

Exhibit “A-1”

Winnie-Stowell Hospital District
Balance Sheet
 As of April 30, 2020

	Apr 30, 20
ASSETS	
Current Assets	
Checking/Savings	
100 Prosperity Bank -Checking	72,978.17
102 Prosperity Bank - CD#0447	108,350.65
104 Allegiance Bank - CD#9053	2,806,356.10
105 TexStar	689,653.58
107 InterBank ICS (Restricted)	
107.01b GIB 0228 DACA	179,052.08
107.01c GIB Collateral Funds	5,814,521.64
Total 107 InterBank ICS (Restricted)	5,993,573.72
108 Allegiance Bank NH Combined	5,331,967.07
Total Checking/Savings	15,002,879.29
Other Current Assets	
110 Sales Tax Receivable	116,206.43
114 Accounts Receivable NH	25,111,997.27
117 NH - QIPP Prog Receivable	5,019,139.38
118 Prepaid Expense	257,105.00
119 Prepaid IGT	5,118,211.79
Total Other Current Assets	35,622,659.87
Total Current Assets	50,625,539.16
Fixed Assets	
120 Equipment	140,654.96
125 Accumulated Depreciation	-113,810.64
Total Fixed Assets	26,844.32
TOTAL ASSETS	50,652,383.48
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
190 NH Payables Combined	3,627,616.64
201 NHP Accounts Payable	3,516,970.92
201.1 NH Payable - LTC	396,000.00
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	2,820.74
240 Accounts Payable NH	19,342,663.01
250 Stimulus Funds Flow-Through	1,704,167.39
Direct Deposit Liabilities	-3,353.56
Total Other Current Liabilities	35,654,949.98
Total Current Liabilities	35,654,949.98
Total Liabilities	35,654,949.98
Equity	
300 Net Assets, Capital, net of	59,503.44
310 Net Assets-Unrestricted	4,755,312.01
Retained Earnings	9,697,766.09
Net Income	484,851.96
Total Equity	14,997,433.50
TOTAL LIABILITIES & EQUITY	50,652,383.48

Winnie-Stowell Hospital District
Profit & Loss Budget vs. Actual
As of April 30, 2020

Accrual Basis

	Jan - Apr 20	Budget	\$ Over Budget	% of Budget
Income				
400 Sales Tax Revenue	234,149.31	500,000.00	-265,850.69	46.8%
405 Investment Income	25,558.82	46,000.00	-20,441.18	55.6%
409 Tobacco Settlement	13,221.78	9,800.00	3,421.78	134.9%
415 Nursing Home - QIPP Program	9,177,805.36	27,533,416.02	-18,355,610.66	33.3%
Total Income	9,450,735.27	28,089,216.02	-18,638,480.75	33.6%
Expense				
500 Admin-Administrative Salary	20,666.65	63,000.00	-42,333.35	32.8%
504 Admin-Administrators PR Tax	1,761.94	4,800.00	-3,038.06	36.7%
505 Admin-Board Bonds	50.00	250.00	-200.00	20.0%
515 Admin-Bank Service Charges	30.30	360.00	-329.70	8.4%
521 Professional Fees - Acctng	5,593.75	25,000.00	-19,406.25	22.4%
522 Professional Fees-Auditing	23,450.00	25,000.00	-1,550.00	93.8%
523 Professional Fees - Legal	4,000.00	25,000.00	-21,000.00	16.0%
550 Admin-D&O / Liability Ins.	260.04	12,000.00	-11,739.96	2.2%
560 Admin-Cont Ed, Travel	0.00	5,000.00	-5,000.00	0.0%
561 Admin-Cont Ed-Medical Pers.	600.57	5,000.00	-4,399.43	12.0%
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	1,832.35	6,800.00	-4,967.65	26.9%
572 Admin-Web Site	0.00	1,500.00	-1,500.00	0.0%
573 Admin-Copier Lease/Contract	919.46	2,500.00	-1,580.54	36.8%
575 Admin-Cell Phone Reimburse	600.00	1,800.00	-1,200.00	33.3%
576 Admin-Telephone/Internet	655.26	3,000.00	-2,344.74	21.8%
590 Admin-Election Cost	0.00	5,000.00	-5,000.00	0.0%
591 Admin-Notices & Fees	1,566.69	5,000.00	-3,433.31	31.3%
592 Admin Office Rent	6,000.00	7,080.00	-1,080.00	84.7%
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	1,282.00	1,235.00	47.00	103.8%
600 East Chambers ISD Partnersh	60,000.00	180,000.00	-120,000.00	33.3%
601 IC-Pmt to Hosp (Indigent)	196,669.36	196,669.36	0.00	100.0%
602 IC-WCH 1115 Waiver Prog	38,262.13	38,261.49	0.64	100.0%
603a IC-Pharmaceutical Costs	31,960.91	110,000.00	-78,039.09	29.1%
604a IC-Non Hosp Cost-Other	400.00	5,000.00	-4,600.00	8.0%
604b IC-Non Hosp Costs UTMB	50,349.61	250,000.00	-199,650.39	20.1%
605 IC-Office Supplies/Postage	74.16	1,200.00	-1,125.84	6.2%
607 IC-Non Hosp Costs-WSEMS	0.00	1,000.00	-1,000.00	0.0%
611 IC-Indigent Care Dir Salary	15,286.87	45,000.00	-29,713.13	34.0%
612 IC-Payroll Taxes -Ind Care	991.96	3,500.00	-2,508.04	28.3%
615 IC-Software	4,436.00	13,308.00	-8,872.00	33.3%
616 IC-Travel	677.90	550.00	127.90	123.3%
617 IC -Youth Counseling	1,785.00	5,000.00	-3,215.00	35.7%
629 - Property Acquisition	107,969.00	150,000.00	-42,031.00	72.0%
630 NH Program-Mgt Fees	2,171,760.44	6,515,281.34	-4,343,520.90	33.3%
631 NH Program-IGT	4,834,284.44	14,502,853.30	-9,668,568.86	33.3%
633 NH Program-Acctg Fees	0.00	35,000.00	-35,000.00	0.0%
634 NH Program-Legal Fees	72,513.85	190,000.00	-117,486.15	38.2%
635 NH Program-LTC Fees	528,000.00	1,606,000.00	-1,078,000.00	32.9%
637 NH Program-Interest Expense	779,132.57	1,725,490.68	-946,358.11	45.2%
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	8,965,883.31	25,787,699.17	-16,821,815.86	34.8%
Net Income	484,851.96	2,301,516.85	-1,816,664.89	21.1%

Exhibit “A-2”

WSHD Treasurer's Report and Supporting Documents

Reporting Date: Wednesday, May 20, 2020

Pending Expenses	For	Amount	Funds Summary	Totals
Brookshire Brothers	Indigent Care	\$5,049.90	Prosperity Operating	\$89,283.47
Wilcox Pharmacy	Indigent Care	\$1,284.35	Interbank (Restricted-Comp. 2 & Prepaid Int.)	\$1,574,148.04
UTMB at Galveston	Indigent Care	\$2,487.13	Interbank (Unrestricted)	\$2,701,414.27
UTMB Faculty Group	Indigent Care	\$699.00	Prosperity CD	\$108,133.06
Indigent Healthcare Solutions	IC Inv #69866	\$1,109.00	TexStar	\$689,401.60
American Education Services	S Stern-Student Loan	\$150.14	Allgeiance Bank LOC (Available)	\$795,928.66
Penelope (Polly) Butler	Youth Counseling	\$425.00	Net Cash Position (less Interbank)	\$4,384,161.06
Grace Nichols	Youth Counseling	\$510.00	Pending Expenses	(\$29,333.27)
Benckenstein & Oxford	Inv #49752	\$14,025.00	Ending Balance	\$4,354,827.79
Hubert Oxford	1/2 Legal Retainer	\$500.00	Last Month	
Josh Heinz	1/2 Legal Retainer	\$500.00	Prosperity Operating	\$122,040.09
David Sticker	Inv #21996	\$2,593.75	Interbank-restricted	\$307,479.48
			<u>Interbank-unrestricted (Adjusted)</u>	\$1,691,623.08
			Prosperity CD	\$108,133.06
			TexStar	\$689,401.60
			Allgeiance Bank LOC (Available)	\$795,928.66
			Net Cash Position (less Interbank)	\$3,407,126.49
			Pending Expenses	(\$51,177.02)
			Ending Balance	\$3,355,949.47
Total Pending Expenses		\$29,333.27		

Interbank Account Reconciliation			
GIB Balance 5/19	\$4,345,694.22	To be Received	Total Due
Loan 16 Payment	(\$1,085,546.75)		
QIPP 3 March Cmp 2 MGR Dist	(\$98,706.27)		
NonQIPP funds	(\$12,443.92)		
NonQIPP funds	(\$22,712.00)		
Reserve Ln 16 May-Sept. Interest	(\$354,739.10)		
1115 IGT-June 4th	(\$70,131.91)		
Restricted Loan 16	\$1,440,285.85		
Restricted Nursing Home	\$35,155.92		
QIPP Nursing Home	\$98,706.27		
1115 IGT-June 4th	\$70,131.91		
Unrestricted	\$2,701,414.27		
Total Funds	\$4,345,694.22	\$0.00	\$0.00

Transactions Since Last Meeting			
Date	To	For	Amount
4/30/2020	MCO	QY3 Qtr 2, CP 3 4 Lapse, Feb & True Up	\$3,121,315.87
4/30/2020	Salt Creek Capital	Loan 16 Interest 5 of 10	(\$70,947.82)
5/1/2020	LTC Group	Invs Feb, Mar, Apr	(\$396,000.00)
5/5/2020	Managers (AB)	Mgr Dist QY3 Qtr 2, CP 3 4 Lapse, Feb & True Up	(\$1,596,752.99)
5/7/2020	Allgeiance Bank	LOC Interest Payment	(\$5,833.33)
5/15/2020	Precision Structures	Balance	(\$13,399.00)
Total Transactions Since Last Meeting			\$1,038,382.73

Upcoming Transactions

Anticipated Date	For	Upcoming Transactions	Income	Expenses
5/31/2020	MCO	Compent 1-April 2020 <i>Estimate</i>	\$1,107,392.33	
5/31/2020	WSHD-Reserve	April 2020 Loan Payment <i>Estimate</i>		(\$1,107,392.33)
5/31/2020	MCO	Payment of Comp. 2 Funds for April 2020 <i>April 2020 Component 2 Payment Amount</i>	\$165,641.88	
5/31/2020	Managers	Payment of Incentive Fees <i>April 2020 Component 2 Payment Amount</i>		(\$95,100.83)
6/1/2020	Salt Creek Capital	Loan 16 Interest 6 of 10		(\$70,947.82)
6/4/2020	State of Texas	1115 IGT		\$70,131.91
6/4/2020	Allegiance Bank	Interest Payment		(\$6,027.78)

Outstanding Short Term Revenue Note

Loan 16-Principle	\$5,067,701.53			\$4,504,637.72	
Interest	16.80%				
Fund Received	12/1/2019				
	Date	Balance	Interest	Principal Rcvd.	Payment
1	1/2/2020	\$5,067,701.53	\$70,947.82	\$0.00	\$70,947.82
2	1/31/2020	\$5,067,701.53	\$70,947.82	\$0.00	\$70,947.82
3	2/28/2020	\$5,067,701.53	\$70,947.82	\$0.00	\$70,947.82
4	3/31/2020	\$5,067,701.53	\$70,947.82	\$0.00	\$70,947.82
5	4/30/2020	\$5,067,701.53	\$70,947.82	\$1,085,546.75	\$1,156,494.57
6	5/31/2020	\$5,067,701.53	\$70,947.82	\$1,107,392.33	\$1,178,340.15
7	6/30/2020	\$5,067,701.53	\$70,947.82	\$1,142,068.88	\$1,213,016.70
8	7/31/2020	\$5,067,701.53	\$70,947.82	\$1,169,629.76	\$1,240,577.58
Reserve	8/31/2020	\$5,067,701.53	\$0.00	\$0.00	\$0.00
9	8/31/2020	\$5,067,701.53	\$70,947.82	\$563,063.81	\$634,011.63
10	9/30/2020	\$5,067,701.53	\$70,947.82	\$0.00	\$70,947.82
Amount Paid	9/30/2020	\$0.00	\$709,478.20	\$5,067,701.53	\$5,777,179.73
Amount Due: September 30, 2020			\$709,478.20	\$5,067,701.53	\$5,777,179.73
Amount Remaining				\$0.00	\$0.00

Allegiance Bank Line of Credit					
Principle	\$2,700,000.00	Principle Balance Owed	\$2,000,000.00		
	2/7/2020	Interest Payment	\$0.00		<i>(\$6,027.78)</i>
	3/9/2020	Interest Payment	\$0.00		<i>(\$5,638.89)</i>
	4/7/2020	Interest Payment	\$0.00		<i>(\$6,027.78)</i>
	4/30/2020	Interest Payment	\$0.00		<i>(\$6,027.78)</i>
	5/31/2020	Interest Payment	\$0.00		<i>(\$6,027.78)</i>
	6/30/2020	Interest Payment	\$0.00		<i>(\$6,027.78)</i>
	7/31/2020	Principle Payment	\$0.00		<i>(\$6,027.78)</i>
	8/31/2020	Principle Payment	\$893,552.40		<i>(\$3,909.97)</i>
	9/30/2020	Principle Payment	\$1,106,447.60		<i>(\$1,179.79)</i>
	Balance Due		\$2,000,000.00	\$0.00	<i>(\$310.51)</i>

District's Investments					
	Amount	Percentage	From	To	Interest
*CD at Allegiance Bank C.D. #9503	\$2,806,356.10	1.50%	4/1/2020	4/30/2020	Paid \$10,427.44 Apr 2020
CD at Prosperity (Qtr.) C.D. #0447	\$108,350.65	1.75%	4/1/2020	4/30/2020	Paid \$475.03 Feb 2020
Texstar C.D. #1110	\$689,401.60	1.56%	4/1/2020	4/30/2020	\$251.98

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

Italics are Estimated amounts

WSHD Prosperity Checking Account Register (9409)
 April 16, 2020 to May 20, 2020

Date	Description	Check No.	Amount	Balance
				\$122,040.09
4/16/2020	ACH Payment LEASE DIRECT WEB		(\$202.44)	\$121,837.65
4/17/2020	Check	3014	(\$500.00)	\$121,337.65
4/20/2020	Check	3006	(\$14,916.53)	\$106,421.12
4/21/2020	Check	3015	(\$906.25)	\$105,514.87
4/21/2020	Check	3008	(\$1,109.00)	\$104,405.87
4/21/2020	Check	3010	(\$340.00)	\$104,065.87
4/22/2020	ACH Deposit CPA STATE FISCAL INV		\$13,221.78	\$117,287.65
4/22/2020	Check	3013	(\$500.00)	\$116,787.65
4/22/2020	Check	3005	(\$1,024.67)	\$115,762.98
4/22/2020	Check	3004	(\$7,518.59)	\$108,244.39
4/22/2020	Check	3007	(\$1,549.90)	\$106,694.49
4/22/2020	Check	3016	(\$48.09)	\$106,646.40
4/22/2020	Check	3009	(\$150.14)	\$106,496.26
4/22/2020	Check	3012	(\$22,188.85)	\$84,307.41
4/27/2020	ACH Payment PROSPERITY BANK VISA		(\$378.37)	\$83,929.04
4/28/2020	Deposit		\$157.96	\$84,087.00
4/28/2020	Check	3011	(\$425.00)	\$83,662.00
4/29/2020	ACH Payment INTUIT PAYROLL		(\$7,263.54)	\$76,398.46
4/30/2020	Accr Earning Pymt Added to Account		\$83.41	\$76,481.87
5/1/2020	ACH Payment TIME WARNER CABL TW		(\$210.49)	\$76,271.38
5/1/2020	ACH Payment TXWORKFORCECOMM		(\$288.00)	\$75,983.38
5/7/2020	ACH Payment Allegiance Bank		(\$5,833.33)	\$70,150.05
5/8/2020	ACH Deposit CPA STATE FISCAL INV		\$55,223.80	\$125,373.85
5/8/2020	Check	3018	(\$750.00)	\$124,623.85
5/8/2020	ACH Payment IRS USATAXPYMT		(\$2,485.24)	\$122,138.61
5/14/2020	Check	995013	(\$15,000.00)	\$107,138.61
5/18/2020	ACH Payment LEASE DIRECT WEB PAY		(\$202.44)	\$106,936.17
5/19/2020	Check	3019	(\$13,399.00)	\$93,537.17

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 04/13/20-04/13/20

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

Vendor #: 65460

GL #	Description	Amount
WSHD	Wshd	5,049.90
Expenditures		5,049.90
Reimb/Adjustments		
Grand Total		5,049.90

23 total invoices

GL Totals Detail
Invoice #

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1019*65460*44	WSHD	04/16/2020	5.76	5.76
1019*65460*44	WSHD	04/16/2020	6.74	6.74
1019*65460*44	WSHD	04/16/2020	56.58	56.58
1019*65460*44	WSHD	04/16/2020	15.84	15.84
1019*65460*44	WSHD	04/16/2020	39.28	39.28
1044*65460*14	WSHD	04/17/2020	86.84	86.84
1044*65460*14	WSHD	04/17/2020	518.26	433.32
1044*65460*14	WSHD	04/17/2020	53.40	34.22
1049*65460*37	WSHD	04/08/2020	6.36	6.36
1049*65460*37	WSHD	04/08/2020	33.23	33.23
1049*65460*37	WSHD	04/27/2020	10.00	10.00
1049*65460*37	WSHD	04/28/2020	47.17	47.17
1049*65460*37	WSHD	04/28/2020	22.50	22.50
1049*65460*37	WSHD	04/29/2020	12.00	12.00
1065*65460*9	WSHD	04/30/2020	7.90	7.90
1081*65460*19	WSHD	04/01/2020	22.00	22.00
1081*65460*19	WSHD	04/02/2020	80.00	80.00
1081*65460*19	WSHD	04/06/2020	8.66	8.66
1081*65460*19	WSHD	04/06/2020	9.56	8.71
1081*65460*19	WSHD	04/06/2020	28.59	28.59
1091*65460*26	WSHD	04/03/2020	51.23	51.23
1091*65460*26	WSHD	04/03/2020	22.24	21.82
1091*65460*26	WSHD	04/03/2020	576.98	483.23
1107*65460*21	WSHD	04/01/2020	53.40	34.22
1111*65460*14	WSHD	04/01/2020	478.95	478.95
1114*65460*10	WSHD	04/03/2020	23.29	23.29
1114*65460*10	WSHD	04/03/2020	33.23	33.23
1114*65460*10	WSHD	04/29/2020	133.47	133.47
1122*65460*14	WSHD	04/30/2020	10.00	10.00
1122*65460*14	WSHD	04/30/2020	19.52	13.92
1123*65460*16	WSHD	04/06/2020	12.00	12.00
1123*65460*16	WSHD	04/06/2020	62.75	62.75
1123*65460*16	WSHD	04/06/2020	99.48	99.48
1128*65460*13	WSHD	04/25/2020	10.00	10.00

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Issued 05/13/20

GL Totals
Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 04/13/20-04/13/20

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

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1128*65460*13	WSHD	04/25/2020	15.09	15.09
1128*65460*13	WSHD	04/28/2020	60.60	54.51
1128*65460*13	WSHD	04/28/2020	51.61	51.61
1128*65460*13	WSHD	04/28/2020	5.58	4.19
1131*65460*13	WSHD	04/14/2020	26.25	26.25
1132*65460*10	WSHD	04/01/2020	10.00	10.00
1132*65460*10	WSHD	04/01/2020	120.77	120.77
1132*65460*10	WSHD	04/01/2020	5.95	5.95
1134*65460*14	WSHD	04/06/2020	96.57	96.57
1134*65460*14	WSHD	04/06/2020	74.60	74.60
1134*65460*14	WSHD	04/24/2020	125.85	125.85
1137*65460*12	WSHD	04/14/2020	15.56	15.56
1140*65460*10	WSHD	04/08/2020	59.85	59.85
1140*65460*10	WSHD	04/08/2020	25.00	25.00
1141*65460*13	WSHD	04/16/2020	10.00	10.00
1141*65460*13	WSHD	04/16/2020	10.00	10.00
1141*65460*13	WSHD	04/16/2020	5.58	5.58
1141*65460*13	WSHD	04/16/2020	9.68	9.68
1141*65460*13	WSHD	04/16/2020	12.00	12.00
1141*65460*13	WSHD	04/16/2020	10.00	10.00
1141*65460*13	WSHD	04/16/2020	10.44	10.44
1167*65460*4	WSHD	04/11/2020	92.26	71.22
1167*65460*4	WSHD	04/11/2020	86.84	86.84
1167*65460*4	WSHD	04/29/2020	518.26	433.32
1170*65460*4	WSHD	04/01/2020	36.23	36.23
1173*65460*3	WSHD	04/09/2020	18.66	18.66
2458*65460*3	WSHD	04/01/2020	6.36	6.36
2458*65460*3	WSHD	04/11/2020	40.00	40.00
2458*65460*3	WSHD	04/29/2020	10.00	10.00
2458*65460*3	WSHD	04/30/2020	6.36	6.36
2815*65460*3	WSHD	04/01/2020	1,173.43	990.22
2815*65460*3	WSHD	04/01/2020	138.90	138.90
2815*65460*3	WSHD	04/01/2020	25.00	25.00
23 invoices, 67 line items	***		5,570.49	5,049.90
Grand Totals			5,570.49	5,049.90

23 total invoices
67 total line items

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 Issued 05/13/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 04/13/20-04/13/20

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

Vendor #: 18651

GL #	Description	Amount
WSHD	Wshd	1,284.35
Expenditures		1,284.35
Reimb/Adjustments		
Grand Total		1,284.35

10 total invoices

GL Totals Detail
 Invoice #

GL #	Date in	Amt Billed	Amt Paid
1040*18651*39	04/13/2020	27.67	19.81
1040*18651*39	04/21/2020	94.33	45.63
1040*18651*39	04/21/2020	325.07	257.07
1086*18651*23	04/06/2020	82.24	40.01
1086*18651*23	04/06/2020	28.76	20.32
1086*18651*23	04/06/2020	19.50	19.50
1086*18651*23	04/06/2020	21.42	15.67
1093*18651*19	04/06/2020	46.24	22.94
1093*18651*19	04/08/2020	25.00	25.00
1095*18651*16	04/23/2020	48.61	24.12
1095*18651*16	04/23/2020	31.10	31.10
1095*18651*16	04/23/2020	13.30	7.75
1095*18651*16	04/23/2020	11.00	11.00
1095*18651*16	04/24/2020	45.99	45.21
1110*18651*19	04/18/2020	25.98	25.98
1110*18651*19	04/18/2020	14.50	14.50
1110*18651*19	04/18/2020	20.36	14.89
1110*18651*19	04/25/2020	75.16	36.73
1110*18651*19	04/25/2020	10.60	6.57
1115*18651*8	04/14/2020	88.55	42.93
1115*18651*8	04/14/2020	49.84	40.01
1115*18651*8	04/30/2020	138.50	66.08
1144*18651*8	04/14/2020	54.92	28.33
1144*18651*8	04/14/2020	53.12	26.35
1160*18651*6	04/08/2020	39.98	39.98
1160*18651*6	04/08/2020	38.51	38.51
1160*18651*6	04/08/2020	88.70	43.00
1169*18651*5	04/30/2020	153.42	72.98
1169*18651*5	04/30/2020	27.73	14.79
2942*18651*2	04/09/2020	194.97	154.67
2942*18651*2	04/09/2020	38.17	32.92

10 invoices, 31 line items

1,933.24

1,284.35

©IHS
Issued 05/13/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 04/13/20-04/13/20

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

Vendor #: 18651

Invoice #	GL #	Date in	Amt Billed	Amt Paid
Grand Totals			1,933.24	1,284.35

10 total invoices
31 total line items

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 04/15/20-04/15/20

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

Vendor #: 63614

GL #	Description	Amount
WSHD	Wshd	2,487.13
Expenditures		2,487.13
Reimb/Adjustments		
Grand Total		2,487.13

19 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2945*63614*5	WSHD	02/13/2020	323.00	0.00
036-2945*63614*6	WSHD	02/27/2020	451.00	0.00
1007*63614*4	WSHD	02/19/2020	1,189.00	0.00
1040*63614*20	WSHD	02/03/2020	2,520.00	604.80
1081*63614*19	WSHD	03/06/2020	391.00	0.00
1093*63614*9	WSHD	12/10/2019	1,695.00	0.00
1107*63614*6	WSHD	03/05/2020	424.00	0.00
1115*63614*1	WSHD	03/12/2020	4,612.00	1,106.88
1128*63614*5	WSHD	03/19/2020	1,123.00	0.00
1137*63614*16	WSHD	02/19/2020	2,219.00	0.00
1137*63614*17	WSHD	03/06/2020	1,045.00	0.00
1137*63614*18	WSHD	03/13/2020	2,017.06	484.09
1137*63614*19	WSHD	03/16/2020	1,045.00	0.00
1160*63614*3	WSHD	03/06/2020	323.00	77.52
1171*63614*3	WSHD	03/16/2020	630.00	0.00
1172*63614*5	WSHD	03/03/2020	591.00	0.00
1173*63614*1	WSHD	03/05/2020	323.00	77.52
1177*63614*1	WSHD	03/19/2020	568.00	136.32
2815*63614*2	WSHD	02/27/2020	501.00	0.00
19 invoices, 19 line items	***		21,990.06	2,487.13
Grand Totals			21,990.06	2,487.13

19 total invoices
19 total line items

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 04/15/20-04/15/20

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

Vendor #: 63615
 NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	699.00
Expenditures		699.00
Reimb/Adjustments		
Grand Total		699.00

22 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2945*63615*5	WSHD	02/13/2020	415.00	0.00
1072*63615*4	WSHD	02/23/2020	24.00	0.00
1072*63615*4	WSHD	02/23/2020	123.00	0.00
1072*63615*4	WSHD	02/23/2020	123.00	0.00
1072*63615*4	WSHD	02/23/2020	130.00	0.00
1072*63615*4	WSHD	02/23/2020	105.00	0.00
1072*63615*4	WSHD	02/23/2020	25.00	0.00
1072*63615*4	WSHD	02/23/2020	23.00	0.00
1072*63615*4	WSHD	02/24/2020	120.00	0.00
1072*63615*4	WSHD	02/24/2020	98.00	0.00
1081*63615*19	WSHD	03/09/2020	183.00	39.92
1107*63615*5	WSHD	03/05/2020	23.00	6.44
1107*63615*6	WSHD	03/05/2020	273.00	65.29
1115*63615*2	WSHD	03/12/2020	303.00	110.99
1128*63615*4	WSHD	03/19/2020	270.00	56.08
1128*63615*5	WSHD	03/19/2020	23.00	0.00
1128*63615*5	WSHD	03/19/2020	23.00	0.00
1128*63615*5	WSHD	03/19/2020	23.00	0.00
1128*63615*5	WSHD	03/19/2020	23.00	0.00
1137*63615*13	WSHD	02/24/2020	83.00	0.00
1137*63615*14	WSHD	03/16/2020	183.00	39.92
1137*63615*15	WSHD	03/06/2020	30.00	0.00
1137*63615*15	WSHD	03/06/2020	30.00	0.00
1137*63615*16	WSHD	03/13/2020	306.00	63.50
1137*63615*17	WSHD	03/13/2020	183.00	39.92
1137*63615*18	WSHD	03/06/2020	273.00	0.00
1137*63615*19	WSHD	03/16/2020	40.00	0.00
1137*63615*19	WSHD	03/16/2020	30.00	0.00
1160*63615*3	WSHD	03/06/2020	270.00	56.08
1171*63615*4	WSHD	03/16/2020	23.00	6.44
1171*63615*5	WSHD	03/16/2020	270.00	56.08
1171*63615*5	WSHD	03/16/2020	35.00	9.80
1172*63615*7	WSHD	03/03/2020	23.00	0.00
1173*63615*1	WSHD	03/05/2020	273.00	65.29

Issued 05/15/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 04/15/20-04/15/20

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

Vendor #: 63615
NPI: 1942241146

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1177*63615*1	WSHD	03/19/2020	273.00	65.29
1177*63615*1	WSHD	03/19/2020	45.00	17.96
2547*63615*1	WSHD	01/22/2020	153.00	0.00
22 invoices, 37 line items			4,853.00	699.00
Grand Totals			4,853.00	699.00

22 total invoices
37 total line items

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

Invoice # 69866

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

Date: 5/1/2020

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

Terms: Net receipt of invoice

RECEIVED
MAY -1 2020

Professional services for the month of June 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



IMPACTED BY COVID-19? WE CAN HELP! CALL, WRITE, OR EMAIL US FOR ASSISTANCE.

RECEIVED
MAY 14 2020

12503002036901



May 4, 2020

MONTHLY BILL

Name: SHERRY STERN
Account Number: 92 5529 5461

Payment Summary	
Last Payment Received	04/21/2020
Current Payment Due	\$150.14
Total Due by 05/25/2020	\$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	\$4,824.93	\$6.42	3.750%	\$90.67	\$90.67
*1001	11/29/2006	UNCNS	\$8,625.28	\$3,164.43	\$4.21	3.750%	\$59.47	\$59.47

Outstanding interest accrued as of 05/04/2020

*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
06/08/2020	\$7.50

ADDITIONAL LOAN DETAILS

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

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

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

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

Customer Statement

(IF LATE, SEE ABOVE)

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

Account Number:

Due Date:

Total Amount Due:

92 5529 5461

05/25/2020

\$

\$150.14

20201250192552954611000015014000000000000000006



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



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

©IHS
 Issued 05/14/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 04/14/20-04/14/20

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

Vendor #: 13632

GL #	Description	Amount
WSHD	Wshd	425.00
	Expenditures	425.00
	Reimb/Adjustments	
	Grand Total	425.00

5 total invoices

GL Totals Detail
Invoice #

Invoice #	GL #	Date in	Amt Billed	Amt Paid
YC06*13632*2	WSHD	04/02/2020	85.00	85.00
YC06*13632*3	WSHD	04/16/2020	85.00	85.00
YC06*13632*4	WSHD	04/30/2020	85.00	85.00
YC17*13632*8	WSHD	04/10/2020	85.00	85.00
YC17*13632*9	WSHD	04/24/2020	85.00	85.00
5 invoices, 5 line items	***		425.00	425.00
Grand Totals			425.00	425.00

5 total invoices
 5 total line items

©IHS
 Issued 05/14/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 04/14/20-04/14/20

Grace Nichols
 4347 Phelan Blvd Suite 104
 Beaumont, TX 77707

Vendor #: 63291

GL #	Description	Amount
WSHD	Wshd	510.00
	Expenditures	510.00
	Reimb/Adjustments	
	Grand Total	510.00

6 total invoices

GL Totals Detail
Invoice #

Invoice #	GL #	Date in	Amt Billed	Amt Paid
YC01*63291*4	WSHD	04/15/2020	85.00	85.00
YC13*63291*3	WSHD	04/08/2020	85.00	85.00
YC13*63291*4	WSHD	04/21/2020	85.00	85.00
YC14*63291*6	WSHD	04/09/2020	85.00	85.00
YC14*63291*7	WSHD	04/16/2020	85.00	85.00
YC14*63291*8	WSHD	04/30/2020	85.00	85.00
6 invoices, 6 line items	***		510.00	510.00
Grand Totals			510.00	510.00

6 total invoices
 6 total line items

BENCKENSTEIN & OXFORD, L.L.P.

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

Hubert Oxford, IV

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

hoxfordiv@benoxford.com

May 20, 2020

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

Re: Winnie Stowell Hospital District; Billable Invoice for January 2020 Time Entries
less Retainer; Our File No. 87250.

Dear President Murrell,

Attached, please find Benckenstein & Oxford's monthly time entry invoice for January 2020. This invoice is for \$15,025.00 but the amount due is \$14,025 after reducing the invoice by \$1,000.00 for the monthly retainer already paid.

Will you please review and let me know if there are any questions? If not, we would appreciate your payment of this invoice in the amount of \$14,025.00 representing the balance owed for February 2020.

With best wishes, I am

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: _____
Hubert Oxford, IV

Enclosure

Benckenstein & Oxford, L.L.P.

3535 Calder Avenue, Suite 300
Beaumont, TX 77706

May 20, 2020

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

INVOICE #: 49752 **HOIV**
Billed through: February 28, 2020
Client/Matter #: WSHD 87250

RE: Winnie-Stowell Hospital District

PROFESSIONAL SERVICES RENDERED

02/03/20	HOIV	Prepared e-mail to Indigent Care Committee and staff advising of status of contract discussions with Scriptcare.	0.40 hrs
02/04/20	HOIV	Met with Riceland Hospital to discuss Indigent Care Agreement and local pharmacy to discuss concerns with using a Prescription Benefit Manager.	4.00 hrs
02/04/20	HOIV	Read, reviewed, and analyzed Excel spreadsheet prepared by Indigent Care Coordinator regarding expenses incurred at UTMB in anticipation of meeting with Hospital.	0.70 hrs
02/04/20	HOIV	Reviewed DY-9 Uncompensated Care spreadsheet and exchanged three (3) e-mails with Hospital and staff discussing IGT for DY-9 due date.	0.70 hrs
02/05/20	HOIV	Prepared and submitted revisions regarding compensation time to Personnel manual for staff to review.	1.60 hrs
02/05/20	HOIV	Received e-mail from Indigent Care Coordinator with concerns by Wilcox pharmacy; exchanged multiple conference calls with Scriptcare and Coordinator to discuss the concerns; and reviewed and responded to e-mail by Scriptcare following the discussion of the concerns.	2.40 hrs
02/06/20	HOIV	Reviewed staff's e-mail regarding PMB and the prescription drug supply chain; participated in multiple conference calls with Script Care to receive answers to various questions; and prepared an extensive e-mail to staff and Script Care clarifying acronyms, process used to determine drug pricing, and to answer questions raised by local pharmacist.	3.40 hrs
02/06/20	HOIV	Exchanged six (6) e-mails with staff and Managers regarding Component 2 payment for December 2019.	0.30 hrs
02/06/20	HOIV	Read and reviewed two (2) e-mails and attachments to e-mails from staff and LTC Group regarding Year 3 Quarter 1 Comp 3,4,lapse fund distribution calculation and confirmed payment to Managers was correct.	1.20 hrs
02/07/20	HOIV	Made revisions to proposed Indigent Care Agreement pursuant to meeting with Hospital and Indigent Care Committee and circulated to Hospital for review.	0.80 hrs
02/07/20	HOIV	Worked with staff to verify upcoming wire transfers to pay QIPP Y3 Qtr 1	2.30 hrs

Comps 3, 4 & Non-dispersed funds (lapse); interest; and LTC Group.

02/12/20	HOIV	Received e-mail from Superintendent of ECISD regarding budget request; researched prior minutes and updated Interlocal Agreement; and drafted e-mail response to ECISD suggesting a plan of action to present request to the District's Board.	0.70 hrs
02/12/20	HOIV	Read and reviewed e-mail with CMS penalty for Spring Branch.	0.30 hrs
02/14/20	HOIV	Made additional revisions to Personnel Policy to regarding Compensatory Time, Overtime, and PTO sections and submitted to staff for review.	1.20 hrs
02/14/20	HOIV	Began preparing draft set of Minutes for the January 15, 2020 Regular meeting.	5.40 hrs
02/14/20	HOIV	Worked with staff to prepare and modify agenda for upcoming February 2020 Regular Meeting.	0.30 hrs
02/14/20	HOIV	Prepared e-mail to Scriptcare requesting answers to questions raised by local pharmacy and then exchanged two (2) e-mails and two (2) conference calls with Scriptcare regarding the same.	0.80 hrs
02/17/20	HOIV	Continued and finalized draft set of Minutes for the January 15, 2020 Regular meeting.	2.50 hrs
02/17/20	HOIV	Worked with LTC Group to model IGTs, QIPP revenue, and Cash Flow to assess increasing the line of credit and decreasing cost.	3.30 hrs
02/17/20	HOIV	Read, reviewed, and responded to eight (8) e-mails between Staff and Scriptcare regarding payments less than cost to pharmacy.	1.00 hrs
02/18/20	HOIV	Exchanged three (3) e-mails with Allegiance giving notice of potential increase in line of credit along with a detailed explanation; and responded to questions regarding the same.	0.80 hrs
02/18/20	HOIV	Received notice of penalty by HHSC for Marshall Manor fine and exchanged five (5) e-mails with Counsel for Marshal Manor and Staff regarding the status of receiving a final fine amount.	0.40 hrs
02/19/20	HOIV	Prepared for and attended Regular Monthly meeting.	3.50 hrs
02/19/20	HOIV	Worked extensively with staff to assist with the financial report and assembly of the Board Binder; and analyzed financial report to assess funds available funds for transfer to CD.	3.50 hrs
02/19/20	HOIV	Exchanged five (5) e-mails with LTC discussing formulas used in master spreadsheet regarding loan amounts for upcoming QIPP, Year 4 IGTs when considering using the District's increased line of credit.	1.30 hrs
02/19/20	HOIV	Exchanged five (5) e-mails with Auditor to receive and review 2019 Audit Engagement Letter and 2018 Management Letter and Invoice.	0.80 hrs
02/24/20	HOIV	Received a request from Salt Creek Capital for an account reconciliation and then worked with staff to update monthly financial report to account for money in Interbank accounts; created a cash flow chart; corrected errors in formulas used to determine cash available to District; and prepared a response	3.10 hrs

		to the e-mail.	
02/24/20	HOIV	Worked with Indigent Care Coordinator on researching potential formularies to use for Prescription Drug Plan.	1.40 hrs
02/26/20	HOIV	Received detailed agenda from Indigent Care Director for Indigent Care Committee meeting; reviewed and revised the agenda; discussed agenda with Indigent Care Director; and researched agreements to provide prescription drug benefits.	3.40 hrs
02/26/20	HOIV	Participated in Indigent Care Committee to discuss Pharmaceutical Agreements and various issues involving ICAP Program.	2.10 hrs
02/27/20	HOIV	Gathered attachments for First Amended Indigent Care Agreement and worked on revisions to First Amended Indigent Care Agreement and prepared e-mail to Hospital attorney and staff explaining the proposed changes.	1.20 hrs
02/27/20	HOIV	Prepared e-mail to staff with priority of projects to complete.	0.40 hrs
02/27/20	HOIV	Reviewed Interlocal Agreement with East Chambers Independent School District and researched their internet site to locate financials statements and then prepared two e-mails asking for a meeting between staff and Superintendent to discuss the School District's request to amend their budget.	1.40 hrs
02/27/20	HOIV	Prepared e-mail to potential nurse practitioner to explain the District's purpose and to inquire about assisting with issuing reports/recommendations on referrals to UTMB.	0.70 hrs
02/27/20	HOIV	Began review of upcoming November 3, 2020 election dates and prepared e-mail to District clerk regarding initial election deadlines; and docket the deadlines.	1.30 hrs
02/27/20	HOIV	Prepared a "to do" list for work to be completed with Indigent Care Coordinator.	0.30 hrs
02/28/20	HOIV	Received and reviewed e-mail from HMG regarding large fine issued against HMG Westchase facility; participated in two conference calls with HMG and HMG's Counsel to discuss the basis for the fine and exchanged four (4) e-mails regarding the same.	1.20 hrs
		Total fees for this matter	\$15,025.00

BILLING SUMMARY:

Oxford, IV Hubert	60.10 hrs @	\$250.00 /hr	\$15,025.00
TOTAL FEES			\$15,025.00
TOTAL CHARGES FOR THIS INVOICE			\$15,025.00
RETAINER			\$1,000.00 CR
TOTAL BALANCE NOW DUE			\$14,025.00

BENCKENSTEIN & OXFORD, L.L.P.

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

Hubert Oxford, IV

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

hoxfordiv@benoxford.com

May 8, 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 April 15, 2020 and April 3, 2020 Special Meeting; Our File No. 87250.

Dear President Murrell,

Attached, please find the draft minutes for the Regular Meeting on April 15, 2020 and April 3, 2020 Special Meeting. After you have had a chance to review these minutes, please let me know if there are any changes that need to be made.

Also, please allow this letter to serve as a *partial invoice* for \$1,000.00 representing the retainer for work performed in April 2020. We would request that you put this invoice in line for payment at the April 15, 2020 Regular Meeting and we will give the District credit for the \$1,000.00 payment when we submit the hourly invoice for April 2019.

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

With best wishes, I am

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

Hubert Oxford, IV

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

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

RECEIVED
MAY 18 2020

05/18/2020

Invoice # 21996

Professional Services

	<u>Amount</u>
05/18/20 4-3-20 Review board packet and info for special meeting. .50 Hrs.	2,593.75
4-3-20 Discuss Stimulus payments and various programs .50 Hrs.	
4-6-20 Prepare and review Hospital Grant provisions. (Go To Meeing) 1.50 Hrs.	
4-7-20 Meet with Finance Committee and discuss Dep of Agric. Grant. 1.25 Hrs.	
4-7-20 Work on Insurance application and other reports. 3.00 Hrs.	
4-9-20 Assist with completion and submission of Grant Application. .75 Hrs.	
4-9-20 Review agenda items & notes. .50 Hrs.	
4-13-20 Reports, prepare for meeting , review bank recs and financial reports and gather audit requests. 4.25 Hrs.	
4-15-20 Make adjustments & review reports. Attend meeting. 4.00 Hrs.	
4-29-20 Additional auditor requests & assist with quickbook issues. Prepare quarterly payroll reports (941, TWC) 4.50 Hrs.	

Winnie Stowell Hospital District

Page 2

Amount

Total 20.75 Hrs. @ \$125.00 = \$2,593.75

For professional services rendered

\$2,593.75

Balance due

\$2,593.75

Invoices Due Upon Receipt

Exhibit “B”

WSHD Indigent Care Director Report
2020 YTD Expenditures Worksheet

	March			
Indigent Clients:	Indigent Clients: 62			
Youth Counseling:	Youth Counseling: 11			
SUMMARY BY FACILITY	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Winnie Community Hospital	\$38,759.00	\$16,853.57	39.54%	\$16,853.57
Pharmacy Total	\$10,149.21	\$8,543.26	20.04%	\$8,543.26
UTMB Total	\$84,876.90	\$16,466.43	38.63%	\$16,466.43
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00
Contract C-Pap Provider	\$0.00	\$0.00	0.00%	\$0.00
Youth Counseling	\$765.00	\$765.00	1.79%	\$765.00
Grand Totals	\$134,550.11	\$42,628.26		\$42,628.26

	April			
Indigent Clients:	Indigent Clients: 58			
Youth Counseling:	Youth Counseling: 11			
SUMMARY BY FACILITY	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Winnie Community Hospital	\$49,588.00	\$19,976.56	65.64%	\$19,976.56
Pharmacy Total	\$7,503.73	\$6,334.25	20.81%	\$6,334.25
UTMB Total	\$26,843.06	\$3,186.13	10.47%	\$3,186.13
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00
Contract C-Pap Provider	\$0.00	\$0.00	0.00%	\$0.00
Youth Counseling	\$935.00	\$935.00	3.07%	\$935.00
Grand Totals	\$84,869.79	\$30,431.94		\$30,431.94

	Year to Date			
Clients Enrolled:	83	Average Clients:	64	
YC Enrolled:	13	Average Clients:	10	
SUMMARY BY FACILITY	Billed Amount	Medicaid Rate*	% of Services	Actually Paid
WCH LUMP SUM Balance Tracking				
LUMP SUM = \$196,669.36 -YTD MCD Rate = \$108,518.38				
Winnie Community Hospital	\$213,645.57	\$88,150.98	52.80%	\$88,150.98
Pharmacy Total	\$37,167.05	\$30,836.01	18.47%	\$30,836.01
UTMB Total	\$195,099.41	\$45,012.26	26.96%	\$45,012.26
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00
Contract C-Pap Provider	\$400.00	\$400.00	0.24%	\$400.00
Youth Counseling	\$2,550.00	\$2,550.00	1.53%	\$2,550.00
Grand Totals	\$448,862.03	\$166,949.25	100%	\$166,949.25

SUMMARY BY PROVIDER	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Pharmacy	\$10,149.21	\$8,543.26	20.04%	\$8,543.26
Brookshire Brothers Pharmacy Corp	\$8,299.88	\$7,518.59	17.64%	\$7,518.59
Wilcox Pharmacy	\$1,849.33	\$1,024.67	2.40%	\$1,024.67
WCH	\$38,759.00	\$16,853.57	39.54%	\$16,853.57
WCH Clinic	\$800.00	\$328.00	0.77%	\$328.00
WCH Observation	\$0.00	\$0.00	0.00%	\$0.00
WCH ER	\$15,213.00	\$6,237.33	14.63%	\$6,237.33
WCH Lab/Xray	\$0.00	\$0.00	0.00%	\$0.00
WCH CT Scan	\$0.00	\$0.00	0.00%	\$0.00
WCH Labs	\$8,677.00	\$3,557.57	8.35%	\$3,557.57
WCH Xray	\$4,764.00	\$1,953.24	4.58%	\$1,953.24
WCH Lab/Xray Reading	\$1,851.00	\$677.73	1.59%	\$677.73
WCH Inpatient	\$7,454.00	\$4,099.70	9.62%	\$4,099.70
WCH Physical Therapy	\$0.00	\$0.00	0.00%	\$0.00
WCH Ultrasound	\$0.00	\$0.00	0.00%	\$0.00
UTMB	\$84,876.90	\$16,466.43	38.63%	\$16,466.43
UTMB Physician Services	\$13,510.00	\$1,549.90	3.64%	\$1,549.90
UTMB Anesthesia	\$854.00	\$0.00	0.00%	\$0.00
UTMB In-Patient	\$0.00	\$0.00	0.00%	\$0.00
UTMB Outpatient	\$70,512.90	\$14,916.53	34.99%	\$14,916.53
UTMB Lab&Xray	\$0.00	\$0.00	0.00%	\$0.00
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00
UTMB ER Physician-Barrier Reef	\$0.00	\$0.00	0.00%	\$0.00
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
Youth Counseling	\$765.00	\$765.00	1.79%	\$765.00
Grace Nichols	\$425.00	\$425.00	0.84%	\$425.00
Penelope Butler	\$340.00	\$340.00	0.67%	\$340.00
Alliance Medical Supply (C-PAP)	\$0.00	\$0.00	0.00%	\$0.00
Grant Totals	\$134,550.11	\$42,628.26		\$42,628.26

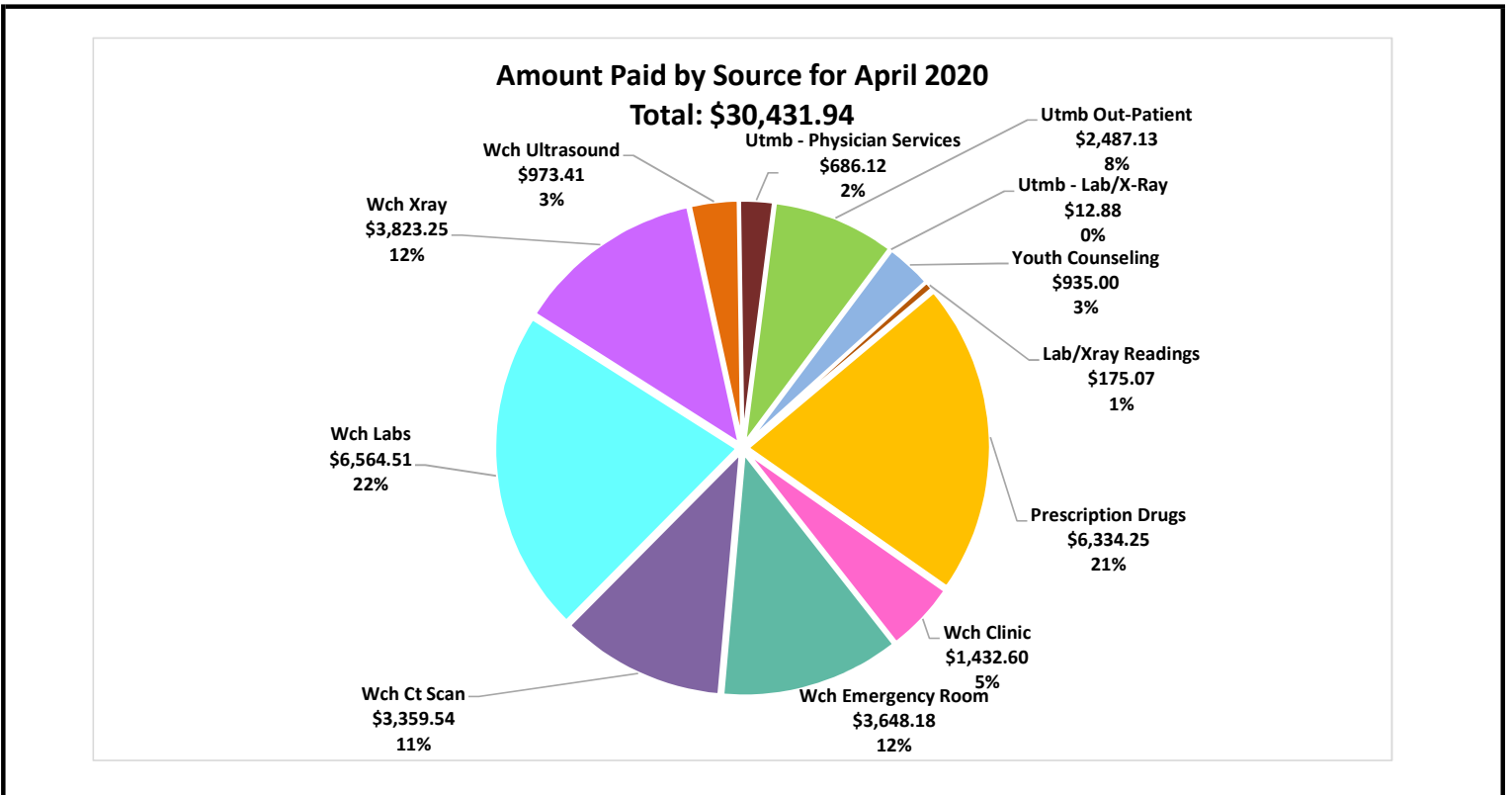
SUMMARY BY PROVIDER	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Pharmacy	\$7,503.73	\$6,334.25	20.81%	\$6,334.25
Brookshire Brothers Pharmacy Corp	\$5,570.49	\$5,049.90	16.59%	\$5,049.90
Wilcox Pharmacy	\$1,933.24	\$1,284.35	4.22%	\$1,284.35
WCH	\$49,588.00	\$19,976.56	65.64%	\$19,976.56
WCH Clinic	\$3,819.00	\$1,432.60	4.71%	\$1,432.60
WCH Observation	\$0.00	\$0.00	0.00%	\$0.00
WCH ER	\$8,898.00	\$3,648.18	11.99%	\$3,648.18
WCH Lab/Xray	\$0.00	\$0.00	0.00%	\$0.00
WCH CT Scan	\$8,194.00	\$3,359.54	11.04%	\$3,359.54
WCH Labs	\$16,011.00	\$6,564.51	21.57%	\$6,564.51
WCH Xray	\$9,325.00	\$3,823.25	12.56%	\$3,823.25
WCH Lab/Xray Reading	\$427.00	\$175.07	0.58%	\$175.07
WCH Inpatient	\$0.00	\$0.00	0.00%	\$0.00
WCH Physical Therapy	\$0.00	\$0.00	0.00%	\$0.00
WCH Ultrasound	\$2,914.00	\$973.41	3.20%	\$973.41
UTMB	\$26,843.06	\$3,186.13	10.47%	\$3,186.13
UTMB Physician Services	\$3,791.00	\$686.12	2.25%	\$686.12
UTMB Anesthesia	\$0.00	\$0.00	0.00%	\$0.00
UTMB In-Patient	\$0.00	\$0.00	0.00%	\$0.00
UTMB Outpatient	\$21,990.06	\$2,487.13	8.17%	\$2,487.13
UTMB Lab&Xray	\$1,062.00	\$12.88	0.04%	\$12.88
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00
UTMB ER Physician-Barrier Reef	\$0.00	\$0.00	0.00%	\$0.00
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
Youth Counseling	\$935.00	\$935.00	3.07%	\$935.00
Grace Nichols	\$510.00	\$510.00	1.68%	\$510.00
Penelope Butler	\$425.00	\$425.00	1.40%	\$425.00
Alliance Medical Supply (C-PAP)	\$0.00	\$0.00	0.00%	\$0.00
Grant Totals	\$84,869.79	\$30,431.94		\$30,431.94

SUMMARY BY PROVIDER	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Pharmacy	\$37,167.05	\$30,836.01	18.47%	\$30,836.01
Brookshire Brothers Pharmacy Corp	\$28,982.51	\$25,838.05	15.48%	\$25,838.05
Wilcox Pharmacy	\$8,184.54	\$4,997.96	2.99%	\$4,997.96
WCH	\$213,645.57	\$88,150.98	52.80%	\$88,150.98
WCH Clinic	\$21,805.17	\$8,755.61	5.24%	\$8,755.61
WCH Observation	\$0.00	\$0.00	0.00%	\$0.00
WCH ER	\$63,881.00	\$26,191.21	15.69%	\$26,191.21
WCH Lab/Xray	\$16,615.40	\$6,812.31	4.08%	\$6,812.31
WCH CT Scan	\$22,176.00	\$9,092.16	5.45%	\$9,092.16
WCH Labs	\$41,009.00	\$16,813.69	10.07%	\$16,813.69
WCH Xray	\$30,052.00	\$12,321.34	7.38%	\$12,321.34
WCH Lab/Xray Reading	\$6,319.00	\$2,509.45	1.50%	\$2,509.45
WCH Inpatient	\$7,454.00	\$4,099.70	2.46%	\$4,099.70
WCH Physical Therapy	\$0.00	\$0.00	0.00%	\$0.00
WCH Ultrasound	\$4,334.00	\$1,555.51	0.93%	\$1,555.51
UTMB	\$195,099.41	\$45,012.26	26.96%	\$45,012.26
UTMB Physician Services	\$26,127.00	\$4,102.11	2.46%	\$4,102.11
UTMB Anesthesia	\$4,988.00	\$2,669.08	1.60%	\$2,669.08
UTMB In-Patient	\$34,675.23	\$12,829.83	7.68%	\$12,829.83
UTMB Outpatient	\$128,121.18	\$25,363.08	15.19%	\$25,363.08
UTMB Lab&Xray	\$1,188.00	\$48.16	0.03%	\$48.16
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00
UTMB ER Physician-Barrier Reef	\$0.00	\$0.00	0.00%	\$0.00
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
Youth Counseling	\$2,550.00	\$2,550.00	1.53%	\$2,550.00
Grace Nichols	\$1,445.00	\$1,445.00	0.87%	\$1,445.00
Penelope Butler	\$1,105.00	\$1,105.00	0.66%	\$1,105.00
Alliance Medical Supply (C-PAP)	\$400.00	\$400.00	0.24%	\$400.00
Grant Totals	\$448,862.03	\$166,949.25		\$166,949.25

**WSHD Indigent Care Director Report
Apr 2020 SOURCE CODE REPORT**

Source Totals for Batch Dates 04/01/2020 through 04/30/2020 for All Vendors

Source	Description	Amount Billed	Amount Paid	% of Total
02	Prescription Drugs	\$7,503.73	\$6,334.25	20.81%
21	Wch Clinic	\$3,819.00	\$1,432.60	4.71%
23	Wch Emergency Room	\$8,898.00	\$3,648.18	11.99%
24	Wch Ct Scan	\$8,194.00	\$3,359.54	11.04%
27	Wch Labs	\$16,011.00	\$6,564.51	21.57%
28	Wch Xray	\$9,325.00	\$3,823.25	12.56%
31	Wch Ultrasound	\$2,914.00	\$973.41	3.20%
31-1	Utmb - Physician Services	\$3,791.00	\$686.12	2.25%
34	Utmb Out-Patient	\$21,990.06	\$2,487.13	8.17%
38	Utmb - Lab/X-Ray	\$1,062.00	\$12.88	0.04%
39	Youth Counseling	\$935.00	\$935.00	3.07%
44	Lab/Xray Readings	\$427.00	\$175.07	0.58%
Expenditures/Reimbursements/Adjustments		\$84,869.79	\$30,431.94	0%
Grand Total		\$84,869.79	\$30,431.94	100.00%



WSHD Indigent Care Director Report
2020 YTD Expenditures Worksheet

March				
Indigent Clients:	Indigent Clients: 62			
Youth Counseling:	Youth Counseling: 11			
SUMMARY BY FACILITY	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Winnie Community Hospital	\$38,759.00	\$16,853.57	39.54%	\$16,853.57
Pharmacy Total	\$10,149.21	\$8,543.26	20.04%	\$8,543.26
UTMB Total	\$84,876.90	\$16,466.43	38.63%	\$16,466.43
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00
Contract C-Pap Provider	\$0.00	\$0.00	0.00%	\$0.00
Youth Counseling	\$765.00	\$765.00	1.79%	\$765.00
Grand Totals	\$134,550.11	\$42,628.26		\$42,628.26

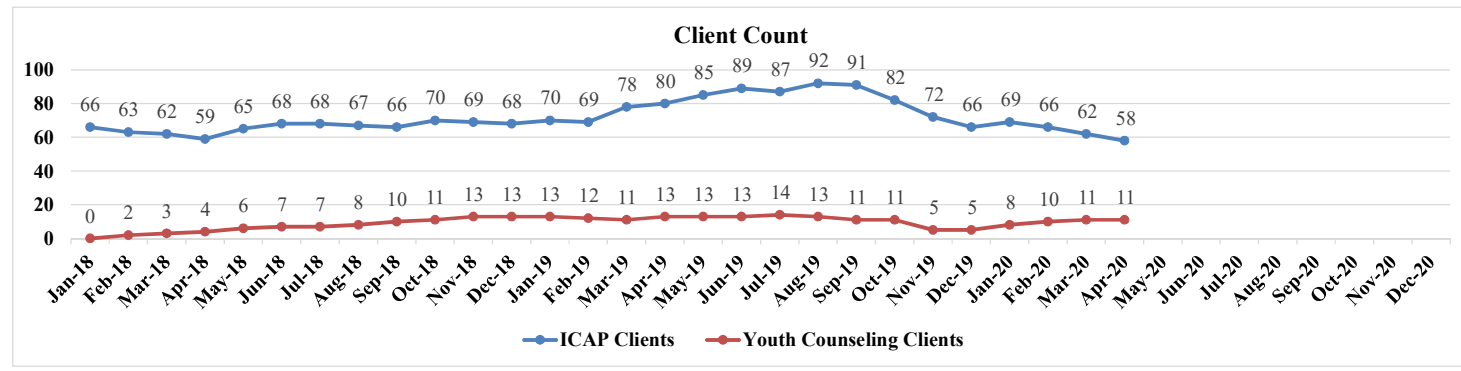
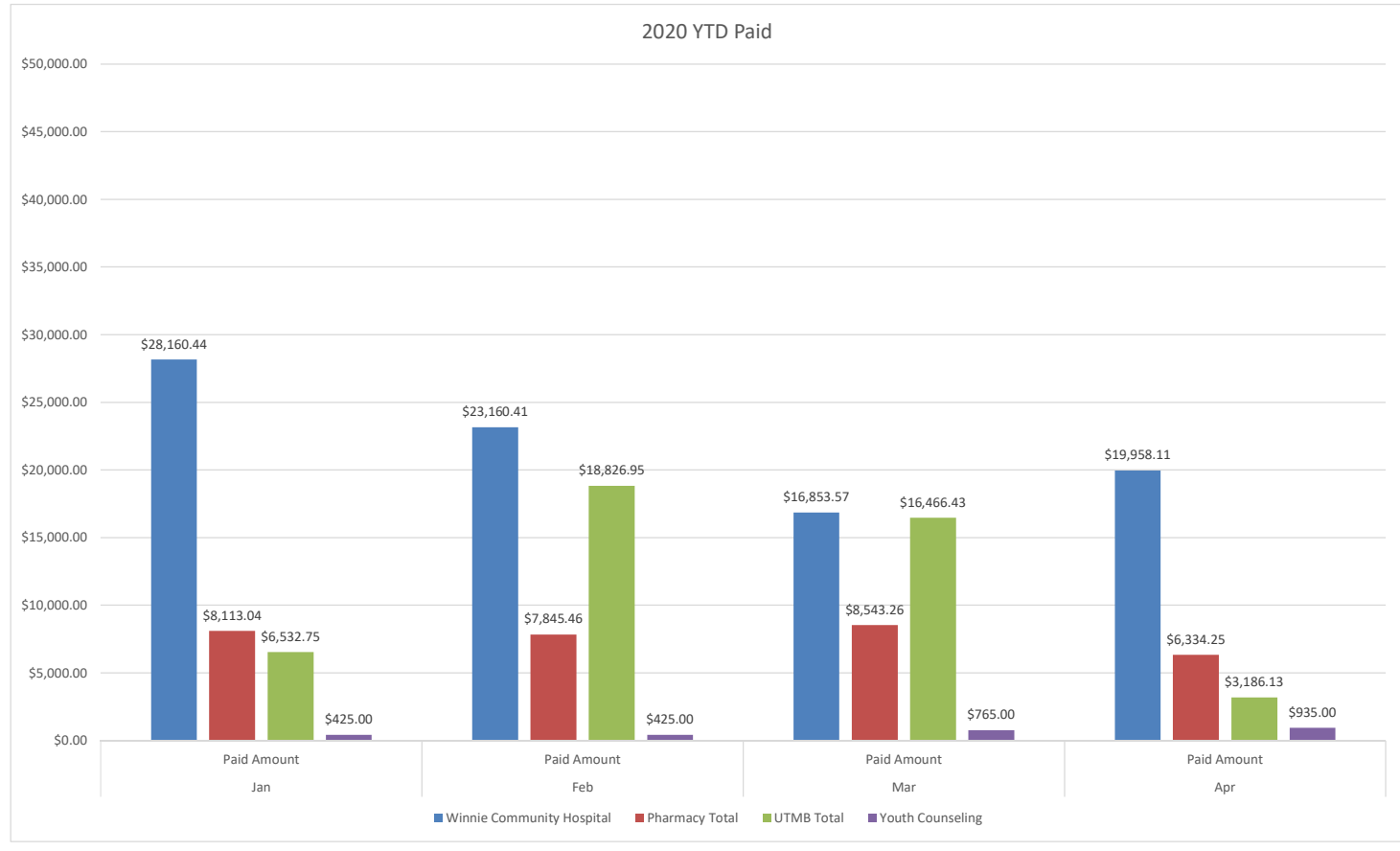
April				
Indigent Clients:	Indigent Clients: 58			
Youth Counseling:	Youth Counseling: 11			
SUMMARY BY FACILITY	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Winnie Community Hospital	\$49,588.00	\$19,976.56	65.64%	\$19,976.56
Pharmacy Total	\$7,503.73	\$6,334.25	20.81%	\$6,334.25
UTMB Total	\$26,843.06	\$3,186.13	10.47%	\$3,186.13
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00
Contract C-Pap Provider	\$0.00	\$0.00	0.00%	\$0.00
Youth Counseling	\$935.00	\$935.00	3.07%	\$935.00
Grand Totals	\$84,869.79	\$30,431.94		\$30,431.94

Year to Date				
Clients Enrolled:	83	Average Clients:		64
YC Enrolled:	13	Average Clients:		10
Billed Amount	Medicaid Rate*	% of Services	Actually Paid	
WCH LUMP SUM Balance Tracking				
LUMP SUM = \$196,669.36 -YTD MCD Rate = \$108,518.38				
\$213,645.57	\$88,150.98	52.80%	\$88,150.98	
\$37,167.05	\$30,836.01	18.47%	\$30,836.01	
\$195,099.41	\$45,012.26	26.96%	\$45,012.26	
\$0.00	\$0.00	0.00%	\$0.00	
\$400.00	\$400.00	0.24%	\$400.00	
\$2,550.00	\$2,550.00	1.53%	\$2,550.00	
\$448,862.03	\$166,949.25	100%	\$166,949.25	

SUMMARY BY PROVIDER	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Pharmacy	\$10,149.21	\$8,543.26	20.04%	\$8,543.26
Brookshire Brothers Pharmacy Corp	\$8,299.88	\$7,518.59	17.64%	\$7,518.59
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WCH	\$38,759.00	\$16,853.57	39.54%	\$16,853.57
WCH Clinic	\$800.00	\$328.00	0.77%	\$328.00
WCH Observation	\$0.00	\$0.00	0.00%	\$0.00
WCH ER	\$15,213.00	\$6,237.33	14.63%	\$6,237.33
WCH Lab/Xray	\$0.00	\$0.00	0.00%	\$0.00
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WCH Labs	\$8,677.00	\$3,557.57	8.35%	\$3,557.57
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WCH Inpatient	\$7,454.00	\$4,099.70	9.62%	\$4,099.70
WCH Physical Therapy	\$0.00	\$0.00	0.00%	\$0.00
WCH Ultrasound	\$0.00	\$0.00	0.00%	\$0.00
UTMB	\$84,876.90	\$16,466.43	38.63%	\$16,466.43
UTMB Physician Services	\$13,510.00	\$1,549.90	3.64%	\$1,549.90
UTMB Anesthesia	\$854.00	\$0.00	0.00%	\$0.00
UTMB In-Patient	\$0.00	\$0.00	0.00%	\$0.00
UTMB Outpatient	\$70,512.90	\$14,916.53	34.99%	\$14,916.53
UTMB Lab&Xray	\$0.00	\$0.00	0.00%	\$0.00
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00
UTMB ER Physician-Barrier Reef	\$0.00	\$0.00	0.00%	\$0.00
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
Youth Counseling	\$765.00	\$765.00	1.79%	\$765.00
Grace Nichols	\$425.00	\$425.00	0.84%	\$425.00
Penelope Butler	\$340.00	\$340.00	0.67%	\$340.00
Alliance Medical Supply (C-PAP)	\$0.00	\$0.00	0.00%	\$0.00
Grant Totals	\$134,550.11	\$42,628.26		\$42,628.26

SUMMARY BY PROVIDER	Billed Amount	Medicaid Rate	% of Services	Actually Paid
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WCH Clinic	\$3,819.00	\$1,432.60	4.71%	\$1,432.60
WCH Observation	\$0.00	\$0.00	0.00%	\$0.00
WCH ER	\$8,898.00	\$3,648.18	11.99%	\$3,648.18
WCH Lab/Xray	\$0.00	\$0.00	0.00%	\$0.00
WCH CT Scan	\$8,194.00	\$3,359.54	11.04%	\$3,359.54
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UTMB Anesthesia	\$0.00	\$0.00	0.00%	\$0.00
UTMB In-Patient	\$0.00	\$0.00	0.00%	\$0.00
UTMB Outpatient	\$21,990.06	\$2,487.13	8.17%	\$2,487.13
UTMB Lab&Xray	\$1,062.00	\$12.88	0.04%	\$12.88
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00
UTMB ER Physician-Barrier Reef	\$0.00	\$0.00	0.00%	\$0.00
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
Youth Counseling	\$935.00	\$935.00	3.07%	\$935.00
Grace Nichols	\$510.00	\$510.00	1.68%	\$510.00
Penelope Butler	\$425.00	\$425.00	1.40%	\$425.00
Alliance Medical Supply (C-PAP)	\$0.00	\$0.00	0.00%	\$0.00
Grant Totals	\$84,869.79	\$30,431.94		\$30,431.94

SUMMARY BY PROVIDER	Billed Amount	Medicaid Rate	% of Services	Actually Paid
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WCH Labs	\$41,009.00	\$16,813.69	10.07%	\$16,813.69
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UTMB In-Patient	\$34,675.23	\$12,829.83	7.68%	\$12,829.83
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Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00
UTMB ER Physician-Barrier Reef	\$0.00	\$0.00	0.00%	\$0.00
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
Youth Counseling	\$2,550.00	\$2,550.00	1.53%	\$2,550.00
Grace Nichols	\$1,445.00	\$1,445.00	0.87%	\$1,445.00
Penelope Butler	\$1,105.00	\$1,105.00	0.66%	\$1,105.00
Alliance Medical Supply (C-PAP)	\$400.00	\$400.00	0.24%	\$400.00
Grant Totals	\$448,862.03	\$166,949.25		\$166,949.25



Hubert Oxford IV

From: Hubert Oxford IV
Sent: Thursday, May 14, 2020 12:36 PM
To: 'Patricia Ojeda'; 'Bobby Way'; 'rollojer@yahoo.com'
Cc: 'Sherrie Norris'
Subject: Questions re Indigent Care
Attachments: References to_ 25 TAC _ 14.201.DOCX; Mary-Kathryn-Zambrano-CIHCP-Eligibility.pdf; 1998 Legislative Study on Indigent Health Care Act.pdf; HFAP_Policy.pdf

Patricia,

I am writing in response to the two questions we discussed concerning the definition “medically necessary” indigent care healthcare services set forth in the District’s Indigent Care Assistance Program (“ICAP” or “Program”) and the retractive payment of medical invoices for new participants in the Program.

In regard to the first question, the issue is what is the scope and meaning of the term “Medically Necessary” as it relates to District’s decision to provide inpatient and outpatient healthcare services as provided for in the Program. The opinions/recommendation in this e-mail are due to the fact that there is no clear definition in either 1) District’s policy; 2) Chapter 61 of the Texas Health and Safety Code; 3) Texas Administrative Code, Section 25 TAC § 14.201; or the Handbook published by the Texas Health and Human Services Commission (“HHSC”).

By way of background, the District’s policy states in Section IX(A) that the Basic Services the District provides corresponds with 61.028 of the Indigent Health Care Act. These are as follows

1. Physician services include services ordered and performed by a physician that within the scope of practice of their profession as defined by state law.
2. Annual physical examinations once per calendar year by a physician or a physician assistant. Associated testing, such as mammograms, can be covered with a physician referral.
3. Immunizations that are administered by healthcare providers within the WSHD.
4. Medical screening services include blood pressure, blood sugar, and cholesterol screening.
5. Laboratory and x-ray services ordered and provided under the personal supervision of a physician in a setting other than a hospital (inpatient or outpatient).
6. Family planning services or preventive health care services that assist an individual in controlling fertility and achieving optimal reproductive and general health.
7. *Medically necessary* Skilled Nursing Facility (SNF) services ordered by a physician and provided in a SNF that provides daily services on an inpatient basis.
8. Prescriptions. This service includes up to three prescription drugs per month. New and refilled prescriptions count equally toward this three (3) prescription drugs per month total. Drugs must be prescribed by a physician or other practitioner within the scope of practice under law.

9. Rural Health Clinic services must be provided in a freestanding or hospital-based rural health clinic by a physician, a physician assistant, an advanced practice nurse, or a visiting nurse.
10. *Medically necessary* inpatient hospital services provided in an acute care hospital to hospital inpatients, by or under the direction of a physician, and for the care and treatment of patients.
11. *Medically necessary* outpatient hospital services must be and provided in an acute care hospital to hospital outpatients, by or under the direction of a physician, and must be diagnostic, therapeutic, or rehabilitative. Outpatient hospital services include hospital-based ambulatory surgical center (HASC) services.
12. Winnie-Stowell Hospital District ICAP shall provide for prescription medications purchased from contract providers within the boundaries of the WSDH (See XI(D). Prescription Drug Information).

Thereafter, in Section IX(C) of the Program sets Service Restrictions on the service “Within District” and “Outside District”. The test for the service restriction is whether the procedures are “Medically Necessary”. Yet, nowhere in the Policy, Chapter 61, or the Texas Administrative Code is there a definition of “Medically Necessary”. In researching a potential definition for this term, it appears that the term is most often defined to fit a purpose that is trying to be achieved. For example, in the insurance area, their definition of Medically Necessary is far more confined than the definition used by an organization seeking to obtain healthcare services.

One thing to note that is of interest, as it relates to Inpatient and Outpatient Hospital Services, the Texas Administrative Code, Section 25 TAC § 14.201 appears to create a distinction between the obligations of County Indigent Care Programs and Hospital District Indigent Care Programs. Specifically, the Code states the following:

Except as specified in the department-established service exclusions and limitations, **counties** are required to provide the following basic health care services to eligible households by reimbursing providers of services who meet the requirements of this chapter and the responsible county.

- (1) Inpatient hospital services. Services must be *medically necessary* and:
 - (A) provided in an acute care hospital;
 - (B) provided to hospital inpatients;
 - (C) provided by or under the direction of a physician; and
 - (D) provided for the care and treatment of patients.
- (2) Outpatient hospital services. Services must be *medically necessary* and:
 - (A) provided in an acute care hospital or hospital-based ambulatory surgical center;
 - (B) provided to hospital outpatients;
 - (C) provided by or under the direction of a physician; and
 - (D) are diagnostic, therapeutic, or rehabilitative.

Unlike Chapter 61, the language in the Administrative Code specifies that “**counties**” are required to provide the following hospital services and abide by the four (4) criteria for each category even though no criteria listed define medically necessary. Likewise, see the attached PowerPoint prepared by staff at the Texas Health and Human Services Commission. They too carry forward this them of a higher obligation by County programs compared to hospital district programs. Specifically, on Slide 8, staff at THHSC discuss the differences in obligations of a County Program and a hospital district by stating the following:

Services provided by entities may differ according to

Chapter 61.

- County programs shall provide all basic services;
- Hospital Districts and Public Hospitals shall endeavor to provide the same services as counties. They must provide the services outlined in the statute that created the district.
- 61.055 (c) – This section may not be construed to discharge a hospital district from its obligation to provide health care services required under the Texas Constitution and the statute creating the district.

Although quoted correctly, really the purpose of Section 61.055 is to provide that hospital district need to do their best to comply with the basic health care services required in Chapter 61 as compared with Counties who do not have an option but to comply. The reason being, Counties that reach a certain payment level (i.e., 10% of their revenue) for healthcare services are reimbursed by the State of Texas. Below is the complete text of Section 61.005:

Sec. 61.055. BASIC HEALTH CARE SERVICES PROVIDED BY HOSPITAL

DISTRICTS. (a) Except as provided by Subsection (b), a hospital district shall endeavor to provide the basic health care services a county is required to provide under Section 61.028, together with any other services required under the Texas Constitution and the statute creating the district.

(b) A hospital district shall coordinate the delivery of basic health care services to eligible residents and may provide any basic health care services the district was not providing on January 1, 1999, but only to the extent the district is financially able to do so.

(c) This section may not be construed to discharge a hospital district from its obligation to provide the health care services required under the Texas Constitution and the statute creating the district.

Therefore, given that the term Medically Necessary is undefined and thus open to interpretation and the fact that hospital districts are not under the same obligations as County programs, it is my opinion that the District consider the purpose of the Indigent Care act and consider the three (3) times the term is used in Basic Services to develop a definition so that the District can provide staff with method to make consistent decisions on healthcare treatment options. In so doing, I refer you to the 1998 House Committee on County Affairs House Subcommittee on Indigent Health Care report in which the first recommendation of the Committee was to “Modify the Act to reflect the shift in focus of health care delivery from acute care to primary and preventive care.” Thereafter, in 1999, the 71st Legislature considered this report and adopted many of the recommendations in HB 1398 including the current Section 61.028 Basic Health Care Services that discussed primary and preventative services.

With this in mind, I researched some definitions that I believe achieve the District’s intent for “Medically Necessary” services that the District could rely on when making an evaluation of the scope of the District’s services. In so doing, I found the following terms that come from the Uvalde Memorial Hospital’s Charity Care policy that I believe suit the District’s goal of providing the appropriate level of inpatient and outpatient healthcare services for health issues that are either life threatening or severely impact an ICAP participant’s life.

1. Medically Necessary: Hospital services or care rendered both outpatient and inpatient, to a patient in order to diagnose, alleviate, correct, cure, or prevent the onset or worsening of conditions that endanger life, cause suffering or pain, cause physical deformity or malfunction, threaten to cause or aggravate a handicap, or result in overall illness or infirmity.

2. Emergency Care: Immediate care that is necessary to prevent putting the patient's health in serious jeopardy, serious impairment to bodily functions, and/or serious dysfunction of any organs or body parts;
3. Urgent Care: Medically necessary care to treat medical conditions that are not immediately life-threatening, but could result in the onset of illness or injury, disability, death, or serious impairment or dysfunction if not treated within 12-24 hours.

In closing the discussion on the first question it is my recommendation that the Indigent Care Committee adopt these criteria as guidance for you to make an evaluation on coverage for Medically Necessary inpatient and outpatient services.

As to the second question, should the WSHD Indigent Care program provide retroactive coverage for clients that apply and have unpaid medical bills for any of the 3 months prior to their approval month? It is my opinion that there is nothing in the Statute or Administrative Code that requires the retractive payment of medical bills for three months. But, in both the THHSC Handbook and the District's policy, it is stated that "the applicant may be retroactively eligible in any of the three calendar months before the month the identifiable application is received if all eligibility criteria are met., or THHSC handbook that requires this." The use of "may" means the District has the option to cover retroactive expenses but it but are not required to so. In the spirit of fairness, I recommend that the Indigent Care Committee discuss this and consider the impact this provision has had in the past along with future uses of the provision (i.e., \$50,000.00 UTMB invoice within ninety (90) days of enrollment) and provide clear guidance.

Hopefully, this e-mail provides you with some guidance. Moving forward, I recommend meeting with the Committee and receiving their guidance after taking this e-mail into consideration.

Sincerely,

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Exhibit “C”

NOT ON MY WATCH!

\$500 Bonus/No Covid Cases as of May 31, 2020

FACILITY	FT EMPLOY	\$500 BONUS			HMG		Sabra / LTC		Winnie	
					100%	Actual-2020.5.1	100%	Actual-2020.5.1	100%	Actual-2020.5.1
Divided by Three (HMG, Sabra, and District)					100%	Actual-2020.5.1	100%	Actual-2020.5.1	100%	Actual-2020.5.1
PM Humble	77	\$38,500.00	\$38,500.00	100%	\$12,833.33	\$12,833.33	\$12,833.33	\$12,833.33	\$12,833.33	\$12,833.33
PM Tomball	83	\$41,500.00	\$41,500.00	100%	\$20,750.00	\$20,750.00	\$0.00	\$0.00	\$20,750.00	\$20,750.00
PM Westchase	79	\$39,500.00	\$39,500.00	100%	\$13,166.67	\$13,166.67	\$13,166.67	\$13,166.67	\$13,166.67	\$13,166.67
Willowbrook	73	\$36,500.00	\$36,500.00	100%	\$12,166.67	\$12,166.67	\$12,166.67	\$12,166.67	\$12,166.67	\$12,166.67
Totals-Maximum Exposu	312	\$156,000.00	\$156,000.00		\$58,916.67	\$58,916.67	\$38,166.67	\$38,166.67	\$58,916.67	\$58,916.67

\$250 Bonus/5 or less COVID 19 Cases as of May 31, 2020

FACILITY	FT EMPLOY	\$500 BONUS			HMG		Sabra / LTC		Winnie	
					100%	Actual-2020.5.1	100%	Actual-2020.5.1	100%	Actual-2020.5.1
Divided by Three (HMG, Sabra, and District)					100%	Actual-2020.5.1	100%	Actual-2020.5.1	100%	Actual-2020.5.1
PM Cypress Station	79	\$19,750.00	\$19,750.00	50%	\$13,166.67	\$6,583.33	\$13,166.67	\$6,583.33	\$13,166.67	\$6,583.33
PM The Woodlands	120	\$30,000.00	\$30,000.00	50%	\$30,000.00	\$15,000.00	\$0.00	\$0.00	\$30,000.00	\$15,000.00
PM Cyfair	94	\$23,500.00	\$23,500.00	50%	\$23,500.00	\$7,833.33	\$0.00	\$7,833.33	\$23,500.00	\$7,833.33
Deerbrook	75	\$18,750.00	\$18,750.00	50%	\$18,750.00	\$9,375.00	\$0.00	\$0.00	\$18,750.00	\$9,375.00
PM South Belt	89	\$22,250.00	\$22,250.00	50%	\$22,250.00	\$11,125.00	\$0.00	\$0.00	\$22,250.00	\$11,125.00
Totals 5 or less	199	\$114,250.00	\$114,250.00		\$107,666.67	\$49,916.67	\$13,166.67	\$14,416.67	\$107,666.67	\$49,916.67

\$0 Bonus/More than 5 COVID 19 Cases as of May 31, 2020

FACILITY	FT EMPLOY	\$500 BONUS			HMG		Sabra		Winnie	
					100%	Actual-2020.5.1	100%	Actual-2020.5.1	100%	Actual-2020.5.1
Divided by Three (HMG, Sabra, and District)					100%	Actual-2020.5.1	100%	Actual-2020.5.1	100%	Actual-2020.5.1
PM Conroe	100	\$25,000.00	More than 5 case	0%	\$16,666.67	\$0.00	\$16,666.67	\$0.00	\$16,666.67	\$0.00
PM Quail Valley	86	\$21,500.00	More than 5 case	0%	\$14,333.33	\$0.00	\$14,333.33	\$0.00	\$14,333.33	\$0.00
Friendship Haven	118	\$29,500.00	More than 5 case	0%	\$19,666.67	\$0.00	\$19,666.67	\$0.00	\$19,666.67	\$0.00
	304	\$76,000.00	\$0.00		\$50,666.67	\$0.00	\$50,666.67	\$0.00	\$50,666.67	\$0.00

HMG		Sabra		Winnie	
100%	Actual-2020.5.1	100%	Actual-2020.5.1	100%	Actual-2020.5.1
\$217,250.00	\$108,833.33	\$102,000.00	\$52,583.33	\$217,250.00	\$108,833.33

April 2020 Report

HMG		Sabra		Winnie	
100%	Actual-2020.5.1	100%	Actual-2020.5.1	100%	Actual-2020.5.1
\$209,416.67	\$137,166.67	\$117,666.67	\$60,416.67	\$209,416.67	\$137,166.67

Decrease in Exposure	\$28,333.33
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Exhibit “D”



DEPARTMENT OF HEALTH & HUMAN SERVICES

Relief Fund Payment Terms and Conditions

- The Payment means the funds received from the Public Health and Social Services Emergency Fund (“Relief Fund”). The Recipient means the healthcare provider, whether an individual or an entity, receiving the Payment.
- The Recipient certifies that it billed Medicare in 2019; provides or provided after January 31, 2020 diagnoses, testing, or care for individuals with possible or actual cases of COVID-19; is not currently terminated from participation in Medicare; is not currently excluded from participation in Medicare, Medicaid, and other Federal health care programs; and does not currently have Medicare billing privileges revoked.
- The Recipient certifies that the Payment will only be used to prevent, prepare for, and respond to coronavirus, and shall reimburse the Recipient only for health care related expenses or lost revenues that are attributable to coronavirus.
- The Recipient certifies that it will not use the Payment to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.
- The Recipient shall submit reports as the Secretary determines are needed to ensure compliance with conditions that are imposed on this Payment, and such reports shall be in such form, with such content, as specified by the Secretary in future program instructions directed to all Recipients.
- Not later than 10 days after the end of each calendar quarter, any Recipient that is an entity receiving more than \$150,000 total in funds under the Coronavirus Aid, Relief, and Economics Security Act (P.L. 116-136), the Coronavirus Preparedness and Response Supplemental Appropriations Act (P.L. 116-123), the Families First Coronavirus Response Act (P.L. 116-127), or any other Act primarily making appropriations for the coronavirus response and related activities, shall submit to the Secretary and the Pandemic Response Accountability Committee a report. This report shall contain: the total amount of funds received from HHS under one of the foregoing enumerated Acts; the amount of funds received that were expended or obligated for reach project or activity; a detailed list of all projects or activities for which large covered funds were expended or obligated, including: the name and description of the project or activity, and the estimated number of jobs created or retained by the project or activity, where applicable; and detailed information on any level of sub-contracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.
- The Recipient shall maintain appropriate records and cost documentation including, as applicable, documentation required by 45 CFR § 75.302 – Financial management and 45 CFR § 75.361 through 75.365 – Record Retention and Access, and other information required by future program instructions to substantiate the reimbursement of costs under



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this award. The Recipient shall promptly submit copies of such records and cost documentation upon the request of the Secretary, and Recipient agrees to fully cooperate in all audits the Secretary, Inspector General, or Pandemic Response Accountability Committee conducts to ensure compliance with these Terms and Conditions.

- The Secretary has concluded that the COVID-19 public health emergency has caused many healthcare providers to have capacity constraints. As a result, patients that would ordinarily be able to choose to receive all care from in-network healthcare providers may no longer be able to receive such care in-network. Accordingly, for all care for a possible or actual case of COVID-19, Recipient certifies that it will not seek to collect from the patient out-of-pocket expenses in an amount greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network Recipient.

The following statutory provisions also apply:

General Provisions in FY 2020 Consolidated Appropriation

SEC. 202. Executive Pay. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

SEC. 210. Funding Prohibition for Gun Control Advocacy. None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

SEC. 503. Lobbying

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local



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legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

SEC. 506. Prohibits Use of Federal Funds for Abortions.

(a) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.

(b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term “health benefits coverage” means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

SEC. 507 Limitations on Abortion Funding Prohibition

(a) The limitations established in the preceding section shall not apply to an abortion—

(1) if the pregnancy is the result of an act of rape or incest; or

(2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

(b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State’s or locality’s contribution of Medicaid matching funds).

(c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State’s or locality’s contribution of Medicaid matching funds).

(d)(1) None of the funds made available in this Act may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects



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any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

(2) In this subsection, the term “health care entity” includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

Prohibits Use of Funds for Embryo Research

SEC. 508. Prohibits Use of Funds for Embryo Research

(a) None of the funds made available in this Act may be used for—

(1) the creation of a human embryo or embryos for research purposes; or

(2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(b) For purposes of this section, the term “human embryo or embryos” includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

SEC. 509. Prohibits Promotion of Legalization of Controlled Substances

(a) None of the funds made available in this Act may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

SEC. 515. (b) Prohibits Asking Candidates for Federal Scientific Advisory Committees Their Political Affiliations; Prohibits Distribution of Intentionally False Information

(b) None of the funds made available in this Act may be used to disseminate information that is deliberately false or misleading.



SEC. 520. Pornography.

(a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

SEC. 521. Prohibits Funding ACORN or Its Affiliates or Subsidiaries. None of the funds made available under this or any other Act, or any prior Appropriations Act, may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

SEC. 527. Prohibits Federal Funding for Needle Exchange Except in Limited Circumstances. Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

Government-wide General Provisions

SEC. 718. Propaganda. No part of any appropriation contained in this or any other Act shall be used directly or indirectly, including by private contractor, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

SEC. 732. Privacy Act. None of the funds made available in this Act may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

SEC. 742. Confidentiality Agreements.

(a) None of the funds appropriated or otherwise made available by this or any other Act may be available for a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from



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lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

SEC. 743. Nondisclosure Agreements

(a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this SEC. 743. (a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”: *Provided*, That notwithstanding the preceding provision of this section, a nondisclosure policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that they do not bar disclosures to Congress, or



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to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

(b) A nondisclosure agreement may continue to be implemented and enforced notwithstanding subsection (a) if it complies with the requirements for such agreement that were in effect when the agreement was entered into.

(c) No funds appropriated in this or any other Act may be used to implement or enforce any agreement entered into during fiscal year 2014 which does not contain substantially similar language to that required in subsection (a).

SEC. 744. Unpaid Federal Tax Liability. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

SEC. 745. Criminal Felony Limitation. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

Other Appropriations Provisions

42 U.S.C. 289d note No funds appropriated under this Act or subsequent Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Acts shall be used by the National Institutes of Health, or any other Federal agency, or recipient of Federal funds on any project that entails the capture or procurement of chimpanzees obtained from the wild. For purposes of this section, the term ‘recipient of Federal funds’ includes private citizens, corporations, or other research institutions located outside of the United States that are recipients of Federal funds.

Other Statutory Provisions



Trafficking in Persons

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity.

- We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.



DEPARTMENT OF HEALTH & HUMAN SERVICES

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

Whistleblower Protections

You are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot

Program for Enhancement of Contractor Employee Whistleblower protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted

January 2,

2013) applies to this award.

Human Subjects Protections

If any activities under this project will involve human subjects in any research activities, you must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

Fraud, Abuse and Waste:

The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs.



DEPARTMENT OF HEALTH & HUMAN SERVICES

Your information will be reviewed promptly by a professional staff member. Due to the high volume of information that they receive, they are unable to reply to submissions. You may reach the OIG through various channels.

Internet: <https://forms.oig.hhs.gov/hotlineoperations/index.aspx>

Phone: 1-800-HHS-TIPS (1-800-447-8477)

Mail: US Department of Health and Human Services

Office of Inspector General

ATTN: OIG HOTLINE OPERATIONS

PO Box 23489

Washington, DC 20026

For additional information visit <https://oig.hhs.gov/fraud/report-fraud/index.asp>

ADDENDUM TO MANAGEMENT AGREEMENT

This Addendum is attached to and incorporated into the Management Agreement (“Agreement”) dated effective as of _____, by and between Winnie Stowell Hospital District (“Hospital District”), and _____, a _____ (“Manager”). Terms used in this Addendum with initial capital letters and not otherwise defined have the same meanings that they have in the Agreement. The effective date of this Addendum is April 15, 2020 (“Addendum Effective Date”).

WHEREAS, the District received funds from the Public Health and Social Services Emergency Fund (“Relief Fund”) in support of the national response to COVID-19 (“Coronavirus”) as provided for in the Coronavirus Aid, Relief, and Economic Security (CARES) Act (the “Act”);

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WHEREAS, within 30 days of receiving the payment, Hospital District must sign an attestation confirming receipt of the Relief Fund payment and agreeing to the terms and conditions of payment;

WHEREAS, Manager will be responsible for ensuring that the Relief Fund payment attributable to the Facility is utilized in accordance with, and the Facility complies with, the terms and conditions of the Relief Fund;

WHEREAS, Hospital District and Manager desire to enter into this Addendum outlining the terms and conditions of the Relief Fund as set forth herein;

NOW THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. On behalf of the District, Manager certifies to Hospital District that the Manager will comply with the Relief Fund Payment Terms and Condition set forth as Exhibit “A” and any subsequent changes thereof, including but not limited to the following criteria:

a. Manager billed Medicare in 2019; currently provides diagnoses, testing, or care for individuals with possible or actual cases of COVID-19; is not currently terminated from participation in Medicare; is not currently excluded from participation in Medicare, Medicaid, and other Federal health care programs; and does not currently have Medicare billing privileges revoked.

b. The Relief Fund payment will only be used to prevent, prepare for, and respond to Coronavirus, and shall reimburse Manager only for health care related expenses or lost revenues that are attributable to Coronavirus;

c. Manager will not use the Relief Fund payment to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse;

Field Code Changed

d. Manager, on behalf of Hospital District, shall submit reports as the Secretary of the Department of Health & Human Services (“Secretary”) determines are needed to ensure compliance with conditions that are imposed on the Relief Fund payment, and such reports shall be in such form, with such content, as specified by the Secretary in future program instructions directed to all recipients;

e. As applicable, not later than ten (10) days after the end of each calendar quarter, Manager shall submit to the Secretary and the Pandemic Response Accountability Committee a report on behalf of the Hospital, containing, containing: (i) the total amount of funds received from the Department of Health & Human Services under any act primarily making appropriations for the coronavirus response and related activities; (ii) the amount of funds received that were expended or obligated for each project or activity; (iii) a detailed list of all projects or activities for which large covered funds were expended or obligated, including: the name and description of the project or activity, and the estimated number of jobs created or retained by the project or activity, where applicable; and (iv) detailed information on any level of sub-contracts or subgrants awarded by the Manager or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 allowing aggregate reporting on awards below \$50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget;

f. Manager shall maintain appropriate records and cost documentation including, as applicable, documentation required by 45 CFR § 75.302 – Financial management and 45 CFR § 75.361 through 75.365 – Record Retention and Access, and other information required by future program instructions to substantiate the reimbursement of costs under the Relief Fund;

g. On behalf of the District, Manager shall promptly submit copies of such records and cost documentation upon the request of the Secretary, and Manager agrees to fully cooperate in all audits the Secretary, Inspector General, or Pandemic Response Accountability Committee conducts to ensure compliance with the Relief Fund terms and conditions; and

h. For all care for a possible or an actual case of COVID-19, Manager certifies that it will not seek to collect from the patient out-of-pocket expenses in an amount greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network provider.

2. Ratification and Affirmation of Management Agreement. Manager and Hospital District hereby confirm and ratify the terms, conditions and provisions of the Management Agreement, and the same shall remain in full force and effect as supplemented by this Addendum.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum as of the date first written above.

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Field Code Changed

WINNIE STOWELL HOSPITAL DISTRICT

By: _____
Mr. Edward Murrell,
President

By: _____
Name: _____
Its: _____

Field Code Changed

Exhibit “E”

Winnie-Stowell Hospital District			
Executive Summary of Nursing Home Monthly Site Visits			
April 2020			
Facility	Operator		Comments
Highland Park Care Center	Caring		Census: 81. The facility is following CDC guidelines regarding COVID-19. Resident temperatures are taken every shift and the facility has made a tablet available for residents to contact their families. The facility has adjusted their social activities to be done in the residents' rooms, including bingo and ice cream socials.
Spring Branch Transitional Care Center	Caring		Census: 194. The facility is currently in their survey window. There were no reportable incidents since the last visit. The facility was able to get twenty-five gallons of hand sanitizer from a local distillery, they are confident they have enough supplies at this time. The facility is having the staff bring their meals to the facility, this is preventing a staff member from leaving and coming into contact with someone who may have COVID-19.
Park Manor of Cyfair	HMG		Census: 108. The facility is currently in their survey window. There were no reportable incidents since the last visit. The facility is making any resident that comes from a hospital be quarantined for fourteen days. The facility is also assigning nurses to work the same halls on all shifts in order to prevent any cross contamination and to be able to track the genesis of an outbreak.
Park Manor of Cypress Station	HMG		Census: 80. Facility had their annual survey in October 2019, they will enter their survey window in July 2020. The facility has had one resident test positive for COVID-19, at the time of the visit it had been twelve days since the positive test. There is one other resident who has tested positive, but they are no longer in the facility. The nurses who work the "quarantine" hall are not permitted to go on any other halls.
Park Manor of Humble	HMG		Census: 76. The facility will be in their survey window in May 2020. There were no reportable incidents since the last visit. The facility has raised the pay for the staff who have volunteered to work the isolation wing of the facility. If a staff member has a temperature over 99 degrees, they are required to be away from the facility for 48 hours.

Park Manor of Westchase	HMG		Census: 97. The facility had their annual survey in February 2020, information about the survey was not available due to complications from COVID-19. There were no reportable incidents since the last visit. The facility is incentivizing the staff to keep COVID-19 out of the facility, they are offering all staff \$500 if there are no cases by May 31, there will also be a raffle for a new car.
Flatonia Oak Manor	Genesis		Census: 30. Facility had their infection control survey, they received two tags, both have been cleared and facilities' plan of correction has been accepted. There were no reportable incidents since the last visit. The facility is doing a good job managing during the pandemic, they are having to pay overtime as they are limiting who can come into the facility. Ms. Reyes has formally been given the role of the administrator; this should be great for the facility.
Oakland Manor	Genesis		Census: 45. State was in the facility for a health inspection survey, the facility received zero citations. There were no reportable incidents since the last visit. There have been two COVID-19 cases in the community, both cases have since been released from the hospital. The remodel of the facility has been put on hold until things stabilize.
Hallettsville Rehabilitation and Nursing Center	Genesis		Census: 87. The facility had their infection control survey in mid-April, the facility was not cited. There were no reportable incidents since the last visit. The facility has completed their remodel, they have not been able to have a community event due to the pandemic. The facility is doing a good job staying within the budget.
LaGrange Rehab and Nursing Center	Regency		Census: 72. The facility has not had their infection survey yet but are expecting the state any day. There were no reportable incidents since the last visit. The census is high due to another facility receiving damage from a storm. The facility finished their remodel in February and were able to hold an open house, the administrator reports that the community likes the upgrades to the facility.

Administrator: Katherine Bryant – just started 4/1/2020
DON: Barbara O'Bryant, RN

FACILITY INFORMATION

Highland Park is a 120-bed facility with a current overall star rating of 2 and a Quality Measures star rating of 3. The census given on the date of this report was 81.

Due to the current COVID-19 restrictions in place, the QIPP site visit was conducted via telephone. The Administrator was on the call.

The Administrator reported they have implemented their emergency plan and are following all the state/federal/local mandates. Administrator reports they have identified an isolation area should it be needed and it is set up and ready to use. Administrator does not anticipate they will need to "shelter in place", but they do have a plan just in case and could house staff if the need arises. Administrator reports there are 4977 confirmed cases of COVID_19 in Harris County and the facility has no positive or suspected cases of COVID_19.

Administrator reported they are following CMS/CDC/state infection control guidelines for COVID-19. Housekeeping is cleaning facility daily as per guidelines, constantly cleaning the high touch areas with disinfectant. Facility is performing and documenting the screening of their employees and all required in-servicing of staff is being done on-going. Staff temperatures are being taken and recorded each shift. Administrator reports she ensures daily rounds are made so the staff are up to date with all COVID_19 changes and they are encouraging staff moral by doing themed dress days, today is Team Spirit Day.

No visitors are permitted in building. Essential staff, including hospice nurses and if during end of life, may extend to chaplain, are permitted in the building and only after screened and use of hand sanitizer and have to have a mask. If hospice resident is in the active dying stage, family could come in after they are screened, provided hand sanitizer and would be escorted directly to and from the resident room. Anyone with a temperature above 99.4 is not permitted entrance, and if above 99 have to talk with administrator before gaining entrance. The facility is not permitting any staff who work at more than one job. Everyone in the facility is wearing a surgical mask at all times.

The Administrator reports they are cleaning high touch areas at least every shift but as often as possible, using diluted bleach and they are having no issues with stocking sanitizer wipes. Additionally, the Administrator believes the facility is stocked with enough PPE and they have 1 case of N-95 masks locked in administrator's office. The corporate office orders supplies for facility and per the Administrator, they have not reported any issues.

Administrator reported the residents are coping well. They have incorporated Zoom chats for residents with families, bringing activities door to door, like ice cream socials, hall Bingo, etc. Resident temperatures are taken every shift.

REPORTABLE INCIDENTS

Information was 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:

Highland Park does not use restraints.

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)				

QIPP SCORECARD:

Component 1

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

Component 2

Indicator	Benchmark Met Y/N	Comments
Did NF maintain 4 additional hours of RN staffing coverage per day, beyond the CMS mandate?		Information not provided

Did NF maintain 8 additional hours of RN staffing coverage per day, beyond the CMS mandate?		Information not provided
Does the NF have a staffing recruitment and retention program that includes a self-directed plan and monitoring outcomes?		Information not provided
Was Workforce Development data submitted q month to QIPP during the quarter?		Information not provided

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%	5.26%			Information not provided
Percent of residents who received an anti-psychotic medication	14.56%	14.11%			Information not provided
Percent of residents whose ability to move independently has worsened	17.72%	7.29%			Information not provided

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%	.52%			Information not provided

Percent of residents whose pneumococcal vaccine is up to date.	93.67%	93.67%			Information not provided
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	<p>Infection Control Policy reviewed. Yes</p> <p>Antibiotic Stewardship Program review and is in place with all components. Yes</p>

Administrator: Sean Buelow
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 report was 194.

Due to the current COVID-19 restrictions in place, the QIPP site visit was conducted via telephone. The Administrator was on the call.

The Administrator reported they have implemented their emergency plan and are following all the state/federal/local mandates. Administrator reports they have identified isolation area should it be needed and it is set up and ready to use. Administrator does not anticipate they will need to "shelter in place", but they do have a plan just in case and could house staff members if the need arises. Administrator reports there are 5211 confirmed cases of COVID_19 in Harris County. Facility prefers their staff limit to only working at one job, if they do work more than 1 job, they are assigned to same hall in facility. Local health department and state is calling the facility every week to ask infection control questions and so far no survey. Isolating new admissions and residents from the hospital for 14 days to ensure they do not have any s/s of COVID_19.

Administrator reported they are following CMS/CDC/state infection control guidelines for COVID-19. Housekeeping is cleaning facility daily as per guidelines, constantly (at least every 2 hours) cleaning the high touch areas with disinfectant. Facility is performing and documenting the screening of their employees and all required in-servicing of staff is being done on-going. Administrator reports he is keeping the staff up to date with all COVID_19 changes continuously.

Staff bring in their meals so they don't have to leave during their shift. Administrator reports some of the hospices have graciously placed signs outside the facility that say 'Heroes Work Here'. Facility vendors have provided food for the staff. Staff wearing surgical (reused, kept in paper envelopes, replaced if soiled or at least weekly) or cloth masks (laundered at their home).

All PPE is locked up in secure location. Administrator reports he has a burn calculator from CDC if needed. Vendor is filling orders with some back orders and if needed, corporate supplies as well. Administrator was able to get 25 gallons of FDA approved hand sanitizer from local distillery.

No visitors are permitted in building. Essential staff, including hospice nurses for routine visits and if during end of life, are permitted in the building and only after screened and use of hand sanitizer and mask. Also trying to limit to same nurse from each agency. If hospice resident is in the active dying stage, only 1-2 family could come in after they are screened, provided hand sanitizer, gown and

mask and would be escorted directly to and from the resident room. Staff and resident temperatures taken and recorded once per shift and as indicated. If temperature above 99 or any respiratory symptoms they are not permitted entrance into the facility.

Administrator reported the residents are coping well. Staff are assisting with several activities, visit all rooms with door to door activity. Also offer floor Bingo, TV set up for some of the residents to gather, maintaining required social distancing. Assisting residents in making calls to family members and use of Facetime. Utilizing Social Services for coping as needed. Only allow 2 people per elevator at a time. Smoking facility, so all residents are offered opportunity to go outside with staff member present.

SURVEY INFORMATION

The facility is in their open window for survey. Facility has not yet had an Infection Control focused survey.

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 fully staffed and recruiting for PRN and PT positions.



.Quality Indicators - CASPER Report – Information not provided				
Indicator	Facility	State	National	Comments
New Psychoactive Med Use (S)				
Fall w/Major Injury (L)				
UTI (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)				

QIPP SCORECARD:
 Component 1

Indicator	QAPI Mtg Date	Benchmark Met Y/N	PIP's Implemented (Name specific PIP's)
QAPI Meeting			Information not provided.

Component 2

Indicator	Benchmark Met Y/N	Comments
Did NF maintain 4 additional hours of RN staffing coverage per day, beyond the CMS mandate?		Information not provided
Did NF maintain 8 additional hours of RN staffing coverage per day, beyond the CMS mandate?		Information not provided
Does the NF have a staffing recruitment and retention program that includes a self-directed plan and monitoring outcomes?		Information not provided
Was Workforce Development data submitted q month to QIPP during the quarter?		Information not provided

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%	%		Information not provided
Percent of residents who received an anti-psychotic medication	14.56%	33.33%	%		Information not provided
Percent of residents whose ability to move independently has worsened	17.72%	24.78%	%		Information not provided

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%	%		Information not provided
Percent of residents whose pneumococcal vaccine is up to date.	93.67%	93.67%	%		Information not provided
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	<p>Infection Control Policy reviewed. _____</p> <p>Antibiotic Stewardship Program review and is in place with all components. _____</p>

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 report was 108.

Due to the current COVID-19 restrictions in place, the QIPP site visit was conducted via telephone. The Administrator and Director were on the call.

The Administrator reported they have implemented their emergency plan on 3/3/2020 and are following all the state/federal/local mandates. Administrator reports they have identified hallway 300 as an isolation area should it be needed and it is set up and ready. Administrator does not anticipate they will need to "shelter in place", but they do have a plan just in case and could house staff members when the need arises. Administrator reports there are 5211 confirmed cases of COVID_19 in Harris County. Residents coming from hospital who do not meet criteria for testing of COVID_19 are using isolation area for 14 days to ensure they do not have any s/s of COVID_19. Facility prefers their staff limit to only working at one job, if they do work more than 1 job, they are assigned to same hall in facility. Anyone who is admitted to be on long-term unit has to have a COVID_19 test before being transferred to their long term room. Local health department is calling facilities every Tuesday and Thursday to ask infections control issues but so far no survey.

Administrator reported they are following CMS/CDC/state infection control guidelines for COVID-19. Housekeeping is cleaning facility daily as per guidelines. Sanitation Tech employed full time and is constantly cleaning the high touch areas with disinfectant and steamer. Nurses also assist with cleaning equipment and carts. Facility is performing and documenting the screening of their employees and all required in-servicing of staff is being done on-going. Administrator reports she is keeping the staff up to date with all COVID_19 changes at least weekly. Posting signs for infection control reminders.

Staff being provided meals so they don't have to leave during their shift. Administrator reports facility has placed signs out on the lawn 'Heroes Work Here', company offering bonus if no COVID_19 in building as of 5/31/2020. Wages increased for staff who volunteered to work on the isolation hallway. Staff have to be off for 48 hours if they answer yes to any of the screening questions or their temperature is above 99. If potential exposure, staff have to self-quarantine for 14 days before returning. Also did game of Trivia for COVID and gave away prizes as well as Easter egg hunt and will have Root Beer floats today.

All PPE is locked up in secure location. Tracking PPE from spreadsheet Administrator provides. Regular supplier is filling orders and if needed, corporate supplies as well. Using Medline for ordering

and they are filling the orders when received. Cloth masks for non-direct care and surgical for direct care staff stored in paper bag and replaced every Thursday.

No visitors are permitted in building. Essential staff, including hospice nurses only, and if during end of life, may extend to chaplain, are permitted in the building and only after screened and use of hand sanitizer and mask. If hospice resident is in the active dying stage, only 1-2 family could come in after they are screened, provided hand sanitizer, gown and mask and would be escorted directly to and from the resident room. Staff and resident temperatures taken and recorded once per shift and as indicated. If temperature 99 or above they are not permitted entrance into the facility.

Administrator reported the residents are coping well. Staff are assisting with several activities, visit all the time in rooms with door to door activity. Also offer hallway Bingo, happy hour refreshment carts, adult coloring books, book cart, and nature walks around building all maintaining social distancing. Family members come for window visits, celebrated resident birthday with family through window (put signs up). Making calls to family members 2x/week for updates. Have Facetime and Facebook portals available to residents. Made a photo booth and sent pictures to families. Sent letter out to families will all residents' signature. Charge nurses' will be writing thank you cards to all the families. Getting donations for different activities as well as snacks from National Charity League-Yellow Rose chapter. Using dining room with social distancing, especially residents with dementia. Isolation unit can go out to enclosed gazebo area and activities are being provided. Staff are providing beauty salon services in individual resident rooms.

SURVEY INFORMATION

The facility is currently in their survey window. Infection Control focused survey on April 7, 2020 deficiency free.

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:

Park Manor of Cyfair is a restraint free facility.

Staffing:

Information not provided.

Quality Indicators - CASPER Report				
Indicator	Facility	State	National	Comments
New Psychoactive Med Use (S)	%	2%	2%	Information not provided
Fall w/Major Injury (L)	%	3.4%	3.5%	
UTI (L)	%	2.1%	2.7%	
High risk with pressure ulcers (L)	%	8.2%	8.1%	
Loss of Bowel/Bladder Control(L)	%	51.2%	48.1%	
Catheter(L)	%	2.2%	2.1%	
Physical restraint(L)	%	0.1%	0.2%	
Increased ADL Assistance(L)	%	17.2%	15.1%	
Excessive Weight Loss(L)	%	4.5%	5.7%	
Depressive symptoms(L)	%	3.8%	5.9%	
Antipsychotic medication (L)	%	12%	14.1%	

QIPP SCORECARD:

Component 1

Indicator	QAPI Mtg Date	Benchmark Met Y/N	PIP's Implemented (Name specific PIP's)
QAPI Meeting	1/15/2020, 2/1/2020, 3/1/2020	Y	

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	

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	7.35%	7.47%	%		QTR 2 results pending

ulcers; including unstageable ulcers					
Percent of residents who received an anti-psychotic medication	14.56%	7.29%	%		QTR 2 results pending
Percent of residents whose ability to move independently has worsened	17.72%	17.87%	%		QTR 2 results pending

QIPP Component 4 – CMS Long-Stay Quality Metrics

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of residents with urinary tract infections	2.8%	1.10%	%		
Percent of residents whose pneumococcal vaccine is up to date.	93.67%	93.67%	%		
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

Administrator: Justin Joy
DON: Mayra Polio, RN (new)

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 report was 80.

Due to the current COVID-19 restrictions in place, the QIPP site visit was conducted via telephone. The Administrator was on the call.

The Administrator reported they have implemented their emergency plan and are following all the state/federal/local mandates. Administrator does not anticipate they will need to "shelter in place", but they do have a plan just in case and could house staff members if the need arises. Administrator reports there are 5133 confirmed cases of COVID_19 in Harris County. Facility has 1 positive for COVID_19 resident in the facility as of 12 days ago and another resident on dialysis is in hospital also tested positive. All other residents and staff tested negative. Health department was calling them daily all last week 2x/day at first but now just 2x/wk. One hallway was set aside for all new admissions and dialysis residents and now the COVID_19 positive resident. Staff assigned (volunteered) to the hall only work that hall. Set it up like its own facility so they were ready when positive case identified. Administrator checking with health department for guidance on how long resident is to be on isolation.

Administrator reported they are following CMS/CDC/state infection control guidelines for COVID-19. Housekeeping is cleaning facility daily as per guidelines, constantly cleaning the high touch areas with disinfectant. Facility is performing and documenting the screening of their employees and all required in-servicing of staff is being done on-going. Administrator reports he is keeping the staff up to date with all COVID_19 changes. All staff are wearing surgical masks. Cloth masks are used if do not have direct resident care. N-95 masks being used on isolation hall. Supplying several meals for staff, huge sign in yard that says "Heroes Work Here", gift bags passed out, working on t-shirts that say "Heroes". Corporate will be providing bonuses to all staff as long as no more than the 2 COVID_19 cases by 5/31/2020 and also eligible to win a car being raffled off by corporate.

Administrator reports they continue to receive regular stock of PPE from corporate if unable to receive from normal vendors. Have received donations of masks and also received 1 box of masks and 2 boxes of gloves from SET-RAC and all being locked up in secure location.

No visitors are permitted in building. Essential staff, including hospice nurses and 1 family member, only if during end of life, are permitted in the building and only after screened and use of hand sanitizer and mask provided. Family would be escorted directly to and from the resident room. Staff and resident temperatures taken and recorded once per shift and as indicated. If temperature 100.4 or above no one is permitted entrance into the facility.

Administrator reported the residents are coping well. Staff are assisting with several activities in hallways, providing one on one to each resident in their rooms. The Administrator reports the staff are keeping residents updated, teaching them about infection control, washing hands, wearing masks, etc. Resident council president thanked Administrator for keeping them safe. Facebook portals and I-Pad used for residents to Facetime families. Also have window visits. Enclosed gazebo area for residents to go outside with social distancing. Working on parade of families to drive through parking lot. Have a large dining area to accommodate activities for residents with required social distancing but very few are participating. All department heads doing room rounds to ensure residents are eating and coping with restrictions.

SURVEY INFORMATION

Last survey was October of 2019. Survey window will open up in July 2020.

REPORTABLE INCIDENTS

During Dec/Jan/Feb the facility had 9 self-reports and 2 complaints.

CLINICAL TRENDING

Incidents/Falls:

During **Dec/Jan/Feb**, Park Manor Cypress Station reported 34 total falls without injury, 1 fall with injury, 4 skin tears, 2 elopements, 1 fracture, 3 bruises, and 3 behaviors.

Infection Control:

Park Manor Cypress Station reported 43 infections during **Dec/Jan/Feb**, of which 13 were UTI's, 9 were URIs, 3 wound infections, 2 GI tract infections, 2 blood infections, 1 EENT infection and 13 others (types not given).

Weight loss:

Information not provided.

Pressure Ulcers:

Information not provided.

Restraints:

Park Manor Cypress Station is a restraint free facility.

Staffing:

The Administrator reports the facility is recruiting for (3) LVNS, one for each shift and 1 RN for 10p-6a shift.



Park Manor of Cypress Station
 420 Lantern Bend Dr., Houston, TX 77890
 Site Visit: 04.22/2020

Quality Indicators - CASPER Report				
Indicator	Facility	State	National	Comments
New Psychoactive Med Use (S)	%	2%	2%	
Fall w/Major Injury (L)	1.4%	3.4%	3.5%	
UTI (L)	0%	2.1%	2.7%	
High risk with pressure ulcers (L)	2.3%	8.2%	8.1%	
Loss of Bowel/Bladder Control(L)	86.2%	51.2%	48.1%	B & B program being considered Corporate nurse will assist new DON
Catheter(L)	0%	2.2%	2.1%	
Physical restraint(L)	0%	0.1%	0.2%	
Increased ADL Assistance(L)	25.4%	17.2%	15.1%	
Excessive Weight Loss(L)	3.2%	4.5%	5.7%	
Depressive symptoms(L)	7.2%	3.8%	5.9%	
Antipsychotic medication (L)	13.8%	12%	14.1%	

QIPP SCORECARD:

Component 1

Indicator	QAPI Mtg Date	Benchmark Met Y/N	PIP's Implemented (Name specific PIP's)
QAPI Meeting	1/9/2020 , 2/20/2020, 3/19/2020	Y	

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	

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%	%		Information not provided
Percent of residents who received an anti-psychotic medication	14.56%	8.06%	%		Information not provided
Percent of residents whose ability to move independently has worsened	17.72%	15.82%	%		Information not provided

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%	%		Information not provided
Percent of residents whose pneumococcal vaccine is up to date.	93.67%	93.67%	%		Information not provided
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	<p>Infection Control Policy reviewed. Yes</p> <p>Antibiotic Stewardship Program review and is in place with all components. Yes</p>

Administrator: Interim Melissa Adams (as of 4/6/2020)
DON: Brigetta 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 call was 76.

Due to the current COVID-19 restrictions in place, the QIPP site visit was conducted via telephone. The Administrator was on the call.

The Administrator reported they have implemented their emergency plan and are following all the state/federal/local mandates. Administrator reports they have identified isolation area should it be needed and it is set up and ready to use, hallway 300. Administrator does not anticipate they will need to "shelter in place", but they do have a plan just in case and could house staff members if the need arises. Administrator reports there are 5143 confirmed cases of COVID_19 in Harris County. Residents coming from hospital who do not meet criteria for testing of COVID_19 are using isolation area for 14 days to ensure they do not have any s/s of COVID_19. Facility prefers their staff limit to only working at one job, if they do work more than 1 job, they are assigned to same hall in facility. Anyone who is admitted to be on long-term unit has to have a COVID_19 test before being transferred to their long term room. Local health department is calling facilities every Tuesday and Thursday to ask infections control issues but so far no survey.

Administrator reported they are following CMS/CDC/state infection control guidelines for COVID-19. Housekeeping cleaning facility daily as per guidelines. Sanitation Tech employed full time constantly cleaning the high touch areas with disinfectant and steamer. Nurses also assist with cleaning equipment and carts. Facility is performing and documenting the screening of their employees and all required in-servicing of staff is being done on-going. Administrator reports she is keeping the staff up to date with all COVID_19 changes.

Staff being provided meals so they don't have to leave during their shift. Administrator reports facility has placed a sign out on the lawn 'Heroes Work Here', company offering bonus if no COVID_19 in building as of 5/31/2020. Wages increased for staff who volunteered to work on the isolation hallway. Staff have to be off for 48 hours if they answer yes to any of the screening questions or their temperature is above 99. If potential exposure, staff have to self-quarantine for 14 days before returning.

All PPE is locked up in secure location. Company tracks from spreadsheet Administrator provides. Regular supplier is filling orders and if needed, corporate supplies as well. Also received some PPE supplies from SET-RAC.

No visitors are permitted in building. Essential staff, including hospice nurses only if during end of life may extend to chaplain, are permitted in the building and only after screened and use of hand

sanitizer and mask. If hospice resident is in the active dying stage, only 1-2 family could come in after they are screened, provided hand sanitizer, gown and mask and would be escorted directly to and from the resident room. Staff and resident temperatures taken and recorded once per shift and as indicated. If temperature 99 or above they are not permitted entrance into the facility.

Administrator reported the residents are coping well. Staff are assisting with several activities, visit all the time in rooms with door to door activity. Also offer hallway Bingo, music, 1-2 gather in movie area for movies and other activities, nature walks around building all maintaining social distancing. Family members come for window visits, celebrated resident birthday with family through window (put signs up). Making calls to family members 2x/week for updates. Have Facetime and Facebook portals available to residents.

SURVEY INFORMATION

The facility will be in their survey window starting May of 2020.

REPORTABLE INCIDENTS

Information not provided.

CLINICAL TRENDING

Incidents/Falls:

During **Dec/Jan/Feb**, Park Manor of Humble had 50 total falls, of which 4 resulted in injury, 4 received skin tears, 1 laceration, 1 Bruise, 3 Behaviors, and 5 Elopements.

Infection Control:

Information not provided.

Weight loss:

Park Manor of Humble reported Weight loss in **Dec/Jan/Feb** – 20 residents with 5-10% and 4 > 10% loss in 30 days.

Pressure Ulcers:

In **Dec/Jan/Feb**, Park Manor of Humble had 23 residents with 41 pressure ulcer sites – 11 acquired in house.

Restraints:

Park Manor of Humble is a restraint free facility.

Staffing:

Administrator reports the facility is currently fully staffed.

Quality Indicators - CASPER Report				
Indicator	Facility	State	National	Comments
New Psychoactive Med Use (S)	%	2%	2%	Information not provided
Fall w/Major Injury (L)	%	3.4%	3.5%	
UTI (L)	%	2.1%	2.7%	
High risk with pressure ulcers (L)	%	8.2%	8.1%	
Loss of Bowel/Bladder Control(L)	%	51.2%	48.1%	
Catheter(L)	%	2.2%	2.1%	
Physical restraint(L)	%	0.1%	0.2%	
Increased ADL Assistance(L)	%	17.2%	15.1%	
Excessive Weight Loss(L)	%	4.5%	5.7%	
Depressive symptoms(L)	%	3.8%	5.9%	
Antipsychotic medication (L)	%	12%	14.1%	

QIPP SCORECARD:

Component 1

Indicator	QAPI Mtg Date	Benchmark Met Y/N	PIP's Implemented (Name specific PIP's)
QAPI Meeting	Jan 10, 2020; February 14, 2020; March 16, 2020	Y	High Risk Pressure Ulcer-Long stay; Pain management- short stay; Increase in ADL Help-Long stay;

			Falls; Antipsychotic med short stay; infection control long stay; nosocomial infections;
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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	

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%	4.23%	Y	

Percent of residents who received an anti-psychotic medication	14.56%	3.16%	9.27%		
Percent of residents whose ability to move independently has worsened	17.72%	24.90	8%		

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%	–	1.8%		
Percent of residents whose pneumococcal vaccine is up to date.	93.67%	93.67%	%		Information not provided
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	<p>Infection Control Policy reviewed.</p> <p>Antibiotic Stewardship Program review and is in place with all components.</p>

Kevin Boisseau – Administrator
Caroline Mwieria, RN- DON

FACILITY INFORMATION

Park Manor Westchase is a 125-bed facility with a current overall star rating of 1 and a Quality of Resident Care star rating of 4. The census on the date of the report was 97.

Due to the current COVID-19 restrictions in place, the QIPP site visit was conducted via telephone. The Administrator and DON were on the call.

The Administrator reported they have implemented their emergency plan and are following all the state/federal/local mandates. Administrator reports they have identified an isolation area should it be needed and it is set up and ready to use. Administrator does not anticipate they will need to “shelter in place”, but they do have a plan just in case and could house staff members when the need arises. Administrator reports there are 4977 confirmed cases of COVID_19 in Harris County. Residents coming from hospital who do not meet criteria for testing of COVID_19 are using isolation area for 10 days to ensure they do not have any s/s of COVID_19.

Administrator reported they are following CMS/CDC/state infection control guidelines for COVID-19. Housekeeping is cleaning facility daily as per guidelines, constantly cleaning the high touch areas with disinfectant. Facility is performing and documenting the screening of their employees and all required in-servicing of staff is being done on-going. Administrator reports he is keeping the staff up to date with all COVID_19 changes. The Administrator reports that the local health department is calling facilities every Tuesday and Thursday to ask infections control issues but so far no survey.

Administrator reports the facility has received a lot of PPE donations and corporate has provided a regular supply. All PPE is locked up in secure location.

No visitors are permitted in building. Essential staff includes hospice nurses, only if during end of life and only after they are screened, provided hand sanitizer and mask. If hospice resident is in the active dying stage, only 1 family could come in after they are screened, provided hand sanitizer, gown and mask and would be escorted directly to and from the resident room. Staff and resident temperatures taken and recorded once per shift and as indicated. If temperature 100.4 or above they are not permitted entrance into the facility. Even if temp is 99, have to be assessed by Administrator before entrance.

The Administrator reports the facility had ‘sports day’, with barbecue and hot dogs for staff and they hold meetings every other day for encouragement and updates. If no COVID_19 in building by May 31st, every employee will receive 500.00 and a raffle chance to win a car donated by corporate.

Administrator reported the residents are coping well. Staff are assisting with several activities, including hallway bingo. Staff visit all the time in rooms with door to door activities. Every Tuesday and Thursday residents can call family members, corporate bought two I-Pads for Facetime, Skype & Zoom. Donations of masks and art supplies, crossword puzzles, etc. have been received. State put out request for people to adopt a nursing home and facility has received several mailings enjoyed by residents.

SURVEY INFORMATION

Park Manor Westchase had their annual survey February 2020.

REPORTABLE INCIDENTS

Information not provided.

CLINICAL TRENDING

Incidents/Falls

During **Dec/Jan/Feb**, Park Manor Westchase reported 42 total falls without injury, 4 falls with injury, and 1 laceration.

Infection Control:

During **Dec/Jan/Feb**, Park Manor Westchase reported 48 infections of which 16 were UTI's, 6 were URIs, 5 wound infections and 21 others (types not given).

Weight loss:

During **Dec/Jan/Feb**, Park Manor Westchase had 2 residents with 5-10% weight loss in 1 month and 2 with >10% weight loss in 6 months.

Pressure Ulcers:

During **Dec/Jan/Feb**, Park Manor Westchase reported 30 residents with pressure ulcers with 62 sites, 3 of them facility-acquired.

Restraints:

Park Manor Westchase does not use side rails or restraints.

Staffing:

Currently the facility is recruiting for (2) CNAs for 6a-2p and (1) CNA for 2p-10p. Additionally, the facility is in need of (1) housekeeper on 2p-10p and 1 activity aide for 6a-2p.

Quality Indicators - CASPER Report				
Indicator	Facility	State	National	Comments
New Psychoactive Med Use (S)	0%	2%	2%	
Fall w/Major Injury (L)	1.1%	3.4%	3.5%	
UTI (L)	0%	2.1%	2.7%	
High risk with pressure ulcers (L)	6.1%	8.2%	8.1%	
Loss of Bowel/Bladder Control(L)	75.6%	51.2%	48.1%	
Catheter(L)	1.5%	2.2%	2.1%	
Physical restraint(L)	0%	0.1%	0.2%	
Increased ADL Assistance(L)	14.1%	17.2%	15.1%	
Excessive Weight Loss(L)	2.7%	4.5%	5.7%	
Depressive symptoms(L)	0%	3.8%	5.9%	
Antipsychotic medication (L)	6.2%	12%	14.1%	

QIPP SCORECARD:

Component 1

Indicator	QAPI Mtg Date	Benchmark Met Y/N	Comments
QAPI Meeting	1/14/2020, 2/18/2020, 3/18/2020	Y	

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	

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%	7.17%	1.1%	Y	
Percent of residents who received an anti-psychotic medication	14.56%	13.10%	6.1%	Y	
Percent of residents whose ability to move independently has worsened	17.72%	19.16%	6.2%	Y	

QIPP Component 4 – CMS Long-Stay Quality Metrics

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of residents with urinary tract infections	2.80%	.94%			Information not provided
Percent of residents whose pneumococcal vaccine is up to date.	93.67%	93.67%			Information not provided
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	<p>Infection Control Policy reviewed. yes</p> <p>Antibiotic Stewardship Program review and is in place with all components. yes</p>

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 phone visit was conducted on April 22, 2020. I visited with Ms. Reyes on this date.

The current census is 30. The breakdown is; Medicare-4; Medicaid-19; Private Pay-4; Private Insurance-; Hospice-1; Pending Status-2.

SURVEY:

The state was in the facility for the COVID-19 infection control survey. The facility was cited for one employee that did not have their mask on and one employee in the dietary department had hair showing from under their hairnet. Plan of correction was completed and accepted by the state. No resident or employee had indication of infection.

REPORTABLE INCIDENTS:

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

CLINICAL TRENDING:**A. Infections:**

The infection rate for March 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- -0%

Falls with major injuries-8%

Anti-psychotic medicines- The facility is currently at 0%.

Ms. Reyes indicated that the facility is doing good. They are having some overtime due to the circumstances of the COVID-19 situation. She indicated that everything else is running normal as can be expected. They could use a couple of CNAs, but staff is doing their part in covering needed coverage.

Budget is tight because of overtime and supplies.

CONTACT:

Administrator: The Phone visit was conducted on April 22, 2020. I visited with the Interim administrator. Ms. Asia Howard.

FACILITY:

The census target is 58 and the current census is 45. The census breakdown is; Medicare-6; Medicaid-22; Private Pay-11; Private Insurance 2-; Hospice-2; Pending Status-2.

SURVEY:

The state came in for a health inspection survey. The facility received no citations. The facility is meeting all the requirements for Covid-19 requirements. The community had two people reported to have the virus but have since been released from hospital.

REPORTABLE INCIDENTS:

The facility had no reportable incidents for March.

CLINICAL TRENDING:**Infections:**

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

Weight Loss:

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

ADDITIONAL COMMENTS:

Staffing is good at this time. They could use a couple of CNAs. Staff is working some overtime to cover the needed shifts.

The business office manager indicated that the facility is staying within the budget targets with exception of overtime and some supplies.

The staff is working hard on the quality measures;

Restraints; 0

Falls with major injuries; 1.3%

Anti-psychotics; 22%

Pressure ulcers- 2.7%

Overall quality is 4 star.

Overall star rating is 3.

The plan for using HUD funding for remodel is on hold for the present time. Waiting to see how everything moves forward because of COVID-19.

The staff and residents are very cooperative regarding the restrictions from the department of health.

The staff is getting a little tired but are very positive.

Ms. Howard is unsure how long she will be with the facility but is in no hurry to leave the facility.

CONTACT

Administrator: Mr. Jason Ohrt

The phone visit was conducted on April 22, 2020. I visited with Mr. Jason Ohrt on this date.

FACILITY

The current census target is 67. The current census is 87. The breakdown is as follows; Medicare-11; Medicaid-41; Private Pay-7; Private Insurance-; Hospice-5; Pending Status-4; V.A.-19.

SURVEY

The state was in the facility on April 16 for Infection Control survey. The facility passed the inspection for COVID-19 preparedness. No residents or staff had any indication of infection.

REPORTABLE INCIDENTS:

The facility had no reportable incidents for March.

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; 4.5%

Falls with Major injuries- 0%

Anti-psychotic medicine- Currently at 8.6%.

The facility has finished the remodel project. When I made my last site visit the remodel was almost complete and the facility looked very nice. I am sure it looks very good now that they have completed the remodel project. Mr. Ohrt indicated that everything is going as well as can be expected. They are running overtime with the employees because of the situation with COVID-19. All else is fairly normal. They have no major issues at this time. Budget is good with a few exceptions, overtime and supplies.

CONTACT:

Administrator: Mr. Herm Ramirez.

The phone visit was conducted on April 22, 2020. I visited with Mr. Ramirez on this date.

FACILITY:

The census target is 58 and the current census is 72. The breakdown is; Medicare-27; Medicaid-21; Private Pay-21; Private Insurance-, Hospice-3; Pending Status-. Influx of Medicare residents was due to an area that had a storm and damaged the nursing care facility.

SURVEY:

The state has not been in the facility for the Covid-19 infection survey yet. Mr. Ramirez said they are expecting them any day. He feels that the staff is doing a good job and is prepared for the survey. At this time no resident or employee has shown any indication of COVID-19 infection.

REPORTABLE INCIDENTS:

The facility had no reportable incidents in March.

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-2.7% for the month of March.

Falls with Major injuries- 0 for March. 1.3%

Anti-psychotics- Currently at 22%. This is up due to influx of new residents. Working to bring number down.

The facility had their open house in February. Mr. Ramirez said it went very well. He feels some of his increase in residents is due to the remodel of the facility.

Staffing is suffering a little bit because of the influx of residents but staff is doing a good job of covering the shifts that need covering.

Mr. Ramirez indicated that budget is good on revenue income but over on expenses because of influx of residents.

Mr. Ramirez indicated he is pleased with the direction the facility is going at this time. They are not having any major issues or concerns at this time.

Exhibit “F”

2019

Census	Jan	Feb	Mar	Apr	Average	Texas Average
ER Visits	240	183	202	206	190	
Conversion to Inpatient/observation	20	15	10	10	10	
<i>Percentage</i>	8%	8%	5%	5%	5%	
Transferred out	16	12	15	11	10	
<i>Percentage</i>	7%	7%	7%	5%	5%	
ER shifts covered by doctors	55%	61%	63%	78%	79%	
Average Inpatient days per day	1.68	2.71	1.61	2.33	1.91	1.63
CTs	52	35	45	57	42	
Xrays	257	266	244	239	204	
Ultrasounds	18	33	28	28	23	
Encounters - Adult Clinic	673	643	618	635	576	
Encounters - Pediatric Clinic	334	346	320	341	283	
Behavioral Health patients	74	76	73	75	57	
Physical Therapy	8	3	4	6	5	

2020

Census	Jan	Feb	Mar	Apr	Average	Texas Average
ER Visits	187	178	193	147	176	
Conversion to Inpatient/observation	9	14	17	14	14	
<i>Percentage</i>	5%	8%	9%	10%	8%	
Transferred out	8	14	7	13	11	
<i>Percentage</i>	4%	8%	4%	9%	6%	
ER shifts covered by doctors	80%	82%	87%	72%	80%	
Average Inpatient days per day	2.68	3.28	2.23	2.13	2.58	1.63
CTs	56	71	59	39	56	
Xrays	270	268	185	160	221	
Ultrasounds	20	20	14	8	16	
Encounters - Adult Clinic	638	598	592	349	544	
Encounters - Pediatric Clinic	274	306	221	69	218	
Behavioral Health patients	45	44	39	0	32	
Physical Therapy	0	1	2	0	1	

Additional Items:

- *Continuing to follow through with protocol set by Chambers County.
- *Doing best we can to keep patients safe and confident while they receive care from our providers
- *Continuing to provide Adult and Pediatric clinic services through telemedicine along with some face-to-face.

Exhibit “G”

Loan 17a
Blocked Account Control
Agreement (“Shifting Control”)
June 1, 2020–March 31, 2021

AGREEMENT dated as of June 1, 2020, by and amount the Winnie Stowell Hospital District, a political entity of the State of Texas (“District”) and Salt Creek Capital, LLC (the “Lender”) and Interbank (“the Depository”). The parties hereto refer to Account No. 1755470228 (“the Account”) in the name of the District maintained at the Depository Bank and hereby agree as follows:

1. District and Lender notify Depository that by separate agreement District has granted Lender a security interest, attached hereto as **Exhibit A**, in the Account and all funds on deposit from time to time therein. Depository acknowledges being so notified.
2. The purpose of this Agreement is to perfect a lien against the District’s Texnet Account at Interbank in Graham, Texas, Account No. 1755470228, in the event the District defaults on the attached (10 Month) Short Term Commercial Note No. 17a signed on June 1, 2020 by the District. (See **Exhibit B**)

Prior to the Effective Time (as defined below) Depository shall honor all withdrawal, payment, transfer or other fund disposition or other instructions which the District is entitled to give under the Account Documentation (as hereinafter defined) (collectively, “instructions”) received from the District (but not those from Lender) concerning the Account. On and after the Effective Time (and without District’s consent), Depository shall honor all instructions received from Lender (but not those from District) concerning the Account and District shall have no right or ability to access or withdraw or transfer funds from the Account.

For the purposes hereof, the “Effective Time” shall be the opening of business on the business day next succeeding the business day on which a notice purporting to be signed by Lender in substantially the same form as **Exhibit C**, attached hereto, with a copy of this Agreement attached thereto (a “Shifting Control Notice”), is actually received by Depository; provided that if any such notice is so received after 2:00 PM, Central time, on any business day, the “Effective Time” shall be the opening of business on the second business day next succeeding the business day on which such receipt occurs; and provided further, that a “business day” is any day other than a Saturday, Sunday or other day on which Depository is authorized or required by law to be closed.

Notwithstanding the foregoing: (i) all transactions involving or resulting in a transaction involving the Account duly commenced by Depository or any affiliate prior to the Effective Time and so consummated or processed thereafter shall be deemed not to constitute a violation of this Agreement; and (ii) Depository and/or any affiliate may (at its discretion and without any obligation to do so) (x) cease honoring District’s instructions and/or commence honoring solely Lender’s instructions concerning the Account at any time or from time to time after it becomes aware that Lender has sent to it a Shifting Control Notice but prior to the Effective Time therefor (including without limitation halting, reversing or redirecting any transaction referred to in clause (i) above), or (y) deem a Shifting Control Notice to be received by it for purposes of the foregoing paragraph prior to the specified unit’s actual receipt if otherwise actually received by Depository (or if such Shifting Control Notice does not comply with the form attached hereto as **Exhibit C** or does not attach an appropriate copy of this Agreement), with no liability whatsoever to District or any other party for doing so.

3. This Agreement supplements, rather than replaces, Depository’s deposit account agreement, terms and conditions and other standard documentation in effect from time to time with respect to the Account or services provided in connection with the Account (the “Account Documentation”), which Account Documentation will continue to apply to the Account and such services, and the respective rights, powers, duties, obligations, liabilities and responsibilities of the parties thereto and hereto, to the extent not expressly conflicting with the provisions of this Agreement (however, in the event of any such conflict, the provisions of this Agreement shall control). Prior to issuing any instructions on or after the Effective Time, Lender shall provide Depository with such documentation as Depository may reasonably request to establish the identity and authority of the individuals issuing instructions on behalf of Lender. Lender may request the Depository to provide other services (such as automatic daily transfers) with respect to the Account on or after the Effective Time; however, if such services are not authorized or otherwise covered under the Account Documentation, Depository’s decision to provide any such services shall be made in its sole discretion (including without limitation being subject to District and/or Lender executing such Account Documentation or other documentation as Depository may require in connection therewith).
4. Depository agrees not to exercise or claim any right of offset, banker’s lien or other like right against the Account for so long as this Agreement is in effect except with respect to (i) returned or charged-back items, reversals or cancellations of payment orders and other electronic fund transfers or other corrections or adjustments to the Account or transactions therein, (ii) overdrafts in the Account or (iii) Depository’s charges, fees and expenses with respect to the Account or the services provided hereunder.
5. Notwithstanding anything to the contrary in this Agreement: (i) Depository shall have only the duties and responsibilities with respect to the matters set forth herein as is expressly set forth in writing herein and shall not be deemed to be an agent, bailee or fiduciary for any party hereto; (ii) Depository shall be fully protected in acting or refraining from acting in good faith without investigation on any notice (including without limitation a Shifting Control Notice), instruction or request purportedly furnished to it by District or Lender in accordance with the terms hereof, in which case the parties hereto agree that Depository has no duty to make any further inquiry whatsoever; (iii) it is hereby acknowledged and agreed that Depository has no knowledge of (and is not required to know) the terms and provisions of the separate agreement referred to in paragraph 1 above or any other related documentation or whether any actions by Lender (including without limitation the sending of a Shifting Control Notice), District or any other person or entity are permitted or a breach thereunder or consistent or inconsistent therewith, (iv) Depository shall not be liable to any party hereto or any other person for any action or failure to act under or in connection with this Agreement except to the extent such conduct constitutes its own willful misconduct or gross negligence (and to the maximum extent permitted by law, shall under no circumstances be liable for any incidental, indirect, special, consequential or punitive damages); and (v) Depository shall not be liable for losses or delays caused by force majeure, interruption or malfunction of computer, transmission or communications facilities, labor difficulties, court order or decree, the commencement of bankruptcy or other similar proceedings or other matters beyond Depository’s reasonable control.

6. District hereby agrees to indemnify, defend and save harmless Depository against any loss, liability or expense, including reasonable fees and disbursements of counsel (collectively, "Covered Items"), incurred in connection with this Agreement or the Account (except to the extent due to Depository's willful misconduct or gross negligence) or any interpleader proceeding relating thereto or incurred as a result of following District's direction or instruction. Lender hereby agrees to indemnify, defend and save harmless Depository against any Covered Items incurred (i) on or after the Effective Time in connection with this Agreement or the Account (except to the extent due to Depository's willful misconduct or gross negligence) or any interpleader proceeding related thereto, (ii) as a result of following Lender's direction or instruction (including without limitation Depository's honoring of a Shifting Control Notice) or (iii) due to any claim by Lender of an interest in the Account or the funds on deposit therein.
7. Depository may terminate this Agreement (i) in its discretion upon the sending of at least thirty (30) days' advance written notice to the other parties hereto or (ii) because of a material breach by District or Lender of any of the terms of this Agreement or the Account Documentation, upon the sending of at least five (5) days advance written notice to the other parties hereto. Lender may terminate this Agreement in its discretion upon the sending of at least three (3) days advance written notice to the other parties hereto, provided that Depository may shorten or waive the requirement that Lender's notice be in advance and any such shortening or waiver shall be binding on all parties. Any other termination or any amendment or waiver of this Agreement shall be effected solely by an instrument in writing executed by all the parties hereto. The provisions of paragraphs 5 and 6 above shall survive any such termination.
8. District shall compensate Depository for the opening and administration of the Account and services provided hereunder in accordance with Depository's fee schedules from time to time in effect. Payment will be effected by a direct debit to the Account.
9. This Agreement: (i) may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument; (ii) shall become effective when counterparts hereof have been signed by the parties hereto; and (iii) **shall be governed by and construed in accordance with the laws of the State of Texas.** All notices under this Agreement shall be in writing and sent (including via emailed pdf or similar file or facsimile transmission) to the parties hereto at their respective addresses, email addresses or fax numbers set forth below (or to such other address, email address or fax number as any such party shall designate in writing to the other parties from time to time).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

WINNIE-STOWELL HOSPITAL DISTRICT				SALT CREEK CAPITAL, LLC			
By:		Date: June 1, 2020		By:		Date: June 1, 2020	
Name:		Edward Murrell		Name:		Alfred G. Allen, III	
Title:		President		Title:		Manager	
Address for Notices:		P.O. Box 1997, 538 Broadway Winnie, Texas 77665		Address for Notices:		P.O. Box 930, 455 Elm Street, Suite 100 Graham, Texas 76540	
Fax No.:		(409) 296-6326		Fax No.:		(940) 549-5691	
Email Address:		Murrelledward@yahoo.Com		Email Address:		aga@turnerandallen.com	
INTERBANK							
By:		Date: June 1, 2020					
Name:		Harold Wilbanks					
Title:		Sr. Vice President					
Address for other Notices: InterBank 455 Elm Street Graham, Texas 76450 Attention: <u>Harold Wilbanks</u> Email: <u>harold.wilbanks@interbankus.com</u> Fax No.: _____				Address for Shifting Control and Termination Notices: InterBank 455 Elm Street Graham, Texas 76450 Attention: <u>Harold Wilbanks</u> Email: <u>harold.wilbanks@interbankus.com</u> Fax No.: _____			

Exhibit A

Exhibit B

Exhibit C

SHIFTING CONTROL NOTICE

InterBank
455 Elm Street
Graham, Texas 76450
Attention: Harold Wilbanks
Email: harold.wilbanks@interbankus.com
Fax No.: _____

Re: Blocked Account Control Agreement (“Agreement”) dated as of June 1, 2020 among the Winnie Stowell Hospital District (“Debtor”), Salt Creek Capital, LLC (“Secured Party”), and Interbank relating to Account(s) 1755271008.

Ladies and Gentlemen:

This constitutes a Shifting Control Notice as referred to in paragraph 2 of the Agreement, a copy of which is attached hereto.

SALT CREEK CAPITAL, LLC

By:

Name: Alfred G. Allen, III

Title: Manager

Date: June 1, 2020

Loan 17a
10 MONTH-SHORT TERM COMMERCIAL REVENUE NOTE
June 1, 2020–March 31, 2021

BORROWER INFORMATION

Winnie-Stowell Hospital District
538 Broadway
Winnie, Texas 77665

NOTE. This Commercial Promissory Note dated June 1, 2020, will be referred to in this document as the “Note.”

LENDER. “Lender” means Salt Creek Capital, LLC whose address is P. O. Box, 930, 455 Elm Street, Suite 100, Graham, Young County, Texas 76450, its successors and assigns.

BORROWER. The Winnie Stowell Hospital District (“Borrower”) is a Political Subdivision of the State of Texas that was created pursuant to Article IX, Section 9 of the Texas Constitution and Chapter 286 of the Health and Safety Code.

REVENUE NOTE. Both Borrower and Lender agree that Article III, Section 52 of the Texas Constitution, prohibits the Legislature from authorizing any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. Both the Borrower and the Lender understand that neither the State of Texas, the Borrower, nor any political corporation, subdivision, or agency of the state, (i.e., Debtor) shall be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the state, the unit, or any other political corporation, subdivision, or agency thereof is pledged to the payment of the principal of or the interest on such debt, note, or bonds.

PROMISE TO PAY. For value received, receipt of which is hereby acknowledged, on March 31, 2021, (the Maturity Date), the Borrower promises to pay the principal amount of six million forty-two thousand seven hundred twelve and eighty-three hundredths dollars (\$6,042,712.83) and all interest on the outstanding principal balance and all other charges provided for in this Note, including service charges, to the order of Lender at its office at the address noted above or at such other place as Lender may designate in writing. The Borrower will make all payments in lawful money of the United States of America.

PAYMENT SCHEDULE. This Note will be paid according to the following schedule: 1) Total Interest on this note is calculated by the following formula: $((\text{Principle} \times \text{annual interest}) / 365 \text{ days}) \times (10 \text{ months} / 12)$; 2) to be paid in ten (10) equal payments of \$84,597.98 on the last day of each month beginning on June 30, 2020 and continuing each month through March 31, 2021 (Maturity Date); and 3) thereafter, any unpaid interest accrued on the unpaid principal balance of this Note and the entire balance of unpaid principal shall be finally due and payable, without notice or demand on the Maturity Date. All payments received by the Lender for application on this Note may be applied to the Borrower’s obligations under this Note in such order and manner as Lender shall determine in its sole discretion.

INTEREST RATE AND SCHEDULED PAYMENT CHANGES. Interest on the principal of this Note from time to time outstanding will begin to accrue on the date of this Note and continue until all principal and accrued interest on this Note shall have been fully paid and satisfied. Before maturity, the interest rate on this Note will be fixed at 16.8% per annum, and all past due principal and interest shall bear interest at a rate per annum equal to the less of 18% per annum or the Highest Lawful Rate. It is the intention of Borrower and Lender to conform strictly to the usury laws in force in the State of Texas and in the United States of America, as applicable. If, for any reason whatsoever, the interest paid or received on this Note shall exceed the Highest Lawful Rate (defined below), the owner or holder of this Note shall credit on the principal hereof, or after all principal has been paid, refund to the payor, such portion of said interest as may be necessary to cause the interest paid on this Note to equal to the Highest Lawful Rate. “Highest Lawful Rate” means the maximum non-usurious rate of interest from time to time permitted by applicable federal or Texas law, whichever permits the higher lawful rate. All sums paid or agreed to be paid to the owner or holder hereof for the use, forbearance or detention of the indebtedness evidenced hereby shall, to the extent permitted

by applicable law, be amortized, prorated, allocated and spread throughout the full term of this Note. To the fullest extent permitted by law, all amounts charged, paid or received hereunder shall be characterized as a fee or an expense and not as interest. In the event any amount is charged, paid or received hereunder which would result in a payment of interest in excess of the Highest Lawful Rate, such overcharged or overpaid amount may, at Lender's or any subsequent owner's or holder's discretion, be applied as a partial prepayment of principal or refunded to Borrower.

LATE PAYMENT CHARGE. If any required payment is more than 10 days late, then at Lender's option, Lender will assess a late payment charge of 5.000% of the amount of the required payment then past due.

SECURITY. This Note is secured by a security agreement dated June 1, 2020, between the Borrower, as debtor, and the Lender, as secured party, covering deposit accounts.

RIGHT OF SET-OFF. To the extent permitted by law, Borrower agrees that Lender has the right to set-off any amount due and payable under this Note, whether matured or unmatured, against any amount owing by Lender to Borrower. Such right of set-off may be exercised by Lender against Borrower or against any assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor of Borrower, or against else claiming through or against Borrower or such assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of set-off has not been exercised by Lender prior to the making, filing or issuance or service upon Lender of, or of notice of, assignment for the benefit of creditors, appointment or application for the appointment of a receiver, or issuance of execution, subpoena or order or warrant. Borrower agrees to hold Lender harmless from any claim arising as a result of Lender exercising Lender's right to set-off.

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, mortgages, deeds of trust, deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments and any other documents or agreements executed in connection with this Note whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Note by reference thereto, with the same force and effect as if fully set forth herein.

DEFAULT. Upon the occurrence of any one of the following events (Each, an "Event or Default" or "default" or "event of default"), Lender's obligations, if any, to make any advances will, at Lender's option, immediately terminate and Lender, at its option, may declare all indebtedness of Borrower to Lender under this Note immediately due and payable without further notice of any kind notwithstanding anything to the contrary in this Note or any other agreement: (a) Borrower's failure to make any payment on time in the amount due; (b) any default by Borrower under the terms of this Note or any other Related Documents executed in connection with this Note; (c) any default by Borrower under the terms of any Related Documents in favor of Lender; (d) the dissolution or termination of existence of Borrower or any guarantor; (e) Borrower is not paying Borrower's debts as such debts become due; (f) the commencement of any proceeding under bankruptcy or insolvency laws by or against Borrower or any guarantor or the appointment of a receiver; (g) any default under the terms of any other indebtedness of Borrower to any other creditor; (h) any writ of attachment, garnishment, execution, tax lien or similar instrument is issued against any collateral securing the loan, if any, or any of Borrower's property or any judgment is entered against Borrower or any guarantor; (i) any part of Borrower's business is sold to or merged with any other business, individual, or entity; (j) any representation or warranty made by Borrower to Lender in any of the Related Documents or any financial statement delivered to Lender proves to have been false in any material respect as of the time when made or given; (k) if any guarantor, or any other party to any Related Documents in favor of Lender entered into or delivered in connection with this Note terminates, attempts to terminate or defaults under any such Related Documents in favor of Lender entered into or delivered in connection with this Note terminates, attempts to terminate or defaults under any such Related Documents; (l) Lender has deemed itself insecure or there has been a material adverse change of condition of the financial prospects of Borrower or any collateral securing the obligations owing to Lender by Borrower. Upon the occurrence of an event of default, Lender may pursue any remedy available under any Related Document, at law or in equity.

GENERAL WAIVERS. To the extent permitted by law, the Borrower severally waives any required notice of presentment, demand, acceleration, intent to accelerate, protest and any other notice and defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral. No failure or delay on the part of Lender, and no course of dealing between Borrower and Lender, shall operate as a waiver of such power or right, nor

shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

JOINT AND SEVERAL LIABILITY. If permitted by law, each Borrower executing this Note is jointly and severally bound.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Note is invalid or prohibited by law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Note without invalidating the remainder of either the affected provision or this Note.

SURVIVAL. The rights and privileges of the Lender hereunder shall inure to the benefit of its successors and assigns, and this Note shall be binding on all heirs, executors, administrators, assigns and successors of Borrower.

ASSIGNABILITY. Lender may assign, pledge or otherwise transfer this Note or any of its rights and powers under this Note without notice, with all or any of the obligations owing to Lender by Borrower, and in such event the assignee shall have the same rights as if originally named herein in place of Lender. Borrower may not assign this Note or any benefit accruing to it hereunder or delegate any of its obligations hereunder without the express written consent of the Lender.

GOVERNING LAW. This Note is governed by the laws of the state of Texas except to the extent that federal law controls. Venue shall be deemed to be proper in Young, County, Texas, being the place of payment on this note and the place at which the contract had its inception and is to be performed.

HEADING AND GENDER. The headings preceding text in this Note are for general convenience in identifying subject matter but have no limiting impact on the text which follows any particular heading. All words used in this Note shall be construed to be of such gender or number as the circumstances require.

ATTORNEYS' FEES AND OTHER COSTS. If legal proceedings are instituted to enforce the terms of this Note, Borrower agrees to pay all costs of the Lender in connection therewith, including reasonable attorney's fees, to the extent permitted by law.

ADDITIONAL PROVISIONS. Federal Small Business Certification. Borrower represents, warrants and certifies, that none of the principals of Borrower or Borrower's affiliates have been convicted of, or pleaded nolo contendere to, any offense covered by 42 U.S.C. sec.16911(7). For purposes of this subsection, the term "principal" means: (a) with respect to a sole proprietorship, the proprietor; (b) with respect to a partnership, each managing partner and each partner who is a natural person and holds twenty percent (20.00%) or more ownership interest in the partnership; and (c) with respect to a corporation, limited liability company, association or development company, each director, each of the five most highly compensated executives or officers of the entity, and each natural person who is direct or indirect holder of twenty percent (20.00%) or more of the ownership stock or stock equivalent of the entity.

The loan proceeds are to fund operation of its nursing homes, including Borrower's inter-governmental transfers for Borrower's participation in the Quality Incentive Payment Program for Nursing Facilities provided for and described in Tex. Admin. Code §353.1301 and §353.1303, Borrower and signers, with proper board of director approval and consent, certify the loan proceeds will be used for this sole purpose, and to the best of their knowledge, they are authorized to borrow this loan for this purpose. Borrower agrees to cause all "QIPP capitation rate components" funds ("QIPP Funds") as defined in Tex. Admin. Code §353.1303(g) to be direct deposited by the Managed Care Organizations described in Tex. Admin. Code §353.1303(b)(6) into the Borrower's Government Receivables Account at Interbank in Graham, Texas. The account number for the Government Receivables Account is 1755271008. Said account shall be subject to a Deposit Account Instruction and Service Agreement ("DAISA") entered between Lender, Interbank, and Borrower that requires all QIPP Funds on deposit to be swept daily into the Borrower's Funding and Disbursement Account, account number 1755470228. The Funding and Disbursement Account shall be subject to a Deposit Account Control Agreement ("DACA") between Lender, Interbank, and Borrower. Except as required in this Agreement, the Borrower agrees to not withdraw any funds defined as "Component 1" funds pursuant to Tex. Admin. Code §353.1303(g)(1) from the Funding and Disbursement Account before maturity of the Note and such funds will be used to make timely payments on this Note

This Note and the Related Documents constitute the complete and final expression of the parties' loan agreement and may not be amended or modified by oral agreement.

No present or future agreement securing any other debt owed to Salt Creek Capital, LLC will secure the payment of this Loan if, with respect to this loan, Borrower fails to fulfill any necessary requirements or limitations of Sections 19(a), 32 or 35 of Regulation Z or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007. This Note is governed by the laws of Texas and the United States of America, and to the extent required, by the laws of the jurisdiction where the property securing this Note is located, except to the extent such state laws are preempted by federal law. Borrower agrees to supply Salt Creek Capital, LLC with whatever information it reasonably requests. Salt Creek Capital, LLC will make requests for this information without undue frequency and will give Borrower reasonable time in which to supply the information. Unless otherwise required by law, any notice will be given by delivering it or mailing it by email or first-class mail. Notice to one Borrower will be deemed to be notice to all Borrowers. Borrower will inform Salt Creek Capital, LLC in writing of any change in my name, address or other application information and agrees to provide Salt Creek Capital, LLC any correct and complete financial statements or other information it requests. Borrower agrees to sign, deliver, and file any additional documents or certifications that Salt Creek Capital, LLC may consider necessary to perfect, continue, and preserve any obligations under the Loan and to confirm Salt Creek Capital, LLC lien status on any Property. Time is of the essence.

By signing this Note, Borrower acknowledges reading, understanding, and agreeing to all its provisions and receipt of a true and complete copy of this Note.

Borrower: Winnie-Stowell Hospital District

By: _____

Name: _____

Title: _____

Exhibit "A"
Payment Schedule

Winnie-Stowell Loan 17A

Compound Period : Monthly

Nominal Annual Rate : 16.800 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	06/01/2020	6,042,712.83	1		
2 Payment	07/01/2020	84,597.98	9	Monthly	03/01/2021
3 Payment	04/01/2021	6,127,310.81	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	06/01/2020				6,042,712.83
1	07/01/2020	84,597.98	84,597.98	0.00	6,042,712.83
2	08/01/2020	84,597.98	84,597.98	0.00	6,042,712.83
3	09/01/2020	84,597.98	84,597.98	0.00	6,042,712.83
4	10/01/2020	84,597.98	84,597.98	0.00	6,042,712.83
5	11/01/2020	84,597.98	84,597.98	0.00	6,042,712.83
6	12/01/2020	84,597.98	84,597.98	0.00	6,042,712.83
2020 Totals		507,587.88	507,587.88	0.00	
7	01/01/2021	84,597.98	84,597.98	0.00	6,042,712.83
8	02/01/2021	84,597.98	84,597.98	0.00	6,042,712.83
9	03/01/2021	84,597.98	84,597.98	0.00	6,042,712.83
10	04/01/2021	6,127,310.81	84,597.98	6,042,712.83	0.00
2021 Totals		6,381,104.75	338,391.92	6,042,712.83	
Grand Totals		6,888,692.63	845,979.80	6,042,712.83	

LOAN 17a
SECURITY AGREEMENT FOR
10 MONTH-SHORT TERM COMMERCIAL REVENUE NOTE
June 1, 2020–March 31, 2021

Effective as of June 1, 2020, WINNIE-STOWELL HOSPITAL DISTRICT, a political subdivision of the State of Texas (“Debtor”), whose address is P.O. Box 1997, Winnie, Texas 77665, and SALT CREEK CAPITAL, LLC (“Secured Party”), a Texas limited liability company whose address is P.O. Box 930, 455 Elm Street, Suite 100, Graham, Texas 76540, agree as follows:

ARTICLE 1
LOAN AGREEMENT

Debtor is a Political Subdivision of the State of Texas that was created pursuant to Article IX, Section 9 of the Texas Constitution and Chapter 286 of the Health and Safety Code. Pursuant to Article III, Section 52 of the Texas Constitution, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. Both the Debtor and the Lender understand that neither the State of Texas, the unit, nor any political corporation, subdivision, or agency of the state (i.e., the Debtor) shall be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the state, the unit, or any other political corporation, subdivision, or agency thereof is pledged to the payment of the principal of or the interest on such debt, note, or bonds.

Debtor and Secured Party have agreed that Secured Party will from time to time, in its discretion and on an uncommitted basis, fund a loan or loans to Debtor to fund Debtor’s operation of its nursing homes, including Debtor’s inter-governmental transfers for Debtor’s participation in the Quality Incentive Payment Program for Nursing Facilities provided for and described in Tex. Admin. Code §353.1301 and §353.1303, as amended, each such loan to be evidenced by a promissory note (the “Note”), whether one or more) executed or to be executed by Debtor and made payable to the order of Secured Party. Debtor agrees to cause all “QIPP capitation rate components” funds (“QIPP Funds”) as defined in Tex. Admin. Code §353.1303(g) to be direct deposited by the Managed Care Organizations described in Tex. Admin. Code §353.1303(b)(6) into the Debtor’s Government Receivables Account at Interbank in Graham, Texas. The account number for the Government Receivables Account is 1755271008. Said account shall be subject to a Deposit Account Instruction and Service Agreement (“DAISA”) entered between Secured Party, Interbank, and Debtor that requires all QIPP Funds on deposit to be swept daily into the Debtor’s Funding and Disbursement Account, account number 1755470228. The Funding and Disbursement Account shall be subject to a Deposit Account Control Agreement (“DACA”) between Secured Party, Interbank, and Debtor. The Debtor agrees to not withdraw any funds defined as “Component 1” funds pursuant to Tex. Admin. Code §353.1303(g)(1) from the Funding and Disbursement Account before maturity of the Note.

ARTICLE 2
CREATION OF SECURITY INTEREST

In order to secure the prompt and unconditional payment of the Debt (defined in Section 3.2) and the other obligations of Debtor hereinafter described or referred to, and the performance of the obligations, covenants, agreements and undertakings herein described, and to the extent allowed by the United States Code; Code of Federal Regulations; any rules and regulations promulgated by an agent of the United State of America, including but not limited to, the Center for Medicare and Medicaid Services (“CMS”); Article III, Section 52 of the Texas Constitution; or statutes of the State of Texas, Debtor hereby grants to Secured Party a security interest in and mortgages, assigns, transfers, delivers, pledges, sets over and confirms to Secured Party all of Debtor’s non-Federal, non-Medicaid, or non-Medicare revenues, powers, privileges, rights, titles and interests (including all power of Debtor, if any, to pass greater title than it has itself) of every kind and character now owned or hereafter acquired, created or arising in and to the following:

- (i) Account maintained by the Debtor with InterBank, Graham, Texas, Account Number: 1755470228, for the purpose of serving as the Debtor’s Funding and Disbursement Account.
- (ii) To the extent allowed by the laws of the United States and the State of Texas, all other bank deposit accounts now owned or hereafter established or acquired by Debtor with InterBank, Graham, Texas or any other state bank or national banking association; and
- (iii) all interest on the foregoing; all modifications, extensions and increases of the foregoing; all sums now or at any time hereafter on deposit in the foregoing or represented by the foregoing; all shares, deposits, investments and interest of every kind of Debtor at any time evidenced by any deposit account receipt or certificate relating to the foregoing or issued in connection with the foregoing, and all other related property;

together with all accessions, appurtenances and additions to and substitutions for any of the foregoing and all products and proceeds of any of the foregoing, together with all renewals and replacements of any of the foregoing, all accounts, receivables, accounts receivable, instruments, notes, chattel paper, documents, books, records, contract rights and general intangibles arising in connection with any of the foregoing. All of the property and interests described in this Article are herein collectively called the “Collateral.” The inclusion of proceeds does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not authorized by Secured Party in writing. It is expressly contemplated that additional Collateral may from time to time be pledged to Secured Party as additional security for the Debt (hereinafter defined), and the term “Collateral” as used herein shall be deemed for all purposes hereof to include all such Collateral, together with all other property of the types described above related to the Collateral.

Each capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement.

ARTICLE 3
SECURED INDEBTEDNESS

3.1. This Security Agreement (this “Agreement”) is made to secure Note, (10 Month Day) Short Term Commercial Note signed on June 1, 2020 by the Debtor with a term ending March 31, 2021, and all of the following present and future debt and obligations including:

- (a) any and all obligations of Debtor, whether absolute or contingent and howsoever and whensoever arising under the Note or any of them;

- (b) any and all obligations of Debtor evidenced by the Note and the any Related Documents (as defined in the Note, to which reference is here made for all purposes);
- (c) all other obligations incurred by Debtor to Secured Party, if any, described or referred to in any other place in this Agreement; and
- (d) any and all sums and the interest which accrues on them as provided in this Agreement which Secured Party may advance or which Debtor may owe Secured Party pursuant to this Agreement on account of Debtor's failure to keep, observe or perform any of Debtor's covenants under this Agreement.

3.2. The term "Debt" means and includes all debt and obligations of Debtor to Secured Party described or referred to in Section 3.1. The Debt includes interest and other obligations accruing or arising on the Debt after (a) commencement of any case under any bankruptcy or similar laws by or against any party comprising Debtor or any other person or entity now or hereafter primarily or secondarily obligated to pay all or any part of the Debt (with such parties comprising Debtor and any such other persons and entities being sometimes hereinafter collectively referred to as "Obligors") or (b) the obligations of any Obligor shall cease to exist by operation of law or for any other reason. The Debt also includes all reasonable attorneys' fees and any other expenses incurred by Secured Party in enforcing this Agreement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

Debtor represents and warrants as follows:

- (a) Debtor is the legal and equitable owner and holder of good and marketable title to the Collateral free of any adverse claim and free of any security interest or encumbrance except only for the security interest granted hereby in the Collateral. Debtor agrees to defend the Collateral and its proceeds against all claims and demands of any person at any time claiming the Collateral, its proceeds or any interest in either. Debtor has not heretofore granted control of the Collateral to any Person other than Secured Party or signed or authorized the filing of any financing statement directly or indirectly affecting the Collateral or any part of it which has not been completely terminated of record, and no such financing statement signed or authorized by Debtor is now on file in any public office.
- (b) Debtor's execution, delivery and performance of this Agreement has been duly authorized by all necessary action under Debtor's organizational documents and otherwise. Debtor's execution, delivery and performance of this Agreement do not and will not require (i) any consent of any other person or entity or (ii) any consent, license, permit, authorization or other approval (including foreign exchange approvals) of any court, arbitrator, administrative agency or other governmental authority, or any notice to, exemption by, any registration, declaration or filing with or the taking of any other action in respect of, any such court, arbitrator, administrative agency or other governmental authority.
- (c) Neither execution or delivery of this Agreement, nor the fulfillment of or compliance with the terms and provisions hereof will (i) violate any constitutional provision, law or rule, or any regulation, order or decree of any governmental authority or the basic organizational documents of Debtor or (ii) conflict with or result in a breach of the terms, conditions or provisions of, or cause a default under, any agreement, instrument, franchise, license or concession to which Debtor is a party or bound.

- (d) Debtor has duly and validly executed, issued and delivered this Agreement. This Agreement is in proper legal form for prompt enforcement and is Debtor's valid and legally binding obligation, enforceable in accordance with its respective terms. Debtor does not have any indebtedness other than indebtedness owing to Secured Party and indebtedness specifically disclosed in writing to Secured Party prior to the date hereof.
- (e) Debtor is now solvent, and no bankruptcy or insolvency proceedings are pending or contemplated by or to Debtor's knowledge against Debtor. Debtor's liabilities and obligations under this Agreement do not and will not render Debtor insolvent, because Debtor's liabilities to exceed Debtor's assets or leave Debtor with too little capital to properly conduct all of its business as now conducted or contemplated to be conducted.
- (f) All of Debtor's books and records with regard to the Collateral are maintained and kept at the address of Debtor set forth in this Agreement.
- (g) The liens and security interests of this Agreement will constitute valid and perfected first and prior liens and security interests on the Collateral, subject to no other liens, security interests or charges whatsoever.
- (h) The Collateral is genuine, free from any restriction on transfer, duly and validly authorized and issued, constituting the valid and legally binding obligation of the issuer or issuers thereof, enforceable in accordance with its terms, and fully paid, and is hereby duly and validly pledged and hypothecated to Secured Party in accordance with law.
- (i) There is no action, suit or proceeding pending or, to the best of Debtor's knowledge, threatened against or affecting Debtor or the Collateral, at law or in equity, or before or by any governmental authority, which might result in any material adverse change in Debtor's business or financial condition or in the Collateral or in Debtor's other property or Debtor's interest in it.
- (j) Debtor is not in default with respect to any order, writ, injunction, decree or demand of any court or other governmental authority, in the payment of any debt for borrowed money or under any agreement or other papers evidencing or securing any such debt.
- (k) Debtor is not a party to any contract or agreement which materially and adversely affects its business, property, assets or financial condition.

ARTICLE 5 COVENANTS

- 5.1. Debtor covenants and agrees with Secured Party as follows:
- (a) Debtor shall furnish to Secured Party such instruments as may be reasonably required by Secured Party to assure Secured Party's control of the Collateral and the transferability of the Collateral when and as often as may be requested by Secured Party.
 - (b) If the validity or priority of this Agreement or of any rights, titles, security interests or other interests created or evidenced hereby shall be attacked, endangered or questioned or if any legal proceedings are instituted with respect thereto, Debtor will give prompt written notice thereof to Secured Party and at Debtor's own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal

proceedings, and Secured Party (whether or not named as a party to legal proceedings with respect thereto) is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Agreement and the rights, titles, security interests and other interests created or evidenced hereby, and all expenses so incurred of every kind and character shall constitute sums advanced pursuant to Section 5.2.

- (c) Debtor will, on request of Secured Party, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Agreement or in any other instrument executed in connection herewith or in the execution or acknowledgment thereof, (ii) execute, acknowledge, deliver and record or file such further instruments (including further security agreements, financing statements and continuation statements) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Agreement and such other instruments and to subject to the security interests hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby including specifically any renewals, additions, substitutions, replacements or appurtenances to the then Collateral, and (iii) execute, acknowledge, deliver, procure and record or file any document or instrument (including specifically any financing statement) deemed advisable by Secured Party to protect the security interest hereunder against the rights or interests of third persons, and Debtor will pay all costs connected with any of the foregoing.
- (d) To the extent not prohibited by applicable law, Debtor will pay all out-of-pocket costs and expenses and reimburse Secured Party for any and all expenditures of every character incurred or expended from time to time in connection with enforcing and realizing upon Secured Party's security interests in and liens on any of the Collateral, and all costs and expenses relating to Secured Party's exercising any of its rights and remedies under this Agreement or at law; provided, that no right or option granted by Debtor to Secured Party or otherwise arising pursuant to any provision of this or any other instrument shall be deemed to impose or admit a duty on Secured Party to supervise, monitor or control any aspect of the character or condition of any of the Collateral or any operations conducted in connection with it for the benefit of Debtor or any other person or entity other than Secured Party. Any amount to be paid under this Section by Debtor to Secured Party shall be a demand obligation owing by Debtor to Secured Party and shall bear interest from the date of expenditure until paid at the highest lawful rate permitted by applicable law (the "Past Due Rate").
- (e) Debtor will not sell, lease, exchange, lend, rent, assign, transfer or otherwise dispose of, or pledge, hypothecate or grant any security interest in, or permit to exist any lien, security interest, charge or encumbrance against, all or any part of the Collateral or any interest therein or permit any of the foregoing to occur or arise or permit title to the Collateral, or any interest therein, to be vested in any other party, in any manner whatsoever, by operation of law or otherwise, without the prior written consent of Secured Party.
- (f) Debtor agrees that as part of this Security Agreement, Debtor will comply with the terms of its Third Amended Transfer Procedures adopted by the Debtor's Board on April 18, 2018, including, but not limited, obtaining written consent of the Secured Party before changing the Procedures.

5.2. If Debtor should fail to comply with any of its agreements, covenants or obligations under this Agreement and such failure continues beyond any applicable notice or cure period afforded herein, then Secured Party (in Debtor's name or in Secured Party's own name) may perform them or cause them to be performed for Debtor's account and at Debtor's expense, but shall have no obligation to perform any of them or cause them to be performed. Any and all expenses thus incurred or paid by Secured Party shall be

Debtor's obligations to Secured Party due and payable on demand, and each shall bear interest from the date Secured Party pays it until the date Debtor repays it to Secured Party, at the Past Due Rate. Upon making any such payment or incurring any such expense, Secured Party shall be fully and automatically subrogated to all of the rights of the person, corporation or body politic receiving such payment. Any amounts owing by Debtor to Secured Party pursuant to this or any other provision of this Agreement shall automatically and without notice be and become a part of the Debt and shall be secured by this and all other instruments securing the Debt.

ARTICLE 6 EVENTS OF DEFAULT

The occurrence of an Event of Default under any Note shall constitute an Event of Default (herein so called) under this Agreement.

ARTICLE 7 REMEDIES IN EVENT OF DEFAULT

- 7.1. At any time after the occurrence of an Event of Default:
- (a) Secured Party shall have the option of declaring, without notice to any person, all Debt to be immediately due and payable and take possession of such Debt and all accrued and unpaid interest from any accounts on which secured party has perfected a lien;
 - (b) Secured Party shall have all the rights of a secured party after default under the Uniform Commercial Code of Texas and in conjunction with, in addition to or in substitution for those rights and remedies:
 - (i) it shall not be necessary that the Collateral or any part thereof be present at the location of any sale pursuant to the provisions of this Article; and
 - (ii) before application of proceeds of disposition of the Collateral to the Debt, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by Secured Party, each Obligor, to the extent applicable, to remain liable for any deficiency; and
 - (iii) the sale by Secured Party of less than the whole of the Collateral shall not exhaust the rights of Secured Party hereunder, and Secured Party is specifically empowered to make successive sale or sales hereunder until the whole of the Collateral shall be sold; and, if the proceeds of such sale of less than the whole of the Collateral shall be less than the aggregate of the Debt, this Agreement and the security interest created hereby shall remain in full force and effect as to the unsold portion of the Collateral just as though no sale had been made; and
 - (iv) in the event any sale hereunder is not completed or is defective in the opinion of Secured Party, such sale shall not exhaust the rights of Secured Party hereunder and Secured Party shall have the right to cause a subsequent sale or sales to be made hereunder; and
 - (v) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of any

indebtedness or as to the occurrence of any default, or as to Secured Party having declared all of such indebtedness to be due and payable, or as to notice of time, place and terms of sale and the Collateral to be sold having been duly given, as to any other act or thing having been duly done by Secured Party, shall be taken as *prima facie* evidence of the truth of the facts so stated and recited; and

- (vi) Secured Party may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Secured Party, including the sending of notices and the conduct of sale, but in the name and on behalf of Secured Party; and
- (vii) demand of performance, advertisement and presence of property at sale are hereby WAIVED by Debtor and Secured Party is hereby authorized to sell hereunder any evidence of debt it may hold as security for the Debt. All demands and presentments of any kind or nature are expressly WAIVED by Debtor. Debtor WAIVES the right to require Secured Party to pursue any other remedy for the benefit of Debtor and agrees that Secured Party may proceed against any Obligor for the amount of the Debt owed to Secured Party without taking any action against Debtor any other Obligor without selling or otherwise proceeding against or applying any of the Collateral in Secured Party's possession.

7.2. All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other instrument securing the payment of the Debt, or any part thereof, or otherwise benefiting Secured Party, and the resort to any remedy provided for hereunder or under any such other instrument or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

7.3. Secured Party may resort to any security given by this Agreement or to any other security now existing or hereafter given to secure the payment of the Debt, in whole or in part, and in such portions and in such order as may seem best to Secured Party in its sole and absolute discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits or security interests evidenced by this Agreement.

7.4. To the full extent Debtor may do so, Debtor agrees that Debtor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Debtor, for Debtor, Debtor's heirs, devisees, executors, administrators, personal representatives, successors, receivers, trustees and assigns, and for any and all persons ever claiming any interest in the Collateral, to the extent permitted by law, hereby WAIVES and releases all rights of redemption, valuation, appraisal, stay of execution, notice of intention to mature or to declare due the whole of the Debt, notice of election to mature or to declare due the whole of the Debt and all rights to a marshaling of the assets of Debtor, including the Collateral, or to a sale in inverse order of alienation in the event of foreclosure of the security interest hereby created.

ARTICLE 8 ADDITIONAL AGREEMENTS

8.1. Subject to the automatic reinstatement provisions set forth below, upon full payment and performance of the Debt and final termination of all obligations, if any, of Secured Party to fund loans or provide other financial accommodations to or for Debtor, all rights under this Agreement shall terminate and the Collateral shall thereafter become wholly clear of the security interest evidenced hereby, and upon written request by Debtor such security interest shall be released by Secured Party in due form, at Debtor's cost.

8.2. Secured Party may waive any default without waiving any other prior or subsequent default. Secured Party may remedy any default without waiving the default remedied. The failure by Secured Party to exercise any right, power or remedy upon any default shall not be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Secured Party of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Debtor therefrom shall in any event be effective unless the same shall be in writing and signed by Secured Party and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to nor demand on Debtor in any case shall of itself entitle Debtor to any other or further notice or demand in similar or other circumstances. Acceptance by Secured Party of any payment in an amount less than the amount then due on the Debt shall be deemed an acceptance on account only and shall not in any way affect the existence of a default hereunder.

8.3. Secured Party shall not be required to take any steps necessary to preserve any rights against prior parties to any of the Collateral.

8.4. The security interest and other rights of Secured Party hereunder shall not be impaired by any indulgence, moratorium or release granted by Secured Party, including but not limited to (a) any renewal, extension or modification which Secured Party may grant with respect to the Debt, (b) any surrender, compromise, release, renewal, extension, exchange or substitution which Secured Party may grant in respect of any item of the Collateral, or any part thereof or any interest therein, or (c) any release or indulgence granted to any endorser, guarantor or surety of the Debt.

8.5. Debtor hereby authorizes Secured Party to cause all financing statements and continuation statements relating hereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Secured Party shall reasonably elect and will pay all such recording, filing, re-recording, and refiling taxes, fees and other charges. Debtor also hereby authorizes Secured Party to take such other measures as Secured Party may deem necessary or appropriate to perfect any security interests created hereunder in and to the Collateral.

8.6. In the event the ownership of the Collateral or any part thereof becomes vested in a person other than Debtor, Secured Party may, without notice to Debtor, deal with such successor or successors in interest with reference to this Agreement and to the Debt in the same manner as with Debtor, without in any way vitiating or discharging Debtor's liability hereunder or upon the Debt. No sale of the Collateral, and no forbearance on the part of Secured Party and no extension of the time for the payment of the Debt given by Secured Party shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Debtor hereunder for the payment of the Debt or the liability of any other person hereunder for the payment of the Debt, except as agreed to in writing by Secured Party.

8.7. Any other or additional security taken for the payment of any of the Debt shall not in any manner affect the security given by this Agreement.

8.8. If any part of the Debt cannot be lawfully secured by this Agreement, or if the lien, assignments and security interests of this Agreement cannot be lawfully enforced to pay any part of the Debt, then and in either such event, at the option of Secured Party, all payments on the Debt shall be deemed to have been first applied against that part of the Debt.

8.9. This Agreement shall not be changed orally but shall be changed only by agreement in writing signed by Debtor and Secured Party. No course of dealing between the parties, no usage of trade and no parole or extrinsic evidence of any nature shall be used to supplement or modify any of the terms or provisions of this Agreement.

8.10. Any notice, request or other communication required or permitted to be given hereunder shall be given in writing by delivering it against receipt for it, by depositing it with an overnight delivery service or by depositing it in a receptacle maintained by the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the respective parties at the addresses shown herein (and if so given, shall be deemed given when mailed). Debtor's address for notice may be changed at any time and from time to time, but only after thirty (30) days' advance written notice to Secured Party and shall be the most recent such address furnished in writing by Debtor to Secured Party. Secured Party's address for notice may be changed at any time and from time to time, but only after ten (10) days' advance written notice to Debtor and shall be the most recent such address furnished in writing by Secured Party to Debtor. Actual notice, however and from whomever given or received, shall always be effective when received.

8.11. This Agreement shall be binding upon Debtor, and the heirs, devisees, executors, administrators, personal representatives, trustees, beneficiaries, conservators, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall benefit Secured Party and its successors and assigns.

8.12. Secured Party is hereby authorized at any time and from time to time after the occurrence of an Event of Default, without notice to any person or entity (and Debtor hereby WAIVES any such notice) to the fullest extent permitted by law, to set-off and apply any and all monies, securities and other properties of Debtor now or in the future in the possession, custody or control of Secured Party, or on deposit with or otherwise owed to Debtor by Secured Party including without limitation the Collateral and all other monies, securities and other properties held in general, special, time, demand, provisional or final accounts or for safekeeping or as collateral or otherwise (but excluding those accounts clearly designated as escrow or trust accounts held by Debtor for others unaffiliated with Debtor) against any and all of Debtor's obligations to Secured Party now or hereafter existing, irrespective of whether Secured Party shall have made any demand therefor.

8.13. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. Each waiver in this Agreement is subject to the overriding and controlling rule that it shall be effective only if and to the extent that (a) it is not prohibited by applicable law and (b) applicable law neither provides for nor allows any material sanctions to be imposed against Secured Party for having bargained for and obtained it.

8.14. The pronouns used in this Agreement are in the masculine and neuter genders but shall be construed as feminine, masculine or neuter as occasion may require. "Secured Party", "Obligor" and "Debtor" as used in this Agreement include the heirs, devisees, executors, administrators, personal representatives, trustees, beneficiaries, conservators, receivers, successors and assigns of those parties.

8.15. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement. Terms used in this Agreement which are defined in the Texas Uniform Commercial Code are used with the meanings as therein defined. Wherever the term "including" or a similar term is used in

this Agreement, it shall be read as if it were written “including by way of example only and without in any way limiting the generality of the clause or concept referred to.”

8.16. This Agreement is performable in Young County, Texas, which shall be a proper place of venue for suit on or in respect of this Agreement. Debtor irrevocably agrees that any legal proceeding in respect of this Agreement shall be brought in the district courts of Young County, Texas or the United States District Court for the Northern District of Texas. Nothing herein shall affect the right of Secured Party to commence legal proceedings or otherwise proceed against Debtor in any jurisdiction or to serve process in any manner permitted by applicable law. Debtor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.

8.17. Debtor agrees that, if at any time all or any part of any payment previously applied by Secured Party to the Debt is or must be returned by Secured Party or recovered from Secured Party for any reason (including the order of any bankruptcy court), this Agreement shall automatically be reinstated to the same effect, as if the prior application had not been made, and, in addition, Debtor hereby agrees to indemnify Secured Party against, and to save and hold Secured Party harmless from any required return by Secured Party or recovery from Secured Party of any such payments because of its being deemed preferential under applicable bankruptcy, receivership or insolvency laws, or for any other reason.

8.18. This Agreement embodies the entire agreement and understanding between Secured Party and Debtor with respect to their subject matter and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. Debtor acknowledges and agrees there is no oral agreement between Debtor and Secured Party which has not been incorporated in this Agreement.

8.19. Provided no default or Event of Default is continuing, cash on deposit comprising the Collateral may be requested by Debtor to pay for customary operating expenses of the Project incurred by Debtor after the date the Evidence of Completion has been delivered to Lender. Such requests shall be accompanied by bills or invoices setting forth in reasonable detail the basis for the expense, the name of the payee, and all relevant payment information.

NOTICE PURSUANT TO TEX. BUS. & COMM. CODE 26.02

THIS AGREEMENT, THE LOAN AGREEMENT AND ANY OTHER RELATED CREDIT DOCUMENTS TOGETHER CONSTITUTE A WRITTEN AGREEMENT AND REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

DEBTOR:

WINNIE-STOWELL HOSPITAL DISTRICT

By: _____

Name: Edward Murrell

Title: President, Winnie Stowell Hospital District

SECURED PARTY:

SALT CREEK CAPITAL, LLC

By: _____

Name: Alfred G. Allen, III

Title: President

Exhibit “H”

**AMENDMENT OF THE
INTERLOCAL COOPERATION ACT CONTRACT
TO PROVIDE HEALTH CARE SERVICES
BETWEEN THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
AND WINNIE-STOWELL HOSPITAL DISTRICT**

This **Amendment of The Interlocal Cooperation Act Contract** (“Amendment”) is made and entered into by and between Winnie-Stowell Hospital District (“Hospital District”) and The University of Texas Medical Branch at Galveston (“UTMB”), to be effective as of September 1, 2019 (“Effective Date”), regardless of the date of execution.

RECITALS

- A. Hospital District and UTMB entered into the Interlocal Cooperation Act Contract and Business Associate Agreement effective September 1, 2014 (the “Contract”), wherein UTMB agreed to provide health care services to Hospital District’s eligible residents, as more specifically described in the Contract.
- B. Hospital District and UTMB entered into a one year Renewal, having an effective date of September 1, 2015 (“Renewal”), as more particularly described therein.
- C. Hospital District and UTMB entered into an amendment to (a) amend the term of the Contract by extending the term to September 1, 2016 through August 31, 2017; (b) amend the term of the Contract by adding a renewal provision that renews the Contract for two additional consecutive one year terms through August 31, 2019; (c) update payment mailing addresses and contact information for notices; and (d) ratify the terms of the Contract and enter into the amendment as provided therein.
- D. Hospital District and UTMB now wish to enter into this Amendment to (a) amend the term of the Contract by extending the term, effective September 1, 2019 through August 31, 2020; (b) amend the Contract by adding an auto-renewal provision for additional one year terms; (c) amend the Contract to add without cause termination language; (d) amend the Notice section for UTMB’s information; (e) clarify that UTMB will send annual rate updates to Hospital District through mutually agreed upon manner and method; and (f) ratify the terms of the Contract and enter into this Amendment as provided herein.

CONTRACT AMENDMENT

For and in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, Hospital District and UTMB hereby agree to amend the Contract, as follows:

- 1. **AMENDMENT OF TERM & DELETE A SECTION.**
 - a. Section 4.1, Term and Termination is amended by replacing the first paragraph as follows:

“4.1 The term of this Contract shall be from September 1, 2019 through August 31, 2020, regardless of the date of execution. The Contract will automatically renew for one year terms, subject to any applicable rate changes published by the Texas Health and Human Services Commission, which will be provided annually to the Hospital District in a manner and method mutually

agreed upon between the parties, appearing as Exhibit D under the Contract. This Contract may be terminated without cause by either party at any time by giving thirty (30) days' written notice to the other party, or as otherwise specified herein."

b. Section 4.12 is hereby deleted from the Contract.

2. **AMENDMENT OF NOTICE PROVISION.**

4.6 UTMB's Notice section is hereby updated as follows [update in **bold**]:

"UTMB: Cheryl A. Sadro, CPA, MSM
Chief Financial Officer
The University of Texas Medical Branch
301 University Blvd.
Galveston, TX 77555-0128"

3. **Ratification and Defined Terms.** Except as modified by this Amendment, the Contract shall continue in full force and effect. UTMB and Hospital District each hereby ratify, affirm, and agree that the Contract, as herein modified and extended, represents the valid, binding and enforceable obligations of UTMB and Hospital District respectively. In the event of any conflict or inconsistency between the provisions of the Contract and this Amendment, the provisions of this Amendment shall control and govern. Except as otherwise defined in this Amendment, each of the terms used herein shall have the same meaning assigned to such terms in the Contract.

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Amendment and has caused this Amendment to be executed by its duly authorized representative as of the Effective Date.

WINNIE-STOWELL HOSPITAL DISTRICT

**THE UNIVERSITY OF TEXAS MEDICAL
BRANCH AT GALVESTON**

By: _____

By: _____

Name: _____

Cheryl A. Sadro, CPA, MSM
Chief Financial Officer

Title: _____

Date: _____

Date: _____

Attest: _____

Content Reviewed _____

**Election by Hospital District as to Method of
Invoicing (please initial one):**

_____ **Paper Monthly Statement**

_____ **Electronic**

EXHIBIT D
Compensation Schedule

Inpatient Services:	Hospital District agrees to pay for authorized Inpatient Services in accordance with Texas Medicaid allowable In-Patient TEFRA rate calculated from UTMB's most recent cost report. Payments for services rendered will be in accordance with UTMB's facility specific current TEFRA In-Patient Percentage of current billed charges.
Outpatient Services:	Hospital District agrees to pay for authorized Outpatient Services in accordance with Texas Medicaid allowable Out-Patient TEFRA rate calculated from UTMB's most recent cost report. Payments for services rendered will be in accordance with UTMB's facility specific current TEFRA Out-Patient Percentage of current billed charges.
Outpatient Surgery:	Hospital District agrees to pay authorized Outpatient Surgeries in accordance with UTMB's then TEFRA Out-Patient Percentage.
Implants:	Hospital District agrees to pay for authorized implants at 33% of UTMB's billed charges.
Outpatient Laboratory Services:	Hospital District agrees to pay authorized Outpatient Laboratory Services in accordance with UTMB's current TEFRA Out-Patient Percentage of billed charges.
Professional Services:	Hospital District agrees to pay all authorized physician services, except Anesthesia services reimbursed per ASA unit, at 120% of the current Texas Medicaid Reimbursement Methodology. If the Center for Medicare and Medicaid, the state of Texas or any other governmental agency with governing authority reduces the Texas Medicaid Reimbursement Methodology during the term of this agreement, the parties hereto will increase the physician payment rates in equal proportion to offset the reduction.
Mid-Level Providers:	Hospital District agrees to pay all covered mid-level provider services at 95% of the physician payment rates listed above under Professional Services.
Anesthesia:	Hospital District agrees to pay \$55 per ASA unit, based on current ASA units and 15 minute time units.
Any outpatient fees not otherwise defined:	Hospital District agrees to pay 33% of UTMB's billed charges.

FY 20 Compensation Schedule

Inpatient Services:	County agrees to pay for authorized Inpatient Services in accordance with Texas Medicaid allowable In-Patient TEFRA rate calculated from UTMB's most recent cost report. Payments for services rendered will be in accordance with UTMB's facility specific current TEFRA In-Patient Percentage of current billed charges, 36% of current billed charges.
Outpatient Services:	County agrees to pay for authorized Outpatient Services in accordance with Texas Medicaid allowable Out-Patient TEFRA rate calculated from UTMB's most recent cost report. Payments for services rendered will be in accordance with UTMB's facility specific current TEFRA Out-Patient Percentage of current billed charges, 25% of current billed charges.
Outpatient Surgery:	County agrees to pay authorized Outpatient Surgeries in accordance with UTMB's then TEFRA Out-Patient Percentage, 25% of current billed charges.
Implants:	County agrees to pay for authorized implants at 33% of UTMB's billed charges.
Outpatient Laboratory Services:	County agrees to pay authorized Outpatient Laboratory Services in accordance with UTMB's current TEFRA Out-Patient Percentage of billed charges, 25% of current billed charges.
Professional Services:	County agrees to pay all authorized physician services, except Anesthesia services reimbursed per ASA unit, at 120% of the current Texas Medicaid Reimbursement Methodology. If the Center for Medicare and Medicaid, the state of Texas or any other governmental agency with governing authority reduces the Texas Medicaid Reimbursement Methodology during the term of this agreement, the parties hereto will increase the physician payment rates in equal proportion to offset the reduction.
Mid-Level Providers:	County agrees to pay all covered mid-level provider services at 95% of the physician payment rates listed above under Professional Services.
Anesthesia:	County agrees to pay \$55 per ASA unit, based on current ASA units and 15 minute time units.
Any outpatient fees not otherwise defined:	County agrees to pay 33% of UTMB's billed charges.

Exhibit “I”

Estimate

RECEIVED

MAY 18 2020

Angela LaFleur
13414 FM 1663
Winnie, TX 77665
Office Phone: 4094445728
Mobile Phone: 4094445728
sweetypie_jam@yahoo.com

Estimate Number: E200515365
Estimate Date: 05/15/2020
Payment Terms: Due On Receipt
Estimate Amount: 125.00
Created By: Angela LaFleur

Bill To
Winnie Community Hospital Office's
Broadway St.
Winnie, TX 77665

Ship To
Winnie Community Hospital Office's

Item #	Item Name	Quantity	Unit Price	Amount	Total
1144	Bi-Weekly Cleaning Services Cleaning Services for new Winnie Hospital Office Building. All cleaning supplies and equipment are included. Dusting, sanitizing and cleaning restrooms/sink areas, inside windows, sweeping/mopping all floors, taking trash out, polishing desks/chairs, etc.	1.00	125.00		125.00

Subtotal: \$ 125.00
Estimate Amount \$ 125.00

Willing to sign waiver

ANGIE'S TIP TOP CLEANING



**RESIDENTIAL AND COMMERCIAL
WEEKLY * MONTHLY * ONE TIME**

ANGELA LAFLEUR



409-444-5728

RECEIVED

MAY 13 2020

DATE _____ NO. 08018582

CUSTOMER'S ORDER NO.						
NAME <i>Graciela Chavez</i>						
ADDRESS <i>2208th St - 404-926-2135</i>						
CITY, STATE, ZIP <i>Winnie, TX 77665</i>						
SOLD BY	CASH	C.O.D	CHARGE	CNACCT	MOSE RETD	PAID OUT
			<input checked="" type="checkbox"/>			
QUAN.	DESCRIPTION	PRICE	AMOUNT			
1	Office Cleaning	1.00	00			
2	Total	1.00	00			
3	Sweeping					
4	Mopping					
5	Dusting					
6	Cleaning Bathrooms					
7	Taking out trash					
8						
9						
10						
11						
12	Total pr Month	1.00	00			
RECEIVED BY						

KEEP THIS SLIP FOR REFERENCE

RECEIVED

MAY 13 2020

Luke LeDay

409-600-3614

OR

409-273-4407

150 every Two weeks

I am Maintenance
man At Riceland Medical
Center.

Thank you !!!

Bid for Yard Service

RECEIVED
MAY 13 2020

Felipe Ojeda

DATE May 13, 2020

558 W.LeBlanc Rd
Winnie, TX 77665
Phone: (409) 466-7105

Property Location:

Winnie-Stowell Hospital District
520 Broadway
Winnie, TX 77665

Description	AMOUNT
Monthly Yard Maintenance for 520 Broadway, Winnie, TX 77665	\$ 250.00
Services include mowing, weed eating (including ditch), brush trimming, and clearing of debris (leaves/grass/brush trimmings)	
TOTAL	\$ 250.00

If you have any questions concerning this quotation, Contact Felipe Ojeda, (409) 466-7105

I LOOK FORWARD TO PROVIDING YARD SERVICES FOR YOUR BUSINESS!