCCP                  | 3,000,000.00         | 07/14/2023    | 04/01 - At Maturity | 2,878,388.33         |                              | 5.570            | 04/01/2024    | 5.878 | 2,915,057.50         |
|                      |              |      |           | Subtotal               | 3,000,000.00         |               |                     | 2,878,388.33         | 0.00                         |                  |               |       | 2,915,057.50         |
|                      |              |      |           | <b>Total Purchases</b> | <b>11,075,000.00</b> |               |                     | <b>10,663,584.08</b> | <b>18,351.08</b>             |                  |               |       | <b>10,733,447.88</b> |



**Nueces County Hospital Dist.**  
**Maturity Report**  
**Sorted by Maturity Date**  
 Amounts due during July 1, 2023 - September 30, 2023

Meeder Public Funds  
 901 S. MoPac  
 Suite 300  
 Austin, TX 78746

| CUSIP                   | Investment # | Fund | Sec. Type | Issuer | Par Value           | Maturity Date | Purchase Date at Maturity | Rate  | Book Value at Maturity | Interest         | Maturity Proceeds   | Net Income       |
|-------------------------|--------------|------|-----------|--------|---------------------|---------------|---------------------------|-------|------------------------|------------------|---------------------|------------------|
| 3135G05R0               | 10114        | ICF  | FAC       | FNMAC  | 4,000,000.00        | 08/10/2023    | 08/12/2020                | 0.300 | 4,000,000.00           | 6,000.00         | 4,006,000.00        | 6,000.00         |
| 3135G05V1               | 10115        | ICF  | FAC       | FNMAC  | 4,000,000.00        | 08/18/2023    | 08/28/2020                | 0.360 | 4,000,000.00           | 7,200.00         | 4,007,200.00        | 7,200.00         |
| <b>Total Maturities</b> |              |      |           |        | <b>8,000,000.00</b> |               |                           |       | <b>8,000,000.00</b>    | <b>13,200.00</b> | <b>8,013,200.00</b> | <b>13,200.00</b> |



Nueces County Hospital Dist.  
 Interest Earnings  
 Sorted by Fund - Fund  
 July 1, 2023 - September 30, 2023  
 Yield on Beginning Book Value

Meeder Public Funds  
 901 S. MoPac  
 Suite 300  
 Austin, TX 78746

| CUSIP                      | Investment # | Fund | Security Type   | Ending Par Value     | Beginning Book Value | Ending Book Value    | Maturity Date | Current Rate | Annualized Yield | Adjusted Interest Earnings |                         |                            |
|----------------------------|--------------|------|-----------------|----------------------|----------------------|----------------------|---------------|--------------|------------------|----------------------------|-------------------------|----------------------------|
|                            |              |      |                 |                      |                      |                      |               |              |                  | Interest Earned            | Amortization/ Accretion | Adjusted Interest Earnings |
| <b>Fund: Indigent Care</b> |              |      |                 |                      |                      |                      |               |              |                  |                            |                         |                            |
| 3135G05R0                  | 10114        | ICF  | FAC             | 0.00                 | 4,000,000.00         | 0.00                 | 08/10/2023    | 0.300        | 0.297            | 1,300.00                   | 0.00                    | 1,300.00                   |
| 3135G05V1                  | 10115        | ICF  | FAC             | 0.00                 | 4,000,000.00         | 0.00                 | 08/18/2023    | 0.360        | 0.357            | 1,880.00                   | 0.00                    | 1,880.00                   |
| 3133EMHL9                  | 10118        | ICF  | FAC             | 4,000,000.00         | 4,000,000.00         | 4,000,000.00         | 11/30/2023    | 0.310        | 0.307            | 3,100.00                   | 0.00                    | 3,100.00                   |
| 3130ALJ70                  | 10119        | ICF  | FAC             | 4,000,000.00         | 4,000,000.00         | 4,000,000.00         | 03/12/2024    | 0.400        | 0.397            | 4,000.00                   | 0.00                    | 4,000.00                   |
| 3130AN5A4                  | 10121        | ICF  | FAC             | 3,000,000.00         | 3,000,000.00         | 3,000,000.00         | 07/26/2024    | 0.500        | 0.496            | 3,750.00                   | 0.00                    | 3,750.00                   |
| 3130ANMN7                  | 10122        | ICF  | FAC             | 4,000,000.00         | 4,000,000.00         | 4,000,000.00         | 08/26/2024    | 0.520        | 0.516            | 5,200.00                   | 0.00                    | 5,200.00                   |
| 882669CN2                  | 10123        | ICF  | MC1             | 2,000,000.00         | 2,017,966.95         | 2,010,266.83         | 02/01/2024    | 2.000        | 0.452            | 10,000.00                  | -7,700.12               | 2,299.88                   |
| 3130APK79                  | 10124        | ICF  | FAC             | 3,000,000.00         | 3,000,000.00         | 3,000,000.00         | 10/28/2024    | 0.700        | 0.694            | 5,250.00                   | 0.00                    | 5,250.00                   |
| 15046PBJ6                  | 10125        | ICF  | MC1             | 310,000.00           | 310,000.00           | 310,000.00           | 08/15/2024    | 0.860        | 0.853            | 666.50                     | 0.00                    | 666.50                     |
| 3130APNE1                  | 10126        | ICF  | FAC             | 2,000,000.00         | 2,000,000.00         | 2,000,000.00         | 11/18/2024    | 0.900        | 0.893            | 4,500.00                   | 0.00                    | 4,500.00                   |
| 3130AQSK0                  | 10127        | ICF  | FAC             | 2,000,000.00         | 2,000,000.00         | 2,000,000.00         | 02/25/2025    | 1.600        | 1.587            | 8,000.00                   | 0.00                    | 8,000.00                   |
| 3130ARVV0                  | 10128        | ICF  | FAC             | 2,000,000.00         | 2,000,000.00         | 2,000,000.00         | 05/19/2025    | 3.500        | 3.471            | 17,500.00                  | 0.00                    | 17,500.00                  |
| 3134GXR71                  | 10129        | ICF  | FAC             | 3,000,000.00         | 3,000,000.00         | 3,000,000.00         | 11/25/2024    | 4.000        | 3.967            | 30,000.00                  | 0.00                    | 30,000.00                  |
| 604001                     | 10133        | ICF  | RRP             | 8,257,786.84         | 8,113,348.74         | 8,257,786.84         |               | 5.517        | 5.260            | 107,564.93                 | 0.00                    | 107,564.93                 |
| 700002                     | 10135        | ICF  | RR2             | 2,504,355.66         | 2,295,285.08         | 2,504,355.66         |               | 5.322        | 6.273            | 36,290.58                  | 0.00                    | 36,290.58                  |
| 24790                      | 10138        | ICF  | RR3             | 3,457,525.18         | 3,349,441.99         | 3,457,525.18         |               | 5.311        | 5.312            | 44,850.19                  | 0.00                    | 44,850.19                  |
| 3134GYQP0                  | 10140        | ICF  | FAC             | 3,500,000.00         | 3,500,000.00         | 3,500,000.00         | 05/01/2025    | 5.375        | 5.331            | 47,031.25                  | 0.00                    | 47,031.25                  |
| 3130AWBU3                  | 10142        | ICF  | FAC             | 3,000,000.00         | 3,000,000.00         | 3,000,000.00         | 06/12/2025    | 5.700        | 5.654            | 42,750.00                  | 0.00                    | 42,750.00                  |
| 592041WJ2                  | 10147        | ICF  | MC1             | 4,075,000.00         | 0.00                 | 3,957,890.38         | 07/01/2026    | 4.053        | 5.225            | 22,938.86                  | 5,914.63                | 28,853.49                  |
| 62479LED3                  | 10148        | ICF  | ACP             | 4,000,000.00         | 0.00                 | 3,860,500.00         | 05/13/2024    |              | 5.904            | 0.00                       | 27,280.00               | 27,280.00                  |
|                            |              |      | <b>Subtotal</b> | <b>58,104,667.68</b> | <b>57,586,042.76</b> | <b>57,858,324.89</b> |               |              | <b>2.915</b>     | <b>396,572.31</b>          | <b>25,494.51</b>        | <b>422,066.82</b>          |
| <b>Fund: General</b>       |              |      |                 |                      |                      |                      |               |              |                  |                            |                         |                            |
| 53079                      | 10131        | OP   | RR4             | 219,921.75           | 99,804.94            | 219,921.75           |               | 4.590        | 31.066           | 7,815.17                   | 0.00                    | 7,815.17                   |
| 27221                      | 10132        | OP   | RR4             | 5,340.64             | 5,188.31             | 5,340.64             |               | 4.590        | 11.648           | 152.33                     | 0.00                    | 152.33                     |
| 700004                     | 10134        | OP   | RR2             | 28,870,953.69        | 33,859,530.79        | 28,870,953.69        |               | 5.322        | 4.615            | 393,835.37                 | 0.00                    | 393,835.37                 |
| 700009                     | 10136        | OP   | RR2             | 12,760,786.76        | 24,012,031.83        | 12,760,786.76        |               | 5.322        | 4.515            | 273,261.24                 | 0.00                    | 273,261.24                 |
| 76582KYGO                  | 10141        | OP   | ACP             | 3,000,000.00         | 2,939,395.00         | 2,979,798.33         | 11/16/2023    | 5.270        | 5.453            | 0.00                       | 40,403.33               | 40,403.33                  |
| 13607EC80                  | 10143        | OP   | ACP             | 3,000,000.00         | 2,885,376.66         | 2,927,390.00         | 03/08/2024    | 5.480        | 5.777            | 0.00                       | 42,013.34               | 42,013.34                  |

Portfolio NCHD

Nueces County Hospital Dist.  
Interest Earnings  
July 1, 2023 - September 30, 2023

| CUSIP  | Investment # | Fund  | Security Type   | Ending Par Value      | Beginning Book Value  | Ending Book Value     | Maturity Date | Current Rate | Annualized Yield | Adjusted Interest Earnings |                         |                            |
|--|--------------|-------|-----------------|-----------------------|-----------------------|-----------------------|---------------|--------------|------------------|----------------------------|-------------------------|----------------------------|
|  |              |       |                 |                       |                       |                       |               |              |                  | Interest Earned            | Amortization/ Accretion | Adjusted Interest Earnings |
| <b>Fund: General</b>                         |              |       |                 |                       |                       |                       |               |              |                  |                            |                         |                            |
| 89233GB88                                    | 10144        | OP    | ACP             | 3,000,000.00          | 2,897,880.00          | 2,940,200.00          | 02/08/2024    | 5.520        | 5.794            | 0.00                       | 42,320.00               | 42,320.00                  |
| 3134GYUL4                                    | 10145        | OP    | FAC             | 3,000,000.00          | 3,000,000.00          | 3,000,000.00          | 06/26/2026    | 5.750        | 5.703            | 43,125.00                  | 0.00                    | 43,125.00                  |
| 78015CD17                                    | 10146        | OP    | ACP             | 3,000,000.00          | 0.00                  | 2,915,057.50          | 04/01/2024    | 5.570        | 5.886            | 0.00                       | 36,669.17               | 36,669.17                  |
|  |              |       | <b>Subtotal</b> | <b>56,857,002.84</b>  | <b>69,699,207.53</b>  | <b>56,619,448.67</b>  |               |              | <b>4.835</b>     | <b>718,189.11</b>          | <b>161,405.84</b>       | <b>879,594.95</b>          |
| <b>Fund: Restricted Cash - General</b>       |              |       |                 |                       |                       |                       |               |              |                  |                            |                         |                            |
| 43316  | 10130        | RESC  | RR4             | 9,159,392.52          | 333,766.35            | 9,159,392.52          |               | 4.590        | 86.464           | 72,739.60                  | 0.00                    | 72,739.60                  |
|  |              |       | <b>Subtotal</b> | <b>9,159,392.52</b>   | <b>333,766.35</b>     | <b>9,159,392.52</b>   |               |              | <b>86.464</b>    | <b>72,739.60</b>           | <b>0.00</b>             | <b>72,739.60</b>           |
| <b>Fund: Tobacco Settlement</b>              |              |       |                 |                       |                       |                       |               |              |                  |                            |                         |                            |
| 700007                                       | 10137        | TOB   | RR2             | 2,144.28              | 2,116.11              | 2,144.28              |               | 5.322        | 5.281            | 28.17                      | 0.00                    | 28.17                      |
|  |              |       | <b>Subtotal</b> | <b>2,144.28</b>       | <b>2,116.11</b>       | <b>2,144.28</b>       |               |              | <b>5.281</b>     | <b>28.17</b>               | <b>0.00</b>             | <b>28.17</b>               |
| <b>Fund: Trust- Employee Health Benefits</b> |              |       |                 |                       |                       |                       |               |              |                  |                            |                         |                            |
| 825252406                                    | 10139        | TREHB | RR5             | 46,867.31             | 68,899.62             | 46,867.31             |               | 5.240        | 5.144            | 893.27                     | 0.00                    | 893.27                     |
|  |              |       | <b>Subtotal</b> | <b>46,867.31</b>      | <b>68,899.62</b>      | <b>46,867.31</b>      |               |              | <b>5.144</b>     | <b>893.27</b>              | <b>0.00</b>             | <b>893.27</b>              |
|  |              |       | <b>Total</b>    | <b>124,170,074.63</b> | <b>127,690,032.37</b> | <b>123,686,177.67</b> |               |              | <b>4.197</b>     | <b>1,188,422.46</b>        | <b>186,900.35</b>       | <b>1,375,322.81</b>        |



**Nueces County Hospital Dist.**  
**Amortization Schedule**  
**July 1, 2023 - September 30, 2023**  
**Sorted By Fund - Fund**

Meeder Public Funds  
 901 S. MoPac  
 Suite 300  
 Austin, TX 78746  
 -

| Investment #                   | Maturity Date | Beginning Par Value |                 |                      |                              | Amounts Amortized    |                                  |                              |                                  |                                       |
|--------------------------------|---------------|---------------------|-----------------|----------------------|------------------------------|----------------------|----------------------------------|------------------------------|----------------------------------|---------------------------------------|
| Issuer                         | Fund          | Amort. Date         | Current Rate    | Purchase Principal   | Original Premium or Discount | Ending Book Value    | And Unamortized As of 07/01/2023 | Amount Amortized This Period | Amt Amortized Through 09/30/2023 | Amount Unamortized Through 09/30/2023 |
| <b>Indigent Care</b>           |               |                     |                 |                      |                              |                      |                                  |                              |                                  |                                       |
| 10118                          | ICF           | 11/30/2023          | 4,000,000.00    | 3,996,600.00         | -3,400.00                    | 4,000,000.00         | 3,400.00                         | 0.00                         | 3,400.00                         | 0.00                                  |
| FFCB Call Note                 |               | 11/30/2021          | 0.310           |                      |                              |                      | 0.00                             |                              |                                  |                                       |
| 10114                          | ICF           | 08/10/2023          | 4,000,000.00    | 3,993,000.00         | -7,000.00                    | 0.00                 | 7,000.00                         | 0.00                         | 7,000.00                         | 0.00                                  |
| FNMA Call Note                 |               | 08/10/2022          | 0.300           |                      |                              |                      | 0.00                             |                              |                                  |                                       |
| 10147                          | ICF           | 07/01/2026          | 4,075,000.00    | 3,951,975.75         | -123,024.25                  | 3,957,890.38         | 0.00                             | 5,914.63                     | 5,914.63                         | -117,109.62                           |
| Metro Govt Nash Cnty TN Health |               |                     | 4.053           |                      |                              |                      | -123,024.25                      |                              |                                  |                                       |
| 10148                          | ICF           | 05/13/2024          | 4,000,000.00    | 3,833,220.00         | -166,780.00                  | 3,860,500.00         | 0.00                             | 27,280.00                    | 27,280.00                        | -139,500.00                           |
| MUFG Bank CP                   |               |                     |                 |                      |                              |                      | -166,780.00                      |                              |                                  |                                       |
| 10123                          | ICF           | 02/01/2024          | 2,000,000.00    | 2,071,440.00         | 71,440.00                    | 2,010,266.83         | -53,473.05                       | -7,700.12                    | -61,173.17                       | 10,266.83                             |
| Texas St Public Finance Auth   |               |                     | 2.000           |                      |                              |                      | 17,966.95                        |                              |                                  |                                       |
|                                |               |                     | <b>Subtotal</b> | <b>17,846,235.75</b> | <b>-228,764.25</b>           | <b>13,828,657.21</b> | <b>-43,073.05</b>                | <b>25,494.51</b>             | <b>-17,578.54</b>                | <b>-246,342.79</b>                    |
|                                |               |                     |                 |                      |                              |                      | <b>-271,837.30</b>               |                              |                                  |                                       |
| <b>General</b>                 |               |                     |                 |                      |                              |                      |                                  |                              |                                  |                                       |
| 10143                          | OP            | 03/08/2024          | 3,000,000.00    | 2,881,723.33         | -118,276.67                  | 2,927,390.00         | 3,653.33                         | 42,013.34                    | 45,666.67                        | -72,610.00                            |
| Canadian Imperial Holdings CP  |               |                     | 5.480           |                      |                              |                      | -114,623.34                      |                              |                                  |                                       |
| 10146                          | OP            | 04/01/2024          | 3,000,000.00    | 2,878,388.33         | -121,611.67                  | 2,915,057.50         | 0.00                             | 36,669.17                    | 36,669.17                        | -84,942.50                            |
| Royal Bank of Canada CP        |               |                     | 5.570           |                      |                              |                      | -121,611.67                      |                              |                                  |                                       |
| 10141                          | OP            | 11/16/2023          | 3,000,000.00    | 2,919,193.33         | -80,806.67                   | 2,979,798.33         | 20,201.67                        | 40,403.33                    | 60,605.00                        | -20,201.67                            |
| Ridgefield Funding CP          |               |                     | 5.270           |                      |                              |                      | -60,605.00                       |                              |                                  |                                       |
| 10144                          | OP            | 02/08/2024          | 3,000,000.00    | 2,896,040.00         | -103,960.00                  | 2,940,200.00         | 1,840.00                         | 42,320.00                    | 44,160.00                        | -59,800.00                            |
| Toyota Motor Credit Corp CP    |               |                     | 5.520           |                      |                              |                      | -102,120.00                      |                              |                                  |                                       |
|                                |               |                     | <b>Subtotal</b> | <b>11,575,344.99</b> | <b>-424,655.01</b>           | <b>11,762,445.83</b> | <b>25,695.00</b>                 | <b>161,405.84</b>            | <b>187,100.84</b>                | <b>-237,554.17</b>                    |
|                                |               |                     |                 |                      |                              |                      | <b>-398,960.01</b>               |                              |                                  |                                       |
|                                |               |                     | <b>Total</b>    | <b>29,421,580.74</b> | <b>-653,419.26</b>           | <b>25,591,103.04</b> | <b>-17,378.05</b>                | <b>186,900.35</b>            | <b>169,522.30</b>                | <b>-483,896.96</b>                    |
|                                |               |                     |                 |                      |                              |                      | <b>-670,797.31</b>               |                              |                                  |                                       |



**Nueces County Hospital Dist.**  
**Projected Cashflow Report**  
**Sorted by Monthly**  
**For the Period October 1, 2023 - April 30, 2024**

Meeder Public Funds  
 901 S. MoPac  
 Suite 300  
 Austin, TX 78746

| Projected<br>Trans. Date       | Investment # | Fund | Security ID | Transaction<br>Type | Issuer                         | Par Value            | Original Cost        | Principal            | Interest          | Total                |
|--------------------------------|--------------|------|-------------|---------------------|--------------------------------|----------------------|----------------------|----------------------|-------------------|----------------------|
| <b>October 2023</b>            |              |      |             |                     |                                |                      |                      |                      |                   |                      |
| 10/12/2023                     | 10119        | ICF  | 3130ALJ70   | Call                | FHLB Call Note                 | 4,000,000.00         | 4,000,000.00         | 4,000,000.00         | 0.00              | 4,000,000.00         |
| 10/28/2023                     | 10124        | ICF  | 3130APK79   | Interest            | FHLB Call Note                 | 0.00                 | 0.00                 | 0.00                 | 10,500.00         | 10,500.00            |
| 10/28/2023                     | 10124        | ICF  | 3130APK79   | Call                | FHLB Call Note                 | 3,000,000.00         | 3,000,000.00         | 3,000,000.00         | 0.00              | 3,000,000.00         |
| <b>Total for October 2023</b>  |              |      |             |                     |                                | <b>7,000,000.00</b>  | <b>7,000,000.00</b>  | <b>7,000,000.00</b>  | <b>10,500.00</b>  | <b>7,010,500.00</b>  |
| <b>November 2023</b>           |              |      |             |                     |                                |                      |                      |                      |                   |                      |
| 11/01/2023                     | 10140        | ICF  | 3134GYQP0   | Interest            | FHLMC Call Note                | 0.00                 | 0.00                 | 0.00                 | 94,062.50         | 94,062.50            |
| 11/01/2023                     | 10140        | ICF  | 3134GYQP0   | Call                | FHLMC Call Note                | 3,500,000.00         | 3,500,000.00         | 3,500,000.00         | 0.00              | 3,500,000.00         |
| 11/16/2023                     | 10141        | OP   | 76582KYG0   | Maturity            | Ridgefield Funding CP          | 3,000,000.00         | 2,919,193.33         | 3,000,000.00         | 0.00              | 3,000,000.00         |
| 11/18/2023                     | 10126        | ICF  | 3130APNE1   | Interest            | FHLB Call Note                 | 0.00                 | 0.00                 | 0.00                 | 9,000.00          | 9,000.00             |
| 11/18/2023                     | 10126        | ICF  | 3130APNE1   | Call                | FHLB Call Note                 | 2,000,000.00         | 2,000,000.00         | 2,000,000.00         | 0.00              | 2,000,000.00         |
| 11/19/2023                     | 10128        | ICF  | 3130ARVV0   | Interest            | FHLB Call Note                 | 0.00                 | 0.00                 | 0.00                 | 35,000.00         | 35,000.00            |
| 11/19/2023                     | 10128        | ICF  | 3130ARVV0   | Call                | FHLB Call Note                 | 2,000,000.00         | 2,000,000.00         | 2,000,000.00         | 0.00              | 2,000,000.00         |
| 11/25/2023                     | 10127        | ICF  | 3130AQSK0   | Call                | FHLB Call Note                 | 2,000,000.00         | 2,000,000.00         | 2,000,000.00         | 0.00              | 2,000,000.00         |
| 11/25/2023                     | 10129        | ICF  | 3134GXR71   | Interest            | FHLMC Call Note                | 0.00                 | 0.00                 | 0.00                 | 60,000.00         | 60,000.00            |
| 11/25/2023                     | 10129        | ICF  | 3134GXR71   | Call                | FHLMC Call Note                | 3,000,000.00         | 3,000,000.00         | 3,000,000.00         | 0.00              | 3,000,000.00         |
| 11/26/2023                     | 10122        | ICF  | 3130ANMN7   | Call                | FHLB Call Note                 | 4,000,000.00         | 4,000,000.00         | 4,000,000.00         | 0.00              | 4,000,000.00         |
| 11/30/2023                     | 10118        | ICF  | 3133EMHL9   | Maturity            | FFCB Call Note                 | 4,000,000.00         | 3,996,600.00         | 4,000,000.00         | 6,200.00          | 4,006,200.00         |
| <b>Total for November 2023</b> |              |      |             |                     |                                | <b>23,500,000.00</b> | <b>23,415,793.33</b> | <b>23,500,000.00</b> | <b>204,262.50</b> | <b>23,704,262.50</b> |
| <b>December 2023</b>           |              |      |             |                     |                                |                      |                      |                      |                   |                      |
| 12/12/2023                     | 10142        | ICF  | 3130AWBU3   | Interest            | FHLB Call Note                 | 0.00                 | 0.00                 | 0.00                 | 85,500.00         | 85,500.00            |
| 12/12/2023                     | 10142        | ICF  | 3130AWBU3   | Call                | FHLB Call Note                 | 3,000,000.00         | 3,000,000.00         | 3,000,000.00         | 0.00              | 3,000,000.00         |
| 12/26/2023                     | 10145        | OP   | 3134GYUL4   | Interest            | FHLMC Call Note                | 0.00                 | 0.00                 | 0.00                 | 84,333.33         | 84,333.33            |
| 12/26/2023                     | 10145        | OP   | 3134GYUL4   | Call                | FHLMC Call Note                | 3,000,000.00         | 3,000,000.00         | 3,000,000.00         | 0.00              | 3,000,000.00         |
| <b>Total for December 2023</b> |              |      |             |                     |                                | <b>6,000,000.00</b>  | <b>6,000,000.00</b>  | <b>6,000,000.00</b>  | <b>169,833.33</b> | <b>6,169,833.33</b>  |
| <b>January 2024</b>            |              |      |             |                     |                                |                      |                      |                      |                   |                      |
| 01/01/2024                     | 10147        | ICF  | 592041WJ2   | Interest            | Metro Govt Nash Cnty TN Health | 0.00                 | 0.00                 | 0.00                 | 82,579.88         | 82,579.88            |
| 01/26/2024                     | 10121        | ICF  | 3130AN5A4   | Interest            | FHLB Call Note                 | 0.00                 | 0.00                 | 0.00                 | 7,500.00          | 7,500.00             |
| <b>Total for January 2024</b>  |              |      |             |                     |                                | <b>0.00</b>          | <b>0.00</b>          | <b>0.00</b>          | <b>90,079.88</b>  | <b>90,079.88</b>     |
| <b>February 2024</b>           |              |      |             |                     |                                |                      |                      |                      |                   |                      |

Nueces County Hospital Dist.  
 Projected Cashflow Report  
 For the Period October 1, 2023 - April 30, 2024

| Projected<br>Trans. Date       | Investment # | Fund | Security ID | Transaction<br>Type | Issuer                        | Par Value            | Original Cost        | Principal            | Interest          | Total                |
|--------------------------------|--------------|------|-------------|---------------------|-------------------------------|----------------------|----------------------|----------------------|-------------------|----------------------|
| <b>February 2024</b>           |              |      |             |                     |                               |                      |                      |                      |                   |                      |
| 02/01/2024                     | 10123        | ICF  | 882669CN2   | Maturity            | Texas St Public Finance Auth  | 2,000,000.00         | 2,071,440.00         | 2,000,000.00         | 20,000.00         | 2,020,000.00         |
| 02/08/2024                     | 10144        | OP   | 89233GB88   | Maturity            | Toyota Motor Credit Corp CP   | 3,000,000.00         | 2,896,040.00         | 3,000,000.00         | 0.00              | 3,000,000.00         |
| 02/15/2024                     | 10125        | ICF  | 15046PBJ6   | Interest            | Cedar Park TX Dev Corp        | 0.00                 | 0.00                 | 0.00                 | 1,333.00          | 1,333.00             |
| 02/25/2024                     | 10127        | ICF  | 3130AQSK0   | Interest            | FHLB Call Note                | 0.00                 | 0.00                 | 0.00                 | 16,000.00         | 16,000.00            |
| 02/26/2024                     | 10122        | ICF  | 3130ANMN7   | Interest            | FHLB Call Note                | 0.00                 | 0.00                 | 0.00                 | 10,400.00         | 10,400.00            |
| <b>Total for February 2024</b> |              |      |             |                     |                               | <b>5,000,000.00</b>  | <b>4,967,480.00</b>  | <b>5,000,000.00</b>  | <b>47,733.00</b>  | <b>5,047,733.00</b>  |
| <b>March 2024</b>              |              |      |             |                     |                               |                      |                      |                      |                   |                      |
| 03/08/2024                     | 10143        | OP   | 13607EC80   | Maturity            | Canadian Imperial Holdings CP | 3,000,000.00         | 2,881,723.33         | 3,000,000.00         | 0.00              | 3,000,000.00         |
| 03/12/2024                     | 10119        | ICF  | 3130ALJ70   | Maturity            | FHLB Call Note                | 4,000,000.00         | 4,000,000.00         | 4,000,000.00         | 8,000.00          | 4,008,000.00         |
| <b>Total for March 2024</b>    |              |      |             |                     |                               | <b>7,000,000.00</b>  | <b>6,881,723.33</b>  | <b>7,000,000.00</b>  | <b>8,000.00</b>   | <b>7,008,000.00</b>  |
| <b>April 2024</b>              |              |      |             |                     |                               |                      |                      |                      |                   |                      |
| 04/01/2024                     | 10146        | OP   | 78015CD17   | Maturity            | Royal Bank of Canada CP       | 3,000,000.00         | 2,878,388.33         | 3,000,000.00         | 0.00              | 3,000,000.00         |
| 04/28/2024                     | 10124        | ICF  | 3130APK79   | Interest            | FHLB Call Note                | 0.00                 | 0.00                 | 0.00                 | 10,500.00         | 10,500.00            |
| <b>Total for April 2024</b>    |              |      |             |                     |                               | <b>3,000,000.00</b>  | <b>2,878,388.33</b>  | <b>3,000,000.00</b>  | <b>10,500.00</b>  | <b>3,010,500.00</b>  |
| <b>GRAND TOTALS:</b>           |              |      |             |                     |                               | <b>51,500,000.00</b> | <b>51,143,384.99</b> | <b>51,500,000.00</b> | <b>540,908.71</b> | <b>52,040,908.71</b> |



**Nueces County Hospital Dist.**  
**Texas Compliance Change in Val Report**  
**Sorted by Fund**  
**July 1, 2023 - September 30, 2023**

Meeder Public Funds  
 901 S. MoPac  
 Suite 300  
 Austin, TX 78746  
 -

| Inv #                      | Issuer       | Fund  | Purch Date | Interest Accrual  | Beginning Book Value   |                      |              |                 | Ending Book Value   |
|----------------------------|--------------|-------|------------|-------------------|------------------------|----------------------|--------------|-----------------|---------------------|
| Cusip                      | Par Value    | YTM   | Mat Date   | Interest Received | Beginning Market Value | Purchases/ Additions | Redemptions  | Change in Value | Ending Market Value |
| <b>Fund: Indigent Care</b> |              |       |            |                   |                        |                      |              |                 |                     |
| 10114                      | FNMAC        | ICF   | 08/12/2020 | 1,300.00          | 4,000,000.00           | 0.00                 | 4,000,000.00 | -4,000,000.00   | 0.00                |
| 3135G05R0                  | 0.00         | 0.000 | 08/10/2023 | 6,000.00          | 3,978,335.56           | 0.00                 | 4,000,000.00 | -3,978,335.56   | 0.00                |
| 10115                      | FNMAC        | ICF   | 08/28/2020 | 1,880.00          | 4,000,000.00           | 0.00                 | 4,000,000.00 | -4,000,000.00   | 0.00                |
| 3135G05V1                  | 0.00         | 0.000 | 08/18/2023 | 7,200.00          | 3,975,042.84           | 0.00                 | 4,000,000.00 | -3,975,042.84   | 0.00                |
| 10118                      | FFCBC        | ICF   | 12/03/2020 | 3,100.00          | 4,000,000.00           | 0.00                 | 0.00         | 0.00            | 4,000,000.00        |
| 3133EMHL9                  | 4,000,000.00 | 0.338 | 11/30/2023 | 0.00              | 3,914,092.36           | 0.00                 | 0.00         | 51,403.96       | 3,965,496.32        |
| 10119                      | FHLBC        | ICF   | 03/12/2021 | 4,000.00          | 4,000,000.00           | 0.00                 | 0.00         | 0.00            | 4,000,000.00        |
| 3130ALJ70                  | 4,000,000.00 | 0.400 | 03/12/2024 | 8,000.00          | 3,854,077.40           | 0.00                 | 0.00         | 55,666.36       | 3,909,743.76        |
| 10121                      | FHLBC        | ICF   | 07/26/2021 | 3,750.00          | 3,000,000.00           | 0.00                 | 0.00         | 0.00            | 3,000,000.00        |
| 3130AN5A4                  | 3,000,000.00 | 0.500 | 07/26/2024 | 7,500.00          | 2,849,960.16           | 0.00                 | 0.00         | 29,175.60       | 2,879,135.76        |
| 10122                      | FHLBC        | ICF   | 08/26/2021 | 5,200.00          | 4,000,000.00           | 0.00                 | 0.00         | 0.00            | 4,000,000.00        |
| 3130ANMN7                  | 4,000,000.00 | 0.520 | 08/26/2024 | 10,400.00         | 3,778,117.96           | 0.00                 | 0.00         | 44,772.68       | 3,822,890.64        |
| 10123                      | TXSPUB       | ICF   | 10/06/2021 | 10,000.00         | 2,017,966.95           | 0.00                 | 0.00         | -7,700.12       | 2,010,266.83        |
| 882669CN2                  | 2,000,000.00 | 0.450 | 02/01/2024 | 20,000.00         | 1,959,680.00           | 0.00                 | 0.00         | 17,340.00       | 1,977,020.00        |
| 10124                      | FHLBC        | ICF   | 10/28/2021 | 5,250.00          | 3,000,000.00           | 0.00                 | 0.00         | 0.00            | 3,000,000.00        |
| 3130APK79                  | 3,000,000.00 | 0.700 | 10/28/2024 | 0.00              | 2,818,254.12           | 0.00                 | 0.00         | 31,134.57       | 2,849,388.69        |
| 10125                      | CDPARK       | ICF   | 11/04/2021 | 666.50            | 310,000.00             | 0.00                 | 0.00         | 0.00            | 310,000.00          |
| 15046PBJ6                  | 310,000.00   | 0.860 | 08/15/2024 | 1,333.00          | 294,484.50             | 0.00                 | 0.00         | 3,224.00        | 297,708.50          |
| 10126                      | FHLBC        | ICF   | 11/18/2021 | 4,500.00          | 2,000,000.00           | 0.00                 | 0.00         | 0.00            | 2,000,000.00        |
| 3130APNE1                  | 2,000,000.00 | 0.900 | 11/18/2024 | 0.00              | 1,880,000.02           | 0.00                 | 0.00         | 18,920.86       | 1,898,920.88        |
| 10127                      | FHLBC        | ICF   | 02/25/2022 | 8,000.00          | 2,000,000.00           | 0.00                 | 0.00         | 0.00            | 2,000,000.00        |
| 3130AQSK0                  | 2,000,000.00 | 1.600 | 02/25/2025 | 16,000.00         | 1,884,114.10           | 0.00                 | 0.00         | 10,583.48       | 1,894,697.58        |

Portfolio NCHD

Nueces County Hospital Dist.  
Texas Compliance Change in Val Report  
July 1, 2023 - September 30, 2023

| Inv #                                      | Issuer       | Fund  | Purch Date | Interest Accrual  | Beginning Book Value   |                      |               |                 | Ending Book Value   |
|--|--------------|-------|------------|-------------------|------------------------|----------------------|---------------|-----------------|---------------------|
| Cusip                                      | Par Value    | YTM   | Mat Date   | Interest Received | Beginning Market Value | Purchases/ Additions | Redemptions   | Change in Value | Ending Market Value |
| 10128                                      | FHLBC        | ICF   | 05/19/2022 | 17,500.00         | 2,000,000.00           | 0.00                 | 0.00          | 0.00            | 2,000,000.00        |
| 3130ARVV0                                  | 2,000,000.00 | 3.500 | 05/19/2025 | 0.00              | 1,939,400.52           | 0.00                 | 0.00          | 200.28          | 1,939,600.80        |
| 10129                                      | FHLMCC       | ICF   | 08/30/2022 | 30,000.00         | 3,000,000.00           | 0.00                 | 0.00          | 0.00            | 3,000,000.00        |
| 3134GXR71                                  | 3,000,000.00 | 4.002 | 11/25/2024 | 0.00              | 2,938,408.23           | 0.00                 | 0.00          | 9,196.23        | 2,947,604.46        |
| 10133                                      | LOGIC        | ICF   | 02/01/2023 | 107,564.93        | 8,113,348.74           | 4,114,764.93         | 3,970,326.83  | 144,438.10      | 8,257,786.84        |
| 604001                                     | 8,257,786.84 | 5.516 | / /        | 107,564.93        | 8,113,348.74           | 4,114,764.93         | 3,970,326.83  | 144,438.10      | 8,257,786.84        |
| 10135                                      | TXPOOL       | ICF   | 02/01/2023 | 36,290.58         | 2,295,285.08           | 4,042,290.58         | 3,833,220.00  | 209,070.58      | 2,504,355.66        |
| 700002                                     | 2,504,355.66 | 5.321 | / /        | 36,290.58         | 2,295,285.08           | 4,042,290.58         | 3,833,220.00  | 209,070.58      | 2,504,355.66        |
| 10138                                      | TXSTAR       | ICF   | 02/01/2023 | 44,850.19         | 3,349,441.99           | 108,083.19           | 0.00          | 108,083.19      | 3,457,525.18        |
| 24790                                      | 3,457,525.18 | 5.310 | / /        | 44,850.19         | 3,349,441.99           | 108,083.19           | 0.00          | 108,083.19      | 3,457,525.18        |
| 10140                                      | FHLMCC       | ICF   | 05/01/2023 | 47,031.25         | 3,500,000.00           | 0.00                 | 0.00          | 0.00            | 3,500,000.00        |
| 3134GYQP0                                  | 3,500,000.00 | 5.375 | 05/01/2025 | 0.00              | 3,475,101.98           | 0.00                 | 0.00          | -999.49         | 3,474,102.49        |
| 10142                                      | FHLBC        | ICF   | 06/12/2023 | 42,750.00         | 3,000,000.00           | 0.00                 | 0.00          | 0.00            | 3,000,000.00        |
| 3130AWBU3                                  | 3,000,000.00 | 5.700 | 06/12/2025 | 0.00              | 3,000,442.11           | 0.00                 | 0.00          | -15,614.04      | 2,984,828.07        |
| 10147                                      | MNDCTN       | ICF   | 08/11/2023 | 22,938.86         | 0.00                   | 3,951,975.75         | 0.00          | 3,957,890.38    | 3,957,890.38        |
| 592041WJ2                                  | 4,075,000.00 | 5.190 | 07/01/2026 | 0.00              | 0.00                   | 3,951,975.75         | 0.00          | 3,914,893.25    | 3,914,893.25        |
| 10148                                      | MUFGBK       | ICF   | 08/18/2023 | 0.00              | 0.00                   | 3,833,220.00         | 0.00          | 3,860,500.00    | 3,860,500.00        |
| 62479LED3                                  | 4,000,000.00 | 5.891 | 05/13/2024 | 0.00              | 0.00                   | 3,833,220.00         | 0.00          | 3,857,492.00    | 3,857,492.00        |
| <b>Sub Totals For: Fund: Indigent Care</b> |              |       |            | 396,572.31        | 57,586,042.76          | 16,050,334.45        | 15,803,546.83 | 272,282.13      | 57,858,324.89       |
|  |              |       |            | 265,138.70        | 56,297,587.67          | 16,050,334.45        | 15,803,546.83 | 535,603.21      | 56,833,190.88       |
| <b>Fund: General</b>                       |              |       |            |                   |                        |                      |               |                 |                     |
| 10131                                      | FBPFC        | OP    | 02/01/2023 | 7,815.17          | 99,804.94              | 42,961,349.74        | 42,841,232.93 | 120,116.81      | 219,921.75          |
| 53079                                      | 219,921.75   | 4.590 | / /        | 7,815.17          | 99,804.94              | 42,961,349.74        | 42,841,232.93 | 120,116.81      | 219,921.75          |
| 10132                                      | FBPFC        | OP    | 02/01/2023 | 152.33            | 5,188.31               | 374,402.96           | 374,250.63    | 152.33          | 5,340.64            |
| 27221                                      | 5,340.64     | 4.590 | / /        | 152.33            | 5,188.31               | 374,402.96           | 374,250.63    | 152.33          | 5,340.64            |

Nueces County Hospital Dist.  
Texas Compliance Change in Val Report  
July 1, 2023 - September 30, 2023

| Inv #   | Issuer        | Fund  | Purch Date | Interest Accrual  | Beginning Book Value   |                      |               |                 | Ending Book Value   |
|---|---------------|-------|------------|-------------------|------------------------|----------------------|---------------|-----------------|---------------------|
| Cusip   | Par Value     | YTM   | Mat Date   | Interest Received | Beginning Market Value | Purchases/ Additions | Redemptions   | Change in Value | Ending Market Value |
| 10134   | TXPOOL        | OP    | 02/01/2023 | 393,835.37        | 33,859,530.79          | 1,529,410.07         | 6,517,987.17  | -4,988,577.10   | 28,870,953.69       |
| 700004  | 28,870,953.69 | 5.321 | //         | 393,835.37        | 33,859,530.79          | 1,529,410.07         | 6,517,987.17  | -4,988,577.10   | 28,870,953.69       |
| 10136   | TXPOOL        | OP    | 02/01/2023 | 273,261.24        | 24,012,031.83          | 8,042,279.54         | 19,293,524.61 | -11,251,245.07  | 12,760,786.76       |
| 700009  | 12,760,786.76 | 5.321 | //         | 273,261.24        | 24,012,031.83          | 8,042,279.54         | 19,293,524.61 | -11,251,245.07  | 12,760,786.76       |
| 10141   | RIDGE         | OP    | 05/16/2023 | 0.00              | 2,939,395.00           | 0.00                 | 0.00          | 40,403.33       | 2,979,798.33        |
| 76582KYG0   | 3,000,000.00  | 5.536 | 11/16/2023 | 0.00              | 2,935,503.00           | 0.00                 | 0.00          | 42,849.00       | 2,978,352.00        |
| 10143   | CANIMP        | OP    | 06/23/2023 | 0.00              | 2,885,376.66           | 0.00                 | 0.00          | 42,013.34       | 2,927,390.00        |
| 13607EC80   | 3,000,000.00  | 5.765 | 03/08/2024 | 0.00              | 2,881,392.00           | 0.00                 | 0.00          | 44,922.00       | 2,926,314.00        |
| 10144   | TYMCCP        | OP    | 06/27/2023 | 0.00              | 2,897,880.00           | 0.00                 | 0.00          | 42,320.00       | 2,940,200.00        |
| 89233GB88   | 3,000,000.00  | 5.793 | 02/08/2024 | 0.00              | 2,896,323.00           | 0.00                 | 0.00          | 43,857.00       | 2,940,180.00        |
| 10145   | FHLMCC        | OP    | 06/30/2023 | 43,125.00         | 3,000,000.00           | 0.00                 | 0.00          | 0.00            | 3,000,000.00        |
| 3134GYUL4   | 3,000,000.00  | 5.750 | 06/26/2026 | 0.00              | 2,999,780.79           | 0.00                 | 0.00          | -22,964.76      | 2,976,816.03        |
| 10146   | RBCCP         | OP    | 07/14/2023 | 0.00              | 0.00                   | 2,878,388.33         | 0.00          | 2,915,057.50    | 2,915,057.50        |
| 78015CD17   | 3,000,000.00  | 5.878 | 04/01/2024 | 0.00              | 0.00                   | 2,878,388.33         | 0.00          | 2,914,035.00    | 2,914,035.00        |
| <b>Sub Totals For: Fund: General</b>              |               |       |            | 718,189.11        | 69,699,207.53          | 55,785,830.64        | 69,026,995.34 | -13,079,758.86  | 56,619,448.67       |
|   |               |       |            | 675,064.11        | 69,689,554.66          | 55,785,830.64        | 69,026,995.34 | -13,096,854.79  | 56,592,699.87       |
| <b>Fund: Restricted Cash - Ge</b>                 |               |       |            |                   |                        |                      |               |                 |                     |
| 10130   | FBPFC         | RESC  | 02/01/2023 | 72,739.60         | 333,766.35             | 11,577,821.79        | 2,752,195.62  | 8,825,626.17    | 9,159,392.52        |
| 43316   | 9,159,392.52  | 4.590 | //         | 72,739.60         | 333,766.35             | 11,577,821.79        | 2,752,195.62  | 8,825,626.17    | 9,159,392.52        |
| <b>Sub Totals For: Fund: Restricted Cash - Ge</b> |               |       |            | 72,739.60         | 333,766.35             | 11,577,821.79        | 2,752,195.62  | 8,825,626.17    | 9,159,392.52        |
|   |               |       |            | 72,739.60         | 333,766.35             | 11,577,821.79        | 2,752,195.62  | 8,825,626.17    | 9,159,392.52        |
| <b>Fund: Tobacco Settlement</b>                   |               |       |            |                   |                        |                      |               |                 |                     |
| 10137   | TXPOOL        | TOB   | 02/01/2023 | 28.17             | 2,116.11               | 28.17                | 0.00          | 28.17           | 2,144.28            |
| 700007  | 2,144.28      | 5.321 | //         | 28.17             | 2,116.11               | 28.17                | 0.00          | 28.17           | 2,144.28            |

Nueces County Hospital Dist.  
Texas Compliance Change in Val Report  
July 1, 2023 - September 30, 2023

| Inv #   | Issuer    | Fund  | Purch Date | Interest Accrual  | Beginning Book Value   |                      |               |                 | Ending Book Value   |
|---|-----------|-------|------------|-------------------|------------------------|----------------------|---------------|-----------------|---------------------|
| Cusip   | Par Value | YTM   | Mat Date   | Interest Received | Beginning Market Value | Purchases/ Additions | Redemptions   | Change in Value | Ending Market Value |
| <b>Sub Totals For: Fund: Tobacco Settlement</b>   |           |       |            | 28.17             | 2,116.11               | 28.17                | 0.00          | 28.17           | 2,144.28            |
|   |           |       |            | 28.17             | 2,116.11               | 28.17                | 0.00          | 28.17           | 2,144.28            |
| <b>Fund: Trust- Employee Heat</b>                 |           |       |            |                   |                        |                      |               |                 |                     |
| 10139   | INVSCO    | TREHB | 02/01/2023 | 893.27            | 68,899.62              | 890.32               | 22,922.63     | -22,032.31      | 46,867.31           |
| 825252406   | 46,867.31 | 5.240 | 11         | 890.32            | 68,899.62              | 890.32               | 22,922.63     | -22,032.31      | 46,867.31           |
| <b>Sub Totals For: Fund: Trust- Employee Heat</b> |           |       |            | 893.27            | 68,899.62              | 890.32               | 22,922.63     | -22,032.31      | 46,867.31           |
|   |           |       |            | 890.32            | 68,899.62              | 890.32               | 22,922.63     | -22,032.31      | 46,867.31           |
| <b>Report Grand Totals:</b>                       |           |       |            | 1,188,422.46      | 127,690,032.37         | 83,414,905.37        | 87,605,660.42 | -4,003,854.70   | 123,686,177.67      |
|   |           |       |            | 1,013,860.90      | 126,391,924.41         | 83,414,905.37        | 87,605,660.42 | -3,757,629.55   | 122,634,294.86      |

# Disclosures



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## Meeder Public Funds

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Austin, Texas  
78746  
866.633.3371



## Proposed Foreign Trade Zone for Harbor Island

Port Aransas, Texas

Burt Moorhouse

Aransas Terminal Company



## ***About the Aransas Terminal***

### **Ship Dock**

219 acres on Harbor Island in Port Aransas

Property owned by Ed Rachal Foundation of Corpus Christi

Operated by **Aransas Terminal Company**

### **Services**

Import- wind turbines, bulk cargo (aluminum hydrate, cement)

Shore Base for Offshore Oil Field Service Vessels

## *Harbor Island*



1988



2023

## ***Foreign Trade Zones***

*An FTZ is an area – usually within a port - where foreign goods can be stored or processed BEFORE either being re-exported or paying Customs duty.*

The FTZ program was created in 1934 by the Department of Commerce to help promote American competitiveness.

- Allows Value-Add or
- Re-Export of Cargo

Cargo is not subject to ad valorem taxation while stored in a FTZ.  
U.S. Customs requires a letter of non-objection from all taxing entities.



## **Letters of non-objection**

Required by Federal FTZ Board of every FTZ

Economic benefits for the area are increased trade, added jobs.

## **Payment in Lieu of Taxes (PILOT) Agreements**

This would be the first use of a PILOT agreement in Nueces County.

This is a revenue sharing PILOT.

# Questions

Burt Moorhouse

[burt@aransasterminal.com](mailto:burt@aransasterminal.com)

361-877-0412

**PAYMENT IN LIEU OF TAXES (“PILOT”) AGREEMENT  
FOREIGN-TRADE ZONE SITE**

THIS AGREEMENT (“Agreement”) is entered into by and between Aransas Terminal Company, LLC (“the Operator”) and Nueces County Hospital District (“Hospital District”), a political subdivision of the State of Texas.

**A. RECITALS**

- Port of Corpus Christi Authority (POCCA) is Grantee of Foreign-Trade Zone (“FTZ”) No. 122.
- The Operator desires participation in the FTZ program through the expansion of Foreign-Trade Zone #122 to include space located at 118 HWY 361, Port Aransas, TX 78373 in Nueces County, Texas, as shown in Exhibit B (the “FTZ Site”), for which the Operator seeks designation by the Foreign-Trade Zones Board (the “Board”) of the United States Department of Commerce, and/or activation by the Bureau of Customs and Border Protection of the United States Department of Homeland Security (“Customs”).
- The Operator of the subject FTZ Site is Aransas Terminal Company, LLC.
- The Operator seeks an executed Letter of Non-Objection (“Letter”) from the Hospital District which is required to achieve designation and/or activation.
- 19 U.S.C. §81o(e) may provide a federal exemption from state and local ad valorem taxes for tangible personal property imported from outside the U.S. and held in a FTZ for purpose of storage, sale, exhibition, repacking, assembly, distribution, sorting, grading, cleaning, mixing, display, manufacturing, or processing; and tangible personal property produced within the United States and held in a FTZ for exportation, either in its original form or as altered by any of the above processes.
- Inventory qualifying under 19 U.S.C. §81o(e) and held in any activated FTZ may be exempt from state and local ad valorem taxes.
- The Operator and the Hospital District desire that designation and activation of any part of the FTZ Site cause no financial harm to the Hospital District.

In consideration of the mutual commitments expressed in this Agreement, the parties agree to the following:

**B. DEFINITIONS**

When used herein, the listed words have the following meanings:

“Board” means Foreign-Trade Zones Board within U.S. Department of Commerce.

“Customs” means Bureau of Customs and Border Protection within U.S. Department of Homeland Security.

“FTZ” means Foreign Trade Zone.

“FTZ Exemption” means 19 U.S.C. §810(e) federal exemption for certain inventory and any other potential exemptions from taxation for inventory in a FTZ.

“FTZ Inventory” means any inventory held in the FTZ Site that may qualify for the FTZ Exemption.

“FTZ Site” means the tract(s) described in Exhibit B.

“FTZ Wharfage” means the charges collected by the Operator on each ton or cubic meter (whichever is greater) of cargo that cross the wharf and is designated for and inventoried into the FTZ.

“Interest” means interest payments on delinquency amounts owed to the Hospital District.

“Letter” means executed Letter of Non-Objection from the Hospital District issued on behalf of the Operator.

“PILOT Payment” means the amount of money due the Hospital District as agreed herein, which is a portion of the wharfage collected by the Operator on FTZ Inventory.

### **C. OBLIGATIONS**

The Operator agrees to the following:

- a) The Operator agrees to make PILOT payment(s) to the Hospital District in the amount of 0.64% of the FTZ Wharfage. Said payments are to be made in the form of a check within 30 days of collection of same.
- b) For any FTZ Inventory that does not receive the FTZ Exemption, PILOT Payment(s) shall not be owed to the Hospital District. However, if such FTZ Inventory does not initially receive the FTZ Exemption but is subsequently granted the FTZ Exemption, the Operator agrees to disburse PILOT payment(s) to the Hospital District in the amount and in the manner as indicated in Section C.(a) above.
- c) No later than April 15 of each year, and for as long as this Agreement is in effect, the Operator agrees to furnish to the Hospital District business manager a notarized affidavit detailing all inventories that entered the subject FTZ, the related FTZ Wharfage charges, and an accounting of the amounts due, paid, and payable for the previous calendar year.
- d) Any additional information that may be requested by the Hospital District business manager must be furnished by the Operator within 15 business days thereafter.

- e) Upon execution of this Agreement, the Hospital District shall furnish its Letter of Support, in the form shown in Exhibit A.
- f) The Operator agrees to pay Interest on Delinquent Amounts. Interest will be calculated as described in **“D. MISCELLANEOUS PROVISIONS.”**
- g) The Operator agrees that any violation of this Agreement by the Operator would justify a reversal of the FTZ Site designation and/or activation by the Board and/or Customs. Furthermore, the Operator acknowledges that default under its PILOT Agreement with the Hospital District for such subject Site shall, upon notice of such default by the Hospital District to POCCA, also be a default under the Operators Agreement, and result in the initiation of Deactivation and/or Deauthorization (as applicable) proceedings for such subject FTZ Site.
- h) The amounts payable by the Operator to the Hospital District under this Agreement shall in no event exceed the amounts of ad valorem taxes that would have been payable to Hospital District pursuant to the Texas Property Tax Code on FTZ Inventory in the FTZ Site had the Operator and/or any other party owning FTZ Inventory in the FTZ Site not received the FTZ Exemption under 19 U.S.C. §81o(e).

**D. MISCELLANEOUS PROVISIONS**

1. Governing Law. This Agreement will be interpreted under the laws of the State of Texas.
2. Venue. Venue shall be in a Court of competent jurisdiction in Nueces County, Texas.
- 2.
3. Interest. Interest shall accrue on any Delinquent Amount under this Agreement at the rate provided for in the Texas Property Tax Code as though the Delinquent Amount is a tax payment.
4. Binding Effect. This Agreement shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, and future occupants of the 19 U.S.C. §81o(e) Site.
5. Entire Agreement. This Agreement supersedes any prior understanding or agreement between the parties with respect to the subject matter hereof and constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties with respect to the subject matter hereof other than those set forth herein or provided for herein.
6. This Agreement Does Not Affect Other Rights, Obligations or Agreements. This Agreement does not supersede, modify, or affect any other agreement that has been or may be entered into between the Operator and any other taxing jurisdiction or any other entity, except as otherwise expressly stated in this Agreement
7. Modification of Agreement. This Agreement may be modified only by written consent of all parties.

8. Further Assurances. The parties covenant and agree that they will execute such other and further documents as are or may become necessary or convenient to effectuate and carry out the purpose of this Agreement.
9. Severability. To the extent permitted by law, a holding by any court that any part or any provision in this Agreement is invalid, illegal, or unenforceable in any respect, shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Agreement.
10. Termination of Agreement. This Agreement shall terminate upon the revocation of 19 U.S.C. §81o(e) Site status by the Board, but such termination shall not relieve the Operator from its obligation to pay damages as provided in this Agreement.
11. Counterparts. This Agreement may be executed in multiple identical counterparts and when taken together shall constitute one and the same instrument. A facsimile or similar transmission of a counterpart signed by a party hereto or a copy of a counterpart signed by a party hereto will be regarded as an original signed by such party for purposes hereof.
12. Affidavit. This Agreement shall terminate upon the determination by the Hospital District of any misrepresentation in the Affidavit and/or this Agreement which should constitute grounds for the immediate initiation of proceedings for Deactivation and/or Deauthorization for the subject 19 U.S.C. §81o(e) Site, as applicable.
13. Notices. Any notice permitted or required to be given must be in writing delivered in person or by certified U.S. Mail, return receipt requested, to the applicable party addressed as follows:

**Operator:** Aransas Terminal Company, LLC  
 Attn: Burt Moorhouse, President  
 P.O. Box 2740  
 Port Aransas, TX 78373

**Hospital District:** Nueces County Hospital District  
 Attn: Jonny F. Hipp, Administrator/CEO  
 555 N. Carancahua, Suite 950  
 Corpus Christi, TX 78401

EXECUTED on the dates set forth below, but effective as of the last date executed by all the Parties.

**Nueces County Hospital District**

By: \_\_\_\_\_  
 Jonny F. Hipp, Administrator/Chief Executive Officer  
 Date: \_\_\_\_\_

**Aransas Terminal Company, Operator**

By: \_\_\_\_\_

Burt Moorhouse, president

Date: \_\_\_\_\_

**EXHIBIT A**

*[Use letterhead appropriate for entity submitting this letter]*

*Date*

Danielle Converse  
FTZ Manager  
Port of Corpus Christi Authority  
400 Harbor Drive  
Corpus Christi, Texas 78401

Dear Ms. Converse:

The purpose of this letter is to document support of the Nueces County Hospital District for Aransas Terminal Company's application to establish and operate under Foreign-Trade Zone designation under the auspices of the Port of Corpus Christi Authority, Grantee of Foreign-Trade Zone #122.

We feel the economic benefits this company brings to our area make it a valuable asset and will have a positive impact upon the local economy, local employment, and economic development in the region.

Nueces County Hospital District is supportive of the proposed FTZ designation and recommends the application's expedited review and approval.

Sincerely,

**Nueces County Hospital District**

\_\_\_\_\_  
Jonny F. Hipp, Chief Executive Officer

Date: \_\_\_\_\_

CC: Nueces County Appraisal District  
Nueces County Tax Assessor- Collector

**EXHIBIT B: Aransas Terminal Foreign Trade Zone Site**



**Site location: 118 State HWY 361, Port Aransas, TX 78373**

## **CIMBAR RESOURCES, INC**

### **FTZ Project Background**

In September 2020, Cimbar Resources Inc. (“Cimbar”) acquired a manufacturing facility from Baker Hughes located at 322 Manning Road, Corpus Christi, TX, that had previously been operated as a Foreign-Trade Zone subzone (FTZ#122Q) since 2008. Prior to the sale, Baker Hughes deactivated the FTZ status at the facility and subzone designation was ultimately terminated by the U.S. FTZ Board on April 6, 2021.

Cimbar now seeks to reinstate subzone status for the facility and is preparing a request for designation to the U.S. Foreign-Trade Zones Board. In order to avail itself of the federally granted exemption for ad valorem tax on tangible personal property, (i.e., inventory tax), available through the FTZ Act, the application requires that Cimbar submit letters of support/non-objection from the local impacted tax parties.

At the time of the acquisition, the plant was not operational, and had only one employee on site. Since the acquisition, employment has increased and the Cimbar plant now provides full-time employment with benefits to a total of 12 employees including paying 100% of employee only medical coverage and optional coverages for dental, vision, life insurance, STD, LTD & critical care. Total current payroll, including payroll taxes and benefits was approximately \$887,057 in 2022 and is estimated to be approximately \$1,023,768 for 2023. Production operations at the plant have increased from zero tons of ground barium sulfate at the time of acquisition to an average of 8,000 to 10,000 tons per month currently. Cimbar is currently planning to spend \$1.5M-\$2M over the next 24-36 months to repair and/or replace equipment if current sales volumes continue. Cimbar has spent approximately \$1.2M since taking over the facility for much needed maintenance & repairs of production equipment. In 2022, Cimbar paid \$60K for Texas franchise tax for 5 Texas operating plants and \$20K for sales and use tax on taxable purchases at the Manning Road facility.

Cimbar operates in a competitive industry and faces pressures from imported finished goods primarily manufactured in Mexico. Exports from Mexico of competing finished product into the region have continued to rise year over year impacting demand from Cimbar and negatively impacting production requirements. In 2022 alone, 88% of Mexican production was shipped to the U.S., primarily via rail and truck to south and west Texas. Imports in 2023 are on the rise and are destined to set a new high representing nearly a 40% increase over the previous year. The attached charts illustrate the overall trends and aggressive growth in this market from foreign competition from Mexico. (See attached exhibit)

Cimbar’s ability to defer duty payment on imported raw materials and manufacture goods under FTZ procedures to take advantage of an inverted tariff benefit on the finished products assists Cimbar in maintaining its competitiveness and supports manufacturing in the U.S. The additional ability to leverage the federally provided exemption from ad valorem tax on tangible personal property would further support Cimbar’s competitiveness and future viability of Cimbar’s operations at the site.

Additionally, the plant utilizes significant ancillary goods and services providers in the area such as Port Corpus Terminal Inc., R.W. Smith, Oil Patch and Petroleum Inc., Purvis Industrial Bearings, and Tyr Energy Logistics to name a few, topping over \$1.8 million in expenditures so far this year and resulting in additional benefit to the local economy. Additionally, the material produced at the site supports vital business needs of the local and regional oil and gas industry providing supplies to such companies as Dynamic Drilling Fluids, Universal Fluid Services LLC, and Nova Mud, Inc. which also contributes to the local economy.

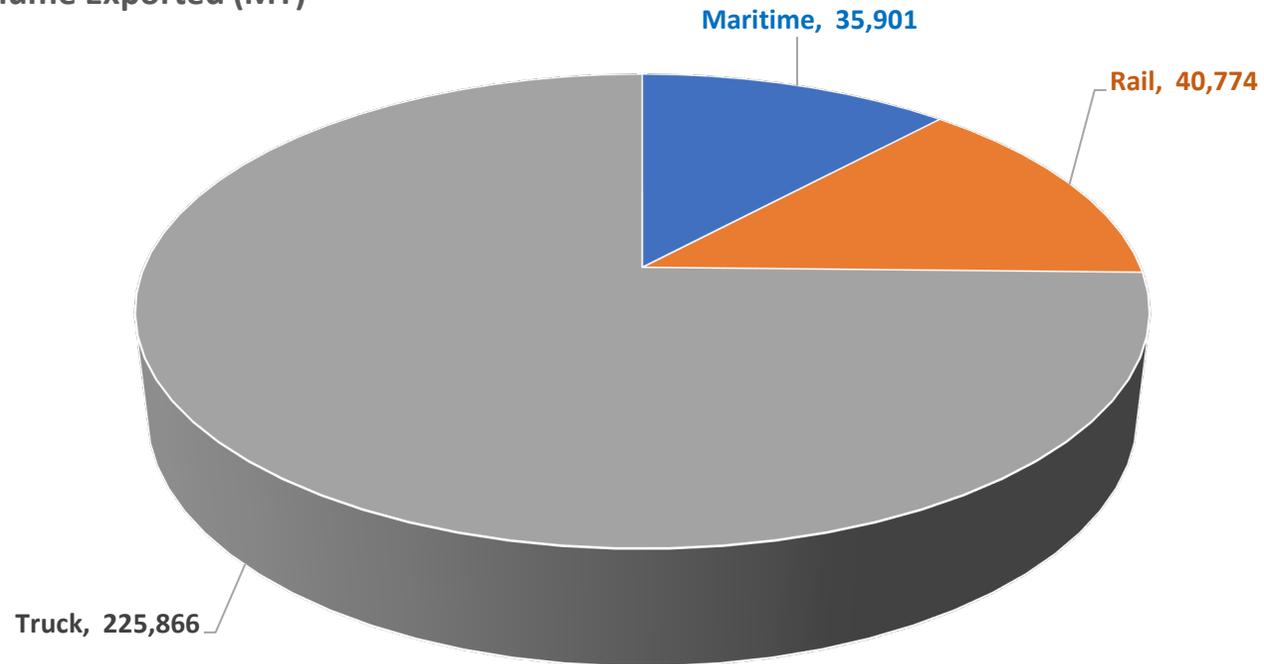
Given the positive economic impact and spin-off employment benefits to the local area from Cimbar's continued operation of the Corpus Christi plant, Cimbar respectfully requests that the local impacted tax parties provide the required letters of non-objection to support Cimbar's application for FTZ designation.



# Mexico Exports Spotlight

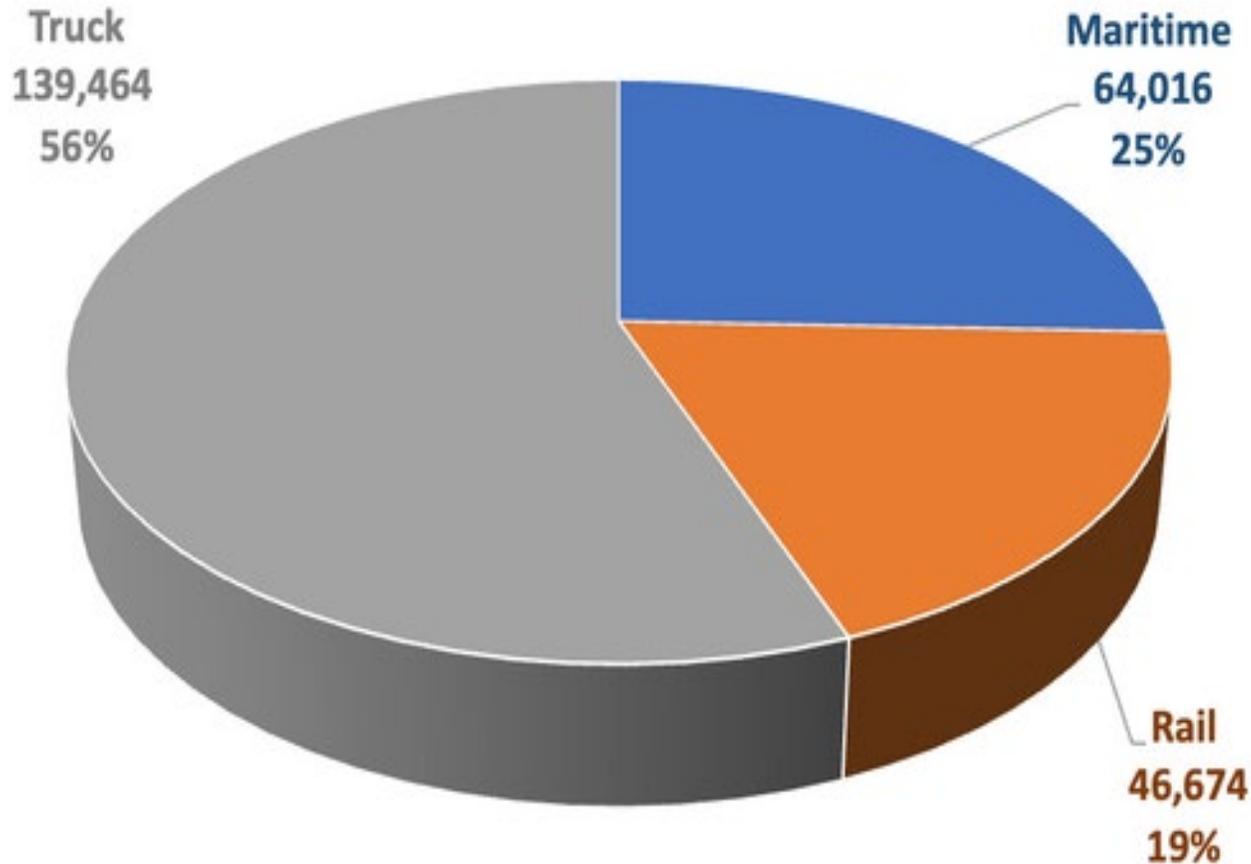
- **302,540 MT in 2022**
- 88% to USA
- Truck and Rail to South & West Texas
- Maritime to US GoM

Volume Exported (MT)



Source: Mexico Customs Data

## Mexico Barytes Exports to US JAN-JUL 2023



Mexico's significance continues to grow  
January to July YTD Exports 250,154 MT  
On pace to set a new high of - 428,836 MT

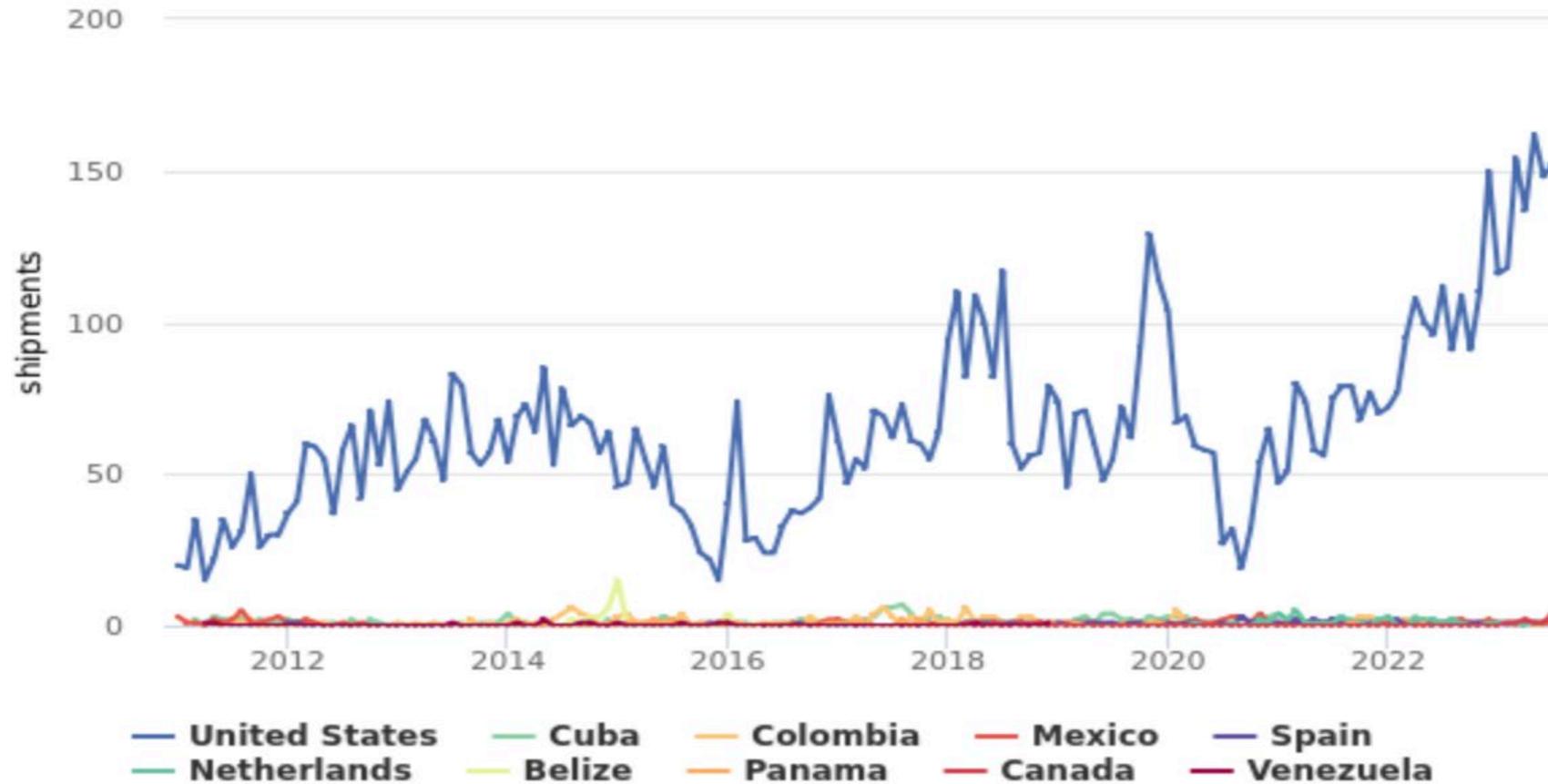
Up 126,296 MT YOY (40%)

|            |         |
|------------|---------|
| Maritime   | 64,016  |
| Rail Truck | 46,674  |
| Truck      | 139,464 |
| TOTAL YTD  | 250,154 |
| Annualized | 428,836 |

Source: Mexican Customs

## YOUR DASHBOARD – MEXICO EXPORT SHIPMENTS OF BARITE

### Country of Origin by Shipments



Corporate/Agency Letterhead

DATE

Ms. Danielle Converse  
FTZ Manager  
Port of Corpus Christi Authority  
400 Harbor Drive  
Corpus Christi, TX 78401

Dear Ms. Converse:

The purpose of this letter is to document the support of Nueces County Hospital District for Cimbar Resources, Inc.'s application to establish and operate under Foreign Trade Zone designation under the auspices of the Port of Corpus Christi Authority, Grantee of Foreign-Trade Zone #122.

We believe the economic benefit this company brings to our area make it a valuable asset and will have a positive impact upon the local economy, local employment, and economic development in the region.

We understand that imported inventory and inventory held for export in the foreign-trade zone will be exempt from ad valorem tax.

Nueces County Hospital District is fully supportive of the proposed FTZ designation for Cimbar Resources, Inc. and recommends expedited review and approval of the application.

Sincerely,

Name  
Title

cc: Nueces County Appraisal District

**CHRISTUS SPOHN HEALTH SYSTEM CORPORATION  
AMENDED AND RESTATED MEMBERSHIP AGREEMENT**

This AMENDED AND RESTATED MEMBERSHIP AGREEMENT (the "Agreement") is effective as of November 18, 2015 ("Amendment Date") by and between CHRISTUS Spohn Health System Corporation ("Spohn"), a Texas nonprofit corporation, CHRISTUS Health ("CHRISTUS Health"), a Texas nonprofit corporation, each created under the Texas Nonprofit Corporations Act, codified at Chapter 22 of the Texas Business Organizations Code ("Nonprofit Corporations Act"), and the Nueces County Hospital District (the "District"), a body politic and corporate and a political subdivision of the State of Texas, established and created pursuant to Article IX, Section 4 of the Texas Constitution and Chapter 281 of the Texas Health and Safety Code, as amended (the "Act"). This Agreement replaces and supersedes, as of the Amendment Date, the CHRISTUS Spohn Health System Corporation Membership Agreement that was effective as of October 1, 2012 (the "Original Membership Agreement"). Spohn, CHRISTUS Health, and the District are sometimes referred to herein individually as "party" or collectively as "parties." When referring to CHRISTUS Health or the District in their capacities as members of Spohn, CHRISTUS Health and the District are sometimes referred to herein individually as "Member" or collectively as "Members."

**RECITALS**

**WHEREAS**, the District was created to provide or arrange for the provision of medical aid and hospital care to indigent and needy residents residing in Nueces County, Texas and serves as the payor of last resort for health care services provided to those indigent and needy residents;

**WHEREAS**, the District is authorized under the Act and under Section 285.091 of the Texas Health and Safety Code to contract, collaborate, or enter into a joint venture with any public or private entity as necessary to carry out the functions of or provide services to the District;

**WHEREAS**, the District is empowered by the Act and Section 61.056 of the Indigent Care and Treatment Act, codified at Chapter 61 of the Texas Health and Safety Code (as amended from time to time, the "Indigent Health Care Act"), to enter into contracts relating to or arranging for the provision of health care services;

**WHEREAS**, Spohn is a Texas nonprofit corporation created under the Nonprofit Corporations Act, with certain Member(s) designated in its organizational documents;

**WHEREAS**, in 2012, the parties entered into the Original Membership Agreement to more closely and comprehensively collaborate in the provision of services in Nueces County, Texas and the surrounding communities by, among other things, adding the District as a co-member of Spohn, entitled to certain rights, duties and responsibilities vested in such membership, including the sharing of certain economic risk for the operations of the public safety-net hospital in Nueces County, Texas;

**WHEREAS**, Spohn serves as the public, safety-net hospital in Nueces County, Texas by providing care to the indigent and needy (together, “Indigent” as such term is defined in Schedule 2 to this Agreement) population in Nueces County at the CHRISTUS Spohn Hospital Corpus Christi—Memorial, CHRISTUS Spohn Hospital Corpus Christi—Shoreline and CHRISTUS Spohn Hospital Corpus Christi—South hospital facilities (these Spohn hospital facilities along with the clinics, medical offices, and other health care facilities on the campuses of or affiliated with such Spohn hospital facilities that share common Medicare and Medicaid provider agreements are collectively referred to herein as the “Nueces County Facilities”) consistent with the provisions set forth in the Act, the Indigent Health Care Act, and in accordance with the District’s policies;

**WHEREAS**, as the public, safety-net provider, Spohn and its Nueces County Facilities rely on reimbursement from government programs and the District’s support in their ongoing operations;

**WHEREAS**, Spohn and the District entered into a Letter of Intent on September 10, 2014, that will permit Spohn to renovate and transform the Nueces County Facilities and the delivery of care to Nueces County residents, consistent with the goals of providing a more robust and comprehensive collaboration focusing efforts on improving the delivery of care, providing more suitable healthcare services to improve the health of the community, reducing duplication of services, achieving efficiencies, and reducing the overall costs of care;

**WHEREAS**, CHRISTUS Health and the District have mutually agreed to the Member support each shall provide to Spohn as part of and for the duration of this Agreement as set forth in Article II below; and

**WHEREAS**, CHRISTUS Health and its members shall retain those reserved powers set forth in Spohn’s Bylaws.

**NOW, THEREFORE**, in consideration of the premises, the mutual benefits to the parties to be derived from their co-membership in Spohn and the obligations and responsibilities of each party set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, with the intent to be legally bound, as follows:

## **ARTICLE I. SPOHN AS A PUBLIC SAFETY-NET HOSPITAL**

**Section 1.01. Public Safety-Net Hospital and Delivery of Indigent Care Services.** Spohn has operated and will continue, during the term of this Agreement, to operate a safety-net hospital available for the provision of inpatient and outpatient hospital services to the Indigent residents in Nueces County, Texas at the Nueces County Facilities as more fully set forth in Section 6.03 and Schedule 2 of this Agreement.

**Section 1.02. Graduate Medical Education.** During the term of this Agreement, Spohn will maintain at least two Graduate Medical Education (“GME”) programs in medical specialties appropriate to community needs with comprehensive resident training applicable to such programs. Spohn will maintain, support, and fill at least the number of residents slots needed to obtain Medicare payment at Spohn’s annual Medicare full-time equivalent GME cap.

**Section 1.03. Trauma Services.** Spohn shall provide trauma services within the Nueces County Facilities, including maintaining at least one state-designated Level II Trauma Services Center in Corpus Christi, Texas at all times during the term of this Agreement or be in “active pursuit” of achieving such Level II Trauma Services Center state-designation as described more fully in the September 10, 2014 Letter of Intent.

**Section 1.04. Clinic Services.** Upon Spohn’s completion of renovation of the Nueces County Facilities as described more fully in the September 10, 2014 Letter of Intent, Spohn shall continue to make available at the new family health center facility (“Family Health Center”) that will be constructed on the CHRISTUS Spohn Hospital Corpus Christi – Memorial campus (“Memorial Campus”) the services and facilities listed below:

- i. Adequate space within the Family Health Center for twelve (12) District enrollment counselors and one receptionist. The District and Spohn also agree to evaluate the future need for such space for District enrollment counselors and, if agreed to between the District and Spohn, modify such space in the future, including potentially providing space within CHRISTUS Spohn Hospital Corpus Christi—Shoreline for District enrollment counselors;
- ii. Extended Family Health Center hours to include operating 24 hours on Thursday, Friday and Saturday for non-scheduled visits, with future adjustments to such hours of operation based on patient demand and community need, including potentially operating 24 hours in the health center on Sunday, Monday, Tuesday, and Wednesday in addition to Thursday, Friday, and Saturday; provided Spohn will not reduce the number of days the Family Health Center operates 24 hours for at least six (6) months;
- iii. Faculty and residency clinic focused on primary care services (family medicine);
- iv. Specialty clinics, including urology, cardiology, neurology, endocrinology, orthopedics, and post-trauma care;
- v. Clinic outpatient pharmacy services and medication counseling education;
- vi. X-ray and laboratory services;
- vii. Social services;
- viii. Community health/transition care workers to assist patients and families in navigating needed healthcare services;
- ix. Behavioral health counseling;
- x. Wellness and prevention education for both patients and families, including help with appropriate diet and lifestyle;
- xi. Management of ongoing diseases such as diabetes, heart conditions, and high blood

pressure; and

- xii. Support of spiritual needs through availability of an onsite prayer room.

## **ARTICLE II. CO-MEMBERSHIP IN SPOHN**

**Section 2.01. CHRISTUS Health.** Effective October 1, 2012, CHRISTUS Health continued its status as a Member of Spohn in accordance with the Amended and Restated Certificate of Formation of Spohn (“Certificate”), attached hereto as Exhibit A, and the Amended and Restated Bylaws of Spohn (“Bylaws”), attached hereto as Exhibit B.

**Section 2.02. Nueces County Hospital District.** Pursuant to the Original Membership Agreement and Spohn’s Bylaws, the District became a Member of Spohn, consistent with and in support of its interest in the continued operation of a public, safety-net hospital in Nueces County, Texas, the District’s mandate to provide or arrange for the provision of health care to the Indigent residents of Nueces County, Texas (as described in the Nueces County Hospital District Indigent Healthcare Program Handbook (“Handbook”) and in accordance with the terms and conditions set forth in this Agreement), and with the District’s mandate to provide or arrange for the provision of health care services for the Indigent residents of Nueces County under the Texas Constitution and the Act as the payor of last resort. Throughout the term of this Agreement, the District and CHRISTUS Health shall remain Members of Spohn.

**Section 2.03. Member Operational Support of Spohn.** Each Member shall provide to Spohn the managerial skills, expertise, and available resources to permit Spohn to operate the public safety-net hospital in Nueces County, Texas. While CHRISTUS Health and the Spohn Board of Directors shall provide management personnel for the day-to-day operations of Spohn, both Members shall advise Spohn, through its Board of Directors, on steps that can be taken to improve the delivery of healthcare services to the Indigent residents of Nueces County, Texas who present for hospital, clinic, and certain medical services at the Nueces County Facilities and other Spohn facilities.

- (a) **CHRISTUS Health Operational Support.** During the term of this Agreement, and notwithstanding any reserved power set forth in Spohn’s Bylaws, CHRISTUS Health shall permit Spohn to retain its title and ownership of, and the right to use and operate the campuses known as CHRISTUS Spohn Hospital Corpus Christi—Shoreline and CHRISTUS Spohn Hospital Corpus Christi—South. Spohn shall continue to provide health care services on the Memorial Campus provided by the District—or any successor facilities following a material alteration of the Memorial Campus as permitted in accordance with Section 3.9.8 of Schedule 1 to this Agreement—and shall comply with all of Spohn’s obligations regarding the Memorial Campus or the Family Health Center set forth in Schedule 1. Further, to the extent that (i) Spohn acquires, owns, leases, or operates any additional hospital campuses or other facilities located within Nueces County, Texas during the term of this Agreement and (ii) such additional hospital campus(es), clinics, practices or other facility(ies) is (are) consolidated with the Nueces County Facilities for purposes of participation in the Medicare and Medicaid programs, then CHRISTUS Health and Spohn hereby agree that such additional campus(es) or other facility(ies) shall be treated as part of Spohn’s “Nueces County Facilities”

for purposes of this Agreement. Any hospital campuses or other facilities owned or operated by CHRISTUS Health and/or Spohn that are not consolidated with the Nueces County Facilities for purposes of Spohn's participation in the Medicare and Medicaid programs shall be excluded from the definition of "Nueces County Facilities," regardless of where located. CHRISTUS Health hereby agrees to abide by the terms set forth in Spohn's Bylaws and this Agreement.

- (b) **District Operational Support.** In addition to the obligations set forth in Article V and in Schedules 1 and 2, the District shall during the term of this Agreement provide Spohn the right to occupy, use and operate the CHRISTUS Spohn Hospital Corpus Christi – Memorial hospital facility, the Family Health Center, upon completion, and other facilities and property owned by the District on the Memorial Campus along with the medical office buildings and clinics located at 2601 Hospital Boulevard, 2400 Morgan Avenue, 2500 Morgan Avenue, 1406 Martin L. King Drive, 14202 South Padre Island Drive, and 4617 Greenwood Drive, Corpus Christi, Texas and 1038 Texas Yes Boulevard, Robstown, Texas (together the "District Owned Facilities"). The District hereby agrees to abide by the terms set forth in Spohn's Bylaws and this Agreement, to the extent not inconsistent with the Texas Constitution and the Act.
- (c) **Member Support.** For any fiscal year in which Spohn incurs a "Net Operating Deficit," as defined below, Spohn shall provide written notice of such deficit ("Notice of Net Operating Deficit") to its Members after completing its final financial audit for such fiscal year, but in no event shall Spohn issue any such Notice of Net Operating Deficit later than one hundred and eighty (180) days after the close of such fiscal year. For purposes of this Agreement, for any fiscal year, a "Net Operating Deficit" shall mean the amount by which Spohn's expenses from operating the Nueces County Facilities exceed its revenue from such operations, as determined after (i) excluding (1) expenses for interest, taxes, depreciation, amortization, judgments, settlements, or prior year cost report or other adjustments, (2) management fees paid or payable to CHRISTUS Health or any affiliates for that fiscal year, and (3) any inter-company transfers or extraordinary expenses; and (ii) offsetting proceeds from business interruption, flood, windstorm, or other similar insurance. Upon receipt of a Notice of Net Operating Deficit, each Member and its representatives will be entitled to access and to receive copies of audited financial data and other certified supporting schedules and information substantiating the Net Operating Deficit. To help meet the needs of the indigent residents in Nueces County, Spohn may request that the Members contribute a pro rata share of the Net Operating Deficit, with such "pro rata share" computed on the same basis as the "Specified Annual Percentage" as determined under Section 5.03 below for the fiscal year in which the Net Operating Deficit occurred. Each Member shall contribute its pro rata share of the Net Operating Deficit to Spohn within one hundred and eighty (180) days of receipt of a Notice of Net Operating Deficit.

- (d) Nothing in this Section 2.03 shall obligate any Member to incur any liability to any third party nor shall it confer any benefit on any third party that is not a party to this Agreement.

### **ARTICLE III. BOARD OF DIRECTORS AND VOTING RIGHTS OF MEMBERS**

**Section 3.01. Appointment of Directors.** All Directors on Spohn's Board of Directors serve staggered terms. It is the intention of the parties that the right to appoint Directors to the Spohn Board of Directors set forth in this Section shall be effected on a staggered basis. The Members shall have the right to appoint Directors to the Spohn Board of Directors as follows:

- (a) In recognition of its role as the hospital operator, CHRISTUS Health may appoint up to twelve Directors to the Spohn Board of Directors, or such other number of Directors as set forth in Spohn's Bylaws; and
- (b) In recognition of its role as the unit of government responsible for ensuring the availability of care to the indigent population in Nueces County and its continued membership interest in Spohn and its support for Spohn's operations, the District may appoint three Directors to the Spohn Board of Directors, or such other number of Directors as set forth in Spohn's Bylaws.

**Section 3.02. Replacement of Current Directors.** Consistent with the Bylaws, CHRISTUS Health and the District shall have the right to remove, with or without cause, and replace any Spohn Directors that each, respectively, appointed to Spohn's Board of Directors at any time during the term of this Agreement. The CHRISTUS Board of Directors (as defined in the Bylaws) shall have the right to remove any Spohn Directors that do not meet the qualification criteria set forth in Section 9.2(b)(iii) of Spohn's Bylaws as amended from time to time in accordance with this Agreement.

**Section 3.03. Voting Rights.** The District shall have the authority to approve or disapprove any amendments or revisions to Spohn's Bylaws that alter or impair the District's reserved powers set forth in Spohn's Bylaws and this Agreement including, without limitation, the District's reserved power to receive transfers of assets of Spohn in accordance with Article V of this Agreement.

### **ARTICLE IV. ACCESS TO INFORMATION**

**Section 4.01. General Access to Information.** On a quarterly basis, Spohn shall confer with the District's representatives to review and discuss Spohn's financial results, including its operating income or loss for the most recent quarter then ended and year to date. In addition, all Spohn Board of Directors may have the right to review such information deemed reasonably necessary for the Directors to carry out their duties and responsibilities as Directors of Spohn; provided, however, that any information Spohn in its sole discretion deems to be confidential and/or privileged—whether due to privacy of patient medical records, attorney-client communication, trade secrets, peer review or any other privilege or right of confidentiality—may not be disclosed outside of Spohn's Board of Directors and staff.

**Section 4.02. Notification.** Spohn agrees, to the extent permitted by applicable law, to notify CHRISTUS Health and the District within ten (10) calendar days of (a) receipt of notice of the commencement of any investigation, audit, formal review or other regulatory action by or on behalf of a federal or state governmental authority involving Spohn or the Nueces County Facilities, including but not limited to such action that involves an allegation of program fraud or abuse, which could be reasonably anticipated to prevent, delay, or substantially and negatively impact the continuing performance of Spohn's duties and obligations under this Agreement; (b) receipt of notice of any finding resulting from any such investigation, audit, formal review, or other regulatory action; (c) receipt of notice of proposed or actual termination, loss or lapse of the Medicare or Medicaid provider agreement of any of the Nueces County Facilities; and (d) the breach, lapse, or inaccuracy of any representation or warranty required under this Agreement. CHRISTUS Health agrees to notify the District in writing immediately upon determining that compliance with the membership distribution provisions in Article V or any other provision of this Agreement does or may potentially cause CHRISTUS Health to be in material breach, default, or violation of the terms of the CHRISTUS Indenture as defined in Section 9.03.

#### **ARTICLE V. MEMBER DISTRIBUTIONS AND SUPPORT**

**Section 5.01. Net Patient Revenue from Spohn's Nueces County Facilities.** As used in this Agreement, the term "Net Patient Revenue" shall mean Spohn's direct cash collections received for the provision of inpatient and outpatient hospital services, including any ancillary and related services, at or through the Nueces County Facilities on or after the Effective Date of the Original Membership Agreement, that are received from patients or third parties responsible for making payments on behalf of such patients. The term "Net Patient Revenue" shall not include any Medicare or CHAMPUS/TRICARE payments, the federal or state share of any Medicaid payments, or Medicaid Waiver or supplemental payments, nor any federal grant funding, paid to Spohn that is not specifically allocated to individual patients' services. Further, the term "Net Patient Revenue" shall not include any revenue generated from the operation or provision of services at any hospital, clinic or other facility that is not consolidated with the Nueces County Facilities for purposes of Spohn's participation in the Medicare and Medicaid programs.

**Section 5.02. Establishment of Bank Deposit Accounts.** Not later than thirty (30) days following execution of the Original Agreement, Spohn shall authorize Bank of America, N.A., or any successor financial institution ("Bank"), to establish or maintain one or more "Operating Bank Deposit Accounts" in the name of Spohn. Spohn shall deposit the Net Patient Revenue into the Operating Bank Deposit Account(s) at Bank. From the Operating Bank Deposit Account(s), Bank shall upon the direction of Spohn transfer all funds on a daily basis to a "Membership Bank Deposit Account" held at Bank in the name of Spohn. Bank shall transfer upon the direction of Spohn on a weekly basis all available funds deposited into the Membership Bank Deposit Account, by ACH or wire transfer, to accounts designated by CHRISTUS Health and the District, as follows: (i) the "Specified Annual Percentage," as defined below, shall be transferred to CHRISTUS Health's designated account, and (ii) the remaining percentage of such funds shall be transferred to the District's designated account. For each transfer of funds to the District in accordance with this Section 5.02, Spohn hereby affirms that such funds include only qualifying Net Patient Revenue. Notwithstanding the foregoing, to the extent Spohn discovers that any such transfer inadvertently includes any funds that do not qualify as Net Patient

Revenue as defined in Section 5.01, Spohn shall notify the District in writing within five (5) business days of such discovery and shall work collaboratively with the District to correct any such inadvertent discrepancy.

**Section 5.03. Member Revenue Allocation Percentage.**

- (a) Not later than June 20th each year of this Agreement, Spohn, CHRISTUS Health, and the District shall confer regarding the support necessary for the operations of Spohn over the ensuing year from October 1st of the current calendar year through September 30th of the following calendar year (the "Ensuing Year"). Spohn shall prepare a budget for the Ensuing Year that contemplates any modifications or additions in its provision of services at the Nueces County Facilities, changes in expected patient utilization or demographics in Nueces County, Texas that would alter the need for economic support to Spohn from the Members, and other factors that bear on Spohn's need for financial support in the Ensuing Year. Upon review of the budget, economic resources of Spohn and the Members and other factors, Spohn and the Members shall agree to the percentage of the Net Patient Revenue that will be made available to CHRISTUS Health (the "Specified Annual Percentage"), in exchange for its contributions to support the operations of Spohn, and the remaining percentage of the Net Patient Revenue that will be made available to the District in exchange for its continued support for the operations of Spohn as a public, safety-net hospital in Nueces County, Texas.
- (b) In the event the parties fail to agree to a Specified Annual Percentage by July 1st of any year of this Agreement, then Spohn's Board of Directors, or its designee, shall determine the Specified Annual Percentage for the Ensuing Year. Notwithstanding the foregoing, the Specified Annual Percentage for the first year of this Agreement shall be established on or before October 1, 2012. The parties may mutually agree in writing to extend the July 1st deadline during any year of this Agreement, so long as the parties reach agreement for the Ensuing Year prior to August 15th of such year. Both Spohn and the Members agree to take all reasonable measures to ensure that the Bank has whatever information it may require to authorize and implement the Net Patient Revenue allocations and transfers set forth in this Article V.
- (c) Nothing in this Agreement shall provide the District with any right to share in any revenue generated from the operations of any or all of Spohn's hospitals or other facilities that are excluded from the defined term "Nueces County Facilities."

**ARTICLE VI. MAINTENANCE OF EFFORT**

**Section 6.01. Maintenance of Effort.** The parties to this Agreement recognize Spohn's historical role as the safety-net hospital for indigent patients in the Nueces County community as more fully described in Section 6.03 of this Agreement, as well as the role of the District Owned Facilities in facilitating Spohn's role in serving indigent patients in the Nueces County community. The parties intend for this role to continue during the term of this Agreement.

**Section 6.02. Spohn's Occupancy of the Memorial Facility and Related Matters.** During the term of this Agreement, Spohn's occupancy of the District Owned Facilities will be governed by the terms set forth in Schedule 1, attached.

**Section 6.03. Spohn's Indigent Care Services.** Spohn has historically served as the safety net hospital for the Nueces County Indigent population, and the parties intend for that role to continue during the term of this Agreement. Except as otherwise set forth in the Handbook, during the term of this Agreement, Spohn will continue to provide health care services to Indigents that present for care at its facilities in conformity with the provisions set forth in the Handbook, which shall include at a minimum such level of service as is presently being delivered by Spohn to such Indigents. Spohn shall be responsible for ensuring the availability of inpatient and outpatient psychiatric and behavioral health services for Nueces County Indigent patients, including ensuring that inpatient psychiatric Nueces County Indigent patients have access to medications upon discharge, providing transportation services between Spohn's inpatient psychiatric facilities and Spohn's off-site service facilities for Nueces County Indigent patients requiring psychiatric and/or medical services, and fulfilling Spohn's other psychiatric and behavioral health commitments as more fully described in the September 10, 2014 Letter of Intent. The determination of whether an individual is an "Indigent" eligible to receive health care services from Spohn shall be made by the District in accordance with the eligibility standards and procedures from time-to-time established by the District, and set forth in the Handbook, as amended in accordance with Section 3.3 of Schedule 2, attached. Spohn shall continue to provide healthcare services to Nueces County Indigent patients pursuant to the terms set forth in Section 1.01 of this Agreement and Schedule 2, attached.

**Section 6.04. District Maintenance of Efforts to Support Health Care Services.** The parties acknowledge that the District does not set or otherwise control its tax rate. Subject to such limitation, the District agrees to a "maintenance of effort" commitment to request and diligently advocate for the establishment of an "effective" tax rate at a level to produce at least \$31.454 million per year in District tax revenues; provided, however, the parties agree to amend such maintenance of effort commitment of the District to reflect the reduced Nueces Aid Beneficiary enrollment and potential related reduction in the effective tax rate at the earlier of one or more of the following contingencies: (1) in the event of the implementation of an expanded Texas Medicaid program comparable to that contemplated by the Patient Protection and Affordable Care Act, or (2) September 30, 2026, in the event this Agreement is extended through such date.

## **ARTICLE VII. REPRESENTATIONS AND WARRANTIES**

### **Section 7.01. District Representations and Warranties.**

The District represents and warrants to CHRISTUS Health and Spohn as follows:

- (a) The District is a validly existing county hospital district and political subdivision of the State of Texas established pursuant to Article 9, Section 4 of the Texas Constitution and Chapter 281 of the Texas Health and Safety Code.

- (b) To the District's knowledge, the District has full power and authority to carry out and perform its undertakings and obligations as provided in this Agreement, including the execution, delivery and performance of this Agreement and related agreements and documents. This Agreement will constitute the legal valid and binding obligation of the District, enforceable against the District in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws of general application relating to creditors' rights. The execution, delivery and performance by the District of this Agreement (i) have been duly and validly authorized by all proper and requisite action of the District's Board of Managers and the Nueces County Commissioners Court, (ii) will not conflict with, violate, constitute an event of default under or breach any provision of any binding order or resolution of the District's Board of Managers or the Nueces County Commissioners Court, or (iii) to the knowledge of the District, will not conflict with, violate, breach or constitute any default under any contract, agreement or arrangement to which the District is a party or by which the District is bound.

**Section 7.02. CHRISTUS Health Representations and Warranties.** CHRISTUS Health represents and warrants to Spohn and the District as follows:

- (a) CHRISTUS Health is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Texas. CHRISTUS Health has the corporate power and authority to carry on its business as now conducted.
- (b) To CHRISTUS Health's knowledge, CHRISTUS Health has full power and authority to carry out and perform its undertakings and obligations as provided in this Agreement, including the execution, delivery and performance of this Agreement and related agreements and documents. This Agreement will constitute the legal valid and binding obligation of CHRISTUS Health, enforceable against CHRISTUS Health in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws of general application relating to creditors' rights. The execution, delivery and performance by CHRISTUS Health of this Agreement (i) have been duly and validly authorized by all proper and requisite action of CHRISTUS Health's Board, (ii) will not conflict with, violate, constitute an event of default under or breach any provision of any binding order or resolution of CHRISTUS Health's Board, or (iii) to the knowledge of CHRISTUS Health, will not conflict with, violate, breach or constitute any default under any contract, agreement or arrangement to which CHRISTUS Health is a party or by which CHRISTUS Health is bound.

**Section 7.03. Spohn Representations and Warranties.** Spohn represents and warrants to CHRISTUS Health and the District as follows:

- (a) Spohn is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Texas. Spohn has the corporate power and authority to carry on its business as now conducted.

- (b) To Spohn's knowledge, Spohn has full power and authority to carry out and perform its undertakings and obligations as provided in this Agreement, including the execution, delivery and performance of this Agreement and related agreements and documents. This Agreement will constitute the legal, valid, and binding obligation of Spohn, enforceable against Spohn in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws of general application relating to creditors' rights. The execution, delivery and performance by Spohn of this Agreement (i) have been duly and validly authorized by all proper and requisite action of Spohn's Board of Directors, (ii) will not conflict with, violate, constitute an event of default under or breach any provision of any binding order or resolution of Spohn's Board of Directors, or (iii) to the knowledge of Spohn, will not conflict with, violate, breach or constitute any default under any contract, agreement or arrangement to which Spohn is a party or by which Spohn is bound.
- (c) The execution, delivery, and performance of this Agreement by Spohn will not, (i) conflict with or violate the Certificate or Bylaws of Spohn, (ii) conflict with or violate any law applicable to Spohn or by which any property or asset of Spohn is bound or affected, or (iii) result in any material breach of or constitute a material default (or an event which with notice or lapse of time or both would become a material default) under, give to others any right of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or other encumbrance on any material property or asset of such person pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Spohn is a party or by which Spohn is bound or affected, except in the case of clauses (ii) and (iii) for any such conflicts, violations, breaches, defaults or other occurrences which would not, individually or in the aggregate, prevent or materially delay the performance by Spohn of its obligations under this Agreement.
- (d) Except as disclosed to CHRISTUS Health and the District in writing, there is no litigation action or claim pending or, to the knowledge of Spohn, threatened against or relating to Spohn, nor, to the knowledge of Spohn, is there any basis for any such action or claim, which, if determined adversely to the interest of Spohn, would prevent or delay the consummation of the transactions contemplated by this Agreement or would have a material adverse effect on the business operations or financial condition of Spohn. For purposes of this Section 7.03, materiality includes items involving amounts exceeding Ten Million Dollars (\$10,000,000) individually or in the aggregate.
- (e) Spohn has all licenses, permits and authorizations of applicable governmental entities materially necessary for the conduct of the business of the Nueces County Facilities. Spohn has possession of all licenses, permits and authorizations issued to it and in its name, and all such licenses, permits and authorizations are as of the date of this Agreement and shall be in full force and effect at the Amendment Date. To Spohn's knowledge, no material violations are or have been recorded in respect of such licenses, permits and authorizations, and no proceeding is pending

or, to the knowledge of Spohn, threatened seeking the revocation or limitation of any of such Spohn licenses, permits and authorizations. Notwithstanding the foregoing, Spohn has not obtained all of the necessary licenses, permits and authorizations for the proposed re-purposing of the Nueces County Facilities but Spohn represents and warrants that it will do so in accordance with applicable rules for the construction, renovation and/or demolition of healthcare facilities located in Corpus Christi, Texas.

- (f) Spohn is a "Provider" under existing provider agreements for the Nueces County Facilities with the applicable Medicare and Medicaid authorities, and prior to the date hereof, CHRISTUS Health and the District have had the opportunity to review current and complete copies of such agreements, if any, and all notices of program reimbursement and notices of deficiencies relating to and materially affecting Spohn's participation in the Medicare and Medicaid programs for the last three (3) fiscal years of Spohn ending prior to the Amendment Date.
- (g) Spohn has timely filed all requisite cost reports and other material reports for the Nueces County Facilities required to be filed in connection with all state and federal Medicare and Medicaid programs due on or before the date hereof, which are to Spohn's knowledge complete and correct.
- (h) To Spohn's knowledge, Spohn has in all material respects complied with, and is now in all material respects in compliance with, all applicable laws. Spohn shall provide CHRISTUS Health and the District copies of the public inspection copy of its Internal Revenue Service Form 990 ("Form 990") for each of the last three (3) fiscal years of Spohn ending prior to the Amendment Date. Spohn represents that such Form 990s are in accordance with the books and records of Spohn, have been prepared in accordance with GAAP, consistently applied throughout the periods covered therein, and fairly present the financial condition and results of operation of Spohn.
- (i) During the current Spohn fiscal year-to-date and last three (3) fiscal years of Spohn ending prior to the Amendment Date, Spohn has actively maintained a compliance program consistent with CHRISTUS Health compliance program and that complies with the requirements of the Office of Inspector General for an effective compliance program.

## **ARTICLE VIII. LIABILITY AND INDEMNIFICATION OF MEMBERS**

**Section 8.01. Limitation on Members' Liability.** Neither Member shall be held liable for the acts of Spohn as a result of serving as a Member in the corporation, nor shall any Member be held liable for the acts of Spohn because of its participation in this Agreement. Nothing in this Agreement is intended to create, nor does it create, any rights or benefits to third parties enforceable against any Member of Spohn. The Members do not by this Agreement assume any of the obligations, liabilities or debts of Spohn (including, without limitation, any bond indebtedness), and shall not, by virtue of their performance under this Agreement, assume or

become liable for any of such obligations, debts or liabilities of Spohn, except for any obligations created under Section 2.03 of this Agreement.

**Section 8.02. Indemnification.**

- (a) Indemnification of Members, Officers, and Directors of Spohn. To the fullest extent permitted by law, Spohn shall defend, indemnify and hold harmless the Members, their officers, agents and employees, and the Directors of Spohn (“Indemnified Parties”) who were or are parties or are threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (including any action by or in the right of Spohn or the Members) by reason of any acts, omissions or alleged acts or omissions arising out of an Indemnified Party’s (i) activities as a Member, Director, officer, manager, or employee of Spohn, or as a partner, manager, officer, director, employee of a Member, on behalf of Spohn or in furtherance of the interest of Spohn, or (ii) performance of such Indemnified Party’s obligations under this Agreement from and against any and all liabilities, losses, costs, damages, or expenses, unless any such damages arise from the bad faith or gross negligence of such Indemnified Party(ies). The termination of any action, suit, or proceeding by judgment, order, settlement, or upon a plea of nolo contendere or its equivalent, will not of itself create a presumption that an Indemnified Party acted in a manner constituting bad faith or gross negligence. A party’s termination of this Agreement pursuant to Article IX will not constitute bad faith or gross negligence. The right of indemnification and payment of expenses under this Section 8.02(a) shall not be exclusive of any other right that any Indemnified Party may have or hereafter acquire under any statute, provision of the Certificate or Bylaws, provision of this Agreement, vote of the Members or otherwise. Spohn shall obtain director’s and officer’s insurance to insure against any claims that could be brought against the Members for their service as Members of Spohn or against the Directors for their service as Directors of the Board of Directors of Spohn.
- (b) Indemnification of the District and CHRISTUS Health. Spohn agrees to indemnify the District and CHRISTUS Health, their officers, board of managers, employees and agents, against (a) any Damages (as defined below) which arise out of or in connection with any claims by or on behalf or in the name of a government entity or authority, State or federal, relating to Spohn’s, CHRISTUS Health’s, or the District’s obligations under this Agreement, or related transactions, Spohn’s receipt of payments under the Medicaid disproportionate share hospital program, the Medicaid Waiver, the Network Access Improvement Program, or any similar programs, whether received before or after the Effective Date of the Original Membership Agreement, and (b) Damages which arise out of or in connection with the negligence or malfeasance of any employee or agent of Spohn performing services under or in connection with this Agreement or Spohn’s breach of any material requirement of this Agreement (the “Indemnity”). Subject to applicable law, Spohn shall have the right to select and engage defense counsel and manage the defense for any claim or action brought against the District or

CHRISTUS Health by a third party. The District and CHRISTUS Health shall cooperate with Spohn in Spohn's engagement of legal counsel to defend any such third-party claim or action. Notwithstanding anything in this Section 8.02(b) to the contrary, in the event that representation of Spohn, CHRISTUS Health, and the District by the same counsel to defend any third-party claim or action subject to this Section 8.02(b) would be a conflict of interest for such counsel under the Texas Disciplinary Rules of Professional Conduct then in effect, the District or CHRISTUS Health may require Spohn to select another independent counsel, in consultation with the District or CHRISTUS Health, as appropriate, without relieving Spohn of its obligation to indemnify and defend the District and CHRISTUS Health under this Section 8.02(b). In the event the District, CHRISTUS Health or Spohn becomes aware of a third-party claim or action subject to this Section 8.02(b), such party shall provide the other parties prompt written notice of the claim or action and shall use its best efforts to provide the other parties sufficient information to identify the circumstances of the claim or action. Such notice shall be made as soon as practical from the date of actual notice of the claim or action to the party possessing such knowledge.

For purposes of this Section 8.02(b), "Damages" shall mean judgments, liabilities, fines, penalties, costs, and other amounts or assessments of responsibility, if any, required to be paid or refunded to, or recouped by, any person or entity, governmental authorities or entities or persons acting on behalf or in the name of such governmental entities or authorities, including statutory or other attorneys' fees and similar costs, incurred by the District or CHRISTUS Health related to any claim or action that entitles the District or CHRISTUS Health to the Indemnity pursuant to this Section 8.02(b).

- (c) The provisions of this Section 8.02 shall survive the termination, expiration, or assignment of this Agreement.

#### **ARTICLE IX. TERM AND TERMINATION**

**Section 9.01. Term.** This Agreement shall remain in effect for an initial term of ten (10) years commencing with the Effective Date of the Original Membership Agreement and shall automatically renew for another five (5) year term, unless a party provides ninety (90) days' advance written notice to the other parties of its intent to terminate the Agreement at the end of the initial term. Notwithstanding anything herein to the contrary, this Agreement may be terminated by:

- (a) The mutual agreement of CHRISTUS Health and the District;
- (b) Either party, upon the expiration of thirty (30) days from written notice of election to terminate this Agreement, with or without cause;
- (c) The District, immediately in the event that CHRISTUS Health voluntarily transfers its membership in Spohn in accordance with Section 4.1 of the Bylaws

or if Spohn provides notification to the District pursuant to Section 4.02 of this Agreement;

- (d) CHRISTUS Health, immediately in the event compliance with Section 5.02 or any other provision of this Agreement would cause CHRISTUS Health and/or Spohn to be in material breach, default, or violation of the terms of the CHRISTUS Indenture.

**Section 9.02. Effect of Termination.** In the event of termination pursuant to Section 9.01 of this Agreement, then the Master Agreement, the Lease Agreement, and the Indigent Care Agreement, originally entered between the District and Spohn effective as of September 30, 1996, as amended through September 2012 (together the "1996 Transaction Agreements") shall be immediately reinstated effective upon the expiration or early termination of this Agreement; provided, however, that (i) the 1996 Transaction Agreements shall be further amended upon reinstatement in accordance with that certain Memorandum of Understanding between the District and Spohn dated November 18, 2015, and (ii) reinstatement of the payment provisions under the Indigent Care Agreement for the year of reinstatement shall be contingent upon the District's review of the District's then current fiscal year budget to confirm financial ability to pay under the Indigent Care Agreement for the remainder of such fiscal year. In addition, upon termination of this Agreement pursuant to Section 9.01, the District hereby consents to the amendment of Spohn's Certificate of Formation and Bylaws for the purpose of removing the District as a member of Spohn. The termination of this Agreement under Section 9.01 shall excuse any obligation of the parties to contribute or otherwise fund either Member's financial support under Section 2.03 or distributions to Members, due or payable after the effective date of such termination, but shall not limit any obligations due and payable on a date prior to the effective date of termination.

**Section 9.03. Termination Related to CHRISTUS Indenture.** Spohn and CHRISTUS Health are parties to that certain Master Trust Indenture amended, restated and dated as of July 1, 2007 between CHRISTUS Health, the members of the Obligated Group (as defined under the Master Trust Indenture) and The Bank of New York Mellon Trust Company, N.A., together with various banking and insurance agreements relating to same (collectively, the "CHRISTUS Indenture"). The CHRISTUS Indenture secures certain outstanding debt of CHRISTUS Health and Spohn, and grants a security interest in their gross revenues, and imposes numerous financial and other covenants and requirements on CHRISTUS Health and Spohn and their properties and operations. The parties to this Agreement acknowledge the CHRISTUS Indenture and agree that CHRISTUS Health may terminate this Agreement immediately to the extent (but only to the extent) that application or enforcement of this Agreement would cause a material violation, breach or default under the CHRISTUS Indenture.

## ARTICLE X. MISCELLANEOUS

**Section 10.01. Waivers and Amendments.** Any waiver of any term or condition of this Agreement, or any amendment or modification of this Agreement, shall be effective only if set forth in a written document executed by a duly authorized officer or representative of each of the parties. A waiver of any breach or failure to enforce any of the terms or conditions of this

Agreement shall not in any way affect, limit or waive a party's other rights hereunder at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

**Section 10.02. Notices.** Any notice, request, instruction, demand or other communication to be given hereunder by either party hereto to the other shall be given in writing and shall be delivered either by hand, by telecopy or similar facsimile means (with follow-up hard copy sent by U.S. Mail), or by registered or certified U.S. mail, postage prepaid, return receipt requested, as follows:

- (a) If to Spohn, addressed to:

CHRISTUS Spohn Health System Corporation  
1702 Santa Fe Street  
Corpus Christi, Texas 78404  
Attention: President/CEO  
Telecopy No.: (361) 885-0566  
Telephone No.: (361) 881-3405

With a copy to:

Lance J. Ramsey  
Gjerset & Lorenz, LLP  
2801 Via Fortuna, Suite 500  
Austin, Texas 78746  
Telecopy No.: (512) 899-3939  
Telephone No.: (512) 899-3995

- (b) If to CHRISTUS Health, addressed to:

CHRISTUS Health  
919 Hidden Ridge  
Irving, Texas 75038  
Attention: President  
Telecopy No.: (214) 492-8518  
Telephone No.: (214) 492-8500

With a copy to:

Lance J. Ramsey  
Gjerset & Lorenz, LLP  
2801 Via Fortuna, Suite 500  
Austin, Texas 78746  
Telecopy No.: (512) 899-3939  
Telephone No.: (512) 899-3995

(c) If to District, addressed to:

Nueces County Hospital District  
555 N. Carancahua St., Suite 950  
Corpus Christi, Texas 78401  
Attention: Administrator  
Telecopy No.: (361) 808-3274  
Telephone No.: (361) 808-3300

With a copy to:

William Dewitt Alsup, Esq.  
Alsup and Alsup  
555 North Carancahua St., Suite 1560  
Corpus Christi, Texas 78401  
Telecopy No.: (361) 884-6000  
Telephone No.: (361) 884-6321

and

Gary W. Eiland, Esq.  
King & Spalding LLP  
1100 Louisiana, Suite 4000  
Houston, TX 77002  
Telecopy No.: (713) 751-3290  
Telephone No.: (713) 751-3207

or such other address or number as either party shall have previously designated by written notice given to the other party in the manner hereinabove set forth. Notices shall be deemed given when received, if sent by telecopy or similar facsimile means, and when delivered and receipted for, if mailed or hand-delivered.

**Section 10.03. Headings and Terminology.** The Article and Section headings herein are for convenience only and shall not affect the construction hereof. Unless the context of this Agreement clearly requires otherwise, (a) pronouns, wherever used herein, and whatever gender, shall include natural persons and corporations and associations of every kind and character, (b) the singular shall include the plural and the plural shall include the singular wherever and as often as may be appropriate, (c) the word "includes" or "including" shall mean "including without limitation," (d) the word "or" shall have the inclusive meaning represented by the phrase "and/or," and (e) the words "hereof," "herein," "hereunder," and similar terms in this Agreement shall refer to this Agreement as a whole and not any particular section or article in which such words appear. Unless otherwise stated, references to Sections, Subsections, Paragraphs, Exhibits and Schedules mean Sections, Subsections, Paragraphs, Exhibits and Schedules of and to this Agreement. All accounting terms not specifically defined herein shall be construed in accordance with GAAP. Unless otherwise specified, all references to a specific time of day in this Agreement shall be based upon Central Standard Time or Central Daylight Time, as applicable on the date in question.

**Section 10.04. Parties in Interest; No Third Party Beneficiaries.** This Agreement is made solely for the benefit of Spohn, CHRISTUS Health, and the District and their permitted successors and assigns. This Agreement shall not confer, or be construed to confer, any rights or benefits to any person or entity other than the parties, and no other person shall acquire or have any right under or by virtue of this Agreement.

**Section 10.05. Entire Agreement.** This Agreement (including all Exhibits and Schedules hereto) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, both oral and written, of the parties in connection therewith, except as expressly retained and continued by this Agreement. No covenant or condition not expressed in this Agreement shall affect or be effective to interpret, change, or restrict this Agreement.

**Section 10.06. Severability.** If any term, provision, covenant or condition of this Agreement is held by any court of competent jurisdiction to be invalid, void or unenforceable in any respect, the remainder of such term, provision, covenant or condition in every other respect and the remainder of the terms, provisions, covenants or conditions of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated.

**Section 10.07. Governing Law.** THIS AGREEMENT HAS BEEN EXECUTED IN THE STATE OF TEXAS AND IS TO BE PERFORMED IN NUECES COUNTY, TEXAS, AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES OF AMERICA APPLICABLE TO TRANSACTIONS WITHIN THE STATE OF TEXAS.

**Section 10.08. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns; provided, however, that this Agreement shall not be assignable by Spohn, CHRISTUS Health, or the District to any person (other than a wholly-owned affiliate) without the express prior written consent of the other parties. No such assignment shall relieve the assigning party of any of its obligations hereunder, and the assigning party shall remain fully liable hereunder.

**Section 10.09. Counterparts.** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 10.10. Dispute Resolution.** The term "Dispute" means any and all questions, claims, controversies, or disputes arising out of or relating to this Agreement, including the validity, construction, meaning, performance, effect, or breach of this Agreement.

- (a) Except as otherwise provided herein, in the event of a Dispute, the parties acknowledge and agree that they may seek recourse only for (i) temporary or preliminary injunctive relief or (ii) to toll any applicable statute of limitations relating to the matter in dispute, to the courts having jurisdiction thereof, and if any relief other than injunctive relief or the tolling of the statute of limitations is sought, the parties shall promptly, amicably, and in good faith attempt to resolve the Dispute through negotiations. A disputing party shall give written notice of

the Dispute to the other applicable party(ies) that shall contain a brief statement of the nature of the Dispute ("Notice of Dispute"). If the parties are unable to resolve the Dispute within thirty (30) days of receipt of Notice of Dispute, the parties shall submit the Dispute to mediation as set forth below.

- (b) In the event negotiation is unsuccessful, any party wishing to commence mediation shall send a written notice of intent to mediate to the other party(ies), specifying in detail the nature of the Dispute and proposing a resolution thereof ("Mediation Notice"). Within fifteen (15) days after such Mediation Notice is received by the other party(ies), if the parties cannot agree on a proposed mediator, one shall be appointed in accordance with the rules and procedures of the American Health Lawyers Association ("AHLA"). Each party shall designate no more than three (3) representatives who shall meet with the mediator to mediate the Dispute. Mediation shall be commenced as soon as reasonably possible. The mediator shall be a person having no conflict of interest with a party. The mediation shall be conducted in Corpus, Christi, Texas, or at such other venue as agreed to by the parties, and shall be non-binding. Subject to the Texas Public Information Act, Texas Open Meetings Act, and other applicable law, any non-binding mediation conducted under the terms of this Section shall be confidential within the meaning of Texas law. The cost of the mediation shall be borne equally by the parties, except for expenses of the individual parties. The mediation must be conducted and completed within thirty (30) days of the date of the Mediation Notice. Should the mediation not achieve a solution agreeable to the applicable parties, the parties must proceed with arbitration as set forth below.
- (c) Mediation shall be a prerequisite to arbitration. If unsuccessful in resolving an issue submitted to mediation as outlined above, the applicable parties shall resolve such Dispute by binding arbitration in accordance with the provisions set forth below. Arbitration shall be conducted in Corpus Christi, Texas, or at such other venue as agreed to by the parties, in accordance with this Section of the Agreement and the rules and procedures of the AHLA. This matter shall be heard and decided, and awards rendered by a panel of three (3) Arbitrators (collectively, the "Arbitration Panel") within one hundred and eighty (180) days of the date a party delivers written notice ("Arbitration Notice") to the other party to this Agreement of its intention to resolve a matter by arbitration pursuant to this Section 10.10(c). Within twenty (20) business days of the date that the Arbitration Notice is received by the addressee, each party to arbitration shall select one Arbitrator from the panel of AHLA's arbitrators and such party-appointed Arbitrators shall select a third Arbitrator from the panel of AHLA arbitrators within thirty (30) business days after the date that the Arbitration Notice is received by the addressee. If the Party-appointed Arbitrators cannot agree within a reasonable period of time on the third, neutral arbitrator, then AHLA will select such third arbitrator. The arbitrators selected pursuant to this Section 10.10(c) shall be qualified by training, education, and experience to rule on the issues presented. In the event a party files suit for the purpose of tolling the statute of limitations, the parties intend that the court in which such suit is filed shall be bound by the Arbitrator's determination on the subject matter being arbitrated.

The award rendered by the Arbitration Panel shall be final and binding as between the parties hereto and their successors and assigns, and judgment on the award may be entered by any court having jurisdiction thereof.

**Section 10.11. Consent to Jurisdiction.** Any legal action, suit or proceeding in law or equity arising out of or relating to this Agreement and the transactions contemplated hereby may be instituted in any state court in Nueces County, Texas or federal court in Nueces County, Texas.

*[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Agreement effective as of the date first written above.

**CHRISTUS SPOHN HEALTH SYSTEM CORPORATION**

By: *Pamela S. Robertson*  
Pamela S. Robertson, Chief Executive Officer

**CHRISTUS HEALTH**

By: *Ernie Sadau*  
Ernie Sadau, Chief Executive Officer

**NUECES COUNTY HOSPITAL DISTRICT**

By: *Jonny F. Hipp*  
Jonny F. Hipp, Administrator/Chief Executive Officer

**APPROVED BY THE NUECES COUNTY COMMISSIONERS COURT**

By: *Samuel L. Neal, Jr.*  
Samuel L. Neal, Jr., County Judge



Attest:

*Kara Sands*  
Kara Sands  
Nueces County Clerk

119189

**IN THE MATTER OF NUECES COUNTY HOSPITAL DISTRICT**

**DOCKET # CBCA-7792-FEMA**

Arbitration Agreement

This agreement (hereinafter referred to as the "Arbitration Agreement"), is entered into on the 7<sup>th</sup> day of August, 2023, by and between the Federal Emergency Management Agency (hereinafter referred to as "FEMA" or the "Agency"), the Texas Division of Emergency Management (the "State"), and Nueces County Hospital District (the "Applicant"), collectively the "Parties", as follows:

WITNESSETH that:

WHEREAS, the Applicant sought arbitration before the Civilian Board of Contract Appeals ("CBCA") in the matter identified as CBCA 7792-FEMA, *In the Matter of Nueces County Hospital District*, to resolve a dispute arising out of the Applicant's request for a Public Assistance grant under the Robert T. Stafford Disaster Relief and Emergency Assistance Act ("Stafford Act"), 42 U.S.C. § 5172, for claimed reimbursement for the contract costs associated with consulting, project management, data, analytics, and strategic planning during COVID-19 for vaccination distribution.

WHEREAS, FEMA, the State, and the Applicant have agreed to resolve this arbitration matter under the terms set forth in this Arbitration Agreement.

NOW THEREFORE, in consideration of the foregoing, FEMA, the State, and the Applicant agree to resolve CBCA 7792-FEMA as follows:

1. The recitals above are ratified, confirmed, adopted, and incorporated as though specifically set forth below.
2. This Arbitration Agreement is not a deviation from FEMA practice or policies.
3. This Arbitration Agreement creates no precedent, nor does it create authority from which Applicant can cite to.
4. FEMA agrees to issue a version to Project Worksheet 00676 under FEMA-4485-DR-TX to obligate funding to reimburse the Applicant for the contract costs associated with consulting, project management, data, analytics, and strategic planning during COVID-19 for vaccination distribution, totaling \$503,127.00.
5. FEMA agrees to obligate the PW version as expeditiously as possible.
6. The statutes, rules, regulations, policies, and procedures that relate to and govern FEMA Public Assistance grants applies to the grant that is the subject of this Arbitration Agreement and this Arbitration Agreement does not negate or otherwise set aside any statute, regulation, policy, or procedure to which a Stafford Act grant is otherwise subject.
7. The Parties agree to each bear their own attorneys' fees, costs, and expenses related to the dispute and CBCA 7792-FEMA.
8. The terms of this Arbitration Agreement are in full and final resolution and



satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature against FEMA based on, arising from, and by reason of any and all known and unknown injuries, foreseen and unforeseen, that the Applicant now has or hereafter may acquire against FEMA, its agents, servants, and employees, resulting, or to result, from FEMA action that is the subject of, or in any way related to the dispute in CBCA 7792-FEMA; and, the Applicant forever waives all rights to bring any actions, claims, demands, and causes of action of whatsoever kind and nature against FEMA related CBCA 7792-FEMA. Nothing in this paragraph, however, shall be construed as a release by Applicant of any action, claim or demand for funding or reimbursement that falls outside of the dispute in CBCA 7792-FEMA.

9. The terms of the numbered paragraphs of this Arbitration Agreement constitute the entire Arbitration Agreement of the Parties, and no statement, remark, agreement, or understanding, oral or written, that is not contained herein shall be recognized or enforced.

10. In consideration of the terms set forth above the parties agree that the arbitration before the CBCA is resolved and the Applicant hereby agrees that within three days of the execution of this Arbitration Agreement, the Applicant will file a request with the CBCA to voluntarily dismiss CBCA 7792-FEMA without prejudice.

11. This Arbitration Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Arbitration Agreement as of the date indicated below:

WILLIAM C  
HAGMAIER

Digitally signed by WILLIAM C  
HAGMAIER  
Date: 2023.08.19 16:19:06 -04'00'

8/19/2023

Colt Hagmaier  
Federal Emergency Management Agency  
Acting Assistant Administrator - Recovery Directorate  
Office of Response and Recovery

Date



09/18/2023

W. Nim Kidd  
State of Texas Authorized Representative

Date



08/07/2023

Johnny Hipp  
Nueces County Hospital District Authorized Representative

Date

**PAYMENT OF FUNDS REQUEST FORM**

|                                 |                        |
|---------------------------------|------------------------|
| <b>Subrecipient Name</b>        | <b>Grant Program</b>   |
| Nueces County Hospital District | Public Assistance (PA) |
| <b>Disaster Number</b>          | <b>Project Number</b>  |
| FEMA-4485-DR-TX                 | 674808                 |

**Payments can be requested under the following conditions (select one):**

- Funds are needed to pay for approved project scope of work before supporting documentation is available compiled due to a hardship. The subrecipient will be required to provide TDEM with a letter that justifies the hardship and a spend plan. The spend plan will detail amount of funds requested for the next 30 to 60 days, timeline to expend the funds, and eligible cost to be covered by the funds. To ensure proper use of funds this will be monitored by TDEM to ensure compliance with the spend plan.
- Funds are needed to pay eligible cost of approved project scope of work based on received invoices and/or supporting documentation, but the subrecipient is unable to pay due to a hardship. The subrecipient will be required to provide TDEM with a letter that justifies the hardship, and the invoices and/or supporting documentation of cost incurred. To ensure proper use of funds the subrecipient will be required to provide proper supporting documentation to TDEM that the funds were expended within 30 days of receiving the funds.
- Funds are needed to pay eligible cost of approved project scope of work paid by the subrecipient based on received invoices and or other supporting documentation. The subrecipient will be required to provide proper supporting documentation to TDEM for the cost. I understand that any part of this payment that is not expended within the scope of the project will be refunded to the Texas Division of Emergency Management within 30 days of receiving the deobligation notice. In addition, to support this claim, I have included supporting documentation for the requested amount.

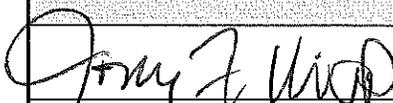
| Work Type  | Total of Subrecipient Eligible Costs | Supporting Documentation Attached? |
|--|--------------------------------------|------------------------------------|
| Force Account Labor (FAL)                                      |                                      |                                    |
| Force Account Equipment (FAE)                                  |                                      |                                    |
| Materials  |                                      |                                    |
| Contract Costs   | \$ 385,000.00                        | Yes                                |
| Lease/Rental Costs   |                                      |                                    |
| Administrative Costs (DAC / Management and Indirect Costs)     |                                      |                                    |
| Other Costs  |                                      |                                    |
| <b>404 HMGP and PDM Only</b>                                   |                                      |                                    |
| Cost of Property Acquisition                                   |                                      |                                    |
| Individual Safe Rooms (Capped at \$6,000.00 total per shelter) |                                      |                                    |
| Safe Room Admin Fee (5%/\$100 per shelter)                     |                                      |                                    |
| <b>GRAND TOTAL OF REQUEST:</b>                                 | <b>\$ 385,000.00</b>                 |                                    |

This form does not list all work types, if the types listed do not represent the work performed, please input those as "Other Costs" and provide additional summaries for each type of work performed.

**Subrecipient Comments**

Accenture Invoices 9995331106, 9995331588, 1100738506, 1100741256, 1100745183, 1100748143, 1100735106, 1100735113. See attached.

**Signature Block**

  
 Signature of Subrecipient's Agent

**Johnny Hipp** 09/25/2023  
 Printed Name of Subrecipient's Agent Date (MM/DD/YYYY)

Nueces County Hospital District

Chief Executive Officer 361-808-3300

Name of Jurisdiction

Subrecipient's Agent's Title Subrecipient's Agent's Phone Number

555 N. Carancahua St., Suite 950

Corpus Christi, TX 78401

Mailing Address

City, State, ZIP Code

**PAYMENT OF FUNDS REQUEST FORM**

|                                 |                        |
|---------------------------------|------------------------|
| <b>Subrecipient Name</b>        | <b>Grant Program</b>   |
| Nueces County Hospital District | Public Assistance (PA) |
| <b>Disaster Number</b>          | <b>Project Number</b>  |
| FEMA-4485-DR-TX                 | 674808                 |

**Payments can be requested under the following conditions (select one):**

- Funds are needed to pay for approved project scope of work before supporting documentation is available compiled due to a hardship. The subrecipient will be required to provide TDEM with a letter that justifies the hardship and a spend plan. The spend plan will detail amount of funds requested for the next 30 to 60 days, timeline to expend the funds, and eligible cost to be covered by the funds. To ensure proper use of funds this will be monitored by TDEM to ensure compliance with the spend plan.
- Funds are needed to pay eligible cost of approved project scope of work based on received invoices and/or supporting documentation, but the subrecipient is unable to pay due to a hardship. The subrecipient will be required to provide TDEM with a letter that justifies the hardship, and the invoices and/or supporting documentation of cost incurred. To ensure proper use of funds the subrecipient will be required to provide proper supporting documentation to TDEM that the funds were expended within 30 days of receiving the funds.
- Funds are needed to pay eligible cost of approved project scope of work paid by the subrecipient based on received invoices and or other supporting documentation. The subrecipient will be required to provide proper supporting documentation to TDEM for the cost. I understand that any part of this payment that is not expended within the scope of the project will be refunded to the Texas Division of Emergency Management within 30 days of receiving the deobligation notice. In addition, to support this claim, I have included supporting documentation for the requested amount.

| Work Type  | Total of Subrecipient Eligible Costs | Supporting Documentation Attached? |
|--|--------------------------------------|------------------------------------|
| Force Account Labor (FAL)                                      |                                      |                                    |
| Force Account Equipment (FAE)                                  |                                      |                                    |
| Materials  |                                      |                                    |
| Contract Costs   | \$ 118,127.00                        | Yes                                |
| Lease/Rental Costs   |                                      |                                    |
| Administrative Costs (DAC / Management and Indirect Costs)     |                                      |                                    |
| Other Costs  |                                      |                                    |
| <b>404 HMGP and PDM Only</b>                                   |                                      |                                    |
| Cost of Property Acquisition                                   |                                      |                                    |
| Individual Safe Rooms (Capped at \$6,000.00 total per shelter) |                                      |                                    |
| Safe Room Admin Fee (5%/\$100 per shelter)                     |                                      |                                    |
| <b>GRAND TOTAL OF REQUEST:</b>                                 | <b>\$ 118,127.00</b>                 |                                    |

This form does not list all work types, if the types listed do not represent the work performed, please input those as "Other Costs" and provide additional summaries for each type of work performed.

**Subrecipient Comments**

Texas Health Institute Invoices 1, 2, 3, 4. See attached.

**Signature Block**

  
 Signature of Subrecipient's Agent

**Johnny Hipp** 09/25/2023  
 Printed Name of Subrecipient's Agent Date (MM/DD/YYYY)

Nueces County Hospital District

Chief Executive Officer 361-808-3300

Name of Jurisdiction

Subrecipient's Agent's Title

Subrecipient's Agent's Phone Number

555 N. Carancahua St., Suite 950

Corpus Christi, TX 78401

Mailing Address

City, State, ZIP Code

## PERSONAL SERVICES CONTRACT

THIS CONTRACT FOR PERSONAL SERVICES is made by and between Nueces County Hospital District (the "Hospital District" or "District") and Patricia A. Shipton, (the "Contractor") for the purpose of contracting for 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 consulting services relating to Texas legislative, regulatory, agency, departmental, and state-provided funding matters when the Legislature is not in Session as described in Attachment B - Services to be Provided by Contractor; and

**WHEREAS**, notwithstanding the foregoing recital, the Hospital District's primary objective under this Contract is to identify state-provided funding and the secondary objectives are to represent the Hospital District's interests when the Legislature is not in Session, each as described in Attachment B - Services to be Provided by Contractor.

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

Page 1 of 16

## **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 attached hereto and made part thereof of this Contract.

### **ARTICLE 2 CONTRACT PERIOD**

This Contract shall begin on October 1, 2023 and shall terminate at the close of business on March 31, 2024, 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 Fifteen Thousand Dollars (\$15,000), 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 at Two Thousand Five Hundred Dollars (\$2,500) per month through March of 2024. 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 progress reports stating the status and description of the work accomplished during the billing period; the invoices and reports shall be sent directly to the Administrator, the District's representative under this Contract.

Page 2 of 16

If requested by the Hospital District, 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 if 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 reasonable expenses incurred relative to the Contractor's duties, including travel expense, long distance telephone calls, special mailing, and delivery expenses.

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

Page 5 of 16

**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.

Page 6 of 16

All reports, whether preliminary or final, shall be submitted to the Administrator. 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 member 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 March 31, 2024 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 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. In particular, 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 warrant 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 of an interest adverse to or conflicting with any interest of the Hospital District or any of its departments, boards,

Page 11 of 16

NUECES COUNTY HOSPITAL DISTRICT  
PERSONAL SERVICES CONTRACT  
WITH PATRICIA A. SHIPTON FOR  
NON-SESSION CONSULTING SERVICES

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 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 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

**CONTRACTOR**

Patricia A. Shipton  
919 Congress Ave., Suite 1030  
Austin, Texas 78701

**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 October 1, 2023

**NUECES COUNTY HOSPITAL DISTRICT**

By: Jonny F. Hipp  
Jonny F. Hipp  
Administrator/CEO

Digitally signed by Jonny F. Hipp  
DN: cn=Jonny F. Hipp, o=Nueces  
County Hospital District,  
ou=Administration,  
email=jonny.hipp@nchdcc.org, c=US  
Date: 2023.09.28 16:29:52 -05'00'

Date: 09/28/2023

**CONTRACTOR**

By: Patricia A. Shipton  
Patricia A. Shipton

Date: 10.3.2023

**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**

1. Provide overall direction and day-to-day coordination, clarification, and information about the Hospital District's Texas legislative, regulatory, agency, and departmental, and state-funding objectives when the Legislature is not in Session.

**ATTACHMENT B**  
**SERVICES TO BE PROVIDED BY CONTRACTOR**

The Hospital District's primary objective under this Contract is to identify state-provided funding as described below. The secondary objectives are to represent the interests of the Hospital District.

When the Texas Legislature is not in Session:

**A. Primary Objectives:**

1. Research and identify state regulatory, agency, department, and other state-provided funding opportunities relating to public health services, mental health services, and emergency medical services.
2. Research and identify state regulatory, agency, department, and other state-provided funding opportunities relating to diversion of persons from jails and other detention facilities, including, but not necessarily limited to the following programs or services: Crisis Intervention, Jail Diversion, Mobile Crisis Outreach, Jail-Based Competency Restoration, Walk-In Crisis Intervention, and Forensic Assertive Community Treatment.

**B. Secondary Objectives:**

1. Represent the interests and concerns of the Hospital District to lawmakers in both houses of the Legislature and their staff.
2. Represent the interests and concerns of the Hospital District to Texas regulators, agencies, departments, and state entities providing funding and their heads and staff.
3. Monitor proposed rules and persuade state regulators, agencies, and departments to write and support rules that benefit the Hospital District.
4. Monitor proposed legislation, amendments, budget, and rule-making discussions relevant to the Hospital District.
5. Monitor of legislative committee hearings, interim committee meetings, rule-making hearings, studies underway, and notices of legislation being proposed that are relevant to the Hospital District.
6. Inform heads and staff of state regulators, agencies, and departments as needed regarding the Hospital District's priorities.
7. Utilize existing relationships with lawmakers and their staff, as well as state regulatory, agency, and departments heads and staff, to further the interests of the Hospital District.
8. Provide guidance on defeating, supporting, or amending regulatory, agency, and department rule proposals as necessary to preserve and protect the interests of the Hospital District.

9. Provide updates to the Hospital District on issues of interest or concern to the District.
10. Assist and advise the Board and Administrator with preparation of verbal and written comments on rules proposed by state regulators, agencies, and departments and consult regarding the District's communication efforts.
11. Provide briefings as needed to the Board and Administrator regarding any action taken at interim committee meetings, rule-making hearings, studies underway, and notice of legislation or action being proposed that affects the interest's Hospital District.
12. Monitor interim committee meetings, rule-making hearings, and studies underway relating to public health services, mental health services, and emergency medical services.
13. Monitor interim committee meetings, rule-making hearings, and studies underway relating to diversion of persons from jails and other detention facilities, including, but not necessarily limited to the following programs or services: Crisis Intervention, Jail Diversion, Mobile Crisis Outreach, Jail-Based Competency Restoration, Walk-In Crisis Intervention, and Forensic Assertive Community Treatment.
14. Monitor interim committee meetings, rule-making hearings, and studies underway relating to the Hospital District including, but not necessarily limited to the following: Indigent Health Care, Legislative Expansions and Mandates Affecting Hospital Districts, Intergovernmental Transfers, Hospital District Property Taxes , Hospital District Finances, Use of Hospital District Funds, Eminent Domain, Board appointments, terms, qualifications for office, and removal, Medicaid, Medicaid Supplemental Payment Programs, Supplemental Payment Programs sponsored by the Texas Health and Human Services Commission, Tax Increment Financing, Bonds and Certificates of Obligation, Alternative Debt Financing Methods, and Sale of Real Property.

# # #

## PERSONAL SERVICES CONTRACT

THIS CONTRACT FOR PERSONAL SERVICES is made by and between Nueces County Hospital District (the “Hospital District” or “District”) and Joel J. Romo, (the “Contractor”) for the purpose of contracting for 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 consulting services relating to Texas legislative, regulatory, agency, departmental, and state-provided funding matters when the Legislature is not in Session as described in Attachment B - Services to be Provided by Contractor; and

**WHEREAS**, notwithstanding the foregoing recital, the Hospital District’s primary objective under this Contract is to identify state-provided funding and the secondary objectives are to represent the Hospital District’s interests when the Legislature is not in Session, each as described in Attachment B - Services to be Provided by Contractor.

**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 attached hereto and made part thereof of this Contract.

**ARTICLE 2  
CONTRACT PERIOD**

This Contract shall begin on October 1, 2023 and shall terminate at the close of business on March 31, 2024, 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 Fifteen Thousand Dollars (\$15,000), 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 at Two Thousand Five Hundred Dollars (\$2,500) per month through March of 2024. 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 progress reports stating the status and description of the work accomplished during the billing period; the invoices and reports shall be sent directly to the Administrator, the District's representative under this Contract.

If requested by the Hospital District, 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 if 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 reasonable expenses incurred relative to the Contractor's duties, including travel expense, long distance telephone calls, special mailing, and delivery expenses.

**The Hospital District assumes no liability for work performed or costs incurred prior to the effective date of this Contract 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. 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 member 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 March 31, 2024 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 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. In particular, 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.

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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.

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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.

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**AUTHORITY TO ACT AS LOBBYIST**

Contractor warrant 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 of an interest adverse to or conflicting with any interest of the Hospital District or any of its departments, boards,

employees or appointed and officials, has been fully disclosed in writing to the District. Contractor must provide the District with a list of any clients or business associates of the Contractor 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 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

**CONTRACTOR**

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

**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 October 1, 2023

**NUECES COUNTY HOSPITAL DISTRICT**

**CONTRACTOR**

By: \_\_\_\_\_  
Jonny F. Hipp  
Administrator/CEO

By: \_\_\_\_\_  
Joel J. Romo

Date: 09/28/2023

Date: \_\_\_\_\_

**List of Attachments:**

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

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**SERVICES TO BE PROVIDED BY HOSPITAL DISTRICT**

1. Provide overall direction and day-to-day coordination, clarification, and information about the Hospital District's Texas legislative, regulatory, agency, and departmental, and state-funding objectives when the Legislature is not in Session.

**ATTACHMENT B**  
**SERVICES TO BE PROVIDED BY CONTRACTOR**

The Hospital District's primary objective under this Contract is to identify state-provided funding as described below. The secondary objectives are to represent the interests of the Hospital District.

When the Texas Legislature is not in Session:

**A. Primary Objectives:**

1. Research and identify state regulatory, agency, department, and other state-provided funding opportunities relating to public health services, mental health services, and emergency medical services.
2. Research and identify state regulatory, agency, department, and other state-provided funding opportunities relating to diversion of persons from jails and other detention facilities, including, but not necessarily limited to the following programs or services: Crisis Intervention, Jail Diversion, Mobile Crisis Outreach, Jail-Based Competency Restoration, Walk-In Crisis Intervention, and Forensic Assertive Community Treatment.

**B. Secondary Objectives:**

1. Represent the interests and concerns of the Hospital District to lawmakers in both houses of the Legislature and their staff.
2. Represent the interests and concerns of the Hospital District to Texas regulators, agencies, departments, and state entities providing funding and their heads and staff.
3. Monitor proposed rules and persuade state regulators, agencies, and departments to write and support rules that benefit the Hospital District.
4. Monitor proposed legislation, amendments, budget, and rule-making discussions relevant to the Hospital District.
5. Monitor of legislative committee hearings, interim committee meetings, rule-making hearings, studies underway, and notices of legislation being proposed that are relevant to the Hospital District.
6. Inform heads and staff of state regulators, agencies, and departments as needed regarding the Hospital District's priorities.
7. Utilize existing relationships with lawmakers and their staff, as well as state regulatory, agency, and departments heads and staff, to further the interests of the Hospital District.
8. Provide guidance on defeating, supporting, or amending regulatory, agency, and department rule proposals as necessary to preserve and protect the interests of the Hospital District.

9. Provide updates to the Hospital District on issues of interest or concern to the District.
10. Assist and advise the Board and Administrator with preparation of verbal and written comments on rules proposed by state regulators, agencies, and departments and consult regarding the District's communication efforts.
11. Provide briefings as needed to the Board and Administrator regarding any action taken at interim committee meetings, rule-making hearings, studies underway, and notice of legislation or action being proposed that affects the interest's Hospital District.
12. Monitor interim committee meetings, rule-making hearings, and studies underway relating to public health services, mental health services, and emergency medical services.
13. Monitor interim committee meetings, rule-making hearings, and studies underway relating to diversion of persons from jails and other detention facilities, including, but not necessarily limited to the following programs or services: Crisis Intervention, Jail Diversion, Mobile Crisis Outreach, Jail-Based Competency Restoration, Walk-In Crisis Intervention, and Forensic Assertive Community Treatment.
14. Monitor interim committee meetings, rule-making hearings, and studies underway relating to the Hospital District including, but not necessarily limited to the following: Indigent Health Care, Legislative Expansions and Mandates Affecting Hospital Districts, Intergovernmental Transfers, Hospital District Property Taxes , Hospital District Finances, Use of Hospital District Funds, Eminent Domain, Board appointments, terms, qualifications for office, and removal, Medicaid, Medicaid Supplemental Payment Programs, Supplemental Payment Programs sponsored by the Texas Health and Human Services Commission, Tax Increment Financing, Bonds and Certificates of Obligation, Alternative Debt Financing Methods, and Sale of Real Property.

# # #

**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 October 1, 2023

**NUECES COUNTY HOSPITAL DISTRICT**

**CONTRACTOR**

By: Jonny F. Hipp  
Jonny F. Hipp  
Administrator/CEO

Digitally signed by Jonny F. Hipp  
DN: cn=Jonny F. Hipp, o=Nueces County  
Hospital District, ou=Administration,  
email=jonny.hipp@nchdccc.org, c=US  
Date: 2023.09.28 16:27:06 -0500

By: Joel J. Romo  
Joel J. Romo

Date: 09/28/2023

Date: 9/30/23

**List of Attachments:**

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