

Exhibit “A-1”

Winnie-Stowell Hospital District

Balance Sheet

06/16/20

As of May 31, 2020

Accrual Basis

	May 31, 20
ASSETS	
Current Assets	
Checking/Savings	
100 Prosperity Bank -Checking	51,263.45
102 Prosperity Bank - CD#0447	109,283.17
104 Allegiance Bank - CD#9053	2,806,356.10
105 TexStar	689,796.70
107 InterBank ICS (Restricted)	
107.01a GIB 1008 DAISA	1,576,469.03
107.01b GIB 0228 DACA	250,000.00
107.01c GIB Collateral Funds	3,816,896.24
Total 107 InterBank ICS (Restricted)	5,643,365.27
108 Allegiance Bank NH Combined	4,206,454.94
Total Checking/Savings	13,506,519.63
Other Current Assets	
110 Sales Tax Receivable	116,206.43
114 Accounts Receivable NH	25,111,997.27
117 NH - QIPP Prog Receivable	5,600,078.46
118 Prepaid Expense	257,105.00
119 Prepaid IGT	3,909,640.68
Total Other Current Assets	34,995,027.84
Total Current Assets	48,501,547.47
Fixed Assets	
120 Equipment	140,654.96
125 Accumulated Depreciation	-113,810.64
Total Fixed Assets	26,844.32
TOTAL ASSETS	48,528,391.79
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
190 NH Payables Combined	3,802,453.01
201 NHP Accounts Payable	2,463,138.04
201.1 NH Payable - LTC	132,000.00
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	2,820.76
240 Accounts Payable NH	19,342,663.01
250 Stimulus Funds Flow-Through	403,818.89
Direct Deposit Liabilities	-3,353.56
Total Other Current Liabilities	33,211,604.99
Total Current Liabilities	33,211,604.99
Total Liabilities	33,211,604.99
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	804,205.26
Total Equity	15,316,786.80
TOTAL LIABILITIES & EQUITY	48,528,391.79

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

As of May 31, 2020

Accrual Basis

	Jan - May 20	Budget	\$ Over Budget	% of Budget
Income				
400 Sales Tax Revenue	289,373.11	500,000.00	-210,626.89	57.9%
405 Investment Income	26,709.82	46,000.00	-19,290.18	58.1%
409 Tobacco Settlement	13,221.78	9,800.00	3,421.78	134.9%
415 Nursing Home - QIPP Program	11,472,256.70	27,533,416.02	-16,061,159.32	41.7%
Total Income	11,801,561.41	28,089,216.02	-16,287,654.61	42.0%
Expense				
500 Admin-Administrative Salary	25,833.32	63,000.00	-37,166.68	41.0%
504 Admin-Administrators PR Tax	2,144.05	4,800.00	-2,655.95	44.7%
505 Admin-Board Bonds	50.00	250.00	-200.00	20.0%
515 Admin-Bank Service Charges	30.20	360.00	-329.80	8.4%
521 Professional Fees - Acctng	8,187.50	25,000.00	-16,812.50	32.8%
522 Professional Fees-Auditing	23,450.00	25,000.00	-1,550.00	93.8%
523 Professional Fees - Legal	5,000.00	25,000.00	-20,000.00	20.0%
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.	750.71	5,000.00	-4,249.29	15.0%
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	1,464.85	6,800.00	-5,335.15	21.5%
572 Admin-Web Site	0.00	1,500.00	-1,500.00	0.0%
573 Admin-Copier Lease/Contract	1,121.90	2,500.00	-1,378.10	44.9%
575 Admin-Cell Phone Reimburse	750.00	1,800.00	-1,050.00	41.7%
576 Admin-Telephone/Internet	865.75	3,000.00	-2,134.25	28.9%
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	7,500.00	7,080.00	420.00	105.9%
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	75,000.00	180,000.00	-105,000.00	41.7%
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	102,657.38	-64,395.25	37.3%
603a IC-Pharmaceutical Costs	38,295.16	110,000.00	-71,704.84	34.8%
604a IC-Non Hosp Cost-Other	400.00	5,000.00	-4,600.00	8.0%
604b IC-Non Hosp Costs UTMB	53,535.74	250,000.00	-196,464.26	21.4%
605 IC-Office Supplies/Postage	129.16	1,200.00	-1,070.84	10.8%
607 IC-Non Hosp Costs-WSEMS	0.00	1,000.00	-1,000.00	0.0%
611 IC-Indigent Care Dir Salary	19,036.87	45,000.00	-25,963.13	42.3%
612 IC-Payroll Taxes -Ind Care	1,579.98	3,500.00	-1,920.02	45.1%
615 IC-Software	5,545.00	13,308.00	-7,763.00	41.7%
616 IC-Travel	1,161.15	550.00	611.15	211.1%
617 IC -Youth Counseling	2,720.00	5,000.00	-2,280.00	54.4%
629 - Property Acquisition	122,695.82	150,000.00	-27,304.18	81.8%
630 NH Program-Mgt Fees	2,714,700.55	6,515,281.34	-3,800,580.79	41.7%
631 NH Program-IGT	6,042,855.55	14,502,853.30	-8,459,997.75	41.7%
633 NH Program-Acctg Fees	0.00	35,000.00	-35,000.00	0.0%
634 NH Program-Legal Fees	86,538.85	190,000.00	-103,461.15	45.5%
635 NH Program-LTC Fees	660,000.00	1,606,000.00	-946,000.00	41.1%
637 NH Program-Interest Expense	855,913.72	1,725,490.68	-869,576.96	49.6%
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	10,997,356.15	25,852,095.06	-14,854,738.91	42.5%
Net Income	804,205.26	2,237,120.96	-1,432,915.70	35.9%

Exhibit “A-2”

	A	B	C	N	Q	S	T	U
1	2020 Budgets & Amendment(s)							
2		Filter/Sort by Number	Filter/Sort by Title	2020 Draft Budget	May 31 Actuals	Budget Amendment 1	\$ Over/Under Amended Budget 1	Budget Amendment 2
3	Revenue							
4	400 Sales Tax Revenue	400	Income	\$500,000.00	\$289,373.11	\$500,000.00	(\$210,626.89)	\$500,000.00
5	405 Investment Income	405	Income	\$46,000.00	\$26,709.82	\$46,000.00	(\$19,290.18)	\$46,000.00
6	409 Tobacco Settlement	409	Income	\$9,800.00	\$13,221.78	\$9,800.00	\$3,421.78	\$9,800.00
7	410 Other Revenue	410	Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	415 Nursing Home-QIPP Programs	415	NH Income	\$27,533,416.02	\$11,474,256.70	\$27,533,416.02	(\$16,059,159.32)	\$34,690,788.07
9	Total Income			\$28,089,216.02	\$11,803,561.41	\$28,089,216.02	(\$16,285,654.61)	\$35,246,588.07
10	Expense							
11			Filter/Sort by Title					
12	500 Admin-Administrator Salary	500	Admin	\$63,000.00	\$25,833.32	\$63,000.00	(\$37,166.68)	\$63,000.00
14	504 Admin-Administrator's Payroll Taxes	504	Admin	\$4,800.00	\$2,144.05	\$4,800.00	(\$2,655.95)	\$4,800.00
15	505 Admin-Board Bonds	505	Admin	\$250.00	\$50.00	\$250.00	(\$200.00)	\$250.00
16	515 Admin-District Bank Service Charges	515	Admin	\$360.00	\$30.20	\$360.00	(\$329.80)	\$360.00
17	521 Professional Fees -District Acctg	521	Admin	\$25,000.00	\$8,187.50	\$25,000.00	(\$16,812.50)	\$25,000.00
18	522 Professional Fees - Audit	522	Admin	\$25,000.00	\$23,450.00	\$25,000.00	(\$1,550.00)	\$25,000.00
19	523 Professional Fees - District Legal	523	Admin	\$25,000.00	\$5,000.00	\$25,000.00	(\$20,000.00)	\$25,000.00
20	550 Admin-D&O / Liability Insurance	550	Admin	\$12,000.00	\$9,331.00	\$12,000.00	(\$2,669.00)	\$9,331.00
21	560 Admin-Cont Ed, Travel & Seminar	560	Admin	\$5,000.00	\$0.00	\$5,000.00	(\$5,000.00)	\$5,000.00
22	561 Admin-Cont Ed-Med Personnel	561	Admin	\$5,000.00	\$750.71	\$5,000.00	(\$4,249.29)	\$5,000.00
23	562 Admin-Travel & Mileage Reimbursed	562	Admin	\$1,500.00	\$0.00	\$1,500.00	(\$1,500.00)	\$1,500.00
24	569 Admin-Meals	569	Admin	\$1,000.00	\$0.00	\$1,000.00	(\$1,000.00)	\$1,000.00
25	570 Admin-District/County Promotion	570	Admin	\$2,500.00	\$0.00	\$2,500.00	(\$2,500.00)	\$2,500.00
26	571 Admin-Office Supplies/Postage	571	Admin	\$6,800.00	\$1,464.85	\$6,800.00	(\$5,335.15)	\$6,800.00
27	572 Admin-Web-Site	572	Admin	\$1,500.00	\$0.00	\$1,500.00	(\$1,500.00)	\$1,500.00
28	573 Admin-Copier Lease/Contract	572	Admin	\$2,500.00	\$1,121.90	\$2,500.00	(\$1,378.10)	\$2,500.00
29	575 Admin-Cell Phone Reimbursement	575	Admin	\$1,800.00	\$750.00	\$1,800.00	(\$1,050.00)	\$1,800.00
30	576 Admin-Telephone/Internet	576	Admin	\$3,000.00	\$865.75	\$3,000.00	(\$2,134.25)	\$3,000.00
31	590 Admin-Election Cost	590	Admin	\$5,000.00	\$0.00	\$5,000.00	(\$5,000.00)	\$5,000.00
32	591 Admin- Notices & Fees	591	Admin	\$5,000.00	\$1,566.69	\$5,000.00	(\$3,433.31)	\$5,000.00
33	592 Admin-Rent	592	Admin	\$7,080.00	\$7,500.00	\$7,080.00	\$420.00	\$7,080.00
34	593 Admin-Electric	593	Admin	\$1,800.00	\$0.00	\$1,800.00	(\$1,800.00)	\$1,800.00
35	594 Admin Casualty & Windstorm Insurance	594	Admin	\$2,060.10	\$2,060.10	\$2,060.00	\$0.10	\$2,060.00
36	597 Admin Flood Insurance	597	Admin	\$1,235.00	\$1,282.00	\$1,235.00	\$47.00	\$1,282.00
37	600 IC-East Chambers ISD Partnership	600	IC	\$180,000.00	\$75,000.00	\$180,000.00	(\$105,000.00)	\$180,000.00
38	601 IC-Pmt to Hosp (Indigent)	601	IC	\$140,000.00	\$196,669.36	\$196,669.36	\$0.00	\$196,669.36
39	602 IC-WCH 1115 Waiver UC/IGT Prog	602	IC	\$450,000.00	\$38,262.13	\$102,657.00	(\$64,394.87)	\$102,657.00
40	603A IC-Pharmaceutical Costs	603	IC	\$110,000.00	\$38,295.16	\$110,000.00	(\$71,704.84)	\$110,000.00
41	604a IC-Non Hosp. Costs-Other	604b	IC	\$5,000.00	\$400.00	\$5,000.00	(\$4,600.00)	\$5,000.00

	A	B	C	N	Q	S	T	U
1	2020 Budgets & Amendment(s)							
2		Filter/Sort by Number	Filter/Sort by Title	2020 Draft Budget	May 31 Actuals	Budget Amendment 1	\$ Over/Under Amended Budget 1	Budget Amendment 2
42	604b IC-Non Hosp. Costs-UTMB	604a	IC	\$250,000.00	\$53,535.74	\$250,000.00	(\$196,464.26)	\$250,000.00
43	605 IC-Office Supplies/Postage	605	IC	\$1,200.00	\$129.16	\$1,200.00	(\$1,070.84)	\$1,200.00
44	607 IC-Non Hosp. Costs-WSEMS	607	IC	\$1,000.00	\$0.00	\$1,000.00	(\$1,000.00)	\$1,000.00
45	611 IC-Indigent Care Director Salary	611	IC	\$45,000.00	\$19,036.87	\$45,000.00	(\$25,963.13)	\$45,000.00
46	612 IC-Payroll Taxes for Director	612	IC	\$3,500.00	\$1,579.98	\$3,500.00	(\$1,920.02)	\$3,500.00
47	615 IC-Software	615	IC	\$13,308.00	\$5,545.00	\$13,308.00	(\$7,763.00)	\$13,308.00
48	616 IC-Travel	616	IC	\$550.00	\$1,161.15	\$550.00	\$611.15	\$1,200.00
49	617 Youth Counseling	617	IC	\$5,000.00	\$2,720.00	\$5,000.00	(\$2,280.00)	\$5,000.00
50	629 Property Acquisition	629	Admin	\$150,000.00	\$122,695.82	\$150,000.00	(\$27,304.18)	\$150,000.00
51	630 NH Program - Mgt Fees	630	NH	\$6,515,281.34	\$2,714,700.55	\$6,515,281.34	(\$3,800,580.79)	\$8,752,055.52
52	631 NH Program IGT	631	NH	\$14,502,853.30	\$6,042,855.55	\$14,502,853.30	(\$8,459,997.75)	\$17,590,711.32
53	632 NH Telehealth Expenses	632	NH		\$0.00		\$0.00	\$154,500.82
54	633 NH Program-Acctg Fees	633	NH	\$35,000.00	\$0.00	\$35,000.00	(\$35,000.00)	\$35,000.00
55	634 NH Program-Legal Fees	634	NH	\$190,000.00	\$86,538.85	\$190,000.00	(\$103,461.15)	\$190,000.00
56	635 NH Program-LTC Fees	635	NH	\$1,606,000.00	\$660,000.00	\$1,606,000.00	(\$946,000.00)	\$1,692,000.00
57	636 NH Program - Bonds	636	NH	\$0.00		\$0.00	\$0.00	\$0.00
58	637 NH Program-Interest Expense	637	NH	\$1,725,490.68	\$855,913.72	\$1,725,490.68	(\$869,576.96)	\$2,109,782.67
59	638 NH Program Bank Fees & Misc	638	NH	\$300.00	\$0.00	\$300.00	(\$300.00)	\$300.00
60	639 Nursing Home Appraisal	639	NH	\$2,500.00	\$0.00	\$2,500.00	(\$2,500.00)	\$2,500.00
61	640 Nursing Home Acquisition Fees	640	NH	\$2,500.00	\$0.00	\$2,500.00	(\$2,500.00)	\$2,500.00
62	641 NH Not on My Watch	641	NH				\$0.00	\$110,000.00
63	653 Service Fee	653	Admin	\$100.00	\$0.00	\$100.00	(\$100.00)	\$100.00
64	Total Expense			\$26,142,768.42	\$11,006,427.11	\$25,852,094.68	(\$14,845,667.57)	\$31,909,547.69
65	Net Income			\$1,946,447.60	\$797,134.30	\$2,237,121.34	(\$1,439,987.04)	\$3,337,040.38

**Winnie Stowell Hospital District
Proposed Budget Amendments
6-17-2020**

Account Name	Current Budget	Proposed Amendment	Total As Amended	Reason for Amendment
415 Nursing Home Program - QIPP Rev.	\$ 27,533,416.02	\$ 7,157,372.05	\$ 34,690,788.07	Actual numbers for first five months are higher due to higher scores than budgeted. The pool size for the final four months of the year effectively doubled.
Total Increase in Budgeted Revenue		\$ 7,157,372.05		
550 Admin - D&O Liability Insurance	\$ 12,000.00	\$ (2,669.00)	\$ 9,331.00	D & O Insurance came in at a lower amount.
597 Admin - Flood Insurance	\$ 1,235.00	\$ 47.00	\$ 1,282.00	Flood Insurance came in slightly higher.
616 IC - Travel	\$ 550.00	\$ 611.15	\$ 1,161.15	Increase in Travel.
630 NH - Management Fees	\$ 6,515,281.34	\$ 2,236,774.18	\$ 8,752,055.52	This is directly related to the increase in revenue. (See Revenue Increase Above)
631 NH - IGT	\$ 14,502,853.30	\$ 3,087,858.02	\$ 17,590,711.32	This increase is due to increase in IGT 7. The funding pool effectively doubled resulting in the IGT increase.as a result
632 NH Telehealth	\$ -	\$ 154,500.82	\$ 154,500.82	Our share of a new program which started at QIPP year 3
635 NH - LTC Fees	\$ 1,606,000.00	\$ 86,000.00	\$ 1,692,000.00	Added an additional home and they are proposing an increase per home of \$500 monthly.
637 NH - Interest Expense	\$ 1,725,490.68	\$ 384,291.99	\$ 2,109,782.67	IGT s are effectively doubling and the related loans. There have been some concessions in our favor as a result of LTC's negotiations.
641 NH - Not on My Watch	\$ -	\$ 110,000.00	\$ 110,000.00	Our share of a new program.
Total Increase in Budgeted Expenditures		\$ 6,057,414.16		
Net Effect of Amendment on Budget		\$ 1,099,957.89	New Net Revenue	\$3,337,040.38

LTC Proposal

Increase LTC Cost for 25 Homes (\$13,500 per month)	\$ (162,000.00)
LTC Interest Savings (17b)	\$ 169,195.96
LTC Interest Savings (18b)-Six Months Interest	<u>\$ 845,979.80</u>
Net Savings Attributed to LTC	\$ 853,175.76

Exhibit “A-3”

WSHD Treasurer's Report and Supporting Documents

Reporting Date:		Wednesday, June 17, 2020		
Pending Expenses	For	Amount	Funds Summary	Totals
Brookshire Brothers	Indigent Care	\$6,335.13	Prosperity Operating	\$85,814.15
Wilcox Pharmacy	Indigent Care	\$1,828.92	Interbank (Restricted-Comp. 2 & Prepaid Int.)	\$2,745,723.49
UTMB at Galveston	Indigent Care	\$47.28	Interbank (Unrestricted)	\$2,834,957.87
UTMB Faculty Group	Indigent Care	\$227.26	Prosperity CD	\$108,816.91
Indigent Healthcare Solutions	IC Inv #70024	\$1,109.00	TexStar	\$689,401.60
American Education Services	S Stern-Student Loan	\$150.14	Allegiance Bank LOC (Available)	\$795,928.66
Penelope (Polly) Butler	Youth Counseling	\$255.00	Net Cash Position (less Interbank)	\$4,514,919.19
Grace Nichols	Youth Counseling	\$170.00	Pending Expenses	(\$45,720.40)
Benckenstein & Oxford	Inv # 49770	\$20,782.69	Ending Balance	\$4,469,198.79
Hubert Oxford	1/2 Legal Retainer	\$500.00	Last Month	
Josh Heinz	1/2 Legal Retainer	\$500.00	Prosperity Operating	\$89,283.47
David Sticker	Inv #22053	\$1,250.00	Interbank-restricted	\$1,574,148.04
Philadelphia Ins Co	Inv #2002164499 (D&O)	\$9,331.00	<u>Interbank-unrestricted (Adjusted)</u>	\$2,701,414.27
Function 4	Inv #789327	\$169.95	Prosperity CD	\$108,133.06
Lisa Rae Photo & Web	Inv #1121	\$485.00	TexStar	\$689,401.60
Technology Solutions of Texas	Inv #1451	\$1,979.03	Allegiance Bank LOC (Available)	\$795,928.66
Felipe Ojedia	Yard Service	\$300.00	Net Cash Position (less Interbank)	\$4,384,161.06
Graciela Chavez	Office Cleaning	\$100.00	Pending Expenses	(\$29,333.27)
Triton (Cyber Security Ttraining)	Inv(s) not rec'd yet	\$200.00	Ending Balance	\$4,354,827.79
Total Pending Expenses		\$45,720.40		

Interbank Account Reconciliation

		To be Received	Total Due
GIB Balance 5/19	\$5,580,681.36		
Loan 16 Payment-March (Per Charice)	(\$1,151,865.71)		
Loan 16 Payment-April (Per Charice)	(\$1,191,548.59)		
QIPP 3 March Cmp 2 MGR	(\$98,706.27)		
QIPP 3 April Cmp 2 MGR	(\$101,598.02)		
NonQIPP funds	(\$7,448.00)		
Reserve Ln 16 -Sept. Interest	(\$283,791.28)		
Restricted	\$2,745,723.49		
Unrestricted	\$2,834,957.87		
Total Funds	\$5,580,681.36	\$0.00	\$0.00

Cash Availability Report-June 2020 to January 2021			
Date	Transaction	Notes	Actual
June 2020			
June 8, 2020	Balance Interbank		\$5,580,681.36
June 8, 2020	Cash Available on Allegiance LOC		\$806,356.10
June 8, 2020	Balance Prosperity		\$85,814.15
June 8, 2020	Cash on Hand		\$6,472,851.61
June 8, 2020	Component 1 Payment-April 2020 (Loan 16)	This is included because it is in the account.	(\$1,151,865.71)
June 8, 2020	Component 1 Payment-May 2020 (Loan 16)	This is included because it is in the account.	(\$1,191,548.59)
June 8, 2020	Pending QY3 Cmp 2 March-Mgr Dist	This is included because it is in the account.	(\$98,706.27)
June 8, 2020	Pending QY3 Cmp 2 April-Mgr Dist	This is included because it is in the account.	(\$101,598.02)
June 8, 2020	Allegiance Interest	Recurring through 8/31/2020	(\$6,027.78)
June 8, 2020	Payment to East Chambers	Recurring monthly	(\$15,000.00)
June 8, 2020	Interest Set Aside-17a	One time payment for Interest (06/30/2020-	(\$422,989.90)
June 15, 2020	Non-QIPP Funds	Belongs to nursing homes.	(\$7,448.00)
June 17, 2020	Not on my Watch	One time payment.	(\$102,750.00)
June 17, 2020	UHRIP for Hospital	This includes \$81,000.00 to retroactively fund PGY3	(\$181,000.00)
June 30, 2020	Component 2 Payment-May	Recurring (QIPP 3, 1st Half)	\$73,511.10
June 30, 2020	Interest-Loan 16 (7/10)	Recurring through 9/30/2020	(\$70,947.82)
June 30, 2020	Component 1 Payment	May Component 1 Payment	\$1,110,149.26
June 30, 2020	Principle Payment-Loan 16 (7/10)	Payment 7/10 for Loan 16	(\$1,110,149.26)
June 30, 2020	Operating Expenses	Recurring (Monthly Avg. Per Budget)	(\$71,016.50)
Cash Available ("CA") June 30, 2020			\$3,125,464.12

July 2020			
July 1, 2020	Allegiance Interest	Recurring through 8/31/2020	(\$6,027.78)
July 1, 2020	Payment to East Chambers	Recurring monthly	(\$15,000.00)
July 15, 2020	Sales Tax Revenue Estimate	Recurring monthly (Monthly Avg. per Budget)	\$41,666.67
July 31, 2020	Interest-Loan 16 (8/10)	Recurring through 9/30/2020	(\$70,947.82)
July 31, 2020	Component 2 Payment	Recurring (QIPP 3, 1st Half)	\$73,511.10
July 31, 2020	LTC Payment May, June, and July	Quarterly Payment	(\$396,000.00)
July 31, 2020	Operating Expenses	Recurring monthly (Monthly Avg. per Budget)	(\$71,016.50)
July 31, 2020	Interest-Loan 16 (8/10)	Recurring through 9/30/2020	(\$70,947.82)
July 31, 2020	Component 1 Payment	June Component 1 Payment	\$1,136,939.85
July 31, 2020	Principle Payment-Loan 16 (8/10)	Payment 8/10 for Loan 16	(\$1,136,939.85)
July 31, 2020	QIPP Year 3, Qtr. 3 Component 3, 4, and Lapsing Fund Payment	Based on QIPP Year 3, QTRs 1 Component 3,4 and Lapsing Funds	\$1,433,578.79
CA July 31, 2020			\$4,044,280.76

August 2020			
August 1, 2020	Allegiance Interest	Recurring through 8/31/2020	(\$6,027.78)
August 1, 2020	Payment to East Chambers	Recurring monthly	(\$15,000.00)
August 1, 2020	Interest Set Aside-17a	One time payment for Interest (June 30, 2020-	(\$422,989.90)
Aug. 15, 2020	Sales Tax Revenue Estimate	Recurring monthly (Monthly Avg. per Budget)	\$41,666.67
August 31, 2020	QIPP Year 3, Component 2	Estimate based on IGT	\$73,511.10
August 31, 2020	Operating Expenses	Recurring monthly (Monthly Avg. per Budget)	(\$71,016.50)
August 31, 2020	Interest-Loan 16 (9/10)	Recurring through 9/30/2020	(\$70,947.82)
August 31, 2020	Component 1 Payment	July Component 1 Payment	\$1,106,287.67
August 31, 2020	Principle Payment-Loan 16 (9/10)	Payoff Balance of Loan 16	(\$477,198.12)
August 31, 2020	Payment of Line of Credit		(\$629,089.55)
August 31, 2020	Increase in Cash Available to Line of Credit	Following the payment of the balance of Loan 16, the balance of Component 1 funds are to be used to repay LOC (Balance on LOC is \$1,370,910.45)	\$629,089.55
CA August 31, 2020			\$4,202,566.08

September 2020			
September 1, 2020	Interest-Loan 16 (9/10)	Recurring through 9/30/2020	(\$70,947.82)
September 1, 2020	Allegiance Interest	Recurring-Decreased to to LOC payment	(\$3,909.97)
September 1, 2020	Payment to East Chambers	Recurring monthly	(\$15,000.00)
September 15, 2020	Sales Tax Revenue Estimate	Recurring monthly (Monthly Avg. per Budget)	\$41,666.67
September 30, 2020	QIPP Year 3, Component 2	Estimate based on IGT	\$73,511.10
September 30, 2020	Operating Expenses	Recurring monthly (Monthly Avg. per Budget)	(\$71,016.50)
September 30, 2020	Component 1 Payment	August Component 1 Payment	\$1,165,621.80
September 30, 2020	Payment of Line of Credit	Following the payment of the balance of Loan 16, the balance of Component 1 funds are to be used to repay LOC.	(\$1,165,621.80)
September 30, 2020	Increase in Cash Available to Line of Credit	Following the payment of the balance of Loan 16, the balance of Component 1 funds are to be used to repay LOC (Balance of LOC-\$205,288.65).	\$1,165,621.80
September 30, 2020	Payoff Balance of Line of Credit		(\$205,288.65)
CA September 30, 2020			\$5,117,202.71

October 2020			
October 1, 2020	Interest-Loan 16 (10/10)	Loan 16 Final Interest Payment	(\$70,947.82)
October 1, 2020	Allegiance Interest	Final month of Interest for IGT	\$1,490.30
October 15, 2020	Sales Tax Revenue Estimate	Recurring monthly (Monthly Avg. per Budget)	\$41,666.67
October 31, 2020	QIPP Year 4, Component 2	Estimate based on IGT	\$105,000.00
October 31, 2020	Operating Expenses	Recurring monthly (Monthly Avg. per Budget)	(\$71,016.50)
October 31, 2020	Component 1 Payment	September Component 1 Payment	\$1,862,993.91
October 31, 2020	Principle Payment-Loan 17a	Payment 5/10 for Loan 17a	(\$1,862,993.91)
October 31, 2020	LTC Group Payment-Aug, Sept., and Oct. 2020	One payment of \$132,000 (i.e., \$5,500 per home for 24 homes) for Oct; and two payments of \$150,000 (\$6,000 per home for 25 homes) for Sept. and Oct.	(\$432,000.00)
October 31, 2020	QIPP Year 3, Qtr. 4 Component 3, 4, and Lapsing Fund Payment	Based on QIPP Year 3, QTR 2 Component 3,4 and Lapsing Funds	\$1,606,270.24
CA October 31, 2020			\$6,297,665.60

November 2020			
November 1, 2020	Payment to East Chambers	Recurring monthly	(\$15,000.00)
November 15, 2020	Sales Tax Revenue Estimate	Recurring monthly (Monthly Avg. per Budget)	\$41,666.67
November 30, 2020	Interest-Loan 17a (6/10)	Recurring through 9/30/2020	(\$84,597.98)
November 30, 2020	QIPP Year 4, Component 2	Estimate based on IGT	\$105,000.00
November 30, 2020	Operating Expenses	Recurring monthly (Monthly Avg. per Budget)	(\$71,016.50)
November 30, 2020	Component 1 Payment	October Component 1 Payment	\$1,893,738.55
November 30, 2020	Principle Payment-Loan 17a	Payment 6/10 for Loan 17a	(\$1,893,738.55)
CA November 30, 2020			\$6,273,717.78

December 2020			
December 1, 2020	QIPP Year 4, IGT 2 Line of Credit Payment	Use \$6,000,000 of LOC	(\$6,000,000.00)
Balance after Payment for Year 4, IGT 2			\$273,717.78
December 1, 2020	Interest Set Aside-18	One time payment for Interest 12/1/2020-9/31/2021)	(\$422,989.90)
Balance after Interest Set Aside for Year 4, IGT2			(\$149,272.12)
December 1, 2020	Payment to East Chambers	Recurring monthly	(\$15,000.00)
December 15, 2020	Sales Tax Revenue Estimate	Recurring monthly (Monthly Avg. per Budget)	\$41,666.67
December 31, 2020	Interest-Loan 17a (7/10)	Recurring through 9/30/2020	(\$84,597.98)
December 31, 2020	LTC Group Payment-Nov., Oct., and Dec. 2020	Three months at new proposed rate	(\$450,000.00)
December 31, 2020	QIPP Year 4, Component 2	Estimate based on IGT	\$105,000.00
December 31, 2020	Operating Expenses	Recurring monthly (Monthly Avg. per Budget)	(\$71,016.50)
December 31, 2020	Component 1 Payment	November Component 1 Payment	\$1,842,479.88
December 31, 2020	Principle Payment-Loan 17a	Payment 7/10 for Loan 17a	(\$1,842,479.88)
CA December 31, 2020			(\$623,219.93)

January 2021			
January 1, 2021	Payment to East Chambers	Recurring monthly	(\$15,000.00)
January 15, 2021	Sales Tax Revenue Estimate	Recurring monthly (Monthly Avg. per Budget)	\$41,666.67
January 31, 2021	Interest-Loan 17a (8/10) and Interest-17b (6/10)	Recurring through 9/30/2020	\$169,195.96
January 31, 2021	QIPP Year 3, Component 2	Estimate based on IGT	\$73,511.10
January 31, 2021	Operating Expenses	Recurring monthly (Monthly Avg. per Budget)	(\$71,016.50)
January 31, 2021	Component 1 Payment	December Component 1 Payment	\$2,056,326.98
January 31, 2021	Principle Payment-Loan 17a (8/10)	Payment 8/10 for Loan 17a	(\$443,500.49)
January 31, 2021	Principle Payment-Loan 17b (7/8)	Payment 7/8 for Loan 17b	(\$1,612,826.49)
January 31, 2021	QIPP Year 4, Qtr. 1 Component 3, 4, and Lapsing Fund	Based on 75% (90% is \$3,232,181.69)	\$2,693,484.74
January 31, 2021	Principle Payment-Loan 17b-Reserve	Reserve for Loan 17a & b	(\$363,249.34)
CA January 31, 2021			\$1,905,372.70

Transactions Since Last Meeting-Not Updated				
Date	To	For	Amount	
5/29/2020	Salt Creek Capital	Loan 16 Interest 6 of 10	(\$70,947.82)	
6/8/2020	Allegiance Bank	LOC Interest Payment	(\$6,027.78)	
Total Transactions Since Last Meeting			(\$76,975.60)	

Upcoming Transactions				
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)	
06/30/20	Managers	Component 2 Payment-May		\$73,511.10
06/30/20	Salt Creek Capital	Interest-Loan 16 (7/10)	(\$70,947.82)	
06/30/20	MCO	Component 1 Payment		\$1,110,149.26
06/30/20	Salt Creek	Principle Payment-Loan 16 (7/10)		(\$1,110,149.26)
07/01/20	Allegiance Interest	Interest Payment	(\$6,027.78)	

Outstanding Short Term Revenue Note					
Loan 16/IGT 6-Principle	\$5,067,701.53			\$4,590,503.41	
Interest	16.80%	\$709,478.20			
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 - (March 2020, Comp. 1)	4/30/2020	\$5,067,701.53	\$70,947.82	\$1,151,865.71	\$1,222,813.53
6 - (April 2020, Comp. 1)	5/31/2020	\$5,067,701.53	\$70,947.82	\$1,191,548.59	\$1,262,496.41
7 - (May 2020, Comp. 1)	6/30/2020	\$5,067,701.53	\$70,947.82	\$1,110,149.26	\$1,181,097.08
8 - (June 2020, Comp. 1)	7/31/2020	\$5,067,701.53	\$70,947.82	\$1,136,939.85	\$1,207,887.67
Reserve	7/31/2020	\$5,067,701.53	\$0.00	\$0.00	\$0.00
9 - (July 2020, Comp. 1)	8/31/2020	\$5,067,701.53	\$70,947.82	\$477,198.12	\$548,145.94
10-(Aug. 2020, Comp. 1)	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

Outstanding Short Term Revenue Note					
Loan 17a-Principle	\$6,042,712.83		Reserve	\$422,989.90	
Interest	16.80%	\$845,979.80			
Fund Received	6/1/2020				
	Date	Balance	Interest	Principal Rcvd.	Payment
1	6/30/2020	\$6,042,712.83	\$84,597.98	\$0.00	\$84,597.98
2	7/31/2020	\$6,042,712.83	\$84,597.98	\$0.00	\$84,597.98
3	8/31/2020	\$6,042,712.83	\$84,597.98	\$0.00	\$84,597.98
4	9/30/2020	\$6,042,712.83	\$84,597.98	\$0.00	\$84,597.98
5-(Sept. 2020, Comp. 1)	10/31/2020	\$6,042,712.83	\$84,597.98	\$1,862,993.91	\$1,947,591.89
6-(Oct. 2020, Comp. 1)	11/30/2020	\$6,042,712.83	\$84,597.98	\$1,893,738.55	\$1,978,336.53
7-(Nov. 2020, Comp. 1)	12/31/2020	\$6,042,712.83	\$84,597.98	\$1,842,479.88	\$1,927,077.86
8-(Dec. 2020, Comp. 1)	1/31/2021	\$6,042,712.83	\$84,597.98	\$443,500.49	\$528,098.47
Reserve		\$6,042,712.83	\$0.00	\$0.00	\$0.00
9 (Jan. 2021, Comp. 1)	2/28/2021	\$6,042,712.83	\$84,597.98		\$84,597.98
10 (Feb. 2021, Comp. 1)	3/31/2021	\$6,042,712.83	\$84,597.98	\$0.00	\$84,597.98
Amount Paid	3/31/2021	\$0.00	\$845,979.80	\$6,042,712.83	\$6,888,692.63
Amount Due: March 31, 2021			\$845,979.80	\$6,042,712.83	\$6,888,692.63
Amount Remaining				(\$0.00)	(\$0.00)

Outstanding Short Term Revenue Note					
Loan 17b-Principle	\$6,042,712.83		Reserve	\$422,989.90	
Interest	16.80%	\$676,783.84			
Fund Received	8/1/2020			\$845,979.80	
	Date	Balance	Interest	Principal Rcvd.	Payment
1	8/31/2020	\$6,042,712.83	\$84,597.98	\$0.00	\$84,597.98
2	9/30/2020	\$6,042,712.83	\$84,597.98	\$0.00	\$84,597.98
3	10/31/2020	\$6,042,712.83	\$84,597.98	\$0.00	\$84,597.98
4	11/30/2020	\$6,042,712.83	\$84,597.98	\$0.00	\$84,597.98
5	12/31/2020	\$6,042,712.83	\$84,597.98	\$0.00	\$84,597.98
6 (Dec. 2020, Comp. 1)	1/31/2021	\$6,042,712.83	\$84,597.98	\$1,612,826.49	\$1,697,424.47
Reserve	1/31/2021	\$6,042,712.83		\$363,249.34	\$363,249.34
7 (Jan. 2021, Comp. 1)	2/28/2021	\$6,042,712.83	\$84,597.98	\$2,049,810.68	\$2,134,408.66
8-(Feb. 2021, Comp. 1)	3/31/2021	\$6,042,712.83	\$84,597.98	\$2,016,826.32	\$2,101,424.30
Amount Paid	3/31/2021	\$0.00	\$676,783.84	\$6,042,712.83	\$6,719,496.67
Amount Due: March 31, 2021			\$676,783.84	\$6,042,712.83	\$6,719,496.67
Amount Remaining				\$0.00	\$0.00

Allegiance Bank Line of Credit					
Principle (IGT 6)	\$2,700,000.00	Principle Balance Owed	\$2,000,000.00		
Interest	3.25%	LOC Funds Available	\$806,356.10		
	Date	Balance	Interest	Principal Rcvd.	Payment
1	2/7/2020	Interest Payment		\$0.00	\$6,027.78
2	3/9/2020	Interest Payment		\$0.00	\$5,638.89
3	4/7/2020	Interest Payment		\$0.00	\$6,027.78
4	4/30/2020	Interest Payment		\$0.00	\$5,833.33
5 - (March 2020, Comp. 1)	5/31/2020	Interest Payment		\$0.00	\$6,027.00
6 - (April 2020, Comp. 1)	6/30/2020	Interest Payment		\$0.00	\$6,027.78
7 - (May 2020, Comp. 1)	7/31/2020	Principle Payment		\$0.00	\$6,027.78
8 - (June 2020, Comp. 1)	8/31/2020	Principle Payment		\$629,089.55	\$3,909.97
10-(Aug. 2020, Comp. 1)	9/30/2020	Principle Payment		\$1,165,621.80	\$310.51
Balance Due	9/30/2020	Principle Payment		\$205,288.65	\$1,179.79
Amount Paid	9/30/2020	\$0.00	\$0.00	\$2,000,000.00	\$45,830.82

District's Investments

	Amount	Percentage	From	To	Interest
*CD at Allegiance Bank C.D. #9503	\$2,806,356.10	1.50%	5/1/2020	5/31/2020	Paid Quarterly
CD at Prosperity (Qtr.) C.D. #0447	\$108,816.91	1.75%	5/1/2020	5/31/2020	Paid \$466.26 Mar 2020
Texstar C.D. #1110	\$689,796.70	1.56%	5/1/2020	5/31/2020	\$143.12

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

	A	B	C	N	R	S	T
1	2020 Budgets & Amendment(s)						
2		Filter/Sort by Number	Filter/Sort by Title	2020 Draft Budget	\$ Over Budget	Budget Amendment 1	Budget Amendment 2
3	Revenue						
4	400 Sales Tax Revenue	400	Income	\$500,000.00	(\$310,274.85)	\$500,000.00	\$500,000.00
5	405 Investment Income	405	Income	\$46,000.00	(\$31,204.01)	\$46,000.00	\$46,000.00
6	409 Tobacco Settlement	409	Income	\$9,800.00	(\$9,800.00)	\$9,800.00	\$9,800.00
7	410 Other Revenue	410	Income	\$0.00	\$0.00	\$0.00	\$0.00
8	415 Nursing Home-QIPP Programs	415	NH Income	\$27,533,416.02	(\$20,650,062.00)	\$27,533,416.02	\$34,690,788.07
9	Total Income			\$28,089,216.02	(\$21,001,340.86)	\$28,089,216.02	\$35,246,588.07
10	Expense						
11			Filter/Sort by Title				
12	500 Admin-Administrator Salary	500	Admin	\$63,000.00	(\$47,500.01)	\$63,000.00	\$63,000.00
14	504 Admin-Administrator's Payroll Taxes	504	Admin	\$4,800.00	(\$3,433.31)	\$4,800.00	\$4,800.00
16	515 Admin-District Bank Service Charges	515	Admin	\$360.00	(\$329.80)	\$360.00	\$360.00
17	521 Professional Fees -District Acctg	521	Admin	\$25,000.00	(\$20,312.50)	\$25,000.00	\$25,000.00
18	522 Professional Fees - Audit	522	Admin	\$25,000.00	(\$1,550.00)	\$25,000.00	\$25,000.00
19	523 Professional Fees - District Legal	523	Admin	\$25,000.00	(\$22,000.00)	\$25,000.00	\$25,000.00
21	560 Admin-Cont Ed, Travel & Seminar	560	Admin	\$5,000.00	(\$5,000.00)	\$5,000.00	\$5,000.00
22	561 Admin-Cont Ed-Med Personnel	561	Admin	\$5,000.00	(\$4,549.57)	\$5,000.00	\$5,000.00
23	562 Admin-Travel & Mileage Reimbursed	562	Admin	\$1,500.00	(\$1,500.00)	\$1,500.00	\$1,500.00
24	569 Admin-Meals	569	Admin	\$1,000.00	(\$1,000.00)	\$1,000.00	\$1,000.00
25	570 Admin-District/County Promotion	570	Admin	\$2,500.00	(\$2,500.00)	\$2,500.00	\$2,500.00
26	571 Admin-Office Supplies/Postage	571	Admin	\$6,800.00	(\$5,346.02)	\$6,800.00	\$6,800.00
27	572 Admin-Web-Site	572	Admin	\$1,500.00	(\$1,500.00)	\$1,500.00	\$1,500.00
28	573 Admin-Copier Lease/Contract	572	Admin	\$2,500.00	(\$1,831.07)	\$2,500.00	\$2,500.00
29	575 Admin-Cell Phone Reimbursement	575	Admin	\$1,800.00	(\$1,350.00)	\$1,800.00	\$1,800.00
30	576 Admin-Telephone/Internet	576	Admin	\$3,000.00	(\$2,344.74)	\$3,000.00	\$3,000.00
31	590 Admin-Election Cost	590	Admin	\$5,000.00	(\$5,000.00)	\$5,000.00	\$5,000.00
32	591 Admin- Notices & Fees	591	Admin	\$5,000.00	(\$3,433.31)	\$5,000.00	\$5,000.00
33	592 Admin-Rent	592	Admin	\$7,080.00	(\$1,080.00)	\$7,080.00	\$7,080.00
34	593 Admin-Electric	593	Admin	\$1,800.00	(\$1,800.00)	\$1,800.00	\$1,800.00
40	603A IC-Pharmaceutical Costs	603	IC	\$110,000.00	(\$86,582.35)	\$110,000.00	\$110,000.00
41	604a IC-Non Hosp. Costs-Other	604b	IC	\$5,000.00	(\$4,600.00)	\$5,000.00	\$5,000.00
42	604b IC-Non Hosp. Costs-UTMB	604a	IC	\$250,000.00	(\$216,116.82)	\$250,000.00	\$250,000.00
43	605 IC-Office Supplies/Postage	605	IC	\$1,200.00	(\$1,125.84)	\$1,200.00	\$1,200.00
44	607 IC-Non Hosp. Costs-WSEMS	607	IC	\$1,000.00	(\$1,000.00)	\$1,000.00	\$1,000.00
45	611 IC-Indigent Care Director Salary	611	IC	\$45,000.00	(\$33,750.00)	\$45,000.00	\$45,000.00
46	612 IC-Payroll Taxes for Director	612	IC	\$3,500.00	(\$2,508.04)	\$3,500.00	\$3,500.00
47	615 IC-Software	615	IC	\$13,308.00	(\$9,981.00)	\$13,308.00	\$13,308.00
48	616 IC-Travel	616	IC	\$550.00	\$127.90	\$550.00	\$550.00
49	617 Youth Counseling	617	IC	\$5,000.00	(\$3,980.00)	\$5,000.00	\$5,000.00
54	633 NH Program-Acctg Fees	633	NH	\$35,000.00	(\$35,000.00)	\$35,000.00	\$35,000.00
55	634 NH Program-Legal Fees	634	NH	\$190,000.00	(\$139,675.00)	\$190,000.00	\$190,000.00
83					Annual Expenses for Cash Availability		\$852,198.00
84					Divided by twelve months		\$71,016.50

WSHD Prosperity Checking Account Register (9409)

May 20, 2020 to June 16, 2020

Date	Description	Check No.	Amount	Balance
				\$93,537.17
5/21/2020	Check	3020	(\$750.00)	\$92,787.17
5/22/2020	Check	3029	(\$14,025.00)	\$78,762.17
5/26/2020	Check	3030	(\$500.00)	\$78,262.17
5/26/2020	Check	3032	(\$2,593.75)	\$75,668.42
5/26/2020	Check	3024	(\$699.00)	\$74,969.42
5/26/2020	Check	3031	(\$500.00)	\$74,469.42
5/26/2020	054699990003606 113		(\$1,498.57)	\$72,970.85
5/27/2020	Check	3025	(\$1,109.00)	\$71,861.85
5/27/2020	Check	3027	(\$425.00)	\$71,436.85
5/28/2020	QUICKBOOKS 611500560 210000		(\$7,263.54)	\$64,173.31
5/28/2020	Check	3021	(\$5,049.90)	\$59,123.41
5/28/2020	Check	3023	(\$2,487.13)	\$56,636.28
5/28/2020	Check	3026	(\$150.14)	\$56,486.14
5/29/2020	Check	3028	(\$510.00)	\$55,976.14
5/31/2020	Accr Earning Pymt Added to Account		\$75.36	\$56,051.50
6/1/2020	Check	3022	(\$1,284.35)	\$54,767.15
6/8/2020	113025720004445, WINNIE-STOWELL LN		(\$6,027.78)	\$48,739.37
6/11/2020	270056380962129 6103601004102		(\$2,485.26)	\$46,254.11
6/12/2020	16115005601018 2,		\$54,762.48	\$101,016.59
6/16/2020	68169386 43000094304820		(\$202.44)	\$100,814.15
6/17/2020	0290148054 SPA 43		(\$235.25)	\$100,578.90

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 05/20/20-05/20/20

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

Vendor #: 65460

GL #	Description	Amount
WSHD	Wshd	6,335.13
Expenditures		6,335.13
Reimb/Adjustments		
Grand Total		6,335.13

24 total invoices

GL Totals Detail
Invoice #

GL #	Date in	Amt Billed	Amt Paid
1000*65460*23	05/08/2020	20.32	20.32
1000*65460*23	05/08/2020	18.63	18.63
1000*65460*23	05/08/2020	8.19	7.00
1000*65460*23	05/21/2020	24.92	24.92
1000*65460*23	05/21/2020	22.10	22.10
1000*65460*23	05/21/2020	13.75	13.75
1000*65460*23	05/21/2020	10.00	10.00
1019*65460*45	05/18/2020	56.58	56.58
1019*65460*45	05/18/2020	39.28	39.28
1019*65460*45	05/18/2020	15.84	15.84
1019*65460*45	05/18/2020	6.74	6.74
1019*65460*45	05/18/2020	5.76	5.76
1031*65460*14	05/28/2020	10.00	10.00
1031*65460*14	05/28/2020	6.19	6.19
1044*65460*15	05/07/2020	518.26	433.32
1044*65460*15	05/07/2020	157.88	103.58
1044*65460*15	05/07/2020	40.01	40.01
1049*65460*38	05/01/2020	53.59	53.59
1049*65460*38	05/09/2020	33.23	33.23
1049*65460*38	05/09/2020	6.36	6.36
1049*65460*38	05/14/2020	35.02	35.02
1061*65460*20	05/05/2020	7.83	7.83
1065*65460*10	05/06/2020	6.43	5.90
1065*65460*10	05/06/2020	5.87	5.87
1065*65460*10	05/07/2020	11.38	11.38
1081*65460*20	05/04/2020	80.00	80.00
1081*65460*20	05/06/2020	27.75	27.75
1081*65460*20	05/06/2020	25.00	25.00
1081*65460*20	05/06/2020	11.10	11.10
1081*65460*20	05/06/2020	6.56	6.56
1091*65460*27	05/06/2020	51.23	51.23
1091*65460*27	05/08/2020	22.24	21.82
1091*65460*27	05/13/2020	576.98	483.23
1108*65460*10	05/23/2020	15.60	15.60

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 Issued 06/12/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 05/20/20-05/20/20

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

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1111*65460*15	WSHD	05/22/2020	478.95	478.95
1122*65460*15	WSHD	05/15/2020	62.50	62.50
1122*65460*15	WSHD	05/15/2020	17.50	17.50
1123*65460*17	WSHD	05/11/2020	23.02	23.02
1123*65460*17	WSHD	05/11/2020	37.97	37.97
1123*65460*17	WSHD	05/29/2020	751.54	631.61
1128*65460*14	WSHD	05/08/2020	163.71	163.71
1128*65460*14	WSHD	05/08/2020	786.29	661.15
1128*65460*14	WSHD	05/08/2020	147.11	147.11
1134*65460*15	WSHD	05/05/2020	74.60	74.60
1134*65460*15	WSHD	05/05/2020	16.50	10.52
1134*65460*15	WSHD	05/26/2020	132.95	132.95
1137*65460*13	WSHD	05/06/2020	109.29	109.29
1137*65460*13	WSHD	05/26/2020	9.22	9.22
1140*65460*11	WSHD	05/27/2020	25.00	25.00
1140*65460*11	WSHD	05/27/2020	59.85	59.85
1141*65460*14	WSHD	05/20/2020	12.00	12.00
1141*65460*14	WSHD	05/20/2020	10.44	10.44
1141*65460*14	WSHD	05/20/2020	10.00	10.00
1141*65460*14	WSHD	05/20/2020	10.00	10.00
1141*65460*14	WSHD	05/20/2020	9.68	9.68
1141*65460*14	WSHD	05/20/2020	7.19	7.19
1141*65460*14	WSHD	05/20/2020	5.58	4.19
1167*65460*5	WSHD	05/27/2020	518.26	433.32
1173*65460*4	WSHD	05/18/2020	40.00	40.00
1173*65460*4	WSHD	05/18/2020	16.83	16.83
1173*65460*4	WSHD	05/18/2020	5.52	5.52
1173*65460*4	WSHD	05/18/2020	2.99	2.99
2458*65460*4	WSHD	05/12/2020	40.00	40.00
2458*65460*4	WSHD	05/27/2020	10.00	10.00
2458*65460*4	WSHD	05/28/2020	10.00	10.00
2458*65460*4	WSHD	05/29/2020	6.36	6.36
2475*65460*1	WSHD	05/21/2020	31.79	31.79
2475*65460*1	WSHD	05/21/2020	14.42	14.42
2475*65460*1	WSHD	05/21/2020	12.64	12.64
2475*65460*1	WSHD	05/21/2020	12.02	12.02
2475*65460*1	WSHD	05/21/2020	11.47	11.47
2475*65460*1	WSHD	05/21/2020	9.30	9.30
2475*65460*1	WSHD	05/21/2020	8.66	8.66
2815*65460*4	WSHD	05/01/2020	1,173.43	990.22
2815*65460*4	WSHD	05/01/2020	153.75	153.75
2815*65460*4	WSHD	05/01/2020	31.64	31.64
3430*65460*3	WSHD	05/20/2020	55.26	55.26
3430*65460*3	WSHD	05/20/2020	15.00	15.00

24 invoices, 78 line items

7,090.85

6,335.13

© IHS
Issued 06/12/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 05/20/20-05/20/20

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

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
Grand Totals			7,090.85	6,335.13

24 total invoices
78 total line items

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 Issued 06/16/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 05/31/20-05/31/20

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

Vendor #: 18651

GL #	Description	Amount
WSHD	Wshd	1,828.92
	Expenditures	1,828.92
	Reimb/Adjustments	
	Grand Total	1,828.92

12 total invoices

GL Totals Detail
Invoice #

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1040*18651*40	WSHD	05/13/2020	27.67	19.81
1086*18651*24	WSHD	05/01/2020	88.98	71.22
1093*18651*20	WSHD	05/18/2020	292.28	137.28
1093*18651*20	WSHD	05/07/2020	46.24	22.94
1093*18651*20	WSHD	05/07/2020	25.00	25.00
1115*18651*9	WSHD	05/08/2020	88.55	42.93
1115*18651*9	WSHD	05/08/2020	49.84	40.01
1157*18651*8	WSHD	05/06/2020	32.00	32.00
1157*18651*8	WSHD	05/12/2020	35.00	35.00
1157*18651*8	WSHD	05/12/2020	27.43	17.95
1157*18651*8	WSHD	05/19/2020	25.00	25.00
1158*18651*5	WSHD	05/26/2020	43.07	21.41
1158*18651*5	WSHD	05/26/2020	14.85	14.85
1159*18651*5	WSHD	05/29/2020	40.76	20.32
1159*18651*5	WSHD	05/29/2020	25.44	8.67
1160*18651*7	WSHD	05/05/2020	1,042.65	484.67
1160*18651*7	WSHD	05/05/2020	166.87	79.21
1160*18651*7	WSHD	05/05/2020	99.45	48.00
1169*18651*6	WSHD	05/19/2020	646.74	301.38
1169*18651*6	WSHD	05/19/2020	58.28	15.85
1181*18651*1	WSHD	05/11/2020	41.62	20.73
1181*18651*1	WSHD	05/13/2020	28.97	28.97
1181*18651*1	WSHD	05/11/2020	22.21	22.21
1181*18651*1	WSHD	05/13/2020	15.95	15.95
1181*18651*1	WSHD	05/11/2020	15.21	8.58
1181*18651*1	WSHD	05/11/2020	13.04	7.64
2942*18651*3	WSHD	05/08/2020	194.97	154.67
3364*18651*1	WSHD	05/18/2020	11.00	11.00
3364*18651*1	WSHD	05/18/2020	14.85	14.85
3364*18651*1	WSHD	05/18/2020	24.00	24.00
3364*18651*1	WSHD	05/18/2020	22.87	22.87
3364*18651*1	WSHD	05/18/2020	23.62	12.76
3364*18651*1	WSHD	05/18/2020	42.61	21.19

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Issued 06/16/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 05/31/20-05/31/20

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

Vendor #: 18651

Invoice #	GL #	Date in	Amt Billed	Amt Paid
12 invoices, 33 line items			3,347.02	1,828.92
Grand Totals			3,347.02	1,828.92

12 total invoices
33 total line items

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 Issued 06/12/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 05/20/20-05/20/20

Vendor #: 63614

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

GL #	Description	Amount
WSHD	Wshd	47.28
	Expenditures	47.28
	Reimb/Adjustments	
	Grand Total	47.28

3 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1040*63614*21	WSHD	04/24/2020	722.00	0.00
1091*63614*13	WSHD	03/23/2020	197.00	47.28
1115*63614*3	WSHD	02/25/2020	1,736.00	0.00
3 invoices, 3 line items	***		2,655.00	47.28
Grand Totals			2,655.00	47.28

3 total invoices
 3 total line items

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 Issued 06/12/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 05/20/20-05/20/20

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

Vendor #: 63615
 NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	227.26
	Expenditures	227.26
	Reimb/Adjustments	
	Grand Total	227.26

7 total invoices

GL Totals Detail
Invoice #

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2945*63615*6	WSHD	03/30/2020	183.00	0.00
1065*63615*3	WSHD	03/23/2020	273.00	65.29
1072*63615*5	WSHD	02/23/2020	498.00	0.00
1091*63615*15	WSHD	03/23/2020	83.00	23.24
1114*63615*7	WSHD	03/24/2020	270.00	56.08
1146*63615*2	WSHD	03/24/2020	270.00	56.08
2458*63615*1	WSHD	04/06/2020	110.00	26.57
7 invoices, 7 line items	***		1,687.00	227.26
Grand Totals			1,687.00	227.26

7 total invoices
 7 total line items

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

Invoice # 70024

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

Date: 6/1/2020

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

RECEIVED
JUN - 1 2020

Terms: Net receipt of invoice

Professional services for the month of July 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

Would you rather receive this statement electronically?

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

Total paid since your last statement	\$150.14
Interest Satisfied	\$29.46
Principal Satisfied	\$120.68
Late Fees Paid	\$0.00

As of today, you've paid on your loans	\$16,815.69
Total Interest Satisfied	\$4,973.42
Total Principal Satisfied	\$11,834.77
Total Late Fees Paid	\$7.50

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 Issued 06/11/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 05/15/20-05/15/20

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

Vendor #: 13632

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

2 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
YC06*13632*5	WSHD	05/14/2020	85.00	85.00
YC17*13632*10	WSHD	05/11/2020	85.00	85.00
YC17*13632*10	WSHD	05/22/2020	85.00	85.00
2 invoices, 3 line items			255.00	255.00
Grand Totals			255.00	255.00

2 total invoices
 3 total line items

©IHS
 Issued 06/11/20

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 05/15/20-05/15/20

Grace Nichols
 4347 Phelan Blvd Suite 104
 Beaumont, TX 77707

Vendor #: 63291

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

2 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
YC13*63291*5	WSHD	05/18/2020	85.00	85.00
YC14*63291*9	WSHD	05/28/2020	85.00	85.00
2 invoices, 2 line items			170.00	170.00
Grand Totals			170.00	170.00

2 total invoices
 2 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

June 17, 2020

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

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

Dear President Murrell,

Attached, please find Benckenstein & Oxford's monthly time entry invoice for March 2020. This invoice is for \$22,750.00 but the amount due is \$21,750.00 after reducing the invoice by \$1,000.00 for the monthly retainer already paid.

Will you please review and let me know if there are any questions? If not, we would appreciate your payment of this invoice in the amount of \$21,750.00 representing the balance owed for March 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

June 17, 2020

INVOICE #: 49770 **HOIV**
Billed through: March 31, 2020
Client/Matter #: WSHD 87250

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

RE: Winnie-Stowell Hospital District

PROFESSIONAL SERVICES RENDERED

03/02/20	HOIV	Read and reviewed MOU for Online Community-Based Application Assistance Services through the YourTexasBenefits.com and exchanged two (2) e-mails with staff regarding the same.	0.40 hrs
03/02/20	HOIV	Received and reviewed QIPP Model 7 from LTC to review the timing adjustments; participated in conference call with LTC to discuss problems with certain formulas; and analyzed Scorecard spreadsheets to evaluate first quarter Component 2 payments to Managers.	1.80 hrs
03/02/20	HOIV	Made final revisions to February 14, 2020 Personnel Manual by correcting numbers within the document, formatting, and prepared Table of Contents; distributed to staff for signature.	2.70 hrs
03/02/20	HOIV	Prepared draft agenda; provided narratives to the proposed agenda items; and gathered attachments for the Board members to review.	1.70 hrs
03/03/20	HOIV	Received draft revisions to Indigent Care Agreement from Hospital; reviewed the changes; and then returned revised agreement to counsel for the Hospital and exchanged two (2) e-mails with questions concerning the proposed changes.	0.80 hrs
03/03/20	HOIV	Prepared e-mail to Board with final Amended Indigent Care Agreement.	0.40 hrs
03/03/20	HOIV	Reviewed Indigent Care Health Insurance plans and submitted to Indigent Care Director to investigate further.	0.60 hrs
03/03/20	HOIV	Worked extensively with LTC group to prepare an Amended Exhibit B spreadsheet to be included as part of the draft Second Amended and Restated Management Agreements.	4.00 hrs
03/04/20	HOIV	Continued work on Amended Exhibit B to draft Second Amended and Restated Management Agreements and prepared draft e-mail to Managers requesting that they agree to the proposed change in the payment schedule.	6.00 hrs
03/05/20	HOIV	Reviewed Management Agreements and prepared extensive e-mail to Managers to request monthly Component 2 payments be made on quarterly basis and responded to six (6) e-mails regarding the same.	2.80 hrs
03/05/20	HOIV	Began working with staff to investigate Texas Drug Transparency Report; legislative history; and to assess whether the information on the State's	2.80 hrs

website was actually the Medicaid rate for various drugs.

03/06/20	HOIV	Researched potential Pharmacy Service Agreements and began preparing extensive agreement for review by Indigent Care Director and Indigent Care Committee.	6.00 hrs
03/09/20	HOIV	Worked with staff to gather technology proposals by receiving and exchanging six (6) e-mails with potential vendors and review of proposals.	0.40 hrs
03/09/20	HOIV	Exchanged four (4) e-mails with staff and Scriptcare to inform them that the District was no longer going to pursue an agreement with Scriptcare.	0.40 hrs
03/09/20	HOIV	Read and reviewed proposed changes to Draft Pharmacy Service Agreement made by Indigent Care Director.	1.00 hrs
03/09/20	HOIV	Read and reviewed District's Eminent Domain report prepared by Staff prior to filing with the State of Texas.	0.30 hrs
03/10/20	HOIV	Read, reviewed, and responded to four (4) sets of e-mails to Managers regarding enrolling in QIPP four and followed up on the status requested information by LTC Group in order to enroll the facilities in the program.	1.30 hrs
03/11/20	HOIV	Read and reviewed e-mail and attachments from Staff regarding renewal of D&O insurance and began review of files for the previous year's response.	0.40 hrs
03/11/20	HOIV	Received and reviewed spreadsheet submitted by HMG for Grace Care Facility in order to consider the facility as a candidate for acquisition but the transaction never occurred because HMG was unable to purchase the facility; and exchanged eight (8) e-mails with LTC Group regarding the same.	1.50 hrs
03/11/20	HOIV	Exchanged nine (9) e-mails and the Scorecard Spreadsheet with staff, LTC Group, and Managers regarding January Component 2 payments to confirm payment amounts due to Managers.	1.60 hrs
03/13/20	HOIV	Met with staff to work on reconciliation of Graham Interbank Account; reviewed spreadsheet classifying funds in the account; verified amounts in transfer request to Interbank; and prepared and responded to e-mails between LTC, HMG, and Caring Healthcare regarding overages from QIPP Y2, Qtr 4, Comps 2, 3 & Lapse 2019.	4.60 hrs
03/14/20	HOIV	Prepared e-mail to Managers to check on their status due to Covid-19 virus and responded to twelve (12) e-mails discussing each Manager's status.	1.40 hrs
03/16/20	HOIV	Participated in Conference Calls with Hospital, Board Members, and LTC Group regarding request by Hospital for supplemental funds; and drafted e-mail to Hospital conveying request by the Board for financial information.	2.80 hrs
03/17/20	HOIV	Prepared extensive e-mail to Board advising of request by Hospital for financial assistance due to Covid-19 Virus impacts on cash flow.	2.70 hrs
03/19/20	HOIV	Began preparing minutes for the February 19, 2020 Regular Meeting.	2.80 hrs
03/20/20	HOIV	Continued preparing minutes for February 19, 2020 Regular Minutes and distributed to Board for review.	4.00 hrs
03/20/20	HOIV	Researched Covid-19 Virus Open Meeting Act exceptions; and worked with	1.40 hrs

staff to prepare an agenda in light of new Covid-19 rules.

03/23/20	HOIV	Updated notes to agenda and prepared initial Board Binder and then distributed to Board with e-mail explaining attempts to trim agenda and expedite meeting by providing information early.	1.70 hrs
03/23/20	HOIV	Read and reviewed instructions to enroll in QIPP Year 4 through April 22, 2020 and exchanged three (3) e-mails with staff and LTC regarding a plan of action to ensure facilities are enrolled.	0.70 hrs
03/23/20	HOIV	Conference call with HMG regarding request for PPE and exchanged three (3) e-mails with Chambers County Emergency Management Services requesting PPE.	0.60 hrs
03/24/20	HOIV	Receipt and review of Waiver of Conflict letter from the Underwood firm for the Westchase facility and fine by the Texas Commission on Health and Human Services.	0.60 hrs
03/24/20	HOIV	Worked with staff to update Treasurer's report to account for the repayment of Loan 15 and to ensure compliance outstanding loan terms.	2.70 hrs
03/24/20	HOIV	Prepared for and attended Regular Monthly Meeting.	4.00 hrs
03/24/20	HOIV	Worked with staff to prepare Board Binder and to update notes in the Agenda to assist the Board with background information on various agenda items.	2.30 hrs
03/24/20	HOIV	Worked with Indigent Care Director on making amendments to the Indigent Care Policy to eliminate certain preemption requirements relating to applying for Medicare and private insurance.	1.20 hrs
03/25/20	HOIV	Prepared extensive e-mail to Trish Rivera at Texas Department of Agriculture requesting regarding the Rural Health Facility Capital Improvement Program and the Winnie Community Hospital.	0.70 hrs
03/25/20	HOIV	Participated in multiple conference calls with Hospital staff to discuss the Rural Health Facility Capital Improvement Program application and information needed by the Hospital District in order to evaluate the proposal by the Hospital; and participated in conference calls with Finance Committee members to schedule a meeting time with the Hospital.	1.30 hrs
03/26/20	HOIV	Exchanged fourteen (14) e-mails with staff, Texas Department of Rural Affairs, and the Hospital regarding Rural Health Facility Capital Improvement Program application.	1.70 hrs
03/26/20	HOIV	Received e-mail from HMG regarding the "Not on MY Watch Program" with a PowerPoint; participated in conference call with HMG regarding the Program; and then exchanged five (5) e-mails regarding the same.	1.60 hrs
03/27/20	HOIV	Gathered information from prior spreadsheets in order to create a spreadsheet for the Board illustrating total funds received and spent for the original nursing home program, MPAP, and QIPP and then comparing to the amount of money spent on the Hospital; prepared spreadsheet documenting the income and expenses; and submitted with comprehensive spreadsheet to Finance Committee for a review.	3.30 hrs
03/27/20	HOIV	Updated spreadsheets for D&O insurance renewal and worked with staff and	1.60 hrs

J.S. Edwards to submit the requested information to Philadelphia Insurance to receive a premium quote.

03/27/20	HOIV	Exchanged fifteen (15) e-mails with staff and Hospital discussing Rural Health Facility Capital Improvement Program application as well as other grant funding opportunities for the Hospital due to Covid-19 Virus.	1.40 hrs
03/30/20	HOIV	Read and reviewed e-mail from Hospital advising that the DY9 IGT was going to be moved up from December to June 2020.	0.30 hrs
03/30/20	HOIV	Prepared a Resolution per the Regular Meeting for District declaring the Board and staff to be Essential Personnel and distributed for review.	1.20 hrs
03/30/20	HOIV	Worked on revised language to Amended Indigent Care Agreement following March Regular Meeting and prepare an extensive e-mail to the Board explaining the changes.	2.10 hrs
03/31/20	HOIV	Prepared draft agenda for Special Meeting and distributed agenda with e-mail advising of the Covid-19 attendance restrictions.	0.40 hrs
03/31/20	HOIV	Received e-mail from HMG with spreadsheet for "Not on My Watch Program" estimates; modified the spreadsheet; and distributed to the Board to review prior to the Special Meeting.	1.00 hrs
Total fees for this matter			\$21,750.00

DISBURSEMENTS

03/09/20	Federal Express; 1/14 - Eva Zamora	32.69
Total disbursements for this matter		\$32.69

BILLING SUMMARY:

Oxford, IV Hubert	87.00 hrs @	\$250.00 /hr	\$21,750.00
TOTAL FEES			\$21,750.00
TOTAL DISBURSEMENTS			\$32.69
TOTAL CHARGES FOR THIS INVOICE			\$21,782.69
RETAINER			\$1,000.00 CR

TOTAL BALANCE NOW DUE \$20,782.69

Federal ID# 74-1646478

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

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW

BBVA COMPASS BANK BUILDING

3535 CALDER AVENUE, SUITE 300

Hubert Oxford, IV

BEAUMONT, TEXAS 77706

hoxfordiv@benoxford.co
m

TELEPHONE:(409) 833-9182

FAX: (409) 833-8819

June 1, 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 May 20, 2020; Our File
No. 87250.

Dear President Murrell,

Attached, please find the draft minutes for the Regular Meeting on May 20, 2020. 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 May 2020. We would request that you put this invoice in line for payment at the June 17, 2020 Regular Meeting and we will give the District credit for the \$1,000.00 payment when we submit the hourly invoice for May 2020.

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

RECEIVED
JUN 15 2020

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

06/11/2020

Invoice # 22053

Professional Services

	<u>Amount</u>
06/11/20 5-7-20 Review, research and discuss accounting and coding of Stimulus payments, Coding of pass-through funds. 1.25 Hrs.	1,250.00
5-11-20 Make adjustments, check balances, reconciliations and run reports. 3.75 Hrs.	
5-20-20 Review Board Binder, prepare for and attend board meeting. Assist on several quickbook issues. 3.25 Hrs.	
5-21-20 Respond to emails from auditor regarding requests and documentation. .75 Hrs.	
Review payrolls and tax deposits 1.00 Hrs.	
10 Hrs. @ \$125.00 = \$1,250.00	
For professional services rendered	<u>\$1,250.00</u>
Balance due	<u><u>\$1,250.00</u></u>

Invoices Due Upon Receipt

Billing terms

Policy The program

Term The policy length

Product Identifies PHLI niche product group

Bill plan Full or interval payment plan applied to the policy, see section opposite for details

Premium charged Policy premium at inception plus any additional premium or return premium endorsements

Premium applied Payments or adjustments made to date

Previous balance Amount due at the end of prior month

Installment amount Divided portion of premium invoiced this month based on the Bill Plan

Taxes/surcharges and fees State imposed taxes or surcharges based on specific coverage and/or premium

Payment / credits Payments or adjustments made during prior month

Balance due Total amount currently due

Notice If payment is received after the invoice due date, a \$25.00 late fee will be incurred (some states may vary)

Available bill plans

If interested in bill plan options please contact customer service at 877-438-7459 to see if your account qualifies.

Fixed Annual

One bill is produced for the annual premium as of the effective date of the policy.

Installment plans

For the following plans, a \$500 installment minimum is required. Any endorsement activity will be billed or credited over any remaining installments. These plans do not reflect options available for Rental and Leasing policies. A \$5 per installment fee may be included (some states may vary).

▪ 25% & 9

25% of the annual premium is billed the first month, 1/9th of the remaining annual will be billed in consecutive monthly intervals.

▪ 25% & 5

25% of the annual premium is billed the 1st month, The remaining installments of 1/5th will be billed in consecutive monthly intervals.

▪ 25% & 3

25% of the annual premium is billed the 1st month, 1/3rd of the remaining annual will be billed in consecutive monthly intervals.

▪ 50% & 2

50% of the annual premium is billed the 1st month, 1/2 of the remaining annual will be billed in consecutive monthly intervals.

Invoice Number:	2002164499
Account Number:	80026218
Billing Date:	06/09/2020
Due Date:	06/30/2020
Amount Due:	\$4,670.50

Remittance Amount: \$ B

Total Premium



PHILADELPHIA INSURANCE COMPANIES
PO BOX 70251
PHILADELPHIA, PA 19176-0251

PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group
PO Box 70251 Philadelphia PA 19176-0251

MB 01 000135 89658 B 1 C



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

RECEIVED JUN 15 2020

02002164499 00000080026218 8 20200609 20200630 00000000467050



Your account summary

Your balance break-down

Product	Policy	Term / Bill plan	Premium charged (\$)	Premium applied (\$)	Previous balance (\$) *	Installment amount (\$) *	Taxes / surcharge (\$) *	Fees (\$) † *	Payment / credits *	Balance due (\$)
80026218 Winnie-Stowell Hospital District										
D & O FlexI Plus	PHSD1539792	05/07/20 - 21 25% Down & 3 Monthly Installments	9,331.00	0.00	0.00	4,665.50 1 of 3	0.00	0.00	0.00	4,665.50
Fees										
	InstallmentFee		10.00	-5.00	0.00	0.00	0.00	5.00	0.00	5.00

4,665.50

4,670.50

Invoice No: INV789327
Date: 6/4/2020
Account No: 3A0064

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

RECEIVED

JUN - 8 2020

Ship To: Winnie - Stowell Hospital District
 Attn: Sherrie Norris
 520 Broadway
 Winnie, TX 77665

Sales Order No		P. O. Number		Ship Method		Payment Terms		Payment Due	
SO110223				UPSGND		Net 30		7/4/2020	
Remarks						Sales Person			
						Brian Wolfe			
Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amount
5008	8.5 X 11 Copy Paper - 20lb White		5.0	5.0	0.0	CASE	\$33.99		\$169.95

 Hello, paperless billing!
CONVENIENCE • SECURITY • ECO-FRIENDLY
 Log in to sign up at function-4.com/paperless

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

Subtotal	\$169.95
Discount	\$0.00
Freight	\$0.00
Sales Tax	\$0.00
Invoice Total	\$169.95
Balance Due	\$169.95

3A0064 INV789327

Lisa Rae Photo & Web Services

PO Box 159
Winnie, TX 77665
(409)267-9985
lisa@stramecki.com
www.lisaraephoto.com



RECEIVED
JUN - 1 2020

INVOICE

BILL TO

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

INVOICE # 1121
DATE 06/01/2020
DUE DATE 06/15/2020

DESCRIPTION	DATE	QTY	RATE	AMOUNT
Web Services Consulting - Office Visit to train Patricia and review with Sherrie	02/13/2019	2	25.00	50.00
Web Services Website updates for Sherrie	06/03/2019	1	0.00	0.00
Web Services Website updates for Sherrie/Hubert	09/26/2019	1	25.00	25.00
Web Services Hosting Renewal (\$25/mth) wshd-tx.org - monthly hosting until 12/31/2020	01/01/2020	12	25.00	300.00
Web Services Domain renewal for .com and .net (annually \$30/ea) - wshd-tx.com is used for email - wshd-tx.net is forwarded to .net website - fee includes domain renewal and private registration	01/01/2020	2	30.00	60.00
Web Services Website updates for Sherrie/Hubert	04/08/2020	2	25.00	50.00

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

BALANCE DUE

\$485.00

Technology Solutions of Texas,
L.L.C.

Invoice 1451

TECHNOLOGY
SOLUTIONS-TX

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

RECEIVED

JUN 11 2020

BILL TO

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

DATE
06/11/2020

PLEASE PAY
\$1,979.03

DUE DATE
06/11/2020

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/11/2020	Hardware:Misc PC Parts PC Parts: Install backer board and Network Rack	1	150.00	150.00
06/11/2020	IT Services:Network Cable Install Install Conduit, Run CAT 6 Cable, Terminate both ends, verify terminations.	1	120.00	120.00
06/11/2020	IT Services:Network Cable Install Install Conduit, Run Grounded CAT 6 Cable, Terminate both ends, verify terminations.	2	135.00	270.00
06/11/2020	IT Services:Network Cable Install Install In Floor Box, Run Conduit, Run Cable, Terminate both ends, verify terminations.	1	175.00	175.00
06/11/2020	Hardware:Misc PC Parts PC Parts:Video Conferencing Cart	1	123.99	123.99
06/11/2020	Hardware:Misc PC Parts PC Parts:Logitech C930c Web Camera	1	212.97	212.97
06/11/2020	Hardware:Misc PC Parts PC Parts:USB WiFi Adapter 2.4GHz/5GHz 802.11 AC	1	12.99	12.99
06/11/2020	Hardware:Misc PC Parts PC Parts:Diamond Wireless HDMI Extender kit	1	149.99	149.99
06/11/2020	IT Services:Support Hours Configure Network Equipment, Network Devices, and Phone System	5	95.00	475.00
06/11/2020	IT Services:Support Hours Install Television on Conferencing Cart, Configure PC for use.	3	95.00	285.00
06/11/2020	Software:Misc Software Windows 10 Pro License	1	44.72	44.72

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/11/2020	credit Low Profile TV Mount (in trade for value)	1	-40.63	-40.63

TOTAL DUE	\$1,979.03
-----------	------------

THANK YOU.



Final Details for Order #114-1255255-1713038

Print this page for your records.

Order Placed: June 2, 2020

Amazon.com order number: 114-1255255-1713038

Order Total: \$134.22

Shipped on June 4, 2020

Items Ordered	Price
1 of: <i>Mount Factory Rolling TV Cart Mobile TV Stand for 40-65 inch Flat Screen, LED, LCD, OLED, Plasma, Curved TV's - Universal Mount with Wheels</i> Sold by: Mix Wholesale (seller profile)	\$123.99
Condition: New	

Shipping Address:

Ronald Curtis Husbands
5725 FROST ST
BEAUMONT, TX 77706-4431
United States

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

Visa | Last digits: 7522

Billing address

Ronald Curtis Husbands
5725 FROST ST
BEAUMONT, TX 77706-4431
United States

Item(s) Subtotal: \$123.99
Shipping & Handling: \$0.00

Total before tax: \$123.99
Estimated tax to be collected: \$10.23

Grand Total: \$134.22

Credit Card transactions

Visa ending in 7522: June 4, 2020: \$134.22

To view the status of your order, return to [Order Summary](#).



Final Details for Order #114-1516422-7895416

Print this page for your records.

Order Placed: June 4, 2020

Amazon.com order number: 114-1516422-7895416

Order Total: \$230.54

Shipped on June 5, 2020

Items Ordered

1 of: *HD Auto Focus Webcam C930c 1080P Video Call Available Pro Streaming Web Camera with Microphone, Widescreen USB Computer Camera for PC Mac Laptop Desktop Video Calling Conferencing Recording*

Sold by: 姜惠林97mg ([seller profile](#))

Condition: New

Price
\$212.97

Shipping Address:

Ronald Curtis Husbands
5725 FROST ST
BEAUMONT, TX 77706-4431
United States

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

Visa | Last digits: 0095

Item(s) Subtotal: \$212.97
Shipping & Handling: \$0.00

Billing address

Ronald Curtis Husbands
5725 FROST ST
BEAUMONT, TX 77706-4431
United States

Total before tax: \$212.97
Estimated tax to be collected: \$17.57

Grand Total: \$230.54

Credit Card transactions

Visa ending in 0095: June 5, 2020: \$230.54

To view the status of your order, return to [Order Summary](#).



Final Details for Order #114-6896939-8759463

Print this page for your records.

Order Placed: June 8, 2020
Amazon.com order number: 114-6896939-8759463
Order Total: \$14.06

Shipped on June 8, 2020

Items Ordered	Price
1 of: <i>USBNOVEL USB WiFi Adapter-Dual Band 2.4G/5G WiFi Dongle 802.11 ac Mini Wireless Network Card 600Mbps with High Gain Antenna for PC Laptop Desktop Windows XP/Vista / 7-10 Mac</i>	\$12.99
Sold by: USBNOVEL Direct (seller profile)	
Condition: New	

Shipping Address:
Ronald Curtis Husbands
5725 FROST ST
BEAUMONT, TX 77706-4431
United States

Shipping Speed:
One-Day Shipping

Payment information

Payment Method:
Visa | Last digits: 0095

Billing address
Ronald Curtis Husbands
5725 FROST ST
BEAUMONT, TX 77706-4431
United States

Item(s) Subtotal:	\$12.99
Shipping & Handling:	\$0.00

Total before tax:	\$12.99
Estimated tax to be collected:	\$1.07

Grand Total:	\$14.06

Credit Card transactions

Visa ending in 0095: June 8, 2020: \$14.06

To view the status of your order, return to [Order Summary](#).



Final Details for Order #114-4686123-1261856

Print this page for your records.

Order Placed: June 8, 2020
Amazon.com order number: 114-4686123-1261856
Order Total: \$162.36

Shipped on June 8, 2020

Items Ordered

1 of: *Diamond Wireless HDMI Extender Kit, TV Transmitter & Receiver for HD 1080p, Stream Video Content from: Laptops, PC, Cable Box, Satellite Box, Blu-ray, DVD, PS3, PS4, Xbox 360, Xbox One (VS100)* **Price**
\$149.99
Sold by: Amazon.com Services LLC

Condition: New

Shipping Address:

Ronald Curtis Husbands
5725 FROST ST
BEAUMONT, TX 77706-4431
United States

Shipping Speed:

One-Day Shipping

Payment information

Payment Method:

Visa | Last digits: 0095

Item(s) Subtotal: \$149.99
Shipping & Handling: \$0.00

Billing address

Ronald Curtis Husbands
5725 FROST ST
BEAUMONT, TX 77706-4431
United States

Total before tax: \$149.99
Estimated tax to be collected: \$12.37

Grand Total: \$162.36

Credit Card transactions

Visa ending in 0095: June 8, 2020: \$162.36

To view the status of your order, return to [Order Summary](#).



Kinguin Digital Limited
8/F O Hing Buliding
1 On Hing Terrace, Central
Hong Kong
Company Registration No: 2535963
VAT EU5280003533

Order #S111629E748

Order Date: June 11, 2020

Billing Address

Ronald Husbands
Technology Solutions of Texas, L.L.C.
5725 Frost St
Beaumont, Texas, 77706
United States
T: 4095545953

Payment Method

PayPal

Items Ordered

Product Name	SKU	Price	Qty	Subtotal
Windows 10 Professional Online Activation Key	NextKeys.io	JP2019- 1010- 0833	\$39.12	Ordered: 1 \$39.12
		Subtotal		\$39.12
		Platform Development Contribution		\$4.15
		Payment Charge		\$1.45
		Grand Total (Excl.Tax)		\$44.72
		Tax		\$0.00
		Grand Total (Incl.Tax)		\$44.72
		Grand Total to be Charged		€37.71



Final Details for Order #112-8179993-5125052
Print this page for your records.

Order Placed: April 10, 2020
Amazon.com order number: 112-8179993-5125052
Seller's order number: 468718174
Order Total: \$40.63

Shipped on April 11, 2020

Items Ordered	Price
1 of: <i>Stanley TV Wall Mount - Super Slim Design Fixed Mount for Large Flat Panel Television (TLS-210S)</i>	\$40.63
Sold by: Lighting Sales LLC (seller profile)	
Condition: New	

Shipping Address:
Winnie Stowell Hospital District/Sherrie Norris
538 BROADWAY
WINNIE, TX 77665-7600
United States

Shipping Speed:
Standard Shipping

Payment information

Payment Method:
Visa | Last digits: 1770

Item(s) Subtotal: \$40.63
Shipping & Handling: \$0.00

Billing address
Winnie Stowell Hospital District
PO BOX 1997
WINNIE, TX 77665-1921
United States

Total before tax: \$40.63
Estimated tax to be collected: \$0.00

Grand Total: \$40.63

Credit Card transactions

Visa ending in 1770: April 11, 2020: \$40.63

To view the status of your order, return to [Order Summary](#).

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Yard Service Invoice

Felipe Ojeda

DATE June 12, 2020

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

RECEIVED
JUN 12 2020

Property Location:
Winnie-Stowell Hospital District
520 Broadway
Winnie, TX 77665

Description	AMOUNT
Yard Maintenance completed 05/21/20	\$ 125.00
Yard Maintenance completed 06/04/20	\$ 125.00
Office Trash Haul-Away - 06/04/20 & 06/12/20	\$ 50.00
TOTAL	\$ 300.00

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

I LOOK FORWARD TO PROVIDING YARD SERVICES FOR YOUR BUSINESS!

RECEIVED

JUN 16 2020

DATE 6-16-2020 NO. 08018583

CUSTOMER'S ORDER NO.						
NAME <u>Graciela Chavez</u>						
ADDRESS <u>220 8TH ST</u>						
CITY, STATE, ZIP <u>Winnax TX 77665</u>						
SOLD BY	CASH	C.O.D	CHARGE	ONACCT.	MOSERET'D	PAID OUT
			<input checked="" type="checkbox"/>			
QUAN.	DESCRIPTION	PRICE	AMOUNT			
1	<u>office</u>					
2	<u>cleaning</u>	<u>\$100</u>				
3						
4	<u>June 2, 2020</u>					
5	<u>&</u>					
6	<u>June 16, 2020</u>					
7						
8						
9	<u>Total</u>		<u>100</u>			
10						
11						
12						
RECEIVED BY						

KEEP THIS SLIP FOR REFERENCE

Exhibit “B”

CYBER SECURITY AWARENESS

HB 3834 compliance training program

TRITON



AFFIDAVIT OF COMPLETION

2020 Cyber Security Awareness Training
HB 3834 Compliance Training Program



I affirm, under penalty of perjury, that I personally completed the Cyber Security Awareness Training course listed below. I understand that it is my responsibility to file or maintain my Certificate of Completion as required by the State of Texas or other regulatory agency with which I intend to register this course.

I acknowledge and authorize the charge of \$100 for training certification to be billed to the entity I represent or with which I am affiliated, as listed above.

06/11/2020

Individual Information

First Name

Sherrie

Last Name

Norris

Email Address

sherrie@wshd-tx.com

Name of Organization/Agency/Municipality

Winnie-Stowell Hospital District

Signature

Sherrie Norris

Please keep a copy for your records and file original with your agency's record legal record keeper

CYBER SECURITY AWARENESS

HB 3834 compliance training program

TRITON



AFFIDAVIT OF COMPLETION

2020 Cyber Security Awareness Training
HB 3834 Compliance Training Program



I affirm, under penalty of perjury, that I personally completed the Cyber Security Awareness Training course listed below. I understand that it is my responsibility to file or maintain my Certificate of Completion as required by the State of Texas or other regulatory agency with which I intend to register this course.

I acknowledge and authorize the charge of \$100 for training certification to be billed to the entity I represent or with which I am affiliated, as listed above.

06/11/2020

Individual Information

First Name

Patricia

Last Name

Ojeda

Email Address

Patricia@wshd-tx.com

Name of Organization/Agency/Municipality

Winnie-Stowell Hospital District

Signature

A handwritten signature in cursive script that reads "Patricia Ojeda".

Please keep a copy for your records and file original with your agency's record legal record keeper

Exhibit “C”

WSHD Indigent Care Director Report
2020 YTD Expenditures Worksheet

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	\$20,231.45	65.93%	\$20,231.45
Pharmacy Total	\$7,503.73	\$6,334.25	20.64%	\$6,334.25
UTMB Total	\$26,843.06	\$3,186.13	10.38%	\$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	3.05%	\$935.00
Grand Totals	\$84,869.79	\$30,686.83		\$30,686.83

May				
Indigent Clients:	Indigent Clients: 53			
Youth Counseling:	Youth Counseling: 11			
SUMMARY BY FACILITY	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Winnie Community Hospital	\$50,905.00	\$20,871.05	\$0.70	\$20,871.05
Pharmacy Total	\$10,437.87	\$8,164.05	27.46%	\$8,164.05
UTMB Total	\$4,342.00	\$274.54	0.92%	\$274.54
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	\$425.00	\$425.00	1.43%	\$425.00
Grand Totals	\$66,109.87	\$29,734.64		\$29,734.64

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 = \$196,699.35 -YTD MCD Rate = \$88,570.30			
\$264,295.57	\$108,129.05	55.23%	\$108,129.05
\$47,604.92	\$39,000.06	19.92%	\$39,000.06
\$199,441.41	\$45,286.80	23.13%	\$45,286.80
\$0.00	\$0.00	0.00%	\$0.00
\$400.00	\$400.00	0.20%	\$400.00
\$2,975.00	\$2,975.00	1.52%	\$2,975.00
\$514,716.90	\$195,790.91	100%	\$195,790.91

SUMMARY BY PROVIDER	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Pharmacy	\$7,503.73	\$6,334.25	20.64%	\$6,334.25
Brookshire Brothers Pharmacy Corp	\$5,570.49	\$5,049.90	16.46%	\$5,049.90
Wilcox Pharmacy	\$1,933.24	\$1,284.35	4.19%	\$1,284.35
WCH	\$49,588.00	\$20,231.45	65.93%	\$20,231.45
WCH Clinic	\$3,819.00	\$1,466.16	4.78%	\$1,466.16
WCH Observation	\$0.00	\$0.00	0.00%	\$0.00
WCH ER	\$8,898.00	\$3,648.18	11.89%	\$3,648.18
WCH Lab/Xray	\$0.00	\$0.00	0.00%	\$0.00
WCH CT Scan	\$8,194.00	\$3,359.54	10.95%	\$3,359.54
WCH Labs	\$16,011.00	\$6,564.51	21.39%	\$6,564.51
WCH Xray	\$9,325.00	\$3,823.25	12.46%	\$3,823.25
WCH Lab/Xray Reading	\$427.00	\$175.07	0.57%	\$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	\$1,194.74	3.89%	\$1,194.74
UTMB	\$26,843.06	\$3,186.13	10.38%	\$3,186.13
UTMB Physician Services	\$3,791.00	\$686.12	2.24%	\$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	8.10%	\$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	3.05%	\$935.00
Grace Nichols	\$510.00	\$510.00	1.66%	\$510.00
Penelope Butler	\$425.00	\$425.00	1.38%	\$425.00
Alliance Medical Supply (C-PAP)	\$0.00	\$0.00	0.00%	\$0.00
Grant Totals	\$84,869.79	\$30,686.83		\$30,686.83

SUMMARY BY PROVIDER	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Pharmacy	\$10,437.87	\$8,164.05	27.46%	\$8,164.05
Brookshire Brothers Pharmacy Corp	\$7,090.85	\$6,335.13	21.31%	\$6,335.13
Wilcox Pharmacy	\$3,347.02	\$1,828.92	6.15%	\$1,828.92
WCH	\$50,905.00	\$20,871.05	70.19%	\$20,871.05
WCH Clinic	\$9,844.00	\$4,036.04	13.57%	\$4,036.04
WCH Observation	\$0.00	\$0.00	0.00%	\$0.00
WCH ER	\$11,790.00	\$4,833.90	16.26%	\$4,833.90
WCH Lab/Xray	\$0.00	\$0.00	0.00%	\$0.00
WCH CT Scan	\$5,435.00	\$2,228.35	7.49%	\$2,228.35
WCH Labs	\$11,362.00	\$4,658.42	15.67%	\$4,658.42
WCH Xray	\$10,584.00	\$4,339.44	14.59%	\$4,339.44
WCH Lab/Xray Reading	\$1,890.00	\$774.90	2.61%	\$774.90
WCH Inpatient	\$0.00	\$0.00	0.00%	\$0.00
WCH Physical Therapy	\$0.00	\$0.00	0.00%	\$0.00
WCH Ultrasound	\$0.00	\$0.00	0.00%	\$0.00
UTMB	\$4,342.00	\$274.54	\$0.01	\$274.54
UTMB Physician Services	\$1,687.00	\$227.26	0.76%	\$227.26
UTMB Anesthesia	\$0.00	\$0.00	0.00%	\$0.00
UTMB In-Patient	\$0.00	\$0.00	0.00%	\$0.00
UTMB Outpatient	\$197.00	\$47.28	0.16%	\$47.28
UTMB Lab&Xray	\$2,458.00	\$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	\$425.00	\$425.00	\$0.01	\$425.00
Grace Nichols	\$170.00	\$170.00	0.57%	\$170.00
Penelope Butler	\$255.00	\$255.00	0.86%	\$255.00
Alliance Medical Supply (C-PAP)	\$0.00	\$0.00	0.00%	\$0.00
Grant Totals	\$66,109.87	\$29,734.64		\$29,734.64

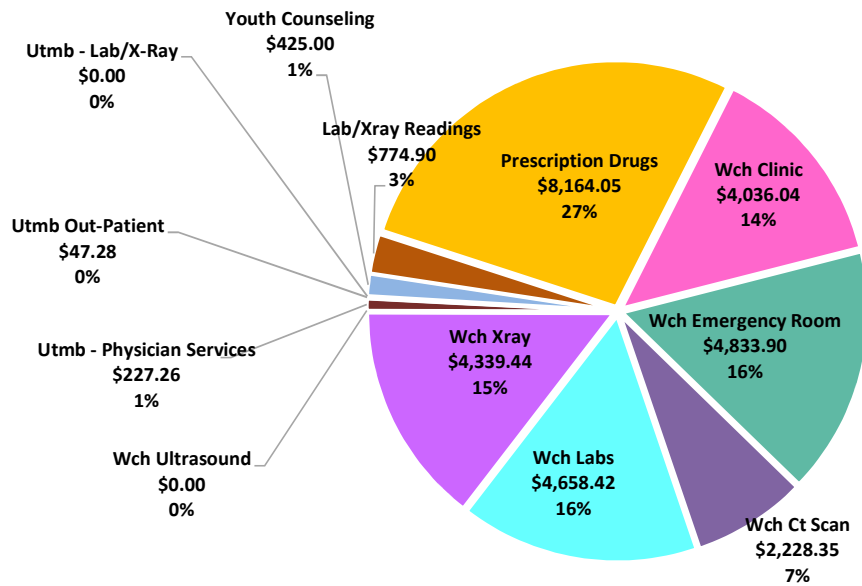
SUMMARY BY PROVIDER	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Pharmacy	\$47,604.92	\$39,000.06	19.92%	\$39,000.06
Brookshire Brothers Pharmacy Corp	\$36,073.36	\$32,173.18	16.43%	\$32,173.18
Wilcox Pharmacy	\$11,531.56	\$6,826.88	3.49%	\$6,826.88
WCH	\$264,295.57	\$108,129.05	55.23%	\$108,129.05
WCH Clinic	\$31,649.17	\$12,825.21	6.55%	\$12,825.21
WCH Observation	\$0.00	\$0.00	0.00%	\$0.00
WCH ER	\$82,870.00	\$33,976.70	17.35%	\$33,976.70
WCH Lab/Xray	\$16,615.40	\$6,812.31	3.48%	\$6,812.31
WCH CT Scan	\$27,611.00	\$11,320.51	5.78%	\$11,320.51
WCH Labs	\$52,371.00	\$21,472.11	10.97%	\$21,472.11
WCH Xray	\$40,636.00	\$16,660.76	8.51%	\$16,660.76
WCH Lab/Xray Reading	\$8,209.00	\$3,284.51	1.68%	\$3,284.51
WCH Inpatient	\$0.00	\$0.00	0.00%	\$0.00
WCH Physical Therapy	\$0.00	\$0.00	0.00%	\$0.00
WCH Ultrasound	\$4,334.00	\$1,776.94	0.91%	\$1,776.94
UTMB	\$199,441.41	\$45,286.80	23.13%	\$45,286.80
UTMB Physician Services	\$27,814.00	\$4,329.37	2.21%	\$4,329.37
UTMB Anesthesia	\$4,988.00	\$2,669.08	1.36%	\$2,669.08
UTMB In-Patient	\$34,675.23	\$12,829.83	6.55%	\$12,829.83
UTMB Outpatient	\$128,318.18	\$25,410.36	12.98%	\$25,410.36
UTMB Lab&Xray	\$3,646.00	\$48.16	0.02%	\$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	\$2,975.00	\$2,975.00	1.52%	\$2,975.00
Grace Nichols	\$1,615.00	\$1,615.00	0.82%	\$1,615.00
Penelope Butler	\$1,360.00	\$1,360.00	0.69%	\$1,360.00
Alliance Medical Supply (C-PAP)	\$400.00	\$400.00	0.20%	\$400.00
Grant Totals	\$514,716.90	\$195,790.91		\$195,790.91

WSHD Indigent Care Director Report May 2020 SOURCE CODE REPORT

Source Totals for Batch Dates 05/01/2020 through 05/31/2020 for All Vendors

Source Description	Amount Billed	Amount Paid	% of Total
02 Prescription Drugs	\$10,437.87	\$8,164.05	27.46%
21 Wch Clinic	\$9,844.00	\$4,036.04	13.57%
23 Wch Emergency Room	\$11,790.00	\$4,833.90	16.26%
24 Wch Ct Scan	\$5,435.00	\$2,228.35	7.49%
27 Wch Labs	\$11,362.00	\$4,658.42	15.67%
28 Wch Xray	\$10,584.00	\$4,339.44	14.59%
31 Wch Ultrasound	\$0.00	\$0.00	0.00%
31-1 Utmb - Physician Services	\$1,687.00	\$227.26	0.76%
34 Utmb Out-Patient	\$197.00	\$47.28	0.16%
38 Utmb - Lab/X-Ray	\$2,458.00	\$0.00	0.00%
39 Youth Counseling	\$425.00	\$425.00	1.43%
44 Lab/Xray Readings	\$1,890.00	\$774.90	2.61%
Expenditures/Reimbursements/Adjustments	\$66,109.87	\$29,734.64	0%
Grand Total	\$66,109.87	\$29,734.64	100%

Amount Paid by Source for May 2020
Total: \$30,431.94



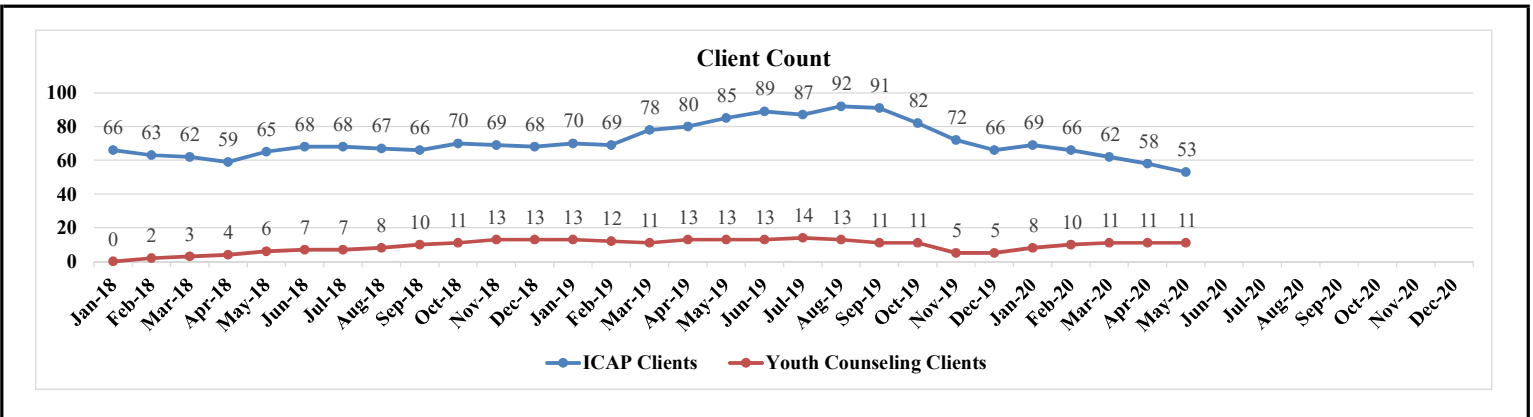
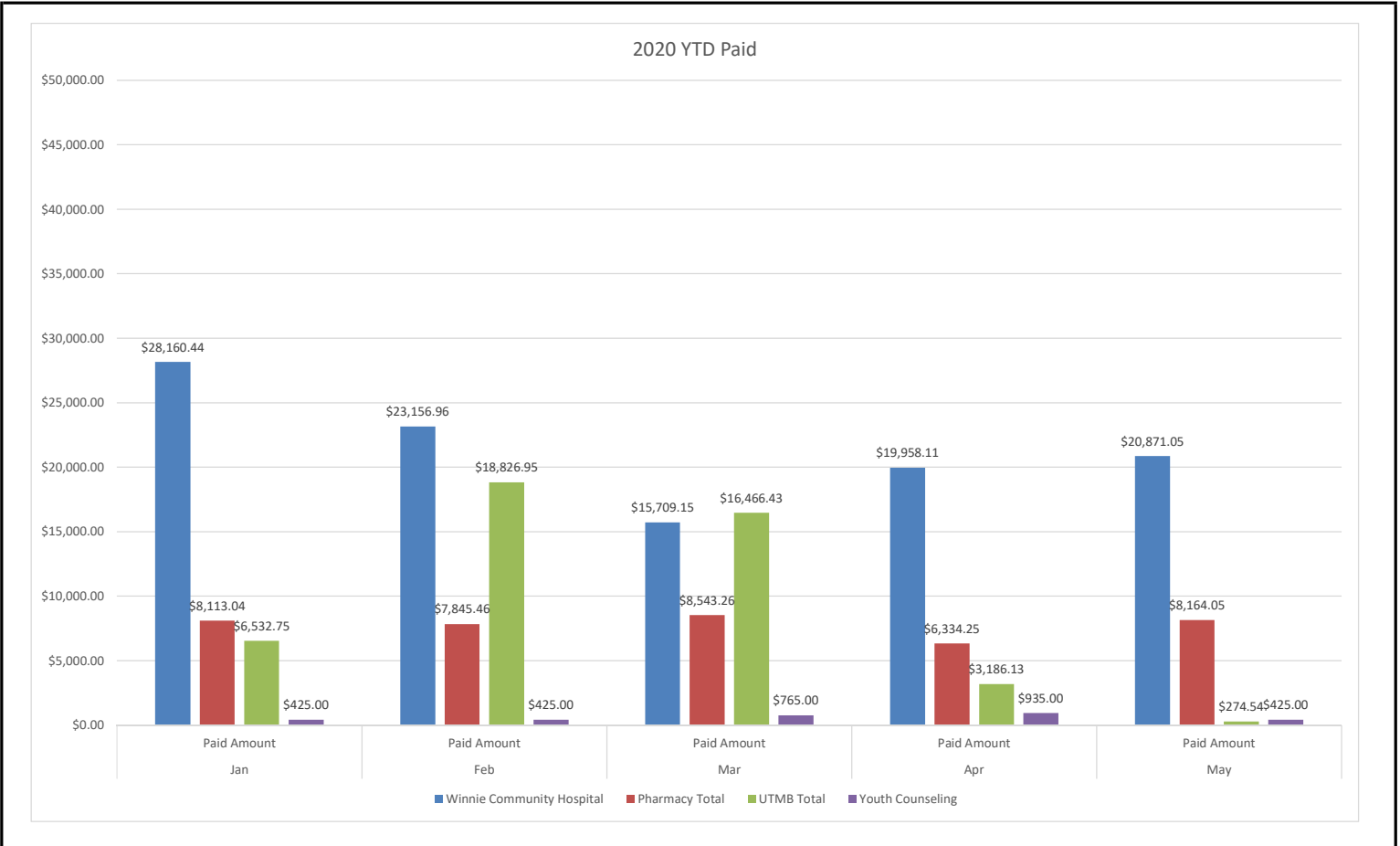


Exhibit “D”

Winnie-Stowell Hospital District			
Executive Summary of Nursing Home Monthly Site Visits			
May 2020			
Facility	Operator		Comments
Garrison Nursing and Rehabilitation	Caring		Census: 69. The facility had their annual survey in November 2019, their POC was accepted by the state. The state came into the facility in April for the infection control survey, the facility was not cited. There were no reportable incidents since the last visit. The facility has had a total of 34 COVID-19 cases between staff and residents. The facility has a wing dedicated as an isolation area; this has allowed them to contain the virus as best they can. The facility is now able to accept new residents, due to COVID-19 they had not been able to accept a new resident.
Park Manor of Quail Valley	HMG		Census: 72. The facility had their annual survey in January 2020, their POC was accepted by the state. There were no reportable incidents since the last visit. The facility has had a total of 101 staff and residents who have tested positive for COVID-19. The facility is conducting tests on residents every week, the staff is tested every two weeks.
Marshall Manor Nursing and Rehab Center	Caring		Census: 103. The facility is in their survey window. The facility had their infection control survey in May, they were not cited. There were no reportable incidents since the last visit. There were two residents and two staff that have tested positive for COVID-19, all four were isolated and have since tested negative.
Marshall Manor West	Caring		Census: 53. The facility had their annual survey in January 2020, they received two tags and they are awaiting acceptance of their POC. There were no reportable incidents since the last visit. The facility has had 71 staff and residents test positive for COVID-19. Due to the positive cases in the facility they are not able to take new residents. The facility has not been cited for a deficiency during any of the infection control surveys.

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: Josh Havins
DON: Teresa Westmoreland

FACILITY INFORMATION

Garrison Nursing and Rehabilitation is a 93 bed SNF in a rural area with a current census of 69. The facility currently has an overall star rating of 3 and a star rating in Quality Measures of 4.

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 there are 308 confirmed cases of COVID_19 in Nacogdoches County. Administrator reports facility has had 21 confirmed resident cases of COVID_19 and 13 COVID_19 positive employees. In the beginning, on 4/28/2020, 3 cases (2 residents and 1 staff) and believe the staff member may have been first case. Currently, there are 7 residents and 2 employees still testing positive. Administrator reports there were 3 resident deaths (all on hospice with comorbidities) and 11 recovered and 11 staff have now recovered. No residents were hospitalized and 2 employees were hospitalized. Of all the positive cases, 10 asymptomatic employees, 17 asymptomatic residents. Administrator reports they have identified an isolation area in hall 400 and it is set up and there is a team of staff dedicated (all volunteered) caring for the positive COVID_19 residents (nurses working 12 hour shifts). Staff are limited to only working at facility. Because building had planned ahead and only 3 direct care staff positive (2 CNA and one Med aide) they were able to staff during COVID_19 crisis. If needed, would be able to use staff with sister facilities. Facility on hold until today for accepting any new admissions. New admissions to be quarantined in private room for 14 days. One resident on dialysis is screened and given an N-95 mask before leaving and then screened again on return. Entire building, including staff (twice) and residents (3 times), were all tested right before it became mandatory. State came into building with each self-report and were very helpful during the crisis.

Administrator reported they are following CMS/CDC/state infection control guidelines for COVID-19. Housekeeping is cleaning facility daily as per guidelines, multiple times per day cleaning the high touch areas with disinfectant every hour. Facility is performing and documenting the screening of their employees and all required in-servicing of staff is being done on-going. Facility had their infection control survey the end of April, no deficiencies cited.

PPE supply is good. Regular supplier has started filling orders. All PPE is locked up in Administrator's office. Administrator reports the facility received PPE from SEA-TRAC and more recently the local Nacogdoches county team, especially gowns. Inventory of what is on hand/in stock, updated daily to ensure PAR level. All staff are wearing surgical masks over an N-95 mask. Residents all have a surgical mask to wear during direct care or if they come out of their room.

No visitors are permitted in building. Essential staff, including lab, x-ray, wound care physicians and hospice nurses, every 2 weeks and during end of life, are permitted in the building and only after screened and use of hand sanitizer and full PPE (provided by visitor). If hospice resident is in the active dying stage, only 2 family members could come in after they are screened, provided hand sanitizer and full PPE and would be escorted directly to and from the resident room with door closed. Staff temperature and screening and resident full set of vitals are taken and recorded twice per shift and as indicated. If temperature 99 or above they are not permitted entrance into the facility.

The Administrator reports meeting with staff daily for updates. For about 2 weeks, Administrator was running Maintenance and central supply. Morale in building is good. Provide lunch daily. Have drawings for gift cards. Administrator reports the staff have really "stepped up". The staff that are COVID_19 positive are all anxious to come back.

Administrator reported the residents are coping best as can be expected. Activity director providing hallway bingo, room to room visits (hand massages, word search). Also, residents planted tomatoes, out on patio blowing bubbles (all while socially distancing). Canopy set up for COVID_19 positive residents to go outside. Management staff are assigned a set of families to call and provide update on resident Monday, Wednesday and Friday. Also set up Facetime visits for residents using available Facebook portal. Also assisting family and resident with window visits.

QIPP SCORECARD:

Based on QIPP Scorecard for quarter Dec/Jan/Feb, Garrison Nursing and Rehabilitation:

- Component 1 - Met
- Component 2 - Met Metrics 1, 2, 3 and 4
- Component 3 - Met Metrics 1, 2 and 3
- Component 4 - Met Metrics 1, 2 and 3

SURVEY INFORMATION

Garrison Nursing Home and Rehabilitation had their full book on November 14, 2019. Facility had Infection Survey in April and passed with no deficiencies cited.

REPORTABLE INCIDENTS

Information not provided

CLINICAL TRENDING

Incidents/Falls:

Information was not provided

Infection Control:

Information was not provided

Weight loss:

Information was not provided

Pressure Ulcers:

Information was not provided

Restraints:

Information was not provided

Staffing:

Facility is fully staffed and also utilize telehealth with RNs and PAs each month.



Administrator: Bryan Orona

DON: Susan Joy

FACILITY INFORMATION

Park Manor of Quail Valley is a 125 -bed facility with a current over all star rating of 4. Given census on the date of this call was 72: Private Pay- 3, HMO- 10, Medicare- 26, Medicaid- 29 (2 pending), and Hospice -2.

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

The DON reported they have implemented their emergency plan and are following all the state/federal/local mandates. DON reports they have identified an isolation area in hall 200 and it is set up and in 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 1641 confirmed cases of COVID_19 in Fort Bend County. Staff are limited to only working at one facility. Corporate office is also contracted with a staffing agency if needed. Anyone on dialysis or anyone who goes out to essential physician visits or hospital is quarantined on in to a private room for 14 days. Facility reported COVID_19 positive resident on 3/30/2020 and then all residents and staff were tested. 33 staff tested positive 18 recovered with 2 negative results and back to work. Another 68 tested positive of the residents, 22 recovered with 2 negative tests and waiting for second tests on all the rest. 2 hospitalized for COVID_19 and 9 have died that were positive (one on a ventilator) and 3 were on hospice and all had other co-morbidities. Residents are being tested weekly based on s/s and staff being tested every 2 weeks or based on s/s. Facility is doing their own testing.

Qv-Administrator reported they are following CMS/CDC/state infection control guidelines for COVID-19. Housekeeping is cleaning facility daily as per guidelines, every 1 hour cleaning the high touch areas with disinfectant (document on log). Facility is performing and documenting the screening of their employees every shift and if step outside for break, screened again. All required in-servicing of staff is being done on-going and as mandated. State has been coming to facility weekly for infection control monitoring and no exit report to date, as it is continual.

All PPE is locked up in secure location. DON reports adequate supply of PPE (always have at least 1 week supply on hand and some items 2-3wks supply), inventory is done every day. Regular orders from vendor coming in and corporate office providing from their stock as needed. DON reports the facility is receiving PPE from SEA-TRAC.

No visitors are permitted in building. Essential staff, including hospice nurses, only if during end of life, are permitted in the building and only after screened and use of hand sanitizer and given a mask, gown, gloves and face shield. 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.

The DON reports for Nurse's Week last week had a luau with music and social distancing observed, Vendors also provided food and snacks and special masks for when staff are not at work. This week providing sno-cones.

Administrator reported the residents are coping well. The activity director is providing activities one on one, coloring in room, fun snacks, etc. and music through intercom. Talking with corporate office about what they can do for outside activities. Facility has I-pads available to residents for Facetime with families. Admissions and marketing team call families regularly and have emails from families if needed.

SURVEY INFORMATION

Park Manor of Quail Valley had their full book survey in January of 2020. Park Manor of Quail Valley received minimal health and fire/safety code violations and all were cleared.

REPORTABLE INCIDENTS

Did not provide information

CLINICAL TRENDING

Incidents/Falls:

In Dec/Jan/Feb 2020, Park Manor of Quail Valley had 50 total falls, of which 1 resulted in injury, 2 received skin tears, 2 had bruises, 0 lacerations, 0 elopements, 0 fractures.

Infection Control:

Facility reports 53 total infections in **Dec/Jan/Feb 2020**– 22 UTI's; 15 Resp; 11 wound infections; 3 Blood infections and 2 EENT infections.

Weight loss:

Weight loss information for **Dec/Jan/Feb 2020** was not provided for 5-10% or > 10% loss in 30 days.



Pressure Ulcers:

In Dec/Jan/Feb 2020, there were 21 residents with 35 pressure ulcer sites – 8 acquired in house.

Restraints:

In Dec/Jan/Feb 2020, the facility had 0 residents with restraints.

Staffing:

Facility has openings for (4) LVNs & (4) CNAs for 6a-2p & 2p-10p and (2) LVNs & 2 CNAs for 10p-6a; (1) housekeeper for 2p-10p.

Quality Indicators - CASPER Report				
Indicator	Facility	State	National	Comments
New Psychoactive Med Use (S)	% not provided	2%	1.9%	
Fall w/Major Injury (L)	% not provided	3.1%	3.5%	
UTI (L)	% not provided	2%	2.6%	
High risk with pressure ulcers (L)	7.1%	8.1%	8.1%	
Loss of Bowel/Bladder Control(L)	64.5%	51.7%	48.4%	MDS coding requirement of counting even if only 1 in 7 days skews measure & staff are reviewing for other opportunities of improvement.
Catheter(L)	% not provided	2%	2%	
Physical restraint(L)	0%	0.1%	0.2%	
Increased ADL Assistance(L)	15.9%	17.7%	15.1%	
Excessive Weight Loss(L)	2.6%	4.9%	5.1%	



Depressive symptoms(L)	0%	3.9%	6.2%	
Antipsychotic medication (L)	2.6%	12%	14.1%	

Component 1- Quarter 2, 2020

Indicator	QAPI Mtg Date	PIP's Implemented (Name specific PIP's)
QAPI Meeting	12/10/2019, 01/14/2020, 02/11/2020	

Component 2 – Quarter 2, 2020

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

QIPP Component 3 – CMS Long-Stay Quality Metrics – Quarter 2, 2020

Indicator	National Benchmark (Target)	Facility Baseline	Facility Results QRT 2	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	7.35%	7.47%	7.1%	met
Percent of residents who received an anti-psychotic medication	14.56%	7.29%	2.6%	Met
Percent of residents whose ability to move independently has worsened	17.72%	17.87%	15.95	Met

QIPP Component 4 – CMS Long-Stay Quality Metrics Quarter 2, 2020

Indicator	National Benchmark	Facility Baseline	Facility Results QRT 2	Comments
Percent of residents with urinary tract infections	2.80%	1.10%	0%	Met
Percent of residents whose pneumococcal vaccine is up to date.	93.67%	93.67%	67%	Not met (many had in hospital and could not get from their records and others the family could not remember).

<p>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.</p>				<p>Infection Control Policy is reviewed as mandated and needed.</p> <p>Antibiotic Stewardship Program is reviewed and is in place with all components per administrator's statement.</p> <p>ADON is Infection Preventionist</p>
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Administrator: Linda Benson
DON: Rashonda Galey

FACILITY INFORMATION

Marshall Manor Nursing and Rehab is a 169-bed facility with a current over all star rating of 2 and a Quality Measures rating of 5. The census on the date of this call was 103,

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 there are 261 confirmed cases of COVID_19 in Harrison County. Administrator reports they have identified an isolation area upstairs on D-wing and it is set up and ready and there is a team of staff designated and ready should they be needed. Staff are limited to only working at facility except for one CNA who also works at the hospital (no COVID_19 pts). If needed, would be able to use staff with sister facilities. New admissions to be tested before they are admitted and quarantined in private room for 14 days. Resident on dialysis or out for essential visits are screened and given an surgical mask before leaving and then screened again on return and are currently in private rooms, isolated. Entire building, including staff all tested by National Guard and Emergency Management through RAC-G. All but 2 tested negative and the 2 staff who tested positive, were then quarantined and now test negative and are scheduled to come back to work.

Administrator reported they are following CMS/CDC/state infection control guidelines for COVID-19. Housekeeping is cleaning facility daily as per guidelines, multiple times per day cleaning the high touch areas with disinfectant 2x per day with cake wipes (create their own with bleach). Facility is performing and documenting the screening of their employees and all required in-servicing of staff is being done on-going. Facility had their infection control survey in May, no deficiencies cited.

PPE supply is good. Regular supplier has started filling orders. All PPE is locked up in Administrator's office. Administrator reports the facility receives PPE from RAC-G every week and 2 orders from FEMA. Inventory of what is on hand/in stock, updated weekly to ensure PAR level. All staff are wearing surgical masks. Residents all have a cloth mask to wear during direct care or if they come out of their room.

No visitors are permitted in building. If temperature 100.1 or above they are not permitted entrance into the facility. Essential staff, including lab, x-ray, life safety, (all tested with facility and are negative) medical director (tested negative) and 1 hospice nurse (who tested negative & has not been in a COVID_19 positive building), every week and during end of life, 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 2 family members could come in after they are screened, provided hand

sanitizer and mask and would be escorted directly to and from the resident room with door closed. One resident had family (nurse) come to visit as they were very upset and after visit resident placed on hospice. Staff temperature and screening prior to their shift and before they leave and resident full set of vitals are taken and recorded once per shift and as indicated.

The Administrator reports meeting with staff regularly for updates. Morale in building is good. Gift cards provided, especially if they work extra. Staff (and residents) are given treats (sno-cones, coke floats, cookies, etc.) three times a day, providing some meals. Staff to be provided hazard pay if work on the isolation unit. Celebrated National Nurses week in May with a balloon lift off and Mayor was present and gave proclamation.

Administrator reported the residents are coping best as can be expected. Activity director providing room to room visits with different activities, including in room gardening. Talking about doing bingo, taking turns for each hallway. Some residents go outside with a staff member, all 6 ft. apart and therapy is also walking some residents outside. Management staff are assigned a set of families to call and provide update on resident every Friday. Also post on Facebook and assist with Facetime visits for residents. Also assisting family and resident with window visits. Had a parking lot parade last month and a singing group performed outside while socially distancing.

QIPP SCORECARD:

Based on QIPP Scorecard for quarter Dec/Jan/Feb, Marshall Manor and Nursing Rehab Center:

- Component 1 - Met
- Component 2 - Met Metrics 1, 2, 3 and 4
- Component 3 - Met Metrics 1, 2, and 3
- Component 4 - Met Metrics 1, 2 and 3

SURVEY INFORMATION

Marshall Manor Nursing and Rehab Center survey window opened up in May. Current surveys during COVID_19 are on hold but facility did have their infection control survey in May with no deficiencies.

REPORTABLE INCIDENTS

Information not provided

CLINICAL TRENDING

Incidents/Falls:

Facility information not given

Infection Control:



Facility information not given

Weight loss:

Facility information not given

Pressure Ulcers:

Facility information not given

Restraints:

Facility information not given

Staffing:

Facility is currently fully staffed.

Administrator: Ken Kale
DON: Lakeisha Owens

FACILITY INFORMATION

Marshall Manor West is a 115-bed facility with a current over all star rating of 4 and a Quality Measures rating of 3. The census on the date of this call was 53, breakdown not provided.

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 there are 259 confirmed cases of COVID_19 in Harrison County. Administrator reports the facility has had 50 residents test positive for COVID_19 and 21 employees with confirmed positive cases. At least half of the positive residents were asymptomatic and about 20% of staff were asymptomatic. 7 of the positive residents passed away (3 were on hospice). Administrator reports they have identified an isolation area in the secure unit is set up with a dedicated team of staff working the unit (started with 12 hour shifts but now back to 8 hour shifts). Currently there are 14 residents on the COVID_19 unit. Staff are limited to only working at the facility. Facility used a surge team from San Antonio for 2.5 weeks and a sister facility from Austin for 3 weeks. Currently facility can only take COVID_19 positive admissions but they have had no new admissions since 4/21/2020. Anyone on dialysis or anyone who goes out to essential physician visits are screened and given a mask before they leave and then screened again on return and quarantined in a private room. At end of April, all residents and staff were tested. Everyone that tested negative the first time have now been retested twice, per state health department guidance. 29 of all who tested positive have recovered.

Administrator reported they are following CMS/CDC/state infection control guidelines for COVID-19. Housekeeping is cleaning facility daily as per guidelines, multiple times per day cleaning the high touch areas with disinfectant every hour. Added night shift housekeeper for the COVID_19 positive unit. Facility is performing and documenting the screening of their employees and all required in-servicing of staff is being done on-going. Facility had their infection control survey in April, no deficiencies cited.

All PPE is locked up in secure location. Regular orders are now coming in. Administrator reports the facility received PPE from RAC-G 2-3 times per week during crisis and now only once per week. Inventory of what is on hand/in stock, updated daily during height of outbreak and now done weekly to ensure PAR level. Residents have a surgical masks to wear during direct care or when they are out of their room. 100% of staff are wearing N-95 masks (all fit tested).

No visitors are permitted in building. Essential staff, including lab, x-ray, physicians, NPs (doing testing on COVID unit) and hospice nurses (for crisis management only) during end of life, are

permitted in the building and only after screened and use of hand sanitizer and full PPE (provided by visitor). If hospice resident is in the active dying stage, only 1 family members could come in after they are screened, provided hand sanitizer, standard PPE for negative residents and full PPE if on COVID_19 unit and would be escorted directly to and from the resident room with door closed. Staff temperature and screening done prior to shift and every 4 hours and resident full set of vitals are taken and recorded once per shift and as indicated. If temperature 100 or above they are not permitted entrance into the facility. If temp is over 98.6, they are asked to re-do temperature within 5 minutes.

The Administrator reports meeting with staff daily one on one (no group meetings). Several of the resident's families have donated items and meals. Hazard pay given to all staff. Providing gift cards. Unable to celebrate Nurse's Week but have it planned for next month.

Administrator reported the residents are coping fairly well. Activity director providing hallway bingo, room to room visits from a very well stocked cart. Some residents take advantage of controlled opportunities to sit outside (maintaining social distancing based on marks 6 ft apart). Management staff are assigned a set of families to call and provide update on residents daily for the last month and also assisting family and resident with window visits. Facility had several churches come and wave and pray and donate items for staff and residents.

QIPP SCORECARD:

Based on QIPP Scorecard for quarter Dec/Jan/Feb, Marshall Manor West:

- Component 1 - Met
- Component 2 - Met Metrics 1, 2, 3 and 4
- Component 3 - Met Metrics 1, 2 and 3
- Component 4 - Met Metrics 1, 2 and 3

SURVEY INFORMATION

The facility's annual full book survey with federal oversight was conducted on 1/16/2020 in which they received 2 tags and are awaiting acceptance of their POC.

REPORTABLE INCIDENTS

Information not provided.

CLINICAL TRENDING

Incidents/Falls:

Facility information not given.

Infection Control:

Facility information not given.

Weight loss:

Facility information not given.

Pressure Ulcers:

Facility information not given.

Restraints:

Facility information not given.

Staffing:

Facility in need of several staff members due to COVID_19 positive staff members.

Exhibit “E”

2019

Census	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Average	Texas Average
ER Visits	240	183	202	206	198	215	226	202	185	105	127	185	190	
Conversion to Inpatient/observation	20	15	10	10	9	10	9	17	4	0	1	9	10	
<i>Percentage</i>	8%	8%	5%	5%	5%	5%	4%	8%	2%	0%	1%	5%	5%	
Transferred out	16	12	15	11	11	12	10	10	10	0	2	6	10	
<i>Percentage</i>	7%	7%	7%	5%	6%	6%	4%	5%	5%	0%	2%	3%	5%	
ER shifts covered by doctors	55%	61%	63%	78%	92%	77%	74%	76%	100%	100%	93%	74%	79%	
Average Inpatient days per day	1.68	2.71	1.61	2.33	1.90	1.37	3.32	3.29	2.33	0.00	0.03	2.35	1.91	1.63
CTs	52	35	45	57	46	63	74	79	25	0	5	26	42	
Xrays	257	266	244	239	250	218	294	314	149	0	19	192	204	
Ultrasounds	18	33	28	28	28	23	45	43	18	0	0	16	23	
Encounters - Adult Clinic	673	643	618	635	616	525	557	617	469	483	494	585	576	
Encounters - Pediatric Clinic	334	346	320	341	287	217	235	250	236	154	250	423	283	
Behavioral Health patients	74	76	73	75	75	69	63	60	56	0	19	44	57	
Physical Therapy	8	3	4	6	5	7	9	7	8	0	2	2	5	

2020

Census	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Average	Texas Average
ER Visits	187	178	193	147	162								173	
Conversion to Inpatient/observation	9	14	17	14	10								13	
<i>Percentage</i>	5%	8%	9%	10%	6%								7%	
Transferred out	8	14	7	13	16								12	
<i>Percentage</i>	4%	8%	4%	9%	10%								7%	
ER shifts covered by doctors	80%	82%	87%	72%	57%								76%	
Average Inpatient days per day	2.68	3.28	2.23	2.13	2.42								2.55	1.63
CTs	56	71	59	39	56								56	
Xrays	270	268	185	160	200								217	
Ultrasounds	20	20	14	8	5								13	
Encounters - Adult Clinic	638	598	592	349	360								507	
Encounters - Pediatric Clinic	274	306	221	69	95								193	
Behavioral Health patients	45	44	39	0	0								26	
Physical Therapy	0	1	2	0	1								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 “F”

AGREEMENT

Between WINNIE STOWELL HOSPITAL DISTRICT
and

[CORPORATE NAME OF PHARMACY]

For

PHARMACY BENEFIT SERVICES

For

Winnie Stowell Hospital District (“WSHD”) Indigent Care Assistance Program (“ICAP”)

Contract Period – January 1, 20 - December 31, 20

INDEX

DRAFT

AGREEMENT

Between WINNIE STOWELL HOSPITAL DISTRICT
and

[CORPORATE NAME OF PHARMACY]

This is an Agreement made and entered into by and between Winnie Stowell Hospital District, a political subdivision of the State of Texas, hereinafter referred to as "DISTRICT," and [Corporate Name of PHARMACY], a _____ corporation [please note: if PHARMACY is not a Texas corporation, then PHARMACY must be licensed to conduct business in Texas], its successors and assigns, hereinafter referred to as "PHARMACY."

WHEREAS, DISTRICT self-funds its pharmacy benefits for its clients participating in the District's Indigent Care Assistance Program ("ICAP"); and

WHEREAS, DISTRICT seeks to partner with an entity that can provide pharmacy benefits in a cost-effective manner; and

WHEREAS, PHARMACY, as licensed pharmacists located with the boundaries of the District was selected to partner with DISTRICT to provide such pharmacy benefits;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, DISTRICT and PHARMACY agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 Agreement – Means this document, the Agreement for Pharmacy Benefit Services Agreement, Articles 1 through 11, inclusive. Other terms and conditions are included in the Exhibits and documents that are expressly incorporated by reference.
- 1.2 Benefit Plan or Plan – Means the prescription drug Benefit Plan(s) sponsored or administered by DISTRICT that provides prescription drug benefits to residents enrolled in the DISTRICT'S ICAP program. (See **Exhibit "A"**). The DISTRICT acknowledges that it has the sole authority to control and administer the Plan. Nothing in this Agreement shall be construed or deemed to confer upon PHARMACY any responsibility for or control

over the terms or validity of the Plan.

- 1.3 Board – The Winnie Stowell Hospital District Board of Directors
- 1.4 Brand Name – A drug’s Brand Name is the name that appears in advertising. This name is protected by a patent so that only one company can produce it for seventeen (17) years. After the patent expires other companies may manufacture a “generic” that’s just like the Brand Name drug and that follows FDA rules for safety.
- 1.5 Certificates of Insurance – Means a document used to provide information on specific insurance coverage. The certificate provides verification of the insurance and usually contains information on types and limits of coverage, insurance company, policy number, named insured, and the policies' effective periods.
- 1.6 Contract Administrator – The DISTRICT’S Indigent Care Director shall be the Contract Administrator. The primary responsibilities of the Contract Administrator are to coordinate and communicate with PHARMACY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.7 Contracted Provider – Healthcare providers contracted with the DISTRICT to treat Participants in the District’s ICAP Program. Current Contract Providers are Winnie Community Hospital and University of Texas Medical Branch, Galveston. In the event a Contracted Provider is added or removed, the DISTRICT will give written notice to the PHARMACY.
- 1.8 Dispensing Fee – \$8.00 per prescription fee to compensate PHARMACY for transferring the drugs from the PHARMACY to the patient.
- 1.9 DISTRICT – Winnie Stowell Hospital District, a body corporate and politic pursuant to Article IX, § 9, of the Texas Constitution and Chapter 285 and 286 of the Texas Health and Safety Code.
- 1.10 Formulary – Means a list of prescription medications that are on the Preferred Drug List set forth in the Agreement. Pursuant to Section 61.006 of the Texas Health and Safety Code, the DISTRICT’S Formulary is the same as the Formulary used by the Texas Health and Human Services Commissions (“HHSC”) rules relating to the Temporary Assistance

for Needy Families-Medicaid. This Formulary is set forth in the Texas Vendor Drug Program Formulary-Search which can be found at: www.txvendordrug.com/formulary/formulary-search. The Formulary may be modified from time to time as a result of: 1) a new therapeutic agents becomes available; 2) if a drug is withdrawn from the market; 3) if a generic becomes available.

- 1.11 Generic Drugs – are the FDA-approved counterparts to Brand Name drugs. These are prescription drugs, whether identified by its chemical, proprietary, or non-proprietary name, which are classified as a generic for pricing and/or discount guarantees according to the guidelines published under ANDA (abbreviated new drug application) guidance from 42 CFR Section 423.4. They are safe, effective, and less expensive equivalents of the Brand Name drugs.
- 1.12 HIPAA – The Health Insurance Portability and Accountability Act of 1996, as amended and the corresponding regulations thereof.
- 1.13 Identification Card or “ID Card” – is a printed identification card identifying the covered Participant, as defined herein, and clarifying the prescription drug benefits to which the Participant is entitled. The ID card will also display the applicable DISTRICT logo and contact information identifying the fact that DISTRICT is the provider of prescription drug benefit services.
- 1.14 Medically Necessary or Medical Necessity – Is established when the prescription drug(s) that a physician, exercising prudent clinical judgment, would provide to a patient is for the purpose of preventing or treating an illness, injury, disease or its symptoms, and that is (1) in accordance with generally accepted standards of medical practice; (2) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient’s illness, injury or disease; and (3) not primarily for the convenience of the patient, physician, or other health care provider, and not more costly than an alternative drug, service or sequence of services which are at least as likely to produce equivalent therapeutic results as to the treatment of that patient’s illness, injury or disease. For these purposes, “generally accepted standards of medical practice” shall mean the standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, physician specialty society recommendations and the view of physicians practicing in relevant clinical areas and any other relevant factors, along with any other materials or compendia required by law or accreditation standard.
- 1.15 Participant – Means a resident of the District enrolled in the DISTRICT’s Indigent Care Assistance Program.

- 1.16 Participating Pharmacy – Means any licensed retail pharmacy within the boundaries of the District that has executed an Agreement to provide Preferred Drugs to Participants.
- 1.17 Pass Thru Transparency Pricing – Means retrospective rebates, discounts, and any other revenues which are paid directly to PHARMACY from various sources that are attributable to Participant as a result of this Agreement, shall be paid to DISTRICT. These sources include, but are not limited to, access rebates, market share rebates, administrative fees, data aggregation fees, discounts, disease management fees, Preferred Drug List, grants, and compliance and adherence revenues paid directly or indirectly by third parties including, but not limited, to pharmaceutical manufacturers. PHARMACY does not include differentials and/or spread pricing in their calculations regarding this contract.
- 1.18 PHARMACY – Licensed Pharmacist located within the boundaries of the District that has entered into an Agreement for Pharmacy Benefit Services.
- 1.19 Preferred Brand Name Drugs – Means those Brand Name prescription drugs for which generic equivalents are not available.
- 1.20 Preferred Drug List – Means the prescription drugs, or DME, including Generic drugs and Preferred Brand Name drugs for which generic equivalents are not available. Preferred Brand Name Drugs require prior authorization.
- 1.21 Prescription Drug Claim – Means a submitted claim for payment to the DISTRICT by PHARMACY because of dispensing Formulary Drugs to Participant in the District's ICAP.
- 1.22 Preferred Durable Medical Equipment (“DME”) – Means medical equipment which is medically necessary to treat or maintain a Medically Necessary medical condition. It is used in the home to aid in a better quality of living. DME requires prior authorization; must be the least expensive available; and includes, but is not limited to:
- 1.22.1 Diabetic Self-Testing Supplies
 - Blood sugar or glucose testing monitors;
 - Test Strips for testing monitors;
 - Lancet devices and lancets;
 - 1.22.2 Medical supplies to administer insulin including syringes/needles;
 - 1.22.3 Braces – neck, knee, wrist, arm, or back;
 - 1.22.4 Splints – leg, foot, wrist, arm;
 - 1.22.5 Canes;
 - 1.22.6 Crutches;

- 1.22.7 Compression Garments – leg, arm; an
- 1.22.8 Continuous positive airway pressure (CPAP) devices.
- 1.23 Prior Authorization – Means a request from the medical provider for DISTRICT's ICAP Benefit Plan to pay for a drug that is a Brand Name drug, and is listed on the Formulary as a Preferred Brand Name Drug. Prior Authorizations are also required for all prescriptions for Durable Medical Equipment. The provider must submit the prior authorization request to DISTRICT Contract Administrator for approval before the drug or DME item can be dispensed.
- 1.24 Rebate – Means any discounts or fees of any kind which are paid to PHARMACY from pharmaceutical manufacturers under a rebate contract that results from prescription utilization by Members.
- 1.25 Vendor Drug Program – Program administrated by the Texas Health and Human Services Commission that provides a uniform formulary's for Statewide Assistance Programs. *See <https://www.txvendordrug.com/formulary/formulary-search>.*
- 1.26 Wholesale Acquisition Cost – The pharmaceutical drug manufacturer's list price for the drug charged to wholesalers or direct purchasers in the United States, as reported in wholesale price guides or other publications of drug pricing data. The cost does not include any rebates, prompt pay or other discounts, or other reductions in price.

ARTICLE 2 ICAP PRESCRIPTION DRUG PROGRAM

- 2.1 Unless otherwise instructed by Contract Administrator, all prescriptions submitted must be Medically Necessary, written by a DISTRICT's Contracted Provider, dated within the Participant's current ICAP eligibility period, and in accordance with the District's Indigent Care Assistance Program. (*See Exhibit "A"*).
- 2.2 WSHD prescription drug program includes a minimum of three (3) prescriptions per month, regardless of the price of the medication, excluding experimental or cancer medications. In the alternative, if a Participant of the ICAP program has more than three (3) prescriptions and the cost of the three (3) prescriptions is less than \$150.00, the DISTRICT will pay up to a total of \$150.00 for the patient's medications.
- Example: If a Client has six (6) prescriptions that need to be filled each month and three prescriptions cost \$25.00 each (or \$75.00 total), the patient will have \$75.00 left over each month to use on their other three prescriptions.
- 2.3 The quantity of drugs prescribed depends on the prescribing practice of the provider and

the needs of the Participant. However, each prescription is limited to a thirty (30) day supply.

- 2.4 New and refilled medications count equally toward the three (3) medications per month total. Drugs must be prescribed by a physician or other practitioner who is a DISTRICT Contracted Provider and within the scope of their practice under law.

ARTICLE 3 SCOPE OF SERVICES

- 3.1 PHARMACY agrees to provide licensed pharmaceutical services to residents of the DISTRICT participating in the Indigent Care Assistance Program.

- 3.2 The PHARMACY shall offer on-site staffing during the following hours:

Date	Open/Closed
Monday-Friday	
Saturday	
Sunday	Closed
Public Holidays	Closed

- 3.3 Additionally, the PHARMACY shall be responsible for the following:

- 3.3.1 Filling prescriptions timely, efficiently, and accurately;
- 3.3.2 Submit invoices timely and accurately;
- 3.3.3 Ensure that pricing is accurate and most cost effective;
- 3.3.4 Resolve billing disputes timely and fairly;
- 3.3.5 Provide consultation to patients regarding proper use of prescribed medications
- 3.3.6 Enact and enforce an approved quality assurance program;
- 3.3.7 Partner with the DISTRICT to develop, review, and implement approved policies and procedures regarding PHARMACY performance in fulfilling obligations in accordance with this agreement; and
- 3.3.8 Maintain an accurate database of patient and medication information in compliance with State and Federal standards

- 3.4 The Parties agree that the scope of services is a description of PHARMACY's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by PHARMACY impractical, illogical, or unconscionable.

- 3.5 PHARMACY acknowledges and agrees that the PHARMACY has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be

provided under this Agreement.

ARTICLE 4 PHARMACY REPRESENTATIONS AND WARRANTIES

PHARMACY warrants and guarantees unto DISTRICT the following:

- 4.1 Neither PHARMACY nor any officer, stockholder, director, or employee of PHARMACY, nor any affiliate of PHARMACY is subject to any present or past litigation or administrative proceeding of or before any court or administrative body which would have a materially adverse effect on PHARMACY, or its ability to discharge its responsibilities under this Agreement, or which would impair the ability of PHARMACY to act as a fiduciary, nor, to its knowledge, is any such litigation or proceeding presently threatened against any of them or their property.
- 4.2 PHARMACY is presently in compliance with all existing laws and regulations, a violation of which would or could materially adversely affect PHARMACY's operations or would or could materially adversely affect its ability to fulfill its obligations and undertakings set forth in this Agreement.
- 4.3 PHARMACY is in good standing with the State of Texas and all departments and agencies thereof and is appropriately licensed under the laws of the State of Texas to perform all obligations imposed upon PHARMACY under this Agreement. PHARMACY warrants and guarantees that it is properly licensed and authorized to do business in Winnie Stowell Hospital District as required by the laws of the State of Texas, and the administrative rules and regulations.
- 4.4 PHARMACY has and shall maintain the capability to adequately carry out the record keeping and reporting requirements of the DISTRICT, including access to the necessary computer and data retention equipment needed to provide such record keeping and reporting.
- 4.5 The officer who signs this Agreement on PHARMACY's behalf, his or her name and signature appearing on the signature page corresponding to PHARMACY hereto, has full power and authority to execute this Agreement, and such officer's execution and PHARMACY's performance of the Agreement is a valid and binding obligation of PHARMACY which does not conflict with PHARMACY's respective articles of incorporation, by-laws, or any other Agreements to which PHARMACY is bound.
- 4.6 All records, accounts and information therein regarding the PHARMACY benefits received by the District's Participants in the ICAP shall be the property of DISTRICT and

PHARMACY shall not sell, provide, or in any way disseminate such information without the prior written consent of DISTRICT.

ARTICLE 5 TERM OF AGREEMENT

- 5.1 **TERM:** This Agreement shall commence on _____ __, 2020 and terminate on December 31, 20__, unless termination occurs earlier pursuant to the terms of this Agreement. However, if the term of this Agreement extends beyond a single fiscal year of DISTRICT, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds.
- 5.2 **RENEWAL:** DISTRICT has the option to renew this Agreement annually. If either party intends to enter into negotiations to amend this Agreement or to terminate the Agreement that Party must give notice of its intent to do so at least ninety (90) days prior to the expiration of the initial term of this Agreement and any renewal term thereof.
- 5.3 **EXTENSION:** Notwithstanding the above, DISTRICT shall have the right, by and through its Contract Administrator and at his/her sole discretion, to extend the term of this Agreement on a month to month basis, for a maximum of six (6) months on the same benefits and pricing terms as existed during the preceding term (“Extension Term”), due to ongoing negotiations and/or to allow time for transition to a new PHARMACY and/or Pharmacy Benefit Program. However, if either party proposes any changes to the terms and conditions of the Agreement which would become effective during the Extension Term, the decision to extend the Agreement shall be subject to District’s approval.

ARTICLE 6 COMPENSATION

- 6.1 **FEES:** Fees for the services provided shall not be greater than 110% of the Formulary plus \$8.00 Dispensing Fee. Parties also agree to the following:
- 6.1.1 In the event that the NDC number for a covered prescription drug is not found in the HHSC Formulary search, PHARMACY agrees to accept a comparable HHSC Formulary Retail Price for the same drug having a verifiable NDC number, or provide supporting documentation for the PHARMACY claimed WAC.
- 6.1.2 In the event that the NDC number for a covered Durable Medical Equipment (DME) item is not found in the HHSC Formulary search, PHARMACY agrees to accept a comparable HHSC Formulary Retail Price for the same item, which will be determined by the full item description, the manufacture’s name, and the item ID#, or PHARMACY can provide supporting documentation for the claimed WAC.

6.2 METHOD OF DISPERSEMENT, BILLING AND PAYMENT

6.2.1 DISPERSEMENT:

6.2.1.1 PHARMACY must verify the eligibility of the Participant by 1) verifying drug recipient has a Participant's Plan ID card; and 2) by verifying the Participant's name appears on the Active Participant List which the Contract Administrator will provide to the Pharmacy on the 1st day of each month, and updated as needed. If the Participant has an ID card, but their name is not on the Active Participant List, PHARMACY must contact the Contract Administrator to verify the Participant's eligibility.

6.2.1.2 PHARMACY must utilize Generic drugs instead of Brand Name drugs whenever possible, unless Prior Authorization is obtained for a Brand Name drug, confirm that the submitted prescription was Medically Necessary, written by a DISTRICT's Contracted Provider, dated within the Participant's current ICAP eligibility period, and in accordance with the District's Indigent Care Assistance Program.

6.2.1.3 PHARMACY must confirm the submitted prescription:

- is on the approved Formulary;
- is not a Formulary Exclusion; and
- has the required Prior Approval when applicable

6.2.2 BILLING:

6.2.2.1 On or before tenth (10th) day of the month, the PHARMACY shall submit its Prescription Drug Claims for the prescription drugs and/or DME dispensed for the prior month in the form of an Excel spreadsheet as set forth in **Exhibit "B"** simultaneously with a copy of the prescription label for dispensed drugs and/or DME items as supporting documentation for the invoice. (See **Exhibit "C"** for acceptable invoices and labels). The spreadsheet must be submitted via email in Excel form. The labels may be submitted via email, US postal mail, hand-delivered to the DISTRICT's office, or to DISTRICT Contract Administrator.

6.2.2.2 Itemized prices for each Prescription Drug Claim submitted for payment shall be the amount set forth in Section 6.1 of this Agreement.

6.2.3 PAYMENT METHOD: DISTRICT agrees to pay PHARMACY within five (5) calendar days after the date of DISTRICT's regular monthly Board meeting which is scheduled for the third Wednesday of each month at 6:00 p.m. To be deemed valid and payable, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form pursuant to **Exhibit "D"** attached

hereto and incorporated entitled “Sample Invoice.” Payment may be withheld for failure of PHARMACY to comply with a term, condition, or requirement of this Agreement.

6.2.4 WITHHOLDING PAYMENT: Notwithstanding any provision of this Agreement to the contrary, DISTRICT may withhold, in whole or in part, payment to the extent necessary if there is a dispute or an issue with a prescription included in the invoice.

6.3 PRIOR AUTHORIZATION: Prior authorization is required before prescriptions can be dispensed for the following:

6.3.1 Preferred Brand Name drugs;

6.3.1.1 Preferred Brand Name Drug is the only option - When there is no generic or other medication available that would be less expensive, then contact the DISTRICT for Prior Authorization, and fill the prescription with the prescribed medication.

6.3.1.2 Preferred Brand Name Drug with other options - When there are other generic/brand name medications available that would be less expensive, obtain agreement from the prescribing Contracted Provider to fill the prescription with an alternate generic/brand name medication. If the alternate less expensive medication is a Brand Name Drug, notify the DISTRICT (me) for Prior Approval.

6.3.1.3 Preferred Brand Name Drug with generic available - Fill the prescription with the generic, or obtain documentation from the prescribing Contracted Provider that the brand name drug is medically necessary, and contact the DISTRICT (me) for Prior Approval to fill the prescription with the brand name drug.

6.3.2 Non-Preferred Brand Name drugs; and

6.3.3 Preferred DMEs.

6.4 PRIOR AUTHORIZATION PROCESS:

6.4.1 DRUGS: When a submitted drug prescription requires Prior Authorization, PHARMACY will use its best efforts to:

- 6.4.1.1 Notify Contracted Provider that DISTRICT requires the Generic drug be used, if available.
 - 6.4.1.2 If Contracted Provider states Brand Name is Medically Necessary, PHARMACY will fax a copy of the Contracted Provider's response to the DISTRICT's Contract Administrator for Prior Authorization to be considered.
 - 6.4.1.3 DISTRICT will notify PHARMACY of approval or denial for Prior Authorization via fax within 1 business day. If Prior Authorization request is approved, PHARMACY may dispense the drug. If Prior Authorization request is denied, DISTRICT will not accept or pay a submitted claim for that drug, and the Participant will be responsible for purchasing the drug on their own.
- 6.4.2 DMEs: DME prescriptions always require Prior Authorization, and if approved, must be the least expensive available. Therefore, to obtain Prior Authorization for DME:
- 6.4.2.1 PHARMACY shall notify the Contracted Provider that DISTRICT requires verification of Medical Necessity, and the prescription must be for the least expensive item available.
 - 6.4.2.2 Once PHARMACY obtains needed documentation from Contracted Provider, PHARMACY shall fax documentation to DISTRICT's Contract Administrator for Prior Authorization to be considered.
 - 6.4.2.3 DISTRICT will notify PHARMACY of approval or denial for Prior Authorization via fax within forty-eight (48) hours.
 - 6.4.2.4 If Prior Authorization request is approved, PHARMACY may dispense the DME. If Prior Authorization request is denied, DISTRICT will not accept or pay a submitted claim for that DME, and the Participant will be responsible for purchasing the DME on their own.
- 6.5 FORMULARY EXCLUSIONS: Certain prescription drugs that may be included on the WSHD's ICAP formulary, but as is allowed, WSHD has chosen to exercise its discretion and exclude. Therefore, they are not considered a covered medication for the WSHD ICAP pharmacy Benefit Plan. Formulary exclusions for WSHD's ICAP pharmacy Benefit Plan include, but are not limited to the following:
- 6.5.1 Cancer treatment drugs;
 - 6.5.2 Cosmetic treatment drugs;
 - 6.5.3 Compound drugs;
 - 6.5.4 Experimental drugs;
 - 6.5.5 HIV treatment/prevention drugs;
 - 6.5.6 HEP C treatment drugs;
 - 6.5.7 Sex Change treatment drugs;
 - 6.5.8 Weight loss drugs;

6.5.9 Over-the-Counter drugs; and

6.5.10 Any drug that is not listed on the WSHD ICAP approved formulary

6.6 PAYMENT ADDRESS: Payment shall be made to PHARMACY at:

ARTICLE 7 TERMINATION

7.1 TERMINATION OF THIS AGREEMENT BY DISTRICT:

7.1.1 This Agreement may be terminated for convenience by the DISTRICT at any time with ninety (90) day notice. The parties agree that if the DISTRICT erroneously, improperly or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.1.2 This Agreement may be immediately terminated for cause for reasons including, but not limited to, PHARMACY's repeated (whether negligent or intentional) submission of false or incorrect bills or invoices, failure to suitably perform its obligations under this Agreement; or failure to continuously perform its obligations under this Agreement in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if PHARMACY's license, or the license of the pharmacist that owns or is employed by PHARMACY at a pharmacy within the boundaries of the District, is suspended or revoked by the Texas State Board of Pharmacy.

7.1.3 In the event this Agreement is terminated by DISTRICT for convenience, PHARMACY shall be paid for any services performed in accordance with the Agreement through the termination date specified in the written notice of termination. PHARMACY acknowledges and agrees that it has received good, valuable and sufficient consideration from DISTRICT, the receipt and adequacy of which are, hereby acknowledged by PHARMACY, for DISTRICT's right to terminate this Agreement for convenience.

7.2 TERMINATION OF THIS AGREEMENT BY PHARMACY: In accordance with applicable Texas law, PHARMACY may terminate this Agreement for one or more of the following reasons with thirty (30) days' notice:

- 7.2.1 DISTRICT failed to pay invoices in accordance with the terms of this Agreement.
- 7.2.2 DISTRICT performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of this Agreement.
- 7.3 **TERMINATION OF THIS AGREEMENT BY DISTRICT:** In accordance with applicable Texas law, DISTRICT may terminate this Agreement for one or more of the following reasons with thirty (30) days' notice:
- 7.3.1 PHARMACY ceases to operate as a business.
- 7.3.2 In the event that PHARMACY files a petition seeking bankruptcy protection or enters into an arrangement with creditors because of its insolvency, then upon thirty (30) days' notice, DISTRICT may declare this Agreement cancelled.
- 7.4 Notice of termination shall be provided in accordance with Article 8 of this Agreement, entitled "Notices."
- 7.5 Notwithstanding the above, in the event this Agreement is terminated for any reason, any amounts due PHARMACY may be withheld by DISTRICT until PHARMACY complies with the term, condition, or requirement of this Agreement or until any dispute or issue with an outstanding issue is resolved.

ARTICLE 8 INDEMNIFICATION

- 8.1 PHARMACY AGREES TO INDEMNIFY AND HOLD DISTRICT HARMLESS FROM AND AGAINST ALL CLAIMS, ACTIONS AND PROCEEDINGS (I) ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OR NONPERFORMANCE OF ANY REPRESENTATION, COVENANT OR AGREEMENT BY PHARMACY HEREUNDER, (II) MADE BY ANY PARTICIPANT DETERMINED ELIGIBLE BY THE DISTRICT TO RECEIVE PHARMACY BENEFITS WHO ALLEGES THAT SUCH SERVICES WERE DENIED OR IMPROPERLY RENDERED BY THE PHARMACY. THE FOLLOWING PROCEDURE SHALL APPLY WITH RESPECT TO ANY CLAIMS OR PROCEEDINGS COVERED BY THE FOREGOING AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:
- 8.1.1 DISTRICT SHALL GIVE WRITTEN NOTICE TO PHARMACY PROMPTLY AFTER DISTRICT LEARNS OF THE CLAIM OR PROCEEDING; PROVIDED THAT THE FAILURE TO GIVE SUCH NOTICE SHALL NOT RELIEVE PHARMACY OF ITS OBLIGATIONS HEREUNDER PROVIDED DISTRICT USES ITS BEST EFFORTS TO MITIGATE DAMAGES AND EXCEPT TO THE

EXTENT PHARMACY IS ACTUALLY DAMAGED THEREBY;

- 8.1.2 WITH RESPECT TO ANY THIRD-PARTY CLAIMS OR PROCEEDINGS AS TO WHICH DISTRICT IS ENTITLED TO INDEMNIFICATION, DISTRICT SHALL HAVE THE RIGHT TO SELECT AND EMPLOY COUNSEL OF ITS OWN CHOOSING TO DEFEND AGAINST ANY SUCH CLAIM OR PROCEEDING.
- 8.1.3 THE PARTIES WILL FULLY COOPERATE IN ANY SUCH ACTION, AND SHALL MAKE AVAILABLE TO EACH OTHER ANY BOOKS OR RECORDS USEFUL FOR THE DEFENSE OF ANY SUCH CLAIM OR PROCEEDING.
- 8.1.4 SUBJECT TO THE FOREGOING DISTRICT SHALL NOT SETTLE OR COMPROMISE ANY SUCH THIRD-PARTY CLAIM WITHOUT THE PRIOR CONSENT OF PHARMACY, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.
- 8.1.5 INDEMNIFICATION SHALL BE DUE ONLY TO THE EXTENT OF THE LOSS OR DAMAGE ACTUALLY SUFFERED (I.E. REDUCED BY ANY OFFSETTING OR RELATED ASSET OR SERVICE RECEIVED AND BY ANY RECOVERY FROM ANY THIRD PARTY, SUCH AS AN INSURER).
- 8.2 INDEMNIFICATION – DISTRICT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DISTRICT AGREES TO INDEMNIFY AND HOLD PHARMACY HARMLESS FROM AND AGAINST ALL CLAIMS, ACTIONS AND PROCEEDINGS (I) ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OR NONPERFORMANCE OF ANY REPRESENTATION, COVENANT OR AGREEMENT BY DISTRICT HEREUNDER; OR (II) ARISING OUT OF OR RELATING TO THE ALLEGED BREACH BY DISTRICT OF THE AUTHORIZING LEGISLATION OR OTHERWISE, INCLUDING ANY CLAIMS THAT ALLEGE THE DISTRICT WAS NOT AUTHORIZED TO ENTER INTO AND/OR PERFORM UNDER THIS AGREEMENT.

ARTICLE 9 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested; sent by commercial express carrier with acknowledgement of delivery; by hand delivery with a request for a written receipt of acknowledgement of delivery; in an electronically through facsimile or e-mail with confirmation that the notice was received and addressed to the following:

DISTRICT: Mr. Edward Murrell

Chairman
Winnie-Stowell Hospital District
P.O. Box 1997
Winnie, Texas 77665
E-mail:emurrell@wshd-tx.com

PHARMACY:

ARTICLE 10 INSURANCE

- 10.1 Insurance Coverage. PHARMACY shall maintain, at its sole expense and at all times during the term of this Agreement (unless otherwise provided), at least the minimum insurance coverages set forth in this Article, in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 10.2 Such policy or policies shall be issued by companies authorized to do business in the State of Texas, with an A- financial rating or better. PHARMACY shall specifically protect DISTRICT and the Board by naming DISTRICT as an additional insured under the Commercial General Liability Policy as well as on any Excess Liability Policy. The official title of the certificate holder is the Winnie Stowell Hospital District.
- 10.3 Commercial General Liability Insurance. A Commercial General Liability Insurance Policy shall be provided with minimum limits of **One Million Dollars (\$1,000,000)** per occurrence combined single limit for bodily injury and property damage and **Two Million Dollars (\$2,000,000)** per aggregate without restrictive endorsements limiting or excluding coverage for:
- Premises and/or operations. Independent contractors.
 - Products and /or Completed Operations for contracts.
 - Broad Form Contractual Liability Coverage applicable to this specific Agreement.
 - Personal Injury Coverage, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

- 10.4 Umbrella or Excess Liability. PHARMACY may satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest “each occurrence” limit for the underlying liability policy. PHARMACY shall endorse District as an Additional Insured unless the policy provides coverage on a pure or true “Follow-form” basis.
- 10.5 Professional Liability Insurance. PHARMACY shall maintain, for the term of this Agreement, Professional Liability Insurance in the minimum amount of **Two Million Dollars (\$2,000,000) per occurrence**. Any deductible amount shall not exceed **One Hundred Thousand Dollars (\$100,000)** for each claim. The Certificate of Insurance shall indicate the policy deductible.
- 10.6 PHARMACY shall provide to DISTRICT proof of insurance in the form of Certificates of Insurance, including endorsements, Declarations pages or policies, evidencing all insurance coverage required by this Article within fifteen (15) calendar days after notification of award of this Agreement. The required Certificates of Insurance shall name the types of policies provided and refer specifically to this Agreement. DISTRICT reserves the right to require a certified copy of such policies upon request. PHARMACY's failure to provide to DISTRICT the Certificates of Insurance evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 10.7 Coverage is not to cease and is to remain in force until all performance required of PHARMACY is completed. All policies shall be endorsed to provide DISTRICT with at least thirty (30) days' notice of expiration, cancellation and/or restriction of the policy. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to DISTRICT upon expiration.
- 10.8 DISTRICT reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage.
- 10.9 If PHARMACY uses a subcontractor in its performance of the scope of this Agreement, PHARMACY shall ensure that subcontractor names the “DISTRICT” as an additional insured on the Commercial General Liability Policy.

ARTICLE 11 MISCELLANEOUS

11.1 RIGHTS IN DOCUMENTS AND WORK

Any and all correspondence, reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of DISTRICT; and, if a copyright is claimed, PHARMACY grants to DISTRICT a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by PHARMACY, whether finished or unfinished, shall become the property of DISTRICT and shall be delivered by PHARMACY to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to PHARMACY shall be withheld until all documents are received as provided herein. PHARMACY shall ensure that the requirements of this Section are included in all agreements with its subcontractor(s).

11.2 AUDIT RIGHT AND RETENTION OF RECORDS

11.2.1 DISTRICT shall have the right to audit the books, records, and accounts of PHARMACY that relate to this Agreement. PHARMACY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of PHARMACY shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, PHARMACY or its subcontractor, as applicable, shall make same available at no cost to DISTRICT in written form.

11.2.2 PHARMACY shall preserve and make available, at reasonable times for examination and audit by DISTRICT all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement, until resolution of any audit findings, or the period set forth in any other applicable state and/or federal law, including but not limited to HIPAA, whichever is the longer time. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for DISTRICT's disallowance and recovery of any payment upon such entry.

11.2.3 DISTRICT audits and inspections pursuant to this Section may be performed by

any DISTRICT representative (including any outside representative engaged by DISTRICT). DISTRICT reserves the right to conduct such audit or review at PHARMACY's place of business, if deemed appropriate by DISTRICT, with seventy- two (72) hours' advance notice.

11.2.4 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for DISTRICT's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to DISTRICT of any nature by PHARMACY in excess of five percent (5%) of the total contract billings reviewed by DISTRICT, the reasonable actual cost of the DISTRICT's audit shall be reimbursed to DISTRICT by PHARMACY in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of DISTRICT's findings to PHARMACY.

11.3 INDEPENDENT CONTRACTOR

PHARMACY is an independent contractor under this Agreement. Services provided by PHARMACY pursuant to this Agreement shall be subject to the supervision of PHARMACY. In providing such services, neither PHARMACY nor its agents shall be officers, employees, or agents of DISTRICT. No partnership, joint venture, or other joint relationship is created hereby. DISTRICT does not extend to PHARMACY or PHARMACY's agents any authority of any kind to bind DISTRICT in any respect whatsoever.

11.4 THIRD PARTY BENEFICIARIES

Neither PHARMACY nor DISTRICT intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.5 ASSIGNMENT AND PERFORMANCE

11.5.1 Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. DISTRICT may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by PHARMACY of this Agreement or any right or interest herein without DISTRICT's written consent.

11.5.2 PHARMACY represents that each person who will render services pursuant to this

Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

11.5.3 PHARMACY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of PHARMACY's performance and all interim and final product(s) provided to or on behalf of DISTRICT shall be comparable to the best local and national standards.

11.6 CONFLICTS

11.6.1 PHARMACY agrees that no employee or principal, in the course and scope of their employment or relationship with PHARMACY, shall, during the term of this Agreement, serve as an expert witness, or an adverse or hostile witness, against DISTRICT in any legal or administrative proceeding, unless a party to such action is compelled to give testimony by court process. Further, PHARMACY agrees that neither PHARMACY, any principal, employee, nor agent shall give sworn testimony or issue a report or writing as an expression of his or her opinion which is adverse or prejudicial to the interests of DISTRICT in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude PHARMACY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

11.6.2 PHARMACY agrees that neither PHARMACY, its principals, nor its employees shall have or hold any contractual or employment relationship with any of DISTRICT's fringe benefit providers or any other entities competing to provide fringe benefits or related services to DISTRICT or its employees in relation to DISTRICT's employees benefits programs, have a material interest in such providers or entities during the term of this Agreement, including any renewal periods, or have a continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with PHARMACY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

11.6.3 PHARMACY agrees that neither PHARMACY, nor its principals or employees, shall receive any fees, commissions or other compensation from any of the DISTRICT's fringe benefit providers or any other entities competing to provide fringe benefits or related services to DISTRICT or its employees in relation to the DISTRICT's employee benefits programs.

11.6.4 In the event PHARMACY utilizes subcontractors to perform any services required by this Agreement, PHARMACY shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as

PHARMACY.

11.7 MATERIALITY AND WAIVER OF BREACH

11.7.1 DISTRICT and PHARMACY agree that each requirement, duty, and obligation set forth herein was bargained for at arm's length and is agreed to by the parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and each is, therefore, a material term hereof.

11.7.2 DISTRICT's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

11.8 COMPLIANCE WITH LAWS

PHARMACY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement. In the event any of the terms of this Agreement are inconsistent with such laws, codes, ordinances, rules, and regulations, this Agreement shall be construed to operate in conformity with the requirements of such laws, codes, ordinances, rules, and regulations.

11.9 HIPAA COMPLIANCE

It is expressly understood by the parties that DISTRICT personnel and/or their agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR §§ 160, 162 and 164 and related regulations. In the event PHARMACY is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), PHARMACY shall fully protect individually identifiable health information as required by HIPAA and, if requested by DISTRICT, shall execute a Business Associate Agreement for the purpose of complying with HIPAA. (*See Exhibit "E"*). Where required, PHARMACY shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of PHARMACY's and DISTRICT's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. DISTRICT hereby authorizes the Contract Administrator to sign Business Associate Agreements on its behalf.

11.10 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction or, if applicable, by a state regulatory agency with jurisdiction over such matters to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall continue to be effective unless DISTRICT or PHARMACY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court or state regulatory agency becomes final.

11.11 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

11.12 JURISDICTION, VENUE, GOVERNING LAW, AND WAIVER OF JURY TRIAL

11.12.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Texas and when applicable, federal law. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder, shall be in the state courts of Chambers County.

11.12.2 BY ENTERING INTO THIS AGREEMENT, PHARMACY AND DISTRICT HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

11.13 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration of

the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the DISTRICT and PHARMACY or others delegated authority to or otherwise authorized to execute same on their behalf.

11.14 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11.15 LEGISLATIVE, REGULATORY, OR ADMINISTRATIVE CHANGE

In the event there shall be a change in the relevant federal or state statutes or regulations, the adoption of new federal or state legislation, or a change in any reimbursement system, any of which are reasonably likely to materially and adversely affect the manner in which either party may perform under this Agreement or which shall make this Agreement unlawful, the parties shall immediately enter into good faith negotiations regarding a new service agreement that complies with the law, regulation or policy and that approximates as closely as possible the position of the parties prior to the change.

11.16 COUNTERPARTS

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

11.17 NON-EXCLUSIVE ARRANGEMENT

This Agreement shall not require DISTRICT to use the services and facilities provided by PHARMACY as the exclusive source of Pharmacy Services for the residents of the DISTRICT participating in the DISTRICT's Indigent Care Assistance Program, nor shall PHARMACY be prohibited hereunder from contracting with other entities for the provision of services.

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

PHARMACY:

By: _____

Name: _____

Title: _____

DISTRICT:
WINNIE-STOWELL HOSPITAL DISTRICT

By: _____

Name: _____

Title: _____

DRAFT

Exhibit “G-1”

**AEJ Construction LLC,
Michael Ramirez
2432 Hwy. 61
Devers, TX 77538
936-346-2499**

**Quote
Flatwork Parking Area**

Date: June 15, 2020
Name: Mr. Ed Murrell
Location: Winnie, TX
Project: Approx. 22x24 Parking Area

Scope: Flatwork: Concrete Parking Area

Based on Approx. 22x24x4"

Bid is Based on Tailgating Materials-added cost if use of pump or buggy is needed

Positive slope away from existing structures

4" 3500psi concrete

#3 Rebar on 16" Centers

6"x6" toe beam in on Perimeter

Scrape off and leave on site: Grass/Asphalt/soil/rock to achieve grade

Leave existing debris on site

Light Broom Finish

All flatwork to be 4" 3500 psi concrete with #3 rebar placed on 16" centers

Base Bid: \$3,560.00

Change Orders: Quotes are based on identified repairs at time of inspection, once job is commenced and additional repairs are warranted. Repairs and/or Additions to Job Scope will be done thru Change Orders. None of this work will be done until Owner is informed of repairs and/or additions and cost of Change Order is agreed upon in writing.

Cleanup: During and after work will be done by Contractor

Time Frame: To be announced-Depending on Project, Scheduling, and Weather

Payment Schedule: To be announced

Insurance: General Liability Policy can be submitted before commencement of work

Regards

Michael Ramirez
AEJ Construction



BUILDING COMPONENTS
 DIVISION OF SCHULTE BUILDING SYSTEMS, L.P.
 17600 BADTKE RD, HOCKLEY, TX 77447
 PHONE: 281.213.6100 FAX: 281.213.6101
 1.866.749.COMP(2667)

PLEASE NOTE: THIS ORDER WILL NOT BE PROCESSED BY SBS UNTIL WE HAVE THE FOLLOWING INFORMATION	Quote No. 200331	Quote Date: 06/23/20
1. SIGNED CONFIRMATION OF THE QUOTATION 2. JOBSITE INFORMATION A. WRITTEN DIRECTIONS TO THE JOBSITE B. THE PHYSICAL ADDRESS C. CONTACT NAME AND PHONE NUMBER	Load Date: TBD	

LD TO: MURRELL CONSTRUCTION
 1760 FM 1406
 WINNIE, TX 77665
 USA
 Phone: (409) 656-3413 Fax:

SHIP TO: WINNIE STOWELL HOSPITAL DISTRICT
 520 BROADWAY
 WINNIE, TX 77665
 Phone: Fax:

Salesperson	Customer ID	Terms	Purchase Order Number	Contact	Ship Via
Veronica Serrato	MCO060	COD - CASHIERS CHECK	WSHD	EDWARD	ZONE 3 MILK RUN

#	Piece Mark	Description	Qty	Length	Sq. Feet Per Sheet	Total Units of Material	Total Weight	Punch		Unit Price	Total Price
								LE	TE		
		26GA SBS 369 PANEL POLAR WHITE PPOL	11	11' 0"	34.83	3.8313	312			81.9500 SQUARE	313.98
		AR-110 26GA EAVE TRIM LIGHT STONE SMP ROOF SLOPE:1/2:12	4	11' 0"	0	44.0000	22			1.2586 FT	55.38
	SF-1	TRIM MISCELLANEOUS - SEE DETAIL Gauge and Material:26ga SMP Color Girth:15.875 Bends:9 Strippable Film:No Mitered:None Color:SMP - Light Stone	2	11' 0"	0	22.0000	22			2.7234 FT	59.91
	SF-2	TRIM MISCELLANEOUS - SEE DETAIL Gauge and Material:26ga SMP Color Girth:8 Bends:3 Strippable Film:No Mitered:None Color:PPOL - Polar White	4	11' 0"	0	44.0000	22			1.2772 FT	56.20
		SBS 369 PANEL OUTSIDE CLOSURE STRIP 36"	14		0	14.0000	0			0.6120 EA	8.57
		10 X 1-1/2 METAL TO WOOD SCREW LONG-LIFE POLAR WHITE	250		0	250.0000	2			143.7480 M	35.94
		14 X 7/8 SELF-DRILLING LAP/STITCH SCREW LONG-LIFE POLAR WHITE	250		0	250.0000	5			138.9600 M	34.74
		10 X 1-1/2 METAL TO WOOD SCREW LONG-LIFE LIGHT STONE	250		0	250.0000	2			143 7480 M	35.94



SBS
 BUILDING COMPONENTS
 DIVISION OF SCHULTE BUILDING SYSTEMS, L.P.
 17600 BADTKE RD, HOCKLEY, TX 77447
 PHONE: 281.213.6100 FAX: 281.213.6101
 1.866.749.COMP(2667)

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Piece Mark	Description	Qty	Length	Sq. Feet Per Sheet	Total Units of Material	Total Weight	Punch		Unit Price	Total Price
							LE	TE		
	BLOCK AND BAND WITH COVER SHEET TOP ONLY	1		0	1.0000				7.5000 EA	7.50
	STANDARD TRIM BOX - OVER 10 FEET	1		0	1.0000				15.0000 EA	15.00

THE FOLLOWING SBS STANDARD TERMS AND CONDITIONS OF SALE ARE A PART OF THIS QUOTATION/ORDER. ALL ACCEPTANCE OR REJECTION OF THIS QUOTATION/ORDER SHALL ONLY BE MADE BY AN AUTHORIZED EMPLOYEE OR AGENT. THE PRICE IS SUBJECT TO CHANGE IF NOT SHIPPED WITHIN 30 DAYS OF THE ORDER DATE. SBS IS NOT RESPONSIBLE FOR THE DETERMINATION OF THE GAUGES, LENGTH, COLORS, QUANTITIES, OR MATERIALS REQUIRED IN THIS QUOTATION/ORDER. PLEASE REVIEW THIS QUOTATION/ORDER CAREFULLY. YOUR SIGNATURE HEREON CONSTITUTES FULL ACCEPTANCE OF THIS QUOTATION/ORDER. IF THE ORDER IS CANCELLED AFTER A SIGNED CONFIRMATION HAS BEEN MADE, THE CUSTOMER WILL BE RESPONSIBLE FOR ALL ENGINEERING, DRAFTING OR PRODUCTION COSTS INCURRED AT THE TIME OF CANCELLATION.

	Sub-Total	623.16
Total Weight		
391	Freight	175.00
	Tax Amount	63.87
	Total	862.03

APPROVED AND ACCEPTED BY:

COMPANY NAME W/S HOSP. DIST. DATE 6/26/20
Edward R. Murrell TITLE: PRESIDENT

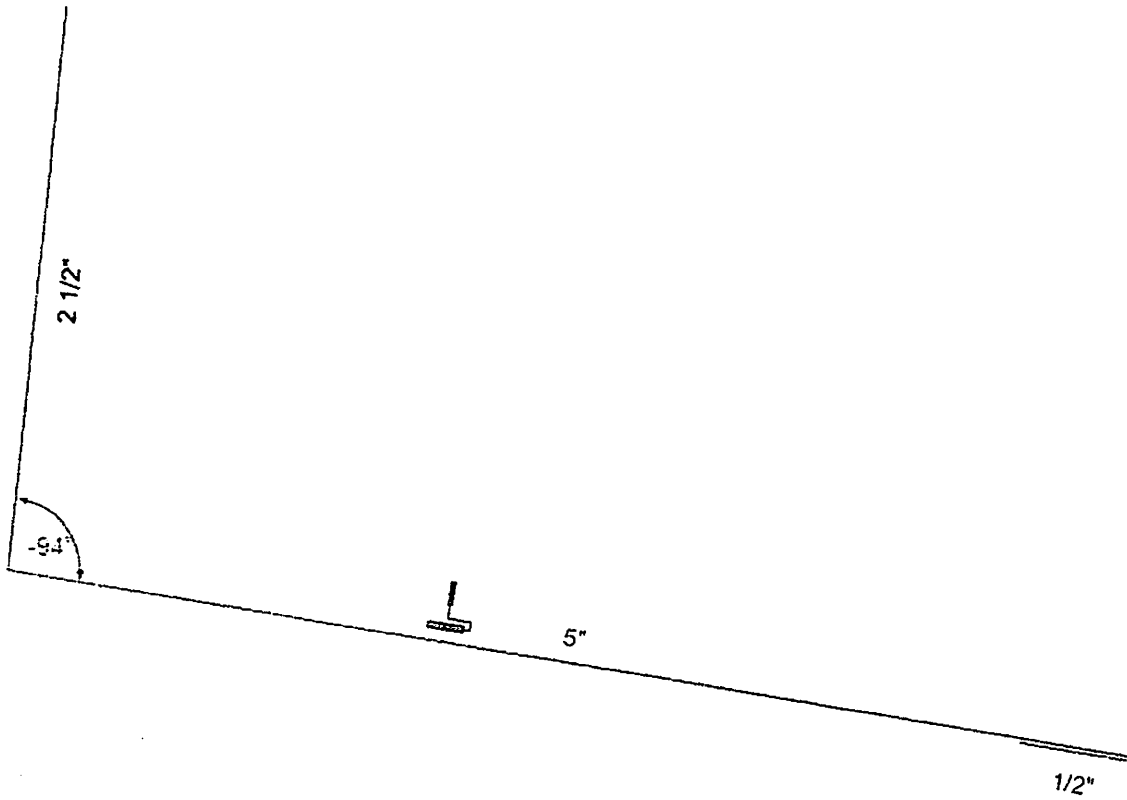
200331 SF-2

Blank Width: 8"

Bend Count: 1

Hem Count: 1

Revision: 0



Approved By: Edward R. Murrell Date: 6/26/20

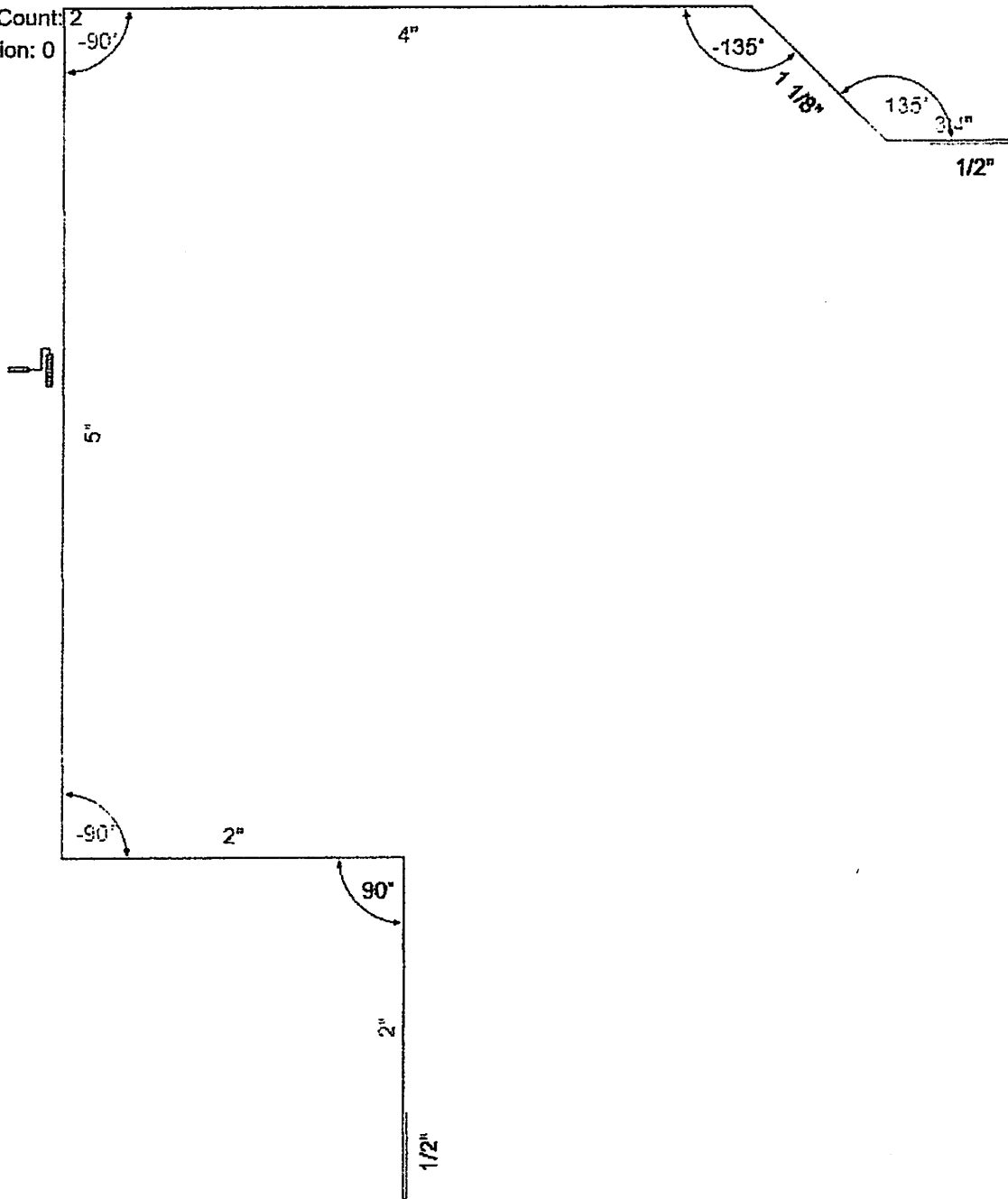
200331 SF-1

Blank Width: 15 7/8"

Bend Count: 5

Hem Count: 2

Revision: 0



Approved By: Edward R. Murrell Date: 6/26/20

Simion Olvera Construction

(409) 767-3537

Murrel Construction

520 Broadway St., Winnie, TX 77665

Receipt for:

Removal of rafters, metal roof over porch on the left side, removal of metal roof on right side, and adding a roof covering both doors and connecting the porches

Amount Paid: \$1,500

PK 7-7-20
CK # 3051

Simion Olvera
7095 Old Big Hill Rd.
Beaumont, Texas
Cell # 409-656-3413

For: W/S Hospital District

Re: Office Bldg. Front Porch

Provide all labor and tools to build a deck to connect both landings at entrance doors. Construct a roof cover out over the handicap ramp.

Cost \$ 1,500.00

Exhibit “G-2”

Simion Olvera
7095 Old Big Hill Rd.
Beaumont, Texas
Cell # 409-656-3413

For: W/S Hospital District

Re: Office Bldg. Front Porch

Provide all labor and tools to build a deck to connect both landings at entrance doors. Construct a roof cover out over the handicap ramp.

Cost \$ 1,500.00

GULFWAY LUMBER

Gulfway Lumber Co
P.O. Box 1806
Winnie, TX 77665
409.296.2141
Fax: 409.296.2145



QUOTE

2006-095494

PAGE 1 OF 1

SOLD TO
Cash Sales

JOB ADDRESS
murrell

ACCOUNT	JOB
CASH	0
CREATED ON	06/23/2020
EXPIRES ON	07/23/2020
BRANCH	1000
CUSTOMER PO#	
STATION	G3
CASHIER	RACHEL
SALESPERSON	
ORDER ENTRY	RACHEL
MODIFIED BY	

1

Item	Description	D	Quantity	U/M	Price	Per	Amount
2610T	2 X 6 X 10' TREATED		14	PC	9.4900	PC	132.86
2616T	2 X 6 X 16' TREATED		3	PC	15.7900	PC	47.37
4412T	4 X 4 X 12' TREATED		4	PC	21.9500	PC	87.80
1416T	1 X 4 X 16' TREATED		4	PC	5.6900	PC	22.76
148T	1 X 4 X 8' TREATED		6	PC	2.6900	PC	16.14
2416T	2 X 4 X 16' TREATED		3	PC	10.9500	PC	32.85
248T	2 X 4 X 8' TREATED		4	PC	5.9500	PC	23.80
CM	CONCRETE MIX-80#		8	BAG	5.0900	BAG	40.72
442RSP	1 1/2" ROOF SCREWS	N	5	LB	4.9500	LB	24.75
4LSP	1" LAP SCREWS	N	2	LB	6.9500	LB	13.90
GR033HG	3" X .131 EX. GALV. SMOOTH ROUND HD, PLASTIC STRIP	N	1	EA	74.9500	EA	74.95
					Subtotal		517.90
					WIN 8.125%	Sales Tax	42.08
					Total		559.98

Buyer:

48738

Signature

Exhibit “H”

Hubert Oxford IV

From: Steve Lucas <steve.lucas@allegiancebank.com>
Sent: Monday, June 8, 2020 4:34 PM
To: Hubert Oxford IV
Cc: Sherrie Norris; David Sticker; Edward Murrell; Anthony Stramecki; Bobby Way
Subject: RE: WSHD - Notice From Allegiance Bank

Yes that is correct

From: Hubert Oxford IV <hoxfordiv@benoxford.com>
Sent: Monday, June 8, 2020 4:30 PM
To: Steve Lucas <steve.lucas@allegiancebank.com>
Cc: Sherrie Norris <sherrie@wshd-tx.com>; David Sticker <davidbsticker@gmail.com>; Edward Murrell <murrelledward@yahoo.com>; Anthony Stramecki <anthony@stramecki.com>; Bobby Way <bobw1212@aol.com>
Subject: Re: WSHD - Notice From Allegiance Bank

Security Note: Please exercise caution and DO NOT open attachments or click on links from unknown or unexpected emails.

Ok. I was reading it backwards. So, while we won't be receiving as much, we won't be paying as much.

Hubert Oxford, IV
Cell: 409-351-0000

On Jun 8, 2020, at 4:25 PM, Steve Lucas <steve.lucas@allegiancebank.com> wrote:

The current rate is 3.50%. The spread between the CD & line is 1.75%. The rate dropped 1.40%.

Steve

From: Hubert Oxford IV <hoxfordiv@benoxford.com>
Sent: Monday, June 8, 2020 3:11 PM
To: Steve Lucas <steve.lucas@allegiancebank.com>
Cc: Sherrie Norris <sherrie@wshd-tx.com>; David Sticker <davidbsticker@gmail.com>; Edward Murrell <murrelledward@yahoo.com>; Anthony Stramecki <anthony@stramecki.com>; Bobby Way <bobw1212@aol.com>
Subject: Re: WSHD - Notice From Allegiance Bank

Security Note: Please exercise caution and DO NOT open attachments or click on links from unknown or unexpected emails.

And, the interest rate went up for a 🏠 guaranteed loan?

Hubert Oxford, IV
Cell: 409-351-0000

On Jun 8, 2020, at 2:52 PM, Steve Lucas
<steve.lucas@allegiancebank.com> wrote:

The current rate on 1 year CD is 0.35%. The rate on the
line will be 2.10%.

From: Hubert Oxford IV <hoxfordiv@benoxford.com>
Sent: Monday, June 8, 2020 2:42 PM
To: Steve Lucas <steve.lucas@allegiancebank.com>
Cc: Sherrie Norris <sherrie@wshd-tx.com>; David Sticker
<davidbsticker@gmail.com>; Edward Murrell
<murrelledward@yahoo.com>; Anthony Stramecki
<anthony@stramecki.com>; Bobby Way <bobw1212@aol.com>
Subject: RE: WSHD - Notice From Allegiance Bank

Security Note: Please exercise caution and DO NOT open attachments
or click on links from unknown or unexpected emails.

Ok, here is what we did last year. Will the interest for the
LOC be 3.25% and will the district continue to receive
1.5% for the CD?

“President Murrell then directed the Board to Agenda Item
11, to discuss and take action, if necessary, on approving
the renewal of the certificate of deposit and line of credit at
Allegiance Bank. President Murrell explained that the
District was notified by the bank that they needed to renew
its line of credit and certificate of deposit but then reported
that the documents for the renewals were not received by
the bank before the meeting. (See Exhibit “F”). According
to Mr. Murrell, the interest rate for the certificate of deposit
was 1.50% while the cost of interest for the line of credit
was 3.25%. Attorney Oxford informed the Board that the
term for the line of credit expired before the next meeting
and he asked for the Board to give the President authority
to execute the renewals for the line of credit and the
certificate of deposits up to the amounts paid in the current
term. Once again, Director Stramecki made motion to
approve the renewal of the District line of credit and
certificate of deposit at Allegiance Bank for an amount up
to the rates

paid for the current term. This motion was seconded by Director Rollo and unanimously approved by all the Board members.”

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

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From: Steve Lucas <steve.lucas@allegiancebank.com>
Sent: Monday, June 8, 2020 2:28 PM
To: Hubert Oxford IV <hoxfordiv@benoxford.com>
Cc: Sherrie Norris <sherrie@wshd-tx.com>; David Sticker <davidbsticker@gmail.com>; Edward Murrell <murrelledward@yahoo.com>; Anthony Stramecki <anthony@stramecki.com>; Bobby Way <bobw1212@aol.com>
Subject: RE: WSHD - Notice From Allegiance Bank

I assume you want to renew the line. Please approve it at the board meeting and send me the minutes. Thanks

Steve

From: Hubert Oxford IV <hoxfordiv@benoxford.com>
Sent: Monday, June 8, 2020 1:38 PM
To: Steve Lucas <steve.lucas@allegiancebank.com>
Cc: Sherrie Norris <sherrie@wshd-tx.com>; David Sticker <davidbsticker@gmail.com>; Edward Murrell <murrelledward@yahoo.com>; Anthony Stramecki <anthony@stramecki.com>; Bobby Way <bobw1212@aol.com>
Subject: FW: WSHD - Notice From Allegiance Bank

Security Note: Please exercise caution and DO NOT open attachments or click on links from unknown or unexpected emails.

Steve,

We received the attached document again this year. How do we need to move forward? There is a meeting next Wednesday and we can put something on the agenda, if need be.

Sincerely,

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

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From: Sherrie Norris <sherrie@wshd-tx.com>
Sent: Monday, June 8, 2020 10:11 AM
To: Hubert Oxford IV <hoxfordiv@benoxford.com>; David Sticker <davidbsticker@gmail.com>; Edward Murrell <murrelledward@yahoo.com>; Anthony Stramecki <anthony@stramecki.com>
Subject: WSHD - Notice From Allegiance Bank

All

See attached, Allegiance Bank Loan Maturity Notice.

Thank you
Sherrie Norris

WSHD Administrator
409-296-1003 office
409-201-3922 cell

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Important Message to our valued customers: Fraud, phishing and email compromise are on the rise.

Do not change payment instructions on wires or ACH without calling the person you are paying — using a trusted phone number (NOT email).

This e-mail message and any attachments may contain confidential information. If you are not the intended recipient, you are hereby notified that the use, distribution, disclosure or reproduction of the message or attachments, as well as any reliance thereon, is prohibited. In such a case, please notify the sender by return e-mail immediately and erase all copies of the message and any attachments. Unless a specific statement to the contrary is included herein, neither the typed name of the sender nor anything else in this e-mail message is intended to constitute an electronic signature. Opinions, conclusions, and other information in this message and any attachments that do not relate to official business are neither given nor endorsed by Allegiance Bank. Allegiance Bank reserves the right to monitor all e-mail communications through its network.

Allegiance Bank will never request that you provide personal or financial information via unsecured e-mail. Please report to us any suspicious e-mails you receive that request personal or financial information and claim to be from Allegiance Bank.



ALLEGIANCE BANK
55 Interstate 10 N
Beaumont TX 77707
409-861-5000

000000 TABLOAN0060620200117 0000000
Winnie-Stowell Hospital District
Po Box 1997
Winnie TX 77665-1997

RECEIVED

JUN - 8 2020

LOAN MATURITY NOTICE Account: 790154

This notice is to inform you that in 30 days your loan will mature. According to the terms of your promissory note, the total amount of principal and interest remaining shall become due and payable on 07/07/2020

Please contact your local office at 409-861-5000 prior to the payoff date for current payoff figures.

If you have any questions concerning your account or this notice, please contact your loan officer.

Thank you for placing your loan with Allegiance Bank.

Print Date: 06/05/2020



Member
FDIC

000000 TABLOAN0060620200117



Exhibit “I”

From: [Karen Horn](#)
To: [Hubert Oxford IV](#)
Cc: mo@starcoimpex.com; sherrie@wshd-tx.com; [Patricia Ojeda](#); [Tammy Sachitano](#); [Julie Haire](#)
Subject: Re: [TORCH Hospital CEOs Only] Q&A: Clarifications/Updates on HHSC survey - PGY4 UHRIP Preprint Commercial and Medicare Data Collection
Date: Tuesday, June 9, 2020 10:53:59 AM
Attachments: [image001.png](#)
[image002.png](#)

You mean if the estimate was over the actual IGT need once the reconciliation process is finished for a program year?

If so, I have asked that question of Robin and am awaiting an answer.

Karen Horn
Financial Analyst
Riceland Medical Center
(formerly Winnie Community Hospital)
225-267-6966 Office
225-715-9840 Cell

From: Hubert Oxford IV <hoxfordiv@benoxford.com>
Sent: Tuesday, June 9, 2020 10:31 AM
To: Karen Horn <khorn@ricelandhealthcare.com>
Cc: mo@starcoimpex.com <mo@starcoimpex.com>; sherrie@wshd-tx.com <sherrie@wshd-tx.com>; Patricia Ojeda <patricia@wshd-tx.com>; Tammy Sachitano <cportner@portnerbond.com>; Julie Haire <jhaire@ricelandhealthcare.com>
Subject: RE: [TORCH Hospital CEOs Only] Q&A: Clarifications/Updates on HHSC survey - PGY4 UHRIP Preprint Commercial and Medicare Data Collection

Last question, if the larger hospitals funded us, did they get their IGTs back? Also, for this program, if the District makes an IGT, can they get the IGT back?

Hubert Oxford, IV
Benckenstein & Oxford, L.L.P.
3535 Calder Avenue, Suite 300
Beaumont, Texas 77706
(409) 951-4721 Direct
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From: Karen Horn <khorn@ricelandhealthcare.com>
Sent: Tuesday, June 9, 2020 10:28 AM
To: Hubert Oxford IV <hoxfordiv@benoxford.com>

Cc: mo@starcoimpex.com; sherrie@wshd-tx.com; Patricia Ojeda <patricia@wshd-tx.com>; Tammy Sachitano <cpartner@portnerbond.com>; Julie Haire <jhaire@ricelandhealthcare.com>

Subject: Re: [TORCH Hospital CEOs Only] Q&A: Clarifications/Updates on HHSC survey - PGY4 UHRIP Preprint Commercial and Medicare Data Collection

1. UHRIP stands for Uniform Hospital Rate Increase Program. It pertains only to Medicaid Managed Care and include the 5 insurances listed in my original email.

The Texas Health and Human Services Commission (HHSC) has approval from the Centers for Medicare and Medicaid Services (CMS) to implement the Uniform Hospital Rate Increase Program (**UHRIP**) for hospital services. At this time, only STAR and STAR+PLUS Medicaid Managed Care Programs participate in **UHRIP**.

Uniform Hospital Rate Increase Program - Texas

 rad.hhs.texas.gov/hospitals-clinic/hospital-services/uniform-hospital-rate-increas...

2. I had a discussion with Adelanto Healthcare Ventures (the third party vendor that manages the program) last week. The first two years were so small that the larger Beaumont hospitals funded our IGT. Many other small hospitals were also funded by larger hospitals. For program year 3, the one that ends this August 2020, it was an oversight on the part of Adelanto Healthcare. Maybe they received some flack from the larger hospitals that had to fund for the smaller hospitals? There is the possibility that whomever IGT'd on our behalf won't ask for repayment, but since it was about \$81K, I doubt it. Below is the contact information for Adelanto. Robin is very helpful if you have questions.

Robin Daniel

Adelanto HealthCare Ventures L.L.C.

401 W. 15th Street, Suite 840 | Austin, TX 78701

Main: (512) 322-9413

Direct: (512) 814-2437

3. I've attached the spreadsheets for program year 4. They are complicated to say the least. If I said I understand them, I'd be lying. But I will endeavor to learn as much as I can about the program going forward. The total estimated IGT can be found in column Q on the tab "Analysis by Provider" in the file titled "Final UHRIP PGY4 Payment Calculation" and the total estimated UHRIP bump can be found in column U. I've highlighted Winnie on the spreadsheet.

If the board approves next week, please let me know, and I will contact Adelanto with the District's IGT information.

Let me know if you have more questions.

Karen Horn

Financial Analyst
Riceland Medical Center
(formerly Winnie Community Hospital)
225-267-6966 Office
225-715-9840 Cell

From: Hubert Oxford IV <hoxfordiv@benoxford.com>
Sent: Tuesday, June 9, 2020 9:53 AM
To: Karen Horn <khorn@ricelandhealthcare.com>
Cc: mo@starcoimpex.com <mo@starcoimpex.com>; sherrie@wshd-tx.com <sherrie@wshd-tx.com>; Patricia Ojeda <patricia@wshd-tx.com>; Tammy Sachitano <cportner@portnerbond.com>; Julie Haire <jhaire@ricelandhealthcare.com>
Subject: RE: [TORCH Hospital CEOs Only] Q&A: Clarifications/Updates on HHSC survey - PGY4 UHRIP Preprint Commercial and Medicare Data Collection

Great e-mail below. I had a ton of questions that I deleted after reading through it. Subject to Mo and Chris's approval but anticipating questions by the District's Board members (i.e., they are pretty predicable), would you mind helping us with answers to the following questions:

1. From a big picture perspective, in addition to what is written below, what is UHRIP?
2. And last but not least, but by far the most awkward, is there any explanation as to why no one realized the payment of these funds in the past? Or, is it that the payments were so small that they never hit the radar?
3. Where is the back-up information for all of this?

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

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From: Karen Horn <khorn@ricelandhealthcare.com>
Sent: Tuesday, June 9, 2020 9:19 AM
To: Hubert Oxford IV <hoxfordiv@benoxford.com>
Cc: mo@starcoimpex.com; sherrie@wshd-tx.com; Patricia Ojeda <patricia@wshd-tx.com>; Tammy Sachitano <cportner@portnerbond.com>; Julie Haire <jhaire@ricelandhealthcare.com>
Subject: Re: [TORCH Hospital CEOs Only] Q&A: Clarifications/Updates on HHSC survey - PGY4 UHRIP Preprint Commercial and Medicare Data Collection

I've looked through all the documents and here is what I can tell you. Hubert, give me a call when you can.

Program Year 4 (9/2020-8/2021): 3 IGT's

June 2020 (last week): the IGT for Winnie was approximately \$25K. I do not know who funded our IGT.

August 2020: IGT is estimated at \$25K (or we could be required to make the June and August)

October or November 2020: IGT is estimated at \$50K

IGT's are usually due at the beginning of the month.

Total estimated bump in payments for UHRIP program year 4 is \$230K.

Program Year 3 (9/2019-8/2020):

All IGT's have already been made for this program year. Again, I do not know who provided our IGT. The total IGT was about \$81K. This program year will have a reconciliation in November or December of 2020. The IGT was based on estimated utilization. The program year includes both the hospital closure for flood and Covid-19. I suspect the final reconciliation will have a much lower utilization than was estimated because of this. We could potentially be required to fund the IGT or repay whomever IGT'd on our behalf, so in a worse case scenario, we should plan for \$81K. (DOES THIS INCLUDE THE AMOUNT OF THE ORIGINAL IGT AND THE NOVEMBER AND DECEMBER 2020 RECONCILIATION. I think the answer is below but just confirming.)

So below is an estimated budget of IGT's needed in the near future:

August 2020: \$25K-\$50K depending on if they have us retroactively fund the June IGT

October or November 2020: \$50K

December 2020 (or possibly early in 2021): \$81K to retroactively fund PGY3

Please note that the December 2020 of \$81K is a worse case scenario. We may be asked to repay the IGT and we may not.

The below is just for historical perspective as these years are final.

Program Year 2 (9/2018-8/2019): Total UHRIP bump up was just under \$10K

Program Year 1 (3/2018-8/2018): Total UHRIP bump was about \$4K

As you can see, year's 1 and 2 were minimal as the UHRIP program was not getting as much money and our portion was so small that a larger hospital funded our IGT. It was not until last week, when they contacted me about the PGY 4 IGT that I was even aware there was an IGT element to the program. They never contacted us about the PGY3 IGT, as they assumed we had an IGT partner since we were being funded. Program year 3 had an estimated 65% increase in funding and Program Year 4 is going to get another bump. This is all in an effort to make up for the lower Uncompensated Care funding in recent years.

How the program works:

HHSC compiles an estimate base on utilization from a few years prior to the program year. It only includes hospital outpatient (ER, lab, X-ray, etc.) It does not include RHC or other part B services.

IGT's are based on this estimate.

The UHRIP money does not come to us in a lump sum. The lump sum goes to the Medicaid MCO's and is paid to us little by little over the program year on a claim by claim basis, so it is entirely based on utilization.

At the end of the program year, the MCO's provide a reconciliation of what they paid each provider and

we provide a similar list. The two are compared for variances.

If our utilization is more than the original estimate, we will be required to make up the additional IGT. If our utilization is lower than the estimate, I believe we will be refunded the IGT overage, but I will need to confirm this point. My reason for thinking they refund it (or maybe apply to the next program year) is that in looking at prior year spreadsheets, there is a tab listing IGT refunds.

One issue with the program is that not all the MCO's provide a detail on the amount of the UHRIP additional payment on the EOB, so we can not always tell how much of their payment is UHRIP related. For this reason, I will not be able to give you an amount of UHRIP received for a program year until the year end reconciliation is provided by the MCO.

Below is a list of MCO's in the program:

Amerigroup
Community Healthchoice
Molina Healthcare
Texas Children's Chips and Medicaid
United Healthcare Medicaid Star and Star +

Please let me know if you have any questions.

Karen Horn
Financial Analyst
Riceland Medical Center
(formerly Winnie Community Hospital)
225-267-6966 Office
225-715-9840 Cell

From: Karen Horn <khorn@ricelandhealthcare.com>

Sent: Monday, June 8, 2020 6:33 PM

To: Hubert Oxford IV <hoxfordiv@benoxford.com>

Cc: mo@starcoimpex.com <mo@starcoimpex.com>; sherrie@wshd-tx.com <sherrie@wshd-tx.com>; Patricia Ojeda <patricia@wshd-tx.com>; Tammy Sachitano <cportner@portnerbond.com>

Subject: Re: [TORCH Hospital CEOs Only] Q&A: Clarifications/Updates on HHSC survey - PGY4 UHRIP Preprint Commercial and Medicare Data Collection

It's a long story. We've been participating since the inception of the program, but someone else IGT'd on our behalf for years 1 and 2.

Come to find out, we're not sure if anyone IGT'd for us for year 3 and I'm not sure about the current year (4).

All this came to light last week. I'm going to send you the email I sent to Mo last week outlining the issues and then we can talk tomorrow.

Karen Horn
Financial Analyst
Riceland Medical Center
(formerly Winnie Community Hospital)
225-267-6966 Office
225-715-9840 Cell

From: Hubert Oxford IV <hoxfordiv@benoxford.com>
Sent: Monday, June 8, 2020 6:15 PM
To: Karen Horn <khorn@ricelandhealthcare.com>
Cc: mo@starcoimpex.com <mo@starcoimpex.com>; sherrie@wshd-tx.com <sherrie@wshd-tx.com>; Patricia Ojeda <patricia@wshd-tx.com>; Tammy Sachitano <cportner@portnerbond.com>
Subject: Re: [TORCH Hospital CEOs Only] Q&A: Clarifications/Updates on HHSC survey - PGY4 UHRIP Preprint Commercial and Medicare Data Collection

Why can they all the sudden participate? I have been pushing this for years.

Hubert Oxford, IV
Cell: 409-351-0000

On Jun 8, 2020, at 5:31 PM, Karen Horn <khorn@ricelandhealthcare.com> wrote:

We are doing the survey. I attended the webinar today and am awaiting clarification from HHSC on a few questions asked today before I can enter the survey data into the portal.

But, Hubert, that brings up a point. I need to talk to you about IGT'ing on the hospitals behalf for the UHRIP program. I will call you either tomorrow or Wednesday.

Thanks,

Karen Horn
Financial Analyst
Riceland Medical Center
(formerly Winnie Community Hospital)
225-267-6966 Office
225-715-9840 Cell

From: Mo Danishmund <mo@starcoimpex.com>
Sent: Monday, June 8, 2020 5:18 PM
To: Hubert Oxford IV <hoxfordiv@benoxford.com>
Cc: Karen Horn <khorn@ricelandhealthcare.com>; sherrie@wshd-tx.com <sherrie@wshd-tx.com>; Patricia Ojeda <patricia@wshd-tx.com>; Tammy Sachitano <cportner@portnerbond.com>
Subject: Re: [TORCH Hospital CEOs Only] Q&A: Clarifications/Updates on HHSC survey - PGY4 UHRIP Preprint Commercial and Medicare Data Collection

Karen???

On Mon, Jun 8, 2020 at 4:59 PM Hubert Oxford IV <hoxfordiv@benoxford.com> wrote:

Why are we not doing this? See attached.

Hubert Oxford, IV
Cell: 409-351-0000

Begin forwarded message:

From: John Henderson <jhenderson@torchnet.org>
Date: June 8, 2020 at 4:36:38 PM CDT
To: Brandon Durbin <brandon@dhcg.com>
Cc: Hospital CEOs Forum <hospitalceos@torchnet.org>, CFO Forum <cfo@torchnet.org>, Larry Troxell <LTroxell@comanchecmc.com>, "Matthews, Ted" <ted.matthews@emhd.org>, Elizabeth Anne Miller <eamiller@stamfordhosp.com>, Betsy Briscoe <bbriscoe@pcmhfs.com>, Jerry Pickett <JPickett@gwhf.org>, Steve Deatrick <sdeatrick@ricelandhealthcare.com>, Letha Stokes <lstokes@medicalartshospital.org>, "Ashley M. London" <alondon@memorialhealth.org>, "Beck, Steve" <BECKS2@covhs.org>, Terry Scoggin <Terry.Scoggin@TitusRegional.com>, Robbie Dewberry <rdewberry@mitchellcountyhospital.com>, Shane Kernell <shane.kernell@grahamrhc.com>, John Everett <cmh.jeverett@cogdellhospital.com>, Adam Willmann <AWillmann@gwhf.org>, LIZZIE DUTTON <LizzieDutton@swisherhospital.com>, John Graves <jgraves@dimmitregional.com>, "Townsend, Linda" <linda.townsend@christushealth.org>, Newman Wheeler <nwheeler@ych.us>, Cindy Klein <cklein@lambhc.org>, Kandi Kraner <Kandi.Kraner@TitusRegional.com>, Joe Bradick <joeb@dhchd.org>, Jennifer Claymon <jclaymon@rcmhlaw.com>, Michelle Lewis <michelle.lewis@mitchellcountyhospital.com>, Suann Parrish <sparrish@ych.us>, Renae Thomas <rthomas@bradyhospital.com>, Mark Leitner <msleitner@uthet.com>, Jerry Howell <jhowell@sabinecountyhospital.com>, Joe Wright <jwright@nrhd.org>, Stephen Kuehler <stephen.kuehler@knoxhospital.org>, Linda Walker <linda.walker@vvrhc.org>, Christy Francis <Christy@hchdst.org>, Shawna Shacklett <skshacklett@uthet.com>, "Christopher L. Ballesteros, CMPE, CRCR" <Cballesteros@petersonhealth.com>, Bomi Bharucha <bbharucha@rchd.care>, Frank Beaman <FBeaman@fchtexas.com>, Shawn Javed <sjaved@ricelandhealthcare.com>, Karen Horn <khorn@ricelandhealthcare.com>, Ross Korkmas <RKORKMAS@ppgh.com>, Michelle Stevens <mstevens@hnhhealth.org>, "Hunt, Sharon" <Sharon.Hunt@ttuhsc.edu>, Donald Booth <dbooth@permianregional.com>, Patrick Swindle <psswindle@uthet.com>, Karl Hittle <khittle@endeavorhs.com>, Brian Roland <broland@muensterhospital.com>, Bob Gillespie <rgillespie@connallymmc.org>, "McKinney, Thomas" <thomas.mckinney@christushealth.org>, Rhonda Guelker <rhonda@rpmh.net>, Nathan Tudor <ntudor@ecmh.org>, Douglas Dippel <douglasd@rpmh.net>, "Gary L. Stokes" <stokesg@nacmem.org>, Larry Gray <lgray@seminolehospitaldistrict.com>, DeLeigh Haley <dhaley@uthet.com>, Lance Smiga <lsmiga@jchd.org>, Melanie Richburg <mrichburg@lchdhealthcare.org>, Bob Ellzey <bobellzey@hotmail.com>, Vicki Pascasio <vpascasio@torchnet.org>, Lewis Robbins <Lewis.robbins@stonewallhospital.org>, Debra Blodgett <dblodgett@oghtx.com>, Michael Huff <mhuff@olneyhh.com>, Patty Stewart <pstewart@GonzalesHealthcare.com>, Josh Tucker <josh@preferredmanagementcorp.com>, Dina Hermes <dina.hermes@goldenplains.org>, Holly Holcomb <hholcomb@childresshospital.com>, "Thomas J. Nordwick" <t.nordwick@umhtx.org>, Leticia Rodriguez <LRodriguez@wardmemorial.com>, Hoss Whitt <hwhitt@rcmhospital.org>, Erin Marietta <EMarietta@st-joseph.org>, Steven Gularte <sgularte@chambershealth.org>, Scott Campbell <Scott.Campbell@uthet.com>, "Carolyn S. Exline, MAM" <Cexline@petersonhealth.com>, Peggy Hamilton

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Chris Strickland <cstrickland@hmhhealth.org>, Lynn Falcone
<lfalcone@cuerohospital.org>, "Olivares, John" <jolivares@yoakumhospital.org>,
Michael Williams <miwilliams@lmchospital.com>

Subject: [TORCH Hospital CEOs Only] Q&A: Clarifications/Updates on HHSC survey - PGY4 UHRIP Preprint Commercial and Medicare Data Collection

--
Mohammed "Mo" Danishmund, MAcc
Chief Financial Officer

Starco Impex, Inc
Riceland Healthcare
2710 S. 11th Street
Beaumont, TX 77701
Ph:(409)840-9601
Fx:(409)840-9418

Exhibit “J-1”

RMC Rate Comparison Summary

Jan-20		
Total Billed Amount	Total Paid @ 41%	True Allowable Medicaid Rates
\$66,850.60	\$27,408.75	\$16,305.07

Feb-20		
Total Billed Amount	Total Paid @ 41%	Total Allowable Medicaid Rates
\$58,428.40	\$23,966.87	\$9,716.34

Mar-20		
Total Billed Amount	Total Paid @ 41%	True Allowable Medicaid Rates
\$34,891.00	\$14,305.31	\$10,828.02

Apr-20		
Total Billed Amount	Total Paid @ 41%	True Allowable Medicaid Rates
\$49,161.00	\$20,156.01	\$15,360.21

May-20		
Total Billed Amount	Total Paid @ 41%	True Allowable Medicaid Rates
\$43,573.00	\$17,864.93	\$7,313.58

Difference
\$11,103.68

Difference
\$14,250.53

Difference
\$3,477.29

Difference
\$4,795.80

Difference
\$10,551.35

Total YTD Amounts

YTD Total Amount Billed
\$252,904.00

YTD Total Credited @ 41%
\$103,701.87

YTD Total True Medicaid Allowable
\$59,523.22

YTD Total Potential Savings for WSHD
\$44,178.65

Hubert Oxford IV

From: Hubert Oxford IV
Sent: Wednesday, May 20, 2020 8:47 AM
To: 'cportner@portnerbond.com'; 'mo@starcoimpex.com'
Cc: 'Saad Javed'
Subject: FW: Question re: 41%

Chris and Mo,

See below. This issue came up as a result working on the pharmacy agreement. As it turns out, the District thought we were paying the Medicaid rate for both the Hospital and Pharmacies this whole time but it looks like that is not the case. For the Hospital, we have been paying a flat 41% across the board. For April, they have determined that it involves a \$5,000.00 over credit by the District.

Rather than bring this up tonight, I recommended to Patricia that she do the following:

1. Gather a year's worth of information to see the cumulative credit or debit; and
2. Discuss with the Indigent Care Committee.

I also suggested to her that any changes in the payment amount need to take into consideration:

1. History basis for payment by the District for the last ten years (i.e., 41%);
2. Fact that the agreement we entered into was based on numbers using the 41%;
3. Financial status of the Hospital.

She agreed and I the approach we plan to take is that continuing to pay the 41% is the fair thing to do.

I tell you this in case it gets brought up tonight, you would have an understanding of why.

Hubert Oxford, IV
Benckenstein & Oxford, L.L.P.
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From: chrisw@indigenthealthcaresolutions.com <chrisw@indigenthealthcaresolutions.com>
Sent: Thursday, May 14, 2020 5:49 PM

To: Hubert Oxford IV <hoxfordiv@benoxford.com>; 'Patricia Ojeda' <patricia@wshd-tx.com>

Subject: RE: Question re: 41%

To make it simple. For the amounts being calculated as Payable under the "WCH Writeoff" codes:

- You were calculating the Payable for Hospital Inpatient and Hospital Outpatient claims at the correct, standard rates.
- You were not calculating CPT claims (like Physicians, Lab/X-Ray, etc) at the standard rates. Those were being calculated at a 41% standard rather than the calculating based on CPT codes. That has been changed moving forward.

Once again, this just goes for Bills entered as WCH Writeoff. The other claims appear to be configured according to standard rates.

Chris Wilson
Indigent Healthcare Solutions
2040 North Loop 336, Suite 304
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[\(800\) 834-0560](tel:8008340560) Phone
[\(936\) 756-6741](tel:9367566741) Fax
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From: Hubert Oxford IV <hoxfordiv@benoxford.com>

Sent: Thursday, May 14, 2020 4:06 PM

To: chrisw@indigenthealthcaresolutions.com; 'Patricia Ojeda' <patricia@wshd-tx.com>

Subject: RE: Question re: 41%

So, to put it more plainly, we are getting billed what everyone else is getting billed pursuant to the State's formula?

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From: chrisw@indigenthealthcaresolutions.com <chrisw@indigenthealthcaresolutions.com>

Sent: Thursday, May 14, 2020 3:32 PM

To: Hubert Oxford IV <hoxfordiv@benoxford.com>; 'Patricia Ojeda' <patricia@wshd-tx.com>

Subject: RE: Question re: 41%

That provider is setup to pull Winnie Community Hospital's state established rates. The current RCC (ratio of cost to charges) rate for outpatient hospital stays is 41%. If that changes, the software will update it appropriately.

So that means that the facility charges billed for outpatient hospital stays is paid at 41% currently.

Now, as for doctor's bills, clinics, labs. Things like that which typically come on a CMS-1500 form (rather than a UB-04, type of bill 131) are normally paid by procedure code according to the CPT fee schedule maintained by Medicaid. Prior to our conversation today, all of these bills were also being calculated at a flat rate of 41% when billed from this provider. As requested, I changed it to allow you to process those at the Medicaid CPT payables. There's no percentage conversion on this. Each CPT is paid at a set rate regardless of the amount billed based on: CPT, POS, Modifier, Units, and Age. Remember that this style is only for the charges that do not come on a UB-04 type of bill 131.

Based on the descriptions of your Source Codes, it looks like you are now in line to pay what the Medicaid rates allow for all situations now. If you have any questions about specific types of bills or specific bill forms, let me know.

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From: Patricia Ojeda <patricia@wshd-tx.com>
Sent: Thursday, May 14, 2020 2:12 PM
To: chrisw@indigenthealthcaresolutions.com
Cc: Hubert Oxford IV <hoxfordiv@benoxford.com>
Subject: Question re: 41%

Chris,

I was wondering, is 41% the rate that Chambers County Indigent Care and/or Chambers County Public Hospital in Anahuac is/are using as the reimbursement rate for their primary medical provider? I just want to make sure it would be fair to change the reimbursement rate for Riceland from the 41% to to the actual Medicaid rate, which is considerably lower.

-- Thanks,

Patricia Ojeda



Indigent Care Director

Office: (409)296-1003

Fax: (409)400-4023

Email: Patricia@WSHD-TX.com

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Hubert Oxford IV

From: chrisw@indigenthealthcaresolutions.com
Sent: Monday, June 1, 2020 2:02 PM
To: Hubert Oxford IV; 'Patricia Ojeda'
Cc: 'Sherrie Norris'
Subject: RE: Question & Request for data

Hubert,

I was not able to get the details of each office's rates. However, I can tell you that the wide majority pay at Medicaid rates. That's simply because Medicaid rates are referenced specifically in the Indigent statutes. The guides published by Health and Human Services also specifically site Medicaid as the rates to use in reimbursing providers.

Chapter 61 for the Indigent Health Care and Treatment Act is located here:

<https://statutes.capitol.texas.gov/Docs/HS/htm/HS.61.htm>

And the state handbook for indigent offices is located below. I've specifically linked the section tied to payment rates:

<https://hhs.texas.gov/laws-regulations/handbooks/cihcp/section-4000-service-delivery>

There will always be some exceptions, as we see with UTMB contracts, but most providers are receiving payments based on Medicaid rates for their indigent clients.

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From: Hubert Oxford IV <hoxfordiv@benoxford.com>
Sent: Saturday, May 30, 2020 3:30 PM
To: chrisw@indigenthealthcaresolutions.com; 'Patricia Ojeda' <patricia@wshd-tx.com>
Cc: 'Sherrie Norris' <sherrie@wshd-tx.com>
Subject: RE: Question & Request for data

Chris,

Thank you. That information will be super helpful. If it comes back and most people are paying the Medicaid rates, then we will have a better justification for doing the same.

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From: chrisw@indigenthealthcaresolutions.com <chrisw@indigenthealthcaresolutions.com>
Sent: Saturday, May 30, 2020 3:10 PM
To: Hubert Oxford IV <hoxfordiv@benoxford.com>; 'Patricia Ojeda' <patricia@wshd-tx.com>
Cc: 'Sherrie Norris' <sherrie@wshd-tx.com>
Subject: RE: Question & Request for data

Good afternoon,

When Patricia originally contacted me, I looked to see if I could find those values stored or published anywhere and currently have a request for our programmers to see if there is any way to quantify this information. I will let you know what I learn.

I plan to reach out to Patricia on Monday to better understand the differences you all are seeing.

I will say that since Medicaid are the rates explicitly published in the state indigent health care manual, they are used almost across the board. There are some exceptions for specialists in some offices, especially for those counties that contract specifically with UTMB for specialty services.

I'll talk to you all on Monday.

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From: Hubert Oxford IV <hoxfordiv@benoxford.com>
Sent: Saturday, May 30, 2020 2:43 PM
To: Patricia Ojeda <patricia@wshd-tx.com>
Cc: Chris Wilson <chrisw@indigenthealthcaresolutions.com>; Sherrie Norris <sherrie@wshd-tx.com>
Subject: Re: Question & Request for data

Chris,

Patricia is really doing an incredible job helping us understand and question some assumptions we have made in the past. This is one of them.

I don't think our intention is to cut off the local hospital by only paying Medicaid rates but we want to gain some perspective on what other districts or counties charge. If you could get us that information, it would be really helpful. Also, if it would require some programming fees, if they are within reason, we would most likely be willing to pay them.

Thank you!

Hubert Oxford, IV
Cell: 409-351-0000

On May 29, 2020, at 11:02 AM, Patricia Ojeda <patricia@wshd-tx.com> wrote:

Good morning, Chris,

As you may remember, when we spoke a couple of weeks ago, I explained that our agreement with the Riceland Hospital & Clinic is being renewed, and as a result, I asked you to change our allowable for that vendor to the regular Medicaid rate rather than the 41% flat rate. After posting April's invoices as a test run, we realize this is a big change. Therefore, we decided to gather a little more information before finalizing our decision.

So, our question is... What rate(s) do other counties pay? Do they pay a set rate, or do they go strictly by the Medicaid rate, or a combination of both?

Now, for the request... Would you please send us a spreadsheet/report of the rates paid by the various counties?

-- Thanks,

Patricia Ojeda



Indigent Care Director

Office: (409)296-1003

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Email: Patricia@WSHD-TX.com

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Exhibit “J-2”

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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