Exhibit "A"

Census	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Texas Average
ER Visits	234	211	233	217	223	240				rexas Average
Conversion to Inpatient/observation	17	20	18	19	17		184	201	205	
Percentage	7%	9%	8%			20	15	10	10	
Transferred out	22	16		9%	8%	8%	8%	5%	5%	
Percentage			13	20	18	16	11	12	11	•
ER shifts covered by doctors	9%	8%	6%	9%	8%	7%	6%	6%	5%	
	0%	40%	45%	65%	72%	55%	61%	71%	78%	
Average Inpatient days per day	1.61	1.50	3.61	2.60	2.45	1.68	2.71	1.61	2.33	4 6
CTs	75	82	74	71	52	52	35			1.63
Xrays	286	253	295	235	245	257		45	57	
Ultrasounds	41	34	39	30			266	244	239.	
Encounters - Adult Clinic	653	614			32	18	33	28	28.	
Encounters - Pediatric Clinic			789	606	602	673	644	618	635	
Behavioral Health patients	323	331	425	276	284	334	346	320	341	
	78	79	74	65	67	76	77	74	76	
Physical Therapy	5	6	7	6	10	9	3	4	6	

Additional Items:

^{*}New Digital X-Ray is Up and Running
*Ordering Materials for ER Admissions/Waiting Area Remodel

^{*}More Podiatrists coming on board

Exhibit "B"

1 TAC § 353.1301

This document reflects all regulations in effect as of April 30, 2019

Texas Administrative Code > TITLE 1. ADMINISTRATION > PART 15. TEXAS HEALTH AND HUMAN SERVICES COMMISSION > CHAPTER 353. MEDICAID MANAGED CARE > SUBCHAPTER O. DELIVERY SYSTEM AND PROVIDER PAYMENT INITIATIVES

§ 353.1301. General Provisions

- **(a)**Purpose. The purpose of this subchapter is to describe the circumstances and programs under which the Texas Health and Human Services Commission may direct expenditures for delivery system and provider payment initiatives through its contracts with Medicaid managed care organizations. Federal authority for such directed expenditures is codified at 42 C.F.R. § 438.6(c).
- **(b)**Definitions. The following definitions apply when the terms are used in this subchapter. Terms that are used in only one program described in this subchapter may be defined in the section of this subchapter describing that program.
 - (1)Capitation rate--A fixed, predetermined fee paid by HHSC to the managed care organization each month, in accordance with the contract, for each enrolled member. In exchange for this, the managed care organization arranges for or provides a defined set of covered services to the enrolled member, regardless of the amount of covered services used by the enrolled member.
 - **(2)**Centers for Medicare & Medicaid Services (CMS)--The federal agency within the United States Department of Health and Human Services responsible for overseeing and directing Medicare and Medicaid.
 - (3)HHSC--The Texas Health and Human Services Commission or its designee.
 - (4)Intergovernmental transfer (IGT)--A transfer of public funds from another state agency or a non-state governmental entity to HHSC.
 - **(5)**Managed care organization (MCO)--A Medicaid managed care organization contracted with HHSC to provide health care services to Medicaid recipients.
 - **(6)**Non-federal share--The portion of program expenditures that is not federal funds. The non-federal share is equal to 100 percent minus the federal medical assistance percentage (FMAP) for Texas for the state fiscal year corresponding to the program year and for the population served.
 - (7)Non-state governmental entity--A hospital authority, hospital district, health district, city, or county.
 - **(8)**Program rate component--The fixed percentage of the capitation rate that is attributable to the delivery system or provider payment initiative.
 - **(9)**Provider--A credentialed and licensed individual, facility, agency, institution, organization, or other entity that has a contract with the MCO for the delivery of covered services to the MCO's members.
 - **(10)**Public funds--Funds derived from taxes, assessments, levies, and investments. Public funds also include other public revenues within the sole and unrestricted control of a governmental entity. Public funds do not include gifts, grants, trusts, or donations, the use of which is conditioned on supplying a benefit solely to the donor or grantor of the funds.
 - (11)Service delivery area (SDA)--The counties included in any HHSC-defined geographic area as applicable to each MCO.

- **(12)**Sponsoring governmental entity--A state or non-state governmental entity that agrees to transfer to HHSC some or all of the non-federal share of program expenditures under this subchapter.
- **(c)**CMS approval. Implementation of each of the programs described in this subchapter is contingent upon HHSC receiving written approval from CMS of the contract provisions directing the MCO expenditures. Federal requirements for CMS approval of directed MCO expenditures are codified in <u>42 C.F.R. § 438.6(c)(2)</u>.
- (d) Program specifications, provider eligibility, and payment calculations. Descriptions of program specifications, provider eligibility, and payment calculations are contained in the sections of this subchapter that describe each delivery system or provider payment initiative program.
- **(e)**Source of the non-federal share. The non-federal share of expenditures under this subchapter is limited to timely receipt by HHSC of public funds from sponsoring governmental entities.
 - (1)State-owned providers. A state-owned provider may transfer to HHSC any non-federal funds within the control of the provider, including appropriated state general revenue funds, as the non-federal share of program expenditures associated with that provider.
 - **(2)**All other providers. For all other providers, the non-federal share of program expenditures is funded through IGTs. No state general revenue appropriated to HHSC is available to support program expenditures to non-state providers under this subchapter.
- **(f)**Amount and timing of transfer of the non-federal share. The amount of the non-federal share that governmental entities transfer to HHSC for expenditures under this subchapter and the timing of such transfers are specific to each delivery system or provider payment initiative and are described in the section of this subchapter governing each such program.
- (g)Reconciliation of the non-federal share.
 - (1)Purpose. The amount of HHSC's expenditures under this subchapter is dependent on member enrollment in each participating MCO, which may fluctuate from month to month. HHSC's actual expenditures cannot be determined until final member enrollment data is available, which may not occur for up to two years following the end of the program period. The purpose of the reconciliation process is to ensure that HHSC's actual total expenditures for each program are determined based on accurate and final member enrollment data for each program period, and that the non-federal share of HHSC's actual expenditures are borne by the appropriate governmental entity or entities.
 - (2)Methodology. For each program described in this subchapter, HHSC reconciles the amount of the non-federal funds actually expended during the program period with the amount of funds transferred to HHSC by the sponsoring governmental entities. For programs with multiple provider classes, HHSC reconciles expenditures for each provider class. HHSC completes each reconciliation in multiple parts.
 - **(A)**The first reconciliation occurs no later than 120 days after the end of the program period. (i) Using the best-available member enrollment data at the time of the first reconciliation, HHSC:
 - (I)calculates the amount expended for the program period by multiplying the program rate component by the total member months included in the program period;
 - (II) calculates the non-federal share of the amount determined in subclause (I) of this clause; and
 - (III) compares the amount determined in subclause (II) of this clause to the amount previously transferred to HHSC by the participating governmental entities for the program period. (ii) If the amount previously transferred is less than 102 percent of the amount determined in clause (i)(II) of this subparagraph:
 - (I) the participating governmental entities must transfer additional funds to HHSC such that total transferred funds equals 102 percent of the amount determined in clause (i)(II) of this subparagraph;

- (II)if more than one governmental entity is responsible for the non-federal share of payments under the program, the additional required funds are allocated proportional to each governmental entity's initial contribution to funding the program; and
- (III)HHSC notifies the governmental entities of the amount and timing of the required transfers. (iii) If the amount previously transferred is more than 102 percent of the amount determined in clause (i)(II) of this subparagraph, HHSC refunds the excess amount to the governmental entities in proportion to each entity's initial contribution to funding the program.
- **(B)**Interim reconciliations may occur as updated member enrollment data for the program period becomes available. HHSC follows the process described in subparagraph (A) of this paragraph for such interim reconciliations.
- **(C)**The final reconciliation occurs no later than 25 months after the end of the program period. (i) Using the final member enrollment data for the program period, HHSC:
 - (I)calculates the amount expended for the program period by multiplying the program rate component by the total member months included in the program period;
 - (II) calculates the non-federal share of the amount determined in subclause (I) of this clause; and
 - (III) compares the amount determined in subclause (II) of this clause to the amount previously transferred to HHSC by the sponsoring governmental entities for the program period, including any amounts transferred pursuant to subparagraphs (A)(ii) or (B) of this paragraph. (ii) If the amount previously transferred is less than the non-federal share of the amount expended:
 - (I) the participating governmental entities must transfer additional funds to HHSC such that total transferred funds equals the amount determined in clause (i)(II) of this subparagraph;
 - (II)if more than one governmental entity is responsible for the non-federal share of payments under the program, the additional required funds are allocated proportional to each governmental entity's initial contribution to funding the program; and
 - (III)HHSC notifies the governmental entities of the amount and timing of the required transfers. (iii) If the amount previously transferred is more than the amount determined in clause (i)(II) of this subparagraph, HHSC refunds the excess amount to the governmental entities in proportion to each entity's initial contribution to funding the program.
- **(h)**Failure of a governmental entity to transfer funds. If a governmental entity does not timely complete the transfer of funds described in this section, HHSC withholds Medicaid payments from any provider operated by the governmental entity until HHSC has recovered an amount equal to the amount of the funding shortfall.
- (i)Failure of an MCO to comply with contract provisions. HHSC may review MCO payments to network providers or other documentation to verify that the MCO is in compliance with contract provisions directing expenditures for delivery system and provider payment initiatives. HHSC must investigate provider claims of contract violations. In the event HHSC identifies any contract deficiency or violation, HHSC takes corrective action to remedy such deficiency or violation, as authorized by § 353.5 of this chapter (relating to Internet Posting of Sanctions Imposed For Contractual Violations).
- (j)Disallowance of federal funds. If payments under this subchapter are disallowed by CMS, HHSC may recoup the amount of the disallowance from MCOs, providers, or governmental entities that participated in the program associated with the disallowance. If the recoupment from an MCO, provider, or governmental entity for such a disallowance results in a subsequent disallowance, HHSC will recoup the amount of that subsequent disallowance from the same entity.
- (k)Overpayment.

- (1)If payments under this subchapter result in an overpayment to an MCO, HHSC may recoup the amount of the overpayment from the MCO, pursuant to the terms of the contract between them.
- (2)If payments under this subchapter result in an overpayment to a provider, the MCO may recoup an amount equivalent to the overpayment.
- (3) Payments made under this subchapter may be subject to any adjustments for payments made in error or due to fraud, including without limitation adjustments made under the Texas Administrative Code, the Code of Federal Regulations, and state and federal statutes. The MCOs may recoup an amount equal to any such adjustments from the providers in question. Nothing in this section may be construed to limit the independent authority of another federal or state agency or organization to recover from the provider for a payment made due to fraud.

(I)State's cost of administering programs. To the extent authorized under state and federal law, HHSC will collect the state's cost of administering a program authorized under this subchapter from participants in the program generating the costs.

History

SOURCE:

The provisions of this § 353.1301 adopted to be effective April 9, 2017, <u>42 TexReg 1737</u>; amended to be effective November 1, 2017, <u>42 TexReg 5999</u>

TEXAS ADMINISTRATIVE CODE

End of Document

1 TAC § 353.1302

This document reflects all regulations in effect as of April 30, 2019

Texas Administrative Code > TITLE 1. ADMINISTRATION > PART 15. TEXAS HEALTH AND HUMAN SERVICES COMMISSION > CHAPTER 353. MEDICAID MANAGED CARE > SUBCHAPTER O. DELIVERY SYSTEM AND PROVIDER PAYMENT INITIATIVES

§ 353.1302. Quality Incentive Payment Program for Nursing Facilities on or after September 1, 2019

- (a)Introduction. This section establishes the Quality Incentive Payment Program (QIPP) for nursing facilities (NFs) providing services under Medicaid managed care on or after September 1, 2019. QIPP is designed to incentivize NFs to improve quality and innovation in the provision of NF services to Medicaid recipients through the use of metrics that are expected to advance at least one of the goals and objectives of the state's quality strategy.
- **(b)**Definitions. The following definitions apply when the terms are used in this section. Terms that are used in this and other sections of this subchapter may be defined in § 353.1301 (relating to General Provisions) or § 353.1304 (relating to Quality Metrics for the Quality Incentive Payment Program for Nursing Facilities on or after September 1, 2019) of this subchapter.
 - (1)CHOW application--An application filed with HHSC for a NF change of ownership (CHOW).
 - (2) Eligibility period--A period of time for which an eligible and enrolled NF may receive the QIPP amounts described in this section. Each QIPP eligibility period is equal to a state fiscal year (FY) beginning September 1 and ending August 31 of the following year.
 - (3) Network nursing facility--A NF located in the state of Texas that has a contract with an MCO for the delivery of Medicaid covered benefits to the MCO's enrollees.
 - **(4)**Non-state government-owned NF--A network nursing facility where a non-state governmental entity located in the state of Texas holds the license and is a party to the NF's Medicaid provider enrollment agreement with the state.
 - **(5)**Private NF--A network nursing facility not owned by a governmental entity located in the state of Texas, and holds a license.
 - **(6)**Regional Healthcare Partnership (RHP)--A collaboration of interested participants that work collectively to develop and submit to the state a regional plan for health care delivery system reform as defined and established under Chapter 354, Subchapter D, of this title (relating to Texas Healthcare Transformation and Quality Improvement Program).
- **(c)**Eligibility for participation in QIPP. A NF is eligible to participate in QIPP if it complies with the requirements described in this subsection.
 - (1) The NF is a non-state government-owned NF.
 - (A)The non-state governmental entity that owns the NF must certify the following facts on a form prescribed by HHSC. (i) That it is a non-state government-owned NF where a non-state governmental entity holds the license and is party to the facility's Medicaid contract; and (ii) That all funds transferred to HHSC via an intergovernmental transfer (IGT) for use as the state share of payments are public funds.

- **(B)**The NF must be located in the state of Texas in the same RHP as, or within 150 miles of, the non-state governmental entity taking ownership of the facility, be owned by the non-state governmental entity for no less than four years prior to the first day of the eligibility period, or must be able to certify in connection with the enrollment application that they can demonstrate an active partnership between the NF and the non-state governmental entity that owns the NF. The following criteria demonstrate an active partnership between the NF and the non-state governmental entity that owns the NF. (i) Monthly meetings (in-person or virtual) with NF administrative staff to review the NF's clinical and quality operations and identify areas for improvement. Meetings should include patient observations; regulatory findings; review of CASPER reports, quality measures, grievances, staffing, risk, incidents, accidents, and infection control measures; root cause analysis, if applicable; and design of performance improvement plans. (ii) Quarterly joint trainings on topics and trends in nursing home care best practices or on needed areas of improvement. (iii) Annual, on-site inspections of the NF by a non-state governmental entity-sponsored Quality Assurance team.
- (2) The NF is a private NF. The NF must have a percentage of Medicaid NF days of service that is greater than or equal to 65 percent. For each private NF, the percentage of Medicaid NF days is calculated by summing the NF's Medicaid NF fee-for-service and managed care days of service, including dual-eligible demonstration days of service, and dividing that sum by the facility's total days of service in all licensed beds. Medicaid hospice days of service are included in the denominator but excluded from the numerator.
 - **(A)**The days of service will be annualized based on the NF's latest cost report or accountability report but from a year in which HHSC required the submission of cost reports.
 - **(B)**HHSC will exclude any calendar days that the NF was closed due to a natural or man-made disaster. In such cases, HHSC will annualize the days of service based on calendar days when the NF was open.
- **(d)**Data sources for historical units of service. Historical units of service are used to determine an individual private NF's QIPP eligibility status and the distribution of QIPP funds across eligible and enrolled NFs.
 - (1) All data sources referred to in this subsection are subject to validation using HHSC auditing processes or procedures as described under § 355.106 of this title (relating to Basic Objectives and Criteria for Audit and Desk Review of Cost Reports).
 - (2) Data sources for the determination of each private NF's QIPP eligibility status are listed in priority order below. For each eligibility period, the data source must be from a cost-reporting year and must align with the NF's fiscal year.
 - (A) The most recently available Medicaid NF cost report for the private NF. If no Medicaid NF cost report is available, the data source in subparagraph (B) of this paragraph must be used.
 - **(B)**The most recently available Medicaid Direct Care Staff Rate Staffing and Compensation Report for the private NF. If no Medicaid Direct Care Staff Rate Staffing and Compensation Report is available, the data source in subparagraph (C) of this paragraph must be used.
 - **(C)**The most recently available Medicaid NF cost report for a prior owner of the private NF. If no Medicaid NF cost report for a prior owner of the private NF is available, the data source in subparagraph (D) of this paragraph must be used.
 - **(D)**The most recently available Medicaid Direct Care Staff Rate Staffing and Compensation Report for a prior owner of the private NF. If no Medicaid Direct Care Staff Rate Staffing and Compensation Report for a prior owner of the private NF is available, the private NF is not eligible for participation in QIPP.
 - (3) Data sources for determination of distribution of QIPP funds across eligible and enrolled NFs are listed in priority order below. For each eligibility period, the data source must be from a cost-reporting year and must align with the NF's fiscal year.

- (A) The most recently available Medicaid NF cost report for the NF. If the cost report covers less than a full year, reported values are annualized to represent a full year. If no Medicaid NF cost report is available, the data source in subparagraph (B) of this paragraph must be used.
- **(B)**The most recently available Medicaid Direct Care Staff Rate Staffing and Compensation Report for the NF. If the Staffing and Compensation Report covers less than a full year, reported values are annualized to represent a full year. If no Staffing and Compensation Report is available, the data source in subparagraph (C) of this paragraph must be used.
- **(C)**The most recently available Medicaid NF cost report for a prior owner of the NF. If the cost report covers less than a full year, reported values are annualized to represent a full year. If no Medicaid NF cost report for a prior owner of the NF is available, the data source in subparagraph (D) of this paragraph must be used.
- **(D)**The most recently available Medicaid Direct Care Staff Rate Staffing and Compensation Report for a prior owner of the NF. If the Staffing and Compensation Report covers less than a full year, reported values are annualized to represent a full year.
- **(e)**Participation requirements. As a condition of participation, all NFs participating in QIPP must allow for the following.
 - (1)HHSC must be able to access data for the NF from one of the data sources listed in subsection (d) of this section.
 - (2) The NF must submit a properly completed enrollment application by the due date determined by HHSC. The enrollment period must be no less than 30 calendar days, and the final date of the enrollment period will be at least nine days prior to the IGT notification.
 - (3) The entity that owns the NF must certify, on a form prescribed by HHSC, that no part of any payment made under the QIPP will be used to pay a contingent fee, consulting fee, or legal fee associated with the NF's receipt of QIPP funds and the certification must be received by HHSC with the enrollment application described in paragraph (2) of this subsection.
 - **(4)**The entity that owns the NF must submit to HHSC, upon demand, copies of contracts it has with third parties that reference the administration of, or payments from, QIPP.
- **(f)**Non-federal share of QIPP payments. The non-federal share of all QIPP payments is funded through IGTs from sponsoring non-state governmental entities. No state general revenue is available to support QIPP.
 - (1)HHSC will share suggested IGT responsibilities for the eligibility period with all QIPP eligible and enrolled non-state government-owned NFs at least 15 days prior to the IGT declaration of intent deadline. Suggested IGT responsibilities will be based on the maximum dollars to be available under the QIPP program for the eligibility period as determined by HHSC, plus eight percent; forecast STAR+PLUS NF member months for the eligibility period as determined by HHSC; and the distribution of historical Medicaid days of service across non-state government-owned NFs enrolled in QIPP for the eligibility period. HHSC will also share estimated maximum revenues each eligible and enrolled NF could earn under QIPP for the eligibility period with those estimates based on HHSC's suggested IGT responsibilities and an assumption that all enrolled NFs will meet 100 percent of their quality metrics. The purpose of sharing this information is to provide non-state government-owned NFs with information they can use to determine the amount of IGT they wish to transfer.
 - (2) Sponsoring governmental entities will determine the amount of IGT they wish to transfer to HHSC for the entire eligibility period and provide a declaration of intent to HHSC 15 business days before the first half of the IGT amount is transferred to HHSC.
 - **(A)**The declaration of intent is a form prescribed by HHSC that includes the total amount of IGT the sponsoring governmental entity wishes to transfer to HHSC and whether the sponsoring governmental entity intends to accept Component One payments.

- **(B)**The declaration of intent is certified to the best knowledge and belief of a person legally authorized to sign for the sponsoring governmental entity but does not bind the sponsoring governmental entity to transfer IGT.
- (3) Sponsoring governmental entities will transfer the first half of the IGT amount by a date determined by HHSC. The second half of the IGT amount will be transferred by a date determined by HHSC. The IGT deadlines and all associated dates will be published on the HHSC QIPP webpage by January 15 of each year.
- **(4)**Reconciliation. HHSC will reconcile the amount of the non-federal funds actually expended under this section during each eligibility period with the amount of funds transferred to HHSC by the sponsoring governmental entities for that same period using the methodology described in § 353.1301(g) of this subchapter.
- **(g)**QIPP capitation rate components. QIPP funds will be paid to MCOs through four components of the STAR+PLUS NF managed care per member per month (PMPM) capitation rates. The MCOs' distribution of QIPP funds to the enrolled NFs will be based on each NF's performance related to the quality metrics as described in § 353.1304 of this subchapter. The NF must have had at least one Medicaid client in the care of that NF for each reporting period to be eligible for payments.

(1)Component One.

- **(A)**The total value of Component One will be equal to 110 percent of the non-federal share of the QIPP.
- **(B)**Interim allocation of funds across qualifying non-state government-owned NFs will be proportional, based upon historical Medicaid days of NF service.
- **(C)**Monthly payments to non-state government-owned NFs will be triggered by achievement of performance requirements as described in § 353.1304 of this subchapter.
- (D)Private NFs are not eligible for payments from Component One.
- **(E)**The interim allocation of funds across qualifying non-state government-owned NFs will be reconciled to the actual distribution of Medicaid NF days of service across these NFs during the eligibility period as captured by HHSC's Medicaid contractors for fee-for-service and managed care 180 days after the last day of the eligibility period. This reconciliation will only be performed if the weighted average (weighted by Medicaid NF days of service during the eligibility period) of the absolute values of percentage changes between each NFs proportion of historical Medicaid days of NF service and actual Medicaid days of NF service is greater than 18 percent.

(2)Component Two.

- **(A)**The total value of Component Two will be equal to 30 percent of remaining QIPP funds after accounting for the funding of Component One and Component Four.
- **(B)**Allocation of funds across qualifying non-state government-owned and private NFs will be proportional, based upon historical Medicaid days of NF service.
- **(C)**Monthly payments to NFs will be triggered by achievement of performance requirements as described in § 353.1304 of this subchapter.

(3)Component Three.

- (A) The total value of Component Three will be equal to 70 percent of remaining QIPP funds after accounting for the funding of Component One and Component Four.
- **(B)**Allocation of funds across qualifying non-state government-owned and private NFs will be proportional, based upon historical Medicaid days of NF service.
- **(C)**Quarterly payments to NFs will be triggered by achievement of performance requirements as described in § 353.1304 of this subchapter.

(4)Component Four.

- (A)The total value of Component Four will be equal to 16 percent of the funds of the QIPP.
- **(B)**Allocation of funds across qualifying non-state government-owned NFs will be proportional, based upon historical Medicaid days of NF service.
- **(C)**Quarterly payments to non-state government-owned NFs will be triggered by achievement of performance requirements as described in § 353.1304 of this subchapter.
- (D)Private NFs are not eligible for payments from Component Four.
- (5) Funds that are non-disbursed due to failure of one or more NFs to meet performance requirements will be distributed across all QIPP NFs based on each NF's proportion of total earned QIPP funds from Components One, Two, Three, and Four combined.

(h)Distribution of QIPP payments.

- (1)Prior to the beginning of the eligibility period, HHSC will calculate the portion of each PMPM associated with each QIPP-enrolled NF broken down by QIPP capitation rate component, quality metric, and payment period. For example, for a NF, HHSC will calculate the portion of each PMPM associated with that NF that would be paid from the MCO to the NF as follows.
 - (A)Monthly payments from Component One as performance requirements are met will be equal to the total value of Component One for the NF divided by twelve.
 - **(B)**Monthly payments from Component Two associated with each quality metric will be equal to the total value of Component Two associated with the quality metric divided by twelve.
 - **(C)**Quarterly payments from Component Three associated with each quality metric will be equal to the total value of Component Three associated with the quality metric divided by four.
 - **(D)**Quarterly payments from Component Four associated with each quality metric will be equal to the total value of Component Four associated with the quality metric divided by four.
 - **(E)**For purposes of the calculations described in subparagraphs (B), (C), and (D) of this paragraph, each quality metric will be allocated an equal portion of the total dollars included in the component.
 - **(F)**In situations where a NF does not have enough data for a quality metric to be calculated, the funding associated with that metric will be evenly distributed across all remaining metrics within the component.
- (2)MCOs will distribute payments to enrolled NFs as they meet their reporting and quality metric requirements. Payments will be equal to the portion of the QIPP PMPM associated with the achievement for the time period in question multiplied by the number of member months for which the MCO received the QIPP PMPM. In the event of a CHOW, the MCO will distribute the payment to the owner of the NF at the time of the payment.

(i) Changes of ownership.

- (1)A NF undergoing a CHOW from privately owned to non-state government owned or from non-state government owned to privately-owned will only be eligible to enroll as the new class of facility if HHSC received a completed CHOW application no later than 30 days prior to the first day of the enrollment period. All required documents pertaining to the CHOW (i.e., HHSC must have a complete application for a change of ownership license as described under 40 TAC § 19.201 (relating to Criteria for Licensing), 40 TAC § 19.210 (relating to Change of Ownership) must be submitted in the timeframe required by HHSC.
- (2) If an enrolled NF changes ownership, including to a new class of facility during the pendency of the application or during the eligibility period, the NF under the new ownership must meet the eligibility requirements described in this section for the new owner's facility class in order to continue QIPP participation during the eligibility period.

(3)An enrolled NF must notify the MCOs it has contracts with of a potential CHOW at least 30 days before the anticipated date of the CHOW. An enrolled NF must also notify the HHSC Rate Analysis Department by hand delivery, United States (U.S.) mail, or special mail delivery at least 30 days before the anticipated date of the CHOW. Notification is considered to have occurred when HHSC receives the notice.

(j)Changes in operation. If an enrolled NF closes voluntarily or ceases to provide NF services in its facility, the NF must notify the HHSC Rate Analysis Department by hand delivery, United States (U.S.) mail, or special mail delivery within 10 business days of closing or ceasing to provide NF services. Notification is considered to have occurred when HHSC receives the notice.

(k)Recoupment. Payments under this section may be subject to recoupment as described in § 353.1301(j) and § 353.1301(k) of this subchapter.

History

SOURCE:

The provisions of this § 353.1302 adopted to be effective December 30, 2018, 43 TexReg 8079

TEXAS ADMINISTRATIVE CODE

End of Document

1 TAC § 353.1303

This document reflects all regulations in effect as of April 30, 2019

Texas Administrative Code > TITLE 1. ADMINISTRATION > PART 15. TEXAS HEALTH AND HUMAN SERVICES COMMISSION > CHAPTER 353. MEDICAID MANAGED CARE > SUBCHAPTER O. DELIVERY SYSTEM AND PROVIDER PAYMENT INITIATIVES

§ 353.1303. Quality Incentive Payment Program for Nursing Facilities before September 1, 2019

- (a)Introduction. This section establishes the Quality Incentive Payment Program (QIPP) for nursing facilities (NFs) providing services under Medicaid managed care (MC) before September 1, 2019. QIPP is designed to incentivize NFs to improve quality and innovation in the provision of NF services to Medicaid recipients, using the Centers for Medicare & Medicaid Services (CMS) Five-Star Quality Rating System as its measure of success.
- **(b)**Definitions. The following definitions apply when the terms are used in this section. Terms that are used in this and other sections of this subchapter may be defined in § 353.1301 of this subchapter (related to General Provisions).
 - (1)Baseline--A NF-specific starting measure used as a comparison against NF performance throughout the eligibility period to determine progress in the QIPP Quality Measures.
 - **(2)**Benchmark--The CMS National Average prior to the start of the eligibility period by which a NF's progress with the Quality Measures is determined.
 - **(3)**CHOW application--An application filed with the Department of Aging and Disability Services (DADS) for a NF change of ownership (CHOW).
 - (4)DADS--The Texas Department of Aging and Disability Services or its successor agency.
 - (5)Eligibility period--A period of time for which an eligible and enrolled NF may receive the QIPP amounts described in this section. Each QIPP eligibility period is equal to a state fiscal year (FY) beginning September 1 and ending August 31 of the following year. Eligibility Period One is equal to FY 2018, beginning September 1, 2017, and ending August 31, 2018.
 - **(6)**MCO--A Medicaid managed care organization contracted with HHSC to provide NF services to Medicaid recipients.
 - (7) Network nursing facility--A NF that has a contract with an MCO for the delivery of Medicaid covered benefits to the MCO's enrollees.
 - **(8)**Non-state government-owned NF--A network NF where a non-state governmental entity holds the license and is a party to the NF's Medicaid provider enrollment agreement with the state.
 - (9) Private NF--A NF that is not owned by a governmental entity.
 - (10)Quality Assurance Performance Improvement (QAPI) Validation Report--A monthly report submitted by a NF, that is eligible for and enrolled in QIPP, to an MCO that demonstrates that the NF has convened a meeting to review the NF's CMS-compliant plan for maintaining and improving safety and quality in the NF.
 - (11)Regional Healthcare Partnership (RHP)--A collaboration of interested participants that work collectively to develop and submit to the state a regional plan for health care delivery system reform as

defined and established under Chapter 354, Subchapter D, of this title (relating to Texas Healthcare Transformation and Quality Improvement Program).

- **(c)**Eligibility for participation in QIPP. A NF is eligible to participate in QIPP if it complies with the requirements described in this subsection for each eligibility period.
 - **(1)**Eligibility Period One. A NF is eligible to participate in QIPP for Eligibility Period One if it meets the following requirements:
 - (A)The NF is a non-state government-owned NF. (i) The NF must be a non-state government-owned NF with a Medicaid contract effective date of April 1, 2017, or earlier. A NF undergoing a CHOW from privately owned to non-state government owned will only be eligible under this subparagraph if DADS received a completed CHOW application by March 2, 2017, and all required documents pertaining to the CHOW (i.e., DADS must have a complete application for a change of ownership license as described under 40 TAC § 19.201 (relating to Criteria for Licensing), § 19.210 (relating to Change of Ownership License), and § 19.2308 (relating to Change of Ownership)) by March 31, 2017. (ii) The non-state governmental entity that owns the NF must certify the following facts on a form prescribed by HHSC.
 - (I)that it is a non-state government-owned NF where a non-state governmental entity holds the license and is party to the facility's Medicaid contract; and
 - (II) that all funds transferred to HHSC via an intergovernmental transfer (IGT) for use as the state share of payments are public funds. (iii) The NF must have been a participant in the Minimum Payment Amounts Program (MPAP) or must be located in the same RHP as, or within 150 miles of, the non-state governmental entity taking ownership of the facility. This geographic proximity criterion does not apply to NFs that can establish good cause for an exception to this criterion.
 - **(B)**Private NFs. The NF must have a percentage of Medicaid NF days of service that is greater than or equal to the private NF QIPP eligibility cut-off point. The private NF QIPP eligibility cut-off point will be equal to the mean percentage of historical Medicaid NF days of service provided under fee-for-service (FFS) and MC by all private NFs plus one standard deviation, as determined by HHSC. For each private NF, the percentage of Medicaid NF days is calculated by summing the NF's Medicaid NF FFS and MC days of service and dividing that sum by the facility's total days of service in all licensed beds. Medicaid hospice days of service are included in the denominator but excluded from the numerator.
 - (2) Future eligibility periods. Eligibility requirements for eligibility periods after Eligibility Period One are the same as the requirements under paragraph (1) of this subsection except that the deadlines specified in paragraph (1)(A)(i) of this subsection will be updated by HHSC. Updated deadlines will be shared with all NFs by a date to be determined by HHSC.
- (d)Data sources for historical units of service. Historical units of service are used to determine the private NF QIPP eligibility cut-off point, individual private NF QIPP eligibility status, and the distribution of QIPP funds across eligible and enrolled NFs.
 - (1) All data sources referred to in this subsection are subject to validation using HHSC auditing processes or procedures as described under § 355.106 of this title (relating to Basic Objectives and Criteria for Audit and Desk Review of Cost Reports).
 - (2) The data source for the determination of the private NF QIPP eligibility cut-off point is the most recently available, audited Texas Medicaid NF cost report database.
 - (3) Data sources for the determination of each private NF's QIPP eligibility status are listed in priority order below. For each eligibility period, the data source must align with the NF's fiscal year that ends no more recently than in the calendar year four years prior to the calendar year within which the eligibility period ends. For example, for the eligibility period ending on August 31, 2018, the data source must

align with the NF's 2014 fiscal year or an earlier fiscal year and for the eligibility period ending on August 31, 2019, the data source must align with the NF's 2015 fiscal year or an earlier fiscal year.

- (A) The most recently available Medicaid NF cost report for the private NF. If no Medicaid NF cost report is available, the data source in subparagraph (B) of this paragraph must be used.
- **(B)**The most recently available Medicaid Direct Care Staff Rate Staffing and Compensation Report for the private NF. If no Medicaid Direct Care Staff Rate Staffing and Compensation Report is available, the data source in subparagraph (C) of this paragraph must be used.
- **(C)**The most recently available Medicaid NF cost report for a prior owner of the private NF. If no Medicaid NF cost report for a prior owner of the private NF is available, the data source in subparagraph (D) of this paragraph must be used.
- **(D)**The most recently available Medicaid Direct Care Staff Rate Staffing and Compensation Report for a prior owner of the private NF. If no Medicaid Direct Care Staff Rate Staffing and Compensation Report for a prior owner of the private NF is available, the private NF is not eligible for participation in QIPP.
- (4)Data sources for determination of distribution of QIPP funds across eligible and enrolled NFs. For each eligibility period, the data source must align with the NF's fiscal year that ends no more recently than in the calendar year four years prior to the calendar year within which the eligibility period ends. For example, for the eligibility period ending on August 31, 2018, the data source must align with the NF's 2014 fiscal year or an earlier fiscal year and for the eligibility period ending on August 31, 2019, the data source must align with the NF's 2015 fiscal year or an earlier fiscal year.
 - (A) The most recently available Medicaid NF cost report for the NF. If the cost report covers less than a full year, reported values are annualized to represent a full year. If no audited Medicaid NF cost report is available, the data source in subparagraph (B) of this paragraph must be used.
 - **(B)**The most recently available Medicaid Direct Care Staff Rate Staffing and Compensation Report for the NF. If the Staffing and Compensation Report covers less than a full year, reported values are annualized to represent a full year. If no Staffing and Compensation Report is available, the data source in subparagraph (C) of this paragraph is must be used.
 - **(C)**The most recently available Medicaid NF cost report for a prior owner of the NF. If the cost report covers less than a full year, reported values are annualized to represent a full year. If no Medicaid NF cost report for a prior owner of the NF is available, the data source in subparagraph (D) of this paragraph must be used.
 - **(D)**The most recently available Medicaid Direct Care Staff Rate Staffing and Compensation Report for a prior owner of the NF. If the Staffing and Compensation Report covers less than a full year, reported values are annualized to represent a full year.
- **(e)**Participation requirements. As a condition of participation, all NFs participating in QIPP must allow for the following:
 - (1)HHSC must be able to access data for the NF from one of the data sources listed in subsection (d) of this section.
 - **(2)**The NF must submit a properly completed enrollment application by the due date determined by HHSC.
 - (3) The entity that owns the NF must certify, on a form prescribed by HHSC, that no part of any payment made under the QIPP will be used to pay a contingent fee, consulting fee, or legal fee associated with the NF's receipt of QIPP funds and the certification must be received by HHSC with the enrollment application described in paragraph (2) of this subsection.
 - (4) The entity that owns the NF must submit to HHSC, upon demand, copies of contracts it has with third parties that reference the administration of, or payments from, QIPP.

- **(f)**Non-federal share of QIPP payments. The non-federal share of all QIPP payments is funded through IGTs from sponsoring non-state governmental entities. No state general revenue is available to support QIPP.
 - (1)HHSC will share suggested IGT responsibilities for the eligibility period with all QIPP eligible and enrolled non-state government-owned NFs on or around May 15 of the calendar year that also contains the first month of the eligibility period. Suggested IGT responsibilities will be based on the maximum dollars to be available under the QIPP program for the eligibility period as determined by HHSC, plus ten percent; forecast STAR+PLUS NF member months for the eligibility period as determined by HHSC; and the distribution of historical Medicaid days of service across non-state government-owned NFs enrolled in QIPP for the eligibility period. HHSC will also share estimated maximum revenues each eligible and enrolled NF could earn under QIPP for the eligibility period with those estimates based on HHSC's suggested IGT responsibilities and an assumption that all enrolled NFs will meet 100 percent of their quality metrics. The purpose of sharing this information is to provide non-state government-owned NFs with information they can use to determine the amount of IGT they wish to transfer.
 - (2) Sponsoring governmental entities will determine the amount of IGT they wish to transfer to HHSC for the entire eligibility period and will transfer one-half of that amount by May 31 of the calendar year that also contains the first month of the eligibility period. The second half of the IGT amount will be transferred by November 30 of the calendar year that also contains the first month of the eligibility period.
 - (3) Reconciliation. HHSC will reconcile the amount of the non-federal funds actually expended under this section during each eligibility period with the amount of funds transferred to HHSC by the sponsoring governmental entities for that same period using the methodology described in § 353.1301(g) of this subchapter.
- **(g)**QIPP capitation rate components. QIPP funds will be paid to MCOs through three new components of the STAR+PLUS NF MC per member per month (PMPM) capitation rates. The MCOs' distribution of QIPP funds to the enrolled NFs will be based on each NF's performance on a set of defined quality metrics.
 - (1)Component One.
 - **(A)**The total value of Component One will be equal to 110 percent of the non-federal share of the QIPP program.
 - **(B)**Interim allocation of funds across qualifying non-state government-owned NFs will be proportional, based upon historical Medicaid days of NF service.
 - **(C)**Monthly payments to non-state government-owned NFs will be triggered by the NF's submission to the MCOs of a monthly QAPI Validation Report.
 - (D)Private NFs are not eligible for payments from Component One.
 - **(E)**The interim allocation of funds across qualifying non-state government-owned NFs will be reconciled to the actual distribution of Medicaid NF days of service across these NFs during the eligibility period as captured by HHSC's Medicaid contractors for fee-for-service and managed care 180 days after the last day of the eligibility period. This reconciliation will only be performed if the weighted average (weighted by Medicaid NF days of service during the eligibility period) of the absolute values of percentage changes between each NFs proportion of historical Medicaid days of NF service and actual Medicaid days of NF service is greater than 20 percent.
 - (2)Component Two.
 - (A)The total value of Component Two will be equal to 35 percent of remaining QIPP funds after accounting for the funding of Component One.
 - **(B)**Allocation of funds across qualifying non-state government-owned and private NFs will be proportional, based upon historical Medicaid days of NF service.

(C)Quarterly payments to NFs will be triggered by achievement of performance requirements as described in subsection (h) of this section.

(3)Component Three.

- (A) The total value of Component Three will be equal to 65 percent of remaining QIPP funds after accounting for the funding of Component One.
- **(B)**Allocation of funds across qualifying non-state government-owned and private NFs will be proportional, based upon historical Medicaid days of NF service.
- **(C)**Quarterly payments to NFs will be triggered by achievement of performance requirements as described in subsection (h) of this section. Payments made to NFs meeting the standards of Component Three will include both the 35 percent allocated for Component Two and the remaining 65 percent allocated for Component Three.
- (4) Funds that would lapse due to failure of one or more NFs to meet QAPI reporting requirements or quality metrics will be distributed across all QIPP NFs based on each NF's proportion of total earned QIPP funds from Components One, Two, and Three combined.

(h)Distribution of QIPP payments.

- (1)Prior to the beginning of the eligibility period, HHSC will calculate the portion of each PMPM associated with each QIPP-enrolled NF broken down by QIPP capitation rate component, quality metric, and payment period. For example, for NF A, HHSC will calculate the portion of each PMPM associated with that NF that would be paid from the MCO to the NF as follows:
 - (A)Monthly payments from Component One as QAPI reporting requirements are met will be equal to the total value of Component One for the NF divided by twelve.
 - **(B)**Quarterly payments from Component Two associated with each quality metric will be equal to the total value of Component Two associated with the quality metric divided by four.
 - **(C)**Quarterly payments from Component Three associated with each quality metric will be equal to the total value of Component Three associated with the quality metric divided by four.
 - **(D)**For purposes of the calculations described in subparagraphs (B) and (C) of this paragraph, each metric will be allocated an equal portion of the total dollars included in the component.
 - **(E)**In situations where a NF does not have enough data for a metric to be calculated, the funding associated with that metric will be evenly distributed across all remaining metrics.
- (2)MCOs will distribute payments to enrolled NFs as they meet their reporting and quality metric requirements. Payments will be equal to the portion of the QIPP PMPM associated with the achievement for the time period in question multiplied by the number of member months for which the MCO received the QIPP PMPM.

(i)Performance requirements.

(1)Quality metrics.

- **(A)**There will be a minimum of three quality metrics for an eligibility period. For eligibility period one, there are the following four quality metrics: (i) high-risk long-stay residents with pressure ulcers; (ii) percent of residents who received an antipsychotic medication (long-stay); (iii) residents experiencing one or more falls with major injury; and (iv) residents who were physically restrained.
- **(B)**Quality metrics may change from eligibility period to eligibility period but will always be limited to those under the CMS Five-Star Quality Rating System. Information regarding specific quality metrics for an eligibility period will be provided annually through the QIPP webpage on the HHSC website on or before February 1 of the calendar year that also contains the first month of the eligibility period.

- **(C)**Quality metric baselines will be based on each individual NF's average performance on the metric as reported by CMS for the federal quarter that ends prior to the first day of the eligibility period and the three prior federal quarters, or as determined by HHSC.
- **(D)**Quality metric benchmarks will be based on the national average for the metric as reported by CMS for the federal quarter that ends prior to the first day of the eligibility period, or as determined by HHSC.
- **(2)**Achievement requirements. In order to receive payments from Components Two and Three for a quality metric, a NF must show improvement over the baseline or exceed the benchmark for the metric.
 - **(A)**To qualify for a payment from Component Two, a NF must meet at least the initial quarterly goal of 1.7 percent improvement from the baseline, with subsequent quarterly goals increasing to a maximum of seven percent by the end of the eligibility period. For example, to qualify for a payment from Component Two for a quality metric for the second quarter of the eligibility period, the NF must meet at least the second quarter goal of 3.4 percent improvement from the baseline.
 - **(B)**To qualify for a payment from Component Three, a NF must meet at least the initial quarterly goal of 5.0 percent improvement from the baseline with subsequent quarterly goals increasing to a maximum of 20 percent by the end of the eligibility period. For example, to qualify for a payment from Component Three for a quality metric for the second quarter of the eligibility period, the NF must meet at least the second quarter goal of 10.0 percent improvement from the baseline. A NF that qualifies for a payment from Component Three for a metric automatically qualifies for a payment from Component Two for the same metric.
 - **(C)**A NF that exceeds the benchmark for a metric qualifies for a payment from both Component Two and Component Three for that metric. A NF that exceeds the benchmark may decline in performance and still qualify for a payment from both Component Two and Component Three as long as the NF continues to exceed the benchmark for the metric.

(j)Changes of ownership.

- (1) If an enrolled NF changes ownership during the eligibility period to private ownership, the NF under the new ownership must meet the private NF eligibility requirements described in this section in order to continue QIPP participation during the eligibility period.
- (2)If a non-state government-owned NF changes ownership during the eligibility period to another non-state governmental entity, the NF under the new ownership must meet the non-state government-owned eligibility requirements described in this section in order to continue QIPP participation during the eligibility period.
- **(k)**Recoupment. Payments under this section may be subject to recoupment as described in § 353.1301(k) of this subchapter.

History

SOURCE:

The provisions of this § 353.1303 adopted to be effective April 9, 2017, <u>42 TexReg 1741</u>; amended to be effective December 30, 2018, <u>43 TexReg 8079</u>

TEXAS ADMINISTRATIVE CODE

1 TAC § 353.1304

This document reflects all regulations in effect as of April 30, 2019

Texas Administrative Code > TITLE 1. ADMINISTRATION > PART 15. TEXAS HEALTH AND HUMAN SERVICES COMMISSION > CHAPTER 353. MEDICAID MANAGED CARE > SUBCHAPTER O. DELIVERY SYSTEM AND PROVIDER PAYMENT INITIATIVES

§ 353.1304. Quality Metrics for the Quality Incentive Payment Program for Nursing Facilities on or after September 1, 2019

- (a)Introduction. This section establishes the quality metrics that may be used in the Quality Incentive Payment Program (QIPP) for nursing facilities (NFs) on or after September 1, 2019.
- **(b)**Definitions. The following definitions apply when the terms are used in this section. Terms that are used in this and other sections of this subchapter may be defined in § 353.1301 (relating to General Provisions) or § 353.1302 (relating to Quality Incentive Payment Program for Nursing Facilities on or after September 1, 2019) of this subchapter.
 - (1)Baseline--A NF-specific initial standard used as a comparison against NF performance in each metric throughout the eligibility period to determine progress in the QIPP quality metrics. For example, for MDS-based measures, the facility's baselines will be set at the most recently available four-quarter average for each metric.
 - **(2)**Benchmark--A metric-specific initial standard set prior to the start of the eligibility period and used as a comparison against a NF's progress throughout the eligibility period. For example, for MDS-based measures, the benchmarks will be set at the most recently published CMS National Average for each metric.
- **(c)**Quality metrics. For each eligibility period, HHSC will designate one or more of the following quality metrics for each QIPP capitation rate component.
 - (1)Quality assurance and performance improvement (QAPI) meetings. Monthly meetings in which the NF reviews its CMS-compliant plan for maintaining and improving safety and quality in the NF. QAPI meetings must contribute to a NF's ongoing development of improvement initiatives regarding clinical care, quality of life, and consumer choice. For the eligibility period beginning September 1, 2019, QAPI meetings have been designated as the quality metric for Component 1.
 - (2)MDS-based measures. Measures listed in CMS' Five-Star Quality Rating System and based on Minimum Data Set (MDS) assessment data. Within the Five-Star Quality Rating System, HHSC can select any MDS-based measure as long as there are viable data sources available for timely calculations related to the measure. For the eligibility period beginning September 1, 2019, the following five MDS-based measures may be used in Components Three and Four:
 - (A)high-risk long-stay residents with pressure ulcers;
 - (B)percent of residents who received an antipsychotic medication (long-stay);
 - (C)percent of residents with decreased independent mobility;
 - (D)percent of residents with urinary tract infections; and
 - **(E)**percent of residents appropriately given the pneumonia vaccine.

- (3) Recruitment and retention program. A program that includes a plan developed by the NF to improve recruitment and retention of staff and monitor outcomes related thereto. For the eligibility period beginning September 1, 2019, the recruitment and retention plan will be used in Component Two.
- (4)RN staffing metrics. Registered nurse (RN) hours beyond and non-concurrent with the CMS-mandated eight hours of RN on-site coverage each day. On-site hours must be met by an RN, Advanced Practice Registered Nurse (APRN), Nurse Practitioner (NP), Physician Assistant (PA), or physician (Medical Doctor (MD) or Doctor of Osteopathic Medicine (DO)). Telehealth services can be used to meet some or all of the RN staffing metrics when a NF has telehealth policies and procedures developed in accordance with subsection (g) of this section. For the eligibility period beginning September 1, 2019, the following two RN staffing metrics will be used in Component Two:
 - (A) four hours of additional RN coverage per day; and
 - **(B)**eight hours of additional RN coverage per day. A NF that meets the eight hours of additional RN coverage per day will automatically qualify for the metric described in subparagraph (A) of this paragraph.
- (5)Infection control program. A program that improves antibiotic stewardship and measures outcomes through the use of infection control and data elements. For the eligibility period beginning September 1, 2019, the infection control program will be used in Component Four, and the program will consist of the following infection control and data elements:
 - (A)whether a facility: (i) has identified leadership individuals for antibiotic stewardship; (ii) has created written policies on antibiotic prescribing; (iii) has an antibiotic use report generated by a pharmacy within last 6 months; (iv) audits (monitors and documents) adherence to hand hygiene (HH); (v) audits (monitors and documents) adherence to personal protective equipment (PPE) use; (vi) has an infection control coordinator who has received infection control training; (vii) has infection prevention policies that are evidence-based and reviewed at least annually; (viii) has a current list of reportable diseases; (ix) knows points of contact at local or state health departments for assistance;
 - **(B)**the number of: (i) vaccines administered to residents and employees; (ii) residents with facility acquired Clostridium difficile diagnosis; (iii) residents on antibiotic medications; (iv) residents with multi-drug resistant organisms; and
 - **(C)**select infection rates.
- **(6)**Other metrics related to improving the quality of care for Texas Medicaid NF residents. HHSC may develop additional metrics for inclusion in QIPP if there is a specific systemic data-supported quality concern impacting Texas Medicaid NF residents. Any metric developed for inclusion in QIPP will be evidence-based and will be presented to the public for comment in accordance with subsection (e) of this section.
- (d)Performance requirements. For each eligibility period, HHSC will specify the performance requirement that will be associated with the designated quality metric. Achievement of performance requirements will trigger payments for the QIPP capitation rate components as described in § 353.1302 of this subchapter. For some quality metrics, achievement is tested merely on a met versus unmet basis. Other metrics require a certain level of improvement, such as reaching a quarterly percentage goal. The following performance requirements are associated with the quality metrics described in subsection (c) of this section.
 - (1)QAPI meetings. Each month, a NF must attest on a form designated by HHSC that it convened a QAPI meeting. The NF must submit the form to HHSC by the first business day following the end of the month. Each quarter, HHSC will validate a random sample of the attestation forms. The NF that submitted the attestation form must provide the supporting documentation stated in the attestation form
 - **(2)**MDS-based measures. A NF must show a five percent relative improvement on a quarterly basis over the baseline or exceed the benchmark for the selected measure.

- (A)Baseline improvement is measured against quarterly targets determined by HHSC prior to the eligibility period.
- **(B)**A NF that exceeds the benchmark for a measure qualifies for the payment from any related component. A NF that exceeds the benchmark may decline in performance and still qualify for a payment from the related component as long as the NF continues to exceed the benchmark for the measure.
- (3)Recruitment and retention program. During the first month of the eligibility period, a NF must submit its recruitment and retention plan to HHSC. If substantive changes are made to the recruitment and retention plan, an update of the plan must be submitted to HHSC during the month in which the changes take effect.
 - (A) Failure to submit the recruitment and retention plan in the first month of the eligibility period will result in not meeting the metric for that month for the related component.
 - **(B)**Each subsequent month, a NF will submit to HHSC documentation produced during the development of self-direct staffing goals and in the monitoring of staffing outcomes, in accordance with the NF's recruitment and retention plan.
 - **(C)**Each quarter, HHSC will validate a random sample of recruitment and retention plans and outcome monitoring documentation. The NF that submitted the plan must provide supporting documentation, including policies and outcomes.
- **(4)**RN staffing metrics. A NF meets the RN staffing metrics by showing that the facility was staffed at the required number of hours for at least 90 percent of the days in the reporting period.
- (5)Infection control program. Each quarter, a NF must report:
 - (A)the presence of a number of infection control elements to exceed a quarterly benchmark. For the eligibility period beginning September 1, 2019, the NF must report the presence of seven of the nine elements in subsection (c)(5)(A) of this section to meet the metric; and
 - **(B)** all required data elements regarding infection control tracking in subsection (c)(5)(B) and (C) of this section.
- **(6)**Other metrics related to improving the quality of care for Texas Medicaid NF residents. If HHSC develops additional metrics for inclusion in QIPP, the associated performance requirements will be presented to the public for comment in accordance with subsection (e) of this section.

(e)Notice and hearing.

- (1)HHSC will publish notice of the proposed metrics and their associated performance requirements no later than December 31 of the calendar year that precedes the first month of the eligibility period. The notice must be published either by publication on HHSC's Internet web site or in the Texas Register. The notice required under this section will include the following:
 - (A)instructions for interested parties to submit written comments to the HHSC regarding the proposed metrics and performance requirements; and
 - (B)the date, time, and location of a public hearing.
- (2) Written comments will be accepted within 15 business days of publication. There will also be a public hearing within that 15-day period to allow interested persons to present comments on the proposed metrics and performance requirements.
- **(f)**Final quality metrics and performance requirements will be provided through the QIPP webpage on HHSC's website on or before February 1 of the calendar year that also contains the first month of the eligibility period.
- **(g)**Telehealth. In order for a NF to use telehealth services to meet some or all of the RN staffing metric, the following requirements must be met:

- (1) the telehealth services must be both audio and visual in nature;
- (2)the telehealth services must be provided by an RN, APRN, NP, PA, or physician (MD or DO); and
- **(3)**The NF must have policies and procedures for such services. The NF's policy must include the following:
 - (A)how the NF arranges telehealth services;
 - **(B)**how the NF trains staff regarding the availability of services, implementation of services, and expectations for the use of these services; and
 - **(C)**how the NF documents telehealth services including initiation of services, the services provided, and the outcome of services.

History

SOURCE:

The provisions of this § 353.1304 adopted to be effective December 30, 2018, 43 TexReg 8079

TEXAS ADMINISTRATIVE CODE

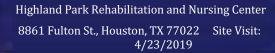
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Winnie-Stowell Hosptial District						
Executive Summary o	of Nursing Hon	ne Monthly Site Visits				
April 2019						
Facility	Operator	Comments				
Highland Park Care Center	Caring	Census: 73. The facility had their annual survey in January 2019, they received six tags. Their POC was accepted by the state. There were no reportable incidents since the last visit. All of the resident's rooms that were inspected were well organized and smelled fresh. The facility does have an opening for a treatment nurse but are otherwise well staffed.				
Spring Branch Transitional Care Center	Caring	Census: NA. The facility was having their annual survey during the visit, a full report will be provided after the next visit. There were no reportable incidents since the last visit. The facility is in the process of adding a psychiatric day program, this would serve the residents as well as offering out-patient services to the community.				
Park Manor of Cyfair	HMG	Census: 102. Facility had their annual survey in March 2019, they received five tags. They are working on completing their POC to send to the state. There were five reportable incidents since the last visit, the facility was not cited for any. The facility was clean and presented well but needs some touch-ups in several areas.				
Park Manor of Cypress Station	HMG	Census: 85. The facility had their annual survey in October 2018 and are in compliance with the state. There was a complaint survey in April 2019, the facility does not know the result yet. There were five reportable incidents since the last visit, the facility was not cited for any. The facility offers therapy services seven days a week for its residents.				
Park Manor of Humble	HMG	Census: 85. The facility had their annual survey in August 2018, their POC was accepted by the state. There were no reportable incidents since the last visit. The facility provides a wide array of activities to its residents. They have activities seven days a week including evenings. They currently offer memory training, tai chi, and meditation among other things.				
Park Manor of Westchase	HMG	Census: 106. The facility had their annual survey in February 2019, they received seven tags. There were four reportable incidents since the last visit, all have been cleared following review. The maintenance department at the facility is working to paint all of the resident's rooms, this is a needed improvement. This facility is well run and it translates into all of the departments of the facility.				



March 2019		
Facility	Operator	Comments
Park Manor of Conroe	HMG	Census: 118. The facility had their annual survey in July 2018, their POC was accepted by the state. There were no reportable incidents since the last visit. The maintenance and housekeeping at the facility have done a great job keeping both the inside and outside of the facility looking great. The facility has started preparing for their annual survey, they had a mock survey that went well.
Clairmont Beaumont	Genesis	Census: 110. The facility had their annual survey in June 2018, their POC was accepted by the state. There were four reportable incidents since the last visit, they were all unsubstantiated following review. The therapy gym was clean and organized and therapists were working with residents. The facility is doing a Mardi Gras themed party for its residents.
The Woodlands Healthcare Center	Genesis	Census: 159. The facility was having their survey during the visit, they do not have the results yet but are expecting roughly six tags, more information will be provided on the next visit. There were no reportable incidents since the last visit. Due to the surveyors being in the facility and the facility having both an interim Administrator and interim DON a tour was not conducted.





CONTACT

Jherick Gutierrez- Administrator Sharon Cathey, RN - DON

FACILITY

Highland Park is a 120-bed facility with a current overall star rating of 3 and a Quality Measures star rating of 5. Please note that any change in star rating may have to do with the method in which CMS now gathers data. Changes were affected for most buildings on 4/23/19. The census on the date of this visit was 73, breakdown by payer not provided.

Jherick Gutierrez was available on the day of the visit and was kind enough to provide a tour. Highland Park continues to gain momentum with census in their new location. The external grounds looked neat and well maintained. The parking lot was in good condition and was neat.

The dining room was clean and nicely decorated. Current menus were posted. In the kitchen, most surfaces were clean. Appliances and floors looked clean. There were undated food items and staff's personal beverages stored in the reach-in refrigerator. The pantry was clean. Corn flakes needed to be stored in an air-tight container and dated. There were several dented cans that needed to be removed.

The walk-in refrigerator was clean. One pan of potatoes had been stored with torn foil leaving them partially uncovered. The freezer and dish room were clean and orderly. Temperature logs were up to date.

Facility postings were present and current, including the day's staffing. The survey history binder was not current.

Resident rooms were neat and uncluttered. There were no odors detected. On 500 hall, there was an unlocked medication cart, but no other safety hazards were detected. Residents appeared to be well-groomed and content.

Information regarding the final quality metrics for QIPP FY2020 for nursing facilities was provided to the administrator.



SURVEY

The facility had their annual survey on January 19, 2019. They received 6 health tags. They had no complaint surveys during the reporting period.

REPORTABLE INCIDENTS

This information was not presented.

CLINICAL TRENDING

Incidents/Falls:

Information was not provided.

Infection Control:

Information was not provided.

Weight loss:

Information was not provided.

Pressure Ulcers:

Information was not provided.

Restraints:

The facility does not utilize restraints.

Staffing:

The facility has an opening for a treatment nurse.



Quality Indicators from CASPER Report per CMS Website 4/23/19							
Indicator	Facility	State	National	Comments			
Self-Reported Mod/Sev Pain (S)	25.9%	10.3%	12.6%				
New/Worsened Pressure Ulcers (S)	3.8%	.9%	.9%				
New Psychoactive Med Use (S)	4.5%	2.4%	1.9%				
Fall w/Major Injury (L)	1.1%	3.4%	3.4%				
UTI (L)	0%	2.5%	2.9%				
Self-Reported Mod/Sev Pain (L)	5.5%	4.8%	5.8%				
High risk with pressure ulcers (L)	.8%	5.7%	5.5%				
Loss of Bowel/Bladder Control(L)	38.4%	50.2%	48.4%				
Catheter(L)	3.3%	1.7%	1.8%				
Physical restraint(L)	0%	.1%	.3%				
Increased ADL Assistance(L)	15%	18.6%	14.9%				
Excessive Weight Loss(L)	5.6%	5.9%	7.0%				
Depressive symptoms(L)	4.7%	3.2%	4.6%				
Antipsychotic medication (L)	18.8%	13.5%	14.8%				



QIPP Component 1 Quality Metric for QTR-Dec 2018/Jan/Feb 2019							
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented			
QAPI Validation Report				Information was not made available.			

QIPP Component 2 (Mode	PI Implemented				
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	%	%	%		Information was not made available.
High Risk W/Pressure Ulcers	%	%	%		
Physical restraints	%	%	%		
Antipsychotic medication	%	%	%		



QIPP Component 3	PI Implemented				
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	%	%	%		Information was not made available.
High Risk W/Pressure Ulcers	%	%	%		
Physical restraints	%	%	%		
Antipsychotic medication	%	%	%		





CONTACT

Administrator- open Kenee Gibson, RN- DON

FACILITY

Spring Branch Transitional Care Center is managed by Caring Healthcare. They are licensed for 198 beds and are comprised of 4 floors. The physical plant had at one time been a hospital. The CMS overall star rating for the facility is 2 with a 4-star rating in Quality Measures. The facility specializes in Behavioral/psychiatric but also has a wing for Korean residents. Currently, the facility is transitioning to a new administrator. The tour was provided by Gilbert Alvarado, Human Resources Director.

Census numbers were not provided during the visit. The facility was in survey. Glen Yarborough was on hand from the corporate office to coordinate the survey.

The entry was clean and organized. The smoking area was neat and had the required ash and trash receptacles. Smoking is supervised for all residents.

A large space on the 1st floor was in the process of development for a psychiatric day program. The services will be available for community residents as well as offering out-patient services to the community. There is also a plan to have a pharmacy on-site.

The library, movie room, and independent dining room were toured. There were no safety concerns and the areas appeared neat and clean. Also shown was the game room which contained a pool table, foosball table, ping pong and several seating areas. It was a new addition since the last visit.

2 East was toured. Rooms were neat and clean with no odors. Residents appeared well-groomed and content. 2-west wing had fresh paint in the corridor that looked very clean. The floors looked clean and shiny. Resident rooms were neat with no odors.

Activity calendars were posted on each wing. The facility provides group activities 7 days per week. Evening activities are not offered at this time.

SURVEY

The facility was in survey at the time of the facility visit.





REPORTABLE INCIDENTS

This information was not shared.

CLINICAL TRENDING

Infection Control:

Not available.

Weight loss:

Not available.

Pressure Ulcers:

Not available.

Restraints:

Not available.

Staffing:

The facility is currently recruiting for weekend and PRN nurses.

Quality Indicators from CMS website- 4/29/19							
Indicator	Facility	State	National	Comments			
Self-Reported Mod/Sev Pain (S)	2.1%	9.9%	12.3%				
New/Worsened Pressure Ulcers (S)	0%		1.6%				
New Psychoactive Med Use (S)	8.6%	2.3%	1.8%	Facility admits psych/behavioral on larger scale than average			



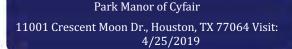
Fall w/Major Injury (L)	2.2%	3.4%	3.4%	
UTI (L)	0.3%	2.4%	2.8%	
Self-Reported Mod/Sev Pain (L)	0.2%	5.5%	6.9%	
High risk with pressure ulcers (L)	3.7%	7.7%	7.4%	
Loss of Bowel/Bladder Control(L)	59.3%	50.5%	48.4%	
Catheter(L)	1.4%	2.0%	2.2%	
Physical restraint(L)	0.0%	0.1%	0.3%	
Increased ADL Assistance(L)	21.2%	18.3%	14.8%	
Excessive Weight Loss(L)	1.8%	4.6%	5.6%	
Depressive symptoms(L)	2.0%	2.9%	4.6%	
Antipsychotic medication (L)	35.5%	13.0%	14.6%	Facility admits psych/behavioral on larger scale than average

Indicator QAPI Mtg Date Submitted QAPI Walidation Report QAPI Validation Report QAPI Validation Report QAPI Walidation Report QAPI Walidation Report QAPI Walidation Report April Validation R



QIPP Component 2 (Mode	PI Implemented				
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury					Information not provided.
High Risk W/Pressure Ulcers					
Physical restraints					
Antipsychotic medication					

QIPP Component 3 (High	PI Implemented				
Indicator	Benchmark	Baseline	Results	Met	
		Target		Y/N	
Falls W/Major Injury					Information not provided.
High Risk W/Pressure Ulcers					
Physical restraints					
Antipsychotic medication					





CONTACT

John Pinegar – Administrator Dee Linden, RN - DON

FACILITY

Park Manor Cyfair is a 120-bed facility with a current overall star rating of 4 and Quality Measures star rating of 4. Please note that any change in star rating may have to do with the method in which CMS now gathers data. Changes were affected for most buildings on 4/23/19. The census on the date of this visit was 102: Private Pay- 12, HMO- 11, Medicare- 9, Medicaid- 66, and Hospice- 4.

The Administrator and DON were present at the site visit and provided clinical information. The maintenance director, Frank Cabrera, provided a tour of facility. The outdoor areas in front of the building were nicely landscaped and very neat. The front entry was attractive and neat. There was a slight urine odor, but the lobby was neat and well-decorated. All required postings were up to date. The nurses' station was neat and uncluttered. Staff were dressed professionally and were friendly.

The oxygen storage room was neat with no storage issues. The biohazard storage was neat and clean. Several boxes were overfilled but Frank made a note of it.

On 200 Hall, the corridor was neat and uncluttered. There was a housekeeping cart unlocked with personal items belonging to the staff member in the cart. The rooms were neat; however, there was a slight urine odor in several areas. The vents in the bathrooms needed to be cleaned.

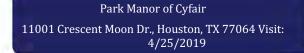
The dining room was neat and clean, but the floors were very dull. The room had been freshly painted and looked very nice. Meal times and menus were posted properly.

Equipment was being power washed outside by the smoking area for staff. The smoking area was neat with the required cigarette butt receptacles in place.

The laundry room was neat and organized. Lint traps had not been cleaned. The laundry aide was signing off ahead of time on the cleaning schedule which was called to Frank's attention. The were holes around closed off pipes where a sink had been removed that needed to be caulked.

The activity calendar was full of events 7 days per week and including evening activities as well.

On 300 Hall, rooms were neat and clean with no odors. A resident on enteral feedings was resting in his room. His call light was not in reach. A medication cart parked at the entry to his room was left unlocked and unattended.





The therapy gym was neat and uncluttered. The therapists were busy treating residents at the time of the visit.

SURVEY

The facility had their annual survey on 3/29/19. They received no health deficiencies and 5 life safety code deficiencies. Complaints and several reported incidents were also reviewed during the annual survey.

REPORTABLE INCIDENTS

The facility reported two incidents in December 2018, two incidents in January 2019, and one incident in February 2019.

CLINICAL TRENDING

Incidents/Falls:

During Dec 2018/Jan/Feb 2019, the facility had 40 falls without injury, 10 falls with injury, 3 skin tears, 2 fractures, 3 bruises, 2 lacerations, and no others reported.

Infection Control:

During Dec 2018/Jan/Feb 2019, the facility had a total of 47 infections: 20 UTI's, 19 URI's, 2 GI tract infections, 1 genital infection, and 5s others.

Weight loss:

The facility had 10 residents with weight loss During Dec 2018/Jan/Feb 2019: 5 with 5-10% weight loss in 30 days and 1 with >10% weight loss in 6 months.

Pressure Ulcers:

There were 10 residents with pressure ulcers- 18 sites. Three of these were acquired in-house.

Restraints:

No restraints in facility during Dec 2018/Jan/Feb 2019.



Staffing:

Currently the facility has openings for one 6am-2pm C.N.A. and two 2pm-10pm C.N.A.s.

Quality Indica	ators from CA	SPER Rep	ort-Dec 2018	8/Jan/Feb 2019
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	6.3%	9.7%	12.2%	
New/Worsened Pressure Ulcers (S)	1.7%	5.1%	6.7%	
New Psychoactive Med Use (S)	0%	2.2%	2.0%	
Fall w/Major Injury (L)	2.2%	3.5%	3.5%	
UTI (L)	1.1%	2.8%	4.8%	
Self-Reported Mod/Sev Pain (L)	1.7%	5.1%	6.7%	
High risk with pressure ulcers (L)	5.3%	6.2%	6.1%	
Loss of Bowel/Bladder Control(L)	83.3%	50.8%	48.4%	
Catheter(L)	2.2%	2.5%	2.6%	
Physical restraint(L)	0%	.1%	.3%	
Increased ADL Assistance(L)	7.5%	18.3%	15.2%	
Excessive Weight Loss(L)	3.7%	4.4%	5.9%	
Depressive symptoms(L)	2.4%	2.8%	4.8%	
Antipsychotic medication (L)	8.1%	12.6%	14.6%	



QIPP Compone	ent 1 Quality Metri	ic for QTR- Dec	2018	/Jan/Feb 2019
Indicator	QAPI Mtg Date	Date Report Submitted	Met	PI Implemented
			Y/N	
QAPI Validation Report	12/19/18	Same day	Υ	NA
	1/16/19			
	2/20/19			

QIPP Component 2 (Mode	st) Quality Me 2019	trics for QT	R – Dec 201	18/Jan/Feb	PI Implemented
Indicator	Benchmark	Baseline	Results	Met	
		Target		Y/N	
Falls W/Major Injury	3.37%	.84%	2.15%	Υ	NA
High Risk W/Pressure Ulcers	5.57%	7.26%	5.33%	Υ	NA
Physical restraints	.37%	0%	0%	Υ	NA
Antipsychotic medication	15.24%	9.20%	8.14%	Υ	NA

QIPP Component 3	(High) Quality 018/Jan/Feb		· QTR – De	ec	PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met	
		rarget		Y/N	
Falls W/Major Injury	3.37%	.84%	2.15%	Υ	NA
High Risk W/Pressure Ulcers	5.57%	7.26%	5.33%	Υ	NA



Park Manor of Cyfair 11001 Crescent Moon Dr., Houston, TX 77064 Visit: 4/25/2019

Physical restraints	.37%	0%	0%	Υ	NA
Antipsychotic medication	15.24%	9.20%	8.14%	Υ	NA





CONTACT

Justin Joy – Administrator Toni Clark, RN- Director of Nursing

FACILITY

Park Manor Cypress Station is a 125-bed facility with a current star rating of 3 and a Quality Measures rating of 4. The census on the date of this visit was 85: Private Pay- 8, HMO- 8, Medicare-8, Medicaid- 49, and Hospice- 3. Breakdown given does not appear to be accurate.

The administrator, Justin, provided the tour and clinical information.

The entry into the facility was appealing. The parking lot was clean, the landscaping was lush and neat, and the entry into the building was clean and inviting. There was some trash in the parking lot. The lawn was being mowed at the time of the visit.

The lobby area is neat, odor-free and well-decorated. Furniture in the lobby is showing signs of wear. The nurses' station was neat and uncluttered. All postings were up and current; however, the survey binder needs to be updated. Staff encountered were professionally dressed and pleasant.

Residents observed were well-groomed and appeared content. The activity calendar displayed activities 7 days per week. No evening activities are offered at this time.

The 300 hall is utilized as a skilled corridor. Rooms were clean and nicely decorated. There were no odors detected. A housekeeping cart on the hall was not locked while unattended. The staff members personal items were stored within the cart. Justin addressed this immediately.

The activity room was neat and clean. Programming for residents includes room visits on a consistent basis for those who do not participate in group activities as well as outings to restaurants, museums and other places of interest.

In the dining room, menus and meal times needed to be displayed. The room was neat and clean.

The laundry room was clean and well-organized. Lint traps had been cleaned and there were no identified safety hazards.

The therapy gym was neat and uncluttered. The facility offers therapy services 7 days per week.





SURVEY

The facility's annual survey was on 10/19/18. They received 0 health deficiencies and 3 life safety code deficiencies. The facility had received 6 health deficiencies the year prior on 11/28/17. The facility had a complaint investigation on 4/18/19. Surveyors left but have not concluded their investigation. Their return was not disclosed.

REPORTABLE INCIDENTS

The facility reported 5 incidents to TDHHS during the reporting period. No deficiencies have been cited from the reports.

CLINICAL TRENDING

Incidents/Falls:

In Dec 2018/Jan/Feb 2019, the facility had 38 falls without injury, 1 fall with injury, 4 skin tears, 0 elopements, 0 fracture, 4 bruises, 2 lacerations, 0 behaviors and 4 others.

Infection Control:

In Dec 2018/Jan/Feb 2019, the facility reported 101 infections- 42 UTIs, 20 URIs, 5 GI tract infections, 1 genital infection, and 34 others.

Weight loss:

33 residents experienced weight loss during the review period- 16 residents with 5-10% weight loss in 30 days, and 4 residents with >10% weight loss in 6 months.

Pressure Ulcers:

In Dec 2018/Jan/Feb 2019, the facility had 24 residents with 48 pressure ulcer sites, of which 6 were in-house acquired.

Restraints:

No restraints were utilized during the reporting period.



Staffing:

Park Manor Cypress Station is currently in need of 1 RN for 6am-2pm shift, 1 LVN for 10pm-6am shift, 3 C.N.A.s for 6am-2pm shift, and 3 C.N.A.s for 2pm-10pm shift.

Quality Indicate	ors from CA	SPER Repo	ort- Dec 2018	/Jan/Feb 2019
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	0%	10.29%	12.56%	
New/Worsened Pressure Ulcers (S)	0%	.86%	.89%	
New Psychoactive Med Use (S)	0%	2.40%	1.88%	
Fall w/Major Injury (L)	0%	3.39%	3.38%	
UTI (L)	1.61%	2.50%	2.87%	
Self-Reported Mod/Sev Pain (L)	0%	4.77%	5.85%	
High risk with pressure ulcers (L)	4.76%	5.67%	5.53%	
Loss of Bowel/Bladder Control(L)	68.0%	50.22%	48.38%	
Catheter(L)	1.17%	1.17%	1.83%	
Physical restraint(L)	0%	.12%	.33%	
Increased ADL Assistance(L)	20.34%	18.58%	14.91%	
Excessive Weight Loss(L)	6.45%	5.92%	6.96%	
Depressive symptoms(L)	1.82%	3.16%	4.57%	
Antipsychotic medication (L)	8.51%	13.56%	14.78%	



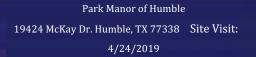
QIPP Comp	onent 1 Quality Metr	ic for QTR- Dec	2018	/Jan/Feb 2019
Indicator	QAPI Mtg Date	Date Report Submitted	Met	PI Implemented
		Subinicea	Y/N	
QAPI Validation Report	12/19/18	12/19/18	Υ	
	1/16/19	1/16/19		
	2/16/19	2/16/19		

QIPP Component 2 (Mode	est) Quality Me 2019	trics for QT	R -Dec 201	l8/Jan/Feb	PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
				1714	
Falls W/Major Injury	3.37%	.74%	0%	Υ	
High Risk W/Pressure Ulcers	5.57%	2.04%	5.00%	Υ	
Physical restraints	.37%	0%	0%	Υ	
Antipsychotic medication	15.24%	16.52%	9.30%	Υ	





QIPP Component 3 (High)	Quality Metri 2019	cs for QTR -	- Dec 2018	3/Jan/Feb	PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury					Information not provided
High Risk W/Pressure Ulcers					
Physical restraints					
Antipsychotic medication					





CONTACT

Tangela Manuel- Administrator Bridgetta Bracks, RN – DON

FACILITY

Park Manor Humble is a 125-bed facility with a current overall rating of 1 and a Quality Measures rating of 4. The census on the date of this visit was 85: Private Pay- 1, HMO-16, Medicare-5, Medicaid- 60, and Hospice- 3.

Tangela Manuel was available to provide the tour and clinical information. There were extra staff busily preparing for an open house scheduled later in the day.

The external grounds were neat with inviting landscaping. Landscaping had been updated surrounding the property. The facility's renovations have been completed. Updates included new lighting, furniture, décor, and flooring throughout the building. Colors chosen and the design was very attractive and contemporary. Beds and bedding were new in all the residents' rooms. The medical records room had been converted to a private dining room. It looked very nice. In the main dining room, tables, chairs, lighting, décor, and flooring had been replaced.

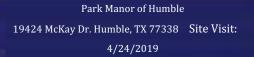
The therapy gym had been updated. The facility is launching a gardening program for residents in the courtyard outside the therapy gym.

On 100 Hall, the floors in residents' rooms have not been replaced. They were dull in some rooms. Coffee and food had been stored in the linen cart, but this was corrected. A medication cart was found to be unlocked and unattended.

The showroom on 200 Hall looked very nice. It was a private room.

Skilled residents who are short-stay reside on 300 Hall. All rooms toured were attractively decorated including new smart televisions. A housekeeping cart was found to be unlocked with a beverage in the cart. No other safety hazards were identified on the hall.

The facility has a robust activities program. Group activities are offered 7 days per week with evening activities offered daily. Innovative programming such as memory training, tai chi, and meditation are offered.





SURVEY

The facility had their annual survey in August 2018. They received 11 health deficiencies and 5 life safety code deficiencies. There were no complaint surveys conducted during the reporting period.

REPORTABLE INCIDENTS

No reported incidents were indicated for the reporting period.

CLINICAL TRENDING

Incidents/Falls:

During Dec 2018/Jan/Feb 2019, the facility had 62 falls without injury, 3 falls with injury, 12 skin tears, 1 fracture, 1 bruise, no lacerations, 5 behaviors and 24 others.

Infection Control:

During Dec 2018/Jan/Feb 2019, the facility had 4 UTIs, 2 URIs, and 4 others for a total of 10 infections.

Weight loss:

The facility had 6 residents with weight loss, 4 with loss of 5-10% in 30 days and 2 with loss of >10% in 6 months.

Pressure Ulcers:

The facility had 26 residents with 33 pressure ulcer sites. None were acquired in-house.

Restraints:

The facility does not use restraints.

Staffing:

The facility has 1 RN opening, 2 LVN openings, 4 C.N.A. openings, 2 housekeeping, 2 dietary, and 2 activity openings.



Quality Indicat	ors from Ca	sper Repo	rt- Dec 2018	/Jan/Feb 2019
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	5.8%	9.7%	12.2%	
New/Worsened Pressure Ulcers (S)	0.0%	0.8%	0.7%	
New Psychoactive Med Use (S)	5.1%	2.2%	2.0%	
Fall w/Major Injury (L)	0.0%	3.5%	3.5%	
UTI (L)	0.0%	2.5%	3.0%	
Self-Reported Mod/Sev Pain (L)	0%	5.1%	6.7%	
High risk with pressure ulcers (L)	5.9%	6.2%	6.1%	
Loss of Bowel/Bladder Control(L)	80%	50.8%	48.4%	
Catheter(L)	3.4%	2.5%	2.6%	
Physical restraint(L)	0.0%	0.1%	0.3%	
Increased ADL Assistance(L)	12.7%	18.3%	15.2%	
Excessive Weight Loss(L)	1.8%	4.4%	5.9%	
Depressive symptoms(L)	0%	2.5%	2.6%	
Antipsychotic medication (L)	3.4%	12.6%	14.6%	

QIPP Compone	nt 1 Quality Metri	c for QTR – De	c 201 8	/Jan/Feb 2019
Indicator	QAPI Mtg Date	Date Report Submitted	Met	PI Implemented
		Subiniced	Y/N	
QAPI Validation Report	12/21/18	12/21/18	Υ	
	1/8/19	1/8/19		



2/15/19

QIPP Component 2 (Mode	PI Implemented				
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.37%	0%	0%	Y	
High Risk W/Pressure Ulcers	5.57%	6.76%	5.77%	Y	
Physical restraints	.37%	0%	0%	Y	
Antipsychotic medication	15.24%	4.42%	3.57%	Y	
QIPP Component 3 (High)	Quality Metri 2019	cs for QTR -	- Dec 2018	3/Jan/Feb	PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.37%	0%	0%	Υ	
High Risk W/Pressure Ulcers	5.57%	6.76%	5.77%	Υ	
Physical restraints	.37%	0%	0%	Υ	
Antipsychotic medication	15.24%	4.42%	3.35%	Υ	





CONTACT

Olivia Hall – Administrator Carolyn Mwieria, RN- Director of Nursing

FACILITY

Park Manor Westchase is a 125-bed facility with a current overall star rating of 1 and a Quality Measures star rating of 3. Please note that any change in star rating may have to do with the method in which CMS now gathers data. Changes were affected for most buildings on 4/23/19. The census on the date of this visit was 106: Private Pay: 9, HMO: 21, Medicare: 7, Medicaid: 64 and Hospice: 5.

The Administrator and Director of Nursing were available and provided clinical information. Melvin Nickles, maintenance supervisor, provided a tour of the facility. The external grounds were neat and clean. Landscaping looked attractive. Drive-up appeal was very good.

The lobby area was neat and odor-free. Residents were actively doing a fund-raiser in the front lobby. The nurses' station was neat and free of clutter. Hallways are clean and free of clutter. There were no offensive odors. The survey binder was up-to-date. Required postings were in place; however, the facility licensed had expired 2/10/19. The administrator is working on finding out the status of the renewal. Staff was pleasant, cordial, and professionally dressed.

The electrical room was neat and uncluttered with nothing stored within 3 feet of the electrical box. A tour of the laundry room found it to be organized and clean.

The therapy gym was organized and very busy. The director of Rehabilitation was cordial and explained her department's current initiatives which included preparation for PDPM.

The floors in residents' room on 200 hall looked very nice and shiny. Maintenance is focusing on painting residents' rooms currently. There were no odors on the hall and no safety hazards were identified in the rooms toured but a housekeeping cart was found to be unlocked and unattended. Oxygen storage was neat with canisters stored appropriately.

The activity calendar looked very nice with activities offered 7 days per week. The facility does not offer evening activities currently. The dining room was neat and very clean. Menus were posted properly, in English and in Chinese.

Residents and their wheelchairs and walkers were neat and clean, and they appeared content and comfortable.





Information regarding the final quality metrics for QIPP FY2020 for nursing facilities was provided to the administrator.

SURVEY

Park Manor Westchase had their annual survey February 2019. They had 7 health deficiencies. They also had one complaint survey during the reporting period.

REPORTABLE INCIDENTS

The facility had 4 reportable incidents during the reporting period. No deficiencies were cited, and all were cleared.

CLINICAL TRENDING

Falls:

Westchase had 42 falls without injury and 4 falls with injury. There were 8 skin tears, 3 fractures, 2 bruises, 1 laceration, and 2 behaviors.

Infection Control:

There were 64 total infections: 13 UTI's (5 facility-acquired), 10 URI's (3 facility-acquired), 3 GI tract infections, and 38 other type infections.

Weight loss:

4 residents experienced weight loss: 3 with 5-10% weight loss in 30 days and 1 with >10% weight loss in 6 months.

Pressure Ulcers:

Westchase had 13 residents with 24 pressure ulcer sites, 3 of which were acquired in house.

Restraints:

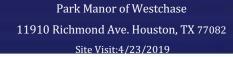
The facility did not utilize restraints or bed side-rails during Dec 2018/ Jan/Feb 2019.



Staffing:

We stchase has openings for three 6am-2pm C.N.A.s, five 2pm-10pm C.N.A.s, and 1 charge nurse for 2pm-10pm shift.

Quality Indicate	ors from CAS	SPER Repo	ort- Dec 2018	/Jan/Feb 2019
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	12.2%	9.7%	12.2%	
New/Worsened Pressure Ulcers (S)	0%	.8%	.7%	
New Psychoactive Med Use (S)	0%	2.2%	2.0%	
Fall w/Major Injury (L)	1.2%	3.5%	3.5%	
UTI (L)	2.6%	2.5%	3.0%	
Self-Reported Mod/Sev Pain (L)	0.0%	5.1%	6.7%	
High risk with pressure ulcers (L)	4.8%	6.2%	6.10%	
Loss of Bowel/Bladder Control(L)	55%	50.8%	48.4%	Continue to educate CNAs on proper documentation; have seen this QM improving
Catheter(L)	4.3%	2.5%	2.6%	High number of long-term care residents who have clinical diagnoses for catheter use.
Physical restraint(L)	0%	.1%	.3%	





Increased ADL Assistance(L)	55%	18.3%	15.2%	Had a staff shortage in restorative nursing; fully staffed currently; continue to educate on proper documentation
Excessive Weight Loss(L)	1.4%	4.4%	5.9%	
Depressive symptoms(L)	0%	2.8%	4.8%	
Antipsychotic medication (L)	12.2%	12.6%	14.6%	

QIPP Component 1 Quality Metric for QTR-Dec 2018/Jan/Feb 2019								
Indicator	QAPI Mtg Date	Date Report Submitted	Met	PI Implemented				
			Y/N					
QAPI Validation Report	12/13/18, 1/7/19, 2/14/19	12/13/18, 1/7/19, 2/14/19	Y	Falls, Psychoactive meds				

QIPP Component 2 (Mode	PI Implemented				
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.37%	1.53%	3.37%	Υ	
High Risk W/Pressure Ulcers	5.57%	6.69%	5.69%	Υ	
Physical restraints	.37%	0%	.37%	Υ	
Antipsychotic medication	15.24%	16.23%	15.24%	Υ	



QIPP Component 3	PI Implemented				
Indicator					
		Target		Y/N	
Falls W/Major Injury	3.37%	1.53%	3.37%	Υ	
High Risk W/Pressure Ulcers	5.57%	6.69%	5.69%	N	Depends on admissions
Physical restraints	.37%	0.5%	.37%	Υ	
Antipsychotic medication	15.24%	16.23%	15.24%	N	Continue with quarterly GDR

Exhibit "C"

Winnie-Stowell Hospital District Balance Sheet

As of April 30, 2019

	Apr 30, 19
ASSETS	
Current Assets	
Checking/Savings 100 Prosperity Bank -Checking	4,356.27
101 Prosperity Bank - new	421,796.48
102 Prosperity Bank - CD#0447	106,475.86
104 Post Oak Bank - CD#9053	2,733,749.99
105 TexStar	677,678.15
107 Graham InterBank combined	
107.01b GIB 0228 DACA	2,678,001.28
Total 107 Graham InterBank combi	2,678,001.28
108 Post Oak NHs Combined	2,497,408.89
Total Checking/Savings	9,119,466.92
Other Current Assets	
110 Sales Tax Receivable	116,206.43
114 Accounts Receivable NH	18,753,634.52
117 NH - QIPP Prog Receivable	5,133,456.10
118 Prepaid Expense	3,775.00
119 Prepaid IGT	4,228,289.70
Total Other Current Assets	28,235,361.75
Total Current Assets	37,354,828.67
Fixed Assets	
120 Equipment	140,654.96
125 Accumulated Depreciation	-113,810.64
Total Fixed Assets	26,844.32
TOTAL ASSETS	37,381,672.99
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
190 NH Payables Combined	2,497,205.85
201 NHP Accounts Payable	2,869,851.23
201.1 NH Payable - LTC	410,400.00
210.14 Loan Payable #14 QIPP 2	4,342,432.85
210.50 Loan Post Oak #3 QIPP 2	2,000,000.00
225 FUTA Tax Payable	112.00
230 SUTA Tax Payable	251.31
235 Payroll Liabilities	1,814.09
240 Accounts Payable NH	16,151,110.07
Total Other Current Liabilities	28,273,177.40
Total Current Liabilities	28,273,177.40
Total Liabilities	28,273,177.40
Equity	
300 Net Assets, Capital, net of	59,503.44
310 Net Assets-Unrestricted	4,755,312.01
Retained Earnings	3,985,942.97
Net Income	307,737.17
Total Equity	9,108,495.59
TOTAL LIABILITIES & EQUITY	37,381,672.99
= = = = = = = = = = = = = = = = = = = =	-,,,,,

405 Investment Income 7,558.33 10,000.00 2,2441.67 75.68 415 Nursing Home - QIPP Progr 8,039,904.00 23,350,738.00 -15,310,834.00 34.4% Total Income 8,231,818.65 23,872,238.00 -15,640,419.35 34.5% Expense 500 Admin-Administrators PR Tax 20,076.96 52,000.00 -31,923.04 38.6% 504 Admin-Board Bonds 50,00 250.00 -31,47.94 30.0% 515 Admin-Bank Service Charges 50,00 250.00 -200.00 20.0% 521 Professional Fees-Auditing 24,123.70 25,000.00 -876.30 96.5% 522 Professional Fees-Legal 4,000.00 6,625.00 15,000.00 -876.30 96.5% 550 Admin-D&O / Liability Ins. 442.00 15,000.00 -41,558.00 2.9% 560 Admin-Cont Ed-Medical Pers. 600.62 8,500.00 -41,558.00 2.9% 560 Admin-Travel&Mileage Rei 1,238.88 600.00 638.88 206.5% 571 Admin-Deitor Gere Lease(Contract 355.00 5,000.00 -5,000.00 -0,0		Jan - Apr 19	Budget	\$ Over Bud	% of Budget
405 Investment Income 7,558.33 10,000.00 2,2441.67 75.68 415 Nursing Home - QIPP Progr 8,039,904.00 23,350,738.00 -15,310,834.00 34.4% Total Income 8,231,818.65 23,872,238.00 -15,640,419.35 34.5% Expense 500 Admin-Administrators PR Tax 20,076.96 52,000.00 -31,923.04 38.6% 505 Admin-Board Bonds 50.00 250.00 -3,147.94 30.0% 515 Admin-Bank Service Charges 50.00 250.00 -3,147.94 30.0% 522 Professional Fees - Accting 6,625.00 15,000.00 -8,763.0 96.5% 522 Professional Fees - Legal 4,000.00 66,000.00 -8,763.0 96.5% 522 Professional Fees - Legal 4,000.00 66,000.00 -8,763.0 96.5% 580 Admin-Cont Ed, Travel 0.00 9,100.00 -8,763.0 96.5% 561 Admin-Gont Ed-Medical Pers. 600.62 8,500.00 -4,910.00 -9,910.00 0.0 570 Admin-Torvel& Mileiage Rei 1,238.88 600.00 638.88 206.5%	Income				
497 Tobacco Settlement 9,838.50 11,500.00 -1,661.50 85.58 415 Nursing Home - QIPP Progr 8,039,904.00 23,350,738.00 -15,310,834.00 34.4% Total Income 8,231,818.65 23,872,238.00 -15,640,419.35 34.5% Expense Expense 8 20,076.96 52,000.00 -31,923.04 38.6% 505 Admin-Administrators PR Tax 1,352.06 4,500.00 3,147.94 30.0% 505 Admin-Board Bonds 50.00 250.00 -230.00 36.1% 521 Professional Fees - Accting 6,625.00 15,000.00 -8,375.00 42.2% 522 Professional Fees - Acuditing 24,123.70 25,000.00 -8,375.00 42.2% 523 Professional Fees - Legal 4,000.00 65,000.00 -61,000.00 62.9% 523 Admin-OBO / Liability Ins. 442.00 15,000.00 -41,558.00 2.9% 560 Admin-Cont Ed, Travel 0.00 9,100.00 -9,100.00 0.0% 561 Admin-Cont Ed-Medical Pers. 600.62 8,500.00 -7,899.38 7.7*	400 Sales Tax Revenue	174,517.82	500,000.00	-325,482.18	34.9%
497 Tobacco Settlement 9,838.50 11,500.00 -1,661.50 8,53,400 415 Nursing Home - QIPP Progr 8,039,904.00 23,350,738.00 -15,310,834.00 34.4% Total Income 8,231,818.65 23,872,238.00 -15,640,419.35 34.5% Expense Expense 20,076.96 52,000.00 -31,923.04 38.6% 505 Admin-Administrators PR Tax 1,352.06 4,500.00 -3,147.94 30.0% 505 Admin-Board Bonds 50.00 250.00 -230.00 3,147.94 30.0% 521 Professional Fees - Accting 6,625.00 15,000.00 -230.00 36.1% 522 Professional Fees - Acuditing 24,123.70 25,000.00 -8,375.00 42.2% 522 Ardinin-D80 / Liability Ins. 420.00 15,000.00 -61,000.00 62.9% 550 Admin-D80 / Liability Ins. 420.00 15,000.00 -14,558.00 2.9% 560 Admin-Cont Ed, Travel 0.00 9,100.00 -9,100.00 0.0% 561 Admin-Cont Ed, Medical Pers. 600.62 8,500.00 -7,899.38 7.7 <td>405 Investment Income</td> <td>7,558.33</td> <td>10,000.00</td> <td>-2,441.67</td> <td>75.6%</td>	405 Investment Income	7,558.33	10,000.00	-2,441.67	75.6%
Total Income	409 Tobacco Settlement	9,838.50		-1,661.50	85.6%
Expense	415 Nursing Home - QIPP Progr	8,039,904.00	23,350,738.00	-15,310,834.00	34.4%
500 Admin-Administative Salary 20,076,96 52,000.00 -31,923.04 38,6% 504 Admin-Administrators PR Tax 505 Admin-Board Bonds 50.00 250.00 20,000 20,000 20,000 20,000 20,000 20,000 20,000 20,000 20,000 36,147,94 30,00 50,00 225,000 20,000 20,000 36,147,94 30,00 50,000 220,000 36,147,94 30,00 230,00 36,147,94 30,00 230,00 36,147,94 30,00 230,00 36,147,94 42,00 15,000,00 -8,775,00 44,29 42,00 15,000,00 -876,30 96,55 36,500,00 -8,775,00 44,29 560,400,00 65,000,00 -61,000,00 66,200,00 -14,558,00 2,98 560 2,98 360 2,98 360 2,98 360 2,98 360 2,9100,00 -7,999,38 7,79 360 2,500,00 -2,500,00 -2,500,00 -2,500,00 -0,00 3,00 -2,500,00 -2,500,00 -0,00 3,00 -2,500,00 -2,	Total Income	8,231,818.65	23,872,238.00	-15,640,419.35	34.5%
504 Admin-Administrators PR Tax 1,352.06 4,500.00 -3,147.94 30.0% 505 Admin-Bank Service Charges 50.00 250.00 -200.00 30.00 36.00 230.00 36.1% 521 Professional Fees - Acctng 6,625.00 15,000.00 -8,375.00 44.2% 522 Professional Fees - Legal 4,000.00 65,000.00 -876.30 96.5% 550 Admin-D&O / Liability Ins. 442.00 15,000.00 -14,558.00 2.9% 560 Admin-Cont Ed, Travel 0.00 9,100.00 -9,100.00 0.0% 561 Admin-Cont Ed-Medical Pers. 600.62 8,500.00 -7,899.98 7.1% 562 Admin-Tavel&Mileage Rei 1,238.88 600.00 638.88 206.5% 569 Admin-Meals 0.00 2,500.00 -2,500.00 0.0% 571 Admin-Office Supplies/Post 2,586.51 6,800.00 -4,213.49 33.0% 572 Admin-Cell Phone Reimburse 600.00 1,800.00 -1,200.00 33.3% 573 Admin-Cell Phone Reimburse 600.00 1,600.00 -1,600.00 -1,600.00	Expense		٠		
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130.00 360.00 -230.00 36.1%	504 Admin-Administrators PR Tax	1,352.06	4,500.00	-3,147.94	30.0%
521 Professional Fees - Acctng 6,625.00 15,000.00 -8,375.00 44.2% 522 Professional Fees - Legal 4,000.00 65,000.00 -61,000.00 62,300.00 -61,000.00 62,300.00 -61,000.00 62,300.00 -61,000.00 62,300.00 -61,000.00 62,300.00 -61,000.00 -8,500.00 -9,100.00 0.9% 560 Admin-Cont Ed, Travel 0.00 9,100.00 -9,100.00 0.0% 560 Admin-Cont Ed, Ed-Medical Pers. 600.62 8,500.00 -7,899.38 7.1% 562 Admin-Travel&Mileage Rei 1,238.88 600.00 -7,899.38 7.1% 562 Admin-Travel&Mileage Rei 1,238.88 600.00 -7,899.38 7.1% 562 Admin-Travel&Mileage Rei 1,238.88 600.00 -5,000.00 -5,000.00 0.0% 5700.00 -7,599.38 7.1%	505 Admin-Board Bonds	50.00	250.00	-200.00	20.0%
522 Professional Fees-Auditing 24,123.70 25,000.00 -876.30 96.5% 523 Professional Fees - Legal 4,000.00 65,000.00 -61,000.00 62,9% 550 Admin-D&C / Liability Ins. 442.00 15,000.00 -14,558.00 2.9% 560 Admin-Cont Ed-Medical Pers. 600.62 8,500.00 -7,899.38 7.1% 562 Admin-Travel&Mileage Rei 1,238.88 600.00 -2,500.00 -0,00 570 Admin-District/County Prom 0.00 5,000.00 -2,500.00 0.0% 571 Admin-Office Supplies/Post 2,586.51 6,800.00 -4,213.49 38.0% 573 Admin-Cell Phone Reimburse 600.00 1,800.00 -917.73 49.0% 575 Admin-Telephone/Internet 882.27 1,800.00 -1,200.00 33.3% 576 Admin-Election Cost 0.00 1,600.00 -1,600.00 0.0% 591 Admin-Notices & Fees 1,651.93 500.00 -1,600.00 0.0% 502 IC-WCH 1115 Waiver Prog 0.00 1,000.00 -1,000.00 0.0% 602 IC-Ston Hosp Cost-Other	515 Admin-Bank Service Charges	130.00	360.00	-230.00	36.1%
523 Professional Fees - Legal 4,000.00 65,000.00 -61,000.00 6.2% 550 Admin-D&O / Liability Ins. 442.00 15,000.00 -9,100.00 2.9% 560 Admin-Cont Ed, Travel 0.00 9,100.00 -9,100.00 0.0% 561 Admin-Cont Ed-Medical Pers. 600.62 8,500.00 -7,899.38 7.1% 562 Admin-Travel&Mileage Rei 1,238.88 600.00 638.88 206.5% 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 2,586.51 6,800.00 -4,213.49 38.0% 572 Admin-Colier Lease/Contract 882.27 1,800.00 -917.73 40.0% 575 Admin-Cell Phone Reimburse 600.00 1,800.00 -1,200.00 33.3% 576 Admin-Telephone/Internet 808.24 2,000.00 -1,191.76 40.4% 590 Admin-Belection Cost 0.00 1,600.00 -1,600.00 0.0% 576 Admin-Notices & Fees 1,851.93	521 Professional Fees - Acctng	6,625.00	15,000.00	-8,375.00	44.2%
550 Admin-D&O / Liability Ins. 442.00 15,000.00 -14,558.00 2.9% 560 Admin-Cont Ed, Travel 0.00 9,100.00 -9,100.00 0.0% 561 Admin-Cont Ed-Medical Pers. 600.62 8,500.00 -7,899.38 7.1% 562 Admin-Travel&Mileage Rel 1,238.88 600.00 638.88 206.5% 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 2,586.51 6,800.00 -4,213.49 38.0% 572 Admin-Cell Phone Reimburse 835.00 1,500.00 -665.00 55.7% 573 Admin-Cell Phone Reimburse 600.00 1,800.00 -1,200.00 33.3% 576 Admin-Telephone/Internet 808.24 2,000.00 -1,917.76 40.4% 590 Admin-Election Cost 0.00 1,600.00 -1,600.00 0.0% 591 Admin-Notices & Fees 1,651.93 500.00 -1,151.93 330.4% 602 Ic-WCH 1115 Waiver Prog 0.00 <t< td=""><td>522 Professional Fees-Auditing</td><td>24,123.70</td><td>25,000.00</td><td>-876.30</td><td>96.5%</td></t<>	522 Professional Fees-Auditing	24,123.70	25,000.00	-876.30	96.5%
560 Admin-Cont Ed, Travel 0.00 9,100.00 -9,100.00 0.0% 561 Admin-Cont Ed-Medical Pers. 60.062 8,500.00 -7,899.38 7.1% 562 Admin-Travel&Mileage Rei 1,238.88 600.00 638.88 206.5% 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 2,586.51 6,800.00 -4,213.49 38.0% 572 Admin-Web Site 835.00 1,500.00 -917.73 49.0% 573 Admin-Copier Lease/Contract 882.27 1,800.00 -917.73 49.0% 575 Admin-Telephone/Internet 808.24 2,000.00 -1,191.76 40.4% 590 Admin-Biection Cost 0.00 1,600.00 -1,600.00 0.0% 591 Admin-Notices & Fees 1,651.93 500.00 1,151.93 330.4% 600 East Chambers ISD Partner 60,000.00 180,000.00 -120,000.00 0.0% 601 Ic-WCH 1115 Waiver Prog 0.00 10,00	523 Professional Fees - Legal	4,000.00	65,000.00	-61,000.00	6.2%
560 Admin-Cont Ed, Travel 0.00 9,100.00 -9,100.00 0.0% 561 Admin-Cont Ed-Medical Pers. 600.62 8,500.00 -7,899.38 7.1% 562 Admin-Travel&Mileage Rei 1,238.88 600.00 638.88 206.5% 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 2,586.51 6,800.00 -4,213.49 38.0% 572 Admin-Web Site 835.00 1,500.00 -917.73 49.0% 573 Admin-Copier Lease/Contract 882.27 1,800.00 -917.73 49.0% 575 Admin-Telephone/Internet 808.24 2,000.00 -1,191.76 40.4% 590 Admin-Biection Cost 0.00 1,600.00 -1,600.00 0.0% 591 Admin-Notices & Fees 1,651.93 500.00 1,151.93 330.4% 602 IC-WCH 1115 Waiver Prog 0.00 1,000,000.00 -1,000,000.00 0.0% 604 IC-Non Hosp Costs UTMB 37,478.49 180,000	550 Admin-D&O / Liability ins.	442.00	15,000.00	-14,558.00	2.9%
561 Admin-Cont Ed-Medical Pers. 600.62 8,500.00 -7,899.38 7.1% 562 Admin-Travel&Mileage Rei 1,238.88 600.00 638.88 206.5% 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 2,586.51 6,800.00 -4,213.49 38.0% 572 Admin-Copier Lease/Contract 835.00 1,500.00 -665.00 55.7% 573 Admin-Cell Phone Reimburse 600.00 1,800.00 -1,200.00 33.3% 576 Admin-Telephone/Internet 808.24 2,000.00 -1,191.76 40.4% 590 Admin-Blection Cost 0.00 1,600.00 -1,600.00 0.0% 591 Admin-Slotic Sees 1,651.93 500.00 1,151.93 330.4% 602 IC-WCH 1115 Waiver Prog 0.00 1,000,000.00 -120,000.00 33.3% 604 IC-Non Hosp Cost-Other 0.00 10,000.00 -10,000.00 0.0% 605 IC-Office Supplies/Postage 20.28			•	•	0.0%
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570 Admin-District/County Prom 0.00 5,000.00 -5,000.00 -0.0% 571 Admin-Office Supplies/Post 2,586.51 6,800.00 -4,213.49 38.0% 572 Admin-Web Site 835.00 1,500.00 -665.00 55.7% 573 Admin-Copier Lease/Contract 882.27 1,800.00 -917.73 49.0% 575 Admin-Cell Phone Reimburse 600.00 1,800.00 -1,200.00 33.3% 576 Admin-Telephone/Internet 808.24 2,000.00 -1,191.76 40.4% 590 Admin-Election Cost 0.00 1,600.00 -1,600.00 0.0% 591 Admin-Notices & Fees 1,651.93 500.00 1,151.93 330.4% 600 East Chambers ISD Partner 60,000.00 180,000.00 -120,000.00 33.3% 602 IC-WCH 1115 Waiver Prog 0.00 10,000.00 -10,000.00 0.0% 603 IC-Pharmaceutical Costs 31,403.18 85,000.00 -53,596.82 36.9% 604 IC-Non Hosp Costs UTMB 37,478.49 180,000.00 -142,521.51 20.8% 615 IC-Indigent Care Dir Salary					
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653 Service Fee 0.00 100.00 -100.00 0.0% Total Expense 7,924,081.48 23,078,446.00 -15,154,364.52 34.3%			1,313,007.00	-030,840.32	44.0%
Total Expense 7,924,081.48 23,078,446.00 -15,154,364.52 34.3%	• • • • • • • • • • • • • • • • • • • •		100.00	-100.00	0.0%
	Total Expense	7,924,081.48	23,078,446.00		
	et Income	307,737.17	793,792.00	-486,054.83	38.8%

Renokshire Brothers Indigent Care S6,871.12 Prepaid Int.) S1,302,958,67 Propositing Interbank (Restricted-Comp. 1 and prepaid Int.) S862,556.87 Interbank (Umerstricted) S862,556.87 Interbank (Umerstricted) S862,556.87 Interbank (Umerstricted) Interbank (Umerstricted) S862,556.87 Prosperity CD S106,475.86 Trestsar S677,678.15 S	WSHD T	reasurer's Re	eport and Sup	porting Docume	ents
Heather Hawthorne, County Clerk Inv #1803-2018 Election S3,137.09 Prosperity Operating S450,383.34 Interbank (Restricted-Comp. 1 and propaid Int.) Interbank (Restricted-Comp. 1 and propaid Int.) S480,2556.87 Prosperity Clerk (Restricted-Comp. 1 and propaid Int.) S862,556.87 Prosperity Clerk (Restricted-Comp. 1 and propaid Interbank (Unrestricted) S862,556.87	Reporting Date	e: Wednesday	y, May 15, 2019		
Renokshire Brothers Indigent Care S6,871.12 Prepaid Int.) S1,302,958,67 Propositing Interbank (Restricted-Comp. 1 and prepaid Int.) S862,556.87 Interbank (Umerstricted) S862,556.87 Interbank (Umerstricted) S862,556.87 Interbank (Umerstricted) Interbank (Umerstricted) S862,556.87 Prosperity CD S106,475.86 Trestsar S677,678.15 S	Pending Expenses	For	Amount		Totals
Reforeshire Brothers Indigent Care So,871.12 Propagid Int.) Interbank (Unrestricted) \$1,00,498.65 Reforeshire Brothers-Winine Indigent Care Sopp6.56 Interbank (Unrestricted) \$862,556.87 Prosperity CD \$106,475.86 UTMB at Galveston Indigent Care Invoices not received Invoices not received Invoices not recei	Heather Hawthorne, County Clerk	Inv #1803-2018 Election	\$3,137.09		\$450,383.34
Renokshire Brothers-Winnine Indigent Care Medicare \$11.90 Interbank (Unrestricted) \$862,556.87 Wilcox Pharmacy Indigent Care S996.56 Prosperity CD \$106,475.86 UTMB a Galveston Indigent Care Invoices not received In	Brookshire Brothers	Indigent Care	\$6,871.12	•	\$1,302,958.67
UTMB at Galveston Indigent Care Invoices not received Invoices not received Invoices not received Infogent Care TexStar \$677,678.15 \$700,000.00 Indigent Healthcare Solutions IC In w #67873 \$1,109.00 Net Cash Position (less Interbank) \$2,297,094.22 \$2,297,094.22 \$3,11,109.00 Net Cash Position (less Interbank) \$2,797,094.22 \$3,291,144 \$2,797,094.22 \$3,291,144 \$2,797,094.22 \$3,291,144 \$2,290,000 \$2,240,000 \$3,21,21	Brookshire Brothers-Winnie	Indigent Care Medicare	\$11.90	The state of the s	\$862,556.87
Transactions Since Last Mental Parl Parl Parl Parl Parl Parl Parl Pa	Wilcox Pharmacy	Indigent Care	\$996.56	Prosperity CD	\$106,475.86
Indigent Healthcare Solutions IC Inv #67873 \$1,109.00 Net Cash Position (less Interbank) \$2,797,094.22	UTMB at Galveston	Indigent Care	Invoices not received	TexStar	\$677,678.15
American Education Services S Stern-Student Loan S 150.14 Pending Expenses Ending Balance S 2,759,183.08 Endicion 4-Contract Invs # Ending Balance S 2,759,183.08 Ending Expenses Ending Expenses Ending Expenses Ending Expenses Ending Expenses Ending Expenses Ending Balance S 2,759,183.08 Ending Expenses Ending Expenses Ending Expenses Ending Expenses Ending Expenses Ending Expenses Ending Balance S 2,024,078,08 Ending Expenses En	UTMB Faculty Group	Indigent Care	Invoices not received	Allegiance Bank LOC (Available)	\$700,000.00
Function 4-Contract Invs # Ending Balance S2,759,183.08 Benckenstein & Oxford Inv #49257 (Feb 2019) \$22,400.00 Prosperity Operating \$541,271.67 Josh Heinz 1/2 Legal Retainer \$500.00 Prosperity Operating \$541,271.67 Josh Heinz 1/2 Legal Retainer \$500.00 Prosperity Operating S41,271.67 Josh Heinz Inv #21190 \$2,187.50 Prosperity CD \$106,475.86 Prosperity Bank Credit Card (ACH) \$47.83 TexStar \$676,330.55 Allgeiance Bank LOC (Available) \$700,000.00 Net Cash Position (less Interbank) \$2,024,078.08 Pending Expenses \$37,911.14 Transactions Since Last Meeting S41,371.41 S43,072.019 Salt Creek Capital Loan 14-Int (Month 5 of 10) S41,0400.00 S410,400.00 S410,400.00 S410,400.00 S410	Indigent Healthcare Solutions	IC Inv #67873	\$1,109.00	Net Cash Position (less Interbank)	\$2,797,094.22
Renckenstein & Oxford Inv #49257 (Feb 2019) \$22,400.00 Prosperity Operating \$541,271.67	American Education Services	S Stern-Student Loan	\$150.14	Pending Expenses	(\$37,911.14)
Hubert Oxford 1/2 Legal Retainer \$500.00 Prosperity Operating \$541,271.67 Josh Heinz	Function 4-Contract	Invs #		Ending Balance	\$2,759,183.08
David Sticker Inv #21190 \$2,187.50 Prosperity CD \$106,475.86 Prosperity Bank Credit Card (ACH) \$47.83 TexStar \$676,330.55 Prosperity Bank Credit Card (ACH) \$47.83 TexStar \$676,330.55 Allgeiance Bank LOC (Available) \$700,000.00 Net Cash Position (less Interbank) \$2,024,078.08 Pending Expenses \$37,911.14	Benckenstein & Oxford	Inv #49257 (Feb 2019)	\$22,400.00	Last Month	
David Sticker	Hubert Oxford	1/2 Legal Retainer	\$500.00	Prosperity Operating	\$541,271.67
Prosperity Bank	Josh Heinz	1/2 Legal Retainer	\$500.00	Interbank	\$60,991.41
Allgeiance Bank LOC (Available) \$700,000.00 Net Cash Position (less Interbank) \$2,024,078.08 Pending Expenses Ending Balance \$1,972,412.38 Total Pending Expenses \$37,911.14	David Sticker	Inv #21190	\$2,187.50	Prosperity CD	\$106,475.86
Net Cash Position (less Interbank) Pending Expenses Ending Balance S1,972,412.38	Prosperity Bank	Credit Card (ACH)	\$47.83	TexStar	\$676,330.55
Pending Expenses Ending Balance S1,972,412.38				Allgeiance Bank LOC (Available)	\$700,000.00
Total Pending Expenses				Net Cash Position (less Interbank)	\$2,024,078.08
Total Pending Expenses \$37,911.14				Pending Expenses	(\$51,665.70)
Date To For Amount				Ending Balance	\$1,972,412.38
Date To For Amount 4/30/2019 Salt Creek Capital Loan 14-Int (Month 5 of 10) (\$60,794.06) 5/6/2019 LTC Group Invs: Feb, March, & April 2019 (\$410,400.00) 5/6/2019 Allegiance Bank LOC Interest (\$5,833.33) 5/9/2019 Payment to Managers QIPP Y2 Qtr 2 (\$1,151,258.79) Total Transactions Since Last Meeting Upcoming Transactions 5/31/2019 MCO QIPP, 2 QTR 3 & 4 April \$963,958.02 5/31/2019 Salt Creek Capital Loan 14-Interest (Month 5/10) (\$60,794.06)	Total Pending Expenses		\$37,911.14		
4/30/2019 Salt Creek Capital Loan 14-Int (Month 5 of 10) (\$60,794.06) 5/6/2019 LTC Group Invs: Feb, March, & April 2019 (\$410,400.00) 5/6/2019 Allegiance Bank LOC Interest (\$5,833.33) 5/9/2019 Payment to Managers QIPP Y2 Qtr 2 (\$1,151,258.79) Total Transactions Since Last Meeting (\$1,636,258.40) Upcoming Transactions 5/31/2019 MCO QIPP, 2 QTR 3 & 4 April \$963,958.02 Loan 14-Interest (Month 5 of 10) (\$60,794.06) \$60,794.06		Transactions Since La	st Meeting		
Invs: Feb, March, & April (\$410,400.00)	Date	To	For	Amount	
Solution	4/30/2019	Salt Creek Capital	Loan 14-Int (Month 5 of 10)	(\$60,794.06)	
5/9/2019 Payment to Managers QIPP Y2 Qtr 2 (\$1,151,258.79) Total Transactions Since Last Meeting (\$1,636,258.40) Upcoming Transactions 5/31/2019 MCO QIPP, 2 QTR 3 & 4 April \$963,958.02 5/31/2019 Salt Creek Capital Loan 14-Interest (Month 5/10) (\$60,794.06)	5/6/2019	LTC Group	_	(\$410,400.00)	
Total Transactions Since Last Meeting	5/6/2019	Allegiance Bank	LOC Interest	(\$5,833.33)	
Upcoming Transactions 5/31/2019 MCO QIPP, 2 QTR 3 & 4 April \$963,958.02 5/31/2019 Salt Creek Capital Loan 14-Interest (Month 5/10) (\$60,794.06)	5/9/2019	Payment to Managers	QIPP Y2 Qtr 2	(\$1,151,258.79)	
5/31/2019 MCO QIPP, 2 QTR 3 & 4 April \$963,958.02 5/31/2019 Salt Creek Capital Loan 14-Interest (Month 5/10) (\$60,794.06)	Total Transactions Since Last Me	eting		(\$1,636,258.40)	
5/31/2019 MCO QIPP, 2 QTR 3 & 4 April \$963,958.02 5/31/2019 Salt Creek Capital Loan 14-Interest (Month 5/10) (\$60,794.06)					
5/31/2019 Salt Creek Capital Loan 14-Interest (Month 5/10) (\$60,794.06)			Upcoming Transactions		
5/31/2019 Salt Creek Capital (\$60,794.06)	5/31/2019	MCO	QIPP, 2 QTR 3 & 4 April	\$963,958.02	
,	5/31/2019	Salt Creek Capital			(\$60,794.06)
	6/7/2019	Allegiance Bank	LOC Interest		(\$6,027.78)

	Outstandi	ing Short Term Revenue	Note		
Loan 14-Principle	\$4,342,432.85				
Interest	16.80%				
Fund Received	11/29/2018				
	Date	Balance	Interest	Principal Revd.	Payment
1	1/2/2019	\$4,342,432.85	\$60,794.06	\$0.00	\$60,794.06
2	1/31/2019	\$4,342,432.85	\$60,794.06	\$0.00	\$60,794.06
3	2/28/2019	\$4,342,432.85	\$60,794.06	\$0.00	\$60,794.06
4	3/31/2019	\$4,342,432.85	\$60,794.06	\$0.00	\$60,794.06
5	4/30/2019	\$4,342,432.85	\$60,794.06	\$932,644.54	\$993,438.60
6	5/31/2019	\$4,342,432.85	\$0.00		\$0.00
7	6/31/2019	\$4,342,432.85	\$0.00		\$0.00
8	7/31/2019	\$4,342,432.85	\$0.00		\$0.00
Reserve	8/22/2019-8/31/2019	\$4,342,432.85	\$0.00	\$330,776.36	\$330,776.36
9	8/31/2019	\$4,342,432.85	\$0.00		\$0.00
10	9/30/2019	\$4,342,432.85	\$0.00		\$0.00
Amount Paid	9/30/2019	\$0.00	\$303,970.30	\$1,263,420.90	\$1,567,391.20
Amount Due: Sept. 30, 2019			\$607,940.60	\$4,342,432.85	\$4,950,373.45
Amount Remaining			\$303,970.30	\$3,079,011.95	\$3,382,982.25

	Outsta	anding Short Term Revenue No	ote		
Loan 15-Principle	\$7,208,956.42				
Interest	16.80%	10 Months : \$1,009,253.89		Set Aside : \$504,62	6.95
Fund Received	5/29/2019				
	Date	Balance	Interest	Principal Revd.	Payment
1	6/29/2019	\$7,208,956.42	0,925.39	\$0.00	\$100,925.39
2	7/29/2019	\$7,208,956.42	\$100,925.39	\$0.00	\$100,925.39
3	8/29/2019	\$7 208,956 2	100,925.39	\$0.00	\$100,925.39
4	9/29/2019	\$ 1,2 8,956.4	00,925.39	\$0.00	\$100,925.39
5	10/29/2019	1,200 756.4.	\$.0,925.39	\$1,083,931.42	\$1,184,856.81
6	1/29/20 9	,_08,9. 42	\$100,925.39	\$1,090,704.44	\$1,191,629.83
7	2/29/201	7,208,956.42	\$100,925.39	\$1,222,224.71	\$1,323,150.10
8	29/2020	\$7,208,956.42	\$100,925.39	\$1,231,424.35	\$1,332,349.74
Reserve	2, 0/2 20	\$7,208,956.42	\$0.00	\$7,208,956.30	\$7,208,956.30
9	2/28/2020	\$7,208,956.42	\$100,925.39	\$1,202,095.44	\$1,303,020.83
10	3/29/2020	\$7,208,956.42	\$100,925.39	\$1,197,537.79	\$1,298,463.18
Amount Paid	3/29/2020	\$0.00	\$1,009,253.90	\$14,236,874.45	\$15,246,128.35
Amount Due: March 29, 2020			\$1,009,253.90	\$7,208,956.42	\$8,218,210.32
Amount Remaining				(\$7,027,918.03)	(\$7,027,918.03)

Allegiance Bank Line of Credit							
Principle Interest	\$2,700,000.00 3.25%	Principle Balance Owed LOC Funds Available	\$2,000,000.00 \$700,000.00				
	Date	Description	Withdrawal / Advance	Principle Payment	Interest		
	3/7/2019	Interest Payment			(\$5,444.45)		
	4/7/2019	Interest Payment			(\$6,027.78)		
	5/7/2019	Interest Payment			(\$5,833.33)		
	6/7/2019	Interest Payment			(\$6,027.00)		

	I	District's Investments			
	Amount	Percentage	From	То	Interest
*CD at Allegiance Bank C.D. #9503	\$2,733,749.99	1.50%	5/1/2019	5/31/2019	\$33,749.99
CD at Prosperity (Qtr.) C.D. #0447	\$106,475.86	0.75%	5/1/2019	5/31/2019	Paid in Feb 2019
Texstar C.D. #1110	\$677,678.15	1.90%	5/1/2019	5/31/2019	\$1,347.60
TO THE BEST OF MY KNOWLED REPORT AND SUPPORTING DO			HE		
Edward Murrell,			Robert "Bobby"		
President			Treasurer/Invest	ment Officer	
Date	<u> </u>		Date	-	

* Estimated amounts

WSHD Prosperity Checking Account Register (4431) April 17, 2019 to May 15, 2019

Date	Ref/Check	Description	Amount	Balance	Memo	Category
4/16/2019		Daily Ledger Bal		541.271.67		
4/18/2019		ACH Payment INTUIT PAYROLL S QUICK	(2.837.47)	538.434.20		
4/18/2019		Daily Ledger Bal	(=:00/:::/	538,434.20		
4/19/2019	2573	Check	(1,447,65)	536,986.55		
4/19/2019		Check	(17.375.00)	519.611.55		
4/19/2019	2002	Daily Ledger Bal	(11,070,00)	519,611.55		
4/22/2019	2585	Check	(919.20)	518.692.35		
4/22/2019	2000	Daily Ledger Bal	(010.20)	518.692.35		
4/23/2019	2579	Check	(1.109.00)	517.583.35		
4/23/2019		Check	(500.00)	517,083.35		
4/23/2019	200 .	Daily Ledger Bal	1000.007	517,083.35		
4/24/2019		ACH Payment TIME WARNER CABL TW	(202.06)	516,881.29		
4/24/2019	2574	Check	(7.437.92)	509.443.37		
4/24/2019		Check	(1.898.59)	507,544,78		
4/24/2019		Daily Ledger Bal	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	507,544,78		
4/25/2019	2583	Check	(500.00)	507.044.78		
4/25/2019		Check	(219.31)	506.825.47		
4/25/2019		Transfer Withdrawal	(482,544,78)	24,280.69		
4/25/2019		Daily Ledger Bal		24,280.69		
4/26/2019		ACH Payment PROSPERITY BANK VISA	(1,282.11)	22,998.58		
4/26/2019	2580	Check	(150.14)	22,848.44		
4/26/2019	2578	Check	(4,410.24)	18,438.20		
4/26/2019		Daily Ledger Bal		18,438.20		
4/29/2019		ACH Payment TXWORKFORCECOMM DI	(15.05)	18,423.15		
4/29/2019	2577	Check	(13.785.14)	4,638.01		
4/29/2019		Daily Ledger Bal		4,638.01		
4/30/2019		Accr Earning Pymt Added to Account	349.66	4,987.67		
4/30/2019		Daily Ledger Bal		4,987.67		
5/6/2019	2575	Check	(6.80)	4,980.87		
5/6/2019	2586	Check	(624.60)	4.356.27		
5/6/2019		Daily Ledger Bal		4,356.27		
5/9/2019		Daily Ledger Bal		4,356.27		
5/10/2019		ACH Deposit.CPA STATE FISCAL INV-PA	49,636,13	53,992.40		
5/10/2019		Telephone/Wire Xfer	(49.636.13)	4,356.27		
5/10/2019		Daily Ledger Bal		4,356.27		

WSHD Prosperity Checking Account Register (9409) New April 17, 2019 to May 15, 2019

Date	Ref/Check	Description	Amount	Balance	Memo	Category
4/25/2019		Opening Deposit	482,544.78	482,544.78		
4/26/2019		Daily Ledger Bal		482,544,78		
4/30/2019		Wire Transfer WIRE OUT SALT CREEK C	(60,794.06)	421.750.72		
4/30/2019		Wire Transfer Fee WIRE FEE	(20.00)	421,730.72		
4/30/2019		Accr Earning Pymt Added to Account	65.76	421,796.48		
4/30/2019		Daily Ledger Bal		421.796.48		
5/1/2019		ACH Payment INTUIT PAYROLL S QUICK	(0.38)	421,796.10		
5/1/2019		ACH Payment INTUIT PAYROLL S QUICK	(0.87)	421,795.23		
5/1/2019		Daily Ledger Bal		421,795.23		
5/2/2019		ACH Payment INTUIT PAYROLL S QUICK	(2,796.75)	418,998.48		
5/2/2019		Daily Ledger Bal		418,998.48		
5/6/2019		Wire Transfer WIRE OUT WINNIE STOWE	(5,833,33)	413,165.15		
5/6/2019		Wire Transfer Fee WIRE FEE	(20.00)	413,145.15		
5/6/2019		Daily Ledger Bal		413,145.15		
5/8/2019		ACH Deposit INTUIT PAYROLL S QUICKE	0.38	413,145.53		
5/8/2019		ACH Deposit INTUIT PAYROLL S QUICKE	0.87	413,146.40		
5/8/2019	995001	Check	(15,000.00)	398,146.40		
5/8/2019		Daily Ledger Bal		398,146.40		
5/10/2019		Telephone Trf Dep	49.636.13	447,782.53	·	
5/10/2019		Daily Ledger Bal		447,782.53		
5/13/2019		ACH Payment IRS USATAXPYMT 270953	(1.755.46)	446.027.07		
5/13/2019		Daily Ledger Bal		446,027.07		

Heather H. Hawthorne

Chambers County Clerk PO Box 728 Anahuac, Texas 77514 Phone 409.267.2418 Fax 409.267.8405



INVOICE #

1803

FOR: November 6, 2018

Joint General Election

Bill To:

Winnie-Stowell Hospital District

P O Box 1997 Winnie, TX 77665

12/1/2018

DESCRIPTION		AMOUNT
Hart Programming		
Invoice #074905	\$	1,500.00
Ballot Freight shipping & handling	\$	80.90
ELECTION DAY		
Pollworkers & Equipment (See Chart)		\$1,115.00
MISC.		
Equipment Preparation (2 hrs @ \$28/hr)	İ	\$56.00
Miscellaneous Supplies \$100.00 Flat Fee per entitiy		\$100.00
Subtotal		\$2,851.90
Administrative Fee (10% of subtotal \$)		\$285.19

TOTAL

\$3,137.09

Make all checks payable to Heather H. Hawthorne, County Clerk

WE ENJOYED DOING BUSINESS WITH YOU!

HART intercivic

15500 Wells Port Drive Austin, TX 78728 Phone: (800) 223-4278 Fax: (800) 831-1485

INVOICE

 Invoice No.
 074905

 Date
 10/31/2018

 Order No.
 BP0005225

 Shipper ID
 0063672

 Customer ID
 CHA-57752

 PAGE 1

Accounts Payable Chambers County Clerk's Office P O Box 728 Anahuac, TX 77514 Accounts Payable Chambers Co Clerk's Office, TX P O Box 728 Anahuac, TX 77514

F.O.B. POINT	SH SH	IP VIA	1 0 1 1 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	ORDERED BY	A CONTRACTOR	CUST	OMER P.O. NO.
Destination	UPS G	round				Heath	er Hawthorne
ORDER DATE	TERMS	My 78-16- 5	Charles and the	SALES PERSON		- 26:	SITE -
8/24/2018	Net 30 Day	S		Ken Trethewey		Ba	allot Whse
PART NUMBER	QTY ORDERED	UNITS	QTY SHIPPED	QTY BO	PRICE	DISC %	EXT. PRICE
17" PAPER BALLOT	3,190.0000	EA	3,190.0000	0.0000	0.0000	0.00	0.00
8-1/2" x 17" Paper Ballots							
TEST BALLOT C	186.0000	EA	186.0000	0.0000	0.0000	0.00	0.00
Test Ballot C							
SAMPLE BALLOT C	310.0000	EA	310.0000	0.0000	0.0000	0.00	0.00
Sample Ballot C							

ballot Freight Snipping + Handling divided by 4 entities

MISC	General Election 11/06/2018	0.00
BALL	Ballots (4000 N/C)	117.12
PROG	Programming-Hosp	1,500.00
PROG	Programming-Baytown	4,180.00
PROG	Programming-Trinity	1,500.00
PROG	Programming County	5,280.00
FRT	Shipping & Handling	206.48

REMITTANCE ADDRESS	HART INTERCIVIC, INC. Dept 0453 PO BOX 120453 Dallas, TX 75312-0453	BILLING	HART INTERCIVIC PO BOX 80649 Austin, TX 78708-0649 800.223.HART * Fax:800.831.1485 www.hartintercivic.com * info@hartic.com TAX ID# 95-3248916	Sales Total Tax Total	12,783.60 0.00 12,783.60
ORIGINAL IN	IVOICE			TOTAL	12,783.60

CHAMBERS COUNTY CLERK HEATHER H. HAWTHORNE PO Box 728 Anahuac, TX 77514

INVOICE

WINNIE STOWELL HOSPITAL DISTRICT NOVEMBER 6, 2018 JOINT GENERAL ELECTION

ELECTION DAY

County PRECINCT	TOUCH x\$100	Controller x \$100	POLL PAD x \$100	VDrive VKey X \$13	Misc Supplies \$300	Poll Workers	Split	Total Per Precinct
7	6 \$600	1 \$100	1 \$100	1 \$13	1 \$300	2 Judges/2 Clerks \$336/\$280 = \$616	3	\$1729 / 3 \$576.33
12	4 \$400	1 \$100	1 \$100	1 \$100	1 \$300	2 Judges/2 Clerks \$336/\$280 = \$616	3	\$1616 / 3 \$538.67

2018 Election Equipment Rental Prices

Chambers County Clerk Heather H. Hawthorne 409-267-2420

EXHIBIT A

Hart Verity System

Prices based on per location per day

Controller \$100

Touch \$100

Touch Access \$100

VDrive \$10

VKey \$3

Knowink Poll Pad

Prices based on per location per day

Poll Pad (with printer)

\$100

Supplies/Misc

Flat Fee \$300

Programming/ County

\$28.00 per hour

Programming/Audio/Coding by Hart – Billed by Hart (TBD)

Administration Fee

10%

©IHS

GL Totals Issued 05/14/19

Winnie Stowel Hospital District Indigent Healthcare Services Batch Dates 04/30/19-04/30/19

Brookshire Bros. Phar. (Winnie)

P.O. Box 1359 Winnie, TX 77665 Vendor #: 65460

Page 1

GL #	Description		Amount
WSHD	Wshd		6,871.12
		Expenditures Reimb/Adjustments	6,871.12
00 total image		Grand Total	6,871.12

38 total invoices

GL	Totals	Detail
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Invoice #	GL#	Date in	Amt Billed	Amt Paid
036-2458*65460*2	WSHD	04/03/2019	6.36	6.36
036-2458*65460*2	WSHD	04/11/2019	18.37	18.37
036-2458*65460*2	WSHD	04/25/2019	6.08	6.08
036-2458*65460*2	WSHD	04/25/2019	25.00	25.00
036-2547*65460*11	WSHD	04/02/2019	598.89	505.26
036-2547*65460*11	WSHD	04/02/2019	110.67	110.67
036-2547*65460*11	WSHD	04/02/2019	31.69	31.69
036-2749*65460*42	WSHD	04/22/2019	25.00	25.00
036-2749*65460*42	WSHD	04/30/2019	13.83	9.33
036-2815*65460*21	WSHD	04/01/2019	5.99	5.99
036-2815*65460*21	WSHD	04/01/2019	6.28	5.28
036-2815*65460*21	WSHD	04/05/2019	15.00	15.00
036-2815*65460*21	WSHD	04/01/2019	28.61	28.61
036-2815*65460*21	WSHD	04/01/2019	56.96	56.96
036-2815*65460*21	WSHD	04/01/2019	36.32	36.32
036-3217*65460*32	WSHD	04/26/2019	55.47	55.47
036-3217*65460*32	WSHD	04/29/2019	13.75	13.75
036-3217*65460*32	WSHD	04/29/2019	45.50	45.50
036-3363*65460*14	WSHD	04/12/2019	138.00	138.00
036-3432*65460*39	WSHD	04/06/2019	36.32	36.32
036-3432*65460*39	WSHD	04/06/2019	5.99	5.99
036-3432*65460*39	WSHD	04/06/2019	6.08	6.08
036-3432*65460*39	WSHD	04/06/2019	30.00	30.00
036-3432*65460*39	WSHD	04/24/2019	27.58	27.58
036-3432*65460*39	WSHD	04/16/2019	10.25	10.25
1011*65460*34	WSHD	04/18/2019	187.47	187.47
1019*65460*32	WSHD	04/11/2019	36.32	36.32
1019*65460*32	WSHD	04/11/2019	28.67	28.67
1019*65460*32	WSHD	04/11/2019	6.08	6.08
1019*65460*32	WSHD	04/11/2019	56.96	56.96
1019*65460*32	WSHD	04/11/2019	6.74	6.74
1024*65460*30	WSHD	04/04/2019	7.67	7.67
1024*65460*30	WSHD	04/15/2019	75.14	75.14
1024*65460*30	WSHD	04/18/2019	12.00	12.00

Issued 05/14/19

Winnie Stowel Hospital District Indigent Healthcare Services Batch Dates 04/30/19-04/30/19

Brookshire Bros. Phar. (Winnie)

Vendor #: 65460

P.O. Bo	x 1359
Winnie,	TX 77665

nvoice #	GL # Date in		Amt Billed	Amt Paid	
1025*65460*13	WSHD	04/04/2019	17.93	11.85	
1025*65460*13	WSHD	04/04/2019	37.68	24.57	
1025*65460*13	WSHD	04/04/2019	25.00	25.00	
1038*65460*29	WSHD	04/01/2019	15.00	15.00	
1038*65460*29	WSHD	04/01/2019	231.00	231.00	
1038*65460*29	WSHD	04/26/2019	145.83	145.83	
1046*65460*25	WSHD	04/01/2019	13.02	13.02	
1046*65460*25	WSHD	04/01/2019	30.84	30.84	
1046*65460*25	WSHD	04/01/2019	34.52	34.52	
1046*65460*25	WSHD	04/01/2019	33.77	33.77	
1046*65460*25	WSHD	04/01/2019	36.32	36.32	
1049*65460*25	WSHD	04/04/2019	80.70	80.70	
1049*65460*25	WSHD	04/30/2019	6.36	6.36	
1049*65460*25	WSHD	04/04/2019	6.36	6.36	
1049*65460*25	WSHD	04/30/2019	12.00	12.00	
1049*65460*25	WSHD	04/04/2019	42.60	42.60	
055*65460*10	WSHD	04/12/2019	280.88	280.88	
055*65460*10	WSHD	04/23/2019	19.21	19.21	
066*65460*7	WSHD	04/15/2019	42.34	42.34	
081*65460*8	WSHD	04/26/2019	12.00	12.00	
081*65460*8	WSHD	04/26/2019	120.77	120.77	
091*65460*14	WSHD	04/01/2019	541.00	456.05	
091*65460*14	WSHD	04/02/2019	19.50	19.50	
091*65460*14	WSHD	04/01/2019	10.96	10.75	
096*65460*11	WSHD	04/09/2019	22.85	22.85	
096*65460*11	WSHD	04/24/2019	28.91	28.91	
096*65460*11	WSHD	04/24/2019	6.10	6.10	
1096*65460*11	WSHD	04/24/2019	15.00	15.00	
098*65460*12	WSHD	04/30/2019	6.36	6.36	
098*65460*12	WSHD	04/08/2019	27.39	27.39	
105*65460*3	WSHD	04/15/2019	22.74	22.74	
106*65460*9	WSHD	04/05/2019	12.00	12.00	
106*65460*9	WSHD	04/05/2019	10.00	10.00	
106*65460*9	WSHD	04/16/2019	6.56	6.56	
106*65460*9	WSHD	04/16/2019	21.26	15.23	
106*65460*9	WSHD	04/16/2019	23.81	10.58	
107*65460*8	WSHD	04/01/2019	29.40	29.40	
107*65460*8	WSHD	04/24/2019	8.78	4.65	
107*65460*8	WSHD	04/25/2019	9.78	9.78	
114*65460*5	WSHD	04/01/2019	1,326.56	1,123.78	
114*65460*5	WSHD	04/01/2019	518.37	436.81	
116*65460*6	WSHD	04/02/2019	85.92	69.23	
116*65460*6	WSHD	04/02/2019	85.92	69.23	
116*65460*6	WSHD	04/11/2019	85.92	69.23	
117*65460*4	WSHD	04/10/2019	26.66	26.66	
117*65460*4	WSHD	04/10/2019	82.94	82.94	
117 00700 4	440110	04/23/2013	UZ.74	02.34	

GL Totals Page 3

Winnie Stowel Hospital District Indigent Healthcare Services Batch Dates 04/30/19-04/30/19

Brookshire Bros. Phar. (Winnie)

P.O. Box 1359 Winnie, TX 77665

38 total invoices

Vendor #: 65460

Invoice #	GL#	Date in	Amt Billed	Amt Paid
1120*65460*3	WSHD	04/04/2019	56.90	56.90
1120*65460*3	WSHD	04/19/2019	56.90	56.90
1120*65460*3	WSHD	04/19/2019	28.70	28.70
1121*65460*3	WSHD	04/12/2019	13.37	13.37
1121*65460*3	WSHD	04/12/2019	7.59	7.59
1121*65460*3	WSHD	04/12/2019	10.00	10.00
1123*65460*5	WSHD	04/02/2019	12.00	12.00
1123*65460*5	WSHD	04/02/2019	160.89	160.89
1123*65460*5	WSHD	04/02/2019	76.11	76.11
1124*65460*5	WSHD	04/05/2019	13.01	13.01
1124*65460*5	WSHD	04/05/2019	8.63	8.63
1131*65460*2	WSHD	04/01/2019	26.31	26.31
1131*65460*2	WSHD	04/01/2019	14.90	14.90
1131*65460*2	WSHD	04/04/2019	26.31	26.31
1131*65460*2	WSHD	04/04/2019	85.92	69.23
1132*65460*1	WSHD	04/16/2019	26.66	26.66
1133*65460*2	WSHD	04/09/2019	29.25	29.25
1133*65460*2	WSHD	04/09/2019	56.96	56.96
1133*65460*2	WSHD	04/09/2019	8.28	8.28
1133*65460*2	WSHD	04/09/2019	39.69	39.69
1134*65460*2	WSHD	04/08/2019	93.57	93.57
1134*65460*2	WSHD	04/10/2019	104.08	104.08
1134*65460*2	WSHD	04/10/2019	155.34	128.24
1137*65460*2	WSHD	04/05/2019	26.66	26.66
1137*65460*2	WSHD	04/18/2019	9.56	8.71
1138*65460*1	WSHD	04/09/2019	37.68	24.57
1138*65460*1	WSHD	04/09/2019	6.62	6.62
1140*65460*1	WSHD	04/09/2019	59.85	59.85
1140*65460*1	WSHD	04/09/2019	19.50	19.50
140*65460*1	WSHD	04/09/2019	12.00	12.00
1140*65460*1	WSHD	04/09/2019	11.99	11.99
1140*65460*1	WSHD	04/09/2019	14.99	14.99
1140*65460*1	WSHD	04/09/2019	19.80	19.80
1141*65460*1	WSHD	04/17/2019	10.96	19.80
1141*65460*1	WSHD	04/17/2019	7.32	
1141*65460*1	WSHD	04/17/2019	10.00	7.32
1141*65460*1	WSHD	04/17/2019		10.00
141*65460*1	WSHD		7.18	7.18
141*65460*1	WSHD	04/17/2019	13.67 5.76	13.67
1141*65460*1	WSHD	04/17/2019	5.76 6.50	4.19
1141*65460*1		04/18/2019	6.50	6.50
141 00400 1	WSHD	04/18/2019	26.66	26.66
88 invoices, 122 line items	***		7,491.93	6,871.12
Grand Totals			7,491.93	6,871.12

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GL Totals

Page 1

Issued 05/14/19

Winnie Stowel Hospital District Indigent Healthcare Services Batch Dates 04/30/19-04/30/19

Brookshire Brothers Store #1002 Po Box 1359 Vendor #: 1002

GL#	Description		Amount
WSHD	Wshd		11.90
		Expenditures	11.90

Reimb/Adjustments

Grand Total 11.90

1 total invoices

GL Totals Detail

Invoice #	GL#	Date in	Amt Billed	Amt Paid
1011*1002*9	WSHD	04/08/2019	8.50	8.50
1011*1002*9	WSHD	04/15/2019	3.40	3.40
1 invoices, 2 line items	***		11.90	11.90
Grand Totals			11.90	11.90

¹ total invoices

² total line items

Page 1

Issued 05/14/19

GL Totals Winnie Stowel Hospital District Indigent Healthcare Services Batch Dates 04/30/19-04/30/19

Wilcox Pharmacy P. O. Box 1850 Winnie, TX 77665 Vendor #: 18651

GL#	Description		Amount
WSHD	Wshd		996.56
		Expenditures Reimb/Adjustments	996.56
		— Grand Total	996.56

9 total invoices

GL	To	tals	Detai	il
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Invoice #	GL#	Date in	Amt Billed	Amt Paid
036-2783*18651*95	WSHD	04/24/2019	25.00	25.00
036-2783*18651*95	WSHD	04/24/2019	50.00	50.00
036-2783*18651*95	WSHD	04/24/2019	50.00	39.84
036-2942*18651*89	WSHD	04/24/2019	389.93	306.35
036-3364*18651*61	WSHD	04/24/2019	54.86	54.86
036-3364*18651*61	WSHD	04/24/2019	42.61	21.19
036-3364*18651*61	WSHD	04/24/2019	24.00	24.00
036-3364*18651*61	WSHD	04/24/2019	24.00	24.00
1040*18651*27	WSHD	04/22/2019	27.67	19.81
1075*18651*14	WSHD	04/12/2019	46.14	25.02
1075*18651*14	WSHD	04/22/2019	50.39	25.00
1075*18651*14	WSHD	04/16/2019	58.90	25.93
1093*18651*9	WSHD	04/30/2019	25.00	25.00
1095*18651*7	WSHD	04/29/2019	48.60	24.11
1095*18651*7	WSHD	04/24/2019	56.11	45.21
1102*18651*6	WSHD	04/17/2019	294.63	138.36
1102*18651*6	WSHD	04/17/2019	89.36	43.31
1110*18651*8	WSHD	04/10/2019	9.77	4.27
1110*18651*8	WSHD	04/19/2019	75.61	36.94
1110*18651*8	WSHD	04/16/2019	78.68	38.36
9 invoices, 20 line items	***		1,521.26	996.56
Grand Totals			1,521.26	996.56

9 total invoices 20 total line items Indigent Healthcare Solutions, Ltd. 2040 North Loop, 336 West, Suite 304 Conroe, TX 77304

Invoice # 67873

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

Date:

5/1/2019

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

Terms: Net receipt of invoice

Professional services for the month of June 2019

1,109.00

RECEIVED

MAY 0 2 2019

Total

\$1,109.00

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

THANK YOU FOR YOUR BUSINESS!!!









May 4, 2019

MONTHLY BILL

Name: SHERRY STERN

Account Number: 92 5529 5461

Payment Summary			
Last Payment Received	04/25/2019		
Current Payment Due	\$150.14		
Total Due by 05/25/2019	\$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	\$5,710.77	\$5.28	3.750%	\$90.67	\$90.67
*1001	11/29/2006	UNCNS	\$8,625.28	\$3,745.46	\$3.46	3.750%	\$59.47	\$59.47

Outstanding interest accrued as of 05/04/2019

*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
06/08/2019	\$7.50	

ADDITIONAL LOAN DETAILS

See below for the Current Owner and Repayment Term for each loan listed.

Loan Sequence	Date Disbursed	Loan Program	Current Owner	Repayment Term
*1002	11/29/2006	SUBCNS	CIT EDUCATION LOAN T	240
*1001	11/29/2006	UNCNS	CIT EDUCATION LOAN T	240

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.

Account Number:

Due Date:

Total Amount Due:

92 5529 5461

05/25/2019

\$

\$150.14

2019124019255295461100001501400000000000000

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AMERICAN EDUCATION SERVICES P.O. BOX 65093 BALTIMORE, MD 21264-5093



#BWNDHKB #B612 1327 2505 04L6# SHERRY STERN 9302 EAGLES LNDG MAGNOLIA TX 77354-6865

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	\$30.48
Principal Satisfied	\$119.66

As of today, you've paid on your loans	\$14,863.86
Total Interest Satisfied	\$4,616.64
Total Principal Satisfied	\$10,247.22

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

May 14, 2019

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

Re:

Winnie Stowell Hospital District; Billable Invoice for February 2019 Time Entries less Retainer; Our File No. 87250.

Dear President Murrell,

Attached, please find Benckenstein & Oxford's monthly time entry invoice for January 2019. This invoice is for 23,400.00 but the amount due is \$22,400.00 after reducing the invoice by \$1,000.00 for the monthly retainer already paid.

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 \$23,400.00 representing the balance owed for February 2019.

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

May 14, 2019

INVOICE #:

49257 **HOIV**

Billed through:

February 28, 2019

Client/Matter #: WSHD

87250

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

Winnie-Stowell Hospital District RE:

PROFESSIONAL SERVICES RENDERED

INOIDS	DIOITIE		
02/01/19	HOIV	Reviewed agreement for Insured Cash Sweep Accounts; Public Funds Investment Act; the District's Investment Policy; and researched whether Sweep Accounts were being utilized by other political subdivisions in the State of Texas.	3.50 hrs
02/01/19	HOIV	Exchanged four (4) e-mails with auditor to discuss collateral requirements and whether Sweep Account Agreements satisfy the statutes.	0.60 hrs
02/01/19	HOIV	Read, reviewed, and responded to four e-mails with LTC to discuss the QIPP pool size; analyzed spreadsheet prepared by LTC to determine the impact of the increased pool size on the District's IGT, income, and expenses.	2.30 hrs
02/01/19	HOIV	Exchanged two e-mails with staff confirming forms for DY8, IGT 1 were properly submitted.	0.20 hrs
02/04/19	HOIV	Conference call with Allegiance Bank, Steve Lucas, to discuss ICS Sweep Agreements and collateral requirements for the District to be in compliance with the Public Funds Investment Act; and exchanged two e-mails regarding the same.	0.60 hrs
02/04/19	HOIV	Received distribution reconciliation for QIPP Year 2, Qtr. 1, Component 2, 3, lapse from LTC; reviewed and analyzed the spreadsheet and exchanged seven (7) e-mails with LTC and Staff discussing the calculations, category of funds received, and Management Agreement provisions to recoup unpaid IGT funds from the second quarter's Component 2, 3, and lapsing fund payment.	.3.40 hrs
02/04/19	HOIV	Exchanged twenty-four (24) e-mails with Managers regarding the reconciliation of QIPP Year 1, Qtr. 1, Component 2, 3 and Lapsing funds and responding to questions relating to Component 1 "hold back" (i.e., money owed to Managers for half of water fall Component 1 payments from prior QIPP periods) funds owed to the Mangers; reviewed calculations and payment spreadsheets provided by THHSC and LTC to verify payments didn't include Component 1 hold back funds.	2.90 hrs
02/04/19	HOIV	Exchange six (6) e-mails with staff, LTC and HMG regarding the status of the Cigna-HealthSpring QIPP ACH payments.	0.60 hrs
02/05/19	HOIV	Received correspondence from counsel for Luciana Hutchings giving notice of settled lawsuit and requesting lien payoff amount; participated in	1.80 hrs

Client-	WSHD	87250 Invoice # 49257	PAGE
		conference call call with counsel for Ms. Hutchings; and exchanged nine (9) e-mail with staff and Hospital regarding the request.	
02/05/19	HOIV	Received and reviewed payment report from staff for QIPP Year 2, Qtr. 1 Component 2, 3, and Lapsing Funds and excess funds; and exchanged four (4) e-mails with staff regarding outstanding funds and notice to Managers.	0.70 hrs
02/06/19	HOIV	Exchanged seven e-mails with Caring Healthcare and LTC regarding Component 1 holdback funds and the lack of a distribution of these funds by the District.	0.80 hrs
02/06/19	HOIV	Conference call with Caring Healthcare regarding use of sales tax exemption.	0.40 hrs
02/06/19	HOIV	Researched criteria for Licensed Professional Counselors ("LPCs") and participated in conference calls with local providers to discuss the District's youth counseling program; criteria for LPCs; and recommendations of LPCs.	2.70 hrs
02/07/19	HOIV	Researched Request for Qualifications and prepared a draft Request for Youth Counseling and and modified the District's existing Agreement for Healthcare Services.	4.80 hrs
02/07/19	HOIV	Exchanged four (4) e-mails and two conference calls with LTC and Caring Healthcare regarding changing their account information for Monument Hill so that the facility could receive direct deposits.	0.70 hrs
02/07/19	HOIV	Began research of sales tax exemption statutes and opinion regarding the utilization of the exemption by governmental entities and component entities.	2.70 hrs
02/07/19	HOIV	Exchanged six (6) e-mails with counsel for Luciana Hutchings and counsel for Riceland regarding Hospital lien for services provided to Mrs. Hutchings resulting from automobile accident.	0.60 hrs
02/08/19	HOIV	Researched Texas Sales Tax exemption statutes; opinions on sales tax exemptions and drafted e-mail to managers expressing potential issues if the District's sales tax exemption was utilized.	6.00 hrs
02/11/19	HOIV	Continued researching sales tax exemptions and prepared e-mail to Board summarizing research and plan to move address the matter.	3.50 hrs
02/11/19	HOIV	Exchanged eight (8) e-mails with counsel for Luciana Hutchings and counsel for Riceland to clarifying the roles of the Hospital District and Hospital to explain why the Hospital is the appropriate entity to negotiate liens, if any.	0.80 hrs
02/11/19	HOIV	Prepared e-mail to Board updating them on information received on Request for Qualifications and Licensed Professional Counselors.	0.60 hrs
02/11/19	HOIV	Received and reviewed spreadsheet and corresponding e-mail regarding QIPP Year 1, IGT Component 1 Reconciliation Payment; and exchanged eleven (11) e-mails with LTC, the District's CPA, and Staff regarding the status of the payments; reconciliation of funds; and distribution of the payments.	3.70 hrs
02/12/19	HOIV	Conference call with Post Oak Bank regarding "right of offsets" and performed brief research on the concept before preparing e-mail to the District's Auditor for his thoughts on whether a right of offset satisfies the Texas Public Funds Investment Act.	2.80 hrs

Client-	WSHD	87250 Invoice # 49257	PAGE
02/12/19	HOIV	Prepared and circulated draft agenda for the upcoming February 20, 2019 meeting	0.20 hrs
02/12/19	HOIV	Received and reviewed e-mail from staff with spreadsheet providing the status of Year 1 Component 1 excess funds; and Exchanged four (4) e-mails with staff and the District's CPA regarding the cash flow to distribute the funds once they have all been received.	0.70 hrs
02/13/19	HOIV	Prepared formal student loan policy and checklist for staff.	1.50 hrs
02/13/19	HOIV	Participated in conference call with staff and exchanged two (2) e-mails with Caring Healthcare regarding QIPP 1 Reconciliation funds that were incorrectly deposited into the Marshal Manor DACA account by Managed Care Company.	0.60 hrs
02/13/19	HOIV	Prepared QIPP 1 Reconciliation spreadsheet to be used by staff.	0.40 hrs
02/13/19	HOIV	Reviewed Personnel Policy and made suggested changes for the Board to consider regarding comp time; carry forward time; and payment for unused comp time; and merged the policy to present the changes to the Personnel Committee.	3.30 hrs
02/13/19	HOIV	Received and reviewed proposed ICS Sweep agreement and supporting documents from Allegiance Bank to secure the District's funds at the bank.	0.70 hrs
02/14/19	HOIV	Reviewed payments sheets for Component 2, 3 and Lapsing funds and spreadsheet calculating the amount of funds to remain in Interbank pursuant to Third Amended Transfer Policy; and drafted e-mails to staff and Lender's counsel to confirm amounts to be transferred and to receive authority to make the transfer.	1.80 hrs
02/14/19	HOIV	Conference call with Post Oak Bank and drafted e-mail to Finance Committee regarding the ICS Programs for both Post Oak Bank and Interbank that explained the program, the costs, and interest accured.	1.40 hrs
02/14/19	HOIV	Began drafting minutes for January 16, 2019 Regular Meeting and January 31, 2019 Special Meeting.	2.70 hrs
02/14/19	HOIV	Exchanged six (6) e-mails with Lender to verify the Third Amended Transfer policy was being executed properly.	0.70 hrs
02/14/19	HOIV	Exchanged six (6) e-mails with Caring Healthcare regarding the status of the excess Component 1 payments for Year 1 that are to split between the District and Nursing Facilities.	0.50 hrs
02/14/19	HOIV	Conference call with LTC Group to discuss Salt Creek e-mail with Salt Creek's interpretation of the District's Third Amended Transfer Policy.	0.40 hrs
02/15/19	HOIV	Continued drafting set of minutes for January 16, 2019 Regular Meeting and January 31, 2019 Special Meeting.	5.40 hrs
02/18/19	HOIV	Conference call with staff and Caring Healthcare regarding IGT reconciliation payments.	0.70 hrs
02/18/19	HOIV	Receipt of e-mail from Board member regarding Hospital reports and participated in a conference call with Hospital employees to verify	0.40 hrs

Client-	WSHD	87250 Invoice # 49257	PAGE
		information will be available at the upcoming meeting.	
02/18/19	HOIV	Exchanged five (5) e-mails with staff, LTC, and HMG regarding the status of outstanding Year 1, Component 1 excess funds.	0.40 hrs
02/19/19	HOIV	Read, reviewed, and responded to eight (8) e-mails between LTC, staff, and Managers regarding a procedure to correct the deposit of Year 1, Component 1 Reconciliation funds in the Managers' accounts.	1.00 hrs
02/19/19	HOIV	Researched cost report availability on the internet and participated in conference call with New Light to discuss measurable for hospitals.	2.30 hrs
02/20/19	HOIV	Assisted staff with preparation of documents and Board binder for February 2019 Regular Meeting.	3.50 hrs
02/20/19	HOIV	Received and reviewed updated spreadsheet that included the QIPP Year 2, Qtr. 1 Component 2, 3, and Lapsing fund and Year 1 Component 1 Reconciliation payments; modified the spreadsheet to create summaries for the Board to review at the upcoming meeting.	2.70 hrs
02/20/19	HOIV	Prepared e-mail to counsel for Senior Living regarding sales tax excemption and requested his opinion on whether it was appropriate for Managers to utilize the exemption.	0.70 hrs
02/20/19	HOIV	Worked with staff to update District's Treasurer's report in order to make sure all the QIPP payments and expenses were included.	1.70 hrs
02/21/19	HOIV	Conference call with Steve Lucas of Allegiance Bank regarding the District's collateral requirements for all of their accounts; and drafted extensive e-mail to the Board explaining the issues, concerns, and solution to the problem of encumbering the District's nursing home accounts.	1.80 hrs
02/21/19	HOIV	Prepared Hospital Cost Report Comparison for 2016 and 2017; and drafted e-mail to Board providing an analysis of the cost report and explained the anticipated Uncompensated Care payments for DY8 based on the cost report analysis.	2.60 hrs
02/21/19	HOIV	Received e-mail and spreadsheet for QIPP Year 1 Adjustment 1a; reviewed the spreadsheet; and exchanged five (5) e-mails with staff and LTC to understand the basis for the payment.	1.20 hrs
02/21/19	HOIV	Received and reviewed Notification Regarding Annual Direct Data Entry (DDE) Recertification from Caring Healthcare for Garrison; and five (5) e-mails with Caring Healthcare regarding the process of re-certifying the facility with CMS.	0.70 hrs
02/21/19	HOIV	Prepared press release for Licensed Professional Counsel and made revisions to Request for Qualifications following the Board meeting; and submitted the Press Release and revisions to the Board in an e-mail.	1.80 hrs
02/25/19	HOIV	Researched Texas Government Code and Attorney General Opinions regarding using the Federal Home Loan Bank as a guarantor of the District funds; reviewed the proposed agreement by the Federal Home Loan Bank, Allegiance, and the District; and drafted e-mail to client advising of new option to comply with the Public Funds Investment Act.	2.20 hrs

Client-	WSHD	87250 Invoice # 49257	PAGE	5
02/25/19	HOIV	Exchanged six (6) e-mails with local newspapers requesting they publish the District's press release for a Licensed Professional Counselor.	0.60 hrs	
02/25/19	HOIV	Prepared e-mails to provide Licensed Professional Counselors that have expressed interest in the District's position with the Request for Qualifications.	0.40 hrs	
02/25/19	HOIV	Prepared e-mail to Board providing the Directors with the final press release and Request for Qualification for the Districts Licensed Professional Counselor and notifying them of the posting of the position on Indeed.com	0.80 hrs	
02/26/19	HOIV	Read, reviewed, and responded to six (6) e-mails from local newspapers to approve the proposed advertisements for the Licensed Professional Counselor's Request for Qualifications	0.50 hrs	
02/26/19	HOIV	Exchanged five (5) e-mails with staff and District's CPA regarding the payment to the District Administrator for her unused comp time.	0.30 hrs	
02/28/19	HOIV	Exchanged three (3) e-mails with LTC Group regarding the QIPP Year 1a Adjusted Component 1 payment and the basis for the payment.	0.30 hrs	
		Total fees for this matter	\$23,400.00)

BILLING SUMMARY:

Oxford, IV Hubert 93.60 hrs @ \$250.00 /hr \$23,400.00

TOTAL FEES \$23,400.00

TOTAL CHARGES FOR THIS INVOICE \$23,400.00

RETAINER \$1,000.00 CR

TOTAL BALANCE NOW DUE

\$22,400.00

Federal ID# 74-1646478

Invoice Terms: Net 10 Days Upon Receipt
Please Reference Invoice Number on Your Check

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

May 13, 2019

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

Re: Invoice and Draft Minutes for Public Hearing and Regular Meeting Minutes for the April 17, 2019 Regular Meeting; April 24, 2019 Emergency Meeting; and the May 10, 2019 Special Meeting; Our File No. 87250.

Dear President Murrell,

Attached, please find the draft Public Hearing and Regular Meeting Minutes for the April 17, 2019 Regular Meeting; April 24, 2019 Emergency Meeting; and the May 10, 2019 Special 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 April 2019. We would request that you put this invoice in line for payment at the May 10, 2019 Regular meeting and we will give the District credit for the \$1,000.00 payment when we invoice the District for April 2019.

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

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

05/14/2019

Invoice # 21190

Professional Services

05/13/19 3-6-19 Payroll review. .25 Hrs. 3-11-19 Review Payroll Tax EFTPS Deposit. .25 Hrs. 3-19-19 Review Quickbooks balances and bank recs. 3.25 Hrs. 3-20-19 Review QIPP Funds and reconcile. 2.00 Hrs. 3-20-19 Run reports, Prep for and attend meerting, 3.00 Hrs. 4-2-19 Discuss Texas Comptroller Report. .75 Hrs. 4-2-19 Review Payroll .25 Hrs. 4-9-19 Review EFTPS deposit. .25 Hrs. 4-16-19 Review Balances and review bank recs. 2.75 Hrs. 4-16-19 Make adjustments and run reports. 2.00 Hrs. 4-22-19 Review and discuss potential bank fraud. Calculate O/S items and balance necessary to cover O/S items. 1.25 Hrs. 4-24-19 Attend special meeting to open new bank operating account. 1.50 Hrs. TOTAL HOURS 17.50 @ \$125.00 = \$2,187.50

For professional services rendered

\$2,187.50

Amount

2,187.50



0007944804800003606 Corporate Number Account Number Statement Closing Date

Days This Period \$20.00 (+) FINANCE CHARGES Payment Amount Due 05/25/2019 (=) New Ending Balance Payment Due Date AUTO PAY

0004054699990003606 Previous Account Balance 04/30/2019 (-) Payments and Credits 30 (+) Purchases and Debits \$1,282.11 \$1,282.11 \$47.83

\$0.00

\$47.83

\$10,000.00

Credit Limit: \$9,952.17 Available Credit:

Page 1 of 2

ACCOUNT SUMMARY			
WINNIE STOWELL HOSPITAL		Interest YTD	\$0.00
PO BOX 1997	RECEIVED	Cycle Days	30
WINNIE TX 77665-1997	11111 0 - 000	Total Number of Disputes	0
	MAY 0 9 2019	Total Amount of Disputes	\$0.00
		Total Amount Past Due:	\$0.00

Questions? View your account information online at www.prosperitybankusa.com or call our Customer Service Center toll free at 1-855-340-8771 or 1-301-945-5745.

Send Billing Inquiries and Correspondence to: Card Services, P.O. Box 183258, Columbus, OH 43218-3258.

Mail Payments to: Prosperity Bank, Department #350, P O Box 21228, Tulsa, Ok 74121-1228.

Plan ID	Plan Description	Previous Balance	Puro D	thases/ ebits	Payments/ Credits	FINANCE CHARGE	Current Balance
10001	CASH ADVANCE PLAN	\$0.00	\$4	0.00	\$0.00	\$0.00	\$0.00
10002	PURCHASE PLAN	\$1,282.11		7.83	\$1,282.11	\$0.00	\$47.83
10003	BALANCE TRANSFER	\$0.00		0.00	\$0.00	\$0.00	\$0.00
Plan ID	Plan Description	Transfer In	Transfer Out	Minimum Payment	Avg Daily Balance	Base Rate	Actuarial APR
10001	CASH ADVANCE PLAN	\$0.00	\$0.00	\$0.00		.099000	9.90%
10002	PURCHASE PLAN	\$0.00	\$0.00	\$20.00		.099000	9.90%
10003	BALANCE TRANSFER	\$0.00	\$0.00	\$0.00		.099000	9.90%

TEAR OFF THIS PAYMENT STUB AND MAIL WITH YOUR CHECK OR MONEY ORDER TO THE ADDRESS BELOW.

Check this box to indicate any ADDRESS CHANGES detailed on back.

PROSPERITY BANK 402 CYPRESS ST. SUITE 100 ABILENE, TX 79601-5123

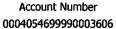


ACCOUNT NUMBER	PAYMENT DUE DATE	PLEASE WRITE TOTAL AMOUNT
0004054699990003606	AUTO PAY	ENCLOSED
NEW BALANCE	AMOUNT DUE	
\$47.83	\$20.00	\$

MAKE CHECK PAYABLE TO:

>000184 F3518P4 0007 087050 F0X WINNIE STOWELL HOSPITAL PO BOX 1997 WINNIE TX 77665-1997

PROSPERITY BANK DEPARTMENT #351 P.O. BOX 21228 TULSA, OK 74121-1228



Page 2 of 2





Important Messages

A PAYMENT OF \$47.83 WILL BE TAKEN FROM YOUR SAVINGS/CHECKING ACCOUNT ****4431 ON 05/25/2019 THANK YOU FOR CHOOSING PROSPERITY BANK FOR YOUR CREDIT CARD NEEDS.

TRANSAC	TIONS T	HIS BILLING PERIOD	n and so an Anna and a share and a state of the state of	Andreas Alberta de la Angresia de l
Transaction Date	Posting Date	Reference Number	Transaction Description	\$ Amount
			TRANSACTIONS	
Account Level				
04/25	04/25	19999999980425995371540	ACH PAYMENT - THANK YOU	\$1,282.11-
Card Number	Ending in 17	770		
04/01	04/02	VT190922480000010000446	GOOGLE *GSUITE_wshd-tx cc@google.com CA	\$31.62+
04/06	04/07	VT190973877000010001377	ADOBE *ACROPRO SUBS 800-833-6687 CA	\$16.21+

2019 Total Year-to-Date

Total fees charged in 2019

\$0.00

Total interest charged in 2019

\$0.00

のない

Spectrum BUSINESS

May 5, 2019

Invoice Number: Account Number:

0121119050519 **8260 17 029 0121119**

Security Code:

1931

Service At: 538 BROADWAY

WSHD RM

WINNIE TX 77665-7600

Contact Us

Visit us at business.twc.com Or, call us at 1-866-519-1263

Summary Service from 05/05/19 through 06/04/19 details on following pages	,
Previous Balance	202.06
Payments Received -Thank You!	-202.06
Remaining Balance	\$0.00
Spectrum Business™ Internet	104.98
Spectrum Business™ Voice	89.98
Taxes, Fees and Charges	7.10
Current Charges	\$202.06
YOUR AUTO PAY WILL BE PROCESSED 05/22/19	
Total Due by Auto Pay	\$202.06

Auto Pay Notice

SPECTRUM BUSINESS NEWS

NOTE. Taxes, Fees and Charges listed in the Summary only apply to Spectrum Business TV and Spectrum Business Internet and are detailed on the following page. Taxes, Fees and Charges for Spectrum Business Voice are detailed in the Billing Information section.

The Spectrum Business Service Agreement will be updated on or after June 23, 2019. To obtain a copy, visit business.spectrum.com/terms or call 888-692-8635 to request a paper copy.

TV is a great way to entertain patients, clients, or guests at your business. Now, you can get over 45 channels for only \$24.99/mo for one year. Plus, you'll save even more with FREE HD and local channels! This exclusive offer is only available to small business owners for a limited time, so call 1-855-287-1159 today.

RECEIVED

Thank you for choosing Spectrum Business.

We appreciate your prompt payment and value you as a customer.

Auto Pay. Thank you for signing up for auto pay. Please note your payment may be drafted and posted to your Spectrum Business account the day after your transaction is scheduled to be processed by your bank.

Spectrum-BUSINESS

4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652 8260 1700 NO RP 05 05062019 NNNNNNN 01 009017 0028

WINNIE STOWELL HOSPITAL WSHD RM PO BOX 1997 WINNIE TX 77665-1997

լենգիցներկայիկ գերերգի անկարկին թերին

May 5, 2019

WINNIE STOWELL HOSPITAL

Invoice Number: 0121119050519
Account Number: 8260 17 029 0121119
Service At: 538 BROADWAY

WSHD RM

WINNIE TX 77665-7600

Total Due by Auto Pay

\$202.06

Exhibit "D"

Clients:
Children Counseled:
Summary by Facility
Winnie Community Hospital
Pharmacy
Brookshire Brothers Pharmacy Corp
Brookshire Brothers Pharmacy Med
Wilcox Pharmacy
Pharmacy Total
UTMB
UTMB Hospital
UTMB Physician Services
UTMB Total
Youth Counseling
Grand Totals

April			
80			
Billed Amount	Medicaid Rate	% of Services	Actually Paid
\$60,720.80	\$24,985.53	76.02%	\$0.00
\$7,491.93	\$6,871.12	20.91%	\$6,871.12
\$11.90	\$11.90	0.04%	\$11.90
\$1,521.26	\$996.56	3.03%	\$996.56
\$9,025.09	\$7,879.58	23.98%	\$7,879.58
		0.00%	\$0.00
		0.00%	\$0.00
\$0.00	\$0.00	0.00%	\$0.00
		0.00%	\$0.00
\$69,745.89	\$32,865.11		\$7,879.58

Year to Date			
Billed Amount	Medicaid Rate	% of Services	Actually Paid
\$302,977.52	\$124,310.78	67.73%	\$0.00
\$29,465.40 \$59.20	\$26,561.13 \$8.50	14.47% 0.00%	\$26,561.13 \$59.20
\$8,752.40 \$38,277.00	\$6,121.46 \$32,691.09	3.34% 17.81%	\$6,121.46 \$32,741.79
\$59,571.05	\$20,291.29	11.06%	\$20,291.29
\$18,611.00 \$78,182.05 \$0.00	\$6,241.29 \$26,532.58 \$0.00	3.40% 14.46% 0.00%	\$6,241.29 \$26,532.58 \$0.00
\$419,436.57	\$183,534.45	0.0070	\$59,274.37

Summary by Service Provided

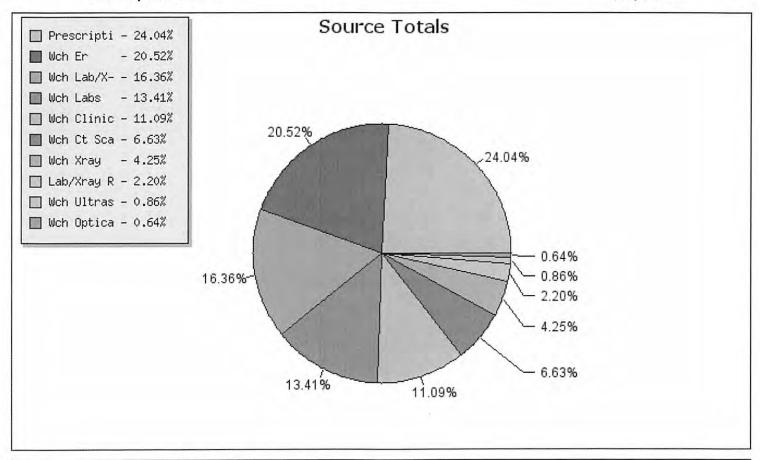
Prescription Drugs	\$69,745.89	\$32,865.11	56.90%	\$32,865.11
WCH Clinic	\$8,864.60	\$3,634.49	6.29%	\$0.00
WCH ER	\$16,404.00	\$6,725.64	11.64%	\$0.00
WCH Inpatient	\$0.00	\$0.00	0.00%	\$0.00
WCH Observation	\$0.00	\$0.00	0.00%	\$0.00
WCH Outpatient Surgery	\$0.00	\$0.00		\$0.00
WCH Labs	\$10,719.00	\$4,394.79	7.61%	\$0.00
WCH Physical Therapy	\$0.00	\$0.00	0.00%	\$0.00
WCH Ultrasound	\$689.00	\$282.49	0.49%	\$0.00
WCH Lab/Xray	\$13,080.00	\$5,362.80	9.28%	\$0.00
WCH CT Scan	\$5,297.00	\$2,171.77	3.76%	\$0.00
WCH Xray	\$3,395.20	\$1,392.03	2.41%	\$0.00
WCH Optical Specialist	\$514.00	\$210.74	0.36%	\$0.00
Lab/Xray readings	\$1,758.00	\$720.78	1.25%	\$0.00
UTMB Outpatient	□		0.00%	\$0.00
UTMB Anesthesia			0.00%	\$0.00
UTMB Physician Services			0.00%	\$0.00
Youth Counseling	\$0.00		0.00%	\$0.00
Grant Totals	\$130,466.69	\$57,760.64		\$32,865.11

\$98,997.80	\$57,727.32	27.69%	\$57,727.32
\$43,388.72	\$17,789.38	8.53%	\$0.00
\$121,976.00	\$50,010.16	23.99%	\$0.00
\$0.00	\$0.00	0.00%	\$0.00
\$10,641.00	\$4,362.81	2.09%	\$0.00
\$0.00	\$0.00	0.00%	\$0.00
\$31,528.00	\$12,926.48	6.20%	\$0.00
\$3,731.00	\$1,529.71	0.73%	\$0.00
\$689.00	\$282.49	0.14%	\$0.00
\$49,992.00	\$20,496.72	9.83%	\$0.00
\$5,297.00	\$2,171.77	1.04%	\$0.00
\$24,128.80	\$9,892.80	4.75%	\$0.00
\$2,920.00	\$1,197.20	0.57%	\$0.00
\$8,686.00	\$3,561.26	1.71%	\$0.00
\$59,571.05	\$20,291.29	9.73%	\$20,291.29
\$1,830.00	\$1,455.00	0.70%	\$1,455.00
\$16,781.00	\$4,786.29	2.30%	\$4,786.29
\$0.00	\$0.00	0.00%	\$0.00
\$480,157.37	\$208,480.68		\$84,259.90

Issued 05/14/19

Prescription Drugs	24.04%	\$7,879.58
Wch Er	20.52%	\$6,725.64
Wch Lab/X-Ray	16.36%	\$5,362.80
Wch Labs	13.41%	\$4,394.79
Wch Clinic	11.09%	\$3,634.49
Wch Ct Scan	6.63%	\$2,171.77
Wch Xray	4.25%	\$1,392.03
Lab/Xray Readings	2.20%	\$720.78
Wch Ultrasound	0.86%	\$282.49
Wch Optical Specialist	0.64%	\$210.74

Total Expenditures \$32,775.11



Entry Statistics for Entry Dates 04/01/2019 through 04/30/2019

Clients Entered	6
Rapid Reg. Entered	6
Vendors Entered	0
Worksheets Entered	18
Invoices Entered	121

Issued 05/14/19

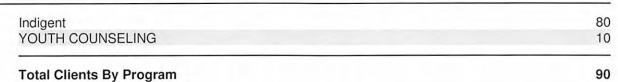
Dashboard Report

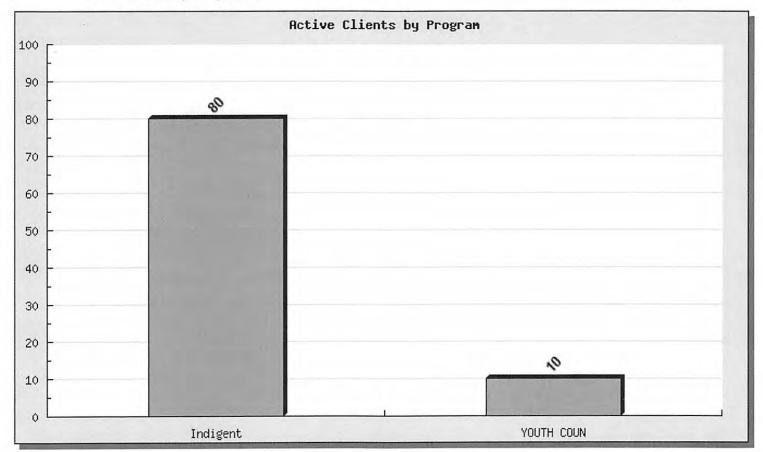
Winnie Stowel Hospital District Indigent Healthcare Services

Void Statistics for Void Dates 04/01/2019 through 04/30/2019

Clients Voided	
Vendors Voided	
Rapid Reg. Voided	(
Invoices Voided	

Active Clients by Program for Eligibility Dates 04/01/2019 through 04/30/2019





Appointments Scheduled by Type for Appointment Dates 04/01/2019 through 04/30/2019

New Appointment	6
Renewal	12
Total Appointments Scheduled	18

Source Totals Report
Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 04/30/2019 through 04/30/2019
For Vendor: All Vendors

Source	Description		Amount Billed	Amount Paid
02	Prescription Drugs		9,025.09	7,879.58
21	Wch Clinic		8,864.60	3,634.49
24	Wch Er		16,404.00	6,725.64
25	Wch Lab/X-Ray		13,080.00	5,362.80
26	Wch Ct Scan		5,297.00	2,171.77
27	Wch Labs		10,719.00	4,394.79
28	Wch Xray		3,395.20	1,392.03
29	Wch Ultrasound		689.00	282.49
40	Wch Optical Specialist		514.00	210.74
44	Lab/Xray Readings		1,758.00	720.78
		enditures mb/Adjustments	69,745.89	32,775.11
	Gra	nd Total	69,745.89	32,775.11

Source Totals Report Detail nvoice #	Source	DOS	Amount Billed	Amount Paid	
036-2942*18651*89	02	04/24/2019	389.93	306.35	
036-3363*65460*14	02	04/12/2019	138.00	138.00	
1011*65460*34	02	04/18/2019	187.47	187.47	
1040*18651*27	02	04/22/2019	27.67	19.81	
1066*65460*7	02	04/15/2019	42.34	42.34	
1093*18651*9	02	04/30/2019	25.00	25.00	
1105*65460*3	02	04/15/2019	22.74	22.74	
1132*65460*1	02	04/16/2019	26.66	26.66	
036-2749*65460*42	02	04/22/2019	25.00	25.00	
036-2749*65460*42	02	04/30/2019	13.83	9.33	
1011*1002*9	02	04/08/2019	8.50	8.50	
1011*1002*9	02	04/15/2019	3.40	3.40	
1055*65460*10	02	04/12/2019	280.88	280.88	
1055*65460*10	02	04/23/2019	19.21	19.21	
1081*65460*8	02	04/26/2019	12.00	12.00	
1081*65460*8	02	04/26/2019	120.77	120.77	
1095*18651*7	02	04/29/2019	48.60	24.11	
1095*18651*7	02	04/24/2019	56.11	45.21	
1098*65460*12	02	04/30/2019	6.36	6.36	
1098*65460*12	02	04/08/2019	27.39	27.39	
1102*18651*6	02	04/17/2019	294.63	138.36	
1102*18651*6	02	04/17/2019	89.36	43.31	
1114*65460*5	02	04/01/2019	1,326.56	1,123.78	
1114*65460*5	02	04/01/2019	518.37	436.81	
1124*65460*5	02	04/05/2019	13.01	13.01	
1124*65460*5	02	04/05/2019	8.63	8.63	
1137*65460*2	02	04/05/2019	26.66	26.66	
1137*65460*2	02	04/18/2019	9.56	8.71	
1138*65460*1	02	04/09/2019	37.68	24.57	
1138*65460*1	02	04/09/2019	6.62	6.62	
036-2547*65460*11	02	04/02/2019	598.89	505.26	
036-2547*65460*11	02	04/02/2019	110.67	110.67	
036-2547*65460*11	02	04/02/2019	31.69	31.69	

036-2783*18651*95		02	04/24/2019	25.00	25.00
036-2783*18651*95		02	04/24/2019	50.00	50.00
036-2783*18651*95		02	04/24/2019	50.00	39.84
036-3217*65460*32		02	04/26/2019	55.47	55.47
036-3217*65460*32	TRANSPORT OF THE PARTY OF THE P	02	04/29/2019	13.75	13.75
036-3217*65460*32		02	04/29/2019	45.50	45.50
1024*65460*30		02	04/04/2019	7.67	7.67
1024*65460*30		02	04/15/2019	75.14	75.14
1024*65460*30		02	04/18/2019	12.00	12.00
1025*65460*13		02	04/04/2019	17.93	11.85
1025*65460*13		02	04/04/2019	37.68	24.57
1025*65460*13		02	04/04/2019	25.00	25.00
1038*65460*29		02	04/01/2019	15.00	15.00
1038*65460*29		02	04/01/2019	231.00	231.00
1038*65460*29		02	04/26/2019	145.83	145.83
1075*18651*14		02	04/12/2019	46.14	25.02
1075*18651*14		02	04/12/2019	50.39	25.00
1075*18651*14		02	04/22/2019	58.90	25.00
1091*65460*14		02	04/01/2019	541.00	456.05
1091 65460 14		02	04/01/2019	19.50	19.50
1091*65460*14		02	04/02/2019	10.96	10.75
1107*65460*8		02	04/01/2019	29.40	29.40
1107 65460 8		02	04/01/2019	8.78	4.65
1107 65460 8		02	04/25/2019	9.78	4.65 9.78
1110*18651*8		02	04/25/2019	9.76 9.77	9.76 4.27
1110*18651*8		02	04/19/2019	75.61	36.94
1110*18651*8		02	04/16/2019	78.68	38.36
1116*65460*6		02	04/02/2019	85.92	69.23
1116*65460*6		02	04/02/2019	85.92	69.23
		02	04/11/2019	85.92	69.23
1116*65460*6	ye usa ngganisan			26.66	196
1117*65460*4		02	04/10/2019		26.66
1117*65460*4		02	04/23/2019	82.94	82.94
1117*65460*4		02	04/23/2019	24.00	24.00
1120*65460*3		02	04/04/2019	56.90	56.90
1120*65460*3		02	04/19/2019	56.90	56.90
1120*65460*3		02 02	04/19/2019	28.70	28.70
1121*65460*3			04/12/2019	13.37	13.37
1121*65460*3		02	04/12/2019	7.59	7.59
1121*65460*3		02	04/12/2019	10.00 12.00	10.00
1123*65460*5		02	04/02/2019		12.00
1123*65460*5		02	04/02/2019 04/02/2019	160.89 76.11	160.89 76.11
1123*65460*5		02			
1134*65460*2		02	04/08/2019 04/10/2019	93.57 104.08	93.57 104.08
1134*65460*2		02	the same of the contract of th		
1134*65460*2		02	04/10/2019	155.34	128.24
036-2458*65460*2		02	04/03/2019	6.36 18.37	6.36 18.37
036-2458*65460*2		02	04/11/2019		
036-2458*65460*2		02	04/25/2019	6.08	6.08
036-2458*65460*2	Park Court Section 1	02	04/25/2019	25.00 54.86	25.00 54.86
036-3364*18651*61		02	04/24/2019	54.86 42.61	21.19
036-3364*18651*61		02	04/24/2019		
036-3364*18651*61		02	04/24/2019	24.00	24.00
036-3364*18651*61		02	04/24/2019	24.00	24.00
1096*65460*11		02	04/09/2019	22.85	22.85
1096*65460*11		02	04/24/2019	28.91	28.91
1096*65460*11		02	04/24/2019	6.10	6.10
1096*65460*11	•	02	04/24/2019	15.00	15.00
1131*65460*2		02	04/01/2019	26.31	26.31
1131*65460*2		02	04/01/2019	14.90	14.90

1131*65460*2		02	04/04/2019		26.31	26.31
1131*65460*2		02	04/04/2019		85.92	69.23
1133*65460*2		02	04/09/2019		29.25	29.25
1133*65460*2		02	04/09/2019		56.96	56.96
1133*65460*2		02	04/09/2019		8.28	8.28
1133*65460*2		02	04/09/2019		39.69	39.69
1019*65460*32		02	04/11/2019		36.32	36.32
1019*65460*32		02	04/11/2019		28.67	28.67
1019*65460*32		02	04/11/2019		6.08	6.08
1019*65460*32		02	04/11/2019		56.96	56.96
1019*65460*32		02	04/11/2019		6.74	6.74
1046*65460*25		02	04/01/2019		13.02	13.02
1046*65460*25		02	04/01/2019		30.84	30.84
1046*65460*25		02	04/01/2019		34.52	34.52
1046*65460*25		02	04/01/2019		33.77	33.77
1046*65460*25		02	04/01/2019		36.32	36.32
1049*65460*25		02	04/04/2019		80.70	80.70
1049*65460*25		02	04/30/2019		6.36	6.36
1049*65460*25		02	04/04/2019		6.36	6.36
1049*65460*25		02	04/30/2019		12.00	12.00
1049*65460*25		02	04/04/2019		42.60	42.60
1106*65460*9		02	04/05/2019		12.00	12.00
1106*65460*9		02 02	04/05/2019 04/16/2019		10.00 6.56	10.00 6.56
1106*65460*9 1106*65460*9		02	04/16/2019		21.26	15.23
1106 65460 9		02	04/16/2019		23.81	10.58
036-2815*65460*21		02	04/01/2019		5.99	5.99
036-2815*65460*21		02	04/01/2019		6.28	5.28
036-2815*65460*21		02	04/05/2019		15.00	15.00
036-2815*65460*21		02	04/01/2019		28.61	28.61
036-2815*65460*21		02	04/01/2019		56.96	56.96
036-2815*65460*21		02	04/01/2019		36.32	36.32
036-3432*65460*39		02	04/06/2019		36.32	36.32
036-3432*65460*39		02	04/06/2019		5.99	5.99
036-3432*65460*39		02	04/06/2019		6.08	6.08
036-3432*65460*39		02	04/06/2019		30.00	30.00
036-3432*65460*39		02	04/24/2019		27.58	27.58
036-3432*65460*39		02	04/16/2019		10.25	10.25
1140*65460*1		02	04/09/2019		59.85	59.85
1140*65460*1		02	04/09/2019		19.50	19.50
1140*65460*1		02	04/09/2019		12.00	12.00
1140*65460*1		02	04/09/2019		11.99	11.99
1140*65460*1		02	04/09/2019		14.99	14.99
1140*65460*1		02	04/09/2019		19.80	19.80
1141*65460*1		02	04/17/2019		10.96	10.75
1141*65460*1		02	04/17/2019		7.32	7.32
1141*65460*1		02	04/17/2019		10.00	10.00
1141*65460*1		02	04/17/2019		7.18	7.18
1141*65460*1		02	04/17/2019		13.67	13.67
1141*65460*1		02	04/17/2019		5.76	4.19
1141*65460*1		02	04/18/2019		6.50 26.66	6.50
1141*65460*1		02	04/18/2019	,		26.66
48 invoices, 144 line item	s				9,025.09	7,879.58
036-2475*63057*33		21	04/01/2019		158.00	64.78
036-2749*63057*28		21	02/02/2019		103.00	42.23
036-3213*63057*11		21	04/09/2019		336.00	137.76
036-3217*63057*18		21	04/29/2019		236.00	96.76

1049*63057*15			21		04/04/2019	295.00	120.95
1098*63057*7			21		04/08/2019	158.00	64.78
1105*63057*3			21		04/15/2019	158.00	64.78
1106*63057*7			21		04/05/2019	236.00	96.76
1096*63057*13			21		04/09/2019	158.00	64.78
			21		04/09/2019	236.00	96.76
1096*63057*13			21			158.00	64.78
1117*63057*4					04/23/2019		
1117*63057*4			21		04/26/2019	236.00	96.76
1038*63057*15			21		03/18/2019	49.60	20.34
1131*63057*2			21		04/01/2019	566.00	232.06
1131*63057*2			21		04/04/2019	236.00	96.76
1143*63057*1			21		04/25/2019	356.00	145.96
1134*63057*2			21		04/10/2019	236.00	96.76
036-2458*63057*2			21		04/11/2019	403.00	165.23
1107*63057*8			21		04/23/2019	236.00	96.76
1142*63057*1			21		04/23/2019	236.00	96.76
1140*63057*1			21		04/02/2019	356.00	145.96
1140*63057*1			21		04/03/2019	36.00	14.76
1140*63057*1			21		04/09/2019	236.00	96.76
1140*63057*1			21		04/05/2019	236.00	96.76
036-2547*63057*10			21		04/03/2019	236.00	96.76
036-2547*63057*10			21		04/10/2019	236.00	96.76
1110*63057*3			21		04/03/2019	36.00	14.76
1110*63057*3		10			04/16/2019	493.00	202.13
1137*63057*2			21		04/05/2019	236.00	96.76
1141*63057*1			21		04/12/2019	236.00	96.76
1132*63057*1			21		04/02/2019	236.00	96.76
1132*63057*1			21		04/16/2019	318.00	130.38
1132*63057*1			21		04/23/2019	82.00	33.62
1132*63057*1			21		04/11/2019	236.00	96.76
1132*63057*1			21		04/13/2019	506.00	207.46
1132*63057*1			21		04/14/2019	363.00	148.83
23 invoices, 36 line item	s					8,864.60	3,634.49
1120*62057*1			24		03/27/2019	1 652 00	677.32
1139*63057*1			24 24			1,652.00	553.91
1107*63057*8					04/21/2019	1,351.00	
1138*63057*2			24		04/09/2019	8,203.00	3,363.23
1132*63057*1			24		04/19/2019	5,198.00	2,131.18
4 invoices, 4 line items						16,404.00	6,725.64
1142*63057*1			25		04/12/2019	1,936.00	793.76
1140*63057*1			25		04/02/2019	3,336.00	1,367.76
036-2547*63057*10			25 25		04/03/2019	2,561.00	1,050.01
			25 25		04/03/2019	805.00	330.05
036-2547*63057*10			25 25		04/10/2019	2,756.00	1,129.96
1141*63057*1							-
1132*63057*1			25		04/16/2019	1,686.00	691.26
invoices, 6 line items						13,080.00	5,362.80
1122*63057*4			26		04/22/2019	5,297.00	2,171.77
1 invoices, 1 line items						5,297.00	2,171.77
1 1 1 7 * COOF 7 * 4			27		04/23/2019	1,920.00	787.20
111/0302/4			27		04/26/2019	2,470.00	1,012.70
1117*63057*4 1143*63057*1							
1117 63057 4 1143*63057*1 1140*63057*1			27		04/09/2019	153.00	62.73

Grand Totals				69,745.89	32,775.11
13 invoices, 17 line items	;			1,758.00	720.78
1108*63057*3		44	03/06/2019	45.00	18.45
1108*63057*3		44	03/06/2019	40.00	16.40
1091*63057*12		44	03/07/2019	40.00	16.40
1091*63057*12		44	03/01/2019	45.00	18.45
1128*63057*2		44	03/11/2019	288.00	118.08
1127*63057*3	Th Bue!	44	03/11/2019	50.00	20.50
1111*63057*7		44	03/15/2019	65.00	26.65
036-3067*63057*17		44	03/01/2019	175.00	71.75
036-2783*63057*21		44	03/05/2019	50.00	20.50
1137*63057*2		44	03/28/2019	45.00	18.45
1137*63057*2		44	03/28/2019	65.00	26.65
1138*63057*2		44	03/28/2019	520.00	213.20
1107*63057*8		44	03/28/2019	45.00	18.45
036-2458*63057*2		44	03/07/2019	95.00	38.95
036-2458*63057*2		44	03/07/2019	50.00	20.50
1134*63057*2		44	03/28/2019	95.00	38.95
1131*63057*2		44	03/06/2019	45.00	18.45
•					
2 invoices, 2 line items				514.00	210.74
1095*63057*4		40	05/10/2019	257.00	105.37
1096*63057*13		40	09/19/2018	257.00	105.37
1 invoices, 1 line items				689.00	282.49
1110*63057*3		29	04/22/2019	689.00	282.49
5 invoices, 7 line items				3,395.20	1,392.03
1132*63057*1		28	04/17/2019	1,378.00	564.98 ————
1132*63057*1		28	04/02/2019	487.00	199.67
1141*63057*1		28	04/11/2019	326.00	133.66
1143*63057*1		28	04/25/2019	487.00	199.67
1131*63057*2		28	04/04/2019	326.00	133.66
1131*63057*2		28	04/01/2019	326.00	133.66
1038*63057*15		28	03/18/2019	65.20	26.73
7 invoices, 7 line items				10,719.00	4,394.79
1132*63057*1		27	04/03/2019	4,255.00	1,744.55
1122*63057*4		27	04/22/2019	485.00	198.85
1137*63057*2		27	04/01/2019	153.00	62.73
1110*63057*3		27	04/03/2019	1,283.00	526.03

82 invoices listed. 225 line items listed.

Exhibit "E"

WSHD USE ONLY
Approve
Date
Initials
initials



WINNIE STOWELL HOSPITAL DISTRICT GRANT/SPONSORSHIP POLICY AND PROCEDURES

Policy Statement

The Winnie Stowell Hospital District ("District") recognizes the importance of supporting the healthcare needs of the citizens and organizations residing inside the District. Therefore, it is the policy of the District to sponsor programs, initiatives, activities, projects and other matters that assist in the designated purposes of the District as set forth in Chapters 61, 285, and 286 of the Texas Health and Safety Code. These efforts include but are not limited to increasing the quality and scope of healthcare available to the Citizens of the District and its needy inhabitants by 1) promoting cost effective health care services; 2) ensuring regulatory compliance; 3) marketing the services provided by the District; and 4) providing leadership and management. Additionally, it is the policy of the District to support activities that advance the general welfare of the District and its facilities, including activities that promote the betterment of the District's relationships with organizations that advocate for better healthcare for all the residents inside the District if these activities are in the best interest of the District.

To this end, the District's Directors adopt these policies and procedures so that **all** requests for public funds, except fee for services payments, shall be evaluated to ensure that the District's funds are spent in a manner that achieve the greatest return on its investment by achieving the District's purposes. In addition, each request must be evaluated in the context of the current financial circumstances of the District, and its forecasted needs and resources.

As careful guardians of public funds, the District must carefully consider the requests, the costs of such request, taking care to fund only the most deserving items, at a level that is consistent with the achievement of the District's goals and the prudent financial management of the District's affairs. All contributions made by the District must comply with Article III, Section 52(a) of the Texas Constitution as well as case law or Texas Attorney General Opinions interpreting Article III, Section 52(a).

Consequently, any expenditure of public monies must pass a three-part test developed by Texas courts and the Texas Attorney General to determine if an expenditure of money is constitutional. First, the expenditure must serve a public purpose. Second, the District must receive adequate consideration. Third, there must be adequate controls to ensure that the public purpose will be accomplished. (*See Key v. Commissioners Court of Marion County*, 727 S.W.2d 667 (Tex.App.—Texarkana, 1987, no writ) and Attorney General Letter Op. 96-035).h request must include an explanation of how it advances the sponsorship priorities described in the next section, or the policies described in the first paragraph above, and demonstrate that the proposed expenditure satisfies the legal funding requirements of the District as set forth in Article 3, Section 52(a) and is within the appropriate budgetary allowance.

Winnie Stowell Hospital District Grant/Sponsorship Priorities

Grant funding decisions will be guided by the requester's ability to satisfy one or more of the following District Grant/Sponsorship Priorities:

- I. <u>Indigent Healthcare</u>. As part of its statutory duty and mission of attending to and balancing the healthcare needs of the community and its needy inhabitants, the main purpose of this District and any hospital district in the State of Texas, is to assume full responsibility for providing medical and hospital care for its Indigent inhabitants without charge.
- II. <u>Community Healthcare</u>. In addition, the District is working to increase the quality of healthcare resources in the community in order to re-establish confidence in the healthcare provides that services the District and to encourage additional healthcare services in the District in order ease the burden of having to travel outside of the District for healthcare treatments.
- III. <u>Economic Development</u>. By having a vibrant healthcare delivery system in the District, the District hopes to assist in increasing the population of the District and the tax base inside the District as well as expanding the need for infrastructure development in eastern Chambers County, Texas.
- IV. <u>Community Outreach</u>. The District is committed to supporting community-based activities and programs that promote the general healthcare and welfare of the region and community through alliances, cooperative arrangement with other governmental and non-governmental entities, as well as other strategic opportunities identified by the District's Board, staff, and others inside the community for volunteer efforts; educational initiatives; and community outreach efforts deemed to be in the best interest of the District.

Requests from religious organizations, social organizations, health care organizations or charities will be considered if there is a direct connection to the delivery of healthcare services to the residents of the District.

Requests from schools, project graduations, and youth sports for advertising or promoting the District will be considered if there is a benefit to reaching a large audience to promote any of the District's purposes.

Approval of Participation Requests

The District's Grant/Sponsorship Policy and Procedures should serve as a guide for its community involvement efforts, including, but not limited, to contributions of funds, sponsored community partnerships, volunteer efforts, and any other means of District's involvement inside the District's geographic boundaries.

Submittal and Evaluation of Requests

As soon as practically possible, requests for District's participation in awarding grant should be submitted to the District in writing following the District's **Grant Proposal Requirements** set forth below. The District's Board, and its staff, shall evaluate requests to determine whether they fall within the grant/sponsorship priorities of the District, and the budget guidelines adopted by the District.

District's Grant Budget Guidelines

The District's Board and staff should limit grant/sponsorship expenditures to the amounts set forth in the budget guidelines adopted by the District. If there are grant/sponsorship request known by staff prior to the adoption of the District's budget, staff should recommend to the District's Board the grant/sponsorship obligations or requests for the forthcoming year at the annual District's annual Finance Committee meetings in conjunction with its submittal of other budget guidelines.

Review and Approval of Requests

District Board Members and staff can submit, for review, completed requests to the District's Finance Committee, who shall then review the request and present their recommendation to approve, deny, or leave pending the request at the soonest practical Board to the full Board for approval.

The Finance Committee of the District should deny any request that does not include an adequate explanation of how it advances the grant/sponsorship priorities described in the section hereof titled "Policy Statement" and "Grant/Sponsorship Priorities-Sponsorship Priorities,"; does not demonstrate that the proposed expenditure is within the Constitutional guidelines of the State of Texas; or is not within the appropriate budgetary allowance.

Notwithstanding the foregoing paragraphs, all request for grants/sponsorships shall be approved by the District's Board in the budget adoption process or in the course of the year during public session prior to any payment by the District.

Grant Accountability and Transparency

Progress Reports and Final Reports

Grant recipients are responsible for reporting on the use of grant funds to the District. Progress and Final Reports deadlines are to be prescribed by the District before grant funds are awarded. These Reports must be submitted in a timely manner to be in compliance with this policy. Progress and Final Reports contain detailed accounts of the project's implementation, including:

- A description of how the grant award has advanced the mission of District.
- An account of how the recipient has utilized the grant award to achieve the specific objectives outlined in the application, including the relevant measures and data collected.
- The report should also include a detailed account of spending of all the grant proceeds; account bank statements; and proof of purchases/receipts that support the report.
- > Information in the reports shall be accessible to the public.

District's Right to Inspect Documents

The District reserves the right, at any time, to review grants, conduct an audit, inspect bank records, send a monitor, require additional documentation, and suspend any or all payments.

Grant Funding and Separate Bank Account

It is the District's policy, if applicable, to fund grants on an as needed basis, or an agreed to schedule after receipt of the necessary reports and supporting documents. Moreover, recipients of any grant payments that are made in more must hold the District's grant funds in a separate account that is secured by the FDIC or as required by the Texas Public Funds Investment Act.

Grant recipients who fail to adhere to the District's policies and guidelines in implementing and financing grant projects may be asked to return all, or a portion, of the grant funds in and may be barred from receiving future grants indefinitely.

Miscellaneous Criteria

The following criteria apply for all grants awarded:

- ➤ Unused grant funds must be returned promptly to the District.
- No grant funds shall be used to pay taxes for any reason.
- > Grant recipients must maintain copies of all receipts and bank statements related to grant-funded expenditures as required by the District and any applicable state and federal laws.
- ➤ Prior to awarding any grant payments, the District will determine a Progress reporting schedule depending on the nature of the request.
- Final reports documenting the disbursement of funds must be submitted to District on or before the within two months of the later: 1) grant's total disbursement; or 2) the completion of a project.
- ➤ Grant recipients must agree to General Grant Terms, Conditions, and Understandings set forth in **Exhibit "A"** to this policy.

-5-

GRANT PROPOSAL REQUIREMENTS

Application Checklist: All of the following items are required for a complete grant application. Incomplete grant applications will not be considered.

Cover Sheet (See Exhibit "B")
/ C: 11 CEO E

- ✓ Signed by CEO, Executive Director, head of organization, Individual making
- □ **Narrative** (please limit narrative to 5 pages, 12-point font, single space acceptable, 1.5 preferred)
 - ✓ **Organizational Background**: Brief history of organizational description, and affiliation with District.
 - ✓ **Description & Beneficiaries**: Need statement and summary of basis for the grant request. Please state how you determine that the funding of the request is the best way to address that need. State the impact of this grant request aligns with the Grant/Sponsorship Priorities of the Winnie Stowell Hospital District, including the expected target group and number of beneficiaries. If necessary, describe how it was determined that the request is not a duplication of efforts, and any specific plans to partner with the District. (if applicable)
 - ✓ Evaluation Grant Request: Include a logic model and a timeline for the achievement of the stated purpose of the grant request. State the objectives and anticipated outcomes along with method and criteria to evaluate the request. Show clear measurable outcomes and an evaluation process that is data-driven. The number of people served is an output and does not determine success or impact. State how you will measure whether the award of the grant resulted in a successful outcome.
 - ✓ Impact and Sustainability: Clearly and succinctly state the expected impact that the award of the grant will have and how it aligns with the mission of the District. If applicable, specify concrete plans to sustain any projects funded with grant proceeds beyond the District's funding.
 - ✓ **Funding Request**: Specify and explain your preference for the method of funding the grant. Please keep in mind, if applicable, it is the District's preference that grant payments be made on an as needed basis or schedule following the receipt of the necessary reports and supporting documents
 - ✓ **Timeline**: If the basis of your request is a project, please indicate a start date, key milestones, and estimated completion date.
 - ✓ Application Budget: (See Exhibit "C")
 - ✓ Budget should include total cost of the grant request, and clearly indicate what is to be funded through the District's grant.
 - ✓ Include a budget narrative justifying expenses, including if applicable, plans to sustain any projects funded with grant proceeds beyond the District's funding.
 - ✓ Make sure to include other parties funding the above program/project, if applicable.

☐ Attachments

- ✓ Job descriptions and resumes of staff involved in the program/project
- ✓ List of governing board members of organization and their affiliations.
- ✓ Authority from governing organization to request grant funds. (If applicable.)
- ✓ Proof of good standing and/or nonprofit status.
- ✓ If you are requesting grant funding from parties for the same or similar reason, please include a complete copy of the application packet(s) submitted to the third parties.
- ✓ Copy of most recent audited financials, organizational budget, and tax return forms.
- ✓ Additional Pertinent Materials: You may attach materials that directly support the proposed grant request.

Exhibit "A" Grant Award Letter and General Terms, Conditions, and Understandings



WWW.WSHE)-TX.ORG
D	Pate
Name Address	
City, State, Zip	
Dear:	
The Board of Directors for the Winnie pleased to inform you that a grant has been appro	Stowell Hospital District ("District") are oved in the amount of \$for
[description of grant].	
This letter and its attachments outline the Please read all the terms and conditions carefully letter no later than [date to be returned]. If Di award letter and of these general grant terms with award letter, this grant may be revoked.	strict does not receive signed copies of its grant
Congratulations on this recognition of you with you.	ur important efforts. We look forward to working
	Sincerely,
	Edward Murrell President
	Winnie Stowell Hospital District

GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

This Agre	eemen	t by and betwe	en Winnie-Stow	ell Ho	ospital	Distri	ict ("Dis	trict"), a poli	itical
subdivisio	on of	the State of T	Texas and						
District	and _		_ ("Recipient)	sets	forth	the	terms,	conditions,	and
understan	dings	of the grant ("C	Grant") in the ar	nount	of			awarde	ed to
subject to			with the following	ng coi	nditions	s:			

1. Representations and Certifications

The Recipient represents and certifies to the best of its knowledge and belief to the District as follows:

- (a) Recipient has legal authority to enter into, execute, and deliver this Agreement, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents;
- (b) Recipient has read and will comply with the GRANT/SPONSORSHIP POLICY AND PROCEDURES and the terms, conditions, provisions, covenants, requirements, and certifications in this Agreement, applicable statutory provisions, agency administrative rules, and all other documents incorporated herein by reference;
- (c) Recipient has made no material false statement or misstatement of fact in connection with the Grant application or this Agreement and its receipt of the Grant, and all of the information it previously submitted to the district or that it is required under this Contract to submit to the District relating to the Grant or the disbursement of any of the Grant is and will be true and correct at the time such statement is made;
- (d) It is in compliance in all material respects with provisions of its charter and of the laws of the State of Texas, and of the laws of the jurisdiction in which it was formed, and (i) there are no actions, suits, or proceedings pending, or threatened, before any judicial body or governmental authority against or affecting its ability to enter into this Agreement, or any document referred to herein, or to perform any of the material acts required of it in such documents and (ii) it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Contract, or any document referred to herein, or to perform any of the material acts required of it in such documents;
- (e) Neither the execution and delivery of this Agreement or any document referred to herein, nor compliance with any of the terms, conditions, requirements, or provisions contained in this Contract or any documents referred to herein, is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound; and
- (f) Recipient shall furnish such satisfactory evidence regarding the representations and certifications described herein as may be required and requested by the District from time to time.

2. Expenditure of Funds

This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grant award letter, Grant application, and supporting documents and may not be expended for any other purpose without the District's prior written approval.

If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned immediately to the District.

Recipient agrees it shall not expend any grant funds for:

- (a) political or lobbying activity or for any purpose other than one specified in section 170(c)(2)(b) of the Code; or
- (b) the payment of taxes for any reason.

3. Separate and Secured Account

It is the District's policy, if applicable, to fund grants on an as needed basis, or an agreed to schedule after receipt of the necessary reports and supporting documents. Moreover, recipients of any grant payments that are made in more must hold the District's grant funds in a separate account that is secured by the FDIC or as required by the Texas Public Funds Investment Act.

4. Records and Reports

You agree to submit Progress Reports on ______ and a Final Report within two months of the later: 1) grant's total disbursement; or 2) the completion of a project and to keep a record of all receipts and expenditures relating to this grant and to provide the District with a written report summarizing the project promptly following the end of the period during which you are to use all grant funds. Your reports should include:

- (a) A description of how the grant award has advanced the mission of District;
- (b) An account of how the recipient has utilized the grant award to achieve the specific objectives outlined in the application, including the relevant measures and data collected;
- (c) A detailed account of spending of all the grant proceeds; account bank statements; and
- (d) Invoices, proof of purchases, receipts that support the report.

To the extent allowed by the laws of the United States of American and State of Texas, information in the reports shall be accessible to the public. Recipient is also required to keep copies of the reports and records with respect to this Grant, for at least [_____] years following the year in which all grant funds are fully expended.

5. Required Notification

You are required to provide the District with immediate written notification of:

- (a) any changes in your organization's status;
- (b) your inability to expend the grant for the purposes described in the grant award letter; or
- (c) any expenditure from this grant made for any purpose other than those for which the grant was intended.

6. Access for Evaluation

You agree to permit the District and its representatives, at its request, to have access during regular business hours to your files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as the District deems necessary or appropriate concerning this grant award.

7. Publicity

You will allow the District to review and approve they text of any proposed publicity concerning this grant prior to its release. The District may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in the District periodic reports, newsletters, and news releases.

8. Contingent upon Availability of Grant Funds

This Agreement is contingent upon funding being available for the term of the Agreement and the Recipient shall have no right of action against the District in the event that the District is unable to perform its obligations under this Agreement as a result of the suspension, termination, withdrawal, or failure of funding to the District or lack of sufficient funding of the District for this Agreement. If funds become unavailable to the District during the term of the Agreement. For the sake of clarity, and except as otherwise provided by this Agreement, if this Agreement is not funded, then both parties are relieved of all its obligations under this Agreement.

9. Right to Revoke or Modify - "Event of Default"

The District reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in the District's sole discretion, it is determined that an "Event of Default" occured:

- (a) Recipient fails to comply with the District's GRANT/SPONSORSHIP POLICY AND PROCEDURES, or Terms and Conditions of this grant;
- (b) The purpose and objectives of the Grant are not being achieved or sustainable;
- (c) The Recipient is not in compliance with any state or federal law; or
- (d) The Recipient's material misrepresentation or false covenant, representation, certification, or warranty made by Recipient herein, in the Grant application, or in any other document furnished by Recipient pursuant to this Agreement that was misleading at the time that it was made.

If District does not receive signed copies of its grant award letter and of these general grant terms within 14 days after the date of the District's grant award letter, this grant may be revoked.

10. Duty to Report Event of Default - "Notice of Default"

The Recipient shall notify the District in writing promptly and in no event more than seven (7) days after it obtains knowledge of the occurrence of any Event of Default. The Recipient shall include a statement setting forth reasonable details of each Event of Default and the action which the Recipient proposes to take with respect thereto.

11. Interim Remedies

Upon receipt by the Recipient of a notice of Default, and at any time thereafter until such Event of Default is cured to the satisfaction of the District or this Contract is terminated, the District may enforce any or all of the following remedies (such rights and remedies being in addition to and not in lieu of any rights or remedies set forth herein):

- (a) The District may refrain from distributing any amount of the Grant funds not previously disbursed; provided, however, the District may make such a disbursement after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder; and
- (b) The District may enforce any additional remedies it has in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the District would otherwise possess.

12. Obligations/Liabilities Affected by Event of Default

The Recipient shall not incur new obligations that otherwise would have been paid for using Grant funds after the receipt of notice as of Event of Default, unless expressly permitted by the District in writing, and shall cancel or suspend as many outstanding obligations as possible. The District shall not owe any fee, penalty or other amount for exercising its right to terminate the Agreement. In no event shall the District be liable for any services performed, or costs or expenses incurred, after the termination of the Agreement.

13. Termination of Agreement

If the District intends to terminate for an Event of Default by the Recipient, the District shall provide written notice to the Recipient and shall include a reasonable description of the Event of Default and, if applicable, the steps necessary to cure such Event of Default. Upon receiving notice from the District, the Recipient shall have thirty (30) days beginning on the day following the receipt of notice to cure the Event of Default. Upon request, the District may provide an extension of time to cure the Event of Default(s) beyond the thirty (30) day period specified herein so long as the Recipient is using reasonable efforts to cure and is making reasonable progress in curing such Event(s) of Default. The extension shall be in writing and appended to

the Contract. If the Recipient is unable, or fails, to timely cure an Event of Default, unless expressly waived in writing by the District, this Contract shall immediately terminate as of the close of business on the final day of the allotted cure period without any further notice or action by the District required.

In addition, and notwithstanding the foregoing, if the District determines that certain Events of Default cannot be cured, the District shall give Final Event of Default under this Agreement and has the right to terminate this Agreement immediately.

14. Repayment of Grant Proceeds upon Event of Default

The District may require the Recipient to repay some or all the disbursed Grant proceeds in the event of termination to the extent such Event of Default resulted from Grant funds being expended in violation of this Agreement. To the extent that the District exercises this option, the District shall provide written notice to the Recipient stating the amount to be repaid, applicable interest calculated not to exceed [______] annually, and the schedule for such repayment. The Recipient may request that the District waive the interest, subject in all cases to the District's sole discretion.

15. INDEMNIFICATION

EXCEPT AS PROVIDED HEREIN, THE RECIPIENT AGREES TO FULLY INDEMNIFY AND HOLD THE DISTRICT AND THE STATE OF TEXAS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, COSTS, EXPENSES, LIABILITIES, CAUSES OF ACTION AND DAMAGES OF EVERY KIND AND CHARACTER (INCLUDING REASONABLE ATTORNEYS FEES) WHICH MAY BE ASSERTED BY ANY PARTY IN ANY WAY RELATED OR INCIDENT TO, ARISING OUT OF THE RECEIPT OF GRANT FUNDS BY THE DISTRICT, INCLUDING BUT NOT LIMITED TO CLAIMS OF RECIPIENT'S NEGLIGENT, INTENTIONAL OR WRONGFUL PERFORMANCE OR FAILURE TO PERFORM UNDER THIS CONTRACT, (2) THE RECIPIENTS RECEIPT OR USE OF GRANT FUNDS, (3) ANY NEGLIGENT, INTENTIONAL OR WRONGFUL ACT OR OMISSION COMMITTED BY THE RECIPIENT ASSOCIATED WITH THE GRANT; (4) ANY CLAIM OF BREACH OR NONPERFORMANCE OF ANY REPRESENTATION. COVENANT OR AGREEMENT BY RECIPIENT RESULTING FROM THE RECEIPT OF THE GRANT; OR; (5) CLAIM BY ANY CONTRACTOR, VENDOR, OR INDIVIDUAL ALLEGING DENIAL OF PAYMENT FOR GOODS, EQUIPMENT, OR SERVICES ASSOCIATED WITH GRANT BY THE DISTRICT. IN ADDITION, THE RECIPIENT AGREES TO FULLY INDEMNIFY AND HOLD THE DISTRICT AND THE STATE OF TEXAS HARMLESS FROM AND AGAINST ANY AND ALL COSTS AND EXPENSES OF EVERY KIND AND CHARACTER (INCLUDING REASONABLE ATTORNEYS FEES, COSTS OF COURT AND EXPERT FEES) THAT ARE INCURRED BY THE DISTRICT OR THE STATE OF TEXAS ARISING OUT OF OR RELATED TO A CLAIM OF THE TYPE SPECIFIED IN THE PRECEDING SENTENCE. NOTWITHSTANDING THE PRECEDING, SUCH INDEMNIFICATION SHALL NOT APPLY IN THE EVENT OF THE SOLE OR GROSS NEGLIGENCE OF THE DISTRICT

THE FOLLOWING PROCEDURE SHALL APPLY WITH RESPECT TO ANY CLAIMS OR PROCEEDINGS COVERED BY THE FOREGOING AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:

- I. DISTRICT SHALL GIVE WRITTEN NOTICE TO RECIPIENT PROMPTLY AFTER DISTRICT LEARNS OF THE CLAIM OR PROCEEDING; PROVIDED THAT THE FAILURE TO GIVE SUCH NOTICE SHALL NOT RELIEVE RECIPIENT OF ITS OBLIGATIONS HEREUNDER PROVIDED DISTRICT USES ITS BEST EFFORTS TO MITIGATE DAMAGES AND EXCEPT TO THE EXTENT RECIPIENT IS ACTUALLY DAMAGED THEREBY;
- II. WITH RESPECT TO ANY THIRD-PARTY CLAIMS OR PROCEEDINGS AS TO WHICH DISTRICT IS ENTITLED TO INDEMNIFICATION, RECIPIENT, SUBJEC TO THE CONSENT OF THE DISTRICT THAT SHOULD NOT BE UNREASONABLY WITHELD, SHALL HAVE THE RIGHT TO SELECT AND EMPLOY COUNSEL OF ITS OWN CHOOSING TO DEFEND AGAINST ANY SUCH CLAIM OR PROCEEDING, TO ASSUME CONTROL OF THE DEFENSE OF SUCH CLAIM OR PROCEEDING, AND TO COMPROMISE, SETTLE OR OTHERWISE DISPOSE OF THE SAME, IF RECIPIENT DEEMS IT ADVISABLE TO DO SO, ALL AT THE EXPENSE OF RECIPIENT; PROVIDED, HOWEVER THAT DISTRICT MAY EMPLOY COUNSEL, OF ITS OWN CHOOSING, AT ITS SOLE EXPENSE. THE PARTIES WILL FULLY COOPERATE IN ANY SUCH ACTION AND SHALL MAKE AVAILABLE TO EACH OTHER ANY BOOKS OR RECORDS USEFUL FOR THE DEFENSE OF ANY SUCH CLAIM OR PROCEEDING. DISTRICT MAY ELECT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH THIRD-PARTY CLAIM IN CONNECTION THEREWITH. SUBJECT TO THE FOREGOING DISTRICT, SHALL NOT SETTLE OR COMPROMISE ANY SUCH THIRD-PARTY CLAIM WITHOUT THE PRIOR CONSENT OF RECIPIENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. INDEMNIFICATION SHALL BE DUE ONLY TO THE EXTENT OF THE LOSS OR DAMAGE ACTUALLY SUFFERED (I.E. REDUCED BY ANY OFFSETTING OR RELATED ASSET OR SERVICE RECEIVED AND BY ANY RECOVERY FROM ANY THIRD PARTY, SUCH AS AN INSURER).

16. Notices

All notices, requests, and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, receipt requested, or e-mail addressed to the Parties as follows:

District:	Mr. Edward Murrell
	President
	Winnie-Stowell Hospital Distric
	P.O. Box 1997
	Winnie, Texas 77665
Recipient:	·

Notice of a change in address of one of the Parties shall be given in writing to the other party as provided above but shall be effective only upon actual receipt.

17. No Assignment or Delegation

Recipient may not assign, or otherwise transfer, your rights or delegate any of your obligations under this Grant without prior written approval from the District.

18. Compliance with Applicable Federal and State Law

The Recipient intents on conducting itself in full compliance with applicable state, local, and federal law including the federal law commonly known as the Stark Law, the Medicare and Medicaid Anti-Fraud and Abuse law, and the Texas Occupations Code Anti-Patient Solicitation law. Recipient will not intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of such laws.

19. Alternative Dispute Resolution

If applicable, the dispute resolution process provided for in TEX. GOVT. CODE, Ch. 2260 shall be used, as further described herein, to resolve any claim for breach of contract made against the District (excluding any uncured Event of Default). The submission, processing and resolution of a party's claim are governed by the published rules adopted by the Attorney General pursuant to TEX. GOVT. CODE, Ch. 2260, as currently effective, hereafter enacted or subsequently amended.

20. Applicable Law and Venue

This Contract shall be construed, and all disputes shall be considered in accordance with the laws of the State of Texas, without regard to its principles governing the conflict of laws. Provided that the Recipient first complies with procedures set forth in "Alternative Dispute Resolution," exclusive venue and jurisdiction for the resolution of claims arising from or related to this Contract shall be in Chambers County, Texas.

21. Attorneys' Fees

· · · · · · · · · · · · · · · · · · ·	of Texas, in the event of any litigation, appeal or ne Contract, the Recipient shall pay all expenses sts, if the District is the prevailing party.
IN WITNESS WHEREOF, the partie	s hereto have duly executed this GENERAL
TERMS, CONDITIONS, AND UNDERTSTA	ANDINGS, the day of,
201_,	
Mr. Edward Murrell	Name
President	Title
Winnie Stowell Hospital District	Entity

Exhibit "B"

WINNIE STOWELL HOSPITAL DISTRICT GRANT/SPONSORSHIP COVER SHEET

(Please return to Winnie Stowell Hospital District, P. O. Box 1997, Winnie, Texas 77665; No later than two (2) weeks prior to the funding deadline)

Date:
Organization/Individual Requesting Grant Funds:Organization/Individual Address:
Contact Person:
Title:
Title: Fax Number: Fax Number:
E-Mail Address:
Name of Project, Program or Event:
Date of Program or Event:
Is your organization (check one): Non-profit and classified as tax-exempt under Sections 501(c) (3) or 170(c) of the United States Internation Revenue Code (attach copy of organizations tax and exemption information) Public Agency Private Healthcare Provider None of the above
Dollar Amount or In-kind Services Requested:
Please provide a comprehensive description of how the District's resources will be used (Please complete below, or you may also attach support material):
Which of the following does the requested sponsorship support (check all that apply): Indigent CareEconomic DevelopmentCommunity HealthcareCommunity Outreach
Please provide a brief description of the request provided how the request will help the District will assist the District in achieving its stated purposes. (Please complete below, or you may also attach support material):
Please verify that this grant is a tax free donation in which 100% of the grant proceeds will be spent for the designed purpose and no money donated by the District will be used to offset taxes of any kind.
Signature Name

Exhibit "C" SAMPLE BUDGET

			Other	
	Project Expenses*	WSHD Funding †	Funding/ In Kind ‡	Comment/Explanation
	2 2 0 3 0 0 2 2 2 2 2 2 2 2 2 2 2 2 2 2	, , , , , , , , , , , , , , , , , , ,		
Α.	Department/Agency Personnel:			
	Leader % of time			
	Staff % of time			
В.	Benefits:			
	FICA			
C.	Consultant/Contract Personnel:			
	Evaluator if applicable			
D.	Travel:			
	Local mileage (specify rate)			
Ε.	Materials/Equipment:			
	Educational materials			
	Promotional materials			
	0.001 (0.1) (0.1)			
F.	Office/Other Supplies:			
	Copy paper			
	Mailing or printing			
G.	Miscellaneous:			
	Atypical expenses please specify			
	Rent of space			
Н.	Indirect Cost:			
	% of administrative cost			
	Total Cost:			

^{*} Items Listed under each category are examples only