

Exhibit “A”

WSHD Treasurers Report and Supporting Documents

Reporting Date: Wednesday, July 18, 2018

Pending Expenses	For	Amount	Funds Summary	Totals
Benckenstein & Oxford	Inv # 49016 (Apr 2018)	\$26,499.63	Prosperity Operating	\$371,355.57
Hubert Oxford	1/2 Legal Retainer	\$500.00	Interbank (Prepaid Interest)	\$372,722.14
Josh Heinz	1/2 Legal Retainer	\$500.00	Prosperity CD	\$105,343.58
David Sticker	Inv #	\$1,406.25	TexStar	\$678,497.88
American Education Services	S Stern-Student Loan	\$150.11	Post Oak Bank LOC (Available)	\$1,640,991.29
Dept Of Education. FedLoan	H Redwine-Student Loan	\$948.36	Net Cash Position (less Interbank)	\$2,490,412.58
Function 4 (Contract)	Copier Inv #		Pending Expenses	(\$49,170.25)
Indigent Healthcare Solutions	IC Inv #	\$1,059.00	Ending Balance	\$2,441,242.33
Last Month				
Brookshire Brothers	Indigent Care	\$5,896.39	Prosperity Operating	\$807,392.89
Wilcox Pharmacy	Indigent Care	\$1,352.84	Interbank	\$492,334.68
UTMB at Galveston	Indigent Care	\$5,197.24	Prosperity CD	\$105,343.58
UTMB Faculty Group	Indigent Care	\$2,592.93	TexStar	\$664,322.58
Stace Farrow (Youth Counselor)		\$1,317.50	Post Oak Bank LOC (Available)	\$495,962.90
Lisa Rae Photo & Web	Web Servies	\$100.00	Net Cash Position	\$1,570,700.89
CNA Surety	C SB, G, GV, MM Bond Renewals	\$1,650.00	Pending Expenses	(\$410,763.88)
			Ending Balance	\$1,159,937.01

Total Pending Expenses **\$49,170.25**

Expenses Incured Since Last Meeting	For	Amount
ECISD	ACH-	\$15,000.00
Function 4 (Lease)	ACH Copier	\$133.42
Time Warner Cable	ACH-Phone/Internet	\$192.06
Prosperity Bank	ACH Credit Card	\$3,799.98
6/29 Salt Creek Capital	Ln 12 Int & Princip	\$483,743.80
6/29 Salt Creek Capital	Ln 13 Int	\$88,794.05
5/30 Post Oak	LOC Int (Apr 2018)	\$5,969.26
6/29 Post Oak Bank	Principle PO LOC	\$700,000.00
Total Expenses Incured Since Last Meeting		\$1,297,632.57

Upcoming Transactions	For	Anticipated Date	Income	Expenses	Running Balance
MCOs	QIPP, June 2018 Comp. 1 Pmt.	7/20/2018-7/24/2018	\$762,633.68		
Salt Creek Capital	Loan 12-Principle and Interest (Month 9/10)	7/29/2018		(\$483,743.80)	
Salt Creek Capital	Loan 13-Interest (Month 2/10)	7/29/2018		(\$88,794.05)	
MCOs	QIPP 2, 2nd Qtr. Comps 2, 3, & Lapse Funds	7/31/2018	\$2,035,378.15		
LTC Group	May 2018, June 2018, and July 2018	7/31/2018		(\$324,900.00)	
Nursing Facilities	QIPP 2, 2nd Qtr. Comps 2, 3, & Lapse Funds	8/1/2018		(\$1,017,689.08)	
Nursing Facilities	QIPP 1, Component 1-April, May, June 2018 Equalization Payments	8/1/2018		(\$45,193.66)	
*Post Oak Bank	Loc Interest	8/6/2018		(\$5,000.00)	
Post Oak Bank	Principle PO LOC	8/6/2016		(\$292,155.48)	
Total Upcoming Expenses			\$8,350,200.71	(\$7,424,028.75)	\$1,085,636.19

July 18, 2018 Report

Outstanding Short Term Revenue Notes					
Loan 12-Principle	\$2,765,389.00				
Interest	16.80%				
Fund Received	11/1/2017				
	Date	Balance	Interest	Principal	Payment
	11/1/2017	\$2,765,389.00	-	-	-
	12/1/2017	\$2,765,389.00	\$38,715.45	\$0.00	\$38,715.45
	1/1/2018	\$2,765,389.00	\$38,715.45	\$0.00	\$38,715.45
	2/1/2018	\$2,765,389.00	\$38,715.45	\$0.00	\$38,715.45
	3/1/2018	\$2,765,389.00	\$38,715.45	\$0.00	\$38,715.45
	4/1/2018	\$2,320,360.65	\$38,715.45	\$445,028.35	\$483,743.80
	5/1/2018	\$1,869,101.90	\$32,485.05	\$451,258.75	\$483,743.80
	6/1/2018	\$1,411,525.53	\$26,167.43	\$457,576.37	\$483,743.80
	7/1/2018	\$947,543.09	\$19,761.36	\$463,982.44	\$483,743.80
	8/1/2018	\$477,064.89	\$13,265.60	\$470,478.20	\$483,743.80
	9/1/2018	\$0.00	\$6,678.91	\$477,064.89	\$483,743.80
			\$291,935.60	\$2,765,389.00	\$3,057,324.60

Outstanding Short Term Revenue Notes					
Loan 13-Principle	\$6,342,431.99				
Interest	16.80%				
Fund Received	5/29/2018				
	Date	Balance	Interest	Principal	Payment
	6/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
	7/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
	8/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
	9/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
	10/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
	11/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
	12/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
	1/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
	2/29/2019	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
	3/29/2019	\$0.00	\$88,795.05	\$6,342,431.99	\$6,431,227.04
			\$887,950.50	\$6,342,431.99	\$7,141,587.44

Post Oak Bank Line of Credit				
Principle	\$2,700,000.00			
Interest	3.25%			
Line of Credit Available	7/12/2017			
Date	Balance	Interest	Principal	Notes
7/12/2017	\$2,691,582.00	\$0.00	(\$2,691,582.00)	IGT made for MPAP 3
8/4/2018	\$43,280.00	\$6,560.73	\$0.00	Interest Payment
8/22/2017	\$2,691,582.00	\$0.00	\$2,691,582.00	LOC pmt. with MPAP 3 IGT Funds
9/5/2017	\$2,691,582.00	\$3,644.85	0	Repmt. of LOC for MPAP 3 IGT adv.
10/24/2017	\$421,500.00	\$0.00	(\$421,500.00)	Loan 10 Principle Pmt.
11/1/2017	\$2,421,500.00	\$0.00	(\$2,000,000.00)	Principle Payment
12/7/2017	\$2,421,500.00	\$8,174.27	\$0.00	Interest Payment
1/8/2018	\$2,421,500.00	\$6,776.86	\$0.00	Interest Payment
1/30/2018	\$2,421,500.00	\$6,776.83	\$0.00	Interest Payment
2/22/2018	\$2,000,000.00	\$0.00	\$421,500.00	Repmt. of LOC for Loan 10 adv.
2/27/2018	\$2,000,000.00	\$6,121.02	\$0.00	Interest Payment
3/1/2018	\$2,000,000.00	\$5,102.54	\$0.00	Interest Payment
5/3/2018	\$2,445,028.35	\$6,983.54	\$0.00	Interest payment
5/3/2018	\$2,204,037.06	\$0.00	\$240,991.29	Repmt. of LOC
5/30/2018	\$2,204,037.06	\$6,081.22	\$0.00	Interest payment
6/25/2018	\$2,204,037.06	\$5,969.26	\$0.00	Current Balance
6/29/2018	\$1,004,037.06		\$300,000.00	Repmt. of LOC
6/29/2018	\$1,504,037.06		\$400,000.00	Repmt. of LOC
		\$62,191.12	(\$1,059,008.71)	

District's Investments					
	Amount	Percentage	From	To	Interest
*CD at Post Oak Bank C.D. #9503	\$2,733,749.99	1.25%	6/1/2018	6/30/2018	\$2,812.50
CD at Prosperity (Qtr.) C.D. #0447	\$105,343.58	0.75%	6/1/2018	6/30/2018	\$192.30
Texstar C.D. #1110	\$678,497.88	1.83%	6/1/2018	6/30/2018	\$999.30

*Interest earned since June 2017-\$32,270.54

TO THE BEST OF MY KNOWLEDGE, THESE FIGURES IN THE WSDH TREASURER'S REPORT AND SUPPORTING DOCUMENTS CORRECT AND IN COMPLIANCE WITH THE

Edward Murrell,
President

Date

Anthony Stramecki,
Treasurer/Investment Officer

Date

Winnie-Stowell Hospital District
Balance Sheet
 As of June 30, 2018

	Jun 30, 18
ASSETS	
Current Assets	
Checking/Savings	
100 Prosperity Bank -Checking	342,342.36
102 Prosperity Bank - CD#0447	105,343.58
104 Post Oak Bank - CD#9053	2,700,000.00
105 TexStar	665,321.88
107 Graham InterBank combined	
107.01b GIB 0228 DACA	372,722.14
Total 107 Graham InterBank combined	372,722.14
108 Post Oak NHs Combined	2,963,136.60
Total Checking/Savings	7,148,866.56
Other Current Assets	
110 Sales Tax Receivable	116,206.43
114 Accounts Receivable NH	18,753,634.52
117 NH - QIPP Prog Receivable	2,999,565.37
118 Prepaid Expense	3,775.00
119 Prepaid IGT	7,924,095.85
Total Other Current Assets	29,797,277.17
Total Current Assets	36,946,143.73
Fixed Assets	
120 Equipment	140,654.96
125 Accumulated Depreciation	-113,810.64
Total Fixed Assets	26,844.32
TOTAL ASSETS	36,972,988.05
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
190 NH Payables Combined	2,963,773.58
201 NHP Accounts Payable	1,157,468.72
201.1 NH Payable - LTC	216,620.00
210.12 Loan Payable #12 QIPP	947,543.09
210.13 Loan Payable #13 QIPP 2	6,342,431.99
210.50 Loan Post Oak #2 QIPP	1,504,037.06
225 FUTA Tax Payable	112.00
230 SUTA Tax Payable	251.31
235 Payroll Liabilities	2,092.84
240 Accounts Payable NH	16,151,110.07
Total Other Current Liabilities	29,285,440.66
Total Current Liabilities	29,285,440.66
Total Liabilities	29,285,440.66
Equity	
300 Net Assets, Capital, net of	59,503.44
310 Net Assets-Unrestricted	4,755,312.01
Retained Earnings	2,411,754.13
Net Income	460,977.81
Total Equity	7,687,547.39
TOTAL LIABILITIES & EQUITY	36,972,988.05

Winnie-Stowell Hospital District
Profit & Loss Budget vs. Actual
As of June 30, 2018

Accrual Basis

	Jan - Jun 18	Budget	\$ Over Budget	% of Budget
Income				
400 Sales Tax Revenue	212,309.29	500,000.00	-287,690.71	42.5%
405 Investment Income	6,390.03	10,000.00	-3,609.97	63.9%
409 Tobacco Settlement	9,734.33	11,500.00	-1,765.67	84.6%
415 Nursing Home - QIPP Program	8,477,098.08	15,838,446.00	-7,361,347.92	53.5%
Total Income	8,705,531.73	16,359,946.00	-7,654,414.27	53.2%
Expense				
500 Admin-Administrative Salary	26,000.00	52,000.00	-26,000.00	50.0%
501 Admin-Security	0.00	1,200.00	-1,200.00	0.0%
504 Admin-Administrators PR Tax	2,111.31	4,500.00	-2,388.69	46.9%
505 Admin-Board Bonds	50.00	250.00	-200.00	20.0%
515 Admin-Bank Service Charges	81.00	360.00	-279.00	22.5%
521 Professional Fees - Acctng	11,468.75	12,000.00	-531.25	95.6%
522 Professional Fees-Auditing	47,813.75	50,000.00	-2,186.25	95.6%
523 Professional Fees - Legal	6,000.00	50,000.00	-44,000.00	12.0%
550 Admin-D&O / Liability Ins.	10,684.00	15,000.00	-4,316.00	71.2%
560 Admin-Cont Ed, Travel	3,500.98	5,000.00	-1,499.02	70.0%
561 Admin-Cont Ed-Medical Pers.	3,745.92	5,000.00	-1,254.08	74.9%
562 Admin-Travel&Mileage Reimb.	125.35	1,000.00	-874.65	12.5%
569 Admin-Meals	0.00	2,500.00	-2,500.00	0.0%
570 Admin-District/County Prom	0.00	5,000.00	-5,000.00	0.0%
571 Admin-Office Supplies/Post	3,164.22	3,600.00	-435.78	87.9%
572 Admin-Web Site	365.00	1,500.00	-1,135.00	24.3%
573 Admin-Copier Lease/Contract	1,077.84	1,800.00	-722.16	59.9%
575 Admin-Cell Phone Reimburse	900.00	1,800.00	-900.00	50.0%
576 Admin-Telephone/Internet	1,152.36	2,000.00	-847.64	57.6%
590 Admin-Election Cost	0.00	1,000.00	-1,000.00	0.0%
591 Admin-Notices & Fees	24.70	100.00	-75.30	24.7%
600 East Chambers ISD Partnersh	90,000.00	180,000.00	-90,000.00	50.0%
602 IC-WCH 1115 Waiver Prog	138,516.00	496,000.00	-357,484.00	27.9%
603a IC-Pharmaceutical Costs	41,645.72	79,000.00	-37,354.28	52.7%
604 IC-Non Hosp Cost-Other	0.00	10,000.00	-10,000.00	0.0%
604 IC-Non Hosp Costs UTMB	91,096.35	180,000.00	-88,903.65	50.6%
605 IC-Office Supplies/Postage	55.65	1,200.00	-1,144.35	4.6%
611 IC-Indigent Care Dir Salary	11,565.00	27,000.00	-15,435.00	42.8%
612 IC-Payroll Taxes -Ind Care	939.12	2,400.00	-1,460.88	39.1%
615 IC-Software	6,354.00	12,708.00	-6,354.00	50.0%
616 IC-Travel	738.16	550.00	188.16	134.2%
617 IC -Youth Counseling	3,442.50	30,000.00	-26,557.50	11.5%
630 NH Program-Mgt Fees	1,850,754.84	3,148,972.00	-1,298,217.16	58.8%
631 NH Program-IGT	4,775,588.40	9,540,501.00	-4,764,912.60	50.1%
633 NH Program-Acctg Fees	0.00	43,000.00	-43,000.00	0.0%
634 NH Program-Legal Fees	71,382.69	150,000.00	-78,617.31	47.6%
635 NH Program-LTC Fees	649,800.00	1,082,957.00	-433,157.00	60.0%
636 NH Program-Bonds	0.00	450.00	-450.00	0.0%
637 NH Program-Interest Expense	394,239.39	1,058,406.00	-664,166.61	37.2%
638 NH Program-Bank Fees & Misc	170.92	0.00	170.92	100.0%
639 NH Program-Appraisal	0.00	23,594.00	-23,594.00	0.0%
653 Service Fee	0.00	100.00	-100.00	0.0%
Total Expense	8,244,553.92	16,282,448.00	-8,037,894.08	50.6%
Net Income	460,977.81	77,498.00	383,479.81	594.8%

WSHD Prosperity Checking Account Register

Date	Ref/Check	Description	Amount	Balance	Memo	Category
7/18/2018		ACH Payment TIME WARNER CABL TW CABLE 02	(\$202.06)	\$371,153.51		
7/17/2018		Daily Ledger Bal		\$371,355.57		
7/17/2018		ACH Payment LEASE DIRECT WEB PAY 59671478	(\$133.42)	\$371,355.57		
7/16/2018		Daily Ledger Bal		\$371,488.99		
7/13/2018		Daily Ledger Bal		\$371,488.99		
7/13/2018		ACH Deposit CPA STATE FISCAL INV-PAYMTS 321	\$43,908.13	\$371,488.99		
7/12/2018		Daily Ledger Bal		\$327,580.86		
7/12/2018		ACH Payment INTUIT PAYROLL S QUICKBOOKS €	(\$2,326.99)	\$327,580.86		
7/12/2018		ACH Payment IRS USATAXPYMT 27085938128442	(\$2,092.84)	\$329,907.85		
7/11/2018		Daily Ledger Bal		\$332,000.69		
7/11/2018		Deposit	\$51.85	\$332,000.69		
7/10/2018		Daily Ledger Bal		\$331,948.84		
7/10/2018	2407	Check	(\$500.00)	\$331,948.84		
7/5/2018		Daily Ledger Bal		\$332,448.84		
7/5/2018	995031	Check	(\$15,000.00)	\$332,448.84		
7/4/2018		Daily Ledger Bal		\$347,448.84		
7/3/2018	2415	Check	(\$1,055.17)	\$347,448.84		
6/30/2018		Daily Ledger Bal		\$348,504.01		
6/30/2018		Accr Earning Pymt Added to Account	\$157.86	\$348,504.01		
6/29/2018		Wire Transfer Fee WIRE FEE	(\$20.00)	\$348,346.15		
6/29/2018	2420	Check	(\$150.00)	\$348,366.15		
6/29/2018	2419	Check	(\$300.00)	\$348,516.15		
6/29/2018	2416	Check	(\$27,320.01)	\$348,816.15		
6/29/2018		Wire Transfer WIRE OUT WINNIE STOWELL HOSP	(\$400,000.00)	\$376,136.16		
6/29/2018		Wire Transfer Dep WIRE IN WINNIE-STOWELL HO:	\$12,389.64	\$776,136.16		
6/28/2018		Daily Ledger Bal		\$763,746.52		
6/28/2018		ACH Payment INTUIT PAYROLL S QUICKBOOKS €	(\$2,485.27)	\$763,746.52		
6/27/2018		Daily Ledger Bal		\$766,231.79		
6/27/2018	2413	Check	(\$1,059.00)	\$766,231.79		
6/27/2018	2412	Check	(\$31.39)	\$767,290.79		
6/27/2018	2418	Check	(\$1,657.50)	\$767,322.18		
6/27/2018	2408	Check	(\$500.00)	\$768,979.68		
6/27/2018	2417	Check	(\$6,177.99)	\$769,479.68		
6/26/2018		Daily Ledger Bal		\$775,657.67		
6/26/2018		ACH Payment PROSPERITY BANK VISA PAY 0546	(\$3,799.98)	\$775,657.67		
6/26/2018	2410	Check	(\$150.14)	\$779,457.65		
6/26/2018	2411	Check	(\$948.36)	\$779,607.79		
6/26/2018	2421	Check	(\$5,969.26)	\$780,556.15		
6/22/2018		Daily Ledger Bal		\$786,525.41		
6/22/2018	2409	Check	(\$1,843.75)	\$786,525.41		
6/22/2018	2406	Check	(\$19,023.73)	\$788,369.16		
6/20/2018		Daily Ledger Bal		\$807,392.89		

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
BBVA COMPASS BANK BUILDING
3535 CALDER AVENUE, SUITE 300

Hubert Oxford, IV

BEAUMONT, TEXAS 77706
TELEPHONE:(409) 833-9182
FAX: (409) 833-8819

hoxfordiv@benoxford.com

July 12 2018

Mr. Edward Murrell
President
Winnie Stowell Hospital District
825 State Hwy 124
Winnie Texas 77665

Re: Invoice and Draft Minutes for June 20, 2018 Regular Meeting; Our File No. 87250.

Dear President Murrell,

Attached, please find the draft Minutes for June 20, 2018 Regular Meeting. After you have had a chance to review these minutes, please let me know if there are any changes that need to be made.

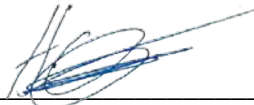
Also, please allow this letter to serve as a *partial invoice* for \$1,000.00 representing the retainer for work performed in June 2018. We would request that you put this invoice in line for payment at the July 18, 2018 Regular meeting and we will give the District credit for the \$1,000.00 payment when we invoice the District for June 2018.

If you concur, please draft a check in the amount of \$500.00 checks payable to Josh Heinz and a second check for \$500.00 to Hubert Oxford, IV.

With best wishes, I am

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.



Hubert Oxford, IV

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
BBVA COMPASS BANK BUILDING
3535 CALDER AVENUE, SUITE 300

Hubert Oxford, IV

BEAUMONT, TEXAS 77706
TELEPHONE:(409) 833-9182
FAX: (409) 833-8819

hoxfordiv@benoxford.com

July 17, 2018

Mr. Edward Murrell
President
Winnie Stowell Hospital District
825 State Hwy 124
Winnie Texas 77665

Re: Winnie Stowell Hospital District; Billable Invoice for April 2018 Time Entries less Retainer; Our File No. 87250.

Dear President Murrell,

Attached, please find the second half of the firm's monthly invoice for April 2018 on behalf of Benckenstein & Oxford, LLP. This invoice is for \$27,425.00 but the amount due is \$26,499.63 after reducing the invoice by \$1,000.00 for the monthly retainer already paid.

In April 2018, we worked extensively to close the transactions required to acquire five (5) new HMG facilities and the HUD loans for four (4) Caring Healthcare to close their respective loan transactions. The HMG transaction involved the review of several agreements with their accounts receivable lender. Since our acquisition of the initial HMG facilities, the lender changed and therefore, the documents were not the exact same.

Will you please review and let me know if there are any questions? If not, we would appreciate your payment of this invoice in the amount of \$26,499.63 representing the balance owed for April 2018.

With best wishes, I am

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: 

Hubert Oxford, IV

Enclosure

Benckenstein & Oxford, L.L.P.

3535 Calder Avenue, Suite 300
Beaumont, TX 77706

July 17, 2018

INVOICE #: 49016 HOIV
Billed through: April 30, 2018
Client/Matter #: WSHD 87250

Winnie-Stowell Hospital District
P.O. Box 1997
Winnie, TX 77665

RE: Winnie-Stowell Hospital District

PROFESSIONAL SERVICES RENDERED

04/01/18	HOIV	Received projected payment amounts for the second quarter of QIPP 1, Component 2, 3 and Lapsing Funds; performed an initial review; and prepared e-mail to Board giving them an update.	1.60 hrs
04/19/18	HOIV	Began revisions to QIPP spreadsheet to illustrate outstanding IGT balances from the second IGT for year 2 to the end of the program.	1.80 hrs
04/02/18	HOIV	Continued gathering, organizing, reconciling; and reviewing the following Amended and Restated Sublease: Friendswood only; Amended and Restated Management Agreement: Tomball, Friendswood, Southbelt, The Woodland, and Deerbrook; Amended and Restate Operations Transfer Agreement: Friendswood only; Agreement and Consent to Sublease: Friendswood only; Hospital Officer's Certificate for HMG QIPP; DACA between Winnie, Post Oak, CIBC; DAISA between Winnie, Post Oak, CIBC; Security Agreement; Collateral Assignment between Winnie and Friendswood Landlord (CHP -Landlord-Friendswood); Collateral Assignment from Winnie to CIBC re HMG QIPP2; Third Amendment to Term Loan and Security Agreement.	7.20 hrs
04/03/18	HOIV	Finalized review of the following documents: Amended and Restated Sublease: Friendswood only; Amended and Restated Management Agreement: Tomball, Friendswood, Southbelt, The Woodland, and Deerbrook; Amended and Restate Operations Transfer Agreement: Friendswood only; Agreement and Consent to Sublease: Friendswood only; Hospital Officer's Certificate for HMG QIPP; DACA between Winnie, Post Oak, CIBC; DAISA between Winnie, Post Oak, CIBC; Security Agreement; Collateral Assignment between Winnie and Friendswood Landlord (CHP -Landlord-Friendswood); Collateral Assignment from Winnie to CIBC re HMG QIPP2; Third Amend. to Term Loan and Security Agreement; and corrdinated the execution of the documents that remained unsigned by Post Oak Bank and the District.	5.80 hrs
04/03/18	HOIV	Exchanged five (5) e-mails with CEO for HMG to discuss the status QIPP filings.	0.70 hrs
04/03/18	HOIV	Received a request from Genesis to confirm correct account information for new Woodland's DAISA and DACA account for Blue Cross Blue Shield; reviewed DACA and DAISA agreement and exchanged four (4) e-mails with staff and Genesis regarding the same.	0.60 hrs
04/03/18	HOIV	Received e-mail from counsel for Caring Healthcare regarding signature	1.40 hrs

pages for the Caring HUD facility transactions; worked with staff to execute the documents; and then exchanged eight (8) e-mails with counsel to receive clarification regarding recording and return of the documents.

04/04/18	HOIV	Reviewed proposed terms for Loans 13 and 14 and drafted e-mail to Salt Creek requesting clarification of some matters.	0.80 hrs
04/04/18	HOIV	Reviewed Salt Creek Capital's loan terms for Loan 13 and drafted e-mail to client advising of the issues involving the terms.	1.20 hrs
04/04/18	HOIV	Reviewed e-mail from Salt Creek Capital regarding terms for Loan 13, and drafted extensive e-mail responding to the e-mail and made inquiries regarding Salt Creek's intentions for various provisions.	1.80 hrs
04/05/18	HOIV	Drafted extensive e-mail to Steve Lucas with Post Oak Bank requesting the bank to execute a DACA and DAISA agreement for the Clairmont and Woodlands facilities.	0.70 hrs
04/05/18	HOIV	Received and reviewed response from Salt Creek Capital to prior e-mail that raised questions to terms proposed by Salt Creek Capital and then forwarded the e-mail to President Murrell along with recommendations on how to move forward with the negotiations process.	1.20 hrs
04/05/18	HOIV	Received e-mail from LTC Group with QIPP calculations suggesting their fees remain the same, instead of reduced, as told to the board and then exchanged four (4) e-mails with LTC Group and the Board reporting on the fee change proposal.	0.80 hrs
04/05/18	HOIV	Received e-mail from LTC Group regarding QIPP 2; and then worked with staff and LTC to began analysising the impacts.	1.40 hrs
04/05/18	HOIV	Reviewed Salt Creek Capital's Loan 13 terms; and exchanged six (6) e-mails with Salt Creek's counsel regarding the terms and specific language in the Security Agreements that were previously used in anticipation of modifying the loan documents for the upcoming loan.	0.70 hrs
04/05/18	HOIV	Exchanged four (4) e-mails with LTC and Caring Healthcare requesting monthly financial reports from Caring Healthcare.	0.40 hrs
04/06/18	HOIV	Responded to an e-mail from HMG regarding whether there were any Medicare cost report expenses incurred by the District for its ownership of HMG facilities.	0.50 hrs
04/06/18	HOIV	Conference call with Genesis regarding the sale of their facilities in Texas and the impact on the District.	0.30 hrs
04/06/18	HOIV	Recieved e-mail from counsel for HMG regarding executed DAISA agreement; located document with the assistance of staff and submitted to HMG counsel.	0.30 hrs
04/06/18	HOIV	Drafted extensive e-mail to Board members to provide an analysis of LTC proposal to keep their fees at \$5,700.00.	0.70 hrs
04/09/18	HOIV	Drafted Third Amended Transfer Policies and Procedures Statement to be considered at the upcoming April 2018 Regular Meeting.	3.40 hrs
04/09/18	HOIV	Drafted Promissory Note and Security Agreement for Loan 13 as negotiated by the Board President and Salt Creek Capital.	4.60 hrs

Client-	WSHD 87250	Invoice # 49016	PAGE 3
04/10/18	HOIV	Continued drafting and finalizing Third Amended Transfer Policy and Procedures Agreement; and submitted to Salt Creek for review.	5.80 hrs
04/10/18	HOIV	Received and reviewed nine (9) e-mails from staff regarding Medicaid license renewals.	0.90 hrs
04/10/18	HOIV	Drafted extensive e-mail to Genesis and Regency, to introduce the District to Regency, purchaser of the Genesis facilities and to inquire about a plan to move forward with the acquisition; responded to seven (7) e-mails regarding the same.	1.70 hrs
04/11/18	HOIV	Began drafting minutes for the March 2018 Regular Meeting.	1.80 hrs
04/11/18	HOIV	Gathered documents requested by Regency, on behalf of the Genesis facilities and submitted the documents in an e-mail to Regency.	0.80 hrs
04/11/18	HOIV	Exchanged two (3) e-mails with Post Oak Bank regarding DACA and DAISA agreements for new HMG facilities.	0.30 hrs
04/11/18	HOIV	Exchanged three (3) e-mails with Post Oak Bank regarding the new Holding Account and required signatures on various documents for the accounts.	0.40 hrs
04/11/18	HOIV	Received e-mail from Caring Healthcare regarding a request for a site inspection by LTC Group; and exchanged thirteen (13) e-mails and two (2) conference calls with LTC and Caring Healthcare to resolve the issue.	1.80 hrs
04/11/18	HOIV	Received e-mail from Texas Health and Human Services regarding QIPP Year Two funding; and exchanged nine (9) e-mails with LTC; Caring Healthcare; and Lenders regarding the same.	1.20 hrs
04/11/18	HOIV	Received and reviewed e-mail from HMG Counsel regarding Medicaid contract for Tomball and President Murrell's signature; and then exchanged eight (8) e-mails with staff and Mrs. Zamora regarding the need for documents to be resigned and to coordinate signatures.	0.70 hrs
04/11/18	HOIV	Received changes to draft Loan 13 documents, reviewed the proposed changes and exchanged seven (7) e-mails along with multiple conference calls with Board president, LTC group, and Salt Creek Capital before making the necessary changes.	2.30 hrs
04/12/18	HOIV	Continued drafting minute from March 2018 Regular Meeting and circulated to the Board for review.	3.00 hrs
04/12/18	HOIV	Received e-mail from CEO of HMG regarding proposed QIPP changes; and exchanged three (3) e-mails and one (1) conference call with HMG regarding the same.	0.70 hrs
04/12/18	HOIV	Received e-mail from HMG regarding Nordian insurance documents; reviewed the documents; and gave staff instructions to complete documents as requested.	0.40 hrs
04/12/18	HOIV	Received and reviewed e-mail from LTC Group with analysis of Component 2 and 3 lapsing funds.	0.70 hrs
04/13/18	HOIV	Reviewed draft Third Amended and Restated Transfer Policy and Procedures and exchanged phone calls with Board President; and twenty (20) e-mails with Lender regarding various terms in the proposed policy.	3.00 hrs

Client-	WSHD 87250	Invoice # 49016	PAGE	4
04/13/18	HOIV	Drafted e-mail to Board summarizing Component 2 and 3 funds awarded by the State for the second quarter of QIPP 1.	1.00 hrs	
04/13/18	HOIV	Received invoice from Auditor for the 2016 invoice; exchanged multiple conference calls with Board members regarding the invoice; and drafted e-mail to auditor expressing concerns about the cost of the audit.	0.80 hrs	
04/17/18	HOIV	Drafted e-mail to Board members with proposed Loan 13 loan documents along with an explanation of the terms of the loan.	1.30 hrs	
04/17/18	HOIV	Received draft Attorney Opinions from Caring Healthcare's attorney for the Caring HUD loans; and began initial review of the opinions.	1.80 hrs	
04/18/18	HOIV	Prepared for and attended Regular Meeting.	3.00 hrs	
04/18/18	HOIV	Read and reviewed ten (10) e-mails from Genesis regarding Medicare re-enrollment for Genesis facilities.	0.70 hrs	
04/18/18	HOIV	Read, reviewed, and responded to six (6) e-mails from LTC Group regarding QIPP Year 2 applications for Caring, Genesis, and HMG.	0.80 hrs	
04/19/18	HOIV	Revised documents utilized during the meeting and began process of establishing a folder and editing documents for May 16, 2018 Regular Meeting; conferred with staff regarding edits and cash flow spreadsheet modifications.	3.00 hrs	
04/19/18	HOIV	Attended lunch with Riceland to discuss assistance with nursing home operations.	1.50 hrs	
04/19/18	HOIV	Exchanged three (3) e-mails with Auditor to receive an explanation of 2016 Audit invoice.	0.40 hrs	
04/23/18	HOIV	Gathered spreadsheets regarding QIPP 1, Second Quarterly Payment and, made revisions to spreadsheet to assist with reconciliation of nursing facility payments to account for the equalization of funds set forth in the 2nd AMded Restated Management Agreements.	3.40 hrs	
04/23/18	HOIV	Read, reviewed, and responded to an e-mail request from Caring Healthcare to prepare a revised Assumed Name form for Highland Park; prepared the revised Assumed Name form; and exchanged sixteen (16) e-mails with staff and Caring Healthcare regarding the need and timing of the form's filing.	1.60 hrs	
04/23/18	HOIV	Read, reviewed, and responded to nine (9) with HMG Counsel, staff, and LTC regarding proposed CMS 855a forms to be signed by the District and addressing concerns of naming HMG as a second signature on the agreements.	1.40 hrs	
04/24/18	HOIV	Received e-mails from staff regarding D&O Insurance and worked with staff to gather documents necessary to complete the applications.	2.00 hrs	
04/24/18	HOIV	Received notice from the Texas Health and Human Services Commission regarding QIPP FY 2018 and proposed changes to the program; reviewed and analyzed impact	3.80 hrs	
04/24/18	HOIV	Drafted e-mail to Board members advising of status of outstanding lawsuits pending against the District's nursing homes.	0.40 hrs	
04/25/18	HOIV	Conference calls with LTC Group; Caring Healthcare; and Finance	0.90 hrs	

Committee regarding the proposed QIPP Rule changes and the impact to the District.

04/25/18	HOIV	Received updated spreadsheet of eligible nursing homes for QIPP Year 2 and modified and analyzed the spreadsheet to account for the impact of the HHSC proposed Year 2 Rule change and	2.80 hrs
04/25/18	HOIV	Continued working on District Cash Flow to account for revised loan terms and verified the outcomes.	6.50 hrs
04/26/18	HOIV	Conference calls with Caring Healthcare and counsel for Genesis and HMG to discuss impact of potential HHSC Rule for QIPP Year 2.	0.80 hrs
04/26/18	HOIV	Conference call with HMG regarding the filing of Medicaid cost report documents on the STAIRs system and then forwarded an e-mail to staff with an explanation of the same.	0.60 hrs
04/26/18	HOIV	Performed an extensive review of HUD legal opinions submitted by Caring Healthcare and compared to previous legal opinions submitted on behalf of Genesis Healthcare; and exchanged five (5) e-mails with counsel for Caring inquiring about changes and differences between the documents.	2.80 hrs
04/27/18	HOIV	Received request for Caring Healthcare to assist in returning \$22,000.00 that was deposited into an incorrect account and exchanged thirteen (13) e-mails with HMG, staff, and Caring regarding the same.	1.30 hrs
04/30/18	HOIV	Prepared Election Calendar and updated Election documents.	3.70 hrs
		Total fees for this matter	\$27,425.00

DISBURSEMENTS

04/24/18	Federal Express; Invoice # 6-155-20429	59.63
04/30/18	Messenger Service	15.00
	Total disbursements for this matter	\$74.63

BILLING SUMMARY:

Oxford, IV Hubert	109.70 hrs @	\$250.00 /hr	\$27,425.00
TOTAL FEES			\$27,425.00
TOTAL DISBURSEMENTS			\$74.63
TOTAL CHARGES FOR THIS INVOICE			\$27,499.63
RETAINER			\$1,000.00 CR
TOTAL BALANCE NOW DUE			\$26,499.63

Federal ID# 74-1646478
Invoice Terms: Net 10 Days Upon Receipt
 Please Reference Invoice Number on Your Check

David Sticker & Co. P.C.
Certified Public Accountant
2180 Eastex Freeway
Beaumont, TX 77703
(409) 899-3000

Invoice
submitted to:
Winnie Stowell Hospital District
PO Box 1997
Winnie, TX 77665

07/16/2018

Invoice # 20486

Professional Services

Amount

07/16/18 6-1-18 Follow up and discuss Quickbooks issue.
1.25 Hrs.
6-12-18 Review Payroll and Tax Deposit,
.50 Hrs.
6-12-18 Review reconciliations and assist with various accounting issues and coding.
Nursing Home collections etc.
4.50 Hrs
6-20-18 Make month end entries and review. Run reports for June meeting.
3.00 Hrs.
6-20-18 Attend Meeting.
2.00 Hrs.

1,406.25

TOTAL HRS 11.25 @ \$125.00 = \$1,406.25

For professional services rendered

\$1,406.25

Balance due

\$1,406.25

Invoices Due Upon Receipt



15501803191201



RECEIVED
JUN 19 2018

June 4, 2018

MONTHLY BILL

Name: SHERRY STERN
Account Number: 92 5529 5461

Payment Summary	
Last Payment Received	05/21/2018
Current Payment Due	\$150.14
Total Due by 06/25/2018	\$150.14

YOUR LOAN DETAILS

Loan Sequence	Date Disbursed	Loan Program	Original Balance	Current Balance	Outstanding Interest	Interest Rate	Monthly Payment	Current Due
*1002	11/29/2006	SUBCNS	\$13,150.00	\$6,494.02	\$9.34	3.750%	\$90.67	\$90.67
*1001	11/29/2006	UNCNS	\$8,625.28	\$4,259.21	\$6.12	3.750%	\$59.47	\$59.47

Outstanding interest accrued as of 06/04/2018

*Late fees will be assessed in accordance to the requirements set forth by the loan owner. Each unique owner/loan program may have differing late fee requirements. The owner will assess late fees on any loans listed above that are identified with an asterisk. If there are dates listed below the heading 'Received After This Date', which are prior to the date you are making your payment, the following late fee will be assessed.

Received After This Date	Late Fee to be Assessed
07/09/2018	\$7.50

Would you rather receive this statement electronically?

Sign in to Account Access at AesSuccess.org and update your Account Profile preferences if you would prefer that we send you an email reminder instead of a paper statement.

Total paid since your last statement	\$150.14
Interest Satisfied	\$31.26
Principal Satisfied	\$118.88

As of today, you've paid on your loans	\$13,212.32
Total Interest Satisfied	\$4,262.10
Total Principal Satisfied	\$8,950.22

You may be required to remit your full monthly installment amount, even if your loan(s) are paid ahead, in order to maintain reduced interest rate eligibility under any applicable Repayment Incentive Program and to not affect your eligibility for other borrower benefits, such as cosigner release offered by your lender(s). Contact us for details.

Make checks payable to American Education Services and include your 10 digit account number.

Customer Statement

(IF LATE, SEE ABOVE)

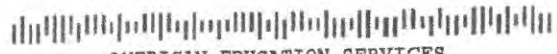
Amount Enclosed: Do not write dollar sign in boxes below or on check.
Total Amount Due:

Account Number:
92 5529 5461

Due Date:
06/25/2018

\$ Total Amount Due: \$150.14

20181550192552954611000015014000000000000000003



AMERICAN EDUCATION SERVICES
PAYMENT CENTER
HARRISBURG PA 17130-0001

#BWNDHKB
#B612 1327 2506 04L5#
SHERRY STERN
9302 EAGLES LNDG
MAGNOLIA TX 77354-6865





U.S. Department of Education
Information about your federal student loan

June 29, 2018

RECEIVED

JUL 02 2018

MONTHLY BILL

Name: HEATH O REDWINE
Account Number: 61 1316 9949

Payment Summary	
Last Payment Received	06/25/2018
Current Payment Due	\$948.36
Total Due by 07/20/2018	\$948.36

YOUR LOAN DETAILS

Date Disbursed	Loan Program	Original Balance	Current Balance	Outstanding Interest	Interest Rate	Monthly Payment	Current Due
01/30/2017	DLSCNS	\$7,515.49	\$7,473.21	\$5.01	6.125%	\$58.05	\$58.05
01/30/2017	DLUCNS	\$115,259.13	\$115,259.13	\$2,328.20	6.125%	\$890.31	\$890.31

Total paid since your last statement	\$948.36
Interest Satisfied	\$934.28
Principal Satisfied	\$14.08

As of today, you've paid on your loans	\$3,990.08
Total Interest Satisfied	\$3,947.80
Total Principal Satisfied	\$42.28

Make checks payable to FedLoan Servicing and include your 10 digit account number.

Customer Statement

Account Number: 61 1316 9949
Total Amount Due: \$948.36
Due Date: 07/20/2018

Amount Enclosed: Do not write dollar sign in boxes below or on check.

\$

20181800161131699491000094836000000000000000000000

#BWBCFT
#B874 6429 2306 29L7#
HEATH O REDWINE
13764 POWERS RD
HAMSHIRE TX 77622-8451


DEPARTMENT OF EDUCATION
FEDLOAN SERVICING
PO BOX 530210
ATLANTA GA 30353-0210

Indigent Healthcare Solutions, Ltd.
2040 North Loop, 336 West, Suite 304
Conroe, TX 77304

Invoice # 66321

Phone # (800) 834-0560
Fax # (936) 756-6741

Date: 7/1/2018

WINNIE STOWELL HOSPITAL DISTRICT
P O BOX 1997
WINNIE, TX 77665

Terms: Net receipt of invoice

Professional services for the month of August 2018	1,059.00
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RECEIVED
JUL 02 2018

Total	\$1,059.00
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PLEASE REMIT PAYMENT TO
INDIGENT HEALTHCARE SOLUTIONS, LTD
ATTN: KELLEY ASTOLOS
3011 ARMORY DRIVE, SUITE 190
NASHVILLE, TN 37204

THANK YOU FOR YOUR BUSINESS!!!

IHS

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 06/30/18-06/30/18

Brookshire Bros. Phar. (Winnie)
 P.O. Box 1359
 Winnie, TX 77665

Vendor #: 65460

GL #	Description	Amount
WSHD	Wshd	5,896.39
Expenditures		5,896.39
Reimb/Adjustments		
Grand Total		5,896.39

32 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2749*65460*37	WSHD	06/05/2018	405.52	405.52
036-2749*65460*37	WSHD	06/05/2018	141.45	141.45
036-2749*65460*37	WSHD	06/05/2018	11.63	11.63
036-2815*65460*12	WSHD	06/07/2018	34.40	34.40
036-2815*65460*12	WSHD	06/01/2018	136.02	136.02
036-2815*65460*12	WSHD	06/01/2018	160.89	132.96
036-2821*65460*16	WSHD	06/11/2018	435.05	435.05
036-2821*65460*16	WSHD	06/11/2018	117.71	84.64
036-2856*65460*21	WSHD	06/18/2018	152.10	152.10
036-2856*65460*21	WSHD	06/05/2018	9.45	9.45
036-2856*65460*21	WSHD	06/01/2018	5.00	5.00
036-3067*65460*12	WSHD	06/18/2018	27.84	27.84
036-3426*65460*36	WSHD	06/20/2018	71.53	71.53
036-3426*65460*36	WSHD	06/04/2018	7.49	7.49
036-3432*65460*29	WSHD	06/12/2018	5.00	5.00
036-3432*65460*29	WSHD	06/11/2018	30.00	30.00
036-3432*65460*29	WSHD	06/11/2018	25.88	25.88
036-3432*65460*29	WSHD	06/11/2018	5.00	5.00
036--3424*65460*25	WSHD	06/11/2018	12.00	12.00
036--3424*65460*25	WSHD	06/08/2018	10.00	10.00
036--3424*65460*25	WSHD	06/07/2018	222.44	185.27
1011*65460*29	WSHD	06/01/2018	67.64	67.64
1011*65460*29	WSHD	06/01/2018	978.35	827.80
1011*65460*29	WSHD	06/01/2018	45.50	45.50
1019*65460*22	WSHD	06/04/2018	5.00	5.00
1019*65460*22	WSHD	06/04/2018	5.00	5.00
1019*65460*22	WSHD	06/04/2018	25.88	25.88
1019*65460*22	WSHD	06/04/2018	56.96	56.96
1024*65460*22	WSHD	06/02/2018	5.00	5.00
1024*65460*22	WSHD	06/05/2018	75.14	75.14
1024*65460*22	WSHD	06/12/2018	12.00	12.00
1031*65460*8	WSHD	06/27/2018	18.01	18.01
1031*65460*8	WSHD	06/27/2018	4.94	4.94
1038*65460*19	WSHD	06/07/2018	46.89	46.89

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 06/30/18-06/30/18

Brookshire Bros. Phar. (Winnie)
P.O. Box 1359
Winnie, TX 77665

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1038*65460*19	WSHD	06/07/2018	231.21	231.21
1038*65460*19	WSHD	06/05/2018	68.13	68.13
1042*65460*10	WSHD	06/19/2018	30.96	30.96
1042*65460*10	WSHD	06/19/2018	484.67	484.67
1043*65460*16	WSHD	06/05/2018	20.00	20.00
1043*65460*16	WSHD	06/05/2018	52.68	52.68
1044*65460*8	WSHD	06/01/2018	10.90	10.90
1044*65460*8	WSHD	06/01/2018	15.66	15.66
1046*65460*16	WSHD	06/04/2018	10.00	10.00
1046*65460*16	WSHD	06/04/2018	33.77	33.77
1046*65460*16	WSHD	06/04/2018	37.06	37.06
1046*65460*16	WSHD	06/04/2018	5.00	5.00
1046*65460*16	WSHD	06/04/2018	13.02	13.02
1046*65460*16	WSHD	06/04/2018	22.05	22.05
1046*65460*16	WSHD	06/04/2018	25.88	25.88
1049*65460*15	WSHD	06/12/2018	30.96	30.96
1049*65460*15	WSHD	06/08/2018	40.94	40.94
1049*65460*15	WSHD	06/01/2018	5.00	5.00
1054*65460*14	WSHD	06/16/2018	492.92	415.18
1054*65460*14	WSHD	06/16/2018	5.00	5.00
1054*65460*14	WSHD	06/16/2018	15.00	15.00
1061*65460*9	WSHD	06/26/2018	15.56	15.56
1061*65460*9	WSHD	06/29/2018	86.01	86.01
1068*65460*7	WSHD	06/19/2018	26.14	26.14
1068*65460*7	WSHD	06/19/2018	5.00	5.00
1068*65460*7	WSHD	06/06/2018	118.47	53.34
1074*65460*3	WSHD	06/20/2018	33.29	33.29
1074*65460*3	WSHD	06/13/2018	5.00	5.00
1084*65460*4	WSHD	06/29/2018	55.04	25.17
1087*65460*4	WSHD	06/11/2018	24.26	24.26
1087*65460*4	WSHD	06/11/2018	72.06	72.06
1087*65460*4	WSHD	06/11/2018	5.00	5.00
1087*65460*4	WSHD	06/11/2018	30.30	30.30
1087*65460*4	WSHD	06/11/2018	11.63	11.63
1089*65460*3	WSHD	06/20/2018	5.88	5.88
1090*65460*1	WSHD	06/26/2018	30.53	30.53
1090*65460*1	WSHD	06/15/2018	8.10	8.10
1090*65460*1	WSHD	06/11/2018	8.10	8.10
1090*65460*1	WSHD	06/11/2018	3.13	3.13
1091*65460*4	WSHD	06/14/2018	5.00	5.00
1091*65460*4	WSHD	06/07/2018	16.60	9.69
1091*65460*4	WSHD	06/01/2018	44.16	44.16
1092*65460*3	WSHD	06/22/2018	108.58	75.10
1092*65460*3	WSHD	06/22/2018	28.93	28.93
1092*65460*3	WSHD	06/22/2018	10.62	10.62
1096*65460*2	WSHD	06/30/2018	33.29	33.29
1096*65460*2	WSHD	06/05/2018	8.10	8.10

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 06/30/18-06/30/18

Brookshire Bros. Phar. (Winnie)
P.O. Box 1359
Winnie, TX 77665

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1098*65460*2	WSHD	06/19/2018	27.36	27.36
1098*65460*2	WSHD	06/15/2018	103.02	39.00
1098*65460*2	WSHD	06/07/2018	59.43	59.43
1101*65460*1	WSHD	06/22/2018	30.96	30.96
1103*65460*1	WSHD	06/28/2018	351.50	294.98
1103*65460*1	WSHD	06/28/2018	27.50	26.38
1103*65460*1	WSHD	06/26/2018	72.50	57.83
32 invoices, 88 line items			6,494.57	5,896.39
Grand Totals			6,494.57	5,896.39

32 total invoices
88 total line items

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 06/30/18-06/30/18

Wilcox Pharmacy
 P. O. Box 1850
 Winnie, TX 77665

Vendor #: 18651

GL #	Description	Amount
WSHD	Wshd	1,352.84
Expenditures		1,352.84
Reimb/Adjustments		
Grand Total		1,352.84

12 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2783*18651*85	WSHD	06/19/2018	50.00	50.00
036-2783*18651*85	WSHD	06/19/2018	50.00	39.84
036-2783*18651*85	WSHD	06/19/2018	25.00	25.00
036-2942*18651*80	WSHD	06/15/2018	29.75	29.75
036-2942*18651*80	WSHD	06/15/2018	387.68	306.35
036-2942*18651*80	WSHD	06/15/2018	23.68	12.79
036-3364*18651*52	WSHD	06/27/2018	23.62	12.76
036-3364*18651*52	WSHD	06/27/2018	54.86	54.86
036-3364*18651*52	WSHD	06/27/2018	20.00	20.00
036-3364*18651*52	WSHD	06/27/2018	24.00	24.00
036-3364*18651*52	WSHD	06/01/2018	24.00	24.00
1008*18651*19	WSHD	06/01/2018	19.83	10.89
1020*18651*18	WSHD	06/18/2018	13.46	13.46
1020*18651*18	WSHD	06/18/2018	5.40	3.60
1020*18651*18	WSHD	06/18/2018	39.87	39.87
1040*18651*17	WSHD	06/27/2018	21.42	15.67
1040*18651*17	WSHD	06/27/2018	111.36	53.52
1040*18651*17	WSHD	06/18/2018	27.67	19.81
1040*18651*17	WSHD	06/27/2018	40.76	20.32
1052*18651*2	WSHD	06/19/2018	12.75	7.51
1075*18651*4	WSHD	06/26/2018	101.78	46.84
1075*18651*4	WSHD	06/26/2018	429.97	201.02
1075*18651*4	WSHD	06/26/2018	52.26	25.93
1086*18651*5	WSHD	06/11/2018	75.14	63.76
1095*18651*2	WSHD	06/18/2018	81.76	36.44
1095*18651*2	WSHD	06/06/2018	66.70	29.40
1095*18651*2	WSHD	06/06/2018	81.76	36.44
1095*18651*2	WSHD	06/06/2018	25.59	9.44
1102*18651*1	WSHD	06/26/2018	97.94	47.30
J392*18651*5	WSHD	06/28/2018	20.72	11.33
J392*18651*5	WSHD	06/12/2018	88.55	42.93
J392*18651*5	WSHD	06/12/2018	35.85	18.01

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 06/30/18-06/30/18

Wilcox Pharmacy
P. O. Box 1850
Winnie, TX 77665

Vendor #: 18651

Invoice #	GL #	Date in	Amt Billed	Amt Paid
<hr/>				
12 invoices, 32 line items***2,163.131,352.84				
<hr/>				
Grand Totals			2,163.13	1,352.84
12 total invoices				
32 total line items				

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 06/30/18-06/30/18

Uthmaniyah At Galveston
 P. O. Box 660120 Dept 730
 Dallas, TX 75266

Vendor #: 63614

GL #	Description	Amount
WSHD	Wshd	5,197.24
Expenditures		5,197.24
Reimb/Adjustments		
Grand Total		5,197.24

10 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2783*63614*3	WSHD	06/12/2018	5,661.05	1,358.65
036-2815*63614*1	WSHD	06/04/2018	1,713.00	411.12
036-3426*63614*4	WSHD	06/13/2018	1,497.11	359.31
1040*63614*8	WSHD	06/01/2018	693.00	166.32
1043*63614*2	WSHD	05/31/2018	793.00	190.32
1061*63614*3	WSHD	06/11/2018	872.00	209.28
1084*63614*2	WSHD	06/07/2018	3,897.00	935.28
1090*63614*2	WSHD	06/01/2018	364.00	87.36
1090*63614*2	WSHD	06/01/2018	1,856.00	445.44
1090*63614*2	WSHD	05/31/2018	323.00	77.52
1090*63614*2	WSHD	06/13/2018	1,131.00	271.44
1090*63614*2	WSHD	06/13/2018	620.00	148.80
1090*63614*2	WSHD	06/20/2018	493.00	118.32
1091*63614*2	WSHD	06/15/2018	323.00	77.52
1095*63614*2	WSHD	06/05/2018	291.00	69.84
1095*63614*2	WSHD	06/15/2018	837.00	200.88
1095*63614*2	WSHD	06/06/2018	291.00	69.84
10 invoices, 17 line items	***		21,655.16	5,197.24
Grand Totals			21,655.16	5,197.24

10 total invoices
 17 total line items

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 06/30/18-06/30/18

Utmf Faculty Grp Practice
 Po Box 650859 Dep 710
 Dallas, TX 75265

Vendor #: 63615
 NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	2,592.93
Expenditures		2,592.93
Reimb/Adjustments		
Grand Total		2,592.93

11 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2783*63615*4	WSHD	06/12/2018	93.00	35.60
036-2783*63615*4	WSHD	06/12/2018	898.00	251.44
036-2783*63615*4	WSHD	06/12/2018	640.00	440.00
036-2783*63615*4	WSHD	06/12/2018	336.00	336.00
036-2783*63615*4	WSHD	06/12/2018	183.00	51.24
036-2815*63615*1	WSHD	06/04/2018	273.00	76.44
036-3067*63615*4	WSHD	05/31/2018	110.00	26.57
036-3067*63615*4	WSHD	05/31/2018	30.00	8.64
036-3426*63615*4	WSHD	06/13/2018	273.00	65.29
036-3426*63615*4	WSHD	06/13/2018	153.00	42.84
036-3426*63615*4	WSHD	06/13/2018	30.00	10.26
1040*63615*8	WSHD	06/01/2018	270.00	75.60
1061*63615*3	WSHD	06/11/2018	55.00	20.21
1061*63615*3	WSHD	06/11/2018	63.00	22.13
1084*63615*3	WSHD	06/07/2018	162.00	58.06
1090*63615*2	WSHD	06/13/2018	58.00	21.17
1090*63615*2	WSHD	06/01/2018	273.00	65.29
1090*63615*2	WSHD	06/01/2018	280.00	78.40
1090*63615*2	WSHD	06/01/2018	225.00	63.00
1090*63615*2	WSHD	06/13/2018	183.00	39.92
1090*63615*2	WSHD	06/01/2018	93.00	35.60
1090*63615*2	WSHD	05/31/2018	415.00	95.54
1090*63615*2	WSHD	06/20/2018	126.00	39.78
1091*63615*2	WSHD	06/15/2018	270.00	75.60
1095*63615*2	WSHD	06/04/2018	210.00	210.00
1095*63615*2	WSHD	06/04/2018	400.00	275.00
1097*63615*1	WSHD	05/31/2018	273.00	65.29
1097*63615*1	WSHD	05/31/2018	23.00	8.02
11 invoices, 28 line items	***		6,398.00	2,592.93

Grand Totals **6,398.00** **2,592.93**

11 total invoices

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 06/30/18-06/30/18

Stace Farrow Youth Counselor
 714 Campbell Rd
 Winnie, TX 77665

Vendor #: 63616
 NPI: 467236878

GL #	Description	Amount
WSHD	Wshd	1,317.50
	Expenditures	1,317.50
	Reimb/Adjustments	
	Grand Total	1,317.50

5 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
YC01*63616*5	WSHD	06/04/2018	85.00	85.00
YC01*63616*5	WSHD	06/11/2018	85.00	85.00
YC01*63616*5	WSHD	06/12/2018	21.25	21.25
YC03*63616*4	WSHD	06/04/2018	85.00	85.00
YC03*63616*4	WSHD	06/11/2018	85.00	85.00
YC03*63616*4	WSHD	06/26/2018	85.00	85.00
YC04*63616*3	WSHD	06/05/2018	85.00	85.00
YC06*63616*2	WSHD	06/05/2018	85.00	85.00
YC06*63616*2	WSHD	06/12/2018	85.00	85.00
YC06*63616*2	WSHD	06/14/2018	85.00	85.00
YC06*63616*2	WSHD	06/18/2018	85.00	85.00
YC06*63616*2	WSHD	06/26/2018	127.50	127.50
YC07*63616*1	WSHD	06/04/2018	127.50	127.50
YC07*63616*1	WSHD	06/06/2018	85.00	85.00
YC07*63616*1	WSHD	06/07/2018	21.25	21.25
YC07*63616*1	WSHD	06/14/2018	85.00	85.00
5 invoices, 16 line items	***		1,317.50	1,317.50
Grand Totals			1,317.50	1,317.50

5 total invoices
 16 total line items

Lisa Rae Photo & Web Services
PO Box 159
Winnie, TX 77665
(409)267-9985
lisa@stramecki.com
www.lisaraephoto.com



INVOICE

BILL TO

Winnie Stowell Hospital District
P.O. Box 1997
Winnie, TX 77665

INVOICE # 1106

DATE 07/09/2018

DUE DATE 07/20/2018

ACTIVITY	DATE	QTY	RATE	AMOUNT
Web Services Update: 2016 audit	02/20/2018	1	25.00	25.00
Web Services Public Notice Page update to include election	06/01/2018	1	25.00	25.00
Web Services Check agenda document and ensure posting	06/15/2018	1	25.00	25.00
Web Services Backup site	07/09/2018	1	25.00	25.00

Please make checks payable to Lisa Rae Photo or Lisa Stramecki. Mail to
PO Box 159 Winnie Texas 77665.

BALANCE DUE

\$100.00

RECEIVED

JUL 13 2018

Premium \$850.00

C SB

WINNIE STOWELL HOSPITAL DISTRICT
P. O. BOX 1997
WINNIE, TX 77665

Amount Due \$850.00

Bond Detail

Bond #	71579053	Bond Penalty	\$85,000.00
Company	Western Surety Company		
Effective Date	09/08/2018		
Anniversary Date	09/08/2019		
Description	TX Nursing Homes - Nursing Facility Residents		

Agent Information Messages

J. S. Edwards & Sherlock
Insurance Agency, L. L. P.
P. O. Box 22237
Beaumont, TX 77720
Phone : (409)832-7736

Payment Instructions



- **Pay Online at ONLINEPAY.CNASURETY.COM**
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
Make check payable to CNA Surety
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Winnie-Stowell Hospital District dba Spring Branch Transito

Bond #	71579053
Company	0601
Agency	42-23390
J. S. Edwards & Sherlock	

Payment Due	09/08/2018	Amount Due	\$850.00
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CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312



Billing Questions (888) 866-2666
Email info@cnasurety.com

Notice of Premium Due 09/08/2018

RECEIVED

JUL 13 2018

Premium \$250.00

WINNIE STOWELL HOSPITAL DISTRICT
P. O. BOX 1997
WINNIE, TX 77665

C-6

Amount Due \$250.00

Bond Detail

Bond #	71579011	Bond Penalty	\$25,000.00
Company	Western Surety Company		
Effective Date	09/08/2018		
Anniversary Date	09/08/2019		
Description	TX Nursing Homes - Nursing Facility Residents		

Agent Information **Messages**

J. S. Edwards & Sherlock
Insurance Agency, L. L. P.
P. O. Box 22237
Beaumont, TX 77720
Phone : 409-832-7736

Payment Instructions



- Pay Online at ONLINEPAY.CNASURETY.COM
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
Make check payable to CNA Surety
Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Winnie-Stowell Hospital District dba Garrison Nursing Home A

Bond #	71579011
Company	0601
Agency	42-23390
J. S. Edwards & Sherlock	

Payment Due	09/08/2018	Amount Due	\$250.00
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CNA Surety Direct Bill
P.O. Box 957312
St. Louis, MO 63195-7312



Billing Questions (888) 866-2666
 Email info@cnasurety.com

RECEIVED

JUL 13 2018

Notice of Premium Due 09/08/2018

Premium \$100.00

C- GV

WINNIE STOWELL HOSPITAL DISTRICT
 P. O. BOX 1997
 WINNIE, TX 77665

Amount Due	\$100.00
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Bond Detail

Bond #	71579020	Bond Penalty	\$10,000.00
Company	Western Surety Company		
Effective Date	09/08/2018		
Anniversary Date	09/08/2019		
Description	TX Nursing Homes - Nursing Facility Residents		

Agent Information

J. S. Edwards & Sherlock
 Insurance Agency, L. L. P.
 P. O. Box 22237
 Beaumont, TX 77720
 Phone : (409)832-7736

Messages

Payment Instructions



- Pay Online at ONLINEPAY.CNASURETY.COM
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
 Make check payable to CNA Surety
 Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Winnie-Stowell Hospital District dba Golden Villa Healthcare

Bond # 71579020
 Company 0601
 Agency 42-23390
 J. S. Edwards & Sherlock

Payment Due	09/08/2018	Amount Due	\$100.00
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CNA Surety Direct Bill
 P.O. Box 957312
 St. Louis, MO 63195-7312



Billing Questions (888) 866-2666
 Email info@cnasurety.com

Notice of Premium Due 09/08/2018

RECEIVED
 JUL 13 2018

Premium \$450.00

WINNIE STOWELL HOSPITAL DISTRICT
 P. O. BOX 1997
 WINNIE, TX 77665

C-mm

Amount Due	\$450.00
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Bond Detail			
-------------	--	--	--

Bond #	71579024	Bond Penalty	\$45,000.00
Company	Western Surety Company		
Effective Date	09/08/2018		
Anniversary Date	09/08/2019		
Description	TX Nursing Homes - Nursing Facility Residents		

Agent Information	Messages
-------------------	----------

J. S. Edwards & Sherlock
 Insurance Agency, L. L. P.
 P. O. Box 22237
 Beaumont, TX 77720
 Phone : (409)832-7736

Payment Instructions



- Pay Online at ONLINEPAY.CNASURETY.COM
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt
 Make check payable to CNA Surety
 Detach payment stub and return with payment

Note-Renewal documents will only be sent upon receipt of full payment

Winnie-Stowell Hospital District dba Marshall Manor Nursing

Bond # 71579024
 Company 0601
 Agency 42-23390
 J. S. Edwards & Sherlock

Payment Due	09/08/2018	Amount Due	\$450.00
--------------------	-------------------	-------------------	-----------------

CNA Surety Direct Bill
 P.O. Box 957312
 St. Louis, MO 63195-7312

LTC Group, LLC
 3267 Bee Caves Road
 Suite 107-517
 Austin, TX 78746

Invoice

Date	Invoice #
5/1/2018	1240

Bill To
Winnie-Stowell Hospital District PO Box 1997 Winnie, TX 77662

Terms	Due Date
Due on receipt	5/1/2018

Quantity	Item Code	Description	Price Each	Amount
1	Fee for Service	May 2018 - Clairmont Beaumont	5,700.00	5,700.00
1	Fee for Service	May 2018 - Garrison Nursing Home	5,700.00	5,700.00
1	Fee for Service	May 2018 - Golden Villa	5,700.00	5,700.00
1	Fee for Service	May 2018 - Hallettsville Rehab & Nursing	5,700.00	5,700.00
1	Fee for Service	May 2018 - Highland Park Care Center	5,700.00	5,700.00
1	Fee for Service	May 2018 - Marshall Manor Nursing & Rehab	5,700.00	5,700.00
1	Fee for Service	May 2018 - Marshall Manor West	5,700.00	5,700.00
1	Fee for Service	May 2018 - Monument Hill Rehab	5,700.00	5,700.00
1	Fee for Service	May 2018 - Oak Manor Nursing Center	5,700.00	5,700.00
1	Fee for Service	May 2018 - Oakland Manor Nursing Center	5,700.00	5,700.00
1	Fee for Service	May 2018 - Park Manor Conroe	5,700.00	5,700.00
1	Fee for Service	May 2018 - Park Manor Cyfair	5,700.00	5,700.00
1	Fee for Service	May 2018 - Park Manor Cypress Station	5,700.00	5,700.00
1	Fee for Service	May 2018 - Park Manor Humble	5,700.00	5,700.00
1	Fee for Service	May 2018 - Park Manor Quail Valley	5,700.00	5,700.00
1	Fee for Service	May 2018 - Park Manor Westchase	5,700.00	5,700.00
1	Fee for Service	May 2018 - Rose Haven Retreat	5,700.00	5,700.00
1	Fee for Service	May 2018 - Spring Branch	5,700.00	5,700.00
1	Fee for Service	May 2018 - The Woodlands Healthcare Center	5,700.00	5,700.00
			Total	\$108,300.00

LTC Group, LLC
 3267 Bee Caves Road
 Suite 107-517
 Austin, TX 78746

Invoice

Date	Invoice #
6/1/2018	1246

Bill To
Winnie-Stowell Hospital District PO Box 1997 Winnie, TX 77662

Terms	Due Date
Due on receipt	6/1/2018

Quantity	Item Code	Description	Price Each	Amount
1	Fee for Service	June 2018 - Clairmont Beaumont	5,700.00	5,700.00
1	Fee for Service	June 2018 - Garrison Nursing Home	5,700.00	5,700.00
1	Fee for Service	June 2018 - Golden Villa	5,700.00	5,700.00
1	Fee for Service	June 2018 - Hallettsville Rehab & Nursing	5,700.00	5,700.00
1	Fee for Service	June 2018 - Highland Park Care Center	5,700.00	5,700.00
1	Fee for Service	June 2018 - Marshall Manor Nursing & Rehab	5,700.00	5,700.00
1	Fee for Service	June 2018 - Marshall Manor West	5,700.00	5,700.00
1	Fee for Service	June 2018 - Monument Hill Rehab	5,700.00	5,700.00
1	Fee for Service	June 2018 - Oak Manor Nursing Center	5,700.00	5,700.00
1	Fee for Service	June 2018 - Oakland Manor Nursing Center	5,700.00	5,700.00
1	Fee for Service	June 2018 - Park Manor Conroe	5,700.00	5,700.00
1	Fee for Service	June 2018 - Park Manor Cyfair	5,700.00	5,700.00
1	Fee for Service	June 2018 - Park Manor Cypress Station	5,700.00	5,700.00
1	Fee for Service	June 2018 - Park Manor Humble	5,700.00	5,700.00
1	Fee for Service	June 2018 - Park Manor Quail Valley	5,700.00	5,700.00
1	Fee for Service	June 2018 - Park Manor Westchase	5,700.00	5,700.00
1	Fee for Service	June 2018 - Rose Haven Retreat	5,700.00	5,700.00
1	Fee for Service	June 2018 - Spring Branch	5,700.00	5,700.00
1	Fee for Service	June 2018 - The Woodlands Healthcare Center	5,700.00	5,700.00
			Total	\$108,300.00

LTC Group, LLC

3267 Bee Caves Road
 Suite 107-517
 Austin, TX 78746

Invoice

Date	Invoice #
7/2/2018	1252

Bill To
Winnie-Stowell Hospital District PO Box 1997 Winnie, TX 77662

Terms	Due Date
Due on receipt	7/2/2018

Quantity	Item Code	Description	Price Each	Amount
1	Fee for Service	July 2018 - Clairmont Beaumont	5,700.00	5,700.00
1	Fee for Service	July 2018 - Garrison Nursing Home	5,700.00	5,700.00
1	Fee for Service	July 2018 - Golden Villa	5,700.00	5,700.00
1	Fee for Service	July 2018 - Hallettsville Rehab & Nursing	5,700.00	5,700.00
1	Fee for Service	July 2018 - Highland Park Care Center	5,700.00	5,700.00
1	Fee for Service	July 2018 - Marshall Manor Nursing & Rehab	5,700.00	5,700.00
1	Fee for Service	July 2018 - Marshall Manor West	5,700.00	5,700.00
1	Fee for Service	July 2018 - Monument Hill Rehab	5,700.00	5,700.00
1	Fee for Service	July 2018 - Oak Manor Nursing Center	5,700.00	5,700.00
1	Fee for Service	July 2018 - Oakland Manor Nursing Center	5,700.00	5,700.00
1	Fee for Service	July 2018 - Park Manor Conroe	5,700.00	5,700.00
1	Fee for Service	July 2018 - Park Manor Cyfair	5,700.00	5,700.00
1	Fee for Service	July 2018 - Park Manor Cypress Station	5,700.00	5,700.00
1	Fee for Service	July 2018 - Park Manor Humble	5,700.00	5,700.00
1	Fee for Service	July 2018 - Park Manor Quail Valley	5,700.00	5,700.00
1	Fee for Service	July 2018 - Park Manor Westchase	5,700.00	5,700.00
1	Fee for Service	July 2018 - Rose Haven Retreat	5,700.00	5,700.00
1	Fee for Service	July 2018 - Spring Branch	5,700.00	5,700.00
1	Fee for Service	July 2018 - The Woodlands Healthcare Center	5,700.00	5,700.00
			Total	\$108,300.00

Exhibit “B”



Riceland Medical Center

Organizational and Project Update for The Winnie-Stowell Hospital District Board

Administration Changes

- ▶ Dan Yancy Resigns
- ▶ Saad Javed (interim)



Emergency Department

- ▶ The needs assessment report that was carried out a few years ago highlighted the need for doctors in the ED
- ▶ Vision: To increase the level of care the ED and Hospital can provide patients with emergencies or those who need to be hospitalized.
- ▶ Staffing: We will continue to staff the nurse practitioners and physicians assistants in our emergency department and for inpatient care. We are in talks with physician groups and individual physicians that can provide greater value to our hospital.
 - ▶ Dr. Leonidas Andres, Dr. Morey Shateray (Cardiovascular surgeon), and Dr. Nasir Khan (oncology) other physicians are supportive of becoming our ER physicians and hospitalists.
 - ▶ If we decide to pursue surgical procedures at the hospital, both physicians can potentially perform surgeries at our hospital
 - ▶ Intensive Care Unit

Radiology (Current)



Radiology (Future)

- ▶ MiiRAD URX
- ▶ Universal U-Arm Radiography System
- ▶ **Digital vs Cassette ****
- ▶ July: Sign off and schedule room changes
- ▶ August: Begin electrical and cosmetic changes
- ▶ September: Machine Install
- ▶ October: Begin Usage

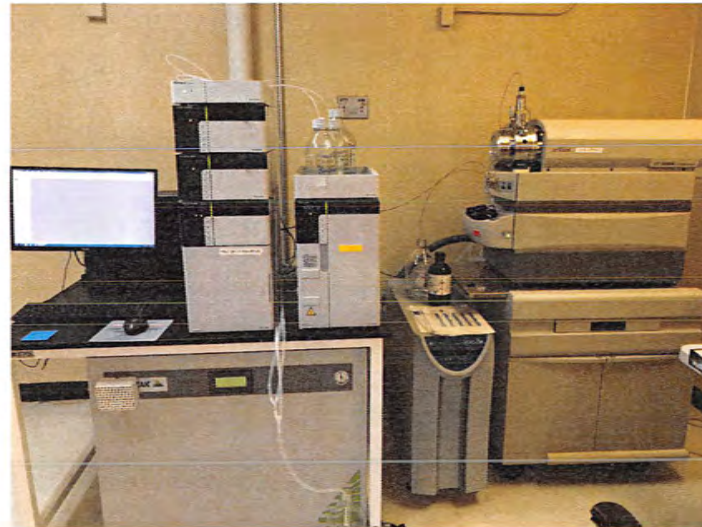


Example Cosmetic Changes



Laboratory

- ▶ Added \$600,000 State-of-The-Art, Research Grade, Liquid Chromatography-Mass Spectrometry Toxicology Machine
- ▶ CLIA certification obtained and now accepting specimens for testing
- ▶ Staffed with scientist from Houston, TX, Dr. Prashant Naidu



Behavioral Health

- ▶ Counseling volume has steadily increased over the past 3 years
- ▶ Currently working on a 10 bed in patient psychiatric unit. There is a shortage of this service
- ▶ Currently, we have 4 handicapped buses, and 2 service vans that are being used in the program
- ▶ The program currently employs 20 personnel
- ▶ TMS therapy has been recommended to us by various local Psychiatrists. This new treatment is extremely effective for medication/therapy resistant depression.
- ▶ The PHP program is successful and growing.
- ▶ The hospital district deserves the credit for initially funding and supporting the program, and allowing it to grow to the level it is as of today

Exhibit “C-1”

July 2018 Meeting

LTC Group, LLC 2017-2018 Summary of Services and Initiatives

Regular Services:

-Financial Management, to include daily, weekly, and monthly services. Reconciling provider's misallocated payments, gathering and compiling monthly and annual financials, etc.

-Clinical Site Visits, to include quarterly in person visits to each facility meeting with staff and discussing quality and other issues that arise. Generate and submit reports. Track quality measures and performance under the Quality Incentive Payment Program (QIPP), etc.

-QAPI reporting, to include coordination with each facility to ensure the monthly quality meetings have been held at the facility level and that reporting to the state attesting to the meeting is completed. This is essential to earn back the component 1 funds in the QIPP program (return IGT funds).

-IGT coordination, submittal and monitoring. To include working with the District's lender to secure funding and timely payments. Track the incremental waterfall return payments of the IGT's for the period of their return (18+months per IGT).

-Program modeling and forecasting, to include ongoing updates as actual months are completed and performance is measured.

-Coordination with other stakeholders, to include leading efforts to unite other program participants to present a singular message when dealing with HHSC, and the executive branch of the state government. To include participation in meetings, calls, written correspondence, etc.

-Lobbying to promote the District's interests. As a part of our coordination with other stakeholders, we have engaged with our lobbyists to help with the following initiatives:

- Negotiate a settlement for all participants in MPAP EP 1, and 2.

- Facilitate the creation of MPAP EP 3 (Ultimately, the Commissioner of HHSC withdrew this plan)

- Secure additional funding for QIPP year 2, resulting in funding being increased to \$550M.

- Spearhead efforts among participants to address the proposed rule changes to QIPP year 2. We worked with stakeholders and HHSC to create solutions for the problems posed by the rule changes, and ultimately lead the effort among stakeholders to refuse to fund an IGT for year 2 under the proposed rule changes. This resulted in the state reversing course and withdrawing the proposed rule changes.



VMG HEALTH

WE VALUE HEALTHCARE



Prepared for:
LTC Group, LLC

Fair Market Value Analysis of the Services Fee

To be stated in a Professional Services Agreement between LTC Group, LLC and Winnie Hospital District

PRELIMINARY DRAFT - SUBJECT TO CHANGE

July 11, 2018

CONFIDENTIAL

CHATEAU PLAZA • 2515 MCKINNEY AVENUE, SUITE 1500 • DALLAS, TX 75201 • P 214.369.4888 • F 214.369.0541
THE PINNACLE BUILDING • 150 3RD AVENUE SOUTH, SUITE 2120 • NASHVILLE, TN 37201 • P 615.777.7300 • F 615.777.7301
CHERRY CREEK NORTH • 200 COLUMBINE STREET, SUITE 350 • DENVER, CO 80206 • P 720.305.9333 • F 214.369.0541

EXHIBIT A1
LTC GROUP, LLC
OVERSIGHT SERVICES FEE ANALYSIS
FAIR MARKET VALUE SUMMARY
PRELIMINARY DRAFT - SUBJECT TO CHANGE

FAIR MARKET VALUE SUMMARY		
Description	Source	Indication
Proposed Fee Related to the Following Facilities: <ul style="list-style-type: none"> • Clairmont Beaumont • Garrison Nursing Home & Rehabilitation Center • Golden Villa • Hallettsville Rehabilitation & Nursing Center • Highland Park Care Center • Marshall Manor Nursing & Rehabilitation Center • Marshall Manor West • Monument Hill Rehabilitation & Nursing Center • Oak Manor Nursing Center • Oakland Manor Nursing Center • Park Manor Conroe • Park Manor Cyfair • Park Manor Cypress Station • Park Manor Humble • Park Manor Quail Valley • Park Manor Westchase • Rose Haven Retreat • Spring Branch Transitional Care Center • The Woodlands Healthcare Center • Park Manor - The Woodlands • Park Manor - Tomball • Park Manor - Southbelt • Deerbrook Skilled Nursing • Friendship Haven Healthcare 	<i>Exhibit B</i>	\$68,400
<p><i>VMG has determined that the proposed annual Fee payable by the Operator of \$68,400 per Facility does not exceed FMV. This is based on an analysis of the costs to provide the Services, market survey indications of those costs, and the resulting mark-up realized by the LTC Group.</i></p>		

Key Terms:

Operator = Winnie Hospital District
LTC Group = LTC Group, LLC
Agreement = Second Amended and Restated Professional Services Agreement
Arrangement = Collectively, the Agreement between the Operator and LTC Group
Services = Oversight services as stated in Exhibit B of the Agreement
Facility = Licensed health facility associated with the Operator
Fee = Services fee payable by the Operator to LTC Group
FMV = Fair Market Value

SUMMARY OF EXHIBITS	
FAIR MARKET VALUE SUMMARY	
A1-3	Fair Market Value Summary, Key Terms, Summary of Exhibits, Qualifying Assumptions, and Agreement Summary
B	LTC Group Restated Income Statement
C1-8	Market Salary Data Detail
D	Oversight Services Mark-Up Conclusion
E	Industry Interviews
F1-2	Healthcare Consulting Margin Summary and Detail
G1-2	Non-Healthcare Consulting Margin Summary and Detail
H	Supplemental Analysis Conclusion
I1-3	Supplemental Analysis Detail - Comparable Fees and Typical SNF Management Services

Exhibit “C-2”

	Year 1				
	IGT 1, Qtr. 1	IGT 1, Qtr. 2	IGT 2, Qtr. 3	*IGT 2, Qtr. 4	Year 1 Total
*IGT Reconciliation	\$217,072.12	\$217,072.12	\$216,608.73	\$216,608.73	\$867,361.70
Supplemental Components					
Supplemental Payment	\$1,655,026.02	\$1,612,708.15	\$1,662,349.38	\$1,358,354.89	\$6,288,438.44
Lapse Funds	\$406,766.84	\$430,432.67	\$393,103.38	\$350,000.00	\$1,580,302.89
Total Qtrly Supplemental Payment**	\$2,061,792.86	\$2,043,140.82	\$2,055,452.76	\$1,708,354.89	\$7,868,741.33
Gross Revenue/Net Proceeds	\$2,278,864.98	\$2,260,212.93	\$2,272,061.49	\$1,924,963.62	\$8,736,103.03
Expenses					
1) Nursing Home Expenses					
Nursing Home IGT Reconciliation Payment	(\$108,536.06)	(\$108,536.06)	(\$108,304.37)	(\$108,304.37)	(\$433,680.85)
Nursing Home Qtrly Supplemental Payment	(\$1,030,896.43)	(\$1,021,570.41)	(\$1,027,726.38)	(\$854,177.45)	(\$3,934,370.66)
Nursing Home Component 1 Payment	(\$32,356.95)	(\$32,356.95)	(\$70,426.14)	(\$70,426.14)	(\$205,566.16)
Cash Flow Timing Adjustment	\$32,356.95	\$32,356.95	\$70,426.14	\$70,426.14	\$205,566.16
Total Nursing Home Expenses	(\$1,139,432.49)	(\$1,130,106.47)	(\$1,136,030.75)	(\$962,481.81)	(\$4,368,051.51)
2) District Expenses					
Interest Expense	(\$252,073.69)	(\$252,073.69)	(\$177,217.71)	(\$177,217.71)	(\$858,582.80)
Professional Services	(\$324,900.00)	(\$324,900.00)	(\$324,900.00)	(\$324,900.00)	(\$1,299,600.00)
Total District Expenses	(\$576,973.69)	(\$576,973.69)	(\$502,117.71)	(\$502,117.71)	(\$2,158,182.80)
Total Expenses	(\$1,716,406.18)	(\$1,707,080.16)	(\$1,638,148.46)	(\$1,464,599.52)	(\$6,526,234.32)
Total Net Cash to District	\$562,458.80	\$553,132.78	\$633,913.03	\$460,364.10	\$2,209,868.71

WSHD Component 2 Achievement Summary 3/4ths of Year				
Facility Name	Falls	Pressure Ulcers	Physical Restraints	Antipsychotic Meds
Caring				
Garrison Nursing Home & Rehabilitation Center	100.00%	100.00%	100.00%	100.00%
Golden Villa	100.00%	66.67%	100.00%	100.00%
Highland Park Care Center	100.00%	100.00%	100.00%	100.00%
Marshall Manor Nursing & Rehabilitation Center	0.00%	100.00%	100.00%	100.00%
Marshall Manor West	100.00%	100.00%	100.00%	100.00%
Rose Haven Retreat	100.00%	100.00%	100.00%	33.33%
Spring Branch Transitional Care Center	100.00%	100.00%	100.00%	100.00%
Caring Average Per Category 3/4 Qtrs.	85.71%	95.24%	100.00%	90.48%
Caring Overall Average 3/4 Qtrs.	92.86%			
Genesis				
Clairmont Beaumont	33.33%	0.00%	100.00%	66.67%
Hallettsville Rehabilitation & Nursing Center	0.00%	100.00%	100.00%	100.00%
Monument Hill Rehabilitation & Nursing Center	100.00%	33.33%	100.00%	66.67%
Oak Manor Nursing Center	66.67%	66.67%	100.00%	100.00%
Oakland Manor Nursing Center	100.00%	100.00%	100.00%	100.00%
The Woodlands Healthcare Center	100.00%	33.33%	100.00%	100.00%
Genesis Average Per Category 3/4 Qtrs.	66.67%	55.56%	100.00%	88.89%
Genesis Overall Average 3/4 Qtrs.	77.78%			
HMG				
Park Manor Conroe	100.00%	100.00%	100.00%	100.00%
Park Manor Cyfair	100.00%	100.00%	100.00%	100.00%
Park Manor Cypress Station	100.00%	100.00%	100.00%	100.00%
Park Manor Humble	100.00%	100.00%	100.00%	100.00%
Park Manor Quail Valley	100.00%	100.00%	100.00%	100.00%
Park Manor Westchase	100.00%	100.00%	100.00%	100.00%
HMG Average Per Category 3/4 Qtrs.	96.83%	100.00%	100.00%	100.00%
HMG Overall Average 3/4 Qtrs.	99.21%			
WSHD Overall Component 2 Average 3/4 Qtrs.	89.95%			

WSHD Component 3 Achievement Summary 3/4ths of Year				
Facility Name	Falls	Pressure Ulcers	Physical Restraints	Antipsychotic Meds
Caring				
Garrison Nursing Home & Rehabilitation Center	100.00%	100.00%	100.00%	100.00%
Golden Villa	100.00%	66.67%	100.00%	100.00%
Highland Park Care Center	100.00%	100.00%	100.00%	100.00%
Marshall Manor Nursing & Rehabilitation Center	0.00%	100.00%	100.00%	100.00%
Marshall Manor West	100.00%	100.00%	100.00%	100.00%
Rose Haven Retreat	100.00%	100.00%	100.00%	33.33%
Spring Branch Transitional Care Center	100.00%	100.00%	100.00%	100.00%
Caring Average Per Category 3/4 Qtrs.	85.71%	95.24%	100.00%	90.48%
Caring Overall Average 3/4 Qtrs.	92.86%			
Genesis				
Clairmont Beaumont	33.33%	0.00%	100.00%	33.33%
Hallettsville Rehabilitation & Nursing Center	0.00%	100.00%	100.00%	100.00%
Monument Hill Rehabilitation & Nursing Center	100.00%	33.00%	100.00%	67.00%
Oak Manor Nursing Center	66.67%	66.67%	100.00%	100.00%
Oakland Manor Nursing Center	100.00%	100.00%	100.00%	100.00%
The Woodlands Healthcare Center	100.00%	33.00%	100.00%	100.00%
Genesis Average Per Category 3/4 Qtrs.	66.67%	55.45%	100.00%	83.39%
Genesis Overall Average 3/4 Qtrs.	76.38%			
HMG				
Park Manor Conroe	100.00%	100.00%	100.00%	100.00%
Park Manor Cyfair	100.00%	66.00%	100.00%	100.00%
Park Manor Cypress Station	100.00%	100.00%	100.00%	100.00%
Park Manor Humble	100.00%	100.00%	100.00%	100.00%
Park Manor Quail Valley	100.00%	100.00%	100.00%	100.00%
Park Manor Westchase	100.00%	100.00%	100.00%	100.00%
HMG Average Per Category 3/4 Qtrs.	100.00%	94.33%	100.00%	100.00%
HMG Overall Average 3/4 Qtrs.	98.58%			
WSHD Overall Component 3 Average 3/4 Qtrs.	89.27%			

-Coordinate with other NSGO's and our lobbying team to prevent a provider tax being approved during the last legislative session. This effort remains ongoing, as the provider tax is being resubmitted this year. The provider tax, while it may have positive results, could potentially supplant and replace QIPP and damage our relationships with our nursing homes.

-QIPP year 3 coordination, to include working with stakeholders, lobbyists, and HHSC to formulate a new program that will address the goals of the state and safeguard participation by the NSGO's. This effort is ongoing as we work through the formed committees to create the financial structure for the program and the clinical standards for participation and achievement.

Exhibit “C-3”

THIRD AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is effective as of September 1, 2018 (“Effective Date”), by and between Winnie-Stowell Hospital District, a governmental entity and body politic established pursuant to Chapter 286 of the Texas Health & Safety Code, as amended (“Operator”), and LTC Group, LLC, a Texas limited liability company (“LTC Group”).

RECITALS

WHEREAS, Operator is engaged in the business of, among other things, operating licensed health care facilities, and LTC Group is engaged in the business of providing certain financial, operational and clinical review and other professional services to licensed health care facilities;

WHEREAS, Operator has entered into leases of the real property (the “Leases”) associated with the licensed health facilities listed in Exhibit A, attached hereto and incorporated herein (each, a “Facility”);

WHEREAS, Operator has entered into management agreements (the “Management Agreements”) with certain entities (each, a “Manager”) under which Manager will manage the Facility on behalf of Operator;

WHEREAS, Operator desires to engage LTC Group to provide certain financial, operational and clinical review services for the Facility on behalf of Operator and LTC Group desires to provide such services for the Facility on behalf of Operator in accordance with the terms and conditions of this Agreement;

WHEREAS, Operator previously engaged LTC Group to provide certain financial, operational and clinical review services for the Facilities on behalf of Operator in accordance with the terms and conditions of Professional Services Agreements for each Facility (the “Original Services Agreements”);

WHEREAS, Operator and LTC Group previously executed a First Amended and Restated Professional Services Agreement (“First Amended Agreement”) and a Second Amended and Restated Professional Services Agreement (“Second Amended Agreement”); and

WHEREAS, Operator and LTC Group now desire to amend and restate the Original Services Agreements, as amended by the First Amended Agreement and the Second Amended Agreement, as hereinafter set forth;

NOW THEREFORE, for and in consideration of the execution of this Agreement and of the mutual covenants and agreements herein contained, the parties hereby enter into this Third Amended and Restated Professional Services Agreement and in so doing, completely supersede and replace the Original Services Agreements, as amended by the First Amended Agreement and the Second Amended Agreement, and covenant and agree as follows:

ARTICLE 1. DEFINITION OF TERMS

The following terms when used in this Agreement shall have the meanings indicated:

“Governmental Authority” shall mean any court or any federal, state, or local legislative body or governmental municipality, department, commission, board, bureau, agency or authority, including without limitation, the Centers for Medicare and Medicaid Services (“CMS”), the Texas Health and Human

Services Commission (“HHSC”), but not including Operator.

“License” means any license, permit, decree, act, order, authorization or other approval or instrument which is necessary in order to operate the Facility in accordance with legal requirements or otherwise in accordance with this Agreement.

“Term” means the Initial Term plus any Extended Term.

ARTICLE 2. ENGAGEMENT OF LTC GROUP

2.1 Engagement.

2.1.1 Upon the terms and subject to the conditions of this Agreement, Operator hereby engages LTC Group to provide certain financial, operational and clinical review services for the Facility on behalf of Operator commencing on the Effective Date. Said financial, operational and clinical review services are listed and attached hereto as Exhibit B (collectively, the “Services”).

2.1.2 The performance of all activities by LTC Group hereunder shall be on behalf of Operator for the benefit of Operator. By entering into this Agreement, Operator does not delegate to LTC Group any powers, duties or responsibilities that Operator is not authorized by law to delegate. Operator retains all other authority and control that has not been expressly delegated to LTC Group pursuant to this Agreement. Notwithstanding anything in this Agreement to the contrary, LTC Group shall not have the ability, acting alone or in concert with others, to directly or indirectly influence, direct or cause the direction of the management, expenditure of money, or policies of the Facility.

2.2 Authority and Responsibility of LTC Group. In the performance of its duties hereunder, LTC Group shall be and act as an independent contractor, with the sole duty to provide the Services for the benefit of Operator and subject to the ultimate authority and control of Operator and other restrictions described herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment relationship, or otherwise to create any liability for one party with respect to indebtedness, liabilities or obligations of the other party except as otherwise may be expressly set forth herein.

2.3 Licenses and Permits. Operator shall at all times from and after the Effective Date and during the Term of this Agreement be solely responsible for obtaining and maintaining all Licenses, permits, qualifications, certifications, and approvals from any applicable governmental agency required for the operation of the Facility. Operator shall be solely responsible for all reporting and other requirements necessary to obtain and maintain all Licenses, permits, qualifications, certifications, and approvals from any applicable governmental agency required for the operation of the Facility.

2.4 Representations and Warranties.

2.4.1 Operator represents and warrants to LTC Group as follows:

- (a) Operator is a hospital district established under the laws of the State of Texas.
- (b) Operator has full power and authority to enter into this Agreement and to carry out its obligations set forth herein. Operator has taken all action required by law, its organizational documents, or otherwise to be taken to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated

hereby. This Agreement is a valid and binding agreement of Operator enforceable in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditor's rights, and the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

- (c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) violate any provision of the organizational documents of Operator; (ii) violate any statute or law, or any judgment, decree, order, regulation or rule of any court or Governmental Authority, or (iii) violate any agreement to which it is bound.

2.4.2 LTC Group represents and warrants to Operator as follows:

- (a) LTC Group is a Texas limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas.
- (b) LTC Group has full power and authority to enter into this Agreement and to carry out its obligations as set forth herein. LTC Group has taken all action required by law, its organizational documents or otherwise to be taken to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement is a valid and binding agreement of LTC Group enforceable in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditor's rights, and the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.
- (c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) violate any provision of the organizational documents of LTC Group; (ii) violate any statute or law, or any judgment, decree, order, regulation or rule of any court or Governmental Authority, or (iii) violate any agreement to which LTC Group is a party or by which LTC Group or any of its properties are bound.

ARTICLE 3. TERM AND TERMINATION

- 3.1 **Term.** This Agreement shall commence on the Effective Date and, subject to Sections 3.2 and 3.3, shall expire on August 31, 2019 (the "Initial Term"). The term shall be automatically extended for successive one (1) year periods ("Extended Terms") unless (i) Operator provides at least thirty (30) days' written notice prior to the expiration of the Initial Term or any Extended Term, or (ii) the Agreement is terminated in accordance with the provisions of Sections 3.2 through 3.3. At the expiration of the Initial Term or any Extended Term, Operator and LTC Group desire and agree to use good faith efforts to negotiate mutually acceptable and reasonably appropriate modifications to the Agreement to address a change in any law, regulation, rule or reimbursement level, state or federal. Except as otherwise agreed to by the parties, the terms and conditions during any such Extended Term shall be the same as the terms and conditions during the Initial Term, provided that

the terms of Article 4 may be modified. Notwithstanding any other provision, this Agreement shall terminate upon the termination of the Management Agreement.

- 3.2 For Cause Termination by Operator. This Agreement may be terminated by Operator as follows:
- 3.2.1 Immediately by Operator upon an Event of Default by LTC Group described in Sections 8.1.1; or
 - 3.2.2 Upon thirty (30) days written notice to LTC Group upon an Event of Default by LTC Group described in Sections 8.1.2 or 8.1.3 that remains uncured;
- 3.3 For Cause Termination by LTC Group. This Agreement may be terminated by LTC Group as follows:
- 3.3.1 Immediately by LTC Group upon an Event of Default by Operator described in Sections 8.2.1; or
 - 3.3.2 Upon thirty (30) days prior written notice to Operator upon an Event of Default by Operator described in Section 8.2.2 or 8.2.3 that remains uncured.
- 3.4 Termination Payment. Upon Termination of this Agreement, Operator shall pay LTC Group all accrued but unpaid Services Fees. The reconciliation and timing of these payments will be completed as soon as practicable after Termination of this Agreement. The provisions of this Section 3.4 shall survive any termination of this Agreement.

ARTICLE 4. COMPENSATION

- 4.1 Fees and Incentive Fees. In consideration of services to be performed hereunder, LTC Group shall be eligible to receive a Services Fee as described in Exhibit A. The Services Fee shall be payable monthly.
- 4.2 Fair Market Value. The parties agree that the compensation provided herein has been determined in arm's length bargaining and is consistent with fair market value as determined by a third party.

ARTICLE 5. BOOKKEEPING AND BANK ACCOUNTS

- 5.1 Access to Books and Records.
- 5.1.1 LTC Group agrees to comply with all legal requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, LTC Group and any of its affiliates providing services with a value or cost of \$10,000 or more over a twelve-month period shall make available to the Secretary the contract, books, documents, and records that are necessary to verify the nature and extent of the cost of providing such services. Such inspection shall be available up to four years after the rendering of such services. The Parties agree that any applicable attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this Agreement. This section is included and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto.

- 5.1.2 LTC Group acknowledges that all records are and shall remain the property of Operator, subject to such access and review by LTC Group as permitted by applicable law.

ARTICLE 6. INSURANCE

- 6.1 Property and Operational Insurance. During the Term of this Agreement, the Facility, at Operator's or Manager's expense, shall provide, procure and maintain all insurance required by the Management Agreement.

ARTICLE 7. ACCESS AND USE OF FACILITY

- 7.1 Access. During the Term of this Agreement, LTC Group shall have complete access to the Facility to the extent necessary to perform its obligations under this Agreement.

ARTICLE 8. DEFAULT

- 8.1 Default and Events of Default by LTC Group. The following shall each constitute a "Default" by, and an "Event of Default" with respect to, LTC Group for purposes of this Agreement:

8.1.1 LTC Group: (i) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors' rights now existing or hereafter in effect; (ii) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief; (iii) has consented to any order for relief entered with respect to the LTC Group under the Federal Bankruptcy Code; or (iv) has failed to cause the dismissal of any proceeding instituted against the party under the Federal Bankruptcy Code, or the removal of any trustee appointed with respect to the party's property under the Federal Bankruptcy Code, within ninety (90) days of the commencement of such proceeding or appointment of such trustee, as the case may be.

8.1.2 LTC Group commits any act or fails to take any action that is specifically identified as a "Default" or an "Event of Default" by LTC Group under any provision of this Agreement that is not cured, in full or in part, for a period of thirty (30) days after written notice thereof by Operator to LTC Group, or if such Default or Event of Default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided LTC Group commences to cure such Default or Event of Default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

8.1.3 The failure by LTC Group to keep, observe or perform any covenant, agreement, term or provision of this Agreement and the continuation of such failure, in full or in part, for a period of thirty (30) days after written notice thereof by Operator to LTC Group, or if such default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided LTC Group commences to cure such default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

- 8.2 Default and Events of Default by Operator. The following shall each constitute a "Default" by, and an "Event of Default" with respect to, Operator for purposes of this Agreement:

8.2.1 Operator: (i) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors' rights now existing or hereafter in effect; (ii) has initiated, either in an original proceeding or by way of answer in any state insolvency

or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief; (iii) has consented to any order for relief entered with respect to Operator under the Federal Bankruptcy Code; or (iv) has failed to cause the dismissal of any proceeding instituted against the party under the Federal Bankruptcy Code, or the removal of any trustee appointed with respect to the party's property under the Federal Bankruptcy Code, within ninety (90) days of the commencement of such proceeding or appointment of such trustee, as the case may be.

8.2.2 Operator commits any act or fails to take any action that is specifically identified as a "Default" or an "Event of Default" by Operator under any provision of this Agreement that is not cured, in full or in part, for a period of thirty (30) days after written notice thereof by LTC Group to Operator, or if such Default or Event of Default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided Operator commences to cure such Default or Event of Default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

8.2.3 The failure by Operator to keep, observe or perform any covenant, agreement, term or provision of this Agreement and the continuation of such failure, in full or in part, for a period of thirty (30) days after written notice thereof by LTC Group to Operator, or if such default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided Operator commences to cure such default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

8.3 Remedies Upon an Event of Default

8.3.1 Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to pursue any one or more of the following courses of action: (i) to terminate this Agreement as provided in Article 3 and (ii) to institute any and all proceedings permitted by law or at equity, including, without limitation, actions for specific performance and/or damages.

8.3.2 Upon the occurrence of an Event of Default by either party, any amounts owed to the non-defaulting party shall accrue interest at an annual rate of twelve percent (12%), compounded annually, or the maximum non-usurious rate allowed by law, on the principal balance due commencing on the original due date of such payment through the date of payment.

8.3.3 The rights granted hereunder are intended to be cumulative, and shall not be in substitution for, but shall be in addition to, any and all rights and remedies available to the non-defaulting party (including, without limitation, injunctive relief and damages) by reason of applicable provisions of law or equity.

ARTICLE 9. INDEMNIFICATION AND HOLD HARMLESS

9.1 **INDEMNIFICATION BY LTC GROUP. LTC GROUP SHALL INDEMNIFY AND HOLD HARMLESS OPERATOR, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING IN ANY MANNER DIRECTLY OR INDIRECTLY FROM THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF LTC GROUP.**

- 9.2 **INDEMNIFICATION BY OPERATOR. TO THE FULLEST EXTENT PERMITTED BY LAW, OPERATOR SHALL INDEMNIFY AND HOLD HARMLESS LTC GROUP, ITS MEMBERS, MANAGERS, SHAREHOLDERS, PARTNERS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING IN ANY MANNER DIRECTLY OR INDIRECTLY FROM THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF OPERATOR AND ITS SHAREHOLDERS OR PARTNERS, AGENTS, EMPLOYEES, AND CONTRACTORS TO THE EXTENT THEY ARE UNDER THE DIRECTION AND CONTROL OF OPERATOR.**

ARTICLE 10. ASSIGNMENT

10.1 Assignment

10.1.1 Neither LTC Group nor Operator shall assign or transfer its interest in this Agreement without the prior written consent of the other party which consent may be withheld in the sole discretion of such other party. For purposes of this Agreement, the following shall be considered an assignment or transfer of this Agreement: (i) any assignment, transfer, sale or disposition of the majority of the ownership interest of LTC Group, voluntarily or involuntarily, by the parties who owned such interest on the Effective Date, (ii) any issuance of ownership interest of LTC Group or other transaction that results in a change in the control of LTC Group or Operator, or (iii) any merger, consolidation or other similar transaction to which LTC Group or Operator is party.

10.1.2 In the event either party consents to an assignment of this Agreement by the other, no further assignment shall be made without the express consent in writing of such party, unless such assignment may otherwise be made without such consent pursuant to the terms of this Agreement. An assignment by either Operator or LTC Group of its interest in this Agreement shall not relieve Operator or LTC Group, as the case may be, from their respective obligations under this Agreement.

ARTICLE 11. MISCELLANEOUS

11.1 Further Assurances. Except as specifically provided in this Agreement, Operator or LTC Group, as the case may be, shall cause to be executed and delivered to the other party all such other instruments and shall take or cause to be taken such further or other action as may reasonably and in good faith be deemed by the other party to be necessary or desirable in order to further assure the performance by Operator or LTC Group, as the case may be, of any of their respective obligations under this Agreement.

11.2 Confidentiality. The parties hereto agree that the matters set forth in this Agreement are strictly confidential and other than as may be required by applicable state open records law and/or securities laws and regulations, each party will make every effort to ensure that the information is not disclosed to any outside person or entities (including the press) without the written consent of the other party.

11.3 Consents. Wherever in this Agreement the consent or approval of Operator or LTC Group is required and the same is not expressly indicated to be at the sole discretion of a party, such consent or approval shall not be unreasonably withheld, shall be in writing and shall be executed by a duly authorized officer or agent of the party granting such consent or approval. If either Operator or LTC

Group fails to respond within thirty (30) days to a request by the other party for a consent or approval, such consent or approval shall be deemed to have been given.

- 11.4 Applicable Law. This Agreement shall be construed under and shall be governed by the laws of the State of Texas.
- 11.5 Headings. Headings of Articles and Sections are inserted only for convenience and in no way limit the scope of the particular Articles or Sections to which they refer.
- 11.6 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given on the date delivered, if delivered personally, on the fifth (5th) business day after being mailed by registered or certified mail (postage prepaid, return receipt requested), in each case, to the parties at the following addresses, or on the date sent and confirmed by electronic transmission to the telecopier number specified below (or at such other address or telecopier number for a party as shall be specified by notice given in accordance with this Section):

If to Operator, to:
Winnie-Stowell Hospital District
P.O. Box 1997
Winnie, Texas 77662
Attn: President

If to LTC Group:
LTC Group, LLC
3267 Bee Caves Road, Ste 107-511
Austin, TX 78746
Attn: President

- 11.7 HIPAA Compliance. The parties agree that the services provided under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the services provided herein, including but not limited to regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) (“HIPAA”) and Title 2, Section I, Chapter 181 of the Texas Medical Records Privacy Act. Furthermore, the parties shall amend this Agreement or execute any additional documentation to amend the Agreement to conform with HIPAA, the Texas Medical Records Privacy Act, or any new or revised legislation, rules, and regulations to which they are subject now or in the future, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation in order to ensure that the parties are at all times in conformance with all such laws.
- 11.8 Entire Agreement. This Agreement, together with other writings signed by the parties which are expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writings and may be changed only by a writing signed by both parties hereto.
- 11.9 Waiver. The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either

party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

- 11.10 Partial Invalidity. If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would operate as an undue hardship on LTC Group or Operator, or constitute a substantial deviation from the general intent and purpose of said parties as reflected in this Agreement.
- 11.11 Construction. No provisions of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.
- 11.12 Limit on Recourse. Operator's and LTC Group's obligations under this Agreement are not with recourse to any director, manager, officer, employee, member, or agent of Operator or LTC Group, respectively.
- 11.13 Disclaimer. None of the services or assistance offered to Operator by LTC Group, or payments made to the LTC Group, shall in any manner be construed as an inducement for the referral of any patients or for the arrangement of any services covered under a Federal healthcare program. The parties do not intend the terms of this Agreement to provide for, and nothing in this Agreement shall be deemed or in any manner construed to be, the solicitation, receipt, offer or payment of remuneration for the furnishing of any item or service for which payment may be made in whole or in part under a Federal healthcare program, or in return for purchasing, leasing, ordering or arranging for, or recommending purchasing, leasing, ordering, any good, facility, service or item for which payment may be made in whole or in part under a Federal healthcare program. Such services and assistance are wholly intended to improve the delivery of health care services to the population and communities served by the parties, and are provided in a manner so as to confer a benefit on those communities. In the event any state or federal laws or regulations, now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, Operator and LTC Group shall attempt in good faith to amend this Agreement as necessary. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangement between Operator and LTC Group.
- 11.14 Authority. Each individual who has signed this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing.
- 11.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. Executed counterparts may be delivered by facsimile (and/or Adobe ® PDF), and shall be effective when received, with the original copy sent by overnight delivery service. This Agreement shall be of no force or effect unless and until it has been executed and delivered by both parties.
- 11.16 Dispute Resolution. Each party agrees that any dispute between the Parties that arises from this Agreement, or the operation of the Facility, including any action to interpret, construe or enforce this Agreement shall be resolved through binding arbitration in accordance with Chapter 171 of the Texas Civil Practices and Remedies Code and the rules of the American Health Lawyers Association Alternative Dispute Resolution Service then in effect, or other nationally recognized alternative dispute resolution service that is mutually agreeable to the Parties. This provision shall not prohibit either Party from seeking any necessary injunctive relief from a court of competent

jurisdiction in connection with any dispute arising from this Agreement or the operation of the Facility. **THE PARTIES KNOWINGLY AND WILLINGLY WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY AND ALL DISPUTES THAT MAY ARISE FROM THIS AGREEMENT OR THE OPERATION OF THE FACILITY.**

- 11.17 Change in Law. If there is a change in any law, regulation, rule or reimbursement, state or federal, which adversely affects this Agreement, the Facility or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation, or rule, or if any of the provisions of this Agreement are found to be in violation of the laws existing at the time of such determination, and either party reasonably believes in good faith that the change, interpretation or determination will have a substantial adverse effect on that party's business operations or its rights or obligations under this Agreement, then the party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement and to take any action necessary to eliminate or reduce the substantial adverse effect on that party .

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

WINNIE-STOWELL HOSPITAL DISTRICT:

By: _____

Printed:

Title: President

LTC GROUP, LLC

By: _____

Todd Biederman

for The Sage Group Services, LLC, its Manager

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**EXHIBIT A
FACILITIES AND SERVICES FEES**

Facility	Address	Service Fee
Park Manor of Cypress Station	420 Lantern Bend Dr, Houston, TX, 77090	\$5,700 per month
Park Manor of Humble	19424 McKay Dr, Humble, TX, 77338	\$5,700 per month
Park Manor of Westchase	11910 Richmond Ave, Houston, TX, 77082	\$5,700 per month
Park Manor of Cyfair	11001 Crescent Moon Dr, Houston, TX, 77064	\$5,700 per month
Park Manor of Quail Valley	2350 FM 1092, Missouri City, TX, 77459	\$5,700 per month
Park Manor of Conroe	1600 Grand Lake Dr, Conroe, TX, 77301	\$5,700 per month
Park Manor of The Woodlands	1014 Windsor Lakes Blvd, The Woodlands, TX, 77384	\$5,700 per month
Park Manor of Tomball	250 School St, Tomball, TX, 77375	\$5,700 per month
Park Manor of Southbelt	11902 Resource Pkway, Houston, TX, 77089	\$5,700 per month
Deerbrook Skilled Nursing	9250 Humble Westfield Rd, Humble, TX, 77338	\$5,700 per month
Friendship Haven Healthcare	1500 Sunset Dr, Friendswood, TX, 77546	\$5,700 per month
Marshall Manor Nursing and Rehabilitation Center	1007 S Washington Ave, Marshall, TX, 75670	\$5,700 per month
Highland Park Care Center	2714 Morrison, Houston, TX, 77009	\$5,700 per month
Marshall Manor West	207 West Merritt St, Marshall, TX, 75670	\$5,700 per month
Golden Villa	1104 S William St, Atlanta, TX, 75551	\$5,700 per month
Rose Haven Retreat	200 Live Oak Street, Atlanta, TX, 75551	\$5,700 per month
Spring Branch Transitional Care	1615 Hillendahl Rd, Houston, TX, 77055	\$5,700 per month

Facility	Address	Service Fee
Center		
Garrison Nursing Home and Rehabilitation Center	333 North FM 95, Garrison, TX, 75946	\$5,700 per month
Clairmont Beaumont	1020 S 23rd St, Beaumont, TX, 77707	\$5,700 per month
The Woodlands Healthcare Center	4650 S Panther Creek Dr, The Woodlands, TX 77381	\$5,700 per month
Monument Rehabilitation and Nursing Center	120 State Loop 92, La Grange, TX, 78945	\$5,700 per month
Oakland Manor Nursing Center	1400 N Main St, Giddings, TX, 78942	\$5,700 per month
Hallettsville Rehabilitation and Nursing Center	825 W Fairwinds, Hallettsville, TX, 77964	\$5,700 per month
Oak Manor Nursing Center	624 N Converse St, Flatonia, TX, 78941	\$5,700 per month

EXHIBIT B SERVICES

LTC Group shall perform the following services subject to Operator's review and oversight:

1. A regular review of the Facility's finances, including, but not limited to, the following:
 - a. Monthly Payor Mix Trending and Analysis;
 - b. Monthly Financial Benchmarking;
 - c. Monthly A/R Review;
 - d. Monthly Bad Debt Review;
 - e. Monthly Budget Review: As necessary, a review of Manager's collection and deposit of all net patient revenue to the depository account and management of the cash flow of the Facility, including, without limitation, billing all patients and governmental or other third-party payors for all services provided by or at the facility, collecting all net patient revenue and paying all operating expenses and other accounts payable related to the operation of the facility;
 - f. As necessary, a review of all books and records relating to the operation of the facility;
 - g. As necessary, a review of all cost, expense and reimbursement reports and related documents relating to services provided to residents, including without limitation the Medicare and Medicaid cost reports and Texas supplemental payment programs;
 - h. As necessary, review of Minimum Data Set ("MDS") and Resident Assessment Protocols ("RAPs") on a schedule and as required by applicable federal regulations, including 42 C.F.R. §483.20;
 - i. LTC Group, as necessary, shall request and review the HHSC annual RUG review/audit; and
 - j. A review of annual operating budget proposed by Manager.

2. A regular review of the Facility's operations, including, but not limited to, the following:
 - a. Daily census tracking and review of monthly occupancy report;
 - b. Quarterly on-site visit with facility administrator;
 - c. Monthly operational compliance monitoring;
 - d. As needed, assist with any survey, inspection or site investigation or accreditation process conducted by a governmental, regulatory, certifying or accrediting entity with authority or jurisdiction over the Facility, and assist with the implementation of any official findings of such reviews;
 - e. Assist Operator with any legal dispute in which Operator is involved relating to the ownership, services or operation of the facility; and
 - f. Assist Operator and its certified public accountants in connection with any audit, review or reports conducted or prepared in connection with the ownership or operation of the Facility.

3. A regular review of the Facility's clinic performance, including, but not limited to, the following:
 - a. Monthly Incident/Accident Trending & Analysis;
 - b. Monthly Infection Control Trending & Analysis;
 - c. Monthly Weight Assessment Review;
 - d. Monthly Skin Assessment Review;
 - e. As necessary, review clinical compliance for facilities;
 - f. As necessary, Annual Clinical Policy Review;
 - g. As needed, a review of the Facility's resident care and health care policies and procedures and general administrative policies and procedures, including, without limitation, policies and procedures for the control of revenue and expenditures, for the purchasing of supplies and services, for the control of credit, and for the scheduling of maintenance;

- h. As necessary, assist facility in accordance with a quality assessment performance improvement program and a compliance plan; and
 - i. As necessary, as reasonably requested, review and assist with quality assurance committee.
- 4. Upon the request of Operator, attend meetings of Operator's governing board or executive staff to discuss services and other relevant issues.
- 5. Financial services on behalf of the Operator:
 - a. Daily review of accounts for deposits; weekly wire transfers to the operators;
 - b. Review and/or prepare monthly reconciliation of back accounts;
 - c. Prepare month end closing journal entries for Operator financial statements;
 - d. Ensure financial mechanisms are in place to ensure timely distribution of funds to meet obligations;
 - e. Assist with annual Operator audits.

THIRD AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

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THIS THIRD AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is effective as of September 1, 2018 (“Effective Date”), by and between Winnie-Stowell Hospital District, a governmental entity and body politic established pursuant to Chapter 286 of the Texas Health & Safety Code, as amended (“Operator”), and LTC Group, LLC, a Texas limited liability company (“LTC Group”).

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RECITALS

WHEREAS, Operator is engaged in the business of, among other things, operating licensed health care facilities, and LTC Group is engaged in the business of providing certain financial, operational and clinical review and other professional services to licensed health care facilities;

WHEREAS, Operator has entered into leases of the real property (the “Leases”) associated with the licensed health facilities listed in Exhibit A, attached hereto and incorporated herein (each, a “Facility”);

WHEREAS, Operator has entered into management agreements (the “Management Agreements”) with certain entities (each, a “Manager”) under which Manager will manage the Facility on behalf of Operator;

WHEREAS, Operator desires to engage LTC Group to provide certain financial, operational and clinical review services for the Facility on behalf of Operator and LTC Group desires to provide such services for the Facility on behalf of Operator in accordance with the terms and conditions of this Agreement;

WHEREAS, Operator previously engaged LTC Group to provide certain financial, operational and clinical review services for the Facilities on behalf of Operator in accordance with the terms and conditions of Professional Services Agreements for each Facility (the “Original Services Agreements”);

WHEREAS, Operator and LTC Group previously executed a First Amended and Restated Professional Services Agreement (“First Amended Agreement”) and a Second Amended and Restated Professional Services Agreement (“Second Amended Agreement”); and

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WHEREAS, Operator and LTC Group now desire to amend and restate the Original Services Agreements, as amended by the First Amended Agreement and the Second Amended Agreement, as hereinafter set forth;

NOW THEREFORE, for and in consideration of the execution of this Agreement and of the mutual covenants and agreements herein contained, the parties hereby enter into this Third Amended and Restated Professional Services Agreement and in so doing, completely supersede and replace the Original Services Agreements, as amended by the First Amended Agreement and the Second Amended Agreement, and covenant and agree as follows:

Deleted: First

ARTICLE 1. DEFINITION OF TERMS

The following terms when used in this Agreement shall have the meanings indicated:

“Governmental Authority” shall mean any court or any federal, state, or local legislative body or governmental municipality, department, commission, board, bureau, agency or authority, including without limitation, the Centers for Medicare and Medicaid Services (“CMS”), the Texas Health and Human

Services Commission (“HHSC”), but not including Operator.

Deleted: the Texas Department of Aging and Disability Services (“DADS”).

“License” means any license, permit, decree, act, order, authorization or other approval or instrument which is necessary in order to operate the Facility in accordance with legal requirements or otherwise in accordance with this Agreement.

“Term” means the Initial Term plus any Extended Term.

ARTICLE 2. ENGAGEMENT OF LTC GROUP

2.1 Engagement.

2.1.1 Upon the terms and subject to the conditions of this Agreement, Operator hereby engages LTC Group to provide certain financial, operational and clinical review services for the Facility on behalf of Operator commencing on the Effective Date. Said financial, operational and clinical review services are listed and attached hereto as Exhibit B (collectively, the “Services”).

2.1.2 The performance of all activities by LTC Group hereunder shall be on behalf of Operator for the benefit of Operator. By entering into this Agreement, Operator does not delegate to LTC Group any powers, duties or responsibilities that Operator is not authorized by law to delegate. Operator retains all other authority and control that has not been expressly delegated to LTC Group pursuant to this Agreement. Notwithstanding anything in this Agreement to the contrary, LTC Group shall not have the ability, acting alone or in concert with others, to directly or indirectly influence, direct or cause the direction of the management, expenditure of money, or policies of the Facility.

2.2 Authority and Responsibility of LTC Group. In the performance of its duties hereunder, LTC Group shall be and act as an independent contractor, with the sole duty to provide the Services for the benefit of Operator and subject to the ultimate authority and control of Operator and other restrictions described herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment relationship, or otherwise to create any liability for one party with respect to indebtedness, liabilities or obligations of the other party except as otherwise may be expressly set forth herein.

2.3 Licenses and Permits. Operator shall at all times from and after the Effective Date and during the Term of this Agreement be solely responsible for obtaining and maintaining all Licenses, permits, qualifications, certifications, and approvals from any applicable governmental agency required for the operation of the Facility. Operator shall be solely responsible for all reporting and other requirements necessary to obtain and maintain all Licenses, permits, qualifications, certifications, and approvals from any applicable governmental agency required for the operation of the Facility.

2.4 Representations and Warranties.

2.4.1 Operator represents and warrants to LTC Group as follows:

- (a) Operator is a hospital district established under the laws of the State of Texas.
- (b) Operator has full power and authority to enter into this Agreement and to carry out its obligations set forth herein. Operator has taken all action required by law, its organizational documents, or otherwise to be taken to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated

hereby. This Agreement is a valid and binding agreement of Operator enforceable in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditor's rights, and the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

- (c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) violate any provision of the organizational documents of Operator; (ii) violate any statute or law, or any judgment, decree, order, regulation or rule of any court or Governmental Authority, or (iii) violate any agreement to which it is bound.

2.4.2 LTC Group represents and warrants to Operator as follows:

- (a) LTC Group is a Texas limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas.
- (b) LTC Group has full power and authority to enter into this Agreement and to carry out its obligations as set forth herein. LTC Group has taken all action required by law, its organizational documents or otherwise to be taken to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement is a valid and binding agreement of LTC Group enforceable in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditor's rights, and the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.
- (c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) violate any provision of the organizational documents of LTC Group; (ii) violate any statute or law, or any judgment, decree, order, regulation or rule of any court or Governmental Authority, or (iii) violate any agreement to which LTC Group is a party or by which LTC Group or any of its properties are bound.

ARTICLE 3. TERM AND TERMINATION

3.1 Term. This Agreement shall commence on the Effective Date and, subject to Sections 3.2 and 3.3, shall expire on August 31, 2019 (the "Initial Term"). The term shall be automatically extended for successive one (1) year periods ("Extended Terms") unless (i) Operator provides at least thirty (30) days' written notice prior to the expiration of the Initial Term or any Extended Term, or (ii) the Agreement is terminated in accordance with the provisions of Sections 3.2 through 3.3. At the expiration of the Initial Term or any Extended Term, Operator and LTC Group desire and agree to use good faith efforts to negotiate mutually acceptable and reasonably appropriate modifications to the Agreement to address a change in any law, regulation, rule or reimbursement level, state or federal. Except as otherwise agreed to by the parties, the terms and conditions during any such Extended Term shall be the same as the terms and conditions during the Initial Term, provided that

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the terms of Article 4 may be modified. Notwithstanding any other provision, this Agreement shall terminate upon the termination of the Management Agreement.

3.2 For Cause Termination by Operator. This Agreement may be terminated by Operator as follows:

3.2.1 Immediately by Operator upon an Event of Default by LTC Group described in Sections 8.1.1; or

3.2.2 Upon thirty (30) days written notice to LTC Group upon an Event of Default by LTC Group described in Sections 8.1.2 or 8.1.3 that remains uncured;

3.3 For Cause Termination by LTC Group. This Agreement may be terminated by LTC Group as follows:

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3.3.1 Immediately by LTC Group upon an Event of Default by Operator described in Sections 8.2.1; or

3.3.2 Upon thirty (30) days prior written notice to Operator upon an Event of Default by Operator described in Section 8.2.2 or 8.2.3 that remains uncured.

3.4 Termination Payment. Upon Termination of this Agreement, Operator shall pay LTC Group all accrued but unpaid Services Fees. The reconciliation and timing of these payments will be completed as soon as practicable after Termination of this Agreement. The provisions of this Section 3.4 shall survive any termination of this Agreement.

ARTICLE 4. COMPENSATION

4.1 Fees and Incentive Fees. In consideration of services to be performed hereunder, LTC Group shall be eligible to receive a Services Fee as described in Exhibit A. The Services Fee shall be payable monthly.

4.2 Fair Market Value. The parties agree that the compensation provided herein has been determined in arm's length bargaining and is consistent with fair market value as determined by a third party.

ARTICLE 5. BOOKKEEPING AND BANK ACCOUNTS

5.1 Access to Books and Records.

5.1.1 LTC Group agrees to comply with all legal requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, LTC Group and any of its affiliates providing services with a value or cost of \$10,000 or more over a twelve-month period shall make available to the Secretary the contract, books, documents, and records that are necessary to verify the nature and extent of the cost of providing such services. Such inspection shall be available up to four years after the rendering of such services. The Parties agree that any applicable attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this Agreement. This section is included and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto.

- 5.1.2 LTC Group acknowledges that all records are and shall remain the property of Operator, subject to such access and review by LTC Group as permitted by applicable law.

ARTICLE 6. INSURANCE

- 6.1 Property and Operational Insurance. During the Term of this Agreement, the Facility, at Operator's or Manager's expense, shall provide, procure and maintain all insurance required by the Management Agreement.

ARTICLE 7. ACCESS AND USE OF FACILITY

- 7.1 Access. During the Term of this Agreement, LTC Group shall have complete access to the Facility to the extent necessary to perform its obligations under this Agreement.

ARTICLE 8. DEFAULT

- 8.1 Default and Events of Default by LTC Group. The following shall each constitute a "Default" by, and an "Event of Default" with respect to, LTC Group for purposes of this Agreement:

8.1.1 LTC Group: (i) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors' rights now existing or hereafter in effect; (ii) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief; (iii) has consented to any order for relief entered with respect to the LTC Group under the Federal Bankruptcy Code; or (iv) has failed to cause the dismissal of any proceeding instituted against the party under the Federal Bankruptcy Code, or the removal of any trustee appointed with respect to the party's property under the Federal Bankruptcy Code, within ninety (90) days of the commencement of such proceeding or appointment of such trustee, as the case may be.

8.1.2 LTC Group commits any act or fails to take any action that is specifically identified as a "Default" or an "Event of Default" by LTC Group under any provision of this Agreement that is not cured, in full or in part, for a period of thirty (30) days after written notice thereof by Operator to LTC Group, or if such Default or Event of Default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided LTC Group commences to cure such Default or Event of Default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

8.1.3 The failure by LTC Group to keep, observe or perform any covenant, agreement, term or provision of this Agreement and the continuation of such failure, in full or in part, for a period of thirty (30) days after written notice thereof by Operator to LTC Group, or if such default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided LTC Group commences to cure such default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

- 8.2 Default and Events of Default by Operator. The following shall each constitute a "Default" by, and an "Event of Default" with respect to, Operator for purposes of this Agreement:

8.2.1 Operator: (i) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors' rights now existing or hereafter in effect; (ii) has initiated, either in an original proceeding or by way of answer in any state insolvency

or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief; (iii) has consented to any order for relief entered with respect to Operator under the Federal Bankruptcy Code; or (iv) has failed to cause the dismissal of any proceeding instituted against the party under the Federal Bankruptcy Code, or the removal of any trustee appointed with respect to the party's property under the Federal Bankruptcy Code, within ninety (90) days of the commencement of such proceeding or appointment of such trustee, as the case may be.

8.2.2 Operator commits any act or fails to take any action that is specifically identified as a "Default" or an "Event of Default" by Operator under any provision of this Agreement that is not cured, in full or in part, for a period of thirty (30) days after written notice thereof by LTC Group to Operator, or if such Default or Event of Default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided Operator commences to cure such Default or Event of Default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

8.2.3 The failure by Operator to keep, observe or perform any covenant, agreement, term or provision of this Agreement and the continuation of such failure, in full or in part, for a period of thirty (30) days after written notice thereof by LTC Group to Operator, or if such default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided Operator commences to cure such default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

8.3 Remedies Upon an Event of Default

8.3.1 Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to pursue any one or more of the following courses of action: (i) to terminate this Agreement as provided in Article 3 and (ii) to institute any and all proceedings permitted by law or at equity, including, without limitation, actions for specific performance and/or damages.

8.3.2 Upon the occurrence of an Event of Default by either party, any amounts owed to the non-defaulting party shall accrue interest at an annual rate of twelve percent (12%), compounded annually, or the maximum non-usurious rate allowed by law, on the principal balance due commencing on the original due date of such payment through the date of payment.

8.3.3 The rights granted hereunder are intended to be cumulative, and shall not be in substitution for, but shall be in addition to, any and all rights and remedies available to the non-defaulting party (including, without limitation, injunctive relief and damages) by reason of applicable provisions of law or equity.

ARTICLE 9. INDEMNIFICATION AND HOLD HARMLESS

9.1 **INDEMNIFICATION BY LTC GROUP. LTC GROUP SHALL INDEMNIFY AND HOLD HARMLESS OPERATOR, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING IN ANY MANNER DIRECTLY OR INDIRECTLY FROM THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF LTC GROUP.**

9.2 **INDEMNIFICATION BY OPERATOR. TO THE FULLEST EXTENT PERMITTED BY LAW, OPERATOR SHALL INDEMNIFY AND HOLD HARMLESS LTC GROUP, ITS MEMBERS, MANAGERS, SHAREHOLDERS, PARTNERS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING IN ANY MANNER DIRECTLY OR INDIRECTLY FROM THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF OPERATOR AND ITS SHAREHOLDERS OR PARTNERS, AGENTS, EMPLOYEES, AND CONTRACTORS TO THE EXTENT THEY ARE UNDER THE DIRECTION AND CONTROL OF OPERATOR.**

ARTICLE 10. ASSIGNMENT

10.1 Assignment

10.1.1 Neither LTC Group nor Operator shall assign or transfer its interest in this Agreement without the prior written consent of the other party which consent may be withheld in the sole discretion of such other party. For purposes of this Agreement, the following shall be considered an assignment or transfer of this Agreement: (i) any assignment, transfer, sale or disposition of the majority of the ownership interest of LTC Group, voluntarily or involuntarily, by the parties who owned such interest on the Effective Date, (ii) any issuance of ownership interest of LTC Group or other transaction that results in a change in the control of LTC Group or Operator, or (iii) any merger, consolidation or other similar transaction to which LTC Group or Operator is party.

10.1.2 In the event either party consents to an assignment of this Agreement by the other, no further assignment shall be made without the express consent in writing of such party, unless such assignment may otherwise be made without such consent pursuant to the terms of this Agreement. An assignment by either Operator or LTC Group of its interest in this Agreement shall not relieve Operator or LTC Group, as the case may be, from their respective obligations under this Agreement.

ARTICLE 11. MISCELLANEOUS

11.1 Further Assurances. Except as specifically provided in this Agreement, Operator or LTC Group, as the case may be, shall cause to be executed and delivered to the other party all such other instruments and shall take or cause to be taken such further or other action as may reasonably and in good faith be deemed by the other party to be necessary or desirable in order to further assure the performance by Operator or LTC Group, as the case may be, of any of their respective obligations under this Agreement.

11.2 Confidentiality. The parties hereto agree that the matters set forth in this Agreement are strictly confidential and other than as may be required by applicable state open records law and/or securities laws and regulations, each party will make every effort to ensure that the information is not disclosed to any outside person or entities (including the press) without the written consent of the other party.

11.3 Consents. Wherever in this Agreement the consent or approval of Operator or LTC Group is required and the same is not expressly indicated to be at the sole discretion of a party, such consent or approval shall not be unreasonably withheld, shall be in writing and shall be executed by a duly authorized officer or agent of the party granting such consent or approval. If either Operator or LTC

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Group fails to respond within thirty (30) days to a request by the other party for a consent or approval, such consent or approval shall be deemed to have been given.

- 11.4 Applicable Law. This Agreement shall be construed under and shall be governed by the laws of the State of Texas.
- 11.5 Headings. Headings of Articles and Sections are inserted only for convenience and in no way limit the scope of the particular Articles or Sections to which they refer.
- 11.6 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given on the date delivered, if delivered personally, on the fifth (5th) business day after being mailed by registered or certified mail (postage prepaid, return receipt requested), in each case, to the parties at the following addresses, or on the date sent and confirmed by electronic transmission to the telecopier number specified below (or at such other address or telecopier number for a party as shall be specified by notice given in accordance with this Section):

If to Operator, to:
Winnie-Stowell Hospital District
P.O. Box 1997
Winnie, Texas 77662
Attn: President

If to LTC Group:
LTC Group, LLC
3267 Bee Caves Road, Ste 107-511
Austin, TX 78746
Attn: President

- 11.7 HIPAA Compliance. The parties agree that the services provided under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the services provided herein, including but not limited to regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) ("HIPAA") and Title 2, Section I, Chapter 181 of the Texas Medical Records Privacy Act. Furthermore, the parties shall amend this Agreement or execute any additional documentation to amend the Agreement to conform with HIPAA, the Texas Medical Records Privacy Act, or any new or revised legislation, rules, and regulations to which they are subject now or in the future, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation in order to ensure that the parties are at all times in conformance with all such laws.
- 11.8 Entire Agreement. This Agreement, together with other writings signed by the parties which are expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writings and may be changed only by a writing signed by both parties hereto.
- 11.9 Waiver. The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either

party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

- 11.10 Partial Invalidity. If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would operate as an undue hardship on LTC Group or Operator, or constitute a substantial deviation from the general intent and purpose of said parties as reflected in this Agreement.
- 11.11 Construction. No provisions of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.
- 11.12 Limit on Recourse. Operator's and LTC Group's obligations under this Agreement are not with recourse to any director, manager, officer, employee, member, or agent of Operator or LTC Group, respectively.
- 11.13 Disclaimer. None of the services or assistance offered to Operator by LTC Group, or payments made to the LTC Group, shall in any manner be construed as an inducement for the referral of any patients or for the arrangement of any services covered under a Federal healthcare program. The parties do not intend the terms of this Agreement to provide for, and nothing in this Agreement shall be deemed or in any manner construed to be, the solicitation, receipt, offer or payment of remuneration for the furnishing of any item or service for which payment may be made in whole or in part under a Federal healthcare program, or in return for purchasing, leasing, ordering or arranging for, or recommending purchasing, leasing, ordering, any good, facility, service or item for which payment may be made in whole or in part under a Federal healthcare program. Such services and assistance are wholly intended to improve the delivery of health care services to the population and communities served by the parties, and are provided in a manner so as to confer a benefit on those communities. In the event any state or federal laws or regulations, now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, Operator and LTC Group shall attempt in good faith to amend this Agreement as necessary. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangement between Operator and LTC Group.
- 11.14 Authority. Each individual who has signed this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing.
- 11.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. Executed counterparts may be delivered by facsimile (and/or Adobe ® PDF), and shall be effective when received, with the original copy sent by overnight delivery service. This Agreement shall be of no force or effect unless and until it has been executed and delivered by both parties.
- 11.16 Dispute Resolution. Each party agrees that any dispute between the Parties that arises from this Agreement, or the operation of the Facility, including any action to interpret, construe or enforce this Agreement shall be resolved through binding arbitration in accordance with Chapter 171 of the Texas Civil Practices and Remedies Code and the rules of the American Health Lawyers Association Alternative Dispute Resolution Service then in effect, or other nationally recognized alternative dispute resolution service that is mutually agreeable to the Parties. This provision shall not prohibit either Party from seeking any necessary injunctive relief from a court of competent

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jurisdiction in connection with any dispute arising from this Agreement or the operation of the Facility. **THE PARTIES KNOWINGLY AND WILLINGLY WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY AND ALL DISPUTES THAT MAY ARISE FROM THIS AGREEMENT OR THE OPERATION OF THE FACILITY.**

- 11.17 Change in Law. If there is a change in any law, regulation, rule or reimbursement, state or federal, which adversely affects this Agreement, the Facility or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation, or rule, or if any of the provisions of this Agreement are found to be in violation of the laws existing at the time of such determination, and either party reasonably believes in good faith that the change, interpretation or determination will have a substantial adverse effect on that party's business operations or its rights or obligations under this Agreement, then the party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement and to take any action necessary to eliminate or reduce the substantial adverse effect on that party .

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

WINNIE-STOWELL HOSPITAL DISTRICT:

By: _____

Printed:

Title: President

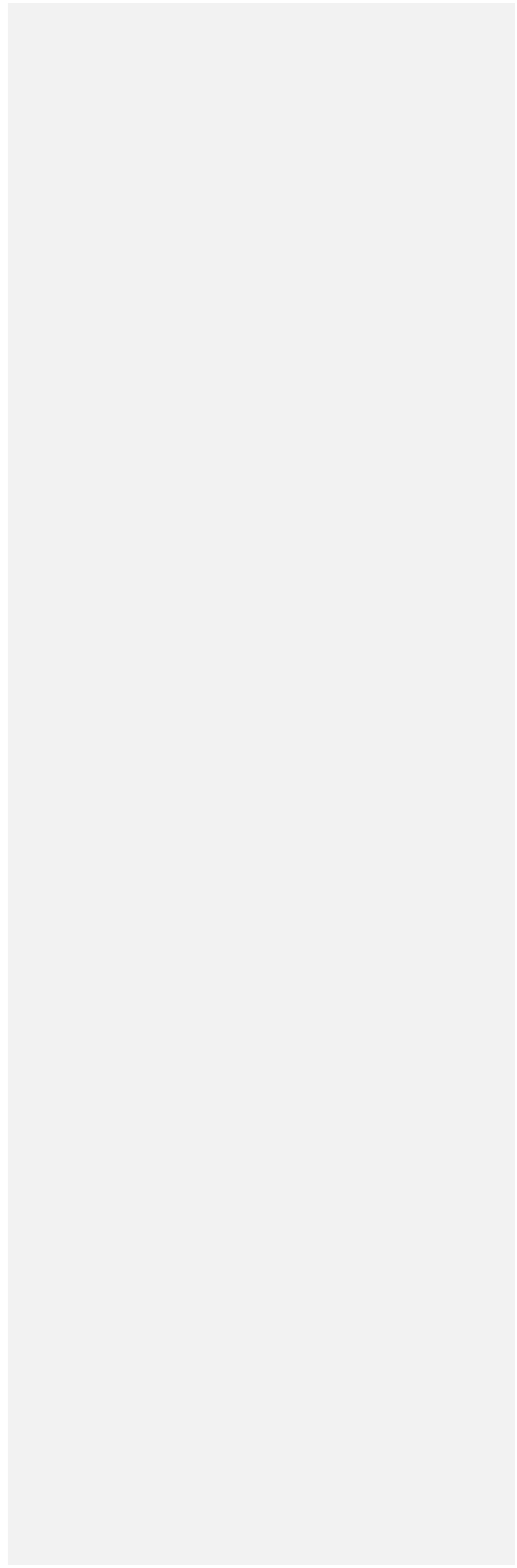
LTC GROUP, LLC

By: _____

Todd Biederman

for The Sage Group Services, LLC, its Manager

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**EXHIBIT A
FACILITIES AND SERVICES FEES**

Facility	Address	Service Fee
Park Manor of Cypress Station	420 Lantern Bend Dr, Houston, TX, 77090	\$5,700 per month
Park Manor of Humble	19424 McKay Dr, Humble, TX, 77338	\$5,700 per month
Park Manor of Westchase	11910 Richmond Ave, Houston, TX, 77082	\$5,700 per month
Park Manor of Cyfair	11001 Crescent Moon Dr, Houston, TX, 77064	\$5,700 per month
Park Manor of Quail Valley	2350 FM 1092, Missouri City, TX, 77459	\$5,700 per month
Park Manor of Conroe	1600 Grand Lake Dr, Conroe, TX, 77301	\$5,700 per month
<u>Park Manor of The Woodlands</u>	<u>1014 Windsor Lakes Blvd, The Woodlands, TX, 77384</u>	<u>\$5,700 per month</u>
<u>Park Manor of Tomball</u>	<u>250 School St, Tomball, TX, 77375</u>	<u>\$5,700 per month</u>
<u>Park Manor of Southbelt</u>	<u>11902 Resource Pkway, Houston, TX, 77089</u>	<u>\$5,700 per month</u>
<u>Deerbrook Skilled Nursing</u>	<u>9250 Humble Westfield Rd, Humble, TX, 77338</u>	<u>\$5,700 per month</u>
<u>Friendship Haven Healthcare</u>	<u>1500 Sunset Dr, Friendswood, TX, 77546</u>	<u>\$5,700 per month</u>
Marshall Manor Nursing and Rehabilitation Center	1007 S Washington Ave, Marshall, TX, 75670	\$5,700 per month
Highland Park Care Center	2714 Morrison, Houston, TX, 77009	\$5,700 per month
Marshall Manor West	207 West Merritt St, Marshall, TX, 75670	\$5,700 per month
Golden Villa	1104 S William St, Atlanta, TX, 75551	\$5,700 per month
Rose Haven Retreat	200 Live Oak Street, Atlanta, TX, 75551	\$5,700 per month
Spring Branch Transitional Care	1615 Hillendahl Rd, Houston, TX, 77055	\$5,700 per month

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Exhibit A

Facility	Address	Service Fee
Center		
Garrison Nursing Home and Rehabilitation Center	333 North FM 95, Garrison, TX, 75946	\$5,700 per month
Clairmont Beaumont	1020 S 23rd St, Beaumont, TX, 77707	\$5,700 per month
The Woodlands Healthcare Center	4650 S Panther Creek Dr, The Woodlands, TX 77381	\$5,700 per month
Monument Rehabilitation and Nursing Center	120 State Loop 92, La Grange, TX, 78945	\$5,700 per month
Oakland Manor Nursing Center	1400 N Main St, Giddings, TX, 78942	\$5,700 per month
Hallettsville Rehabilitation and Nursing Center	825 W Fairwinds, Hallettsville, TX, 77964	\$5,700 per month
Oak Manor Nursing Center	624 N Converse St, Flatonia, TX, 78941	\$5,700 per month

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Exhibit A

**EXHIBIT B
SERVICES**

LTC Group shall perform the following services subject to Operator's review and oversight:

1. A regular review of the Facility's finances, including, but not limited to, the following:
 - a. Monthly Payor Mix Trending and Analysis;
 - b. Monthly Financial Benchmarking;
 - c. Monthly A/R Review;
 - d. Monthly Bad Debt Review;
 - e. Monthly Budget Review: As necessary, a review of Manager's collection and deposit of all net patient revenue to the depository account and management of the cash flow of the Facility, including, without limitation, billing all patients and governmental or other third-party payors for all services provided by or at the facility, collecting all net patient revenue and paying all operating expenses and other accounts payable related to the operation of the facility;
 - f. As necessary, a review of all books and records relating to the operation of the facility;
 - g. As necessary, a review of all cost, expense and reimbursement reports and related documents relating to services provided to residents, including without limitation the Medicare and Medicaid cost reports and Texas supplemental payment programs;
 - h. As necessary, review of Minimum Data Set ("MDS") and Resident Assessment Protocols ("RAPs") on a schedule and as required by applicable federal regulations, including 42 C.F.R. §483.20;
 - i. LTC Group, as necessary, shall request and review the HHSC annual RUG review/audit; and
 - j. A review of annual operating budget proposed by Manager.
2. A regular review of the Facility's operations, including, but not limited to, the following:
 - a. Daily census tracking and review of monthly occupancy report;
 - b. Quarterly on-site visit with facility administrator;
 - c. Monthly operational compliance monitoring;
 - d. As needed, assist with any survey, inspection or site investigation or accreditation process conducted by a governmental, regulatory, certifying or accrediting entity with authority or jurisdiction over the Facility, and assist with the implementation of any official findings of such reviews;
 - e. Assist Operator with any legal dispute in which Operator is involved relating to the ownership, services or operation of the facility; and
 - f. Assist Operator and its certified public accountants in connection with any audit, review or reports conducted or prepared in connection with the ownership or operation of the Facility.
3. A regular review of the Facility's clinic performance, including, but not limited to, the following:
 - a. Monthly Incident/Accident Trending & Analysis;
 - b. Monthly Infection Control Trending & Analysis;
 - c. Monthly Weight Assessment Review;
 - d. Monthly Skin Assessment Review;
 - e. As necessary, review clinical compliance for facilities;
 - f. As necessary, Annual Clinical Policy Review;
 - g. As needed, a review of the Facility's resident care and health care policies and procedures and general administrative policies and procedures, including, without limitation, policies and procedures for the control of revenue and expenditures, for the purchasing of supplies and services, for the control of credit, and for the scheduling of maintenance;

- h. As necessary, assist facility in accordance with a quality assessment performance improvement program and a compliance plan; and
 - i. As necessary, as reasonably requested, review and assist with quality assurance committee.
- 4. Upon the request of Operator, attend meetings of Operator's governing board or executive staff to discuss services and other relevant issues.
- 5. Financial services on behalf of the Operator:
 - a. Daily review of accounts for deposits; weekly wire transfers to the operators;
 - b. Review and/or prepare monthly reconciliation of back accounts;
 - c. Prepare month end closing journal entries for Operator financial statements;
 - d. Ensure financial mechanisms are in place to ensure timely distribution of funds to meet obligations;
 - e. Assist with annual Operator audits.

Exhibit “D”

	June				Year to Date			
# of Clients:	68							
	Billed Amount	Medicaid Rate	% of Services	Actually Paid	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Summary by Facility								
Winnie Community Hospital	\$48,645.81	\$19,944.78	54.78%	\$0.00	\$351,649.41	\$146,716.13	52.32%	\$0.00
Pharmacy								
Brookshire Brothers Pharmacy	\$6,494.57	\$5,896.39	16.20%	\$5,896.39	\$41,576.37	\$36,744.28	13.10%	\$36,744.28
Wilcox Pharmacy	\$2,163.13	\$1,352.84	3.72%	\$1,352.84	\$9,097.52	\$5,887.65	2.10%	\$5,887.65
Pharmacy Total	\$8,657.70	\$7,249.23	19.91%	\$7,249.23	\$50,673.89	\$42,631.93	15.20%	\$42,631.93
UTMB								
UTMB Hospital	\$21,655.16	\$5,197.24	14.28%	\$5,197.24	\$276,036.35	\$67,972.07	24.24%	\$67,972.07
UTMB Physician Services	\$6,398.00	\$2,698.82	7.41%	\$2,698.82	\$56,352.00	\$18,326.19	6.54%	\$18,326.19
UTMB Total	\$28,053.16	\$7,896.06	21.69%	\$7,896.06	\$332,388.35	\$86,298.26	30.78%	\$86,298.26
Youth Counseling	\$1,317.50	\$1,317.50	3.62%	\$1,317.50	\$4,760.00	\$4,760.00	1.70%	\$4,760.00
Grand Totals	\$86,674.17	\$36,407.57		\$16,462.79	\$739,471.65	\$280,406.32		\$133,690.19

Summary by Service Provided

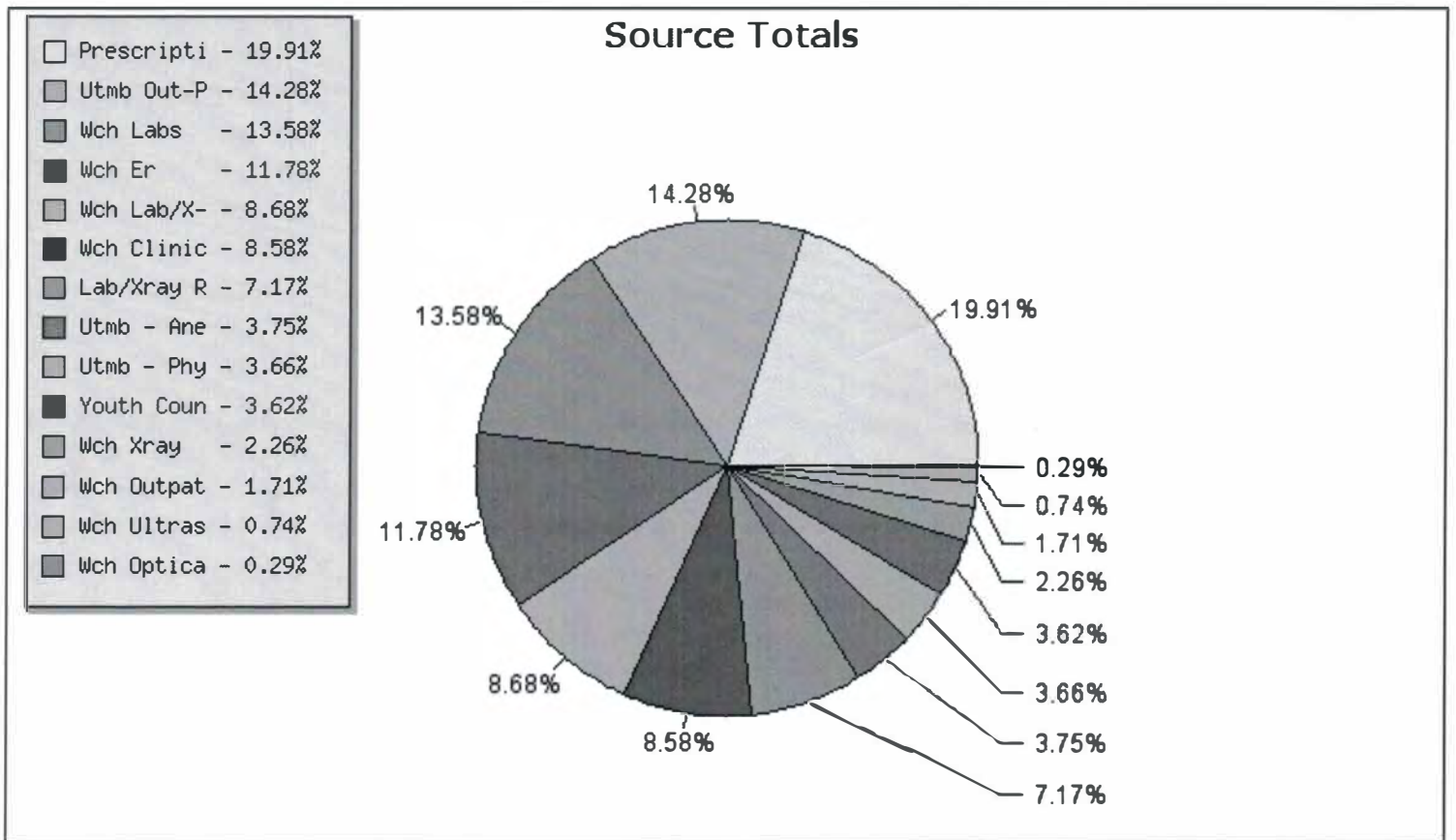
Prescription Drugs	\$8,657.70	\$7,249.23	19.91%	\$7,249.23	\$50,673.89	\$42,631.93	15.20%	\$42,631.93
WCH Clinic	\$7,622.80	\$3,125.35	8.58%	\$0.00	\$54,199.40	\$22,221.75	7.92%	\$0.00
WCH ER	\$10,457.00	\$4,287.37	11.78%	\$0.00	\$146,621.00	\$60,114.61	21.44%	\$0.00
WCH Inpatient	\$0.00	\$0.00	0.00%	\$0.00	\$18,142.00	\$9,978.10	3.56%	\$0.00
WCH Observation	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Outpatient Surgery	\$1,514.01	\$620.74	1.70%	\$0.00	\$1,514.01	\$620.74	0.22%	\$0.00
WCH Labs	\$12,062.00	\$4,945.42	13.58%	\$0.00	\$35,782.00	\$14,670.62	5.23%	\$0.00
WCH Physical Therapy	\$0.00	\$0.00	0.00%	\$0.00	\$5,107.00	\$2,093.87	0.75%	\$0.00
WCH Ultrasound	\$656.00	\$268.96	0.74%	\$0.00	\$8,368.00	\$3,430.88	1.22%	\$0.00
WCH Lab/Xray	\$7,705.00	\$3,159.05	8.68%	\$0.00	\$47,856.00	\$19,620.96	7.00%	\$0.00
WCH CT Scan	\$0.00	\$0.00	0.00%	\$0.00	\$12,628.00	\$5,177.48	1.85%	\$0.00
WCH Xray	\$2,009.00	\$823.69	2.26%	\$0.00	\$12,209.00	\$5,005.69	1.79%	\$0.00
WCH Optical Specialist	\$257.00	\$105.37	0.29%	\$0.00	\$257.00	\$105.37	0.04%	\$0.00
Lab/Xray readings	\$6,363.00	\$2,608.83	7.17%	\$0.00	\$8,966.00	\$3,676.06	1.31%	\$0.00
UTMB Outpatient	\$21,655.16	\$5,197.24	14.28%	\$5,197.24	\$276,036.35	\$67,972.07	24.24%	\$67,972.07
UTMB Anesthesia	\$1,586.00	\$1,366.89	3.75%	\$1,366.89	\$10,976.00	\$6,637.46	2.37%	\$6,637.46
UTMB Physician Services	\$4,812.00	\$1,331.93	3.66%	\$1,331.93	\$45,376.00	\$11,688.73	4.17%	\$11,688.73
Youth Counseling	\$1,317.50	\$1,317.50	3.62%	\$1,317.50	\$4,760.00	\$4,760.00	1.70%	\$595.00
Grant Totals	\$86,674.17	\$36,407.57		\$16,462.79	\$739,471.65	\$280,406.32		\$86,893.26

Source Totals for Batch Dates 06/01/2018 through 06/30/2018

Prescription Drugs	19.91%	\$7,249.23
Utmb Out-Patient	14.28%	\$5,197.24
Wch Labs	13.58%	\$4,945.42
Wch Er	11.78%	\$4,287.37
Wch Lab/X-Ray	8.68%	\$3,159.05
Wch Clinic	8.58%	\$3,125.35
Lab/Xray Readings	7.17%	\$2,608.83
Utmb - Anesthesia Services	3.75%	\$1,366.89
Utmb - Physician Services	3.66%	\$1,331.93
Youth Counseling	3.62%	\$1,317.50
Wch Xray	2.26%	\$823.69
Wch Outpatient Surgery	1.71%	\$620.74
Wch Ultrasound	0.74%	\$268.96
Wch Optical Specialist	0.29%	\$105.37

Total Expenditures

\$36,407.57



Entry Statistics for Entry Dates 06/01/2018 through 06/30/2018

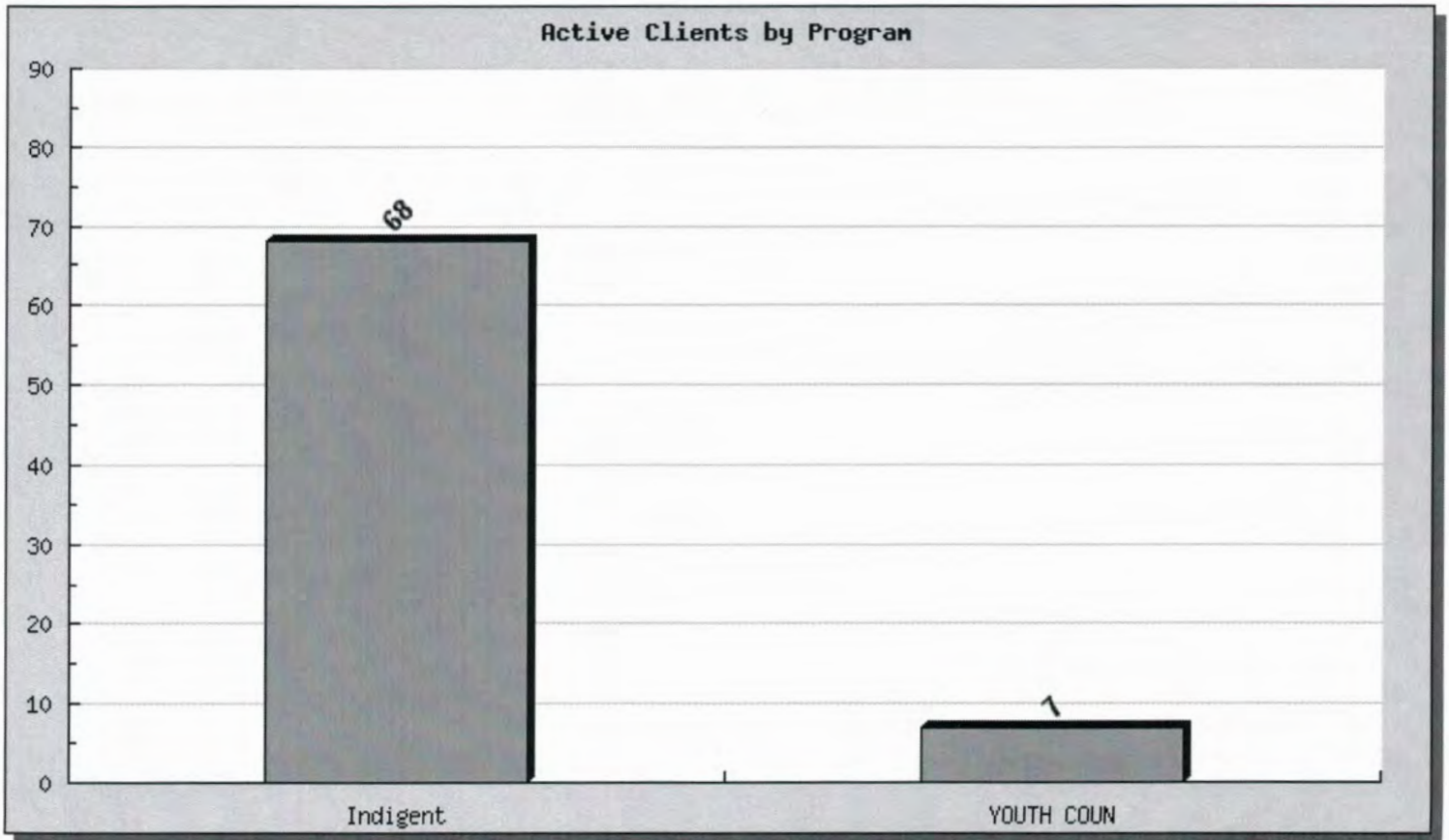
Clients Entered	7
Rapid Reg. Entered	3
Vendors Entered	0
Worksheets Entered	12
Invoices Entered	111

Void Statistics for Void Dates 06/01/2018 through 06/30/2018

Clients Voided	0
Vendors Voided	0
Rapid Reg. Voided	0
Invoices Voided	2

Active Clients by Program for Eligibility Dates 06/01/2018 through 06/30/2018

Indigent	68
YOUTH COUNSELING	7
Total Clients By Program	75



Appointments Scheduled by Type for Appointment Dates 06/01/2018 through 06/30/2018

New Appointment	0
Renewal	7
<hr/>	
Total Appointments Scheduled	7

Source Totals ReportWinnie Stowel Hospital District Indigent Healthcare
ServicesBatch Dates 06/30/2018 through 06/30/2018
For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
02	Prescription Drugs	8,657.70	7,249.23
19	Wch Outpatient Surgery	1,514.01	620.74
21	Wch Clinic	7,622.80	3,125.35
24	Wch Er	10,457.00	4,287.37
25	Wch Lab/X-Ray	7,705.00	3,159.05
27	Wch Labs	12,062.00	4,945.42
28	Wch Xray	2,009.00	823.69
29	Wch Ultrasound	656.00	268.96
31	Utmb - Physician Services	4,812.00	1,331.93
31-1	Utmb - Anesthesia Services	1,586.00	1,366.89
34	Utmb Out-Patient	21,655.16	5,197.24
39	Youth Counseling	1,317.50	1,317.50
40	Wch Optical Specialist	257.00	105.37
44	Lab/Xray Readings	6,363.00	2,608.83
Expenditures		86,674.17	36,407.57
Reimb/Adjustments			
Grand Total		86,674.17	36,407.57

Source Totals Report Detail

Invoice #	Source	DOS	Amount Billed	Amount Paid
036-3067*65460*12	02	06/18/2018	27.84	27.84
1008*18651*19	02	06/01/2018	19.83	10.89
1052*18651*2	02	06/19/2018	12.75	7.51
1084*65460*4	02	06/29/2018	55.04	25.17
1086*18651*5	02	06/11/2018	75.14	63.76
1089*65460*3	02	06/20/2018	5.88	5.88
1101*65460*1	02	06/22/2018	30.96	30.96
1102*18651*1	02	06/26/2018	97.94	47.30
036-2821*65460*16	02	06/11/2018	435.05	435.05
036-2821*65460*16	02	06/11/2018	117.71	84.64
036-3426*65460*36	02	06/20/2018	71.53	71.53
036-3426*65460*36	02	06/04/2018	7.49	7.49
1031*65460*8	02	06/27/2018	18.01	18.01
1031*65460*8	02	06/27/2018	4.94	4.94
1042*65460*10	02	06/19/2018	30.96	30.96
1042*65460*10	02	06/19/2018	484.67	484.67
1043*65460*16	02	06/05/2018	20.00	20.00
1043*65460*16	02	06/05/2018	52.68	52.68
1044*65460*8	02	06/01/2018	10.90	10.90
1044*65460*8	02	06/01/2018	15.66	15.66
1061*65460*9	02	06/26/2018	15.56	15.56
1061*65460*9	02	06/29/2018	86.01	86.01
1074*65460*3	02	06/20/2018	33.29	33.29
1074*65460*3	02	06/13/2018	5.00	5.00
1096*65460*2	02	06/30/2018	33.29	33.29
1096*65460*2	02	06/05/2018	8.10	8.10

036-2749*65460*37	02	06/05/2018	405.52	405.52
036-2749*65460*37	02	06/05/2018	141.45	141.45
036-2749*65460*37	02	06/05/2018	11.63	11.63
036-2783*18651*85	02	06/19/2018	50.00	50.00
036-2783*18651*85	02	06/19/2018	50.00	39.84
036-2783*18651*85	02	06/19/2018	25.00	25.00
036-2815*65460*12	02	06/07/2018	34.40	34.40
036-2815*65460*12	02	06/01/2018	136.02	136.02
036-2815*65460*12	02	06/01/2018	160.89	132.96
036-2856*65460*21	02	06/18/2018	152.10	152.10
036-2856*65460*21	02	06/05/2018	9.45	9.45
036-2856*65460*21	02	06/01/2018	5.00	5.00
036-2942*18651*80	02	06/15/2018	29.75	29.75
036-2942*18651*80	02	06/15/2018	387.68	306.35
036-2942*18651*80	02	06/15/2018	23.68	12.79
036--3424*65460*25	02	06/11/2018	12.00	12.00
036--3424*65460*25	02	06/08/2018	10.00	10.00
036--3424*65460*25	02	06/07/2018	222.44	185.27
1011*65460*29	02	06/01/2018	67.64	67.64
1011*65460*29	02	06/01/2018	978.35	827.80
1011*65460*29	02	06/01/2018	45.50	45.50
1020*18651*18	02	06/18/2018	13.46	13.46
1020*18651*18	02	06/18/2018	5.40	3.60
1020*18651*18	02	06/18/2018	39.87	39.87
1024*65460*22	02	06/02/2018	5.00	5.00
1024*65460*22	02	06/05/2018	75.14	75.14
1024*65460*22	02	06/12/2018	12.00	12.00
1038*65460*19	02	06/07/2018	46.89	46.89
1038*65460*19	02	06/07/2018	231.21	231.21
1038*65460*19	02	06/05/2018	68.13	68.13
1049*65460*15	02	06/12/2018	30.96	30.96
1049*65460*15	02	06/08/2018	40.94	40.94
1049*65460*15	02	06/01/2018	5.00	5.00
1054*65460*14	02	06/16/2018	492.92	415.18
1054*65460*14	02	06/16/2018	5.00	5.00
1054*65460*14	02	06/16/2018	15.00	15.00
1068*65460*7	02	06/19/2018	26.14	26.14
1068*65460*7	02	06/19/2018	5.00	5.00
1068*65460*7	02	06/06/2018	118.47	53.34
1075*18651*4	02	06/26/2018	101.78	46.84
1075*18651*4	02	06/26/2018	429.97	201.02
1075*18651*4	02	06/26/2018	52.26	25.93
1091*65460*4	02	06/14/2018	5.00	5.00
1091*65460*4	02	06/07/2018	16.60	9.69
1091*65460*4	02	06/01/2018	44.16	44.16
1092*65460*3	02	06/22/2018	108.58	75.10
1092*65460*3	02	06/22/2018	28.93	28.93
1092*65460*3	02	06/22/2018	10.62	10.62
1098*65460*2	02	06/19/2018	27.36	27.36
1098*65460*2	02	06/15/2018	103.02	39.00
1098*65460*2	02	06/07/2018	59.43	59.43
1103*65460*1	02	06/28/2018	351.50	294.98
1103*65460*1	02	06/28/2018	27.50	26.38
1103*65460*1	02	06/26/2018	72.50	57.83
J392*18651*5	02	06/28/2018	20.72	11.33
J392*18651*5	02	06/12/2018	88.55	42.93
J392*18651*5	02	06/12/2018	35.85	18.01
036-3432*65460*29	02	06/12/2018	5.00	5.00
036-3432*65460*29	02	06/11/2018	30.00	30.00

036-3432*65460*29	02	06/11/2018	25.88	25.88
036-3432*65460*29	02	06/11/2018	5.00	5.00
1019*65460*22	02	06/04/2018	5.00	5.00
1019*65460*22	02	06/04/2018	5.00	5.00
1019*65460*22	02	06/04/2018	25.88	25.88
1019*65460*22	02	06/04/2018	56.96	56.96
1040*18651*17	02	06/27/2018	21.42	15.67
1040*18651*17	02	06/27/2018	111.36	53.52
1040*18651*17	02	06/18/2018	27.67	19.81
1040*18651*17	02	06/27/2018	40.76	20.32
1090*65460*1	02	06/26/2018	30.53	30.53
1090*65460*1	02	06/15/2018	8.10	8.10
1090*65460*1	02	06/11/2018	8.10	8.10
1090*65460*1	02	06/11/2018	3.13	3.13
1095*18651*2	02	06/18/2018	81.76	36.44
1095*18651*2	02	06/06/2018	66.70	29.40
1095*18651*2	02	06/06/2018	81.76	36.44
1095*18651*2	02	06/06/2018	25.59	9.44
036-3364*18651*52	02	06/27/2018	23.62	12.76
036-3364*18651*52	02	06/27/2018	54.86	54.86
036-3364*18651*52	02	06/27/2018	20.00	20.00
036-3364*18651*52	02	06/27/2018	24.00	24.00
036-3364*18651*52	02	06/01/2018	24.00	24.00
1087*65460*4	02	06/11/2018	24.26	24.26
1087*65460*4	02	06/11/2018	72.06	72.06
1087*65460*4	02	06/11/2018	5.00	5.00
1087*65460*4	02	06/11/2018	30.30	30.30
1087*65460*4	02	06/11/2018	11.63	11.63
1046*65460*16	02	06/04/2018	10.00	10.00
1046*65460*16	02	06/04/2018	33.77	33.77
1046*65460*16	02	06/04/2018	37.06	37.06
1046*65460*16	02	06/04/2018	5.00	5.00
1046*65460*16	02	06/04/2018	13.02	13.02
1046*65460*16	02	06/04/2018	22.05	22.05
1046*65460*16	02	06/04/2018	25.88	25.88

44 invoices, 120 line items

8,657.70

7,249.23

1011*63057*26 19

04/19/2018

1,514.01

620.74

1 invoices, 1 line items

1,514.01

620.74

036-2856*63057*12	21	06/01/2018	467.00	191.47
1031*63057*7	21	06/27/2018	264.00	108.24
1087*63057*4	21	06/11/2018	224.00	91.84
1103*63057*1	21	06/28/2018	107.00	43.87
J392*63057*6	21	06/12/2018	224.00	91.84
1096*63057*2	21	05/15/2018	305.00	125.05
1096*63057*2	21	06/05/2018	374.00	153.34
1096*63057*2	21	06/12/2018	77.00	31.57
1096*63057*2	21	06/19/2018	77.00	31.57
1096*63057*2	21	06/26/2018	77.00	31.57
1096*63057*2	21	06/30/2018	419.00	171.79
1068*63057*6	21	06/06/2018	338.00	138.58
1068*63057*6	21	06/19/2018	224.00	91.84
1074*63057*3	21	06/13/2018	224.00	91.84
1074*63057*3	21	06/20/2018	305.00	125.05
1038*63057*9	21	06/07/2018	44.80	18.37
036-2475*63057*27	21	06/01/2018	77.00	31.57

1040*63057*7	21	06/27/2018	224.00	91.84
1075*63057*3	21	06/26/2018	224.00	91.84
036-2749*63057*25	21	06/11/2018	189.00	77.49
1099*63057*1	21	06/15/2018	339.00	138.99
1100*63057*1	21	06/15/2018	339.00	138.99
036-3414*63057*7	21	06/18/2018	263.00	107.83
036-3364*63057*22	21	06/14/2018	77.00	31.57
036-2942*63057*9	21	06/15/2018	224.00	91.84
036-2942*63057*9	21	06/26/2018	150.00	61.50
1089*63057*3	21	06/20/2018	301.00	123.41
1095*63057*1	21	06/12/2018	339.00	138.99
1102*63057*1	21	06/26/2018	339.00	138.99
1101*63057*1	21	06/22/2018	339.00	138.99
036-3426*63057*26	21	06/13/2018	224.00	91.84
036-3426*63057*26	21	06/20/2018	224.00	91.84

23 invoices, 32 line items

7,622.80 3,125.35

1046*63057*6	24	06/16/2018	799.00	327.59
1052*63057*4	24	06/18/2018	1,369.00	561.29
1061*63057*7	24	06/20/2018	2,251.00	922.91
1098*63057*2	24	06/07/2018	6,038.00	2,475.58

4 invoices, 4 line items

10,457.00 4,287.37

036-2749*63057*25	25	06/11/2018	3,732.00	1,530.12
1099*63057*1	25	06/15/2018	1,682.00	689.62
1100*63057*1	25	06/15/2018	1,682.00	689.62
036-3414*63057*7	25	06/18/2018	609.00	249.69

4 invoices, 4 line items

7,705.00 3,159.05

1096*63057*2	27	05/15/2018	4,084.00	1,674.44
036-3414*63057*7	27	06/25/2018	144.00	59.04
036-3364*63057*22	27	06/14/2018	984.00	403.44
036-2942*63057*9	27	05/31/2018	146.00	59.86
036-2815*63057*11	27	05/03/2018	130.00	53.30
036-2815*63057*11	27	06/11/2018	749.00	307.09
1095*63057*1	27	06/13/2018	1,326.00	543.66
1102*63057*1	27	06/27/2018	2,332.00	956.12
1101*63057*1	27	06/25/2018	2,023.00	829.43
1101*63057*1	27	06/29/2018	144.00	59.04

8 invoices, 10 line items

12,062.00 4,945.42

1089*63057*3	28	06/20/2018	620.00	254.20
1095*63057*1	28	06/12/2018	463.00	189.83
1102*63057*1	28	06/26/2018	463.00	189.83
1101*63057*1	28	06/22/2018	463.00	189.83

4 invoices, 4 line items

2,009.00 823.69

036-3426*63057*26	29	06/20/2018	656.00	268.96
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1 invoices, 1 line items

656.00 268.96

036-2815*63615*1	31	06/04/2018	273.00	76.44
1040*63615*8	31	06/01/2018	270.00	75.60

1084*63615*3	31	06/07/2018	162.00	58.06
1091*63615*2	31	06/15/2018	270.00	75.60
036-3067*63615*4	31	05/31/2018	110.00	26.57
036-3067*63615*4	31	05/31/2018	30.00	8.64
1061*63615*3	31	06/11/2018	55.00	20.21
1061*63615*3	31	06/11/2018	63.00	22.13
1097*63615*1	31	05/31/2018	273.00	65.29
1097*63615*1	31	05/31/2018	23.00	8.02
036-3426*63615*4	31	06/13/2018	273.00	65.29
036-3426*63615*4	31	06/13/2018	153.00	42.84
036-3426*63615*4	31	06/13/2018	30.00	10.26
036-2783*63615*4	31	06/12/2018	93.00	35.60
036-2783*63615*4	31	06/12/2018	898.00	251.44
036-2783*63615*4	31	06/12/2018	183.00	51.24
1090*63615*2	31	06/13/2018	58.00	21.17
1090*63615*2	31	06/01/2018	273.00	65.29
1090*63615*2	31	06/01/2018	280.00	78.40
1090*63615*2	31	06/01/2018	225.00	63.00
1090*63615*2	31	06/13/2018	183.00	39.92
1090*63615*2	31	06/01/2018	93.00	35.60
1090*63615*2	31	05/31/2018	415.00	95.54
1090*63615*2	31	06/20/2018	126.00	39.78

10 invoices, 24 line items

4,812.00 **1,331.93**

1095*63615*2	31-1	06/04/2018	210.00	210.00
1095*63615*2	31-1	06/04/2018	400.00	380.89
036-2783*63615*4	31-1	06/12/2018	640.00	440.00
036-2783*63615*4	31-1	06/12/2018	336.00	336.00

2 invoices, 4 line items

1,586.00 **1,366.89**

036-2783*63614*3	34	06/12/2018	5,661.05	1,358.65
036-2815*63614*1	34	06/04/2018	1,713.00	411.12
036-3426*63614*4	34	06/13/2018	1,497.11	359.31
1040*63614*8	34	06/01/2018	693.00	166.32
1043*63614*2	34	05/31/2018	793.00	190.32
1061*63614*3	34	06/11/2018	872.00	209.28
1084*63614*2	34	06/07/2018	3,897.00	935.28
1091*63614*2	34	06/15/2018	323.00	77.52
1095*63614*2	34	06/05/2018	291.00	69.84
1095*63614*2	34	06/15/2018	837.00	200.88
1095*63614*2	34	06/06/2018	291.00	69.84
1090*63614*2	34	06/01/2018	364.00	87.36
1090*63614*2	34	06/01/2018	1,856.00	445.44
1090*63614*2	34	05/31/2018	323.00	77.52
1090*63614*2	34	06/13/2018	1,131.00	271.44
1090*63614*2	34	06/13/2018	620.00	148.80
1090*63614*2	34	06/20/2018	493.00	118.32

10 invoices, 17 line items

21,655.16 **5,197.24**

YC04*63616*3	39	06/05/2018	85.00	85.00
YC01*63616*5	39	06/04/2018	85.00	85.00
YC01*63616*5	39	06/11/2018	85.00	85.00
YC01*63616*5	39	06/12/2018	21.25	21.25
YC03*63616*4	39	06/04/2018	85.00	85.00
YC03*63616*4	39	06/11/2018	85.00	85.00

YC03*63616*4	39	06/26/2018	85.00	85.00
YC07*63616*1	39	06/04/2018	127.50	127.50
YC07*63616*1	39	06/06/2018	85.00	85.00
YC07*63616*1	39	06/07/2018	21.25	21.25
YC07*63616*1	39	06/14/2018	85.00	85.00
YC06*63616*2	39	06/05/2018	85.00	85.00
YC06*63616*2	39	06/12/2018	85.00	85.00
YC06*63616*2	39	06/14/2018	85.00	85.00
YC06*63616*2	39	06/18/2018	85.00	85.00
YC06*63616*2	39	06/26/2018	127.50	127.50

5 invoices, 16 line items

1,317.50 1,317.50

1020*63057*6	40	05/03/2018	257.00	105.37
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1 invoices, 1 line items

257.00 105.37

1096*63057*2	44	05/07/2018	198.00	81.18
1096*63057*2	44	05/07/2018	45.00	18.45
1068*63057*6	44	05/21/2018	45.00	18.45
1074*63057*3	44	05/02/2018	45.00	18.45
1038*63057*9	44	04/30/2018	45.00	18.45
036-2475*63057*27	44	04/02/2018	40.00	16.40
036-2475*63057*27	44	04/03/2018	45.00	18.45
1040*63057*7	44	01/31/2018	175.00	71.75
1040*63057*7	44	04/12/2018	50.00	20.50
1075*63057*3	44	03/29/2018	198.00	81.18
1075*63057*3	44	03/30/2018	373.00	152.93
1075*63057*3	44	04/09/2018	175.00	71.75
1098*63057*2	44	05/22/2018	250.00	102.50
1098*63057*2	44	05/22/2018	198.00	81.18
1098*63057*2	44	05/22/2018	50.00	20.50
1098*63057*2	44	06/07/2018	198.00	81.18
036-2815*63057*11	44	04/11/2018	156.00	63.96
036-2815*63057*11	44	04/04/2018	45.00	18.45
036-2815*63057*11	44	05/31/2018	550.00	225.50
036-2815*63057*11	44	05/11/2018	304.00	124.64
1089*63057*3	44	05/30/2018	45.00	18.45
036-3426*63057*26	44	04/04/2018	40.00	16.40
036-2783*63057*15	44	02/02/2018	175.00	71.75
036-3432*63057*11	44	02/02/2018	45.00	18.45
1024*63057*20	44	03/19/2018	45.00	18.45
1043*63057*12	44	04/02/2018	45.00	18.45
1049*63057*9	44	01/18/2018	45.00	18.45
1070*63057*9	44	01/20/2018	45.00	18.45
1085*63057*3	44	03/24/2018	40.00	16.40
1091*63057*3	44	03/15/2018	40.00	16.40
036-2821*63057*14	44	04/30/2018	110.00	45.10
036-2821*63057*14	44	05/02/2018	198.00	81.18
1000*63057*18	44	05/03/2018	40.00	16.40
1000*63057*18	44	05/03/2018	140.00	57.40
1023*63057*8	44	04/04/2018	45.00	18.45
1023*63057*8	44	05/10/2018	45.00	18.45
1063*63057*4	44	04/11/2018	495.00	202.95
1063*63057*4	44	04/18/2018	275.00	112.75
1011*63057*26	44	03/08/2018	450.00	184.50
1011*63057*26	44	03/27/2018	40.00	16.40
1008*63057*17	44	04/04/2018	50.00	20.50
1008*63057*17	44	04/11/2018	175.00	71.75

1008*63057*17	44	04/12/2018	550.00	225.50
25 invoices, 43 line items			<u>6,363.00</u>	<u>2,608.83</u>
Grand Totals			86,674.17	36,407.57

113 invoices listed.
281 line items listed.

Exhibit “E”

Winnie-Stowell Hospital District			
Executive Summary of Nursing Home Monthly Site Visits			
June 2018			
Facility	Operator		Comments
Park Manor of Conroe	HMG		Census: 104. The facility is in their survey window. There was one reportable incident since the last visit, it was for abuse, the claim was unsubstantiated following review. There were no compliance issues noticed on the visit. No major injuries coming from falls in the last quarter.
Oak Manor	Genesis		Census: 38. Facility had their annual survey in October 2017. All deficiencies have been cleared. No reportable incident since the last visit. The facility still has a large number of residents from Rockport, this has led to the continued use of agency staffing. The facility has done a great job reducing their use of anti-psychotic medication.
The Woodlands Healthcare Center	Genesis		Census: 150. The facility had their annual survey in May 2018, they received seven minor tags, they have submitted a POC to the state for review. Four reportable incidents since the last visit, all were unsubstantiated following state review. The facility has recently been acquired by Regency.
Oakland Manor	Genesis		Census 61. The facility had their survey in January 2018, they did really well, and all deficiencies have been cleared. There was one reportable incident since the last visit, a resident fell and had a fracture, it was unsubstantiated. Staffing is really good at the facility and they are doing a good job of staying within the budgeted targets.
Monument Hill Rehabilitation and Nursing Center (MHRNC)	Genesis		Census: 64. The facility had their survey in October, there were several minor tags and two "F" tags. The facility is now in compliance with the state. One reportable incident since the last visit, an agency CNA was accused of abuse, after reviewing the CNA was fired. The use of anti-psychotic medication has decreased again this month.
Hallettsville Rehabilitation and Nursing Center (HRNC)	Genesis		Census: 60. The facility had their annual survey, they received nine minor tags, the POC has been submitted for review. There was one reportable incident since the last visit, a resident fell and broke their ankle, the state has not investigated yet. This facility is one that is being sold, the

			administrator isn't sure when that will happen.
Clairmont Beaumont	Genesis		Census: 100. Facility is in their survey window. There were eight reportable incidents since the last visit, all were unsubstantiated following review. The facility still has some staffing issues, they have started a CNA class to try and recruit some new CNA's.

CONTACT

Bryon Orona, Administrator
Ramona Cain, RN, DON

FACILITY

Park Manor Conroe is a 123-bed facility with a current quality star rating of 3 and a quality rating of 4. The census on the date of this visit was 104: Private Pay 5, HMO 23, Medicare 7, Medicaid 61 and Hospice 8.

The DON was present at the site visit and provided clinical information and other staff members provided a tour of facility. Walk up curb appeal continues to be well maintained. All common areas of the facility are well kept, clean and no safety issues noted. Hallways are free of clutter.

The Kitchen was clean with current sanitation and refrigerator/freezer temperature logs. All food in walk-in cooler was labeled appropriately. The shower room observed was clean and free of odors.

Resident rooms observed were well maintained and organized with no safety hazards or odors identified. Each resident observed was dressed appropriately and well groomed with appropriate staff interaction. Menu and activity calendar posted in common area and in each room.

SURVEY

The facility is still in their survey window for 2018.

REPORTABLE INCIDENTS

In March/April/May, the facility had one allegation of abuse that was unsubstantiated by HHSC.

CLINICAL TRENDING**Incidents/Falls:**

In March/April/May there were 96 Falls, 2 with minor injury, 27 Skin tears, 1 Elopement, and 2 Behaviors.

Infection Control:

Facility reports 139 total infections for March/April/May – 20 EENT infections, 52 UTIs that met APIC criteria, 29 Respiratory infections, 6 GI infections, 3 Blood infections, 2 Wound infections and 27 ‘Other’ infections (no details).

Weight loss:

17 residents experience weight loss at Park Manor of Conroe in March/April/May. Of these, 14 had 5-10% weight loss, and 3 had over 10% loss. Some of these losses were desired, and several of the residents were on hospice. Facility does have a PIP in place to involve all staff in weighing residents.

Pressure Ulcers:

The DON reported 35 residents with pressure ulcers and only 3 ulcers in-house acquired during March/April/May.

Restraints:

There were no restraints used in March/April/May.

Staffing:

Currently, Park Manor reports one 10-6 RN position open and one 6-2 LVN vacancy.

Quality Indicators (Casper) from March 1, 2018- May 31, 2018				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	4.1%	10.8%	12.9%	
New/Worsened Pressure Ulcers (S)	.8%	1%	1%	
New Psychoactive Med Use (S)	1.3%	2.5%	2%	
Fall w/Major Injury (L)	0%	3.5%	3.5%	
UTI (L)	2.5%	2.6%	3.1%	
Self-Reported Mod/Sev Pain (L)	0%	5%	6.1%	
High risk with pressure ulcers (L)	5.6%	6.8%	6.3%	



Park Manor of Conroe
 1600 Grand Lake Dr., Conroe, TX 77082 Site Visit:
 6/28/2018

Loss of Bowel/Bladder Control(L)	54.1%	50.5%	48.4%	Bowel and Bladder action plan implemented
Catheter(L)	2.6%	2.3%	2.4%	Diagnosis appropriate
Physical restraint(L)	0%	.1%	.4%	
Increased ADL Assistance(L)	15.7%	19.7%	16.1%	
Excessive Weight Loss(L)	2.0%	6.9%	8.3%	
Depressive symptoms(L)	0%	3.6%	4.8%	
Antipsychotic medication (L)	7.7%	14%	14.9%	

QIPP Component 1 Quality Metric for March/April/May 2018				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented



Park Manor of Conroe
 1600 Grand Lake Dr., Conroe, TX 77082 Site Visit:
 6/28/2018

QAPI Validation Report	3/8/18, 4/12/18, 5/10/18	3/8/18, 4/12/18, 5/10/18	Y	NA
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QIPP Component 2 (Modest) Quality Metrics for March/April/May 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.35%	.7%	0%	Y	NA
High Risk W/Pressure Ulcers	5.67%	8.1%	1.8%	Y	NA
Physical restraints	.53%	0%	0%	Y	NA
Antipsychotic medication	16.06%	13.3%	11.5%	Y	NA

QIPP Component 3 (High) Quality Metrics for March/April/May 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.35%	.7%	0%	Y	NA
High Risk W/Pressure Ulcers	5.67%	8.1%	1.8%	Y	NA
Physical restraints	.53%	0%	0%	Y	NA
Antipsychotic medication	16.06%	13.3%	11.5%	Y	NA

CONTACT:

Administrator: Ms. Chandra Polk

The phone visit was conducted on June 27, 2018. I visited with Ms. Polk on this date. Ms. Polk has been with the facility for almost five months.

FACILITY:

The current census is 38. The breakdown is; Medicare-4; Medicaid-21; Private Pay-10; Private Insurance-; Hospice-3; Pending Status-.

SURVEY:

Nothing for May.

REPORTABLE INCIDENTS:

The facility had no reportable incidents for the month of May.

CLINICAL TRENDING:**A. Infections:**

The infection rate for April was within the thresholds set by infection control.

B. Weight Loss:

There were no weight loss issues.

ADDITIONAL COMMENTS:

Staffing has been an issue because of the influx of residents from Rock Port. The facility is using agency for CRNAs, none for nursing.

The facility has a four- star quality rating overall.

Restraints-0

Pressure ulcers- currently the facility currently has no new acquired pressure ulcers. 4.5%

Falls with major injuries- 5.3%. One fall in January. No falls with injuries in February. No falls with major injuries for May

Anti-psychotic medicines- The facility has come down substantially in this area, Currently at 2.9%. Several of the residents have been taken off the medicines. The medical director and pharmacist are working very well with her and her staff.

Ms. Polk said that everything is going very well at the facility. She is working to bring everything back in line with the budget. She is working to build her resident base and knows it will take a lot of work and time.

CONTACT

Rhonda Osgood, RN - DON

FACILITY

The Woodlands is a 214-bed facility with a 3 star rating and a 4 star quality rating. The census on date of visit 150: Private Pay 7, Medicaid 110, Medicare 10, and 10 HMO and 13 Hospice.

The DON provided all clinical information and tour of the facility. The Woodlands continues to present very nice, both the exterior and interior, but some of the carpets and furnishings have worn through and are faded. There were no odors noted throughout facility. DON reports the facility recently sold to Regency.

Laundry room was clean and organized with current lint trap logs and no lint on dryers. The kitchen area was clean and very organized, all food in walk-in cooler labeled appropriately and all logs current for sanitation and refrigerators/freezers. Menu posted in dining areas. One unattended medication cart checked and it was locked.

Residents appear as if they receive good care (appropriate clothing, clean, hair combed, no excessive facial hair, etc.). Some residents gathered in common areas visiting with guests, others in their rooms resting. Activity calendar posted in common areas and in rooms.

SURVEY

Annual survey conducted in May 2018. The facility received 7 lower level tags (no SQC) as well as a 12% medication error rate. DON reports the competency and staff training for medication errors has been completed and the plan of correction for the survey was submitted, just waiting for state to accept.

REPORTABLE INCIDENTS

In March/April/May, facility reports 4 self-reports for abuse/neglect, 4 unsubstantiated and 1 substantiated but not cited, and 1 self-report for injury of unknown origin, unsubstantiated. The facility also had 1 complaint in April and cited for Foley Catheter and Medication Room/Cart Secure.

CLINICAL TRENDING**Incidents:**

During March/April/May of 2018, there were 60 falls with no injury (significant decrease since last quarter), 1 fall with major injury, 1 fracture, 16 skin tears, 5 bruises, 9 lacerations, 1 elopement, 1 behavior, and 5 "other" (no details provided).

Infections:

In March/April/May, the Woodlands reported 11 infections with no trending noted, 3 were respiratory, and 5 UTIs, 2 GI infections and 1 other (no details provided).

Restraints:

Zero restraints in facility for March/April/May.

Pressure Ulcers:

47 residents had pressure ulcers, with 66 sites. Of these, 35 were acquired in house. One hospice resident has multiple ulcers.

Weight Loss:

24 residents experience weight loss, 9 had 5-10%, and 15 had over 10% weight loss.

Staffing:

DON reports the facility has 2 RN, 1LVN and 14 CNA vacancies. DON reports the facility only recently got their nursing staffing down to 2 openings. Before this, the facility faced a challenge of 9 vacant positions for all shifts and all the existing staff, including management, stepped up and filled the shifts until permanent staff hired. DON believes this effort has made them a stronger, better team.

Quality Indicators (Casper) from March 1, 2018- May 31, 2018				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	3%	10.8%	12.9%	
New/Worsened Pressure Ulcers (S)	1.5%	1%	1%	

New Psychoactive Med Use (S)	3.3%	2.5%	2%	Facility working with psychiatrist and psychologists on gradual dose reductions/drug holidays. Psychologist and psychiatrists make frequent rounds. Training nursing staff on getting better H&P for qualifying diagnosis at time of referral (currently only Huntington's, Touretes and Schizophrenia qualify) On this report, only 1 resident caused the trigger.
Fall w/Major Injury (L)	1.4%	3.5%	3.5%	
UTI (L)	.9%	2.6%	3.1%	
Self-Reported Mod/Sev Pain (L)	1.4%	5%	6.1%	
High risk with pressure ulcers (L)	10.36%	6.8%	6.3%	PIP in place for skin integrity program, including implementation of Turning Point Plan (certain positioning at indicated times during the day checked on by rounding Tx nurses) for residents identified at risk
Loss of Bowel/Bladder Control(L)	38.16 %	50.5%	48.4%	
Catheter(L)	3.1%	2.3%	2.4%	Diagnosis appropriate, wounds, cancer, tried bladder training and it failed
Physical restraint(L)	0%	.1%	.4%	
Increased ADL Assistance(L)	9.53%	19.7%	16.1%	
Excessive Weight Loss(L)	7.8%	6.9%	8.3%	
Depressive symptoms(L)	.8%	3.6%	4.8%	
Antipsychotic medication (L)	14.26%	14%	14.9%	Facility working with psychiatrist and psychologists on gradual dose reductions/drug holidays. Psychologist and psychiatrists make frequent rounds. Training nursing staff on getting better H&P for

				qualifying diagnosis at time of referral (currently only Huntington's, Touretes and Schizophrenia qualify) On this report, only 1 resident caused the trigger.
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QIPP Component 1 Quality Metric for March/April/May 2018

Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report	3/15/18, 4/20/18, 5/18/18	3/25/18, 4/25/18, 5/25/18	Y	NA

QIPP Component 2 (Modest) Quality Metrics for March/April/May 2018

QIPP Component 2 (Modest) Quality Metrics for March/April/May 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.35%	4.06%	1.44%	Y	
High Risk W/Pressure Ulcers	5.67%	5.84%	7.45%	N	PIP in place
Physical restraints	.53%	.53%	0%	Y	
Antipsychotic medication	16.06%	16.23%	14.18%	Y	



The Woodlands
4650 S. Panther Creek Dr., Spring, Texas 77381

Site Visit: 6/28/2018

QIPP Component 3 (High) Quality Metrics for March/April/May 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.35%	4.06%	1.44%	Y	
High Risk W/Pressure Ulcers	5.67%	5.84%	7.45%	N	PIP in place
Physical restraints	.53%	.53%	0%	Y	
Antipsychotic medication	16.06%	16.23%	14.18%	Y	

CONTACT:

Administrator: Mr. Tony Vargas

The phone visit was conducted June 25, 2018. I visited with Mr. Vargas on this date.

The facility was built in 1991 and is a very nice facility. The facility is licensed for 106 residents.

FACILITY:

The census target is 48 and the current census is 61. The census breakdown is; Medicare-6; Medicaid-27; Private Pay-24; Private Insurance-2; Hospice-; Pending Status-2.

SURVEY:

None for the month of May.

REPORTABLE INCIDENTS:

The facility had one reportable incident for May. They reported a fall with injury. The state did come in and unsubstantiated the incident.

CLINICAL TRENDING:**Infections:**

The infection rate was within the thresholds for infection control.

Weight Loss:

There were no issues for the month of February.

ADDITIONAL COMMENTS:

Staffing is in good shape at this time.

Mr. Vargas said the facility is staying well within the budgeted targets.

The staff is working hard on the quality measures;

Restraints; 0

Falls with major injuries; one for the quarter. There were no falls with Major injuries for May

Anti-psychotics; 2.3%% Long Term; 0% short term.

Pressure ulcers- There were 0 new acquired pressure ulcers.

Mr. Vargas said that the staff is working very hard to improve the star rating in all areas and feels that they will have better numbers in the coming months.

Staffing is pretty good. Budget numbers are good.

Overall quality is 4 star.

Overall star rating is 3.

CONTACT:

Administrator: Ms. Margie McKee

The phone visit was conducted on June 27, 2018. Ms. McKee has been the administrator for thirteen years. The facility was built in 1986 and is licensed for 108 beds.

FACILITY:

The census target is 58 and the current census is 64. The breakdown is; Medicare-4; Medicaid-35; Private Pay-25; Private Insurance-, Hospice-, Pending Status-.

SURVEY:

Nothing for May

REPORTABLE INCIDENTS:

The facility had one reportable incident involving an allegation of verbal abuse by an agency CNA. The incident was substantiated. The CNA was terminated, and the agency did suspend the individual.

Infections:

The infection rate was below the threshold set by infection control. 4%

Weight Loss:

The facility had no unexpected weight loss or gain issues.

ADDITIONAL COMMENT:

Restraints-0

Pressure ulcers- The facility had one new pressure ulcer on admission. The previously reported pressure ulcers have healed or are healing, (3.2%).

Falls with Major injuries- None for May.

Anti-psychotics- Overall 14%. The percentage is down 2% from last month.

Ms. McKee indicated the facility is staying within the budget targets. She is currently having to use some agency staff. The facility currently needs four full-time CNAs and three LVNs.

CONTACT

Administrator: Mr. Jason Ohrt

The phone visit was conducted on June 27, 2018. Mr. Ohrt has been with the facility for two years.

The facility was constructed in 1990 and is a very pretty and well taken care of building. The facility is licensed for 120 residents.

FACILITY

The current census target is 67. The current census is 60. The breakdown is as follows; Medicare-4; Medicaid-31; Private Pay-16; Private Insurance-1; Hospice-; Pending Status-; V.A.-8.

SURVEY

The facility had their full-book survey. The facility had 9 tags, all minor. The plan of correction has been submitted to the State.

REPORTABLE INCIDENTS:

The facility had one reportable incident regarding a resident that fell and broke his ankle. The state has not come in to investigate

CLINICAL TRENDING**Infections:**

Infections were below thresholds.

Weight Loss:

There were no weight loss issues and no trending.

ADDITIONAL COMMENT:

The facility is working hard to control the quality measures.

Restraints-0

Pressure ulcers; 7 on admission. All are being treated and healing.

Falls with Major injuries- 1 for May. Carry over of 2 falls-7%; national avg. 3.5%.

Anti-psychotic medicine- Currently at 9%

Mr. Ohrt knows they are above the acceptable averages in a couple of the areas but the staff is working hard to bring that down. The facility has an overall quality star rating of 2 stars. Budget targets are good.

Staffing is good at this time. Facility has dropped off most of the agency staffing.

He, like the other administrators that have facilities that are being sold, is still wondering exactly when the sell is going to be finalized. He also has heard that it is supposed to be September.

CONTACT

Sean – Administrator

FACILITY

Clairmont-Beaumont is a 148 bed 3 star rated facility, with a 4 star quality rating. Census on day of visit: 100: Private Pay 10, Medicare 3, Medicaid 58 (plus 8 pending), HMO 9 and Hospice 12.

The DON was not on site and administrator provided clinical data and tour. Walk-up curb appeal continues to be well maintained.

During the tour, observed residents in the dining area playing bingo, as per the activity calendar. The laundry room was clean and organized and lint logs and current. The kitchen was preparing lunch, all logs current and all food in walk-in was labeled and menu posted. Linen closet observed was neat and clean with required ceiling distance met.

Resident rooms observed were clean, with no odors or safety issues identified. Activity calendar posted in common areas and resident rooms.

SURVEY

Clairmont Beaumont is currently in their survey.

REPORTABLE INCIDENTS

The DON reports no complaints and 8 self-reports during the last quarter, all unsubstantiated- 3 allegations of abuse (one staff terminated), 2 fractures during falls, 1 resident to resident sexual assault, 1 resident assaulted a police officer.

CLINICAL TRENDING**Incident Reporting:**

There were 92 falls without injury, 22 falls with injury (2 with major injury of fractures), 35 skin tears, 2 fractures, 17 bruises, 4 lacerations, 7 behaviors and 6 abrasions.

Infections:

Clairmont Beaumont had 17 infections during the past quarter, 7 respiratory and 10 UTIs, no trending identified.

Pressure Ulcers:

There were 29 residents with pressure ulcers with 39 sites, 12 were in house acquired. Per the wound care nurse, most all of the in house acquired ulcers were “unavoidable” but the physicians have never documented this in their record (many are hospice patients declining).

Weight Loss:

15 residents experience weight loss, 9 having 5-10% weight loss, and 6 had 10% or higher weight loss, several of these residents were on hospice.

Restraints:

No restraints are used at this time. .

Staffing:

Currently the facility is in need of 5 FT CNA’s (for 2-10 and 6-2) and 2 LVN’s, one on 10-6 shift and one on double weekend. DON expressed concern about the number of vacancies is currently manages. Facility currently conducting a CNA class and students will be graduating next week.

Quality Indicators (Casper) from March 1, 2018- May 31, 2018				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	2.9%	10.8%	12.9%	
New/Worsened Pressure Ulcers (S)	0%	1%	1%	
New Psychoactive Med Use (S)	0%	2.5%	2%	
Fall w/Major Injury (L)	4.0%	3.5%	3.5%	
UTI (L)	11.5%	2.6%	3.1%	UTIs are present on admission, Hand washing and pericare inservices presented
Self-Reported Mod/Sev Pain (L)	5.4%	5%	6.1%	
High risk with pressure ulcers (L)	14%	6.8%	6.3%	Several residents come into facility with pressure ulcers and most unavoidable



Clairmont-Beaumont
1020 23rd St., Beaumont, Texas 77707

Site Visit: 6/27/2018

Loss of Bowel/Bladder Control(L)	34 %	50.5%	48.4%	
Catheter(L)	5.4%	2.3%	2.4%	Diagnosis appropriate
Physical restraint(L)	0%	.1%	.4%	
Increased ADL Assistance(L)	33.8%	19.7%	16.1%	Believe this is a coding issue
Excessive Weight Loss(L)	10.4%	6.9%	8.3%	16 hospice patients
Depressive symptoms(L)	1.3%	3.6%	4.8%	
Antipsychotic medication (L)	13.5%	14%	14.9%	

QIPP Component 1 Quality Metric for March 1-May 31, 2018

Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
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QAPI Validation Report	3/13/18, 4/18/18, 5/14/18	3/13/18, 4/18/18, 5/14/18	Y	NA
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QIPP Component 2 (Modest) Quality Metrics for March1-May 31, 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.35%	.4.17%	5.2%	N	PIP in place – Discuss new falls in morning mtgs., ensure appropriate interventions are in place, also implemented Falling Star program
High Risk W/Pressure Ulcers	5.67%	9.09%	14%	N	PIP to be initiated – facility does have a wd. Treatment nurse and physician
Physical restraints	.53%	0.84%	0%	Y	NA
Antipsychotic medication	16.06%	18.32%	13.5%	Y	NA

QIPP Component 3 (Hi1gh) Quality Metrics for March1-May 31, 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.35%	.4.17%	5.2%	N	PIP in place – Discuss new falls in morning mtgs., ensure appropriate interventions are in place, also implemented Falling Star program

High Risk W/Pressure Ulcers	5.67%	9.09%	14%	N	PIP to be initiated – facility does have a wd. Treatment nurse and physician
Physical restraints	.53%	0.84%	0%	Y	NA
Antipsychotic medication	16.06%	18.32%	13.5%	Y	NA