

Exhibit “A”

Winnie-Stowell Hospital District
Balance Sheet
 As of December 31, 2019

	<u>Dec 31, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
100 Prosperity Bank -Checking	219,242.06
102 Prosperity Bank - CD#0447	107,875.62
104 Allegiance Bank - CD#9053	2,785,399.12
105 TexStar	687,081.58
107 Graham InterBank combined	
107.01b GIB 0228 DACA	250,000.00
107.01c GIB Collateral Funds	4,379,645.43
Total 107 Graham InterBank combined	<u>4,629,645.43</u>
108 Allegiance Bank NH Combined	2,695,792.36
Total Checking/Savings	<u>11,125,036.17</u>
Other Current Assets	
110 Sales Tax Receivable	116,206.43
114 Accounts Receivable NH	21,121,021.27
117 NH - QIPP Prog Receivable	
117.01 NH QIPP 1	382,144.80
117.02 NH QIPP 2	2,367,491.71
117.03 NH QIPP 3	5,160,008.26
Total 117 NH - QIPP Prog Receivable	<u>7,909,644.77</u>
118 Prepaid Expense	3,775.00
119 Prepaid IGT	9,952,496.23
Total Other Current Assets	<u>39,103,143.70</u>
Total Current Assets	<u>50,228,179.87</u>
Fixed Assets	
120 Equipment	140,654.96
125 Accumulated Depreciation	-113,810.64
Total Fixed Assets	<u>26,844.32</u>
TOTAL ASSETS	<u><u>50,255,024.19</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
190 NH Payables Combined	2,695,609.32
201 NHP Accounts Payable	3,246,909.15
201.1 NH Payable - LTC	264,000.00
210.15 Loan Payable #15 QIPP 3	7,113,077.80
210.16 Loan Payable #16 QIPP 3	5,067,701.53
210.50 Allegiance Bk Ln 4 QIPP3	2,000,000.00
225 FUTA Tax Payable	112.00
230 SUTA Tax Payable	251.31
235 Payroll Liabilities	2,023.78
240 Accounts Payable NH	19,342,663.01
Direct Deposit Liabilities	-3,353.56
Total Other Current Liabilities	<u>39,728,994.34</u>
Total Current Liabilities	<u>39,728,994.34</u>
Total Liabilities	39,728,994.34
Equity	
300 Net Assets, Capital, net of	59,503.44
310 Net Assets-Unrestricted	4,755,312.01
Retained Earnings	3,161,776.78
Net Income	2,549,437.62
Total Equity	<u>10,526,029.85</u>
TOTAL LIABILITIES & EQUITY	<u><u>50,255,024.19</u></u>

Winnie-Stowell Hospital District
Profit & Loss Budget vs. Actual
As of December 31, 2019

Accrual Basis

	Jan - Dec 19	Budget	\$ Over Budget	% of Budget
Income				
400 Sales Tax Revenue	717,099.67	700,000.00	17,099.67	102.4%
405 Investment Income	73,236.94	72,250.00	986.94	101.4%
409 Tobacco Settlement	9,838.50	9,800.00	38.50	100.4%
415 Nursing Home - QIPP Program	26,221,818.35	25,761,110.62	460,707.73	101.8%
Total Income	27,021,993.46	26,543,160.62	478,832.84	101.8%
Expense				
500 Admin-Administrative Salary	62,374.19	63,000.00	-625.81	99.0%
504 Admin-Administrators PR Tax	4,552.64	4,800.00	-247.36	94.8%
505 Admin-Board Bonds	250.00	250.00	0.00	100.0%
515 Admin-Bank Service Charges	236.45	360.00	-123.55	65.7%
521 Professional Fees - Acctng	18,781.25	25,000.00	-6,218.75	75.1%
522 Professional Fees-Auditing	24,123.70	25,000.00	-876.30	96.5%
523 Professional Fees - Legal	12,000.00	25,000.00	-13,000.00	48.0%
550 Admin-D&O / Liability Ins.	10,341.13	10,341.13	0.00	100.0%
560 Admin-Cont Ed, Travel	2,136.00	5,000.00	-2,864.00	42.7%
561 Admin-Cont Ed-Medical Pers.	1,951.88	5,000.00	-3,048.12	39.0%
562 Admin-Travel&Mileage Reimb.	1,238.88	1,500.00	-261.12	82.6%
569 Admin-Meals	0.00	1,000.00	-1,000.00	0.0%
570 Admin-District/County Prom	0.00	2,500.00	-2,500.00	0.0%
571 Admin-Office Supplies/Post	3,638.86	6,800.00	-3,161.14	53.5%
572 Admin-Web Site	835.00	1,500.00	-665.00	55.7%
573 Admin-Copier Lease/Contract	2,563.05	2,500.00	63.05	102.5%
575 Admin-Cell Phone Reimburse	1,762.50	1,800.00	-37.50	97.9%
576 Admin-Telephone/Internet	2,626.13	3,000.00	-373.87	87.5%
590 Admin-Election Cost	3,137.09	3,137.09	0.00	100.0%
591 Admin-Notices & Fees	3,757.14	5,000.00	-1,242.86	75.1%
592 Admin Office Rent	2,250.00	3,750.00	-1,500.00	60.0%
600 East Chambers ISD Partnersh	180,000.00	180,000.00	0.00	100.0%
602 IC-WCH 1115 Waiver Prog	1,338,165.66	1,338,165.66	0.00	100.0%
603a IC-Pharmaceutical Costs	109,120.69	110,000.00	-879.31	99.2%
604 IC-Non Hosp Costs UTMB	214,572.97	250,000.00	-35,427.03	85.8%
604a IC-Non Hosp Cost-Other	12,087.22	5,600.00	6,487.22	215.8%
605 IC-Office Supplies/Postage	361.35	1,200.00	-838.65	30.1%
607 IC-Non Hosp Costs-WSEMS	0.00	400.00	-400.00	0.0%
611 IC-Indigent Care Dir Salary	32,058.82	32,000.00	58.82	100.2%
612 IC-Payroll Taxes -Ind Care	1,996.14	2,800.00	-803.86	71.3%
615 IC-Software	13,208.00	13,308.00	-100.00	99.2%
616 IC-Travel	426.86	550.00	-123.14	77.6%
617 IC -Youth Counseling	1,700.00	5,000.00	-3,300.00	34.0%
629 - Property Acquisition	21,700.00	100,000.00	-78,300.00	21.7%
630 NH Program-Mgt Fees	6,277,489.52	6,281,241.82	-3,752.30	99.9%
631 NH Program-IGT	12,684,859.20	13,198,627.99	-513,768.79	96.1%
633 NH Program-Acctg Fees	0.00	35,000.00	-35,000.00	0.0%
634 NH Program-Legal Fees	191,537.47	190,000.00	1,537.47	100.8%
635 NH Program-LTC Fees	1,622,400.00	1,622,400.00	0.00	100.0%
637 NH Program-Interest Expense	1,612,316.05	1,581,818.83	30,497.22	101.9%
638 NH Program-Bank Fees & Misc	0.00	300.00	-300.00	0.0%
653 Service Fee	0.00	100.00	-100.00	0.0%
Total Expense	24,472,555.84	25,144,750.52	-672,194.68	97.3%
Net Income	2,549,437.62	1,398,410.10	1,151,027.52	182.3%

Exhibit “B”

WSHD Treasurer's Report and Supporting Documents

Reporting Date: Wednesday, January 22, 2020

Pending Expenses	For	Amount	Funds Summary	Totals
Brookshire Brothers	Indigent Care	\$5,759.13	Prosperity Operating	\$753,946.62
Wilcox Pharmacy	Indigent Care	\$1,700.02	Interbank (Restricted-Comp. 1 & Prepaid Int.)	\$3,582,075.48
UTMB at Galveston	Indigent Care	\$5,559.46	Interbank (Unrestricted)	\$781,993.88
UTMB Faculty Group	Indigent Care	\$3,137.82	Prosperity CD	\$107,875.62
Indigent Healthcare Solutions	IC Inv #69157	\$1,109.00	TexStar	\$686,169.96
American Education Services	S Stern-Student Loan	\$150.14	Allgeiance Bank LOC (Available)	\$785,399.12
Penelope (Polly) Butler	Youth Counseling	\$170.00	Net Cash Position (less Interbank)	\$3,115,385.20
Carroll R Hand Ins	Bond Renewal RE	\$50.00	Pending Expenses	(\$64,307.62)
Benckenstein & Oxford	Inv#49550	\$14,100.00	Ending Balance	\$2,269,083.70
Benckenstein & Oxford	NH Reimbursement Fees (from HMG-SLP-RHS)	\$28,142.97	Last Month	
Hubert Oxford	1/2 Legal Retainer	\$500.00	Prosperity Operating	\$312,465.34
Josh Heinz	1/2 Legal Retainer	\$500.00	Interbank-restricted	\$2,527,837.45
David Sticker	Inv# 21503	\$1,625.00	Interbank-unrestricted	\$857,895.13
Function 4	Inv #757771	\$61.61	Prosperity CD	\$107,875.62
Ted Harp/Engineering & Survey	Inv 15 Jan 2020	\$1,500.00	TexStar	\$686,169.96
Technology Solutions of Tx	Inv 1407 (IT Services)	\$237.50	Allgeiance Bank LOC (Available)	\$785,399.12
Total Pending Expenses		\$64,307.62	Net Cash Position (less Interbank)	\$2,749,805.17
			Pending Expenses	(\$95,422.58)
			Ending Balance	\$2,654,382.59

Interbank Account Reconciliation

GIB Balance 1/22/2020	\$4,364,069.36
QIPP 3 Sept. Comp. 1	1,089,501.13
QIPP 3 Sept. Comp. 2 District	\$68,242.71
QIPP 3, Oct. Comp. 1	\$1,107,480.96
QIPP 3 Oct. Comp. 2 District	\$68,777.16
QIPP 3 Nov. Comp. 1	\$1,075,928.37
QIPP 3 Nov. Comp. 2 District	\$71,449.32
Non-Qipp funds due to NHS	\$1,490.00
Overage for QIPP 2 Qtr 4	\$23,783.74
Balance to keep in GIB Loan 16 Accural	\$283,791.28
Balance to keep in GIB (<i>GIB has an Incoming wire fee \$10.00</i>)	\$100.00
Restricted	\$3,582,075.48
Unrestricted	\$781,993.88

Transactions Since Last Meeting

Date	To	For	Amount		
1/2/2020	Salt Creek Capital	Loan 15 Interest (Dec 2019)	(\$99,583.09)	Wire	(8 of 10)
1/2/2020	Salt Creek Capital	Loan 16 Interest (Dec 2019)	(\$70,947.82)	Wire	(2 of 10)
1/8/2020	Rollo Brothers	Rent January	(\$750.00)	Check	
1/8/2020	Trinity Bay	Deposit & Meter	(\$2,200.00)	Check	
1/8/20120	State of Texas	Payment for Year 2, IGT Recon.	\$1,081,048.45	Income ACH	
1/8/20120	Managers	Payment to Managers for Year 2, IGT Recon	(\$540,524.23)	ACH	
1/17/2020	Precision Structures	Partial Pmt Inv 35423	(\$87,134.00)	Check	Balance 13,399.00
Total Transactions Since Last Meeting			\$279,909.32		

Upcoming Transactions

Anticipated Date	For	Upcoming Transactions	Income	Expenses
1/31/2020	MCO	QIPP 3, Qtr. 1 Comp. 3 & 4 Payment	\$1,940,680.07	
1/31/2020	Managers	QIPP 3, Qtr. 1 Comp. 3 & 4 Payment		(\$970,340.04)
1/31/2020	American Office	Office Furniture		(\$8,885.00)
1/31/2020	MCO	QIPP 3, Qtr 1, December 2019. Component 1 & 2 Payment	\$1,383,876.52	
1/31/2020	Managers	Payment of Incentive Fees (Comp. 2)		(\$90,655.95)
1/31/2020	Managers	Payment of 1/2 Telehealth Expenses		(\$12,562.87)
1/31/2020	Salt Creek Capital	Loan 15-Interest (Month 8/10)		(\$99,583.09)
1/31/2020	Salt Creek Capital	Loan 16-Interest (Month 2/10)		(\$70,947.82)
2/1/2020	LTC Group	Invs Nov, Dec, Jan		(\$396,000.00)
2/1/2020	Precision Structions	Inv 35423 balance		(\$13,399.00)
2/1/2020	Rollo Brothers	Rent Feb		(\$750.00)

Outstanding Short Term Revenue Note

Loan 15-Principle	\$7,113,077.80				
Interest	16.80%	10 Months: \$1,009,253.89		Set Aside: \$504,626.95	
Fund Received	5/29/2019				
	Date	Balance	Interest	Principal Revd.	Payment
1	6/29/2019	\$7,113,077.80	\$99,583.09	\$0.00	\$99,583.09
2	7/31/2019	\$7,113,077.80	\$99,583.09	\$0.00	\$99,583.09
3	8/29/2019	\$7,113,077.80	\$99,583.09	\$0.00	\$99,583.09
4	9/29/2019	\$7,113,077.80	\$99,583.09	\$0.00	\$99,583.09
5	10/29/2019	\$7,113,077.80	\$99,583.09	\$1,089,501.13	\$1,189,084.22
6	11/29/2019	\$7,113,077.80	\$99,583.09	\$1,107,480.96	\$1,207,064.05
7	1/2/2020	\$7,113,077.80	\$99,583.09	\$1,075,928.37	\$1,175,511.46
8	1/29/2020	\$7,113,077.80	\$99,583.09	<i>\$1,181,376.00</i>	\$1,280,959.09
Reserve	2/29/2020	\$7,113,077.80	\$0.00	<i>\$265,160.89</i>	\$265,160.89
9	2/28/2020	\$7,113,077.80	\$99,583.09	<i>\$1,206,450.07</i>	\$1,306,033.16
10	3/29/2020	\$7,113,077.80	\$99,583.09	<i>\$1,187,180.38</i>	\$1,286,763.47
Amount Paid	3/29/2020	\$0.00	\$995,830.90	\$7,113,077.80	\$8,108,908.70
Amount Remaining				\$0.00	\$0.00

Outstanding Short Term Revenue Note

Loan 16-Principle	\$5,067,701.53				
Interest	16.80%	10 Months: \$1,009,253.89		Set Aside: \$354,739.10	
Fund Received	12/1/2019				
	Date	Balance	Interest	Principal Rcvd.	Payment
1	1/2/2020	\$5,067,701.53	\$70,947.82	\$0.00	\$70,947.82
2	1/31/2020	\$5,067,701.53	\$70,947.82	\$0.00	\$70,947.82
3	2/28/2020	\$5,067,701.53	\$70,947.82	\$0.00	\$70,947.82
4	3/31/2020	\$5,067,701.53	\$70,947.82	\$0.00	\$70,947.82
5	4/30/2020	\$5,067,701.53	\$70,947.82	\$1,085,546.75	\$1,156,494.57
6	5/31/2020	\$5,067,701.53	\$70,947.82	\$1,088,679.63	\$1,159,627.45
7	6/30/2020	\$5,067,701.53	\$70,947.82	\$1,142,068.88	\$1,213,016.70
8	7/31/2020	\$5,067,701.53	\$70,947.82	\$1,169,629.76	\$1,240,577.58
Reserve	8/31/2020	\$5,067,701.53	\$0.00	\$337,232.65	\$337,232.65
9	8/31/2020	\$5,067,701.53	\$70,947.82	\$244,543.86	\$315,491.68
10	9/30/2020	\$5,067,701.53	\$70,947.82	\$0.00	\$70,947.82
Amount Paid	9/30/2020	\$0.00	\$709,478.20	\$5,067,701.53	\$5,777,179.73
Amount Due: March 29, 2020			\$709,478.20	\$5,067,701.53	\$5,777,179.73
Amount Remaining				\$0.00	\$0.00

Allegiance Bank Line of Credit

Principle	\$2,700,000.00	Principle Balance Owed	\$2,000,000.00		
Interest	3.25%	LOC Funds Available	\$700,000.00		
	Date	Description	Withdrawal / Advance	Principle Payment	Interest
	12/1/2019	Advance	\$2,000,000.00		
	1/7/2020	Interest Payment		\$0.00	(\$8,166.66)
	2/7/2020	Interest Payment		\$0.00	(\$6,027.78)
	2/28/2020	Interest Payment		\$0.00	(\$6,027.78)
	3/31/2020	Interest Payment		\$0.00	(\$6,027.78)
	4/30/2020	Interest Payment		\$0.00	(\$6,027.78)
	5/31/2020	Interest Payment		\$0.00	(\$6,027.78)
	6/30/2020	Interest Payment		\$0.00	(\$6,027.78)
	7/31/2020	Principle Payment		\$0.00	(\$6,027.78)
	8/31/2020	Principle Payment		\$893,552.40	(\$3,909.97)
	9/30/2020	Principle Payment		\$1,106,447.60	(\$1,179.79)
	Balance Due		\$2,000,000.00	\$0.00	(\$310.51)

District's Investments

	Amount	Percentage	From	To	Interest
*CD at Allegiance Bank C.D. #9503	\$2,795,928.66	1.50%	1/1/2020	1/7/2020	\$10,529.54
CD at Prosperity (Qtr.) C.D. #0447	\$107,875.62	1.75%	12/1/2019	12/31/2019	Paid \$473.75 Nov 2019
Texstar C.D. #1110	\$686,169.96	1.56%	12/1/2019	12/31/2019	\$1,075.58

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

Edward Murrell,
President

Robert "Bobby" Way
Treasurer/Investment Officer

Date

Date

* Estimated amounts

WSHD Prosperity Checking Account Register (9409) New
December 18, 2019 to January 21, 2020

Date	Description	Check No.	Amount	Balance
				\$312,465.34
12/20/2019	Check	2930	(\$500.00)	\$311,965.34
12/20/2019	Check	2935	(\$3,850.00)	\$308,115.34
12/20/2019	Check	2936	(\$8,500.00)	\$299,615.34
12/23/2019	Check	2931	(\$1,531.25)	\$298,084.09
12/24/2019	ACH Payment TIME WARNER CABL TW		(\$89.98)	\$297,994.11
12/24/2019	Check	2926	(\$150.14)	\$297,843.97
12/24/2019	Check	2924	(\$415.80)	\$297,428.17
12/24/2019	Check	2925	(\$1,109.00)	\$296,319.17
12/26/2019	ACH Payment INTUIT PAYROLL S		(\$3,353.56)	\$292,965.61
12/26/2019	Check	2920	(\$7,053.08)	\$285,912.53
12/26/2019	Check	2922	(\$37,544.54)	\$248,367.99
12/26/2019	Check	2927	(\$170.00)	\$248,197.99
12/26/2019	Check	2933	(\$62.50)	\$248,135.49
12/27/2019	Check	2928	(\$8,750.00)	\$239,385.49
12/30/2019	ACH Payment INTUIT PAYROLL S		(\$2,496.76)	\$236,888.73
12/30/2019	Check	2929	(\$500.00)	\$236,388.73
12/30/2019	Check	2932	(\$169.95)	\$236,218.78
12/31/2019	ACH Payment TIME WARNER CABL TW		(\$120.51)	\$236,098.27
12/31/2019	Check	2921	(\$1,837.24)	\$234,261.03
12/31/2019	Check	2923	(\$6,332.79)	\$227,928.24
12/31/2019	Accr Earning Pymt Added to Account		\$243.59	\$228,171.83
1/7/2020	Check	2937	(\$8,700.00)	\$219,471.83
1/7/2020	ACH Payment Allegiance Bank AT		(\$8,166.66)	\$211,305.17
1/8/2020	ACH Deposit WINNIE STOWELL H C		\$20,321.05	\$231,626.22
1/8/2020	ACH Deposit WINNIE STOWELL ACH		\$24,875.65	\$256,501.87
1/8/2020	ACH Deposit WINNIE STOWELL C MM		\$28,329.68	\$284,831.55
1/8/2020	ACH Deposit WINNIE STOWELL C HP		\$12,307.25	\$297,138.80
1/8/2020	ACH Deposit WINNIE STOWELL R TW		\$38,280.36	\$335,419.16
1/8/2020	ACH Deposit WINNIE STOWELL H TB		\$24,814.51	\$360,233.67
1/8/2020	ACH Deposit WINNIE STOWELL H WC		\$28,454.04	\$388,687.71
1/8/2020	ACH Deposit WINNIE STOWELL H WL		\$20,521.07	\$409,208.78
1/8/2020	ACH Deposit WINNIE STOWELL H CP		\$22,713.91	\$431,922.69
1/8/2020	ACH Deposit WINNIE STOWELL H CF		\$25,819.73	\$457,742.42
1/8/2020	ACH Deposit WINNIE STOWELL H QV		\$27,063.31	\$484,805.73
1/8/2020	ACH Deposit WINNIE STOWELL S O M		\$9,471.90	\$494,277.63
1/8/2020	ACH Deposit WINNIE STOWELL C		\$20,563.55	\$514,841.18
1/8/2020	ACH Deposit WINNIE STOWELL C GV		\$18,330.30	\$533,171.48
1/8/2020	ACH Deposit WINNIE STOWELL H S		\$22,674.53	\$555,846.01
1/8/2020	ACH Deposit WINNIE STOWELL H DB		\$21,166.69	\$577,012.70
1/8/2020	ACH Deposit WINNIE STOWELL R H		\$10,938.28	\$587,950.98
1/8/2020	ACH Deposit WINNIE STOWELL C G		\$18,228.74	\$606,179.72
1/8/2020	ACH Deposit WINNIE STOWELL R CB		\$25,334.74	\$631,514.46
1/8/2020	ACH Deposit WINNIE STOWELL S OLM		\$12,355.95	\$643,870.41
1/8/2020	ACH Deposit WINNIE STOWELL C RH		\$12,694.83	\$656,565.24
1/8/2020	ACH Deposit WINNIE STOWELL R MH		\$13,294.85	\$669,860.09
1/8/2020	ACH Deposit WINNIE STOWELL C SB		\$59,072.94	\$728,933.03
1/8/2020	ACH Deposit WINNIE STOWELL H H		\$22,896.37	\$751,829.40
1/8/2020	Check	2938	(\$750.00)	\$751,079.40
1/9/2020	Check	2939	(\$100.00)	\$750,979.40
1/9/2020	Check	2940	(\$100.00)	\$750,879.40
1/10/2020	ACH Deposit CPA STATE FISCAL INV-		\$80,483.55	\$831,362.95
1/10/2020	ACH Deposit Senior Living Pr ACH		\$1,480.00	\$832,842.95
1/13/2020	ACH Payment IRS USATAXPYMT		(\$3,096.86)	\$829,746.09
1/14/2020	Deposit-RHS LGL Fees		\$15,782.97	\$845,529.06
1/14/2020	Check	995009	(\$15,000.00)	\$830,529.06
1/16/2020	ACH Payment LEASE DIRECT WEB		(\$202.44)	\$830,326.62
1/21/2020	Check	2942	(\$87,134.00)	\$743,192.62

oIHS
 Issued 01/16/20

GL Totals
 Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 12/01/19-12/31/19

Brookshire Bros. Phar. (Winnie)
 P.O. Box 2058
 Lufkin, TX 75904

Vendor #: 65460

GL #	Description	Amount
WSHD	Wshd	5,759.13
	Expenditures	5,759.13
	Reimb/Adjustments	
	Grand Total	5,759.13

25 total invoices

GL Totals Detail
 Invoice #

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2458*65460*10	WSHD	12/04/2019	6.36	6.36
036-2458*65460*10	WSHD	12/12/2019	25.00	25.00
036-2458*65460*10	WSHD	12/23/2019	5.76	5.76
036-2475*65460*31	WSHD	12/02/2019	33.23	33.23
036-2475*65460*31	WSHD	12/02/2019	5.61	5.10
036-2475*65460*31	WSHD	12/02/2019	37.40	37.40
036-2475*65460*31	WSHD	12/02/2019	45.50	45.50
036-2475*65460*31	WSHD	12/02/2019	11.94	11.94
036-2547*65460*19	WSHD	12/18/2019	12.02	12.02
036-2547*65460*19	WSHD	12/19/2019	88.07	88.07
036-2547*65460*19	WSHD	12/27/2019	27.50	26.38
036-2815*65460*29	WSHD	12/02/2019	1,118.14	943.22
036-2815*65460*29	WSHD	12/02/2019	101.85	101.85
036-2945*65460*12	WSHD	12/02/2019	21.31	21.31
036-2945*65460*12	WSHD	12/02/2019	51.22	51.22
036-2945*65460*12	WSHD	12/02/2019	14.66	14.66
036-2945*65460*12	WSHD	12/03/2019	26.99	26.99
036-3430*65460*9	WSHD	12/04/2019	55.26	55.26
036-3430*65460*9	WSHD	12/04/2019	30.58	30.58
036-3430*65460*9	WSHD	12/04/2019	15.00	15.00
1011*65460*41	WSHD	12/06/2019	624.44	523.58
1019*65460*40	WSHD	12/16/2019	39.28	39.28
1019*65460*40	WSHD	12/16/2019	59.90	59.90
1019*65460*40	WSHD	12/16/2019	15.84	15.84
1019*65460*40	WSHD	12/16/2019	6.74	6.74
1019*65460*40	WSHD	12/16/2019	5.76	5.76
1038*65460*37	WSHD	10/02/2019	19.32	19.32
1038*65460*37	WSHD	10/02/2019	15.39	15.39
1038*65460*37	WSHD	10/03/2019	20.96	20.96
1049*65460*33	WSHD	12/02/2019	6.36	6.36
1049*65460*33	WSHD	12/02/2019	33.23	33.23
1049*65460*33	WSHD	12/06/2019	40.94	40.94
1049*65460*33	WSHD	12/24/2019	26.35	26.35
1055*65460*18	WSHD	12/10/2019	451.09	451.09

IHS

GL Totals

Issued 01/16/20

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 12/01/19-12/31/19

Vendor #: 65460

Brookshire Bros. Phar. (Winnie)
P.O. Box 2058
Lufkin, TX 75904

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1055*65460*18	WSHD	12/10/2019	96.91	55.08
1081*65460*15	WSHD	12/03/2019	25.00	25.00
1081*65460*15	WSHD	12/03/2019	12.00	12.00
1081*65460*15	WSHD	12/13/2019	20.33	20.33
1081*65460*15	WSHD	12/31/2019	32.50	32.50
1091*65460*22	WSHD	12/03/2019	545.00	456.05
1091*65460*22	WSHD	12/03/2019	21.82	21.82
1091*65460*22	WSHD	12/03/2019	15.84	15.84
1096*65460*19	WSHD	12/26/2019	36.29	36.29
1107*65460*17	WSHD	12/14/2019	40.94	40.94
1107*65460*17	WSHD	12/14/2019	26.99	26.99
1122*65460*10	WSHD	12/10/2019	25.00	25.00
1122*65460*10	WSHD	12/10/2019	12.00	12.00
1122*65460*10	WSHD	12/11/2019	12.00	12.00
1123*65460*13	WSHD	12/04/2019	12.88	12.88
1123*65460*13	WSHD	12/17/2019	751.54	631.61
1123*65460*13	WSHD	12/17/2019	12.02	12.02
1124*65460*10	WSHD	12/30/2019	19.89	19.89
1128*65460*9	WSHD	12/16/2019	5.58	4.19
1128*65460*9	WSHD	12/16/2019	51.61	51.61
1128*65460*9	WSHD	12/16/2019	59.90	59.90
1132*65460*6	WSHD	12/05/2019	27.43	27.43
1132*65460*6	WSHD	12/06/2019	18.01	18.01
1132*65460*6	WSHD	12/06/2019	36.29	36.29
1132*65460*6	WSHD	12/06/2019	27.50	26.38
1132*65460*6	WSHD	12/19/2019	24.28	16.46
1134*65460*10	WSHD	12/02/2019	255.82	255.82
1134*65460*10	WSHD	12/03/2019	29.81	28.33
1134*65460*10	WSHD	12/06/2019	667.08	559.82
1137*65460*8	WSHD	12/03/2019	9.56	8.71
1137*65460*8	WSHD	12/19/2019	11.33	11.33
1140*65460*7	WSHD	12/19/2019	8.19	7.00
1140*65460*7	WSHD	12/19/2019	35.18	29.57
1140*65460*7	WSHD	12/27/2019	19.50	19.50
1140*65460*7	WSHD	12/27/2019	12.00	12.00
1140*65460*7	WSHD	12/27/2019	59.85	59.85
1141*65460*9	WSHD	12/17/2019	7.32	7.32
1141*65460*9	WSHD	12/17/2019	7.18	7.18
1141*65460*9	WSHD	12/17/2019	5.58	4.19
1141*65460*9	WSHD	12/17/2019	12.00	12.00
1141*65460*9	WSHD	12/17/2019	10.75	10.75
1141*65460*9	WSHD	12/17/2019	10.00	10.00
1141*65460*9	WSHD	12/17/2019	47.98	47.98
1141*65460*9	WSHD	12/19/2019	5.70	5.70
1151*65460*4	WSHD	12/11/2019	5.95	5.95
1151*65460*4	WSHD	12/11/2019	109.29	109.29
1151*65460*4	WSHD	12/11/2019	6.74	6.74

•IHS

Issued 01/16/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 12/01/19-12/31/19

Brookshire Bros. Phar. (Winnie)
P.O. Box 2058
Lufkin, TX 75904

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1151*65460*4	WSHD	12/11/2019	10.00	10.00
25 invoices, 82 line items			6,415.36	5,759.13
Grand Totals			6,415.36	5,759.13

25 total invoices
82 total line items

•IHS
 Issued 01/16/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 12/01/19-12/31/19

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

Vendor #: 18651

GL #	Description	Amount
WSHD	Wshd	1,700.02
Expenditures		1,700.02
Reimb/Adjustments		
Grand Total		1,700.02

12 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-3364*18651*68	WSHD	12/11/2019	42.61	21.19
036-3364*18651*68	WSHD	12/11/2019	23.62	12.76
036-3364*18651*68	WSHD	12/11/2019	22.87	22.87
036-3364*18651*68	WSHD	12/11/2019	24.00	24.00
036-3364*18651*68	WSHD	12/11/2019	24.00	24.00
036-3464*18651*12	WSHD	12/09/2019	1.33	1.33
036-3464*18651*12	WSHD	12/20/2019	2.59	2.59
036-3464*18651*12	WSHD	12/20/2019	1.60	1.60
036-3464*18651*12	WSHD	12/20/2019	5.00	5.00
036-3464*18651*12	WSHD	12/20/2019	138.02	138.02
1007*18651*16	WSHD	12/18/2019	28.76	20.32
1040*18651*35	WSHD	12/11/2019	27.67	19.81
1086*18651*19	WSHD	12/09/2019	82.24	40.01
1086*18651*19	WSHD	12/09/2019	82.24	40.01
1093*18651*15	WSHD	12/05/2019	25.00	25.00
1115*18651*4	WSHD	12/16/2019	7.40	4.30
1115*18651*4	WSHD	12/18/2019	49.84	40.01
1115*18651*4	WSHD	12/18/2019	359.95	227.54
1154*18651*2	WSHD	12/11/2019	23.29	12.60
1154*18651*2	WSHD	12/11/2019	1,042.65	484.67
1154*18651*2	WSHD	12/19/2019	53.12	26.35
1157*18651*4	WSHD	12/06/2019	161.71	76.82
1157*18651*4	WSHD	12/06/2019	131.49	62.83
1157*18651*4	WSHD	12/06/2019	104.92	50.53
1158*18651*2	WSHD	12/05/2019	45.00	45.00
1160*18651*2	WSHD	12/06/2019	105.14	50.64
1160*18651*2	WSHD	12/06/2019	88.70	43.00
1160*18651*2	WSHD	12/09/2019	39.98	39.98
1160*18651*2	WSHD	12/19/2019	134.66	64.30
1169*18651*1	WSHD	12/11/2019	16.88	16.88
1169*18651*1	WSHD	12/11/2019	28.84	15.35
1169*18651*1	WSHD	12/18/2019	28.76	20.32
1169*18651*1	WSHD	12/18/2019	14.87	14.87
1169*18651*1	WSHD	12/18/2019	8.18	5.52

GL Totals

•IHS
Issued 01/16/20

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 12/01/19-12/31/19

Vendor #: 18651

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

Invoice #	GL #	Date in	Amt Billed	Amt Paid
12 invoices, 34 line items			2,976.93	1,700.02
Grand Totals			2,976.93	1,700.02

12 total invoices
34 total line items

GL Totals

Issued 01/15/20

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 12/01/19-12/31/19

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

Vendor #: 63614

GL #	Description	Amount
WSHD	Wshd	5,559.46
Expenditures		5,559.46
Reimb/Adjustments		
Grand Total		5,559.46

10 total invoices

**GL Totals Detail
Invoice #**

GL #	Date in	Amt Billed	Amt Paid
1008*63614*10	11/11/2019	848.00	203.52
1040*63614*14	11/04/2019	1,077.00	258.48
1081*63614*11	10/31/2019	391.00	93.84
1081*63614*11	11/12/2019	523.00	125.52
1091*63614*11	10/24/2019	519.00	124.56
1093*63614*5	10/29/2019	391.00	93.84
1111*63614*7	11/04/2019	323.00	77.52
1128*63614*3	10/31/2019	15,600.31	3,744.08
1128*63614*3	11/13/2019	323.00	77.52
1131*63614*6	11/13/2019	1,180.00	283.20
1131*63614*6	10/30/2019	323.00	77.52
1134*63614*2	11/25/2019	1,343.08	322.34
1141*63614*1	11/01/2019	323.00	77.52
10 invoices, 13 line items	***	23,164.39	5,559.46
Grand Totals		23,164.39	5,559.46

10 total invoices
13 total line items

oIHS
 Issued 01/15/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 12/01/19-12/31/19

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

Vendor #: 63615
 NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	3,137.82
Expenditures		3,137.82
Reimb/Adjustments		
Grand Total		3,137.82

11 total invoices

GL Totals Detail
Invoice #

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2547*63615*5	WSHD	09/09/2019	183.00	0.00
1008*63615*10	WSHD	11/11/2019	270.00	56.08
1008*63615*10	WSHD	11/11/2019	298.00	62.23
1040*63615*16	WSHD	10/24/2019	880.00	553.37
1081*63615*10	WSHD	10/31/2019	270.00	56.08
1081*63615*10	WSHD	10/31/2019	23.00	8.02
1086*63615*2	WSHD	10/14/2019	183.00	39.92
1086*63615*2	WSHD	10/14/2019	148.00	36.25
1111*63615*8	WSHD	11/04/2019	270.00	56.08
1128*63615*3	WSHD	10/31/2019	960.00	607.27
1128*63615*3	WSHD	10/31/2019	504.00	504.00
1128*63615*3	WSHD	10/31/2019	1,668.00	467.04
1128*63615*3	WSHD	10/31/2019	1,380.00	386.40
1131*63615*4	WSHD	11/27/2019	178.00	64.80
1131*63615*4	WSHD	11/27/2019	48.00	16.68
1131*63615*4	WSHD	11/27/2019	10.00	2.89
1131*63615*5	WSHD	11/13/2019	148.00	20.84
1131*63615*5	WSHD	11/13/2019	113.00	22.78
1134*63615*2	WSHD	11/25/2019	20.00	7.38
1134*63615*2	WSHD	11/25/2019	273.00	65.29
1134*63615*2	WSHD	11/25/2019	153.00	39.13
1141*63615*1	WSHD	11/04/2019	273.00	65.29

11 invoices, 22 line items

8,253.00 **3,137.82**

Grand Totals

8,253.00 **3,137.82**

11 total invoices
 22 total line items

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

Invoice # 69157

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

Date: 1/1/2020

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

Terms: Net receipt of invoice

Professional services for the month of February 2020

1,109.00

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!!!

IHS



1040
W-2

YOUR TAX INFO IS COMING SOON!

Available online by the end of January at
aesSuccess.org/Tax

004039020441001

January 4, 2020

MONTHLY BILL

Name: SHERRY STERN
Account Number: 92 5529 5461

RECEIVED
JAN 14 2020

Payment Summary	
Last Payment Received	12/23/2019
Current Payment Due	\$150.14
Total Due by 01/25/2020	\$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	\$5,125.85	\$6.31	3.750%	\$90.67	\$90.67
*1001	11/29/2006	UNCNS	\$8,625.28	\$3,361.80	\$4.14	3.750%	\$59.47	\$59.47

Outstanding interest accrued as of 01/04/2020

*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
02/08/2020	\$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 co-signer 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

01/25/2020

\$

\$150.14

20200040192552954611000015014000000000000000002



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

#BWNDHKB
#B612 1327 2501 04L0#
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		\$24.77
Principal Satisfied		\$125.37
Late Fees Paid		\$0.00

As of today, you've paid on your loans		\$16,064.98
Total Interest Satisfied		\$4,841.68
Total Principal Satisfied		\$11,215.80
Total Late Fees Paid		\$7.50

•IHS
 Issued 01/15/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 12/01/19-12/31/19

Penelope (Polly) Butler
 7750 Gladys, Suite B
 Beaumont, TX 77706

Vendor #: 13632

GL #	Description	Amount
WSHD	Wshd	170.00
Expenditures		170.00
Reimb/Adjustments		
Grand Total		170.00

1 total invoices

**GL Totals Detail
 Invoice #**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
YC17*13632*4	WSHD	12/06/2019	85.00	85.00
YC17*13632*4	WSHD	12/23/2019	85.00	85.00
1 invoices, 2 line items			170.00	170.00
Grand Totals			170.00	170.00

1 total invoices
 2 total line items

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

Date Printed: JAN 15 2020

Invoice Number: 15587
CLIENT#: 2133

Due Date: FEB 11 2020
Total amount due: \$50.00

Remit To:

Amount of remittance: \$ _____

Carroll R. Hand Insurance Agency
P O Drawer 1000
Anahuac, TX 77514

RECEIVED
JAN 17 2020

Please return this portion with payment

Invoice Date: FEB 11 2020

Type: A

Invoice # 15587

Trans Code	Coverage Eff Date	Policy#	Line of Business	Description	Amount
RE	FEB 11 2020	TX805103	Surety Bonds	Renewal Raul Espinoza Vond	\$50.00
TOTAL AMOUNT DUE:					<u>\$50.00</u>

Carroll R. Hand Insurance Agency
P O Drawer 1000
Anahuac, TX 77514

PHONE : (409) 267-3115

FAX: (409) 267-3451

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

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

January 22, 2020

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

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

Dear President Murrell,

Attached, please find Benckenstein & Oxford's monthly time entry invoice for October 2019. This invoice is for \$15,100.00 but the amount due is \$14,100.00 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 \$14,100.00 representing the balance owed for October 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

January 22, 2020

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

INVOICE #: 49550 **HOIV**
Billed through: October 31, 2019
Client/Matter #: WSHD 87250

RE: Winnie-Stowell Hospital District

PROFESSIONAL SERVICES RENDERED

10/01/19	HOIV	Conference call with Amegy Bank representative regarding line of credit for the District.	0.40 hrs
10/02/19	HOIV	Conference call with LTC Group regarding prior discussions with Amegy Bank regarding a line of credit for the District's nursing facility operations.	0.30 hrs
10/02/19	HOIV	Prepared for and attended Special Meeting to discuss Hurricane Imelda damage to the Hospital.	2.10 hrs
10/03/19	HOIV	Conference call with Amegy Bank regarding the District and QIPP program; and gathered documents to prepare multiple extensive e-mails to the bank in order to respond to various questions by bank.	3.40 hrs
10/03/19	HOIV	Read, reviewed, and responded to e-mail from Regency regarding QIPP, Year 3, Component 2 nursing requirements and the District's offer to pay a portion of the cost for the additional nursing hours.	0.60 hrs
10/04/19	HOIV	Worked with counsel for Caring Healthcare by participating in a conference call; exchanged three (3) e-mails; and reviewed fines assessed against Marshal Maner; and reviewed Management Agreement regarding indemnity for such a fine.	1.70 hrs
10/04/19	HOIV	Read and reviewed two (2) e-mails with staff and Riceland regarding utilization of Riceland facilities off campus.	0.20 hrs
10/04/19	HOIV	Exchanged two (2) e-mails with Amegy Bank regarding attorney opinion and disclosing opinions issued to the District regarding utilization of a double lock box arrangement to secure a line of credit for nursing home operations.	0.30 hrs
10/04/19	HOIV	Exchanged two (2) e-mails with Regency regarding QIPP Year 3, Component 2 nursing program and Regency's efforts to achieve the metric for additional nursing hours.	0.30 hrs
10/09/19	HOIV	Read, reviewed, and commented on proposed Willowbrook Operations Transfer Agreement and financials for the Willowbrook facility supplied by HMG.	1.20 hrs
10/09/19	HOIV	Read and reviewed WSHD Texas Independence Health Plan presented by Regency and gave approval to execute the agreement.	0.40 hrs

Client-	WSHD	87250	Invoice #	49550	PAGE	2
10/09/19	HOIV	Read, reviewed, and commented on draft Conflict of Interest letter submitted by counsel for Caring Healthcare regarding the Marshall Manor fine.			0.20	hrs
10/10/19	HOIV	Participated in conference calls with Caring Healthcare, Counsel for Caring Healthcare, staff, LTC, and Board members to receive an understanding of the fines assessed against Marshall Manor and to convey the matter to the certain board members; and prepared extensive e-mail to the Board, in anticipation of the District's upcoming Board meeting to explain the fines assessed against Marshall Manor.			4.60	hrs
10/10/19	HOIV	Exchanged three (3) e-mails with Amegy Bank to check the status of line of credit opinion and to answer questions by bank's counsel.			0.30	hrs
10/10/19	HOIV	Conference call with Caring Healthcare regarding fine issued by CMS and State of Texas against Marshall Manor.			0.40	hrs
10/10/19	HOIV	Conference call with LTC Group to discuss Marshal Manor fine; basis for issuing fines; and trends by CMS and State of Texas to issue fines to various nursing homes in the state.			0.60	hrs
10/10/19	HOIV	Received and reviewed pro-forma from LTC regarding Willowbrook facility and participated in conference call with LTC regarding the acquisition of the Willowbrook facility.			0.70	hrs
10/11/19	HOIV	Worked with LTC Group to analyses the Willowbrook facility and to compare facility to other District facilities; drafted e-mails to HMG, LTC to request additional information on the facility; and conveyed correspondence to the Board in anticipation of upcoming Board meeting.			4.50	hrs
10/11/19	HOIV	Prepare extensive e-mail to the Board advising on the Marshall Manor fine and explained the basis of the fine as well as the plan of action.			1.80	hrs
10/11/19	HOIV	Began preparing minutes for the September 18, 2019 Regular Meeting Minutes and the October 2, 2019 Special Meeting.			3.20	hrs
10/14/19	HOIV	Continued with preparing and revising draft minutes from the September 18, 2019 Regular Meeting and Special Meeting on October 2, 2019.			4.80	hrs
10/14/19	HOIV	Read and reviewed updated rate of return spreadsheet that was updated to include Willowbrook facility.			0.60	hrs
10/15/19	HOIV	Received scorecard for QIPP Year 2, 4th Quarter Component 2, 3 and lapsing funds payment; modified the spreadsheet and began working with LTC Group to extract the information needed to advise the Board at the upcoming meeting.			1.70	hrs
10/16/19	HOIV	Prepared for and attended Regular Meeting of the District.			3.50	hrs
10/16/19	HOIV	Worked with staff to prepare Treasurer's report and Board binder for the upcoming Regular Meeting.			2.20	hrs
10/16/19	HOIV	Analyzed current QIPP payment and expenses; and assisted District CPA with proposed budget amendments and preparation of the budget amendment spreadsheet to be presented to the Board.			1.50	hrs
10/17/19	HOIV	Received updated QIPP cash flow chart from LTC Group and made revisions			1.80	hrs

in order to determine the District's projected cash flow for the remainder of the year.

10/21/19	HOIV	Conference call with J.S. Edwards and Sherlock regarding windstorm and flood insurance quotes for new facility.	0.30 hrs
10/21/19	HOIV	Received e-mail from HHSC regarding the reduction in Medicaid beds for Marshall Manor and prepared e-mail to Caring Healthcare to determine whether the reduction in Medicaid was in response to fines and if the reduction in beds affects the District's income; and then participated in a conference call with Caring Healthcare staff to discuss the same.	0.70 hrs
10/21/19	HOIV	Received and reviewed e-mail from Senior Living Properties regarding Component 2 income projections for their two facilities and their engagement of Sage Telehealth.	0.40 hrs
10/22/19	HOIV	Prepared draft commercial lease agreement for the WSHD and Hospital and researched status of property taxes for Hospital if they leased to the District.	4.80 hrs
10/22/19	HOIV	Received, reviewed, and commented on draft hearing request related to the HHSC administrative penalties assessed on Marshall Manor from counsel for Caring Healthcare.	0.60 hrs
10/23/19	HOIV	Received and reviewed notice of claim against Marshal Manor and submitted to nursing facility for review.	0.30 hrs
10/23/19	HOIV	Received and reviewed proposed edits by staff to the draft Lease agreement with Hospital and made suggested changes.	0.40 hrs
10/23/19	HOIV	Received response from Amegy Bank and responded to questions about sharing the line of credit with facilities with an explanation that this is prohibited under the rules.	0.80 hrs
10/29/19	HOIV	Received e-mail with Year 2 Quarter 4 Scorecard, reviewed the scorecard, and forwarded to HMG and LTC Group in an e-mail inquiring about the overpayments.	0.70 hrs
10/30/19	HOIV	Worked with LTC to understanding reconciliation payment spreadsheets for year 2; and drafted e-mail to staff explaining the spreadsheets.	1.60 hrs
10/31/19	HOIV	Worked with staff to prepare monthly spreadsheets for Component 1 and 2 for QIPP Year 3.	3.70 hrs
10/31/19	HOIV	Received QIPP Year 3, Component 1 and 2 Payment sheet from LTC Group for September 2019 and exchanged multiple telephone calls with staff and e-mails to recommend revising the District's spreadsheets in order to be distinguish between the	2.80 hrs
		Total fees for this matter	\$15,100.00

BILLING SUMMARY:

Oxford, IV Hubert 60.40 hrs @ \$250.00 /hr \$15,100.00

Client-

WSHD 87250

Invoice # 49550

PAGE

4

TOTAL FEES	\$15,100.00
TOTAL CHARGES FOR THIS INVOICE	\$15,100.00
RETAINER	\$1,000.00 CR
TOTAL BALANCE NOW DUE	\$14,100.00

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

January 20, 2020

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

Re: Invoice and Draft Minutes for the Public Hearing and Regular Meeting on
December 18, 2019; Our File No. 87250.

Dear President Murrell,

Attached, please find the draft minutes for the Public Hearing and Regular Meeting on
December 18, 2019. 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 December 2019. We would request that you put this invoice in line
for payment at the January 22, 2020 Regular Meeting and we will give the District credit for the
\$1,000.00 payment when we submit the hourly invoice for December 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

RECEIVED
JAN 21 2020

01/21/2020

Invoice # 21503

Professional Services

	<u>Amount</u>
01/21/20 12-10-19 Review and approve payroll. .25 Hrs.	1,625.00
12-11-19 Run preliminary reports for November and review. Make adjustments and update. 3.00 Hrs.	
12-11-19 Prepare for Budget Meeting. 1.25 Hrs.	
12-11-19 Meet with Budget Committee and go over 2020 budget. 2.75 Hrs.	
12-16-19 Review Draft Audit. .75 Hrs.	
12-18-19 Make adjustments and complete reports for meeting. 1.50 Hrs.	
12-18-19 - Prepare and attend Meeting. 2.50 Hrs.	
12-27-19 Assist on change in payroll and calculate short period. 1.00 Hrs.	
Total 13.00 Hrs. @ \$125.00 = \$1,625.00	
For professional services rendered	<u>\$1,625.00</u>
Balance due	<u><u>\$1,625.00</u></u>

Invoices Due Upon Receipt



CONTRACT INVOICE

Invoice Number: INV757771
 Invoice Date: 01/07/2020

Bill To: Winnie - Stowell Hospital District
 PO Box 1997
 Winnie, TX 77665

Customer: Winnie - Stowell Hospital District
 310 SH 124
 Winnie, TX 77665

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
3A0064	Net 30	02/06/2020	\$61.61	\$61.61	
Invoice Remarks					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
7987PTM-01		\$61.61		07/05/2019	10/04/2024
Contract Remarks					

Summary:

Contract base rate charge for this billing period	\$0.00
Contract overage charge for the 10/05/2019 to 01/04/2020 overage period	\$61.61 **
	\$61.61

**See overage details below

Detail:

Equipment included under this contract

HP/E57540dn

Number	Serial Number	Base Adj.	Location
3A4114	MXBCMSM00N	\$0.00	Winnie - Stowell Hospital District 310 SH 124 Winnie, TX 77665

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
Color	3A4114 - Color	135	582 *		447	300	147	\$0.075000	\$11.03
B\W	3A4114 - B\W	6,145	19,743 *		13,598	9,000	4,598	\$0.011000	\$50.58
									\$61.61

* Estimated meter reading



Hello, paperless billing!

CONVENIENCE • SECURITY • ECO-FRIENDLY

Log in to sign up at function-4.com/paperless

Please include invoice number on check.
 Remit Payment To:
 Function 4, LLC
 12560 Reed Rd, Ste 200
 Sugar Land, TX 77478

3A0064	INV757771
Invoice SubTotal	\$61.61
Tax:	\$0.00
Invoice Total	\$61.61
Balance Due:	\$61.61

TED B. HARP JR
ENGINEERING & SURVEYING
P. O. BOX 12548
BEAUMONT, TEXAS 77726

(409) 893-2119 CELL

(409) 924-8079 FAX

-INVOICE-

15 January 2020

Winnie/Stowell Hospital District
520 Broadway
Winnie, TX 77665

RECEIVED
JAN 16 2020

REFERENCE: Windstorm Inspection.

Fee \$ 1500.00

Total Remaining Due \$ 1500.00

I APPRECIATE THE OPPORTUNITY TO BE OF SERVICE TO YOU. IF YOU NEED ANYTHING FURTHER, PLEASE DO NOT HESITATE TO CONTACT ME.

TED HARP JR. P.E., RPLS

Technology Solutions of Texas,
L.L.C.

Invoice 1407

TECHNOLOGY
SOLUTIONS-TX

5725 Frost St
Beaumont, TX 77706
4095545953
ronnie@techsol-tx.com
<http://www.techsol-tx.com>

BILL TO

Sherrie Norris
Winnie Stowell Hospital District
538 Broadway
Winnie, TX 77665
United States

DATE
12/31/2019

PLEASE PAY
\$237.50

DUE DATE
01/01/2020

DATE	DESCRIPTION	QTY	RATE	AMOUNT
12/02/2019	IT Services:Support Hours Assist with Network Configuration to address multi-user issue.	2	95.00	190.00
12/13/2019	IT Services:Support Hours Laptop not booting. Simple fix, half hour charge for 'travel time'	0.50	95.00	47.50

TOTAL DUE

\$237.50

THANK YOU.

Exhibit “C”

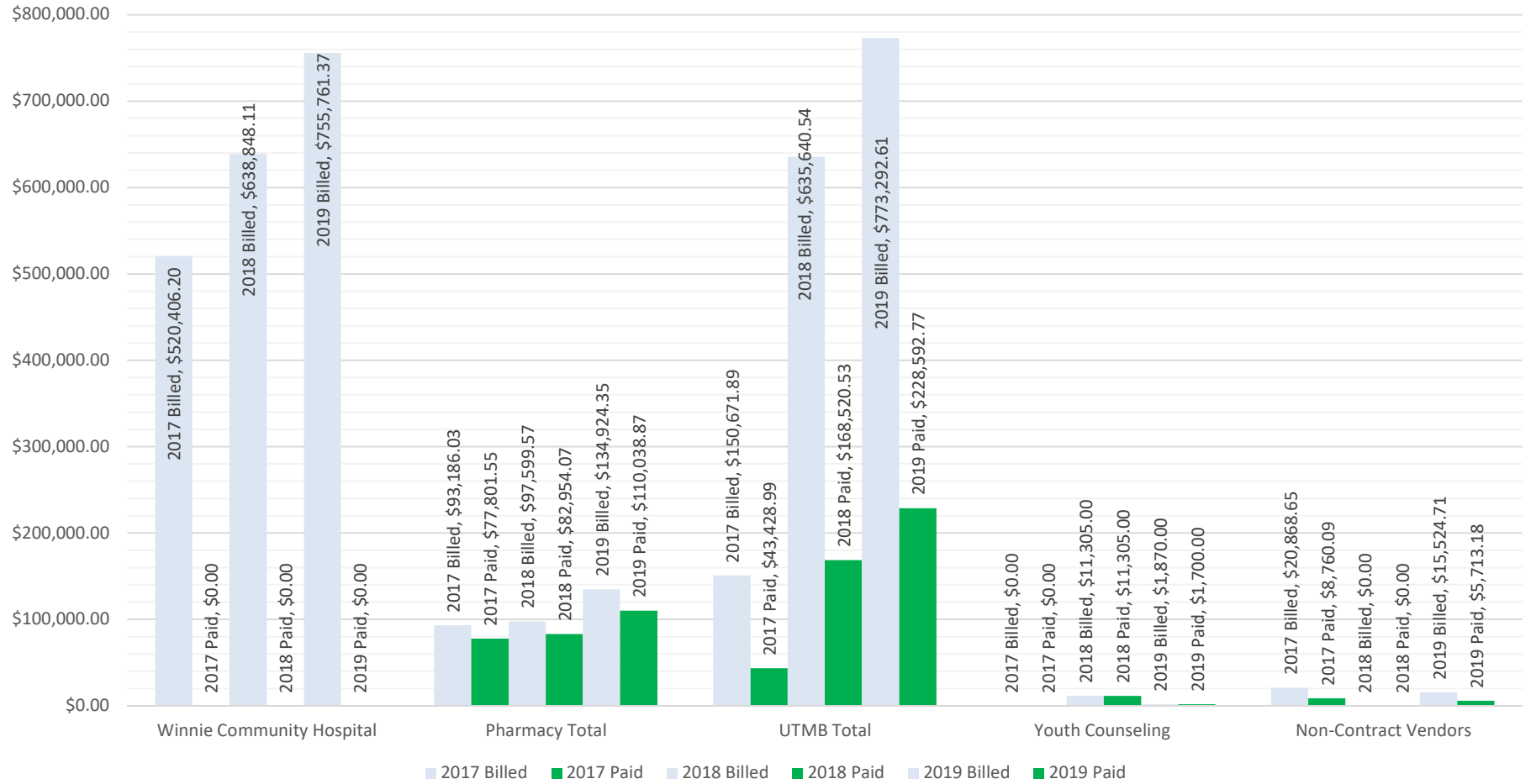
Indigent Care YTD Expenditures Worksheet

	December				Year to Date			
	66				961			
Clients:	66				961			
Youth Counseled:	1				76			
	Billed Amount	Medicaid Rate	% of Services	Actually Paid	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Summary by Facility								
Winnie Community Hospital	\$57,796.00	\$23,160.58	58.65%	\$0.00	\$755,761.37	\$309,326.39	47.19%	\$0.00
Brookshire Brothers Pharmacy Corp	\$6,415.36	\$5,759.13	14.58%	\$5,759.13	\$101,170.99	\$89,105.36	13.59%	\$89,105.36
Brookshire Brothers Pharmacy Med	\$0.00	\$0.00	0.00%	\$0.00	\$113.15	\$113.15	0.02%	\$113.15
Wilcox Pharmacy	\$2,976.93	\$1,700.02	4.31%	\$1,700.02	\$33,640.21	\$20,820.36	3.18%	\$20,820.36
Pharmacy Total	\$9,392.29	\$7,459.15	18.89%	\$7,459.15	\$134,924.35	\$110,038.87	16.79%	\$110,038.87
UTMB Hospital	\$23,164.39	\$5,559.46	14.08%	\$5,559.46	\$617,985.61	\$181,541.98	27.69%	\$181,541.98
UTMB ER- Barrier Reef Physician	\$0.00	\$0.00	0.00%	\$0.00	\$3,442.00	\$664.72	0.10%	\$664.72
UTMB Anesthesia	\$2,344.00	\$1,664.64	4.22%	\$1,664.64	\$22,662.00	\$13,795.18	2.10%	\$13,795.18
UTMB Lab/Xray	\$0.00	\$0.00	0.00%	\$0.00	\$18,887.00	\$3,974.56	0.61%	\$3,974.56
UTMB Physician Services	\$5,909.00	\$1,473.00	3.73%	\$1,473.00	\$110,316.00	\$28,616.33	4.37%	\$28,616.33
UTMB Total	\$31,417.39	\$8,697.10	22.03%	\$8,697.10	\$773,292.61	\$228,592.77	34.87%	\$228,592.77
Chambers Co Public Hosp Distr ER	\$0.00	\$0.00	0.00%	\$0.00	\$13,372.71	\$5,324.28	0.81%	\$5,324.28
Winnie-Stowell EMS	\$0.00	\$0.00	0.00%	\$0.00	\$2,152.00	\$388.90	0.06%	\$388.90
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00	\$15,524.71	\$5,713.18	0.87%	\$5,713.18
Youth Counseling	\$170.00	\$170.00	0.43%	\$0.00	\$1,870.00	\$1,870.00	0.29%	\$1,700.00
Grand Totals	\$98,775.68	\$39,486.83	100%	\$16,156.25	\$1,681,373.04	\$655,541.21	100%	\$346,044.82

Summary by Service Provided

Prescription Drugs	\$9,392.29	\$7,459.15	18.89%	\$7,459.15	\$134,924.35	\$110,038.87	16.79%	\$110,038.87
WCH Clinic	\$6,027.00	\$2,471.07	6.26%	\$0.00	\$113,319.39	\$46,460.97	7.09%	\$0.00
WCH Observation	\$0.00	\$0.00	0.00%	\$0.00	\$60,408.00	\$24,767.28	3.78%	\$0.00
WCH ER	\$16,142.00	\$6,250.45	15.83%	\$0.00	\$244,951.00	\$100,062.14	15.26%	\$0.00
WCH Lab/Xray	\$11,730.00	\$4,656.00	11.79%	\$0.00	\$117,280.00	\$47,931.50	7.31%	\$0.00
WCH Labs	\$876.00	\$359.16	0.91%	\$0.00	\$58,900.00	\$24,149.00	3.68%	\$0.00
WCH Xray	\$12,962.00	\$5,314.42	13.46%	\$0.00	\$66,072.80	\$27,089.84	4.13%	\$0.00
WCH Inpatient	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Outpatient Surgery	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Physical Therapy	\$9,075.00	\$3,720.75	9.42%	\$0.00	\$40,450.00	\$16,584.50	2.53%	\$0.00
WCH Ultrasound	\$689.00	\$282.49	0.72%	\$0.00	\$9,596.00	\$3,934.36	0.60%	\$0.00
WCH CT Scan	\$0.00	\$0.00	0.00%	\$0.00	\$19,339.00	\$7,928.99	1.21%	\$0.00
WCH Optical Specialist	\$0.00	\$0.00	0.00%	\$0.00	\$2,920.00	\$1,197.20	0.18%	\$0.00
UTMB Physician Services	\$5,909.00	\$1,473.00	3.73%	\$1,473.00	\$110,316.00	\$28,616.33	4.37%	\$28,616.33
UTMB Anesthesia	\$2,344.00	\$1,664.64	4.22%	\$1,664.64	\$22,662.00	\$13,795.18	2.10%	\$13,795.18
UTMB In-Patient	\$0.00	\$0.00	0.00%	\$0.00	\$164,172.72	\$61,134.76	9.33%	\$61,134.76
UTMB Outpatient	\$23,164.39	\$5,559.46	14.08%	\$5,559.46	\$453,812.89	\$120,407.22	18.37%	\$120,407.22
UTMB Lab&Xray	\$0.00	\$0.00	0.00%	\$0.00	\$18,887.00	\$3,974.56	0.61%	\$3,974.56
UTMB ER Physician-Barrier Reef	\$0.00	\$0.00	0.00%	\$0.00	\$3,442.00	\$664.72	0.10%	\$664.72
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00	\$15,524.71	\$5,713.18	0.87%	\$5,713.18
Youth Counseling	\$170.00	\$170.00	0.43%	\$0.00	\$1,870.00	\$1,870.00	0.29%	\$1,700.00
Lab/Xray readings for WCH	\$295.00	\$106.24	0.27%	\$0.00	\$22,525.18	\$9,220.61	1.41%	\$0.00
Grant Totals	\$98,775.68	\$39,486.83		\$16,156.25	\$1,681,373.04	\$655,541.21		\$346,044.82

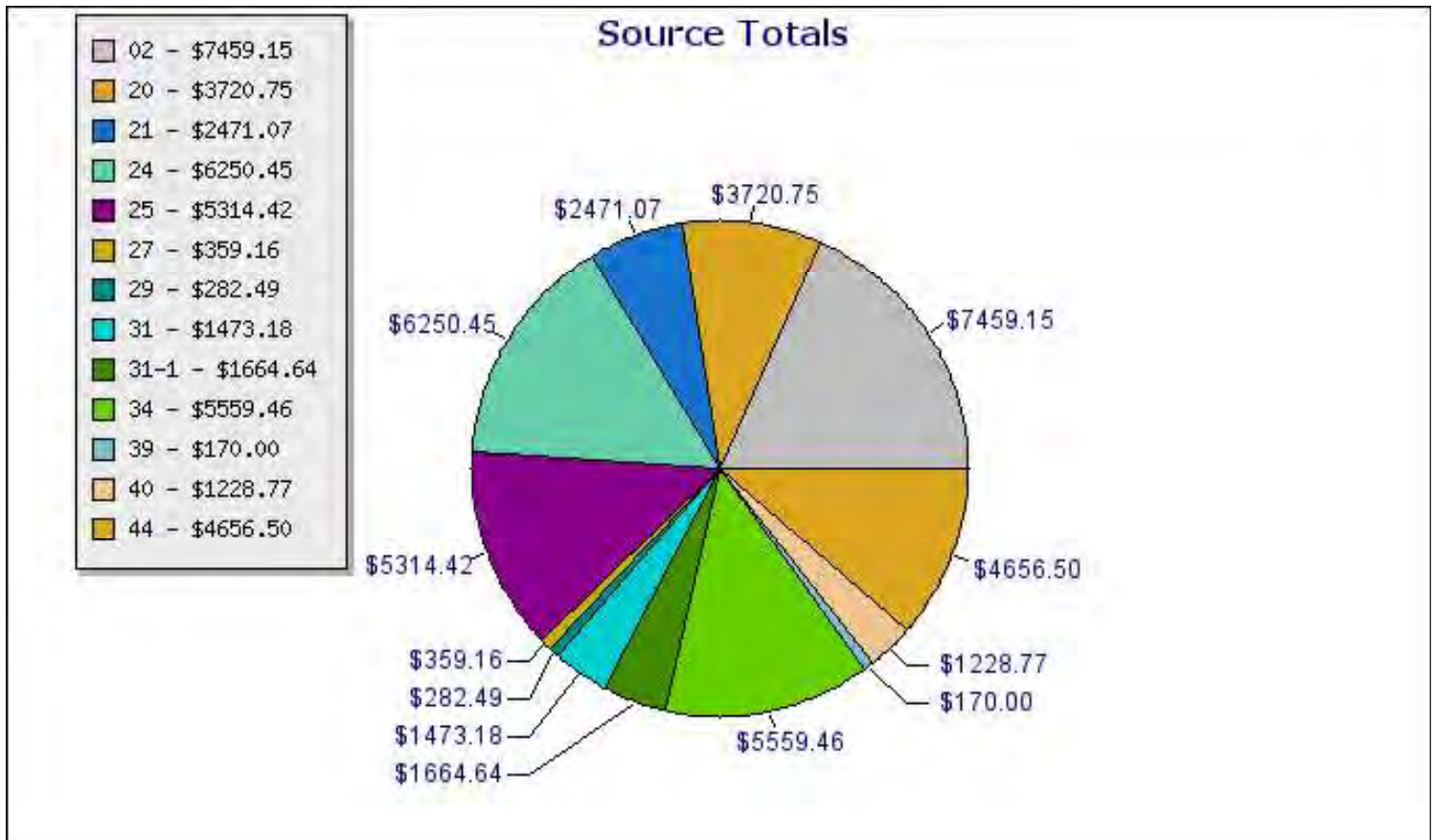
2017 thru 2019 YTD Indigent Care Expense Comparison



Source Totals Report

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 12/01/2019 through 12/31/2019
 For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
02	Prescription Drugs	9,392.29	7,459.15
20	Physical Therapy	9,075.00	3,720.75
21	Wch Clinic	6,027.00	2,471.07
24	Wch Er	16,142.00	6,250.45
25	Wch Lab/X-Ray	12,962.00	5,314.42
27	Wch Labs	876.00	359.16
29	Wch Ultrasound	689.00	282.49
31	Utmb - Physician Services	5,909.00	1,473.18
31-1	Utmb - Anesthesia Services	2,344.00	1,664.64
34	Utmb Out-Patient	23,164.39	5,559.46
39	Youth Counseling	170.00	170.00
40	Wch Optical Specialist	2,997.00	1,228.77
44	Lab/Xray Readings	11,730.00	4,656.50
Expenditures		101,477.68	40,610.04
Reimb/Adjustments			
Grand Total		101,477.68	40,610.04



Source Totals Report

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 12/01/2019 through 12/30/2019
 For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
40	Wch Optical Specialist	2,997.00	1,228.77
44	Lab/Xray Readings	11,435.00	4,550.26
Expenditures		14,432.00	5,779.03
Reimb/Adjustments			
Grand Total		14,432.00	5,779.03

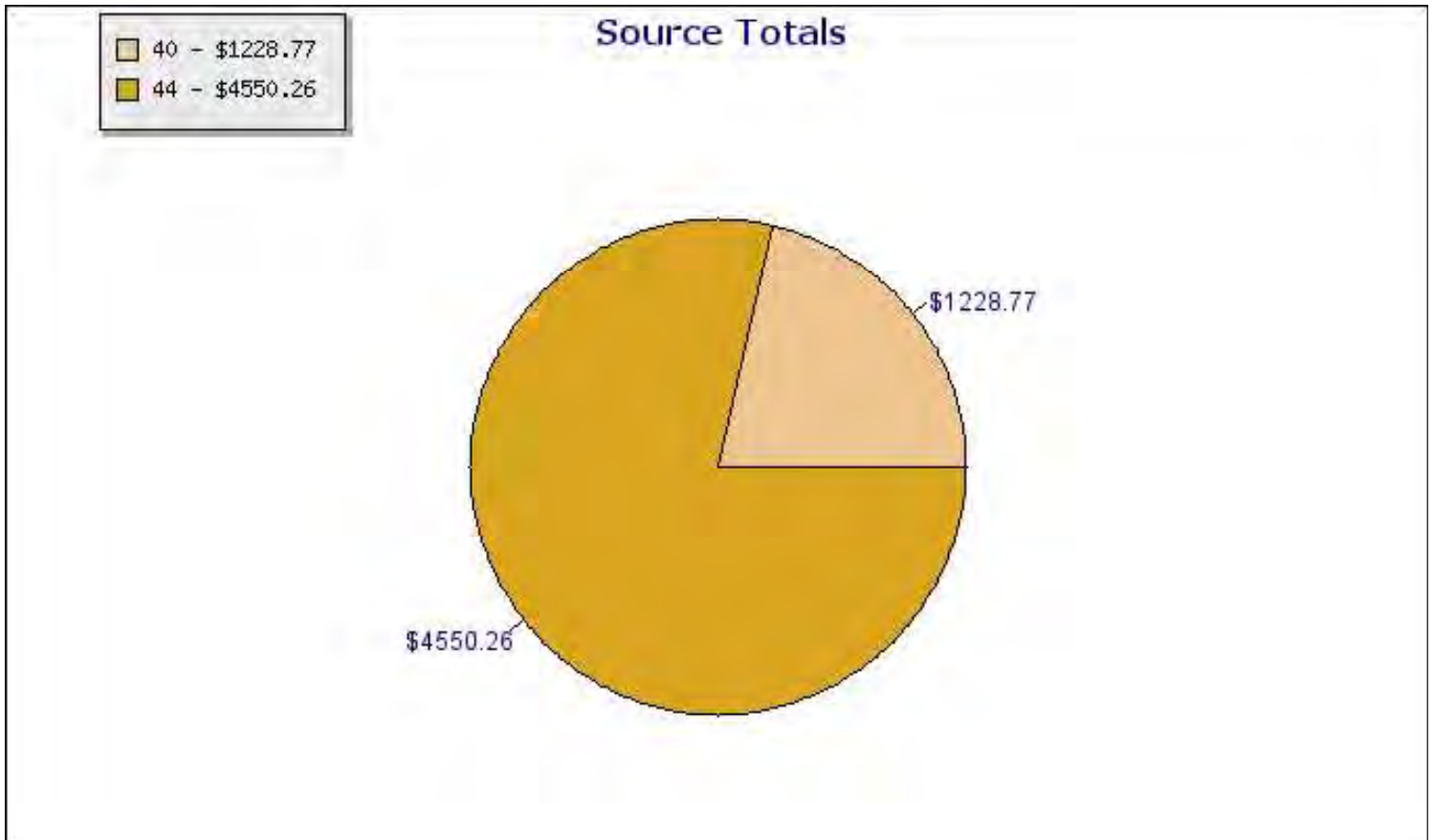


Exhibit “D”

**FIRST AMENDMENT TO THE
REAL PROPERTY COMMERCIAL LEASE AGREEMENT**

THIS AMENDMENT TO THE REAL PROPERTY COMMERCIAL LEASE AGREEMENT (the "Amendment") is made this ____ day of _____ 2020, by and between Rollo Brothers Partnership, a Texas General Partnership ("Landlord"), whose address is P.O. Box 1987, Winnie, Texas 77665 and Winnie Stowell Hospital District, a political entity of the State of Texas, ("Tenant"), whose address for the purpose of this lease is P.O. Box 197, Winnie, Texas 77665

WITNESSETH:

WHEREAS, on October 3, 2019, the Tenant executed a lease agreement (the "Lease") with the Landlord to lease leased 1,000 square feet of retail space in the retail shopping center located at 111 Pine Street and Hwy 124, Winnie, Texas 77765 from October, 3, 2019 to November 30, 2019 without the option to renew.

WHEREAS, in light of the Tenant's inability to vacate the leased premises by November 30, 2019, the Landlord and Tenant have agreed to make certain modifications to the Lease.

WHEREAS, on December 18, 2019, Mr. Edward Murrell, as President of the Winnie Stowell Hospital District, was given permission by the Board Members of the Hospital District to enter into said First Amendment to the Real Property Commercial Lease Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, effective , the parties agree as follows:

ARTICLE 2 - LEASE TERM

Lessee shall have the option to renew this Lease on a month to month basis for any an additional period not to exceed six (6) months from November 30, 2019 (referred to as the "Renewal Term") in accordance with Article 19 hereof.

ARTICLE 19 - OPTION TO RENEW

Provided Lessee is not in default under this lease, Lessee shall have the option to renew the lease on a month to month basis at the Base Rental amount specified above.

ARTICLE 20-DAMAGES

Until such time as the Tenant vacates the leased space, the Lessee agrees to pay either Landlord or Co-Tenant, Rock Paper Scissors, the difference between the current monthly lease amount due by Co-Tenant, Rock Paper Scissors, and the agreed monthly lease Co-Tenant was scheduled to pay starting December 1, 2019 for the space occupied by the Tenant.

First Amendment to the
Real Property Commercial Lease Agreement

All other terms of existing lease will remain in effect.

IN THE WITNESS WHEREOF, the Parties have hereunto set their hands on this, the _____ day of _____, 2020.

Mr. William C. Rollo, Jr.
Rollo Brothers Property
Landlord

Mr. Edward Murrell,
President, Winnie Stowell Hospital District
Tenant

Date

Date

DRAFT

Exhibit “E”

(<http://www.torchnet.org>) Texas Organization of Rural & Community Hospitals

Corporate Membership Application

Annual Corporate Membership Dues - \$1,200.00 (July 1-June 30)

Business, Commercial or Professional Entities, which provide products or services to rural hospitals are eligible for Corporate Membership.

Please Choose Your Membership Level*

Membership Level

Corporate Member ▼

Company Information

Organization Name *

Winnie Stowell Hospital District

Address 1 *

P.O. Box 197

Address 2

City *

Winnie

State *

TX ▼

Postal Code *

77706

Work Phone *

(409) 351-0000

Email *

sherrie@wshd-tx.com

Website

www.wshd-tx.org

Select a category that best describes your company:

Other ▼

List your company's products/services which you offer to rural hospitals and other pertinent information (such as length of business in Texas):

Political Entity of the State of Texas

[Add Additional Listing](#)

Billing Address

(if different from above)

Billing Address 1

Billing Address 2

Billing City

Billing State

Billing Zip

Main Contact Information

Main Contact is the individual who will be listed in the directory and on the TORCH website.

First Name *

Last Name *

Title

Email

Work Phone *

Total Price: \$1,200.00

Name On Card

Card Num

Security Code

Expires

1	▼
2020	▼

Address

P.O. Box 197

City

Winnie

State / Province

TX

Zip / Postal Code

77706

Country

Total Price: \$1,200.00

Submit

Exhibit “F”

****PLEASE NOTE****

****THIS IS A DRAFT ONLY. YOU MUST PERSONALIZE AND TAILOR THIS LETTER TO YOU OR YOUR CENTER BEFORE SUBMITTING TO CMS – REMEMBER TO DELETE THIS AND THE BELOW TEMPLATE NOTES AND BE SURE TO CAREFULLY REVIEW YOUR FINAL LETTER BEFORE SUBMITTING****

[ADD DATE HERE]

Centers for Medicare & Medicaid Services
Department of Health and Human Services
Attention: CMS-2393-P
P.O. Box 8016
Baltimore, MD 21244

To Whom It May Concern:

Please accept this letter of comment on the recently proposed rule, “*Medicaid Program; Medicaid Fiscal Accountability Regulation.*” The changes in this proposed rule would impact our facility due to the rule’s significant impact on Texas’ largest pay for performance program called the Quality Incentive Payment Program (QIPP).

[NAME OF CENTER HERE] is committed to providing high quality care and continually strive to do the best for the residents we serve. Since [INSERT YEAR], [NAME OF CENTER HERE] has participated in the QIPP Program.

As the only supplemental payment program currently available for the nursing home sector in Texas caring for over 60,000 Medicaid recipients daily, QIPP demonstrates the importance the state places on improving quality outcomes for the frail and elderly of Texas. Having shown its effectiveness through actual improvement in measured outcomes, efforts to expand the program should be considered. The financing changes proposed in this rule would negatively impact access to care for residents in my community and would hit nursing facilities, like ours, a major employer in [INSERT CITY]. Because of QIPP, [INSERT FACILITY NAME] has been able to: [CHOOSE ONLY THOSE BULLET POINTS THAT APPLY TO YOUR FACILITY]

- Increase staffing;
- Increase wages and benefits for staff;
- Better compete in an extremely competitive labor market and fill open positions;
- Reduce turnover;
- Implement new technologies;
- Improve and expand staff training and education programs;

- Improve quality;
- Implement value-based purchasing; and
- Make capital improvements to improve the physical setting for our residents.

For example, because of QIPP, we have **[INSERT WHAT YOU HAVE DONE (USE DATA IF YOU HAVE IT) AS A RESULT OF QIPP FUNDING]**

We are passionate about the care our staff provide to our residents. If CMS moves forward with the proposed rule as drafted, we are concerned about the impact this would have on patient care and quality. In addition, given the tight timeframe CMS is proposing for states to come into compliance with the proposed changes, we request that CMS consider a five (5) year transition period that applies to *all* the regulatory changes proposed in this rule. Thank you for your time in reviewing and considering our comments.

Sincerely,

Exhibit “G”

Winnie-Stowell Hospital District			
Executive Summary of Nursing Home Monthly Site Visits			
December 2019			
Facility	Operator		Comments
Spindletop Hill (Clairmont Beaumont)	Regency		Census: 112. Facility had their annual survey in May 2019, they received fifteen tags and their POC was accepted by the state. There were four reportable incidents since the last visit, all were unsubstantiated following review. The facility was well decorated for the holiday season. The facility was very clean, and no compliance issues were noticed during the visit.
The Woodlands Nursing and Rehabilitation Center	Regency		Census: 156. Facility had their annual survey in March 2019, they received six tags, their POC was accepted by the state. The facility was cited for Care Plans in November. There were thirteen reportable incidents since the last visit, all were unsubstantiated. The facility is expecting the remodel to be done in January 2020, they will be hosting an open house in April. The maintenance department is doing a wonderful job with the outside of the facility.
Park Manor of Conroe	HMG		Census: Facility had their annual survey in June 2019, they received four tags, their POC was accepted by the state. There was one reportable incident since the last visit, it was unsubstantiated. The facility was hosting some local college nursing students, they were receiving training as nursing aides. Housekeeping is doing a great job with the facility, it was very clean and well maintained.

November 2019			
Facility	Operator		Comments
Park Manor of Quail Valley	HMG		Census: 108. The facility is in their survey window. There were no reportable incidents since the last visit. The facility is planning on repainting and replacing the hardware on the front door to give it a more inviting appearance. The facility was nicely decorated for the Thanksgiving holiday. There were no compliance issues noticed during the visit.

Garrison Nursing and Rehabilitation	Caring Healthcare	Census: 86. The facility had their annual survey in November 2019, they received eight tags and three life safety violations, they are preparing their POC to send to the state. There were no reportable incidents since the last visit. The facility hosted a Thanksgiving dinner for all staff and residents and their families. All areas of the facility were well maintained and clean.
Golden Villa	Caring Healthcare	Census: 102. Facility had their annual survey in February 2019, their POC was accepted by the state. There were five reportable incidents since the last visit, all were unsubstantiated following state review. The facility is almost at capacity, this has made it difficult to properly clean and buff the floors as there is nowhere to move some residents.
Marshall Manor Nursing and Rehab	Caring Healthcare	Census: 110. The facility had their annual survey in August 2019, their POC was accepted by the state. There were two reportable incidents since the last visit, both were unsubstantiated following state review. The facility has recently installed a new furnace. The residents at the facility were very cordial with the administrator and all residents were well dressed and groomed.
Marshall Manor West	Caring Healthcare	Census: 70. The facility had their annual survey in February 2019, they are in their survey window. There were no reportable incidents since the last visit. The facility has put in new flooring and new paint in the lobby, it has really helped the appearance of the facility. The facility has brought on an aide to help in the evenings, it has greatly reduced the number of falls the facility has.
Rose Haven Retreat	Caring Healthcare	Census: 48. Facility had their annual survey in May 2019, their POC was accepted by the state. There were eight reportable incidents since the last visit, all were unsubstantiated following state review. The facility is working hard to reduce falls, they are trying to provide more one-to-one attention to those residents more likely to fall. The facility has exchanged some of the furniture to the lobby, this has made the lobby more welcoming to visitors.

Administrator: Shawn Gallet
DON: Mark Bourne, RN

FACILITY INFORMATION

Spindletop Hill is a licensed 148- bed facility with an overall star rating of 1 and a rating of 1 star in Quality Measures. Census on day of visit was 112: 2 PP; 5 MC; 81 MDC; 10 HMO; 14 Hospice.

Landscaping outside was well maintained. No evidence of trash or cigarette butts in the parking lot. Lobby area was no longer musty smelling like last visit. A Christmas tree greeted visitors and a sign explaining a remodeling was going on provided communication for many. Postings were up and current. The administrator and DON were not at the facility due to a company meeting. Station 2 Traditions Unit Manager, Cynthia Arnold, provided clinical information and tour.

Ms. Arnold was very accommodating and lead consultant to the Rehab Department. Three residents were working out and said hi as consultant walked into the area. Very tall ceilings were observed which made the space feel even larger. A couple of residents were on oxygen and the tanks were appropriately placed in canisters. Residents appearances looked good as hair had been combed, nails clean and dressed appropriate.

Hall 100 corridor had items on both sides. Housekeeping cart had a bag of Fritos on it and (2) wound treatment carts were unlocked. Personal food items were also on these carts. Oxygen signs were observed throughout the hall. Room #136 had a strong urine smell that was easily detected. Ms. Arnold mentioned she would take care of the issue. Activities for the day and time were spot on: music and manicures. The activity calendar was still on the floor and Ms. Arnold mentioned they may just want them all residents room instead.

Kitchen staff were preparing for their Christmas party that Thursday. Centerpieces on the tables had been placed specifically for the event which provided a nice holiday touch. Kitchen staff had on their hairnets and when consultant asked for temperature logs, the head cook Veronica stated the manager left with them as they were blurry and could not read them. Oven grates were clean as well as all of the bins. The floor was wet with no signs and the team mentioned they would get them out. Boxes were on the floor in the pantry and a roast in the fridge was dated November 2019. Everything else was dated properly. The wall in front of the counter where they make drinks had a light build-up of dust.

The laundry room was well organized except trash cans were in front of the emergency power source. The aide mentioned not having enough room and typically has to place them there. The Lint log was up to date with no lint detected. All supplies were on pallets.

QIPP SCORECARD:

Based off QIPP Scorecard, Spindletop Hill meet all 1 and 2 Component Metrics for September, October and November. Component 3 and 4 Metric results are not available as the data is gathered quarterly.

SURVEY INFORMATION

Facility had their annual survey May 22, 2019, with 15 citations all with POC accepted. No complaints for September, October or November. No complaints during this time period.

REPORTABLE INCIDENTS

Facility had 4 self-reports during the quarter in which all were unsubstantiated.

CLINICAL TRENDING**Incidents/Falls:**

Spindletop Hill had 71 total falls, of which 19 resulted in injury, 15 received skin tears, 4 had bruise, 0 were lacerations, 15 behaviors and 2 other.

Infection Control:

Facility reports 95 total infections: 8 wound infections, 4 EENT infection, 3 blood infections, 13 RESP, 35 Urine.

Weight loss:

Spindletop Hill had 6 residents with 5-10% weight loss in 1 month and 33 with >10% weight loss in 6 months.

Pressure Ulcers:

Spindletop Hill reported 5 residents with pressure ulcers with 5 sites, 3 of them facility-acquired during **Sept./Oct./Nov. 2019.**

Restraints:

Spindletop Hill does not use side rails or restraints.

Staffing:

Spindletop Hill is in need of (1) LVN for 10 to 6, (2) 6 to 2 nurse aides, (5) 2 to 10 nurse aides and (2) nurse aides for 10 to 6.

Quality Indicators - CASPER Report				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Severe Pain (S)	6.4%	8.7%	11.2%	
New/Worsened Pressure Ulcers (S)	0%	0.1%	0.3%	
New Psychoactive Med Use (S)	0%	1.9%	1.9%	
Fall w/Major Injury (L)	6.5%	3.5%	3.5%	
UTI (L)	0%	2.5%	2.9%	
Self-Reported Mod/Severe Pain (L)	4.7%	4.6%	6.0%	
High risk with pressure ulcers (L)	3.6%	6.4%	6.1%	
Loss of Bowel/Bladder Control(L)	68.3%	51.0%	48.3%	
Catheter(L)	2.2%	2.2%	2.3%	
Physical restraint(L)	0%	0.1%	0.2%	
Increased ADL Assistance(L)	14.9%	17.4%	14.6%	
Excessive Weight Loss(L)	9.6%	4.8%	5.9%	
Depressive symptoms(L)	1.2%	2.9%	5.0%	
Antipsychotic medication (L)	15.5%	12.4%	14.3%	

Component 1

Indicator	QAPI Mtg Date	PIP's Implemented (Name specific PIP's)
QAPI Meeting	9/23/19	NA
	10/03/19	
	11/14/19	

QAPI Due Dates:

September 2019:	Due - October 1, 2019	Submitted: yes
October 2019:	Due: November 1, 2019	Submitted: yes
November 2019:	Due: December 2, 2019	Submitted: yes
December 2019:	Due: January 2, 2020	Submitted: _____
January 2020	Due: February 3, 2020	Submitted: _____
February 2020	Due: March 2, 2020	Submitted: _____
March 2020	Due: April 1, 2020	Submitted: _____
April 2020	Due: May 1, 2020	Submitted: _____
May 2020	Due: June 1, 2020	Submitted: _____
June 2020	Due: July 1, 2020	Submitted: _____
July 2020	Due: August 3, 2020	Submitted: _____
August 2020	Due: September 1, 2020	Submitted: _____

Component 2

Indicator	Benchmark Met Y/N	Comments
Did NF maintain 4 additional hours of RN staffing coverage per day, beyond the CMS mandate?	Y	
Did NF maintain 8 additional hours of RN staffing coverage per day, beyond the CMS mandate?	Y	
Does the NF have a staffing recruitment and retention program that includes a self-directed plan and monitoring outcomes?	Y	
Was Workforce Development data submitted q month to QIPP during the quarter?	Y	

Workforce Development & Timeframes

September 2019:	Due - October 3, 2019	Submitted: yes
October 2019:	Due: November 5, 2019	Submitted: yes
November 2019:	Due: December 4, 2019	Submitted: yes
December 2019:	Due: January 6, 2020	Submitted: _____
January 2020	Due: February 5, 2020	Submitted: _____
February 2020	Due: March 4, 2020	Submitted: _____
March 2020	Due: April 3, 2020	Submitted: _____
April 2020	Due: May 5, 2020	Submitted: _____
May 2020	Due: June 3, 2020	Submitted: _____
June 2020	Due: July 3, 2020	Submitted: _____
July 2020	Due: August 5, 2020	Submitted: _____
August 2020	Due: September 3, 2020	Submitted: _____

QIPP Component 3 – CMS Long-Stay Quality Metrics

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	7.35%	13.51%%			Quarterly Metric Results - Pending
Percent of residents who received an anti-psychotic medication	14.56%	15.63%			Quarterly Metric Results - Pending
Percent of residents whose ability to move independently has worsened	17.72%	35.69%			Quarterly Metric Results - Pending

QIPP Component 4 – CMS Long-Stay Quality Metrics

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of residents with urinary tract infections	2.80%	4.14%			Quarterly Metric Results - Pending
Percent of residents whose pneumococcal vaccine is up to date.	93.67%	93.67%			Quarterly Metric Results - Pending
Facility has an infection control program that includes antibiotic stewardship. The program includes policies and training as well as monitoring, documenting and providing staff feedback.					Infection Control Policy reviewed. Yes, per DON Antibiotic Stewardship Program review and is in place with all components. Yes, per DON

Component 3 & 4 One-Month Reconciliation Periods

Quarter	Submission Deadline Close of Business	Date Submission
Quarter 1 Sept 1, 2019 – Nov 20, 2019	December 29, 2019	Pending
Quarter 2 Dec 1, 2019 – Feb 29, 2020	March 29, 2020	Pending
Quarter 3 March 1, 2019 – May 31, 2020	June 28, 2020	Pending
Quarter 4 June 1, 2020 – August 31, 2020	September 27, 2020	Pending

Administrator: Catherine Pyle
Assistant Administrator: Jordon Hall
DON: will start on December 16th

FACILITY INFORMATION

The Woodlands Nursing and Rehabilitation Center is a licensed 214 - bed facility with an overall star rating of 3 and a rating of 4 stars in Quality Measures. Census given was 156: (5) PP; (12) MC; (101) MCD; (7) HMO; (6) Hospice; (13) VA; and (18) Memory Care which does not add up to 156.

Landscaping at the Woodlands is immaculate. The parking lot did have many cigarette butts and some trash observed. Entering the lobby area stood a beautiful Christmas tree with many decorations spread throughout. Consultant went into the public bathroom and observed the floor to be dirty and a broken/missing toilet stick which gave consultant a bad impression initially.

Ms. Pyle and Mr. Hall provided the clinical information and tour of the building. Ms. Pyle mentioned a PIP was in place for lowering the antipsychotic medications of their residents. Both were very professional and cordial to the consultant. Ms. Pyle's mentioned they should be finishing up with remodeling in January and would have an open house in April. A Christmas party celebration on the 23rd was planned for the residents and staff.

The dining room was toured first and staff was cleaning up from lunch time. Menu posting looked the same with what was on the plate for leftovers. Joe Griggs, introduced himself as the dietary manager, and lead the tour. This manager runs a tight ship and his kitchen was in order. His staff was respectful and busy working. Mr. Griggs guided the consultant and provided all information without even having to ask for it. The temperature logs for the refrigerator, freezer and three compartmental-sink were up to date; stove was clean from behind and inside; grates clean; refrigerator and freezer had all items labeled; pantry organized with everything labeled and at the no items too high or placed on the floor. Staff were working on dinner but Mr. Griggs introduced consultant to his staff by their name and they smiled and seemed appreciated.

Observation of residents throughout tour showed to be taken care of with hair combed, nails clean and many smiling at the consultant. The laundry room was toured in which consultant met the manager, who was very friendly and professional. Observation of a lot of bags with clothes in them were situated on the clean side of the room. Consultant was told it was items that no one claimed and the team was planning on doing something with them soon. Lint log was current and no observation of lint to be found in the vents. Supplies were appropriately placed.

QIPP SCORECARD:

Based off QIPP Scorecard, The Woodlands Nursing and Rehabilitation Center meet Component 1 for the months of September and October but not November. Component 2 Metric 1,2 and 3 were all met for September, October and November. Component 3 and 4 Metric results are not available as the data is gathered quarterly.

SURVEY INFORMATION

The annual survey concluded on 3/22/19. The Woodlands were cited for 3 Health deficiencies (resident assessment, and two in pharmacy) and 3 citations under Life Safety Code (egress stop sign on exit door, direct airflow and corridor not latching). POC accepted & cleared. The facility had six complaints during September, October and November in which five were unsubstantiated. The facility was cited for Care Plans in November.

REPORTABLE INCIDENTS

Woodlands Nursing and Rehab had thirteen self-reports in which all were unsubstantiated.

CLINICAL TRENDING**Incidents/Falls:**

During September/October/November 2019, there were 105 falls with no injury, 33 falls with injury, 14 skin tears, 0 fracture, 5 bruises, 6 lacerations, and 11 behaviors.

Infection Control:

During September/October/November 2019, the facility reported a total of 34 infections: 22 with UTI's; 10 wound sites.

Weight loss:

During September/October/November of 2019, (18) total residents had weight lost in which (18) had 5-10% loss and 0 >10% loss in 6 months.

Pressure Ulcers:

During September/October/November 2019, 15 residents had pressure ulcers with 15 sites. Of these, 3 were acquired in house.

Restraints:

The Woodlands does not use side rails or restraints.

Staffing:

The facility currently needs: 1 RN 6 am-6 pm; 1 RN 6 pm to 6 am; 1 LVN 6am-6pm opening, 1 LVN 6 pm-6 am opening; 1 C.N.A. 6am-2pm openings, 3 C.N.A. 2pm-10pm openings, 4 C.N.A. 10pm-6am openings and 5 CMA's.

Quality Indicators - CASPER Report				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Severe Pain (S)	16.1%	8.7%	11.2%	
New/Worsened Pressure Ulcers (S)	0%	0.1%	0.3%	
New Psychoactive Med Use (S)	1%	1.9%	1.9%	
Fall w/Major Injury (L)	2.2%	3.5%	3.5%	
UTI (L)	0%	2.5%	2.9%	
Self-Reported Mod/Severe Pain (L)	1.8%	4.6%	6.0%	
High risk with pressure ulcers (L)	8.5%	6.4%	6.1%	
Loss of Bowel/Bladder Control(L)	41%	51.0%	48.3%	
Catheter(L)	3.8%	2.2%	2.3%	
Physical restraint(L)	0%	0.1%	0.2%	
Increased ADL Assistance(L)	14.5%	17.4%	14.6%	
Excessive Weight Loss(L)	7.9%	4.8%	5.9%	
Depressive symptoms(L)	0.8%	2.9%	5.0%	
Antipsychotic medication (L)	15.3%	12.4%	14.3%	

Component 1

Indicator	QAPI Mtg Date	PIP's Implemented (Name specific PIP's)
QAPI Meeting	9/19/2019	
	10/17/2019	
	11/21/2019	

QAPI Due Dates:

September 2019:	Due - October 1, 2019	Submitted: yes
October 2019:	Due: November 1, 2019	Submitted: yes
November 2019:	Due: December 2, 2019	Submitted: yes
December 2019:	Due: January 2, 2020	Submitted: _____
January 2020	Due: February 3, 2020	Submitted: _____
February 2020	Due: March 2, 2020	Submitted: _____
March 2020	Due: April 1, 2020	Submitted: _____
April 2020	Due: May 1, 2020	Submitted: _____
May 2020	Due: June 1, 2020	Submitted: _____
June 2020	Due: July 1, 2020	Submitted: _____
July 2020	Due: August 3, 2020	Submitted: _____
August 2020	Due: September 1, 2020	Submitted: _____

Component 2

Indicator	Benchmark Met Y/N	Comments
Did NF maintain 4 additional hours of RN staffing coverage per day, beyond the CMS mandate?	Y	
Did NF maintain 8 additional hours of RN staffing coverage per day, beyond the CMS mandate?	Y	
Does the NF have a staffing recruitment and retention program that includes a self-directed plan and monitoring outcomes?	Y	
Was Workforce Development data submitted q month to QIPP during the quarter?	Y	

Workforce Development & Timeframes

September 2019:	Due - October 3, 2019	Submitted: yes
October 2019:	Due: November 5, 2019	Submitted: yes
November 2019:	Due: December 4, 2019	Submitted: yes
December 2019:	Due: January 6, 2020	Submitted: _____
January 2020	Due: February 5, 2020	Submitted: _____
February 2020	Due: March 4, 2020	Submitted: _____
March 2020	Due: April 3, 2020	Submitted: _____
April 2020	Due: May 5, 2020	Submitted: _____
May 2020	Due: June 3, 2020	Submitted: _____
June 2020	Due: July 3, 2020	Submitted: _____
July 2020	Due: August 5, 2020	Submitted: _____

August 2020

Due: September 3, 2020

Submitted: _____

QIPP Component 3 – CMS Long-Stay Quality Metrics

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	7.35%	7.52%			Quarterly Metric Results - Pending
Percent of residents who received an anti-psychotic medication	14.56%	9.18%			Quarterly Metric Results - Pending
Percent of residents whose ability to move independently has worsened	17.72%	12.16%			Quarterly Metric Results - Pending

QIPP Component 4 – CMS Long-Stay Quality Metrics

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of residents with urinary tract infections	2.80%	2.83%			Quarterly Metric Results - Pending
Percent of residents whose pneumococcal vaccine is up to date.	93.67%	93.67%			Quarterly Metric Results - Pending
Facility has an infection control program that includes antibiotic stewardship. The program includes policies and training as well as monitoring,					Infection Control Policy reviewed. Yes, per admin Antibiotic Stewardship Program review and is in place

documenting and providing staff feedback.					with all components. Yes, per admin
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Component 3 & 4 One-Month Reconciliation Periods

Quarter	Submission Deadline Close of Business	Date Submission
Quarter 1 Sept 1, 2019 – Nov 20, 2019	December 29, 2019	Pending
Quarter 2 Dec 1, 2019 – Feb 29, 2020	March 29, 2020	Pending
Quarter 3 March 1, 2019 – May 31, 2020	June 28, 2020	Pending
Quarter 4 June 1, 2020 – August 31, 2020	September 27, 2020	Pending

Administrator: Kimberly Weathers
DON: Ramona Cain, RN

FACILITY INFORMATION

Park Manor Conroe is a licensed 123- bed facility with an overall star rating of 2 and a rating of 4 stars in Quality Measures. Census given that day was 109: (14) MC; (59) MCD; (18) HMO; (2) Hospice which does not add up to 109.

Landscaping was well kept and maintained. No signs of trash or cigarette butts in the parking lot. Fire lanes are a faded pink color and the yellow lanes are faded as well. A lot of bird feeders are at the front of many windows but didn't see many birds. Cushions in the outside front area are faded looking too and hay was still out from the fall holiday.

Ms. Weathers introduced herself and stated Ms. Cain would be providing the clinical information and tour. Ms. Cain was very outgoing and professional. Inside lobby furniture was arranged nicely and neatly. No odors were detected as the community smelled clean. Christmas decorations were spread out through the entire front area which presented nicely. The carpet was in great condition and floors were clean and shiny. Students from Lone Star College were receiving training as aides and seemed happy to be there. Current postings for staff were observed and nurse station appeared organized.

An annual resident Christmas party was set for the 14th. Activity calendar presented well and Ms. Cain spoke about their "Star of the Month." Dumpster lid was closed outside and laundry room was organized but a lot of their supplies were on the floor. Lint log was up to date and vents did not have lint in them. Med carts were locked and linen carts did not have personal items in them. Oxygen storage room looked great and Wing 200 rooms appeared clean with no safety issues. Residents were dressed appropriately and were kept up with appearances. Staff were wearing their name tags.

QIPP SCORECARD:

Based off QIPP Scorecard, Park Manor of Conroe meet Component 1 for September and October but not for November. Component 2 Metrics 1, 2 and 3 were all met for the months of September, October and November. Component 3 and 4 Metric results are not available as the data is gathered quarterly.

SURVEY INFORMATION

The facility's annual survey was on 6/26/19 resulting in 3 health deficiencies and 1 life safety code deficiency per CMS report. POC was accepted and facility is in compliance. One complaint in October was unsubstantiated.

REPORTABLE INCIDENTS

Facility had one self-report in November which was unsubstantiated.

CLINICAL TRENDING

Incidents/Falls:

Park Manor of Conroe had 100 total falls without injury during **Sept./Oct./ Nov. 2019**, 5 falls with injury, 20 skin tears, 4 elopements, 5 fracture, 2 bruises, 2 lacerations, 4 behaviors and 2 other.

Infection Control:

Park Manor of Conroe reported 89 infections during **Sept./Oct./Nov. 2019**, of which 48 were UTI's, 20 were URIs, 4 was GI tract infections, and 8 others.

Weight loss:

Park Manor of Conroe had 8 residents with 5-10% weight loss in 1 month and 10 with >10% weight loss in 6 months.

Pressure Ulcers:

Park Manor of Conroe reported 9 residents with pressure ulcers with 25 sites, 1 was facility-acquired during **Sept./Oct./Nov. 2019**.

Restraints:

Park Manor of Conroe does not use side rails or restraints.

Staffing:

Currently the facility is in need of: (1) RN for shift 10 to 6; (1) LVN for 10 to 6; (2) nurse aides for 6 to 2; (2) nurse aides for 2 to 10; (2) for 10 to 6 and (2) housekeeping aides for 6 to 2.

Quality Indicators - CASPER Report				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Severe Pain (S)	2.3%	8.7%	11.2%	

New/Worsened Pressure Ulcers (S)	0.0%	0.1%	0.3%	
New Psychoactive Med Use (S)	0.0%	1.9%	1.9%	
Fall w/Major Injury (L)	0.0%	3.5%	3.5%	
UTI (L)	1.4%	2.5%	2.9%	
Self-Reported Mod/Severe Pain (L)	0.0%	4.6%	6.0%	
High risk with pressure ulcers (L)	5.3%	6.4%	6.1%	
Loss of Bowel/Bladder Control(L)	70.3%	51.0%	48.3%	Working on Restorative and Rehab with B & B program
Catheter(L)	0.0%	2.2%	2.3%	
Physical restraint(L)	0.0%	0.1%	0.2%	
Increased ADL Assistance(L)	15.8%	17.4%	14.6%	
Excessive Weight Loss(L)	0.0%	4.8%	5.9%	
Depressive symptoms(L)	1.4%	2.9%	5.0%	
Antipsychotic medication (L)	8.6%	12.4%	14.3%	

Component 1

Indicator	QAPI Mtg Date	PIP's Implemented (Name specific PIP's)
QAPI Meeting	9/23/2019	
	10/11/2019	

	11/14/2019	
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QAPI Due Dates:

September 2019:	Due - October 1, 2019	Submitted: yes
October 2019:	Due: November 1, 2019	Submitted: yes
November 2019:	Due: December 2, 2019	Submitted: yes
December 2019:	Due: January 2, 2020	Submitted: _____
January 2020	Due: February 3, 2020	Submitted: _____
February 2020	Due: March 2, 2020	Submitted: _____
March 2020	Due: April 1, 2020	Submitted: _____
April 2020	Due: May 1, 2020	Submitted: _____
May 2020	Due: June 1, 2020	Submitted: _____
June 2020	Due: July 1, 2020	Submitted: _____
July 2020	Due: August 3, 2020	Submitted: _____
August 2020	Due: September 1, 2020	Submitted: _____

Component 2

Indicator	Benchmark Met Y/N	Comments
Did NF maintain 4 additional hours of RN staffing coverage per day, beyond the CMS mandate?	Y	
Did NF maintain 8 additional hours of RN staffing coverage per day, beyond the CMS mandate?	Y	
Does the NF have a staffing recruitment and retention program that includes a self-directed plan and monitoring outcomes?	Y	

Was Workforce Development data submitted q month to QIPP during the quarter?	Y	
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Workforce Development & Timeframes

September 2019:	Due - October 3, 2019	Submitted: yes
October 2019:	Due: November 5, 2019	Submitted: yes
November 2019:	Due: December 4, 2019	Submitted: yes
December 2019:	Due: January 6, 2020	Submitted: _____
January 2020	Due: February 5, 2020	Submitted: _____
February 2020	Due: March 4, 2020	Submitted: _____
March 2020	Due: April 3, 2020	Submitted: _____
April 2020	Due: May 5, 2020	Submitted: _____
May 2020	Due: June 3, 2020	Submitted: _____
June 2020	Due: July 3, 2020	Submitted: _____
July 2020	Due: August 5, 2020	Submitted: _____
August 2020	Due: September 3, 2020	Submitted: _____

QIPP Component 3 – CMS Long-Stay Quality Metrics

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	7.35%	7.52%			Quarterly Metric Results - Pending
Percent of residents who received an anti-psychotic medication	14.56%	9.18%			Quarterly Metric Results - Pending

Percent of residents whose ability to move independently has worsened	17.72%	12.16%			Quarterly Metric Results - Pending
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QIPP Component 4 – CMS Long-Stay Quality Metrics

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of residents with urinary tract infections	2.80%	2.83%			Quarterly Metric Results - Pending
Percent of residents whose pneumococcal vaccine is up to date.	93.67%	93.67%			Quarterly Metric Results - Pending
Facility has an infection control program that includes antibiotic stewardship. The program includes policies and training as well as monitoring, documenting and providing staff feedback.					Infection Control Policy reviewed. Yes, per DON Antibiotic Stewardship Program review and is in place with all components. Yes, per DON

Component 3 & 4 One-Month Reconciliation Periods

Quarter	Submission Deadline Close of Business	Date Submission
Quarter 1 Sept 1, 2019 – Nov 20, 2019	December 29, 2019	Pending
Quarter 2 Dec 1, 2019 – Feb 29, 2020	March 29, 2020	Pending
Quarter 3 March 1, 2019 – May 31, 2020	June 28, 2020	Pending



Park Manor Conroe
1600 Grand Lake Dr., Conroe, TX. 77304
12-11-2019

Quarter 4 June 1, 2020 - August 31, 2020	September 27, 2020	Pending
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Exhibit “H”

Census	2018					2019												Texas Average
	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
ER Visits	234	211	233	217	223	240	183	202	206	198	215	226	202	185	105	127	185	
Conversion to Inpatient/observation	17	20	18	19	17	20	15	10	10	9	10	9	17	4	0	1	9	
<i>Percentage</i>	7%	9%	8%	9%	8%	8%	8%	5%	5%	5%	5%	4%	8%	2%	0%	1%	5%	
Transferred out	22	16	13	20	18	16	12	15	11	11	12	10	10	10	0	2	6	
<i>Percentage</i>	9%	8%	6%	9%	8%	7%	7%	7%	5%	6%	6%	4%	5%	5%	0%	2%	3%	
ER shifts covered by doctors	0%	40%	45%	65%	72%	55%	61%	63%	78%	92%	77%	74%	76%	100%	100%	93%	74%	
Average Inpatient days per day	1.61	1.50	3.61	2.60	2.45	1.68	2.71	1.61	2.33	1.90	1.37	3.32	3.29	2.33	0.00	0.03	2.43	1.63
CTs	75	82	74	71	52	52	35	45	57	46	63	74	79	25	0	5	26	
Xrays	286	253	295	235	245	257	266	244	239	250	218	294	314	149	0	19	192	
Ultrasounds	41	34	39	30	32	18	33	28	28	28	23	45	43	18	0	0	16	
Encounters - Adult Clinic	653	614	789	606	602	673	643	618	635	616	525	557	617	469	483	494	585	
Encounters - Pediatric Clinic	323	331	425	276	284	334	346	320	341	287	217	235	250	236	154	250	423	
Behavioral Health patients	78	79	74	65	67	74	76	73	75	75	69	63	60	56	0	19	44	
Physical Therapy	5	6	7	6	10	8	3	4	6	5	7	9	7	8	0	2	2	

Additional Items:

1. Hospital Water Pump System is Live. Working on Landscaping and Signage.
2. Connecting with UTMB for Specialty Services
3. Chief of Staff/Medical Director Update

Exhibit “I”



**Indigent Care Committee Proposals Submitted for
WSHD Board of Directors Consideration and Approval**

1. **Proposal to Engage Pharmacy Benefit Management Vendor** – After review of proposed cost reduction opportunities offered by 3 different Pharmacy Benefit Management (“PBM”) companies, the approximate savings are estimated as follows: 1) Script Care of Beaumont (48-57% Savings); 2) IPM of Katy (15-25% savings); and 3) ENVOLVE of Houston (50% savings), it was clear that WSHD ICAP would greatly benefit by engaging one of these 3 companies to process our pharmacy benefit. After review of all 3 proposals and WSHD costs with each company, it is recommended that we engage Script Care to handle our pharmacy business. Furthermore, we recommend pursuing participation in a 303 Grant Program so that we will be eligible to obtain even greater savings by becoming a 340b pharmacy discount program participant.
2. **Proposals for Additional WSHD Assistance Programs** – The Committee met and discussed a number of additional assistance programs to be considered by the Board. They are as follows:
 - a. **Prescription Assistance** –
 1. Assistance for uninsured WSHD residents to obtain three (3), thirty (30) day prescriptions per month, when there is no other payment source available.
 2. The assistance would be offered on a tiered basis:
 - 151-200% FPL Index would require a \$10 co-pay for each prescription;
 - 201-225% FPL Index would require a \$20 co-pay for each prescription; and
 - 226-250% FPL Index would allow the resident to purchase the drug at the WSHD’s PBM discounted rate . This would mean WSHD would only pay the processing fee (\$2.75-\$3.00) for each prescription.
 3. The Maximum benefit amount would be \$1,200 per 6-month period \$1,200, or \$2,400 per benefit year.
 4. The eligibility criteria and benefits would be as follows:
 - Client is a resident of WSHD;
 - Must apply for any/all Drug Assistance Programs and provide decision documentation prior to being considered for the WSHD program; and
 - Qualify for one of the three income tier levels.
 5. Resources are the same as the WSHD ICAP (\$2,000-\$3,000).
 - b. **Community Partner Program**-Partner with HHSC to provide a designated computer to apply for benefits.
 - c. **Potential Insurance Deductible Assistance** – Consider, at some point, providing assistance for insured WSHD residents in the form of paying the equivalent of one month’s GROSS salary toward their deductible. The eligibility criteria would be as follows:
 1. Client is a resident of WSHD;
 2. Deductible is greater than one month’s GROSS salary;
 3. Income is =<100% of FPL Index; and
 4. Resources are the same as the WSHD ICAP (\$2,000-\$3,000).

UTMB Referrals for 2019

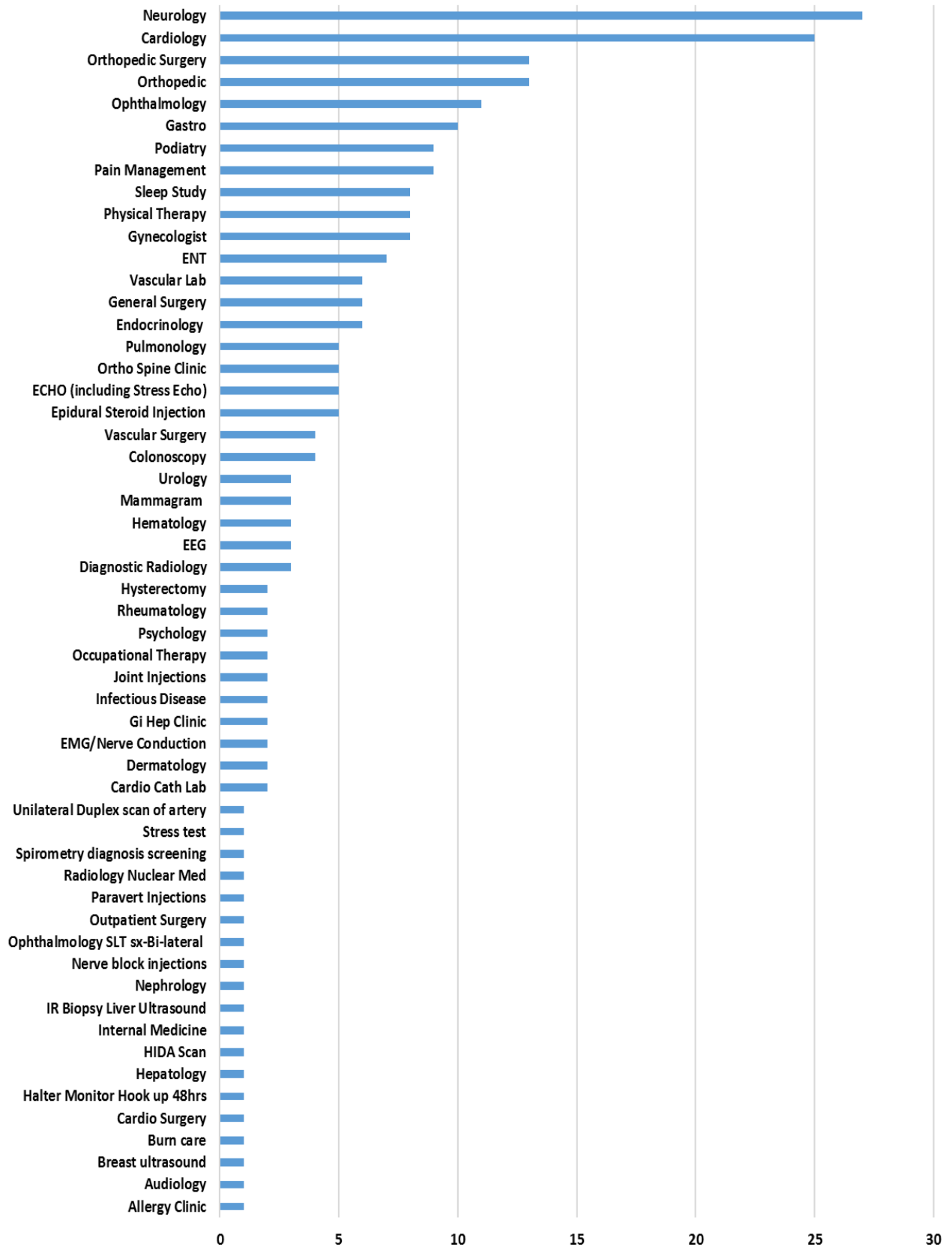


Exhibit “J”

PBM (Pharmacy Benefit Management) Companies Comparison

The savings are based on the billed drugs for October and November 2019

Script Care

Cost Savings							ADDITIONAL SAVINGS OPPORTUNITIES								
Months	Current Drug Expense	Drug Cost Savings	Less	Per Txn Cost (\$2.75@)	NET \$ Savings	NET % Savings	Plus	Rebates on Brand-Name Drugs		TOTAL \$ Savings w/1st Rebate	TOTAL \$ Savings w/2nd Rebate	Total % Savings w/1st Rebate	Total % Savings w/2nd Rebate	Total Annual Savings	Other Savings Opportunities
								Premier Formulary	Premier Plus Formulary						No Savings Data Provided for Potential PAP Savings
Oct	\$9,788.08	\$4,527.06	-	\$401.50	\$4,125.56	42%	+	\$379.44	\$867.78	\$4,505.00	\$4,993.34	46%	51%	\$58,320.60	Assistance in helping clients apply for Patient Assistance Programs (PAPs) and complete management for the PAP drugs
Nov	\$8,465.51	\$4,570.53	-	\$305.25	\$4,265.28	50%	+	\$589.04	\$1,244.15	\$4,854.32	\$5,509.43	57%	65%		
Oct & Nov	\$18,253.59	\$4,570.53	-	\$706.75	\$8,390.84	46%	+	\$589.04	\$1,244.15	\$9,359.32	\$10,502.77	49%	53%		

IPM

Cost Savings							ADDITIONAL SAVINGS OPPORTUNITIES						
Months	Current Drug Expense	Drug Cost Savings	Less	Per Txn Cost (\$3.00@)	TOTAL \$ Savings	NET % Savings	Plus	Additional ESTIMATED savings with PAP	Total ESTIMATED Savings with PAP	Total ESTIMATED % Savings with PAP	Total Annual Savings	Other Savings Opportunities	
												Assistance in helping clients apply for Patient Assistance Programs (PAPs) and complete management for the PAP drugs	
Oct & Nov	\$18,253.29	\$4,603.08	-	\$771.00	\$3,832.08	21%	+	\$3,992.10	\$7,824.18	43%	\$47,316.71	Assistance in helping clients apply for Patient Assistance Programs (PAPs) and complete management for the PAP drugs	

ENVOLVE

Cost Savings							ADDITIONAL SAVINGS OPPORTUNITIES								
Months	Current Drug Expense	Drug Cost Savings	Less	Per Txn Cost (\$2.00@)	TOTAL \$ Savings	TOTAL % Savings	Plus	No Savings Data Provided for Potential PAP Savings						Total Annual Savings	Other Savings Opportunities
								No Savings Data Provided for Potential PAP Savings						No Savings Data Provided for Potential PAP Savings	
Oct	\$9,788.08	\$2,474.74	-	\$292.00	\$2,182.74	22%	+							\$22,007.77	Assistance in helping clients apply for Patient Assistance Programs (PAPs) and complete management for the PAP drugs
Nov	\$8,465.51	\$1,655.02	-	\$222.00	\$1,433.02	17%	+								
Oct & Nov	\$18,253.59	\$1,655.02	-	\$514.00	\$3,615.76	20%	+								

*257 Prescriptions for the months of October and November 2019

**2019 Prescription cost were \$110,038.87.

Exhibit “K”

WSHD USE ONLY	
_____	Approve
_____	Date
_____	Initials

**RESOLUTION ADOPTING INVESTMENT POLICY, STRATEGIES,
GUIDELINES AND MANAGEMENT PRACTICES FOR
WINNIE STOWELL HOSPITAL DISTRICT**

STATE OF TEXAS §
 §
COUNTY OF CHAMBERS §

WHEREAS, Winnie Stowell Hospital District (“WSHD”) is a political subdivision of the State of Texas, created and operating under Chapter 286, Texas Health & Safety Code (the “Code”); and

WHEREAS, Section 2256.005 of the Texas Government Code, (the “Public Funds Investment Act”), requires a hospital district to adopt an investment policy and investment strategies for each of the funds under its control; and

WHEREAS, the Board of Commissioners of WSHD desires to adopt an investment policy, strategies, guidelines and management practices for the District;

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF WSHD THAT THE FOLLOWING INVESTMENT POLICY, STRATEGIES, GUIDELINES AND MANAGEMENT PRACTICES ARE ADOPTED:

**ARTICLE I.
DEFINITIONS**

- 1.01 Board. “Board” means the Board of Winnie Stowell Hospital District.
- 1.02 Commissioner. “Commissioner” means a person appointed to serve on the Board of the District.
- 1.03 District or WSHD. Either the term “District” or “WSHD” means Winnie Stowell Hospital District.
- 1.04 Investment Officer. “Investment Officer” means a person designated by the Board to handle District investments.

**ARTICLE II.
INVESTMENT POLICY**

- 2.01 Purpose. This investment policy (“Investment Policy”) is adopted in order to comply with the Public Funds Investment Act and to set forth: the general policies governing investment of District funds; the specific investment strategies applicable to each particular fund of the District; the guidelines for investment of District funds, including the types of investments authorized for District funds; and the investment management policies of the District.
- 2.02 Scope. This Investment Policy applies to all transactions involving the investment of assets of the District.

2.03 Policy. It is the policy of the District to invest and manage all available funds in compliance with all applicable legal requirements, including state and federal law, the guidelines stated in this Investment Policy, the District's Investment Strategy set forth in Article III, and in accordance with the restrictions in any District bond resolutions, including covenants with respect to the arbitrage regulations under the U.S. Internal Revenue Code. The District's investment portfolio will be planned and managed to take advantage of investment interest as a source of income from all operating and capital funds. All investments will be made with a primary emphasis on safety of principal and liquidity, while also addressing investment diversification, yield and maturity, and the quality and capability of investment management. Notwithstanding the foregoing, investment of District funds is limited to the types of investments set forth in Section 4.02.

2.04 Standard of Care. District investments will be made with the exercise of judgment and care, under circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The District will seek to ensure that all persons involved in the investment process act responsibly and in accordance with the following investment objectives, in order of priority: 1) preservation and safety of principal; 2) liquidity; and 3) yield.

2.05 Representations and Authorized Instruments. Purchases and sales of District investments will only be initiated by an Investment Officer who is designated by resolution of the Board. The Board may, by resolution, authorize the Investment Officer to invest and reinvest funds of the District in accordance with this Investment Policy and the Investment Strategy. District funds will be invested only in those types of investments authorized under District bond resolutions, the Texas Public Funds Investment Act, as amended, the Texas Health & Safety Code and other applicable state law.

2.06 Collateralization. Funds held at a bank or trust company that are not invested, at a minimum, must be collateralized by collateral securities set forth in the Texas Public Funds Collateral Act (Texas Government Code, Chapter 2257), as amended, to the extent not covered by the Federal Deposit Insurance Corporation (FDIC), the Federal Savings and Loan Insurance Corporation (FSLIC), or their successors. The total market value of the collateral securing uninsured deposits maintained by the District will at all times be not less than 110% of the amount of such insured deposits.

2.07 Review. Compliance of District investments with this Investment Policy will be regularly monitored. This Investment Policy and investment performance and security will be reviewed and evaluated at least annually by the Board, or more frequently upon the request of any Commissioner.

ARTICLE III. INVESTMENT STRATEGY

3.01 Purpose. The purpose of this Article is to provide an investment strategy for each fund or group of funds under the District's control.

3.02 Investment Objectives Applicable to All Funds. The District's overall objectives with regard to the District's group of funds, which is comprised of the funds set forth in Section 3.03(A)-(C), are as follows, in order of priority:

- A. Suitability: The District will give priority to understanding the suitability of each investment to the financial requirements of the District.
- B. Safety of capital: The primary objective of the District is to ensure the preservation and safety of principal.
- C. Liquidity: The District will maintain sufficient liquidity to ensure adequate and timely availability of funds necessary to pay obligations as they become due.
- D. Marketability: The District will strive to ensure the marketability of the investment.
- E. Diversification: The District will seek to ensure diversity in its investment portfolio.
- F. Yield: The District will seek to optimize return on investments within the constraints of safety and liquidity.

3.03 Investment Objectives Applicable to Individual Funds. In addition to the overall objectives set forth in Section 3.02, the following particularized objectives apply to each of the District's individual funds:

- A. Operating Fund. The particularized investment objectives for the operating fund are: preserving the safety of the principal; ensuring the funds are available as needed to pay the District's monthly operating expenses, as estimated by the annual operating budget adopted by the Board; and, ensuring that the investments can be readily liquidated in the event there are unexpected additional costs. A fund balance equal to 1 month of expenses must be kept extremely liquid for normal uses. Any balance in excess of 1 month of expenses will be kept in investments that may be liquidated easily if the need arises, but in no case may any investment mature later than 12 months after the date of purchase, unless the Board authorizes an investment with a longer maturity.
- B. Debt Service Fund. The particularized investment objectives for the debt service fund are: the safety of the principal; ensuring that funds are available as necessary to meet the debt service needs of the District; ensuring compliance with District's bond resolutions and, subject to compliance with the objectives set forth in Section 3.02 and the policies set forth in 2.03 and the satisfaction of the requirements of all bond resolutions, obtaining the maximum yield. Investments for this account will be structured to match debt service needs. When safety of principal and liquidity to match debt service are assured, yield may be considered. For funds needed for the District's next debt service payment, the investment must mature no later than 15 days prior to the date the debt service payment is due. For funds in reserve, the investment must mature no later than 12 months after the date of purchase. Because of the large amount of District funds that may exist in this account, diversification of investments will be considered.

- C. Capital Projects and Purchases Fund. The particularized investment objectives of the capital projects and purchases fund are: preserving the safety of the principal; ensuring that funds are available as needed to meet the construction needs of the District; and obtaining the maximum yield on investments. Investments of funds needed for planned capital projects or purchases with a known commencement or purchase date must mature no later than 15 days prior to the date the funds will be needed to pay for the project or purchase, as determined by the Board. Investments of funds that are not designated for specific projects or purchases must mature no later than 12 months after the date of purchase, unless the Board authorized an investment with a longer maturity.

ARTICLE IV.
INVESTMENT GUIDELINES

4.01 Purpose. The purpose of this Article is to set forth the types of authorized investments in which the District's funds may be invested and the manner in which certain investments may be made (“Authorized Investment”).

4.02 Authorized Investments.

- A. The District may invest its funds only in the Authorized Investments set forth in and subject to the limitations imposed by the following sections of the Public Funds Investment Act:
1. Government Code Section 2256.009: Obligations of, or Guaranteed by, Governmental Entities. Subject to the limitations set forth in Section 2256.009, Government Code, the District is authorized to invest funds in obligations of, or guaranteed by, the United States or one of its agencies or instrumentalities or obligations of, or guaranteed by, other governmental entities.
 2. Government Code Section 2256.010: Certificates of Deposit and Share Certificates. Subject to the limitations set forth in Section 2256.010, Government Code, the District is authorized to invest its funds in certificates of deposit or share certificates that are: issued by a depository institution domiciled in Texas; guaranteed or insured by the FDIC or the National Credit Union Share Insurance Fund or its successor; and secured in a manner authorized under Section 2256.010, Government Code. Principal and accrued interest may not exceed FDIC limits or the collateral pledged as security for the District's investments as set forth in Section 4.04.
 3. Government Code Section 2256.016: Investment Pools. Subject to the limitations set forth in Section 2256.016, Government Code, the District is authorized to invest its funds through an eligible investment pool, including the TexPool investment pool, operated by the State of Texas, if the governing Board by resolution authorizes investment in the particular pool. The maximum dollar-weighted maturity for TexPool based on the stated maturity date for the portfolio may not exceed 60 days.

- B. If the Investment Officers of the District (if not the treasurer) attend and successfully complete the training requirements under Section 2256.008, Government Code, the District may invest its funds in additional investments, subject to authorization and limitations set forth in Section 2256, Government Code.

4.03 Manner of Solicitation of Certificates of Deposit. As authorized by Section 2256.005(c), Government Code, bids for certificates of deposit may be solicited orally, in writing, electronically, or in any combination of those methods.

4.04 Security of Funds/Collateral Policy.

- A. It is the policy of the District that all funds must be insured by the FDIC or FSLIC or the collateral pledged to the extent of the fair market value of any amount not insured. The District recognizes that FDIC insurance is only available up to a maximum of \$250,000 (including accrued interest) for Interest and Sinking Fund deposits and a maximum of \$250,000 (including accrued interest) for all other deposits. The amount of funds on deposit, other than Interest and Sinking Fund deposits, at any one Texas financial institution (including branch banks located within the same county) will be totaled to determine the maximum amount of insurance coverage. Interest and Sinking Fund deposits will be totaled separately.
- B. To the extent District funds are not insured by the FDIC or FSLIC, they must be secured in the manner provided by law for the security of funds by Chapter 2257 of the Government Code (the Public Funds Collateral Act). There must be pledged as collateral for such funds, to the extent of the market value of the funds, any of the following securities: (1) government securities or obligations issued by the State of Texas, its agencies or political subdivisions, and approved by the Attorney General of Texas payable from taxes or revenues, approved by the Investment Committee, hereinafter defined; or (2) direct obligations of the United States backed by the full faith and credit of the government; or (3) any other obligations or securities authorized to be collateral securing the funds of hospital districts under the laws of the State of Texas that are approved by the Investment Committee.
- C. A bank or trust company holding uninvested District funds must provide a summary of the funds held and the collateral securities pledged against the funds to the District on a monthly basis.

4.05 Loss of Ratings and Liquidation. An investment under Section 4.02 that requires a minimum rating does not qualify as an Authorized Investment during the period that the investment does not have the minimum rating. Upon loss of a minimum rating, the Investment Officer must take all prudent measures that are consistent with this Resolution to liquidate an investment that does not have a minimum rating.

4.06 Delivery vs. Payment. It will be the Policy of the District that all Treasury Bills, Notes and Bonds and Government Agencies' securities shall be purchased using the "Delivery vs. Payment" (DVP) method through the Federal Reserve System. By so doing, District funds are not released until the District has received, through the Federal Reserve wire, the securities purchased.

ARTICLE V.
INVESTMENT MANAGEMENT PRACTICES

5.01 Designation of Investment Officer. The District's Treasurer will serve as Investment Officers for the District. The Board may authorize an Investment Officer to deposit, withdraw, invest, transfer, and manage the District's funds in accordance with these Investment Policies and applicable law.

5.02 Investment Training. Before the District invests funds in any investment other than an Authorized Investment, the District's Investment Officer will be required to attend training, in compliance with the Public Funds Investment Act, from an independent source approved by the Board that includes at least 10 hours of instruction relating to the Investment Officer's responsibilities within 12 months after taking office or assuming duties, and, thereafter, not less than once in a two year period that begins on the first day of the District' fiscal year.

5.03 Monitoring and Internal Reporting. The Investment Officers must regularly monitor the performance of the District's Investments, including market price and ratings. Not less than quarterly, the Investment Officers shall prepare and submit to the Board a written report of all investment transactions for the preceding quarter, signed by each Investment Officer. The report must:

- A. Describe in detail the investment position of the District;
- B. Contain a summary statement of each pooled fund group that states the beginning and ending market value for the quarter and the fully accrued interest;
- C. State the book value and market value of each separately invested asset at the beginning and end of the quarter by the type of asset and fund type invested;
- D. State the maturity date of each separately invested asset that has a maturity date;
- E. State the account or fund or pooled group fund for which each individual investment was acquired;
- F. State the compliance of the investment portfolio as it relates to the Investment Strategies and Public Funds Investment Act; and
- G. Indicate any changes in ratings of the District's investments.

5.04 Compliance Audit. The District, in conjunction with its annual financial audit, will perform a compliance audit of management controls on investments and adherence to this Resolution.

5.05 Disclosure of Investment Policy.

- A. The Investment Officer will provide a copy of this Resolution to any person seeking to sell the District an Authorized Investment. The registered principal of the business organization must execute a written acknowledgment in the form set forth in Exhibit

“A”, to the effect that he has received and thoroughly reviewed the Investment Policy of the District and acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of the investment transactions conducted between the District and the organization. The Investment Officer may not buy any securities from a person who has not delivered to the District a written acknowledgment in the form set forth in Exhibit “A”.

- B. The Investment Officer must execute a written statement in the form set forth in Exhibit “B” to the effect that the Investment Officer has reviewed this Investment Policy and has implemented procedures and controls to comply with the Investment Policy.

PASSED AND APPROVED this ____ day of _____, 2020.

**WINNIE STOWELL HOSPITAL
DISTRICT (“WSHD”)**

Edward Murrell, President

ATTEST:

Secretary, Jeff Rollo

EXHIBIT "A"

**REGISTERED PRINCIPAL'S
CERTIFICATION OF RECEIPT
AND
REVIEW OF INVESTMENT POLICY**

THE STATE OF TEXAS

COUNTY OF CHAMBERS

I, the undersigned, _____, registered principal of _____ (entity), do hereby certify that I have been presented a copy of the Resolution Adopting Investment Policy, Strategies, Guidelines and Management Practices for Winnie Stowell Hospital District (the "Investment Policy"). I have thoroughly reviewed the Investment Policy and acknowledge that _____ (entity) has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the District and _____ (entity) that are not authorized by the District's Investment Policy.

WITNESS MY HAND THIS _____ day of _____, 20__.

Name: _____

Title: _____

EXHIBIT “B”

**INVESTMENT OFFICER’S
CERTIFICATION OF RECEIPT
AND
REVIEW OF INVESTMENT POLICY**

THE STATE OF TEXAS

COUNTY OF CHAMBERS

I, the undersigned, Robert “Bobby Way, Jr., designated investment Officer of Winnie Stowell Hospital District (“WSHD”), do hereby certify that I have been presented a copy of the Resolution Adopting Investment Policy, Strategies, Guidelines and Management Practices for WSHD (the “Investment Policy”). I have thoroughly reviewed the Investment Policy and acknowledge that WSHD as implemented procedures and controls to comply with the Investment Policy.

WITNESS MY HAND THIS 22nd day of January, 2020.

Name: Robert “Bobby Way, Jr.
Title: Treasurer

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
§
COUNTY OF CHAMBERS §

The undersigned officer of the Board of Commissioners of Winnie Stowell Hospital District (“WSHD”) hereby certifies as follows:

1. The Board of Commissioners of WSHD convened in a regular meeting on the 22nd day of January, 2020, at the regular designated meeting place, and the roll was called of the duly-constituted officers and members of the Commission, to wit:

- | | |
|--------------------|----------------|
| Ed Murrell, | President |
| Anthony Stramecki, | Vice-President |
| Bobby Way, , | Treasurer |
| Jeff Rollo, | Secretary |
| Raul Espinosa | Director |

and all of said persons were present, except Commissioner(s) _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting:

**RESOLUTION ADOPTING INVESTMENT POLICY, STRATEGIES,
GUIDELINES AND MANAGEMENT PRACTICES FOR
WINNIE STOWELL HOSPITAL DISTRICT**

was introduced for the consideration of the Commission. It was then duly moved and seconded that the Resolution Adopting Budget (“Resolution”) be adopted, and, after due discussion, the motion prevailed and carried unanimously.

2. A true, full and correct copy of the Resolution adopted at the meeting described in the above paragraph is attached to this certificate; the Resolution has been duly recorded in the Commission’s minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Commission as indicated therein; each of the officers and members of the Commission was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place and subject of the meeting was given as required by Chapter 551 of the Government Code.

SIGNED AND SEALED the ____ day of _____, 2020

(SEAL)

Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF CHAMBERS §

This instrument was acknowledged before me on this ____ day of _____, 22, by _____, Secretary of the Board of Commissioners of Winnie Stowell Hospital District, on behalf of said District.

Notary Public Signature

(seal)

Exhibit “L”

FIRST AMENDED INDIGENT CARE SUPPORT AGREEMENT

THIS INDIGENT CARE SUPPORT AGREEMENT (“Agreement”), effective as of ~~July 15, 2015~~January 1, 2020 (the “Effective Date”), is by and between Winnie-Stowell Hospital District (“District”) and Winnie Community Hospital, LLC (“Hospital”). District and Hospital are sometimes referred to in this Agreement, individually, as a “Party” or, together, as the “Parties.”

WHEREAS, the District is a “voter approved” hospital district formed under the authority of Article 9, Section 9 of the Texas Constitution and Chapter 286 of the Texas Health & Safety Code, and is subject to the terms and conditions of the Texas Indigent ~~Health Care~~Healthcare and Treatment Act (Texas Health & Safety Code Ch. 61) (collectively, the “Authorizing Legislation”);

WHEREAS, pursuant to the Authorizing Legislation, the District is obligated to assume full responsibility for providing medical and hospital care for its Indigent inhabitants. *See* Tex. Const. Art. IX, § 9 (2014) (emphasis added); Tex. Att’y Gen. Op. No. JM-858 (1988); and Tex. Att’y Gen. Op. No. JC-0220 (2000).

WHEREAS, Authorizing Legislation states that the District “shall assume full responsibility for operating hospital facilities and for furnishing medical and hospital care for the district’s needy inhabitants and the District, without charge shall supply to a patient residing in the district the care and treatment that the patient or a relative of the patient who is legally responsible for the patient’s support cannot pay.” *See* Tex. Health & Safety Code §§ 286.073, 286.082, and 61.052(a).

WHEREAS, District is empowered by Chapter 61 of the Texas Health and Safety Code (the “Indigent ~~Health Care~~Healthcare and Treatment Act”) to enter into contracts relating to or arranging for the provision of such healthcare services;

WHEREAS, pursuant to Texas Attorney General Opinion No. JC-0220 and as modified by Texas Attorney General Opinion No. JC-0434, the Texas Attorney general has interpreted the “Authorizing Legislation” as permitting a duly formed hospital district to provide hospital and medical care to its Indigent and needy inhabitants through a contract with a private hospital system, and to compensate such system through payment of subsidies and other amounts, without violating the Authorizing Legislation or other laws. *See* Tex. Att’y Gen. Op. No. JC-0220 (2000) and JC-0434 (2001).

WHEREAS, in exchange for the Hospital’s agreement ~~described herein~~ to provide ~~medical care~~medically necessary Healthcare Treatment to the District’s Indigent, the District ~~will provide financial support~~agrees to the Hospital will agree to acquire certain needed medical equipment, develop certain needed medical programs and otherwise provide high quality health care services to the Indigent and non-Indigent residents of the District. make an annual payment as established in this Agreement.

WHEREAS, District has determined that this Agreement is in the best interest of District and its residents and is necessary to enable District to fulfill its obligations to provide for the provision of healthcare services to indigent and needy residents of the District;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

a. Indigent. As used in this Agreement, “Indigent” shall mean at any time a person who has been accepted to be a participant in the District’s Indigent Program in accordance with the Indigent Healthcare Policy & Procedures Statement adopted by the District’s Board on ~~February 18, 2015~~ June 20, 2019, or subsequent versions of the Policy (“District’s Indigent Policy & Procedure Statement”), a copy of which shall be provided to Hospital upon execution of this Agreement, and thereafter within ten (10) days following any amendment thereto. The District acknowledges that the Hospital’s commitments hereunder have been determined based upon the current definition of “Indigent” utilized by District and the anticipated financial impact thereof, and that a change in the definition which results in expanded coverage for District residents could have significant negative financial implications for the Hospital. As such, the Parties agree that any change to the definition of “Indigent” adopted by District after the Effective Date of this Agreement which would materially increase the number of individuals who qualify for ~~Health Care~~ Healthcare Services hereunder and/or the financial burden to Hospital of providing ~~Health Care~~ Healthcare Services to such Individual hereunder must be consented to by Hospital, in which case the Parties will meet to discuss the financial burdens created by such change and to negotiate a change in the amount of the subsidy to be provided by the District to offset such additional financial burdens.

b. Medically Necessary. As used in this Agreement, the term “Medically Necessary” shall mean the services set forth in the District’s Indigent Policy & Procedure Statement which, pursuant to the terms and conditions of this Agreement, are determined by the ~~attending Physician or other medical professional~~ qualified Medical Provider, as may be appropriate in each case, to be:

- i. appropriate and necessary for the symptoms, diagnosis or treatment of the medical conditions of the Indigent presenting himself or herself for treatment;
- ii. provided for the diagnosis or direct care and treatment of the medical condition of the Indigent presenting himself or herself for treatment;
- iii. not primarily for the convenience of the Indigent, the Indigent’s physician or another

Hospital and

iv. the appropriate level of service needed to provide safe and adequate care.

c. ~~Health—CareHealthcare~~ Healthcare Services. As used in this Agreement, “~~Health CareHealthcare~~ Healthcare Services” shall mean those Medically Necessary ~~health-careHealthcare~~ healthcare services provided to Indigent residents of this District under 1) WSHD Policy & Procedure Statement in effect on the date of this Agreement; 2) Chapter 61 of the Texas Health and Safety Code ~~and~~; 3) the Rules of the Texas Department of Health and Human Services promulgated thereunder; or any other Healthcare Services provided by Riceland Hospital. However, the Hospital shall not be obligated to provide any service which Hospital does not offer and which Hospital does not otherwise make available to non-Indigent Hospital patients (whether under an arrangement with third party providers or otherwise).

~~— d. — Physician~~. As used in this Agreement, the term “~~Physician~~ d. Medicaid Payment Amounts: Actual cost of Healthcare Services provided to the District’s Indigent using the cost guidelines set forth the in the District’s Indigent Care Policy & Procedures; Chapter 61 of the Texas Health and Safety Code; and any rules or regulations promulgated by the Texas Health and Human Services Commission.”

d. Medical Provider. As used in this Agreement, the term “Medical Provider” shall mean, an individual licensed by the State of Texas to practice medicine within the scope of his or her license. These professionals may or may not be under contract with Hospital for the delivery of ~~Health CareHealthcare~~ Healthcare Services. Hospital may appoint a “Medical Director” from ~~thea~~ licensed ~~Physicians~~ Medical Provider in the District to help monitor the nature and quality of ~~Health CareHealthcare~~ Healthcare Services rendered to Indigents.

e. Resident. As used in this Agreement, the term “resident” means a person who has satisfied the residency requirements set forth in the WSHD’s Indigent Policy & Procedure Statement.

2. STATEMENT OF PURPOSE.

The Parties acknowledge that the Hospital currently provides care to the District’s Indigent and significant levels of uncompensated care to District residents (by virtue of the provision of medical care to Indigent patients, as well as the performance of legally-mandated, but unreimbursed, emergency assessment and stabilizing treatment under EMTALA), and that such care has taken, and continues to take, a significant toll upon the Hospital’s financial health and ability to both provide basic healthcare services, and to improve and expand the scope and quality of the services it provides. By this Agreement, the District intends to provide reasonable financial support to the Hospital for the purpose of offsetting the Hospital’s cost to care for: 1) the District’s residence who are participating in the District’s Indigent Care Program pursuant to the District’s Indigent Policy Statement; 2) ~~uncompensated care burdens~~; and 3) ~~to help the Hospital ensure the continued availability of appropriate, necessary and high quality medical care and services for the residents of the District. In addition to compensating the Hospital for the provision of Health Care~~

~~Services to Indigents, such support is intended to be used by the Hospital to: 1) acquire updated medical equipment; 3) make state-mandated physical plant renovations; 3) renovate and re-open the Hospital's surgical procedure room; and 4) develop and expand a partial hospitalization program, all of which will significantly benefit the Indigent and non-Indigent residents of the District. Without such financial support, the Hospital's ability to accomplish some or all of the foregoing improvements would be severely restricted, which in turn could result in a further reduction and/or total loss of necessary medical services in the District. As such, the District has determined that the financial support to be provided to the Hospital 1) is reasonable in light of the medical needs of the District's Indigents; 2) will support and advance the Hospital's ability to acquire necessary medical equipment, make necessary facility renovations and provide medical programs which benefit both the Indigents and non-Indigent residents of the District and which were not previously available at the Hospital; and 3) is~~ Procedure Statement. As such, the District has determined that the financial support to be provided to the Hospital is 1) reasonable in light of the medical needs of the District's Indigents; and 2) consistent with and in furtherance of the District's obligations to provide, or arrange for the provision of, medical care for the Indigents.

3. RESPONSIBILITIES OF HOSPITAL

a. Provision of Health-Care/Healthcare Services. Hospital agrees to provide all Medically Necessary ~~Health-Care/Healthcare~~ Healthcare Services for the District's Indigent during the Term at no charge to such Indigents ~~and/or the District~~ except as otherwise provided herein. The determination of whether an individual is an "Indigent" eligible to receive ~~Health-Care/Healthcare~~ Healthcare Services hereunder shall be made by the District in accordance with the District's Indigent Policy & Procedure Statement prior to the Hospital providing Medically Necessary ~~Health-Care/Healthcare~~ Healthcare Services. It is recognized that if any new treatment and diagnostic modalities and programs will become available at the Hospital over the Term ~~and that Indigents will have access to these new services, expressly including those modalities and programs which are funded, in whole or in part, by District subsidies provided hereunder. Hospital also agrees that the Physician component of the provision of medical benefits is its responsibility. Hospital acknowledges that, as between District and Hospital, the District will have no burden for providing or funding Health-Care Services provided by Hospital to Indigents, including without limitation, medical benefits, other than payments herein provided to be made by District to Hospital.~~ that the District's Indigents will have access to these new services.

b. Books and Records.

i. At all times during the Term, Hospital shall cause accurate books and records of account and medical records to be maintained as are necessary to permit the verification by District of the ~~Health-Care/Healthcare~~ Healthcare Services provided by Hospital to Indigents.

ii. Upon request by the District each month, the Hospital will use its best efforts to deliver within fifteenth (15th) days, HIPPA compliant information so that the District can compile a report detailing:

- (1) The services, rendered to any individual Indigent patient for the previous month by the Hospital;
- (2) Amount of charges incurred by any individual Indigent patient served for the particular month by the Hospital;
- (3) Amount of charges accrued by any individual Indigent patient on an annual basis (i.e., year to date) by the Hospital; and
- (4) Any other ~~health-care~~Healthcare indicators the Parties believe will be useful for the assessment of the services provided by this Agreement.

iii. Hospital agrees to provide ~~quarterly~~monthly reports to the District's Board concerning ~~the status previously agreed to metric and highlights of the capital projects set forth in this Agreement; funding for the projects; excess funds; and allocation of excess funds for additional capital projects, staffing, and/or operations costs at the Hospital to treat any other matter of interest to the District's indigent Board.~~

iv. District shall have the right, at District's expense, to inspect, examine, and copy, to the extent permitted by applicable law, such portion of the books, records, files, and other documents maintained by Hospital, other than books, records, files and other documents that constitute confidential, proprietary information of Hospital or are patient records protected from disclosure by law, as are reasonably necessary for District to verify the matters listed in Section 3(b)(i) and (ii) above.

c. Hospital License. Hospital shall use its reasonable best efforts to keep its facilities appropriately licensed by the State of Texas for the provision of healthcare services throughout the Term. Hospital shall provide District with formal documentation of its licenses to provide Health CareHealthcare Services and all renewals thereof issued by the State of Texas and shall promptly notify District of any modification, nonrenewal, revocation or suspension thereof.

d. Insurance and Additional Insured. During the Term, Hospital shall, at its sole cost and expense, procure and maintain policies of insurance and/or provide and maintain self-insurance insuring against comprehensive general liability and professional liability for damages directly or indirectly related to the performance of any service provided in this Agreement, and the use of any property and facilities provided by Hospital in connection with this Agreement, in such amounts, on such terms and with such deductibles as are then commonly maintained by Hospitals with facilities and operations similar to those of Hospital. To the extent that the Parties determine that it is economically feasible, **the Hospital will use its best efforts to name the District as an Additional Insured, to the Hospital's comprehensive general liability and professional liability insurance policies** and from time to time, Hospital will furnish District with certificates evidencing such insurance and/or self-insurance; and Hospital shall promptly advise District of any change in the insurance and/or self-insurance maintained by Hospital.

e. Non-Discrimination. Hospital shall not discriminate in the provision of ~~Health Care~~Healthcare Services to any person on the basis of such person's status as an Indigent. Hospital shall require any subcontractor that provides ~~Health Care~~Healthcare Services to include in its subcontract with Hospital (i) a nondiscrimination clause similar to the language contained in this Section 3(e) and (ii) a covenant to include such a clause in any subcontract between such subcontractor and any of its subcontractors that provide ~~Health Care~~Healthcare Services.

f. Regulatory Requirements. Hospital will operate its facilities at all times in compliance with federal, state and local law, rules and regulations, and all accepted and approved methods and practices of medicine for ~~Health Care~~Healthcare Services rendered to Indigents.

g. Medicare and Medicaid Participation. Hospital will use its best efforts to cause its facilities to be qualified for participation in Medicare and Medicaid programs and any successor programs and will maintain such qualifications throughout the Term.

4. REPRESENTATIONS AND WARRANTIES OF HOSPITAL

As of the date hereof, Hospital represents and warrants to the District the following:

a. Capacity. Hospital is a limited liability company duly organized and validly existing under the laws of the State of Texas with all requisite corporate power and authority to own, operate and lease its properties and to carry on its businesses as now being conducted.

b. Authorization: Absence of Conflicts: Contract Binding.

i. The execution, delivery and performance by Hospital of this Agreement:

(1) are within Hospital's corporate powers, are not in contravention of the terms of Hospital's Articles of Incorporation, Bylaws or any amendments thereto and have been duly authorized and approved by the board of directors and shareholder of Hospital as and to the extent required by Hospital's Articles of Incorporation and Bylaws and applicable law; and

(2) (A) will not result in any breach of any indenture, agreement, lease or instrument to which Hospital is a party or by which Hospital or its assets is bound, (B) will not constitute a violation of any judgment, decree or order of any court of competent jurisdiction applicable to Hospital, (C) will not violate any law, rule or regulation of any governmental authority applicable to Hospital or its assets and (D) will not require any consent, approval or authorization of, or notice to, or declaration, filing or registration with, any governmental or regulatory authority.

ii. This Agreement has been duly and validly executed and delivered by Hospital and constitutes the valid, legal and binding obligation of Hospital, enforceable against Hospital in accordance with its terms.

5. REPRESENTATIONS AND WARRANTIES OF DISTRICT

Authority to Contract. The District represents and warrants that it has the legal authority to enter into this Agreement and make the payments specified herein. The District further represents and warrants that it has successfully completed all required administrative procedures to approve and has successfully secured all approvals of any kind required for full performance by both parties under this Agreement and the subsidies and expenditures required hereunder, and that it has obtained all necessary opinions of counsel regarding the legality of its commitments hereunder.

b. Legal Advice. Parties under this Agreement and the subsidies and expenditures required hereunder, and that it has obtained all necessary opinions of counsel regarding the legality of its commitments hereunder.

6. PAYMENT OBLIGATIONS OF DISTRICT

a. Payment. ~~District shall pay to Hospital, in cash or cash equivalent, Three Million Seven Hundred Thousand and 00/100 Dollars (\$3,700,00.00) as expeditiously as possible but within the term of this Agreement in payment increments: 1) determined by the District's Board with input from the Hospital; 2) subject to funds being available; 3) only after the District's obligations are paid; 4) the Board sets and funds appropriate reserves; and 5) the Board has satisfied its duty to ensure that the terms of this Agreement have been satisfied (the "Subsidy"). The Parties acknowledge that the Subsidy is intended to support the Hospital's provision of medical care to Indigents of the District by compensating the Hospital for care rendered to such Indigents, as well as assisting the Hospital to acquire medical equipment, make physical plant renovations and fund service line startups for the benefit of both Indigents and non-Indigent residents of the District. As such, the Parties agree that the Subsidy shall be used for the following:~~ During the initial term of this Agreement, the District shall pay an annual payment to the Hospital for the Medically Necessary Healthcare Services rendered to the District's Indigent based on the average annual fair market value of the Medicaid Payment Amount for these services rendered by the Hospital from 2011-2019. See Exhibit "A" for 2011-2019 WSHD/Winnie Community Hospital Cost. Thereafter, the annual payment shall be the average annual fair market value of the Medicaid Payment Amounts rendered for the ten (10) years prior to the relevant term. See Exhibit "A" for 2011-2019 WSHD Indigent Care Healthcare Cost.

- ~~i. Purchase of a computed tomography ("CT") machine with the capability to be upgraded to a 64 slice machine at no additional cost to District;~~
- ~~ii. Completion of state mandated patient room renovations;~~
- ~~iii. Operation and expansion of partial hospitalization program ("PHP");~~
- ~~iv. Renovation and operation of a dedicated surgical procedure room; and~~
- ~~v. Health Care Services to Indigent and medically needy residents of the District;~~

~~b. — Excess Funds: In the event the Subsidies to the Hospital exceed the cost to complete the capital projects and to provide health care services to the Indigent set forth in Section 6(a), the excess subsidies are to be used by the Hospital to fund additional capital projects at the Hospital or to assist the Hospital with operational costs directly associated with the cost of treating the District's Indigent.~~

~~b. The amount of the annual payments shall be determined and approved by the District's Board during the annual meeting immediately following the publicly noticed budget workshop or at the first monthly meeting of the District's fiscal year. The Parties acknowledge that the annual payments are intended to support the Hospital's provision of medical care to Indigents of the District by compensating the Hospital for care rendered to such Indigents. Furthermore, if the Parties agree once the annual payment is established, the District can pay the annual payment in monthly increments.~~

7. AMENDMENTS TO INDIGENT CARE POLICY, and INDIGENT CARE DIRECTOR

~~a. — Indigent Care Director: The District is currently in the process of hiring an Indigent Care Director ("Director") whose primary job duties will be to expand the District's Indigent Care Program beyond its current scope of twenty two (22) clients. However, the District agrees that before the Director engages in the process of increasing the number of Indigent enrolled in the District's Indigent Care program, the Director will work with the Hospital to make an assessment of the Indigent population inside the District and to establish: (i) Indigent enrollment goals based on an appropriate poverty; (ii) funding goals for future years; and (iii) appropriate costs and subsidies to the Hospital to meet the Hospital's future obligations to provide Health Care Services~~

~~ba. Amendments to District's Indigent Policy & Procedure Statement. The Parties to ~~this Agreement~~ agree that before any changes to the District's Indigent Policy and Procedure Statement are adopted by the District's Board that could increase the District's Indigent responsibilities, the District will secure approval from the Hospital on any amendments.~~

~~c. — Poverty Rate Assessment. Following this assessment of the Indigent population inside the District, the Director will report his or her findings to the District and the District shall secure the Hospital's consent before amending the Policy to set a mutually acceptable poverty rate at or above the statutory minimum rate of twenty one percent (21%) set forth in Section 61.006 of the Texas Health and Safety Code before the District's Indigent Care Director engages in promoting the District's Indigent Care Program.~~

~~d. — Mental Health and Surgical Services. Both Parties agree that the District's current policy does not contemplate the availability or provision of mental health or surgical services to Indigent residents. Nevertheless the Parties agree that they will begin work immediately to propose Amendments to the District's Indigent Policy to enable the District's Indigent residents to have access to these services and, upon such amendment(s), the Hospital will be obligated to provide mental health and surgical services to Indigent residents in the same manner and to the extent it provides such services to non-indigent patients.~~

8. TERM AND TERMINATION

a. Term. This Agreement is for a Term of twelve (12) months commencing on the Effective Date; and shall continue from year to year subject to the approval of the District's Board of an annual payment. If the District's Board does not adopt an annual payment, then the Agreement shall terminate within thirty (30) days after the Board fails to adopt an annual payment.

b. Termination. This Agreement may be terminated for cause at any time during the Term upon ninety (90) calendar days prior written notice to the other party if the party to whom such notice is given has materially breached or otherwise failed to fulfill its obligations hereunder, including the failure to fulfill any obligation which is found to be unenforceable. The party claiming the right to terminate shall set forth in the notice the facts underlying its claim that the other party is in material breach or non-fulfillment of this Agreement and shall expressly state that the notice constitutes a termination notice under this Section. Should the alleged breach or non-fulfillment be remedied within said 90-day period (to satisfaction of non-breaching party or, if such breach or non-fulfillment cannot be cured within such 90-day period but remedial efforts shall be commenced within such period and diligently pursued, the cure period shall be extended for an additional period as may be necessary to cure such breach or non-fulfillment; however, in no event such breaching or non-fulfilling party have more than 120 days to cure such breach), the Agreement shall continue without interruption for the remaining Term. If Hospital shall breach this Agreement by failure to provide ~~Health Care~~Healthcare Services to any one or more Indigents, then District shall have the right to withhold and/or recoup from Hospital such portion of the payments due or previously paid to Hospital under Section 6 as are equal to the charges for the ~~Health Care~~Healthcare Services failed to be provided by Hospital.

c. Survival. All accrued but unperformed obligations of either party shall survive termination or expiration of this Agreement. All rights and obligations of either party for indemnification hereunder arising out of or in connection with matters occurring within the Term shall survive the termination or expiration of this Agreement.

9. RELATIONSHIP BETWEEN THE PARTIES

a. District and Hospital. The relationship between District and Hospital is a contractual relationship between independent contractors. Neither is an agent or employee of the other. Nothing herein shall preclude District from contracting with any other ~~health care~~Healthcare Hospital to provide ~~health care~~Healthcare services to Indigents.

b. Hospital and Indigent. The relationship between Hospital and any Indigent is that of ~~health care~~healthcare facility and patient. District agrees that it shall not interfere with the independent professional judgment of Hospital and Hospital's employees, agents, affiliates, associates or independent contractors, nor interfere with the relationships between any ~~physician~~Medical Provider practicing at the District and any patient of any such ~~physician~~Medical Provider, and between any such ~~physician~~Medical Provider and the District.

c. **INDEMNIFICATION - HOSPITAL.** HOSPITAL AGREES TO INDEMNIFY AND HOLD DISTRICT HARMLESS FROM AND AGAINST ALL CLAIMS, ACTIONS AND PROCEEDINGS (I) ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OR NONPERFORMANCE OF ANY REPRESENTATION, COVENANT OR AGREEMENT BY HOSPITAL HEREUNDER, (II) MADE BY ANY INDIGENT PERSON DETERMINED ELIGIBLE BY THE DISTRICT TO RECEIVE ~~HEALTH CARE~~HEALTHCARE SERVICES WHO ALLEGES THAT SUCH ~~HEALTH CARE~~HEALTHCARE SERVICES WERE DENIED OR IMPROPERLY RENDERED BY THE HOSPITAL, OR (III) BY ANY ~~PHYSICIAN~~MEDICAL PROVIDER, OR PAYOR ALLEGING DENIAL OF PAYMENT FOR ~~HEALTH CARE~~HEALTHCARE SERVICES RENDERED IN THE HOSPITAL. 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 HOSPITAL PROMPTLY AFTER DISTRICT LEARNS OF THE CLAIM OR PROCEEDING; PROVIDED THAT THE FAILURE TO GIVE SUCH NOTICE SHALL NOT RELIEVE HOSPITAL OF ITS OBLIGATIONS HEREUNDER PROVIDED DISTRICT USES ITS BEST EFFORTS TO MITIGATE DAMAGES AND EXCEPT TO THE EXTENT HOSPITAL IS ACTUALLY DAMAGED THEREBY;

II. WITH RESPECT TO ANY THIRD-PARTY CLAIMS OR PROCEEDINGS AS TO WHICH DISTRICT IS ENTITLED TO INDEMNIFICATION, HOSPITAL 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 HOSPITAL DEEMS IT ADVISABLE TO DO SO, ALL AT THE EXPENSE OF HOSPITAL; 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, AND MAY, AT ITS SOLE EXPENSE, RETAIN SEPARATE COUNSEL, IN CONNECTION THEREWITH. SUBJECT TO THE FOREGOING DISTRICT SHALL NOT SETTLE OR COMPROMISE ANY SUCH THIRD-PARTY CLAIM WITHOUT THE PRIOR CONSENT OF HOSPITAL, 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).

d. **INDEMNIFICATION – DISTRICT.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DISTRICT AGREES TO INDEMNIFY AND HOLD HOSPITAL HARMLESS FROM AND AGAINST ALL CLAIMS, ACTIONS AND PROCEEDINGS (I) ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OR NONPERFORMANCE OF ANY REPRESENTATION, COVENANT OR AGREEMENT BY DISTRICT HEREUNDER; OR (II) ARISING OUT OF OR RELATING TO THE ALLEGED BREACH BY DISTRICT OF THE AUTHORIZING LEGISLATION OR OTHERWISE, INCLUDING ANY CLAIMS THAT ALLEGE THE DISTRICT WAS NOT AUTHORIZED TO ENTER INTO AND/OR PERFORM UNDER THIS AGREEMENT.

10. MISCELLANEOUS

~~a. — Use of Equipment: The equipment purchased with funds provided by the District pursuant to this Agreement shall remain attached to or in the Hospital for the use of the Hospital to assist in providing Health Care Services for the equipment's depreciable life. In the event that the Hospital no longer needs the equipment, the District will be given the right of first refusal to purchase the equipment at a fair market value price.~~

~~— b. a. Duty to Cooperate. The Parties acknowledge that the Parties' mutual cooperation is critical to the ability of Hospital to perform its duties hereunder.~~

~~eb. Arms' Length Transaction. District and Hospital acknowledge and agree that all amounts payable to Hospital under this Agreement represent amounts negotiated between the Parties in arms' length negotiations.~~

~~ec. Severability. Each provision of this Agreement is intended to be severable. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of remainder of this Agreement.~~

~~ed. Waiver; Consents. No consent or waiver, express or implied, by either party hereto or of any breach or default by the other party in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any other instance by or on behalf of any party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.~~

~~fe. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas, and venue for any disputes between the Parties shall be exclusively the District courts of Chambers County.~~

~~gf. Force Majeure. Each party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of such party, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however, release such party from using its best efforts to avoid or remove such cause and such party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such party shall give prompt written notice thereof to the other party, provided that failure to give such notice shall not in any way limit the operation of this provision.~~

hg. Remedies. All rights, powers and remedies granted to either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise. All such rights, powers and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power or remedy shall impair such right, power or remedy or be construed to be a waiver of or an acquiescence to any breach or default. A waiver by either party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.

ih. Law Change. Notwithstanding any other provisions of this Agreement, if the governmental agencies (or their representative) which administer Medicare or Medicaid, or any other payor, or any other Federal, state or local government or agency passes, issues or promulgates any law, rule, regulation, standard or interpretation at any time while this Agreement is in effect which prohibits, restricts, limits, or in any way materially affects either party's rights or obligations hereunder, either party may give the other party notice of intent to amend this Agreement in a fashion that is equitable to each party considering such prohibition, restriction, limitation or change, and the Parties shall negotiate in good faith to accomplish such amendment. If agreement on the amendment is not reachable, then such law, rule, regulation, standard or interpretation shall supplement this Agreement and become binding on the Parties, without thereby relieving the Parties of any contractual duty required of it hereunder.

ji. Government Access. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Hospital will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If Hospital carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a 12-month period with a related individual or organization, Hospital agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of Public Law 96-499, Sec. 952 (Sec. 1861(v) (1) (I) of the Social Security Act) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by any party hereto by virtue of this Agreement.

kj. Assignment. No party hereto shall have the right to assign or delegate this Agreement, or any portion hereof, without the prior written approval of the other party.

hk. Successor in Interest. All of the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of and be binding upon the Parties and all successors and assigns. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions of this Agreement; this Agreement and conditions and provisions hereof being intended to be and being for the sole exclusive benefit of the Parties hereto, their permitted successors and assigns and for the benefit of no other person.

m. Modification of Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter of this Agreement. To be effective, any modification of this Agreement must be in writing and signed by the party to be charged thereby.

nn. Headings. The headings of the Sections and Articles of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the Parties hereto.

oo. 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: ~~Elroy Henry~~ Mr. Edward Murrell
Chairman
Winnie-Stowell Hospital District
P.O. Box 1997
Winnie, Texas 77665
E-mail: ~~elroyhenry@windstream.net~~ murrell@wshd-

tx.com

Hospital: Tahir Javed
Chief Executive Office
Winnie Community Hospital, LLC
538 Broadway
Winnie, Texas, 77665
E-mail: ceo@starcoimpex.com

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.

pp. Nondiscrimination. District and Hospital will not discriminate on the basis of race, sex, age, religion, national origin, or handicap in providing services under this Agreement or in the selection of employees or independent contractors.

qq. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument.

rr. Non-Exclusive Arrangement. This Agreement shall not require District to use the services and facilities provided by Hospital as the exclusive source of ~~Health Care~~ Healthcare Services for Indigents, nor shall Hospital be prohibited hereunder from contracting with other entities for the provision of services.

st. Expenses. If either party hereto fails to pay or perform its obligations hereunder, and if the other party hereto obtains the services of an attorney for enforcement of such obligations and suit is filed to enforce such obligations, or if proceedings are had in any bankruptcy, probate, receivership or other judicial proceedings for the establishment or enforcement of such obligations, or if any amount owing by either party hereunder is collected through such proceedings, the Parties agree that the losing party shall pay the prevailing party's reasonable attorneys' fees and expenses in connection with such matter.

ts. Compliance with Applicable Federal and State Law. The Parties enter into this Agreement with the intent of conducting their relationship 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. Neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of such laws.

IN WITNESS WHEREOF, the Parties have hereunto set their hand as of the day and year first above written.

HOSPITAL:
WINNIE COMMUNITY HOSPITAL

By: _____

Name: _____

Title: _____

DISTRICT:
WINNIE-STOWELL HOSPITAL DISTRICT

By: _____

Name: _____

Title: _____

Exhibit "A"
2011-2019 WSHD Indigent Care Healthcare Cost

Exhibit A-2011-2019 WSHD/Winnie Community Hospital Cost					
Year	Number of Clients	WCH Amount Billed	Medicaid Payment Amount	Avg. Per Client Cost/Billed	Avg. Per Client Cost/Paid
2011	67	\$148,192.00	\$69,614.29	\$2,211.82	\$1,039.02
2012	65	\$218,089.00	\$104,653.91	\$3,355.22	\$1,610.06
2013	54	\$182,264.00	\$85,029.21	\$3,375.26	\$1,574.62
2014	32	\$107,470.00	\$51,798.97	\$3,358.44	\$1,618.72
2015	47	\$150,742.36	\$70,744.36	\$3,207.28	\$1,505.20
2016	62	\$271,329.79	\$111,290.43	\$4,376.29	\$1,795.01
2017	61	\$520,406.20	\$214,062.41	\$8,531.25	\$3,509.22
2018	61	\$638,848.11	\$264,655.20	\$10,472.92	\$4,338.61
2019	80	\$755,761.37	\$309,326.39	\$9,447.02	\$3,866.58
2011-2019 Avg.	57.56	\$332,566.98	\$142,352.80	\$5,370.61	\$2,317.45

Exhibit “M”

American Office LLC

Beaumont, TX 77720-2471

Estimate

Date	Estimate #
1/18/2020	6330

Name / Address
Winnie Stowell Hospital District

Ship To
409 296-1003 Sherrie

P.O. No.	Terms	Rep
		Dave

Qty	Description	Each	Total
1	12 Knoll Conference Table	1,195.00	1,195.00T
10	Knoll High Back Swivel Chair	275.00	2,750.00T
4	Rolling High Back Swivel Chair, used	150.00	600.00T
1	36" Round Conference Table	250.00	250.00T
6	Black Lorrall Guest Chair	125.00	750.00T
2	L shape Wood Desk (Espresso/Walnut	595.00	1,190.00T
1	File/Utility Cabinet	395.00	395.00T
2	4 DWR. Lateral File Cabinet, flip top, Black perference (Pull Shelf)	240.00	480.00T
1	5 DWR. Lateral File Cabinet	300.00	300.00T
2	High Back Swivel Chair, Mesh back black Lorrall	325.00	650.00T
1	Keyboard Metal/Granite Table	125.00	125.00T
1	Delivery & Setup	200.00	200.00T
		Subtotal	\$8,885.00
		Sales Tax (0.0%)	\$0.00
		Total	\$8,885.00

Prices are good for 5 days.

Signature

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: American Office LLC

Street address: 605 S. 11th St. City, State, ZIP code: Beaumont, TX 77701

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶	Purchaser	Title	Date

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**

Conference Room Table



Conference Table Chairs



Common Room Computer Table



Counseling Office Table



Counseling Table Chairs



Counseling Office File Cabinet



Main Filing Cabinets



Office Desks & Chairs



Guest Chairs



Exhibit “N”

DY9 Advance UC IGT Notification - Providers 7 of 21



HHSC RAD UC Payments <RAD_UC_Payments@hhsc.state.tx.us>

Today, 11:18 AM

'gtrollope@echd.org'; 'Gwendolyn.Huskey@harrishealth.org'; 'gz0357@gulfbend.org'; 'ha.torres@dhr-rgv.com'; 'Hal.Guthrie@c+100 more ▾

Reply all ▾

This message has been marked as Confidential.

DY9 Advance SDA Alloc...
25 KB2020_DY 9 UC Advance ...
194 KB

2 attachments (219 KB)

Providers, Government Entities, and Anchors:

Please read this entire message carefully and make note of the information provided below that failure by IGT entities and providers to submit the required forms may result in a delayed payment for the providers.

HHSC is providing notice to IGT for the DY9 Advance UC Payment.

Dates pertinent to this payment:

2/04/2020 Last day to submit your IGT into TexNet
2/05/2020 IGT Settlement date
2/10/2020 State Owned Submit Journal Entry
2/14/2020 State Owned paid
2/28/2020 UC Providers paid

Attached to this email are the following documents:

- DY9 UC Advance Payment Calculation spreadsheet
- DY9 UC UC/SDA Allocation Form

Beginning with the DY9 UC Advance Payment, IGT received will be allocated at the Service Delivery Area (SDA) level. While providers are required to have an affiliation to be eligible to participate in the UC Program, IGT received is no longer allocated at the affiliation level. In the event of an IGT shortage in a SDA, a pro-rata reduction will be imposed for all participants in that SDA for the advance payment, with no additional funding opportunities. Should this occur in a final payment, the SDA will be allotted a yet to be determined number of business days to submit the additional IGT. If additional IGT is not submitted for the underfunded SDA, HHSC will proportionally reduce the payments to all providers in the SDA based on the IGT received. HHSC will then reallocate the funds from the underfunded SDA to all SDAs who have additional IGT based on IGT commitments. HHSC is currently developing the timeline for these additional steps for the final payment and will communicate the dates to providers as soon as it has been finalized. In general, providers should expect HHSC to send UC IGT commitments in late June as opposed to the early August dates from prior years.

The amount that needs to be submitted into TexNet for all entities is in **Column M of the "DY 9 Advance UC Calculation" tab, while the corresponding payment amount is in column L of the attached 2020_DY 9 UC Advance Payment Calculation**. The total IGT amount needed to fully fund each SDA is summarized in column C of the "DY 9 Advance Summary by SDA" tab. Please ensure you select the applicable UC bucket in TexNet when you enter your IGT. It is imperative that you send a screen shot/PDF copy of the confirmation/trace sheet from TexNet or an email with the trace number, location number, IGT amount and settlement date, if the TexNet is submitted over the phone, to RAD_UC_Payments@hhsc.state.tx.us. Additionally, you must submit the IGT allocation form and designate what SDA the IGT is being submitted for. Please include two contacts and their phone numbers and email addresses, should HHSC have any questions regarding the TexNet received.

Government Entities funding in multiple SDA's should submit a separate TexNet and UC/SDA Allocation form, for each SDA for which they are providing funding.

In the instance of an IGT overage within an SDA, HHSC will issue a pro-rata refund to the governmental entity/entities identified by HHSC. HHSC will determine the pro-rata refund, not the government entity/entities or their representative(s).

If you have questions regarding the UC payment process, please send an email to RAD_UC_Payments@hhsc.state.tx.us.

If you have questions regarding the payment calculation file, please send an email to uctools@hhsc.state.tx.us

HHSC Rate Analysis Department-Payments

Texas Health and Human Services Commission
P.O. Box 149030, Mail Code H-400
Brown-Heatly Building

Hospital Name	DY 8 Total Payment	Column 1, Line 23; Cost of Charity Care minus Revenue - Uninsured Patients (or equivalent for non S- 10 hospital) used for CMS Pool Sizing	Final DY 9 UC Advance Payment Amount	DY 9 UC Advance IGT Amount
Winnie Community Hospital	\$ 3,201,241	\$ 327,415	\$97,830.46	\$ 38,261.49

Exhibit “O”

Hubert Oxford IV

From: Hubert Oxford IV
Sent: Wednesday, January 22, 2020 10:27 AM
To: 'Karen Horn'; Kennedy, Timothy W.; 'cportner@portnerbond.com'
Cc: Tammy Sachitano; mo@starcoimpex.com; Julie Haire
Subject: RE: 1115 Waiver / UC DY 9 New IGT Allocation Method
Attachments: Item 15-Second E-Mail from HHSC Re UC 9.pdf

All,

I did some calling around and went back and read the attached e-mail from HHSC. After talking to them and reading the attached e-mail, it appears that:

1. The purpose of the change in funding from Affiliation Agreement based to SDA based is most likely an attempt to circumvent the “quid pro quo” dispute between the State of Texas and CMS. That is, if funding is based on a SDA model, not the Affiliation Agreement with a hospital, CMS can’t argue quid pro quo. Thoughts?
2. The payment the District is being asked to make in February is the “Advance Payment” (i.e., first of two payments). The second payment is the “Final Payment”. With this understanding, the second e-mail sent by HHSC regarding DY9 Uncompensated Care states that during the Advance Payment phase, if a SDA doesn’t maximize the IGTs for the hospitals in the area, the payments to the hospitals in the SDA will be reduced on a pro-rata basis. And if this occurs during the Final Payment (i.e., September 2020), HHSC will reduce the payments to the hospitals in the SDA on the same basis but the funds not maximized by the SDA will be redistributed to the SDA’s who have additional IGTs.

In essence, if the Jefferson SDA doesn’t maximize its IGT allotment, the payment to the hospitals in the SDA will be reduced proportionally. However, if the Jefferson SDA maximizes its IGTs for the Advance Payment and Final Payment, it appears that the SDA could be offered the chance to make a larger SDA to capture the funds left on the table by the SDAs who underfunded their IGTs.

The operative language in the e-mail states:

Beginning with the DY9 UC Advance Payment, IGT received will be allocated at the Service Delivery Area (SDA) level. While providers are required to have an affiliation to be eligible to participate in the UC Program, IGT received is no longer allocated at the affiliation level. In the event of an IGT shortage in a SDA, a pro-rata reduction will be imposed for all participants in that SDA for the advance payment, with no additional funding opportunities. Should this occur in a final payment, the SDA will be allotted a yet to be determined number of business days to submit the additional IGT. If additional IGT is not submitted for the underfunded SDA, HHSC will proportionally reduce the payments to all providers in the SDA based on the IGT received. HHSC will then reallocate the funds from the underfunded SDA to all SDAs who have additional IGT based on IGT commitments. HHSC is currently developing the timeline for these additional steps for the final payment and will communicate the dates to providers as soon as it has been finalized. In general, providers should expect HHSC to send UC IGT commitments in late June as opposed to the early August dates from prior years.

From the Hospital District's perspective, this new language does not appear to obligate the District to any additional IGTs unless there is an excess of IGTs during the Final Payment period due to other SDA's not maximizing their IGTs. In that case, HHSC will reallocate those fund so that other SDAs can maximize the IGT and drawn down the state's share of Uncompensated Care payments.

Will you please provide your thoughts on this?

Sincerely,

Hubert Oxford, IV
Benckenstein & Oxford, L.L.P.
3535 Calder Avenue, Suite 300
Beaumont, Texas 77706
(409) 951-4721 Direct
(409) 351-0000 Cell
(409) 833-8819 Fax

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From: Karen Horn <khorn@ricelandhealthcare.com>
Sent: Wednesday, January 22, 2020 8:40 AM
To: Kennedy, Timothy W. <tkennedy@hallrender.com>
Cc: Tammy Sachitano <cportner@portnerbond.com>; mo@starcoimpex.com; Julie Haire <jhaire@ricelandhealthcare.com>; Hubert Oxford IV <hoxfordiv@benoxford.com>
Subject: Re: 1115 Waiver / UC DY 9 New IGT Allocation Method

Timothy,
Any insight you can provide before the hospital district's meeting tonight?

Karen Horn

Financial Analyst

Riceland Medical Center

(formerly Winnie Community Hospital)

225-267-6966 Office

225-715-9840 Cell

From: Kennedy, Timothy W. <tkennedy@hallrender.com>
Sent: Friday, January 17, 2020 12:35 PM
To: Karen Horn <khorn@ricelandhealthcare.com>
Cc: Tammy Sachitano <cportner@portnerbond.com>; mo@starcoimpex.com <mo@starcoimpex.com>; Julie Haire <jhaire@ricelandhealthcare.com>; Hubert Oxford IV <hoxfordiv@benoxford.com>
Subject: RE: 1115 Waiver / UC DY 9 New IGT Allocation Method

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Wil do. Thank you Karen.

Timothy W. Kennedy | Attorney
tkennedy@hallrender.com | vCard | @hallrender on Twitter

Hall, Render, Killian, Heath & Lyman, P.C.
INDIANAPOLIS D: (317) 977-1436 | C: (317) 714-4383 | F: (317) 633-4878

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From: Karen Horn <khorn@ricelandhealthcare.com>
Sent: Friday, January 17, 2020 1:07 PM
To: Kennedy, Timothy W. <tkennedy@hallrender.com>
Cc: Tammy Sachitano <cportner@portnerbond.com>; mo@starcoimpex.com; Julie Haire <jhaire@ricelandhealthcare.com>; Hubert Oxford IV <hoxfordiv@benoxford.com>
Subject: 1115 Waiver / UC DY 9 New IGT Allocation Method

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Timothy,
With the release of HHSC's emails this morning, several questions arose related to the new IGT allocation method. Below is a copy of the paragraph included in the HHSC letter:

Beginning with the DY9 UC Advance Payment, IGT received will be allocated at the : providers are required to have an affiliation to be eligible to participate in the UC Pr allocated at the affiliation level. In the event of an IGT shortage in a SDA, a pro-rat participants in that SDA for the advance payment, with no additional funding opport payment, the SDA will be allotted a yet to be determined number of business days I IGT is not submitted for the underfunded SDA, HHSC will proportionally reduce the

What does that mean for us and the hospital district? If there is an IGT shortage would the hospital district be required to make an additional IGT during the final payment round?

The total Jefferson SDA advance IGT amount is over \$6M, which means the final IGT would like be around twice that. And while we are only a small percentage of that number, the hospital district needs to set budget amounts.

Can you give us some background and guidance on the changes and how it will impact both the hospital and the hospital district?

Karen Horn

Financial Analyst

Riceland Medical Center

(formerly Winnie Community Hospital)

225-267-6966 Office

225-715-9840 Cell



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