WINNIE-STOWELL HOSPITAL DISTRICT
INDIGENT HEALTHCARE
POLICY & PROCEDURE STATEMENT

Adopted August 18, 2021

Table of Contents

WINNIE-STOWELL HOSPITAL DISTRICT
INDIGENT HEALTHCARE
POLICY & PROCEDURE STATEMENT

I. MISSION STATEMENT

To attend to and balance the healthcare needs of the community with fiscal responsibility.

II. PURPOSE

To establish rules and procedures that will allow ***any*** qualified resident of Winnie-Stowell Hospital District (WSHD) with: 1) a gross yearly income of less than or equal to 200% of the Federal Poverty Income Level per Household; and 2) Resources of less than $2,000, and $3,000 for certain elderly or disabled residents, to temporarily participate in the Indigent Care Assistance Program (”ICAP”).

III. POLICY

A. The WSHD is liable for health care services as provided by the Texas Constitution and the statute creating the WSHD.

B. In the event that any provision of this Policy and Procedure Statement is more restrictive than Chapter 61 of the Texas Health and Safety Code, it is the intent of the WSHD for Chapter 61 to supersede this Statement

C. The WSHD is the payor of last resort pursuant to Section 61.060(c) of the Health and Safety Code (i.e., Indigent Healthcare Act) and is not liable for payment or assistance to an eligible resident in the hospital's service area if any other public or private source of payment is available.

D. If another source of payment does not adequately cover a health care service a public hospital provides to an eligible resident of the hospital's service area, the hospital shall pay for or provide the health care service for which other payment is not available.

E. The WSHD is liable for health care services as provided by the Texas Constitution and the statute creating the WSHD.

F. If another source of payment does not adequately cover a health care service a public hospital provides to an eligible resident of the hospital's service area, the hospital shall pay for or provide the health care service for which other payment is not available.

IV. PROGRAM RESTRICTIONS AND PROHIBITIONS

A. Assignment of Rights of Recovery: The filing of an application for ICAP or the receipt of services constitutes an assignment of the applicant's or recipient's right of recovery from personal insurance or other sources. An applicant or recipient shall inform the WSHD at the time of application or any time during eligibility, of any unsettled tort claim that may affect medical needs and of any private accident or sickness insurance coverage that is or may become available. Notice must be given to WSHD within ten (10) days of the date the person learns of the insurance coverage; tort claim or potential cause of action.

B. Background and Credit Checks: All Program Applicants may be subject to a background/credit check. If there are any discrepancies, Applicants will be asked to clarify discrepancies. The purpose of the background check is to verify the truthfulness of an Applicants application and eligibility. Applicants will be asked to complete Authorization for Background Check.

C. Disruptive Behavior: Applicants or Qualified Clients who are rude; display disruptive; combative; or abusive language or behavior to the WSHD staff or staff of any Healthcare Provider may be terminated immediately from the ICAP.

1. Penalties for Disruptive Behavior is at the discretion of the Indigent Care Director.

2. If Applicant or existing Client is punished for Disruptive Behavior and believes the punishment was error or to severe, Applicant may request, in writing, that the facts surrounding the punishment and penalty assessed be reviewed according to Section XII-Appeals Process for Denial of ICAP Process.

   Applicants will be asked to complete Fraud/Misrepresentation & Disruptive Behavior Policy.

D. Fraud/Misrepresentations: Fraud or Misrepresentation of facts or any attempt by any applicant or interested party to circumvent the policies of the WSHD in order to become or remain eligible is grounds for immediate and permanent refusal of assistance. Furthermore, persons who intentionally misrepresent information to receive benefits that they are not entitled to receive shall be responsible, to the fullest extent of the law, for the cost of those services received.

1. Penalties for Fraud/Misrepresentation is at the discretion of the Indigent Care Director.

2. If Applicant or existing Client is punished for Fraud/Misrepresentation and believes the punishment was error or to severe, Applicant may request, in writing, that the facts surrounding the punishment and penalty assessed be reviewed according to Section XII-Appeals Process for Denial of ICAP Process.

   Applicants will be asked to complete Fraud/Misrepresentation & Disruptive Behavior Policy.

E. Drug Abuse: Any ICAP Client arrested for possession of an crime involving illegal substances, including, but not limited to, possession of an illegal substance; drug fraud; and/or manufacture or delivery of controlled substances in any "Penalty Group" defined under the Texas Health & Safety Code will be suspended from the ICAP until the case is adjudicated. Conviction of any of these crimes will mean the ICAP Client may be permanently denied program benefits.

Applicants will be asked to complete Fraud/Misrepresentation & Disruptive Behavior Policy.

F. Alcohol Abuse: Clients may also be terminated from the ICAP for continued alcohol abuse as evidenced by alcohol related arrests.

1. Penalties for Fraud/Misrepresentation is at the discretion of the Indigent Care Director.

2. If Applicant or existing Client is punished for Fraud/Misrepresentation and believes the punishment was error or to severe, Applicant may request, in writing, that the facts surrounding the punishment and penalty assessed be reviewed according to Section XII-Appeals Process for Denial of ICAP Process.

Applicants will be asked to complete Fraud/Misrepresentation & Disruptive Behavior Policy.

G. At Fault Injuries: Be aware that a person involved in a motor vehicle accident or an assault will not receive benefit coverage for any medical expenses related to that accident or assault, unless proper documentation is provided showing no other liability. The minimum documentation required consists of at least police report or auto insurance information. Other documentation may be necessary.

Applicants will be asked to complete Fraud/Misrepresentation & Disruptive Behavior Policy.

V. ELIGIBILITY

A. "Disqualified Persons" are:

1. A person who receives or is categorically eligible to receive Medicaid;

2. A person who receives TANF benefit;

3. A person who receives SSI benefits and is eligible for Medicaid;

4. A person who receives Qualified Medicare Beneficiary (QMB), Medicaid Qualified Medicare Beneficiary (MQMB);

5. Specified Low Income Medicare Beneficiary (SLMB);

6. Qualified Individual-1 (QI- 1);

7. Qualified Disabled and Working Individuals (QDWI), and

8. A Medicaid recipient who partially exhausts some component of his Medicaid benefits.

B. Citizenship: A person applying for WSHD ICAP must be one of the following:

1. A natural born citizen

2. A naturalized citizen;

3. A Sponsored Alien. A "sponsored alien" means a person who has been lawfully admitted to the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. Section 1101 et seq.) and who, as a condition of admission, was sponsored by a person who executed an affidavit of support on behalf of the person. *See* Tex. Health & Safety Code Section 61.008(c).

4. Documented Alien: A documented alien that has a green card and has had the status for at least five (5) years from their legal entry date into the United States.

5. Legally Admitted Alien: An alien legally admitted for permanent resident who is:

   a. An honorably discharged U.S. Veteran, or
   b. U.S. active duty military personnel, or the spouse, or
   c. Minor unmarried dependent child of an honorably discharged U.S. Veteran or U.S. active duty military personnel.

C. Residence Eligibility

1. A person must live in the WSHD when the person applies.

2. A person lives in the WSHD if the person's home or fixed place of habitation is in the WSHD and he intends to return to the WSHD after any temporary absences.

3. A person with no fixed residence or a new resident in the WSHD who declares intent to remain in the WSHD is also considered a WSHD resident.

4. A person does not lose his residency status because of a temporary absence from the WSHD. No time limits are placed on a person's absence from the WSHD.

5. An applicant who is absent from the WSHD for more than 180 days must re-apply for eligibility;

6. A person cannot qualify for benefits set forth in Chapter 61 of the Texas Health and Human Resources Code from more than one hospital district or county simultaneously;

D. Persons Not Considered Residents:

1. An inmate or resident of a state school or institution operated by any state agency;

2. An inmate, patient, or resident of a school or institution operated by a federal agency;

3. A minor student primarily supported by his parents whose home residence is in another district, county or state;

4. A person who moved into the WSHD solely for the purpose of obtaining health care assistance.

5. A person who maintains a residence or homestead elsewhere.

E. Verifying Residency: A resident of the WSHD must submit a minimum of two of the following documents as proof of residents within the WSHD

1. Mail addressed to the applicant, his spouse, or children;

2. Texas driver's license or other official identification;

3. Rent, mortgage payment, or utility receipt;

4. Property tax receipt;

5. Voting record;

6. School enrollment records;

7. Statement from a landlord, a neighbor, or other reliable source; or

8. Three (3) consecutive months of receipts in the name of the applicant for:

   a. Utility bills;
   b. Rent/mortgage payments;
   c. Lease agreements;

9. No medical or hospital bills, invoices, nor claims may be used to prove/verify a residence.

F. "Household":

1. General Principles A Household is a person living alone or two or more persons living together where legal responsibility for support exists, excluding disqualified persons. A disqualified person is not a Household member regardless of his legal responsibility for support.

2. Disqualified Persons: A person is disqualified from being part of the Household regardless of his legal responsibility for support. Reasons for being a Disqualified Person are:

    a. A person who receives or is categorically eligible to receive Medicaid;
    b. A person who receives SSI benefits;
    c. A person who receives Qualified Medicare Beneficiary (QMB);
    d. Medicaid Qualified Medicare Beneficiary (MQMB);
    e. Specified Low-Income Medicare Beneficiary (SLMB);
    f. Qualified Individual-1(QI-1) or Qualified Disabled and Working Individuals (QDWI); and
    g. a Medicaid recipient who partially exhausts some component of his Medicaid benefits.

3. One-Person Household

    a. A person living alone;
    b. An adult living with others who are not legally responsible for the adult's support;
    c. A minor child living alone or with others who are not legally responsible for the child's support;
    d. A Medicaid-ineligible spouse;
    e. A Medicaid-ineligible parent whose spouse and/or minor children are Medicaid-eligible;
    f. An inmate in a county jail (not state or federal).

4. Group Households: Two or more persons who are living together and meet one of the following descriptions:

    a. Two persons legally married to each other;
    b. Two persons who are legally married and not divorced;
    c. One or both legal parents and their legal minor children;
    d. A managing conservator and a minor child and the conservator's spouse and other legal minor children, if any;
    e. Minor children, including unborn children, who are siblings; and
    f. Both Medicaid-ineligible parents of Medicaid-eligible children.

G. Financial Eligibility:

1. Services shall be provided to those residents of the WSHD who have:

    a. "Income" Requirement: a gross yearly Income of less than or equal to ***200% of the Federal Poverty Income Level*** per Household, and who are not Disqualified

Persons; and

b. "Resources" Requirement: Resources may not exceed $2,000 or $3,000 for a person meeting the relationship/relative requirements who is aged or disabled living in the house.

VI. INCOME

A. General Principles

1. Monthly Income Levels: Income levels are based on monthly income using the most current Federal Poverty Guidelines. For purposes of an example only, the following table is based on the 2018 Federal Poverty Guidelines:

Household/ Family Size	200% Per Year	200% Per Month
1	$25,752.00	$2,146.00
2	$34,848.00	$2,904.00
3	$43,920.00	$3,660.00
4	$52,992.00	$4,416.00
5	$62,088.00	$5,174.00
6	$71,160.00	$5,930.00
7	$80,232.00	$6,686.00
8	$89,328.00	$7,444.00
9	$98,400.00	$8,200.00
10	$107,472.00	$8,956.00
11	$116,568.00	$9,714.00
12	$125,640.00	$10,470.00

2. Income: Income is any type of payment that is of gain or benefit to the household. Income is either Countable or Exempt

a. Income is either "Countable" or "Exempt" as proscribed in the budget process established by the Texas Health and Human Services Commission. (*See* Tex. Adm. Code §14.104).

b. Countable Income is either Earned or Unearned.

i. Earned Income: Income related to employment and entitles the household to deductions not allowed for unearned income.
ii. Unearned Income: Payments received without performing work-related activities. It includes benefits from other programs.

3. The income of all Household members is considered.

4. Household must pursue and accept all income to which the Household is legally entitled, unless it is unreasonable to pursue the resource. Reasonable time (at least three (3) months) must be allowed for the Household to pursue the income, which is not considered accessible during this time.

5. If attempts to verify income are unsuccessful because the payer fails or refuses to provide information and other proof is not available, the Household's statement is used as best available information.

6. All income of a disqualified person is exempt.

7. Income of disqualified and non-Household members is excluded but may be included if processing an application for a sponsored alien.

B. Types of Income

1. Adoption Payments-Exempt

2. Alien Sponsor's Income-Countable:

   a. Calculate the total income accessible to the alien sponsor's Household according to the same rules and exemptions for income that apply for the sponsored alien applicant. The total countable income for the alien sponsor Household will be considered unearned income and added to the total countable income of the sponsored alien applicant.

   b. Per Texas Health and Safety Code, Chapter 61, §61.012. Sec. 61.012 "sponsored alien" means a person who has been lawfully admitted to the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. Section 1101 et seq.) and who, as a condition of admission, was sponsored by a person who executed an affidavit of support on behalf of the person.

      i. If the WSHD provides health care services to a sponsored alien under, the WSHD may recover from a person who executed an affidavit of support on behalf of the alien the costs of the health care services provided to the alien.
      ii. The WSHD shall notify a sponsored alien and a person who executed an affidavit of support on behalf of the alien, at the time the alien applies for health care services, that a person who executed an affidavit of support on behalf of a sponsored alien is liable for the cost of health care services provided to the alien.

3. Cash Gifts and Contributions (Countable): Count as unearned income unless they are made by a private, nonprofit organization on the basis of need; and total $300 or less per Household in a federal fiscal quarter. The federal fiscal quarters are January -

March, April - June, July - September, and October-December. If these contributions exceed $300 in a quarter, count the excess amount as income in the month received.

a. Exempt any cash contribution for common Household expenses, such as food, rent, utilities, and items for home maintenance, if it is received from a non-certified Household member who:

   i. Lives in the home with the certified Household member,
   ii. Shares Household expenses with the certified Household member, and
   iii. No landlord/tenant relationship exists.

b. If a noncertified Household member makes additional payments for use by a certified member, it is a contribution.

4. Child's Earned Income (Exempt): Exempt a child's earned income if the child, who is under age 18 and not an emancipated minor, is a full-time student (including a home-schooled child) or a part-time student employed less than 30 hours a week.

5. Child Support Payments (Countable): Count as unearned income after deducting up to $75 from the total monthly child support payments the Household receives.

   a. Count payments as child support if a court ordered the support, or the child's caretaker or the person making the payment states the purpose of the payment is to support the child.

   b. Count ongoing child support income as income to the child even if someone else, living in the home receives it.

   c. Count child support arrears as income to the caretaker.

   d. Exempt child support payments as income if the child support is intended for a child who receives Medicaid, even though the parent actually receives the child support.

   e. Child Support Received for a Non-Household Member: If a caretaker receives, ongoing child support for a non-Household member (or a child who no longer in the home) but uses the money for personal or Household needs, count it as unearned income. Do not count the amount actually used for or provided to the non-Household member for whom it is intended to cover.

   f. Lump-Sum Child Support Payments: Count lump-sum child support payments (on child support arrears or on current child support) received or anticipated to be received more often than once a year, as unearned income in the month received. Consider lump-sum child support payments received once a year or less frequently as a resource in the month received.

   g. Returning Parent: If an absent parent is making child support payments but moves

back into the home of the caretaker and child, process the Household change.

6. Crime Victim's Compensation Payments (Exempt): These are payments from the funds authorized by state legislation to assist a person who has been a victim of a violent crime; was the spouse, parent, sibling, or adult child of a victim who died as a result of a violent crime; or is the guardian of a victim of a violent crime. The payments are distributed by the Office of the Attorney General in monthly payments or in a lump sum.

7. Disability Insurance Payments (Count): Count disability payments as unearned income, including Social Security Disability Insurance (SSDI) payments and disability insurance payments issued for non-medical expenses. Exception: Exempt Supplemental Security Income (SSI) payments.

8. Dividends and Royalties (Count):

    a. Dividends: Count dividends as unearned income. However, exempt dividends from insurance policies as income.

    b. Royalties: Count royalties as unearned income, minus any amount deducted for production expenses and severance taxes.

9. Educational Assistance (Exempt): Exempt educational assistance, including educational loans, regardless of source. Educational assistance also includes college work-study.

10. Foster Care Payments (Exempt): Exempt.

11. Government Disaster Payments (Exempt): Exempt federal disaster payments and comparable disaster assistance provided by states, local governments and disaster assistance organizations if the Household is subject to legal penalties when the funds are not used as intended.

    Examples: Payments by the Individual and Family Grant Program, Small Business Administration, and/or FEMA.

12. In-Kind Income (Exempt): An in-kind contribution is any gain or benefit to a person that is not in the form of money/check payable directly to the Household, such as clothing, public housing, or food.

13. Interest (Count): Count as unearned income.

14. Job Training (Exempt): Exempt payments made under the Workforce Investment Act (WIA).

    a. Exempt portions of non-WIA job training payments earmarked as reimbursements

for training-related expenses. Count any excess as earned income.

b. Exempt on-the-job training (OJT) payments received by a child who is under age 19 and under parental control of another Household member

15. Loans (Non-educational) (Count): Count as unearned income unless there is an understanding that the money will be repaid, and the person can reasonably explain how he will repay it.

16. Lump-Sum Payments (Count): Count as income in the month received if the person receives it or expects to receive it more often than once a year.

a. Consider retroactive or restored payments to be lump-sum payments and count as a resource. Separate any portion that is ongoing income from a lump-sum amount and count it as income.

b. Exempt lump sums received once a year or less, unless specifically listed as income. Count them as a resource in the month received.

c. Exempt federal tax refunds permanently as income and resources for 12 months after receipt. Exempt the Earned Income Credit (EIC) for a period of 12 months after receipt through December 31, 2018.

d. If a lump sum reimburses a Household for burial, legal, or health care bills, or damaged/lost possessions, reduce the countable amount of the lump sum by the amount earmarked for these items.

17. Military Pay (Count): Count military pay and allowances for housing, food, base pay, and flight pay as earned income, minus pay withheld to fund education under the GI Bill.

18. Mineral Rights (Count): Count payments for mineral rights as unearned income.

19. Pensions (Count): Count as unearned income. A pension is any benefit derived from former employment, such as retirement benefits or disability pensions.

20. Reimbursement (Exempt): Exempt a reimbursement (not to exceed the individual's expense) provided specifically for a past or future expense. If the reimbursement exceeds the individual's expenses, count any excess as unearned income. Do not consider a reimbursement to exceed the individual's expenses unless the individual or provider indicates the amount is excessive. Exempt a reimbursement for future expenses only if the Household plans to use it as intended.

21. RSDI Payments (Exempt): Count as unearned income the Retirement, Survivors, and Disability Insurance (RSDI) benefit amount including the deduction for the Medicare premium, minus any amount that is being recouped for a prior RSDI overpayment.

a. If a person receives an RSDI check and an SSI check, exempt both checks since the person is a disqualified Household member.

b. If an adult receives a Social Security survivor's benefit check for a child, this check is considered the child's income.

22. Self-Employment Income (Count): Count as earned income, minus the allowable costs of producing the self-employment income. (Use Form 149- Self-Employment Verification Form). Self-employment income is earned or unearned income available from one's own business, trade, or profession rather than from an employer. However, some individuals may have an employer and receive a regular salary. If an employer does not withhold FICA or income taxes, even if required to do so by law, the person is considered self-employed.

a. Types of self-employment include:

i. Odd jobs, such as mowing lawns, babysitting, and cleaning houses;
ii. Owning a private business, such as a beauty salon or auto mechanic shop;
iii. Farm income; and
iv. Income from property, which may be from renting, leasing, or selling property on an installment plan. Property includes equipment, vehicles, and real property.

If the person sells the property on an installment plan, count the payments as income. Exempt the balance of the note as an inaccessible resource.

23. SSI Payments (Exempt): Only exempt Supplemental Security Income (SSI) benefits when the Household is receiving Medicaid. A person receiving any amount of SSI benefits who also receives Medicaid is, therefore, a disqualified Household member.

24. TANF (Exempt): Exempt Temporary Assistance to Needy Families (TANF) benefits. A person receiving TANF benefits also receives Medicaid and is, therefore, a disqualified Household member.

25. Terminated Income (Count): Count terminated income in the month received. Use actual income and do not use conversion factors if terminated income is less than a full month's income.

a. Income is terminated if it will not be received in the next usual payment cycle.
b. Income is not terminated if:

i. Someone changes jobs while working for the same employer,
ii. An employee of a temporary agency is temporarily not assigned,
iii. A self-employed person changes contracts or has different customers without having a break in normal income cycle, or
iv. Someone received regular contributions, but the contributions are from different sources.

26. Third-Party Payments (Exempt): Exempt the money received that is intended and used for the maintenance of a person who is not a member of the Household. If a single payment is received for more than one beneficiary, exclude the amount actually used for the non-member up to the non-member's identifiable portion or prorated portion, if the portion is not identifiable.

27. Tip Income (Count): Count the actual (not taxable) gross amount of tips as earned income. Add tip income to wages before applying conversion factors.

    a. Tip income is income earned in addition to wages that is paid by patrons to people employed in service-related occupations, such as beauticians, waiters, valets, pizza delivery staff, etc.

    b. Do not consider tips as self-employment income unless related to a self-employment enterprise.

28. Trust Fund (Count): Count as unearned income trust fund withdrawals or dividends that the Household can receive from a trust fund that is exempt from resources.

29. Unemployment Compensation Payments (Count): Count the gross amount as unearned income, minus any amount being recouped for an Unemployment Insurance Benefit (UIB) overpayment.

    Exception: Count the gross amount if the Household agreed to repay a food stamp overpayment through voluntary garnishment.

30. VA Payments (Count & Exempt):

    a. Count the gross Veterans Administration (VA) payment as unearned income, minus any amount being recouped for a VA overpayment.

    b. Exempt VA special needs payments, such as annual clothing allowances or monthly payments for an attendant for disabled veterans.

31. Vendor Payments (Exempt & Count):

    a. Exempt vendor payments if made by a person or organization outside the Household directly to the Household's creditor or person providing the service.

    b. Count as income money that is legally obligated to the Household, but which the payer makes to a third party for a Household expense.

32. Wages, Salaries, Commissions (Count): Count the actual (not taxable) gross amount as earned income.

a. If a person asks his employer to hold his wages or the person's wages are garnished, count this money as income in the month the person would otherwise have been paid.

b. If, however, an employer holds his employees' wages as a general practice, count this money as income in the month it is paid.

c. Count an advance in the month the person receives it.

33. Workers' Compensation Payments (Count): Count the gross payment as unearned income, minus any amount being recouped for a prior worker's compensation overpayment or paid for attorney's fees.

NOTE: The Texas Workforce Commission (TWC) or a court sets the amount of the attorney's fee to be paid.

a. Do not allow a deduction from the gross benefit for court-ordered child support payments.

b. Exception: Exclude worker's compensation benefits paid to the Household for out-of-pocket health care expenses. Consider these payments as reimbursements.

34. Other Types of Benefits and Payments (Exempt): Exempt benefits and payments from the following programs:

a. Americorp;
b. Child Nutrition Act of 1966;
c. Food Stamp Program – SNAP (Supplemental Nutrition Assistance Program);
d. Foster Grandparents;
e. Funds distributed or held in trust by the Indian Claims Commission for Indian tribe members under Public Laws 92-254 or 93-135;
f. Learn and Serve;
g. National School Lunch Act;
h. National Senior Service Corps (Senior Corps);
i. Nutrition Program for the Elderly (Title III, Older American Act of 1965);
j. Retired and Senior Volunteer Program (RSVP);
k. Senior Companion Program;
l. Tax-exempt portions of payments made under the Alaska Native Claims Settlement Act;
m. Uniform Relocation Assistance and Real Property Acquisitions Act (Title II;
n. Volunteers in Service to America (VISTA); and
o. Women, Infants, and Children (WIC) Program.

C. Verifying Income: Verify countable income, including recently terminated income, at initial application and when changes are reported. Verify countable income at review, if questionable. Proof may include but is not limited to:

1. Last four (4) consecutive paycheck stubs (for everyone in your Household);

2. Applicant must complete Form 128, Employment Verification Form or Form 149-Self-Employment Income;

3. Checking, Savings, and any other Financial Account Statements;

4. W-2 forms;

5. Notes for cash contributions;

6. Business records;

7. Social Security award letter;

8. Court orders or public decrees (support documents);

9. Sales records;

10. Income tax returns; and

11. Statements completed, signed, and dated by the self-employed person.

D. Documenting Income: On Form 101, document the following items.

1. Exempt income and the reason it is exempt

2. Unearned income, including the following items:

    a. Date income is verified;

    b. Type of income;

    c. Check or document seen;

    d. Amount recorded on check or document,

    e. Frequency of receipt; and

    f. Calculations used.

3. Self-employment income, including the following items:

    a. The allowable costs for producing the self-employment income.

b. Other factors used to determine the income amount.

4. Earned income, including the following items:

   a. Payer's name and address;

   b. Dates of each wage statement or pay stub used;

   c. Date paycheck is received;

   d. Gross income amount;

   e. Frequency of receipt; and

   f. Calculations used.

5. Allowable deductions

E. Misrepresentation of Income: An Applicant that Misrepresents Income is subject to the penalties for Fraud/Misrepresentation found in Section IV(D).

F. Budgeting Income

1. Count income already received and any income the Household expects to receive. If the Household is not sure about the amount expected or when the income will be received, use the best estimate.

2. Income, whether earned or unearned, is counted in the month that it is received.

3. Count terminated income in the month received. Use actual income and do not use conversion factors if terminated income is less than a full month's income.

4. View at least two pay amounts in the time period beginning 45 days before the interview date or the process date for cases processed without an interview. However, do not require the Household to provide verification of any pay amount that is older than two months before the interview date or the process date for cases processed without an interview.

5. When determining the amount of self-employment income received, verify four recent pay amounts that accurately represent their pay. Verify one month's pay amount that accurately represent their pay for self-employed income received monthly. Do not require the Household to provide verification of self- employment income and expenses for more than two calendar months before the interview date or the case process date if not interviewed, for income received monthly or more often.

6. Accept the applicant's statement as proof if there is a reasonable explanation of why documentary evidence or a collateral source is not available, and the applicant's statement does not contradict other individual statements or other information received by the entity.

7. Use at least three consecutive, current pay periods to calculate fluctuating income.

8. The self-employment income projection, which includes the current month and 3 months prior, is the period of time that the Household expects the income to support the family.

9. There are deductions for earned income that are not allowed for unearned income.

10. The earned income deductions are not allowed if the income is gained from illegal activities, such as prostitution and selling illegal drugs.

VII. RESOURCES

A. General Principles

1. A Household is not eligible if the total countable Household resources exceed:

   a. $3,000.00 when a person who is aged or has disabilities and who meets relationship requirements lives in the home; or
   b. $2,000.00 for all other Households.

2. Resources are either Countable or Exempt.

3. The resources of all Household members are considered.

4. A Household must pursue all resources to which the Household is legally entitled unless it is unreasonable to pursue the resource. Reasonable time (at least three months) must be allowed for the Household to pursue the resource, which is not considered accessible during this time.

5. Resource Restrictions:

   a. A Household is not eligible if their total countable resources exceed the limit on or after the first interview date or the process date for cases processed without an interview.

   b. In determining eligibility for a prior month, the Household is not eligible if their total countable resources exceed the limit anytime during the prior month.

   c. The applicant must not be eligible or potentially eligible for Medicaid. The District’s ICAP program is the is payor of last resort!

d. Non-Household Members: Resources from disqualified and non-Household members are excluded but may be included if processing an application for a sponsored alien.

e. Consider a joint bank account with a nonmember is inaccessible if the money in the account is used solely for the nonmember's benefit. The Household must provide verification that the bank account is used solely for the nonmember's benefit and that no Household member uses the money in the account for their benefit. If a Household member uses any of the money for their benefit or if any Household member's money is also in the account, consider the bank account accessible to the Household.

B. Types of Resources:

1. Alien Sponsor's Resources (Count):

a. Calculate the total resources accessible to the alien sponsor's Household according to the same rules and exemptions for income that apply for the sponsored alien Applicant. The total countable resources for the alien sponsor Household will be added to the total countable resources of the sponsored alien applicant.

b. Per Texas Health and Safety Code, Chapter 61, §61.012. Sec. 61.012 "sponsored alien" means a person who has been lawfully admitted to the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. Section 1101 et seq.) and who, as a condition of admission, was sponsored by a person who executed an affidavit of support on behalf of the person.

i. If the WSHD provides health care services to a sponsored alien under, the WSHD may recover from a person who executed an affidavit of support on behalf of the alien the costs of the health care services provided to the alien.
ii. The WSHD shall notify a sponsored alien and a person who executed an affidavit of support on behalf of the alien, at the time the alien applies for health care services, that a person who executed an affidavit of support on behalf of a sponsored alien is liable for the cost of health care services provided to the alien.

2. Bank Accounts (Count): Count the cash value of checking and savings accounts for the current month as income and for prior months as a resource unless exempt for another reason.

3. Prepaid Burial Insurance (Partially Exempt): Exempt up to $7,500 cash value of a prepaid burial insurance policy, funeral plan, or funeral agreement for each certified Household member. Count the cash value exceeding $7,500 as a liquid resource.

4. Burial Plots (Exempt)

5. Crime Victim's Compensation Payments (Exempt)

6. Energy Assistance Payments (Exempt): Exempt payments or allowances made under any federal law for the purpose of energy assistance.

7. Resources/Income Payments (Partially Exempt): If a payment or benefit counts as income for a particular month, do count it as a resource in the same month. If you prorate a payment income over several months, do not count any portion of the payment resource during that time.

   Example: Income of students or self-employed persons that is prorated over several months. If the client combines this money with countable funds, such as a bank account, exempt the prorated amounts for the time you prorate it.

8. Homestead (Exempt): Exempt the Household's usual residence and surrounding property not separated by property owned by others. The exemption remains in effect if public rights of way, such as roads, separate the surrounding property from the home. The homestead exemption applies to any structure the person uses as a primary residence, including additional buildings on contiguous land, a houseboat, or a motor home, as long as the Household lives in it. If the Household does not live in the structure, count it as a resource.

   a. Houseboats and Motor Homes (Count): Count houseboats and motor homes according to vehicle policy, if not considered the Household's primary residence or otherwise exempt.

   b. Own or Purchasing a Lot (Exempt): For Households that currently do not own a home, but own or are purchasing a lot on which they intend to build, exempt the lot and partially completed home.

   c. Real Property Outside of Texas: Households cannot claim real property outside of Texas as a homestead, except for migrant and itinerant workers who meet the residence requirements.

   d. Homestead Temporarily Unoccupied (Exempt): Exempt a homestead temporarily unoccupied because of employment, training for future employment, Illness (including health care treatment), casualty (fire, flood, state of disrepair, etc.), or natural disaster, if the Household intends to return.

   e. Sale of a Homestead (Count): Count money remaining from the sale of a homestead as a resource.

9. Income - Producing Property (Exempt):

   a. Exempt property that:

      i. Is essential to a Household member's employment or self- employment

(examples: tools of a trade, farm machinery, stock, and inventory). Continue to exempt this property during temporary periods of unemployment if the Household member expects to return to work;

ii. Annually produces income consistent with its fair market value, even if used only on a seasonal basis; or

iii. Is necessary for the maintenance or use of a vehicle that is exempt as income producing or as necessary for transporting a physically disabled Household member. Exempt the portion of the property used for this purpose.

b. For farmers or fishermen, continue to exempt the value of the land or equipment for one year from the date that the self-employment ceases.

10. Insurance Settlement (Count): Count, minus any amount spent or intended to be spent for the Household's bills for burial, health care, or damaged/lost possessions.

11. Lawsuit Settlement (Count): Count, minus any amount spent or intended to be spent for the Household's bills for burial, legal expenses, health care expenses, or damaged/lost possessions.

12. Life Insurance (Exempt): Exempt the cash value of life insurance policies.

13. Liquid Resources (Count): Count, if readily available. Examples include but are not limited to cash, a checking accounts, a savings accounts, a certificates of deposit (CDs), notes, bonds, and stocks.

14. Loans (Non-Educational)

a. Exempt these loans from resources. Consider financial assistance as a loan if there is an understanding that the loan will be repaid and the person can reasonably explain how he will repay it.

b. Count assistance not considered a loan as unearned income (contribution).

15. Lump-Sum Payments

a. Federal tax refunds (Count): Count permanently as income and resources for 12 months after receipt.

b. Earned Income Credit (Exempt): Exempt the Earned Income Credit (EIC) for a period of 12 months after receipt through December 31, 2018.

c. Count lump sum payments received once a year or less frequently as resources in the month received, unless specifically exempt. Countable lump-sum payments include but are not limited to lump-sum insurance settlements, lump-sum payments on child support, public assistance, refunds of security deposits on rental property or utilities, retirement benefits, and retroactive lump sum RSDI.

d. Count lump-sum payments received or anticipated to be received more often than once a year as unearned income in the month received.

e. Exception: Count contributions, gifts, and prizes as unearned income in the month received regardless of the frequency of receipt.

16. Personal Possessions (Exempt)

17. Real Property (Count): Count the equity value of real property unless it is otherwise exempt. Exempt any portion of real property directly related to the maintenance or use of a vehicle necessary for employment or to transport a physically disabled Household member. Count the equity value of any remaining portion unless it is otherwise exempt.

    a. Good Faith Effort to Sell (Exempt): Exempt real property if the Household is making a good effort to sell it.

    b. Jointly Owned Property (Exempt); Exempt property jointly owned by the Household and other individuals not applying for or receiving benefits if the Household provides proof that he cannot sell or divide the property without consent of the other owners and the other owners will not sell or divide the property.

18. Reimbursement (Exempt/Count)

    a. Exempt a reimbursement in the month received.
    b. Count as a resource in the month after receipt.

    c. Exempt a reimbursement earmarked and used for replacing and repairing an exempt resource.

    d. Exempt the reimbursement indefinitely.

19. Retirement Accounts

a. Types of Accounts:

i. A retirement account is one in which an employee and/or his employer contribute money for retirement. There are several types of retirement plans.
ii. Some of the most common plans authorized under Section 401 (a) of the Internal Revenue Services (IRS) Code are the 401 (k) plan, Keogh, Roth Individual Retirement Account (IRA), and a pension or traditional benefit plan. Common plans under Section 408 of the IRS Code are the IRA, Simple IRA and Simplified Employer Plan.
iii. A 401K plan allows an employee to postpone receiving a portion of current income until retirement.
iv. An individual retirement account (IRA) is an account in which an individual contributes an amount of money to supplement his retirement income (regardless of his participation in a group retirement plan).
v. A Keogh plan is an IRA for a self-employed individual.
vi. A Simplified Employee Pension (SEP) plan is an IRA owned by an employee to which an employer makes contributions, or an IRA owned by a self-employed individual who contributes for himself.
vii. A pension or traditional defined benefit plan is employed based and promises a certain benefit upon retirement regardless or investment performance.

b. Exclude all retirement accounts or plans established under:

i. Internal Revenue Code of 1986, Sections 401(a), 403(a), 403(b), 408, 408A, 457(b), 501(c)(18);
ii. Federal Thrift Savings Plan, Section 8439, Title 5, United States Code; and
iii. Other retirement accounts determined to be tax exempt under the Internal Revenue Code of 1986.

c. Count any other retirement accounts not established under plans or codes listed above.

20. Trust Fund (Exempt): Exempt a trust fund if all of the following conditions are met:

a. The trust arrangement is unlikely to end during the certification period; and
b. No Household member can revoke the trust agreement or change the name of the beneficiary during the certification period; and
c. The trustee of the fund is either:

i. Court, institution, corporation, or organization not under the direction or ownership of a Household member; or
ii. Court-appointed individual who has court-imposed limitations placed on the use of the funds; and

d. The trust investments do not directly involve or help any business or corporation

under the control, direction, or influence of a Household member. Exempt trust funds established from the Household's own funds if the trustee uses the funds

i. Only to make investments on behalf of the trust; or
ii. To pay the education or health care expenses of the beneficiary.

21. Vehicles (Exempt/Count):

a. Exempt a vehicle necessary to transport physically disabled Household members, even if disqualified and regardless of the purpose of the trip. Exempt no more than one vehicle for each disabled member. There is no requirement that the vehicle be used primarily for the disabled person.

b. Exempt vehicles if the equity value is less than $4,650, regardless of the number of vehicles owned by the Household. Count the value in excess of $4,650 toward the Household's resource limit.

Examples listed below:

$15,000	(FMV)
-12,450	(Amount still owed)
$2,550	(Equity Value)
-4,650	
$0	(Countable resource)

$9,000	(FMV)
- 0	(Amount still owed)
$9,000	(Equity Value)
-4,650	
$4,350	(Countable resource)

c. Income-producing Vehicles (Exempt): Exempt the total value of all licensed vehicles used for income-producing purposes. This exemption remains in effect when the vehicle is temporarily not in use. A vehicle is considered income producing if it:

i. Is used as a taxi, a farm truck, or fishing boat,
ii. Is used to make deliveries as part of the person's employment,
iii. Is used to make calls on clients or customers,
iv. Is required by the terms of employment, or
v. Produces income consistent with its fair market value.

d. Solely Owned Vehicles (Count): A vehicle, whose title is solely in one person's name, is considered an accessible resource for that person. This includes the following situations:

i. Consider vehicles involved in community property issues to belong to the person whose name is on the title.
ii. If a vehicle is solely in the Household member's name and the Household member claims he purchased it for someone else, the vehicle is considered as accessible to the Household member.

e. Exceptions: The vehicle is inaccessible if the titleholder verifies: [complete documentation is required in each of the situations below]

   i. That the vehicle was sold but title has not been transferred. In this situation, the vehicle belongs to the buyer.
      Note: Count any payments made by the buyer to the Household member or the Household member's creditors (directly) as self-employment income.
   ii. That the vehicle was sold but the buyer has not transferred the title into the buyer's name.
   iii. That the vehicle was repossessed.
   iv. That the vehicle was stolen.
   v. That he filed for bankruptcy (Title 7, 11, or 13) and that the Household member is not claiming the vehicle as exempt from the bankruptcy.

   Note: In most bankruptcy petitions, the court will allow each adult individual to keep one vehicle as exempt for the bankruptcy estate. This vehicle is a countable resource.

f. A vehicle is accessible to a Household member even though the title is not in the Household member's name if the Household member purchases or is purchasing the vehicle from the person who is the titleholder or if the Household member is legally entitled to the vehicle through an inheritance or divorce settlement.

g. Jointly Owned Vehicles (Exempt): Consider vehicles jointly owned with another person not applying for or receiving benefits as inaccessible if the other owner is not willing to sell the vehicle.

h. Leased Vehicles (Exempt): When a person leases a vehicle, they are not generally considered the owner of the vehicle because the vehicle does not have any equity value; person cannot sell the vehicle; and title remains in the leasing company's name.

   Exempt a leased vehicle until the person exercises his option to purchase the vehicle. Once the person becomes the owner of the vehicle, count it as a resource. The person is the owner of the vehicle if the title is in their name, even if the person and the dealer refer to the vehicle as leased. Count the vehicle as a resource.

i. How to Determine Fair Market Value of Vehicles:

   i. Determine the current fair market value of licensed vehicles using the average trade-in or wholesale value listed on a reputable automotive buying resource website (i. e., National Automobile Dealers Association (NADA), Edmunds, or Kelley Blue Book). **Note:** If the household claims that the listed value does not apply because the vehicle is in less-than- average condition, allow the household to provide proof of the true value from a reliable source, such as a

bank loan officer or a local licensed car dealer.

ii. Do not increase the basic value because of low mileage, optional equipment, or special equipment for the handicapped.

iii. Accept the household's estimate of the value of a vehicle no longer listed on an automotive buying resource website unless it is questionable and would affect the household's eligibility. In this case, the household must provide an appraisal from a licensed car dealer or other evidence of the vehicle's value, such as a tax assessment or a newspaper advertisement indicating the sale value of similar vehicles.

iv. Determine the value of new vehicles not listed on an automotive buying resource website by asking the household to provide an estimate of the average trade-in or wholesale value from a new car dealer or a bank loan officer. If this cannot be done, accept the household's estimate unless it is questionable and would affect eligibility. Use loan value only if other sources are unavailable. Request proof of the value of licensed antique, custom made, or classic vehicles from the household.

C. Penalty for Transferring Resources

1. A Household that transfers countable Resources for less than its fair market value or fail to disclose a Resource to qualify for health care assistance is Misrepresenting the household and subject to the penalties as provided in Section IV(D).

2. The WSHD will take into account the amount by which the transferred resource exceeds the resource maximum when added to other countable resources.

Amount in Excess of Resource Limit	**Denial Period**
$ .01 to $ 249.99	1 month
$ 250.00 to $ 999.99	3 months
$1,000.00 to $2,999.99	6 months
$3,000.00 to $4,999.99	9 months
$5,000.00 to $5,000.00 and more	12 months

3. If the spouses separate and one spouse transfers his property, it does not affect the eligibility of the other spouse.

VIII. EMPLOYMENT

A. In an effort to promote ICAP participants to be responsible for the support of themselves and their families, all applicants and all adult members of their Household must demonstrate a willingness to be employed, if practical. Therefore, all ICAP participants enrolled in the program after the date this provision of the policy is adopted, must either be:

1. Employed for at least thirty (30) hours per week; or

2. Actively seeking employment as evidenced by registration with the Texas Workforce Commission.

B. If unemployed, Applicants must produce a TWC Registration Form, which will be documented with signature of TWC office personnel within six (6) months of their initial eligibility period and at registration for each registration period thereafter. Applicants and adult members of their Household must accept jobs that they are offered.

C. If unable to work due to disability, he/she is expected to apply for disability or Medicaid benefits during the six (6) month period of eligibility.

D. Exceptions may be made to this policy in the following situations if the person:

1. Provides a dated, written statement from their assigned primary care physician which certifies that the person is medically (i.e., mentally or physically) unable to work;

2. Is solely responsible for the care of one or more children who have not yet reached the age of five years;

3. Is currently incarcerated in a jail or prison;

4. Receives food stamp benefits;

5. Age 15 or younger;

6. Age 16 or 17 and not the head of household;

7. Age 18 and attending school, including home school, or on employment training program on at least a half-time basis;

8. Age 60 or older;

9. Parent or other Household member who personally provides care for a child under age six (6) or a disabled person of any age living with the Household;

10. Three (3) to nine (9) months pregnant;

If there is ever a question as to whether or not an applicant should be exempt from work registration, contact the local Texas Workforce Commission (TWC) office when in doubt.

E. If an ICAP Client fails, without good cause, to comply with work registration requirements, the Client is disqualified disqualify him from CIHCP benefits as follows:

1. For one (1) month or until he agrees to comply, whichever is later, for the first non-compliance;

2. For three (3) consecutive months or until he agrees to comply, whichever is later, for the second non-compliance; or

3. For six (6) consecutive months or until he agrees to comply, whichever is later, for the third or subsequent non-compliance.

IX. SERVICES

A. Basic Services: The services to be provided ICAP are the basic services required by Section 61.028 of the Indigent Health Care Act that include the following:

1. Physician services include services ordered and performed by a physician that within the scope of practice of their profession as defined by state law.

2. Annual physical examinations once per calendar year by a physician or a physician assistant. Associated testing, such as mammograms, can be covered with a physician referral.

3. Immunizations that are administered by healthcare providers within the WSHD.

4. Medical screening services include blood pressure, blood sugar, and cholesterol screening.

5. Laboratory and x-ray services ordered and provided under the personal supervision of a physician in a setting other than a hospital (inpatient or outpatient).

6. Family planning services or preventive health care services that assist an individual in controlling fertility and achieving optimal reproductive and general health.

7. Medically necessary Skilled Nursing Facility (SNF) services ordered by a physician and provided in a SNF that provides daily services on an inpatient basis.

8. Prescriptions. This service includes up to three prescription drugs per month. New and refilled prescriptions count equally toward this three (3) prescription drugs per month total. Drugs must be prescribed by a physician or other practitioner within the scope of practice under law.

9. Rural Health Clinic services must be provided in a freestanding or hospital-based rural health clinic by a physician, a physician assistant, an advanced practice nurse, or a visiting nurse.

10. Medically necessary inpatient hospital services provided in an acute care hospital to hospital inpatients, by or under the direction of a physician, and for the care and treatment of patients.

11. Medically necessary outpatient hospital services must be and provided in an acute care hospital to hospital outpatients, by or under the direction of a physician, and must be diagnostic, therapeutic, or rehabilitative. Outpatient hospital services include hospital-based ambulatory surgical center (HASC) services.

12. Winnie-Stowell Hospital District ICAP shall provide for prescription medications purchased from contract providers within the boundaries of the WSDH (*See* XI(D). Prescription Drug Information).

B. Extended Healthcare Services: In addition to the Basic Service requirements set forth pursuant to Section 61.028 of the Texas Health and Safety Code, the WSHD may provide other established optional health care services that the WSHD determines to be cost-effective. The extended healthcare service(s) provide is(are):

1. Emergency Medical Services are defined as a medical services whose purpose is to provide immediate assistance to a condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in: 1) placing the patient's health in serious jeopardy; 2) serious impairment of bodily functions; or serious dysfunction of any bodily organ or part.

   The Winnie Stowell EMS ("EMS") is the WSHD's mandated provider for EMS services to patients in the WSHD's ICAP. However, EMS is independently responsible in determining the most appropriate course of treatment and healthcare provider for the ICAP client as set forth by its policies and procedures for all transported patients, including ICAP client patients.

2. Psychological Counseling Services shall be available to residents of the WSHD who qualify to attend a school in the East Chambers Independent School District. The mandated provider for the counseling service shall be provided for by a Board approved Licensed Professional Counselor or Licensed Professional Counselor-Intern.

C. Service Restrictions and Exclusions:

1. Medically Necessary Procedures

   a. Within WSHD: Healthcare providers within the WSHD are the WSHD's mandated providers and all medically necessary inpatient and/or outpatient procedures shall be performed within the boundaries of the WSHD unless specifically provided otherwise by the WSHD in this policy.

   b. Outside WSHD: Medically necessary inpatient and outpatient procedures that cannot be performed by a hospital or medical provider inside the WSHD boundaries may be treated outside of the WSHD subject to the following requirements:

      i. Procedure declared "medically necessary" by a healthcare provider inside the WSHD's boundaries;

ii. Procedure referred by the WSHD Indigent Care Director, with consideration given toward healthcare provider's recommendation; and
iii. Procedure paid for by the WSHD subject to the rules set forth in this Policy; Chapter 61 of the Texas Health & Safety Code, and the Texas Administrative Rules.

2. Unless specifically approved by the Indigent Care Director, subject to the Board's approval and oversight, the Winnie-Stowell Hospital District ICAP shall not provide, nor be financially responsible for any other services no matter where nor by whom provided, included but not limited to:

a. Any healthcare services resulting directly or indirectly from drug or alcohol abuse;
b. Abortions; unless the attending physician certifies in writing that, in his professional judgment, the mother's life is endangered if the fetus were carried to term or unless the attending physician certifies in writing that the pregnancy is related to rape or incest;
c. Air conditioners, humidifiers and purifiers, swimming pools, hot tubs, or waterbeds, whether prescribed by a physician;
d. Air Medical Transport;
e. Ambulation aids unless they are authorized by MCHD;
f. Autopsies;
g. BiPAP (Bi-level Positive Airway Pressure);
h. Charges made by a nurse for services which can be performed by a person who does not have the skill and training of a nurse;
i. Chiropractors;
j. Cosmetic (plastic) surgery to improve appearance, rather than to correct a functional disorder; here, functional disorders do not include mental or emotional distress related to a physical condition. All cosmetic surgeries require MCHD authorization;
k. Cryotherapy machine for home use;
l. Custodial care;
m. Dental care; except for reduction of a jaw fracture or treatment of an oral infection when a physician determines that a life-threatening situation exists and refers the patient to a dentist;
n. Dentures;
o. Drug or alcohol rehabilitation program or treatments.
p. Drugs, which are:
    i. Not approved for sale in the United States, or
    ii. Over-the-counter drugs (except with MCHD authorization)
    iii. Outpatient prescription drugs not purchased through the prescription drug program, or
    iv. Not approved by the Food and Drug Administration (FDA), or
    v. Dosages that exceed the FDA approval, or
    vi. Approved by the FDA but used for conditions other than those indicated by the manufacturer;
q. Durable medical equipment supplies unless they are authorized by MCHD;
r. Exercising equipment (even if prescribed by a physician), vibratory equipment, swimming or therapy pools, hypnotherapy, massage therapy, recreational therapy,

enrollment in health or athletic clubs;

s. Experimental or research programs;
t. Family planning services are not payable if other entities exist to provide these services in the WSHD;
u. For care or treatment furnished by:
   vii. Christian Science Practitioner
   viii. Homeopath
   ix. Marriage, Family, Child Counselor (MFCC)
   x. Naturopath.
v. Genetic counseling or testing;
w. Hearing aids;
x. Hormonal disorders, male or female;
y. Hospice Care
z. Hospital admission for diagnostic or evaluation procedures unless the test could not be performed on an outpatient basis without adversely affecting the health of the patient;
aa. Hospital beds;
bb. Hospital room and board charges for admission the night before surgery unless it is medically necessary;
cc. A hysterectomy shall only be performed for other medically necessary reasons, not sterilization;
dd. Immunizations and vaccines that are unable to be administered by a healthcare provider within the WSHD;
ee. Infertility, infertility studies, invitro fertilization or embryo transfer, artificial insemination, or any surgical procedure for the inducement of pregnancy;
ff. Legal services;
gg. Medical services, supplies, or expenses as a result of a motor vehicle accident or assault unless WSHD is the payor last resort;
hh. More than one physical exam per year per **active** client;
ii. Obstetrical Care;
jj. Oriental pain control (Acupuncture or Acupressure);
kk. Other CPT codes with zero payment or those not allowed by county indigent guidelines;
ll. Parenteral hyperalimentation therapy as an outpatient hospital service unless the service is considered medically necessary to sustain life. Coverage does not extend to hyperalimentation administered as a nutritional supplement;
mm. Podiatric care unless the service is covered as a physician service when provided by a licensed physician;
nn. Private inpatient hospital room except when:
   i. A critical or contagious illness exists that results in disturbance to other patients and is documented as such,
   ii. It is documented that no other rooms are available for an emergency admission, or
   iii. The hospital only has private rooms.
oo. Prosthetic or orthotic devices;
pp. Recreational therapy;
qq. Routine circumcision if the patient is more than three days old unless it is medically necessary. Circumcision is covered during the first three days of his newborn's life;

rr. Separate payments for services and supplies to an institution that receives a vendor payment or has a reimbursement formula that includes the services and supplies as a part of institutional care;
ss. Services or supplies furnished for the purpose of breaking a "habit", including but not limited to overeating, smoking, thumb sucking;
tt. Services or supplies provided in connection with cosmetic surgery unless they are authorized for specific purposes by the WSHD or its designee before the services or supplies are received and are:
    i. Required for the prompt repair of an accidental injury; or
    ii. Required for improvement of the functioning of a malformed body member
uu. Services provided by an immediate relative or Household member;
vv. Services provided outside of the United States;
ww. Services rendered as a result of (or due to complications resulting from) any surgery, services, treatments or supplier specifically excluded from coverage under this handbook;
xx. Sex change and/or treatment for transsexual purposes or treatment for sexual dysfunctions of inadequacy which includes implants and drug therapy;
yy. Sex therapy, hypnotics training (including hypnosis), any behavior modification therapy including biofeedback, education testing and therapy (including therapy intended to improve motor skill development delays) or social services;
zz. Social and educational counseling;
aaa. Spinograph or thermograph;
bbb. Surgical procedures to reverse sterilization;
ccc. Take-home items and drugs or non-prescribed drugs;
ddd. Transplants, including Bone Marrow;
eee. Treatment of flat foot (flexible pes planus) conditions and the prescription of supportive devices (including special shoes), the treatment of subluxations of the foot and routing foot care more than once every six months, including the cutting or removal of corns, warts, or calluses, the trimming of nails, and other routine hygienic care
fff. Treatment of obesity and/or for weight reduction services or supplies (including weight loss programs);
ggg. Vision Care, including eyeglasses, contacts, and glass eyes except as can be provided by
hhh. Vocational evaluation, rehabilitation or retraining;
iii. Voluntary self-inflicted injuries or attempted voluntary self-destruction while sane or insane;
jjj. Whole blood or packed red cells available at no cost to patient.

X. APPLICATION PROCEDURE

A. Complete Application: The applicant shall be responsible for the completion and submission of a Form 100-Application for Health Care Assistance. This application needs to be submitted to WSHD's Agent:

Patricia Ojeda
Indigent Care Coordinator
Winnie-Stowell Hospital District

P. O. Box 1997,
Winnie, Texas 77665
Ph: 409-296-1003
Fax 409-296-1003
patricia@wshd-tx.com

B. Incompetent Applicant: If the applicant is incompetent, incapacitated, or deceased, someone acting responsibly for the client (a representative) may represent the applicant in the application and the review process, including signing and dating the application on the applicant's behalf. This representative must be knowledgeable about the applicant and his household. Document the specific reason for designating this representation

C. Complete Application: An application will be considered complete only if it includes the following information:

1. The applicant's full name; physical address, mailing address;
2. The applicant's social security number;
3. Proof of income for the past three months to determine gross income;
4. The names and income of all other Household members and their relationship to the applicant;
5. Information about all medical insurance, and hospital or health care benefits that Household members may be eligible to receive;
6. Complete accurate information about the applicant and other Household members gross income including all assets, property, and equity value of any vehicles or property;
7. Employment status of all individuals in Household;
8. List of financial resources of all Household members;
9. The applicant's signature and date completed;
10. List of qualified dependents; and
11. All needed verifications and Forms

D. Incomplete Information: If an application is submitted and it is incomplete, it will be returned to you by mail with a Form 103-Request for Information. Applicant has fourteen (14) days from the date the application was returned to complete the application. If the application is not completed, it will be denied.

E. Attendance of Appointments: All applicants must attend an appointment with the WSHD's

Indigent Care Director to verify the application and information submitted with the application. Applicants will receive a Form 102-Appointment Notice Form and it will be the applicant's responsibility to attend the scheduled appointment. Failure to attend the appointment will result in denial of assistance.

F. Changes in Applicant's Status: After turning in a completed application, you must report any Household changes by filing a Form 101(A)-Report Changes within fourteen (14) days of the change.

1. Examples of changes that require reporting are:

   a. Address;
   b. Income;
   c. Employment;
   d. Resources
   e. Number of people living in the home;
   f. Any information from other assistance program(s).;
   g. Arrest for drug related crimes; and
   h. Arrest for alcohol related crimes.

2. Failure to give notice of change in Applicant's status is Misrepresentation and subject to the same penalties as provided for in Section IV(D) of this policy.

G. Application Complete Date: Once the application is complete, the Applicant will receive a Form 109-Eligibility Notice Form that identifies the effective date of acceptance into the ICAP. In addition, the ICAP client will receive a Prescription Voucher.

H. Retroactive Eligibility: The applicant may be retroactively eligible in any of the three (3) calendar months before the month the identifiable application is received if all eligibility criteria are met.

I. Applicant's Fiscal Year: The Fiscal Year is defined as January through December.

J. Eligibility Renewable: Once accepted into ICAP, services will be provided for six (6) full months after the acceptance date on the Eligibility Notice Form-117 or the dollar caps set forth in Section IX per Fiscal Year.

1. Each applicant is responsible for reapplying for benefits at the end of the six (6) month period.

2. Indigent Health Care Director shall send out Form 102-Appointment Notice a month before the expiration of benefits.

3. Denied applications may be appealed at any time a change in circumstances or conditions justify a re-determination of eligibility.

K. Denial of Applications: Applicants that are denied admission into the ICAP will receive Form 117-Notice of Ineligibility. The Denial Date is the date the Form 117- Notice of Ineligibility is issued.

XI. MAXIMUM HOSPITAL DISTRICT LIABILITY

A. To the extent the WSHD is financially able to do so, the maximum amount paid by WSHD to an ICAP recipient ("Client") for each Fiscal Year for health care services provided by all assistance providers, including hospital care is:

1. $30,000; or

2. The payment of thirty (30) days of hospitalization or treatment in a skilled nursing facility, or both, or $30,000, whichever occurs first, if the WSHD provides hospital or skilled nursing facility services to the resident.

B. Outpatient Referrals to University of Texas Medical Branch-Galveston ("UTMB"): The maximum annual WSHD liability per Client referred to UTMB pursuant to the Interlocal Agreement between UTMB and WSHD agree shall be $60,000 for services provided by UTMB.

C. The payment standard is determined by the day the claim is paid. WSHD ICAP approved providers must dispense services and supplies.

D. Prescriptions Drug Information

1. WSHD prescription drug service includes a minimum of three medications per month regardless of the price of the medication, excluding experimental or cancer medications. In the alternative, if a Client has more than three medications and the cost of the three medications is less than $150.00, the WSHD will pay up to a total of $150.00 for the Client's medications.

2. For example, if a Client has six (6) prescriptions that need to be filled each month and three prescriptions cost $25.00 each (or $75.00 total), the Client would have $75.00 left over each month to use on other prescriptions.

3. The quantity of drugs prescribed depends on the prescribing practice of the provider and the needs of the Client. However, each prescription is limited to a thirty (30) day supply.

4. New and refilled medications count equally toward the three medications per month total. Drugs must be prescribed by a physician or other practitioner within the scope of practice under law.

5. The quantity of each prescription depends on the prescribing practice of the physician and the needs of the Client.

E. Exclusion and Limitations: Basic and Extended Health Care Services do not Include Services and Supplies that are:

1. Provided to a Client before or after the time period that Client is eligible for the WSHD ICAP;

2. Payable by or available under any health, accident, or other insurance coverage; by any private or governmental benefit system; by a legally liable third party, or under other contract;

3. Provided by military medical facilities. Veterans Administration facilities, or United State public health service hospitals;

4. Related to any condition covered under the worker's compensations laws or any other payor source.

XII. APPEALS PROCESS FOR DENIAL OF ICAP BENEFITS

A. Applicants have the right to appeal a denial of their application or eligibility.

B. All appeals must be in writing and filed within ninety (90) days of the Denial Date.

C. Appeals shall be submitted to the WSHD or the Agent of the WSHD, Indigent Care Director with the Winnie-Stowell Hospital District Indigent Health Care Department and state the reason(s) why the applicants should be considered eligible.

D. The Chair of the Board of Directors of WSHD or his/her appointed designee serve as the Hearing Officer.

E. The Hearing Officer shall have the authority to hold an evidentiary hearing or decide the case from the case file and documentation provided including any and all documents presented with the appeal.

F. The Hearing Officer's decision is administratively final and non-appealable.

G. Appellant will be notified in writing of the decision.

H. Copies of all hearing decisions will be maintained for a period of one (1) year in the WSHD office.

I. In the event that the District and the Applicant cannot resolve the appeal, the District must submit a Form 106, Eligibility Dispute Resolution Request, within ninety (90) days to the Texas Commission on Health and Human Services Commission.

XIII. MANDATED PROVIDER INFORMATION:

Policy regarding reimbursement requests from Non-Mandated Providers for the provision of Emergency and Non-Emergency Services.

A. Continuity of Care: It is the intent of the WSHD to assure continuity of care is received by the patients who are on enrolled in the ICAP. For this purpose, mandated provider relationships have been established and maintained for the best interest of the patients' health status. The client/patient has the network of mandated providers explained to them and signs a document to this understanding at the time of eligibility processing in the WSHD Office. Additionally, they demonstrate understanding in a like fashion that failure to use mandated providers, unless otherwise authorized, will result in them bearing independent financial responsibility for their actions.

B. Prior Approval: A Non-Mandated Provider must obtain approval from the WSHD's Indigent Care Director before providing health care services to an active ICAP client. Failure to obtain prior approval or failure to comply with the notification requirements below will result in rejection of financial reimbursement for services provided.

C. Mandatory Notification Requirements:

1. "Non-Mandated Providers" are all healthcare providers that do not satisfy the criteria set forth in Section V(C)(1) of this policy.

2. The Non-Mandated Provider shall attempt to determine if the patient resides within WSHD's service area when the patient first receives services if not beforehand as the patient's condition may dictate.

3. The provider, the patient, and the patient's family shall cooperate with the WSHD in determining if the patient is an active client in the ICAP of the WSHD for healthcare services.

4. Each individual provider is independently responsible for their own notification on each case as it presents.

5. If a Non-Mandated Provider delivers emergency or non-emergency services to an ICAP participant who the provider suspects might be an active client in the ICAP the District, the provider shall notify the District's Indigent Care Director that services have been or will be provided to the patient. The notice shall be made:

    a. By telephone not later than the 72nd hour after the provider determines that the patient resides in the District's service area and is suspect of being an active client on the District ICAP; and

    b. By mail postmarked no later than the fifth (5th) working day after the date on which the provider determines that the patient resides in the District's service area.

D. Authorization: The District's Indigent Care Director may authorize health care services to

be provided by a Non-Mandated Provider to an ICAP clients only:

1. In an emergency (as defined below and interpreted in Section V(B)(1) of this policy;

2. When it is medically inappropriate for the District's mandated provider to provide such services; or

3. When adequate medical care is not available through the mandated provider.

E. Reimbursement: In such event, the District shall provide written authorization to the non-mandated provider to provide such health care services as are medically appropriate, and thereafter the District shall assume responsibility for reimbursement for the services rendered by the Non-Mandated Provider at the reimbursement rates approved for the District's mandated provider, generally but not limited to, being those reimbursement rates approved by the Texas Department of State Health Services pursuant to the County Indigent Health Care And Treatment Act. Acceptance of reimbursement by the Non-Mandated Provider will indicate payment in full for services rendered.

F. If a Non-Mandated Provider delivers emergency or non-emergency services to a patient who is on enrolled in the ICAP of the District and fails to comply with this policy, including the mandatory notice requirements, the Non-Mandated Provider is not eligible for reimbursement for the services from the District.

G. Return to Mandated Provider: Unless authorized by the District's Indigent Care Director to provide health care services, a Non-Mandated Provider, upon learning that the District has selected a mandated provider, shall see that the patient is transferred to the District's selected mandated provider of health care services.

H. Service Delivery Dispute Resolution

1. Appeals of Adverse Benefits Determinations: All claims and questions regarding health claims should be directed to the Indigent Care Director. The District shall be ultimately and finally responsible for adjudicating such claims and for providing full and fair review of the decision on such claims in accordance with the following provisions. Benefits under the ICAP will be paid only if District decides in its discretion that the Provider is entitled to them under the applicable program rules in effect at the time services were rendered.

2. Each Provider claiming benefits under the ICAP shall be responsible for supplying, at such times and in such manner as the District, in its sole discretion may require, written proof that the expenses were incurred or that the benefit is covered under the Plan. If District, in its sole discretion, shall determine that the Provider has not incurred an allowable expense, provided a service as set forth in the ICAP; that the benefit is not covered under the ICAP, or if the Provider shall fail to furnish such proof as is requested, no benefits shall be payable under the Plan.

NOTE: PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 271.154, THE EXHAUSTION OF THE FOLLOWING APPEAL PROCEDURES SHALL BE A PRECONDITION TO THE INSTITUTION OF LITIGATION AGAINST THE DISTRICT FOR PAYMENT OF A CLAIM ARISING FROM PROVIDER'S PROVISION OF SERVICES TO A ICAP CLIENT. ANY SUIT FILED PRIOR TO THE EXHAUSTION OF THE FOLLOWING APPEAL PROCEDURES SHALL BE SUBJECT TO ABATEMENT UNTIL SUCH APPEAL PROCEDURES HAVE BEEN EXHAUSTED.

3. Full and Fair Review of All Claims: In cases where a claim for benefits is denied, in whole or in part, and the Provider believes the claim has been denied wrongly, the Provider may appeal the denial and review pertinent documents, including the Covered Services and fee schedules pertaining to such Covered Services. The claims procedures of the ICAP afford a Provider with a reasonable opportunity for a full and fair review of a claim and adverse benefit determination. More specifically, the program provides:

   a. Provider at least 95 days following receipt of a notification of an initial adverse benefit determination within which to appeal the determination and 60 days to appeal a second adverse benefit determination;

   b. Provide the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits;

   c. For an independent review that does not afford deference to the previous adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan, who shall be neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;

   d. For a review that takes into account all comments, documents, records, and other information submitted by the Provider relating to the claim, without regard to whether such information was submitted or considered in any prior benefit determination;

   e. That, in deciding an appeal of any adverse benefit determination that is based in whole or in part upon a medical judgment, the District shall consult with one or more health care professionals who have appropriate training and experience in the field of medicine involved in the medical judgment, and who are neither individuals who were consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinates of any such individual;

   f. For the identification of medical or vocational experts whose advice was obtained on behalf of the District in connection with a claim, even if the District did not rely upon their advice; and

   g. That a Provider will be provided, upon request and free of charge, reasonable access

to, and copies of, all documents, records, and other information relevant to the Provider's claim for benefits to the extent such records are in possession of the District, or independent consultant, information regarding any voluntary appeals procedures offered by the District; any internal rule, guideline, protocol or other similar criterion relied upon in making the adverse determination; and an explanation of the scientific or clinical judgment for the determination, applying the terms of the ICAP to the Client's medical circumstances.

4. First Appeal Level

   a. Requirements for First Appeal: The Provider must file the first appeal in writing within ninety-five (95) days following receipt of the notice of an adverse benefit determination. Otherwise the initial determination stands as the final determination and is not appealable. To file an appeal, the Provider's appeal must be addressed as follows and either mailed or faxed as follows:

      Indigent Care Director/Coordinator
      Winnie-Stowell Hospital District
      P. O. Box 1997
      Winnie, Texas 77665
      Ph: 409-296-1003
      Fax 409-400-4023
      patricia@wshd-tx.com

   b. It shall be the responsibility of the Provider to submit proof that the claim for benefits is covered and payable under the provisions of the Plan. Any appeal must include the following information:

      i. The name of the Client/Provider;
      ii. The Client's social security number (Billing ID);
      iii. The Client's ICAP #;
      iv. All facts and theories supporting the claim for benefits. Failure to include any theories or facts in the appeal will result in their being deemed waived. In other words, the Provider will lose the right to raise factual arguments and theories, which support this claim if the Provider fails to include them in the appeal;
      v. A statement in clear and concise terms of the reason or reasons for disagreement with the handling of the claim; and
      vi. Any material or information that the Provider has which indicates that the Provider is entitled to benefits under the Plan.

5. If the Provider provides all of the required information, the District's Indigent Care Director will responsible to facilitate a prompt decision on whether Provider's claim will be eligible for payment under the Plan in an expedited manner or in order to not harm the ICAP client.

6. Second Appeal Level

   a. Adverse Decision on First Appeal; Requirements for Second Appeal: Upon receipt of notice of the Plan's adverse decision regarding the first appeal, the Provider has an additional 60 days to file a second appeal of the denial of benefits. The Provider again is entitled to a "full and fair review" of any denial made at the first appeal, which means the Provider has the same rights during the second appeal as he or she had during the first appeal. As with the first appeal, the Provider's second appeal must be in writing and must include all of the items and information set forth in the section entitled "Requirements for First Appeal" And shall additionally include a brief statement setting forth the Provider's rationale as to why the initial appeal decision was in error.

   b. To file an appeal, the Provider's appeal must be addressed as follows and either mailed or faxed as follows:

      Mrs. Sherrie Norris
      Administrator
      Winnie-Stowell Hospital District
      P. O. Box 1997
      Winnie, Texas 77665
      Ph: 409-296-1003
      Fax 409-296-1003
      snorris@wshd-tx.com.

7. Subject to the Second Appeal being presented to Administrator before the District gives notice of its next regularly scheduled meeting, the District's Administrator shall include an agenda item for the appeal at the next regularly scheduled meeting and the Board will consider the appeal in executive session. Thereafter, it will render its decision as allowed pursuant to the Texas Open Meetings Act and the various state and federal medical privacy laws within fourteen (14) days of the meeting.

8. The decision by the District's Board Second Appeal will be final, binding and conclusive and will be afforded the maximum deference permitted by law. All claim review procedures provided for in the ICAP must be exhausted before any legal action is brought. Any legal action for the recovery of any benefits must be commenced within one (1) year after the claim review procedures have been exhausted or legal statute.

IX. PROCEDURE TO CHANGE ELIGIBILITY OR SERVICES PROVIDED

Pursuant to Section 61.063 of the Health and Safety Code, WSHD may not change its eligibility standards to make the standards more restrictive and may not reduce the health care services it offers unless it complies with the requirements of this section:

A. Publish Notice of Intent to Change: Post Notice in Newspaper ninety (90) days before the date on which a change would take effect. This notice of the proposed change must be published in a newspaper of general circulation in the hospital's service area and set a date for a public hearing on the change. The published notice must include the date, time, and place of the public meeting. The notice is in addition to the notice required by Chapter 551, Government Code.

B. Public Hearing: The WSHD shall have a public hearing no later than the thirtieth (30^{th}) day before the date on which the change would take effect. The meeting must be held at a convenient time in a convenient location in the hospital's service area. Members of the public may testify at the meeting.

C. Formally Adopt Policy Change: If, based on the public testimony and on other relevant information, the WSHD's Board finds that the change would not have a detrimental effect on access to health care for the residents the WSHD serves; the WSHD may adopt the change. This finding must be formally adopted.

X. FORMS

A. Form 100-Application for Healthcare
B. Form 101-Worksheet
C. Form 101(A)-Report Changes
D. Form 102-Appointment Notice Form
E. Form 103-Request for Information
F. Form 104-Health Care Services Record
G. Form 106-Eligibility Dispute Resolution Request
H. Form 108-Case Record Information Release
I. Form 109-Notice of Eligibility
J. Form 117-Notice of Ineligibility
K. Form 128-Employment Verification
L. Form 149-Self-Employment Income
M. Prescription Drug Voucher
N. Authorization of Background Check Form
O. Authorization for Release of Information
P. Privacy Policy
Q. Fraud/Misrepresentation & Disruptive Behavior Policy

WINNIE STOWELL HOSPITAL DISTRICT
WWW.WSHD-TX.ORG

P.O. Box 1997
Winnie, Texas 77665
Phone: 409-296-1003

Authorization for Background Checks

Applicant (Print Name)	**Social Security Number**	**Date of Birth** / /
Spouse (Print Name)	**Social Security Number**	**Date of Birth** / /

I hereby give permission to the Winnie Stowell Hospital District to obtain a background check from the Texas Workforce Commission, Department of Motor Vehicles Registration, Credit Bureau, LexisNexis, Accurint and any other sources that may need to be contacted to determine my eligibility for the Indigent Care Assistance Program

Applicant Signature **Date**

Spouse Signature **Date**

Subscribed and sworn to (affirmed) before me this_____day of_____, _____
(Day) (Month) (Year)

at_____. Notary Public in and for the State of Texas.
(Place of Notary)

My commission expires on_____.
(MM/DD/YY)

Notary Signature

WINNIE STOWELL HOSPITAL DISTRICT
WWW.WSHD-TX.ORG

P.O. Box 1997
Winnie, Texas 77665
Phone: 409-296-1003

Authorization for Release of Information

Applicant Name: _____

I hereby give permission to the Winnie Stowell Hospital District ("WSHD") to contact any source to verify the statements I have made in my application. I understand that a background check company and the Texas Workforce Commission will be contacted. I will cooperate fully with the WSHD personnel to obtain any information necessary to verify statements about my eligibility. I understand that random home visits will be conducted.

_____ **(Print name of Authorized Representative)** is my representative and I give the WSHD permission to speak to them in person or on the phone at any time regarding my eligibility or benefits under the WSHD Indigent Care Assistance Program ("ICAP")

I have been told and I understand that my failure to meet the obligations set forth or the unlawful use of ICAP benefits can result in the recovery of any loss by repayment, or by the filing of criminal or civil charges against me.

I give permission for my legal counsel or the Social Security Administration to release information regarding my application or appeal for SSI Disability benefits. I also give permission for any providers treating me to release my medical records to the WSHD for the purpose of determining proper referrals and/or determining whether or not the services provided meet the criteria for payment by the WSHD ICAP.

Acknowledgment of Receipt of Notice of Privacy Practices

I understand that as part of the provision of healthcare services, WSHD creates and maintains health records and other information describing, among other things, my health and medical history, symptoms, examination and test results, diagnoses, treatment, and any plans for future care or treatment.

I have been provided with a Notice of Privacy Practices that provides a more complete description of the uses and disclosures of certain health information. I have read and understand that document. I consent to the use and disclosure, by WSJD and its agents of my medical and health information and/or protected health information as is stated in the Notice of Privacy Practices. I understand that WSHD County reserves the right to change its Notice and practices with regard to the use and disclosure of health information. I understand that I have the right to request restrictions as to how my health information may be used or disclosed for treatment, payment, or healthcare operations, but that Collin County is not required to agree to the requested restrictions.

This authorization is effective for one (1) year from the date of signature below.

_____

Applicant Signature **Date**

WINNIE STOWELL HOSPITAL DISTRICT
PRIVACY POLICY

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATIN ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE READ IT CAREFULLY

If you have any questions about this Notice, please contact: Indigent Care Director by calling 409-296-1003.

We are required by law to maintain the privacy of protected health information and to provide patients with notice of our legal duties and privacy practices with respect to protected health information. This Notice of Privacy Practices describes how we may use and disclose your protected health information to carry out treatment, payment or health care operations and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. "Protected health information" is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services.

We are required to abide by the terms of this Notice of Privacy Practices. We may change the terms of our notice, at any time. The new notice will be effective for all protected health information that we maintain at that time. Upon your request, we will provide you with any revised Notice of Privacy Practices by either mailing the revised Notice to an address you provide or by delivering a revised Notice to you at our office.

1. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

Uses and Disclosures of Protected Health Information for Treatment, Payment and Health Care Operations

We are permitted to use and disclose your protected health information for treatment, payment and health care operations as described in this Section 1. Your protected health information may be used and disclosed by us and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you. Your protected health information may also be used and disclosed to facilitate payment of your health care bills and to support our operations.

Following are examples of the types of uses and disclosures of your protected health care information that we are permitted to make. These examples are not meant to be exhaustive, but to describe the types of uses and disclosures that may be made by our office.

Treatment: We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party that has already obtained your permission to have access to your protected health information. For example, we would disclose your protected health information, as necessary, to a home health agency that provides care to you. We will also disclose protected health information to other physicians and health care providers who may be treating you: i.e. your protected health information may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to diagnose or treat you.

In addition, we may disclose your protected health information from time-to- time to another physician or health care provider (e.g., a specialist or

laboratory) who, at our request, becomes involved in your care by providing assistance with your health care diagnosis or treatment.

Payment: Your protected health information may be used, as needed, to obtain payment for your health care services. This may include certain activities that a payor (whether a governmental entity or private insurance or other health plan) may undertake before it approves or pays for the health care services we recommend for you, such as making a determination of eligibility or coverage for insurance benefits, reviewing services provided to you for medical necessity, and undertaking utilization review activities. Your protected health information may be used, as needed, to obtain reimbursement from a sponsor who signed an I-864 affidavit of support on your behalf.

Healthcare Operations: We may use or disclose, as needed, your protected health information in order to support the business activities of our office. These activities include but are not limited to: quality assessment activities; employee review activities; training of medical students, other practitioners, or non-health care professionals; accreditation; certification; licensing; credentialing; and conducting or arranging for other business activities. For example, we may use and disclose your protected health information when training and reviewing our staff. We may use or disclose your protected health information, as necessary, to contact you to remind you of upcoming appointments.

If you are a job applicant, existing employee, or a family member of an employee covered by the County's health insurance, we will share your protected health information with the Collin County Human Resources Department, and/or supervising department as part of routine business operations. Some examples of situations where your information would be shared are: post-offer/pre-employment health screening outcomes; wellness screening outcomes; random drug screening outcomes; and Department of Transportation physical outcomes.

We will share your protected health information with third party "business associates" that perform various activities (e.g., auditing, legal) for us. Whenever an arrangement between our office and a business associate involves the use or disclosure of your protected health information, we will have a written contract that contains terms that will protect the privacy of your protected health information. This requirement will not apply if the business associate is a "health care component" designated by our governing body.

We may use or disclose your protected health information, as necessary, to provide you with information about treatment alternatives or other health-related benefits and services we offer that may be of interest to you. You may contact our Privacy Official to request that these materials not be sent to you.

Emergencies: We may use or disclose your protected health information in an emergency treatment situation.

i. Other Uses and Disclosures of Protected Health Information Based upon Your Written Authorization

Other uses and disclosures of your protected health information will be made only with your written authorization, unless otherwise permitted or required by law as described below. You may revoke this authorization, at any time, in writing, except to the extent that we have taken an action in reliance on the use or disclosure indicated in the authorization.

ii. Other Permitted Uses and Disclosures to Which You May Agree or Object

We may use and disclose your protected health information in the following instances. You have the opportunity to agree or object to the use or disclosure of all or part of your protected health information. If you are not present or able to agree

or object to the use or disclosure of the protected health information, then we may, using professional judgment, determine whether the disclosure is in your best interest. In this case, only the protected health information that is relevant to your health care will be disclosed.

Others Involved in Your Healthcare: Unless you object, we may disclose to a member of your family,

a relative, a close friend or any other person you identify, your protected health information that directly relates to that person's involvement in your health care. If you are not present or unable to agree or object to such a disclosure because of your incapacity or an emergency circumstance, we may disclose such information as necessary if we determine that it is in your best interest based on our professional judgment. We may use or disclose protected health information to notify or assist in notifying a family member, personal representative or any other person that is responsible for your care of your location, general condition or death. Finally, we may use or disclose your protected health information to an authorized public or private entity to assist in disaster relief efforts and to coordinate uses and disclosures to family or other individuals involved in your health care.

iii. Other Permitted and Required Uses and Disclosures That May Be Made Without Your Consent, Authorization or Opportunity to Object

We may use or disclose your protected health information in the following situations without your consent or authorization. These situations include:

Required By Law: We may use or disclose your protected health information to the extent that the use or disclosure is required by law. The use or disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law. If required by law, you will be notified of any such uses or disclosures.

Public Health: We may disclose your protected health information for public health activities and purposes to a public health authority that is permitted by law to collect or receive the information. The disclosure will be made for the purpose of controlling disease, injury or disability. We may also disclose your protected health information, if directed by the public health authority, to a foreign government agency that is collaborating with the public health authority.

Communicable Diseases: We may disclose your protected health information, if authorized by law, to a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading the disease or condition.

Abuse or Neglect: We may disclose your protected health information to a public health authority or other government authority that is authorized by law to receive reports of child abuse or neglect. In addition, if we believe that you have been a victim of abuse, neglect or domestic violence we may disclose your protected health information to the governmental entity or agency authorized to receive such information. In this case, the disclosure will be made consistent with the requirements of applicable federal and state laws.

Health Oversight: We may disclose protected health information to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws.

Food and Drug Administration: We may disclose your protected health information to a person or company required by the Food and Drug

verse events, product defects or problems, biological product deviations; to track products; to enable product recalls; to make repairs or replacements; or to conduct post marketing surveillance, as required.

Legal Proceedings: We may disclose protected health information in the course of any judicial or administrative proceeding in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), and in response to a subpoena, discovery request or other lawful process as permitted by law. We may disclose protected health information in the course of any legal proceedings which seek reimbursement from a sponsor who signed an I-864 affidavit of support on your behalf.

Law Enforcement: We may disclose protected health information, so long as applicable legal requirements are met, for law enforcement purposes. Such disclosures include (1) the reporting of certain physical

injuries; (2) responding to legal processes; (3) providing limited information for identification and location purposes, (4) providing law enforcement officials with information pertaining to victims of a crime; (5) reporting deaths possibly resulting from criminal conduct; (6) reporting a crime that occurs on our premises; and (7) reporting criminal activity outside our premises that results in emergency medical services.

Coroners, Funeral Directors, and Organ Donation: We may disclose protected health information to a coroner or medical examiner for identification purposes, determining cause of death or for the coroner or medical examiner to perform other duties authorized by law. We may also disclose protected health information to a funeral director, as authorized by law, in order to permit the funeral director to carry out his/her duties. We may disclose such information in reasonable anticipation of death. Protected health information may be used and disclosed for cadaveric organ, eye or tissue donation purposes.

Research: We may disclose your protected health information to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your protected health information.

Serious Threat to Health or Safety: Consistent with applicable federal and state laws, we may disclose your protected health information if we believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. We may also disclose protected health information if it is necessary for law enforcement authorities to identify or apprehend an individual.

Military Activity and National Security: When the appropriate conditions apply, we may use or disclose protected health information of individuals who are Armed Forces personnel (1) for activities deemed necessary by appropriate military command authorities; (2) for the purpose of a determination by the Department of Veterans Affairs of your eligibility for benefits, or (3) to foreign military authority if you are a member of that foreign military services. We may also disclose your protected health information to authorized federal officials for conducting national security and intelligence activities, including for the provision of protective services to the President or certain other individuals.

Inmates: We may use or disclose your protected health information if you are an inmate of a correctional facility and we created or received your protected health information in the course of providing care to you.

Workers' Compensation: Your protected health information may be disclosed by us as authorized to comply with workers' compensation laws and other similar legally established programs.

Sponsored Immigrant (I-864 Affidavit of Support): Your protected health information may be disclosed as part of a request for reimbursement from a person who sponsored your admissibility into the United States by signing an I-864 on your behalf. Additionally, your protected health information may be disclosed in public legal proceedings if we pursue legal proceedings against a sponsor who signed an I-864 affidavit of support on your behalf.

Project Access-Collin County, Inc.: Your protected health information may be disclosed in order to provide continuity of care through Collin County's participation in the Project Access—Collin County, Inc. program.

Required Uses and Disclosures: Under the law, we must make disclosures to you and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of Title 45, Code of Federal Regulations, Parts 160 and 164.

2. YOUR RIGHTS

Following is a statement of your rights with respect to your protected health information and a brief description of how you may exercise these rights.

You have the right to request a restriction of your protected health information. This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes

as described in this Notice of Privacy Practices. Your request must state the specific restriction requested and to whom you want the restriction to apply.

We are not required to agree to a restriction that you may request. If we believe it is in your best interest to permit use and disclosure of your protected health information, your protected health information will not be restricted. If we agree to the requested restriction, we may not use or disclose your protected health information in violation of that restriction unless it is needed to provide emergency treatment. Additionally, if you are a sponsored immigrant and we need to use your protected health information in order to seek reimbursement from the person who sponsored you with an I-864 affidavit of support, your protected health information will not be restricted when communicating with your sponsor or pursuing legal action against your sponsor. With this in mind, please discuss any restriction you wish to request with your health care provider. You may request a restriction by completing a "Restriction of use and Disclosures Request Form," which you may obtain from our Privacy Official.

You have the right to request to receive confidential communications from us by alternative means or at an alternative location. We will accommodate reasonable requests. We may also condition this accommodation by asking you for information as to how payment will be handled or specification of an alternative address or other method of contact. We will not request an explanation from you as to the basis for the request. Please make this request in writing to our Privacy Official.

You have the right to inspect and copy your protected health information. This means you may inspect and obtain a copy of protected health information about you that is contained in a designated record set for as long as we maintain the protected health information. A "designated record set" contains medical and billing records and any other records that we use for making decisions about you.

Under federal law, however, you may not inspect or copy the following records: psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding; and protected health information that is subject to any law that prohibits access to protected health information. Depending on the circumstances, a decision to deny access may be reviewable. Please contact our Privacy Official if you have questions about access to your medical record.

You may have the right to have us amend your protected health information. This means you may request an amendment of protected health information about you in a designated record set for as long as we maintain this information. Requests for amendment must be in writing and must provide a reason to support each requested amendment. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal. Please contact our Privacy Official if you have questions about amending your protected health information.

You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information. This right applies to disclosures for purposes other than treatment, payment or healthcare operations as described in this Notice of Privacy Practices. It excludes disclosures we may have made to you, to family members or friends involved in your care, for notification purposes, and for other purposes, as permitted by law. You have the right to receive specific information regarding these disclosures that occurred after April 14, 2003 and during the six years prior to your request. You may request a shorter timeframe. The right to receive this information is subject to certain exceptions, restrictions and limitations.

You have the right to obtain a paper copy of this notice from us, upon request, even if you have agreed to accept this notice electronically.

3. COMPLAINTS

You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated by us. You may file a complaint with us by notifying the person named below of your complaint. We will not retaliate against you for filing a complaint.

For further information about the complaint process, or to file a complaint, contact:

- **Indigent Care Director**
- 520 Broadway, Winnie, TX 77665
- Phone409-296-1003
- Fax 409-400-4023

For further information about filing a complaint with the Secretary of Health and Human Servers, or to file a complaint, contact:

U.S. Dept. of Health & Human Services, Office for Civil Rights
Medical Privacy, Complaint Division 200 Independence Avenue, SW HHH Building, Room 509H Washington, D.C. 20201
Phone: 866-627-7748, TTY: 886-788-4989

_____ _____

Applicant Signature Date

WINNIE STOWELL HOSPITAL DISTRICT
WWW.WSHD-TX.ORG
P.O. Box 1997
Winnie, Texas 77665
Phone: 409-296-1003

WINNIE STOWELL HOSPITAL DISTRICT
FRAUD/MISREPRESENTATION & DISRUPTIVE BEHAVIOR POLICY

Definition

1. Fraud/Misrepresentation" is the deliberate misrepresentation of a material fact for the purpose of acquiring benefits. Fraud/Misrepresentation includes the failure to notify the Winnie Stowell Hospital District ("WSHD") of changes that affect an applicant's ability to participation in the WSHD's Indigent Care Assistance Program ("ICAP").

2. Arrest for Drug or Alcohol Offenses: Failure to report any drug or alcohol arrest or convictions at the time of filing an application to participate in the ICAP or after constitutes Fraud/Misrepresentation.

3. At Fault Injuries: Failure to notify the District of injuries sustained due to a motor vehicle accident or an assault in which medical expenses are incurred by the District related to that accident or assault, unless proper documentation is provided showing no other liability, constitutes Fraud/Misrepresentation.

4. Notice of Lawsuit: Failure to give notice of any personal injury lawsuit or settlement in which medical expenses are incurred by the District and the ICAP client has the chance to receive or receives a monitory award is Fraud/Misrepresentation.

5. "Disruptive Behavior" is any inappropriate language or behavior that is rude; disruptive; combative; threatening, or abusive to the WSHD staff or staff of any healthcare provider while participating in the WSDH's ICAP.

Procedure

When the Winnie Stowell Hospital District ("WSHD") staff has reason to believe that an applicant for the Indigent Care Assistance Program ("ICAP") has committed Fraud/Misrepresentation or displays Disruptive Behavior, the following procedures shall be followed:

1. Immediately upon receiving knowledge of any Fraud/Misrepresentation or Disruptive Conduct, WSHD staff shall notify the ICAP client, in writing, of the alleged violation of the ICAP.

2. During any investigation of Fraud/Misrepresentation and/or Disruptive Conduct, the ICAP client shall be administratively ineligible to participate in the ICAP.

3. Staff shall investigate all cases of suspected fraud and shall collect and document evidence.

4. During the investigation, the client shall be administratively ineligible from ICAP.

5. Staff shall issue its findings in writing.

6. If the Client disputes the decision of the WSHD staff, the Client can the decision within ninety (90) days of the issuance of staff's findings.

    a. Appeals shall be submitted to the WSHD or the Agent of the WSHD, Indigent Care Director with the Winnie-Stowell Hospital District Indigent Health Care Department and state the reason(s) why the applicants should be considered eligible.
    b. The Chair of the Board of Directors of WSHD or his/her appointed designee serve as the Hearing Officer.
    c. The Hearing Officer shall have the authority to hold an evidentiary hearing or decide the case from the case file and documentation provided including any and all documents presented with the appeal.
    d. The Hearing Officer's decision is administratively final and non-appealable.
    e. In the event that the District and the Applicant or Client cannot resolve the dispute, the District must submit a Form 106, Eligibility Dispute Resolution Request, within ninety (90) days to the Texas Commission on Health and Human Services Commission.

Consequence of Fraud

If the WSHD staff determines that the allegations Fraud/Misrepresentation or Disruptive Conduct have merit, staff of the WSHD has discretion to discipline the Client in a manner consistent with violation of the ICAP, including but not limited to:

1. Termination from the ICAP;
2. The repayment of ICAP benefits; and
3. Criminal prosecution under the Texas Penal Code.

Applicant Signature Date