

Exhibit “A-1”

Winnie-Stowell Hospital District
Balance Sheet
As of March 31, 2022

	Mar 31, 22
ASSETS	
Current Assets	
Checking/Savings	
100 Prosperity Bank -Checking	182,467.57
104b Allegiance Bank -CD#6434	6,023,197.08
105 TexStar	690,552.95
108 Allegiance Bank NH Combined	3,588,213.00
109 First Financial Bank	20,873,861.59
Total Checking/Savings	31,358,292.19
Other Current Assets	
110 Sales Tax Receivable	132,417.87
114 Accounts Receivable NH	23,929,195.07
117 NH - QIPP Prog Receivable	8,042,165.64
118 Prepaid Expense	34,494.65
119 Prepaid IGT	9,821,797.60
Total Other Current Assets	41,960,070.83
Total Current Assets	73,318,363.02
Fixed Assets	
120 Equipment	140,654.96
121 Office Building	263,680.63
125 Accumulated Depreciation	-143,675.64
Total Fixed Assets	260,659.95
TOTAL ASSETS	73,579,022.97
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
190 NH Payables Combined	3,588,213.00
201 NHP Accounts Payable	-1,224,437.43
210.19 Loan Payable 19 QIPP 5	11,786,158.80
210.20 Loan Payable 20 QIPP 5	11,786,158.80
225 FUTA Tax Payable	112.00
230 SUTA Tax Payable	251.31
235 Payroll Liabilities	1,237.02
240 Accounts Payable NH	24,141,644.87
Total Other Current Liabilities	50,079,338.37
Total Current Liabilities	50,079,338.37
Long Term Liabilities	
280 Deferred Inflows	2,134,061.44
Total Long Term Liabilities	2,134,061.44
Total Liabilities	52,213,399.81
Equity	
300 Net Assets, Capital, net of	260,659.63
310 Net Assets-Unrestricted	20,163,178.66
315 Committed for Capital Proj	-450,000.00
Net Income	1,391,784.87
Total Equity	21,365,623.16
TOTAL LIABILITIES & EQUITY	73,579,022.97

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

As of Mar. 31, 2022

Accrual Basis

	Jan - Mar 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400 Sales Tax Revenue	185,950.05	650,000.00	-464,049.95	28.6%
405 Investment Income	3,116.10	16,000.00	-12,883.90	19.5%
409 Tobacco Settlement	0.00	12,500.00	-12,500.00	0.0%
415 Nursing Home - QIPP Program	11,837,811.00	52,902,730.70	-41,064,919.70	22.4%
Total Income	12,026,877.15	53,581,230.70	-41,554,353.55	22.4%
Gross Profit	12,026,877.15	53,581,230.70	-41,554,353.55	22.4%
Expense				
500 Admin-Administrative Salary	19,363.19	71,920.00	-52,556.81	26.9%
502 Admin-Administrative Assnt	3,679.00	24,960.00	-21,281.00	14.7%
503 Admin - Staff Incentive Pay	0.00	4,000.00	-4,000.00	0.0%
504 Admin-Administrative PR Tax	2,155.76	7,847.28	-5,691.52	27.5%
505 Admin-Board Bonds	0.00	250.00	-250.00	0.0%
515 Admin-Bank Service Charges	430.11	560.00	-129.89	76.8%
521 Professional Fees - Acctng	7,718.75	25,000.00	-17,281.25	30.9%
522 Professional Fees-Auditing	25,905.00	25,000.00	905.00	103.6%
523 Professional Fees - Legal	3,000.00	25,000.00	-22,000.00	12.0%
550 Admin-D&O / Liability Ins.	402.00	15,000.00	-14,598.00	2.7%
560 Admin-Cont Ed, Travel	0.00	9,000.00	-9,000.00	0.0%
561 Admin-Cont Ed-Medical Pers.	450.42	2,000.00	-1,549.58	22.5%
562 Admin-Travel&Mileage Reimb.	18.00	2,400.00	-2,382.00	0.8%
569 Admin-Meals	301.09	1,000.00	-698.91	30.1%
570 Admin-District/County Prom	0.00	10,000.00	-10,000.00	0.0%
571 Admin-Office Supp. & Exp.	2,919.12	7,000.00	-4,080.88	41.7%
572 Admin-Web Site	0.00	1,000.00	-1,000.00	0.0%
573 Admin-Copier Lease/Contract	634.92	4,000.00	-3,365.08	15.9%
575 Admin-Cell Phone Reimburse	450.00	1,800.00	-1,350.00	25.0%
576 Admin-Telephone/Internet	830.78	3,000.00	-2,169.22	27.7%
577 - Admin Dues	0.00	1,895.00	-1,895.00	0.0%
590 Admin-Election Cost	0.00	2,500.00	-2,500.00	0.0%
591 Admin-Notices & Fees	948.00	3,500.00	-2,552.00	27.1%
592 Admin Office Rent	1,020.00	4,080.00	-3,060.00	25.0%
593 Admin-Utilities	784.74	3,600.00	-2,815.26	21.8%
594 Admin-Casualty & Windstorm	2,540.24	2,100.00	440.24	121.0%
597 Admin-Flood Insurance	0.00	1,450.00	-1,450.00	0.0%
598 Admin-Building Maintenance	1,260.00	6,000.00	-4,740.00	21.0%
600 East Chambers ISD Partnersh	54,999.99	220,000.00	-165,000.01	25.0%
601 IC-Pmt to Hosp (Indigent)	266,892.94	240,000.00	26,892.94	111.2%
602 IC-WCH 1115 Waiver Prog	32,283.78	75,000.00	-42,716.22	43.0%
603a IC-Pharmaceutical Costs	7,221.35	40,000.00	-32,778.65	18.1%
604a IC-Non Hosp Cost-Other	980.19	2,000.00	-1,019.81	49.0%
604b IC-Non Hosp Costs UTMB	68,244.63	250,000.00	-181,755.37	27.3%
605 IC-Office Supplies/Postage	88.54	500.00	-411.46	17.7%
607 WSHD Non-Hospital - Grants	124,639.71	125,000.00	-360.29	99.7%
607.06 Marcelous Williams	13,887.50	50,000.00	-36,112.50	27.8%
608 IC-Non Hosp Costs-Specl Pro	4,046.00	7,000.00	-2,954.00	57.8%
611 IC-Indigent Care Dir Salary	15,679.99	58,240.00	-42,560.01	26.9%
612 IC-Payroll Taxes -Ind Care	854.25	4,717.44	-3,863.19	18.1%
615 IC-Software	3,327.00	13,308.00	-9,981.00	25.0%
616 IC-Travel	85.38	500.00	-414.62	17.1%
617 Youth Programs	4,420.00	12,000.00	-7,580.00	36.8%

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

As of Mar. 31, 2022

Accrual Basis

	Jan - Mar 22	Budget	\$ Over Budget	% of Budget
629 - Property Acquisition	0.00	150,000.00	-150,000.00	0.0%
630 NH Program-Mgt Fees	2,972,367.00	13,460,078.00	-10,487,711.00	22.1%
631 NH Program-IGT	5,893,080.00	26,351,286.64	-20,458,206.64	22.4%
632 NH Program-Telehealth Fees	39,938.73	160,753.96	-120,815.23	24.8%
633 NH Program-Acctg Fees	0.00	35,000.00	-35,000.00	0.0%
634 NH Program-Legal Fees	51,015.10	250,000.00	-198,984.90	20.4%
635 NH Program-LTC Fees	603,000.00	2,544,000.00	-1,941,000.00	23.7%
637 NH Program-Interest Expense	990,037.32	3,334,960.64	-2,344,923.32	29.7%
638 NH Program-Bank Fees & Misc	20.00	300.00	-280.00	6.7%
639 NH Program-Appraisal	40,411.64			
640 Nursing Home Acquisition	3,328.00			
642 FQHC	162,758.98	1,318,730.00	-1,155,971.02	12.3%
Total Expense	11,428,419.14	48,969,236.96	-37,540,817.82	23.3%
Net Ordinary Income	598,458.01	4,611,993.74	-4,013,535.73	13.0%
Other Income/Expense				
Other Income				
416 Nursing Home Operations	64,957,967.46			
Total Other Income	64,957,967.46			
Other Expense				
640 Nursing Home Oper. Expenses	64,164,640.60			
Total Other Expense	64,164,640.60			
Net Other Income	793,326.86			
Net Income	1,391,784.87	4,611,993.74	-3,220,208.87	30.2%

Exhibit “A-2”

WSHD Treasurer's Report

Reporting Date: Wednesday, April 20, 2022				
Pending Expenses	For	Amount	Funds Summary	Totals
Brookshire Brothers	Indigent Care	\$1,476.18	Prosperity Operating (Unrestricted)	\$197,081.33
Wilcox Pharmacy	Indigent Care	\$2,195.20	First Financial (Unrestricted)	\$9,918,454.01
UTMB at Galveston	Indigent Care	\$37,325.13	TexStar	\$690,552.95
UTMB Faculty Group	Indigent Care	\$7,130.43	Alligance Bank LOC (Available)	\$6,023,197.08
Barrier Reef Emergency Physician	Indigent Care	\$121.20	First Financial (Restricted)	\$12,913,094.24
Alliance Medical Services	IC Medical Supplies	\$205.00	Total District Funds	\$29,742,379.60
\$25 Optical	SP Program	\$100.00	Less First Financial (Restricted)	(\$12,913,094.24)
Dr. June Stansky, Opt	SP Program	\$120.00	Less TexStar Reserve Account	(\$690,552.95)
Penelope (Polly) Butler	Youth Counseling	\$170.00	Less Committed Funds (Capital Acquisition and Grant Funding-See below)	(\$5,341,436.33)
Nicki Holtzman	Youth Counseling	\$425.00	Cash Position (Less First Financial Restricted)	\$10,797,296.09
Kalos Counseling (Benjamin Odom)	Youth Counseling	\$1,275.00	Pending Expenses	(\$426,475.54)
Indigent Healthcare Solutions	IC Inv #73560	\$1,109.00	Ending Balance (Less expenses)	\$10,370,820.55
Benckenstein & Oxford	Inv #50396 (Jan 2022)	\$26,276.00	Total Funds (Ending Balance+LOC Outstanding+QIPP Funds Outstanding)	\$11,034,745.17
Benckenstein & Oxford	Inv #50428 (Feb 2022)	\$24,230.00	Prior Month (January)-Corrected	
Hubert Oxford	Legal Retainer	\$1,000.00	Prosperity Operating (Unrestricted)	\$377,880.60
David Sticker	Inv #74	\$3,031.25	First Financial (Unrestricted)	\$9,977,335.27
Technology Solutions of Tx	Inv #1678	\$75.00	TexStar	\$690,490.25
Felipe Ojedia-Yard Service	Invs #1024	\$300.00	Alligance Bank LOC (Available)	\$6,023,197.08
Graciela Chavez-Office Cleaning	Inv #8018607	\$120.00	First Financial (Restricted)	\$11,155,347.72
Function4	Inv #931223	\$20.18	Total District Funds	\$28,224,250.92
WSVEMS (dated)	Grant Inv Mar 2022	\$10,080.00	Less First Financial (Restricted)	(\$11,155,347.72)
Marcelous-Williams Resource Center	Grant Inv 2nd Qtrly pmt	\$13,887.50	Less TexStar Reserve Account	(\$690,490.25)
Thompson Outpatient Clinic	Grant (May Payroll)	\$61,486.00	Grant Funding-See below)	(\$2,450,688.00)
Coastal Gateway Health Center	Grant (April Req)	\$234,317.47	Cash Position (Less First Financial Restricted)	\$13,927,724.95
			Pending Expenses	(\$164,380.46)
			Ending Balance (Less expenses)	\$13,763,344.49
Total Pending Expenses:		\$426,475.54	Total Funds (Ending Balance+LOC Outstanding+QIPP Funds Outstanding)	\$14,212,016.13

First Financial Bank Reconciliations-2022.4.19

FFB Balance April 19, 2022	\$22,831,548.24				
	Restricted Funds	Total Scheduled Payment	Balance Received	Balance Due	Due to District
Yr. 5, Component 1-IGT 9, QIPP Year 5					
Component 1-Sept. (1st Half)	\$1,793,367.14	\$1,885,789.54	\$1,722,176.10	\$163,613.44	\$1,793,367.14
Component 1-Oct. (1st Half)	\$1,871,079.44	\$1,971,341.24	\$1,871,079.44	\$73,731.62	\$1,871,079.44
Component 1-Nov. (1st Half)	\$1,917,531.72	\$2,022,332.12	\$1,917,531.72	\$77,445.02	\$1,917,531.72
Qtr. 1 Totals	\$5,581,978.30	\$5,879,462.90	\$5,510,787.26	\$368,675.64	\$5,581,978.30
Component 1-Dec. (1st Half)	\$1,997,125.84	\$2,106,969.64	\$1,997,125.84	\$81,457.20	\$1,997,125.84
Component 1-Jan. (1st Half)	\$1,928,897.01	\$2,141,457.08	\$1,928,897.01	\$0.00	\$1,928,897.01
Component 1-Feb. (1st Half)	\$1,886,080.48	\$2,077,859.94	\$2,077,859.94	\$0.00	\$1,886,080.48
Qtr. 2 Totals	\$5,812,103.33	\$6,326,286.66	\$6,003,882.79	\$81,457.20	\$5,812,103.33

Loan 9 Set Aside (Salt Creek & Allegiance)

Loan 19 Payment-Sept. (1st Half)	\$1,793,367.14	\$1,793,367.14	\$1,722,176.10	(\$71,191.04)	\$1,793,367.14
Loan 19 Payment-Oct. (1st Half)	\$1,871,079.44	\$1,871,079.44	\$1,871,079.44	\$0.00	\$1,871,079.44
Loan 19 Payment-Nov. (1st Half)	\$1,917,531.72	\$1,917,531.72	\$1,917,531.72	\$0.00	\$1,917,531.72
Qtr. 1 Totals	\$5,581,978.30	\$5,581,978.30	\$5,510,787.26	(\$71,191.04)	\$5,581,978.30
Loan 19 Payment-Dec. (1st Half)	\$1,997,125.84	\$1,997,125.84	\$1,997,125.84	\$0.00	\$1,997,125.84
Loan 19 Payment-Jan. (1st Half)	\$1,928,897.01	\$1,928,897.01	\$1,928,897.01	\$0.00	\$1,928,897.01
Loan 19 Payment-Feb. (1st Half)	\$1,886,080.48	\$1,886,080.48	\$1,886,080.48	\$0.00	\$1,886,080.48
Qtr. 2 Totals	\$5,812,103.33	\$5,812,103.33	\$5,812,103.33	\$0.00	\$5,812,103.33

Yr. 5, Component 2 (Public & Private)					
Y5/Q2-Comp. 2-Dec.	\$259,303.63	\$540,442.31	\$487,481.51	\$46,033.20	\$228,177.89
Y5/Q2-Comp. 2-Jan.	\$251,619.50	\$524,175.81	\$472,113.25	\$0.00	\$220,493.76
Y5/Q2-Comp. 2-Feb.	\$246,378.73	\$508,650.41	\$508,650.41	\$0.00	\$215,252.99
Qtr. 2 Totals	\$757,301.85	\$1,573,268.53	\$1,468,245.17	\$46,033.20	\$663,924.63
Variance Payments					
Variance Payment Dec.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Variance Payment Jan.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Variance Payment Feb.	\$2,535.64	\$5,071.29	\$5,071.29	\$0.00	\$2,535.64
Qtr. 2 Variance Payment Totals	\$2,535.64	\$5,071.29	\$5,071.29	\$0.00	\$2,535.64
Mission and Red Oak Funds (See below for details)	\$425,200.68				
Non-QIPP Funds	\$3,962.00				
Balance Owed on Line of Credit	\$0.00				
Interest Reserves					
Reserve Ln 19 (Balance Due)	\$165,006.22				
Reserve Ln 20 (Balance Due)	\$165,006.22				
Total Reserves	\$330,012.44				
Restricted	\$12,913,094.24				
Unrestricted	\$9,918,454.01				
Total Funds	\$22,831,548.24				

Committed Funds		Paid for FQHC: 2021-2022	Quarterly Payment	Balance Due	Annual Payment Due
1. Property Acquisition (\$150,000.00 for 2019, 2020, 2021)	\$450,000.00				
2. FQHC Grant Funding-2022	\$1,318,730.00	\$209,008.98	\$329,682.50	\$120,673.52	\$1,198,056.48
3. FQHC Grant Funding-2023	\$681,958.00				
4. Hospital Surgical Center	\$2,890,748.33				
Total Commitments	\$5,341,436.33				

Mission and Red Oak QIPP Payments					
Mission and Red Oak Year 5 QIPP Payments	Payment to HMG	Total Due	Balance Received	Unpaid	HMG Payment to Capital Account Following ABRI Funding
Component 1					
Qtr. 1 Totals					\$205,062.20
Yr. 5, Component 1 Funds-Dec.	\$28,386.60	\$109,843.80	\$28,386.60	\$81,457.20	\$109,843.80
Yr. 5, Component 1 Funds-Jan.	\$212,560.07	\$212,560.07	\$212,560.07	\$0.00	\$212,560.07
Yr. 5, Component 1 Funds-Feb.	\$191,779.46	\$191,779.46	\$191,779.46	\$0.00	\$191,779.46
Qtr. 2 Totals	\$432,726.13	\$514,183.33	\$432,726.13	\$81,457.20	\$514,183.33
Component 2					
Yr. 5, Component 2 Funds-Dec.	\$6,927.60	\$52,960.80	\$6,927.60	\$46,033.20	\$0.00
Yr. 5, Component 2 Funds-Jan.	\$52,062.56	\$52,062.56	\$52,062.56	\$0.00	\$0.00
Yr. 5, Component 2 Funds-Feb.	\$47,018.70	\$47,018.70	\$47,018.70	\$0.00	\$0.00
Qtr. 2 Totals	\$106,008.86	\$152,042.06	\$106,008.86	\$46,033.20	\$0.00
Component 3, 4, and Lapsing Funds					
Unpaid Qtr. 2 Component 3, 4, and Lapsing Funds Totals	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,108.90)
Variance Payments					
Qtr. 1 Variance Totals and Year 4 Adj.					\$346,818.05
Yr. 5, Dec. 2021 Variance Payment	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Yr. 5, Jan. 2021 Variance Payment	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Yr. 5, Feb. 2021 Variance Payment	(113,534.31)	(\$113,534.31)	(\$113,534.31)	\$0.00	(\$113,534.31)
Qtr. 2 Totals	(113,534.31)	(\$113,534.31)	(\$113,534.31)	\$0.00	(\$113,534.31)
Total Variance Payment	(113,534.31)	(\$113,534.31)	(\$113,534.31)	\$0.00	\$233,283.74
Legal Fees	\$98,855.00				Total in Cap X
Total for Mission and Red Oak	\$425,200.68	\$552,691.08	\$425,200.68	\$127,490.40	\$845,456.48

**11 Month Outstanding Short Term Revenue Note-Loan 19 (June 1, 2021-Apr. 30, 2022)
1st Half of QIPP Year 5**

Loan 19-Principle	\$11,786,158.80	Reserve	\$165,006.22
Interest	16.80%		
Amortization Table			
	Date	Balance	Interest
		Principal Rcvd.	Payment
1	6/30/2021	\$11,786,158.80	\$165,006.22
2	7/31/2021	\$11,786,158.80	\$165,006.22
3	8/28/2021	\$11,786,158.80	\$165,006.22
4	9/30/2021	\$11,786,158.80	\$165,006.22
5-(Sept. 2021, Comp. 1)	10/31/2021	\$11,786,158.80	\$165,006.22
6-(Oct. 2021, Comp. 1)	11/30/2021	\$11,786,158.80	\$165,006.22
7-(Nov. 2021, Comp. 1)	12/31/2021	\$11,786,158.80	\$165,006.22
8-(Dec. 2021, Comp. 1)	1/31/2022	\$11,786,158.80	\$165,006.22
9 (Jan. 2021, Comp. 1)	2/28/2022	\$0.00	\$0.00
10 (Feb. 2021, Comp. 1)	3/31/2022	\$0.00	\$0.00
Reserve		\$11,786,158.80	\$0.00
11	4/30/2022	\$0.00	\$165,006.22
Amount Paid		\$0.00	\$1,815,068.42
Amount Due: October 31, 2021			\$11,786,158.80
Amount Remaining			\$0.00

**11 Month Outstanding Short Term Revenue Note-Loan (December 1, 2021-Oct. 31, 2022)
2nd Half of QIPP Year 5**

Loan 20-Principle	\$11,786,158.80	Reserve	\$165,006.22
Interest	16.80%		
Amortization Table			
	Date	Balance	Interest
		Principal Rcvd.	Payment
1	12/30/2021	\$11,786,158.80	\$165,006.22
2	1/31/2022	\$11,786,158.80	\$165,006.22
3	2/28/2022	\$11,786,158.80	\$165,006.22
4	3/31/2022	\$11,786,158.80	\$165,006.22
5-(Sept. 2021, Comp. 1)	4/30/2022	\$11,786,158.80	\$165,006.22
6-(Oct. 2021, Comp. 1)	5/31/2022	\$11,786,158.80	\$165,006.22
7-(Nov. 2021, Comp. 1)	6/30/2022	\$11,786,158.80	\$165,006.22
8-(Dec. 2021, Comp. 1)	7/31/2022	\$11,786,158.80	\$165,006.22
9 (Jan. 2021, Comp. 1)	8/31/2022	\$0.00	\$0.00
10 (Feb. 2021, Comp. 1)	9/30/2022	\$0.00	\$0.00
Reserve		\$11,786,158.80	\$0.00
11	10/31/2022	\$0.00	\$165,006.22
Amount Paid		\$0.00	\$1,815,068.42
Amount Due: October 31, 2021			\$11,786,158.80
Amount Remaining			\$0.00

Alliegance Bank Line of Credit

Balance:	\$0.00	Principle Balance Owed	\$0.00
Interest Rate:	2.35%	LOC Funds Available	\$6,023,197.08

District's Investments

	Amount	Percentage	From	To	Interest
*CD at Allegiance Bank C.D. #9503	\$6,023,197.08	0.35%	3/1/2022	3/31/2022	Paid Quarterly \$2,935.90 Pd Feb 10
Texstar C.D. #1110	\$690,552.95	0.999923%	3/1/2022	3/31/2022	Paid \$62.70 Feb 2022

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

Edward Murrell,
President

Robert "Bobby" Way
Treasurer/Investment Officer

Date

Date

Italics are Estimated amounts

Exhibit “A-3”

Winnie-Stowell Hospital District
Bank Accounts Register
As of March 23, 2022 to April 20, 2022

<i>Type</i>	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Memo</i>	<i>Clr</i>	<i>Amount</i>	<i>Balance</i>
100 Prosperity Bank -Checking							357,652.27
Check	03/23/2022	3480	Allegiance Bank	Opening Deposit for The Villa at Te...	X	(200.00)	357,452.27
Check	03/23/2022	3481	Brookshire Brothers	IC RXs Feb 2022	X	(809.23)	356,643.04
Check	03/23/2022	3482	Wilcox Pharmacy	IC RXs Feb 2022	X	(1,553.71)	355,089.33
Check	03/23/2022	3483	UTMB at Galveston	IC Batch Date 02.01.22	X	(17,782.69)	337,306.64
Check	03/23/2022	3484	UTMB Faculty Grou...	IC Batch Date 02.01.22	X	(5,403.11)	331,903.53
Check	03/23/2022	3485	Barrier Reef Energen...	IC Batch Date 02.01-28.22	M	(128.90)	331,774.63
Check	03/23/2022	3486	Omnipoint Health-D...	IC SP Batch Date 02.08.22	X	(250.00)	331,524.63
Check	03/23/2022	3487	\$25 Optical	SP IC Batch Date 02.08.22	M	(50.00)	331,474.63
Check	03/23/2022	3488	Penelope S Butler, M...	YC Batch Date 02/02/22	X	(170.00)	331,304.63
Check	03/23/2022	3489	Nicki Holtzman MS, ...	YC Batch Date 02/02/22	X	(595.00)	330,709.63
Check	03/23/2022	3490	Kalos Counseling	YC Batch Date 02/02/22	M	(1,105.00)	329,604.63
Check	03/23/2022	3491	Indigent Healthcare ...	Inv #73397	M	(1,109.00)	328,495.63
Check	03/23/2022	3492	American Education ...	92 5529 5461 S Stern	X	(150.14)	328,345.49
Check	03/23/2022	3493	Benckenstein & Oxfo...	Inv #50373 (Dec 2021)	X	(16,151.00)	312,194.49
Check	03/23/2022	3494	Hubert Oxford	Legal Retainer	X	(1,000.00)	311,194.49
Check	03/23/2022	3495	David Sticker	Inv #73	X	(2,906.25)	308,288.24
Check	03/23/2022	3496	Technology Solution...	Inv #1671	X	(75.00)	308,213.24
Check	03/23/2022	3497	Felipe Ojeda	Inv #1023	X	(300.00)	307,913.24
Check	03/23/2022	3498	Graciela Chavez	Inv #8018606	X	(120.00)	307,793.24
Check	03/23/2022	3499	Franz Strategic Solut...	Inv #WSHD005 (FQHC)	X	(30,077.79)	277,715.45
Check	03/23/2022	3500	Gunster, Yoakley & ...	Inv #699362 (FQHC)	M	(515.00)	277,200.45
Check	03/23/2022	3501	WSVEMS	Jan adj and Feb 2022 Payroll Stmt	X	(17,808.00)	259,392.45
Check	03/23/2022	3502	HMG Healthcare, LLC	VMG Appraisal HMG 11 New NHs	M	(40,411.64)	218,980.81
Check	03/23/2022	3503	Durbin & Company	Inv #10909 (2020 Audit)	M	(25,905.00)	193,075.81
Check	03/28/2022		Prosperity Bank (CC)	2704	X	(367.18)	192,708.63
Liability ...	03/30/2022		QuickBooks Payroll ...	Created by Payroll Service on 03/28/...	X	(10,268.98)	182,439.65
Paycheck	03/31/2022	DD1...	Burleson, Janci L	Direct Deposit	X		182,439.65
Paycheck	03/31/2022	DD1...	Norris, Sherrie	Direct Deposit	X		182,439.65
Paycheck	03/31/2022	DD1...	Ojeda, Patricia	Direct Deposit	X		182,439.65
Deposit	03/31/2022			Deposit, Processed	X	27.92	182,467.57
Check	04/06/2022	3504	Elite Plumbing	Inv#1859	M	(490.00)	181,977.57
Deposit	04/08/2022			ACH, Deposit, Processed	*	50,112.54	232,090.11
Check	04/08/2022	9950...	ECISD	Draft, Withdrawal, Processed	*	(18,333.33)	213,756.78
Check	04/08/2022	9950...	Riceland Medical Ce...	April Lease	*	(340.00)	213,416.78
Check	04/11/2022		IRS	ACH, Withdrawal, Processed	*	(3,664.18)	209,752.60
Check	04/12/2022	3505	Gulf Coast Electric C...	Invoice #55643 balance	M	(11,900.00)	197,852.60
Check	04/14/2022		Entergy	ACH, Withdrawal, Processed	*	(161.85)	197,690.75
Check	04/15/2022		Prosperity Bank	Fee, Withdrawal, Processed	*	(116.10)	197,574.65
Check	04/18/2022		Funcion 4-Lease fka ...	ACH, Withdrawal, Processed		(211.64)	197,363.01
Check	04/18/2022		Specturm/Time Warn...	8260170290121119		(281.68)	197,081.33
Check	04/20/2022	To P...	Brookshire Brothers	IC RXs Mar 2022		(1,476.18)	195,605.15
Check	04/20/2022	To P...	Wilcox Pharmacy	IC RXs Mar 2022		(2,195.20)	193,409.95
Check	04/20/2022	To P...	UTMB at Galveston	IC Batch Date 03.01.2022		(37,325.13)	156,084.82
Check	04/20/2022	To P...	UTMB Faculty Grou...	IC Batch Date 03.01.2022		(7,130.43)	148,954.39
Check	04/20/2022	To P...	Barrier Reef Energen...	IC Batch Date 03.01.2022		(121.20)	148,833.19
Check	04/20/2022	To P...	Alliance Medical Ser...	IC Batch Date 03.10.2022		(205.00)	148,628.19
Check	04/20/2022	To P...	\$25 Optical	IC SP Batch Date 03.08.2022 (Vision)		(100.00)	148,528.19
Check	04/20/2022	To P...	Dr. June Stansky, Op...	IC SP Batch Date 03.08.2022		(120.00)	148,408.19
Check	04/20/2022	To P...	Penelope S Butler, M...	YC Batch Date 03.02.2022		(170.00)	148,238.19
Check	04/20/2022	To P...	Nicki Holtzman MS, ...	YC Batch Date 03.02.2022		(425.00)	147,813.19
Check	04/20/2022	To P...	Kalos Counseling	YC Batch Date 03.02.2022		(1,275.00)	146,538.19
Check	04/20/2022	To P...	Indigent Healthcare ...	Inv #73560		(1,109.00)	145,429.19
Check	04/20/2022	To P...	Benckenstein & Oxfo...	Invs. 50396 (Jan 22)		(26,276.00)	119,153.19
Check	04/20/2022	To P...	David Sticker	Inv #74		(3,031.25)	116,121.94
Check	04/20/2022	To P...	Hubert Oxford	Legal Retainer		(1,000.00)	115,121.94
Check	04/20/2022	To P...	Technology Solution...	Inv #1678		(75.00)	115,046.94
Check	04/20/2022	To P...	Felipe Ojeda	Inv # 1024		(300.00)	114,746.94
Check	04/20/2022	To P...	Graciela Chavez	Inv #8048607		(120.00)	114,626.94
Check	04/20/2022	To P...	Function 4	Inv #931223 (3A0064)		(20.18)	114,606.76
Check	04/20/2022	To P...	WSVEMS	Grant (Inv Mar 2022 Payroll)		(10,080.00)	104,526.76

Winnie-Stowell Hospital District
Bank Accounts Register
As of March 23, 2022 to April 20, 2022

<i>Type</i>	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Memo</i>	<i>Clr</i>	<i>Amount</i>	<i>Balance</i>
Check	04/20/2022	To P...	Marcelous-Williams ...	Grant 2nd Qtr Pmt (MWRC)		(13,887.50)	90,639.26
Check	04/20/2022	To P...	Benckenstein & Oxfo...	Invs. 50428 (Feb 22)		(24,230.00)	66,409.26
Check	04/20/2022	To P...	Thompson Outpatien...	Grant IC (May 2022 payroll)		(61,486.00)	4,923.26
Check	04/20/2022	To P...	Coastal Gateway Hea...	Grant (FQHC April 2022)		(234,317.47)	(229,394.21)
Total 100 Prosperity Bank -Checking						(587,046.48)	(229,394.21)
109 First Financial Bank							21,132,682.99
109b FFB #4846 DACA							21,132,682.99
Check	03/23/2022			Transfer to DDA Acct No. 1110214...	X	71,191.04	21,203,874.03
Check	03/30/2022		Salt Creek Capital LLC	ACH PaymenWinnie-Stowell HCC...	X	(165,006.22)	21,038,867.81
Check	03/30/2022		Salt Creek Capital LLC	ACH PaymenWinnie-Stowell HCC...	X	(165,006.22)	20,873,861.59
Check	04/05/2022			Memo:Transfer from DDA Acct No....	M	1,272,979.70	22,146,841.29
Check	04/08/2022			Memo:Transfer from DDA Acct No....	M	693,280.37	22,840,121.66
Check	04/08/2022		Tx Comptroller	TEXNET STATE COMPTRLR CC...	M	(14,766.14)	22,825,355.52
Check	04/11/2022			Memo:Transfer from DDA Acct No....	M	517,252.71	23,342,608.23
Check	04/12/2022			Memo:Transfer from DDA Acct No....	M	3,962.00	23,346,570.23
Check	04/13/2022			Memo:Transfer from DDA Acct No....	M	23,632.41	23,370,202.64
Check	04/14/2022		LTC Group	ACH PaymenWinnie-Stowell HCC...	M	(201,000.00)	23,169,202.64
Check	04/14/2022			ACH PaymenWinnie-Stowell HCC...	M	(337,654.40)	22,831,548.24
Total 109b FFB #4846 DACA						1,698,865.25	22,831,548.24
Total 109 First Financial Bank						1,698,865.25	22,831,548.24
TOTAL						1,111,818.77	22,602,154.03

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 03/04/22-03/04/22

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

Vendor #: 65460

GL #	Description	Amount
WSHD	Wshd	1,476.18
	Expenditures	1,476.18
	Reimb/Adjustments	
	Grand Total	1,476.18

100 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1024*65460*43	WSHD	03/18/2022	12.52	12.52
1031*65460*15	WSHD	03/30/2022	8.58	8.58
1031*65460*16	WSHD	03/30/2022	9.72	9.72
1065*65460*30	WSHD	03/22/2022	10.90	10.90
1065*65460*31	WSHD	03/18/2022	8.62	8.62
1065*65460*32	WSHD	03/18/2022	18.92	18.92
1065*65460*33	WSHD	03/07/2022	13.72	13.72
1065*65460*34	WSHD	03/05/2022	10.30	10.30
1065*65460*35	WSHD	03/05/2022	10.89	10.89
1065*65460*36	WSHD	03/01/2022	11.25	11.25
1091*65460*82	WSHD	03/01/2022	16.68	16.68
1091*65460*83	WSHD	03/01/2022	14.07	14.07
1091*65460*84	WSHD	03/01/2022	12.28	12.28
1091*65460*85	WSHD	03/01/2022	8.93	8.93
1091*65460*86	WSHD	03/01/2022	16.31	16.31
1096*65460*106	WSHD	03/28/2022	13.59	13.59
1096*65460*107	WSHD	03/21/2022	44.41	44.41
1096*65460*108	WSHD	03/17/2022	29.88	29.88
1096*65460*109	WSHD	03/17/2022	14.44	14.44
1096*65460*110	WSHD	03/15/2022	74.68	0.00
1096*65460*111	WSHD	03/15/2022	44.30	44.30
1108*65460*44	WSHD	03/25/2022	9.20	9.20
1108*65460*45	WSHD	03/25/2022	38.74	38.74
1111*65460*20	WSHD	03/07/2022	9.75	9.75
1128*65460*120	WSHD	03/07/2022	9.47	9.47
1132*65460*18	WSHD	03/30/2022	22.21	22.21
1132*65460*19	WSHD	03/30/2022	22.21	22.21
1132*65460*20	WSHD	03/23/2022	8.52	8.52
1132*65460*21	WSHD	03/23/2022	26.96	26.96
1132*65460*22	WSHD	03/10/2022	9.73	9.73
1132*65460*23	WSHD	03/10/2022	9.03	9.03
1132*65460*24	WSHD	03/02/2022	11.29	11.29
1140*65460*59	WSHD	03/18/2022	9.20	9.20
1151*65460*104	WSHD	03/29/2022	11.28	11.28

GL Totals
Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 03/04/22-03/04/22

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

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1151*65460*105	WSHD	03/29/2022	8.80	8.80
1151*65460*106	WSHD	03/28/2022	10.33	10.33
1151*65460*107	WSHD	03/08/2022	9.76	9.76
1151*65460*108	WSHD	03/08/2022	8.22	8.22
1151*65460*109	WSHD	03/08/2022	8.38	8.38
1165*65460*34	WSHD	03/08/2022	21.95	21.95
1165*65460*35	WSHD	03/08/2022	15.64	15.64
1165*65460*36	WSHD	03/08/2022	56.74	56.74
1166*65460*25	WSHD	03/28/2022	9.86	9.86
1166*65460*26	WSHD	03/28/2022	11.16	11.16
1166*65460*27	WSHD	03/24/2022	10.82	10.82
1166*65460*28	WSHD	03/24/2022	19.82	19.82
1166*65460*29	WSHD	03/17/2022	9.75	9.75
1166*65460*30	WSHD	03/12/2022	14.67	14.67
1166*65460*31	WSHD	03/12/2022	13.33	13.33
1166*65460*32	WSHD	03/11/2022	9.61	9.61
1166*65460*33	WSHD	03/11/2022	9.86	9.86
1166*65460*34	WSHD	03/11/2022	11.16	11.16
1166*65460*35	WSHD	03/11/2022	13.33	13.33
1166*65460*36	WSHD	03/09/2022	14.46	14.46
1207*65460*9	WSHD	03/03/2022	26.65	26.65
1207*65460*10	WSHD	03/03/2022	14.62	14.62
1214*65460*64	WSHD	03/02/2022	9.96	9.96
1214*65460*65	WSHD	03/02/2022	11.17	11.17
1214*65460*66	WSHD	03/01/2022	10.62	10.62
1214*65460*67	WSHD	03/01/2022	19.75	19.75
1214*65460*68	WSHD	03/01/2022	14.15	14.15
1214*65460*69	WSHD	03/01/2022	8.95	8.95
1214*65460*70	WSHD	03/01/2022	9.96	9.96
1219*65460*36	WSHD	03/28/2022	10.09	10.09
1219*65460*37	WSHD	03/24/2022	11.21	11.21
1219*65460*38	WSHD	03/07/2022	9.08	9.08
1219*65460*39	WSHD	03/07/2022	13.01	13.01
1219*65460*40	WSHD	03/07/2022	9.09	9.09
1219*65460*41	WSHD	03/04/2022	9.97	9.97
1219*65460*42	WSHD	03/02/2022	10.09	10.09
1223*65460*16	WSHD	03/17/2022	78.34	78.34
1223*65460*17	WSHD	03/07/2022	13.72	13.72
1231*65460*7	WSHD	03/04/2022	24.40	24.40
1237*65460*3	WSHD	03/01/2022	30.12	30.12
2458*65460*101	WSHD	03/28/2022	10.83	10.83
2458*65460*102	WSHD	03/22/2022	9.17	9.17
2458*65460*103	WSHD	03/10/2022	10.80	10.80
2458*65460*104	WSHD	03/02/2022	9.82	9.82
2458*65460*105	WSHD	03/02/2022	25.25	25.25
2475*65460*22	WSHD	03/09/2022	9.89	9.89
2475*65460*23	WSHD	03/09/2022	10.66	10.66

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Issued 04/06/22

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 03/04/22-03/04/22

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

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
2475*65460*24	WSHD	03/09/2022	11.28	11.28
2475*65460*25	WSHD	03/09/2022	20.68	20.68
2475*65460*26	WSHD	03/09/2022	9.37	9.37
2475*65460*27	WSHD	03/09/2022	9.32	9.32
2475*65460*28	WSHD	03/09/2022	14.64	14.64
2815*65460*167	WSHD	03/07/2022	12.28	12.28
2815*65460*168	WSHD	03/05/2022	10.17	0.00
2815*65460*169	WSHD	03/07/2022	19.62	19.62
2815*65460*170	WSHD	03/05/2022	12.97	0.00
2815*65460*171	WSHD	03/07/2022	52.05	52.05
2815*65460*172	WSHD	03/05/2022	13.27	0.00
2815*65460*173	WSHD	03/07/2022	24.87	24.87
2815*65460*174	WSHD	03/05/2022	9.78	0.00
2815*65460*175	WSHD	03/05/2022	15.71	0.00
2815*65460*176	WSHD	03/05/2022	11.28	0.00
2815*65460*177	WSHD	03/04/2022	16.14	16.14
2815*65460*178	WSHD	03/04/2022	14.02	14.02
2815*65460*179	WSHD	03/04/2022	8.91	8.91
3363*65460*19	WSHD	03/21/2022	16.08	16.08
100 invoices, 100 line items			1,624.04	1,476.18
Grand Totals			1,624.04	1,476.18

100 total invoices
100 total line items

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 03/03/22-03/03/22

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

Vendor #: 18651

GL #	Description	Amount
WSHD	Wshd	2,195.20
Expenditures		2,195.20
Reimb/Adjustments		
Grand Total		2,195.20

91 total invoices

GL Totals Detail
 Invoice #

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1040*18651*70	WSHD	03/14/2022	9.22	9.22
1093*18651*100	WSHD	03/28/2022	8.98	8.98
1093*18651*101	WSHD	03/28/2022	47.44	47.44
1093*18651*102	WSHD	03/14/2022	16.97	16.97
1107*18651*51	WSHD	03/23/2022	11.13	11.13
1107*18651*52	WSHD	03/16/2022	9.10	9.10
1107*18651*53	WSHD	03/16/2022	11.13	11.13
1107*18651*54	WSHD	03/03/2022	18.78	18.78
1107*18651*55	WSHD	03/03/2022	10.02	10.02
1110*18651*38	WSHD	03/19/2022	11.35	11.35
1110*18651*39	WSHD	03/19/2022	11.63	11.63
1110*18651*40	WSHD	03/19/2022	8.71	8.71
1110*18651*41	WSHD	03/09/2022	11.07	11.07
1115*18651*54	WSHD	03/07/2022	9.57	9.57
1115*18651*55	WSHD	03/16/2022	11.07	11.07
1115*18651*56	WSHD	03/07/2022	13.98	13.98
1115*18651*57	WSHD	03/07/2022	9.06	9.06
1157*18651*96	WSHD	03/09/2022	14.92	14.92
1157*18651*97	WSHD	03/09/2022	21.76	21.76
1157*18651*98	WSHD	03/09/2022	8.74	8.74
1157*18651*99	WSHD	03/09/2022	10.47	10.47
1157*18651*100	WSHD	03/07/2022	12.88	12.88
1157*18651*101	WSHD	03/07/2022	18.64	18.64
1157*18651*102	WSHD	03/07/2022	10.02	10.02
1177*18651*32	WSHD	03/29/2022	11.07	11.07
1177*18651*33	WSHD	03/25/2022	15.74	15.74
1177*18651*34	WSHD	03/16/2022	8.64	8.64
1177*18651*35	WSHD	03/16/2022	9.96	9.96
1177*18651*36	WSHD	03/08/2022	11.07	11.07
1182*18651*7	WSHD	03/25/2022	18.62	18.62
1191*18651*74	WSHD	03/14/2022	10.94	10.94
1191*18651*75	WSHD	03/14/2022	10.59	10.59
1191*18651*76	WSHD	03/14/2022	9.34	9.34
1191*18651*77	WSHD	03/14/2022	10.33	10.33

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 03/03/22-03/03/22

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

Vendor #: 18651

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1194*18651*17	WSHD	03/17/2022	57.51	57.51
1194*18651*18	WSHD	03/17/2022	34.62	34.62
1194*18651*19	WSHD	03/17/2022	43.54	43.54
1194*18651*20	WSHD	03/07/2022	43.54	43.54
1194*18651*21	WSHD	03/01/2022	18.56	18.56
1197*18651*5	WSHD	03/09/2022	8.78	8.78
1197*18651*6	WSHD	03/02/2022	20.28	20.28
1197*18651*7	WSHD	03/02/2022	9.10	9.10
1197*18651*8	WSHD	03/02/2022	9.37	9.37
1197*18651*9	WSHD	03/02/2022	11.74	11.74
1199*18651*20	WSHD	03/28/2022	10.30	10.30
1199*18651*21	WSHD	03/28/2022	40.53	40.53
1199*18651*22	WSHD	03/28/2022	9.47	9.47
1204*18651*25	WSHD	03/28/2022	9.84	9.84
1204*18651*26	WSHD	03/28/2022	8.85	8.85
1204*18651*27	WSHD	03/15/2022	18.78	18.78
1210*18651*19	WSHD	03/22/2022	124.43	124.43
1210*18651*20	WSHD	03/14/2022	14.04	14.04
1210*18651*21	WSHD	03/14/2022	43.54	43.54
1225*18651*10	WSHD	03/16/2022	10.09	10.09
1225*18651*11	WSHD	03/16/2022	8.37	8.37
1225*18651*12	WSHD	03/16/2022	12.65	12.65
1226*18651*13	WSHD	03/07/2022	9.24	9.24
1226*18651*14	WSHD	03/07/2022	10.71	10.71
1226*18651*15	WSHD	03/07/2022	12.56	12.56
1228*18651*14	WSHD	03/18/2022	19.18	19.18
1228*18651*15	WSHD	03/02/2022	13.84	13.84
1228*18651*16	WSHD	03/02/2022	16.25	16.25
1228*18651*17	WSHD	03/12/2022	12.22	12.22
1228*18651*18	WSHD	03/10/2022	506.46	506.46
1228*18651*19	WSHD	03/09/2022	16.97	16.97
1229*18651*7	WSHD	03/07/2022	8.98	8.98
1230*18651*8	WSHD	03/04/2022	21.27	21.27
1233*18651*1	WSHD	03/10/2022	16.25	16.25
1235*18651*4	WSHD	03/09/2022	9.55	9.55
1235*18651*5	WSHD	03/09/2022	8.74	8.74
1292*18651*25	WSHD	03/30/2022	8.55	8.55
1292*18651*26	WSHD	03/17/2022	10.93	10.93
1292*18651*27	WSHD	03/10/2022	8.65	8.65
1292*18651*28	WSHD	03/05/2022	9.59	9.59
2865*18651*1	WSHD	03/11/2022	10.01	10.01
2865*18651*2	WSHD	03/11/2022	257.77	257.77
2865*18651*3	WSHD	03/10/2022	11.07	11.07
2994*18651*38	WSHD	03/14/2022	12.95	12.95
2994*18651*39	WSHD	03/14/2022	19.40	19.40
2994*18651*40	WSHD	03/03/2022	11.07	11.07
2994*18651*41	WSHD	03/03/2022	11.99	11.99

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GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 03/03/22-03/03/22

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

Vendor #: 18651

Invoice #	GL #	Date in	Amt Billed	Amt Paid
2994*18651*42	WSHD	03/03/2022	19.55	19.55
2994*18651*43	WSHD	03/01/2022	9.98	9.98
2994*18651*44	WSHD	03/01/2022	11.09	11.09
2994*18651*45	WSHD	03/01/2022	33.45	33.45
3364*18651*81	WSHD	03/24/2022	9.78	9.78
3364*18651*82	WSHD	03/24/2022	9.29	9.29
3364*18651*83	WSHD	03/24/2022	8.73	8.73
3364*18651*84	WSHD	03/24/2022	9.47	9.47
3364*18651*85	WSHD	03/24/2022	8.98	8.98
3364*18651*86	WSHD	03/24/2022	9.81	9.81
91 invoices, 91 line items	***		2,195.20	2,195.20
Grand Totals			2,195.20	2,195.20

91 total invoices
91 total line items

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 03/01/22-03/01/22

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

Vendor #: 63614

GL #	Description	Amount
WSHD	Wshd	37,325.13
Expenditures		37,325.13
Reimb/Adjustments		
Grand Total		37,325.13

23 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1065*63614*12	WSHD	01/21/2022	11,852.46	2,844.59
1065*63614*12	WSHD	01/27/2022	291.00	69.84
1065*63614*12	WSHD	01/31/2022	1,880.52	451.32
1094*63614*2	WSHD	01/14/2022	50.00	12.00
1096*63614*19	WSHD	02/22/2022	723.00	173.52
1107*63614*15	WSHD	01/27/2022	323.00	77.52
1115*63614*15	WSHD	02/22/2022	593.00	142.32
1132*63614*13	WSHD	01/28/2022	583.00	139.92
1146*63614*11	WSHD	11/22/2021	850.00	0.00
1151*63614*8	WSHD	02/09/2022	293.00	70.32
1151*63614*8	WSHD	02/11/2022	15,447.30	3,707.35
1166*63614*1	WSHD	12/30/2021	684.00	164.16
1166*63614*2	WSHD	02/07/2022	391.00	93.84
1191*63614*12	WSHD	01/19/2022	323.00	77.52
1204*63614*3	WSHD	01/27/2022	391.00	93.84
1204*63614*3	WSHD	01/22/2022	2,199.09	527.78
1210*63614*1	WSHD	02/08/2022	323.00	77.52
1210*63614*2	WSHD	02/08/2022	4,651.92	1,116.46
1219*63614*15	WSHD	02/07/2022	291.00	69.84
1219*63614*15	WSHD	02/08/2022	705.00	169.20
1222*63614*2	WSHD	01/27/2022	523.00	125.52
1222*63614*2	WSHD	02/10/2022	323.00	77.52
1223*63614*5	WSHD	01/06/2022	227,276.41	25,527.75
1225*63614*3	WSHD	01/28/2022	323.00	77.52
1225*63614*3	WSHD	02/17/2022	1,070.00	256.80
1227*63614*3	WSHD	02/08/2022	323.00	77.52
1237*63614*1	WSHD	02/22/2022	323.00	77.52
2815*63614*15	WSHD	02/23/2022	291.00	69.84
2994*63614*12	WSHD	12/09/2021	323.00	77.52
2994*63614*13	WSHD	02/09/2022	3,661.50	878.76
23 invoices, 30 line items	***		277,282.20	37,325.13

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GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 03/01/22-03/01/22

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

Vendor #: 63614

Invoice #	GL #	Date in	Amt Billed	Amt Paid
Grand Totals			277,282.20	37,325.13

23 total invoices
30 total line items

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 03/01/22-03/01/22

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

Vendor #: 63615
 NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	7,130.43
Expenditures		7,130.43
Reimb/Adjustments		
Grand Total		7,130.43

25 total invoices

GL Totals Detail
Invoice #

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1065*63615*13	WSHD	01/21/2022	550.00	275.00
1065*63615*13	WSHD	01/21/2022	1,200.00	471.52
1091*63615*26	WSHD	01/20/2022	270.00	56.08
1094*63615*2	WSHD	01/14/2022	380.00	108.21
1096*63615*18	WSHD	02/22/2022	50.00	8.66
1107*63615*15	WSHD	01/27/2022	270.00	56.08
1115*63615*23	WSHD	02/22/2022	273.00	52.74
1115*63615*23	WSHD	02/23/2022	415.00	95.54
1115*63615*23	WSHD	02/23/2022	160.00	42.34
1115*63615*23	WSHD	02/23/2022	30.00	10.26
1115*63615*23	WSHD	02/23/2022	25.00	8.66
1115*63615*23	WSHD	02/23/2022	30.00	10.26
1151*63615*12	WSHD	02/09/2022	118.00	0.00
1151*63615*12	WSHD	02/11/2022	30.00	10.58
1151*63615*12	WSHD	02/11/2022	1,663.00	615.55
1151*63615*12	WSHD	02/11/2022	30.00	10.58
1151*63615*12	WSHD	02/11/2022	588.00	326.99
1151*63615*12	WSHD	02/11/2022	1,120.00	653.99
1166*63615*2	WSHD	02/07/2022	273.00	66.62
1166*63615*3	WSHD	12/30/2021	273.00	65.29
1166*63615*3	WSHD	12/30/2021	30.00	10.26
1191*63615*13	WSHD	01/19/2022	415.00	95.54
1204*63615*3	WSHD	01/27/2022	415.00	95.54
1204*63615*3	WSHD	02/11/2022	229.00	77.95
1204*63615*3	WSHD	02/11/2022	78.00	0.00
1210*63615*1	WSHD	02/08/2022	415.00	95.54
1210*63615*1	WSHD	02/08/2022	23.00	0.00
1210*63615*1	WSHD	02/08/2022	118.00	0.00
1210*63615*1	WSHD	02/08/2022	29.00	9.95
1219*63615*17	WSHD	02/08/2022	270.00	56.08
1219*63615*17	WSHD	02/08/2022	23.00	7.70
1219*63615*18	WSHD	02/07/2022	270.00	56.08
1222*63615*2	WSHD	02/10/2022	270.00	56.08
1222*63615*3	WSHD	01/27/2022	23.00	8.02

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 03/01/22-03/01/22

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

Vendor #: 63615
 NPI: 1942241146

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1223*63615*8	WSHD	01/06/2022	403.00	136.13
1223*63615*8	WSHD	01/07/2022	255.00	71.94
1223*63615*8	WSHD	01/08/2022	178.00	53.48
1223*63615*8	WSHD	01/09/2022	178.00	53.48
1223*63615*8	WSHD	01/08/2022	98.00	37.26
1223*63615*8	WSHD	01/09/2022	98.00	37.26
1223*63615*8	WSHD	01/10/2022	98.00	37.26
1223*63615*8	WSHD	01/12/2022	98.00	37.26
1223*63615*8	WSHD	01/13/2022	98.00	37.26
1223*63615*8	WSHD	01/15/2022	98.00	37.26
1223*63615*8	WSHD	01/30/2022	118.00	0.00
1223*63615*8	WSHD	02/06/2022	118.00	0.00
1223*63615*8	WSHD	02/08/2022	1,520.00	937.86
1223*63615*8	WSHD	02/09/2022	683.00	216.16
1223*63615*8	WSHD	02/10/2022	683.00	216.16
1223*63615*8	WSHD	02/11/2022	683.00	216.16
1223*63615*8	WSHD	02/12/2022	683.00	216.16
1223*63615*8	WSHD	02/13/2022	683.00	216.16
1223*63615*8	WSHD	02/12/2022	24.00	8.34
1223*63615*8	WSHD	02/14/2022	683.00	216.16
1223*63615*8	WSHD	02/15/2022	683.00	216.16
1223*63615*8	WSHD	02/16/2022	105.00	38.50
1223*63615*9	WSHD	12/18/2021	683.00	0.00
1225*63615*4	WSHD	01/28/2022	415.00	95.54
1225*63615*4	WSHD	02/17/2022	118.00	0.00
1225*63615*4	WSHD	02/17/2022	66.00	20.84
1225*63615*4	WSHD	02/17/2022	23.00	7.70
1227*63615*3	WSHD	01/26/2022	415.00	95.54
1227*63615*4	WSHD	02/08/2022	270.00	56.08
1237*63615*1	WSHD	02/22/2022	415.00	95.54
2815*63615*24	WSHD	02/23/2022	415.00	95.54
2994*63615*18	WSHD	02/09/2022	173.00	61.27
2994*63615*18	WSHD	02/09/2022	148.00	52.28
2994*63615*18	WSHD	02/09/2022	118.00	0.00
2994*63615*19	WSHD	01/18/2022	118.00	0.00
25 invoices, 69 line items	***		22,001.00	7,130.43
Grand Totals			22,001.00	7,130.43

25 total invoices
 69 total line items

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GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 03/01/22-03/01/22

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

Vendor #: 90001
 NPI: 1275761512

GL #	Description	Amount
WSHD	Wshd	121.20
	Expenditures	121.20
	Reimb/Adjustments	
	Grand Total	121.20

2 total invoices

GL Totals Detail
Invoice #

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1031*90001*1	WSHD	03/29/2022	2,374.00	121.20
1237*90001*1	WSHD	02/04/2022	2,374.00	0.00
1237*90001*1	WSHD	02/04/2022	60.00	0.00
2 invoices, 3 line items	***		4,808.00	121.20
Grand Totals			4,808.00	121.20

2 total invoices
 3 total line items

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 Issued 04/04/22

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 03/10/22-03/10/22

Vendor #: 90003

Alliance Medical Services
 3440 College St
 Beaumont, TX 77701

GL #	Description	Amount
WSHD	Wshd	205.00
	Expenditures	205.00
	Reimb/Adjustments	
	Grand Total	205.00

1 total invoices

**GL Totals Detail
 Invoice #**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1194*90003*1	WSHD	03/17/2022	175.00	175.00
1194*90003*1	WSHD	03/22/2022	30.00	30.00
1 invoices, 2 line items	***		205.00	205.00
Grand Totals			205.00	205.00

1 total invoices
 2 total line items

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 Issued 04/04/22

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 03/08/22-03/08/22

Vendor #: 90010

\$25 Optical
 545 South 11Th Street
 Beaumont, TX 77701

GL #	Description	Amount
WSHD	Wshd	100.00
	Expenditures	100.00
	Reimb/Adjustments	
	Grand Total	100.00

2 total invoices

GL Totals Detail
Invoice #

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1166*90010*1	WSHD	03/18/2022	50.00	50.00
1182*90010*1	WSHD	03/15/2022	50.00	50.00
2 invoices, 2 line items	***		100.00	100.00
Grand Totals			100.00	100.00

2 total invoices
 2 total line items

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 Issued 04/01/22

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 03/08/22-03/08/22

Dr. June Stansky, Optometrist
 1008 W. Sterling Ave.
 Baytown, TX 77520

Vendor #: 90011

GL #	Description	Amount
WSHD	Wshd	120.00
	Expenditures	120.00
	Reimb/Adjustments	
	Grand Total	120.00

2 total invoices

GL Totals Detail				
Invoice #	GL #	Date in	Amt Billed	Amt Paid
1110*90011*1	WSHD	02/17/2022	60.00	60.00
1169*90011*1	WSHD	10/01/2021	60.00	60.00
2 invoices, 2 line items			120.00	120.00
Grand Totals			120.00	120.00

2 total invoices
 2 total line items

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 Issued 04/04/22

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 03/02/22-03/02/22

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

Vendor #: 13632

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

1 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
YC17*13632*31	WSHD	03/11/2022	85.00	85.00
YC17*13632*31	WSHD	03/25/2022	85.00	85.00
1 invoices, 2 line items	***		170.00	170.00
Grand Totals			170.00	170.00

1 total invoices
 2 total line items

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 Issued 04/11/22

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 03/02/22-03/02/22

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

Vendor #: 90007

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

3 total invoices

GL Totals Detail
Invoice #

Invoice #	GL #	Date in	Amt Billed	Amt Paid
YC38*90007*7	WSHD	03/14/2022	85.00	85.00
YC38*90007*7	WSHD	03/28/2022	85.00	85.00
YC48*90007*4	WSHD	03/02/2022	85.00	85.00
YC48*90007*4	WSHD	03/14/2022	85.00	85.00
YC50*90007*3	WSHD	03/28/2022	85.00	85.00
3 invoices, 5 line items	***		425.00	425.00
Grand Totals			425.00	425.00

3 total invoices
 5 total line items

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 Issued 04/04/22

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 03/02/22-03/02/22

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

Vendor #: 90009

GL #	Description	Amount
WSHD	Wshd	1,275.00
Expenditures		1,275.00
Reimb/Adjustments		
Grand Total		1,275.00

9 total invoices

GL Totals Detail
Invoice #

GL #	Date in	Amt Billed	Amt Paid
YC32*90009*10	03/02/2022	85.00	85.00
YC32*90009*10	03/09/2022	85.00	85.00
YC32*90009*10	03/16/2022	85.00	85.00
YC32*90009*10	03/30/2022	85.00	85.00
YC36*90009*9	03/01/2022	85.00	85.00
YC36*90009*9	03/29/2022	85.00	85.00
YC42*90009*5	03/08/2022	85.00	85.00
YC46*90009*4	03/02/2022	85.00	85.00
YC46*90009*4	03/16/2022	85.00	85.00
YC52*90009*2	03/08/2022	85.00	85.00
YC53*90009*2	03/09/2022	85.00	85.00
YC54*90009*1	03/16/2022	85.00	85.00
YC54*90009*1	03/31/2022	85.00	85.00
YC55*90009*1	03/24/2022	85.00	85.00
YC56*90009*1	03/31/2022	85.00	85.00
9 invoices, 15 line items	***	1,275.00	1,275.00
Grand Totals		1,275.00	1,275.00

9 total invoices
 15 total line items

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

Invoice # 73560

Phone # (800) 834-0560

Fax # (936) 756-6741

Date: 4/1/2022

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

Terms: Net receipt of invoice

Professional services for the month of May 2022

1,109.00

Total

\$1,109.00

PLEASE REMIT PAYMENT TO
INDIGENT HEALTHCARE SOLUTIONS, LTD
ATTN: KELLEY ASTOLOS
3011 ARMORY DRIVE, SUITE 190
NASHVILLE, TN 37204

THANK YOU FOR YOUR BUSINESS!!!

IHS

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

April 20, 2022

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

Re: Winnie Stowell Hospital District; Billable Invoice for February 2022 Time
Entries less Retainer; Our File No. 87250.

Dear President Murrell,

Attached, please find Benckenstein & Oxford's monthly time entry invoice for February 2022. This invoice is for \$25,230.00 but the amount due is \$24,230.00 after reducing the invoice by \$1,000.00 for the monthly retainer already paid.

Will you please review and let me know if there are any questions? If not, we would appreciate your payment of this invoice in the amount of \$24,230.00 representing the balance owed for February 2022.

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

April 20, 2022

INVOICE #: 50428 **HOIV**
Billed through: February 28, 2022
Client/Matter #: WSHD 87250

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

RE: Winnie-Stowell Hospital District

PROFESSIONAL SERVICES RENDERED

02/01/22	HOIV	Received a request from Senior Living Properties for amendment to Management Agreement to account for QIPP 2 funds; prepared draft amendment; and submitted to counsel for Senior Living along with prior versions of Management Agreement.	2.30 hrs
02/01/22	HOIV	Received request from Counsel for Regency asking for Amended and Restated Management Agreements that include infectious disease controls and language for participation in nursing homes that are owned by District but located more than 150 miles away; located draft Word documents of Agreements used with other Managers; and submitted to Regency Counsel for review.	1.10 hrs
02/01/22	HOIV	Received and reviewed file stamped version of Coastal Gateway's Certificate of Filing; distributed the filing; applied for EIN Number; and distributed EIN Number.	0.80 hrs
02/01/22	HOIV	Exchanged six (6) e-mails with THRIVE and Kaley Smith to arrange final conference call to discuss Bill Dillion's suggestions to Coastal Gateway's Bylaws.	0.30 hrs
02/02/22	HOIV	Received and reviewed final Management Letter and 2020 Audit; participated in multiple phone conversations and eight (8) e-mails with LTC and CPA to discuss Material Deficiency in 2020 Management Letter.	1.80 hrs
02/02/22	HOIV	Conference call with Kaley Smith and THRIVE to review proposed changes to Bylaws.	0.70 hrs
02/02/22	HOIV	Conference call with staff to discuss hours of operation for Marcelleous Williams staff and then prepared an e-mail to Marcelleous Williams to remind them of the terms of the grant agreement.	0.40 hrs
02/03/22	HOIV	Participated in conference call with THRIVE and Kaley Smith; then drafted e-mail to Board, staff, and consultants for Coastal Gateway to convey draft bylaws following conference call; and prepared a separate e-mail to THRIVE and Kaley Smith regarding role of General Counsel.	1.40 hrs

Client-	WSHD 87250	Invoice # 50428	PAGE	2
02/03/22	HOIV	Gathered CHOW documents for the Villa at Texarkana and convey documents to Allegiance Bank along with Bank Resolution requesting that Allegiance open accounts for this facility and to provide bank letters for each account.	0.70 hrs	
02/04/22	HOIV	Exchanged five (5) e-mails with Caring Healthcare and their consultant to clarify outstanding CHOW task for the Villa of Texarkana; and then exchanged (5) e-mails with with Allegiance Bank to confirm the opening of bank accounts for the Villa of Texarkana.	0.70 hrs	
02/04/22	HOIV	Read, reviewed, and responded to e-mail from LTC Group providing the QIPP Year 5, Qtr. 1 Scorecard and the fund due to or missing for Red Oak and Mission.	1.20 hrs	
02/07/22	HOIV	Reviewed and updated formatting for 2016 Hospital Needs assessment; and prepared e-mail for the Board to provide and summarize the assessment.	1.50 hrs	
02/07/22	HOIV	Received and reviewed correspondence from HHSC for a \$39,000.00 fine assessed to Oakland Manor; and forwarded correspondence to counsel for Regency.	0.80 hrs	
02/07/22	HOIV	Received and reviewed e-mail from Indigent Care Director regarding the need for a new Service Provider Agreement with Irlens provider; and responded that existing agreement was sufficient.	0.30 hrs	
02/07/22	HOIV	Received correspondence from WSEMS regarding draft report; review draft report; and responded with terms of the Agreement that set forth reporting requirements.	0.40 hrs	
02/08/22	HOIV	Worked with CPA to prepare the Annual Special District Report to include debt report for 2021.	2.00 hrs	
02/08/22	HOIV	Conference call with LTC and HMG personnel to discuss the application of Phase 4 Covid Funds Reconsideration for HMG facilities acquired on October 1, 2021; reviewed application and draft narrative explanation prepared by HMG.	1.40 hrs	
02/08/22	HOIV	Began drafting minutes from the January 19, 2022 Regular Meeting.	1.60 hrs	
02/08/22	HOIV	Conference cal with LTC about funding half of the District's IGTS for QIPP Year 6 and began a cash flow analysis to ensure sufficient funds.	2.40 hrs	
02/09/22	HOIV	Received draft of request for reconsideration for Phase 4 ARP Funds on behalf of the fourteen facilities that were not included in the District's initial application; reviewed the rules for reconsideration; re-drafted original draft reconsideration letter; and submitted to LTC and HMG for review.	2.80 hrs	
02/09/22	HOIV	Received and reviewed revised Medicaid Rates; participated in multiple conference calls with Indigent Care Director to discuss the impact of the rate changes; and prepared extensive e-mail to Hospital explaining the rate changes as well as the impact of the District's Indigent Care Agreement with the Hospital.	2.30 hrs	
02/09/22	HOIV	Exchanged multiple e-mails with Caring Healthcare regarding securing	0.30 hrs	

Surety Bond for Villa at Texarkana facility; and submitted request to J.S. Edwards & Sherlock to obtain the bond.

02/09/22	HOIV	Received updated Debt Service amounts from CPA and the updated the District's annual Debt report for the state.	0.60 hrs
02/10/22	HOIV	Drafted e-mail to HMG to clarify payment split for Red Oak and Mission Facilities; and updated Treasurer's report to account for payments.	1.50 hrs
02/10/22	HOIV	Drafted e-mail to auditors requesting an explanation of material deficiency.	0.30 hrs
02/10/22	HOIV	Reviewed financials for December 2021 and line item 637 interest income and prepared e-mail to CPA requesting that this line item be adjusted to discard the extra interest payment for December 2021 that was included.	0.40 hrs
02/10/22	HOIV	Exchanged multiple e-mails and conference calls with CPA and LTC about Material Deficiency in audit and then gathered correspondence and prepared extensive e-mail to the auditors demanding an explanation.	1.80 hrs
02/10/22	HOIV	Continued drafting minutes of the January 19, 2022 Regular Meeting.	2.50 hrs
02/10/22	HOIV	Drafted e-mail to counsel for HMG and HMG's CFO to inquire about the payment of QIPP Year 5 funds for Mission and Red Oak.	0.40 hrs
02/11/22	HOIV	Finalized drafting and assembling the minutes of the January 19, 2022 Regular Meeting.	2.00 hrs
02/11/22	HOIV	Participated in multiple conference calls with lender to discuss nursing home loans for operations.	1.00 hrs
02/11/22	HOIV	Received Coastal Gateway's grant application; reviewed the application; and confirmed receipt of the application.	0.40 hrs
02/11/22	HOIV	Read, reviewed, and responded to five (5) e-mails from Hospital regarding the application of the new Medicaid rates to the District's Indigent Care Agreement with the Hospital.	0.60 hrs
02/14/22	HOIV	Assisted staff with budget adjustments and initial Treasurer's Report to account for Mission and Red Oak allocations.	2.70 hrs
02/14/22	HOIV	Assisted staff and WSEMS staff prepare a monthly report that was compliant with the District's grant agreement with the WSEMS and exchanged 14 e-mails regarding the same.	0.70 hrs
02/15/22	HOIV	Continued to assist Staff with preparing Treasurer's report; attempted to reconcile Year 4, Adjustment 1 funds; participated in multiple conference calls to discuss missing QIPP payments and QIPP payments that match the various QIPP Year 5 scorecards for September 2021 through January 2022; and attempted to reconcile funds due to HMG for Mission and Red Oak.	4.60 hrs
02/15/22	HOIV	Made revisions to the Phase 4 Reconsideration letter after discussing proposed edits with LTC staff and submitted to LTC for final review and filing.	0.80 hrs
02/16/22	HOIV	Assisted with the preparation of Board Binders, prepared for upcoming meeting, and attended Regular Monthly meeting	5.00 hrs

02/16/22	HOIV	Received and reviewed Riceland's proposed changes to Indigent Care Agreement and responded to Riceland's counsel that this would need to be addressed during the March 23, 2022 Regular meeting.	0.70 hrs
02/16/22	HOIV	Exchanged four (4) e-mails and three (3) e-mails with LTC group to discuss the status and amount of QIPP payments for QIPP Year 5; and provided the District's QIPP Year 5 spreadsheet to seek LTC's assistance with missing payments and inaccurate payments by various MCO's.	2.70 hrs
02/17/22	HOIV	Worked with staff and LTC to attempt to reconcile funds in First Financial Bank to establish set asides for QIPP Year 5 Component 1, 2, 3, 4, lapsing funds, and set asides for Red Oak and Mission nursing facilities.	2.80 hrs
02/17/22	HOIV	Participated in multiple conference calls with Board Members, staff, and Hospital staff to discuss issues following February 16, 2022 Regular meeting regarding Hospital request, Health Clinic concerns, and financials.	2.40 hrs
02/17/22	HOIV	Conference call with Salt Creek Capital to discuss IGTs for QIPP Year 6 and then drafted e-mail to Salt Creek Capital to confirm telephone conversation.	0.80 hrs
02/17/22	HOIV	Prepared e-mail to advise staff of the January 2022 payment amount for WSEMS per Provider Agreement.	0.30 hrs
02/17/22	HOIV	Read, reviewed, and Commented on draft Conflict of Interest Policy submitted by Clinic for review.	0.40 hrs
02/21/22	HOIV	Began drafting Indigent Care Agreement with Thompson Outpatient Clinic.	2.70 hrs
02/22/22	HOIV	Finalized draft of Indigent Care Agreement for Thompson Outpatient Clinic and submitted to Danny Thompson, staff, and Indigent Care Committee for review.	2.40 hrs
02/22/22	HOIV	Exchanged five (5) e-mails with THRIVE regarding a bank resolution for Coastal Gateway; prepared resolution; and distributed draft for review.	1.50 hrs
02/22/22	HOIV	Received and reviewed revised QIPP Year 5 spreadsheet from staff and Scorecard prepared by the State of Texas for QIPP Year 5; participated in a conference call with staff to discuss the scorecard and changes to the scorecard by the State of Texas; and began making revisions to the QIPP Year 5 totals worksheet to account for Mission and Red Oak payments.	3.10 hrs
02/23/22	HOIV	Reviewed and revised draft check writing polices; submitted to THRIVE and CEO for review; and exchanged five (5) e-mails with THRIVE and CEO regarding the Bank Resolution and the proposed policy.	1.50 hrs
02/23/22	HOIV	Conference call with Hospital's counsel regarding proposed changes to the 2nd Amended Indigent Care Agreement due to Board decision to true up the end of the year payment and discussed the possibility of paying actual amounts incurred on a monthly basis; and drafting e-mail to counsel regarding the same.	1.20 hrs
02/24/22	HOIV	Conference call with THRIVE regarding Check and Transfer Policy, the role of General Counsel, and then reviewed ten (10) proposed policies in anticipation of February 25, 2022 Gateway meeting.	1.70 hrs

02/24/22	HOIV	Conference call with LTC Group and HMG regarding the filing of reconsideration for a Covid Relief Fund application; reviewed draft reconsideration request; and exchanged three (3) e-mails regarding the same.	0.80 hrs
02/24/22	HOIV	Reviewed QIPP Year 5 spreadsheet and updated totals worksheets; and updated April 2022 Treasurer's Report and updated formatting to account for February, March and 2nd Qtr. Component 3, 4, and Lapsing fund payments as well as made corresponding updates for Mission and Red Oak section.	2.40 hrs
02/25/22	HOIV	Read and reviewed e-mail from Caring Healthcare regarding Zelis credit card payments that applied the revenues from other Managers to Caring Healthcare, assessed fees for the payments, and discussed Caring's obligations to make other Managers whole; and then exchanged three (3) conference calls with Caring and LTC to resolve the matter as well as seven (7) e-mails.	2.30 hrs
02/28/22	HOIV	Conference call with Danny Thompson about revisions to the draft Indigent Care Agreement and made revisions for redistribution.	1.30 hrs
02/28/22	HOIV	Exchanged five e-mails with Indigent Care Director regarding the billing rate of Riceland for outside radiologist and provided recommendation on resolving the issue.	0.60 hrs
		Total fees for this matter	\$25,230.00

BILLING SUMMARY:

Oxford, IV Hubert	84.10 hrs @	\$300.00 /hr	\$25,230.00
TOTAL FEES			\$25,230.00
TOTAL CHARGES FOR THIS INVOICE			\$25,230.00
RETAINER			\$1,000.00 CR
TOTAL DUE FOR THIS INVOICE			\$24,230.00

Federal ID# 74-1646478

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

BENCKENSTEIN & OXFORD, L.L.P.

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

Hubert Oxford, IV

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

hoxfordiv@benoxford.com

April 1, 2022

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

Re: Winnie Stowell Hospital District; Billable Invoice for January 2022 Time Entries less Retainer; Our File No. 87250.

Dear President Murrell,

Attached, please find Benckenstein & Oxford's monthly time entry invoice for January 2022. This invoice is for \$27,276.00 but the amount due is \$26,276.00 after reducing the invoice by \$1,000.00 for the monthly retainer already paid.

In January, a significant amount of time spent was on assisting with the establishment of Coastal Gateway by drafting and revising bylaws and preparing and filing formation documents. However, the time spent in January working on Coastal Gateway matters has been most of the total time spent through March assisting them. For accounting purposes, for this invoice, 33.1 hours, or \$9,930.00 should be assigned to the Coastal Gateway budget and future allocation.

Looking forward, I will submit another invoice for February 2022 prior to the April 20, 2022 Regular Meeting. After these two invoices are submitted, this will put the firm invoices two months behind but I intend to do submit two invoices in May for March and April and then we will be caught up.

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 \$26,276.00 representing the balance owed for January 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

April 1, 2022

INVOICE #: 50396 **HOIV**
Billed through: January 31, 2022
Client/Matter #: WSHD 87250

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

RE: Winnie-Stowell Hospital District

PROFESSIONAL SERVICES RENDERED

01/03/22	HOIV	Conference call with THRIVE staff and Kaley Smith to introduce the team and to begin to strategize on a plan of action and timeline.	0.70 hrs
01/03/22	HOIV	Prepared e-mail to THRIVE to advise of issues to discuss on the upcoming conference call.	0.30 hrs
01/03/22	HOIV	Read and reviewed post conference call follow up e-mail from THRIVE.	0.20 hrs
01/04/22	HOIV	Conference call with Ramonia Dirdon and Patricia Ojeda regarding draft terms of Marcelous-Williams grant; revised proposed grant agreement; and exchanged eleven (11) e-mails with Mrs. Dirdon and Ojeda regarding the same.	3.00 hrs
01/04/22	HOIV	Conference calls with LTC Group, HMG, and Board members to discuss the application process for eleven (11) HMG facilities to participate in Round 4 Covid Payments and the receipt of payments for Mission Nursing Facility and Red Oak Nursing Facility of Component 1-4 payments and the division of the payments.	2.10 hrs
01/04/22	HOIV	Received and reviewed audit letter for Salt Creek to verify outstanding loans and loan status; and forwarded to client for signature.	0.50 hrs
01/05/22	HOIV	Finalized and distributed via e-mail, the Marcelous Williams Grant Agreement.	1.40 hrs
01/05/22	HOIV	Conference call with LTC Group regarding Mission Nursing and Rehabilitation and Red Oak Nursing and Rehabilitation and reviewed draft QIPP Year 5 Component 1-4 and lapsing fund payment analysis for these two facilities.	1.20 hrs
01/05/22	HOIV	Exchanged six (6) e-mails with staff discussing two versions of the grant policy (i.e., request for equipment/fixtures and monthly recurring services) and to advise that the policies needs to be posted on the District's website.	0.60 hrs
01/05/22	HOIV	Exchanged ten (10) e-mails with staff and two (2) board members, as well as two (2) conference calls, regarding the need to renew the District's flood insurance policy.	1.00 hrs
01/06/22	HOIV	Exchanged nine (9) e-mails with Hospital personnel and staff advising of the Rural Hospital COVID-19 in Healthcare Relief Grant (RH-CHRG) Program,	0.60 hrs

Tier 1: Direct Grant Awards and the January 12, 2022 deadline for filing for the grant.

01/06/22	HOIV	Prepared e-mail to HMG with QIPP analysis for the Red Oak and Mission facilities, and provided an explanation of the spreadsheet and to as raise concerns over payment to Mission for Component 1 in September 2022 for Component 1.	0.60 hrs
01/06/22	HOIV	Received a request by staff for analysis of overtime and compensatory time payment for 2021; reviewed policy and provided staff as well as CPA with opinion regarding values of the payments due to staff.	1.20 hrs
01/06/22	HOIV	Received and reviewed Notice of Non-suit for the District in the HMG Park Manor Humble v. Presswood lawsuit and exchanged three (3) e-mails with counsel for the District regarding the same.	0.60 hrs
01/07/22	HOIV	Participated in Zoom update call with THRIVE and Coastal Gateway CEO.	0.80 hrs
01/07/22	HOIV	Read, reviewed, and provided response to request for review of Molina agreements with new eleven (11) HMG nursing facilities.	1.30 hrs
01/07/22	HOIV	Read and reviewed e-mail from THRIVE to provide Baseline spreadsheet as well as to provide an update on Coastal Gateway matters.	0.40 hrs
01/09/22	HOIV	Read and reviewed extensive e-mail from Coastal Gateway CEO expressing her concerns with proposed name of entity and recommended alternatives.	0.30 hrs
01/09/22	HOIV	Read and reviewed detailed e-mail from THRIVE concerning recommendation on path forward with engaging Kaley Smith to serve as the Coastal Gateway CEO.	0.30 hrs
01/10/22	HOIV	Exchanged eight (8) e-mails between THRIVE, Coastal Gateway CEO, and potential counsel for HRSA related matters to introduce counsel and to establish a mutual time for a conference call.	0.40 hrs
01/10/22	HOIV	Received multiple set of draft bylaws from THRIVE and Coastal Gateway CEO; began reviewing proposed bylaws submitted and researched alternatives; and began drafting Coastal Gateway's bylaws.	3.70 hrs
01/10/22	HOIV	Received and reviewed e-mail with WSEMS grant request.	0.20 hrs
01/10/22	HOIV	Received, reviewed, and approved 2022 Expenditure Statement for Tobacco settlement.	0.30 hrs
01/10/22	HOIV	Received and reviewed updated Winnie QIPP Estimate from LTC to assess extra IGT cost for seven (7) new facilities; profits from new seven (7) new facilities; QIPP revenues for Mission and Red Oak in anticipation of negotiating terms for Mission and Red Oak agreement.	1.30 hrs
01/11/22	HOIV	Merge various sets of Bylaws and begin drafting comprehensive set of Bylaws for Non-Profit; researched name availability for Coastal Gateway and prepared e-mail to THRIVE and CEO regarding the outcome of the research.	6.00 hrs
01/11/22	HOIV	Lunch with Non-profit and Riceland.	1.00 hrs
01/11/22	HOIV	Exchanged seven (7) e-mails with THRIVE and Kaley Smith to establish	0.40 hrs

		conference call with HRSA Attorney.	
01/12/22	HOIV	Received e-mail notice of DY-11 Uncompensated Care IGT; exchanged nine (9) e-mails with Hospital Staff and District Staff to confirm the amount of the IGT and the dates; and updated District's agenda for January 19, 2022 Regular Meeting to include the IGT.	1.00 hrs
01/12/22	HOIV	Drafted Certificate of Formation and circulated to CEO, THRIVE, and potential HRSA counsel for review.	1.00 hrs
01/12/22	HOIV	Read and reviewed, responses to draft set of bylaws; made a number of the suggested changes, including formatting and responded to comments; and recirculated to THRIVE and Kaley Smith with detailed explanation of changes made in anticipation of upcoming conference call with proposed FQHC counsel.	2.40 hrs
01/13/22	HOIV	Conference call with candidate for FQHC counsel with THRIVE and Kaley Smith.	1.50 hrs
01/13/22	HOIV	Extensive conference call with THRIVE and Kaley Smith regarding bylaws and continued to work on draft bylaws following the call.	4.00 hrs
01/13/22	HOIV	Prepared draft e-mail to the Board with proposed agenda along with a summary of each agenda items to be considered.	0.40 hrs
01/13/22	HOIV	Received revised UC IGT DY 11 amounts and exchanged three (3) e-mails with hospital staff and District staff to confirm the revised payment amounts.	0.30 hrs
01/13/22	HOIV	Drafted e-mail to THRIVE and Kaley Smith to provide Attorney General Opinions for the applicability of the Texas Open Meetings Act and Public Information Act to non-profits along with an explanation.	0.40 hrs
01/14/22	HOIV	Conference call with THRIVE and Kaley Smith to finalize recommended draft Bylaws changes and continued work on the revisions and comments per the discussion.	3.00 hrs
01/14/22	HOIV	Received engagement letter from Gunster Firm and exchanged seven (7) e-mails with THRIVE, Kaley Smith, Edward Murrell and Anthony Stramecki regarding the letter	0.40 hrs
01/14/22	HOIV	Received and reviewed spreadsheet with QIPP Year 6 CHOW facilities and exchanged two (2) e-mails with LTC to convey the spreadsheet and to inquire on the impact of private facilities on IGT amounts.	0.50 hrs
01/14/22	HOIV	Received and reviewed draft 2020 Audit and conveyed to the Board.	0.40 hrs
01/14/22	HOIV	Began drafting minutes for December 15, 2021 Public Hearing and Regular Meeting.	1.80 hrs
01/17/22	HOIV	Finalized draft set of minutes for the December 15, 2021 Public Hearing and Regular Meeting and distributed to Board.	2.40 hrs
01/17/22	HOIV	Reviewed documents and correspondence for Mission and Red Oak Facilities and prepared summaries for the Board meeting.	1.30 hrs
01/17/22	HOIV	Drafted e-mail to Bill Dillion, with Gunster Firm, expressing concerns about	0.50 hrs

Benckenstein & Oxford being the client for Gunster and suggested that the engagement letter be changed to the District; and exchanged ten (10) e-mails with Mr. Dillion, THRIVE, and Kaley Smith regarding the same.

01/17/22	HOIV	Read, reviewed, and responded to questions by Auditor regarding the security of the District's funds at First Financial Bank.	0.30 hrs
01/17/22	HOIV	Conference call with LTC Group to discuss the payment and receipt of QIPP Component 1, 2,3,4 and Lapsing Funds for nursing facilities that were previously enrolled in QIPP as private facilities; and drafted e-mail to the Board advising of issues relating to Mission and Red Oak and the receipt as well as the disbursement recommendations for Component 1, 2, 3, 4, and Lapsing funds.	0.80 hrs
01/17/22	HOIV	Conference call with Caring Healthcare regarding the acquisition of the Villa of Texarkana facility and then made request to LTC to provide QIPP estimates for the facility.	0.70 hrs
01/17/22	HOIV	Conference call with LTC Group to discuss the charges assessed to accounts receivable funds paid to non-Caring Healthcare facilities due to Caring Healthcare's enrollment with Zelis payment collection group; and exchanged thirteen (13) e-mails between Caring Healthcare, various nursing facility managers, and LTC Group to recognize the problem and to advise that a solution was being assessed.	1.60 hrs
01/18/22	HOIV	Worked with staff to prepare an update Exhibit for proposed Indigent Care Agreement Amendment for Hospital; and drafted e-mail to Hospital, Hospital's counsel, and staff to explain the calculations in the Exhibit per the terms of the Agreement.	1.70 hrs
01/18/22	HOIV	Received, reviewed, and verified e-mail from CPA regarding Paid Time Off and Compensatory Time for staff.	0.30 hrs
01/18/22	HOIV	Prepared extensive e-mail to Managers regarding the disbursement of Rural Health Care Funds and Phase 4 (Covid Relief Funds) to confirm prior request for payment methodology and recieved four (4) e-mail in response verifying that proposed payment methodology was satisfactory for the Managers.	0.90 hrs
01/18/22	HOIV	Read, reviewed and responded to nineteen (19) e-mails with auditor, CPA, and LTC regarding questions for Statement of Revenue, Bank Depository Agreements; CAREs Act Provider Relief Funds; and Cash Equivalents.	2.60 hrs
01/19/22	HOIV	Prepared for and attended January 19, 2022 Regular Meeting.	4.00 hrs
01/19/22	HOIV	Worked with staff to update Treasurer's Report and prepared Board Binder for the upcoming meeting.	1.50 hrs
01/19/22	HOIV	Conference call with Auditor in anticipation of upcoming presentation to the Board; reviewed Powerpoint; and reviewed two (2) sets of revised audits that included last minute revisions.	0.60 hrs
01/20/22	HOIV	Prepared and submitted follow up documents and/or e-mails after January 19, 2022 Regular Meeting for: Amendment for Indigent Care Agreement; agreement with HMG regarding Red Oak and Mission; acquisition of Villa of Texarkana; legal retainer agreement for Gunster firm to work on behalf of Coastal Gateway; agreement with MWRC; and to respond to request by Salt	3.60 hrs

Creek Capital for financial information.

01/20/22	HOIV	Drafted e-mail to counsel for HMG advising him of Board action regarding Mission and Red Oak facilities and to provide terms agreed to between HMG and the Board.	0.80 hrs
01/20/22	HOIV	Read, reviewed, and circulated draft Addendum to Management Agreements that addresses PRF Funds; to Caring Healthcare and their counsel; and exchanged nine e-mails with Caring Healthcare and counsel regarding the need for such an Addendum.	1.20 hrs
01/21/22	HOIV	Read and reviewed proposed changes to the Coastal Gateway Certificate of Formation as recommended by Mr. Dillion and worked with staff to electronically file the Certificate with the Secretary of State.	1.30 hrs
01/24/22	HOIV	Prepared extensive e-mail to Mr. Bill Dillion to provide Coastal Gateway Bylaws and a number of other supporting documents for Coastal Gateway along with an explanation of the documents supplied and status of the incorporation process.	1.10 hrs
01/25/22	HOIV	Prepared, distributed, and made revisions to a draft Bank Depository Resolution for the Villa at Texarkana and exchanged eleven (11) e-mails with Caring Healthcare regarding the same.	1.50 hrs
01/26/22	HOIV	Received and reviewed final 2020 audit and Management Letter; participated in conference calls with auditors; and prepared e-mail to auditors and Board members requesting reconsideration of deficiency.	2.00 hrs
01/27/22	HOIV	Continued working with staff and LTC Group on assessing prior nursing home financials for 2016-2021 to assess findings in 2020 audit and to gather information to provide CPA to assist in amending the budget for 2022 to include income and expense line items for Combined Nursing Facilities.	3.30 hrs
01/27/22	HOIV	Exchanged eight (8) e-mails with LTC and Staff to discuss the status of missing Mission and Red Oak funds for QIPP Year 5, Components 1 and 2 for September, October, November, and December 2022.	0.70 hrs
01/27/22	HOIV	Drafted e-mail to Finance Committee with recommendations for acceptance of 2020 Audit and to explain the alleged reason for the material deficiency in the 2020 Management Letter.	0.70 hrs
01/28/22	HOIV	Read, reviewed, and approved draft termination letter for assistant.	0.30 hrs
01/31/22	HOIV	Read, reviewed, and commented on revisions to the CGHC's proposed bylaws as submitted by William Dillon.	1.70 hrs
01/31/22	HOIV	Read, reviewed, and approved CHOW documents for the Villa at Texarkana.	1.10 hrs
01/31/22	HOIV	Received Certificate of Formation for Coastal Gateway from the State of Texas; filed for EIN number with the IRS; and distributed information to CEO, Thrive, and outside counsel.	1.30 hrs

Total fees for this matter \$27,270.00

DISBURSEMENTS

01/19/22	American Express; Invoice # sos	6.00
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Total disbursements for this matter

\$6.00

BILLING SUMMARY:

Oxford, IV Hubert	86.90 hrs @	\$300.00 /hr	\$26,070.00
Oxford, IV Hubert	0.40 hrs @	\$3000.00 /hr	\$1,200.00

TOTAL FEES	\$27,270.00
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TOTAL DISBURSEMENTS	\$6.00
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TOTAL CHARGES FOR THIS INVOICE	\$27,276.00
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RETAINER	\$1,000.00 CR
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TOTAL BALANCE NOW DUE	\$26,276.00
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Federal ID# 74-1646478

Invoice Terms: Net 10 Days Upon Receipt

Please Reference Invoice Number on Your Check

BENCKENSTEIN & OXFORD, L.L.P.

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

Hubert Oxford, IV

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

hoxfordiv@benoxford.com

April 18, 2022

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 March 23, 2022 Regular Meeting; Our File No. 87250.

Dear President Murrell,

Attached, please find the draft minutes for the Regular Meeting on March 23, 2022. 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 March 2022. We would request that you put this invoice in line for payment at the April 20, 2022 Regular Meeting and we will give the District credit for the \$1,000.00 payment when we submit the hourly invoice for March 2022.

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

David B Sticker & Company PC2180 Eastex Freeway
Beaumont, TX 77703**Invoice****Invoice #:** 74**Invoice Date:** 04/14/2022**Due Date:** 04/14/2022**Project:****P.O. Number:****Bill To:**Winnie Stowell Hospital District
PO Box 1997
Winnie, TX 77665

Date	Description	Amount
03/04/2022	Review entries regarding FQHC, reclass and run transaction report. 1.25 Hrs.	
03/09/2022	General year end work on QBooks. 3.75 Hrs.	
03/16/2022	Review insurance application and discuss. Go over updated projections of 2022 QIPP revenue and expense in anticipation of budget amendments 3.00 Hrs.	
03/21/2022	Review and discuss grant procedures and reporting. 1.25 Hrs.	
03/22/2022	Email auditor and Charice regarding Nursing Home financials , trial balance and journal entries. Work in QBooks. 2.25 Hrs.	
03/22/2022	Review bank recs and begin financials. 3.75 Hrs.	
03/23/2022	Make adjustments and complete Financial Statements. 4.00 Hrs.	
03/23/2022	Review board packet. Prepare for and attend regular board meeting. 3.75 Hrs.	
03/28/2022	Approve and transmit payroll for March. .50 Hrs.	
03/29/2022	Review and discuss indigent care costs to hospital and discuss coding. .75 Hrs.	
03/31/2022	24.25 Hrs @ \$125.00 = \$3,031.25	3,031.25

Total \$3,031.25**Payments/Credits** \$0.00**Balance Due** \$3,031.25

Technology Solutions of Texas,
L.L.C.

5725 Frost St
Beaumont, TX 77706

4095545953

ronnie@techsol-tx.com

<http://www.techsol-tx.com>

Invoice 1678

TECHNOLOGY
SOLUTIONS-TX

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
04/15/2022

PLEASE PAY
\$75.00

DUE DATE
04/15/2022

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

SUBTOTAL	75.00
TAX	0.00
TOTAL	75.00

TOTAL DUE **\$75.00**

THANK YOU.

Yard Service Invoice

Felipe Ojeda

Invoice# 1024

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

RECEIVED

APR 04 2022

DATE April 4, 2022

Property Location:

Winnie-Stowell Hospital District
520 Broadway
Winnie, TX 77665

Description	AMOUNT
Yard Maintenance	\$ 250.00
Trash Service	\$ 50.00
TOTAL	\$ 300.00

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

APR 19 2022

DATE 4-19-22 No. 08018607

CUSTOMER'S ORDER NO.

NAME Guadalupe Chavez

ADDRESS 220 8th st

CITY, STATE, ZIP Winnie TX 77665

SOLD BY	CASH	C.O.D	CHARGE	ONACCT.	MOSE.RETD	PAID OUT
			<input checked="" type="checkbox"/>			

QUAN.	DESCRIPTION	PRICE	AMOUNT
1			
2	OFFICE		
3			
4	cleaning	\$120.00	
5			
6	April 5		
7			
8	April 21		
9			
10	total	\$120.00	
11			
12			

RECEIVED BY

KEEP THIS SLIP FOR REFERENCE

Invoice Number: INV931223

Invoice Date: 04/01/2022

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

Customer: Winnie - Stowell Hospital District
520 Broadway
Winnie, TX 77665

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
3A0064	Net 30	05/01/2022	\$20.18	\$20.18	
Invoice Remarks					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
7987PTM-01		\$20.18		07/05/2019	10/04/2024
Contract Remarks					

Summary:

Contract base rate charge for this billing period	\$0.00
Contract overage charge for the 01/05/2022 to 04/04/2022 overage period	\$20.18**
	\$20.18

**See overage details below

Detail:

Equipment included under this contract

HP/E57540dn

Number	Serial Number	Base Adj.	Location
3A4114	MXBCM5M00N	\$0.00	Winnie - Stowell Hospital District 520 Broadway Winnie, TX 77665

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
Color	3A4114 - Color	2,914	3,394		480	300	180	\$0.090800	\$16.34
B\W	3A4114 - B\W	101,778	111,067		9,289	9,000	289	\$0.013300	\$3.84
									\$20.18



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

3A0064	INV931223
Invoice SubTotal	\$20.18
Tax:	\$0.00
Invoice Total	\$20.18
Balance Due:	\$20.18

Volunteer EMS Report Year 2022
Employee Payroll

Mar-22

MONTHLY TRANSPORT AMBULANCE EMPLOYEE SCHEDULE & PAYROLL

DATE	EMPLOYEE NAME	HOURS WORKED	SALARY (\$PR HR)	PAYROLL AMOUNT
3/1/2022	Dustin Donaldson	24	14	\$336.00
3/2/2022	Jeff Gibson	12	14	\$168.00
3/2/2022	Iva Morrison	12	14	\$168.00
3/3/2022	Jeff Gibson	12	14	\$168.00
3/3/2022	Andrew Broussard	12	14	\$168.00
3/4/2022	Brad Eads	24	14	\$336.00
3/5/2022	Amanda Harpst	24	14	\$336.00
3/6/2022	Andrew Broussard	24	14	\$336.00
3/7/2022	Dustin Donaldson	24	14	\$336.00
3/8/2022	Jarrod Brannon	12	14	\$168.00
3/8/2022	Iva Morrison	12	14	\$168.00
3/9/2022	Kayla Blackwell	24	14	\$336.00
3/10/2022	Jarrod Brannon	12	14	\$168.00
3/10/2022	Ruthann Broussard	12	14	\$168.00
3/11/2022	Brad Eads	24	14	\$336.00
3/12/2022	Amanda Harpst	24	14	\$336.00
3/13/2022	Andrew Broussard	24	14	\$336.00
3/14/2022	Dustin Donaldson	24	14	\$336.00
3/15/2022	Shanice Roberts	24	14	\$336.00
3/16/2022	Travis Delacerda	24	14	\$336.00
3/17/2022	Andrew Broussard	24	14	\$336.00
3/18/2022	Ruthann Broussard	24	14	\$336.00
3/19/2022	Shanice Roberts	24	14	\$336.00
3/20/2022	Brad Eads	24	14	\$336.00
3/21/2022	Dustin Donaldson	24	14	\$336.00
3/22/2022	Jarrod Brannon	24	14	\$336.00
3/23/2022	Iva Morrison	24	14	\$336.00
3/24/2022	Travis Delacerda	24	14	\$336.00
3/25/2022	Ruthann Broussard	24	14	\$336.00
3/26/2022	Travis Delacerda	24	14	\$336.00
3/27/2022	Brad Eads	24	14	\$336.00
3/28/2022	Andrew Broussard	24	14	\$336.00
3/30/2022	Kayla Blackwell	24	14	\$336.00
3/31/2022	Andrew Broussard	24	14	\$336.00
				\$0.00
TOTAL SALARY EXPENSE FOR THE MONTH:				\$10,080.00



GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

THIS AGREEMENT (hereinafter "Agreement") is made and entered into as of January 3, 2025 by and between Winnie-Stowell Hospital District ("District"), a political subdivision of the State of Texas and the **Talent Yield Coalition, Inc.**, a 501c3 non-profit corporation ("Recipient") registered in the State of Texas d/b/a **Marcelous-Williams Resource Center.**

RECITALS:

WHEREAS, the District is a hospital district located in Chambers County, Texas and governed by of Article IX, Section 9 of the Texas Constitution and Chapter 286 of the Texas Health & Safety Code, and is subject to the terms and conditions of the Texas Indigent Health Care and Treatment Act (Texas Health & Safety Code Ch. 61); and

WHEREAS, in accordance with its mission and statutory requirements, WSHD is obligated to assume full responsibility for providing basic medical and hospital care for its Indigent inhabitants without charge as set forth in Chapter 61 of the Texas Health and Safety Code. *See* Tex. Const. Art. IX, § 9 (2014) (emphasis added); Tex. Health & Safety Code §§ 286.073, 286.082, and 61.052(a). Tex. Att'y. Gen. Op. No. JM-858 (1988); and Tex. Att'y. Gen. Op. No. JC-0220 (2000); and

WHEREAS, in addition to the basic medical and hospital care required by Chapter 61 of the Texas Health and Safety Code, the District is authorized to provide "Optional Health Care Services." *See* Tex. Health & Safety Code §. 61.0285; and

WHEREAS, the District is empowered by Sec. 61.056 the Texas Health and Safety Code (the "Indigent Healthcare and Treatment Act") to arrange to provide health care services through contracts with public or private healthcare providers; and

WHEREAS, the Recipient is registered 501(c)(3) organization registered in the state of Texas and is the sponsor of the Outreach and Navigator Program that assist individuals to navigate, educate, apply, and obtain benefits (i.e., using social services and grant programs); and

$$55,550 \div 4 = 13,887.50$$

Quarterly Payment

WHEREAS, during the November 17, 2021, Regular Meeting, the Recipient submitted a grant request set forth in Exhibit "A" for \$55,550.00 to fund: a) eighty percent (80%) of a Social Services Navigator's salary in the amount of \$36,000.00; b) fifty percent (50%) of the salary for a Client Experience Worker in the amount of \$12,000.00; c) \$3,000.00 FICA taxes; and d) \$4,550.00 for tech support, office supplies, and phone services and have agreed to assist the District's disadvantaged by:

1. Increasing the accessibility of healthcare resources in the District's service area in order to ease the burden of having persons in the community travel outside the District for healthcare treatments.
2. Increasing the number of persons utilizing additional healthcare services within the WSH District.
3. Assisting residents of the District to apply for other social service benefits.
4. Participating and promoting community outreach for the purpose of general healthcare educational initiatives of the Winnie-Stowell Hospital District Indigent Program and other social service providers; and

WHEREAS, during the November 17, 2021, Regular Meeting, the District's Board unanimously approved the Recipient's grant request. (See Exhibit "A").

AGREEMENT:

THEREFORE, BE IT RESOLVED THAT, the Recipient and the District enter into this Agreement in consideration of the mutual promises herein contained, the Parties agree as follows:

1. Agreement of the Parties.
 - a) The Recipient agrees to maintain regular office hours in the office space allocated by the District for the Social Services Navigator, whose job duties are to assist the District's residents with applying for benefits, on Tuesday, Wednesday, and Thursday from 10 am to 3 pm, and flexible hours on Monday and Friday as needed.
 - b) The Recipient agrees that the Client Experience Navigator, whose job duties are to follow up with District's residents to ensure the residents received benefits, will work remotely and will be available to the District's residents on an as needed basis.
 - c) The Recipient will maintain its 501(c)(3) non-profit status and file the required forms with the State of Texas and Internal Revenue Service on an annual basis to keep its non-profit status.
 - d) The District agrees to provide: (1) office space for Recipient's Social Services Navigator; (2) internet services; and (3) reasonable office supplies.

- e) Except for the Prescription Services, the services provided by the Recipient for grant application shall be dedicated to the residents of the District.
- f) The Recipient will provide a computer to be used to assist with providing the services set forth in this Agreement.
- g) Payments to the Recipient shall be made on a quarterly basis upon the receipt of an invoice for services. The invoicing and payment process for the Recipient shall be as follows:
 - 1) The District agrees to fund Grant proceeds on a quarterly basis (i.e., three months) for all payroll and non-payroll related items. Subject to the termination provision in this Agreement, payments made by the District shall be approved and paid at the January, April, July, and October Regular Meetings, which are scheduled to occur on the third (3rd) Wednesday of the month.
 - 2) Prior to the quarterly meeting in which Recipient is scheduled to be paid the upcoming quarterly payment, Recipient shall provide to the District:
 - a. An income statement that sets forth: an annual budget; year to date income and expenses received and incurred; and the amounts over or under budget for each line item. An example of this income statement is set forth in Exhibit "B" to this Agreement.
 - b. Simultaneously, the Recipient agrees to provide the prior quarter's bank statements for the account used for transactions provided for in this Agreement.
 - 3) Upon review and approval of the payment request, the District agrees to pay the quarterly payment within three (3) business days following the District's Regular Monthly Meeting. This payment may be made through check or wire transfer of funds as provided by the District's routine payment policies.
- 2. **Term.** The Terms of this Agreement shall start on January 1, 2022. Thereafter, this Agreement shall be terminated unless the parties mutually agree to extend the Agreement on an annual basis by December 31st each year.
- 3. **Termination.** Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party at any time. Additionally, either party may terminate this Agreement immediately as a result of an Event of Default of any of the provisions or terms of this Agreement by the other party if the breaching party fails, after ten (10) days written notice, to cure such breach to the reasonable satisfaction of the non-breaching party. District may terminate this Agreement immediately if any of the representations of Recipient in paragraphs 3, 4 or 8 of this Agreement become untrue.



GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

THIS AGREEMENT (hereinafter “Agreement”) is made and entered into as of May 1, 2022 by and between Winnie-Stowell Hospital District (“District”), a political subdivision of the Thompson Outpatient Clinic, a registered Limited Liability Company in the State of Texas (“Recipient”).

RECITALS:

WHEREAS, the District is a hospital district located in Chambers County, Texas and governed by of Article IX, Section 9 of the Texas Constitution and Chapter 286 of the Texas Health & Safety Code, and is subject to the terms and conditions of the Texas Indigent Health Care and Treatment Act (Texas Health & Safety Code Ch. 61); and

WHEREAS, in accordance with its mission and statutory requirements, WSHD is obligated to assume full responsibility for operating a hospital facility and for providing basic medical and hospital care for its indigent inhabitants without charge as set forth in Chapter 61 of the Texas Health and Safety Code. *See* Tex. Const. Art. IX, § 9 (2014) (emphasis added); Tex. Health & Safety Code §§ 286.073, 286.082, 61.028, and 61.052(a).Tex. Att’y. Gen. Op. No.JM-858 (1988); and Tex. Att’y. Gen. Op. No. JC-0220 (2000); and

WHEREAS, the District is empowered (the “Indigent Healthcare and Treatment Act”) to arrange to provide health care services through contracts with public or private healthcare providers. *See* Tex. Health & Safety Code § 61.056; and

WHEREAS, in addition to providing healthcare and a hospital facility for the District’s indigent, providing hospital and medical care to all the residents of a hospital district is also constitutionally authorized purpose of a hospital district in this state and the expenditure of public fund for these purposes was a legitimate public purpose. *See* TEX. CONST. art. IX, 9 9; Tex. Att’y. Gen. Op. No. JC-0434 (2001); and

WHEREAS, the District is located within the rural areas of Chambers County, Texas and is in a Health Professional Shortage Area (“HPSA”) as well as Medically Underserved Area (“MUA”) as designed by the Health Resources & Services Administration; and

WHEREAS, since the District does not own or operate a healthcare facility, or a hospital facility, and the District's statutory duty requires the District to provide basic medical and hospital care to the District's indigent as well as to provide hospital and medical care to all the residents within the District, the District contracts with local private healthcare providers within the District to provide these services; and

WHEREAS, Article III, Section 52-a of the Texas Constitution set forth constitutional restrictions on providing public funds for private purposes unless the political entity's (i.e., District) governing authority determines that a grant of public money: (1) determines, in good faith, that the expenditure serves a public purpose; (2) places sufficient controls on the award to ensure that the public purpose is carried out; and (3) ensures that the political subdivision receives a return benefit. *See* Tex. Const. Art. IX, § 9; *Tex. Mun. League Intergovernmental Risk Pool v. Tex. Workers' Comp. Comm'n*, 74 S.W.3d 377, 384 (Tex. 2002); Tex. Att'y Gen. Op. No. GA-0076 (2003); and Tex. Att'y Gen. Op. No. JC-0113 (1999); and

WHEREAS, since the District does not own or operate a healthcare facility, or a hospital facility and is located within both a HPSA and MUA, to ensure that the District's indigent and non-indigent residents receive quality healthcare within the District, the District has determined that there is a legitimate public purpose to provide grants to local healthcare providers that are a party to an Indigent Healthcare Agreement with the District to assist with capital improvements to healthcare provider's facilities and to purchase necessary equipment; and

WHEREAS, during the February 16, 2022 Regular Meeting of the District's Board of Directors, Mr. Danny Thompson, a longtime nurse practitioner in the Winnie-Stowell, Texas area, informed the Board that Dr. Boutte, an assistant, and himself were leaving their practice at Riceland Hospital and re-opening Thompson Outpatient Clinic ("Clinic") in order to provide primary care services; and

WHEREAS, at this same meeting, Mr. Danny Thompson requested that the Board of Directors approve an Indigent Care Provider Agreement with Thompson Outpatient Clinic so the Clinic would be designated as a "Mandated Provider" and allowed to continue treating District's indigent clients previously seen by Mr. Thompson and Dr. Boutte at Riceland Hospital; and

WHEREAS, the Recipient's request to enter into an Indigent Care Agreement with the District was considered by the District's Board and approved at the February 16, 2022 Regular meeting and an Indigent Care Provider Agreement was subsequently approved during the March 23, 2022 Regular Meeting; and

WHEREAS, furthermore, consistent with the District's grant policy, prior to the March 23, 2022, Regular Meeting, Mr. Danny Thompson, owner of Thompson Outpatient Clinic (i.e., recipient) submitted a grant request for start-up assistance for his new clinic and presented the request to the District's Finance Committee for review. (*See Exhibit "A"*). In the grant request, Mr. Thompson requested financial assistance of \$61,486.00 for up to two months to fund the Recipient's staffs' salaries; and

WHEREAS, after consideration of the request by the Recipient, the Board unanimously approved the funding of the request during the March 23, 2022 Regular Meeting and declared that the grant award:

- is consistent with the District’s constitutional and statutory duty and serves a public purpose by: 1) assisting, through incentives, the retention of a local healthcare provider to continue offering services within the District but to also establish an additional healthcare facility for all the residents of the District utilize; and 2) to promote local economic development and stimulate business and commercial activity within the District;
- through the grant application and safeguards established by this Agreement, the District has established adequate control to ensure the public purpose was executed; and
- the return benefit for District is to enable the District’s residents and indigent to have a choice in healthcare providers and the opportunity to remain within the District to receive medical care in the form of a primary care physician.

AGREEMENT:

THEREFORE, BE IT RESOLVED THAT, the Recipient and the District enter into this Agreement in consideration of the mutual promises herein contained, the Parties agree as follows:

1. Agreement of the Parties.

- a) The Recipient agrees to assist the District achieve its constitutional and statutory duties to provide primary health care to the residents of the District as well as the District’s residents enrolled in the Indigent Care Assistance Program, the District agrees to make a payment to the Recipient in the amount of \$61,486.00 prior May 2, 2022 for the purpose of assisting the Recipient with the Recipient’s May 2022 employee payroll expenses. In addition, if: (1) the Recipient complies with the terms of this Agreement; and (2) the District’s Board approves the Supplemental Term, as defined in the “Term and Termination” provisions of this Agreement, the District agrees to make a second payment of up to \$61,486.00 to the Recipient on, or before June 1, 2022.
- b) The Recipient agrees that within five (5) business days June 1, 2022 and July 1, 2022, if the Supplemental Term is approved, to provide the District with a detailed accounting of the District’s funds, including, (1) a list of employees paid and each employee’s payment amount per pay period (or a check register report generated by the Recipient’s accounting system that provides the equivalent information); and 2) proof of payment all of the District’s grant funds. The proof of payment may be in the form of a deposited check or bank statement.

2. **Term and Termination.** The Terms of this Agreement shall start on May 1, 2022 and shall automatically terminate within thirty-one (31) days (“Initial Term”) unless the District approves an extension of the Agreement for an additional thirty (30) days during the May 18, 2022 Regular Meeting (“Supplemental Term”).

3. **Representations and Certifications.**

The Recipient represents and certifies, to the best of its knowledge and belief, to the District as follows:

- a) Recipient has legal authority to enter, execute, and deliver this Agreement, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.
- b) Recipient has read and will comply with the GRANT/SPONSORSHIP POLICY AND PROCEDURES and the terms, conditions, provisions, covenants, requirements, and certifications in this Agreement, applicable statutory provisions, agency administrative rules, and all other documents incorporated herein by reference.
- c) Recipient has made no materially false statement or misstatement of fact in connection with the Grant application or this Agreement and its receipt of the Grant, and all of the information it previously submitted to the District or that it is required under this Agreement to submit to the District relating to the Grant or the disbursement of any of the Grant is and will be true and correct at the time such statement is made.
- d) It is in compliance in all material respects with provisions of its charter and of the laws of the State of Texas, and of the laws of the jurisdiction in which it was formed, and (i) there are no actions, suits, or proceedings pending, or threatened, before any judicial body or governmental authority against or affecting its ability to enter into this Agreement, or any document referred to herein, or to perform any of the material acts required of it in such documents and (ii) it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, or any document referred to herein, or to perform any of the material acts required of it in such documents.
- e) Neither the execution and delivery of this Agreement or any document referred to herein, nor compliance with any of the terms, conditions, requirements, or provisions contained in this Agreement or any documents referred to herein, is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.
- f) Recipient shall furnish such satisfactory evidence regarding the representations and certifications described herein as may be required and requested by the District from time to time.

The District represents and certifies, to the best of its knowledge and belief, to the Recipient as follows:

- a) District has legal authority to enter into, execute, and deliver this Agreement, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.
- b) District will comply with the GRANT/SPONSORSHIP POLICY AND PROCEDURES and the terms, conditions, provisions, covenants, requirements, and certifications in this Agreement, applicable statutory provisions, agency administrative rules, and all other documents incorporated herein by reference.
- c) District has made no materially false statement or misstatement of fact in connection with this Agreement and the Grant.
- d) District is in compliance in all material respects with provisions of its charter and of the laws of the State of Texas, and of the laws of the jurisdiction in which it was formed, and there are no actions, suits, or proceedings pending, or threatened, before any judicial body or governmental authority against or affecting its ability to enter into this Agreement, or any document referred to herein, or to perform any of the material acts required of it in such documents and (ii) it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, or any document referred to herein, or to perform any of the material acts required of it in such documents; and
- e) Neither the execution and delivery of this Agreement or any document referred to herein, nor compliance with any of the terms, conditions, requirements, or provisions contained in this Agreement or any documents referred to herein, is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

4. Expenditure of Funds.

- a) This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grant application, supporting documents, and terms of this Agreement, and may not be expended for any other purpose without the District's prior written approval.
- b) If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned no later than fifteen (15) days after the termination of this Agreement.
- c) Recipient agrees it shall not expend any grant funds for:

- 1) political or lobbying activity or for any purpose other than one specified in section 170(c)(2)(b) of the Code; or
- 2) the payment of taxes for any reason.

5. Separate and Secured Account.

Subject to the Recitals set forth above, it is the District's policy, if applicable, to fund grants on an as needed basis, or an agreed to schedule after receipt of the necessary reports and supporting documents. Moreover, recipients of any grant payments that are made must hold the District's grant funds in a separate account that is secured by the FDIC or as required by the Texas Public Funds Investment Act.

6. Records and Reports.

The Recipient agrees to submit monthly as required by Section 1(a).

To the extent allowed by the laws of the United States of American and State of Texas, information in the reports shall be accessible to the public. Recipient is also required to keep copies of the reports and records with respect to this Grant, for at least five (5) years following the year in which all grant funds are fully expended.

7. Required Notification.

You are required to provide the District with immediate written notification of:

- a) Any changes in your organization's status;
- b) Your inability to expend the funds from the Grant for the purposes described in the Grant award letter; or
- c) Any expenditure of funds from this Grant made for any purpose other than those for which the Grant was intended.

8. Access for Evaluation.

You agree to permit the District and its representatives, at its reasonable request, to have access during regular business hours to your files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as the District deems necessary or appropriate concerning this Grant.

9. Publicity.

You will allow the District to review and approve the text of any proposed publicity concerning this Grant prior to its release. The District may include information regarding this Grant, including the amount and purpose of the Grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in

the District periodic reports, newsletters, and news releases. However, any, and all, intellectual property rights related to any photographs, logos, trademarks or other information or materials of Recipient shall remain the sole property of Recipient.

10. Contingent upon Availability of Grant Funds.

This Agreement is contingent upon funding being available for the term of the Agreement and the Recipient shall have no right of action against the District in the event that the District is unable to perform its obligations under this Agreement as a result of the suspension, termination, withdrawal, or failure of funding to the District or lack of sufficient funding of the District for this Agreement, if funds become unavailable to the District during the term of the Agreement. For the sake of clarity, and except as otherwise provided by this Agreement, if this Agreement is not funded, then both parties are relieved of all its obligations under this Agreement.

11. Right to Revoke or Modify - “Event of Default”.

The District reserves the right to discontinue, modify or withhold any payments to be made under this Grant award or to require a total or partial refund of any Grant funds if, in the District’s sole discretion, it is determined that an “Event of Default” occurs:

- a) Recipient fails to comply with the District’s GRANT/SPONSORSHIP POLICY AND PROCEDURES, or Terms and Conditions of this grant;
- b) Recipient fails to comply with the District’s Terms and Conditions of this Agreement;
- c) The purpose and objectives of the Grant are not being achieved or sustainable and Recipient has been provided reasonable notice and opportunity to cure;
- d) The Recipient is not in compliance with any state or federal law; or
- e) The Recipient’s material misrepresentation or false covenant, representation, certification, or warranty made by Recipient herein, in the Grant application, or in any other document furnished by Recipient pursuant to this Agreement that was misleading at the time that it was made.
- f) If District does not receive signed copies of its Grant award letter and of these general Grant terms within 14 days after the date of the District’s Grant award letter, this Grant may be revoked.

12. Duty to Report Event of Default - “Notice of Default”.

The Recipient shall notify the District in writing promptly and in no event more than seven (7) days after it obtains knowledge of the occurrence of any Event of Default. The Recipient shall include a statement setting forth reasonable details of each Event of Default and the action which the Recipient proposes to take with respect thereto.

13. Interim Remedies.

Upon receipt by the Recipient of a notice of Default, and at any time thereafter until such Event of Default is cured to the satisfaction of the District or this Contract is terminated, the District may enforce any or all of the following remedies (such rights and remedies being in addition to and not in lieu of any rights or remedies set forth herein):

- a) The District may refrain from distributing any amount of the Grant funds not previously disbursed; provided, however, the District may make such a disbursement after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder; and
- b) The District may enforce any additional remedies it has in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the District would otherwise possess.

14. Obligations/Liabilities Affected by Event of Default.

The Recipient shall not incur new obligations that otherwise would have been paid for using Grant funds after the receipt of notice as of Event of Default, unless expressly permitted by the District in writing, and shall cancel or suspend as many outstanding obligations as possible. The District shall not owe any fee, penalty or other amount for exercising its right to terminate the Agreement. In no event shall the District be liable for any services performed, or costs or expenses incurred, after the termination of the Agreement.

15. Termination of Agreement.

If the District intends to terminate for an Event of Default by the Recipient, the District shall provide written notice to the Recipient and shall include a reasonable description of the Event of Default and, if applicable, the steps necessary to cure such Event of Default. Upon receiving notice from the District, the Recipient shall have thirty (30) days beginning on the day following the receipt of notice to cure the Event of Default. Upon request, the District may provide an extension of time to cure the Event of Default(s) beyond the thirty (30) day period specified herein so long as the Recipient is using reasonable efforts to cure and is making reasonable progress in curing such Event(s) of Default. The extension shall be in writing and appended to the Contract. If the Recipient is unable, or fails, to timely cure an Event of Default, unless expressly waived in writing by the District, this Contract shall immediately terminate as of the close of business on the final day of the allotted cure period without any further notice or action by the District required.

In addition, and notwithstanding the foregoing, if the District determines that certain Events of Default cannot be cured, the District shall give Final Event of Default under this Agreement and has the right to terminate this Agreement immediately.

16. Repayment of Grant Proceeds upon Event of Default.

The District may require the Recipient to repay some, or all, of the disbursed Grant proceeds in the event of termination to the extent such Event of Default resulted from Grant funds being expended in violation of this Agreement. To the extent that the District exercises this option, the District shall provide written notice to the Recipient stating the amount to be repaid, applicable interest calculated not to exceed the payments amounts, and the schedule for such repayment. The Recipient may request that the District waive the interest, subject in all cases to the District's sole discretion.

17. INDEMNIFICATION.

EXCEPT AS PROVIDED HEREIN, THE RECIPIENT AGREES TO FULLY INDEMNIFY AND HOLD THE DISTRICT AND THE STATE OF TEXAS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, COSTS, EXPENSES, LIABILITIES, CAUSES OF ACTION AND DAMAGES OF EVERY KIND AND CHARACTER (INCLUDING REASONABLE ATTORNEYS FEES) WHICH MAY BE ASSERTED BY ANY PARTY IN ANY WAY RELATED OR INCIDENT TO, ARISING OUT OF THE RECEIPT OF GRANT FUNDS BY THE DISTRICT, INCLUDING BUT NOT LIMITED TO CLAIMS OF RECIPIENT'S NEGLIGENT, INTENTIONAL OR WRONGFUL PERFORMANCE OR FAILURE TO PERFORM UNDER THIS CONTRACT, (2) THE RECIPIENT'S RECEIPT OR USE OF GRANT FUNDS, (3) ANY NEGLIGENT, INTENTIONAL OR WRONGFUL ACT OR OMISSION COMMITTED BY THE RECIPIENT ASSOCIATED WITH THE GRANT; (4) ANY CLAIM OF BREACH OR NONPERFORMANCE OF ANY REPRESENTATION, COVENANT OR AGREEMENT BY RECIPIENT RESULTING FROM THE RECEIPT OF THE GRANT; OR; (5) CLAIM BY ANY CONTRACTOR, VENDOR, OR INDIVIDUAL ALLEGING DENIAL OF PAYMENT FOR GOODS, EQUIPMENT, OR SERVICES ASSOCIATED WITH GRANT BY THE DISTRICT. IN ADDITION, THE RECIPIENT AGREES TO FULLY INDEMNIFY AND HOLD THE DISTRICT AND THE STATE OF TEXAS HARMLESS FROM AND AGAINST ANY AND ALL COSTS AND EXPENSES OF EVERY KIND AND CHARACTER (INCLUDING REASONABLE ATTORNEYS FEES, COSTS OF COURT AND EXPERT FEES) THAT ARE INCURRED BY THE DISTRICT OR THE STATE OF TEXAS ARISING OUT OF OR RELATED TO A CLAIM OF THE TYPE SPECIFIED IN THE PRECEDING SENTENCE. NOTWITHSTANDING THE PRECEDING, SUCH INDEMNIFICATION SHALL NOT APPLY IN THE EVENT OF THE SOLE OR GROSS NEGLIGENCE OF THE DISTRICT

THE FOLLOWING PROCEDURE SHALL APPLY WITH RESPECT TO ANY CLAIMS OR PROCEEDINGS COVERED BY THE FOREGOING AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:

- I. DISTRICT SHALL GIVE WRITTEN NOTICE TO RECIPIENT PROMPTLY AFTER DISTRICT LEARNS OF THE CLAIM OR PROCEEDING; PROVIDED THAT THE FAILURE TO GIVE SUCH NOTICE SHALL NOT RELIEVE RECIPIENT OF ITS OBLIGATIONS HEREUNDER PROVIDED**

DISTRICT USES ITS BEST EFFORTS TO MITIGATE DAMAGES AND EXCEPT TO THE EXTENT RECIPIENT IS ACTUALLY DAMAGED THEREBY;

II. WITH RESPECT TO ANY THIRD-PARTY CLAIMS OR PROCEEDINGS AS TO WHICH DISTRICT IS ENTITLED TO INDEMNIFICATION, RECIPIENT, SUBJECT TO THE CONSENT OF THE DISTRICT THAT SHOULD NOT BE UNREASONABLY WITHHELD, SHALL HAVE THE RIGHT TO SELECT AND EMPLOY COUNSEL OF ITS OWN CHOOSING TO DEFEND AGAINST ANY SUCH CLAIM OR PROCEEDING, TO ASSUME CONTROL OF THE DEFENSE OF SUCH CLAIM OR PROCEEDING, AND TO COMPROMISE, SETTLE OR OTHERWISE DISPOSE OF THE SAME, IF RECIPIENT DEEMS IT ADVISABLE TO DO SO, ALL AT THE EXPENSE OF RECIPIENT; PROVIDED, HOWEVER, THAT DISTRICT MAY EMPLOY COUNSEL, OF ITS OWN CHOOSING, AT ITS SOLE EXPENSE. THE PARTIES WILL FULLY COOPERATE IN ANY SUCH ACTION AND SHALL MAKE AVAILABLE TO EACH OTHER ANY BOOKS OR RECORDS USEFUL FOR THE DEFENSE OF ANY SUCH CLAIM OR PROCEEDING. DISTRICT MAY ELECT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH THIRD-PARTY CLAIM IN CONNECTION THEREWITH. SUBJECT TO THE FOREGOING DISTRICT, SHALL NOT SETTLE OR COMPROMISE ANY SUCH THIRD-PARTY CLAIM WITHOUT THE PRIOR CONSENT OF RECIPIENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. INDEMNIFICATION SHALL BE DUE ONLY TO THE EXTENT OF THE LOSS OR DAMAGE ACTUALLY SUFFERED (I.E. REDUCED BY ANY OFFSETTING OR RELATED ASSET OR SERVICE RECEIVED AND BY ANY RECOVERY FROM ANY THIRD PARTY, SUCH AS AN INSURER).

18. Insurance and Additional Insured.

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

19. Notices.

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

District: Mr. Edward Murrell
President
Winnie-Stowell Hospital District
P.O. Box 1997
Winnie, Texas 77665

Recipient: Mr. Danny Thompson
Thompson Outpatient Clinic

Winnie, Texas 77665

Notice of a change in address of one of the Parties shall be given in writing to the other party as provided above but shall be effective only upon actual receipt.

20. No Assignment or Delegation.

Neither the District nor Recipient may assign, or otherwise transfer, that party's rights or delegate any of that party's obligations under this Grant without prior written approval from the other party.

21. Compliance with Applicable Federal and State Law.

The Recipient intends on conducting itself in full compliance with applicable state, local, and federal law including the federal law commonly known as the Stark Law, the Medicare and Medicaid Anti-Fraud and Abuse law, and the Texas Occupations Code Anti-Patient Solicitation law. Recipient will not intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of such laws.

22. Alternative Dispute Resolution.

If applicable, the dispute resolution process provided for in TEX. GOVT. CODE, Ch. 2260 shall be used, as further described herein, to resolve any claim for breach of contract made against the District (excluding any uncured Event of Default). The submission, processing and resolution of a party's claim are governed by the published rules adopted by the Attorney General pursuant to TEX. GOVT. CODE, Ch. 2260, as currently effective, hereafter enacted or subsequently amended.

23. Applicable Law and Venue.

This Contract shall be construed, and all disputes shall be considered in accordance with the laws of the State of Texas, without regard to its principles governing the conflict of laws. Provided

that the Recipient first complies with procedures set forth in “Alternative Dispute Resolution,” exclusive venue and jurisdiction for the resolution of claims arising from or related to this Contract shall be in Chambers County, Texas.

24. Attorneys’ Fees.

To the extent allowed by the laws of the State of Texas, in the event of any litigation, appeal or other legal action to enforce any provision of the Contract, the Recipient shall pay all expenses of such action, including attorneys’ fees and costs, if the District is the prevailing party.

IN WITNESS WHEREOF, the parties hereto have duly executed this GENERAL TERMS, CONDITIONS, AND UNDERTSTANDINGS, the ____ day of _____, 2022,

Name: Mr. Edward Murrell
Title: President
Entity: Winnie Stowell Hospital District

Name: Mr. Danny Thompson
Title: Owner
Entity: Thompson Outpatient Clinic.

EXHIBIT “A”

**Coastal Gateway Health Center
Grant Request - WSHD
April 20, 2022**

Current Bank Balance	\$ 54,677.11
Less Checks Outstanding	\$ (32,994.81)
Less Outstanding Payrol	<u>\$ (5,999.77)</u>
Reconciled Balance	\$ 15,682.53
FDIC Insured Balance	<u>\$ 250,000.00</u>
Grant Request	<u><u>\$ 234,317.47</u></u>

Exhibit “B”



04.20.22 WSHD Regular Board Meeting Indigent Care Report

1) Active Client Count:

- a) Indigent Clients – 70 (39 Apps, 21 Approved, 1 Denied, 17 Incomplete)
- b) Youth Counseling – 26
- c) Irlen Services – 3
- d) Dental & Vision – 3 used the Vision benefits in MAR

2) Riceland Hospital & Clinics:

The MAR were up by \$38K, from \$34.6K and payment to them was up by \$23K, from \$16.9K. The services which caused this increase was an inpatient stay. The charges and were paid at the current Medicaid Reimbursement Rate, which equated to an overall reimbursement rate of 55%.

3) UTMB Hospital & Clinics:

UTMB charges were up by \$200K, and payment was up by \$19K. The services which caused this increase included 2 surgeries for a total billed amount of \$32.4K and payment of \$8.9K, 4 procedures for a total billed amount of \$9.7K and payment of \$2.3K, an ER Visit for a total billed amount of \$5.5K and payment of \$1.3K, and a 47 day In-Patient Stay for a total billed amount of \$235.5K and payment of \$28.6K. As a heads-up, there are 3 upcoming surgeries (\$10K, \$18.6K, and \$8K) for a total expected payment of \$36.6K, and 5 upcoming procedures (\$2K, \$1K, \$500, \$500, and \$14K) for a total expected payment of \$19K.

4) Our over-all YTD expenditure Charts:

CHART 1: 2022 YTD WSHD Services & Budget Status

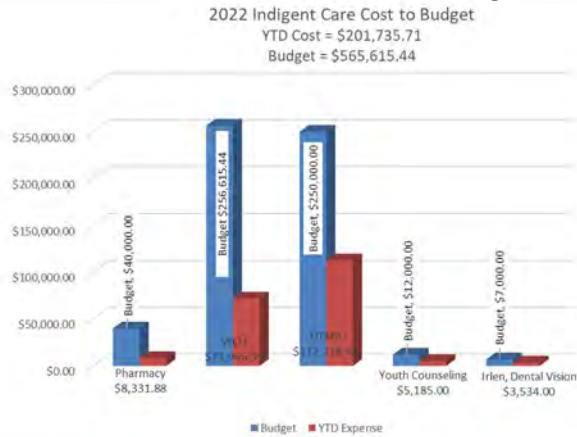
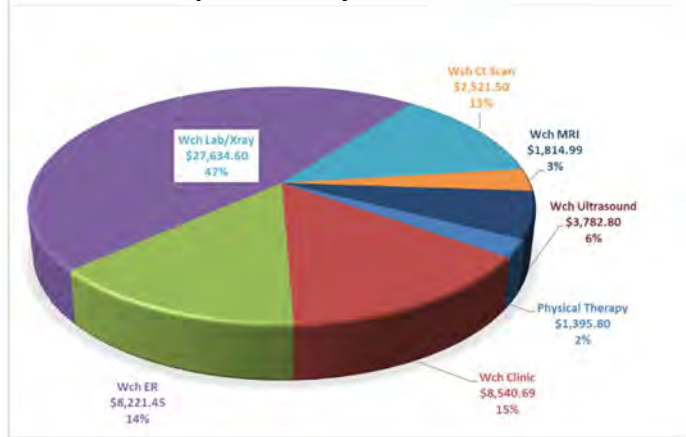


Chart 2: Services provided by WCH



We have expended 36% of the overall Indigent Care Budget

- 21% of the Pharmacy budget
- 28% of the Riceland budget
- 45% of the UTMB budget
- 43% of the Youth Counseling budget
- 50% of the Special Services budget – Irlen, Vision, & Dental

5) District Programs:

- a) County Van – See attached – 5 out of 64 were WSHD clients
- b) Marcelous Williams – See attached – 17 out of 20 were WSHD clients
- c) Winnie Stowell EMS – See attached – 7 transports were made from Riceland

Answers to the questions from last Board Meeting are as follows:

- How many times is the Transfer Ambulance used per month?
This is not tracked, but the Transport Ambulance makes trips every day.
- Why is the WSEMS not making calls to Houston or “floor” calls?



This is primarily due to the time and distance, but also the frequent need for a paramedic to be on board. However, after talking with Amber and Holly, the Riceland Nursing Director, they are willing to begin taking the "floor" transfers and the Houston ER to ER transfers.

- Why is the WSEMS not making calls between the nursing home and the hospital and vice versa?
The Transfer Ambulance is willing to make the transfers from the Nursing Home to the hospital, but the transfer from the hospital back to the Nursing Home is not covered by Insurance.

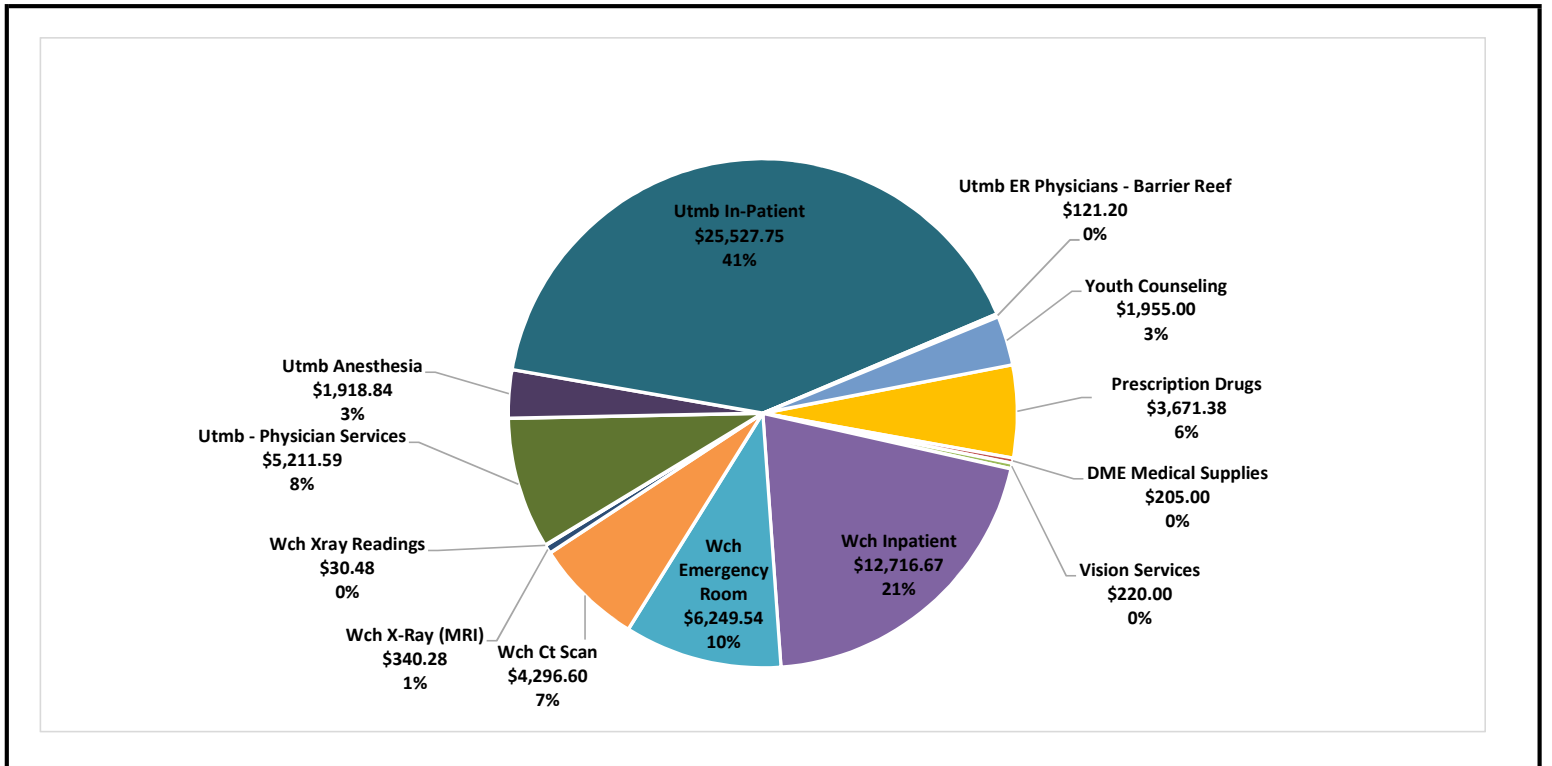
WSHD Indigent Care Director Report
Jan-Dec 2022 YTD Expenditures Worksheet

	February			March			Year to Date					
	Indigent Clients:	YOUTH Counseling:	Irlen Services:	Billed Amount	Contracted Rate	Actually Paid	Billed Amount	Contracted Rate	Actually Paid	Clients Enrolled:	YC Enrolled:	IS Enrolled:
	67	22	3							77	26	3
										Total Unduplicated	Average	69
										26	23	3
PROVIDER TOTALS												
Pharmacy												
Brookshire Brothers Pharmacy Corp	\$872.42	\$872.42	\$809.23	\$1,624.04	\$1,624.04	\$1,476.18	\$4,148.49	\$3,669.09	\$3,351.24			
Wilcox Pharmacy	\$1,553.71	\$1,553.71	\$1,553.71	\$2,195.20	\$2,195.20	\$2,195.20	\$4,980.64	\$4,980.64	\$4,980.64			
ADJUSTMENTS-Refunds/Credits												
Pharmacy Totals	\$2,426.13	\$2,426.13	\$2,362.94	\$3,819.24	\$3,819.24	\$3,671.38	\$9,129.13	\$8,649.73	\$8,331.88			
Winnie Community Hospital												
WCH Clinic	\$5,070.00	\$2,378.42	\$2,378.42	\$9,660.00	\$4,108.18	\$4,108.18	\$19,321.00	\$8,540.69	\$8,540.69			
WCH ER	\$2,570.00	\$1,536.72	\$1,536.72	\$11,619.00	\$6,249.54	\$6,249.54	\$15,074.00	\$8,221.45	\$8,221.45			
WCH Lab/Xray	\$14,974.00	\$10,481.80	\$10,481.80	\$13,599.00	\$9,519.30	\$9,519.30	\$39,478.00	\$27,634.60	\$27,634.60			
WCH CT Scan	\$0.00	\$0.00	\$0.00	\$6,138.00	\$4,296.60	\$4,296.60	\$10,745.00	\$7,521.50	\$7,521.50			
WCH Xray (MRI)	\$8,135.00	\$463.24	\$463.24	\$7,258.00	\$340.28	\$340.28	\$37,167.00	\$1,814.99	\$1,814.99			
WCH Lab/Xray Reading	\$1,081.00	\$145.41	\$145.41	\$204.00	\$30.48	\$30.48	\$2,391.00	\$337.89	\$337.89			
WCH Inpatient	\$0.00	\$0.00	\$0.00	\$20,847.00	\$12,716.67	\$12,716.67	\$20,847.00	\$12,716.67	\$12,716.67			
WCH Physical Therapy	\$1,332.00	\$932.40	\$932.40	\$0.00	\$0.00	\$0.00	\$1,994.00	\$1,395.80	\$1,395.80			
WCH Ultrasound	\$1,508.00	\$1,055.60	\$1,055.60	\$2,702.00	\$1,891.40	\$1,891.40	\$5,404.00	\$3,782.80	\$3,782.80			
WCH Totals	\$34,670.00	\$16,993.59	\$16,993.59	\$72,027.00	\$39,152.45	\$39,152.45	\$152,421.00	\$71,966.39	\$71,966.39			
ADJUSTMENTS-Refunds/Credits												
Balance on Contracted Amount (Lump Sum Payment of \$256,615.44)		\$223,801.50			\$184,649.05			\$184,649.05				
Actual Medicaid Rate Incurred		\$8,787.72					\$256,615.45 -	\$17,339.09	\$208,471.26			
UTMB												
UTMB Physician Services	\$23,846.00	\$4,188.56	\$4,188.56	\$18,773.00	\$5,211.59	\$5,211.59	\$62,749.00	\$13,334.82	\$13,316.57			
UTMB Anesthesia	\$1,920.00	\$1,214.55	\$1,214.55	\$3,228.00	\$1,918.84	\$1,918.84	\$12,805.00	\$4,985.08	\$4,985.08			
UTMB In-Patient	\$0.00	\$0.00	\$0.00	\$227,276.41	\$25,527.75	\$25,527.75	\$348,689.87	\$53,527.75	\$53,527.75			
UTMB Outpatient	\$74,094.56	\$17,782.69	\$17,782.69	\$50,005.79	\$11,797.38	\$11,797.38	\$171,662.07	\$40,889.04	\$40,889.04			
UTMB Lab&Xray	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$0.00			
ADJUSTMENTS-Refunds/Credits												
UTMB Totals	\$99,860.56	\$23,185.80	\$23,185.80	\$299,283.20	\$44,455.56	\$44,455.56	\$595,935.94	\$112,736.69	\$112,718.44			
Non-Contracted Emergency Services												
Barrier Reef (UTMB ER Physician)	\$2,397.00	\$128.90	\$128.90	\$4,808.00	\$121.20	\$121.20	\$11,195.00	\$476.49	\$476.49			
Chambers Co Public Hosp Distr ER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Winnie-Stowell EMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Non-Contract Services Totals	\$2,397.00	\$128.90	\$128.90	\$4,808.00	\$121.20	\$121.20	\$11,195.00	\$476.49	\$476.49			
Youth Counseling												
Benjamin Odom	\$1,105.00	\$1,105.00	\$1,105.00	\$1,360.00	\$1,360.00	\$1,360.00	\$3,315.00	\$3,315.00	\$3,315.00			
Nicki Holtzman	\$595.00	\$595.00	\$595.00	\$425.00	\$425.00	\$425.00	\$1,445.00	\$1,445.00	\$1,445.00			
Penelope Butler	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00	\$425.00	\$425.00	\$425.00			
Youth Counseling Totals	\$1,870.00	\$1,870.00	\$1,870.00	\$1,955.00	\$1,955.00	\$1,955.00	\$5,185.00	\$5,185.00	\$5,185.00			
Irlen Services												
Nancy Gaudet	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$496.00	\$496.00	\$496.00			
Irlen Services Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$496.00	\$496.00	\$496.00			
Indigent Special Services												
Dental Services	\$250.00	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00	\$2,768.00	\$2,768.00	\$2,768.00			
Vision Services	\$50.00	\$50.00	\$50.00	\$220.00	\$220.00	\$220.00	\$270.00	\$270.00	\$270.00			
Indigent Special Services Totals	\$300.00	\$300.00	\$300.00	\$220.00	\$220.00	\$220.00	\$3,038.00	\$3,038.00	\$3,038.00			
Medical Supplies												
Alliance Medical Supply (C-PAP)	\$0.00	\$0.00	\$0.00	\$205.00	\$205.00	\$205.00	\$205.00	\$205.00	\$205.00			
Medial Supplies Total	\$0.00	\$0.00	\$0.00	\$205.00	\$205.00	\$205.00	\$205.00	\$205.00	\$205.00			
Grand Totals	\$141,523.69	\$44,904.42	\$44,841.23	\$382,317.44	\$89,928.45	\$89,780.59	\$777,605.07	\$202,753.30	\$202,417.20			

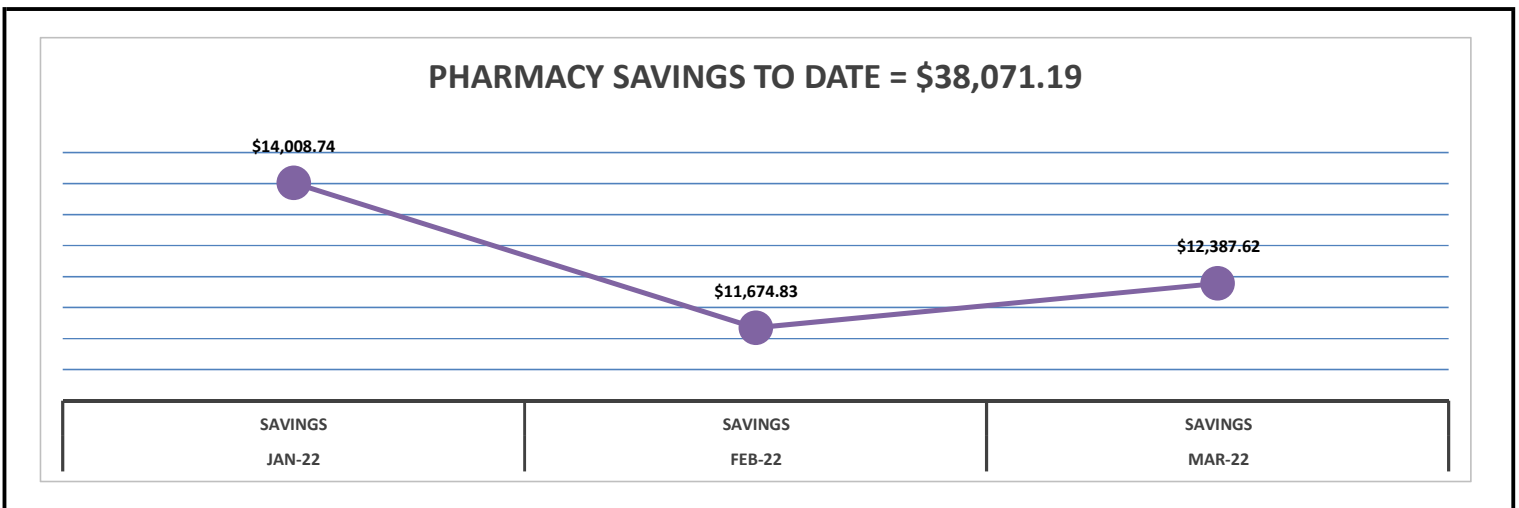
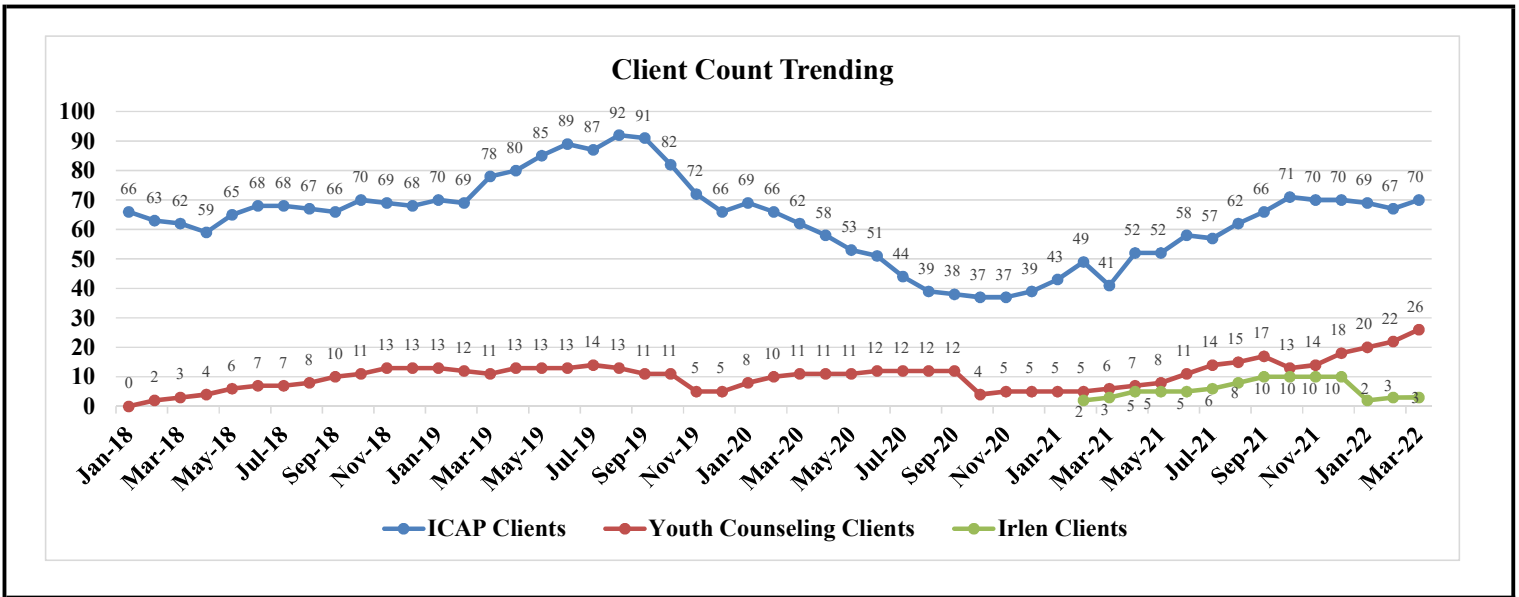
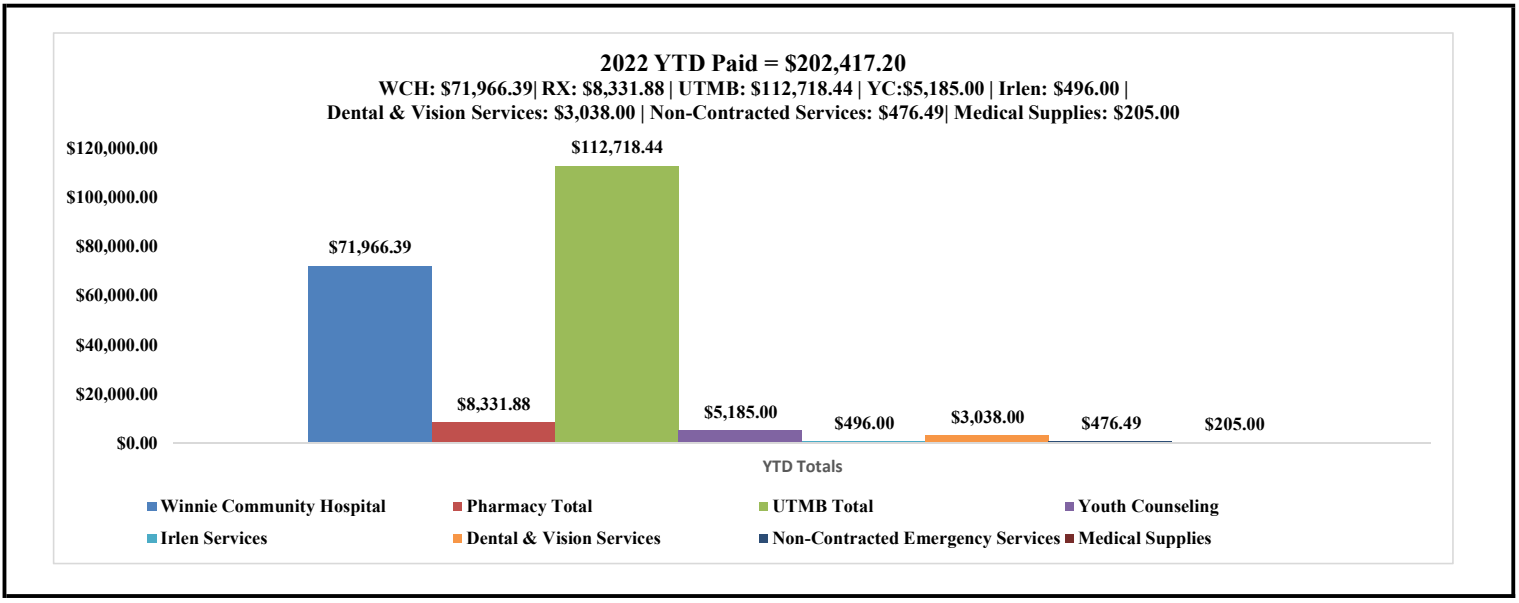
WSHD Indigent Care Director Report
Mar 2022 SOURCE CODE REPORT

Source Totals for Batch Dates 03/01/2022 through 03/31/2022 for All Vendors

Source	Description	Amount Billed	Amount Paid	% of Total
02	Prescription Drugs	\$3,819.24	\$3,671.38	4.09%
09	DME Medical Supplies	\$205.00	\$205.00	0.23%
13	Vision Services	\$220.00	\$220.00	0.25%
21	Wch Clinic	\$9,660.00	\$4,108.18	4.58%
23	Wch Inpatient	\$20,847.00	\$12,716.67	14.16%
24	Wch Emergency Room	\$11,619.00	\$6,249.54	6.96%
25	Wch Lab/Xray	\$13,599.00	\$9,519.30	10.60%
26	Wch Ct Scan	\$6,138.00	\$4,296.60	4.79%
28	Wch X-Ray (MRI)	\$7,258.00	\$340.28	0.38%
29	Wch Ultrasound	\$2,702.00	\$1,891.40	2.11%
44	Wch Xray Readings	\$204.00	\$30.48	0.03%
31	Utmb - Physician Services	\$18,773.00	\$5,211.59	5.80%
31-1	Utmb Anesthesia	\$3,228.00	\$1,918.84	2.14%
33	Utmb In-Patient	\$227,276.41	\$25,527.75	28.43%
34	Utmb Out-Patient	\$50,005.79	\$11,797.38	13.14%
34-1	Utmb ER Physicians - Barrier Reef	\$4,808.00	\$121.20	0.13%
39	Youth Counseling	\$1,955.00	\$1,955.00	2.18%
Expenditures/Reimbursements/Adjustments		\$382,317.44	\$89,780.59	100%
Grand Total		\$382,317.44	\$89,780.59	100%



WSDH Indigent Care Director Report
YTD Trending



Chambers County East Side Van Monthly Report



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

Nov-21


VEHICLE #1		EAST SIDE VAN #1	
TOTAL MILES DRIVEN			3377
TOTAL HOURS DRIVEN			184.83
TOTAL EXPENSES FOR MONTH			\$1,160.92
FUEL COST			\$867.67
REPAIRS & MAINTENANCE COST	oil change/ tires		\$293.25
MISC EXPENSES			
TOTAL RIDERS			27
TOTAL WSHD RIDERS			4
TOTAL TRIPS			57
TOTAL TRIPS FOR WSHD RIDERS			5

VEHICLE #2		EAST SIDE VAN #2	
TOTAL MILES DRIVEN			1480
TOTAL HOURS DRIVEN			51.92
TOTAL EXPENSES FOR MONTH			\$323.06
FUEL COST			\$323.06
REPAIRS & MAINTENANCE COST			
MISC EXPENSES			
TOTAL RIDERS			11
TOTAL WSHD RIDERS			0
TOTAL TRIPS			16
TOTAL TRIPS FOR WSHD RIDERS			0


VEHICLE #3		VEHICLE FROM JUDGE'S FLEET	
TOTAL MILES DRIVEN			3597
TOTAL HOURS DRIVEN			132.33
TOTAL EXPENSES FOR MONTH			\$921.42
FUEL COST			\$544.62
REPAIRS & MAINTENANCE COST	oil/back door latch/mirror/rav 4		\$376.80
MISC EXPENSES			
TOTAL RIDERS			26
TOTAL WSHD RIDERS			1
TOTAL TRIPS			60
TOTAL TRIPS FOR WSHD RIDERS			1

GRAND TOTALS			
MILES DRIVEN			8454
RIDERS			64
WSHD RIDERS			5
TRIPS			133
WSHD TRIPS			6
EXPENSES			\$2,405.40

Winnie Stowell Volunteer EMS Report Year 2022

 Winnie Stowell Volunteer EMS Winnie-Stowell Hospital District Report				
	Year to Date Details for 2022	Jan-22	Feb-22	Mar-22
YTD CALLS/TRANSPORTS REQUESTED	2	4	7	13
YTD CALLS/TRANSPORTS MADE	2	4	7	13
YTD CALLS/TRANSPORTS DELAYED	0	0	1	1
YTD CALLS/TRANSPORTS REASSIGNED	0	0	0	0
YTD 3RD PARTY INVOICES BILLED	\$3,143.93	\$6,529.28	\$6,403.22	\$16,076.43
YTD 3RD PARTY PAYMENTS RECEIVED	\$0.00	\$0.00	\$0.00	\$0.00
YTD STAFFING EXPENSES	\$10,416.00	\$9,408.00	\$10,080.00	\$29,904.00
YTD PERTINENT INFORMATION REGARDING PERFORMANCE				

Winnie Stowell Volunteer EMS Report Year 2022

 Winnie Stowell Volunteer EMS Winnie-Stowell Hospital District Report				
	Year to Date Details for 2022	Jan-22	Feb-22	Mar-22
YTD CALLS/TRANSPORTS REQUESTED	2	4	7	13
YTD CALLS/TRANSPORTS MADE	2	4	7	13
YTD CALLS/TRANSPORTS DELAYED	0	0	1	1
YTD CALLS/TRANSPORTS REASSIGNED	0	0	0	0
YTD 3RD PARTY INVOICES BILLED	\$3,143.93	\$6,529.28	\$6,403.22	\$16,076.43
YTD 3RD PARTY PAYMENTS RECEIVED	\$0.00	\$0.00	\$0.00	\$0.00
YTD STAFFING EXPENSES	\$10,416.00	\$9,408.00	\$10,080.00	\$29,904.00

YTD PERTINENT INFORMATION REGARDING PERFORMANCE

Mar-22
MONTHLY CALLS/TRANSPORTS REPORT

CALLS REQUESTED			CALL RESULTS		
DATE	PICK UP LOCATION	DROP OFF LOCATION	MADE: M	DELAYED: D	REASSIGNED: R
3/12/2022	Riceland	St. Elizabeth	M		
3/14/2022	Riceland	St. Elizabeth	M		
3/20/2022	Riceland	St. Elizabeth	M		
3/25/2022	Riceland	PAM Rehab (Beaumont)	M	D	
3/27/2022	Riceland	UTMB	M		
3/28/2022	Riceland	Medical Center (Port Arthur)	M		
3/28/2022	Riceland	Memorial Herman-Beaumont	M		
TOTAL CALLS REQUESTED FOR MONTH & RESULTS			7	1	0

Mar-22			Mar-22		
3rd PARTY INVOICES BILLED			3rd PARTY PAYMENTS RECEIVED		
DATE	3rd Party Name	AMOUNT BILLED	DATE	3rd Party Name	AMOUNT PAID
3/12/2022	Blue Cross Blue Shield	\$2004.23			
3/14/2022	Self Pay	\$1,831.47			
3/20/2022	Ambetter	\$974.10			
3/25/2022	Medicare	\$1,023.45			
3/27/2022	Medicare	\$1,522.25			
3/28/2022	Well Care Texan Plus	\$1,051.95			
3/28/2022	Medicare				
TOTAL 3rd PARTY AMOUNT BILLED FOR THE MONTH			TOTAL 3rd PARTY PAYMENTS RECEIVED FOR THE MONTH		
\$6,403.22			\$0.00		

Mar-22
MONTHLY TRANSPORT AMBULANCE EMPLOYEE SCHEDULE & PAYROLL

DATE	EMPLOYEE NAME	HOURS WORKED	SALARY (\$PR HR)	PAYROLL AMOUNT
3/1/2022	Dustin Donaldson	24	14	\$336.00
3/2/2022	Jeff Gibson	12	14	\$168.00
3/2/2022	Iva Morrison	12	14	\$168.00
3/3/2022	Jeff Gibson	12	14	\$168.00
3/3/2022	Andrew Broussard	12	14	\$168.00
3/4/2022	Brad Eads	24	14	\$336.00
3/5/2022	Amanda Harpst	24	14	\$336.00
3/6/2022	Andrew Broussard	24	14	\$336.00
3/7/2022	Dustin Donaldson	24	14	\$336.00
3/8/2022	Jarrold Brannon	12	14	\$168.00
3/8/2022	Iva Morrison	12	14	\$168.00
3/9/2022	Kayla Blackwell	24	14	\$336.00
3/10/2022	Jarrold Brannon	12	14	\$168.00
3/10/2022	Ruthann Broussard	12	14	\$168.00
3/11/2022	Brad Eads	24	14	\$336.00
3/12/2022	Amanda Harpst	24	14	\$336.00
3/13/2022	Andrew Broussard	24	14	\$336.00
3/14/2022	Dustin Donaldson	24	14	\$336.00
3/15/2022	Shanice Roberts	24	14	\$336.00
3/16/2022	Travis Delacerda	24	14	\$336.00
3/17/2022	Andrew Broussard	24	14	\$336.00
3/18/2022	Ruthann Broussard	24	14	\$336.00
3/19/2022	Shanice Roberts	24	14	\$336.00
3/20/2022	Brad Eads	24	14	\$336.00
3/21/2022	Dustin Donaldson	24	14	\$336.00
3/22/2022	Jarrold Brannon	24	14	\$336.00
3/23/2022	Iva Morrison	24	14	\$336.00
3/24/2022	Travis Delacerda	24	14	\$336.00
3/25/2022	Ruthann Broussard	24	14	\$336.00
3/26/2022	Travis Delacerda	24	14	\$336.00
3/27/2022	Brad Eads	24	14	\$336.00
3/28/2022	Andrew Broussard	24	14	\$336.00
3/30/2022	Kayla Blackwell	24	14	\$336.00
3/31/2022	Andrew Broussard	24	14	\$336.00
TOTAL SALARY EXPENSE FOR THE MONTH:				\$10,080.00



Marcelous Williams Resource Center

Winnie-Stowell Hospital District Report

Year to Date Details for 2022	Jan-22	Feb-22	Mar-22	YTD DATE
YTD WSHD REFERRALS	0	2	2	4
<i>YTD Indigent Care (Medical, Dental & Vision)</i>	0	2	2	4
<i>YTD Prescription Assistance</i>	0	0	0	0
<i>YTD Youth Counseling</i>	0	0	0	0
<i>YTD Irlen Syndrome Services</i>	0	0	0	0
YTD OTHER REFERRALS	3	7	15	25
<i>YTD Gift of Life</i>	0	0	0	0
<i>YTD Work in Texas (Texas Workforce Commission)</i>	1	1	1	3
<i>YTD Chambers County Indigent or OmniPoint FQHC</i>	0	0	0	0
<i>YTD Chambers County Indigent Dental</i>	0	0	0	0
<i>YTD Transportation</i>	0	1	0	1
<i>YTD Medical Services (Other Than Indigent)</i>	2	3	3	8
<i>YTD G.E.T-C.A.P.</i>	0	1	2	3
<i>YTD Misc. MWRC Available Services</i>	0	1	9	10
YTD APPLICATIONS INITIATED/PROCESSED	19	22	30	71
<i>YTD WSHD Indigent Care</i>	0	2	1	3
<i>YTD Prescription Assistance</i>	0	0	0	0
<i>YTD Social Security</i>	8	9	3	20
<i>YTD Medicare Savings Program</i>	1	0	2	3
<i>YTD Medicaid</i>	0	0	1	1
<i>YTD Food Stamps</i>	8	8	14	30
<i>YTD Home Repair</i>	1	1	4	6
<i>YTD G.E.T-C.A.P.</i>	1	2	5	8
YTD CLIENTS SERVED	7	11	20	38
<i>YTD WSHD Clients</i>	5	9	17	31
<i>YTD Chambers County Residents</i>	0	1	3	4
<i>YTD Other County Residents</i>	2	1	2	5
YTD OFFICE SUPPLIES EXPENSES	\$0.00	\$0.00	\$490.62	\$490.62
YTD STAFFING EXPENSES	\$0.00	\$4,114.36	\$6,290.19	\$10,404.55
YTD GRANT AMOUNT SPENT OF TOTAL \$55,550.00	\$0.00	\$4,114.36	\$6,780.81	\$10,895.17
YTD GRANT BALANCE REMAINING OF	\$55,550.00	\$51,435.64	\$44,654.83	\$44,654.83
OUTREACH ACTIVITIES/EVENTS ATTENDED	1	1	13	15

WSHD Indigent Care Narrative Report

Prepared by

Talent Yield Coalition sponsor of Marcelous-Williams Resource Center

First Quarter 2022

- Executive summary highlighting wins or challenges within the program this quarter, including a summary of the number of lives touched.

This quarter the program assisted a cumulative total of 31 Winnie residents for the purpose of applying and/or qualifying to the Indigent Program. Each month we have seen a progressive increase of 52% of the number of Winnie clients served. In March, outreach activities have been 13 events that included food drive distributions, presentations to Head Start Programs, school counselors and key community leaders. We expect to see a continued increase in the number of Winnie clients served with an aggressive outreach program. We continue to seek other social service provider not present in the county to collaborate with our organization to deliver more comprehensive services to the community.

Promotion of the Winnie hospital bus for transportation is still an ongoing effort. We have met with key contacts to coordinate appointment dates for clients to have options meeting with our Navigator.

Several efforts have been made to contact the counselor for the Irlen Syndrome Services to discuss promoting referrals and referrals educating the community. No response has been received.

- Have there been any changes with your organization or program?

Patricia, the Indigent Care Director, has been extremely instrumental in designing and developing a comprehensive report used to support the activities of our organization and the impact to the community. We are continuing to streamline processes and seek efficiencies in our operation to increase the number of Winnie residents applying for the Indigent Program. Our monthly debrief meetings have been extremely productive.

- Have there been any major staff or leadership changes?

Our organization added a (CES) client experience specialist in November, 2021 to handle incoming phone calls, set appointments, promote the transportation services offered by WSHD. The CES has been undergoing training but is fully operational to-date. The CES along with our director of community engagement is coordinating the preparation and distribution of our outreach marketing packages to educate the community of services offered at the Winnie location. We are continuing to analyze staffing needs as volume warrants and also as we continue to look at efficiencies.

Leadership changes: This quarter, we have added two new board directors, Dr. Tom Kelchner, chairman of the East Harris County Navigation Center and Melidi Elmore, outreach director for Chick Fil-A Baytown locations

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Confidential information
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Exhibit “C”

Winnie-Stowell Hospital District			
Executive Summary of Nursing Home Monthly Site Visits			
March 2022			
Facility	Operator		Comments
Park Manor of Conroe	HMG		Current Census: 93. The state came to the facility in January for a complaint survey, the complaint was cleared with no deficiencies noted. There were eight reportable incidents since the last visit, the facility was not cited following state review. The facility has staffing issues and is having to use agency staffing in the meantime. The facility has closed its COVID wing following the outbreak in February, residents have returned to socially distanced activities.
Park Manor of the Woodlands	HMG		Current Census: 92. The facility had their annual survey in March 2021, they are currently in their survey window. There were no reportable incidents since the last visit. The facility is not having to use agency staffing although they are having to pay overtime to their current staff. The facility has an open visitation policy, and it is going well with the families of the residents. The facility is planning a St. Patrick's Day party as well as starting happy hours again in April.
Spindletop Hill	Regency		Current Census: 73. The facility had their annual survey in January 2022, they received one health and two life-safety tags. The facility is no longer under the IJ citation. There were three reportable incidents since the last visit, the state has not yet investigated. The facility has several RNs on medical leave, so they are using contract staffing until the RNs return. The facility has hired a new beautician which the residents very much appreciate. The residents have been reluctant to participate in meals in the dining area and they are preferring to eat their meals in their rooms.
The Woodlands Nursing and Rehabilitation Center	Regency		Current Census: 124. The facility last had their annual survey in October 2020, they are currently in their survey window. The state was in the facility for a complaint review, the facility was cited and their POC was accepted by the state. There were 33 reportable incidents since the last visit, all were cleared following state review. The facility recently hosted a job fair to attract new nurses with bonus incentives, the administrator said they had a good turnout. The facility still has visitation restrictions, but they are considering dropping all restrictions in the near future.

February 2022

Facility	Operator		Comments
Golden Villa	Caring		Current Census: 77. The facility had their annual survey in December 2021, the facility received four minor tags, their POC was accepted by the state. There were no reportable incidents since the last visit. The facility is having some staffing issues but have not had to use agency staffing because they borrow nurses from a sister facility. The facility has a staff development program to get their nurse aides certified. The facility has reopened their dining hall following requests from the residents.
Marshall Manor Nursing and Rehab Center	Caring		Current Census: 90. The facility had a special focus survey in December 2021, the facility received six tags, the POC was accepted by the state following review. There were no reportable incidents since the last visit. The facility is continuing to take advantage of the waiver process to hire CNA's. The facility hosted a Superbowl party for the residents as well as a Valentines party. The facility is continuing its regularly scheduled activities including the chapel service which is well attended.
Marshall Manor West	Caring		Current Census: 49. The facility had their annual survey in June 2021, they will be in their survey window in April. There were no reportable incidents since the last visit. The facility has been able to decrease the shift length to eight hours, this has made a big difference to the staff. The facility is continuing the updating of the facility by replacing floors, blinds, paint, and furniture. The facility holds a monthly potluck lunch for the staff where they get to vote on an employee of the month.
Park Manor of Quail Valley	HMG		Current Census: 77. The state came to the facility to review a complaint; the complaint was unsubstantiated following state review. There were five reportable incidents since the last visit, the facility was not cited following state review. The facility is struggling with staffing, but they have been able to reduce their usage of agency staffing. Due to the COVID outbreak at the facility during the holiday season the facility was finally able to have a Christmas party at the end of February.
Park Manor of Tomball	HMG		Current Census: 104. The facility had their annual survey in August 2021, their POC was accepted by the state. There were six reportable incidents since the last visit, the state has reviewed four of those and has not cited the facility; the facility is waiting for the other two incidents to be reviewed.

			The facility is struggling with staffing and is having to use managers and agency to fill the open slots. Due to the current outbreak status the facility cannot have a St. Patrick's Day party, but they are still planning something for the residents.
Rose Haven Retreat	Caring		Current Census: 37. The facility had their annual survey at the end of January 2022, they received one tag and are preparing a plan of correction to send to the state. There are several outstanding reportable incidents since the last visit, the facility is awaiting state review. The facility has some staffing needs but is able to have their nurses work eight-hour shifts. The facility treated the staff to a celebration following the great survey results.

Administrator: Crystal Quintero
DON: Ramona Cain, RN

FACILITY INFORMATION

Park Manor Conroe is a licensed 123- bed facility with an overall star rating of 3 and Quality of Care of 5. Census given that day was 93: PP (1); MC (8); MCD; (49 + 3 pending) Hospice (2) and HMO (30).

Due to the current COVID-19 restrictions in place, the QIPP site visit was conducted via telephone. The DON was on the call. DON reports they are still following CMS/CDC/state infection control guidelines for COVID-19.

The DON stated they continue to implement their emergency plan and are following all the state/federal/local mandates. At the time of the call, Montgomery County's positivity rate was 4.3%. Testing is twice per week for unvaccinated staff and the last COVID_19 positive employee and resident was 02/15/2022. The facility is COVID_19 free for the last 2 weeks.

Park Manor of Conroe closed their COVID_19 Unit. In the Warm Unit, they have four residents. All vaccinated staff are wearing surgical masks in the general population and unvaccinated (exempt status) are wearing N-95 masks. PPE inventory is still good with regular ordering.

Those employees who have been fully vaccinated add up to 100% except for 6 staff with approved exemptions. The Administrator reports the facility orders vaccines every Thursday and is planning booster clinics next week.

The DON reported visitation is fully opened with 2 people per resident at a time and they are coming out to the dining room and participating in activities, especially Bingo, cooking and painting all with social distancing.

The Administrator reports the facility had a Valentine's Day and Mardi Gras celebrations with residents and staff. The residents will have a dance party today.

SURVEY Information

The facility's last survey was in January for a P1 that was cleared, no deficiencies.

REPORTABLE INCIDENTS

During **Dec/Jan/Feb** the facility had:

- December - 2 reportables no citations noted.
- January - 3 reportables no citations noted; 1 Priority one no citation noted
- February - 3 reportables no citations noted.

CLINICAL TRENDING

Incidents/Falls:

Dec/Jan/Feb, Park Manor of Conroe had 79 total falls without injury, 6 falls with injury, 4 skin tears, 1 elopement, 1 fracture, 4 bruises, 2 lacerations, 4 behaviors and 2 Other (no details).

Infection Control:

Dec/Jan/Feb Park Manor of Conroe reported 52 infections during, of which 22 were UTI's, 9 were URIs; 1 GI tract infection, 9 EENT infections, 6 Wound infections and 4 Blood infections and 1 Genital infection.

Weight loss:

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

Pressure Ulcers:

Park Manor of Conroe reported 12 residents with pressure ulcers with 12 sites, 6 were facility-acquired during **Dec/Jan/Feb**.

Restraints:

Park Manor of Conroe does not use restraints and has four residents who use side rails.

Staffing:

Currently the facility is in need of: (1) RN 6a-2p; (1) LVN for 6a-2p; (3) LVNs for 2p-10p; (1) LVN 10p-6a; (3) CNA's for 6a-2p; (3) CNA's 2p-10p; and (3) CNA's for 10p-6a.

CASPER REPORT

Quarter Quality Indicators (Casper)				
Indicator	Facility	State	National	Comments/PIPs
New Psychoactive Med Use (S)	0.0%	2.2%	1.9%	
Fall w/Major Injury (L)	0.0%	3.4%	3.5%	
UTI (L)	0.0%	1.6%	2.6%	
High risk with pressure ulcers (L)	2.5%	8.9%	9.0%	
Loss of Bowel/Bladder Control(L)	78.1%	52.4%	47.0%	Bowel and Bladder program in place
Catheter(L)	1.8%	1.9%	1.9%	
Physical restraint(L)	0.0%	0.0%	0.2%	
Increased ADL Assistance(L)	11.1%	17.2%	14.7%	
Excessive Weight Loss(L)	1.8%	5.1%	6.5%	
Depressive symptoms(L)	1.7%	4.8%	7.5%	
Antipsychotic medication (L)	0.0%	11.7%	14.6%	

QIPP Component 1

Indicator	QAPI Mtg Dates	PIP's Implemented (Name specific PIP's)
QAPI Meeting	December 10,2021 January 14, 2022 February 14, 2022	ADL's Falls POC Documentation ADL's Falls POC Documentation ADL's , Pressure ulcers, Behaviors,POC Documentation

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	8.26	4.88	8.26%	y	
Percent of residents who received an anti-psychotic medication	14.32%	1.06%	14.32%	y	
Percent of residents whose ability to move independently has worsened	25.37%	11.56%	25.37%	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	2.52%	1.9%	1.8%	y	

Percent of residents whose pneumococcal vaccine is up to date.	0%	0%	0%	N	
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: AV Meghani
DON: Julie Slyotsky

FACILITY INFORMATION

Park Manor Woodlands is a licensed 124- bed facility with an overall star rating of 3 and a rating of 4 stars in Quality Measures. Current census given 92: 7 PP; 28 MC; 34 MCD; 18 HMO; 5 Hospice.

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 continue with their emergency plan and are following all the state/federal/local mandates. Administrator reports Montgomery County positivity rate was 4.87% with Transition Rate of Pink. At this time, testing of unvaccinated employees (7 with exemptions) is two times a week.

The Administrator reports the last time an employee tested positive for COVID_19 was on February 17, 2022, and for a resident it was on February 21, 2022.

All vaccinated employees are wearing surgical masks in the general population and the unvaccinated wear N-95 masks. Administrator reports they continue to follow CMS/CDC/state infection control guidelines for COVID-19. PPE inventory remains good with no issues.

The Administrator reported they are still able to allocate vaccinations in-house. At this time, Park Manor Woodlands no longer has a Hot Zone. Warm Zone has four residents (if they come from the hospital) monitored. Full PPE is being worn in the Warm Zones and employees wear goggles and N95 masks in the warm zone.

At this time, the general population is going to the dining room. The Administrator reports the facility now has open visitation and it is going very well. All visitors in the general population are wearing at least a surgical mask. The residents are now participating in the dining room for social distancing with good participation. The Administrator reports the facility had a Mardi Gras party and a birthday party for all March birthdays today with good participation. The Activity Director is planning a St. Patrick's Day party and hope to re-start the Happy Hour in April.

No contract agency is needed at this time. The Administrator reports the facility has an employee appreciation day each month, also celebrated birthdays for March. The facility has an employee activity calendar as well and appreciate their hard work and pass out tokens they can cash in for medical equipment or a day off, etc.

SURVEY INFORMATION

Full book survey was March 2nd-5th, 2021 and no other recent state visits.

REPORTABLE INCIDENTS

Park Manor Woodlands had no self-reports or complaints in **Dec/Jan/Feb**.

CLINICAL TRENDING

Incidents/Falls:

During **Dec/Jan/Feb**, Park Manor Woodlands had 6 total falls without injury and 1 fall with injury; 10 skin tears; 1 fracture; 0 elopements; 7 bruises; 0 lacerations and 0 behaviors.

Infection Control:

Park Manor Woodlands reported 74 infections during **Dec/Jan/Feb**, of which 21 were UTI's; 16 Respiratory; 1 GI; 12 wound infections; 2 blood and 22 Other.

Weight loss:

Dec/Jan/Feb, Park Manor Woodlands had 0 residents with 5-10% weight loss in 1 month and 0 with >10% weight loss in 6 months.

Pressure Ulcers:

Dec/Jan/Feb, Park Manor Woodlands reported 13 residents with pressure ulcers with 19 sites, of them 3 facility-acquired.

Restraints:

Park Manor Woodlands does not use restraints.

Staffing:

Currently, Park Manor Woodlands needs: (1) CNA 6a-2p; (3) RNs 2p-10p; (3) LVNs 2p-10p; (1) CNA 2p-10p (2) RNs 10p-6a and (2) LVNs 10p-6a.

CASPER REPORT

Quarter Quality Indicators (Casper)				
Indicator	Facility	State	National	Comments/PIPs
New Psychoactive Med Use (S)	0%	2.0%	1.9%	
Fall w/Major Injury (L)	0%	3.4%	3.5%	
UTI (L)	0%	1.5%	2.6%	
High risk with pressure ulcers (L)	0%	8.7%	9.0%	
Loss of Bowel/Bladder Control(L)	86.7%	52.0%	47.1%	

Catheter(L)	9.8%	1.9%	2.0%	
Physical restraint(L)	0%	0%	0.2%	
Increased ADL Assistance(L)	15.7%	17.5%	15.3%	
Excessive Weight Loss(L)	0%	5.1%	6.3%	
Depressive symptoms(L)	1.9%	4.7%	7.6%	
Antipsychotic medication (L)	8.9%	11.8%	14.6%	

QIPP Component 1

Indicator	QAPI Mtg Dates	PIP's Implemented (Name specific PIP's)
QAPI Meeting	12/13/2021 1/15/2022 02/15/2022	Fall Prevention Fall Prevention 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	8.3%		5.0%	Y	

Percent of residents who received an anti-psychotic medication	14.5%		8.9%	Y	
Percent of residents whose ability to move independently has worsened	23.7%		15.7%	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	2.5%	1.6%	0%	Y	
Percent of residents whose pneumococcal vaccine is up to date.	0%	0%	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 review Antibiotic Stewardship program review is place with all components.

Administrator: Teresa Parker
DON: Chelsea Music, RN

FACILITY INFORMATION

Spindletop Hill is a licensed 148- bed facility with an overall star rating of 1 and a rating of 1 star in Quality Measures. Census on the given day of call was 73. Private Pay 0; Medicare 1; HMO 10; Medicaid 53; Hospice 8; Medicaid Pending 1; and Memory Care 17.

Due to the current COVID-19 restrictions in place, the QIPP site visit was conducted via telephone. The Administrator was on the call. At the time of the call, Jefferson County reports a Transition Rate is still High (Red) with a positivity rate of 5.7%. Testing is twice per week for unvaccinated employees. The Administrator reported they continue implementing their emergency plan and are following all the state/federal/local mandates.

The Administrator reports the last time an employee tested positive for COVID_19 was January 31, 2022, and the last resident tested positive on January 24, 2022. Staff are wearing N-95 masks if not vaccinated and all other staff are wearing surgical masks in the general population.

New unvaccinated admissions are placed in quarantine. The Warm Zone has two residents in their unit. Full PPE is worn in the Warm Zone and Spindletop's PPE inventory remains good.

The Administrator reports the National Guard held a vaccine clinic at the facility on February 3, 2022. The Administrator stated 82% of the residents and 94.74% (with 7 approved exemptions) of staff have been vaccinated.

Visits in the building remain high with no issues. Spindletop Hill has two receptionists to screen all of these visitors and staff. Visitors are wearing N-95 masks if they say they have not been vaccinated or refuse to answer. Residents remain hesitant to come out to the dining room to eat (have come to like the quiet) and to participate in activities unless it is bingo and parties.

Spindletop Hill now has a beautician. The Administrator reports the facility had a king and queen Valentine's Day party, Mardi Gras and Super Bowl parties as well as Black History month celebration and have a St. Patrick's Day party planned. Spindletop Hill is still using a few contract staff until RN comes back from medical leave (several new nurses).

SURVEY INFORMATION

The facility had their annual survey 1/10 – 1/12/2022 resulting in one Health and 2 LSC citations and an OIG survey from 1/24 – 1/26/2022. The facility is no longer under IJ citation.

REPORTABLE INCIDENTS

Dec/Jan/Feb –

Complaints/Self Reports: 12/27/21 – Unwitnessed fall with injury; 12/20 Injury of an unknown source; 1/21 – allegation of neglect

State visits/desk reviews: State visit 1/04 – 1/06/2022 – 23 Intakes

CLINICAL TRENDING

Incidents/Falls:

During **Dec/Jan/Feb**, Spindletop Hill had 28 total falls without injury and 18 falls with injury, 1 Fracture, 3 Skin Tears, 1 Bruise, 0 Lacerations, 3 Behaviors and 2 Other (no details).

Infection Control:

Spindletop Hill reported 29 infections during **Dec/Jan/Feb** of which 12 were UTI’s, 10 URIs, 3 wound infections, 1 Blood infection, and 3 Other (no details).

Weight loss:

Dec/Jan/Feb, Spindletop Hill had 1 resident with 5-10% weight loss in 1 month and 1 with >10% weight loss in 6 months.

Pressure Ulcers:

Dec/Jan/Feb, Spindletop Hill reported 5 residents with pressure ulcers with 5 sites, 2 of them facility acquired.

Restraints:

Spindletop Hill does not use side rails or restraints.

Staffing:

The facility is in need of (1) WE RN; (1) RN/ADON; (1) LVN 2p-10p; and 3 CNAs on 2p-10p.

CASPER REPORT

Quarter Quality Indicators (Casper)				
Indicator	Facility	State	National	Comments/PIPs
New Psychoactive Med Use (S)	2.5%	2.2%	1.9%	
Fall w/Major Injury (L)	3.1%	3.4%	3.5%	
UTI (L)	0%	1.6%	2.6%	
High risk with pressure ulcers (L)	6.5%	8.9%	9.0%	
Loss of Bowel/Bladder Control(L)	60.9%	52.4%	47.1%	
Catheter(L)	1.8%	1.9%	2.0%	
Physical restraint(L)	0%	0%	.2%	
Increased ADL Assistance(L)	2.0%	17.4%	15.5%	

Excessive Weight Loss(L)	0%	5.1%	6.5%	
Depressive symptoms(L)	2.0%	4.9%	7.8%	
Antipsychotic medication (L)	8.6%	11.7%	14.6%	

QIPP MEASURES

Component 1

Indicator	QAPI Mtg Dates	PIP's Implemented (Name specific PIP's)
QAPI Meeting	December 1/19/2022	Pressure Ulcers, Anti-psychotics, Restorative Nursing, Falls, Infection Control, Workforce Development and Engagement, Pain
	January 2/8/2022	Pressure Ulcers, Anti-psychotics, Restorative Nursing, Falls, Infection Control, Workforce Development and Engagement, Pain
	February 3/8/2022	Pressure Ulcers, Anti-psychotics, Restorative Nursing, Falls, Infection Control, Workforce Development and Engagement, Pain

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	8.4%	15.86%	6.5%	Y	

Percent of residents who received an anti-psychotic medication	14.4%	15.81%	8.6%	Y	
Percent of residents whose ability to move independently has worsened	23.6%	27.38%	17.7%	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	2.5%	.13%	0%	Y	
Percent of residents whose pneumococcal vaccine is up to date.	93.85%	99.98%	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.					

Administrator: Gloria Carrasco
DON: Annie Cadiao, RN

FACILITY INFORMATION

The Woodlands Nursing and Rehabilitation Center is a licensed 214 - bed facility with an overall star rating of 3 and a rating of 3 stars in Quality Measures. Census given was 124: 9 PP; 7 MC; 71 (13 pending) MDC; 12 HMO; 4 Hospice; 8 VA; and 14 Memory Care.

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 continues to implement their emergency plan and are following all the state/federal/local mandates.

The transmission rate for Montgomery County is now in the yellow with a positivity rate of 4.6%. Testing is twice per week for unvaccinated staff and residents. The Woodlands is still following CMS/CDC/state infection control guidelines for COVID-19.

The last time a resident tested COVID_19 positive was on 2/16/2022 and the last staff to test positive was on 2/14/2022. The Woodlands has no residents in the Hot Zone. The facility has 14 residents (new/re-admissions) who are in the Warm Zone.

Vaccines are still coming from the state if they have 25 but they are working on other options if they have less. Most residents are vaccinated (91%). All employees have been vaccinated except the 11 that have approved exemptions.

All staff are wearing surgical masks in the general population. PPE inventory is still good, still getting supplies from the state and in house.

Residents who are in the Warm Zone stay in their room to eat and have one on one activities. Some of residents in the general population like to eat in their room as they like watching TV in their own room. Participation for activities in the general population is high. The facility had a Valentine's Day and Mardi Gras celebration with residents and staff participating.

The facility continues documenting the screening of all employees and visitors that come into the building. Volunteers are coming into the facility but limited to 2hrs at a time to allow for all that want to come in. The facility is also open to visitation with no limitations.

Contract agency is being used for nurses and CNAs but they are actively recruiting with bonus incentives. The Administrator reports the facility had a job fair this past Wednesday with good results.

SURVEY INFORMATION

Facility had their annual survey in October of 2020. The state was in the facility this week to review self-reports and a recent complaint from an ombudsman and received one deficiency and will be submitting their POC and an IVR.

REPORTABLE INCIDENTS

- Complaints/Self Reports: 0/33
- State visits/desk reviews: The state was in the facility this week and on 3 other visits and cleared all with no deficiencies.

CLINICAL TRENDING

Incidents/Falls:

During **Dec/Jan/Feb**, The Woodlands had 33 total falls without injury and 2 falls with injury and 4 skin tears.

Infection Control:

The Woodlands reported 16 infections during **Dec/Jan/Feb**, of which 3 were UTI's; 3 URIs; 7 wound infections and 3 Other (no details).

Weight loss:

Dec/Jan/Feb, The Woodlands had 16 residents with 5-10% weight loss in 1 month and 0 with >10% weight loss in 6 months.

Pressure Ulcers:

Dec/Jan/Feb, The Woodlands reported 15 residents with pressure ulcers with 23 sites, and of them 8 were facility acquired.

Restraints:

The Woodlands do not use side rails or restraints.

Staffing:

Currently the facility is in need of: (2) LVN's for 6a-2p; (6) CNA's for 6a-2p; (2) LVNs 2p-10p; (8) CNA's 2p-10p; (2) LVNs 10p-6a; (6) CNA's for 10p-6a; (3) Housekeepers 6a-2p (3) dietary aide 6a-2p; and (1) dietary aide 2p-10p and (1) Housekeeper 2p-10p and (1) open Activity position.

CASPER REPORT

Quarter Quality Indicators (Casper)				
Indicator	Facility	State	National	Comments/PIPs
New Psychoactive Med Use (S)	0.0%	2.2%	1.9%	

Fall w/Major Injury (L)	5.6%	3.4%	3.5%	
UTI (L)	0.0%	1.6%	2.6%	
High risk with pressure ulcers (L)	14.7%	8.9%	9.0%	3 resident that triggered for PU on Hospice care and expired.
Loss of Bowel/Bladder Control(L)	44.4%	52.4%	47.1%	
Catheter(L)	1.1%	1.9%	2.0%	
Physical restraint(L)	0%	0%	0.2%	
Increased ADL Assistance(L)	19.1%	17.4%	15.5%	
Excessive Weight Loss(L)	5.7%	5.1%	6.5%	
Depressive symptoms(L)	1.0%	1.0%	7.8%	
Antipsychotic medication (L)	5.8%	11.7%	14.6%	

QIPP Component 1

Indicator	QAPI Mtg Dates	PIP's Implemented (Name specific PIP's)
QAPI Meeting	2/17/22	Pressure Ulcer, Falls, Work Force

Component 2

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

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%	2%	4%	N	# residents are under Hospice care and expired
Percent of residents who received an anti-psychotic medication	14.6%	16%	4%	Y	
Percent of residents whose ability to move independently has worsened	20.7%		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	2.6%	5%	0%	Y	
Percent of residents whose pneumococcal vaccine is up to date.		100%			Info 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	

Exhibit ‘D’

**WINNIE STOWELL HOSPITAL DISTRICT
AMENDED PURCHASING POLICIES AND PROCEDURES**

Adopted: April 20, 2022

SECTION I – GENERAL

I. POLICY

It is the policy of the Winnie Stowell Hospital District (“District”) to assure good control and coordination of District wide of procurement, reporting capabilities for management, equitable treatment of vendors and service providers, and adherence to federal, state and local law applicable to procurement. Those involved in the purchasing process shall become familiar with, and adhere to, the guidelines set forth in this manual.

The policies set forth below are not intended to supersede any of the applicable Procurement laws of the State of Texas. If there is a conflict between this policy and the laws of the State of Texas, the District shall be obligated to follow the applicable laws of the State of Texas.

II. PURPOSE

The purpose of this policy is to define the functions, responsibilities of the procurement policies.

III. OBJECTIVES

General: The policies and procedures are to assist personnel by defining general and specific management decisions as included in, but not limited to the following:

1. To define procurement authority, activities, and procedures.
2. To develop improved policies and procedures through ongoing review and update.
3. To assist in supervision.
4. To standardize and communicate approved practices.
5. To promote understanding, cooperation and a sense of equitable treatment among suppliers.
6. To assist in training and personnel development.
7. To maintain efficient management practices.
8. Purchases throughout the District should be monitored by the Administrator or Designee on daily, weekly, and monthly bases. All purchases should be made within the best interest of residents and decisions should be placed on practical and sufficient needs

SECTION 2 - DEFINITIONS

I. DEFINITIONS

- A. Accounts Payable Copy – The copy of the purchase order which is sent to accounts payable for processing.
- B. Blanket Purchase Order – Refers to an unspecified request for supplies usually for contracted services and supplies.
- C. Budget Authorization – The budget is the document through which allocations for various expenditures are authorized by the Board Members. The Administrator and Assistant Administrator shall insure that funds are allocated in the budget before any procurement.
- D. Board Member Authorization – Any purchase in excess of \$5,000 must have Board Member approval before the goods or services are ordered except in case of emergency. In case of an emergency, the Board Member will be advised of the purchase as quickly as possible.
- E. Contractual Agreement – Refers to any contract for purchase of goods or services and may include several classes of items.
- F. Departmental Copy – The copy of the purchase order which gives the applicable department a copy of purchases may also be used for vendor copy.
- G. Insurance Requirements – Before any individual or company can enter into a contract for performance of a specified service for the District, proof of commercial general liability insurance and workers' compensation insurance, in the amount specified, must be provided prior to the commencement of the work. There shall be no exception to this requirement except in emergency situations.
- H. Purchasing – The process through which materials, supplies, and services are obtained for operations and organizations.
- I. Purchase Order – The document used to initiate and control purchases.
- J. Received Copy – The copy of the purchase order that allows the department and accounts payable to ascertain whether the supplies, materials and/or services have been delivered or rendered will be stamped with a "Received" stamp and dated.
- K. Request for Proposal (RFP) – As authorized by State Purchasing Law, Ch. 252 of the Local Government Code. Requests for Proposal shall be evaluated based on relevant criteria on a case by case basis. This section shall not apply to procurement exempted from competitive bidding, i.e. personal and professional services. Buy Board or HGAC buying procedures may be used for bidding purposes.
- L. Purchase Order Number – The computer-generated number issued upon the encumbrance of budgeted funds.

- M. Sole Source Procurement – An award for a commodity or service to the only known capable supplier, occasioned by the unique nature of the requirement, the supplier, or market conditions.

SECTION 3 – RESPONSIBILITIES

I. RESPONSIBILITIES

- A. The Administrator and/or her authorized designee has the responsibility for the procurement of all goods and services and to either provide the services for such procurement and processing or give functional directions to others delegated the authority to perform such services.
- B. The Administrator has the responsibility for obligating the Board Members and for making determination of source of supply, quantities purchased, and delivery schedule and price negotiations, except where others are so authorized.
- C. The Administrator and/or her authorized designee shall insure that the billing/invoice address provided to any and all vendors shall be: Winnie Stowell Hospital District – Attention: Accounts Payable, P.O. Box 1997, Winnie, Texas 77665.
- D. The Administrator and/or her authorized designee must originate all purchases of goods and services with an issued Purchase Order Number or other approved document.
- E. The Administrator and/or her authorized designee is responsible to assure that all commitments to a vendor or service provider are stated in writing by purchase order, contract or letter with appropriate terms.

SECTION 4 – PURCHASES \$2500.00 OR LESS

II. GUIDELINES

The Administrator has the authority to authorize the purchase of budgeted items without the approval of the Board Members.

III. PROCEDURES

- A. The Administrator and/or their authorized designee shall complete a Purchase Order form prior to acquisition of the item(s) being purchased.
- B. All necessary information is required to be noted on the Purchase Order. This shall include information regarding the competitive quotations with vendors and pricing noted.
- C. The District accountant verifies that sufficient funds are available for the purchase and account coding is proper.
- D. The Purchase Order is sent to the vendor if requested.

- E. The Administrator and/or her authorized designee shall place the order for the item(s).
- F. The vendor will deliver the item(s) to the specified location. The fire department representative receiving the item(s) shall sign the receiving slip.
- G. The Administrator and/or her authorized designee shall ensure that the receiving slip and invoice are all properly executed before payment is made.

SECTION 5 – PURCHASES \$2500.00 to \$5000.00

I. **GUIDELINES**

The Board President and one (1) Board Member shall typically authorize the purchase of items in excess of \$2500.00 dollars to \$5000.00, unless it directly effects emergency operations within the district. The Administrator can authorize and advised the Board Members as soon possible of the occurrence and furnish reasoning of emergency purchase.

II. **PROCEDURES**

- A. The Administrator and/or their authorized designee shall complete a Purchase Order form prior to acquisition of the item(s) being purchased.
- B. The Administrator and/or their authorized designee shall obtain, whenever possible, three (3) competitive quotations. The Administrator shall retain and have available documentation verifying each quotation. The District Board Members have the authority to waive this requirement.
- C. All necessary information is required to be noted on the Purchase Order. This shall include information regarding the competitive quotations with vendors and pricing noted.
- D. The District Accountant verifies that sufficient funds are available for the purchase and account coding is proper.
- E. Once approved by the Administrator, the request shall be placed on a Board Members agenda for consideration and approval.
- F. The Purchase Order is sent to the vendor if requested.
- G. The Purchase Order is sent to the Accountant.
- H. The Administrator and/or her authorized designee shall place the order for the item(s).
- I. The vendor will deliver the item(s) to the specified location. The fire department representative receiving the item(s) shall sign the receiving slip.

- J. The Administrator and/or her authorized designee shall ensure that the receiving slip and invoice are all properly executed before payment is made.

SECTION 6 – PURCHASES \$5000.00 or over

I. GUIDELINES

The Board Members shall authorize the purchase of items in excess of \$5000.00 dollars, except for emergency purchases, that if not otherwise done, will affect emergency services within the district.

II. PROCEDURES

- A. The Administrator and/or their authorized designee shall place the item on the agenda and justify the purchase either in writing or verbal communication. Board Members will vote on major purchases. Votes will be tabulated and awarded by majority vote.
- B. The Administrator and/or their authorized designee shall obtain, whenever possible, three (3) competitive quotations. The Administrator shall retain and have available documentation verifying each quotation. The Board Members maintain the authority to waive this requirement.
- C. All necessary information is required to be noted on the Purchase Order. This shall include information regarding the competitive quotations with vendors and pricing noted.
- D. The Accounting Department verifies that sufficient funds are available for the purchase and account coding is proper.
- E. The Purchase Order is submitted to the Board President for approval.
- F. The Board President shall grant permission to the Administrator in writing or verbal communication to order the item(s).
- G. The purchase order is sent to vendor.
- H. The purchase order is sent the Accountant.
- I. The Administrator and/or her authorized designee shall place the order for the item(s).
- J. The vendor will deliver the item(s) to the specified location. The fire department representative receiving the item(s) shall sign the receiving slip.
- K. The Administrator and/or her authorized designee shall ensure that the receiving slip and invoice are all properly executed before payment is made.

SECTION 7 – PURCHASES \$50,000.00 OR MORE

I. GUIDELINES

State law requires that purchase of \$50,000 or more utilize a process of competitive sealed bids or proposals. The District may, however, elect to make purchases in excess of \$50,000 through legally established purchasing cooperatives (such as HGAC or Buy Board) that seek and award competitive bids and/or proposals on behalf of participants in the cooperative.

II. EXCEPTIONS

The following items are exempted from State bidding requirements:

1. Items purchased in case of public calamity that requires the immediate appropriation of money to relieve the needs of citizens or to preserve property within the District;
2. Items to preserve or protect the public health or safety of the residents within the District;
3. Items necessary because of unforeseen damage to public machinery, equipment, or other property;
4. Personal, professional, or planning services;
5. Work that is performed and paid for on a daily basis (day labor) as the work progresses;
6. Land or right-of-way; and
7. Items available from only one source, including: patented, copyrighted, natural monopoly, or secret processes items; films, manuscripts, or books; gas, water, or other utilities; captive replacement parts or components for equipment; books, papers, and other library materials subject to exclusive distribution rights; and management services provided by non-profit organizations to a municipal museum, park, zoo, or other facility to which the organization has financially or otherwise supported.

III. PROCEDURES

- A. The Board Members shall authorize the initiation of the bid process or purchase of the item through a purchasing cooperative. In certain situations, the Administrator may request that the Board Members authorize the bid process.
- B. The Administrator or Designee shall prepare the necessary bid specifications or documents.
- C. The bid notice dates and opening date shall be coordinated with the Board Member's Legal Counsel to ensure compliance with State statute.
- D. The Administrator and/or authorized designee shall be responsible for the distribution of bid packets to interested vendors.
- E. Bids shall be opened in accordance with State statute and a bid tabulation prepared.

- F. The Administrator and/or her authorized designee shall complete a Purchase Order form prior to acquisition of the item(s) being purchased.
- G. All necessary information is required to be noted on the Purchase Order. This shall include information regarding the competitive quotations with vendors and pricing noted.
- H. The Accounting Department verifies that sufficient funds are available for the purchase and account coding is proper.
- I. The Purchase Order is submitted to the Board Members for approval.
- J. The Board Members shall grant permission to the Administrator in writing or verbal communication to order the item(s).
- K. The purchase order is sent to vendor.
- L. The purchase order is sent the Accountant.
- M. The Administrator and/or her authorized designee shall place the order for the item(s).
- N. The vendor will deliver the item(s) to the specified location. The fire department representative receiving the item(s) shall sign the receiving slip.
- O. The Administrator and/or her authorized designee shall ensure that the receiving slip and invoice are all properly executed before payment is made.

IV. IDENTICAL BIDS

If the District receives bids from two (2) or more responsible bidders, staff will consider previous products and/or work supplied to the District and if the bidders reside in the District. If all factors are equal, lots shall be drawn to award the bid.

V. CONSTRUCTION CONTRACTS

As a Hospital District formed pursuant to Chapter 286 of the Texas Health and Safety Code, Section 286.078 of the Code instructs that the Board may enter into construction contracts for the District but any construction contracts over \$10,000.00 must be made pursuant to Subchapter B, Chapter 271, Local Government Code. In addition:

- A. In addition, Chapter 2269 of the Government Code may be used by the Hospital District pursuant to Section 2269.002 for construction contracts. The purpose of Chapter 2269 is to provide authorizations and requisite procedures for the use of alternative construction delivery systems.
- B. Through this policy, the Board hereby authorizes the District to utilize any of the following Construction Contract delivery models (“Construction Contracts”) so long

as the form, terms, terms, advertising and award of any contract for the construction of improvements or the purchase of materials, machinery, or equipment to comprise the works, plants, or facilities of the District to be made and entered into by the District shall conform to the requirements of Chapter 271 of the Texas Local Government Code or, in certain instances described hereinafter, Chapter 2269 Texas Government Code:

- Competitive bidding (which is different than the “standard” competitive bidding processes /Chapter 271, Subchapter B). *See* Tex. Gov’t Code §2269.101.
 - Competitive sealed proposals. *See Id.* §2269.151 et seq.
 - Construction manager agent. *See Id.* §2269.201 et seq.
 - Construction manager at risk. *See Id.* §2269.251 et seq.
 - Design-build. *See Id.* §2269.301. et seq.
 - Job order contract. (May be used only for buildings, and not be used for civil engineering projects.) *See Id.* §2269.401 et seq.
- C. Authority to enter into a Construction Contract Construction contracts are governed by the amounts set forth in Section 4, 5, 6, and 7 of this Agreement and in accordance with Chapter 271 of the Local Government Code and Chapter 2269 of the Texas Government Code.
- D. Through the adoption of this policy, the Second Amendment to the Purchasing Procedures shall serve as notice of such delegation for purposes of Section 2269.053(b) the Texas Government Code. The approval by the Board of Directors of a construction contract under Subchapter D, E or F of Chapter 2269 shall also constitute an election that Chapter 2269 supersede Chapter 271 with respect to such contract for purposes of Section 2269.003(d) of Texas Government Code. However, prior to any advertising for the contract, the Board shall declare the procurement method that provides the best value for the District.
- E. The Board of Directors hereby delegates to the Board President, or a Committee appointed by the President, as the “Authorized Representative” of the Board to act in the best interest of the District during the engagement of a Construction Contract.
- F. The Board recognizes that during that once a Construction Contract is awarded, either through Chapter 271 or Chapter 2269, there may be the need for Change Orders such as modifications in the plans and/or increases or decreases in the quantity of work to be performed or materials, equipment, or supplies to be furnished. Any Change Orders must be made in accordance with Section 271.060 or as provided for in the respective section of Chapter 2269 if an alternative method of delivering a Construction Contract is approved by the Board. In the event that a Change Order is requested or required, the Board authorizes the Authorized Representative to make a Change Order to the fullest extent of the applicable law (i.e., \$50,000.00 per occurrence and twenty five percent (25%) of total contract, if the contract is over \$1,000,000.00, or Change Order makes the contract over \$1,000,000.00, as set forth in Section 271.060 of the Texas Local Government Code).

SECTION 8 – CONTRACTS FOR PROFESSIONAL SERVICES

I. GUIDELINES

The hiring of professional services shall be conducted in compliance with State statutes, in particular, Chapter 2254 of the Texas Government Code.

II. PROCEDURES

- A. Professional services cannot be awarded on the basis of bids. Professional services are awarded on the basis of demonstrated competence and qualifications. Professional fees should be consistent with recommended fees of the professions and cannot exceed any maximums established by State law.
- B. The District Board Members shall be responsible for negotiating necessary contracts.
- C. The Board Members shall authorize contracts with costs in excess of \$5,000.00.
- D. When awarding contracts for professional services the following procedures should be followed:
 - 1. The Administrator or Designee recommends the most qualified firm on the basis on competence and qualifications;
 - 2. The Board Members then attempts to negotiate a fair and reasonable contract with this firm;
 - 3. If the Board Members cannot negotiate a contract the negotiations are ended with this firm;
 - 4. The next qualified firm is then selected;
 - 5. Negotiations begin with the next firm;
 - 6. This procedure is repeated until a fair and reasonable contract is made.

SECTION 9 – STATE EXCEPTIONS

State statute may allow for certain exceptions or alternate means of purchasing items or acquiring services other than specified within this Policy. In such circumstances, State statutory requirements shall be followed.

SECTION 10 – EMERGENCY PURCHASES

I. GUIDELINES

Emergency purchases are categorized as those which are necessary to preserve and protect the public health or safety of the residents of District and those items necessary due to unforeseen damage to public property.

II. PROCEDURES

- A. Competitive bidding or proposal requirements do not apply in this situation.
- B. The Administrator or designee shall attempt to contact the Board President and one (1) Board Member for authorization of the purchase; however, if the Board President or Board Member is unavailable, the Administrator has the authority to purchase necessary items or services.
- C. The Administrator shall make the necessary purchases and note on all Purchase Orders and other documentation that they are emergency purchases.
- D. Depending upon the circumstance, Board Member's approval may be required prior to authorization of an emergency purchase.

Exhibit “E”



GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

THIS AGREEMENT (hereinafter “Agreement”) is made and entered into as of May 1, 2022 by and between Winnie-Stowell Hospital District (“District”), a political subdivision of the Thompson Outpatient Clinic, a registered Limited Liability Company in the State of Texas (“Recipient”).

RECITALS:

WHEREAS, the District is a hospital district located in Chambers County, Texas and governed by of Article IX, Section 9 of the Texas Constitution and Chapter 286 of the Texas Health & Safety Code, and is subject to the terms and conditions of the Texas Indigent Health Care and Treatment Act (Texas Health & Safety Code Ch. 61); and

WHEREAS, in accordance with its mission and statutory requirements, WSHD is obligated to assume full responsibility for operating a hospital facility and for providing basic medical and hospital care for its indigent inhabitants without charge as set forth in Chapter 61 of the Texas Health and Safety Code. *See* Tex. Const. Art. IX, § 9 (2014) (emphasis added); Tex. Health & Safety Code §§ 286.073, 286.082, 61.028, and 61.052(a).Tex. Att’y. Gen. Op. No.JM-858 (1988); and Tex. Att’y. Gen. Op. No. JC-0220 (2000); and

WHEREAS, the District is empowered (the “Indigent Healthcare and Treatment Act”) to arrange to provide health care services through contracts with public or private healthcare providers. *See* Tex. Health & Safety Code § 61.056; and

WHEREAS, in addition to providing healthcare and a hospital facility for the District’s indigent, providing hospital and medical care to all the residents of a hospital district is also constitutionally authorized purpose of a hospital district in this state and the expenditure of public fund for these purposes was a legitimate public purpose. *See* TEX. CONST. art. IX, 9 9; Tex. Att’y. Gen. Op. No. JC-0434 (2001); and

WHEREAS, the District is located within the rural areas of Chambers County, Texas and is in a Health Professional Shortage Area (“HPSA”) as well as Medically Underserved Area (“MUA”) as designed by the Health Resources & Services Administration; and

WHEREAS, since the District does not own or operate a healthcare facility, or a hospital facility, and the District's statutory duty requires the District to provide basic medical and hospital care to the District's indigent as well as to provide hospital and medical care to all the residents within the District, the District contracts with local private healthcare providers within the District to provide these services; and

WHEREAS, Article III, Section 52-a of the Texas Constitution set forth constitutional restrictions on providing public funds for private purposes unless the political entity's (i.e., District) governing authority determines that a grant of public money: (1) determines, in good faith, that the expenditure serves a public purpose; (2) places sufficient controls on the award to ensure that the public purpose is carried out; and (3) ensures that the political subdivision receives a return benefit. *See* Tex. Const. Art. IX, § 9; *Tex. Mun. League Intergovernmental Risk Pool v. Tex. Workers' Comp. Comm'n*, 74 S.W.3d 377, 384 (Tex. 2002); Tex. Att'y Gen. Op. No. GA-0076 (2003); and Tex. Att'y Gen. Op. No. JC-0113 (1999); and

WHEREAS, since the District does not own or operate a healthcare facility, or a hospital facility and is located within both a HPSA and MUA, to ensure that the District's indigent and non-indigent residents receive quality healthcare within the District, the District has determined that there is a legitimate public purpose to provide grants to local healthcare providers that are a party to an Indigent Healthcare Agreement with the District to assist with capital improvements to healthcare provider's facilities and to purchase necessary equipment; and

WHEREAS, during the February 16, 2022 Regular Meeting of the District's Board of Directors, Mr. Danny Thompson, a longtime nurse practitioner in the Winnie-Stowell, Texas area, informed the Board that Dr. Boutte, an assistant, and himself were leaving their practice at Riceland Hospital and re-opening Thompson Outpatient Clinic ("Clinic") in order to provide primary care services; and

WHEREAS, at this same meeting, Mr. Danny Thompson requested that the Board of Directors approve an Indigent Care Provider Agreement with Thompson Outpatient Clinic so the Clinic would be designated as a "Mandated Provider" and allowed to continue treating District's indigent clients previously seen by Mr. Thompson and Dr. Boutte at Riceland Hospital; and

WHEREAS, the Recipient's request to enter into an Indigent Care Agreement with the District was considered by the District's Board and approved at the February 16, 2022 Regular meeting and an Indigent Care Provider Agreement was subsequently approved during the March 23, 2022 Regular Meeting; and

WHEREAS, furthermore, consistent with the District's grant policy, prior to the March 23, 2022, Regular Meeting, Mr. Danny Thompson, owner of Thompson Outpatient Clinic (i.e., recipient) submitted a grant request for start-up assistance for his new clinic and presented the request to the District's Finance Committee for review. (*See Exhibit "A"*). In the grant request, Mr. Thompson requested financial assistance of \$61,486.00 for up to two months to fund the Recipient's staffs' salaries; and

WHEREAS, after consideration of the request by the Recipient, the Board unanimously approved the funding of the request during the March 23, 2022 Regular Meeting and declared that the grant award:

- is consistent with the District’s constitutional and statutory duty and serves a public purpose by: 1) assisting, through incentives, the retention of a local healthcare provider to continue offering services within the District but to also establish an additional healthcare facility for all the residents of the District utilize; and 2) to promote local economic development and stimulate business and commercial activity within the District;
- through the grant application and safeguards established by this Agreement, the District has established adequate control to ensure the public purpose was executed; and
- the return benefit for District is to enable the District’s residents and indigent to have a choice in healthcare providers and the opportunity to remain within the District to receive medical care in the form of a primary care physician.

AGREEMENT:

THEREFORE, BE IT RESOLVED THAT, the Recipient and the District enter into this Agreement in consideration of the mutual promises herein contained, the Parties agree as follows:

1. Agreement of the Parties.

- a) The Recipient agrees to assist the District achieve its constitutional and statutory duties to provide primary health care to the residents of the District as well as the District’s residents enrolled in the Indigent Care Assistance Program, the District agrees to make a payment to the Recipient in the amount of \$61,486.00 prior May 2, 2022 for the purpose of assisting the Recipient with the Recipient’s May 2022 employee payroll expenses. In addition, if: (1) the Recipient complies with the terms of this Agreement; and (2) the District’s Board approves the Supplemental Term, as defined in the “Term and Termination” provisions of this Agreement, the District agrees to make a second payment of up to \$61,486.00 to the Recipient on, or before June 1, 2022.
- b) The Recipient agrees that within five (5) business days June 1, 2022 and July 1, 2022, if the Supplemental Term is approved, to provide the District with a detailed accounting of the District’s funds, including, (1) a list of employees paid and each employee’s payment amount per pay period (or a check register report generated by the Recipient’s accounting system that provides the equivalent information); and 2) proof of payment all of the District’s grant funds. The proof of payment may be in the form of a deposited check or bank statement.

2. **Term and Termination.** The Terms of this Agreement shall start on May 1, 2022 and shall automatically terminate within thirty-one (31) days (“Initial Term”) unless the District approves an extension of the Agreement for an additional thirty (30) days during the May 18, 2022 Regular Meeting (“Supplemental Term”).

3. **Representations and Certifications.**

The Recipient represents and certifies, to the best of its knowledge and belief, to the District as follows:

- a) Recipient has legal authority to enter, execute, and deliver this Agreement, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.
- b) Recipient has read and will comply with the GRANT/SPONSORSHIP POLICY AND PROCEDURES and the terms, conditions, provisions, covenants, requirements, and certifications in this Agreement, applicable statutory provisions, agency administrative rules, and all other documents incorporated herein by reference.
- c) Recipient has made no materially false statement or misstatement of fact in connection with the Grant application or this Agreement and its receipt of the Grant, and all of the information it previously submitted to the District or that it is required under this Agreement to submit to the District relating to the Grant or the disbursement of any of the Grant is and will be true and correct at the time such statement is made.
- d) It is in compliance in all material respects with provisions of its charter and of the laws of the State of Texas, and of the laws of the jurisdiction in which it was formed, and (i) there are no actions, suits, or proceedings pending, or threatened, before any judicial body or governmental authority against or affecting its ability to enter into this Agreement, or any document referred to herein, or to perform any of the material acts required of it in such documents and (ii) it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, or any document referred to herein, or to perform any of the material acts required of it in such documents.
- e) Neither the execution and delivery of this Agreement or any document referred to herein, nor compliance with any of the terms, conditions, requirements, or provisions contained in this Agreement or any documents referred to herein, is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.
- f) Recipient shall furnish such satisfactory evidence regarding the representations and certifications described herein as may be required and requested by the District from time to time.

The District represents and certifies, to the best of its knowledge and belief, to the Recipient as follows:

- a) District has legal authority to enter into, execute, and deliver this Agreement, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.
- b) District will comply with the GRANT/SPONSORSHIP POLICY AND PROCEDURES and the terms, conditions, provisions, covenants, requirements, and certifications in this Agreement, applicable statutory provisions, agency administrative rules, and all other documents incorporated herein by reference.
- c) District has made no materially false statement or misstatement of fact in connection with this Agreement and the Grant.
- d) District is in compliance in all material respects with provisions of its charter and of the laws of the State of Texas, and of the laws of the jurisdiction in which it was formed, and there are no actions, suits, or proceedings pending, or threatened, before any judicial body or governmental authority against or affecting its ability to enter into this Agreement, or any document referred to herein, or to perform any of the material acts required of it in such documents and (ii) it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, or any document referred to herein, or to perform any of the material acts required of it in such documents; and
- e) Neither the execution and delivery of this Agreement or any document referred to herein, nor compliance with any of the terms, conditions, requirements, or provisions contained in this Agreement or any documents referred to herein, is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

4. Expenditure of Funds.

- a) This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grant application, supporting documents, and terms of this Agreement, and may not be expended for any other purpose without the District's prior written approval.
- b) If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned no later than fifteen (15) days after the termination of this Agreement.
- c) Recipient agrees it shall not expend any grant funds for:

- 1) political or lobbying activity or for any purpose other than one specified in section 170(c)(2)(b) of the Code; or
- 2) the payment of taxes for any reason.

5. Separate and Secured Account.

Subject to the Recitals set forth above, it is the District's policy, if applicable, to fund grants on an as needed basis, or an agreed to schedule after receipt of the necessary reports and supporting documents. Moreover, recipients of any grant payments that are made must hold the District's grant funds in a separate account that is secured by the FDIC or as required by the Texas Public Funds Investment Act.

6. Records and Reports.

The Recipient agrees to submit monthly as required by Section 1(a).

To the extent allowed by the laws of the United States of American and State of Texas, information in the reports shall be accessible to the public. Recipient is also required to keep copies of the reports and records with respect to this Grant, for at least five (5) years following the year in which all grant funds are fully expended.

7. Required Notification.

You are required to provide the District with immediate written notification of:

- a) Any changes in your organization's status;
- b) Your inability to expend the funds from the Grant for the purposes described in the Grant award letter; or
- c) Any expenditure of funds from this Grant made for any purpose other than those for which the Grant was intended.

8. Access for Evaluation.

You agree to permit the District and its representatives, at its reasonable request, to have access during regular business hours to your files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as the District deems necessary or appropriate concerning this Grant.

9. Publicity.

You will allow the District to review and approve the text of any proposed publicity concerning this Grant prior to its release. The District may include information regarding this Grant, including the amount and purpose of the Grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in

the District periodic reports, newsletters, and news releases. However, any, and all, intellectual property rights related to any photographs, logos, trademarks or other information or materials of Recipient shall remain the sole property of Recipient.

10. Contingent upon Availability of Grant Funds.

This Agreement is contingent upon funding being available for the term of the Agreement and the Recipient shall have no right of action against the District in the event that the District is unable to perform its obligations under this Agreement as a result of the suspension, termination, withdrawal, or failure of funding to the District or lack of sufficient funding of the District for this Agreement, if funds become unavailable to the District during the term of the Agreement. For the sake of clarity, and except as otherwise provided by this Agreement, if this Agreement is not funded, then both parties are relieved of all its obligations under this Agreement.

11. Right to Revoke or Modify - “Event of Default”.

The District reserves the right to discontinue, modify or withhold any payments to be made under this Grant award or to require a total or partial refund of any Grant funds if, in the District’s sole discretion, it is determined that an “Event of Default” occurs:

- a) Recipient fails to comply with the District’s GRANT/SPONSORSHIP POLICY AND PROCEDURES, or Terms and Conditions of this grant;
- b) Recipient fails to comply with the District’s Terms and Conditions of this Agreement;
- c) The purpose and objectives of the Grant are not being achieved or sustainable and Recipient has been provided reasonable notice and opportunity to cure;
- d) The Recipient is not in compliance with any state or federal law; or
- e) The Recipient’s material misrepresentation or false covenant, representation, certification, or warranty made by Recipient herein, in the Grant application, or in any other document furnished by Recipient pursuant to this Agreement that was misleading at the time that it was made.
- f) If District does not receive signed copies of its Grant award letter and of these general Grant terms within 14 days after the date of the District’s Grant award letter, this Grant may be revoked.

12. Duty to Report Event of Default - “Notice of Default”.

The Recipient shall notify the District in writing promptly and in no event more than seven (7) days after it obtains knowledge of the occurrence of any Event of Default. The Recipient shall include a statement setting forth reasonable details of each Event of Default and the action which the Recipient proposes to take with respect thereto.

13. Interim Remedies.

Upon receipt by the Recipient of a notice of Default, and at any time thereafter until such Event of Default is cured to the satisfaction of the District or this Contract is terminated, the District may enforce any or all of the following remedies (such rights and remedies being in addition to and not in lieu of any rights or remedies set forth herein):

- a) The District may refrain from distributing any amount of the Grant funds not previously disbursed; provided, however, the District may make such a disbursement after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder; and
- b) The District may enforce any additional remedies it has in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the District would otherwise possess.

14. Obligations/Liabilities Affected by Event of Default.

The Recipient shall not incur new obligations that otherwise would have been paid for using Grant funds after the receipt of notice as of Event of Default, unless expressly permitted by the District in writing, and shall cancel or suspend as many outstanding obligations as possible. The District shall not owe any fee, penalty or other amount for exercising its right to terminate the Agreement. In no event shall the District be liable for any services performed, or costs or expenses incurred, after the termination of the Agreement.

15. Termination of Agreement.

If the District intends to terminate for an Event of Default by the Recipient, the District shall provide written notice to the Recipient and shall include a reasonable description of the Event of Default and, if applicable, the steps necessary to cure such Event of Default. Upon receiving notice from the District, the Recipient shall have thirty (30) days beginning on the day following the receipt of notice to cure the Event of Default. Upon request, the District may provide an extension of time to cure the Event of Default(s) beyond the thirty (30) day period specified herein so long as the Recipient is using reasonable efforts to cure and is making reasonable progress in curing such Event(s) of Default. The extension shall be in writing and appended to the Contract. If the Recipient is unable, or fails, to timely cure an Event of Default, unless expressly waived in writing by the District, this Contract shall immediately terminate as of the close of business on the final day of the allotted cure period without any further notice or action by the District required.

In addition, and notwithstanding the foregoing, if the District determines that certain Events of Default cannot be cured, the District shall give Final Event of Default under this Agreement and has the right to terminate this Agreement immediately.

16. Repayment of Grant Proceeds upon Event of Default.

The District may require the Recipient to repay some, or all, of the disbursed Grant proceeds in the event of termination to the extent such Event of Default resulted from Grant funds being expended in violation of this Agreement. To the extent that the District exercises this option, the District shall provide written notice to the Recipient stating the amount to be repaid, applicable interest calculated not to exceed the payments amounts, and the schedule for such repayment. The Recipient may request that the District waive the interest, subject in all cases to the District's sole discretion.

17. INDEMNIFICATION.

EXCEPT AS PROVIDED HEREIN, THE RECIPIENT AGREES TO FULLY INDEMNIFY AND HOLD THE DISTRICT AND THE STATE OF TEXAS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, COSTS, EXPENSES, LIABILITIES, CAUSES OF ACTION AND DAMAGES OF EVERY KIND AND CHARACTER (INCLUDING REASONABLE ATTORNEYS FEES) WHICH MAY BE ASSERTED BY ANY PARTY IN ANY WAY RELATED OR INCIDENT TO, ARISING OUT OF THE RECEIPT OF GRANT FUNDS BY THE DISTRICT, INCLUDING BUT NOT LIMITED TO CLAIMS OF RECIPIENT'S NEGLIGENT, INTENTIONAL OR WRONGFUL PERFORMANCE OR FAILURE TO PERFORM UNDER THIS CONTRACT, (2) THE RECIPIENT'S RECEIPT OR USE OF GRANT FUNDS, (3) ANY NEGLIGENT, INTENTIONAL OR WRONGFUL ACT OR OMISSION COMMITTED BY THE RECIPIENT ASSOCIATED WITH THE GRANT; (4) ANY CLAIM OF BREACH OR NONPERFORMANCE OF ANY REPRESENTATION, COVENANT OR AGREEMENT BY RECIPIENT RESULTING FROM THE RECEIPT OF THE GRANT; OR; (5) CLAIM BY ANY CONTRACTOR, VENDOR, OR INDIVIDUAL ALLEGING DENIAL OF PAYMENT FOR GOODS, EQUIPMENT, OR SERVICES ASSOCIATED WITH GRANT BY THE DISTRICT. IN ADDITION, THE RECIPIENT AGREES TO FULLY INDEMNIFY AND HOLD THE DISTRICT AND THE STATE OF TEXAS HARMLESS FROM AND AGAINST ANY AND ALL COSTS AND EXPENSES OF EVERY KIND AND CHARACTER (INCLUDING REASONABLE ATTORNEYS FEES, COSTS OF COURT AND EXPERT FEES) THAT ARE INCURRED BY THE DISTRICT OR THE STATE OF TEXAS ARISING OUT OF OR RELATED TO A CLAIM OF THE TYPE SPECIFIED IN THE PRECEDING SENTENCE. NOTWITHSTANDING THE PRECEDING, SUCH INDEMNIFICATION SHALL NOT APPLY IN THE EVENT OF THE SOLE OR GROSS NEGLIGENCE OF THE DISTRICT

THE FOLLOWING PROCEDURE SHALL APPLY WITH RESPECT TO ANY CLAIMS OR PROCEEDINGS COVERED BY THE FOREGOING AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:

- I. DISTRICT SHALL GIVE WRITTEN NOTICE TO RECIPIENT PROMPTLY AFTER DISTRICT LEARNS OF THE CLAIM OR PROCEEDING; PROVIDED THAT THE FAILURE TO GIVE SUCH NOTICE SHALL NOT RELIEVE RECIPIENT OF ITS OBLIGATIONS HEREUNDER PROVIDED**

DISTRICT USES ITS BEST EFFORTS TO MITIGATE DAMAGES AND EXCEPT TO THE EXTENT RECIPIENT IS ACTUALLY DAMAGED THEREBY;

II. WITH RESPECT TO ANY THIRD-PARTY CLAIMS OR PROCEEDINGS AS TO WHICH DISTRICT IS ENTITLED TO INDEMNIFICATION, RECIPIENT, SUBJECT TO THE CONSENT OF THE DISTRICT THAT SHOULD NOT BE UNREASONABLY WITHHELD, SHALL HAVE THE RIGHT TO SELECT AND EMPLOY COUNSEL OF ITS OWN CHOOSING TO DEFEND AGAINST ANY SUCH CLAIM OR PROCEEDING, TO ASSUME CONTROL OF THE DEFENSE OF SUCH CLAIM OR PROCEEDING, AND TO COMPROMISE, SETTLE OR OTHERWISE DISPOSE OF THE SAME, IF RECIPIENT DEEMS IT ADVISABLE TO DO SO, ALL AT THE EXPENSE OF RECIPIENT; PROVIDED, HOWEVER ,THAT DISTRICT MAY EMPLOY COUNSEL, OF ITS OWN CHOOSING, AT ITS SOLE EXPENSE. THE PARTIES WILL FULLY COOPERATE IN ANY SUCH ACTION AND SHALL MAKE AVAILABLE TO EACH OTHER ANY BOOKS OR RECORDS USEFUL FOR THE DEFENSE OF ANY SUCH CLAIM OR PROCEEDING. DISTRICT MAY ELECT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH THIRD-PARTY CLAIM IN CONNECTION THEREWITH. SUBJECT TO THE FOREGOING DISTRICT, SHALL NOT SETTLE OR COMPROMISE ANY SUCH THIRD-PARTY CLAIM WITHOUT THE PRIOR CONSENT OF RECIPIENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. INDEMNIFICATION SHALL BE DUE ONLY TO THE EXTENT OF THE LOSS OR DAMAGE ACTUALLY SUFFERED (I.E. REDUCED BY ANY OFFSETTING OR RELATED ASSET OR SERVICE RECEIVED AND BY ANY RECOVERY FROM ANY THIRD PARTY, SUCH AS AN INSURER).

18. Insurance and Additional Insured.

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

19. Notices.

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

District: Mr. Edward Murrell
President
Winnie-Stowell Hospital District
P.O. Box 1997
Winnie, Texas 77665

Recipient: Mr. Danny Thompson
Thompson Outpatient Clinic

Winnie, Texas 77665

Notice of a change in address of one of the Parties shall be given in writing to the other party as provided above but shall be effective only upon actual receipt.

20. No Assignment or Delegation.

Neither the District nor Recipient may assign, or otherwise transfer, that party's rights or delegate any of that party's obligations under this Grant without prior written approval from the other party.

21. Compliance with Applicable Federal and State Law.

The Recipient intends on conducting itself in full compliance with applicable state, local, and federal law including the federal law commonly known as the Stark Law, the Medicare and Medicaid Anti-Fraud and Abuse law, and the Texas Occupations Code Anti-Patient Solicitation law. Recipient will not intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of such laws.

22. Alternative Dispute Resolution.

If applicable, the dispute resolution process provided for in TEX. GOVT. CODE, Ch. 2260 shall be used, as further described herein, to resolve any claim for breach of contract made against the District (excluding any uncured Event of Default). The submission, processing and resolution of a party's claim are governed by the published rules adopted by the Attorney General pursuant to TEX. GOVT. CODE, Ch. 2260, as currently effective, hereafter enacted or subsequently amended.

23. Applicable Law and Venue.

This Contract shall be construed, and all disputes shall be considered in accordance with the laws of the State of Texas, without regard to its principles governing the conflict of laws. Provided

that the Recipient first complies with procedures set forth in “Alternative Dispute Resolution,” exclusive venue and jurisdiction for the resolution of claims arising from or related to this Contract shall be in Chambers County, Texas.

24. Attorneys’ Fees.

To the extent allowed by the laws of the State of Texas, in the event of any litigation, appeal or other legal action to enforce any provision of the Contract, the Recipient shall pay all expenses of such action, including attorneys’ fees and costs, if the District is the prevailing party.

IN WITNESS WHEREOF, the parties hereto have duly executed this GENERAL TERMS, CONDITIONS, AND UNDERTSTANDINGS, the ____ day of _____, 2022,

Name: Mr. Edward Murrell
Title: President
Entity: Winnie Stowell Hospital District

Name: Mr. Danny Thompson
Title: Owner
Entity: Thompson Outpatient Clinic.

Exhibit ‘F

SECOND AMENDED INDIGENT CARE SUPPORT AGREEMENT

THIS INDIGENT CARE SUPPORT AGREEMENT (“Agreement”), effective as of January 20, 2022 (the “Effective Date”), is by and between Winnie-Stowell Hospital District (“District”), a political subdivision of the State of Texas and Winnie Community Hospital, LLC (“Hospital”). District and Hospital are sometimes referred to in this Agreement, individually, as a “Party” or, together, as the “Parties.”

RECITAL

WHEREAS, during the March 24, 2020 Regular Meeting, the District’s Board voted unanimously to approve the Hospital’s request for \$450,000.00 to assist the Hospital with operational costs because of financial hardships caused by COVID 19, subject to the approval of the First Amended Indigent Care Support Agreement (“First Amended Agreement”) in which the Parties agreed that: 1) \$196,669.35 be declared as payment in full for Indigent Care in 2020; and 2) the Excess Funds of \$253,330.65 be repaid by December 31, 2020 using Stimulus Payments or, if the Hospital certifies that the Excess Funds cannot be repaid from any Stimulus Proceeds, then the Excess Funds will be credited to the 2021 payment of this Agreement; and

WHEREAS, during the March 24, 2021 Regular Meeting of the District, after taking into consideration the payment formula set forth in Section 6(a) of the First Amended Agreement, the District’s Board unanimously voted to approve an Indigent Care payment for 2021 in the amount of \$225,810.35. This amount was deducted from the \$253,330.65 in Excess Funds, leaving a credit to the District of \$27,520.30 in Excess Funds; and

WHEREAS, in 2021, the Parties agree that, for purposes of the Agreement, the Medicaid Payment Amount incurred by the District in 2021 for healthcare services provided by the Hospital was \$291,128.70, or \$65,318.35 more than the aforementioned Indigent Care payment for 2021 of \$225,810.35;

WHEREAS, during the January 19, 2022 Regular Meeting, the District unanimously voted to approve and pay the following:

- Tender to the Hospital an Indigent Care payment (the “Indigent Care Payment”) for 2022 in the amount of \$256,615.44, pursuant to the formula provided in Section 6(a) of the First Amended Agreement. (See **Exhibit “A”** to this, the Second Amended Indigent Care Support Agreement (“Second Amended Agreement”)); and
- Compensate the Hospital for the disparity between the Indigent Care payment for 2021 (\$225,810.35) (the “2021 IC Payment”) and the actual Medicaid Payment Amount incurred for 2021 (\$291,128.70) (the “2021 Medicaid Payment”) by agreeing to pay the Hospital \$37,798.05 after subtracting the 2021 IC Payment from the 2021 Medicaid Payment, and then subtracting the remaining Excess Funds amount of \$27,520.30 (i.e.

\$291,128.70 - \$225,810.35 - 27,520.30 = \$37,798.05); and

- Enter into this, the Second Amended Agreement, to insert a provision into Section 6(a) of the First Amended Agreement to require the Parties to reconcile the annual payment amount with Medicaid Payment Amount and, if there is a variance of greater than 10%, adjust the payment to reflect the difference (for example, if the actual Medicaid Payment Amount exceeded the Indigent Care Payment by 15%, the entire difference between the Medicaid Payment Amount and the Indigent Care Payment would be paid to the Hospital.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Section 6(a) of the First Amended Agreement be amended to: (i) require the Parties to reconcile the annual Medicaid Payment Amount incurred with the annual Indigent Care Payment; and (ii) if there is a variance between the Medicaid Payment Amount and the Indigent Care Payment of more than 10% (the “Payment Variation”), require payment/repayment of the entire Payment Variation amount.

2. The Parties hereto represent and warrant to each other, which representations and warranties shall survive the execution and delivery hereof, that this Second Amendment constitutes the legal, valid and binding obligation of each such party, enforceable against such party in accordance with its terms.

4. Except as modified by this Second Amendment, the Agreement, as amended, is hereby ratified, and confirmed (giving legal effect to this Second Amendment).

5. This Second Amendment is binding on and enforceable by and against the Parties hereto and their successors and permitted assigns. This Second Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall when taken together constitute one agreement. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes. The Recitals hereto are hereby incorporated into this Second Amendment by this reference thereto.

{SIGNATUR PAGE TO FOLLOW}

IN THE WITNESS THEREOF, the Parties are signing this Agreement on the date stated in the introductory clause.

HOSPITAL:
WINNIE COMMUNITY HOSPITAL

By: _____

Name: _____

Title: _____

DISTRICT:
WINNIE-STOWELL HOSPITAL DISTRICT

By: _____

Name: _____

Title: _____

**Exhibit "A" to Second Amendment
2017-2021 Section 6(a) Analysis
2022 Indigent Care Agreement Calculations**

Year	Number of Clients	WCH Amount Billed	Actual Medicaid Payment Amount Incurred	Avg. Per Client Cost/Billed	Avg. Per Client Cost/Paid
2017	61	\$520,406.20	\$214,062.41	\$8,531.25	\$3,509.22
2018	61	\$638,848.11	\$264,655.20	\$10,472.92	\$4,338.61
2019	80	\$755,761.37	\$309,326.39	\$9,447.02	\$3,866.58
2020	52	\$524,493.12	\$198,713.45	\$9,666.16	\$2,857.41
2021 (Through Dec.)	106	\$712,751.01	\$291,128.70	\$6,724.07	\$2,746.50
2017-2021 Avg.	63.50	\$561,249.14	\$256,615.44	\$9,556.78	\$3,568.41

Paid in April 2020	\$450,000.00			
Less 2020 Agreement Amount	\$196,669.35			
Balance of Credit	\$253,330.65			
Less 2021 Average	\$225,810.35			
Remainder of 2020 Credit	\$27,520.30			
2022 Payment Amount	\$256,615.44			
Less Credit Remaining	\$229,095.14			

Exhibit “G”

**WINNIE STOWELL HOSPITAL DISTRICT
REQUEST FOR QUALIFICATIONS FOR
ARCHITECTURAL AND ENGINEERING SERVICES**

Receipt/Opening Date and Time: _____ at 5:00 PM

Deadline for Questions: _____ at 5:00 PM

Please Note the Following Information:

No late responses will be accepted

No faxed or electronic responses will be accepted

Please submit original and four copies to:

Winnie Stowell Hospital District
520 Broadway, Winnie, Texas 77665

Contact for this RFQ:

Mrs. Kaley Smith

Coastal Gateway Health Clinic

409-296-1003 or Email at: kaley.smith@coastalgatewayhc.org

Submitter's Certification

The undersigned, by his/her signature, represents that he/she is authorized to bind the submitter to fully comply with the terms and conditions of this Request for Qualifications, including all forms and attachments included and/or referenced herein, for the amount(s) shown on the accompanying proposal form(s).

NOTE: Submitter is strongly encouraged to read the entire Request for Qualifications prior to submitting. Failure to provide the required information in its entirety may be grounds for disqualification of response.

Name: _____

Telephone #: _____

Address: _____

Fax #: _____

City: _____

Web Address: _____

State: _____ Zip: _____

E-mail address: _____

(Signature of person authorized to sign RFQ)

Today's Date: _____

Printed Name: _____

Title: _____



REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL AND ENGINEERING SERVICES

1. INTRODUCTION

The Winnie Stowell Hospital District (“District”) is a political subdivision of the State of Texas organized pursuant to Tex. Const. Art. IX, § 9 (2014) and Chapter 286 of the Texas Health and Safety Code. The District is requesting qualifications (“RFQ”) for an Architect/Engineering firm licensed in the State of Texas to provide preliminary architectural services and construction management services for the remodel of an existing facility (“Facility”) to be procured by the District and converted into a medical office/clinic facility (“the Project”).

Upon the completion of the remodel, the facility is anticipated to be leased to Coastal Gateway Health Center (“Coastal Gateway”). Coastal Gateway is a start up clinic whose initial funding is through a grant from the District. Coastal Gateway’s Chief Executive Officer, Ms. Kaley Smith, is going to be the initial point of contact for the Project. Ms. Smith will be working with the District’s Board President, Mr. Edward Murrell, who will be designated as the District’s authorized representative.

The District’s Board of Directors intends to perform the remodel of the proposed Facility by utilizing a procurement method as provided for in Chapter 2269 of the Government Code. Therefore, the selection of an architectural/engineer firm shall be in accordance with Chapter 2254 of the Texas Government Code-Texas Professional Services Procurement Act.

2. PROJECT DESCRIPTION

The District has identified a need to renovate an existing building located at 924 SH 124, Winnie, Texas 77665 into a new medical office/clinic space (“Facility”). The Facility sits on 0.50 acres and is 4,182 square feet. Most recently, the Facility was used as a county library and, as such, is an open space floorplan with no existing internal walls. Prior to use as a library, the Facility was once a medical office building. The Facility will be unoccupied during the renovation and construction period.

The District requires the services of an Architect/Engineer for the Project that has experience with the design of medical clinics and/or office buildings in Texas, and is familiar with relevant and

applicable laws, standards, and regulations regarding the design and construction of those types of Facilities. The selected Applicant may be requested and/or required to: (a) perform design and contract administration services as agreed by the Parties; (b) provide a full range of facility condition assessment and design services, including but not limited to architectural, landscape architect, mechanical, electrical, structural, civil, exterior envelope, roofing, security system and fire protection engineering design for the building and building systems (including voice and data infrastructure); and (c) provide Project estimates. All services performed by the architectural/engineering firm must be in compliance with existing federal, state, and local laws, codes, regulations, and requirements.

3. SCOPE OF SERVICES

The District requires extensive professional skills that provide the following:

3.1 Preliminary Construction Services:

- 3.1.1 Meet with the District's representatives to assess Project scope; Project timeline; and to make recommendation on most efficient procurement method as provided for in Chapter 2269 of the Texas Government Code.
- 3.1.2 Assist the District with the procurement and placement of fixtures, furniture, and equipment, including information technology equipment.
- 3.1.3 Prepare a topographical survey and/or a boundary survey of the Project Area, if requested.
- 3.1.4 Study historical flooding events for the area surrounding the Facility and provide recommendations on flood mitigation options.
- 3.1.5 Prepare conceptual designs, exhibits, and cost estimates of improvement options, and present to the District, or District's representative, as requested.

3.2 Prepare Bid Package and Oversee Award of Bid:

- 3.2.1 Prepare the final design, plans, as-builds, and specifications for the construction bid package in conformance with applicable county, state and federal regulations.
- 3.2.2 Supervise the bid advertising, tabulation, and award process, including preparing the advertisements for bid solicitations, conducting a pre-bid meeting, and conducting bid opening.
- 3.2.3 Evaluate bids received and make recommendation for award to the District's Board of Directors.

3.3 Pre-Construction Services:

- 3.3.1 Prepare project schedule for tracking deadlines and actions needed during implementation of Project construction work based on Project scope approved by District and consistent with all applicable local and state and federal laws, regulations, and policies.
- 3.3.2 Review, approve and submit drawings to contractor as required.
- 3.3.3 Prepare and submit applications for any required permits.
- 3.3.4 Prepare contract documents and obtain insurance certificates and bonds from the

- contractor prior to issuing a notice to proceed.
- 3.3.5 Confirm execution of necessary contract documents, certificates, and bonds.
- 3.3.6 Conduct the pre-construction conference and issue the notice to proceed.
- 3.3.7 Perform surveying services and field staking, as necessary.

3.4 Construction Supervision

- 3.4.1 Conduct weekly site visits to observe progress and quality of work.
- 3.4.2 On a weekly basis, provide on-site periodic observation reports of construction work; prepare field observation reports (frequency of observation for each section of the Project to be determined by the District).
- 3.4.3 Determine whether construction work is in accordance with the contract documents, plans and specifications.
- 3.4.4 Review and approve all contractor requests for payment and submit approved requests to the District for final approval for payment together with a Project budget that compares totals spent to the proposed Project budget.
- 3.4.5 Review all change orders and change requests to ensure they are necessary and in compliance with contract terms.
- 3.4.6 Regularly update the project schedule. The schedule will include all project-related activities, including (but not limited to) design activities, construction, equipment selection and procurement, information technologies, planning, furnishing procurement, all project phasing, regulatory interface, close-out and move-in/occupancy.

3.5 Post Construction Services

- 3.5.1 Coordinate with contractor to ensure contract closeout documents are complete, in proper form, and submitted to the District upon Project completion.
- 3.5.2 Conduct final inspection and coordinate final testing as required.
- 3.5.3 Provide certifications of completion and, if necessary, submit certified “as-built” drawings to appropriate authorities.
- 3.5.4 Coordinate the installation of all medical equipment, information technology equipment, and communication systems with selected consultants.
- 3.5.5 Coordinate installation of furnishings, signage, artwork, etc., with selected consultants.
- 3.5.6 Advise District on issues and assist in planning the move schedule in addition to assisting with move vendor selection and move coordination.
- 3.5.7 All other engineering and/or construction management services necessary for Project completion as determined by the District.

4. EVALUATION METHODOLOGY

4.1 Criteria for Evaluation

The District will determine, in its sole discretion, the Applicant, or Applicants, best qualified to perform the required services, based on the following criteria:

- 4.1.1 **20 Points** - The Applicant shall demonstrate and provide evidence of its recent successful experience in the design and contract management for the construction of a project building and grounds similar to that which is described in this RFQ for the Project. A descriptive list of no more than three such projects should be submitted.
- 4.1.2 **20 Points** - The Applicant shall provide professional references and evidence which demonstrate the following: (i) the facts and project history of the projects listed above and all other similar projects undertaken by the Applicant; (ii) the ability to perform and complete requested services in a timely manner and in conformance with established contracts and budgets; and (iii) providing assistance to an owner of a prior project regarding construction delay, warranty matters, and/or finish-out problems.
- 4.1.3 **20 Points** - The Applicant shall demonstrate its: (i) proximity to the work site; and (ii) ability to have its professional staff on site when needed.
- 4.1.4 **20 Points** -- The Applicant shall demonstrate and provide evidence of its financial capability and financial stability to correctly, timely, and reliably perform requested services for the Project.
- 4.1.5 **20 Points** -The Applicant shall demonstrate and provide evidence of: (i) the general experience and reputation of Applicant in its professional practice in the State of Texas; (ii) the quality of the Applicant's delivered goods and/or services; (iii) the ability of Applicant to comply with rules or statutes relating to historically underutilized businesses, the employment of women or minorities, or the use of small or disadvantaged businesses; (iv) the Applicant's safety record; and (v) the number, type, job description, and location of proposed Applicant personnel to be used for the Project;

4.2 **Acceptance of Evaluation Methodology**

By submitting a Response to this RFQ, the Applicant: (a) acknowledges and accepts the evaluation process; and (b) understands that the determination of the most qualified Architect will require the exercise of subjective judgment by the District.

5. **SUBMISSION CONTENT AND PROCESS**

5.1 **Format and Content**

Responses to this RFQ should be submitted on 8.5 by 11-inch paper bound securely. Submissions must contain, and be organized, as shown below. Each section should be separated by tabs.

- 5.1.1 Cover clearly displaying the title of the RFQ;
- 5.1.2 Table of Contents;
- 5.1.3 An introductory letter to include name and contact information;

- 5.1.4 General statement of qualifications;
- 5.1.5 Key personnel proposed to be assigned to the project described herein including: (i) proximity to the work site; and (ii) ability to have its professional staff on site when needed;
- 5.1.6 Statement of the qualifications of the team, including work experience and resumes;
- 5.1.7 History of firm and principles, including:
 - Years in business, if less than five years, previous experience of principals;
 - Years in business under present name;
 - The former names, if any, the organization has operated under; and,
 - Evidence of financial capability and financial stability to correctly, timely, and reliably perform requested services for the Project.
- 5.1.8 Registrations, licenses, and certifications;
- 5.1.9 Description of previous work similar to the Project, including a list of comparable clients where similar services have been provided, with dates services were provided and contact information;
- 5.1.10 List of at least three (3) references;
- 5.1.11 Litigation/Ethics:
 - Disclose any current/pending litigation and any litigation settled or disposed within the past five (5) years against the Applicant, including its parent, sister, or subsidiary companies, and proposed sub-contractors, as applicable; and
 - Provide details of any ethics violations or board actions within the past five (5) years against the Applicant, including its parent, sister, or subsidiary companies, and proposed sub-contractors, as applicable.
- 5.1.12 Proof of Insurability: Applicant must provide in the Response a copy Certificate of Insurance showing the amount and types of insurance coverage currently maintained by Applicant; and
- 5.1.13 Conflict of Interests: A statement certifying that the applicant and/or his/her firm is not aware of any existing conflicts of interest with the District or its Board of Directors, including the filing of any statements required under Chapter 176, Local Government Code.

Please note that in accordance with Section 2254.004 of the Texas Government Code, submittals must NOT include any cost quotations at this stage in the selection process. Any submittals that include cost quotations will be rejected upon receipt.

5.2 Submission Process

- 5.2.1 One (1) original and four (4) copies of the submissions must be provided in a sealed envelope and manually signed in ink by a person having the authority to submit information and qualifications.
- 5.2.2 Initial submissions must be received by the Winnie Stowell Hospital District, 520 Broadway, Winnie, Texas 77665, by _____, 2022 no later than 5:00 PM Central Standard Time when there will be no public opening or review of submissions.

- 5.2.3 Upon receipt by the District, each statement will be stamped with the date and time received and stored unopened in a secure place until the statement opening. All statements become the property of the District, which will hold the contents of all statements confidential until an award is made.
- 5.2.4 Statements received after the time set for the opening will be declared late and not eligible for opening and consideration. The District is not responsible for mail, courier, or other delivery methods, in-transit time or non-delivery. Late deliveries will be held unopened. Potential firms will be advised by mail that their statement was late and not accepted and will be allowed to pick up their statement package. **NO FACSIMILES WILL BE ACCEPTED.**
- 5.2.5 Submitter(s) should feel free to make suggestions for changes in any area contained in these specifications. The District will evaluate such recommendations as possible amendments to the final contract and suggestions in this area are encouraged.

5.3 Request for Clarification:

Proposers are reminded that requests for clarification are not binding, and the District must receive requests for clarifications in writing no later than _____, 2022 at 5:00 p.m. Please e-mail your questions to Mrs. Kaley Smith at kaley.smith@coastalgatewayhc.org or call (409)296-1003 if you have any question.

6. ARCHITECT CONTRACT

The Architectural/Engineering firm shall be selected by the District based on demonstrated competence and qualifications to perform the services, as herein provided. After the Architectural/Engineering firm is selected by the District, the Parties will endeavor to enter into a contract for architectural services for the Project, in the manner provided by law, including Chapters 2254 and 2269 of the Texas Government Code. That contract shall: (a) define and describe the scope of services, the agreed-upon and reasonable fees for such services, and reimbursable expenses prior to any services being performed under the contract; (b) be drafted in a form provided by the District, but in a form and scope which is acceptable to the Parties; and (c) recite a fair and reasonable price for the services to be provided for the Project, however, the professional fees under the contract may not exceed any maximum provided by law.

The firm selected will not be guaranteed any future contracts for the design of the facility, nor will they be disqualified from submitting on any future contracts for design.

Applicants will not be compensated for responses.

Final selection of a firm will be made by the District's Board of Directors.