

# **Exhibit “A”**

# [ THRIVE ]

*Creating Positive Healthcare and Social Service Outcomes*

August 3, 2021

Mr. Hubert Oxford, IV, Esq.  
Winnie Stowell Hospital District  
PO Box 1997  
Winnie, TX 77655

Dear Mr. Oxford:

We are pleased to present this proposal to conduct a Federally Qualified Health Center/Rural Health Clinic Feasibility Study for the Winnie Stowell Hospital District (WSHD). As you may recall, about five years ago I was involved in an initial study performed by my former firm. In the five years that have past, we have witnessed significant changes in the healthcare environment nationally, within the State of Texas, and locally. THRIVE's goal with this project will be to provide detailed recommendations that focus on delivering the highest quality of care to the local area and identifying the best financially sustainable business model in which to do so.

We believe that through this project, we can help the WSHD further capitalize on the great work that is being performed at Riceland Medical Center and its clinic, local nursing homes, and other providers of healthcare within the community.

## **About THRIVE**

THRIVE is an experienced leader in facilitating and managing organizational improvement within the healthcare and social services sectors. With an integrated focus on strategy, operations, finance, and patient/client services; THRIVE rallies internal and external leaders around common goals and outcomes. Our experience includes Federally Qualified Health Centers (FQHCs), hospitals and health systems, governmental entities, social service agencies, and much more. More information is available at [www.thriveandachieve.com](http://www.thriveandachieve.com).

## **WSHD Business Objectives and Project Deliverables**

We understand that the business objective for this project is to determine the feasibility of creating and/or sustaining an FQHC, FQHC Look-Alike (LA), or Rural Health Clinic (RHC) within the WSHD service area. In doing so, THRIVE will provide the WSHD a comprehensive report that will have a clear understanding and view of the:

1. Feasibility of starting a FQHC, LA, or RHC within its service area
2. Financial costs, benefits, and risks associated with pursuing an FQHC/RHC strategy
3. Best initial and subsequent (if appropriate) location(s) for recommended strategy
4. Next steps to move forward with an FQHC/RHC strategy

We will also provide any additional information needed or as mutually determined between the WSHD and THRIVE.

THRIVE is operating as a *Doing Business As (DBA)/Fictitious Name* of Franz Strategic Solutions, LLC  
2156 Fairmont Lane  
Naples, FL 34120  
(239) 250-1202  
[bill.franz@thriveandachieve.com](mailto:bill.franz@thriveandachieve.com)

# [ THRIVE ]

*Creating Positive Healthcare and Social Service Outcomes*

The final deliverable will be a comprehensive written report with appropriate regulatory, financial, demographic, federal and state funding, and other relevant data. It is our anticipation that based on this report, the WSHD will be able to move forward in a concrete direction with an enhanced outpatient strategy. THRIVE staff will be available for calls, onsite visits, and presentations as deemed necessary by the WSHD.

## **Schedule**

This project will commence upon the signature of an appropriate representative of the WSHD. THRIVE will coordinate with the WSHD to schedule and coordinate an initial site visit which will include meeting with community stakeholders. This will include but not be limited to Riceland Medical Center (and its clinic), school representatives, behavioral health programs, and others mutually agreed to by the WSHD and THRIVE.

We anticipate the initial site visit to consist of 2-3 days. A final report will be issues within 30 days of the site visit

## **Use of Subject Matter Experts**

William Franz will be the lead for this project and responsible for ensuring all deliverables meet the expectations of the WSHD. In addition, William will be assisted by other subject matter experts where appropriate.

## **Project Fees and Expenses**

THRIVE will bill \$25,000 for this project. All travel and other expenses will be reimbursed at actual cost and THRIVE will provide copies of the corresponding receipts. THRIVE will invoice an initial retainer of \$6,250 for the start of the project with the remaining \$18,750 due within 15 days of the client accepting the report.

\* \* \* \* \*

# [ THRIVE ]

*Creating Positive Healthcare and Social Service Outcomes*

We appreciate the opportunity to be of service to the WSHD and look forward to working with you on this interesting and challenging project. If this agreement is consistent with your understanding and acceptable to you, please sign this agreement and return it to me while retaining a copy for your files. If you have any questions or concerns, please do not hesitate to contact me at 239-250-1202.

Sincerely,



William Franz  
President  
THRIVE

## **Winnie Stowell Hospital District**

Authorized: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# **Exhibit ‘B-1’**

**Winnie-Stowell Hospital District**  
**Balance Sheet**  
As of July 31, 2021

	Jul 31, 21
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
100 Prosperity Bank -Checking	359,885.88
102 Prosperity Bank - CD#0447	109,622.49
104b Allegiance Bank -CD#6434	6,009,554.47
105 TexStar	690,447.41
108 Allegiance Bank NH Combined	2,426,790.41
109 First Financial Bank	
109b FFB #4846 DACA	13,746,173.13
<b>Total 109 First Financial Bank</b>	<b>13,746,173.13</b>
<b>Total Checking/Savings</b>	<b>23,342,473.79</b>
<b>Other Current Assets</b>	
110 Sales Tax Receivable	142,755.43
114 Accounts Receivable NH	29,598,324.27
117 NH - QIPP Prog Receivable	11,004,527.95
118 Prepaid Expense	33,989.65
119 Prepaid IGT	13,511,451.14
<b>Total Other Current Assets</b>	<b>54,291,048.44</b>
<b>Total Current Assets</b>	<b>77,633,522.23</b>
<b>Fixed Assets</b>	
120 Equipment	140,654.96
121 Office Building	155,897.63
125 Accumulated Depreciation	-140,654.64
<b>Total Fixed Assets</b>	<b>155,897.95</b>
<b>TOTAL ASSETS</b>	<b>77,789,420.18</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
190 NH Payables Combined	2,426,710.41
201 NHP Accounts Payable	3,370,318.32
210.18 Loan Payable 18 QIPP 4	5,609,296.00
210.19 Loan Payable 19 QIPP 5	11,786,158.80
210.50 Allegiance Bk Ln 5 QIPP4	5,609,295.47
225 FUTA Tax Payable	112.00
230 SUTA Tax Payable	251.31
235 Payroll Liabilities	494.85
240 Accounts Payable NH	24,723,140.64
<b>Total Other Current Liabilities</b>	<b>53,525,777.80</b>
<b>Total Current Liabilities</b>	<b>53,525,777.80</b>
<b>Total Liabilities</b>	<b>53,525,777.80</b>
<b>Equity</b>	
300 Net Assets, Capital, net of	155,897.63
310 Net Assets-Unrestricted	19,766,358.13
Net Income	4,341,386.62
<b>Total Equity</b>	<b>24,263,642.38</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>77,789,420.18</b>

**Winnie-Stowell Hospital District**  
**Profit & Loss Budget vs. Actual**  
**January through July 2021**

	Jan - Jul 21	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
400 Sales Tax Revenue	365,189.99	650,000.00	-284,810.01	56.2%
405 Investment Income	10,318.15	46,000.00	-35,681.85	22.4%
409 Tobacco Settlement	12,313.73	13,200.00	-886.27	93.3%
415 Nursing Home - QIPP Program	28,586,560.38	49,379,998.72	-20,793,438.34	57.9%
<b>Total Income</b>	<b>28,974,382.25</b>	<b>50,089,198.72</b>	<b>-21,114,816.47</b>	<b>57.8%</b>
<b>Gross Profit</b>	<b>28,974,382.25</b>	<b>50,089,198.72</b>	<b>-21,114,816.47</b>	<b>57.8%</b>
<b>Expense</b>				
500 Admin-Administrative Salary	36,166.69	63,000.00	-26,833.31	57.4%
502 Admin-Administrative Assnt	5,314.50			
504 Admin-Administrative PR Tax	4,006.83	5,500.00	-1,493.17	72.9%
505 Admin-Board Bonds	0.00	250.00	-250.00	0.0%
515 Admin-Bank Service Charges	0.00	360.00	-360.00	0.0%
521 Professional Fees - Acctng	11,906.25	25,000.00	-13,093.75	47.6%
522 Professional Fees-Auditing	0.00	25,000.00	-25,000.00	0.0%
523 Professional Fees - Legal	7,000.00	25,000.00	-18,000.00	28.0%
550 Admin-D&O / Liability Ins.	11,863.75	9,601.04	2,262.71	123.6%
560 Admin-Cont Ed, Travel	3,187.00	5,000.00	-1,813.00	63.7%
561 Admin-Cont Ed-Medical Pers.	1,050.98	5,000.00	-3,949.02	21.0%
562 Admin-Travel&Mileage Reimb.	1,857.94	1,500.00	357.94	123.9%
569 Admin-Meals	486.88	1,000.00	-513.12	48.7%
570 Admin-District/County Prom	60.94	2,500.00	-2,439.06	2.4%
571 Admin-Office Supp. & Exp.	4,932.58	4,500.00	432.58	109.6%
572 Admin-Web Site	510.00	1,000.00	-490.00	51.0%
573 Admin-Copier Lease/Contract	2,027.05	2,776.00	-748.95	73.0%
575 Admin-Cell Phone Reimburse	1,050.00	1,800.00	-750.00	58.3%
576 Admin-Telephone/Internet	1,566.25	3,000.00	-1,433.75	52.2%
590 Admin-Election Cost	0.00	0.00	0.00	0.0%
591 Admin-Notices & Fees	1,112.00	2,600.00	-1,488.00	42.8%
592 Admin Office Rent	2,380.00	4,080.00	-1,700.00	58.3%
593 Admin-Utilities	2,065.89	3,600.00	-1,534.11	57.4%
594 Admin-Casualty & Windstorm	2,077.52	2,060.00	17.52	100.9%
597 Admin-Flood Insurance	1,431.00	1,282.00	149.00	111.6%
598 Admin-Building Maintenance	2,829.00	6,000.00	-3,171.00	47.2%
600 East Chambers ISD Partnersh	105,000.00	180,000.00	-75,000.00	58.3%
601 IC-Pmt to Hosp (Indigent)	482,620.58	550,330.00	-67,709.42	87.7%
602 IC-WCH 1115 Waiver Prog	25,956.05	75,000.00	-49,043.95	34.6%
603a IC-Pharmaceutical Costs	19,188.91	60,000.00	-40,811.09	32.0%
604a IC-Non Hosp Cost-Other	1,447.51	5,000.00	-3,552.49	29.0%
604b IC-Non Hosp Costs UTMB	73,792.50	200,000.00	-126,207.50	36.9%
605 IC-Office Supplies/Postage	168.00	500.00	-332.00	33.6%
606 IC-Emergency Rm Pmt	214.32			
607 WSHD Non-Hospital - Grants	22,139.71	223,000.00	-200,860.29	9.9%
608 IC-Non Hosp Costs-Specl Pro	1,245.00	25,000.00	-23,755.00	5.0%
611 IC-Indigent Care Dir Salary	30,333.31	52,000.00	-21,666.69	58.3%
612 IC-Payroll Taxes -Ind Care	2,127.57	4,000.00	-1,872.43	53.2%
615 IC-Software	7,763.00	13,308.00	-5,545.00	58.3%
616 IC-Travel	370.83	700.00	-329.17	53.0%
617 Youth Programs	6,015.00	6,300.00	-285.00	95.5%

**Winnie-Stowell Hospital District**  
**Profit & Loss Budget vs. Actual**  
 January through July 2021

	Jan - Jul 21	Budget	\$ Over Budget	% of Budget
629 - Property Acquisition	0.00	150,000.00	-150,000.00	0.0%
630 NH Program-Mgt Fees	7,243,448.59	12,647,841.68	-5,404,393.09	57.3%
631 NH Program-IGT	13,521,772.73	24,084,314.36	-10,562,541.63	56.1%
632 NH Program-Telehealth Fees	93,190.37	219,941.65	-126,751.28	42.4%
633 NH Program-Acctg Fees	0.00	35,000.00	-35,000.00	0.0%
634 NH Program-Legal Fees	109,863.76	220,000.00	-110,136.24	49.9%
635 NH Program-LTC Fees	1,050,000.00	1,872,000.00	-822,000.00	56.1%
636 NH Program-Bonds	0.00			
637 NH Program-Interest Expense	1,714,115.95	2,868,496.00	-1,154,380.05	59.8%
638 NH Program-Bank Fees & Misc	163.89	300.00	-136.11	54.6%
639 NH Program-Appraisal	17,175.00	7,500.00	9,675.00	229.0%
640 Nursing Home Oper. Expenses	0.00	0.00	0.00	0.0%
641 NH-Not On My Watch	0.00	0.00	0.00	0.0%
653 Service Fee	0.00	100.00	-100.00	0.0%
Payroll Expenses	0.00			
<b>Total Expense</b>	<b>24,632,995.63</b>	<b>43,702,040.73</b>	<b>-19,069,045.10</b>	<b>56.4%</b>
<b>Net Income</b>	<b>4,341,386.62</b>	<b>6,387,157.99</b>	<b>-2,045,771.37</b>	<b>68.0%</b>



# **EXHIBIT “B-2”**

**WSHD Treasurer's Report**

Reporting Date: <b>Wednesday, August 18, 2021</b>				
<b>Pending Expenses</b>	<b>For</b>	<b>Amount</b>	<b>Funds Summary</b>	<b>Totals</b>
Brookshire Brothers	Indigent Care	\$1,130.54	Prosperity Operating (Unrestricted)	\$396,882.92
Wilcox Pharmacy	Indigent Care	\$961.00	First Financial (Restricted)	\$6,773,021.53
UTMB at Galveston	Indigent Care	\$13,114.35	First Financial	\$4,593,333.90
UTMB Faculty Group	Indigent Care	\$1,820.01	Prosperity CD	\$109,622.49
Barrier Reef Emergency Physician	Indigent Care	\$118.78	TexStar	\$690,441.52
Indigent Healthcare Solutions	IC Inv #72257	\$1,109.00	Allegiance Bank LOC (Available)	\$1,530,285.69
American Education Services	S Stern-Student Loan	\$150.14	Cash Position (Less First Financial Restricted)	<b>\$7,320,566.52</b>
Nicki Holtzman	Youth Counseling	\$340.00	Pending Expenses	\$65,890.92
Kalos Counseling (Benjamin Odom)	Youth Counseling	\$510.00	Ending Balance (Less expenses)	<b>\$7,254,675.60</b>
Penelope (Polly) Butler	Youth Counseling	\$425.00	Total Funds (Ending Balance+LOC Outstanding+QIPP)	<b>\$8,784,961.29</b>
Chambers Cty PHD#1	IC Dental	\$320.00	<b>Last Month</b>	
Benckenstein & Oxford	Inv #50174	\$21,275.00	Prosperity Operating (Unrestricted)	\$415,422.56
Hubert Oxford	Legal Retainer	\$1,000.00	First Financial (Restricted)	\$8,816,355.98
David Sticker	Inv #58	\$1,781.25	First Financial (Unrestricted)	\$4,085,616.60
Technology Solutions of Tx	Inv #1617	\$75.00	Prosperity CD	\$109,622.49
Bonds & Ellis (Clay Taylor)	Inv #12833 (In re Abri)	\$18,308.30	TexStar	\$690,441.52
Philadelphia Ins Co (D&O renewal)	Inv #2003346484	\$10.00	Allegiance Bank LOC (Available)	\$400,259.00
Felipe Ojedia-Yard Service	Inv #1015	\$300.00	Cash Position (Less Interbank Restricted)	<b>\$5,701,362.17</b>
Graciela Chavez-Office Cleaning	Inv #8018599	\$100.00	Pending Expenses	(\$46,162.79)
Gaudet Solutions	Youth-Irlen	\$1,900.00	Ending Balance (Less expenses)	<b>\$5,655,199.38</b>
Benckenstein & Oxford-Reimbursement for Hotel	Acct#38305	\$946.05	Total Funds (Ending Balance+LOC Outstanding+QIPP)	<b>\$12,242,686.21</b>
Benckenstein & Oxford-Reimbursement	Office Supplies	\$196.50		
<b>Total Pending Expenses</b>		<b>\$65,890.92</b>		

<b>First Financial Bank Reconciliations</b>					
	<b>Balances</b>	<b>Total Due</b>	<b>Balance Received</b>	<b>Balance Due</b>	<b>Due to District</b>
<b>FFB Balance July 26</b>	\$11,366,355.43				
	<b>\$11,366,355.43</b>				
<b>IGT 8, QIPP Year 4 (Public Only)</b>					
Component 1-March (3rd Quarter)	\$1,741,882.60	\$1,741,882.60	\$1,741,882.60	\$0.00	\$1,741,882.60
Component 1-April (3rd Quarter)	\$1,708,705.03	\$1,708,705.03	\$1,708,705.03	\$0.00	\$1,708,705.03
Component 1-May (3rd Quarter)	\$1,698,629.79	\$1,698,629.79	\$1,698,629.79	\$0.00	\$1,698,629.79
Component 1-June (4th Quarter)	\$877,134.89	\$1,584,803.21	\$877,134.89	\$0.00	\$1,584,803.16
<b>Total Component 1, IGT 8</b>	<b>\$6,026,352.31</b>	<b>\$6,734,020.63</b>	<b>\$6,026,352.31</b>	<b>\$0.00</b>	<b>\$6,734,020.58</b>
<b>Loan 18 Set Aside (Salt Creek &amp; Allegiance)</b>					
Loan 18 Payment-March (3rd Quarter)	\$1,741,882.60	\$1,741,882.60	\$1,741,882.60	\$0.00	\$1,741,882.60
Loan 18 Payment-April (3rd Quarter)	\$1,708,705.03	\$1,708,705.03	\$1,708,705.03	\$0.00	\$1,708,705.03
Loan 18 Payment-May (3rd Quarter)	\$1,698,629.79	\$1,698,629.79	\$1,698,629.79	\$0.00	\$1,698,629.79
Loan 18 Payment-June (4th Quarter)	\$877,134.89	\$1,584,803.21	\$877,134.89	\$0.00	\$1,584,803.16
<b>Total Loan 18 Set Aside</b>	<b>\$6,026,352.31</b>	<b>\$6,734,020.63</b>	<b>\$6,026,352.31</b>	<b>\$0.00</b>	<b>\$6,734,020.58</b>
<b>Component 2 (Public &amp; Private)</b>					
Y4/Q3-Comp. 2-May due to MGRs.	\$0.00	\$312,119.75	\$312,119.75	\$0.00	\$129,434.06
Y4/Q4-Comp. 2-June due to MGRs.	\$161,769.39	\$292,263.75	\$161,769.31	\$130,494.44	\$119,506.07
Y4/Q4-Comp. 2-July due to MGRs.	\$0.00				
<b>Total Component 2 due to MGRs.</b>	<b>\$161,769.39</b>	<b>\$604,383.50</b>	<b>\$473,889.06</b>	<b>\$130,494.44</b>	<b>\$248,940.13</b>
<b>Component 3 (Public &amp; Private)</b>					
Y4/Q3-Comp. 3-May due to MGRs.	\$0.00	\$727,821.28	\$727,821.28	\$0.00	\$363,910.64
Y4/Q4-Comp. 3-June, July, & Aug. due to MGRs.	-				
<b>Total Component 3 due to MGRs</b>	<b>\$0.00</b>	<b>\$727,821.28</b>	<b>\$727,821.28</b>	<b>\$0.00</b>	<b>\$363,910.64</b>
<b>Component 4 &amp; Lapse Funds (Public Only)</b>					
Component 4/Q3 due to MGRs (March-May 2021)	\$0.00	\$2,330,017.55	\$1,471,150.26	\$858,867.29	\$1,165,008.78
Component Y4/Q4 due to MGRs (June-Aug. 2020)					
<b>Total Component 4 due to MGRs</b>	<b>\$0.00</b>	<b>\$2,330,017.55</b>	<b>\$1,471,150.26</b>	<b>\$858,867.29</b>	<b>\$1,165,008.78</b>

*Component 3 payments are: 1) going to be paid quarterly; and 2) going to be based on true achievement rates. For the last year, the State has been assigning 100%.*

<b>Variance Payments (Deducted from Payments Received)</b>					
Variance Payment for Qtr 3 May. 2021	\$0.00	(\$2,139.10)	\$0.00	(\$2,139.10)	(\$1,069.55)
Variance Payment for Qtr 3 Comp 4	\$0.00	(\$4,877.84)	(\$2,631.81)	(\$4,877.84)	(\$2,438.92)
Variance Payment for June. 2021	\$0.00	(\$5,261.66)	\$0.00	(\$5,261.66)	(\$2,630.83)
<b>Total Variance Payment</b>	<b>\$0.00</b>	<b>(\$12,278.60)</b>	<b>(\$2,631.81)</b>	<b>(\$12,278.60)</b>	<b>(\$6,139.30)</b>
<b>Non-QIPP Funds due to NHs</b>	<b>\$0.00</b>				
<b>Line of Credit</b>					
Payment 1-Line of Credit	\$1,584,803.21	Pay when funds are received.			
Payment 2-Line of Credit	\$0.00				
<b>Interest Reserves</b>					
Reserve Ln 18	\$78,530.14				
Reserve Ln 19	\$495,018.66				
Allegiance Interest (Aug.)	\$11,351.03				
<b>Total Reserves</b>	<b>\$584,899.83</b>				
<b>Restricted</b>	<b>\$6,773,021.53</b>				
<b>Unrestricted</b>	<b>\$4,593,333.90</b>				
<b>Total Funds</b>	<b>\$11,366,355.43</b>	<b>\$10,396,242.96</b>	<b>\$8,699,212.91</b>	<b>\$989,361.73</b>	<b>\$8,511,880.13</b>
					<b>District's Comp. 2-4 Funds Received</b>
					<b>\$799,486.19</b>
					<b>District's Comp. 2-4 Funds Outstanding</b>
					<b>\$978,373.36</b>
					<b>Comp. 2-4 District's Share</b>
					<b>\$1,777,859.55</b>

<b>11 Month Outstanding Short Term Revenue Note-Loan 18 (Dec. 1, 2020-Nov. 1, 2020)</b>					
<b>Loan 18-Principle</b>	\$5,609,295.47	<b>Reserve</b>		\$471,180.84	
<b>Interest</b>	16.80%				
<b>Amortization Table</b>					
	<b>Date</b>	<b>Balance</b>	<b>Interest</b>	<b>Principal Rcvd.</b>	<b>Payment</b>
1	12/30/2020	\$5,609,295.47	\$78,530.14	\$0.00	\$78,530.14
2	1/31/2021	\$5,609,295.47	\$78,530.14	\$0.00	\$78,530.14
3	2/28/2021	\$5,609,295.47	\$78,530.14	\$0.00	\$78,530.14
4	3/31/2021	\$5,609,295.47	\$78,530.14	\$0.00	\$78,530.14
5-(Mar. 2021, Comp. 1)	4/30/2021	\$5,609,295.47	\$78,530.14	\$1,741,882.60	\$1,820,412.74
6-(Apr. 2021, Comp. 1)	5/31/2021	\$5,609,295.47	\$78,530.14	\$1,708,705.03	\$1,787,235.17
7-(May 2021, Comp. 1)	6/30/2021	\$5,609,295.47	\$78,530.14	\$1,698,629.79	\$1,777,159.93
8-(June 2021, Comp. 1)	7/31/2021	\$5,609,295.47	\$78,530.14	\$460,078.05	\$538,608.19
9 (July 2021, Comp. 1)	8/31/2021	\$0.00	\$78,530.14	\$0.00	\$78,530.14
10 (Aug. 2021, Comp. 1)	9/30/2021	\$0.00	\$78,530.14	\$0.00	\$78,530.14
11	10/31/2021	\$0.00	\$78,530.14	\$0.00	\$78,530.14
<b>Amount Paid</b>		\$0.00	<b>\$863,831.54</b>	<b>\$5,609,295.47</b>	<b>\$6,473,127.01</b>
<b>Amount Due: October 31, 2021</b>			<b>\$863,831.54</b>	<b>\$5,609,295.47</b>	<b>\$6,473,127.01</b>
<b>Amount Remaining</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>11 Month Outstanding Short Term Revenue Note-Loan 19 (June 1, 2021-Apr. 30, 2022)</b>					
<b>Loan 19-Principle</b>	\$11,786,158.80	<b>Reserve</b>		\$825,031.10	
<b>Interest</b>	16.80%				
<b>Amortization Table</b>					
	<b>Date</b>	<b>Balance</b>	<b>Interest</b>	<b>Principal Rcvd.</b>	<b>Payment</b>
1	6/30/2021	\$11,786,158.80	\$165,006.22	\$0.00	\$165,006.22
2	7/31/2021	\$11,786,158.80	\$165,006.22	\$0.00	\$165,006.22
3	8/28/2021	\$11,786,158.80	\$165,006.22	\$0.00	\$165,006.22
4	9/30/2021	\$11,786,158.80	\$165,006.22	\$0.00	\$165,006.22
5-(Sept. 2021, Comp. 1)	10/31/2021	\$11,786,158.80	\$165,006.22	\$1,816,861.30	\$1,981,867.52
6-(Oct. 2021, Comp. 1)	11/30/2021	\$11,786,158.80	\$165,006.22	\$1,846,844.61	\$2,011,850.83
7-(Nov. 2021, Comp. 1)	12/31/2021	\$11,786,158.80	\$165,006.22	\$1,796,855.25	\$1,961,861.47
8-(Dec. 2021, Comp. 1)	1/31/2022	\$11,786,158.80	\$165,006.22	\$2,005,406.93	\$2,170,413.15
9 (Jan. 2021, Comp. 1)	2/28/2022	\$0.00	\$165,006.22	\$1,999,051.99	\$2,164,058.21
10 (Feb. 2021, Comp. 1)	3/31/2022	\$0.00	\$165,006.22	\$1,966,884.41	\$2,131,890.63
Reserve		\$11,786,158.80	\$0.00	\$354,254.31	\$354,254.31
11	4/30/2022	\$0.00	\$165,006.22	\$0.00	\$165,006.22
<b>Amount Paid</b>		\$0.00	<b>\$1,815,068.42</b>	<b>\$11,786,158.80</b>	<b>\$13,601,227.22</b>
<b>Amount Due: October 31, 2021</b>			<b>\$1,815,068.42</b>	<b>\$11,786,158.80</b>	<b>\$13,601,227.22</b>
<b>Amount Remaining</b>			<b>\$495,018.66</b>	<b>\$0.00</b>	<b>\$0.00</b>

Allegiance Bank Line of Credit						
<b>Principle (IGT 8)</b>	\$5,609,295.47	<b>Principle Balance Owed</b>	\$4,484,570.36			
<b>Interest Rate:</b>	2.35%	<b>LOC Funds Available</b>	\$1,530,285.69			
	<b>Date</b>	<b>Balance</b>	<b>Interest</b>	<b>Principal Rcvd.</b>	<b>Payment</b>	
1	1/10/2021	Interest Payment	\$12,803.16	\$0.00	\$12,803.16	
2	2/10/2021	Interest Payment	\$11,351.04	\$0.00	\$11,351.04	
3	3/10/2021	Interest Payment	\$10,721.78	\$0.00	\$10,721.78	
4	4/10/2021	Interest Payment	\$11,351.03	\$0.00	\$11,351.03	
5-(Mar. 2021, Comp. 1)	5/10/2021	Interest Payment	\$10,984.87	\$0.00	\$10,984.87	
6-(Apr. 2021, Comp. 1)	6/10/2021	Interest Payment	\$11,351.04	\$0.00	\$11,351.04	
<b>7-(May 2021, Comp. 1)</b>	7/12/2021	Interest Payment	\$10,984.87	\$0.00	\$10,984.87	
8-(June 2020, Comp. 1)	8/6/2021	Principle Payment		\$1,124,725.11	\$1,124,725.11	
9-(July. 2020, Comp. 1)	8/10/2021	Interest Payment	\$11,351.03	\$1,584,803.21	\$1,596,154.24	
10-(August 2021, Comp. 1)	9/10/2021	Interest Payment	\$8,781.35	\$1,867,046.53	\$1,875,827.88	
<b>Amount Paid</b>	9/30/2020	\$0.00	<b>\$99,680.17</b>	<b>\$4,576,574.85</b>	<b>\$4,676,255.02</b>	
<b>Amount Remaining</b>				<b>\$1,032,720.62</b>		

District's Investments					
	Amount	Percentage	From	To	Interest
*CD at Allegiance Bank C.D. #9503	\$6,014,856.05	0.35%	7/1/2021	8/10/2021	Paid Quarterly \$5,301.58 Pd Aug 10
CD at Prosperity (Qtr.) C.D. #0447	\$109,622.49	0.4000%	7/1/2021	7/31/2021	Paid Quarterly \$106.82 May 27
Texstar C.D. #1110	\$690,441.52	0.0100%	7/1/2021	7/31/2021	Paid \$5.89 July 2021

TO THE BEST OF MY KNOWLEDGE, THESE

\_\_\_\_\_  
Edward Murrell,  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert "Bobby" Way  
Treasurer/Investment Officer

\_\_\_\_\_  
Date

Italics are Estimated amounts

# **EXHIBIT “B-3”**

**Winnie-Stowell Hospital District**  
**Bank Accounts Register**  
**July 28 through August 31, 2021**

<i>Type</i>	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Memo</i>	<i>Clr</i>	<i>Amount</i>	<i>Balance</i>
<b>100 Prosperity Bank -Checking</b>							415,422.56
Check	07/28/2021	3286	Brookshire Brothers	IC RX's June 2021	*	(1,361.79)	414,060.77
Check	07/28/2021	3287	Wilcox Pharmacy	IC RX's May & June 2021	*	(1,672.73)	412,388.04
Check	07/28/2021	3288	UTMB at Galveston	IC Batch Date 6/1/2021	*	(14,495.22)	397,892.82
Check	07/28/2021	3289	UTMB Faculty Grou...	IC Batch Date 6/1/2021	*	(3,491.15)	394,401.67
Check	07/28/2021	3290	Indigent Healthcare ...	Inv #72098	*	(1,109.00)	393,292.67
Check	07/28/2021	3291	American Education ...	92 5529 5461 S Stern	*	(150.14)	393,142.53
Check	07/28/2021	3292	Nicki Holtzman MS, ...	YC Batch Date 6/1/2021	*	(765.00)	392,377.53
Check	07/28/2021	3293	Kalos Counseling	YC Batch Date 6/1/2021	*	(255.00)	392,122.53
Check	07/28/2021	3294	Chambers Cty PHD ...	IC SP Dental Batch Date 6/1/2021	*	(210.00)	391,912.53
Check	07/28/2021	3296	Hubert Oxford	Legal Retainer	*	(1,000.00)	390,912.53
Check	07/28/2021	3297	David Sticker	Inv #57	*	(1,312.50)	389,600.03
Check	07/28/2021	3298	Technology Solution...	Inv #1603	*	(75.00)	389,525.03
Check	07/28/2021	3299	Felipe Ojeda	Inv #1014	*	(300.00)	389,225.03
Check	07/28/2021	3300	Graciela Chavez	Inv #8018598	*	(100.00)	389,125.03
Check	07/28/2021	3302	Function 4	3A0064 Inv #871450	*	(249.84)	388,875.19
Check	07/28/2021	3301	Bonds Ellis Eppich S...	Inv #12504 (Abri Meditation)	*	(4,787.50)	384,087.69
Check	07/28/2021	3303	Barrier Reef Emergen...	IC Batch Date 6/1/2021	*	(214.32)	383,873.37
Check	07/28/2021	3304	Dr. June Stansky, Op...	IC SP Vision Batch Date 6/1/2021	*	(240.00)	383,633.37
Check	07/28/2021	3305	\$25 Optical	IC SP Vision Batch Date 6/1/2021	*	(175.00)	383,458.37
Check	07/28/2021	3307	Anthony Stramecki	Travel Reimbursement	*	(291.20)	383,167.17
Check	07/28/2021	3306	Kasey Vratiss	Travel Reimbursement	*	(291.20)	382,875.97
Check	07/28/2021	3308	Bobby Way	Travel Reimbursement	*	(291.20)	382,584.77
Check	07/28/2021	3295	Benckenstein & Oxfo...	Inv # 50155 (April 2021)	X	(13,325.00)	369,259.77
Liability ...	07/29/2021		QuickBooks Payroll ...	Created by Payroll Service on 07/28/...	X	(9,095.12)	360,164.65
Paycheck	07/30/2021	DD1...	Norris, Sherrie	Direct Deposit	X		360,164.65
Paycheck	07/30/2021	DD1...	Ojeda, Patricia	Direct Deposit	X		360,164.65
Paycheck	07/30/2021	DD1...	Osburn, Jessica L	Direct Deposit	X		360,164.65
Check	07/30/2021		Texas Workforce Co...	ACH, Withdrawal, Processed	X	(226.29)	359,938.36
Check	07/30/2021		Texas Workforce Co...	ACH, Withdrawal, Processed	X	(86.79)	359,851.57
Deposit	07/31/2021			Deposit, Processed	X	34.31	359,885.88
Check	08/10/2021		Allegiance Bank	ACH, Withdrawal, Processed	M	(11,351.03)	348,534.85
Check	08/10/2021		IRS	ACH, Withdrawal, Processed	M	(2,930.20)	345,604.65
Check	08/10/2021		Entergy	ACH, Withdrawal, Processed	M	(166.37)	345,438.28
Check	08/11/2021	9950...	Trinity Bay Conserva...	Draft, Withdrawal, Processed	M	(62.16)	345,376.12
Check	08/12/2021	9950...	ECISD	Draft, Withdrawal, Processed	M	(15,000.00)	330,376.12
Check	08/12/2021	9950...	Riceland Medical Ce...	Draft, Withdrawal, Processed	M	(340.00)	330,036.12
Deposit	08/13/2021		Tx Comptroller	Deposit		66,844.80	396,880.92
Check	08/18/2021		Brookshire Brothers	IC RXs July 2021		(1,130.54)	395,750.38
Check	08/18/2021		Wilcox Pharmacy	IC RXs July 2021		(961.00)	394,789.38
Check	08/18/2021		UTMB at Galveston	IC Batch Date 07.01-07/31.2021		(13,114.35)	381,675.03
Check	08/18/2021		UTMB Faculty Grou...	IC Batch Date 07.01-07/31.2021		(1,820.01)	379,855.02
Check	08/18/2021		Barrier Reef Emergen...	IC Batch Date 07.01.2021		(118.78)	379,736.24
Check	08/18/2021		Indigent Healthcare ...	Inv #72257		(1,109.00)	378,627.24
Check	08/18/2021		American Education ...	92 5529 5461 S Stern		(150.14)	378,477.10
Check	08/18/2021		Nicki Holtzman MS, ...	YC Batch Date 07.02.2021		(340.00)	378,137.10
Check	08/18/2021		Kalos Counseling	YC Batch Date 07.02.2021 (Odom)		(510.00)	377,627.10
Check	08/18/2021		Penelope S Butler, M...	YC Batch Date 06.02-07.02.2021		(425.00)	377,202.10
Check	08/18/2021		Chambers Cty PHD ...	IC SP Batch Date 07.08.2021		(320.00)	376,882.10
Check	08/18/2021		Benckenstein & Oxfo...	Inv #50174		(21,275.00)	355,607.10
Check	08/18/2021		Hubert Oxford	Legal Retainer		(1,000.00)	354,607.10
Check	08/18/2021		David Sticker	Inv #58		(1,781.25)	352,825.85
Check	08/18/2021		Technology Solution...	Inv #1617		(75.00)	352,750.85
Check	08/18/2021		Bonds Ellis Eppich S...	Inv #12833 (In re Abri)		(18,303.30)	334,447.55
Check	08/18/2021		Philadelphia Insuran...	Inv #2003346484 - Fee		(10.00)	334,437.55
Check	08/18/2021		Felipe Ojeda	Inv #1015		(300.00)	334,137.55
Check	08/18/2021		Graciela Chavez	Inv #8018599		(100.00)	334,037.55
Check	08/18/2021		Gaudet Solutions	Youth-Irlen Program		(1,900.00)	332,137.55
Check	08/18/2021		Benckenstein & Oxfo...	Reimbursement Hotel-THA Conf		(948.05)	331,189.50
Check	08/18/2021		Benckenstein & Oxfo...	Reimbursement - WSHD Office Sup...		(196.50)	330,993.00
Check	08/25/2021		Prosperity Bank (CC)			(4,905.76)	326,087.24
<b>Total 100 Prosperity Bank -Checking</b>						<b>(89,335.32)</b>	<b>326,087.24</b>

**Winnie-Stowell Hospital District**  
**Bank Accounts Register**  
**July 28 through August 31, 2021**

<i>Type</i>	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Memo</i>	<i>Clr</i>	<i>Amount</i>	<i>Balance</i>
<b>109 First Financial Bank</b>							12,901,972.58
<b>109b FFB #4846 DACA</b>							12,901,972.58
Check	07/28/2021			Transfer to DDA Acct No. 1110214...	X	529,991.01	13,431,963.59
Check	07/29/2021			Transfer to DDA Acct No. 1110214...	X	567,754.90	13,999,718.49
Check	07/30/2021			ACH PaymenWSHD AB NH Holdi...	X	(10,009.00)	13,989,709.49
Check	07/30/2021		Salt Creek Capital LLC	ACH PaymenSalt Creek CapitCCD ...	X	(78,530.14)	13,911,179.35
Check	07/30/2021		Salt Creek Capital LLC	ACH PaymenSalt Creek CapitCCD ...	X	(165,006.22)	13,746,173.13
Check	08/02/2021			Transfer to DDA Acct No. 1110214...		184,556.59	13,930,729.72
Check	08/03/2021			Transfer to DDA Acct No. 1110214...		451,500.91	14,382,230.63
Check	08/06/2021			ACH PaymenWSHD AB NH Holdi...	M	(36,935.00)	14,345,295.63
Check	08/06/2021		LTC Group	ACH PaymenLTC Group CCD 1611...	M	(150,000.00)	14,195,295.63
Check	08/06/2021			ACH PaymenAB LOC 0154 CCD 1...	M	(1,124,725.11)	13,070,570.52
Check	08/11/2021			ACH PaymenWSHD AB NH Holdi...	M	(1,704,215.09)	11,366,355.43
Total 109b FFB #4846 DACA						(1,535,617.15)	11,366,355.43
Total 109 First Financial Bank						(1,535,617.15)	11,366,355.43
<b>TOTAL</b>						<b>(1,624,952.47)</b>	<b>11,692,442.67</b>

**Winnie-Stowell Hospital District**  
**Check Listing by Bank Account**  
**July 28 through August 31, 2021**

08/18/21

Accrual Basis

Type	Date	Num	Name	Memo	Clr	Amount
<b>100 Prosperity Bank -Checking</b>						
Check	07/28/2021	3286	Brookshire Brothers	IC RX's June 2021	*	-1,361.79
Check	07/28/2021	3287	Wilcox Pharmacy	IC RX's May & June 2...	*	-1,672.73
Check	07/28/2021	3288	UTMB at Galveston	IC Batch Date 6/1/2021	*	-14,495.22
Check	07/28/2021	3289	UTMB Faculty Group Practice	IC Batch Date 6/1/2021	*	-3,491.15
Check	07/28/2021	3290	Indigent Healthcare Solutions, LTD	Inv #72098	*	-1,109.00
Check	07/28/2021	3291	American Education Services	92 5529 5461 S Stern	*	-150.14
Check	07/28/2021	3292	Nicki Holtzman MS, LPC	YC Batch Date 6/1/2021	*	-765.00
Check	07/28/2021	3293	Kalos Counseling	YC Batch Date 6/1/2021	*	-255.00
Check	07/28/2021	3294	Chambers Cty PHD #1 (Dental)	IC SP Dental Batch D...	*	-210.00
Check	07/28/2021	3296	Hubert Oxford	Legal Retainer	*	-1,000.00
Check	07/28/2021	3297	David Sticker	Inv #57	*	-1,312.50
Check	07/28/2021	3298	Technology Solutions of Texas, LLC	Inv #1603	*	-75.00
Check	07/28/2021	3299	Felipe Ojeda	Inv #1014	*	-300.00
Check	07/28/2021	3300	Graciela Chavez	Inv #8018598	*	-100.00
Check	07/28/2021	3302	Function 4	3A0064 Inv #871450	*	-249.84
Check	07/28/2021	3301	Bonds Ellis Eppich Schafer Jones LLP	Inv #12504 (Abri Medit...	*	-4,787.50
Check	07/28/2021	3303	Barrier Reef Emergency Physican	IC Batch Date 6/1/2021	*	-214.32
Check	07/28/2021	3304	Dr. June Stansky, Optometrist	IC SP Vision Batch Da...	*	-240.00
Check	07/28/2021	3305	\$25 Optical	IC SP Vision Batch Da...	*	-175.00
Check	07/28/2021	3307	Anthony Stramecki	Travel Reimbursement	*	-291.20
Check	07/28/2021	3306	Kasey Vratiss	Travel Reimbursement	*	-291.20
Check	07/28/2021	3308	Bobby Way	Travel Reimbursement	*	-291.20
Check	07/28/2021	3295	Benckenstein & Oxford	Inv # 50155 (April 2021)	X	-13,325.00
Liability Ch...	07/29/2021		QuickBooks Payroll Service	Created by Payroll Ser...	X	-9,095.12
Paycheck	07/30/2021	DD1221	Norris, Sherrie	Direct Deposit	X	0.00
Paycheck	07/30/2021	DD1222	Ojeda, Patricia	Direct Deposit	X	0.00
Paycheck	07/30/2021	DD1223	Osburn, Jessica L	Direct Deposit	X	0.00
Check	07/30/2021		Texas Workforce Commission	ACH, Withdrawal, Pro...	X	-226.29
Check	07/30/2021		Texas Workforce Commission	ACH, Withdrawal, Pro...	X	-86.79
Check	08/10/2021		Allegiance Bank	ACH, Withdrawal, Pro...	M	-11,351.03
Check	08/10/2021		IRS	ACH, Withdrawal, Pro...	M	-2,930.20
Check	08/10/2021		Entergy	ACH, Withdrawal, Pro...	M	-166.37
Check	08/11/2021	995057	Trinity Bay Conservation District	Draft, Withdrawal, Pro...	M	-62.16
Check	08/12/2021	995053	ECISD	Draft, Withdrawal, Pro...	M	-15,000.00
Check	08/12/2021	995054	Riceland Medical Center	Draft, Withdrawal, Pro...	M	-340.00
Check	08/18/2021		Brookshire Brothers	IC RXs July 2021		-1,130.54
Check	08/18/2021		Wilcox Pharmacy	IC RXs July 2021		-961.00
Check	08/18/2021		UTMB at Galveston	IC Batch Date 07.01-0...		-13,114.35
Check	08/18/2021		UTMB Faculty Group Practice	IC Batch Date 07.01-0...		-1,820.01
Check	08/18/2021		Barrier Reef Emergency Physican	IC Batch Date 07.01.2...		-118.78
Check	08/18/2021		Indigent Healthcare Solutions, LTD	Inv #72257		-1,109.00
Check	08/18/2021		American Education Services	92 5529 5461 S Stern		-150.14
Check	08/18/2021		Nicki Holtzman MS, LPC	YC Batch Date 07.02....		-340.00
Check	08/18/2021		Kalos Counseling	YC Batch Date 07.02....		-510.00
Check	08/18/2021		Penelope S Butler, MS, LPC	YC Batch Date 06.02-...		-425.00
Check	08/18/2021		Chambers Cty PHD #1 (Dental)	IC SP Batch Date 07....		-320.00
Check	08/18/2021		Benckenstein & Oxford	Inv #50174		-21,275.00
Check	08/18/2021		Hubert Oxford	Legal Retainer		-1,000.00
Check	08/18/2021		David Sticker	Inv #58		-1,781.25
Check	08/18/2021		Technology Solutions of Texas, LLC	Inv #1617		-75.00
Check	08/18/2021		Bonds Ellis Eppich Schafer Jones LLP	Inv #12833 (In re Abri)		-18,303.30
Check	08/18/2021		Philadelphia Insurance Companies	Inv #2003346484 - Fee		-10.00
Check	08/18/2021		Felipe Ojeda	Inv #1015		-300.00
Check	08/18/2021		Graciela Chavez	Inv #8018599		-100.00
Check	08/18/2021		Gaudet Solutions	Youth-Irlen Program		-1,900.00
Check	08/18/2021		Benckenstein & Oxford	Reimbursement Hotel-...		-948.05
Check	08/18/2021		Benckenstein & Oxford	Reimbursement - WS...		-196.50
Check	08/25/2021		Prosperity Bank (CC)			-4,905.76
Total 100 Prosperity Bank -Checking						-156,214.43



**Winnie-Stowell Hospital District**  
**Check Listing by Bank Account**  
 July 28 through August 31, 2021

Type	Date	Num	Name	Memo	Clr	Amount
<b>109 First Financial Bank</b>						
<b>109b FFB #4846 DACA</b>						
Check	07/30/2021			ACH PaymenWSHD ...	X	-10,009.00
Check	07/30/2021		Salt Creek Capital LLC	ACH PaymenSalt Cre...	X	-78,530.14
Check	07/30/2021		Salt Creek Capital LLC	ACH PaymenSalt Cre...	X	-165,006.22
Check	08/06/2021			ACH PaymenWSHD ...	M	-36,935.00
Check	08/06/2021		LTC Group	ACH PaymenLTC Gro...	M	-150,000.00
Check	08/06/2021			ACH PaymenAB LOC ...	M	-1,124,725.11
Check	08/11/2021			ACH PaymenWSHD ...	M	-1,704,215.09
Total 109b FFB #4846 DACA						-3,269,420.56
Total 109 First Financial Bank						-3,269,420.56
<b>TOTAL</b>						<b>-3,425,634.99</b>

© IHS  
 Issued 08/12/21

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 07/04/21-07/04/21

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

Vendor #: 65460

GL #	Description	Amount
WSHD	Wshd	1,130.54
<b>Expenditures</b>		<b>1,130.54</b>
<b>Reimb/Adjustments</b>		
<b>Grand Total</b>		<b>1,130.54</b>

67 total invoices

**GL Totals Detail**  
**Invoice #**

GL #	Date in	Amt Billed	Amt Paid
1061*65460*29	07/15/2021	12.56	12.56
1096*65460*56	07/30/2021	15.31	15.31
1096*65460*57	07/30/2021	10.52	10.52
1096*65460*58	07/06/2021	11.97	11.97
1106*65460*23	07/15/2021	11.07	11.07
1114*65460*21	07/21/2021	11.31	11.31
1114*65460*22	07/06/2021	8.76	8.76
1116*65460*8	07/29/2021	14.64	14.64
1122*65460*37	07/13/2021	106.80	106.80
1122*65460*38	07/13/2021	9.30	0.00
1122*65460*39	07/13/2021	9.98	9.98
1122*65460*40	07/13/2021	10.12	10.12
1122*65460*41	07/13/2021	8.87	8.87
1128*65460*67	07/28/2021	9.36	9.36
1140*65460*41	07/19/2021	9.47	9.47
1151*65460*69	07/14/2021	10.15	10.15
1151*65460*70	07/05/2021	8.42	8.42
1151*65460*71	07/05/2021	8.46	8.46
1151*65460*72	07/14/2021	9.28	9.28
1165*65460*7	07/14/2021	39.35	39.35
1165*65460*8	07/14/2021	13.61	13.61
1165*65460*9	07/14/2021	11.01	11.01
1165*65460*10	07/08/2021	11.97	11.97
1165*65460*11	07/08/2021	10.28	10.28
1165*65460*12	07/08/2021	9.60	9.60
1166*65460*1	06/30/2021	14.12	14.12
1205*65460*10	07/30/2021	9.55	9.55
1205*65460*11	07/30/2021	11.01	11.01
1205*65460*12	07/30/2021	10.04	10.04
1214*65460*20	07/13/2021	9.45	9.45
1214*65460*21	07/13/2021	10.65	10.65
1214*65460*22	07/13/2021	8.75	8.75
1214*65460*23	07/13/2021	8.78	8.78
1214*65460*24	07/06/2021	12.00	12.00

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### GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 07/04/21-07/04/21

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

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1214*65460*25	WSHD	07/03/2021	13.95	13.95
1218*65460*1	WSHD	07/29/2021	9.27	9.27
1218*65460*2	WSHD	07/28/2021	15.31	15.31
1218*65460*3	WSHD	07/28/2021	11.01	11.01
1218*65460*4	WSHD	07/28/2021	11.84	11.84
1218*65460*5	WSHD	07/22/2021	29.94	29.94
1218*65460*6	WSHD	07/22/2021	10.49	10.49
1218*65460*7	WSHD	07/22/2021	20.30	20.30
1218*65460*8	WSHD	07/07/2021	9.28	9.28
1218*65460*9	WSHD	07/07/2021	11.01	11.01
1219*65460*3	WSHD	07/15/2021	12.59	12.59
2458*65460*50	WSHD	07/29/2021	231.77	231.77
2458*65460*51	WSHD	07/14/2021	9.29	0.00
2458*65460*52	WSHD	07/10/2021	9.28	9.28
2458*65460*53	WSHD	07/10/2021	25.25	25.25
2475*65460*19	WSHD	07/27/2021	19.89	19.89
2475*65460*20	WSHD	07/27/2021	10.14	10.14
2815*65460*88	WSHD	07/23/2021	19.05	19.05
2815*65460*89	WSHD	07/23/2021	13.58	13.58
2815*65460*90	WSHD	07/13/2021	8.98	8.98
2815*65460*91	WSHD	07/07/2021	10.64	10.64
2815*65460*92	WSHD	07/07/2021	10.17	10.17
2815*65460*93	WSHD	07/07/2021	10.39	10.39
2815*65460*94	WSHD	07/07/2021	13.51	13.51
2815*65460*95	WSHD	07/07/2021	14.61	14.61
2815*65460*96	WSHD	07/07/2021	13.09	13.09
2818*65460*2	WSHD	07/28/2021	10.73	10.73
3363*65460*2	WSHD	07/02/2021	19.83	19.83
3363*65460*3	WSHD	07/02/2021	10.49	10.49
3363*65460*4	WSHD	07/02/2021	10.14	10.14
3400*65460*6	WSHD	07/23/2021	17.38	17.38
3400*65460*7	WSHD	07/19/2021	8.32	8.32
3400*65460*8	WSHD	07/17/2021	11.09	11.09
<b>67 invoices, 67 line items</b>	<b>***</b>		<b>1,149.13</b>	<b>1,130.54</b>
<b>Grand Totals</b>			<b>1,149.13</b>	<b>1,130.54</b>

67 total invoices  
67 total line items

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**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 07/03/21-07/03/21

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

Vendor #: 18651

GL #	Description	Amount
WSHD	Wshd	961.00
<b>Expenditures</b>		<b>961.00</b>
<b>Reimb/Adjustments</b>		
<b>Grand Total</b>		<b>961.00</b>

60 total invoices

**GL Totals Detail**  
**Invoice #**

GL #	Date in	Amt Billed	Amt Paid
1040*18651*60	07/17/2021	9.22	9.22
1093*18651*61	07/30/2021	8.98	8.98
1093*18651*62	07/27/2021	11.88	11.88
1093*18651*63	07/20/2021	8.74	8.74
1093*18651*64	07/19/2021	9.97	9.97
1093*18651*65	07/06/2021	18.34	18.34
1093*18651*66	07/06/2021	9.08	9.08
1093*18651*67	07/02/2021	11.08	11.08
1093*18651*68	07/02/2021	11.07	11.07
1093*18651*69	07/02/2021	8.98	8.98
1095*18651*56	07/17/2021	8.64	8.64
1095*18651*57	07/17/2021	8.92	8.92
1095*18651*58	07/17/2021	10.66	10.66
1107*18651*29	07/15/2021	21.00	21.00
1107*18651*30	07/15/2021	8.71	8.71
1107*18651*31	07/08/2021	18.78	18.78
1115*18651*29	07/26/2021	57.08	57.08
1115*18651*30	07/06/2021	10.66	10.66
1157*18651*64	07/31/2021	11.88	11.88
1157*18651*65	07/30/2021	10.47	10.47
1157*18651*66	07/30/2021	8.71	8.71
1157*18651*67	07/30/2021	21.76	21.76
1157*18651*68	07/30/2021	11.76	11.76
1157*18651*69	07/09/2021	10.47	10.47
1158*18651*41	07/29/2021	9.87	9.87
1158*18651*42	07/17/2021	9.96	9.96
1158*18651*43	07/01/2021	17.53	17.53
1177*18651*14	07/29/2021	24.42	24.42
1177*18651*15	07/29/2021	9.38	9.38
1180*18651*2	07/13/2021	32.62	32.62
1188*18651*16	07/23/2021	11.42	11.42
1188*18651*17	07/22/2021	10.76	10.76
1188*18651*18	07/22/2021	8.91	8.91
1188*18651*19	07/20/2021	16.21	16.21

**GL Totals**

Issued 08/12/21

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 07/03/21-07/03/21

Vendor #: 18651

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

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1188*18651*20	WSHD	07/20/2021	19.55	19.55
1188*18651*21	WSHD	07/12/2021	10.67	10.67
1191*18651*36	WSHD	07/22/2021	8.04	8.04
1191*18651*37	WSHD	07/21/2021	12.16	12.16
1191*18651*38	WSHD	07/21/2021	19.55	19.55
1191*18651*39	WSHD	07/17/2021	10.94	10.94
1191*18651*40	WSHD	07/12/2021	15.76	15.76
1191*18651*41	WSHD	07/12/2021	10.59	10.59
1199*18651*3	WSHD	07/26/2021	25.81	25.81
1199*18651*4	WSHD	07/26/2021	21.21	21.21
1199*18651*5	WSHD	07/16/2021	11.08	11.08
1199*18651*6	WSHD	07/16/2021	11.07	11.07
1206*18651*8	WSHD	07/30/2021	10.36	10.36
2994*18651*22	WSHD	07/27/2021	9.50	9.50
2994*18651*23	WSHD	07/27/2021	124.77	124.77
2994*18651*24	WSHD	07/08/2021	27.54	27.54
3343*18651*7	WSHD	07/29/2021	25.56	25.56
3343*18651*8	WSHD	07/22/2021	18.98	18.98
3343*18651*9	WSHD	07/22/2021	13.06	13.06
3364*18651*41	WSHD	07/22/2021	20.82	20.82
3364*18651*42	WSHD	07/22/2021	9.78	9.78
3364*18651*43	WSHD	07/22/2021	9.29	9.29
3364*18651*44	WSHD	07/22/2021	8.73	8.73
3364*18651*45	WSHD	07/22/2021	9.47	9.47
3364*18651*46	WSHD	07/22/2021	8.98	8.98
3364*18651*47	WSHD	07/22/2021	9.81	9.81
<b>60 invoices, 60 line items</b>			<b>961.00</b>	<b>961.00</b>
<b>Grand Totals</b>			<b>961.00</b>	<b>961.00</b>

60 total invoices  
60 total line items

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**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 07/01/21-07/31/21

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

Vendor #: 63614

GL #	Description	Amount
WSHD	Wshd	13,114.35
	<b>Expenditures</b>	<b>13,191.87</b>
	<b>Reimb/Adjustments</b>	<b>-77.52</b>
	<b>Grand Total</b>	<b>13,114.35</b>

20 total invoices

**GL Totals Detail  
 Invoice #**

GL #	Date in	Amt Billed	Amt Paid
1107*63614*14	07/15/2021	391.00	93.84
1115*63614*9	07/19/2021	583.00	139.92
1115*63614*10	07/26/2021	323.00	77.52
1116*63614*3	07/14/2021	593.00	142.32
1122*63614*6	07/07/2021	24,328.51	8,758.26
1160*63614*6	01/12/2021	0.00	-77.52
1165*63614*2	07/08/2021	3,171.00	761.04
1165*63614*3	07/15/2021	323.00	77.52
1177*63614*17	07/01/2021	323.00	77.52
1177*63614*18	06/29/2021	808.00	193.92
1177*63614*19	07/07/2021	664.00	159.36
1184*63614*1	07/19/2021	323.00	77.52
1214*63614*1	07/08/2021	323.00	77.52
1295*63614*1	06/18/2021	1,093.00	262.32
1295*63614*2	07/19/2021	1,326.00	318.24
2815*63614*10	07/02/2021	323.00	77.52
2815*63614*11	07/14/2021	537.00	128.88
2994*63614*5	06/29/2021	758.00	181.92
2994*63614*6	07/08/2021	6,288.38	1,509.21
3400*63614*2	07/23/2021	323.00	77.52
<b>20 invoices, 20 line items</b>	<b>***</b>	<b>42,801.89</b>	<b>13,114.35</b>
<b>Grand Totals</b>		<b>42,801.89</b>	<b>13,114.35</b>

20 total invoices  
 20 total line items

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 07/01/21-07/31/21

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

Vendor #: 63615  
 NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	1,820.01
<b>Expenditures</b>		<b>2,151.46</b>
<b>Reimb/Adjustments</b>		<b>-331.45</b>
<b>Grand Total</b>		<b>1,820.01</b>

32 total invoices

**GL Totals Detail**  
**Invoice #**

GL #	Date in	Amt Billed	Amt Paid
1044*63615*15	08/11/2020	0.00	-118.78
1044*63615*15	09/23/2020	0.00	-95.54
1044*63615*15	09/02/2020	0.00	-8.89
1044*63615*15	09/02/2020	0.00	-6.10
1044*63615*15	09/02/2020	0.00	-6.60
1107*63615*14	07/15/2021	270.00	56.08
1115*63615*16	07/19/2021	270.00	44.39
1116*63615*3	07/29/2021	415.00	75.64
1122*63615*6	07/12/2021	223.00	83.40
1122*63615*7	07/08/2021	250.00	70.46
1122*63615*8	07/08/2021	23.00	7.70
1122*63615*9	07/09/2021	178.00	53.48
1122*63615*10	07/10/2021	178.00	53.48
1122*63615*10	07/11/2021	178.00	53.48
1122*63615*10	07/12/2021	178.00	53.48
1122*63615*10	07/13/2021	180.00	64.19
1122*63615*11	07/07/2021	118.00	0.00
1122*63615*12	07/07/2021	223.00	66.03
1160*63615*6	01/12/2021	0.00	-95.54
1165*63615*2	07/27/2021	183.00	39.92
1177*63615*18	06/29/2021	143.00	52.93
1177*63615*19	06/04/2021	23.00	7.70
1177*63615*20	07/07/2021	270.00	56.08
1177*63615*20	07/07/2021	73.00	25.34
1177*63615*21	07/01/2021	270.00	56.08
1184*63615*1	07/19/2021	513.00	118.78
1188*63615*5	06/24/2021	188.00	48.32
1214*63615*1	07/08/2021	273.00	65.29
1214*63615*1	07/08/2021	28.00	10.26
1216*63615*4	07/27/2021	270.00	56.08
1218*63615*2	06/08/2021	118.00	0.00
1295*63615*2	07/19/2021	183.00	31.61
2458*63615*9	06/17/2021	183.00	0.00
2458*63615*9	06/17/2021	1,070.00	0.00

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**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 07/01/21-07/31/21

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

Vendor #: 63615  
NPI: 1942241146

Invoice #	GL #	Date in	Amt Billed	Amt Paid
2458*63615*9	WSHD	06/17/2021	298.00	0.00
2815*63615*16	WSHD	06/29/2021	270.00	56.08
2815*63615*17	WSHD	07/02/2021	273.00	65.29
2815*63615*18	WSHD	07/14/2021	37.00	0.00
2994*63615*6	WSHD	07/08/2021	560.00	337.77
2994*63615*7	WSHD	07/08/2021	558.00	181.55
2994*63615*8	WSHD	07/08/2021	93.00	35.60
2994*63615*9	WSHD	07/08/2021	294.00	168.89
3400*63615*2	WSHD	07/23/2021	270.00	56.08
<b>32 invoices, 43 line items</b>	***		<b>9,125.00</b>	<b>1,820.01</b>
<b>Grand Totals</b>			<b>9,125.00</b>	<b>1,820.01</b>

**32 total invoices**  
**43 total line items**



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**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 07/01/21-07/01/21

Barrier Reef Emergency Physician  
 Po Box 98694  
 Las Vegas, NV 89193

Vendor #: 90001  
 NPI: 1275761512

GL #	Description	Amount
WSHD	Wshd	118.78
	<b>Expenditures</b>	<b>118.78</b>
	<b>Reimb/Adjustments</b>	
	<b>Grand Total</b>	<b>118.78</b>

1 total invoices

**GL Totals Detail  
 Invoice #**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1122*90001*1	WSHD	07/07/2021	2,374.00	118.78
<b>1 invoices, 1 line items</b>	<b>***</b>		<b>2,374.00</b>	<b>118.78</b>
<b>Grand Totals</b>			<b>2,374.00</b>	<b>118.78</b>

1 total invoices  
 1 total line items

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

REC'D 7/30/2021  
sm

Invoice # 72257

Phone # (800) 834-0560

Fax # (936) 756-6741

Date: 8/1/2021

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

Terms: Net receipt of invoice

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Professional services for the month of September 2021

1,109.00

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**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**



RECEIVED  
AUG 11 2021

August 4, 2021

# MONTHLY BILL

RECEIVED  
AUG 11 2021

Payment Summary	
Last Payment Received	08/03/2021
Current Payment Due	\$150.14
<b>Total Due by 08/25/2021</b>	<b>\$150.14</b>

Name: SHERRY STERN  
Account Number: 92 5529 5461

## YOUR LOAN DETAILS

Loan Sequence	Date Disbursed	Loan Program	Original Balance	Current Balance	Outstanding Interest	Interest Rate	Monthly Payment	Current Due
*1002	11/29/2006	SUBCNS	\$13,150.00	\$3,671.09	\$0.00	3.750%	\$90.67	\$90.67
*1001	11/29/2006	UNCNS	\$8,625.28	\$2,407.61	\$0.00	3.750%	\$59.47	\$59.47

Outstanding interest accrued as of 08/04/2021

\*Late fees will be assessed in accordance to the requirements set forth by the loan owner. Each unique owner/loan program may have differing late fee requirements. The owner will assess late fees on any loans listed above that are identified with an asterisk. If there are dates listed below the heading 'Received After This Date', which are prior to the date you are making your payment, the following late fee will be assessed.

Received After This Date	Late Fee to be Assessed
09/08/2021	\$7.50

When remitting a payment amount by mail, phone, or electronic (web or mobile app) that is more or less than the total amount due, if you would like the payment directed to specific loans, please log in to your online account or use our mobile app to provide the necessary information. Additional details about payment instructions can be found on the last page of this statement.

Even if a loan is paid ahead, you must continue making your monthly payment in order to maintain eligibility for certain Repayment Incentive Programs or other benefits offered by your loan owner, such as interest rate reductions or cosigner release. Contact us for details.

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

**Customer Statement** (IF LATE, SEE ABOVE)

Amount Enclosed: Do not write dollar sign \$ in boxes below or on check. See last page of statement for details on how to provide payment instructions.

Account Number:	Due Date:	\$	Total Amount Due:
92 5529 5461	08/25/2021		\$150.14

2021216019255295461100001501400000000000000004

#BWNDHKB  
#B612 1327 2508 04L3#  
SHERRY STERN  
538 BROADWAY  
WINNIE TX 77665-7600



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

21603801550601

## ADDITIONAL LOAN DETAILS

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

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

### Would you rather receive this statement electronically?

Sign in to Account Access at [aesSuccess.org](http://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	\$27.39
Principal Satisfied	\$122.75
Late Fees Paid	\$0.00

As of today, the amount paid on your loans	\$18,917.65
Total Interest Satisfied	\$5,285.40
Total Principal Satisfied	\$13,624.75
Total Late Fees Paid	\$7.50

The Total Principal Satisfied includes any payment that satisfies principal (not just payments made by you) and may include consolidation payments, refunds, cancellation payments, returned disbursements, etc.

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**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 07/02/21-07/02/21

Nicki Holtzman  
 5825 Phelan, Ste. 104  
 Beaumont, TX 77706

Vendor #: 90007

GL #	Description	Amount
WSHD	Wshd	340.00
	<b>Expenditures</b>	<b>340.00</b>
	<b>Reimb/Adjustments</b>	
	<b>Grand Total</b>	<b>340.00</b>

3 total invoices

**GL Totals Detail**  
**Invoice #**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
YC27*90007*3	WSHD	06/21/2021	85.00	85.00
YC29*90007*4	WSHD	07/12/2021	85.00	85.00
YC38*90007*1	WSHD	07/19/2021	85.00	85.00
YC38*90007*1	WSHD	07/26/2021	85.00	85.00
<b>3 invoices, 4 line items</b>	***		<b>340.00</b>	<b>340.00</b>
<b>Grand Totals</b>			<b>340.00</b>	<b>340.00</b>

3 total invoices  
 4 total line items

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**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 07/02/21-07/02/21

Kalos Counseling (Benjamin Odom)  
 1271 N. Main St.  
 Vidor, TX 77662

Vendor #: 90009

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

**4 total invoices**

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
YC32*90009*2	WSHD	07/02/2021	85.00	0.00
YC32*90009*2	WSHD	07/16/2021	85.00	85.00
YC35*90009*1	WSHD	07/13/2021	85.00	85.00
YC36*90009*1	WSHD	07/16/2021	85.00	85.00
YC36*90009*1	WSHD	07/30/2021	85.00	85.00
YC37*90009*1	WSHD	07/16/2021	85.00	85.00
YC37*90009*1	WSHD	07/30/2021	85.00	85.00
<b>4 invoices, 7 line items</b>	***		<b>595.00</b>	<b>510.00</b>
<b>Grand Totals</b>			<b>595.00</b>	<b>510.00</b>

**4 total invoices**  
**7 total line items**

©IHS  
 Issued 08/04/21

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 06/02/21-07/02/21

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

Vendor #: 13632

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

2 total invoices

**GL Totals Detail**  
**Invoice #**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
YC17*13632*22	WSHD	06/04/2021	85.00	85.00
YC17*13632*22	WSHD	06/18/2021	85.00	85.00
YC17*13632*23	WSHD	07/04/2021	85.00	85.00
YC17*13632*23	WSHD	07/16/2021	85.00	85.00
YC17*13632*23	WSHD	07/30/2021	85.00	85.00
<b>2 invoices, 5 line items</b>	<b>***</b>		<b>425.00</b>	<b>425.00</b>
<b>Grand Totals</b>			<b>425.00</b>	<b>425.00</b>

2 total invoices  
 5 total line items

© IHS  
 Issued 08/13/21

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 07/08/21-07/08/21

Chambers Cnty Phd #1-Dental  
 Po Box 398  
 Anahuac, TX 77514

Vendor #: 90012

GL #	Description	Amount
WSHD	Wshd	320.00
<b>Expenditures</b>		<b>320.00</b>
<b>Reimb/Adjustments</b>		
<b>Grand Total</b>		<b>320.00</b>

4 total invoices

**GL Totals Detail**  
**Invoice #**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1093*90012*1	WSHD	07/02/2021	110.00	110.00
1165*90012*2	WSHD	06/29/2021	70.00	70.00
2815*90012*1	WSHD	06/24/2021	70.00	70.00
3343*90012*1	WSHD	06/29/2021	70.00	70.00
<b>4 invoices, 4 line items</b>			<b>320.00</b>	<b>320.00</b>
<b>Grand Totals</b>			<b>320.00</b>	<b>320.00</b>

4 total invoices  
 4 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

August 18, 2021

Mr. Edward Murrell  
President  
Winnie Stowell Hospital District  
520 Broadway  
Winnie, Texas 77665

Re: Winnie Stowell Hospital District; Billable Invoice for May 2021 Time Entries less Retainer; Our File No. 87250.

Dear President Murrell,

Attached, please find Benckenstein & Oxford's monthly time entry invoice for May 2021. This invoice is for \$22,275.00 but the amount due is \$21,275.00 after reducing the invoice by \$1,000.00 for the monthly retainer already paid.

This month, most of the time spent was on the *In Re Abri Health Services* matter. As you may recall, we received notice of the bankruptcy proceeding on Monday, May 3, 2021 and had to be prepared for a hearing on Thursday, May 6, 2021. This required a substantial amount of work to get up to speed on the matter and develop a plan of action.

Hopefully, I will be able to report at tonight's meeting that the bankruptcy proceeding has been resolved and all of the settlement documents have been filed with the court. If this happens, we will be scheduled to file all the CHOW paperwork on September 1, 2021.

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 \$21,275.00 representing the balance owed for May 2021.

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

**August 18, 2021**

**INVOICE #:** 50174      **HOIV**  
**Billed through:** May 31, 2021  
**Client/Matter #:** WSHD      87250

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

RE: Winnie-Stowell Hospital District

**PROFESSIONAL SERVICES RENDERED**

05/03/21	HOIV	Received and reviewed Emergency Motion of the Debtor for Examinations of Production of Documents filed in In Re Abri Health Services Bankruptcy Matter; prepared joint defense agreement; participated in multiple conference calls with counsel for HMG, LTC Group, Plaintiff's Counsel; and drafted extensive e-mail to the client advising of the filing and upcoming hearing on May 5, 2021.	6.70 hrs
05/04/21	HOIV	Read and reviewed pleadings in In Re Abri Health Services bankruptcy matter; corresponded with client regarding change of hearing date; prepared extensive timeline and summary of pleadings to identify issues; participated in four (4) conference calls with HMG Counsel; reviewed Landlord's Response to Rule 2004 Motion; prepared draft Business Associate Agreement with Debtor to negate claims; and began preparing Response to Rule 2004 Motion.	8.70 hrs
05/05/21	HOIV	Participated in multiple conference calls with HMG Bankruptcy Counsel, Counsel for Debtors, Clay Taylor with Bonds Ellis, and Board President; gathered documents to submit to Clay Taylor so that he can serve as the District's Bankruptcy counsel; exchanged multiple extensive e-mails to Mr. Taylor to inform him of the facts, background, and legal issues involved in the In Re Abri Health Services; reviewed proposed responses filed by HMG and Landlord; and exchanged thirty (30) e-mails with all parties regarding upcoming hearing on Senior Care's Rule 2004 Motion.	9.00 hrs
05/05/21	HOIV	Conference call with JS Edwards & Sherlock and staff to discuss increase in Director's insurance; and reviewed spreadsheet submitted for Director's insurance.	1.10 hrs
05/05/21	HOIV	Met with District CPA to discuss Transparency Report and the payroll funding process for WSEMS.	1.30 hrs
05/06/21	HOIV	Read, reviewed, and compared proposed Operations Transfer Agreement and compared to traditional Operations Transfer Agreement; and provided compared version to Clay Taylor with an explanation of the agreement and the issues surrounding the Agreement in the In Re Abri Health Services bankruptcy matter.	1.70 hrs
05/06/21	HOIV	Prepared updated QIPP Year 4 Cash Flow Sheet and e-mail to Clay Taylor to explain the QIPP processes and reasoning why the District was "acquiring"	2.40 hrs

		the eleven (11) nursing homes at issue in the In Re Arbri Health Services bankruptcy matter.	
05/06/21	HOIV	Read and reviewed Notice of Trust Fund Violation for HMG Conroe and verified that the violation had been corrected.	0.30 hrs
05/06/21	HOIV	Exchanged four (4) e-mails with Staff and CPA to discuss authorizing President Murrell to execute Directors and Officers insurance application.	0.30 hrs
05/06/21	HOIV	Exchanged sixteen (16) e-mails with Bankruptcy counsel, counsel for LTC, and Counsel for HMG in anticipation of hearing in In Re Abri Health Services matter; and participated in Rule 2004 Motion Hearing; and then reported to client on the outcome of the hearing.	2.90 hrs
05/07/21	HOIV	Read and reviewed proposed Order following Rule 2004 hearing in the In Re Abri Health Services matter.	0.30 hrs
05/10/21	HOIV	Read, reviewed, and responded to draft orders prepared by Bankruptcy counsel following hearing on District's discovery responses in the In Re Abri Health Services matter.	0.80 hrs
05/12/21	HOIV	Read, reviewed and responded to six (6) e-mails with Clay Taylor regarding the proposed Order following the hearing in In Re Abri Health Services hearing on May 6, 2021.	0.60 hrs
05/13/21	HOIV	Reviewed spreadsheets prepared by staff for indigent care cost in anticipation of drafting minutes and worked with staff to reconcile the various spreadsheets and to reconcile with the Hospital's numbers.	1.80 hrs
05/13/21	HOIV	Read, reviewed, and responded to extensive e-mail updating the District on the In Re Abri Health Services matter; and forwarded update letter to Board with an explanation to review.	2.50 hrs
05/13/21	HOIV	Received draft proposal by ECISD for vision Screener; exchange six (6) e-mails with proposed grant recipient; and forwarded to Board with links to purchase the equipment.	0.40 hrs
05/13/21	HOIV	Prepared e-mail to Riceland Hospital advising of information needed prior to the Regular Board meeting to address grant request for reimbursement for Covid vaccine shots.	0.30 hrs
05/14/21	HOIV	Conference call with Bankruptcy Counsel in In Re Arbri Health Services case to discuss strategy and proposed changes to the draft affidavit prepared for Board.	0.60 hrs
05/14/21	HOIV	Read and reviewed Crime Policy renewal and provided comments to staff.	0.30 hrs
05/14/21	HOIV	Began draft set of minutes for the April 21, 2021 Regular Meeting	3.00 hrs
05/14/21	HOIV	Created spreadsheet to show the Board the difference between original estimates for QIPP 5 and updated numbers based on QIPP 5 state estimates; and began updating budgets to account for the differences.	3.40 hrs
05/15/21	HOIV	Finalized draft set of meeting minutes for April 21, 2021 Regular Meeting; gathered documents for binder; and prepared an initial binder for the upcoming meeting with narratives for various action items to explain the	2.50 hrs

issues surrounding each agenda items.

05/17/21	HOIV	Received and reviewed revised affidavit for President Murrell to execute in the In Re Arbri Health Care Services matter and exchanged three (3) e-mails with Bankruptcy Counsel regarding the same.	0.40 hrs
05/17/21	HOIV	Exchanged nine (9) e-mails with Bankruptcy counsel discussing upcoming agenda and authority to authorize President Murrell to sign affidavit for court in In Re Abri Health Service bankruptcy matter.	1.00 hrs
05/17/21	HOIV	Read and review draft position paper prepared by Bankruptcy counsel in In Re Abri Health Services matter.	0.30 hrs
05/18/21	HOIV	Gathered information to provide to Bankruptcy counsel in the In Re Abri Health Services bankruptcy matter; reviewed final draft of position statement and exchanged sixteen (16) e-mails with counsel to discuss statement and exchange with Bankruptcy Trustee.	1.80 hrs
05/18/21	HOIV	Worked with Bankruptcy Counsel to prepare and revise a Confidential Position Paper of Winnie Stowell Hospital District to Trustee Weisbart for May 28, 2021 Settlement Conference and declaration for Edward Murrell.	2.30 hrs
05/18/21	HOIV	Reviewed draft Treasurer's report for upcoming meeting; modified report to include Loan 19 and to include most recent forecasted numbers; and participated in conference call with staff to go over the changes and the reasons for the changes.	1.30 hrs
05/19/21	HOIV	Prepare for and attended May 19, 2021 Regular Meeting.	3.00 hrs
05/19/21	HOIV	Updated QIPP spreadsheets and provided to Bankruptcy counsel in the In Re Abri Health Services matter; and responded to six (6) e-mails with questions about the program.	1.60 hrs
05/19/21	HOIV	Exchanged four (4) e-mails with Hospital staff to discuss status of response to request for additional information on the purchase of equipment as approved at the July 15, 2020 meeting and reimbursement.	0.30 hrs
05/19/21	HOIV	Received e-mail from staff regarding questionnaire from Allegiance and responded with recommendation.	0.20 hrs
05/20/21	HOIV	Received, reviewed, and modified achievement and net profit spreadsheet; and participated in two (2) conference calls with LTC Group; and submitted to Bankruptcy counsel in In Re Abri Health Services matter to be presented to Bankruptcy Trustee in the District's position paper.	3.00 hrs
05/20/21	HOIV	Prepared analysis of Hospital's equipment expenditure as authorized during the July 15, 2020 Regular Meeting; reviewed July 15, 2020 Regular Meeting Minutes; and submitted analysis to staff for a review.	1.80 hrs
05/20/21	HOIV	Exchanged four (4) e-mails with Salt Creek Capital's counsel and provided loan documents for Loan 19 as requested.	0.30 hrs
05/21/21	HOIV	Worked on timing of Loan 19 and transfers from Government Receivables to Commercial Account at First Financial Bank in anticipation of upcoming IGT for 1st half of QIPP Year 5 by having multiple conference calls with LTC and Lender; and exchanged four (4) emails regarding the same.	1.60 hrs

05/21/21	HOIV	Participated in multiple conference calls with staff, Board Members, and others to coordinate a response to Chambers' Health's request for an agenda item to discuss a business proposal.	1.40 hrs
05/21/21	HOIV	Worked with LTC to update and modify spreadsheet to be used by Bankruptcy counsel in upcoming mediation to demonstrate QIPP funds earned by HMG and achievement rates for the District's facilities.	1.80 hrs
05/21/21	HOIV	Received e-mail from Salt Creek Capital regarding freezing the District's sweep account; then reviewed DAISA Agreement; participated in two conference calls with LTC regarding the e-mail; and six e-mails with Salt Creek and LTC to discuss the issue.	1.50 hrs
05/24/21	HOIV	Read and reviewed e-mail from LTC with most updated QIPP Model; reviewed the QIPP model; and exchanged three (3) e-mails with LTC with questions concerning Component 1 payments and Component 3 payments.	1.30 hrs
05/25/21	HOIV	Read and reviewed Operations Transfer Agreement submitted to Bankruptcy Trustee in the In Re Abri Health Services matter; and conveyed to Bankruptcy counsel with comments.	0.80 hrs
05/26/21	HOIV	Researched and modified spreadsheets concerning QIPP participation levels; and continued drafted and revising an extensive e-mail to Bankruptcy counsel in anticipation of the upcoming mediation in In Re Abri Health Services matter.	6.00 hrs
05/27/21	HOIV	Conference calls with Bankruptcy counsel, and HMG Counsel to discuss strategy for upcoming mediation with Trustee in Re Abri Health Services matter.	1.00 hrs
05/27/21	HOIV	Analyzed QIPP Year 5 spreadsheets prepared by the State of Texas for QIPP Eligibility and QIPP payment amounts to determine potential CHOW cost for eleven (11) potential new facility compared to the CHOW cost for the ten (10) Chambers Health Facility numbers and then prepared a memo to the file regarding potential CHOW loan cost and IGT cost for ten (10) nursing homes.	4.70 hrs
05/28/21	HOIV	Received request from HMG regarding processing eleven (11) new facilities and exchanged eight (8) e-mails with HMG and Bankruptcy counsel regarding plan of action.	0.50 hrs
05/28/21	HOIV	Receipt and review of two (2) e-mails regarding trust fund deficiency for Oakland Manor Nursing home from the Texas Health and Human Services Commission.	0.30 hrs

Total fees for this matter \$22,275.00

**BILLING SUMMARY:**

Oxford, IV Hubert 89.10 hrs @ \$250.00 /hr \$22,275.00

TOTAL FEES \$22,275.00

TOTAL CHARGES FOR THIS INVOICE \$22,275.00

RETAINER \$1,000.00 CR

**TOTAL BALANCE NOW DUE \$21,275.00**

**BENCKENSTEIN & OXFORD, L.L.P.**

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

Hubert Oxford, IV

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

hoxfordiv@benoxford.com

August 12, 2021

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 July 28, 2021, and July 30, 2021, Special Meeting; Our File No. 87250.

Dear President Murrell,

Attached, please find the draft minutes for the Regular Meeting on July 28, 2021, and July 30, 2021, Special Meeting. After you have had a chance to review these minutes, please let me know if there are any changes that need to be made.

Also, please allow this letter to serve as a *partial invoice* for \$1,000.00 representing the retainer for work performed in July 2021. We would request that you put this invoice in line for payment at the August 18, 2021 Regular Meeting and we will give the District credit for the \$1,000.00 payment when we submit the hourly invoice for July 2021.

If you concur, please draft a check in the amount of \$1,000.00 to Hubert Oxford, IV.

With best wishes, I am

Sincerely,  
BENCKENSTEIN & OXFORD, L.L.P.

---

Hubert Oxford, IV





JW MARRIOTT

SAN ANTONIO HILL COUNTRY

GUEST FOLIO

9154 OXFORD/HUBERT 200.00 07/24/21 11:00 38305  
 ROOM NAME RATE DEPART TIME ACCT#  
 DDC 07/21/21 22:21  
 TYPE ARRIVE TIME  
 44  
 ROOM ADDRESS AXXXXXXXXXXXX6269 MBV#:  
 CLERK PAYMENT

DATE	REFERENCES	CHARGES	CREDITS	BALANCES DUE
07/21	TR ROOM	2351, 1	200.00	
07/21	STATE TX	2351, 1	12.00	
07/21	CCSID TX	2351, 1	18.00	
07/21	CNTY TAX	2351, 1	3.50	
07/21	SCR FEE	2351, 1	1.63	
07/22	RIVERTOP	44092351	9.86	
07/22	WFB	WFB	15.95	
07/22	WFB TAX	WFB	1.32	
07/22	CIB MOON	24479154	189.00	
07/22	TR ROOM	9154, 1	200.00	
07/22	STATE TX	9154, 1	12.00	
07/22	CCSID TX	9154, 1	18.00	
07/22	CNTY TAX	9154, 1	3.50	
07/22	SCR FEE	9154, 1	1.63	
07/23	RIVERTOP	32819154	4.93	
07/23	WFB	WFB	15.95	
07/23	WFB TAX	WFB	1.32	
07/23	GIFTSHOP	94769154	4.33	
07/23	TR ROOM	9154, 1	200.00	
07/23	STATE TX	9154, 1	12.00	
07/23	CCSID TX	9154, 1	18.00	
07/23	CNTY TAX	9154, 1	3.50	
07/23	SCR FEE	9154, 1	1.63	
07/24	CCARD-AX			948.05

PAYMENT RECEIVED BY: AMERICAN EXPRESS XXXXXXXXXXXX6269  
 \*\*\*\*\* AUTHORIZATION \*\*\*\*\*

APPROVED

Total: \$1,065.88 Card Type: AMEX Card Entry: CHIP Acct #: \*\*\*\*\*6269 Approval Code: 840019

\*\*\*\*\* EMV AUTHORIZATION \*\*\*\*\*

App Label: AMERICAN EXPRESS Mode: Issuer

AID: A000000025010801 TVR: 0000008000 IAD: 06480103602002 TSI: F800 ARC: 00 AC: BF5FBEBAB37B2B19

CVM: 5E0300

.00

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JW MARRIOTT SAN ANTONIO  
 23808 RESORT PARKWAY  
 SAN ANTONIO TX 78261  
 PH# 210-276-2500 FAX# 210-276-2501

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This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amounts shown in the credit column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are direct billed, in the event payment is not made within 25 days after check-out, you will owe us interest from the check-out date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%), or the maximum allowed by law, plus the reasonable cost of collection, including attorney fees.

Signature X



Sherrie Norris <sherrie@wshd-tx.com>

---

## WSHD Amazon Orders

1 message

---

**Sherrie Norris** <sherrie@wshd-tx.com>  
To: Hubert Oxford IV <hoxfordiv@benoxford.com>

Thu, Aug 5, 2021 at 8:26 AM

Hubert

Sorry--see attached Amazon Invoices \$15.21 and \$181.29 (Total is \$196.50). These were accidentally ordered on your American Express card. Please request reimbursement and I will explain to the board members at the next meeting.

Thank you



***Sherrie Norris***

*WSHD Administrator  
Office: (409)296-1003  
Fax: (409)400-4023  
Cell: (409) 201-3922*

**Confidentiality Notice:** This e-mail communication and any attachments may contain confidential and privileged information for the use of the designated recipients named above. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that any review, disclosure, dissemination, distribution or copying of it or its contents is prohibited. If you have received this communication in error, please notify me immediately by replying to this message and deleting it from your computer. Thank you.

---

### 2 attachments

-  2021.08.04 WSHD re Inv 181.29 Amazon Order.pdf  
79K
-  2021.08.04 WSHD re Inv 15.21 Amazon Order.pdf  
76K





## Details for Order #111-7400983-2921816

Print this page for your records.

**Order Placed:** August 4, 2021

**Amazon.com order number:** 111-7400983-2921816

**Order Total: \$15.21**

### Not Yet Shipped

#### Items Ordered

1 of: *AVERY 8160 Easy Peel Address Labels for Inkjet Printers, 1 x 2 5/8 Inch, White, 750 Count (Pack of 2)*

Sold by: Amazon.com Services LLC

Condition: New

**Price**

**\$15.21**

#### Shipping Address:

Sherrie Norris  
520 BROADWAY  
WINNIE, TX 77665-7600  
United States

#### Shipping Speed:

Two-Day Shipping

### Payment information

#### Payment Method:

American Express | Last digits: 6269

Item(s) Subtotal: \$15.21

Shipping & Handling: \$0.00

-----

Total before tax: \$15.21

Estimated tax to be collected: \$0.00

-----

**Grand Total: \$15.21**

#### Billing address

Hubert Oxford, IV  
3535 CALDER AVE  
BEAUMONT, TX 77706-5025  
United States

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



## Details for Order #111-8287563-1837055

Print this page for your records.

**Order Placed:** August 4, 2021

**Amazon.com order number:** 111-8287563-1837055

**Order Total:** \$181.29

### Not Yet Shipped

#### Items Ordered

	<b>Price</b>
1 of: <i>BUNN Heat N Brew Programmable Coffee Maker, 10 cup, Stainless Steel</i>	\$122.60
Sold by: Amazon.com Services LLC	

Condition: New

1 of: <i>Avery 2" x 3.5" Business Cards, Sure Feed Technology, for Laser Printers, 2,500 Cards (5911)</i>	\$58.69
Sold by: Amazon.com Services LLC	

Sold by: Amazon.com Services LLC

Condition: New

#### Shipping Address:

Sherrie Norris  
520 BROADWAY  
WINNIE, TX 77665-7600  
United States

#### Shipping Speed:

Amazon Day Delivery

### Payment information

#### Payment Method:

American Express | Last digits: 6269

Item(s) Subtotal:	\$181.29
Shipping & Handling:	\$0.00
-----	

#### Billing address

Hubert Oxford, IV  
3535 CALDER AVE  
BEAUMONT, TX 77706-5025  
United States

Total before tax:	\$181.29
Estimated tax to be collected:	\$0.00
-----	

**Grand Total: \$181.29**

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

**David B Sticker & Company PC**2180 Eastex Freeway  
Beaumont, TX 77703**Invoice****Invoice #:** 58**Invoice Date:** 08/16/2021**Due Date:** 08/16/2021**Project:****P.O. Number:****Bill To:**Winnie Stowell Hospital District  
PO Box 1997  
Winnie, TX 77665

Date	Description	Amount
07/01/2021	Research compatible storage for Multiuser QBooks. 1.00 Hrs.	
07/01/2021	Work on crime policy provision for insurance renewal. Discuss with Hubert and Sherrie. Review bank rec procedures and other procedures regarding internal control. 3.00 Hrs.	
07/02/2021	Review pledged asset report. .25 Hrs.	
07/08/2021	Assist with accounting in quickbooks and further discussion of insurance renewal. 1.00 Hrs.	
07/12/2021	Review and approve payroll tax calculation. .50 Hrs.	
07/19/2021	Review bank recs & make entries. 3.00 Hrs.	
07/19/2021	Run preliminary reports. 2.25 Hrs.	
07/26/2021	Review and approve payroll. .25 Hrs.	
07/27/2021	Revise and finalize reports. 1.50 Hrs.	
07/29/2021	Prepare & file 941 and TWC quarterly report. 1.50 Hrs.	
	14.25 Hrs @ \$125.00 = \$1,781.25	1,781.25

**Total** \$1,781.25**Payments/Credits** \$0.00**Balance Due** \$1,781.25

Technology Solutions of Texas,  
L.L.C.

Invoice 1617

TECHNOLOGY  
SOLUTIONS-TX

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

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

DATE  
08/15/2021

PLEASE PAY  
\$75.00

DUE DATE  
08/15/2021

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	IT Services:MSP-Dsk MSP Support per Desktop	3	25.00	75.00

TOTAL DUE

\$75.00

THANK YOU.

**BONDS ELLIS EPPICH SCHAFER JONES LLP**  
ATTORNEYS & COUNSELORS

Winnie-Stowell Hospital District  
c/o Hubert Oxford, IV  
Benckenstein & Oxford, L.L.P.  
3535 Calder Avenue, Suite 300  
Beaumont, TX 77706  
Abri Health Services, LLC and Senior Care Centers, LLC

Statement Date: August 10, 2021  
Statement No.: 12833  
Account No.: 1637.001  
Page: 1

Fees through 07/31/2021

			<u>Hours</u>	
07/06/2021	WRH	Review status of today's hr'g re Ankura retention and confirm no need to attend.	0.10	27.50
	CMT	Receipt and review of pre-mediation communication from Judge Hale and communications by multiple parties to him (.8); attend Ankura employment app (.3); answer Debtor inquiry (.3).	1.40	630.00
07/07/2021	CMT	Prepare for and attend Zoom mediation per Judge Hale's request; intermittent calls, correspondence and Zoom with mediation and client.	3.20	1,440.00
07/09/2021	CMT	Receipt and review of mediator's proposal; correspondence with LA and HO about the same.	0.90	405.00
07/14/2021	CMT	Review of multiple pleadings filed in the case over recent days; draft detailed but bullet pointed update to the client with a summary of recent filings and next steps.	1.20	540.00
07/15/2021	CMT	Prepare for and attend hearing on the motion to extend plan deadline, draft update to client (.5); receipt and review of extended memorandum from HO regarding OTA and indemnification issues and documents, draft response and read reply (.9); receipt and review of order re-setting lift stay hearing and associated deadlines, re-docket (.6); review of OTA's and indemnification agreements.	3.20	1,440.00
07/16/2021	NDC	Attention to issues regarding Operations Transfer Agreement; Begin reviewing related ancillary documentation and correspondence; Begin reviewing/revising Operations Transfer Agreement.	6.80	2,210.00
	CMT	Extended review, discussion and correspondence with HO about the OTA, Indemnity Agreement and Management Agreement; get with NC about a redraft.	2.50	1,125.00
07/17/2021	NDC	Continue reviewing/revising Operations Transfer Agreement, with related analysis of Sublease, Management Agreement and Indemnification		

			<u>Hours</u>	
		Agreement.	6.80	2,210.00
07/18/2021	CMT	Correspondence with NC about ongoing document review and revisions.	0.50	225.00
	NDC	Continue reviewing/ revising Operations Transfer Agreement; Continue review/analysis of related Sublease, Management Agreement and Indemnification Agreement.	3.50	1,137.50
07/19/2021	NDC	Conference with C. Taylor regarding Operations Transfer Agreement and related documents/issues; Revise OTA accordingly, finalize new draft version and forward to H. Oxford IV with summary.	3.40	1,105.00
	CMT	Revise and review OTA's and Indemnification Agreements.	2.70	1,215.00
07/20/2021	NDC	Correspondence with C. Taylor and H. Oxford IV regarding various issues and matters related to Operations Transfer Agreement and Indemnification Agreement; Begin reviewing/ revising Indemnification Agreement.	1.80	585.00
	CMT	Correspondence and review of e-mails and updates regarding the status of negotiations, status of form of OTA's Indemnity Agreements and related items.	0.90	405.00
07/21/2021	NDC	Continue reviewing and revising (and finalize) Indemnification Agreement (and edits thereto); Correspondence with C. Taylor regarding same.	3.70	1,202.50
	CMT	Correspondence with HO about indemnification cap, assumption of PTO and related issues (.9); distribute and check on deadlines for settlement or filing of briefing materials on pending motions (.5).	1.40	630.00
07/23/2021	CMT	Receipt and analysis of plan, amended motion to reject and response to the motion for relief; draft, revise and review status update to client.	1.80	810.00
07/28/2021	CMT	Call from RC; return call; call with RC about 8/11 and plan strategy.	0.80	360.00
07/30/2021	CMT	Receipt and review of numerous other debtor filings and correspondence; review for impact on client.	1.30	585.00
		<b>Total Current Fees</b>	<u>47.90</u>	<u>18,287.50</u>

Fee Summary

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Clay Taylor	21.80	\$450.00	\$9,810.00
William Howell	0.10	275.00	27.50
Nathaniel Cho	26.00	325.00	8,450.00

Expenses

06/30/2021	Online legal research - PACER searches Q2	20.80
	Online legal research	20.80
	<b>Total Expenses Thru 07/31/2021</b>	<u>20.80</u>
	<b>Total Current Fees and Expenses</b>	18,308.30
	Previous Balance	\$4,787.50

Winnie-Stowell Hospital District

Statement Date: August 10, 2021  
Statement No.: 12833  
Account No.: 1637.001  
Page: 3

Payments

08/02/2021	Payment - Thank you	-4,787.50
	<b>Total Balance Due</b>	<b><u>\$18,308.30</u></b>
	<b>Please Remit</b>	<b><u>\$18,308.30</u></b>

Payment is due 30 days from statement date

We appreciate your business

**Wire/ACH Information**

UMB Bank  
777 Main Street, Fort Worth Texas 76102  
ABA 101000695 Account Number 9872279662



Sherrie Norris <sherrie@wshd-tx.com>

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**FW: Your statement from Bonds Ellis Eppich Schafer Jones LLP is attached.**

1 message

---

Hubert Oxford IV <hoxfordiv@benoxford.com>

Tue, Aug 10, 2021 at 2:58 PM

To: Bobby Way <bobw1212@aol.com>, Jeff Rollo <rollojer@yahoo.com>, Edward Murrell <murrelledward@yahoo.com>, Kasey Vratis <klvratis@yahoo.com>, Sherrie Norris <sherrie@wshd-tx.com>

All,

Attached, please find Clay's invoice for work performed on the Senior Care bankruptcy since the last invoice. Please note, included in this invoice is their review of the proposed Transfer Agreement and Indemnity Agreement. Ed and I talked about having Clay and his team assist in the review prior to the performance of this work. The reason we did ask for their assistance was to make sure the agreements protected the District in the bankruptcy court and potential post-bankruptcy matters.

As a reminder, the hearing on LTC's (i.e., Landlord's) Motion for Relief is tomorrow at 9:30 a.m. This hearing should be outcome determinative for us. So far, neither Clay or I have heard nothing concerning whether there have been any settlement discussions prior to the hearing. If we hear something, we will let you know.

If the case gets resolved, we are prepared to submit our versions of the Transfer Agreement and Indemnity Agreement. By way of background, the Transfer Agreement is between the District, Senior Care, and HMG and we have been pretty limited in our protections for that document because LTC is going to indemnify the District and HMG as if they were in the shoes of LTC. So, the important agreement for the District is the Indemnity Agreement between LTC, HMG, and the District.

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:** Cathy Hodge <cathy.hodge@bondsellis.com>  
**Sent:** Tuesday, August 10, 2021 1:37 PM  
**To:** Hubert Oxford IV <hoxfordiv@benoxford.com>  
**Cc:** Clay Taylor <clay.taylor@bondsellis.com>  
**Subject:** Your statement from Bonds Ellis Eppich Schafer Jones LLP is attached.

Dear Hubert,

Attached is our statement dated 08/10/2021 for services rendered in the above matter. Please place in line for payment.

It is a pleasure representing you. If you need anything at all or have any questions, comments or issues, please do not hesitate to contact Clay Taylor.

Sincerely,

Cathy Hodge

Office Manager

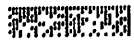
BONDS ELLIS EPPICH SCHAFFER JONES LLP

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627K





Account number 80026218

PHILADELPHIA INSURANCE COMPANIES

Your account summary

Current month breakdown

Product	Policy	Term / Bill plan	Premium charged (\$)	Premium applied (\$)	Current installment amount (\$) *	Taxes / surcharge (\$) *	Fees (\$) †	Payment / credits *	Current balance due (\$)
80026218 Winnie-Stowell Hospital District									
D & O Flexi Plus	PHSD1627552	05/07/21 - 22 25% Down & 3 Monthly Installments	11,658.00	-11,653.00	2,914.50 3 of 3	0.00	0.00	2,909.50	5.00
<b>Fees</b>									
	InstallmentFee		25.00	-20.00	0.00	0.00	5.00	0.00	5.00
			11,653.00	-11,673.00	2,914.50	0.00	5.00	2,909.50	10.00
							Payments will be allocated towards these charges first		

Total Balance: 10.00

# Yard Service Invoice

**Felipe Ojeda**

Invoice# 1015

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

**DATE** August 16, 2021

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

Description	AMOUNT
Yard Maintenance completed 07/06/21	\$ 125.00
Yard Maintenance completed 07/19/21	\$ 125.00
Trash Service	\$ 50.00
<b>TOTAL</b>	<b>\$ 300.00</b>

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

**THANK YOU FOR ALLOWING ME TO PROVIDE YARD SERVICES FOR YOUR BUSINESS!**

# RECEIVED

AUG 17 2021

DATE 8-17-21 NO. 08018599

CUSTOMER'S ORDER NO.						
NAME <u>Graciela chavez</u>						
ADDRESS <u>220 8TH ST</u>						
CITY, STATE, ZIP						
SOLD BY	CASH	C.O.D	CHARGE	ONACCT.	ADSERETD	PAID CUT
			<input checked="" type="checkbox"/>			
QUAN.	DESCRIPTION	PRICE	AMOUNT			
1	<u>OFFICE</u>					
2						
3	<u>CLENNING</u>		<u>\$100</u>			
4						
5						
6	<u>AUGUST 3</u>					
7						
8	<u>AUGUST 17</u>					
9						
10						
11	<u>TOTAL</u>		<u>\$100</u>			
12						
RECEIVED BY						

KEEP THIS SLIP FOR REFERENCE

©IHS  
 Issued 08/17/21

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 07/07/21-07/07/21

Gaudet Solutions  
 1530 Sahara Dr  
 Crosby, TX 77532

Vendor #: 90008

GL #	Description	Amount
WSHD	Wshd	1,900.00
	<b>Expenditures</b>	<b>1,900.00</b>
	<b>Reimb/Adjustments</b>	
	<b>Grand Total</b>	<b>1,900.00</b>

3 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
IS07*90008*1	WSHD	08/06/2021	800.00	800.00
IS08*90008*1	WSHD	08/13/2021	800.00	800.00
IS09*90008*1	WSHD	08/12/2021	300.00	300.00
<b>3 invoices, 3 line items</b>	***		<b>1,900.00</b>	<b>1,900.00</b>
<b>Grand Totals</b>			<b>1,900.00</b>	<b>1,900.00</b>

3 total invoices  
 3 total line items

**Winnie-Stowell Hospital District**  
**Bank Accounts Register**  
**July 28 through August 31, 2021**

<i>Type</i>	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Memo</i>	<i>Clr</i>	<i>Amount</i>	<i>Balance</i>
<b>100</b>	<b>Prosperity Bank -Checking</b>						415,422.56
Check	07/28/2021	3286	Brookshire Brothers	IC RX's June 2021	*	(1,361.79)	414,060.77
Check	07/28/2021	3287	Wilcox Pharmacy	IC RX's May & June 2021	*	(1,672.73)	412,388.04
Check	07/28/2021	3288	UTMB at Galveston	IC Batch Date 6/1/2021	*	(14,495.22)	397,892.82
Check	07/28/2021	3289	UTMB Faculty Grou...	IC Batch Date 6/1/2021	*	(3,491.15)	394,401.67
Check	07/28/2021	3290	Indigent Healthcare ...	Inv #72098	*	(1,109.00)	393,292.67
Check	07/28/2021	3291	American Education ...	92 5529 5461 S Stern	*	(150.14)	393,142.53
Check	07/28/2021	3292	Nicki Holtzman MS, ...	YC Batch Date 6/1/2021	*	(765.00)	392,377.53
Check	07/28/2021	3293	Kalos Counseling	YC Batch Date 6/1/2021	*	(255.00)	392,122.53
Check	07/28/2021	3294	Chambers Cty PHD ...	IC SP Dental Batch Date 6/1/2021	*	(210.00)	391,912.53
Check	07/28/2021	3296	Hubert Oxford	Legal Retainer	*	(1,000.00)	390,912.53
Check	07/28/2021	3297	David Sticker	Inv #57	*	(1,312.50)	389,600.03
Check	07/28/2021	3298	Technology Solution...	Inv #1603	*	(75.00)	389,525.03
Check	07/28/2021	3299	Felipe Ojeda	Inv #1014	*	(300.00)	389,225.03
Check	07/28/2021	3300	Graciela Chavez	Inv #8018598	*	(100.00)	389,125.03
Check	07/28/2021	3302	Function 4	3A0064 Inv #871450	*	(249.84)	388,875.19
Check	07/28/2021	3301	Bonds Ellis Eppich S...	Inv #12504 (Abri Meditation)	*	(4,787.50)	384,087.69
Check	07/28/2021	3303	Barrier Reef Energen...	IC Batch Date 6/1/2021	*	(214.32)	383,873.37
Check	07/28/2021	3304	Dr. June Stansky, Op...	IC SP Vision Batch Date 6/1/2021	*	(240.00)	383,633.37
Check	07/28/2021	3305	\$25 Optical	IC SP Vision Batch Date 6/1/2021	*	(175.00)	383,458.37
Check	07/28/2021	3307	Anthony Stramecki	Travel Reimbursement	*	(291.20)	383,167.17
Check	07/28/2021	3306	Kasey Vratis	Travel Reimbursement	*	(291.20)	382,875.97
Check	07/28/2021	3308	Bobby Way	Travel Reimbursement	*	(291.20)	382,584.77
Check	07/28/2021	3295	Benckenstein & Oxfo...	Inv # 50155 (April 2021)	X	(13,325.00)	369,259.77
Liability ...	07/29/2021		QuickBooks Payroll ...	Created by Payroll Service on 07/28/...	X	(9,095.12)	360,164.65
Paycheck	07/30/2021	DD1...	Norris, Sherrie	Direct Deposit	X		360,164.65
Paycheck	07/30/2021	DD1...	Ojeda, Patricia	Direct Deposit	X		360,164.65
Paycheck	07/30/2021	DD1...	Osburn, Jessica L	Direct Deposit	X		360,164.65
Check	07/30/2021		Texas Workforce Co...	ACH, Withdrawal, Processed	X	(226.29)	359,938.36
Check	07/30/2021		Texas Workforce Co...	ACH, Withdrawal, Processed	X	(86.79)	359,851.57
Deposit	07/31/2021			Deposit, Processed	X	34.31	359,885.88
Check	08/10/2021		Allegiance Bank	ACH, Withdrawal, Processed	M	(11,351.03)	348,534.85
Check	08/10/2021		IRS	ACH, Withdrawal, Processed	M	(2,930.20)	345,604.65
Check	08/10/2021		Entergy	ACH, Withdrawal, Processed	M	(166.37)	345,438.28
Check	08/11/2021	9950...	Trinity Bay Conserva...	Draft, Withdrawal, Processed	M	(62.16)	345,376.12
Check	08/12/2021	9950...	ECISD	Draft, Withdrawal, Processed	M	(15,000.00)	330,376.12
Check	08/12/2021	9950...	Riceland Medical Ce...	Draft, Withdrawal, Processed	M	(340.00)	330,036.12
Deposit	08/13/2021		Tx Comptroller	Deposit		66,844.80	396,880.92
Check	08/18/2021		Brookshire Brothers	IC RXs July 2021		(1,130.54)	395,750.38
Check	08/18/2021		Wilcox Pharmacy	IC RXs July 2021		(961.00)	394,789.38
Check	08/18/2021		UTMB at Galveston	IC Batch Date 07.01-07/31.2021		(13,114.35)	381,675.03
Check	08/18/2021		UTMB Faculty Grou...	IC Batch Date 07.01-07/31.2021		(1,820.01)	379,855.02
Check	08/18/2021		Barrier Reef Energen...	IC Batch Date 07.01.2021		(118.78)	379,736.24
Check	08/18/2021		Indigent Healthcare ...	Inv #72257		(1,109.00)	378,627.24
Check	08/18/2021		American Education ...	92 5529 5461 S Stern		(150.14)	378,477.10
Check	08/18/2021		Nicki Holtzman MS, ...	YC Batch Date 07.02.2021		(340.00)	378,137.10
Check	08/18/2021		Kalos Counseling	YC Batch Date 07.02.2021 (Odom)		(510.00)	377,627.10
Check	08/18/2021		Penelope S Butler, M...	YC Batch Date 06.02-07.02.2021		(425.00)	377,202.10
Check	08/18/2021		Chambers Cty PHD ...	IC SP Batch Date 07.08.2021		(320.00)	376,882.10
Check	08/18/2021		Benckenstein & Oxfo...	Inv #			376,882.10
Check	08/18/2021		Hubert Oxford	Legal Retainer		(1,000.00)	375,882.10
Check	08/18/2021		David Sticker	Inv #58		(1,781.25)	374,100.85
Check	08/18/2021		Technology Solution...	Inv #1617		(75.00)	374,025.85
Check	08/18/2021		Bonds Ellis Eppich S...	Inv #12833 (In re Abri)		(18,303.30)	355,722.55
Check	08/18/2021		Philadelphia Insuran...	Inv #2003346484 - Fee		(10.00)	355,712.55
Check	08/18/2021		Felipe Ojeda	Inv #1015		(300.00)	355,412.55
Check	08/18/2021		Graciela Chavez	Inv #8018599		(100.00)	355,312.55
Check	08/18/2021		Gaudet Solutions	Youth-Irlen Program		(1,900.00)	353,412.55
Check	08/25/2021		Prosperity Bank (CC)			(4,905.76)	348,506.79
<b>Total 100 Prosperity Bank -Checking</b>						<b>(66,915.77)</b>	<b>348,506.79</b>



**Winnie-Stowell Hospital District**  
**Bank Accounts Register**  
**July 28 through August 31, 2021**

<i>Type</i>	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Memo</i>	<i>Clr</i>	<i>Amount</i>	<i>Balance</i>
<b>109 First Financial Bank</b>							12,901,972.58
<b>109b FFB #4846 DACA</b>							12,901,972.58
Check	07/28/2021			Transfer to DDA Acct No. 1110214...	X	529,991.01	13,431,963.59
Check	07/29/2021			Transfer to DDA Acct No. 1110214...	X	567,754.90	13,999,718.49
Check	07/30/2021			ACH PaymenWSHD AB NH Holdi...	X	(10,009.00)	13,989,709.49
Check	07/30/2021		Salt Creek Capital LLC	ACH PaymenSalt Creek CapitCCD ...	X	(78,530.14)	13,911,179.35
Check	07/30/2021		Salt Creek Capital LLC	ACH PaymenSalt Creek CapitCCD ...	X	(165,006.22)	13,746,173.13
Check	08/02/2021			Transfer to DDA Acct No. 1110214...		184,556.59	13,930,729.72
Check	08/03/2021			Transfer to DDA Acct No. 1110214...		451,500.91	14,382,230.63
Check	08/06/2021			ACH PaymenWSHD AB NH Holdi...	M	(36,935.00)	14,345,295.63
Check	08/06/2021		LTC Group	ACH PaymenLTC Group CCD 1611...	M	(150,000.00)	14,195,295.63
Check	08/06/2021			ACH PaymenAB LOC 0154 CCD 1...	M	(1,124,725.11)	13,070,570.52
Check	08/11/2021			ACH PaymenWSHD AB NH Holdi...	M	(1,704,215.09)	11,366,355.43
<b>Total 109b FFB #4846 DACA</b>						<b>(1,535,617.15)</b>	<b>11,366,355.43</b>
<b>Total 109 First Financial Bank</b>						<b>(1,535,617.15)</b>	<b>11,366,355.43</b>
<b>TOTAL</b>						<b>(1,602,532.92)</b>	<b>11,714,862.22</b>

10:10 AM

08/18/21

Accrual Basis

**Winnie-Stowell Hospital District**  
**Check Listing by Bank Account**  
**July 28 through August 31, 2021**

Type	Date	Num	Name	Clr	Amount
<b>100 Prosperity Bank -Checking</b>					
Check	07/28/2021	3286	Brookshire Brothers	*	-1,361.79
Check	07/28/2021	3287	Wilcox Pharmacy	*	-1,672.73
Check	07/28/2021	3288	UTMB at Galveston	*	-14,495.22
Check	07/28/2021	3289	UTMB Faculty Group Practice	*	-3,491.15
Check	07/28/2021	3290	Indigent Healthcare Solutions, LTD	*	-1,109.00
Check	07/28/2021	3291	American Education Services	*	-150.14
Check	07/28/2021	3292	Nicki Holtzman MS, LPC	*	-765.00
Check	07/28/2021	3293	Kalos Counseling	*	-255.00
Check	07/28/2021	3294	Chambers Cty PHD #1 (Dental)	*	-210.00
Check	07/28/2021	3296	Hubert Oxford	*	-1,000.00
Check	07/28/2021	3297	David Sticker	*	-1,312.50
Check	07/28/2021	3298	Technology Solutions of Texas, LLC	*	-75.00
Check	07/28/2021	3299	Felipe Ojeda	*	-300.00
Check	07/28/2021	3300	Graciela Chavez	*	-100.00
Check	07/28/2021	3302	Function 4	*	-249.84
Check	07/28/2021	3301	Bonds Ellis Eppich Schafer Jones LLP	*	-4,787.50
Check	07/28/2021	3303	Barrier Reef Emergency Physican	*	-214.32
Check	07/28/2021	3304	Dr. June Stansky, Optometrist	*	-240.00
Check	07/28/2021	3305	\$25 Optical	*	-175.00
Check	07/28/2021	3307	Anthony Stramecki	*	-291.20
Check	07/28/2021	3306	Kasey Vratiss	*	-291.20
Check	07/28/2021	3308	Bobby Way	*	-291.20
Check	07/28/2021	3295	Benckenstein & Oxford	X	-13,325.00
Liability Ch...	07/29/2021		QuickBooks Payroll Service	X	-9,095.12
Paycheck	07/30/2021	DD1221	Norris, Sherrie	X	0.00
Paycheck	07/30/2021	DD1222	Ojeda, Patricia	X	0.00
Paycheck	07/30/2021	DD1223	Osburn, Jessica L	X	0.00
Check	07/30/2021		Texas Workforce Commission	X	-226.29
Check	07/30/2021		Texas Workforce Commission	X	-86.79
Check	08/10/2021		Allegiance Bank	M	-11,351.03
Check	08/10/2021		IRS	M	-2,930.20
Check	08/10/2021		Entergy	M	-166.37
Check	08/11/2021	995057	Trinity Bay Conservation District	M	-62.16
Check	08/12/2021	995053	ECISD	M	-15,000.00
Check	08/12/2021	995054	Riceland Medical Center	M	-340.00
Check	08/18/2021		Brookshire Brothers		-1,130.54
Check	08/18/2021		Wilcox Pharmacy		-961.00
Check	08/18/2021		UTMB at Galveston		-13,114.35
Check	08/18/2021		UTMB Faculty Group Practice		-1,820.01
Check	08/18/2021		Barrier Reef Emergency Physican		-118.78
Check	08/18/2021		Indigent Healthcare Solutions, LTD		-1,109.00
Check	08/18/2021		American Education Services		-150.14
Check	08/18/2021		Nicki Holtzman MS, LPC		-340.00
Check	08/18/2021		Kalos Counseling		-510.00
Check	08/18/2021		Penelope S Butler, MS, LPC		-425.00
Check	08/18/2021		Chambers Cty PHD #1 (Dental)		-320.00
Check	08/18/2021		Benckenstein & Oxford		0.00
Check	08/18/2021		Hubert Oxford		-1,000.00
Check	08/18/2021		David Sticker		-1,781.25
Check	08/18/2021		Technology Solutions of Texas, LLC		-75.00
Check	08/18/2021		Bonds Ellis Eppich Schafer Jones LLP		-18,303.30
Check	08/18/2021		Philadelphia Insurance Companies		-10.00
Check	08/18/2021		Felipe Ojeda		-300.00
Check	08/18/2021		Graciela Chavez		-100.00
Check	08/18/2021		Gaudet Solutions		-1,900.00
Check	08/25/2021		Prosperity Bank (CC)		-4,905.76
<b>Total 100 Prosperity Bank -Checking</b>					<b>-133,794.88</b>
<b>109 First Financial Bank</b>					
<b>109b FFB #4846 DACA</b>					
Check	07/30/2021			X	-10,009.00
Check	07/30/2021		Salt Creek Capital LLC	X	-78,530.14
Check	07/30/2021		Salt Creek Capital LLC	X	-165,006.22
Check	08/06/2021			M	-36,935.00
Check	08/06/2021		LTC Group	M	-150,000.00
Check	08/06/2021			M	-1,124,725.11
Check	08/11/2021			M	-1,704,215.09
<b>Total 109b FFB #4846 DACA</b>					<b>-3,269,420.56</b>
<b>Total 109 First Financial Bank</b>					<b>-3,269,420.56</b>
<b>TOTAL</b>					<b>-3,403,215.44</b>

# **EXHIBIT “C”**



## 08.18.21 WSHD Regular Board Meeting Indigent Care Report

### 1) Active Client Count:

- a) Indigent Clients – 57
- b) Youth Counseling – 14
- c) Irlen Services – 06
- d) Dental – 04 clients used the Dental benefits in JUL
- e) Vision – 00 clients used the Vision benefits in JUL

### 2) Pharmacy:

- a) Pharmacy expense was **DOWN by \$943, from \$3,034.52**. The decrease of was due to another client being added to the Prescription assistance program, and a single invoice for Wilcox.
- b) 8 clients and 12 medications are currently covered on the Prescription Assistance Program, which saved the District \$7,138.55 for JUL.

### 3) Riceland Hospital & Clinics:

- a) Riceland Contracted Reimbursement Rate Amount was **DOWN by \$12K, from \$27,963.23**, due to last month, there was an Inpatient charge.
- b) There were 11 Referrals during the month of JUL, of which all 11 were Approved and none were Denied. There were no major expenses from those referrals. There are 3 Procedures scheduled for AUG totaling \$5.5K.

### 4) UTMB Hospital & Clinics:

- a) UTMB expense was significantly **DOWN by \$3K from \$17,986.37**.

### 5) Youth Counseling:

- a) Youth Counseling expense was **DOWN by \$85 from \$1190** due to 1 client cancelled due to having COVID.

### 6) Irlen Services:

- a) Irlen Services expense was **UP by \$1900 from \$0.00** due to 3 new clients added in Aug, but Invoices were submitted in time to be posted and paid for the AUG Board Meeting.

### 7) Our over-all YTD expenditures for 2021:

- a) Total YTD Amount Paid is \$276,189.67. This amount includes \$225,810.35 pre-paid to Riceland Hospital and Clinic, and of that pre-payment, RMC still has \$96,331.15 remaining.

### 8) Source Code Totals for JUL 2021:

- a) Riceland was 44% of the total expenses for JUL
- b) UTMB was 41% of the total expenses for JUL
- c) Everything else was comparatively non-impressionable in regard to the percentage of total expenses.

### 9) 2020 YTD Paid Graph:

- a) Riceland – is trending as the highest expense for all vendors at \$155K.
- b) UTMB – is trending 2<sup>nd</sup> at \$92K.
- c) Pharmacy – is trending 3<sup>rd</sup> at \$17K, with YTD Pharmacy Savings of \$26.4K
- d) Youth Counseling – is trending higher at \$5.7K.
- e) Irlen Services – is trending higher at \$4.4K
- f) Client Count – Indigent Client count decreased 1 from 58, Youth Counseling increased by 3 from 11, and Irlen Services increased by 1 from 5.

### 10) Additional Information:

- a) ICAP Applications–
  - i) For JUL: 23 applications were GIVEN; 15 were APPROVED; 0 were DENIED; 3 RESCHEDULED to AUG; 5 did not completed the process.
- b) County Van Report – There were 1 WSHD Riders, and 1 WSDH related trips for the month of JUL.

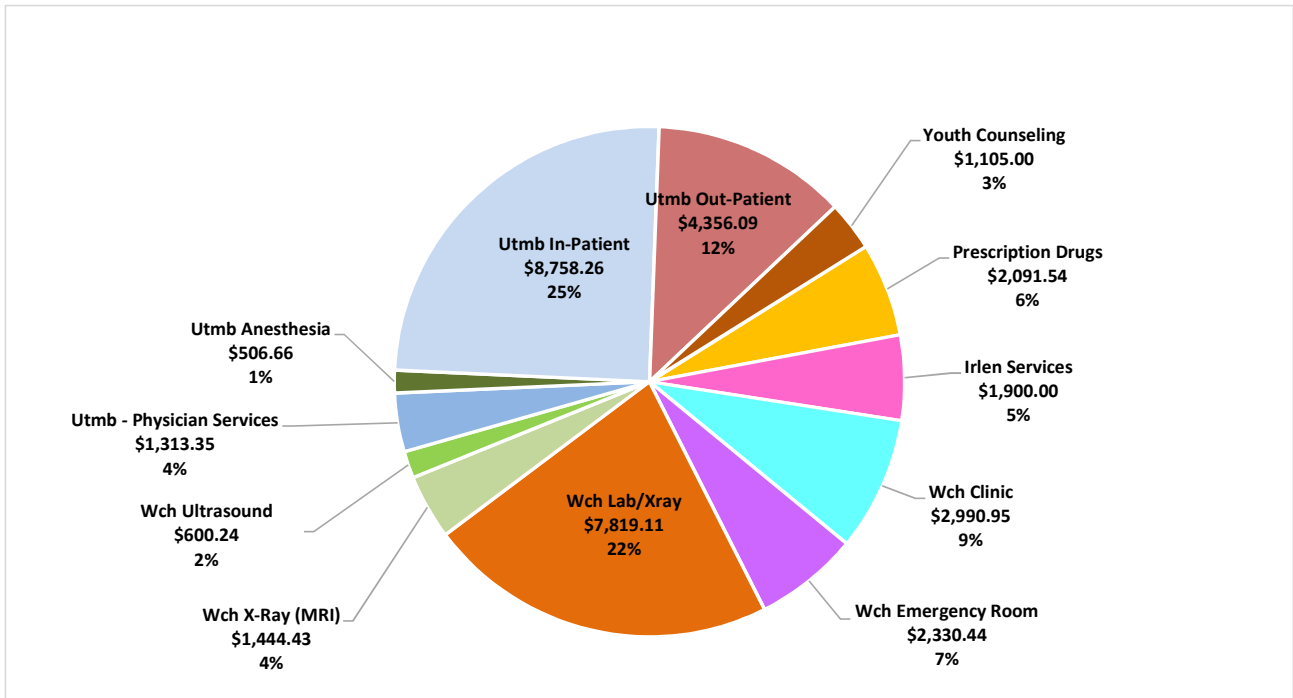
**WSHD Indigent Care Director Report**  
2020 YTD Expenditures Worksheet

Indigent Clients: Youth Counseling: Irlen Services:	June 58 11 5	July 57 14 6	Year to Date 77 17 6	Clients Enrolled: YC Enrolled: IS Enrolled:	50 7 4
<b>Pharmacy</b>					
Brookshire Brothers Pharmacy Corp	\$1,390.30	\$1,361.79	\$1,130.54	\$9,500.36	\$9,295.01
Wilcox Pharmacy	\$1,672.73	\$1,672.73	\$961.00	\$7,980.57	\$7,893.37
<b>ADJUSTMENTS-Refunds/Credits</b>					
<b>Pharmacy Totals</b>	<b>\$3,063.03</b>	<b>\$3,034.52</b>	<b>\$2,091.54</b>	<b>\$17,480.93</b>	<b>\$17,179.02</b>
<b>Winnie Community Hospital</b>					
WCH Clinic	\$8,161.00	\$3,177.50	\$2,990.95	\$48,105.00	\$19,451.63
WCH ER	\$10,790.00	\$4,423.90	\$2,330.44	\$48,135.00	\$19,735.35
WCH Lab/Xray	\$14,141.00	\$5,564.93	\$7,819.11	\$115,961.00	\$47,311.13
WCH Xray (MRI)	\$7,897.00	\$3,237.77	\$1,444.43	\$75,994.00	\$30,746.72
WCH Lab/Xray Reading	\$3,270.00	\$1,340.70	\$465.76	\$12,420.00	\$5,092.20
WCH Inpatient	\$14,993.00	\$6,147.13	\$0.00	\$14,993.00	\$6,147.13
WCH Physical Therapy	\$0.00	\$0.00	\$263.22	\$4,820.00	\$1,976.20
WCH Ultrasound	\$1,410.00	\$578.10	\$600.24	\$13,976.00	\$5,730.16
<b>WCH Totals</b>	<b>\$69,182.00</b>	<b>\$27,963.23</b>	<b>\$15,914.15</b>	<b>\$385,629.00</b>	<b>\$157,192.77</b>
<b>ADJUSTMENTS-Refunds/Credits</b>					
Balance on Contracted Amount (Lump Sum Payment of \$251,286.55)					
Actual Medicaid Rate Incurred	\$112,245.30	\$96,331.15	\$96,331.15	\$96,331.15	\$96,331.15
<b>UTMB</b>					
UTMB Physician Services	\$15,660.00	\$2,860.52	\$1,313.35	\$55,315.00	\$11,368.36
UTMB Anesthesia	\$1,098.00	\$630.63	\$506.66	\$6,222.00	\$3,642.65
UTMB In-Patient	\$10,702.97	\$3,853.07	\$8,758.26	\$80,429.19	\$28,905.92
UTMB Outpatient	\$53,873.78	\$10,642.15	\$4,356.09	\$270,330.63	\$47,808.48
<b>ADJUSTMENTS-Refunds/Credits</b>					
<b>UTMB Totals</b>	<b>\$83,239.77</b>	<b>\$17,986.37</b>	<b>\$14,934.36</b>	<b>\$415,362.86</b>	<b>\$92,004.05</b>
<b>Non-Contracted Emergency Services</b>					
Barrier Reef (UTMB ER Physician)	\$7,934.00	\$214.32	\$118.78	\$20,616.00	\$666.20
<b>Non-Contract Services Totals</b>	<b>\$7,934.00</b>	<b>\$214.32</b>	<b>\$118.78</b>	<b>\$20,616.00</b>	<b>\$666.20</b>
<b>Youth Counseling</b>					
Benjamin Odum	\$255.00	\$255.00	\$510.00	\$850.00	\$765.00
Nicki Holtzman	\$765.00	\$765.00	\$340.00	\$3,910.00	\$3,910.00
Penelope Butler	\$170.00	\$170.00	\$255.00	\$1,105.00	\$1,105.00
<b>Youth Counseling Totals</b>	<b>\$1,190.00</b>	<b>\$1,190.00</b>	<b>\$1,105.00</b>	<b>\$5,865.00</b>	<b>\$5,780.00</b>
<b>Irlen Services</b>					
Nancy Gaudet	\$0.00	\$0.00	\$1,900.00	\$4,400.00	\$4,400.00
<b>Irlen Services Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,900.00</b>	<b>\$4,400.00</b>	<b>\$4,400.00</b>
<b>Indigent Special Services</b>					
Dental Services	\$517.00	\$210.00	\$320.00	\$957.00	\$650.00
Vision Services	\$415.00	\$415.00	\$0.00	\$415.00	\$415.00
<b>Indigent Special Services Totals</b>	<b>\$932.00</b>	<b>\$625.00</b>	<b>\$320.00</b>	<b>\$1,372.00</b>	<b>\$1,065.00</b>
<b>Medical Supplies</b>					
Alliance Medical Supply (C-PAP)	\$0.00	\$0.00	\$0.00	\$140.00	\$140.00
Medial Supplies Total	\$0.00	\$0.00	\$0.00	\$140.00	\$140.00
<b>Grand Totals</b>	<b>\$165,540.80</b>	<b>\$51,013.44</b>	<b>\$36,383.83</b>	<b>\$850,865.79</b>	<b>\$278,436.40</b>

**WSHD Indigent Care Director Report  
Jul 2021 SOURCE CODE REPORT**

**Source Totals for Batch Dates 7/01/2021 through 7/31/2021 for All Vendors**

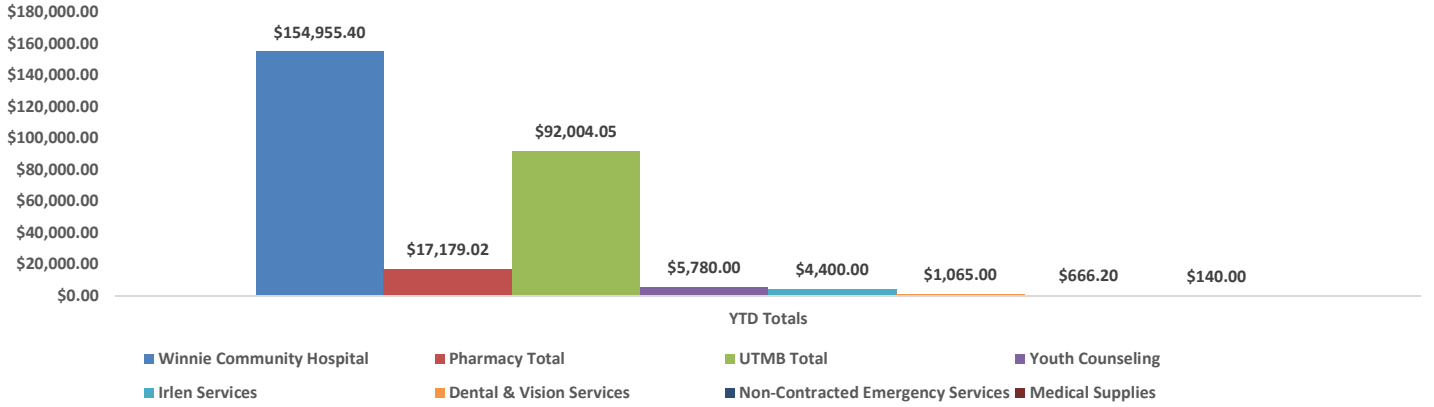
Source	Description	Amount Billed	Amount Paid	% of Total
02	Prescription Drugs	\$2,110.13	\$2,091.54	5.75%
12	Irlen Services	\$1,900.00	\$1,900.00	5.22%
14	Dental Services	\$320.00	\$320.00	0.88%
20	Physical Therapy	\$642.00	\$263.22	0.88%
21	Wch Clinic	\$7,295.00	\$2,990.95	8.22%
24	Wch Emergency Room	\$5,684.00	\$2,330.44	6.41%
25	Wch Lab/Xray	\$19,071.00	\$7,819.11	21.49%
28	Wch X-Ray (MRI)	\$3,523.00	\$1,444.43	3.97%
29	Wch Ultrasound	\$1,464.00	\$600.24	1.65%
44	Wch Lab/Xray Readings	\$1,136.00	\$465.76	1.28%
31	Utmb - Physician Services	\$8,271.00	\$1,313.35	3.61%
31-1	Utmb Anesthesia	\$854.00	\$506.66	1.39%
33	Utmb In-Patient	\$24,328.51	\$8,758.26	24.07%
34	Utmb Out-Patient	\$18,473.38	\$4,356.09	11.97%
34-1	Utmb ER Physicians - Barrier Reef	\$2,374.00	\$118.78	0.33%
39	Youth Counseling	\$1,190.00	\$1,105.00	3.04%
<b>Expenditures/Reimbursements/Adjustments</b>		<b>\$98,636.02</b>	<b>\$36,383.83</b>	<b>0%</b>
<b>Grand Total</b>		<b>\$98,636.02</b>	<b>\$36,383.83</b>	<b>100%</b>



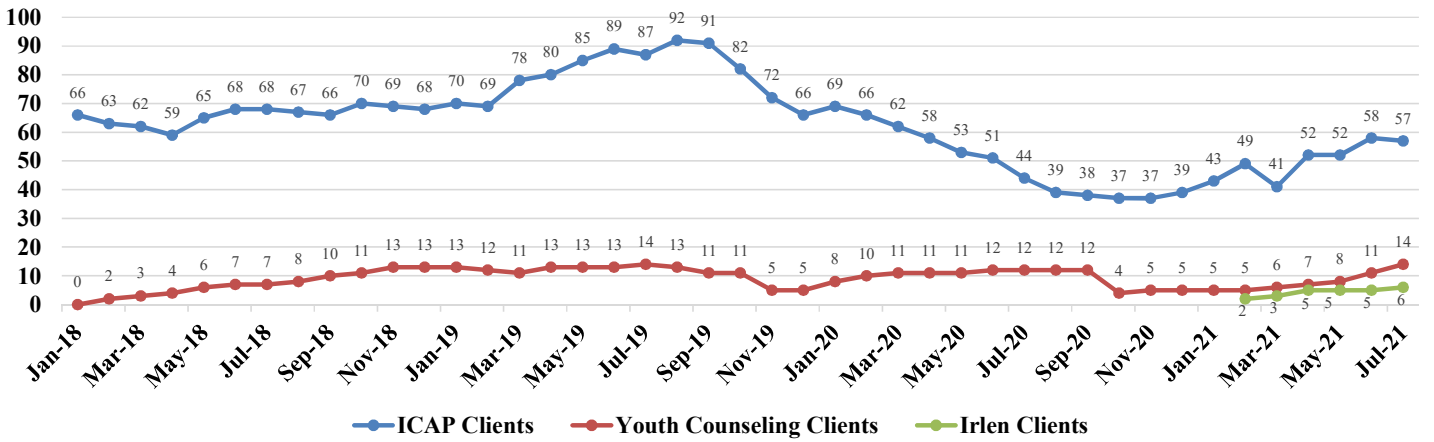
# WSHD Indigent Care Director Report

## YTD Trending

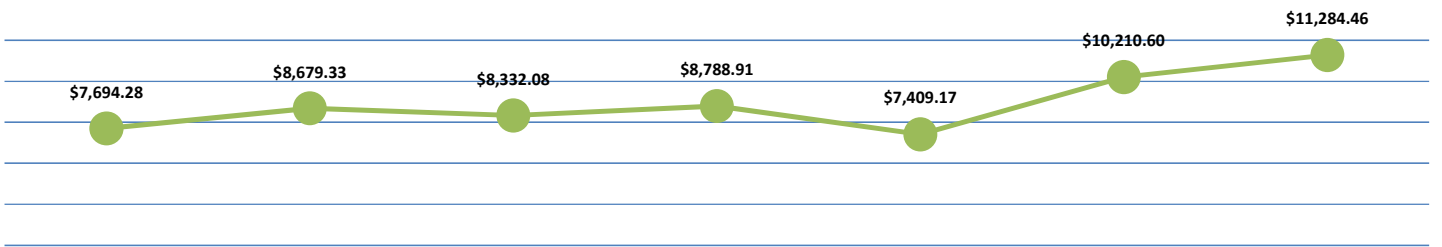
**2021 YTD Paid = \$276,189.67**  
 WCH: \$154,955.40 | RX: \$17,179.02 | UTMB: \$92,004.05 | YC: \$5,780.00 | Irlen: \$4,400.00 |  
 Dental & Vision Services: \$1,065.00 | Non-Contracted Services: \$666.20 | Medical Supplies: \$140.00



### Client Count Trending



### PHARMACY SAVINGS TO DATE = \$62,398.83



SAVINGS	SAVINGS	SAVINGS	SAVINGS	SAVINGS	SAVINGS	SAVINGS
JAN-21	FEB-21	MAR-21	APR-21	MAY-21	JUN-21	JUL-21

# Chambers County East Side Van Monthly Report



Commissioner PCT #1, Jimmy E Gore  
 211 Broadway | PO BOX 260  
 Winnie, Texas 77665  
 409-296-8250

## Jul-21

VEHICLE #1	EAST SIDE VAN #1	
TOTAL MILES DRIVEN		1781
TOTAL HOURS DRIVEN		126.75
TOTAL EXPENSES FOR MONTH		\$358.85
FUEL COST		\$358.85
REPAIRS & MAINTENANCE COST	_____	
MISC EXPENSES	_____	
TOTAL RIDERS		15
TOTAL WSHD RIDERS		0
TOTAL TRIPS		28
TOTAL TRIPS FOR WSHD RIDERS		0

VEHICLE #2	EAST SIDE VAN #2	
TOTAL MILES DRIVEN		1599
TOTAL HOURS DRIVEN		115.83
TOTAL EXPENSES FOR MONTH		\$346.12
FUEL COST		\$346.12
REPAIRS & MAINTENANCE COST	_____	
MISC EXPENSES	_____	
TOTAL RIDERS		14
TOTAL WSHD RIDERS		1
TOTAL TRIPS		33
TOTAL TRIPS FOR WSHD RIDERS		1

VEHICLE #3	VEHICLE FROM JUDGE'S FLEET	
TOTAL MILES DRIVEN		1891
TOTAL HOURS DRIVEN		109.50
TOTAL EXPENSES FOR MONTH		\$219.41
FUEL COST		\$202.41
REPAIRS & MAINTENANCE COST	_____	
MISC EXPENSES	PARKING	\$17.00
TOTAL RIDERS		14
TOTAL WSHD RIDERS		0
TOTAL TRIPS		28
TOTAL TRIPS FOR WSHD RIDERS		0

GRAND TOTALS		
MILES DRIVEN		5271
RIDERS		43
WSHD RIDERS		1
TRIPS		89
WSHD TRIPS		1
EXPENSES		\$924.38



# **EXHIBIT “D”**

<b>Winnie-Stowell Hospital District</b>			
<b>Executive Summary of Nursing Home Monthly Site Visits</b>			
<b>July 2021</b>			
<b>Facility</b>	<b>Operator</b>		<b>Comments</b>
<b>Deerbrook Skilled Nursing and Rehab Center</b>	HMG		Current Census: 83. The facility had their annual survey in July 2021, the facility has not received the full report but believe the survey went well. A full summary of the survey will be available at the next visit. There were three reportable incidents since the last visit, all were unsubstantiated following state review. The facility has put a PIP in place to reduce the number of falls, the regional nurse has overseen the PIP and there has been a noticeable decrease in the number of falls.
<b>Friendship Haven Health and Rehab</b>	HMG		Current Census: 106. The facility had their annual survey in October 2020, they had a deficiency free survey. There were two reportable incidents since the last visit, both for falls, the state has not yet investigated. The facility is preparing for hurricane season by implementing their emergency plans should they need to evacuate. Staffing is tough now, but the facility has not had to use agency staffing.
<b>Highland Park Care Center</b>	Caring		Current Census: 52. The facility is currently in their survey window; the facility did receive two F-tags from complaints made by disgruntled former employees. There was one reportable incident since the last visit for a positive COVID test. The facility has a new interim administrator, she is doing well handling the facility. The facility has had good participation at the vaccine clinics, as of now no one else has tested positive for COVID.
<b>Park Manor of Cyfair</b>	HMG		Current Census: 95. The facility had their annual survey in November 2020, they are currently in their survey window. There were eight reportable incidents since the last visit, all for falls; the facility was not cited by the state following investigation. There have been two employees and three residents test positive for COVID recently, they think it came from a resident who was transferred from the hospital. The facility has a beautician who comes every Monday, the residents love having her in the facility.

<b>Park Manor of Cypress Station</b>	HMG	<p>Current Census: 69. The facility last had their annual survey in October 2019. The state has come to the facility for complaints in the last quarter, the facility has not been cited. The facility is planning to reopen their COVID wing to accept COVID positive patients from other facilities, this will help their census. The facility is continuing to upgrade the facility by getting new chairs for the conference room.</p>
<b>Park Manor of Humble</b>	HMG	<p>Current Census: 76. The facility had their annual survey in early July 2021, they received seven health tags and one LSC tag. The facility is preparing a POC to send to the state. The state investigated 27 reportable incidents dating back to 2020, the facility was not cited. The facility is having to remind families that the Delta variant is dangerous as some families are being cavalier with the rules.</p>
<b>Park Manor of South Belt</b>	HMG	<p>Current Census: 75. The facility last had their annual survey in September 2020, they are currently in their survey window. There were two reportable incidents since the last visit, the state has not investigated. The staff at the facility is working overtime due to staffing shortages, this is allowing the facility to not have to use agency staffing. All vaccinated residents can eat and enjoy activities in the dining room, those who are unvaccinated must distance while in common areas.</p>
<b>Park Manor of Westchase</b>	HMG	<p>Current Census: 78. The facility last had their annual survey in February 2020, they are currently in their survey window. There were six reportable incidents since the last visit, the facility did not receive any citations following state review. Of the four COVID positive cases only one was a resident. The resident was a dialysis patient who had been sent to the hospital for high white blood cell count. The facility has closed their COVID wing but if several residents were to test positive, they would open the wing back up.</p>
<b>Spring Branch Transitional Care Center</b>	Caring	<p>Current Census: 183. The facility last had their annual survey in October 2020. There were no reportable incidents since the last visit. The facility is offering a sign on bonus for new hires as they are having trouble attracting applicants. The facility has started a "red napkin" program to help staff identify which residents are having weight-loss issues, the staff then give those residents extra attention during mealtimes. The facility has been able to do their own vaccine clinics through their pharmacy, the turnout has been pretty good.</p>

<b>Oak Manor</b>	SLP		Current Census: 34. The state came to the facility to investigate a drug diversion; the complaint was substantiated, and the facility was cited. There were no reportable incidents since the last visit. At this time the facility only needs one CNA to be fully staffed. The facility is staying close to budget, their biggest expenditures are supplies and some agency staffing. The visit took place in person for the first time in over a year and the facility was in great shape.
<b>Hallettsville Nursing and Rehab Center</b>	Regency		Current Census: 76. The state was not in the facility for any reason since the last visit. There were two reportable incidents since the last visit, both were for a resident-to-resident altercation. The facility is searching for a new director of nursing. The facility underwent a remodel last year and it looks very well done in person.

**June 2021**

<b>Facility</b>	<b>Operator</b>		<b>Comments</b>
<b>Spindletop Hill</b>	Regency		Current Census: 86. The facility had their annual survey in November 2020. The state came into the facility in early May 2021, the facility received an IJ tag for quality of care. There were three reportable incidents since the last visit, all were unsubstantiated. The facility does not need any nurses, but they have lost their dietary and HR managers recently. The facility has begun to prepare for hurricane season by stoking up on essential items and going over safety measures.
<b>The Woodlands Nursing and Rehabilitation Center</b>	Regency		Current Census: 109. The facility had their annual survey in October 2020. The state came into the facility in April to investigate the pending 36 incidents, all were cleared by the state. The facility has been given permission to administer the vaccine by the state. The facility has finished the renovations to the facility, they have added a bistro café for the residents. The facility has also updated the outside of the facility by adding new fish and turtles to their pond.
<b>Willowbrook Nursing Center</b>	HMG		Current Census: 86. The facility had their annual survey in April 2021, the facility received five health citations, but none were in nursing. The state also followed up on 17 outstanding intakes to investigate, the facility was not cited. There were five reportable incidents since the last visit, two have been cleared and the other three are awaiting state review. Volunteers have been coming to the facility to see the residents, the residents are enjoying seeing some new faces.

<b>Park Manor of Conroe</b>	HMG		Current Census: 90. The facility last had their annual survey in June 2019. There were no reportable incidents since the last visit. The DON had COVID in December 2020, she is still suffering from long-haul side effects of the virus. The residents have not been too eager to begin eating the dining hall again, the staff is working to encourage the residents to be more social. The facility is planning to paint the residents rooms in the near future.
<b>Park Manor of the Woodlands</b>	HMG		Current Census: 88. The facility had their annual survey in March 2021, the facility received two citations for life safety. There was one reportable incident since the last visit for a fall with a fracture, the state has not yet investigated. The facility had a good showing on Father's Day, the residents and families were excited to be able to see each other. The facility is planning a luncheon and gifts for their nurses during CNA week.
<b>Spindletop Hill</b>	Regency		Current Census: 86. The facility had their annual survey in November 2020. The state came into the facility in early May 2021, the facility received an IJ tag for quality of care. There were three reportable incidents since the last visit, all were unsubstantiated. The facility does not need any nurses, but they have lost their dietary and HR managers recently. The facility has begun to prepare for hurricane season by stoking up on essential items and going over safety measures.
<b>The Woodlands Nursing and Rehabilitation Center</b>	Regency		Current Census: 109. The facility had their annual survey in October 2020. The state came into the facility in April to investigate the pending 36 incidents, all were cleared by the state. The facility has been given permission to administer the vaccine by the state. The facility has finished the renovations to the facility, they have added a bistro café for the residents. The facility has also updated the outside of the facility by adding new fish and turtles to their pond.

Administrator: Shemika White  
Regional Nurse: Michaela Walker, RN  
DON: Mary Heal – will start Monday, July 26, 2021

## **FACILITY INFORMATION**

Deerbrook Skilled Nursing and Rehab Center is a 124-bed facility with a current overall star rating of 4 and a Quality Measures rating of 5. The census given on the date of this Report was 83: (6) PP; (5) MC; (58) MDC; (13) HMO; (1) Hospice.

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

The Administrator reported they are still implementing their emergency plan and are following all the state/federal/local mandates. The positivity rate in Harris County is 6%. Testing is once per week for staff every Monday through the health department. At this time, Deerbrook does not have anyone in their COVID Unit. Administrator reported five residents in their Warm Zone and an additionally one resident coming today. The Regional Nurse reported the last time a resident tested COVID\_19 positive was on May 28<sup>th</sup>. This same resident had tested COVID\_10 positive the last four times but they still reported it to the State. The last time an employee tested COVID\_19 positive was on May 18, 2021. Currently, Deerbrook has six residents in their PUI Unit and full PPE is worn. The Regional Nurse stated if they were to have a resident test COVID\_19 positive at Deerbrook, they would either keep them there or discharge out to their sister facility, Cypress Station.

In May, a PIP was put in place for falls due to being triggered above the benchmark. The Regional Nurse stated she implemented daily in-servicing and rounds by the managers in June and observed major changes, for the better. Nursing staff also became more involved with meal passes and call light responses. Thereafter, Deerbrook's falls decreased tremendously the month in July. In May, they had 31 falls, 24 falls in June and so far in July, 6 falls. The Regional Nurse said she was going to keep these tools in place and is hopeful falls will not be triggered for the next month.

The Administrator discussed they are prepared for the hurricane season. Typically, Deerbrook is the receiving facility and was so last year. The Administrator reported it went really well and was very organized. These residents, once off the bus, went into their own hallway with their same staff from their building. The Administrator reported they even placed the same numbers on the rooms so that the evacuees knew where to go. The Administrator stated she was really impressed with how well organized it went and that the company did a great job in helping make it a success.

So far, 87% of residents have received their full vaccinations and 44% of employees received theirs. The Regional Nurse mentioned they try to put on an event the same time they have a COVID\_19 clinic. For example, they had a BBQ and a clinic in March and May. Families of employees are also

offered the vaccination, which is appreciated and makes sense for the facility. PPE inventory is still good.

Deerbrook has a beautician that applied and they are waiting on her to provide her license. The Administrator mentioned they celebrated the last few months with Nursing Home Week (snow cone truck, gifts and a big auction), Nurses Week (received nursing bags, 13 gifts for a drawing), and CNA Week (received t-shirts and gifts) including food provided for them to show appreciation. For the auction, employees answered survey preparation questions for a few weeks and received "Deerbrook Bucks" to accumulate for the auction. Residents were also given "Deerbrook Bucks" to managers if an employee had gone above and beyond doing something kind. The Regional Nurse laughed and said some employees bragged about having 18 million dollars and one employee bought a blanket for 3 million dollars. It was all in good fun and the residents enjoyed it too

### **SURVEY INFORMATION**

Deerbrook had their full book on July 13-16, 2021. The Administrator believed they had a good survey with a few low-scope tags; none of which were quality of care. The Regional Nurse stated they had not received their 2567 yet and may receive six tags. Those six tags were really related to three incidents. As example, one CNA missed a step for incontinent care and glove changing. They will know more in a few weeks.

### **REPORTABLE INCIDENTS**

State came out this last quarter and cleared all self-reports: Deerbrook did not receive any deficiencies.

March 1 fall w/a hematoma & Allegation of Abuse

April 2 falls w/a hematoma & Allegation of Abuse

May 2 falls w/a hematoma

All unsubstantiated

### **CLINICAL TRENDING**

#### **Incidents/Falls:**

In **March/April/May**, Deerbrook had 53 total falls, of which 16 resulted in injury, 6 Skin tears, 4 Bruises, 1 Laceration, 0 Elopements, 0 Fractures, 5 Other and 0 Behavior.

#### **Infection Control:**

Facility reports 84 total infections in **March/April/May** – 23 UTI's; 21 URIs; 2 GI's; and 38 other infections.

**Weight loss:**

During **March/April/May**, Deerbrook did not provide the information.

**Pressure Ulcers:**

Deerbrook did not provide information during **March/April/May**.

**Restraints:**

Deerbrook Skilled Nursing & Rehab Center is a restraint free facility.

**Staffing:**

Deerbrook uses contract agency. Regional Nurse reported two weekend RN supervisor and weekend treatment nurse is needed on top of a few other open positions: facility is currently in need of (1) RN 6a-2p; (1) RN 10p-6a; (1) LVN 6a-2p; (1) LVN's 2p-10p; (2) CNA's 6a-2p; (4) CNA's 2p-10p; (3) CNA's 10p-6a and (1) 6a-2p dietary.

**CASPER REPORT**

Quarter Quality Indicators (Casper)				
Indicator	Facility	State	National	Comments/PIPs
New Psychoactive Med Use (S)	0.0%	1.9%	1.8%	
Fall w/Major Injury (L)	3.8%	3.5%	3.5%	
UTI (L)	0.0%	2.1%	2.7%	
High risk with pressure ulcers (L)	9.1%	9.8%	9.7%	
Loss of Bowel/Bladder Control(L)	64.7%	51.9%	47.5%	
Catheter(L)	0.0%	2.1%	2.1%	
Physical restraint(L)	0.0%	0.0%	0.2%	
Increased ADL Assistance(L)	10.0%	20.0%	17.6%	
Excessive Weight Loss(L)	4.1%	7.0%	8.2%	



Depressive symptoms(L)	0.0%	4.9%	7.6%	
Antipsychotic medication (L)	10%	12.2%	14.6%	

**QIPP Component 1**

Indicator	QAPI Mtg Dates	PIP's Implemented (Name specific PIP's)
QAPI Meeting	3/11/2021, 4/15/2021, 5/13/2021	Falls and Wounds

**Component 2**

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

**QIPP Component 3 – CMS Long-Stay Quality Metrics**

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	9.0%	7.9%	7.9%	N	We admit residents with all stages and or unstageable wounds.
Percent of residents who received an anti-psychotic medication	10.2%	11.9%	14.2%	Y	
Percent of residents whose ability to move independently has worsened	11.3%	21.2%	23.0%	Y	

**QIPP Component 4 – CMS Long-Stay Quality Metrics**

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of residents with urinary tract infections	0.3%	2.0%	2.5%	Y	
Percent of residents whose pneumococcal vaccine is up to date.	99.7%	96.2%	94.0%	Y	
Facility has an infection control program that includes antibiotic stewardship. The program includes policies and training as well as monitoring, documenting and providing staff feedback.				Y	Infection Control Policy reviewed.  Antibiotic Stewardship Program review and is in place with all components.

Administrator: Raymond Howard  
DON: Courtney Robinson  
MDS Nurse: Julie Walter

## **FACILITY INFORMATION**

Friendship Haven is a 150-bed facility with a current overall star rating of 5 and Quality Measures star rating of 5. The census on the date of this report was 106.

Due to the current COVID-19 restrictions in place, the QIPP site visit was conducted via telephone. The Administrator was on the call. Administrator has been at the facility since 2016.

The Administrator reported they are implementing their emergency plan and are following all the state/federal/local mandates. COVID\_19 Positivity rate for Galveston County is 10.0%. The Administrator reported they are going through their protocols to prepare for the hurricane season. If Friendship Haven needed to evacuate, they typically go to a sister facility in Houston. Sometimes, they have to go to the Dallas/Ft. Worth area, if needed. Friendship Haven has a contract with a bus company through their ambulance company, Concord.

Administrator reported April of 2021 was still the last time an employee tested COVID\_19 positive. Testing is once per week for employees and surgical masks are being worn at this time in the general population. Friendship Haven has a Warm Unit Hallway on 200 for new admits who are quarantined for 14 days. At this time, they have ten residents in the Warm Zone. New admissions who have been fully vaccinated with no symptoms are in Hallway 500. The Delta Variant is a concern for the Administrator, especially in his county where it is rising at a fast pace.

A fourth COVID\_19 vaccine clinic was on April 29<sup>th</sup> through Pharm-Scripts. Friendship Haven has some a few vials on hand to provide shots to employees and residents but are applying to be able to actually have them as a supplier on an on-going basis. The Administrator reported 65% of employees and 72% of residents as of today who have received their vaccinations. PPE inventory is still good.

Dining services for residents are still going well. Wrist bands are in place for those who have been vaccinated for identification purposes. Essential caregiver visits are still ongoing in which (2) are able to come in at the same time. If a big group arrives, those individuals are outside in their common areas to visit. The beautician is still coming in the building and residents are very happy. Activities are also going well and are spread throughout the community, including the dining room and resident rooms.

The Administrator reported they still do not use any contract agency for staffing. Staffing is still a challenge, especially at times with nurses and certified nurse aides but so far, they have been able to make it. PIPS currently in place are for Falls, Infection Control and Weight Loss. Preventative maintenance is ongoing.

## **SURVEY INFORMATION**

Friendship Haven had their annual survey in October of 2020 in which they received a zero-deficiency health survey.

## **REPORTABLE INCIDENTS**

In **April/May/June**, the Administrator reported (2) self-reports: both for falls. March 5<sup>th</sup> was the last time the State was in the building and Friendship Haven did not receive any citations.

## **CLINICAL TRENDING**

### **Incidents/Falls:**

Friendship Haven in **April/May/June** reported 6 total Falls without injury and 3 Falls with injury, 3 Skin tears, 1 Bruise, 3 Fractures, 0 Laceration, 0 Elopement, 0 Behavior.

### **Infection Control:**

Friendship Haven reported 110 **sites** for infection during **April/May/June**, of which 43 Wound, 10 Resp, 40 Urine, 1 Stool and 16 Other. Information on total types of infections were not given.

### **Weight loss:**

Friendship Haven reported Weight loss in **April/May/June** – 10 residents with 5-10% in 30 days and 0 residents with > 10% loss in 30 days.

### **Pressure Ulcers:**

In **April/May/June**, Friendship Haven had 16 residents with 19 pressure ulcer sites – 1 acquired in house.

### **Restraints:**

Friendship Haven is a restraint free facility.

### **Staffing:**

Currently, Friendship Haven is in need of (1) RN 10p-6a; (3) CNA's 6a-2p; (3) CNA's 2p-10p; (4) CNA's 10p-6a.

### CASPER REPORT

Quarter Quality Indicators (Casper)				
Indicator	Facility	State	National	Comments/PIPs
New Psychoactive Med Use (S)	2.2	2.2	2.2	
Fall w/Major Injury (L)	1.1	3.5	3.5	
UTI (L)	0	2.0	2.7	
High risk with pressure ulcers (L)	4.2	9.7	9.6	
Loss of Bowel/Bladder Control(L)	73	52	47.6	
Catheter(L)	1.4	2.1	2.1	
Physical restraint(L)	0	0	0.2	
Increased ADL Assistance(L)	18.7	19.3	16.6	
Excessive Weight Loss(L)	0	6.4	7.6	
Depressive symptoms(L)	0	4.9	7.5	
Antipsychotic medication (L)	8.6	12.1	14.6	

### QIPP Component 1

Indicator	QAPI Mtg Dates	PIP's Implemented (Name specific PIP's)
QAPI Meeting	7/16/2021	Provided July's information – not last quarter. Administration – Regulatory Review

**Component 2**

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

**QIPP Component 3 – CMS Long-Stay Quality Metrics**

Indicator	National Benchmark	Baseline Target	Results	Met  Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	9.6	4.2		Y	
Percent of residents who received an anti-psychotic medication	14.6	8.6		Y	

Percent of residents whose ability to move independently has worsened	24.9	10.9		Y	
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**QIPP Component 4 – CMS Long-Stay Quality Metrics**

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of residents with urinary tract infections	2.7	0		Y	
Percent of residents whose pneumococcal vaccine is up to date.	0.65%				
Facility has an infection control program that includes antibiotic stewardship. The program includes policies and training as well as monitoring, documenting and providing staff feedback.				Y	

Interim Administrator: Wanda Hendricks (started two days ago)  
DON: Wanda Preston (started March 10<sup>th</sup>)

## **FACILITY INFORMATION**

Highland Park is a 120-bed facility with a current Overall Star Rating of 1 and a Quality Measures star rating of 4. The census given on the date of this report was 52.

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

The positivity rate in Harris County is 6%. This past Monday an employee wasn't feeling well and went to her doctor the next morning. She tested this Tuesday COVID\_19 positive. This employee worked in the housekeeping department, fully vaccinated and the last time she worked in the building was Sunday and had no symptoms. All residents were tested that Tuesday night and none of them tested COVID\_19 positive. Ms. Hendricks stated they called in a self-report as well and completed testing of the employees. No one else tested COVID\_19 positive. All staff are wearing N95 at this time in the general population. Weekly testing is occurring at this time. At this time, they have 2 residents in the COVID Unknown Unit

The State did come out to investigate some complaints in May and on July 1<sup>st</sup>. A company nurse was working with the DON on the Plan of Corrections as they received two tags: ADL's and infection control.

Families and End of Life visits are still occurring at the community but the Interim Administrator mentioned trying to make sure they follow the most recent guidelines to proceed. PPE inventory is still good, reported Ms. Hendricks. All vaccine clinics have been going very well and Ms. Hendricks mentioned most residents had received their vaccinations as well as staff.

The DON had not arrived to the facility at the time of the call, so Ms. Hendricks could not provide any more information (it was only her second day).



## **SURVEY INFORMATION**

The Interim Administrator reported the State came out on May 11<sup>th</sup> on a complaint. The facility received a F-TAG on ADL's. Also, the State came out on July 1<sup>st</sup> and the building received a F-TAG on ADL's and Infection Control. The Interim Administrator was told the complaints came from disgruntled employees who had been terminated. Highland Park Care Center is still waiting on their full book survey.

## **REPORTABLE INCIDENTS**

Self-report due to COVID\_19 employee.

## **CLINICAL TRENDING**

### **Incidents/Falls:**

Information was not provided.

### **Infection Control:**

Information was not provided.

### **Weight loss:**

Information was not provided.

### **Pressure Ulcers:**

Information was not provided.

### **Restraints:**

Highland Park does not use restraints.

### **Staffing:**

Staffing needs – no contract agency at this time.



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

**QIPP SCORECARD:**

**Component 1**

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

**Component 2**

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

**QIPP Component 3 – CMS Long-Stay Quality Metrics**

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers					Information not provided
Percent of residents who received an anti-psychotic medication					Information not provided
Percent of residents whose ability to move independently has worsened					Information not provided

**QIPP Component 4 – CMS Long-Stay Quality Metrics**

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of residents with urinary tract infections					Information not provided
Percent of residents whose pneumococcal vaccine is up to date.					Information not provided
Facility has an infection control program that includes antibiotic stewardship. The program includes policies and training as well as monitoring, documenting and providing staff feedback.				Y	Infection Control Policy reviewed. Yes  Antibiotic Stewardship Program review and is in place with all components. Yes

Administrator: Lisa Arnold  
DON: Dee Linden, RN

## **FACILITY INFORMATION**

Park Manor Cy-fair is a 120-bed facility with a current overall star rating of 4 and Quality Measures star rating of 5. The census on the date of this report was 95.

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 are still implementing their emergency plan and are following all the state/federal/local mandates. COVID\_19 Positivity rate for Harris County is 6%. Park Manor of Cy-fair is preparing for hurricane season (usually September and October) but typically they take in residents from Friendship Haven, their sister facility.

Administrator reported Park Manor of Cy-fair had an outbreak yesterday, the 20<sup>th</sup> of July. On Monday, an employee who walks to work, was screened and her temperature read 99.1. They let the employee rest and took her temperature again, and the reading was the same. They then tested her in which she came up COVID\_19 positive. Thereafter, the staffing coordinator (who had been fully vaccinated with no symptoms and wears a N95 everyday) tested COVID\_19 positive. Both positives were reported to the State and on Tuesday, one of the residents in the general population tested positive, who had only received ½ of her vaccination. They then tested their quarantined unit and two of their residents tested COVID\_19 positive. One of the residents had been sent out to the hospital for a blood transfusion and the other resident was a new admission for respite, coming from home. A COVID Unit had to be opened with the three residents and all are a- symptomatic. In-servicing and staffing is daily. Currently, they have 3 residents in the COVID\_19 Unit and 10 residents in the Quarantined Unit. Administrator reported three weeks earlier, an employee tested COVID\_19 positive but no one else tested positive, thereafter.

PPE inventory is still good. Employees on the Hot and Warm Zone are wearing full PPE and those working in the general population wear either the K95 or N95 masks plus the face shields. Residents are wearing surgical masks. Park Manor of Cy-fair is administering their own vaccines themselves, every Friday. At this time, they are giving out the Moderna vaccines and so far, a total of 94% have received their vaccinations.

The beautician is still coming every Monday and has been fully trained regarding wearing proper PPE. The Administrator reported they were trying to encourage residents to stay in their rooms at this time for meals but some insist on coming out. Residents who have been fully vaccinated wear orange bands on either their wheelchairs and bodies and those who have not been vaccinated, are separated with six-foot social distancing. Only essential caregiver visits are occurring in the COVID and

Quarantined Units and all must wear appropriate PPE items. The Activity Assistant is doing great, going room to room with coffee and juice in resident rooms and has certain activities planned for vaccinated and non-vaccinated residents. Many virtual activities such as church is on-going as Park Manor of Cy-fair hasn't pushed for volunteers to come into the building.

HMG Academy has begun but they are struggling to get their PRN aides to complete their courses. Only 66% have completed the skill courses and 88% have completed the cognitive and dementia courses. Raffle participation is provided for those who have finish their course work, which helps out. Park Manor of Cy-fair celebrated nursing home week, nurses' week and certified nursing week with gifts, t-shirts, and BBQ's. July 4<sup>th</sup> was celebrated by all with food and fun activities. The Administrator reported they are working on staffing needs as many aides could stay home and receive more money than coming to work. The facility has hire up and shift bonuses but many of those who are hired, do not show up for training. Park Manor of Cy-fair uses contract agency on occasion but continues to also work with what they have in place. A salary adjustment on evening shifts due their biggest needs has helped out some.

## **SURVEY INFORMATION**

Park Manor Cy-fair had their annual survey on November 11, 2020.

## **REPORTABLE INCIDENTS**

In **April/May/June**, the facility had (6) self-reports due to COVID\_19 positive employees and residents plus 8 other reports (falls). State came out on June 27<sup>th</sup> for the one-self report of positive COVID\_19 employee and also investigated the outstanding reports and complaints. State has not been out as of July 21<sup>st</sup> for the last (5) COVID\_19 positive self-reports.

## **CLINICAL TRENDING**

### **Incidents/Falls:**

During **April/May/June** Park Manor of Cy-fair had 41 total falls, of which 8 resulted in injury, 1 Skin Tear, 1 Laceration and 1 Bruise.

### **Infection Control:**

Park Manor of Cy-fair reports 47 total infections in **April/May/June** – 20 UTI's; 14 URI's; 3 GI infections; 1 Genital and 9 Other.

### **Weight loss:**

Park Manor of Cy-fair reported Weight loss in **April/May/June** – 10 residents with 5-10% and 3 residents with > 10% loss in 30 days.

**Pressure Ulcers:**

In **April/May/June** Park Manor of Cy-fair had 19 residents with 28 pressure ulcer sites – 1 acquired in house.

**Restraints:**

Park Manor of Cy-fair is a restraint free facility.

**Staffing:**

Administrator reports the facility is in need of (1) LVN 2p-10p; (4) CNA for 6a-2p; (4) CNA for 2p-10p; (1) CNA for 10p-6a; (2) hskp. 6a-2p and (2) dietary aide for 2p-10p.

**CASPER REPORT**

Quarter Quality Indicators (Casper)				
Indicator	Facility	State	National	Comments/PIPs
New Psychoactive Med Use (S)		%	%	Information not provided
Fall w/Major Injury (L)	3.0	3.5%	3.5%	
UTI (L)	0	2.0%	2.7%	
High risk with pressure ulcers (L)	9.1	9.7%	9.6%	
Loss of Bowel/Bladder Control(L)	93.9	52%	47.6%	Working with Rehab/Restorative
Catheter(L)	5.2	2.1%	2.1%	
Physical restraint(L)	0	0%	0.2%	
Increased ADL Assistance(L)	6.9	19.3%	16.6%	
Excessive Weight Loss(L)	0	6.4%	7.6%	
Depressive symptoms(L)	0	4.9%	7.5%	
Antipsychotic medication (L)	11.5	12.1%	14.6%	

**QIPP Component 1**

Indicator	QAPI Mtg Dates	PIP's Implemented (Name specific PIP's)
QAPI Meeting	4/15/21,5/14/21,  6/15/21	Falls and Self-Reportable

**Component 2**

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



**QIPP Component 3 – CMS Long-Stay Quality Metrics**

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	9.1%	10%	9.1%	Y	
Percent of residents who received an anti-psychotic medication	11.5%	12.1%	11.6%	Y	
Percent of residents whose ability to move independently has worsened	9.8%	10%	9.8%	Y	

**QIPP Component 4 – CMS Long-Stay Quality Metrics**

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of residents with urinary tract infections	2.7%	1.0%	0%	Y	
Percent of residents whose pneumococcal vaccine is up to date.	82.54%	90%	100%	Y	
Facility has an infection control program that includes antibiotic stewardship. The program includes policies and training as well as monitoring, documenting and providing staff feedback.				Y	Infection Control Policy reviewed.  Antibiotic Stewardship Program review and is in place with all components.

Administrator: Justin Joy  
DON: Mayra Polio, RN

### **FACILITY INFORMATION**

Park Manor Cypress Station is a 125-bed facility with a current star rating of 1 and a Quality Measures rating of 3. The census on the date of this report was 69.

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 continues to report implementing their emergency plan and following all the state/federal/local mandates. The positivity rate for Harris County is 6%. Park Manor of Cypress Station is an accepting facility if a sister facility needs to evacuate due to a hurricane. Last year they admitted twenty-six residents for two to three days. It went really smoothly as the facility brought their own staff and set up the hallways similar with the same resident roommates.

The census went down from the last quarter as Park Manor of Cypress Station closed down their COVID\_19 Unit. As of today, it will be re-opening up again in which Cypress Station will be accepting COVID\_19 admissions from hospitals, assisted living facilities and other nursing homes. Currently, Park Manor of Cypress has two patients in their Warm Zone, which is in the back half of Hall 200. The COVID Unit will be towards the back half of 300 Hall.

Visitations are still going well in which on average, six visitors come each day. If they have a large number of visitors, they usually go outside. Some visits are in the lobby if there are two to three visitors at a time. PPE inventory is good, no issues. Additional vaccine clinics have taken place since last quarter. Pharm-Script is helping to provide the vaccines and approximately half of the employees and ninety percent of residents have received their vaccine.

Appreciation of staff has been celebrated in the last quarter with nursing home week, nurses' week and certified nurse aide week. Food was a big part in the celebration and gifts were provided as well. New chairs for the conference room should be coming in soon and the regular upkeep of the building is daily. The pulmonary program is on-going and seems to be working out in a positive manner. Managerial staff is stable at this time and only a couple of unit manager nurses are new.

### **SURVEY Information**

Park Manor of Cypress Station is still waiting on their full book survey. The last full book survey was October 8, 2019. The State has been out on a few self-reports and complaints in the last quarter with no citations given.

## **REPORTABLE INCIDENTS**

Information not provided.

## **CLINICAL TRENDING**

### **Incidents/Falls:**

Information not provided.

### **Infection Control:**

Information not provided.

### **Weight loss:**

Information not provided.

### **Pressure Ulcers:**

Information not provided.

### **Restraints:**

Park Manor Cypress Station is a restraint free facility.

### **Staffing:**

Information not provided.

Quarter Quality Indicators (Casper)				
Indicator	Facility	State	National	Comments/PIPs
New Psychoactive Med Use (S)				Information not provided.
Fall w/Major Injury (L)				
UTI (L)				
High risk with pressure ulcers (L)				
Loss of Bowel/Bladder Control(L)				
Catheter(L)				
Physical restraint(L)				
Increased ADL Assistance(L)				
Excessive Weight Loss(L)				
Depressive symptoms(L)				
Antipsychotic medication (L)				

**QIPP Component 1**

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

**Component 2**

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

**QIPP Component 3 – CMS Long-Stay Quality Metrics**

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers					Information not provided.
Percent of residents who received an anti-psychotic medication					

Percent of residents whose ability to move independently has worsened					
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**QIPP Component 4 – CMS Long-Stay Quality Metrics**

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

Administrator: Craig Cannon – started mid-February  
DON: Charity Reece, RN

## **FACILITY INFORMATION**

Park Manor Humble is a 125-bed facility with a current overall rating of 2 and a Quality Measures rating of 4. The census on the date of call was 76.

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

The Administrator reports they are still implementing their emergency plan and are following all the state/federal/local mandates. Administrator reports the Covid\_19 positivity rate for Harris County is 6%. Recently, the company requested the facility to itemize and calculate amounts of food and water available in case of a hurricane. Managers have been talking to employees to receive a total amount of staff that would stay or evacuate in case of an emergency. Part of the ambulance contract (Concord) they have provides a charter bus, if it was needed. The Administrator reported there was a bigger chance of residents and staff from either Deerbrook, Cypress Station or Tomball coming to Park Manor of Humble, as they are the receiving building.

Park Manor of Humble had their full book survey on July 6<sup>th</sup> through the 9<sup>th</sup>. Seven health tags and one LSC tag was given. On top of having the annual survey, ten surveyors arrived the same day on 45 intakes from 2020: 28 self-reports and 18 complaints. The Administrator stated they had to provide all of the paper work from those intakes and it was a challenge. The Administrator reported he was glad when it was over and mentioned they ended up doing good. The Administrator stated he was surprised State had so many intakes that week because the State had come in prior those weeks on 19 other complaints. Those complaints had been cleared. After all of the intakes combined, Park Manor of Humble received seventeen substantiated tags but none of them were cited. Most tags were related to injury with a fall because company policy is to report all falls. Because there was no neglect or abuse, and Park Manor of Humble did everything possible, they were not cited.

The Administrator reported they had an employee test COVID\_19 positive last Wednesday. She reported an hour into work not feeling so good and then asked the nurse to test her. Thereafter, they tested all of the employees and residents and no one else tested COVID\_19 positive. Testing is now twice a week. PPE inventory is still good. Face shields and N95 masks are being worn in the general population by employees at this time.

Park Manor is going through the registration with NHSN to be a vaccine site. Park Manor of Humble is partnering with Memorial Hermann. So far, sixty-one residents have been vaccinated and sixty staff members have been vaccinated. They can call Memorial Hermann who will send out a representative to give the vaccine to their resident or they can call them to set up a scheduled appointment for their staff. Sixty percent of employees have received their Covid\_19 vaccines although the goal is 80%. Ninety percent of residents have received their vaccinations, so far. The Administrator reported there

are three residents who are adamant about not getting the COVID\_19 vaccine and these resident families support them in that decision.

At this time, Park Manor of Humble has six residents in their Warm Zone. Three of those residents will be coming off that unit in the next few days. If a resident tested COVID\_10 positive, they would be sent out to Cypress Station (sister facility). If there was a need to have a COVID\_19 Unit at Park Manor of Humble and they had the staff, then they would probably care for them in-house. Staffing is still a challenge and currently using Nurse Dash mainly for CNA's. The company now is looking at providing a higher base rate (\$16 per hour) and not having benefits. Park Manor of Humble is also working with Lone Star College and letting their students work their clinicals at Park Manor of Humble.

The beautician is back and comes once every two weeks. Visitation is going well but they implemented visitors wearing a bright green name tag for identification. Many families believed everything was fine and walking around the building when they shouldn't. The bright green name tag helps to make sure staff know who they are and where they should be. The facility still has it set up for one visitor at a time in the building when visiting a loved one. Families are not required to register on-line. Issues such as not understanding how to do it and the program being coded to provide at least a 24-hour notice if wanting to visit, proved problematic. Bright orange wrist bands are being worn by residents who have been fully vaccinated. Currently, activities have been mainly in the hallways.

Park Manor of Humble celebrated Nurses Week, CNA Week and Nursing Home Week. Thankful Thursday's is a weekly acknowledgement of staff in which they receive snacks, drinks and gift cards. On July 4<sup>th</sup> the community grilled hot dogs and hamburgers for residents and staff to show appreciation. A new program being rolled out is called the "buddy system." This will hopefully help with staffing in which a new CNA shadows a tenured CNA for training. After 90 days, the tenured CNA will receive a \$50 bonus and after six months, another \$50 dollar bonus and after one year, receive \$250. Check off lists will also be involved and if the new CNA passes, the tenured CNA will receive another \$50. The company also provides school supplies for those employees who sign up. So far, ninety-five back packs have been ordered. There is also an empty lot in the back and the Administrator would like to plan something fun in the future, perhaps a Fall festival, if it doesn't get worse with COVID\_19.

## **SURVEY INFORMATION**

Park Manor of Humble had their annual survey on July 6<sup>th</sup> through the 9<sup>th</sup>. The facility received seven health and 1 LSC deficiencies. Health deficiencies consisted of: infection control (foley bag touched floor); resident assessments-reasonable accommodations (resident didn't have a bariatric geriatric chair) and resident records (aides were not documenting showers); resident rights (staff stood next to resident when feeding); pharmacy (medication was given but not documented in PCC); and administration (had to go 4 days without a RN).



**REPORTABLE INCIDENTS**

Twenty-seven self-reports from 2020 were reviewed during full book survey. Fall w/ injury x 1, and Injury of unknown origin x 2.

**CLINICAL TRENDING**

**Incidents/Falls:**

During **April/May/June**, Park Manor of Humble reported 22 total falls without injury, 1 fall with injury, 2 skin tears, 1 fracture, 1 elopement, 0 bruises, 2 behaviors, 0 laceration and 0 Other.

**Infection Control:**

During **April/May/June**, Park Manor of Humble reported 53 infections of which 16 were UTI's, 3 were URIs, and 30 Other.

**Weight loss:**

During **April/May/June**, Park Manor of Humble had 5 residents with 5-10% weight loss in 1 month and 1 with >10% weight loss in 6 months.

**Pressure Ulcers:**

During, **April/May/June** Park Manor of Humble reported 1 resident with pressure ulcers with 4 sites, 1 of them facility-acquired.

**Restraints:**

Park Manor of Humble is a restraint free facility.

**Staffing:**

Currently the facility is recruiting for: (1) RN 2p-10p; (1) LVN 6a-2p; (2) LVN 2p-10p; (1) LVN 10p-6a; (5) CNA's 6a-2p; (7) CNA for 2p-10p and (4) CNA 10p-6a.

**CASPER REPORT**

Quarter Quality Indicators (Casper)				
Indicator	Facility	State	National	Comments/PIPs
New Psychoactive Med Use (S)	1.04%	1.94%	1.8%	
Fall w/Major Injury (L)	5.00%	3.42%	3.4%	PIP

UTI (L)	0	1.98%	2.51%	
High risk with pressure ulcers (L)	3.85%	7.9%	7.87%	
Loss of Bowel/Bladder Control(L)	77.78%	50.98%	47.5%	PIP
Catheter(L)	0.0	1.52%	1.6%	
Physical restraint(L)	0.0	0.06%	0.19%	
Increased ADL Assistance(L)	22.58%	18.77%	16.3%	
Excessive Weight Loss(L)	0.0	6.09%	7.22%	
Depressive symptoms(L)	0.0	4.53%	7.05%	
Antipsychotic medication (L)	2.94%	11.95%	14.17%	

**QIPP Component 1**

Indicator	QAPI Mtg Dates	PIP's Implemented (Name specific PIP's)
QAPI Meeting	5/19/2021 06/19/2021 07/19/2021	Activity assessments and prog notes, 7-day coverage for activities, 5-Star rating, pest control, resident referrals, Post D/C survey, Admission paperwork, Physical Plant inspections, Pressure ulcers, Falls, lost articles, social services assessments and prog notes.

**Component 2**

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

**QIPP Component 3 – CMS Long-Stay Quality Metrics**

Indicator	National Benchmark	Baseline Target	Results	Met  Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	7.87%	7.9%	3.85%	N	
Percent of residents who received an anti-psychotic medication	14.24%	14.24%	4.93%	Y	
Percent of residents whose ability to move independently has worsened	17.09%	18.89%	22.85%	N	

**QIPP Component 4 – CMS Long-Stay Quality Metrics**

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of residents with urinary tract infections	2.65%	2.65%	0.0%	Y	
Percent of residents whose pneumococcal vaccine is up to date.	%	%	%		
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>Infection Control Policy reviewed.</p> <p>Antibiotic Stewardship Program review and is in place with all components.</p>

Interim Administrator: AV Meghani  
DON: Tina Cook

### **FACILITY INFORMATION**

Park Manor South Belt is a 120-bed facility with a current overall star rating of 2 and Quality Measures star rating of 4. The census on the date of this report was 75: (11) MC; (10) HMO; (11) PP; (43) MDC; (0) Hospice.

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

The DON reported they are still implementing their emergency plan and are following all the state/federal/local mandates. COVID\_19 Positivity rate for Harris County is 6%. Testing is once per week. No employees or residents have tested COVID\_19 positive lately. Last time an employee tested COVID\_19 positive was back on April 19 and COVID\_19 resident on April 12.

Currently, Park Manor South Belt has (8) residents in the PUI Unit which is 300 Hall. If they have a positive resident, they would go to Hall 300 with a fire door that separates them from the others and a plastic barrier as well. PPE inventory is still good provided by Medline. Staff are wearing surgical masks in the general population but can wear a N95 if employees prefer. Full PPE is worn in the PUI Unit.

Staffing is a challenge but Park Manor South Belt is not using contract agency at this time. Employees are working extra shifts instead of bringing in contract, which the DOM states is preferably for many reasons. Weight loss and pressure ulcers are the focus for PIPS currently. COVID\_19 Vaccinations are provided by the city; five residents or employees need to sign up to receive a vial. Moderna or Pfizer is what the city offers. The DON mentioned their medical director did not want them to use Johnson & Johnson vaccination. So far, 45% of employees (DON states statistics are skewed as employees who do not work in the building are still counted) and 77% of their long-term residents have received their vaccines. DON mentioned she still has 2 court appointed guardians who will not approve the vaccines for them.

The Medical Director is still training their nurses and CNAs every other week and it continues to work out well for all. Trach care was presented this past Tuesday and the DON believes it to be very helpful and beneficial. Caregivers are being sent out to CNA classes as the nursing department is short staffed and having to work the floor a lot. Two of the caregivers are testing the following week for free which is making a difference in their lives.

Park Manor South Belt tried to do something special each day during Nursing Home Week, Nurses Week and CNA Week such as providing gifts (insulated cups) and luncheons. The facility celebrated 4<sup>th</sup> of July with hot dogs and hamburgers. Park Manor South Belt is preparing for hurricane season

and most of the time they shelter in place. The streets can flood but the water typically does not come in the building. Park Manor South Belt shelters in place for a Level 3 hurricane but would evacuate at a Level 4 if announced.

All meals and activities are in the dining room, if a resident is vaccinated. Orange wrist bands are provided to identify those who have been vaccinated and if not wearing one, the resident needs to social distance. Park Manor South Belt still has one activity director and two assistant activity directors in which they have activities seven days a week. Lighting and refurbishing all of the trim and handrails down the hallway are in a process - about 1/3<sup>rd</sup> completed. The building was also painted outside which gave it an updated look, remarked the DON.

### **SURVEY INFORMATION**

Park Manor South Belt had their annual survey on September of 2020 and currently in their open window. State came out in May on a complaint in which they were not cited. A Quality Monitoring Inspector recently came out for an Infection Control survey and the DOM reported no citations.

### **REPORTABLE INCIDENTS**

May 2, 2021 – fall with injury: State has not been out to investigate.

April 13, 2021 – subdural hematoma/false reading: State has not been out to investigate.

### **CLINICAL TRENDING**

#### **Incidents/Falls:**

During **March/April/May** Park Manor of South Belt had 14 total falls, of which 3 resulted in injury, 5 Skin tears, 1 Bruise, 0 Lacerations, 0 Elopements, 0 Fractures, 0 Other and 1 Behavior.

#### **Infection Control:**

Park Manor of South Belt reports 24 total infections in **March/April/May** 12 UTI's; 7 URIs; 1 GI; 1 Genital and 3 other infections.

#### **Weight loss:**

Park Manor of South Belt for **March/April/May** had 2 residents with 5-10% weight loss in 1 month and 6 with >10% weight loss in 6 months.

#### **Pressure Ulcers:**

Park Manor South Belt reported 5 residents with pressure ulcers with 7 sites, 2 of them facility-acquired during **March/April/May**.

#### **Restraints:**

Park Manor of South Belt is a restraint free facility.

**Staffing:**

Facility is currently in need of (1) RN for Other; (3) LVN's for 6a-2p; (3) LVN's for 2p-10p; (1) LVN 10p-6a; (6) CNA's 6a-2p; (5) CNA's 2p-10p; (3) CNA's 10p-6a.

**CASPER REPORT**

Quarter Quality Indicators (Casper)				
Indicator	Facility	State	National	Comments/PIPs
New Psychoactive Med Use (S)	0	12.1%	14.6%	
Fall w/Major Injury (L)	1.5%	3.5%	3.5%	
UTI (L)	1.8%	2.0%	2.7%	
High risk with pressure ulcers (L)	10.7%	9.7%	9.6%	
Loss of Bowel/Bladder Control(L)	84.2%	52.0%	47.6%	
Catheter(L)	7.7%	2.1%	2.1%	
Physical restraint(L)	0	0	0.2%	
Increased ADL Assistance(L)	22.6%	19.3%	16.6%	
Excessive Weight Loss(L)	23.1	6.4%	7.6%	
Depressive symptoms(L)	0	4.9%	7.5%	
Antipsychotic medication (L)	0	12.1%	14.6%	

**QIPP Component 1**

Indicator	QAPI Mtg Dates	PIP's Implemented (Name specific PIP's)
QAPI Meeting	4/14/21  5/12/21  6/9/21	Weight loss and Fall Prevention

**Component 2**

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



**QIPP Component 3 – CMS Long-Stay Quality Metrics**

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	9.6%	9.7%	10.7%	Y	
Percent of residents who received an anti-psychotic medication	14.6%	12.1%	0%	Y	
Percent of residents whose ability to move independently has worsened	24.9%	23.4%	12.1%	Y	

**QIPP Component 4 – CMS Long-Stay Quality Metrics**

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of residents with urinary tract infections	2.8%	1.3%	1.3%	Y	
Percent of residents whose pneumococcal vaccine is up to date.	%	0%	0%	Y	
Facility has an infection control program that includes antibiotic stewardship. The program includes policies and training as well as monitoring, documenting and providing staff feedback.				Y	<p>Infection Control Policy reviewed.</p> <p>Antibiotic Stewardship Program review and is in place with all components.</p>

Cory Thompson-Administrator  
Christina Gibbs-DON

## **FACILITY INFORMATION**

Park Manor Westchase is a 125-bed facility with a current overall star rating of 2 and a Quality of Resident Care star rating of 5. The census on the date of the report was 78: 6 PP; 4 MC; 54 MDC; 11 HMO; and 3 Hospice.

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

The Administrator reported they are still implementing their emergency plan and are following all the state/federal/local mandates. Administrator reports the positivity rate for Harris County is 9.3%. Testing is every three to five days (company policy) as they had four COVID\_19 positive cases recently. Three of the four COVID\_19 positives were employees. One employee (from dietary department) has not returned to work as they were the latest one testing positive. The other staff members are back and have recovered. All were either a-symptomatic or had very mild symptoms. The resident who tested COVID\_19 positive was a dialysis patient who tested positive on July 20<sup>th</sup>. This resident had been sent out to the hospital due to elevated white blood cells with heart issues and refused three days of dialysis. She was in a room by herself, so she didn't expose a roommate. The test results came in that night when she was at the hospital. This resident passed away and COVID\_19 was listed on the death certificate although she had multiple comorbidities reported the DON.

The DON reported if another resident tested COVID\_19 positive, they would initially discharge that resident out to a sister facility who has a COVID Unit already in place. This sister facility would probably be Cypress Station. If more residents in the building became COVID\_19 positive and was widespread in Park Manor of Westchase, then they would care for those COVID\_19 positives in-house. The DON reported the Warm Zone would turn into the HOT COVID Zone and they would assign another hallway for Warm Zone. Currently, they have two Warm Zones: the hallway where the prior COVID\_19 positive resident was (currently 21 residents residing there) and another designated Warm hallway for those new admissions (7 at this time). N95 masks are being worn in the general population at this time. PPE inventory is still good. State came out on July 20<sup>th</sup> for an infection Control survey and no citations were given to Park Manor Westchase.

Park Manor Westchase is using the Moderna vaccine for their employees and residents. Approval was given to administer the vaccines and will get started soon. Some of the employees are still on the fence with regards in receiving the shots and the Infection Preventionist Nurse continues to educating them about the benefits outweighing the risks. Approximately 48% of employees and 81% of residents so far, have received their vaccines.

Richmond Avenue is prone to flooding but typically the water does not come into the building. Power outages can occur when a hurricane is declared in the Gulf or bad weather with high winds. Park Manor Westchase depends on their generator if they lose power and they always make sure their emergency supply of food and water is well stocked.

Nurse Dash is being used primarily for CNA's and some for nurses for staffing. The DON reported focusing on Infection Control and Wounds for PIPS. The DON reported they were making sure treatments were being monitored by the wound doctor and observing to see if the wounds needed to be changed after three to four weeks if there wasn't any progress made in closure/repair of the skin. Active skin assessments for all residents are on-going as well as staff education. Weights are another PIP implemented reviewing medically and clinically with what is going on with the resident. IDT meetings are regular who are involved with the screening of weight loss and even gain. A lot of falls counted were actually many of the same residents with a change of condition. Falls with major injury is low and the nursing staff is able to show every intervention was in place, if something happened.

Park Manor of Westchase is encouraging residents to come out to the dining room with social distancing. Those residents in the Warm Zone are eating in their rooms until they can be in the general population. Activities are in small groups (5 to 6) in the dining room. The challenge to come out to participate is real since the pandemic.

In May, during Nurses Week, each nurse was given a t-shirt, treats daily and food brought in the community to show appreciation for their hard work. CNA's also received t-shirts keeping score in a competitive manner with the nurses. Certificates were also given to aides as well as flowers, drawings, coke floats and a snow cone truck for all during Nursing Home Week. The "Star of the Month" was celebrated recently, recognized by their peers. This CNA, who helps in activities as well was known for her great care and love of the residents. The staff really respect this lady and she cried as she was touched with receiving the honor. The Administrator reported they have an employee of the year in which they submit that person to the company for the "Star of the Company." This person receives \$500 and they have a chance to win a car. The Administrator mentioned he has worked for the company for four years and at least the last four years, an employee was given a car, which was amazing.

### **SURVEY Information**

Last annual survey was February 3rd of 2020. Park Manor of Westchase is still waiting for the State to come to the facility for their annual.

### **REPORTABLE INCIDENTS**

Last quarter, the administrator reported 2 self-reports: 5/6/21 & 6/22/21 - Major Falls with Injury – facility not cited. The State also came out on July 20<sup>th</sup> for the COVID\_19 positives and the facility did not receive any citations as well.

## CLINICAL TRENDING

### Incidents/Falls

During **April/May/June**, Park Manor Westchase reported 31 total falls without injury, 5 falls with injury, 3 skin tears, 2 fractures, 0 bruises, 2 behaviors, 1 laceration and 2 Other.

### Infection Control:

During **April/May/June**, Park Manor Westchase reported 32 infections of which 20 were UTI's, 10 were URIs, 1 wound infection.

### Weight loss:

During **April/May/June**, Park Manor Westchase had 10 residents with 5-10% weight loss in 1 month and 0 with >10% weight loss in 6 months.

### Pressure Ulcers:

During, **April/May/June** Park Manor Westchase reported 4 residents with pressure ulcers with 6 sites, 6 of them facility-acquired.

### Restraints:

Park Manor Westchase does not use side rails or restraints.

### Staffing:

Currently the facility is recruiting for: (8) CNA's 6a-2p; (6) CNA for 2p-10p and (2) CNA 10p-6a.

## CASPER REPORT

Quarter Quality Indicators (Casper)				
Indicator	Facility	State	National	Comments/PIPs
New Psychoactive Med Use (S)	0.0	1.9	1.8	
Fall w/Major Injury (L)	1.5	3.4	3.4	
UTI (L)	1.1	2.0	2.5	
High risk with pressure ulcers (L)	5.4%	7.9%	7.9%	
Loss of Bowel/Bladder Control(L)	73.8%	50.9%	47.5%	

Catheter(L)	2.2%	1.5%	1.6%	
Physical restraint(L)	0	0.1%	0.2%	
Increased ADL Assistance(L)	10.3%	18.7%	16.3%	
Excessive Weight Loss(L)	3.2%	6.1%	7.2%	
Depressive symptoms(L)	0	4.5%	7.1%	
Antipsychotic medication (L)	4.2%	22.8%	19.6%	

**QIPP Component 1**

Indicator	QAPI Mtg Dates	PIP's Implemented (Name specific PIP's)
QAPI Meeting	4/13/21,5/18/21, 6/15/21	Pressure Ulcer and Unplanned Weight Change Reduction & Recruitment & Retention

**Component 2**

Indicator	Benchmark Met Y/N	Comments
Did NF maintain 4 additional hours of RN staffing coverage per day, beyond the CMS mandate?	N	
Did NF maintain 8 additional hours of RN staffing coverage per day, beyond the CMS mandate?	N	

Does the NF have a staffing recruitment and retention program that includes a self-directed plan and monitoring outcomes?	Y	
Was Workforce Development data submitted q month to QIPP during the quarter?	Y	

**QIPP Component 3 – CMS Long-Stay Quality Metrics**

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	7.9%	2.4%	5.4%	N	PIP in place
Percent of residents who received an anti-psychotic medication	19.6%	6%	4.2%	Y	
Percent of residents whose ability to move independently has worsened	23%	8%	6.5%	Y	

**PP Component 4 – CMS Long-Stay Quality Metrics**

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of residents with urinary tract infections	2.5%	2%	1.1%	Y	

Percent of residents whose pneumococcal vaccine is up to date.	94%	100%	99.7%	Y	
Facility has an infection control program that includes antibiotic stewardship. The program includes policies and training as well as monitoring, documenting and providing staff feedback.				Y	<p>Infection Control Policy reviewed.</p> <p>Antibiotic Stewardship Program review and is in place with all components.</p>

Administrator: Sean Buelow  
DON: Linda Obi, RN

## **FACILITY INFORMATION**

Spring Branch Transitional Care Center is managed by Caring Healthcare. They are licensed for 198 beds and are comprised of 5 floors. The CMS overall star rating for the facility is 2 with a 3-star rating in Quality Measures. The facility specializes in Behavioral/psychiatric but also has a wing for Korean residents. The census given on the day of report was 183 with six residents in the hospital. None of the 6 residents were discharged due to COVID\_19.

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 are still implementing their emergency plan and are following all the state/federal/local mandates. Administrator reports Harris County's positivity rate was 6% and testing weekly with employees. Residents are not being tested at this time as they are not considered to be in an outbreak status. The last time an employee or resident tested COVID\_19 positive was back in February.

Currently, Spring Branch does not have any residents in the Hot Zone Unit for COVID\_19 positive. The Warm Zone has six residents at this time. Spring Branch has had three additional Covid\_19 vaccination clinics since the last quarter utilizing their own pharmacy, Med-Options. So far, 85% of the residents have received their vaccine and approximately 63% of employees have received a full series of vaccinations.

PPE Inventory is still good. Spring Branch Transitional Care utilizes Twin Med for their supplies, especially since SETRAC stopped providing the items. The Administrator mentioned they had at least ten thousand surgical masks and a huge supply of N95's.

Staffing is still a struggle. New employees are hired but then they have a low turnout for training; which is frustrating. The referral bonus by current staff didn't work so well and so now the facility is using a sign on bonus for new hires. The Administrator mentioned he hoped this would help with their staffing needs.

The facility implemented a "red napkin program" so that staff were aware of residents who had lost weight. Staff had been making extra efforts in encouraging residents to eat and at first, residents were not losing as much weight. Recently in the QA meeting, weight loss is starting to rise again which continues to be a focus for Spring Branch. Additionally, a PIP for falls has been put in place during the QA meeting. It was discovered in one week, they had more resident falls compared to the entire month of June. The Administrator mentioned they were still trying to figure out what happened in that one week as nothing presented itself as a specific problem: some resident



behaviors but no slips, falls or tripping hazards upon further review. All appropriate measures were in place as well.

Spring Branch Transitional Care Center is still looking for a beautician since the last one quit last quarter. Events for all the major holidays were celebrated with great food and gifts, especially during nursing home week. Outdoor activities have also started back up in the courtyard area and the residents are enjoying getting some fresh air and a change of scenery. Daily visitation is still on-going and the Administrator mentioned they have approximately twenty visits per day. These visits have been going well with no major issues. The freight elevator still needs a major overhaul, which is planned. The Administrator also mentioned they were always trying to give the facility a fresh look with either new furniture and beds and painting the walls on a regular basis.

### **SURVEY Information**

State was in on a compliant not long ago in which they received a citation. The Administrator did not go into the particulars but was working on the POC's. Full book survey for Spring Branch was at the end of October 2020.

### **REPORTABLE INCIDENTS**

Information not provided.

### **CLINICAL TRENDING**

#### **Incidents/Falls:**

Information not provided.

#### **Infection Control:**

Information not provided.

#### **Weight loss:**

Information not provided.

#### **Pressure Ulcers:**

Information not provided.

#### **Restraints:**

Spring Branch Transitional Care is a restraint free facility.

#### **Staffing:**

Staffing is a challenge at this time, especially in the nursing department.

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

**QIPP SCORECARD: - information not provided but per Administrator the facility met all four components.**

**Component 1**

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

**Component 2**

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

Indicator	National Benchmark	Baseline Target	Results	Met  Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers					Information not provided
Percent of residents who received an anti-psychotic medication					Information not provided

Percent of residents whose ability to move independently has worsened					Information not provided
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**QIPP Component 4 – CMS Long-Stay Quality Metrics**

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of residents with urinary tract infections					Information not provided
Percent of residents whose pneumococcal vaccine is up to date.					Information not provided
Facility has an infection control program that includes antibiotic stewardship. The program includes policies and training as well as monitoring, documenting and providing staff feedback.				Y	Infection Control Policy reviewed. Yes  Antibiotic Stewardship Program review and is in place with all components. Yes

**CONTACT:**

The site visit was conducted on July 20, 2021. I visited with Rick Motter, BSN,RN. Pat Reyes, administrator was out for a few days.

The current census is 34. The breakdown is; Medicare-2; Medicaid-23; Private Pay-8; Private Insurance-1; Hospice-1; Pending Status-.

**SURVEY:**

The state was in the facility to investigate a drug diversion. It was substantiated. The facility was cited for Misappropriation of resident's property. No fine.

**REPORTABLE INCIDENTS:**

The facility had no reportable incidents for June.

**CLINICAL TRENDING:****A. Infections:**

The facility had two residents contract Covid-19. The residents are in quarantine and doing fine.

**B. Weight Loss;**

There were no weight loss issues.

**ADDITIONAL COMMENTS:**

The facility has a four- star quality rating overall.

Restraints-0

Pressure ulcers- -0%

Falls with major injuries-3.4%

Anti-psychotic medicines- The facility is currently at 11.57%.

They need only one CNA. The facility is staying close to budget. Expenses are up because of supplies and using some agency staff. The facility had to hire some new staff in dietary.

The QAPI program continues to be beneficial to the staff and medical director. It helps with current status of the residents and treatments ordered by the medical director. The staff is working hard to stay within the guidelines set out by the QAPI program.

This was my first visit in over a year. The facility looked neat and clean. There were no odors. Visitation is limited because of the two Covid-19. They hope to ease that in a few days because the 2 residents are doing fine. They do a good job of screening anyone coming into the facility.

**CONTACT**

Administrator: Ms. Courtney Korenek, MBA-LNFA

The site visit was conducted on April 22, 2021. I visited with Mr. Lawrence on this date.

**FACILITY**

The current census target is 79. The current census is 76. The breakdown is as follows; Medicare-8; Medicaid-47; Private Pay-2; Private Insurance-1; Hospice-3; Pending Status-1; V.A.-14.

**SURVEY**

The state was not in the facility in June

**REPORTABLE INCIDENTS:**

There were two reportable incidents involving residents picking on each other and two residents having verbal misunderstandings.

**Infections:**

Infections were below thresholds. The facility is Covid-19 free.

**Weight Loss:**

There were none for last month.

**ADDITIONAL COMMENT:**

The facility is working hard to control the quality measures.

Restraints-0

Pressure ulcers; 1.32%

Falls with Major injuries- 0.

Anti-psychotic medicine- Currently at 8%.

Staffing is good with exception of needing a Director of Nursing. Budget is doing better. They are hitting most of the budget targets.

Building seems to be in good shape. It looked very neat and clean. No odors. The remodel they had last year still looks very nice.

It had been over a year since my last on-site visit. They seem to be doing well. Ms. Korenek is very personable and seems to fit in very nicely. I expect good things for the home.

# **EXHIBIT “E-1”**

2020															Average	Texas Average
Census	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Average	Texas Average		
ER Visits	187	178	193	147	162	166	141	169	190	188	194	168	174			
Conversion to Inpatient/observation	9	14	17	14	10	7	6	17	21	10	14	11	13			
<i>Percentage</i>	5%	8%	9%	10%	6%	4%	4%	10%	11%	5%	7%	7%	7%			
Transferred out	8	14	7	13	16	11	11	8	9	12	17	12	12			
<i>Percentage</i>	4%	8%	4%	9%	10%	7%	8%	5%	5%	6%	9%	7%	7%			
ER shifts covered by doctors	80%	82%	87%	72%	57%	67%	61%	55%	66%	52%	47%	52%	65%			
Number Inpatient days	83	95	69	64	75	74	60	124	90	183	201	257	115			
Number Hospice days	1	17	27	7	1	0	0	4	6	0	0	0	5			
Number Swingbed days	2	7	16	20	99	57	53	43	62	41	48	119	47			
Number Observation days	36	47	21	5	8	11	5	28	33	33	25	26	23			
Total All Inpt. Days	122	166	133	96	183	142	118	199	191	257	274	402	190			
Average Inpatient days per day	3.94	5.72	4.29	3.20	5.90	4.73	3.81	6.42	6.37	8.29	9.13	12.97	6.23	1.63		
CTs	56	71	59	39	56	48	46	57	54	80	56	60	57			
Xrays	270	268	185	160	200	169	151	194	248	280	306	305	228			
Ultrasounds	20	20	14	8	5	1	3	2	21	30	44	26	16			
Encounters - Adult Clinic	637	598	591	349	360	452	383	387	524	478	539	447	479			
Encounters - Pediatric Clinic	275	306	221	69	95	168	178	233	279	243	256	190	209			
Behavioral Health patients	45	44	39	0	0	0	0	0	0	0	0	0	11			
Physical Therapy	0	1	2	0	1	0	0	0	0	0	0	0	0			

2021															Average	Texas Average
Census	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Average	Texas Average		
ER Visits	167	170	184	225	231	256	265						214			
Conversion to Inpatient/observation	16	17	9	14	24	26	31						20			
<i>Percentage</i>	10%	10%	5%	6%	10%	10%	12%						9%			
Transferred out	7	7	12	8	17	13	12						11			
<i>Percentage</i>	4%	4%	7%	4%	7%	5%	5%						5%			
ER shifts covered by doctors	74%	51%	55%	68%	48%	60%	56%						59%			
Number Inpatient days	167	172	146	117	196	135	115						150			
Number Hospice days	0	13	7	22	7	5	18						10			
Number Swingbed days	0	50	35	20	83	26	114						47			
Number Observation days	31	12	18	33	35	32	36						28			
Total All Inpt. Days	198	247	206	192	321	198	283						235			
Average Inpatient days per day	6.39	8.52	6.65	6.40	10.35	6.60	9.13						7.72	1.63		
CTs	66	66	60	68	73	61	68						66			
Xrays	248	240	309	292	250	305	318						280			
Ultrasounds	30	42	37	39	37	32	26						35			
Encounters - Adult Clinic	409	368	517	507	455	550	497						472			
Encounters - Pediatric Clinic	226	171	285	279	168	179	242						221			
Behavioral Health patients	0	0	0	0	0	11	18						4			
Physical Therapy	1	0	0	0	1	0	1						0			

**Additional Items:**

IOP is open and serving Nursing Home patients

Acute Dialysis Care has confirmed water pressure and water volume to provide inpatient Dialysis

Laboratory inspection started August 3, will continue at a later date. Spike in hospital COVID reason for delay.

New DON start July 19th.

27 Covid patient days in July.



# **EXHIBIT “E-2”**

2014  
2019

3-2  
3-4

GC - COVID Employees

# Covid Timeline

## January & February 2020:

- We received news that the Coronavirus had come about in China.
- We went through our inventory to see what products we depended on China for considering that was where most of our medical supplies was coming from.
- We began stock piling PPE supplies due to the supply disruption in China.
- The first corona case hit the United States in February.

## March 2020:

- In March the coronavirus had gained national attention and had positive cases in all 50 states. With corona being a respiratory focused disease, we noticed that those who had corona needed ventilators so on March 23<sup>rd</sup> we purchased 4 ventilators. RT hired 4. Other hospital shortages.
- Drive through clinic at hospital. APRIL
- We realized we needed to be able to test for this virus, so we reached out to labs to try & secure PCR type testing. We secured an agreement with an outsource lab, but the actual testing did not start until July. Supply Shortages & Equipment delays were the reason we had to wait to start the actual tests.
- Due to nursing homes restricting their facilities to the public we transitioned to a telehealth program to continue treatment for our patients.
- During this time out PHP program had to shut down.
- Telehealth became an option in all our clinics, which allowed the patients who were scared of getting out, to communicate with their providers virtually.
- We had Behavioral Health making their rounds as well as Medical to ensure the patients in the nursing home patients were stable in their state.
- In March we purchased the following equipment to handle the covid outbreak: 6 Air Scrubbers, 4 Ventilators, 4 suction aspirators, 4 Mindray PT Monitors, 8 Hospital beds, 10 Bipap machines, 3 telehealth licenses.

## April 2020:

# Covid Timeline

- We were planning and preparing with the state in response to the outbreak of covid.
- The Texas National Guard came out and provided public covid testing at the Jefferson County Airport.
- The counties were working on this outbreak, you didn't know what you didn't know if you weren't testing people. So, the more testing we had going on the more we saw the saturation of the virus going on within our markets.
- During this time our main source of revenue from the surgery and imaging centers had been shut down.

## **May 2020:**

- When the coast guard and national guard pulled out from covid testing the public due to shortage of resources, the Mayor of Beaumont Becky Ames reached out to Riceland to step up in providing public testing sites in the City of Beaumont and the City of Port Arthur.
- We also provided a public drive through Covid testing area at our Winnie Hospital for not only our local community but also for those passing through.
- We were doing tests in all our clinics internally to employees & externally to the public.
- We partnered with congressman Lizzie Fletcher in Houston, TX at Greater Macedonia Baptist Church, where we provided a public drive through testing site for hundreds of people.

## **June 2020:**

- In early June we partnered with various churches around SETX to provide free covid testing for their congregation and the public. Antioch Baptist Church off hwy 69 was the largest church we tested.

## **July 2020:**

- We continued testing churches during this time and continued with our drive through sites.

# Covid Timeline

- We finally received an in-house molecular analyzer which ran the PCR covid tests from our hospital. This is a high-volume machine runs 100 tests per every 3 hours. We are the only ones who offered this to the public and in chambers county. All testing we ran was free regardless of ones income.
- Lots of work delays and shortage of supplies, we were unable to do in-house testing until September.
- During this month we purchased 2 more ventilators, and 8 patients monitoring system with telemetry.

## August & September 2020:

- We continued drive through testing at all clinics and offices all summer going into fall.
- Our patient census was at an all-time high due to COVID. 18 60% covid
- During these months we purchased 2 more ventilators, a Metaneb system, and a metabolic monitor.
- We installed our in-house testing, and we didn't charge the patient for testing. We were the only hospital in Chambers County. Regardless of insurance or not.
- We had a high nurse turnover and a demand for agency nurses.

## October 2020:

- *MS NATEED*  
Continued covid testing. We offered covid testing to apartment complexes, senior homes, senior living, daycares, and more churches.
- Javed used his contacts to help us receive what we needed.

## November 2020:

- A mass influx of patients began to arrive at our hospital from the nursing homes due to covid. This created a spike in our census.
- We received word about the covid vaccines, we began planning and preparing for us to receive the vaccines. During this time, we started to educate our staff about the doses and how to administer them.

## December 2020:

# Covid Timeline

- In December Vaccines became available to healthcare workers & first responders. We received our first 500 doses of Moderna on December 28, 2020.
- All the vaccines we received were gone in one week.
- With our census increasing we made the decision to create a covid ward and purchase more equipment. We added 2 more hospital beds, and a Binswinger glass system.
- We met with Chambers County and Bayside to conduct a plan for vaccines.

## **January 2021:**

- After speaking with public representatives from Austin, TX and Washington, DC we realized the demand was higher than the supply for vaccines.

## **February 2021:**

- Riceland suggested that Judge Branick should pull counties across SETX together to act as one team for covid testing and Vaccines. This consisted of the Beaumont Health Department, Port Arthur Health Department, Jefferson County Health Department, Harding County Health Department, Jasper/Newton Health Department, and Orange Health Department. Tyler and Chambers county did not join. However, Riceland did vaccinate and test people at the Winnie Hospital in chambers county. Our mass vaccination clinics started on February 1<sup>st</sup>, 2021.
- We were able to vaccinate 700 people in one day, including 1<sup>st</sup> and 2<sup>nd</sup> doses. We maintained 700 vaccines a day at our Winnie hospital. 11,000 a week.
- The Freeze hit during this month.

## **March 2021:**

- After joining the coalition with the various counties, not only did we have Moderna but we had then received Pfizer. We were able to give both vaccine types by March 2021.
- The demand for vaccines slowed down once the mask mandate was lifted in the state of Texas. We continued to push for vaccines but a portion of the community is still reluctant. We went from 300 vaccines a day to 30.



# Covid Timeline

## **April 2021:**

- We have also vaccinated various entities across our community including the Lamar University Athletics Department, HFISD, BISD, Chambers County Sheriff's Department, and the Jefferson County Jail. We also vaccinated the employees of locally owned small businesses in the Beaumont Area. For our senior citizens we provided vaccines & covid testing in nursing homes as well as going to patients' homes.

## **May 2021:**

- Purchased a new generator to continue to run for power losses. The freeze was a hard hit.

## **June 2021: IP Census**

## **July 2021:**

- Our normal patient census before July 1<sup>st</sup>, 2021 was anywhere between 5-8. With the new delta Variant our census has increased to 14-15. 80% of these patients today are covid patients, therefore, we have created a covid ward within the Winnie hospital. This variant has increased the demand for healthcare through our ER and inpatient area.
- We hired a new DON Holly, who has done an amazing job.

## **August 2021:**

- With this new influx of covid our demand for nursing staff has increased. We have offered bonuses, hazard pay, and have dealt with contract agencies for staffing to support this new census we are encountering. Some up to \$300 an hour. Considering we are at maximum capacity the state has recognized our need for more nurses and will be helping provide this. This will allow us to go to our max license amount of 25 patients.
- Currently we are waiting to receive the covid infusion therapy drug. This will reduce the hospitalization rate and demand for inpatients. August 18, 2021 will be the first trial of these infusions. Additionally, we will be offering this to the public as well.

# **EXHIBIT “F”**

## FIFTH AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

THIS FIFTH AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is effective as of September 1, 2021 (“Effective Date”), by and between Winnie-Stowell Hospital District, a governmental entity and body politic established pursuant to Chapter 286 of the Texas Health & Safety Code, as amended (“Operator”), and LTC Group, LLC, a Texas limited liability company (“LTC Group”).

### RECITALS

WHEREAS, Operator is engaged in the business of, among other things, operating licensed health care facilities, and LTC Group is engaged in the business of providing certain financial, operational and clinical review and other professional services to licensed health care facilities;

WHEREAS, Operator has entered into leases of the real property (the “Leases”) associated with the licensed health Facilities listed in Exhibit A, attached hereto and incorporated herein (each, a “Facility”);

WHEREAS, Operator has entered into management agreements (the “Management Agreements”) with certain entities (each, a “Manager”) under which Manager will manage the Facility on behalf of Operator;

WHEREAS, Operator desires to engage LTC Group to provide certain financial, operational and clinical review services for the Facility on behalf of Operator and LTC Group desires to provide such services for the Facility on behalf of Operator in accordance with the terms and conditions of this Agreement;

WHEREAS, Operator previously engaged LTC Group to provide certain financial, operational and clinical review services for the Facilities on behalf of Operator in accordance with the terms and conditions of Professional Services Agreements for each Facility (the “Original Services Agreements”);

WHEREAS, Operator and LTC Group previously executed a First Amended and Restated Professional Services Agreement (“First Amended Agreement”) a Second Amended and Restated Professional Services Agreement (“Second Amended Agreement”); Third Amended and Restated Professional Services Agreement (“Third Amended Agreement”); and Fourth Amended and Restated Agreement (“Fourth Amended Agreement”).

WHEREAS, Operator and LTC Group now desire to amend and restate Third Amended Agreement, as hereinafter set forth;

NOW THEREFORE, for and in consideration of the execution of this Agreement and of the mutual covenants and agreements herein contained, the parties hereby enter into this Fifth Amended and Restated Professional Services Agreement and in so doing, completely supersede and replace Third Amended Agreement, and covenant and agree as follows:

### ARTICLE 1. DEFINITION OF TERMS

The following terms when used in this Agreement shall have the meanings indicated:

“Governmental Authority” shall mean any court or any federal, state, or local legislative body or governmental municipality, department, commission, board, bureau, agency or authority, including without limitation, the Centers for Medicare and Medicaid Services (“CMS”), the Texas Health and Human



Services Commission (“HHSC”), but not including Operator.

“License” means any license, permit, decree, act, order, authorization or other approval or instrument which is necessary in order to operate the Facility in accordance with legal requirements or otherwise in accordance with this Agreement.

“Term” means the Initial Term plus any Extended Term.

## ARTICLE 2. ENGAGEMENT OF LTC GROUP

### 2.1 Engagement.

2.1.1 Upon the terms and subject to the conditions of this Agreement, Operator hereby engages LTC Group to provide certain financial, operational and clinical review services for the Facility on behalf of Operator commencing on the Effective Date. Said financial, operational and clinical review services are listed and attached hereto as Exhibit B (collectively, the “Services”).

2.1.2 The performance of all activities by LTC Group hereunder shall be on behalf of Operator for the benefit of Operator. By entering into this Agreement, Operator does not delegate to LTC Group any powers, duties or responsibilities that Operator is not authorized by law to delegate. Operator retains all other authority and control that has not been expressly delegated to LTC Group pursuant to this Agreement. Notwithstanding anything in this Agreement to the contrary, LTC Group shall not have the ability, acting alone or in concert with others, to directly or indirectly influence, direct or cause the direction of the management, expenditure of money, or policies of the Facility.

2.2 Authority and Responsibility of LTC Group. In the performance of its duties hereunder, LTC Group shall be and act as an independent contractor, with the sole duty to provide the Services for the benefit of Operator and subject to the ultimate authority and control of Operator and other restrictions described herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment relationship, or otherwise to create any liability for one party with respect to indebtedness, liabilities or obligations of the other party except as otherwise may be expressly set forth herein.

2.3 Licenses and Permits. Operator shall at all times from and after the Effective Date and during the Term of this Agreement be solely responsible for obtaining and maintaining all Licenses, permits, qualifications, certifications, and approvals from any applicable governmental agency required for the operation of the Facility. Operator shall be solely responsible for all reporting and other requirements necessary to obtain and maintain all Licenses, permits, qualifications, certifications, and approvals from any applicable governmental agency required for the operation of the Facility.

### 2.4 Representations and Warranties.

2.4.1 Operator represents and warrants to LTC Group as follows:

- (a) Operator is a hospital district established under the laws of the State of Texas.
- (b) Operator has full power and authority to enter into this Agreement and to carry out its obligations set forth herein. Operator has taken all action required by law, its organizational documents, or otherwise to be taken to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated

hereby. This Agreement is a valid and binding agreement of Operator enforceable in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditor's rights, and the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

- (c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) violate any provision of the organizational documents of Operator; (ii) violate any statute or law, or any judgment, decree, order, regulation or rule of any court or Governmental Authority, or (iii) violate any agreement to which it is bound.

2.4.2 LTC Group represents and warrants to Operator as follows:

- (a) LTC Group is a Texas limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas.
- (b) LTC Group has full power and authority to enter into this Agreement and to carry out its obligations as set forth herein. LTC Group has taken all action required by law, its organizational documents or otherwise to be taken to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement is a valid and binding agreement of LTC Group enforceable in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditor's rights, and the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.
- (c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) violate any provision of the organizational documents of LTC Group; (ii) violate any statute or law, or any judgment, decree, order, regulation or rule of any court or Governmental Authority, or (iii) violate any agreement to which LTC Group is a party or by which LTC Group or any of its properties are bound.

### **ARTICLE 3. TERM AND TERMINATION**

- 3.1 **Term.** This Agreement shall commence on the Effective Date and, subject to Sections 3.2 and 3.3, shall expire on August 31, 2022 (the "Initial Term"). The term shall be automatically extended for successive one (1) year periods ("Extended Terms") unless (i) Operator provides at least thirty (30) days' written notice prior to the expiration of the Initial Term or any Extended Term, or (ii) the Agreement is terminated in accordance with the provisions of Sections 3.2 through 3.3. At the expiration of the Initial Term or any Extended Term, Operator and LTC Group desire and agree to use good faith efforts to negotiate mutually acceptable and reasonably appropriate modifications to the Agreement to address a change in any law, regulation, rule or reimbursement level, state or federal. Except as otherwise agreed to by the parties, the terms and conditions during any such Extended Term shall be the same as the terms and conditions during the Initial Term, provided that

the terms of Article 4 may be modified. Notwithstanding any other provision, this Agreement shall terminate upon the termination of the Management Agreement.

- 3.2 For Cause Termination by Operator. This Agreement may be terminated by Operator as follows:
- 3.2.1 Immediately by Operator upon an Event of Default by LTC Group described in Sections 8.1.1; or
  - 3.2.2 Upon thirty (30) days written notice to LTC Group upon an Event of Default by LTC Group described in Sections 8.1.2 or 8.1.3 that remains uncured;
- 3.3 For Cause Termination by LTC Group. This Agreement may be terminated by LTC Group as follows:
- 3.3.1 Immediately by LTC Group upon an Event of Default by Operator described in Sections 8.2.1; or
  - 3.3.2 Upon thirty (30) days prior written notice to Operator upon an Event of Default by Operator described in Section 8.2.2 or 8.2.3 that remains uncured.
- 3.4 Termination Payment. Upon Termination of this Agreement, Operator shall pay LTC Group all accrued but unpaid Services Fees. The reconciliation and timing of these payments will be completed as soon as practicable after Termination of this Agreement. The provisions of this Section 3.4 shall survive any termination of this Agreement.

#### **ARTICLE 4. COMPENSATION**

- 4.1 Fees and Incentive Fees. In consideration of services to be performed hereunder, LTC Group shall be eligible to receive a Services Fee as described in Exhibit A. The Services Fee shall be payable monthly.
- 4.2 Fair Market Value. The parties agree that the compensation provided herein has been determined in arm's length bargaining and is consistent with fair market value as determined by a third party.

#### **ARTICLE 5. BOOKKEEPING AND BANK ACCOUNTS**

- 5.1 Access to Books and Records.
- 5.1.1 LTC Group agrees to comply with all legal requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, LTC Group and any of its affiliates providing services with a value or cost of \$10,000 or more over a twelve-month period shall make available to the Secretary the contract, books, documents, and records that are necessary to verify the nature and extent of the cost of providing such services. Such inspection shall be available up to four years after the rendering of such services. The Parties agree that any applicable attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this Agreement. This section is included and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto.

- 5.1.2 LTC Group acknowledges that all records are and shall remain the property of Operator, subject to such access and review by LTC Group as permitted by applicable law.

#### **ARTICLE 6. INSURANCE**

- 6.1 Property and Operational Insurance. During the Term of this Agreement, the Facility, at Operator's or Manager's expense, shall provide, procure and maintain all insurance required by the Management Agreement.

#### **ARTICLE 7. ACCESS AND USE OF FACILITY**

- 7.1 Access. During the Term of this Agreement, LTC Group shall have complete access to the Facility to the extent necessary to perform its obligations under this Agreement.

#### **ARTICLE 8. DEFAULT**

- 8.1 Default and Events of Default by LTC Group. The following shall each constitute a "Default" by, and an "Event of Default" with respect to, LTC Group for purposes of this Agreement:

8.1.1 LTC Group: (i) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors' rights now existing or hereafter in effect; (ii) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief; (iii) has consented to any order for relief entered with respect to the LTC Group under the Federal Bankruptcy Code; or (iv) has failed to cause the dismissal of any proceeding instituted against the party under the Federal Bankruptcy Code, or the removal of any trustee appointed with respect to the party's property under the Federal Bankruptcy Code, within ninety (90) days of the commencement of such proceeding or appointment of such trustee, as the case may be.

8.1.2 LTC Group commits any act or fails to take any action that is specifically identified as a "Default" or an "Event of Default" by LTC Group under any provision of this Agreement that is not cured, in full or in part, for a period of thirty (30) days after written notice thereof by Operator to LTC Group, or if such Default or Event of Default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided LTC Group commences to cure such Default or Event of Default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

8.1.3 The failure by LTC Group to keep, observe or perform any covenant, agreement, term or provision of this Agreement and the continuation of such failure, in full or in part, for a period of thirty (30) days after written notice thereof by Operator to LTC Group, or if such default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided LTC Group commences to cure such default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

- 8.2 Default and Events of Default by Operator. The following shall each constitute a "Default" by, and an "Event of Default" with respect to, Operator for purposes of this Agreement:

8.2.1 Operator: (i) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors' rights now existing or hereafter in effect; (ii) has initiated, either in an original proceeding or by way of answer in any state insolvency

or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief; (iii) has consented to any order for relief entered with respect to Operator under the Federal Bankruptcy Code; or (iv) has failed to cause the dismissal of any proceeding instituted against the party under the Federal Bankruptcy Code, or the removal of any trustee appointed with respect to the party's property under the Federal Bankruptcy Code, within ninety (90) days of the commencement of such proceeding or appointment of such trustee, as the case may be.

8.2.2 Operator commits any act or fails to take any action that is specifically identified as a "Default" or an "Event of Default" by Operator under any provision of this Agreement that is not cured, in full or in part, for a period of thirty (30) days after written notice thereof by LTC Group to Operator, or if such Default or Event of Default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided Operator commences to cure such Default or Event of Default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

8.2.3 The failure by Operator to keep, observe or perform any covenant, agreement, term or provision of this Agreement and the continuation of such failure, in full or in part, for a period of thirty (30) days after written notice thereof by LTC Group to Operator, or if such default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided Operator commences to cure such default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

### 8.3 Remedies Upon an Event of Default

8.3.1 Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to pursue any one or more of the following courses of action: (i) to terminate this Agreement as provided in Article 3 and (ii) to institute any and all proceedings permitted by law or at equity, including, without limitation, actions for specific performance and/or damages.

8.3.2 Upon the occurrence of an Event of Default by either party, any amounts owed to the non-defaulting party shall accrue interest at an annual rate of twelve percent (12%), compounded annually, or the maximum non-usurious rate allowed by law, on the principal balance due commencing on the original due date of such payment through the date of payment.

8.3.3 The rights granted hereunder are intended to be cumulative, and shall not be in substitution for, but shall be in addition to, any and all rights and remedies available to the non-defaulting party (including, without limitation, injunctive relief and damages) by reason of applicable provisions of law or equity.

## ARTICLE 9. INDEMNIFICATION AND HOLD HARMLESS

9.1 **INDEMNIFICATION BY LTC GROUP. LTC GROUP SHALL INDEMNIFY AND HOLD HARMLESS OPERATOR, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING IN ANY MANNER DIRECTLY OR INDIRECTLY FROM THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF LTC GROUP.**

- 9.2 **INDEMNIFICATION BY OPERATOR. TO THE FULLEST EXTENT PERMITTED BY LAW, OPERATOR SHALL INDEMNIFY AND HOLD HARMLESS LTC GROUP, ITS MEMBERS, MANAGERS, SHAREHOLDERS, PARTNERS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING IN ANY MANNER DIRECTLY OR INDIRECTLY FROM THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF OPERATOR AND ITS SHAREHOLDERS OR PARTNERS, AGENTS, EMPLOYEES, AND CONTRACTORS TO THE EXTENT THEY ARE UNDER THE DIRECTION AND CONTROL OF OPERATOR.**

## ARTICLE 10. ASSIGNMENT

### 10.1 Assignment

10.1.1 Neither LTC Group nor Operator shall assign or transfer its interest in this Agreement without the prior written consent of the other party which consent may be withheld in the sole discretion of such other party. For purposes of this Agreement, the following shall be considered an assignment or transfer of this Agreement: (i) any assignment, transfer, sale or disposition of the majority of the ownership interest of LTC Group, voluntarily or involuntarily, by the parties who owned such interest on the Effective Date, (ii) any issuance of ownership interest of LTC Group or other transaction that results in a change in the control of LTC Group or Operator, or (iii) any merger, consolidation or other similar transaction to which LTC Group or Operator is party.

10.1.2 In the event either party consents to an assignment of this Agreement by the other, no further assignment shall be made without the express consent in writing of such party, unless such assignment may otherwise be made without such consent pursuant to the terms of this Agreement. An assignment by either Operator or LTC Group of its interest in this Agreement shall not relieve Operator or LTC Group, as the case may be, from their respective obligations under this Agreement.

## ARTICLE 11. MISCELLANEOUS

11.1 Further Assurances. Except as specifically provided in this Agreement, Operator or LTC Group, as the case may be, shall cause to be executed and delivered to the other party all such other instruments and shall take or cause to be taken such further or other action as may reasonably and in good faith be deemed by the other party to be necessary or desirable in order to further assure the performance by Operator or LTC Group, as the case may be, of any of their respective obligations under this Agreement.

11.2 Confidentiality. The parties hereto agree that the matters set forth in this Agreement are strictly confidential and other than as may be required by applicable state open records law and/or securities laws and regulations, each party will make every effort to ensure that the information is not disclosed to any outside person or entities (including the press) without the written consent of the other party.

11.3 Consents. Wherever in this Agreement the consent or approval of Operator or LTC Group is required and the same is not expressly indicated to be at the sole discretion of a party, such consent or approval shall not be unreasonably withheld, shall be in writing and shall be executed by a duly authorized officer or agent of the party granting such consent or approval. If either Operator or LTC

Group fails to respond within thirty (30) days to a request by the other party for a consent or approval, such consent or approval shall be deemed to have been given.

- 11.4 Applicable Law. This Agreement shall be construed under and shall be governed by the laws of the State of Texas.
- 11.5 Headings. Headings of Articles and Sections are inserted only for convenience and in no way limit the scope of the particular Articles or Sections to which they refer.
- 11.6 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given on the date delivered, if delivered personally, on the fifth (5<sup>th</sup>) business day after being mailed by registered or certified mail (postage prepaid, return receipt requested), in each case, to the parties at the following addresses, or on the date sent and confirmed by electronic transmission to the telecopier number specified below (or at such other address or telecopier number for a party as shall be specified by notice given in accordance with this Section):

If to Operator, to:  
Winnie-Stowell Hospital District  
P.O. Box 1997  
Winnie, Texas 77662  
Attn: President

If to LTC Group:  
LTC Group, LLC  
3267 Bee Caves Road, Ste 107-511  
Austin, TX 78746  
Attn: President

- 11.7 HIPAA Compliance. The parties agree that the services provided under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the services provided herein, including but not limited to regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) (“HIPAA”) and Title 2, Section I, Chapter 181 of the Texas Medical Records Privacy Act. Furthermore, the parties shall amend this Agreement or execute any additional documentation to amend the Agreement to conform with HIPAA, the Texas Medical Records Privacy Act, or any new or revised legislation, rules, and regulations to which they are subject now or in the future, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation in order to ensure that the parties are at all times in conformance with all such laws.
- 11.8 Entire Agreement. This Agreement, together with other writings signed by the parties which are expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writings and may be changed only by a writing signed by both parties hereto.
- 11.9 Waiver. The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either

party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

- 11.10 Partial Invalidity. If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would operate as an undue hardship on LTC Group or Operator, or constitute a substantial deviation from the general intent and purpose of said parties as reflected in this Agreement.
- 11.11 Construction. No provisions of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.
- 11.12 Limit on Recourse. Operator's and LTC Group's obligations under this Agreement are not with recourse to any director, manager, officer, employee, member, or agent of Operator or LTC Group, respectively.
- 11.13 Disclaimer. None of the services or assistance offered to Operator by LTC Group, or payments made to the LTC Group, shall in any manner be construed as an inducement for the referral of any patients or for the arrangement of any services covered under a Federal healthcare program. The parties do not intend the terms of this Agreement to provide for, and nothing in this Agreement shall be deemed or in any manner construed to be, the solicitation, receipt, offer or payment of remuneration for the furnishing of any item or service for which payment may be made in whole or in part under a Federal healthcare program, or in return for purchasing, leasing, ordering or arranging for, or recommending purchasing, leasing, ordering, any good, facility, service or item for which payment may be made in whole or in part under a Federal healthcare program. Such services and assistance are wholly intended to improve the delivery of health care services to the population and communities served by the parties, and are provided in a manner so as to confer a benefit on those communities. In the event any state or federal laws or regulations, now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, Operator and LTC Group shall attempt in good faith to amend this Agreement as necessary. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangement between Operator and LTC Group.
- 11.14 Authority. Each individual who has signed this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing.
- 11.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. Executed counterparts may be delivered by facsimile (and/or Adobe ® PDF), and shall be effective when received, with the original copy sent by overnight delivery service. This Agreement shall be of no force or effect unless and until it has been executed and delivered by both parties.
- 11.16 Dispute Resolution. Each party agrees that any dispute between the Parties that arises from this Agreement, or the operation of the Facility, including any action to interpret, construe or enforce this Agreement shall be resolved through binding arbitration in accordance with Chapter 171 of the Texas Civil Practices and Remedies Code and the rules of the American Health Lawyers Association Alternative Dispute Resolution Service then in effect, or other nationally recognized alternative dispute resolution service that is mutually agreeable to the Parties. This provision shall not prohibit either Party from seeking any necessary injunctive relief from a court of competent



jurisdiction in connection with any dispute arising from this Agreement or the operation of the Facility. **THE PARTIES KNOWINGLY AND WILLINGLY WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY AND ALL DISPUTES THAT MAY ARISE FROM THIS AGREEMENT OR THE OPERATION OF THE FACILITY.**

- 11.17 Change in Law. If there is a change in any law, regulation, rule or reimbursement, state or federal, which adversely affects this Agreement, the Facility or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation, or rule, or if any of the provisions of this Agreement are found to be in violation of the laws existing at the time of such determination, and either party reasonably believes in good faith that the change, interpretation or determination will have a substantial adverse effect on that party's business operations or its rights or obligations under this Agreement, then the party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement and to take any action necessary to eliminate or reduce the substantial adverse effect on that party .

*Signature Page Follows*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the Effective Date.

**WINNIE-STOWELL HOSPITAL DISTRICT:**

By: \_\_\_\_\_

Printed:

Title: President

**LTC GROUP, LLC**

By: \_\_\_\_\_

Todd Biederman

for The Sage Group Services, LLC, its Manager

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**EXHIBIT A  
FACILITIES AND SERVICES FEES**

Facility	Address	Service Fee
Park Manor of Cypress Station	420 Lantern Bend Dr, Houston, TX, 77090	\$6,000 per month
Park Manor of Humble	19424 McKay Dr, Humble, TX, 77338	\$6,000 per month
Park Manor of Westchase	11910 Richmond Ave, Houston, TX, 77082	\$6,000 per month
Park Manor of Cyfair	11001 Crescent Moon Dr, Houston, TX, 77064	\$6,000 per month
Park Manor of Quail Valley	2350 FM 1092, Missouri City, TX, 77459	\$6,000 per month
Park Manor of Conroe	1600 Grand Lake Dr, Conroe, TX, 77301	\$6,000 per month
Park Manor of The Woodlands	1014 Windsor Lakes Blvd, The Woodlands, TX, 77384	\$6,000 per month
Park Manor of Tomball	250 School St, Tomball, TX, 77375	\$6,000 per month
Park Manor of Southbelt	11902 Resource Pkway, Houston, TX, 77089	\$6,000 per month
Deerbrook Skilled Nursing	9250 Humble Westfield Rd, Humble, TX, 77338	\$6,000 per month
Friendship Haven Healthcare	1500 Sunset Dr, Friendswood, TX, 77546	\$6,000 per month
Marshall Manor Nursing and Rehabilitation Center	1007 S Washington Ave, Marshall, TX, 75670	\$6,000 per month
Park Manor of Willowbrook	227 Russell Blvd, Nacogdoches, Texas 75965	\$6,000 per month
Highland Park Care Center	2714 Morrison, Houston, TX, 77009	\$6,000 per month
Marshall Manor West	207 West Merritt St, Marshall, TX, 75670	\$6,000 per month
Golden Villa	1104 S William St, Atlanta, TX, 75551	\$6,000 per month
Rose Haven Retreat	200 Live Oak Street, Atlanta, TX, 75551	\$6,000 per month
Spring Branch Transitional Care Center	1615 Hillendahl Rd, Houston, TX, 77055	\$6,000 per month
Garrison Nursing Home and Rehabilitation Center	333 North FM 95, Garrison, TX, 75946	\$6,000 per month
Clairmont Beaumont	1020 S 23rd St, Beaumont, TX, 77707	\$6,000 per month
The Woodlands Healthcare Center	4650 S Panther Creek Dr, The Woodlands, TX 77381	\$6,000 per month
Monument Rehabilitation and Nursing Center	120 State Loop 92, La Grange, TX, 78945	\$6,000 per month
Oakland Manor Nursing Center	1400 N Main St, Giddings, TX, 78942	\$6,000 per month
Hallettsville Rehabilitation and Nursing Center	825 W Fairwinds, Hallettsville, TX, 77964	\$6,000 per month
Oak Manor Nursing Center	624 N Converse St, Flatonia, TX, 78941	\$6,000 per month
Accel at College Station	1500 Medical Avenue College Station, TX 77845	\$6,000 per month
Cimarron Place Health & Rehabilitation	3801 Cimarron Blvd Corpus Christi Texas 78414	\$6,000 per month
Silver Springs Health & Rehabilitation Center	1690 N. Treadaway Blvd Abilene, Texas 79601	\$6,000 per month

## **EXHIBIT B SERVICES**

LTC Group shall perform the following services subject to Operator's review and oversight:

1. A regular review of the Facility's finances, including, but not limited to, the following:
  - a. Monthly Payor Mix Trending and Analysis;
  - b. Monthly Financial Benchmarking;
  - c. Monthly A/R Review;
  - d. Monthly Bad Debt Review;
  - e. Monthly Budget Review: As necessary, a review of Manager's collection and deposit of all net patient revenue to the depository account and management of the cash flow of the Facility, including, without limitation, billing all patients and governmental or other third-party payors for all services provided by or at the facility, collecting all net patient revenue and paying all operating expenses and other accounts payable related to the operation of the facility;
  - f. As necessary, a review of all books and records relating to the operation of the facility;
  - g. As necessary, a review of all cost, expense and reimbursement reports and related documents relating to services provided to residents, including without limitation the Medicare and Medicaid cost reports and Texas supplemental payment programs;
  - h. As necessary, review of Minimum Data Set ("MDS") and Resident Assessment Protocols ("RAPs") on a schedule and as required by applicable federal regulations, including 42 C.F.R. §483.20;
  - i. LTC Group, as necessary, shall request and review the HHSC annual RUG review/audit; and
  - j. A review of annual operating budget proposed by Manager.
  
2. A regular review of the Facility's operations, including, but not limited to, the following:
  - a. Daily census tracking and review of monthly occupancy report;
  - b. Minimum of one (1) quarterly on-site visit with staff and/or administrator at each of the Facilities set forth in Exhibit "A"; and additional on-site visits, as needed, for Facilities identified by either party as: 1) under performing; 2) subject to an investigation or ongoing fines the State of Texas or the Centers for Medicare and Medicaid; or 3) lawsuit for failure to maintain standard of care.
  - c. Monthly operational compliance monitoring;
  - d. As needed, assist with any survey, inspection or site investigation or accreditation process conducted by a governmental, regulatory, certifying or accrediting entity with authority or jurisdiction over the Facility, and assist with the implementation of any official findings of such reviews;
  - e. Assist Operator with any legal dispute in which Operator is involved relating to the ownership, services or operation of the facility; and
  - f. Assist Operator and its certified public accountants in connection with any audit, review or reports conducted or prepared in connection with the ownership or operation of the Facility.
  
3. A regular review of the Facility's clinic performance, including, but not limited to, the following:
  - a. Monthly Weight Assessment Review;
  - b. Monthly Skin Assessment Review;
  - c. As necessary, review clinical compliance for facilities;
  - d. As necessary, Annual Clinical Policy Review;
  - e. As needed, a review of the Facility's resident care and health care policies and procedures and general administrative policies and procedures, including, without limitation, policies

- and procedures for the control of revenue and expenditures, for the purchasing of supplies and services, for the control of credit, and for the scheduling of maintenance;
- f. As necessary, assist facility in accordance with a quality assessment performance improvement program and a compliance plan; and
  - g. As necessary, as reasonably requested, review and assist with quality assurance committee.
4. Upon the request of Operator, attend meetings of Operator's governing board or executive staff to discuss services and other relevant issues.
  5. Financial services on behalf of the Operator:
    - a. Daily review of accounts for deposits; weekly wire transfers to the operators;
    - b. Review and/or prepare monthly reconciliation of back accounts;
    - c. Prepare month end closing journal entries for Operator financial statements;
    - d. Ensure financial mechanisms are in place to ensure timely distribution of funds to meet obligations;
    - e. Assist with annual Operator audits.
  6. Assist the Operator to oversee and assure compliance with the Year 3, Quality Incentive Payment Program Components and Metrics.
  7. Assist the Operator with other matters involving nursing home operations, including but not limited to, distribution of Covid-19 funds.
  8. Manager will serve as Operator's agent for purposes of demonstrating operator involvement, as delineated in 42 CFR §483.75(f), such as proof of oversight, monitoring, or attendance.