

Exhibit “A”

Winnie-Stowell Hospital District

Balance Sheet

02/19/20

As of January 31, 2020

Accrual Basis

	Jan 31, 20
ASSETS	
Current Assets	
Checking/Savings	
100 Prosperity Bank -Checking	663,134.50
102 Prosperity Bank - CD#0447	107,875.62
104 Allegiance Bank - CD#9053	2,795,928.66
105 TexStar	687,986.86
107 Graham InterBank combined	
107.01b GIB 0228 DACA	443,070.32
107.01c GIB Collateral Funds	5,731,234.07
Total 107 Graham InterBank combined	6,174,304.39
108 Allegiance Bank NH Combined	2,708,762.36
Total Checking/Savings	13,137,992.39
Other Current Assets	
110 Sales Tax Receivable	116,206.43
114 Accounts Receivable NH	21,121,021.27
117 NH - QIPP Prog Receivable	7,874,366.26
118 Prepaid Expense	3,775.00
119 Prepaid IGT	8,743,925.12
Total Other Current Assets	37,859,294.08
Total Current Assets	50,997,286.47
Fixed Assets	
120 Equipment	140,654.96
125 Accumulated Depreciation	-113,810.64
Total Fixed Assets	26,844.32
TOTAL ASSETS	51,024,130.79
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
190 NH Payables Combined	2,708,559.32
190. NH Payable - Accruals	96,535.16
201 NHP Accounts Payable	3,789,849.26
201.1 NH Payable - LTC	396,000.00
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	2,993.26
240 Accounts Payable NH	19,342,663.01
Direct Deposit Liabilities	-3,353.56
Total Other Current Liabilities	40,514,389.09
Total Current Liabilities	40,514,389.09
Total Liabilities	40,514,389.09
Equity	
300 Net Assets, Capital, net of	59,503.44
310 Net Assets-Unrestricted	4,755,312.01
Retained Earnings	5,706,709.18
Net Income	-11,782.93
Total Equity	10,509,741.70
TOTAL LIABILITIES & EQUITY	51,024,130.79

Winnie-Stowell Hospital District Profit & Loss Budget vs. Actual

As of January 31, 2020

Accrual Basis

	Jan 20	Budget	\$ Over Budget	% of Budget
Income				
400 Sales Tax Revenue	80,483.55	500,000.00	-419,516.45	16.1%
405 Investment Income	11,981.45	46,000.00	-34,018.55	26.0%
409 Tobacco Settlement	0.00	9,800.00	-9,800.00	0.0%
415 Nursing Home - QIPP Program	2,294,451.34	27,533,416.02	-25,238,964.68	8.3%
Total Income	2,386,916.34	28,089,216.02	-25,702,299.68	8.5%
Expense				
500 Admin-Administrative Salary	5,166.66	63,000.00	-57,833.34	8.2%
504 Admin-Administrators PR Tax	688.73	4,800.00	-4,111.27	14.3%
505 Admin-Board Bonds	50.00	250.00	-200.00	20.0%
515 Admin-Bank Service Charges	0.00	360.00	-360.00	0.0%
521 Professional Fees - Acctng	1,625.00	25,000.00	-23,375.00	6.5%
522 Professional Fees-Auditing	0.00	25,000.00	-25,000.00	0.0%
523 Professional Fees - Legal	1,000.00	25,000.00	-24,000.00	4.0%
550 Admin-D&O / Liability Ins.	0.00	12,000.00	-12,000.00	0.0%
560 Admin-Cont Ed, Travel	0.00	5,000.00	-5,000.00	0.0%
561 Admin-Cont Ed-Medical Pers.	150.14	5,000.00	-4,849.86	3.0%
562 Admin-Travel&Mileage Reimb.	0.00	1,500.00	-1,500.00	0.0%
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	904.97	6,800.00	-5,895.03	13.3%
572 Admin-Web Site	0.00	1,500.00	-1,500.00	0.0%
573 Admin-Copier Lease/Contract	264.05	2,500.00	-2,235.95	10.6%
575 Admin-Cell Phone Reimburse	150.00	1,800.00	-1,650.00	8.3%
576 Admin-Telephone/Internet	210.49	3,000.00	-2,789.51	7.0%
590 Admin-Election Cost	0.00	5,000.00	-5,000.00	0.0%
591 Admin-Notices & Fees	0.00	5,000.00	-5,000.00	0.0%
592 Admin Office Rent	2,250.00	7,080.00	-4,830.00	31.8%
593 Admin-Electric	0.00	1,800.00	-1,800.00	0.0%
594 Admin-Casualty & Windstorm	2,060.10	2,060.00	0.10	100.0%
597 Admin-Flood Insurance	1,235.00	1,235.00	0.00	100.0%
600 East Chambers ISD Partnersh	15,000.00	180,000.00	-165,000.00	8.3%
601 IC-Pmt to Hosp (Indigent)	0.00	140,000.00	-140,000.00	0.0%
602 IC-WCH 1115 Waiver Prog	0.00	450,000.00	-450,000.00	0.0%
603a IC-Pharmaceutical Costs	7,459.15	110,000.00	-102,540.85	6.8%
604a IC-Non Hosp Cost-Other	0.00	5,000.00	-5,000.00	0.0%
604b IC-Non Hosp Costs UTMB	8,697.28	250,000.00	-241,302.72	3.5%
605 IC-Office Supplies/Postage	0.00	1,200.00	-1,200.00	0.0%
607 IC-Non Hosp Costs-WSEMS	0.00	1,000.00	-1,000.00	0.0%
611 IC-Indigent Care Dir Salary	3,750.00	45,000.00	-41,250.00	8.3%
612 IC-Payroll Taxes -Ind Care	0.00	3,500.00	-3,500.00	0.0%
615 IC-Software	1,109.00	13,308.00	-12,199.00	8.3%
616 IC-Travel	0.00	550.00	-550.00	0.0%
617 IC -Youth Counseling	170.00	5,000.00	-4,830.00	3.4%
629 - Property Acquisition	99,719.00	150,000.00	-50,281.00	66.5%
630 NH Program-Mgt Fees	542,940.11	6,515,281.34	-5,972,341.23	8.3%
631 NH Program-IGT	1,208,571.11	14,502,853.30	-13,294,282.19	8.3%
633 NH Program-Acctg Fees	0.00	35,000.00	-35,000.00	0.0%
634 NH Program-Legal Fees	14,100.00	190,000.00	-175,900.00	7.4%
635 NH Program-LTC Fees	132,000.00	1,606,000.00	-1,474,000.00	8.2%
637 NH Program-Interest Expense	349,428.48	1,725,490.68	-1,376,062.20	20.3%
638 NH Program-Bank Fees & Misc	0.00	300.00	-300.00	0.0%
639 NH Program-Appraisal	0.00	2,500.00	-2,500.00	0.0%
640 Nursing Home Oper. Expenses	0.00	2,500.00	-2,500.00	0.0%
653 Service Fee	0.00	100.00	-100.00	0.0%
Total Expense	2,398,699.27	26,142,768.32	-23,744,069.05	9.2%
Net Income	-11,782.93	1,946,447.70	-1,958,230.63	-0.6%

Exhibit “B”

WSHD Treasurer's Report and Supporting Documents

Reporting Date: Wednesday, February 19, 2020

Pending Expenses	For	Amount	Funds Summary	Totals
Brookshire Brothers	Indigent Care	\$6,968.97	Prosperity Operating	\$664,201.69
Wilcox Pharmacy	Indigent Care	\$1,144.07	Interbank (Restricted-Comp. 1 & Prepaid Int.)	\$3,581,755.48
UTMB at Galveston	Indigent Care	\$5,031.44	Interbank (Unrestricted)	\$2,949,989.48
UTMB Faculty Group	Indigent Care	\$1,501.31	Prosperity CD	\$107,875.62
Indigent Healthcare Solutions	IC Inv #69348	\$1,109.00	TexStar	\$687,986.86
American Education Services	S Stern-Student Loan	\$150.14	Allegiance Bank LOC (Available)	\$785,399.12
Penelope (Polly) Butler	Youth Counseling	\$170.00	Net Cash Position (less Interbank)	\$5,195,452.77
Grace Nichols	Youth Counseling	\$255.00	Pending Expenses	(\$61,301.18)
Benckenstein & Oxford	Inv#49665	\$18,075.00	Ending Balance	\$5,134,151.59
Hubert Oxford	1/2 Legal Retainer	\$500.00	Last Month	
Josh Heinz	1/2 Legal Retainer	\$500.00	Prosperity Operating	\$312,465.34
David Sticker	Inv# 21577	\$2,031.25	Interbank-restricted	\$2,527,837.45
JS Edwards	Windstorm balance	\$47.00	Interbank-unrestricted	\$857,895.13
Texas Mutual	Workers Comp Ins	\$418.00	Prosperity CD	\$107,875.62
Durbin & Associates	Audit	\$23,400.00	TexStar	\$686,169.96
Total Pending Expenses		\$61,301.18	Allgeiance Bank LOC (Available)	\$785,399.12
			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 2/19/2020	\$6,531,744.96
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	\$1,170.00
Overage for QIPP 2 Qtr 4	\$23,783.74
Balance to keep in GIB Loan 16 Accural	\$283,791.28
QIPP Y3, Cmps 3, 4 & NonDispersed (Lapse)-District	\$1,455,068.84
QIPP 3 Dec. Comp. 1	\$1,202,564.62
QIPP 3 Dec. Comp. 2 District	\$78,093.04
Balance to keep in GIB (<i>GIB has an Incoming wire fee \$10.00</i>)	\$100.00
Restricted	\$3,581,755.48
Unrestricted	\$2,949,989.48

Transactions Since Last Meeting

Date	To	For	Amount		
1/28/2020	Salt Creek Capital	Loan 15 Interest (Jan 2020)	(\$99,583.09)	Wire	(8 of 10)
1/28/2020	Salt Creek Capital	Loan 16 Interest (Jan 2020)	(\$70,947.82)	Wire	(2 of 10)
2/5/2020	State Comptroller	DY7 UC IGT-WCH	(\$38,261.49)	Wire	
2/8/2020	Rollo Brothers	Rent Febrary	(\$750.00)	Check	
2/10/2020	NHs	QIPP Y3 Dec 2019	(\$103,198.86)	Wire	
2/11/2020	LTC Group	Invs Nov, Dec, Jan	(\$396,000.00)	Wire	
2/11/2020	NHs	QIPP Y3 Qtr 1 Distribution	(\$1,455,068.84)	Wire	
Total Transactions Since Last Meeting			(\$2,163,810.10)		

Upcoming Transactions

Anticipated Date	For	Upcoming Transactions	Income	Expenses
2/28/2020	MCO	QIPP 3, Qtr 1, Jan. Component 1 Payment	\$1,210,236.42	
2/28/2020	MCO	QIPP 3, Qtr. 1 Jan. Comp. 2 Payment	\$123,610.50	
2/28/2020	MCO	QIPP 2, Adjustment 1	\$324,879.00	
2/28/2020	Managers	Payment of Incentive Fees (Comp. 2)		(\$73,805.25)
1/31/2020	Managers	Payment of Yr. 2 Adjustment Pmt.		(\$162,439.50)
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	Precision Structions	Inv 35423 balance		(\$13,999.00)
2/1/2020	Allegiance Bank	Loan 16-Interest		(\$5,638.89)
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 Rcvd.
1	6/29/2019	\$7,113,077.80	\$99,583.09	\$0.00
2	7/31/2019	\$7,113,077.80	\$99,583.09	\$0.00
3	8/29/2019	\$7,113,077.80	\$99,583.09	\$0.00
4	9/29/2019	\$7,113,077.80	\$99,583.09	\$0.00
5	10/29/2019	\$7,113,077.80	\$99,583.09	\$1,089,501.13
6	11/29/2019	\$7,113,077.80	\$99,583.09	\$1,107,480.96
7	1/2/2020	\$7,113,077.80	\$99,583.09	\$1,075,928.37
8	1/29/2020	\$7,113,077.80	\$99,583.09	\$1,210,236.42
Reserve	2/29/2020	\$7,113,077.80	\$0.00	\$236,300.47
9	2/28/2020	\$7,113,077.80	\$99,583.09	\$1,206,450.07
10	3/29/2020	\$7,113,077.80	\$99,583.09	\$1,187,180.38
Amount Paid	3/29/2020	\$0.00	\$995,830.90	\$7,113,077.80
Amount Remaining				\$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.
1	1/2/2020	\$5,067,701.53	\$70,947.82	\$0.00
2	1/31/2020	\$5,067,701.53	\$70,947.82	\$0.00
3	2/28/2020	\$5,067,701.53	\$70,947.82	\$0.00
4	3/31/2020	\$5,067,701.53	\$70,947.82	\$0.00
5	4/30/2020	\$5,067,701.53	\$70,947.82	\$1,085,546.75
6	5/31/2020	\$5,067,701.53	\$70,947.82	\$1,088,679.63
7	6/30/2020	\$5,067,701.53	\$70,947.82	\$1,142,068.88
8	7/31/2020	\$5,067,701.53	\$70,947.82	\$1,169,629.76
Reserve	8/31/2020	\$5,067,701.53	\$0.00	\$337,232.65
9	8/31/2020	\$5,067,701.53	\$70,947.82	\$244,543.86
10	9/30/2020	\$5,067,701.53	\$70,947.82	\$0.00
Amount Paid	9/30/2020	\$0.00	\$709,478.20	\$5,067,701.53
Amount Due: March 29, 2020			\$709,478.20	\$5,067,701.53
Amount Remaining				\$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	1/31/2020	\$10,529.54
CD at Prosperity (Qtr.) C.D. #0447	\$107,875.62	1.75%	1/1/2020	1/31/2020	Paid \$473.75 Nov 2019
Texstar C.D. #1110	\$687,986.86	1.56%	1/1/2020	1/31/2020	\$905.28

**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

IGT 5 (Actual Qtr1 and Projected Qtr. 2-100% Comp. 2 & 75% Comp. 3 and 4)

Facility	Manager	Annual Census	IGT	Supplemental %	Lapse % of Supp	Total Revenue	Total Expenses	IGT Profit	Return on IGT
Rose Haven Retreat	Caring	10,033	\$139,306.85	89.7%	23.6%	\$147,600.88	-\$126,303.40	\$21,297.48	15.29%
Highland Park Rehabilitation & Nursing Center	Caring	12,081	\$167,743.06	89.7%	23.4%	\$177,536.47	-\$145,252.27	\$32,284.21	19.25%
Golden Villa	Caring	15,426	\$214,187.94	89.7%	23.6%	\$227,033.19	-\$176,502.91	\$50,530.28	23.59%
Garrison Nursing Home & Rehabilitation Center	Caring	19,334	\$268,449.99	89.7%	23.6%	\$284,553.85	-\$212,859.92	\$71,693.92	26.71%
Marshall Manor West	Caring	19,924	\$276,642.06	89.7%	23.6%	\$293,164.02	-\$218,311.90	\$74,852.12	27.06%
Marshall Manor Nursing & Rehabilitation Center	Caring	22,821	\$316,866.52	89.7%	23.6%	\$335,857.25	-\$245,289.94	\$90,567.31	28.58%
Spring Branch Transitional Care Center	Caring	59,812	\$830,481.58	89.7%	23.5%	\$879,453.71	-\$588,994.28	\$290,459.43	34.97%
Park Manor The Woodlands	HMG	19,338	\$268,505.53	89.7%	23.5%	\$284,340.03	-\$212,760.79	\$71,579.24	26.66%
Deerbrook Skilled Nursing and Rehab Center	HMG	19,620	\$272,421.06	89.7%	23.5%	\$288,477.57	-\$215,377.74	\$73,099.84	26.83%
Park Manor Cypress Station	HMG	19,637	\$272,657.10	83.0%	23.7%	\$269,233.72	-\$205,788.85	\$63,444.86	23.27%
Park Manor Southbelt	HMG	20,067	\$278,627.59	89.7%	23.5%	\$294,999.60	-\$219,507.67	\$75,491.94	27.09%
Park Manor Conroe	HMG	20,357	\$282,654.21	89.7%	21.1%	\$293,893.39	-\$219,518.28	\$74,375.10	26.31%
Park Manor Quail Valley	HMG	21,938	\$304,606.18	83.0%	23.7%	\$300,870.55	-\$226,080.14	\$74,790.41	24.55%
Park Manor Westchase	HMG	23,969	\$332,806.34	82.6%	23.7%	\$327,265.17	-\$243,225.47	\$84,039.70	25.25%
Park Manor Cyfair	HMG	24,194	\$335,930.44	89.7%	23.5%	\$355,707.86	-\$257,884.19	\$97,823.67	29.12%
Park Manor Tomball	HMG	24,442	\$339,373.88	89.7%	23.5%	\$359,398.15	-\$260,211.42	\$99,186.73	29.23%
Park Manor Humble	HMG	24,988	\$346,955.02	89.7%	23.5%	\$367,436.45	-\$265,291.93	\$102,144.52	29.44%
Friendship Haven Healthcare and Rehabilitation Center	HMG	28,151	\$390,872.85	83.0%	23.7%	\$386,036.92	-\$280,740.66	\$105,296.26	26.94%
Monument Rehabilitation and Nursing Center	Regency	10,295	\$142,944.69	69.6%	25.0%	\$121,543.83	-\$113,784.17	\$7,759.66	5.43%
Hallettsville	Regency	11,256	\$156,288.05	89.7%	24.0%	\$166,079.68	-\$137,920.16	\$28,159.51	18.02%
Spindletop Hill Nursing and Rehabilitation Center	Regency	25,512	\$354,230.69	83.0%	23.9%	\$350,381.04	-\$257,782.82	\$92,598.22	26.14%
The Woodlands Nursing and Rehabilitation Center	Regency	40,343	\$560,157.13	69.2%	24.2%	\$470,907.96	-\$346,875.98	\$124,031.98	22.14%
Oak Manor Nursing Center	SLP	8,265	\$114,758.41	87.8%	24.4%	\$119,939.33	-\$109,035.85	\$10,903.49	9.50%
Oakland Manor	SLP	10,487	\$145,610.58	67.3%	25.2%	\$120,218.91	-\$113,494.94	\$6,723.97	4.62%
			\$7,113,077.75	85.6%	23.6%	\$7,221,929.54	-\$5,398,795.66	\$1,823,133.87	25.63%

Facility Name	Budgeted Quarterly Payment				Quarterly Payment			
	Budgeted Q1 Component 3 Payment	Budgeted Q1 Component 4 Payment	Budgeted Q1 Lapse Funds Payment	Budgeted Total Payment	Q1 Component 3 Payment	Q1 Component 4 Payment	Q1 Lapse Funds Payment	Total Payment
Spindletop Hill Nursing and Rehabilitation Center	42,311.55	45,423.43	19,919.97	107,654.94	38,664.27	61,499.90	37,568.30	\$137,732.47
Garrison Nursing Home & Rehabilitation Center	32,065.36	34,423.67	15,096.14	81,585.16	43,633.46	46,349.94	30,220.84	\$120,204.24
Golden Villa	25,583.96	27,465.58	12,044.74	65,094.27	34,804.90	37,012.04	24,108.76	\$95,925.70
Hallettsville Rehabilitation & Nursing Center	18,668.03	20,041.00	8,788.77	47,497.81	26,014.95	27,615.87	18,010.35	\$71,641.17
Highland Park Care Center	20,036.29	21,509.89	9,432.94	50,979.12	27,172.92	28,670.64	18,614.52	\$74,458.08
Marshall Manor Nursing & Rehabilitation Center	37,848.53	40,632.18	17,818.81	96,299.52	51,613.12	54,669.16	35,653.80	\$141,936.08
Marshall Manor West	33,043.87	35,474.14	15,556.81	84,074.83	44,991.70	47,708.18	31,069.74	\$123,769.62
Monument Hill Rehabilitation & Nursing Center	17,074.21	18,329.97	8,038.42	43,442.60	-	25,888.96	13,705.92	\$39,594.88
Oak Manor Nursing Center	13,707.47	14,715.61	6,453.38	34,876.45	19,607.08	20,749.24	13,325.20	\$53,681.52
Oakland Manor Nursing Center	17,392.65	18,671.82	8,188.33	44,252.80	8,280.66	17,576.57	13,610.74	\$39,467.97
Park Manor Conroe	33,762.00	36,245.09	15,894.90	85,901.99	45,573.48	48,354.96	26,103.12	\$120,031.56
Park Manor Cyfair	40,125.65	43,076.76	18,890.86	102,093.28	54,131.88	57,555.24	37,443.00	\$149,130.12
Park Manor Cypress Station	32,567.88	34,963.15	15,332.72	82,863.75	29,383.84	46,643.28	28,456.68	\$104,483.80
Park Manor Humble	41,442.49	44,490.46	19,510.82	105,443.78	56,057.52	59,480.88	38,726.76	\$154,265.16
Park Manor Quail Valley	36,384.08	39,060.02	17,129.36	92,573.46	32,807.20	52,206.24	31,880.04	\$116,893.48
Park Manor Westchase	39,752.49	42,676.16	18,715.18	101,143.83	53,703.96	37,942.24	34,661.52	\$126,307.72
Rose Haven Retreat	16,639.69	17,863.49	7,833.84	42,337.02	22,750.52	24,108.76	15,619.76	\$62,479.04
Spring Branch Transitional Care Center	99,197.95	106,493.65	46,701.67	252,393.28	134,152.92	142,069.44	92,644.68	\$368,867.04
The Woodlands Healthcare Center	66,908.70	71,829.62	31,500.13	170,238.45	30,168.36	63,902.72	50,494.56	\$144,565.64
Park Manor The Woodlands	32,071.99	34,430.79	15,099.26	81,602.04	43,433.88	46,001.40	29,954.40	\$119,389.68
Park Manor of Tomball	40,536.96	43,518.32	19,084.50	103,139.78	54,773.76	57,983.16	37,870.92	\$150,627.84
Park Manor of Southbelt	33,281.04	35,728.75	15,668.47	84,678.26	44,931.60	47,713.08	31,024.20	\$123,668.88
Deerbrook Skilled Nursing and Rehab	32,539.69	34,932.88	15,319.45	82,792.02	44,075.76	46,643.28	30,382.32	\$121,101.36
Friendship Haven Healthcare & Rehab Center	46,688.32	50,122.10	21,980.52	118,790.93	42,078.80	66,969.48	40,866.36	\$149,914.64
Total NSGO	849,630.83	912,118.54	400,000.00	2,161,749.37	982,806.54	1,165,314.66	762,016.49	2,910,137.69

Difference between Budget and Actual **\$748,388.32**

Q1 Metrics Met		
Yes	130	90.3%
No	14	9.7%
	144	

WSHD Prosperity Checking Account Register (9409) New
January 22, 2020 to February 19, 2020

Date	Description	Check No.	Amount	Balance
1/21/2020	Check	2942	(\$87,134.00)	\$743,192.62
1/22/2020	Deposit		\$10,880.00	\$754,072.62
1/22/2020	ACH Payment IRS USATAXPYMT 270042203374644 611		(\$126.00)	\$753,946.62
1/23/2020	Check	2941	(\$2,200.00)	\$751,746.62
1/24/2020	ACH Payment TIME WARNER CABL TW CABLE 029012		(\$89.98)	\$751,656.64
1/24/2020	Check	2950	(\$14,100.00)	\$737,556.64
1/24/2020	Check	2951	(\$28,142.97)	\$709,413.67
1/27/2020	ACH Payment TXWORKFORCECOMM DEBIT (512)463-		(\$6.60)	\$709,407.07
1/27/2020	Check	2955	(\$1,625.00)	\$707,782.07
1/27/2020	Check	2957	(\$237.50)	\$707,544.57
1/27/2020	Check	2953	(\$500.00)	\$707,044.57
1/27/2020	ACH Payment PROSPERITY BANK VISA PAY 0546999€		(\$605.05)	\$706,439.52
1/28/2020	Check	2959	(\$8,885.00)	\$697,554.52
1/28/2020	Check	2947	(\$150.14)	\$697,404.38
1/28/2020	Check	2943	(\$5,759.13)	\$691,645.25
1/28/2020	Check	2946	(\$3,137.82)	\$688,507.43
1/28/2020	Check	2948	(\$170.00)	\$688,337.43
1/29/2020	Check	2952	(\$500.00)	\$687,837.43
1/29/2020	Check	2960	(\$3,295.10)	\$684,542.33
1/30/2020	ACH Payment INTUIT PAYROLL S QUICKBOOKS 6115€		(\$6,770.53)	\$677,771.80
1/30/2020	Check	2954	(\$61.61)	\$677,710.19
1/31/2020	ACH Payment TIME WARNER CABL TW CABLE 029014		(\$120.51)	\$677,589.68
1/31/2020	Check	2944	(\$1,700.02)	\$675,889.66
1/31/2020	Accr Earning Pymt Added to Account		\$546.63	\$676,436.29
2/3/2020	Check	2945	(\$5,559.46)	\$670,876.83
2/3/2020	Check	2949	(\$50.00)	\$670,826.83
2/3/2020	Wire Transfer WIRE OUT WINNIE STOWELL HOSPITAL		(\$38,261.49)	\$632,565.34
2/3/2020	Wire Transfer Fee WIRE FEE		(\$20.00)	\$632,545.34
2/4/2020	Check	2956	(\$1,500.00)	\$631,045.34
2/7/2020	ACH Payment Allegiance Bank AT TRNSFER 11302572€		(\$6,027.78)	\$622,408.56
2/7/2020	Check	2962	(\$750.00)	\$621,658.56
2/12/2020	ACH Payment IRS USATAXPYMT 270044350271216 611		(\$2,978.26)	\$618,680.30
2/12/2020	Check	2963	(\$750.00)	\$617,930.30
2/13/2020	Check	995010	(\$15,000.00)	\$602,930.30
2/14/2020	ACH Deposit CPA STATE FISCAL INV-PAYMTS 161150		\$62,271.39	\$665,201.69

GL Totals

Issued 02/17/20

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 01/01/20-01/31/20

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

Vendor #: 65460

GL #	Description	Amount
WSHD	Wshd	6,968.97
Expenditures		6,968.97
Reimb/Adjustments		
Grand Total		6,968.97

32 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2458*65460*11	WSHD	01/03/2020	6.36	6.36
036-2458*65460*11	WSHD	01/07/2020	19.03	19.03
036-2458*65460*11	WSHD	01/07/2020	8.19	7.00
036-2458*65460*11	WSHD	01/07/2020	27.50	26.38
036-2458*65460*11	WSHD	01/13/2020	25.00	25.00
036-2458*65460*11	WSHD	01/16/2020	19.03	19.03
036-2458*65460*11	WSHD	01/21/2020	5.76	5.76
036-2475*65460*32	WSHD	01/17/2020	12.00	0.00
036-2475*65460*32	WSHD	01/17/2020	61.62	61.62
036-2475*65460*32	WSHD	01/17/2020	15.50	15.50
036-2475*65460*32	WSHD	01/17/2020	15.62	15.62
036-2475*65460*32	WSHD	01/17/2020	21.19	21.19
036-2475*65460*32	WSHD	01/17/2020	14.63	14.63
036-2475*65460*32	WSHD	01/28/2020	5.00	5.00
036-2475*65460*32	WSHD	01/28/2020	12.56	12.56
036-2547*65460*20	WSHD	01/17/2020	6.07	6.07
036-2547*65460*20	WSHD	01/17/2020	8.06	8.06
036-2547*65460*20	WSHD	01/28/2020	24.00	24.00
036-2815*65460*30	WSHD	01/01/2020	138.90	138.90
036-2815*65460*30	WSHD	01/01/2020	25.00	25.00
036-2815*65460*30	WSHD	01/01/2020	1,118.14	990.22
036-3430*65460*10	WSHD	01/03/2020	127.77	127.77
036-3430*65460*10	WSHD	01/03/2020	142.87	81.12
036-3430*65460*10	WSHD	01/31/2020	84.70	0.00
1011*65460*42	WSHD	01/03/2020	45.49	45.21
1011*65460*42	WSHD	01/03/2020	8.95	8.95
1011*65460*42	WSHD	01/03/2020	6.12	6.12
1011*65460*42	WSHD	01/03/2020	25.00	25.00
1019*65460*41	WSHD	01/14/2020	39.28	39.28
1019*65460*41	WSHD	01/14/2020	56.58	56.58
1019*65460*41	WSHD	01/14/2020	6.74	6.74
1019*65460*41	WSHD	01/14/2020	5.76	5.76
1019*65460*41	WSHD	01/14/2020	15.84	15.84
1049*65460*34	WSHD	01/02/2020	6.36	6.36

GL Totals

Issued 02/17/20

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 01/01/20-01/31/20

Brookshire Bros. Phar. (Winnie)

Vendor #: 65460

P.O. Box 2058

Lufkin, TX 75904

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1049*65460*34	WSHD	01/02/2020	33.23	33.23
1049*65460*34	WSHD	01/07/2020	40.94	40.94
1049*65460*34	WSHD	01/29/2020	12.00	12.00
1049*65460*34	WSHD	01/29/2020	6.36	6.36
1049*65460*34	WSHD	01/29/2020	33.23	33.23
1055*65460*19	WSHD	01/15/2020	142.87	81.12
1055*65460*19	WSHD	01/15/2020	407.08	407.08
1065*65460*7	WSHD	01/09/2020	6.19	6.19
1065*65460*7	WSHD	01/09/2020	8.06	8.06
1081*65460*16	WSHD	01/02/2020	23.69	19.80
1081*65460*16	WSHD	01/10/2020	25.00	25.00
1081*65460*16	WSHD	01/22/2020	20.38	20.38
1081*65460*16	WSHD	01/30/2020	12.00	12.00
1090*65460*6	WSHD	01/30/2020	32.77	32.77
1090*65460*6	WSHD	01/31/2020	19.74	19.74
1091*65460*23	WSHD	01/02/2020	576.98	483.23
1091*65460*23	WSHD	01/02/2020	21.82	21.82
1091*65460*23	WSHD	01/08/2020	51.23	51.23
1096*65460*20	WSHD	01/21/2020	6.30	6.30
1096*65460*20	WSHD	01/21/2020	27.50	26.38
1096*65460*20	WSHD	01/21/2020	8.19	7.00
1107*65460*18	WSHD	01/14/2020	10.00	10.00
1107*65460*18	WSHD	01/14/2020	40.94	40.94
1107*65460*18	WSHD	01/14/2020	27.08	27.08
1107*65460*18	WSHD	01/16/2020	6.68	6.68
1107*65460*18	WSHD	01/16/2020	7.00	7.00
1108*65460*7	WSHD	01/14/2020	6.47	6.47
1108*65460*7	WSHD	01/14/2020	26.35	26.35
1108*65460*7	WSHD	01/14/2020	92.26	75.23
1111*65460*11	WSHD	01/10/2020	33.98	33.98
1122*65460*11	WSHD	01/28/2020	97.17	97.17
1122*65460*11	WSHD	01/28/2020	10.25	10.25
1122*65460*11	WSHD	01/31/2020	15.00	0.00
1123*65460*14	WSHD	01/17/2020	99.48	99.48
1123*65460*14	WSHD	01/29/2020	12.88	12.88
1123*65460*14	WSHD	01/29/2020	9.17	9.17
1123*65460*14	WSHD	01/29/2020	33.16	33.16
1128*65460*10	WSHD	01/07/2020	15.59	15.59
1128*65460*10	WSHD	01/07/2020	133.90	133.90
1128*65460*10	WSHD	01/07/2020	1,118.14	990.22
1131*65460*10	WSHD	01/02/2020	7.28	7.28
1131*65460*10	WSHD	01/04/2020	5.70	5.70
1131*65460*10	WSHD	01/04/2020	10.00	10.00
1132*65460*7	WSHD	01/10/2020	17.00	17.00
1132*65460*7	WSHD	01/10/2020	27.51	27.51
1132*65460*7	WSHD	01/16/2020	9.92	9.92
1132*65460*7	WSHD	01/16/2020	8.24	8.24

GL Totals

Issued 02/17/20

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 01/01/20-01/31/20

Brookshire Bros. Phar. (Winnie)

Vendor #: 65460

P.O. Box 2058

Lufkin, TX 75904

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1132*65460*7	WSHD	01/16/2020	4.81	4.81
1134*65460*11	WSHD	01/02/2020	699.84	587.66
1134*65460*11	WSHD	01/06/2020	92.26	75.23
1134*65460*11	WSHD	01/06/2020	255.82	255.82
1137*65460*9	WSHD	01/03/2020	11.33	0.00
1137*65460*9	WSHD	01/03/2020	12.00	0.00
1137*65460*9	WSHD	01/08/2020	26.25	26.25
1137*65460*9	WSHD	01/16/2020	15.56	15.56
1137*65460*9	WSHD	01/20/2020	280.86	280.86
1140*65460*8	WSHD	01/23/2020	6.35	3.81
1140*65460*8	WSHD	01/23/2020	44.80	29.22
1141*65460*10	WSHD	01/18/2020	7.18	7.18
1141*65460*10	WSHD	01/18/2020	5.58	4.19
1141*65460*10	WSHD	01/18/2020	12.00	12.00
1141*65460*10	WSHD	01/18/2020	10.75	10.75
1141*65460*10	WSHD	01/18/2020	10.00	10.00
1141*65460*10	WSHD	01/18/2020	5.70	5.70
1141*65460*10	WSHD	01/21/2020	7.32	7.32
1141*65460*10	WSHD	01/21/2020	47.98	47.98
1155*65460*1	WSHD	01/20/2020	26.35	26.35
1155*65460*1	WSHD	01/20/2020	13.75	13.75
1167*65460*1	WSHD	01/03/2020	92.26	71.22
1167*65460*1	WSHD	01/03/2020	83.28	83.28
1167*65460*1	WSHD	01/03/2020	109.71	109.71
1170*65460*1	WSHD	01/17/2020	9.22	9.22
1170*65460*1	WSHD	01/17/2020	50.91	50.91
1170*65460*1	WSHD	01/20/2020	43.29	43.29
1170*65460*1	WSHD	01/30/2020	11.61	11.61
1170*65460*1	WSHD	01/30/2020	27.61	22.09
1172*65460*1	WSHD	01/14/2020	15.56	15.56
1172*65460*1	WSHD	01/23/2020	393.70	0.00
1172*65460*1	WSHD	01/23/2020	17.67	17.67
1173*65460*1	WSHD	01/20/2020	13.25	13.25
1174*65460*1	WSHD	01/14/2020	22.63	22.63
1174*65460*1	WSHD	01/14/2020	50.00	50.00
1174*65460*1	WSHD	01/14/2020	29.00	29.00
1174*65460*1	WSHD	01/14/2020	30.00	30.00
1174*65460*1	WSHD	01/14/2020	13.14	12.53
1174*65460*1	WSHD	01/14/2020	9.10	5.84

32 invoices, 120 line items

8,175.76

6,968.97

Grand Totals

8,175.76

6,968.97

32 total invoices

120 total line items

GL Totals

Issued 02/17/20

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 01/01/20-01/31/20

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

Vendor #: 18651

GL #	Description	Amount
WSHD	Wshd	1,144.07
Expenditures		1,144.07
Reimb/Adjustments		
Grand Total		1,144.07

15 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2942*18651*95	WSHD	01/07/2020	33.77	17.02
036-3343*18651*1	WSHD	01/09/2020	69.74	34.22
036-3364*18651*69	WSHD	01/13/2020	42.61	21.19
036-3364*18651*69	WSHD	01/13/2020	23.62	12.76
036-3364*18651*69	WSHD	01/13/2020	22.87	22.87
036-3464*18651*13	WSHD	01/02/2020	5.00	5.00
036-3464*18651*13	WSHD	01/08/2020	1.33	1.33
036-3464*18651*13	WSHD	01/17/2020	5.00	5.00
036-3464*18651*13	WSHD	01/22/2020	40.00	40.00
036-3464*18651*13	WSHD	01/22/2020	1.60	1.60
036-3464*18651*13	WSHD	01/31/2020	5.00	5.00
1007*18651*17	WSHD	01/09/2020	23.78	23.78
1040*18651*36	WSHD	01/07/2020	27.67	19.81
1086*18651*20	WSHD	01/17/2020	82.24	40.01
1093*18651*16	WSHD	01/06/2020	25.00	25.00
1093*18651*16	WSHD	01/08/2020	46.24	22.94
1093*18651*16	WSHD	01/20/2020	292.28	137.28
1095*18651*13	WSHD	01/15/2020	48.61	24.12
1095*18651*13	WSHD	01/15/2020	31.10	31.10
1095*18651*13	WSHD	01/15/2020	13.78	7.95
1095*18651*13	WSHD	01/15/2020	11.00	11.00
1095*18651*13	WSHD	01/28/2020	20.75	11.34
1095*18651*13	WSHD	01/28/2020	15.65	8.77
1110*18651*16	WSHD	01/06/2020	75.61	36.94
1110*18651*16	WSHD	01/06/2020	9.77	4.19
1115*18651*5	WSHD	01/24/2020	88.55	42.93
1115*18651*5	WSHD	01/27/2020	92.71	44.88
1115*18651*5	WSHD	01/27/2020	52.36	25.97
1157*18651*5	WSHD	01/04/2020	161.71	76.82
1157*18651*5	WSHD	01/04/2020	14.92	14.92
1157*18651*5	WSHD	01/06/2020	56.73	56.73
1159*18651*4	WSHD	01/06/2020	47.75	23.69
1159*18651*4	WSHD	01/06/2020	15.98	4.00
1159*18651*4	WSHD	01/06/2020	20.09	14.69

•IHS

GL Totals

Issued 02/17/20

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 01/01/20-01/31/20

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

Vendor #: 18651

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1159*18651*4	WSHD	01/21/2020	11.58	7.00
1159*18651*4	WSHD	01/21/2020	21.42	15.67
1159*18651*4	WSHD	01/21/2020	9.30	6.01
1160*18651*3	WSHD	01/06/2020	105.14	50.64
1160*18651*3	WSHD	01/06/2020	88.70	43.00
1160*18651*3	WSHD	01/06/2020	39.98	39.98
1169*18651*2	WSHD	01/10/2020	45.00	39.86
1169*18651*2	WSHD	01/10/2020	45.00	27.69
1169*18651*2	WSHD	01/22/2020	24.68	24.68
1169*18651*2	WSHD	01/22/2020	20.09	14.69
15 invoices, 44 line items			1,935.71	1,144.07
Grand Totals			1,935.71	1,144.07

15 total invoices
44 total line items

oIHS
 Issued 02/18/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 01/01/20-01/31/20

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

Vendor #: 63614

GL #	Description	Amount
WSHD	Wshd	5,031.44
Expenditures		5,031.44
Reimb/Adjustments		
Grand Total		5,031.44

16 total invoices

GL Totals Detail
Invoice #

GL #	Date in	Amt Billed	Amt Paid
036-2475*63614*9	11/22/2019	4,612.00	1,106.88
1040*63614*15	12/02/2019	1,216.00	291.84
1081*63614*12	12/09/2019	391.00	93.84
1093*63614*6	12/10/2019	1,201.60	288.38
1122*63614*4	12/09/2019	323.00	77.52
1131*63614*7	11/27/2019	4,509.95	1,082.39
1131*63614*8	12/17/2019	323.00	77.52
1132*63614*4	12/03/2019	323.00	0.00
1132*63614*5	12/19/2019	323.00	77.52
1137*63614*9	11/25/2019	323.00	0.00
1141*63614*2	12/04/2019	1,174.00	281.76
1141*63614*3	12/16/2019	323.00	77.52
1144*63614*5	12/04/2019	523.00	125.52
1157*63614*3	12/06/2019	224.00	53.76
1157*63614*4	12/16/2019	4,781.78	1,147.63
1160*63614*1	12/06/2019	1,039.00	249.36
16 invoices, 16 line items	***	21,610.33	5,031.44

Grand Totals **21,610.33** **5,031.44**

16 total invoices
 16 total line items

•IHS
 Issued 02/17/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 01/01/20-01/31/20

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

Vendor #: 63615
 NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	1,501.31
Expenditures		1,501.31
Reimb/Adjustments		
Grand Total		1,501.31

14 total invoices

**GL Totals Detail
 Invoice #**

GL #	Date in	Amt Billed	Amt Paid
036-2475*63615*6	WSHD 11/22/2019	315.00	115.48
1040*63615*17	WSHD 12/30/2019	23.00	6.44
1081*63615*11	WSHD 12/09/2019	270.00	56.08
1122*63615*4	WSHD 12/09/2019	270.00	56.08
1131*63615*6	WSHD 12/17/2019	360.00	86.32
1132*63615*4	WSHD 12/03/2019	270.00	0.00
1132*63615*5	WSHD 12/19/2019	270.00	56.08
1141*63615*2	WSHD 12/04/2019	88.00	31.44
1141*63615*2	WSHD 12/04/2019	55.00	20.21
1141*63615*3	WSHD 12/16/2019	183.00	39.92
1144*63615*5	WSHD 12/04/2019	30.00	8.40
1157*63615*3	WSHD 12/16/2019	294.00	204.05
1157*63615*3	WSHD 12/16/2019	560.00	341.37
1157*63615*3	WSHD 12/16/2019	647.00	181.16
1157*63615*4	WSHD 12/06/2019	415.00	95.54
1160*63615*1	WSHD 12/06/2019	415.00	95.54
1160*63615*1	WSHD 12/06/2019	70.00	20.21
1160*63615*1	WSHD 12/06/2019	73.00	26.63
1160*63615*1	WSHD 12/06/2019	25.00	7.00
1171*63615*1	WSHD 12/30/2019	25.00	7.00
1171*63615*1	WSHD 12/30/2019	23.00	6.44
1171*63615*1	WSHD 12/30/2019	183.00	39.92
14 invoices, 22 line items	***	4,864.00	1,501.31

Grand Totals **4,864.00** **1,501.31**

14 total invoices
 22 total line items

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

Invoice # 69348

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

RECEIVED
FEB - 8 2020

Date: 2/1/2020

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

Terms: Net receipt of invoice

Professional services for the month of March 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 NOW ONLINE!

aesSuccess.org/GetTaxInfo

03502702363101

RECEIVED
FEB 18 2020

February 4, 2020

MONTHLY BILL

Name: SHERRY STERN
Account Number: 92 5529 5461

Payment Summary	
Last Payment Received	01/27/2020
Current Payment Due	\$150.14
Total Due by 02/25/2020	\$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	\$5,053.57	\$4.14	3.750%	\$90.67	\$90.67
*1001	11/29/2006	UNCNS	\$8,625.28	\$3,314.39	\$2.71	3.750%	\$59.47	\$59.47

Outstanding interest accrued as of 02/04/2020

*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
03/10/2020	\$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

02/25/2020

\$

\$150.14

202003501925529546110000150140000000000000005

#BWNDHKB
#B612 1327 2502 04L9#
SHERRY STERN
9302 EAGLES LNDG
MAGNOLIA TX 77354-6865



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

Would you rather receive this statement electronically?

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

Total paid since your last statement		\$150.14
Interest Satisfied		\$30.45
Principal Satisfied		\$119.69
Late Fees Paid		\$0.00

As of today, you've paid on your loans		\$16,215.12
Total Interest Satisfied		\$4,872.13
Total Principal Satisfied		\$11,335.49
Total Late Fees Paid		\$7.50

oIHS
 Issued 02/17/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 01/01/20-01/31/20

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 #	GL #	Date in	Amt Billed	Amt Paid
YC17*13632*5	WSHD	01/03/2020	85.00	85.00
YC17*13632*5	WSHD	01/30/2020	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

oIHS
 Issued 02/17/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 01/01/20-01/31/20

Grace Nichols
 4347 Phelan Blvd Suite 104
 Beaumont, TX 77707

Vendor #: 63291

GL #	Description	Amount
WSHD	Wshd	255.00
	Expenditures	255.00
	Reimb/Adjustments	
	Grand Total	255.00

2 total invoices

**GL Totals Detail
 Invoice #**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
YC01*63291*2	WSHD	01/15/2020	85.00	85.00
YC01*63291*2	WSHD	01/15/2020	85.00	85.00
YC14*63291*3	WSHD	01/17/2020	85.00	85.00
2 invoices, 3 line items	***		255.00	255.00
Grand Totals			255.00	255.00

2 total invoices
 3 total line items

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
BBVA COMPASS BANK BUILDING
3535 CALDER AVENUE, SUITE 300
BEAUMONT, TEXAS 77706
TELEPHONE: (409) 833-9182
FAX: (409) 833-8819

Hubert Oxford, IV

hoxfordiv@benoxford.com

February 19, 2020

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

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

Dear President Murrell,

Attached, please find Benckenstein & Oxford's monthly time entry invoice for November 2019. This invoice is for \$19,075.00 but the amount due is \$18,075.00 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 \$18,075.00 representing the balance owed for November 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

February 19, 2020

INVOICE #: 49665 HOIV
Billed through: November 30, 2019
Client/Matter #: WSHD 87250

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

RE: Winnie-Stowell Hospital District

PROFESSIONAL SERVICES RENDERED

11/01/19	HOIV	Made edits to lease agreement with Hospital and exchanged five (5) e-mails with Hospital staff and General Counsel and Board members to convey the edits and to arrange a time for the Special Meeting.	1.20 hrs
11/01/19	HOIV	Worked with staff to prepare agenda for upcoming Special Meeting on November 6, 2020.	0.40 hrs
11/01/19	HOIV	Read and reviewed four (4) e-mails between staff, LTC Group, and Lender's counsel regarding payment of Interest and LTC Fees, as well missing fund from Molina for QIPP Year 2, Qtr. 4.	0.50 hrs
11/04/19	HOIV	Read, reviewed, and responded to eight (8) e-mails between staff and UTMB regarding questions staff raised with the UTMB invoices; and worked with staff through two (2) phone conversation to discuss the issue and to establish a plan of action.	1.50 hrs
11/04/19	HOIV	Received QIPP Year 2, Qtr. 4 Component 2, 3, and Lapsing Funds Scorecard from LTC Group, reviewed the Scorecard and compared to reconciliation spreadsheet to be submitted to Managers, and exchanged ten (10) e-mails with LTC Group, Staff, and Managers discussing the reconciliation spreadsheet and funds still outstanding by various MCOs.	3.40 hrs
11/05/19	HOIV	Worked with staff and LTC Group by exchanging multiple conference calls with LTC Group and five (5) e-mails in order to understand and verify the reconciliation for: 1) QIPP Year 2, IGT 1 Component 1 Waterfall Payments; and 2) QIPP Year 2 Q4 Comp. 2, 3 and Lapsing Payments combined with Year 2, IGT 2 True Up payments; and prepared an extensive e-mail to the Principles for the Managers explaining the three (3) sources of funds to be reconciled and then paid to the Managers.	4.60 hrs
11/05/19	HOIV	Conference call with Insurance Agent to get quotes for Windstorm and Flood Insurance and exchanged two (2) e-mails to discuss rates.	0.40 hrs
11/05/19	HOIV	Receipt and review of invoice and appraisal for Winnie Community Hospital Property to be leased by District.	0.70 hrs
11/06/19	HOIV	Prepared for and attended Special Meeting to discuss lease of real property from the Hospital.	2.60 hrs

11/06/19	HOIV	In response to e-mails and questions received from the prior day's correspondence regarding the reconciliation of three (3) payments to managers, we prepared a comprehensive spreadsheet that showed three sets of calculations for: 1) QIPP Year 2, IGT 1 Component 1 Waterfall Payments; and 2) QIPP Year 2 Q4 Comp. 2, 3 and Lapsing Payments; and 3) Year 2, IGT 2 True Up payments together and assigned by Manager and nursing facility; and then submitted to the larger group of Manager contacts; and then responded to twenty-nine (29) e-mails consisting of questions concerning the payments.	6.00 hrs
11/06/19	HOIV	Exchanged six e-mails with potential Engineer firm to perform Windstorm Inspection.	0.40 hrs
11/07/19	HOIV	Made revisions to draft Lease Agreement between Hospital and District pursuant to discussion at the Special Meeting held on November 6, 2019; and submitted to counsel for Hospital along with an explanation of the changes.	1.60 hrs
11/07/19	HOIV	Prepared extensive e-mail to Auditor explaining the legal basis District's Collateral Agreements with Prosperity, Allegiance, and Interbank.	1.20 hrs
11/07/19	HOIV	Prepared e-mail to Managers asking for copy of Tele-Medicine agreements and preferred method of invoicing; and reviewed agreements provided in response to e-mail.	0.90 hrs
11/07/19	HOIV	Received e-mail asking for three (3) years of financial statements to be submitted to manufacturer of District's facility; reviewed agreement and located financials; then provided the documents in response to the e-mail.	0.70 hrs
11/07/19	HOIV	Receipt and review of stamped drawings and provided to proposed engineer for windstorm certificate quote.	0.30 hrs
11/08/19	HOIV	Exchanged three (3) e-mails with Counsel for Regency regarding status of Amended Management Agreements.	0.30 hrs
11/08/19	HOIV	Conference call with Ted Harp regarding Windstorm Inspection and prepared an e-mail attaching the documents requested by Mr. Harp.	0.60 hrs
11/12/19	HOIV	Read and reviewed e-mail from LTC Group regarding proposed changes to CMS regarding intergovernmental transfers; researched the proposed rules and prior attempt by CMS to change the rule; and exchanged nine (9) e-mails with LTC Group and Managers to discuss the impact of the proposed rule.	2.80 hrs
11/12/19	HOIV	Prepared extensive e-mail to Board advising of the proposed rule change by CMS regarding funding the intergovernmental transfers and to provide an explanation of the change.	2.10 hrs
11/12/19	HOIV	Receipt and review e-mail and spreadsheet regarding QIPP Year 3, IGT 2 IGT to determine amount of suggested IGT and deadlines for the payment of the IGT; analyzed impact on cash flow models prepared by New Light; and exchanged four (4) e-mails with LTC Group, Staff, and the Board advising of the IGT, deadlines, and the need to approve the IGT at the next Board meeting.	3.50 hrs
11/13/19	HOIV	Exchanged nine (9) e-mails with Regency and LTC Group regarding receipt of telehealth contract; payment of QIPP, Year 3 Component 2 telehealth invoices; and updated Management Agreement.	1.20 hrs

11/13/19	HOIV	Receipt and review of proposed Willowbrook Operations Transfer Agreement submitted by counsel for HMG, and exchanged three (3) e-mails regarding the questions with the proposed agreement.	1.10 hrs
11/13/19	HOIV	Exchanged nine (9) e-mails with LTC Group to discuss method of submitting invoices from Nursing Home Managers for Component 2 of QIPP Year; and reviewed proposed invoices.	1.20 hrs
11/14/19	HOIV	Calendared date for deadline to publish notice of Public Hearing on the Budget; prepared a draft public notice; and submitted to local newspapers for publication.	0.70 hrs
11/14/19	HOIV	Exchanged fourteen (14) e-mails with Caring Healthcare regarding invoice for payment of half of the Component 2 telehealth nursing invoices and to receive an explanation of the invoices submitted.	1.20 hrs
11/14/19	HOIV	Prepared loan documents for Loan 16 with Salt Creek; and exchanged twenty (20) e-mails with counsel for lender in order to make corrections to the documents and to verify the amortization table.	3.30 hrs
11/14/19	HOIV	Received and reviewed QIPP Y3, Qtr 1, Comps 1 & 2 for Sept. 2019 payment sheet prepared by staff; exchanged e-mail and phone call with staff to inquire whether a report should be created for QIPP Y3 that distinguishes between Component 1 and Component 2 payments.	0.40 hrs
11/14/19	HOIV	Received e-mail from counsel for Regency requesting a copy of Exhibit A to the Amended and Restated Management Agreement; located the Excel spreadsheet that formed the basis of the Exhibit and replied to the e-mail with an explanation of the reconciliation that forms the basis of the Exhibit.	0.80 hrs
11/15/19	HOIV	Began preparing minutes for October 16, 2019 Regular Meeting and November 6, 2019 Special Meeting.	6.50 hrs
11/15/19	HOIV	Received and reviewed revisions to proposed lease made by Counsel for Hospital and forwarded the proposed changes to the District's Board and staff for review.	0.80 hrs
11/18/19	HOIV	Received and reviewed QIPP Scorecard for October 2019 and exchanged e-mails with staff regarding the need to include the numbers on the financial report for the upcoming meeting.	0.70 hrs
11/18/19	HOIV	Began review of Treasurer's Report; updated various sections; and added section within the report for Loan 16.	1.30 hrs
11/18/19	HOIV	Finalized minutes for October 16, 2019 Regular Meeting and November 6, 2019 Special Meeting; and prepared binders for each set of minutes.	1.80 hrs
11/19/19	HOIV	Received and reviewed break even analysis prepared by LTC Group and modified the spreadsheet to create comparison to Willowbrook facility.	1.40 hrs
11/20/19	HOIV	Assisted staff with preparing documents for the monthly meeting and attended the meeting.	4.60 hrs
11/20/19	HOIV	Read, reviewed, and revised Indigent Care report prepared by Indigent Care Director.	0.60 hrs

11/21/19	HOIV	Made revisions to Budget Spreadsheet in anticipation of 2020 Budget preparation; updated Indigent Care Spreadsheet to include 2017-2019 numbers; and circulated spreadsheets to the Board and Staff.	2.50 hrs
11/21/19	HOIV	Began initial review of Willowbrook CHOW documents and Agreements.	2.80 hrs
11/22/19	HOIV	Reviewed and compared proposed Management Agreement, Operations Transfer Agreement, and Sub sub-lease Agreement, and corresponding CHOW documents for Willowbrook Facility owned by HMG; and forwarded to client for signature.	3.80 hrs
11/22/19	HOIV	Worked with LTC Group to update revenue forecast models by modifying spreadsheet and exchanging multiple e-mails and conference calls with LTC to discuss the suggested changes.	2.50 hrs
11/22/19	HOIV	Made revisions to Treasurer's report as discussed in the Regular Meeting and prepared an e-mail to Board to convey the revised Treasurer's report along with an explanation of the changes.	1.40 hrs
Total fees for this matter			\$19,075.00

BILLING SUMMARY:

Oxford, IV Hubert	76.30 hrs @	\$250.00 /hr	\$19,075.00
TOTAL FEES			\$19,075.00
TOTAL CHARGES FOR THIS INVOICE			\$19,075.00
RETAINER			\$1,000.00 CR
TOTAL BALANCE NOW DUE			\$18,075.00

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

February 17, 2020

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

Re: Invoice and Draft Minutes for the Regular Meeting on January 15, 2020; Our File No. 87250.

Dear President Murrell,

Attached, please find the draft minutes for the Regular Meeting on January 15, 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 January 2019. We would request that you put this invoice in line for payment at the February 19, 2020 Regular Meeting and we will give the District credit for the \$1,000.00 payment when we submit the hourly invoice for January 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
FEB 13 2020

02/13/2020

Invoice # 21577

Professional Services

	<u>Amount</u>
02/13/20 1-10-20 Work in QBooks and review. Calculate PR Tax. 1.25 Hrs.	2,031.25
1-15-20 Discuss Computer Issue and resolve. .75 Hrs.	
1-21-20 Prepare quarterly payroll reports, Prepare year end JEs. 4.00 Hrs.	
1-22-20 Review and analyse QIPP calculations. 3.25 Hrs.	
1-22-20 Entries, update computer and run reports. 2.00 Hrs.	
1-22-20 Prepare for and attend meeting. 2.00 Hrs.	
1-27-20 Complete annual payroll reports and file (W-2s, Form 940) 1.25 Hrs.	
1-29-20 Prepare and file 1099s. 1.75 Hrs.	
Total 16.25 Hrs. @ \$125.00 = \$2,031.25	
 For professional services rendered	 <u>\$2,031.25</u>
 Balance due	 <u><u>\$2,031.25</u></u>

Invoices Due Upon Receipt

J. S. Edwards & Sherlock
 Insurance Agency, LLP * P. O. Box 22237 * Beaumont, TX 77720

RECEIVED
 FEB 10 2020

----- STATEMENT -----

Winnie Stowell Hospital District
 c/o Hubert Oxford IV
 P O Box 1997
 Winnie, TX 77665

Statement Date 02/03/20
 Bill To Code WINSTO
 Producer(s) 1EJ2 1EJ2 1ES
 Total Balance \$47.00

Page: 1

Inv No.	Eff Date	Policy No.	Description	Amount	
DOA30131	01/29/20	Check	Disbursement Check #: M6435 Wright upload	1,282.00	
DOA30131	01/28/20	Check	Receipt Check #: 2960	-1,235.00	
***** Make Checks Payable To: J. S. Edwards & Sherlock *****				47.00	
<p style="text-align: right;"><i>Flood 597</i></p>					
PAYMENT DUE WITHIN 10 DAYS.					
Current		31 to 60	61 to 90	Over 90	Total Balance
47.00		0.00	0.00	0.00	47.00

2/10/20

RECEIVED

Renewal Invoice Summary

FEB 12 2020

WINNIE STOWELL HOSPITAL DISTRICT
PO BOX 1997
WINNIE TX 77665-1997

Regarding
WINNIE STOWELL HOSPITAL DISTRICT

Renewal of policy no.
0001302975

Renewal coverage period
3/12/20 to 3/12/21

Quote no.
Q004289936

Dear Policyholder,

Thank you for giving us the opportunity to serve as your workers' compensation insurance provider. It's almost time to renew your Texas Mutual Insurance Company policy. This document is a proposal to continue your coverage. To avoid any lapse in coverage, please submit the amount below to Texas Mutual by the due date. This proposal assumes the same payment plan and network selection of your expiring policy. It is not to be used as proof of coverage.

If you have had any operational changes such as payroll updates, or if you have any questions, please contact your agent.

Sincerely,

Underwriting Team



Renewal Invoice Summary

Network selection	In Network
Payment plan	Pay In Full
Total estimated premium	\$418.00
Current amount due	\$418.00
Due date	3/12/20

Please note that if payment is not received by the due date above, your existing policy will end effective 3/12/20.

If anything has changed from last year's policy estimates, please contact your agent immediately for a revised proposal. Additionally, payment received does not guarantee coverage.

Payment options

- 1) Pay at texasmutual.com
Select "Make a Payment".
Enter your quote number Q004289936 and your FEIN number.
- 2) Mail a check with this form to
Texas Mutual Insurance Company
Attn: Remittance Processing
PO Box 841843
Dallas, TX 75284-1843

Your company's dividend history

At Texas Mutual, we reward our policyholder owners for their loyalty and commitment to safety. Since 1999, we have paid more than \$2 billion in dividends to qualifying Texas Mutual policyholders. Below is your company's dividend history:

2019 dividend payout: \$134.87
Total historical dividend payout: \$218.57

Note: Dividends are based on performance and therefore are not guaranteed.

Notice of terrorism insurance coverage

Coverage for acts of terrorism is already included in workers' compensation policies. Losses resulting from certified acts of terrorism, as defined under the Terrorism Risk Insurance Act of 2002, as amended ("the Act"), would be partially reimbursed by the U.S. Government under a formula established by the Act. Under the formula, the U.S. Government will generally pay 85% of covered terrorism losses during a calendar year that exceed our insurer deductible; however, this percentage payout will decrease by 1% each year after 2015 until it reaches 80% in 2020. The Act provides an annual cap on liability that limits the U.S. Government's payment as well as our liability for any amount of losses from certified acts of terrorism that, in the aggregate for the industry, exceeds \$100,000,000,000 in a calendar year. The portion of your quoted premium that is attributable to coverage for acts of terrorism is \$0 and does not include any charges for the portion of losses covered by the U.S. Government under the Act.

Thank you for your business!



DURBIN&CO.

Certified Public Accountants

2950 50th Street • Lubbock, TX 79413
(806) 791-1591 • www.dhcg.com

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

Date: 2/19/2020
Invoice Number: 8963
Client: 102400.1

2018 Audit Services

\$23,450.00

Invoice Total: \$23,450.00

We appreciate your business.

Exhibit “C”

5. EMPLOYEE COMPENSATION AND ADVANCEMENT

5.1 PAY

Pay rates for employees who are paid from District funds are set each year by the District's Board and adopted District operating budget. Rules governing salary administration and pay increases are also established by the District's Board.

(Legal reference: V.T.C.A., Local Government Code, Chapter 152.)

5.2 PAYDAYS

The pay period for the District is monthly. Checks are issued the last business day of the month. If the last business day of the month, is on a weekend or holiday checks are issued on the last working day of the month.

Commented [HO1 1]: Addresses the payment on a monthly basis at the beginning of the month.

5.3 CHECK DELIVERY

Paychecks will not be issued other than on the days set out above.

The District treasurer and/or the Administrator is responsible for the proper distribution of paychecks. Checks may be released only to the individual employee

No salary advances or loans against future salary will be made to any employee for any reason.

(Legal reference: Texas Constitution, Article III, Sections 51, 52, and 53.)

An employee must bring any discrepancy in a paycheck (such as overpayment, underpayment, or incorrect payroll deductions) to the attention of the District treasurer.

5.4 PAYROLL DEDUCTIONS

Any deductions must be approved and authorized by the District's Board. Deductions **will** be made from each employee's pay for the following:

1. Federal social security; Federal income taxes;
2. Court-ordered child support;
3. Texas District and District Retirement System contributions (for Full-Time and Regular Part-Time employees);
4. Any other deductions required by law;
5. In accordance with policies and general procedures approved by the District's Board, deductions from an employee's pay **may** be authorized by the Employee for:

- (a) The portion not paid by the District of group health/medical or dental premiums for the employee and/or dependents;
- (b) Supplemental deferred compensation;
- (c) U.S. Savings Bonds; and
- (d) Such other deductions as may be authorized by the District's Board.

If there is a change in the employee's family status, address, or other factor affecting his or her payroll withholding or benefits status, the employee is responsible for obtaining, completing, and returning to the District treasurer the appropriate forms for communicating these changes.

5.5 PERFORMANCE-BASED INCREASES

In any year in which the District's Board sets aside funds for performance-based increases, those increases, based on a percentage of the employee's current salary, may be granted for exceptionally good and consistent performance in the same position. Performance-based increases are not used to recognize increased duties and responsibilities (a promotion) and are granted without regard to cost-of-living factors or longevity. Such increases recognize outstanding performance and thus are granted only in conjunction with the Administrator's recommendation and a performance evaluation of the employee.

5.6 ACROSS-THE-BOARD PAY INCREASES

During budget deliberations for the forthcoming year, the District's Board may authorize an across-the-board pay increase. If an across-the-board or cost-of-living pay increase is approved, the increase will be in the form of a percentage rather than a flat dollar amount. When this is done, each salary amount on the pay schedule and each individual employee's salary are adjusted by the authorized percentage increase, unless a specific employee's salary has been frozen as a result of a determination that the employee is being paid beyond the maximum salary established for the position.

5.7 CLASSIFICATION PLAN

The District maintains a classification plan which assigns each class of positions to a pay group based on the principle of equity among positions requiring similar knowledge, skills, and abilities and having similar levels of responsibility.

5.8 PAY PLAN

Pay ranges for each group are established by a pay plan which is approved by the District's Board.

5.9 CLASSIFICATION AND PAY ADMINISTRATION

In determining an employee's starting salary, the following factors will be considered:

- The applicant's knowledge, experience, and education as they compare to the minimum

qualifications for the job;

- The applicant's previous salary;
- If the employee is a re-hired employee of the District, the previous salary he or she earned prior to leaving employment as well as additional experience and knowledge gained; and
- Any unusual external market factors affecting the job.

5.10 PROMOTIONS

A promotion is a change in the duty assignment of an employee which results in advancement to a higher position requiring higher qualifications and involving greater responsibility. A promoted employee will always receive a pay increase of at least the amount of difference from one pay group to the next (approximately 10 percent).

Promotions are approved by the District's Board within the staffing pattern and budget limits authorized and approved by the District's Board.

Upon promotion, an employee serves an introductory period of 90 days in the new position and may be returned to a lower position at any time during the introductory period if performance is inadequate.

5.11 LATERAL TRANSFERS

A lateral transfer is the movement of an employee between positions in the same pay group within the District. Lateral transfers are subject to a 90-day introductory period. Lateral transfers may be requested by the employee or the Administrator or the District Board but all lateral transfers must be approved by the District's Board. An employee will not receive a pay reduction when making a lateral transfer provided that the employee's current salary is within the range approved by the District's Board for the transfer position. An employee who makes a lateral transfer will retain the same effective employment date and all accrued Paid Time Off leave.

5.12 DEMOTIONS

A demotion is a change in duty assignment of an employee to a lower paid position. Demotions may be made for the purpose of voluntary assumption of a less responsible position; as a result of a reclassification of the employee's position; or as a disciplinary measure, because of unsatisfactory performance in a higher position. Disciplinary demotions always involve a decrease in pay.

5.13 PAY REDUCTION FOR DISCIPLINARY REASONS

An employee's pay for continued performance in the same position may be reduced, as a disciplinary measure, to a lower rate. The period covered by this type of disciplinary action may not exceed 60 days. See the chapter of these policies on **Discipline** for information about

suspension with or without pay for disciplinary reasons.

5.14 APPROVING AUTHORITY

The District's Board is the approving authority for all payrolls and payroll transfers granted under the terms of: (1) these policies, (2) the classification and pay plans, and (3) the annual budget. The appropriate Administrator shall recommend performance-based pay increases provided that funds have been specifically set aside for that purpose by the District's Board but Board shall approve all such increases. Any performance-based increases recommended by the Administrator must be consistent with: (1) these policies, and (2) the annual budget.

6. WORK SCHEDULE AND TIME REPORTING

6.1 WORK HOURS

Normal working hours for most District employees are Monday through Friday, 8:00 a.m. to 5:00 p.m. with one hour for lunch, for a total of 40 hours per workweek. Morning and afternoon breaks of 15 minutes each may be authorized by the Administrator or Personnel Committee, but, if authorized, this time does not accumulate if not taken, and this time cannot be used to alter an employee's work hours.

The District's Board encourages that offices remain open during the noon hour to serve the public better. Some employees may have their lunch hours staggered so that the District can provide this service.

Employees are expected to report punctually for duty at the beginning of each assigned workday and to work the full work schedule established.

(Legal reference: U.S. FLSA of 1938, as amended; Garcia v. S.A.M.T.A., U.S. Supreme Court, 1985; U.S. Equal Pay Act of 1963.)

6.2 NUMBER OF HOURS WORKED

The District's Board determines the number of hours worked by an employee for the compensation to be received subject to laws governing pay and working hours and to the provisions of the District's budget.

6.3 OFFICIAL WORK PERIOD

The official work period for District employees is a seven-day workweek beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight on the following Saturday.

(Legal reference: U.S. FLSA of 1938, as amended.)

6.4 COMPENSATION TIME AND OVERTIME COMPENSATION

Each District job description shall designate whether persons hired are Exempt from, or covered by Non-Exempt the overtime provisions of FLSA.

(Legal reference: U.S. FLSA of 1938, as amended.)

1. **COMPENSATORY TIME (Exempt Employees)**

- (a) Compensatory Time will be given to **Exempt** employees even though Exempt employees are not subject to the Overtime and/or Compensatory Time provisions of the Fair Labor Standards Act (FLSA) and are expected to render necessary and reasonable overtime

Commented [HO12]: Typically Exempt employees are not entitled to Compensatory Time nor does the District have to pay overtime to Exempt employees. By providing Compensatory Time to the employees, this is an added benefit.

services with no additional compensation. The salaries of these positions are established with this condition in mind.

- (b) Compensatory Time is for Exempt personnel granted only in an emergency or with prior written approval from District's Board. If an Exempt employee is authorized by the District's Board to work more than forty (40) hours in a workweek, the employee will be allowed to accumulate Compensatory Time off on an hour for hour basis after working forty (40) hours in a workweek. For example, if an Exempt employee works forty-five (45) hours in a week, the employee will receive five (5) hours of Compensatory Time.
- (c) In computing the forty (40) hour workweek for Compensatory Time purposes, only actual hours worked will be counted. Time taken off work on paid or unpaid leave, including personal, sick, or military leave, vacation, time off without pay, jury duty, or other absences from work, whether approved or unapproved, outside school environment days, and days canceled due to inclement weather (snow days) will not be counted as hours worked.
- (d) Exempt employees may carry two weeks (80 hours) of Compensatory over from one calendar year to the next. Any additional time is on a "use or lose" basis.
- (e) Exempt employees claiming Compensatory Time must execute a Regular Duty Time Sheet at the end of the week the Compensatory Time was claimed. (See Appendix "C"). The executed time sheet must then be submitted for approval on a weekly basis to either the Board President or the Board Treasure along with a cumulative statement of accrued Compensatory Time and Paid Time Off and submitted to the District's CPA.
- (f) Upon separation of employment, employees will not get paid for any unused Compensatory Time that has been accumulated.
- (g) Exempt employees shall use their Compensatory Time before utilizing their Paid Time Off leave. Employees engaged in recreational, seasonal activities which do not operate for more than seven months in any calendar year and meet the other statutory prerequisites are Exempted from the minimum wage and overtime provisions of the Fair Labor Standards Act as recreational, seasonal employees.

Commented [HO13]: Since Compensatory Time is being provided to Exempt employees, the District is agreeing to pay on an hour for hour basis. If the District employed Non-Exempt employees and gave them the choice to receive Compensatory Time, they would have to be paid 1½ hours for every hour worked.

Commented [HO14]: In order to receive Compensatory Time, employee needs to sign a time sheet and have it approved by the Board President or Board Treasurer and submitted to CPA.

Commented [HO15]: Compensatory Time is not paid upon separation.

Commented [HO16]: Use Compensatory Time first before Paid Time Off.

Commented [HO17]: The District does not have any Non-Exempt employees so at the moment, this section is not applicable. If it did, the District is saying that we will pay overtime and not provide Compensatory Time.

2. OVERTIME COMPENSATION (Non-Exempt Employees)

- (a) The policy of the District is to pay overtime for Non-exempt overtime only in cases of emergencies or when specifically authorized by the District's Board. Non-Exempt employees are compensated for overtime by being paid at the rate of one and one-half times the employee's regular hourly rate if specifically authorized by order of the District's. Overtime begins to accrue with the forty-first (41st) hour worked during the forty (40) hour workweek.
- (b) Employees may be required in emergencies to provide services in addition to normal hours

or on weekends or Holidays, during a disaster, and upon approval by the District's Administrator.

- (c) In computing the forty (40) hour workweek for Overtime purposes, only actual hours worked will be counted. Time taken off work on paid or unpaid leave, including personal, sick, or military leave, vacation, time off without pay, jury duty, or other absences from work, whether approved or unapproved, outside school environment days, and days canceled due to inclement weather (snow days) will not be counted as hours worked.
- (d) All overtime services by employees covered under FLSA must be authorized in advance by the Administrator.

6.5 TIME REPORTING

Employees will keep records of all hours worked and released time taken and, where appropriate, hours credited to particular projects. Forms for this purpose are provided by the Administrator.

Time records must be signed by the employee and by the Administrator. It is recommended that these forms be filled out after each day's work in order to maintain an accurate and comprehensive record of the actual time spent on particular projects.

The District's Board is responsible for ensuring that all hours worked and leave time taken are reported on the time sheets sent to the District treasurer for payroll purposes.

7. BENEFITS

7.1 MEDICAL, PRESCRIPTION, DENTAL, LIFE, VISION AND LONG TERM DISABILITY INSURANCE

Reserved

7.2 RETIREMENT

Reserved

7.3 SOCIAL SECURITY

All employees of the District are covered by social security. The District contributes to the social security system on behalf of each employee.

7.4 WORKERS' COMPENSATION

All employees of the District are covered by the workers' compensation insurance program, and the District pays the premium. This coverage provides medical and salary continuation payments to employees who receive bona fide, on-the-job, work-related injuries. Detailed information about workers' compensation benefits is found in the sections of this manual under the main heading **Health and Safety**.

(Legal reference: Article 8306-8309, esp. 8308 et seq, V.T.C.S.)

7.5 UNEMPLOYMENT INSURANCE

All employees of the District are covered under the Texas Unemployment Compensation Insurance program, and the District pays for this benefit. This program provides payments for unemployed workers in certain circumstances.

(Legal reference: Article 5221b, V.T.C.S.)

7.6 LEAVE TIME

Full-Time District employees are eligible for Holidays, Paid Time Off Leave, and other types of released time under certain circumstances. Detailed information about leave and other types of released time is found in the sections of this manual under the main headings **Leave Time** and **Holidays**.

8. LEAVE TIME

8.1 DEFINITIONS

- 1. **Leave Time**
Leave time is time during normal working hours in which an employee does not engage in the performance of job duties. Leave time may be either paid or unpaid and is calculated hour for hour on a full day.
- 2. **Holidays**
Holidays are days designated by the District’s Board when District offices are closed on what otherwise would be regular business days.
- 3. **Paid Time Off (“PTO”)**
PTO is leave time for sick leave or vacation leave in which the employee is compensated based on years worked and PTO hours accrued.
- 4. **Unauthorized Absence**
An unauthorized absence is one in which the employee is absent from regular duty without permission of the Administrator. Employees are not paid for unauthorized absences.

8.2 PAID TIME OFF

- 1. Full-Time employees who have completed ninety (90) days of continuous employment are entitled to begin accruing paid time off (PTO) at the rate of 10 days per year.
- 2. PTO is earned over a twelve month period (i.e., 1/12 each month or 6.6 hours per month if 10 days per year). Accruals are added on the last day of the month. Employees may carry one week (40 hours) of PTO over from one calendar year to the next. Any additional time is on a “use or lose” basis.
- 3. Employees will be allowed to accumulate three weeks (120 hours) of PTO.
- 4. The amount of paid time off employees receives each year increases with the length of their employment as shown in the following schedule.

Commented [HO18]: PTO is accumulated over the year.

PTO SCHEDULE

YEARS OF ELIGIBLE SERVICE EACH YEAR	PTO DAYS
After 1 year	10 days

After 5 years

15 days

-
5. The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins with the employee's hire date. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. See **Military Leave**.
 6. Paid time off can be used in minimum increments of one-half hour. To take PTO, employees should request advance approval from the Office Manager and should make every effort to coordinate the PTO with the needs of the firm. Requests will be reviewed based on a number of factors, including business needs, seniority and staffing requirements. When necessary, the firm reserves the right to set the times when PTO may and may not be taken.
 7. The paid time off benefit package is not contractual in nature and District reserves the right to alter or rescind these benefits at any time at its sole discretion.

8.3 **PTO FOR SICK LEAVE**

Sick leave benefits are included in Paid Time Off benefit (see Section 303).

Employees who are unable to report to work due to illness or injury should notify the Administrator before the scheduled start of their workday if possible. The Administrator must also be contacted on each additional day of absence.

Before returning to work from a sick leave absence of five calendar days or more, an employee must provide a physician's verification that he or she may safely return to work.

Commented [HO19]: PTO is for sick leave and time off.

8.4 **APPROVAL OF LEAVE**

All leave taken by District employees must be approved by the Administrator and the Administrator must give the District's Board notice of any intentions he or she has to take leave. Copies of signed leave forms are kept by the District's Administrator for recording on the central leave records. District payroll records are verified against these leave records.

The Administrator is responsible for determining that leave has been accrued and is available for use in the amounts requested by an employee. In addition, they are responsible for ensuring that all PTO leave usage is recorded on the time sheet sent to the District treasurer for payroll purposes.

8.5 **ACCUMULATION AND CARRYOVER OF PTO LEAVE**

Employees may carry one week (40 hours) of PTO over from one calendar year to the next. Any additional time is on a "use or lose" basis.

Commented [HO10]: Allows employees to carry forward 40 hours of PTO.

8.6 PAYMENT FOR UNUSED PTO LEAVE

In addition to being able to carry over one week or (40 hours) of PTO leave, employees can make a request to the District’s Personnel Committee in December of each year to be paid for up to five days (or 40 hours) of PTO leave.

Commented [HO111]: Both employees can receive payment for unused PTO that cannot be carried forward.

8.7 PAYMENT FOR UNUSED PTO LEAVE UPON SEPARATION

Furthermore, upon separation of employment, employees will be paid for the PTO earned over a twelve (12) month period starting on January 1st of each year as well as employee’s accumulated PTO.

Commented [HO112]: If an employee quits or is fired, employee can get paid for accumulated PTO that was either carried forward or earned in that year.

8.8 SCHEDULING PTO

The Administrator should encourage their employees to schedule PTO used for vacations and request leave well in advance, and PTO for vacations must accommodate the District’s work schedule. Provided workloads will permit, employees should be allowed to select their desired vacation periods. If there is a conflict in PTO schedules involving two or more employees, employees are granted their preference on a “first come, first served” basis. If two requests are received at approximately the same time and cover the same requested PTO for vacation period, the employees will be granted their preference in accordance with their seniority. If the desired leave schedules conflict with District requirements, the District’s requirements are given first consideration.

An employee may take earned PTO leave in increments of one or more hours.

The Administrator must maintain PTO leave records for their employees and must report such leave to the District’s Personnel Committee.

8.9 MILITARY LEAVE

Employees who are members of the State Military Forces or members of any of the Reserve Components of the Armed Forces of the United States are entitled to leave of absence from their duties, without loss of time or efficiency rating, PTO time, or salary on all days during which they are engaged in authorized training or duty ordered by proper authority, not to exceed 15 days in any one calendar year. Employees will continue to receive pay from the District. Requests for approval of military leave must have copies of the relevant military orders attached. Military leave in excess of 15 days will be charged to PTO leave or leave without pay.

Employees who are ordered to extended active duty with the state or federal military forces are entitled to all of the reemployment rights and benefits provided by law upon their honorable release from active duty.

(Legal reference: V.T.C.A., Government Code, Section 431.005; V.T.C.S. Article 6252-4a; 38, U.S. Code

Ann., Chapter 43.)

8.10 CITIZENSHIP LEAVE

Employees are granted civil leave with pay for jury duty, for serving as a subpoenaed witness in an official proceeding, and for the purpose of voting. Regular Part-Time employees are not paid for citizenship leave.

Employees must notify the Administrator prior to taking civil leave. When an employee has completed civil leave, he or she must report to the District for duty for the remainder of the workday. If the employee will be absent from work for more than one workday on civil leave, he or she must notify the Administrator daily at the beginning of the workday.

8.11 FAMILY AND MEDICAL LEAVE.

An employee should provide the District at least 30 days' notice before the FMLA leave is to begin if the leave is foreseeable. If 30-days advance notice is not feasible or the leave is unforeseeable, the employee should give notice of the need for FMLA leave as soon as practical under the facts and circumstances of the situation. It is the employee's responsibility to request FMLA leave, but the District reserves the right to designate FMLA leave. The District's Administrator should advise the District Board of the potential need for FMLA leave by an employee. The District Board will notify the Administrator that an employee has been placed on or been approved for FMLA leave and of the duration of the FMLA leave.

1. Eligible Employees

To be eligible for family leave, an employee must have been employed continuously by the District for at least the previous 12 months and have worked at least 1,250 hours during those 12 months in a regular position. This policy applies equally to male and female employees. However, if both spouses are employed by the District, and the reason for the leave is to care for a newly arrived child or a sick parent, 12 weeks is the aggregate family leave limit for both.

2. Eligible Circumstances

An eligible employee is entitled to 12 unpaid workweeks of leave during any 12-month period for three purposes: (1) birth or placement for adoption or foster care of a child (only within 12 months of the birth or placement); or (2) a serious health condition of a spouse, child, or parent; or (3) the employee's own serious health condition. A serious health condition is one that requires either inpatient care or continuing treatment by a health care provider.

3. Calculation of 12-Month Period

The 12-month period for eligibility for leave is calculated on an individual employee basis in a uniform manner for all employees. The 12-month period is measured forward from the date any employee's first Family and Medical Leave Act (FMLA) leave begins.

4. Definition of Family Members

“Son or daughter” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in the place of a parent. The child must be under 18 years of age or an individual 18 years of age or older who is incapable of self-care because of a mental or physical disability. “Spouse” means a husband or wife as defined or recognized under state law for purposes of marriage, including common law marriage.

5. Limitations/Restrictions

Leave may be taken on an intermittent or reduced basis for the birth or adoption of a child only if the arrangement is agreed to by the District. However, leave for serious health conditions — either of an eligible family member of the employee or the employee — may be taken intermittently or on a reduced schedule if medically necessary, provided the other conditions of these policies are met.

6. Temporary Transfer

If the employee’s request for intermittent leave is foreseeable based on planned medical treatment, the District may require the employee to transfer temporarily to an alternative position, with equivalent pay and benefits, that better accommodates recurring periods of leave.

7. Maximum Duration

The total cumulative maximum period of time which an employee may be absent from work on family leave during any 12-month period is 12 weeks, regardless of whether all or a portion of the leave period is paid or unpaid. If an employee has accrued PTO on the books at the time the FMLA leave commences, the employee must exhaust those balances, excluding frozen sick leave, before being eligible for unpaid FMLA leave. An employee who has frozen sick leave may elect to use such paid leave during FMLA leave. Once the employee’s leave balances have been exhausted, the District will then provide enough unpaid family leave to total 12 weeks. During the unpaid portion of an employee’s family leave period, the employee accrues no additional PTO leave, or any other type of leave.

8. Part-Time/Variable Hour Employees

Where an employee normally works a Part-Time schedule or variable hours, the amount of leave to which an employee is entitled is determined on a pro rata or proportional basis.

9. Notice

In the case of leave for birth or placement of a child, an employee must provide at least 30 days’ advance notice before the date on which the leave would begin. If the employee is unable to provide 30 days’ notice, he or she must provide as much notice as is practicable; usually within one or two business days of the date the employee is aware of the need to request leave. In the case of leave for a serious medical condition, if the leave is foreseeable based on planned

medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to disrupt unduly the District's operations. The same advance notice requirements apply.

10. Certification of Condition

An employee requesting a paid or unpaid leave of absence for extended illness or temporary disability must submit to the Administrator: (1) a medical doctor's statement as to the date upon which the employee is no longer able to perform his or her duties or (2) a statement that the employee is needed to care for a spouse, parent, or child, with the expected length of the recuperation period or an estimate of the time required to care for the family member, and appropriate medical facts regarding the condition. In addition, the employee must also provide the Administrator with a written statement from the employee concerning his or her intentions about returning to work at the District. An employee on family leave must contact the Administrator at least once each workweek unless another schedule satisfactory to the District has been established in writing and signed by the Administrator and the employee. The District may also require subsequent re-certifications as reasonably needed. Failure to provide required medical status reports or to contact the office on the schedule required by the Administrator is grounds for disciplinary action.

11. Second, Third Opinions

The District may require a second opinion, and, if conflicting, a third opinion from a health care provider as to the need for and scheduling of family leave. The second and third opinions, if sought and obtained by the District, will be paid for by the District and will be obtained from independent health care providers who are not employed by the District. If a third opinion is necessary, the third opinion obtained is final.

12. Return to Work/Assurances

After completion of an approved family leave period, an employee will be returned either to the same position he or she held before the leave began or to a position equivalent to the previously held position in pay, benefits, and other terms and conditions of employment. This policy may be modified for "key employees," defined as those salaried employees in the top 10 percent of the District's workforce. Key employees will be notified in advance of their status. Regardless of whether the family leave period is paid, unpaid, or a combination of paid and unpaid, the employee's health insurance coverage will be continued in the same manner and at the same level as it would have been had the employee continued in employment for the duration of the family leave period. However, should the employee decide, at any time after family leave begins, that he or she will not return to work at the District, the employee must reimburse the District for health coverage premiums paid by the District on behalf of the employee during the family leave period unless the reason for not returning to work is the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond

the employee's control. This is subject to certification.

13. Retention of Benefits

An employee on family leave does not lose any previously accrued seniority or employment benefits but does not earn any leave credits or other benefits during the unpaid portion of the leave. After returning to work from a family leave that has been extended to six months or more, an employee receives an adjusted employment date and adjusted anniversary date which reflect the period of time the employee was on unpaid family leave. The adjusted date will be used for the purpose of calculating leave accrual and any other benefits based on longevity.

14. Summary of Act

The District has posted a summary of the Family and Medical Leave Act on its central bulletin board for employees' information.

(Legal reference: Family and Medical Leave Act of 1993 (P.L. 103-3).)

15. Request for Extension of Family and Medical Leave

If an employee requests additional unpaid leave beyond the 12-week maximum allowable under the family and medical leave provisions of these policies, any extension granted will be under the terms set out in the section of these policies headed **Other Leaves of Absence Without Pay**. Employees should read the referenced section carefully and understand the differences between these two types of leaves before requesting an extension.

16. Documentation

All documentation regarding family leave will be filed in the employee's medical file, which is maintained separate from the personnel files and is accessible to a limited number of persons only on a "need-to-know" basis.

(Legal reference: U.S. Americans with Disabilities Act of 1990.)

8.12 OTHER LEAVES OF ABSENCE WITHOUT PAY

Leave of absence without pay is an approved absence from duty in a non-pay status for not more than six months unless an extension is approved by the District's Board. Extensions of leave, including using this type of leave to extend family and medical leave beyond the 12-week limit, may be authorized by the District's Board in no more than one-month intervals, and a careful review must be conducted prior to authorizing any extension. The reason(s) for granting the extension must be documented in writing in the employee's personnel or medical file, as appropriate.

Granting a leave of absence without pay is at the discretion of the Administrator and subject to approval by the District's Board. Such leave is not authorized unless there is a reasonable

expectation that the employee will return to employment with the District at the end of the approved period; approval of the leave must be documented with a copy of the documentation to be placed in the employee's personnel or medical file, as appropriate. Employees on leave of absence without pay receive no compensation and accrue no benefits. However, previously accrued leave balances, benefits, and seniority are retained during leaves of absence unless otherwise prohibited by the terms or provisions of the benefit programs or by these policies. Medical, dental and life insurance can be continued if the employee pays the premiums (including the District's portion) in full in a timely manner. The District's insurance company may limit the length of time the medical benefits may be continued.

1. **Revocation of Leave Without Pay**

A leave of absence without pay may be revoked upon receipt of evidence submitted that the cause for granting the leave was misrepresented or has ceased to exist.

2. **Authorized Reasons for Leave Without Pay**

A leave of absence without pay may be appropriate for the following reasons:

- (a) Military service (*see* also the section on **Military Leave**);
- (b) Recovery from extended illness or temporary disability, including using leave without pay in lieu of or to extend the allowable 12-week period of family leave; pregnancy is treated in the same manner as any other extended illness or temporary disability (*see* also the section on **Family and Medical Leave**);
- (c) Educational purposes when successful completion will benefit the District;
- (d) Public service assignments;
- (e) Seeking public office;
- (f) Personnel exchange programs which emphasize intergovernmental relations; or
- (g) Any other reason approved by the District's Board which, in the judgment of the District's Board, merits a leave of absence without pay.

3. Conditions

An employee requesting an unpaid leave of absence must provide Administrator and the District's Board with a statement from an appropriate third party as to the date upon which the employee is no longer able to perform his or her duties and the expected length of time needed. In addition, the employee must furnish the District with a written statement from the employee concerning his or her intentions about returning to work at the District. In determining whether or not to approve the request for leave without pay, the Administrator, subject to the District's Board approval, will consider the employee's length of service with the District and past performance, the District's needs, and the prospect for temporary replacement of the employee or reassignment of the employee's duties.

4. Reporting Requirements

An employee on extended leave must contact the Administrator at least once each week to report on his or her status unless another schedule is agreed to in writing. Failure to provide required medical status reports or to contact the office on the schedule required by the District may result in the District revoking the leave and taking disciplinary action up to and including dismissal.

5. Documentation

A summary of the basis for the decision to grant or deny an unpaid leave of absence and the terms of the leave will be prepared by the Administrator, given to the District's Board, and placed in the employee's personnel or medical file, as appropriate.

6. Return to Work After Leave Without Pay

Upon returning to work after an authorized leave of absence without pay, an employee receives an adjusted employment date and adjusted anniversary date which reflect the period of time that the employee used for leave of absence. This adjusted date will be used for the purpose of calculating PTO leave accrual and any other benefits that may be based on longevity.

At the expiration of an authorized leave of absence without pay, every effort will be made to reinstate the employee in the same, or a comparable, position. However, if no vacancy exists and a reasonable effort to place the employee in another position has been unsuccessful, the employee will be separated and paid accrued benefits. (See also sections on **Family and Medical Leave** and on **Military Leave** for specific provisions relating to leave of absence for those purposes.)

8.13 EMERGENCY LEAVE

Up to three days per year of emergency leave with pay may be granted to employees by Administrator, who shall give notice to the District's Board, in the event of: (1) a death in an employee's family, or (2) life-threatening illness of a member of the employee's immediate family who requires the employee's personal care and attention if PTO time is not available. For purposes

of emergency leave, family includes spouse, child, parent, brother, sister, grandparents, or grandchildren of an employee or an employee's spouse. It also includes any person living in the employee's household who is dependent on the employee for care. The length of time granted for a specific emergency leave must be approved by the appropriate Administrator in advance and will depend on the circumstances. The terms of and reasons for the leave must be documented and filed in the employee's personnel file.

8.14 INJURY LEAVE

For information on occupational disability or injury leave for bona fide, on-the-job, work-related injuries, please *see* the sections in this manual under the main heading **Health and Safety**.

8.15 USING LEAVE IN COMBINATION

An employee who is requesting extended leave to extend family and medical leave beyond the 12-week limit must exhaust all of his or her accrued PTO leave in order to be eligible for leave without pay. Use of appropriate leave balances may be required as a condition of other leaves of absence without pay. A request for this type of leave without pay must be approved in advance by the District's Board.

If an employee is sick or temporarily disabled for non-work-related reasons, and he or she exhausts accrued sick leave, the District will automatically begin applying any accrued PTO leave credits unless notified differently by the employee.

With the approval of the Administrator, who is to give notice to the District's Board, other types of leave may be used in combination or coupled with Holidays if it is determined to be in the best interests of the District and the employee.

8.16 DONATING PTO LEAVE TO ANOTHER EMPLOYEE

Any Full-Time employee wishing to donate his/her PTO leave to another employee must meet the following criteria:

1. Vacation Available

He/she has vacation leave available. An employee may only donate the same number of days for which he/she has available.

2. Relationship

He/she is related by blood or adoption to the person receiving vacation as immediate family. For the purpose of donating vacation, immediate family is defined as an employee's parent, spouse, child or sibling also employed by the District. An employee wishing to use another employee's vacation leave must meet the following criteria:

(a) He/she must be related to the person donating vacation leave as immediate family by blood

or adoption.

- (b) He/she has used their entire accrued vacation leave and experienced a catastrophic accident or illness. Catastrophic for the purpose of donating sick leave is defined as a serious, unexpected illness or accident requiring long term rehabilitation.

8.17 ABANDONMENT OF POSITION

Unauthorized absence from work for a period of three consecutive working days will be considered by the District's Board with the recommendation of the Administrator, as a resignation. Unless the District official determines otherwise, the resignation is not in good standing and the employee is not eligible for reemployment.

8.18 EMERGENCY SERVICES LEAVE

Upon the approval of the District's Board with the recommendation of the Administrator, an employee may be granted temporary leave with pay to provide an emergency response as an emergency medical volunteer or volunteer fireman, not to exceed 10 hours per month.

9. HOLIDAYS

9.1 GENERAL POLICY

1. The District's basic policy is that each Regular Full-Time employee and Regular Part-Time employee who has been employed for longer than 90 days receives a specified number of paid Holidays per year, as set forth in these policies. In adopting these personnel policies, District's Board adopts the vacation days established by Chambers, County Texas Commissioner' Court for county employees.
2. Regular Full-Time employees shall be paid eight (8) hours for Holidays.
3. Regular Part-Time Employees shall be paid Holidays according to the number of hours they are scheduled to work.
4. If the District's Board chooses to send employees home on a non-recognized District Holiday, the employee does not have to take PTO leave.
5. An employee who is absent without approved leave on the workday immediately preceding or following a Holiday will not be paid for the Holiday.
6. Whenever an approved legal Holiday falls on a Saturday or Sunday, it will be observed on the Friday preceding or the Monday following, as determined by the District's Board.

9.2 WORK DURING HOLIDAYS

1. If the Administrator, finds it necessary to do so, the Administrator may direct some or all employees to report for work on any Holiday.
2. Non-Exempt Employees: When a Full-Time Non-Exempt employee is required to work on a Holiday, he or she will be compensated in one of the following ways:
 - Paid at the straight time rate of pay for the Holiday hours worked and granted the same number of hours off on an alternate workday; or
 - Paid at the straight time rate of pay for the Holiday hours worked and paid an additional day's pay at the regular, straight-time hourly rate.
3. Full-Time Exempt employees that are required to work on a Holiday, will be compensated at the straight time rate of pay for the Holiday hours worked and granted eight hours of Compensatory Time for the same number of hours off.

9.3 HOLIDAYS FALLING ON NON-WORKDAYS

Whenever a legal Holiday on the current year's list of approved Holidays falls on an employee's regular day off and the employee does not work that day, he or she will be paid his or her regular salary amount for the pay period involved, and will receive either another day off in lieu of the Holiday or an additional day's pay at the regular, straight-time hourly rate.

9.4 HOLIDAY DURING VACATION

If an official Holiday falls within an employee's use of PTO leave for vacation time, the employee will be granted the Holiday and not charged for a day of PTO.

Exhibit “D”

Indigent Care YTD Expenditures Worksheet

	January			
Clients:	Clients: 69			
Youth Counseling:	Youth Counseling: 8			
	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Summary by Facility				
Winnie Community Hospital	\$68,715.60	\$28,160.44	64.28%	\$0.00
Brookshire Brothers Pharmacy Corp	\$8,175.76	\$6,968.97	15.91%	\$6,968.97
Wilcox Pharmacy	\$1,935.71	\$1,144.07	2.61%	\$1,144.07
Pharmacy Total	\$10,111.47	\$8,113.04	18.52%	\$8,113.04
UTMB Hospital	\$21,610.33	\$5,031.44	11.48%	\$5,031.44
UTMB ER- Barrier Reef Physician	\$0.00	\$0.00	0.00%	\$0.00
UTMB Anesthesia	\$854.00	\$545.42	1.24%	\$545.42
UTMB Lab/Xray	\$126.00	\$35.28	0.08%	\$35.28
UTMB Physician Services	\$4,864.00	\$1,501.31	3.43%	\$1,501.31
UTMB Total	\$27,454.33	\$7,113.45	16.24%	\$7,113.45
Chambers Co Public Hosp Distr ER	\$0.00	\$0.00	0.00%	\$0.00
Winnie-Stowell EMS	\$0.00	\$0.00	0.00%	\$0.00
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00
Youth Counseling	\$425.00	\$425.00	0.97%	\$425.00
Grand Totals	\$106,706.40	\$43,811.93		\$15,651.49

	Year to Date			
Clients:	Clients: 69			
Youth Counseling:	Youth Counseling: 8			
	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Winnie Community Hospital	\$68,715.60	\$28,160.44	64.28%	\$0.00
Brookshire Brothers Pharmacy Corp	\$8,175.76	\$6,968.97	15.91%	\$6,968.97
Wilcox Pharmacy	\$1,935.71	\$1,144.07	2.61%	\$1,144.07
Pharmacy Total	\$10,111.47	\$8,113.04	18.52%	\$8,113.04
UTMB Hospital	\$21,610.33	\$5,031.44	11.48%	\$5,031.44
UTMB ER- Barrier Reef Physician	\$0.00	\$0.00	0.00%	\$0.00
UTMB Anesthesia	\$854.00	\$545.42	1.24%	\$545.42
UTMB Lab/Xray	\$126.00	\$35.28	0.08%	\$35.28
UTMB Physician Services	\$4,864.00	\$1,501.31	3.43%	\$1,501.31
UTMB Total	\$27,454.33	\$7,113.45	16.24%	\$7,113.45
Chambers Co Public Hosp Distr ER	\$0.00	\$0.00	0.00%	\$0.00
Winnie-Stowell EMS	\$0.00	\$0.00	0.00%	\$0.00
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00
Youth Counseling	\$425.00	\$425.00	0.97%	\$425.00
Grand Totals	\$106,706.40	\$43,811.93	100%	\$15,651.49

Summary by Service Provided

Prescription Drugs	\$10,111.47	\$8,113.04	18.52%	\$8,113.04
WCH Clinic	\$8,135.60	\$3,322.64	7.58%	\$0.00
WCH Observation	\$0.00	\$0.00	0.00%	\$0.00
WCH ER	\$23,264.00	\$9,538.24	21.77%	\$0.00
WCH Lab/Xray	\$5,059.00	\$2,074.19	4.73%	\$0.00
WCH CT Scan	\$8,547.00	\$3,504.27	8.00%	\$0.00
WCH Labs	\$9,308.00	\$3,816.28	8.71%	\$0.00
WCH Xray	\$11,827.00	\$4,849.07	11.07%	\$0.00
WCH Lab/Xray Reading	\$1,865.00	\$764.65	1.75%	\$0.00
WCH Inpatient	\$0.00	\$0.00	0.00%	\$0.00
WCH Physical Therapy	\$0.00	\$0.00	0.00%	\$0.00
WCH Ultrasound	\$710.00	\$291.10	0.66%	\$0.00
UTMB Physician Services	\$4,864.00	\$1,501.31	3.43%	\$1,501.31
UTMB Anesthesia	\$854.00	\$545.42	1.24%	\$545.42
UTMB In-Patient	\$0.00	\$0.00	0.00%	\$0.00
UTMB Outpatient	\$21,610.33	\$5,031.44	11.48%	\$5,031.44
UTMB Lab&Xray	\$126.00	\$35.28	0.08%	\$35.28
UTMB ER Physician-Barrier Reef	\$0.00	\$0.00	0.00%	\$0.00
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00
Youth Counseling	\$425.00	\$425.00	0.97%	\$0.00
Grant Totals	\$106,706.40	\$43,811.93		\$15,226.49

Prescription Drugs	\$10,111.47	\$8,113.04	18.52%	\$8,113.04
WCH Clinic	\$8,135.60	\$3,322.64	7.58%	\$0.00
WCH Observation	\$0.00	\$0.00	0.00%	\$0.00
WCH ER	\$23,264.00	\$9,538.24	21.77%	\$0.00
WCH Lab/Xray	\$5,059.00	\$2,074.19	4.73%	\$0.00
WCH CT Scan	\$8,547.00	\$3,504.27	8.00%	\$0.00
WCH Labs	\$9,308.00	\$3,816.28	8.71%	\$0.00
WCH Xray	\$11,827.00	\$4,849.07	11.07%	\$0.00
WCH Lab/Xray Reading	\$1,865.00	\$764.65	1.75%	\$0.00
WCH Inpatient	\$0.00	\$0.00	0.00%	\$0.00
WCH Physical Therapy	\$0.00	\$0.00	0.00%	\$0.00
WCH Ultrasound	\$710.00	\$291.10	0.66%	\$0.00
UTMB Physician Services	\$4,864.00	\$1,501.31	3.43%	\$1,501.31
UTMB Anesthesia	\$854.00	\$545.42	1.24%	\$545.42
UTMB In-Patient	\$0.00	\$0.00	0.00%	\$0.00
UTMB Outpatient	\$21,610.33	\$5,031.44	11.48%	\$5,031.44
UTMB Lab&Xray	\$126.00	\$35.28	0.08%	\$35.28
UTMB ER Physician-Barrier Reef	\$0.00	\$0.00	0.00%	\$0.00
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00
Youth Counseling	\$425.00	\$425.00	0.97%	\$0.00
Grant Totals	\$106,706.40	\$43,811.93	99.99%	\$15,226.49

Source Totals Report

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 01/01/2020 through 01/31/2020
 For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
02	Prescription Drugs	10,111.47	8,113.04
21	Wch Clinic	8,135.60	3,322.64
24	Wch Er	23,264.00	9,538.24
25	Wch Lab/X-Ray	5,059.00	2,074.19
26	Wch Ct Scan	8,547.00	3,504.27
27	Wch Labs	9,308.00	3,816.28
28	Wch Xray	11,827.00	4,849.07
29	Wch Ultrasound	710.00	291.10
31	Utmb - Physician Services	3,237.00	739.45
31-1	Utmb - Anesthesia Services	854.00	545.42
34	Utmb Out-Patient	22,257.33	5,212.60
35	Utmb - Lab/X-Ray	126.00	35.28
39	Youth Counseling	425.00	425.00
44	Lab/Xray Readings	1,865.00	764.65
Expenditures		105,726.40	43,231.23
Reimb/Adjustments			
Grand Total		105,726.40	43,231.23

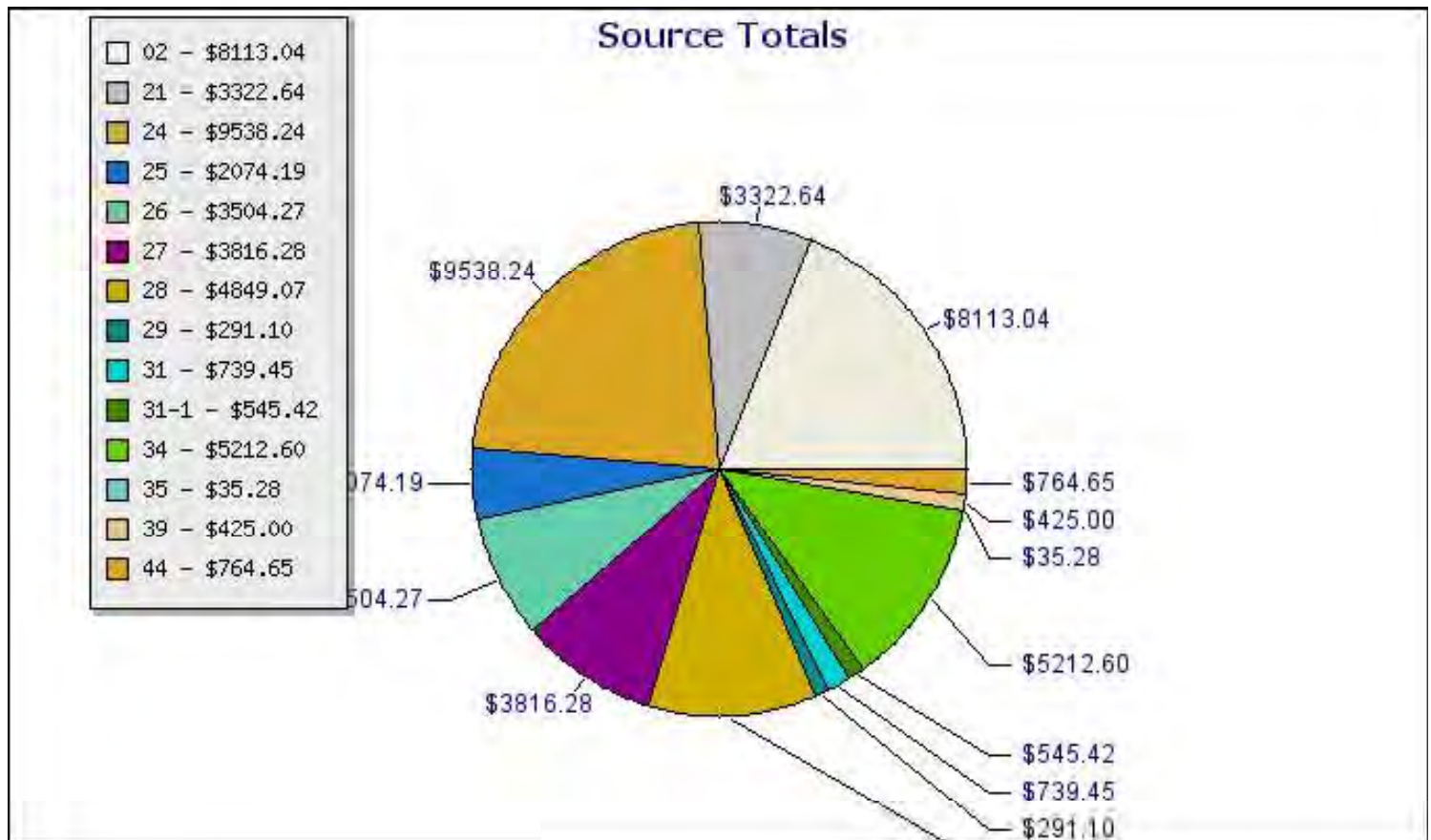


Exhibit “E”

From: [Campbell, Scott](#)
To: [Hubert Oxford IV](#)
Subject: Re: Interlocal Agreement Bw ECISD and WSHD for Healthcare Services
Date: Wednesday, February 12, 2020 10:07:08 AM

I think maybe bringing it up and then giving a month to consider would be appropriate.

On Wed, Feb 12, 2020 at 10:00 AM Hubert Oxford IV <hoxfordiv@benoxford.com> wrote:

Scott,

Thank you for the e-mail. I have gone through and pulled our minutes from the July 17, 2019 and August 21, 2019 minutes to refresh my recollection. See below and also attached is the agreement that was subsequently executed. According to the Agreement and the minutes, the ECISD was to submit a proposed budget on how the funds were to be spent. I don't think that ever happened. But, I don't believe it is too late. It is my suggestion that a budget be prepared along with the year to date actuals and then a request to amend the budget to account for the increased counseling. In addition, I suggest providing details of the budget items, including the counseling.

From here, someone needs to call Ed Murrell and ask to get on the agenda for next week's meeting. Or, the concept of the request could be raised at this meeting and then addressed during the March 2020 regular meeting. Let me know.

This excerpt is from the July 17, 2019 minutes:

Afterwards, in an effort to accommodate Mrs. Christy Ridgeway, President Murrell requested the Board to address Agenda Item No. 8, to discuss and take action, if necessary, on receiving a report from the East Chambers Independent School District and renewing the Interlocal Agreement between the District and East Chambers Independent School District. The President explained that Mrs. Christy Ridgeway attended the meeting on behalf of the ECISD because the Superintendent was unable to be at the meeting. Mrs. Ridgeway thanked the Board on behalf of the ECISD and the students of the ECISD for the District's support. She then proceeded to her presentation. (See Exhibit "B"). According to Mrs. Ridgeway, thanks to the District's funding, during the 2018-2019 school year, the District was able to provide accident insurance for 1,530 children. Of these students, sixty-three (63) made claims totaling \$73,261.32. Moreover, Mrs. Ridgeway reported that in the same school year, the ECISD was able to provide vision and hearing screenings to approximately 700 students; counseling services to sixty-five (65) students; and therapy services to approximately eight-five (85) students.

Turning to the budget, Mrs. Ridgeway and Attorney Oxford presented the Board

with the following budget comparison that highlights the original budget line items set forth in the 2015 Interlocal Agreement and the proposed budget for 2019.

According to Attorney Oxford, he discussed the proposed budget with the ECISD Superintendent prior to the meeting and was asked to convey several points that are set forth below:

- For each category, except insurance, the ECISD spends more than the WSHD funds (i.e., the WSHD only funds a portion of the categories).

- The \$115,000.00 for the Registered Nurse category covers the cost of two (2) nurses. By funding two (2) nurses, the WSHD is servicing more students.

- In exchange, the ECISD request to reduce the amount assigned to Therapy to \$5,500.00 but the ECISD must still provide these services and the services are paid out of a different fund.

Screenings no longer have to be contracted out because the additional nurse is able to provide these services. Therefore, the amount spent on screenings has gone down.

In addition, Attorney Oxford explained that he was asked by the Superintendent to request the District's Directors consider amending the Interlocal Agreement to provide more flexibility in utilizing the District's funds. Specifically, the ECISD proposed presenting an annual budget to District prior to the renewal of their agreement that sets forth how the ECISD proposed spending the money during the upcoming school year. If this were done, the ECISD felt they could concentrate the payments where they were needed the most. For example, in the upcoming school year, the ECISD requested to spend \$115,000.00 for two registered nurses and if this were permitted, these two (2) nursing would be able to drastically increase the number of students that received more comprehensive healthcare using the District's funds.

The Board responded positively to this request and the overall success of the program. Because of this, the Board asked the ECISD to review their needs and to come back during the budget process in November to discuss ways that the District could provide additional assistance. In conclusion, Director Stramecki made a motion to authorize President Murrell to execute an amended Interlocal Agreement that allows the ECESD to present budgets on an annually based on an ECISD's needs assessment. This motion was seconded by Director Rollo and unanimously approved by all the Board members present.

Excerpts from August 21, 2019 meeting:

Subsequently, the Board was directed to Agenda Item No. 9, to discuss and take action, if necessary, on approving a proposed Amended and Restated Interlocal Agreement with the East Chambers Independent School District. Attorney Oxford asked if he could address this agenda item and was granted permission to do so by President Murrell. He then explained that he amended the previous Interlocal Agreement with the school district to establish that the term of the agreement was for one (1) year and in order to be renewed, annual Board approval was necessary. Mr. Oxford continued by explaining that the reason he set the terms for one year to be approved is because the school district asked that they be allowed to submit annual budgets that were different than the line item categories in the original agreement and the changes to this agreement accommodated that request. (See Exhibit "D"). The Board members reviewed the proposed changes and after a few follow up questions, a motion was made by Director Stramecki to approve the Amended Interlocal Agreement with the East Chambers Independent School District. Director Stramecki's motion was seconded by Director Rollo and unanimously approved by all the Directors present.

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: Campbell, Scott <scott@eastchambers.net>
Sent: Wednesday, February 12, 2020 9:44 AM
To: Hubert Oxford IV <hoxfordiv@benoxford.com>; Christy Ridgaway <christy@eastchambers.net>; Cindy Bull <cbull@eastchambers.net>
Subject: Re: Interlocal Agreement Bw ECISD and WSHD for Healthcare Services

Good Morning Hubert,

You had mentioned that we might be able to approach the Hospital District about the possibility of increased funding as our needs increase. One thing we have noticed this school year is a significant increase in our outside counseling contracts. In 2019 alone, we have expended \$47,000 in outside counseling services with Cliff Hubbell. Also, Allan Apperson is back in business, and as we continue to increase services, we will probably need to bring him back as well which will be even more funding needs. Anyway, I'm just letting you know that we do have additional needs if the WSHD would like to consider them; if not, we completely understand and are very thankful for what we already receive from you.

On Thu, Aug 15, 2019 at 5:45 PM Hubert Oxford IV <hoxfordiv@benoxford.com> wrote:

Scott,

Please see proposed changes to the Interlocal Agreement as was discussed at the WSHD's July 2019 meeting. At the meeting the Board President was authorized to execute the agreement. The changes are in red. Please give me your thoughts.

We look forward to hearing from you.

Hubert Oxford IV

From: Sherrie Norris <sherrie@wshd-tx.com>
Sent: Tuesday, February 18, 2020 10:15 AM
To: Hubert Oxford IV; Chris Rutledge; Charice Cole; David Sticker; David Smith
Subject: Fwd: QIPP Pool Size Announcement for SFY 2021

Thank you
Sherrie Norris
WSHD Administrator
409-296-1003 office
409-201-3922 cell

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----- Forwarded message -----

From: HHSC QIPP <QIPPProjectProposal@hhsc.state.tx.us>
Date: Sat, Feb 15, 2020 at 11:37 AM
Subject: QIPP Pool Size Announcement for SFY 2021
To:

QIPP Pool Size is \$800 Million for SFY 2021

The Quality Incentive Payment Program (QIPP) pool size will be \$800 million for state fiscal year 2021. Please note that the amount allocated to the QIPP program can change year to year based on HHSC's assessment of various factors. QIPP is a statewide program that provides for incentive payments to qualifying nursing facilities. STAR+PLUS MCOs are directed to make payments to qualifying nursing facilities once the facilities demonstrate meeting the required goals.

QIPP is a performance-based program that encourages nursing facilities to improve the quality and innovation of their services through implementation of program-wide improvement processes for which facilities are compensated for meeting or exceeding certain goals.

Please note that the Centers for Medicare and Medicaid Services (CMS) must approve the implementation of QIPP for state fiscal year 2021.

Health & Human Services Commission

Rate Analysis Department

Exhibit “F”

Winnie-Stowell Hospital District			
Executive Summary of Nursing Home Monthly Site Visits			
January 2020			
Facility	Operator		Comments
Park Manor Cypress Station	HMG		Census: 85. Facility had their annual survey in October 2019, there were two LSC citations, there are no outstanding claims regarding the survey. There were no reportable incidents since the last visit. The facility has hired a new DON, an update will be provided at the next visit. The facility is expecting new furniture, this will help to update the facility.
Park Manor Humble	HMG		Census: 92. Facility had their survey in August 2019, they received four citations, all have been cleared. There was a complaint survey, both complaints were unsubstantiated. There were no reportable incidents since the last visit. The maintenance staff is doing a great job taking care of both the inside and outside of the facility. There were no compliance issues noticed during the visit.
Park Manor Cyfair	HMG		Census: NA. The facility had their annual survey in March 2019, they are in their survey window. There were no reportable incidents since the last visit. The facility was still in the process of transitioning from the holiday season, they have planted some nice flowers at the entrance. The facility has a new dietary manager, he is still learning his job but is doing a good job thus far.
Spring Branch Transitional Care Center	Caring		Census: 189. The facility had their survey in March 2019, they are in their survey window. There were no reportable incidents since the last visit. The AC unit in the kitchen had frozen over and the maintenance was letting it defrost, this was creating a puddle in the kitchen which staff quickly cleaned up. Staff at the facility was receiving in-service for abuse/elopement/change of resident condition and bomb threats.
Oak Manor	SLP		Census: 32. The state has not been in the facility since the last survey. There were no reportable incidents since the last visit. The facility has appointed the interim administrator as the permanent administrator, the staff has really taken to her as an administrator. The administrator is close to getting the facility to meet their budgeted targets.

Oakland Manor	SLP		Census: 52. The facility had their annual survey in December 2019, they received seven tags and two life-safety tags, their POC was accepted by the state. There were three reportable incidents since the last visit, all were unsubstantiated following review. The facility has gotten approval for HUD funding, the administrator is putting a priority list together for the things the facility needs most.
Hallettsville Rehabilitation and Nursing Center	Regency		Census: 86. The state has not been in the facility since the annual survey. There were three reportable incidents since the last visit, all three were falls, the facility was not cited for any of the falls. The first phase of the remodel is nearly done with phase two planned to begin at the beginning of 2020. The work that has been done to redo the outside of the facility is very nice.
Monument Rehabilitation and Nursing Center	Regency		Census: 75. Facility had their annual survey in October 2019, they received six tags and three life-safety tags, their POC was accepted by the state. There were no reportable incidents since the last visit. The facility has completed the remodel and the facility looks amazing; they are planning an open house for February. The increase in residents has helped them meet their budgeted targets.

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.
-----------------------------	-----	--	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Administrator: Justin Joy
DON: Mary Ajose, RN

FACILITY INFORMATION

Park Manor Cypress Station is a 125-bed facility with a current star rating of 2 and a Quality Measures rating of 4. The census on the date of this visit was 85 - breakdown was to be given with the report. The administrator, Justin Joy, provided the tour.

Landscaping was well maintained with seasonal flowers that added color to the front area. Patio furniture was welcoming and plants in the planter were in good shape. No trash or cigarettes were observed in the parking lot. Victoria, the receptionist, greeted the consultant right when she walked into the building. She was very professional and friendly and when I explained my visit, immediately contacted the administrator. Victoria also nicely asked that consultant go around as maintenance was cleaning the carpets, in which signs were out and caution tape marked off the areas they were working. Daily staffing was posted and survey binder was available for review.

The nurse station was organized and daily staffing was posted. Mr. Joy provided the tour and mentioned new furniture was coming in that next day. Mr. Joy was excited about receiving it and felt it would help give the facility a nicer image. Mr. Joy explained he just hired a new DON, last Monday, who was getting settled in.

Laundry department was toured in which Will, the housekeeping/laundry manager, assisted. The laundry room was well organized and clean. Everything was off the floor and SDS binder was readily available. The bio-waste items were sectioned off for universal precautions. Lint log was up to date and only a slight bit of lint in the dryers. Overall, the department looked really good. Dumpster lid was closed with no trash in the area.

Consultant did not detect any odors while walking through the building. Residents smiled at consultant while in the dining room. Residents were appropriately dressed and nicely groomed. Menu for the day was posted and no safety concerns observed. Medication carts were locked and housekeeping carts did not have any personal items on them. Extinguishers were up to date.

QIPP SCORECARD:

Based off QIPP Scorecard, Park Manor Cypress Station met Component 1 Metrics for September, October and November. Component 2 Metrics 1, 2 and 3 were also met for all three months. Component 3, Metrics 2 & 3 were met but not Metric 1 for the 1st Quarter. Component 4 Metrics 1, 2 and 3 were all met for the 1st Quarter.

SURVEY INFORMATION

The facility's annual survey was on October 8-11 of 2019. No state deficiencies received and (2) LSC citations. Information on complaints was not given.

REPORTABLE INCIDENTS

Information not given.

CLINICAL TRENDING

Incidents/Falls:

Information not given.

Infection Control:

Information not given.

Weight loss:

Information not given.

Pressure Ulcers:

Information not given.

Restraints:

Park Manor Cypress Station is a restraint free facility.

Staffing:

Information not given.



Park Manor of Cypress Station
420 Lantern Bend Dr., Houston, TX 77890
Site Visit: 01/14/2020

Quality Indicators - CASPER Report				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Severe Pain (S)				Information not given.
New/Worsened Pressure Ulcers (S)				
New Psychoactive Med Use (S)				
Fall w/Major Injury (L)				
UTI (L)				
Self-Reported Mod/Severe Pain (L)				
High risk with pressure ulcers (L)				
Loss of Bowel/Bladder Control(L)				
Catheter(L)				
Physical restraint(L)				
Increased ADL Assistance(L)				
Excessive Weight Loss(L)				
Depressive symptoms(L)				
Antipsychotic medication (L)				

Component 1

Indicator	QAPI Mtg Date	PIP's Implemented (Name specific PIP's)
QAPI Meeting		Information not given.

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: Yes
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: Yes
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%	9.60%	11.32%	N	
Percent of residents who received an anti-psychotic medication	14.56%	8.06%	10.00%	Y	

Percent of residents whose ability to move independently has worsened	17.72%	15.82%	12.73%	Y	
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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	2.8%	.82%	12.73%	Y	
Percent of residents whose pneumococcal vaccine is up to date.	93.67%	93.67%	100%	Y	
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.				Y	Infection Control Policy reviewed. Yes Antibiotic Stewardship Program review and is in place with all components. Yes

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	Yes
Quarter 2 Dec 1, 2019 – Feb 29, 2020	March 29, 2020	
Quarter 3 March 1, 2019 – May 31, 2020	June 28, 2020	
Quarter 4 June 1, 2020 – August 31, 2020	September 27, 2020	



Park Manor of Cypress Station

420 Lantern Bend Dr., Houston, TX 77890

Site Visit: 01/14/2020

Administrator: Tangela Manuel
DON: Bridgetta Bracks, RN

FACILITY INFORMATION

Park Manor Humble is a 125-bed facility with a current overall rating of 1 and a Quality Measures rating of 3. The census on the date of this visit was 92: 12 MC; 24 HMO; 50 Medicaid; 2 Medicaid Pending; 2 Hospice; 2 PP. Tangela Manuel provided the tour of the facility, who was very professional and friendly.

The outside grounds were kept up and presented nicely. No trash or cigarette butts were observed. Walking towards the front door was a nice sitting area with patio furniture in which it and the cushions were in good shape. Additional plants (palm trees) greeted you which was an extra touch that was noticed. The receptionist greeted the consultant and was very warm and welcoming. The lobby area looked and smelled clean and the carpet was in good shape, along with furniture items. The facility was busy and the noise level was a little loud, but not too bad. Survey Binder was visible for the public to look at if wanted.

Daily staffing was posted and current. Activity calendar was being followed as the residents were exercising following the Tai Chi program. A volunteer was there leading the program who has been coming for a while now. Resident appearances looked good as they were groomed nicely and had on appropriate clothes. Medication carts were locked throughout the building.

Hallway 300 had a slight smell/odor to it and Ms. Manuel noticed it and said she would find out what was going on. Housekeeping cart had a Dr. Pepper can on it and Ms. Manuel immediately took it off to dispose of in trash. Residents rooms appeared clean with no safety issues observed. Laundry room was toured and everything looked great: clean; SDS binder visible; wash station clear; lint log current and no lint in the dryers and staff friendly.

Consultant next toured the kitchen and met Keisha, the dietary manager. Keisha was very helpful and seemed proud of her kitchen. Staff had on their hair nets, temperature logs for fridge and freezer were current, staff were tracking their log sheet for the sanitizer for dishwasher and 3 compartment-sink, pantry was organized with everything labeled and put up properly. Overall the team at the building seemed to work well together.

QIPP SCORECARD:

Based off QIPP Scorecard, Park Manor Humble met Component 1 Metrics for September, October and November. Component 2 Metrics 1, 2 and 3 were also met for all three months. Component 3, Metrics 1, 2 & 3 were met for the 1st Quarter. Component 4 Metrics 1, 2 and 3 were all met for the 1st Quarter.

SURVEY INFORMATION

The facility had their annual survey on August 8, 2019. They received two LSC violations and two Health violations. All were cleared on September 12, 2019. Two complaints during this reporting period in which both did not receive any deficiencies.

REPORTABLE INCIDENTS

Information not provided.

CLINICAL TRENDING**Incidents/Falls:**

Information was not provided.

Infection Control:

Information was not provided.

Weight loss:

Information was not provided.

Pressure Ulcers:

Information was not provided.

Restraints:

Park Manor of Humble is a restraint free facility.

Staffing:

Ms. Manuel stated they were in need of certified nurse aides for all three shifts.



Park Manor of Humble
19424 McKay Dr. Humble, TX 77338 Site Visit:
01/14/2020

Quality Indicators - CASPER Report				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Severe Pain (S)				Information not provided
New/Worsened Pressure Ulcers (S)				
New Psychoactive Med Use (S)				
Fall w/Major Injury (L)				
UTI (L)				
Self-Reported Mod/Severe Pain (L)				
High risk with pressure ulcers (L)				
Loss of Bowel/Bladder Control(L)				
Catheter(L)				
Physical restraint(L)				
Increased ADL Assistance(L)				
Excessive Weight Loss(L)				
Depressive symptoms(L)				
Antipsychotic medication (L)				

Component 1

Indicator	QAPI Mtg Date	PIP's Implemented (Name specific PIP's)
QAPI Meeting		Information not provided.

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: Yes
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: Yes
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%	11.47%	7.50%	Y	
Percent of residents who received an anti-psychotic medication	14.56%	3.16%	4.17%	Y	

Percent of residents whose ability to move independently has worsened	17.72%	24.90	17.95%	Y	
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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	2.8%	–	17.95%	Y	
Percent of residents whose pneumococcal vaccine is up to date.	93.67%	93.67%	100%	Y	
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.				Y	Infection Control Policy reviewed. Yes Antibiotic Stewardship Program review and is in place with all components. Yes

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	Yes
Quarter 2 Dec 1, 2019 – Feb 29, 2020	March 29, 2020	
Quarter 3 March 1, 2019 – May 31, 2020	June 28, 2020	
Quarter 4 June 1, 2020 – August 31, 2020	September 27, 2020	



Park Manor of Humble

19424 McKay Dr. Humble, TX 77338 Site Visit:

01/14/2020

Administrator: Lisa Arnold
DON: Dee Linden, RN

FACILITY INFORMATION

Park Manor Cyfair is a 120-bed facility with a current overall star rating of 4 and Quality Measures star rating of 3. The census on the date of this visit was to be given with clinical information and was not provided. Tour of the facility was given by the administrator, Ms. Arnold.

Christmas lights were observed to be still out on the roof of the building and Christmas wreaths as well. The lawn was landscaped nicely with seasonal flowers and patio furniture was conveniently placed for families and residents to sit in. It was observed the furniture didn't have cushions but you could still sit in them. No trash or cigarette butts were observed in the parking lot.

Lobby furniture was arranged nicely with no odors detected. Survey binder was available and nurse station appeared organized. Staff posting for the day was out and extinguishers were up to date. Observation of residents were presentable and appropriate clothing for the season was their attire. Many residents smiled at consultant during the tour. Med carts were locked on all hallways.

Laundry Room was toured in which the ceiling had been patched and was on the list to paint. Lint log book was up to date but some lint was in the dryer. SDS book was available and cleaning products were off the floor. Laundry room was organized and extinguisher was current. Housekeeping carts did not have personal items on them. Dumpster lids were closed with no trash in the surrounding area.

Damien, the new dietary manager, assisted with tour of the kitchen. Resident trays being used had condensation on the backs of them as well as their glasses. Ms. Arnold mentioned for him to check their dishwasher to see if there was an issue. Employees had their hair nets on and were preparing snacks, which were labeled. Kitchen was clean and temperatures were current with checking meals, freezer, fridge and dishwasher. A back light was out in which the team they would replace. Dining room floors were clean and menu posting was current.

QIPP SCORECARD:

Based off QIPP Scorecard, Park Manor of Cyfair met Component 1 Metrics for September, October and November. Component 2 Metrics 1, 2 and 3 were also met for all three months. Component 3 and 4 Metrics 1, 2 and 3 were all met for the 1st Quarter.

SURVEY INFORMATION

The facility is in their open window for survey. Park Manor of Cyfair had their annual survey in March of 2019. They received no health deficiencies and 3 life safety code deficiencies.

REPORTABLE INCIDENTS

Information was to be sent in.

CLINICAL TRENDING**Incidents/Falls:**

Information was not provided.

Infection Control:

Information was not provided.

Weight loss:

Information was not provided.

Pressure Ulcers:

Information was not provided.

Restraints:

Park Manor of Cyfair is a restraint free facility.

Staffing:

Ms. Arnold stated (4) certified nurse aides for the shift of 6 am to 2 pm were needed.

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Quality Indicators - CASPER Report				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Severe Pain (S)				Information was not provided.
New/Worsened Pressure Ulcers (S)				
New Psychoactive Med Use (S)				
Fall w/Major Injury (L)				
UTI (L)				
Self-Reported Mod/Severe Pain (L)				
High risk with pressure ulcers (L)				
Loss of Bowel/Bladder Control(L)				
Catheter(L)				
Physical restraint(L)				
Increased ADL Assistance(L)				
Excessive Weight Loss(L)				
Depressive symptoms(L)				
Antipsychotic medication (L)				

Component 1

Indicator	QAPI Mtg Date	PIP's Implemented (Name specific PIP's)
QAPI Meeting		Information was not provided.

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: Yes
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: Yes
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%	7.47%	2.99%	Y	
Percent of residents who received an anti-psychotic medication	14.56%	7.29%	8.97%	Y	

Percent of residents whose ability to move independently has worsened	17.72%	17.87%	8.47%	Y	
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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	2.8%	1.10%	8.47%	Y	
Percent of residents whose pneumococcal vaccine is up to date.	93.67%	93.67%	96.19%	Y	
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.				Y	Infection Control Policy reviewed. Y Antibiotic Stewardship Program review and is in place with all components. Y

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	Yes
Quarter 2 Dec 1, 2019 – Feb 29, 2020	March 29, 2020	
Quarter 3 March 1, 2019 – May 31, 2020	June 28, 2020	
Quarter 4 June 1, 2020 – August 31, 2020	September 27, 2020	



Park Manor of Cyfair

11001 Crescent Moon Dr., Houston, TX 77064

Site Visit: 01/15/2020

Administrator: Zach Lapin
DON: Kenee Gibson, RN

FACILITY INFORMATION

Spring Branch Transitional Care Center is managed by Caring Healthcare. They are licensed for 198 beds and are comprised of 4 floors. The CMS overall star rating for the facility is 2 with a 2-star rating in Quality Measures. The facility specializes in Behavioral/psychiatric but also has a wing for Korean residents. The census given on the day of visit was 189: 14 Medicare; 147 Medicaid; 8 Hospice; 12 Medicaid pending; 6 Private; 3 HMO which adds to 190. The tour was provided by Gilbert, with Human Resources.

The parking lot only had a few trash items laying around and a few cigarettes when walking up to the front. Flags were missing on the flag pole. Landscaping was good as the lawn had been recently mowed. The lobby area was clean and odor free. A few of the artificial plants were dusty and needed to be cleaned. Postings were up to date and extinguishers were current. The oxygen storage room was observed to have all tanks in their rightful canisters. The resident council meeting had just finished and residents seemed content coming out of the room. Many residents smiled at consultant and said hi. Resident appearances were well kept and appropriate clothing for the time of the year was worn.

The kitchen was toured in which Gilbert introduced Rudy, the new dietary manager of four months, to the consultant. Rudy stated he liked working at the facility and assisted consultant walking around the kitchen. All employees had their hair nets on and were busy getting lunch ready. The cook had checked the temperatures of the different food items and wrote it down. The staff had formed a line and were carefully watching the therapeutic diets of their residents. The food was appetizing and smelled good. The supply room in the kitchen had a leak coming from the air conditioner as a pool of water had spilt over from a bucket catching the water. A wet sign was not out and employees were coming in and out of the room. Rudy immediately got a sign to make sure his staff knew the floor was wet. Maintenance was called and the AC was defrosting and that was the reason for the water overflowing, there wasn't a leak, the AC froze over. Temperatures for the fridge and freezer were current as well as the dishwasher temps for sanitizing. Kitchen staff were in the freezer putting up items and were very organized in the way they were putting everything up. The pantry was well organized as well but supplies had just been delivered and were on the floor. Rudy mentioned getting some pallets so that even when items were being delivered, they would be off the ground.

The movie/media room had a few dividers where the lights in the ceiling would be and Gilbert stated he would let Zach know and maintenance person. Some of the vents were dirty too and again Gilbert stated he would let his team know. Posting for Solid Waste expired December 2019 and maintenance person was going to check to see if a new posting had arrived. In-services for employees were held that day regarding Abuse/Elopement/Change of Resident Condition and Bomb Threats.

SURVEY INFORMATION

The facility is in their open window for survey. Spring Branch had their annual survey March of 2019 and received 8 tags and all were cleared by desk review.

REPORTABLE INCIDENTS

Information not provided.

CLINICAL TRENDING

Incidents/Falls:

Information not provided.

Infection Control:

Information not provided.

Weight loss:

Information not provided.

Pressure Ulcers:

Information not provided.

Restraints:

Spring Branch Transitional Care is a restraint free facility.

Staffing:

Currently the facility is in need of: (3) 6 to 2 pm certified nurse aides; (2) 2 to 10 pm certified nurse aides and (1) 10 to 6 am certified nurse aides.



Spring Branch Transitional Care Center
1615 Hillendahl Blvd #100, Houston, TX 77055
01/15/2020

Quality Indicators - CASPER Report				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Severe Pain (S)				Information not provided.
New/Worsened Pressure Ulcers (S)				
New Psychoactive Med Use (S)				
Fall w/Major Injury (L)				
UTI (L)				
Self-Reported Mod/Severe Pain (L)				
High risk with pressure ulcers (L)				
Loss of Bowel/Bladder Control(L)				
Catheter(L)				
Physical restraint(L)				
Increased ADL Assistance(L)				
Excessive Weight Loss(L)				
Depressive symptoms(L)				
Antipsychotic medication (L)				

Component 1

Indicator	QAPI Mtg Date	PIP's Implemented (Name specific PIP's)
QAPI Meeting		Information not provided.

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: Yes
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: Yes
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%	3.85%	3.96%	Y	
Percent of residents who received an anti-psychotic medication	14.56%	33.33%	21.62%	Y	

Percent of residents whose ability to move independently has worsened	17.72%	24.78%	17.93%	Y	
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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	2.8%	.54%	17.93%	Y	
Percent of residents whose pneumococcal vaccine is up to date.	93.67%	93.67%	98.95%	Y	
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.				Y	Infection Control Policy reviewed. _____ Antibiotic Stewardship Program review and is in place with all components. _____

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	Yes
Quarter 2 Dec 1, 2019 – Feb 29, 2020	March 29, 2020	
Quarter 3 March 1, 2019 – May 31, 2020	June 28, 2020	
Quarter 4 June 1, 2020 – August 31, 2020	September 27, 2020	



Spring Branch Transitional Care Center
1615 Hillendahl Blvd #100, Houston, TX 77055

01/15/2020

CONTACT:

Administrator: Ms. Pat Reyes; Ms. Reyes has taken the position as the permanent administrator. This makes me very pleased. Ms. Reyes is an excellent administrator.
The site visit was conducted on January 21, 2020. I visited with Ms. Reyes on this date.
The current census is 32. The breakdown is; Medicare-1; Medicaid-22; Private Pay-7; Private Insurance-1; Hospice-1; Pending Status-.

SURVEY:

The state was not in the facility for any reason in December.

REPORTABLE INCIDENTS:

The facility did not have any reportable incidents for the month of December.

CLINICAL TRENDING:**A. Infections:**

The infection rate for September was under their threshold of 3.5%.

B. Weight Loss;

There were no weight loss issues.

ADDITIONAL COMMENTS:

The facility has a four- star quality rating overall.

Restraints-0

Pressure ulcers- -5.0%

Falls with major injuries-15.4%

Anti-psychotic medicines- The facility is currently at 4.3%.

The facility looked neat and clean. There were no odors noticed throughout the facility.

Ms. Reyes indicated that the facility needs a couple of dietary staff. Staffing for nursing is in good shape at the present time. They are not having to use agency staff.

I have already noticed a difference in the atmosphere of the home. Ms. Reyes brings with her the ability to get the staff involved with all aspects of the home. I am very pleased with the progress Ms. Reyes has already made. I look forward to seeing the progress on my next visit.

She indicated that they are getting closer to meeting the budget targets. Hopefully in the next month or two, they will be on budget.

CONTACT:

Administrator: The site visit was conducted on January 21, 2020. I visited with the administrator, Ms.Marquita Doss. Ms. Doss still seems pleased with the direction the facility is going.

FACILITY:

The census target is 58 and the current census is 52. The census breakdown is; Medicare-6; Medicaid-28; Private Pay-14; Private Insurance 1-; Hospice-3; Pending Status-.

SURVEY:

The state came in for the annual full-book survey in December. The facility received 7 minor tags in nursing and 2 in Life-safety. The 2 life-safety tags were: 1 plastic ash tray in the smoking area and some paper in the other ash tray in the smoking area. All tags have been corrected and accepted by the state.

REPORTABLE INCIDENTS:

The facility had three reportable incidents in December. All three were allegations of abuse by the same resident. The state did come in and found the allegations to be unsubstantiated.

CLINICAL TRENDING:**Infections:**

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

Weight Loss:

There were no issues for the month of December. The new food vendor is working out very well.

ADDITIONAL COMMENTS:

Staffing is needs include 4 CNAs and 2 LVNs.

The business office manager indicated that the facility is staying within the budget targets.

The staff is working hard on the quality measures;

Restraints; 0

Falls with major injuries; 0 for December. 7.4%

Anti-psychotics; 5.7% This is way down from the last report. The facility has really been working to improve.

Pressure ulcers- 3.8% This is also way down from the last report.

Overall quality is 4 star.

Overall star rating is 3.

The facility has received approval for HUD funding. Corporate told Ms. Doss to begin putting a priority list together for consideration. Ms. Doss said she isn't going to get her hopes up too high but at least it is a start.

The facility was very neat and clean. The residents seemed happy and well cared for. The outside grounds looked very neat and clean. We are all hoping that some funding gets approved for the parking area. There are several areas where the concrete is badly cracked and creating major pot holes.

The facility needs some repairs for the cracks in the tile in the hallways and lobby area.

Hopefully corporate will get the needed funding.

CONTACT

Administrator: Mr. Jason Ohrt

The site visit was conducted on January 21, 2020 I visited with Mr. Jason Ohrt on this date.

FACILITY

The current census target is 67. The current census is 86. The breakdown is as follows; Medicare-4; Medicaid-38; Private Pay-14; Private Insurance-1; Hospice-3; Pending Status-5; V.A.-21.

SURVEY

The state was not in the facility for any reason in December.

REPORTABLE INCIDENTS:

The facility had 3 self reports in December. 1. Unwitnessed fall with no injury. 2. Resident fall going to restroom resulting in a broken hip.3. Combative resident that has been moved to another facility.

Infections:

Infections were below thresholds.

Weight Loss:

There were no weight loss issues and no trending.

ADDITIONAL COMMENT:

The facility is working hard to control the quality measures.

Restraints-0

Pressure ulcers; 0

Falls with Major injuries- 1.4%

Anti-psychotic medicine- Currently at 1.7%.

The facility is undergoing a big remodel. They are almost complete with phase 1. Phase 2 is scheduled to start after the first of the year. The facility looks very nice. The residents like what has been done so far. They seem very happy and well cared for. The outside grounds are really pretty. They spent a lot of money redoing the grounds around the entire facility. It is very eye catching when coming into the facility.

All else is going very well with the facility. Mr. Ohrt and his staff have done a very good job with the facility.

CONTACT:

Administrator: Mr. Herm Ramirez.

The site visit was conducted on January 21, 2020. I visited with Mr. Ramirez on this date.

FACILITY:

The census target is 58 and the current census is 75. The breakdown is; Medicare-3; Medicaid-32; Private Pay-35; Private Insurance-4, Hospice-1; Pending Status-.

SURVEY:

The state was in the facility in October for the annual full-book survey. The facility received 6 minor nursing tags and three life-safety tags on one door. All tags have been corrected and approved by the state.

REPORTABLE INCIDENTS:

The facility had no reportable incidents in December.

Infections:

The infection rate was below the threshold set by infection control, 2%.

Weight Loss:

The facility had no unexpected weight loss or gain issues. The dietary department is doing a great job.

ADDITIONAL COMMENT:

Restraints-0

Pressure ulcers-2% for the month of December.

Falls with Major injuries- 1 for December.

Anti-psychotics- Currently at 24%. This is up due to influx of new residents. Working to bring number down.

The remodel looks absolutely beautiful. Remodel has been completed and open house is scheduled for February 12. The parking lot is currently being resurfaced. Ms. Ramirez indicated that they have received a lot of compliments from visitors regarding the remodel. He feels that his increase in residents is due in part to the remodel of the facility. Staffing for the facility is good at this time. They are meeting their budget targets due to the increase in residents. The residents seem happy and well cared for.

Exhibit “G”

Census	2018					2019							2020			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	187
Conversion to Inpatient/observation	17	20	18	19	17	20	15	10	10	9	10	9	17	4	0	1	9	9
Percentage	7%	9%	8%	9%	8%	8%	8%	5%	5%	5%	5%	4%	8%	2%	0%	1%	5%	5%
Transferred out	22	16	13	20	18	16	12	15	11	11	12	10	10	10	0	2	6	8
Percentage	9%	8%	6%	9%	8%	7%	7%	7%	5%	6%	6%	4%	5%	5%	0%	2%	3%	4%
ER shifts covered by doctors	0%	40%	45%	65%	72%	55%	61%	63%	78%	92%	77%	74%	76%	100%	100%	93%	74%	80%
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	2.35	2.77
CTs	75	82	74	71	52	52	35	45	57	46	63	74	79	25	0	5	26	56
Xrays	286	253	295	235	245	257	266	244	239	250	218	294	314	149	0	19	192	270
Ultrasounds	41	34	39	30	32	18	33	28	28	28	23	45	43	18	0	0	16	20
Encounters - Adult Clinic	653	614	789	606	602	673	643	618	635	616	525	557	617	469	483	494	585	638
Encounters - Pediatric Clinic	323	331	425	276	284	334	346	320	341	287	217	235	250	236	154	250	423	274
Behavioral Health patients	78	79	74	65	67	74	76	73	75	75	69	63	60	56	0	19	44	45
Physical Therapy	5	6	7	6	10	8	3	4	6	5	7	9	7	8	0	2	2	0

Additional Items:

1. Working on Landscaping end Signage.
2. Connecting with UTMB for Specialty Services
3. Chief of Staff/Medical Director Update
4. In discussion with Dialysis Contractor

Exhibit “H”

FIRST AMENDED INDIGENT CARE SUPPORT AGREEMENT

THIS INDIGENT CARE SUPPORT AGREEMENT (“Agreement”), effective as of 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 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 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 to provide medically necessary Healthcare Treatment to the District’s Indigent, the District agrees to 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 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 Healthcare Services hereunder and/or the financial burden to Hospital of providing 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 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. Healthcare Services. As used in this Agreement, “Healthcare Services” shall mean those Medically Necessary 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; 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. 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.
- e. 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 Healthcare Services. Hospital may appoint a "Medical Director" from a licensed Medical Provider in the District to help monitor the nature and quality of Healthcare Services rendered to Indigents.
- f. 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 & 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 Healthcare Services. Hospital agrees to provide all Medically Necessary Healthcare Services for the District's Indigent during the Term at no charge to such Indigents except as otherwise provided herein. The determination of whether an individual is an "Indigent" eligible to receive 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 Healthcare Services. It is recognized that if any new treatment and diagnostic modalities and programs will become available at the Hospital over the Term, 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 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:
 - a) The services, rendered to any individual Indigent patient for the previous month by the Hospital;
 - b) Amount of charges incurred by any individual Indigent patient served for the particular month by the Hospital;
 - c) Amount of charges accrued by any individual Indigent patient on an annual basis (i.e., year to date) by the Hospital; and
 - d) Any other Healthcare indicators the Parties believe will be useful for the assessment of the services provided by this Agreement.
 - iii. Hospital agrees to provide monthly reports to the District's Board concerning previously agreed to metric and highlights of capital projects, staffing, and any other matter of interest to the District's 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 Healthcare 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 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 Healthcare Services to any person on the basis of such person's status as an Indigent. Hospital shall require any subcontractor that provides 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 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 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:
 - a) 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
 - b) will not: (1) 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; (2) constitute a violation of any judgment, decree or order of any court of competent jurisdiction applicable to Hospital; (3) will not violate any law, rule or regulation of any governmental authority applicable to Hospital or its assets; and (4) 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

- a. 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. 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 shall be established by applying the following formula:
 - i. 1) Establish the annual cost of Medicaid Payment Amounts per year for the previous five (5) years;
 - ii. 2) Drop the highest and lowest years; and
 - iii. 3) Average the remaining three years.

For 2020 annual payment, *see Exhibit "A"* for 2015-2019 WSHD Indigent Care Healthcare Cost.

- 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. Amendments to District's Indigent Policy & Procedure Statement. The Parties to 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.

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 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 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 Hospital to provide Healthcare services to Indigents.
- b. Hospital and Indigent. The relationship between Hospital and any Indigent is that of 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 Medical Provider practicing at the District and any patient of any such Medical Provider, and between any such 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 HEALTHCARE SERVICES WHO ALLEGES THAT SUCH HEALTHCARE SERVICES WERE DENIED OR IMPROPERLY RENDERED BY THE HOSPITAL, OR (III) BY ANY MEDICAL PROVIDER, OR PAYOR ALLEGING DENIAL OF PAYMENT FOR 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. Duty to Cooperate. The Parties acknowledge that the Parties' mutual cooperation is critical to the ability of Hospital to perform its duties hereunder.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.

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

District: Mr. Edward Murrell
Chairman
Winnie-Stowell Hospital District
P.O. Box 1997
Winnie, Texas 77665
E-mail: emurrell@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.

- o. 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.
- p. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument.
- q. Non-Exclusive Arrangement. This Agreement shall not require District to use the services and facilities provided by Hospital as the exclusive source of Healthcare Services for Indigents, nor shall Hospital be prohibited hereunder from contracting with other entities for the provision of services.
- r. 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.

- s. 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"
2015-2019 WSHD Indigent Care Healthcare Cost

Winnie Community Hospital Cost					
Year	Number of Clients	WCH Amount Billed	WCH Amount Paid	Avg. Per Client Cost/Billed	Avg. Per Client Cost/Paid
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	69	\$755,761.37	\$309,326.39	\$9,105.56	\$3,726.82
2015-2019 Avg. (3 Years)	61.33	476,861.37	196,669.35	7,793.49	3,214.28

Exhibit “I”

Covington Media and Technology

Bridge City, TX 77611

Phone # 4097181574

Estimate

Date	Estimate #
2/7/2020	1

Name / Address
Winnie Stol Hospital Sherrie Norris

			Project
Description	Qty	Rate	Total
Cat 6 wiring, rated for direct burial, sold by the foot	1,200	0.20	240.00
In-wall Wifi access point	2	88.98	177.96
Ubiquiti 8 port PoE switch with 4 powered ports for access points or other devices.	1	114.99	114.99
Surface mounted junction boxes, RJ45 connectors / plate inserts, and wall plates. I will bring out both in-wall and surface mount materials to install the wiring in the walls if I am able to do so.	10	20.00	200.00
Estimated labor to install and configure components	30	50.00	1,500.00
Tilting flat panel mount 42"-85"	1	69.99	69.99
Ring Alarm Home Security Kit with 8 door/window sensors, 2 motion sensors, 2 keypads, and 1 range extender. Optional free Echo dot can be integrated to be used to listen for glass breaking or movement when alarm is set. Optional professional monitoring is \$10/month with 911 validated address.	1	329.99	329.99
4 camera (expandable to 8 cameras), 5 MP surveillance system with 2 TB hard drive. Records high resolution video/audio and includes free remote access.	1	399.99	399.99
Samsung UN75RU7100 75-Inch 4K Smart TV	1	997.99	997.99
estimated cost for metal conduit to conceal and protect exterior camera wiring	1	100.00	100.00
telephone wiring distribution panel	1	39.99	39.99
AT&T ML17929 2-Line Corded Telephone	5	47.95	239.75
VTech VCS702 conference call station	1	194.60	194.60
Other unforeseen materials that may be needed	1	200.00	200.00
		Total	\$4,805.25



Sherrie Norris <sherrie@wshd-tx.com>

Estimate for Winnie Hospital

1 message

getwiredtx@gmail.com <getwiredtx@gmail.com>

Fri, Feb 7, 2020 at 11:50 AM

To: sherrie@wshd-tx.com

Cc: hoxfordiv@benoxford.com

Ms Sherrie,

I believe that I have covered everything we discussed in the attached estimate. All of the component prices are based on current Amazon pricing and are subject to slight changes. State taxes were not included in these prices. If you have any questions feel free to contact me.

Thank you,
Shawn Covington
Covington Media and Technology
GetWiredTX@gmail.com
4097181574

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New Office Buildout Quote for *Winnie Stowell Hospital District*

November 15, 2019 | Prepared by: Ronnie Husbands

Prepared for: Sherrie Norris

Needs

New physical structure will require outfitting of network infrastructure and physical plant to support office equipment. This will include installation of network cabling, network infrastructure, and network hardware. Also included in the common area will be a television for 'white noise' to assist with meeting HIPAA guidelines for personnel who are having conversations in office areas. The television will need to be securely mounted in the facility. Office desktop computers for administrative office productivity, including word processing, spreadsheet manipulation, electronic document review and local document storage.

System Specs

- Physical Plant (Network Cabling/Drops)
 - **Cabling** Category 6
 - **Wall Plates** Three Port
 - **Drops/Wall Plate** Two (2)
 - **Conduit** Various Sizes of Conduit to Protect Cabling Under Building

- Physical Plant (Network Facility)
 - **Backer Board** 4' X 4' X 3/4" Plywood Sheet Affixed to wall
 - **Cable Management** Facilities to manage Cable Bundle for Network Runs
 - **Network Patch Panel** 24 Port, 19" rack mountable panel
 - **Power SubSystem** CyberPower Shallow 500VA UPS
 - **Network Router** Ubiquiti Edge Router 4 with Rack Mount Kit
 - **Network Switch** Ubiquiti UniFi SW-24
 - **Wireless Access Point** Ubiquiti UniFi AP-AC-Pro

- Television Mount
 - **LCD Wall Mount** Sanus LCD Mount to support TV (size unknown)
 - **Service Box** Recessed Service Box to provide Power/Signal/Network

Quantity	Unit	Description	Cost	Total
1	each	CyberPower 500VA UPS	156.98	156.98
1	each	Ubiquiti EdgeRouter 4	199.99	199.99
1	each	Ubiquiti Rack Mount Kit (EdgeRouter 4)	19.99	19.99
1	each	Ubiquiti UniFi 24 Port Gigabit Switch	224.99	224.99
1	each	Ubiquiti UniFi Access Point AC Pro	224.99	224.99
1	each	Wall Mount 6RU Secure Network Panel	219.99	219.99
1	each	1U Patch Panel	24.95	24.95
1	each	1U Cable Manager	24.95	24.95
25	each	Black Keystone CAT6 RJ-45 Jacks	1.38	34.50
20	each	White Keystone CAT6 RJ-45 Jacks	1.38	27.60
15	each	Black Keystone Blanks	0.60	9.00
10	each	White Keystone Blanks	0.60	6.00
178	units	Linear Feet Conduit	0.48	85.44
1	each	Wall Mount Bracket for Flat Panel Television	99.99	99.99
1	each	Recessed Media Wall Box (for television)	26.99	26.99
10	each	Short Network Runs - Under Structure	95.00	950.00
5	each	Intermediate Network Runs - Under Structure	125.00	625.00
1	each	Short Network Runs - Under Structure / Shielded	105.00	105.00
			Subtotal	\$ 3,066.35
			Sales Tax	\$ -

Authorization

Printed Name

Email

Signature

Date

New Office Build-Out Quote

1 message

Ronnie Husbands <ronnie@techsol-tx.com>
To: Sherrie Norris <sherrie@wshd-tx.com>

Thu, Feb 6, 2020 at 5:26 PM

Sherrie,

Attached is the quote for the new office network buildout. I have line-itemed each of the pieces. It includes network gear, a place to store/house the network gear, an Uninterrupted Power Supply (UPS) to keep the network going even in a power outage. Because the network cables will run under the building, all network cables will be routed through PVC conduit.

Thanks,

-Ronnie

**TECHNOLOGY
SOLUTIONS-TX**

 **Buildout Quote 2020_02_06.pdf**
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