

Exhibit “A-1”

Winnie-Stowell Hospital District

Balance Sheet

As of March 31, 2023

04/17/23

Accrual Basis

	<u>Mar 31, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
100 Prosperity Bank -Checking	178,197.85
104c Stellar Bank -CD#1771	7,029,152.70
105 TexStar	708,743.93
108 Stellar Bank NH Combined	2,509,186.06
109 First Financial Bank	28,998,401.32
Total Checking/Savings	39,423,681.86
Other Current Assets	
110 Sales Tax Receivable	132,417.87
114 Accounts Receivable NH	48,284,816.91
116 - A/R Gulf Cost CHOW - LOC	2,280,000.00
117 NH - QIPP Prog Receivable	13,698,852.03
118 Prepaid Expense	35,694.65
119 Prepaid IGT	10,881,105.66
Total Other Current Assets	75,312,887.12
Total Current Assets	114,736,568.98
Fixed Assets	
120 Equipment	140,654.96
121 Office Building	129,483.00
122 Highway 124 Property	1,197,231.85
123 Highway 124 Building	113,613.00
125 Accumulated Depreciation	-148,854.64
Total Fixed Assets	1,432,128.17
TOTAL ASSETS	<u>116,168,697.15</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
190 NH Payables Combined	2,393,110.98
201 NHP Accounts Payable	4,558,038.81
210.21 Loan Payable 21 QIPP 6	9,014,433.31
210.22 Loan Payable 22 QIPP 7	13,057,329.45
210.50 Allegiance Bk Ln 6 QIPP6	7,000,000.00
225 FUTA Tax Payable	112.00
230 SUTA Tax Payable	251.31
235 Payroll Liabilities	1,060.30
240 Accounts Payable NH	59,127,824.13
Total Other Current Liabilities	95,152,160.29
Total Current Liabilities	95,152,160.29
Long Term Liabilities	
280 Deferred Inflows	-1,456,784.00
Total Long Term Liabilities	-1,456,784.00
Total Liabilities	93,695,376.29

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Winnie-Stowell Hospital District

04/17/23

Balance Sheet

Accrual Basis

As of March 31, 2023

	<u>Mar 31, 23</u>
Equity	
300 Net Assets, Capital, net of	121,283.00
310 Net Assets-Unrestricted	11,217,836.13
315 Committed for Capital Proj	450,000.00
Retained Earnings	8,095,053.81
Net Income	<u>2,589,147.92</u>
Total Equity	<u>22,473,320.86</u>
TOTAL LIABILITIES & EQUITY	<u><u>116,168,697.15</u></u>

Exhibit “A-2”

Winnie-Stowell Hospital District
Profit & Loss Budget vs. Actual
January through March 2023

	Jan - Mar 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400 Sales Tax Revenue	200,392.50	770,000.00	-569,607.50	26.0%
405 Investment Income	17,628.15	35,000.00	-17,371.85	50.4%
407 Rental Income	10,500.00	69,500.00	-59,000.00	15.1%
409 Tobacco Settlement	0.00	11,000.00	-11,000.00	0.0%
415 Nursing Home - QIPP Program	16,398,949.88	64,796,074.68	-48,397,124.80	25.3%
Total Income	16,627,470.53	65,681,574.68	-49,054,104.15	25.3%
Gross Profit	16,627,470.53	65,681,574.68	-49,054,104.15	25.3%
Expense				
500 Admin-Administrative Salary	21,161.21	80,312.00	-59,150.79	26.3%
502 Admin-Administrative Assnt	2,673.25	45,000.00	-42,326.75	5.9%
503 Admin - Staff Incentive Pay	0.00	4,000.00	-4,000.00	0.0%
504 Admin-Administrative PR Tax	1,823.34	10,025.00	-8,201.66	18.2%
505 Admin-Board Bonds	0.00	250.00	-250.00	0.0%
515 Admin-Bank Service Charges	353.01	1,400.00	-1,046.99	25.2%
521 Professional Fees - Acctng	15,162.50	36,000.00	-20,837.50	42.1%
522 Professional Fees-Auditing	0.00	26,000.00	-26,000.00	0.0%
523 Professional Fees - Legal	3,000.00	25,000.00	-22,000.00	12.0%
550 Admin-D&O / Liability Ins.	390.00	16,000.00	-15,610.00	2.4%
560 Admin-Cont Ed, Travel	0.00	9,000.00	-9,000.00	0.0%
562 Admin-Travel&Mileage Reimb.	3,562.55	200.00	3,362.55	1,781.3%
569 Admin-Meals	198.67	1,500.00	-1,301.33	13.2%
570 Admin-District/County Prom	0.00	5,000.00	-5,000.00	0.0%
571 Admin-Office Supp. & Exp.	1,537.88	10,000.00	-8,462.12	15.4%
572 Admin-Web Site	0.00	1,000.00	-1,000.00	0.0%
573 Admin-Copier Lease/Contract	650.82	3,000.00	-2,349.18	21.7%
575 Admin-Cell Phone Reimburse	450.00	1,800.00	-1,350.00	25.0%
576 Admin-Telephone/Internet	847.42	3,500.00	-2,652.58	24.2%
577 - Admin Dues	1,895.00	1,895.00	0.00	100.0%
591 Admin-Notices & Fees	710.00	4,000.00	-3,290.00	17.8%
592 Admin Office Rent	1,020.00	4,080.00	-3,060.00	25.0%
593 Admin-Utilities	831.26	4,000.00	-3,168.74	20.8%
594 Admin-Casualty & Windstorm	0.00	2,800.00	-2,800.00	0.0%
597 Admin-Flood Insurance	0.00	1,800.00	-1,800.00	0.0%
598 Admin-Building Maintenance	1,260.00	6,000.00	-4,740.00	21.0%
601 IC-Healthcare Expenses				
601.01a IC Pmt to Hosp-Indigent	356,550.35	288,370.10	68,180.25	123.6%
601.01b IC Pmt to Coastal (Ind)	0.00	147,316.76	-147,316.76	0.0%
601.02 IC-Non Hosp Costs UTMB	82,230.81	300,000.00	-217,769.19	27.4%
601.03 IC-Non Hosp-Specl Pro				
601.03a Dental	6,213.00	10,500.00	-4,287.00	59.2%
601.03b IC Vision	315.00	1,200.00	-885.00	26.3%
601.04 IC-Non Hosp Cost-Other	4,283.03	12,500.00	-8,216.97	34.3%
601.05 IC - Chairty Care Prog	0.00	25,000.00	-25,000.00	0.0%
Total 601.03 IC-Non Hosp-Specl Pro	10,811.03	49,200.00	-38,388.97	22.0%
Total 601 IC-Healthcare Expenses	449,592.19	784,886.86	-335,294.67	57.3%
602 IC-WCH 1115 Waiver Prog	34,229.89	129,340.00	-95,110.11	26.5%
603 IC-Pharmaceutical Costs	15,349.57	37,600.00	-22,250.43	40.8%
605 IC-Office Supplies/Postage	39.99	2,000.00	-1,960.01	2.0%
607 WSHD - Grants				
600 East Chambers ISD Partnersh	54,999.99	283,643.00	-228,643.01	19.4%
607.01 WCH/RMC	0.00	1,000,000.00	-1,000,000.00	0.0%
607.03 WSVEMS				
607.03c WSVEMS - Salaries	33,408.00	168,800.00	-135,392.00	19.8%
Total 607.03 WSVEMS	33,408.00	168,800.00	-135,392.00	19.8%
607.06 FQHC(Coastal)				
607.06a FQHC	280,862.32			
607.06 FQHC(Coastal) - Other	0.00	914,112.00	-914,112.00	0.0%
Total 607.06 FQHC(Coastal)	280,862.32	914,112.00	-633,249.68	30.7%
607.99 WSHD - Grants Other				
607.99a Marcelous Williams	28,719.05	57,742.12	-29,023.07	49.7%
607.Admin-Cont Ed-Med Pers.	450.42	1,801.68	-1,351.26	25.0%
Total 607.99 WSHD - Grants Other	29,169.47	59,543.80	-30,374.33	49.0%
Total 607 WSHD - Grants	398,439.78	2,426,098.80	-2,027,659.02	16.4%

Winnie-Stowell Hospital District
Profit & Loss Budget vs. Actual
January through March 2023

	Jan - Mar 23	Budget	\$ Over Budget	% of Budget
611 IC-Indigent Care Dir Salary	17,136.01	65,264.00	-48,127.99	26.3%
612 IC-Payroll Taxes -Ind Care	1,310.90	5,125.00	-3,814.10	25.6%
615 IC-Software	3,327.00	13,308.00	-9,981.00	25.0%
616 IC-Travel	1,328.81	600.00	728.81	221.5%
617 Youth Programs				
617.01 Youth Counseling	3,825.00	25,000.00	-21,175.00	15.3%
617.02 Irlen Program	0.00	600.00	-600.00	0.0%
Total 617 Youth Programs	3,825.00	25,600.00	-21,775.00	14.9%
630 NH Program-Mgt Fees	3,615,326.73	17,446,084.60	-13,830,757.87	20.7%
631 NH Program-IGT	7,514,365.94	31,638,239.32	-24,123,873.38	23.8%
632 NH Program-Telehealth Fees	47,959.06	196,091.32	-148,132.26	24.5%
633 NH Program-Acctg Fees	0.00	35,000.00	-35,000.00	0.0%
634 NH Program-Legal Fees	71,340.00	250,000.00	-178,660.00	28.5%
635 NH Program-LTC Fees	720,000.00	3,120,000.00	-2,400,000.00	23.1%
637 NH Program-Interest Expense	971,639.03	3,656,575.04	-2,684,936.01	26.6%
638 NH Program-Bank Fees & Misc	0.00	100.00	-100.00	0.0%
639 NH Program-Appraisal	0.00	23,250.00	-23,250.00	0.0%
674 - Property Acquisition	65,975.60	534,062.00	-468,086.40	12.4%
675 HWY 124 Expenses				
675.01 Tony's BBQ Bldg Expenses	0.00	25,000.00	-25,000.00	0.0%
675.02 Clinic Expenses	0.00	10,000.00	-10,000.00	0.0%
675 HWY 124 Expenses - Other	46,389.00			
Total 675 HWY 124 Expenses	46,389.00	35,000.00	11,389.00	132.5%
676 Building-Property Insurance	3,221.20			
Payroll Expenses	0.00			
Total Expense	14,038,322.61	60,727,786.94	-46,689,464.33	23.1%
Net Ordinary Income	2,589,147.92	4,953,787.74	-2,364,639.82	52.3%
Other Income/Expense				
Other Income				
416 Nursing Home Operations	64,957,967.46			
Covid Provider Relief Funds	0.00			
Total Other Income	64,957,967.46			
Other Expense				
640 Nursing Home Oper. Expenses	64,957,967.46			
Total Other Expense	64,957,967.46			
Net Other Income	0.00			
Net Income	2,589,147.92	4,953,787.74	-2,364,639.82	52.3%

Exhibit “A-3”

WSHD Treasurer's Report

Reporting Date:		Wednesday, April 19, 2023	Updated:		April 18, 2023
Pending Expenses	For	Amount	Funds Summary		Totals
Brookshire Brothers	Indigent Care	\$3,294.91	Prosperity Operating (Unrestricted)		\$736,707.28
Wilcox Pharmacy	Indigent Care	\$1,773.01	First Financial (Unrestricted)		\$9,368,022.92
UTMB at Galveston	Indigent Care	\$2,067.56	First Financial (Restricted)		\$17,462,907.12
UTMB Faculty Group	Indigent Care	\$2,566.61	TexStar		\$708,743.93
Thompson Outpatient Clinic	Indigent Care	\$1,384.98	Allegiance Bank LOC (Available)		\$29,152.70
Barrier Reef EM Phy	Indigent Care	\$121.20	Total District Funds		\$28,305,533.95
Indigent Healthcare Solutions	IC Inv#75612	\$1,109.00	Less First Financial (Restricted)		(\$17,462,907.12)
Omnipoint Health-Dental	SP Program	\$660.00	Less TexStar Reserve Account		(\$708,743.93)
Penelope (Polly) Butler	Youth Counseling	\$170.00	Less Committed Funds (See below-Balance remaining on funds owed)		(\$4,593,249.68)
Nicki Holtzman	Youth Counseling	\$595.00	Cash Position (Less First Financial Restricted)		\$5,540,633.22
Kalos Counseling (Benjamin Odom)	Youth Counseling	\$680.00	Pending Expenses		(\$471,823.15)
Benckenstein & Oxford	Inv #50761	\$26,401.82	Ending Balance (Cash Position-Pending Expenses)		\$5,068,810.07
Hubert Oxford	Legal Retainer	\$1,000.00	Total Funds (Ending Balance+LOC Outstanding+QIPP Funds Outstanding+CHOW Loans)		\$19,975,789.40
Makayla Vidal	Inv #00016	\$6,912.50	Prior Month		
Technology Solutions of Tx	Inv #1762	\$75.00	Prosperity Operating (Unrestricted)		\$404,718.17
Felipe Ojedia-Yard Service	Inv #1036	\$300.00	First Financial (Unrestricted)		\$6,388,583.88
Graciela Chavez-Office Cleaning	Inv #965957	\$120.00	First Financial (Restricted)		\$9,642,659.66
WSVEMS	Grant Inv (Mar Payroll)	\$11,904.00	TexStar		\$705,981.78
Coastal Gateway	Grant Apr 2023 Request	\$108,955.08	Allegiance Bank LOC (Available)		\$29,152.70
American Education Services	S Stern-Student Loan	\$150.14	Total District Funds 0		\$17,171,096.18
Bobby Way	Travel Reimb	\$294.75	Less First Financial (Restricted)		(\$9,642,659.66)
Ramtech (Check #3810 mailed 4/18)	Inv #8489 (Pd 4/18)	\$251,125.00	Less TexStar Reserve Account		(\$705,981.78)
Stellar Bank	LOC Interest-Auto Pay Apr 23	\$15,370.84	Less Committed Funds (See below)		(\$5,462,204.76)
AEJ Construction	Inv 4158 (2nd draw) Hwy 124	\$34,791.75	Cash Position (Less First Financial Restricted)		\$1,360,249.99
Total Pending Expenses:		\$471,823.15	Pending Expenses		(\$199,989.66)
			Ending Balance (Less Expenses-Available Cash, not Committed)		\$1,160,260.33
			Total Funds (Ending Balance+LOC Outstanding+QIPP Funds Outstanding)		\$19,616,710.91

First Financial Bank Reconciliations					
FFB Balance April 14, 2023	\$26,830,930.04	4/18/2023			
	Restricted Funds	Total Scheduled Payment	Balance Received	Balance Due	Due to District
Yr. 6, Component 1-IGT 11 (First Half)					
Component 1-September (1st Half)	\$2,390,039.85	\$2,390,039.85	\$2,390,039.85	\$0.00	\$2,390,039.85
Component 1-October (1st Half)	\$2,576,892.91	\$2,576,892.91	\$2,576,892.91	\$0.00	\$2,576,892.91
Component 1-November (1st Half)	\$2,783,588.00	\$2,783,588.00	\$2,783,588.00	\$0.00	\$2,783,588.00
Component 1-December (1st Half)	\$2,645,966.30	\$2,645,966.30	\$2,645,966.30	\$0.00	\$2,645,966.30
Component 1-January (1st Half)	\$2,613,147.74	\$2,613,147.74	\$2,613,147.74	\$0.00	\$2,613,147.74
Component 1-February (1st Half)	\$2,776,771.66	\$2,776,771.66	\$2,776,771.66	\$0.00	\$2,776,771.66
Total Component 1, IGT 10	\$15,786,406.46	\$15,786,406.46	\$15,786,406.46	\$0.00	\$10,396,487.06
Loan 21 Set Aside (Salt Creek & Allegiance)					
Loan 20 Payment-September (1st Half)	\$2,390,039.85	\$2,390,039.85	\$2,390,039.85	\$0.00	\$2,390,039.85
Loan 20 Payment-October (1st Half)	\$2,576,892.91	\$2,576,892.91	\$2,576,892.91	\$0.00	\$2,576,892.91
Loan 20 Payment-November (1st Half)	\$2,783,588.00	\$2,783,588.00	\$2,783,588.00	\$0.00	\$2,783,588.00
Loan 20 Payment-December (1st Half)	\$2,645,966.30	\$2,645,966.30	\$2,645,966.30	\$0.00	\$2,645,966.30
Loan 20 Payment-January (1st Half)	\$2,613,147.74	\$2,613,147.74	\$2,613,147.74	\$0.00	\$2,613,147.74
Loan 20 Payment-February (1st Half)	\$2,776,771.66	\$2,776,771.66	\$2,776,771.66	\$0.00	\$2,776,771.66
Total Loan 20 Set Aside	\$15,786,406.46	\$15,786,406.46	\$15,786,406.46	\$0.00	\$15,786,406.46
Yr. 6, Component 2 (Public & Private)					
Y6/Q1-Comp. 2-Dec.	\$346,309.49	\$644,659.92	\$644,659.92	\$0.00	\$298,350.43
Y6/Q1-Comp. 2-Jan.	\$342,309.24	\$636,659.41	\$636,659.41	\$0.00	\$294,350.18
Y6/Q1-Comp. 2-Feb.	\$362,237.79	\$676,516.51	\$676,516.51	\$0.00	\$314,278.73
Total Component 2 due to MGRs.	\$1,050,856.51	\$1,957,835.84	\$1,957,835.84	\$0.00	\$906,979.33
Variance Payments					
Variance Payment Dec. 2022	\$26,979.48	\$53,958.96	\$53,958.96	\$0.00	\$26,979.48
Variance Payment Jan. 2023	(\$2,177.98)	(\$4,355.96)	(\$4,355.96)	\$0.00	(\$2,177.98)
Variance Payment Feb. 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Variance Payment Totals	\$24,801.50	\$49,603.00	\$49,603.00	\$0.00	\$24,801.50
Non-QIPP Funds	\$10,192.00				
Interest Reserves					
Reserve Ln 21	\$126,202.07				
Reserve Ln 22	\$182,802.61				
Loan 21 Shortfall	\$281,645.97				
Total Reserves	\$590,650.65				
Restricted	\$17,462,907.12				
Unrestricted	\$9,368,022.92				
Total Funds	\$26,830,930.04				

Committed Funds			
Commitment	Amount of Commitment	Paid	Balance Outstanding
1. FQHC Grant Funding-2023	\$914,112.00	\$280,862.32	\$633,249.68
3. Interim Working Capital Loan	\$7,000,000.00	\$3,040,000.00	\$3,960,000.00
Total Commitments	\$7,914,112.00	\$3,320,862.32	\$4,593,249.68

Gulf Coast Interim Working Capital Loan-\$7,000,000.00			
	Amount Advanced	Line of Credit Used	Line of Credit Unused
Tuesday, January 10, 2023	\$760,000.00	\$760,000.00	\$6,240,000.00
Friday, February 10, 2023	\$760,000.00	\$760,000.00	\$5,480,000.00
Thursday, March 9, 2023	\$760,000.00	\$760,000.00	\$5,480,000.00
Friday, April 7, 2023	\$760,000.00	\$760,000.00	\$3,960,000.00
Tuesday, May 9, 2023			
Thursday, June 8, 2023			
Friday, July 7, 2023			
Wednesday, August 9, 2023			
Thursday, August 24, 2023			
Friday, September 8, 2023			
	\$3,040,000.00	\$3,040,000.00	\$3,960,000.00

11 Month Outstanding Short Term Revenue Note-Loan 21 (May 31, 2022-Apr. 30, 2023) 1st Half of QIPP Year 6					
Loan 21-Principle	\$9,014,433.31		Reserve	\$126,202.07	
Interest	16.80%		Interest	\$1,381,653.31	
Amortization Table					
	Date	Balance	Interest	Principal Rcvd.	Payment
1	6/30/2022	\$9,014,433.31	\$126,202.07	\$0.00	\$1,381,653.31
2	7/31/2022	\$9,014,433.31	\$126,202.07	\$0.00	\$126,202.07
3	8/31/2022	\$9,014,433.31	\$126,202.07	\$0.00	\$126,202.07
4	9/30/2022	\$9,014,433.31	\$126,202.07	\$0.00	\$126,202.07
5-(Sept. 2022, Comp. 1)	10/31/2022	\$9,014,433.31	\$126,202.07	\$2,390,039.85	\$2,516,241.92
6-(Oct. 2021, Comp. 1)	11/30/2022	\$9,014,433.31	\$126,202.07	\$2,534,157.68	\$2,660,359.75
7-(Nov. 2022, Comp. 1)	12/31/2022	\$9,014,433.31	\$126,202.07	\$2,783,588.00	\$2,909,790.07
*8-(Dec. 2022 Comp. 1)	1/31/2023	\$9,014,433.31	\$126,202.07	\$1,306,647.78	\$1,432,849.85
*9 (Jan. 2023, Comp. 1)	2/28/2023	\$9,014,433.31	\$126,202.07	\$0.00	\$126,202.07
*10 (Feb. 2023, Comp. 1)	3/31/2023	\$9,014,433.31	\$126,202.07	\$0.00	\$126,202.07
Reserve		\$9,014,433.31	\$0.00	\$0.00	\$0.00
11	4/30/2023	\$0.00	\$126,202.07	\$0.00	\$126,202.07
Amount Paid		\$0.00	\$1,388,222.77	\$9,014,433.31	\$10,402,656.08
Amount Due: April 30, 2023			\$1,388,222.77	\$9,014,433.31	\$10,402,656.08
Amount Remaining				\$0.00	\$0.00

11 Month Outstanding Short Term Revenue Note-Loan 22 (November 30, 2022-Oct. 30, 2023) 2nd Half of QIPP Year 6					
Loan 22-Principle	\$13,057,329.45		Reserve	\$182,802.61	
Interest	16.80%				
Amortization Table					
	Date	Balance	Interest	Principal Rcvd.	Payment
1	12/30/2022	\$13,057,329.45	\$182,802.61	\$0.00	\$182,802.61
2	1/31/2023	\$13,057,329.45	\$182,802.61	\$0.00	\$182,802.61
3	2/28/2023	\$13,057,329.45	\$182,802.61	\$0.00	\$182,802.61
4	3/31/2023	\$13,057,329.45	\$182,802.61	\$0.00	\$182,802.61
5-(March. 2023, Comp. 1)	4/30/2023	\$13,057,329.45	\$182,802.61	\$1,980,122.83	\$182,802.61
6-(April 2023, Comp. 1)	5/31/2023	\$13,057,329.45	\$182,802.61	\$1,985,837.44	\$182,802.61
7-(May 2023, Comp. 1)	6/30/2023	\$13,057,329.45	\$182,802.61	\$2,083,223.63	\$182,802.61
8-(June 2023 Comp. 1)	7/31/2023	\$13,057,329.45	\$182,802.61	\$2,133,496.86	\$182,802.61
9 (July 2023, Comp. 1)	8/31/2023	\$0.00	\$182,802.61	\$2,075,977.26	\$182,802.61
10 (Aug. 2023, Comp. 1)	9/30/2023	\$0.00	\$182,802.61	\$2,187,319.27	\$182,802.61
*Reserve		\$13,057,329.45	\$0.00	\$611,352.17	\$0.00
11	10/30/2023	\$0.00	\$182,802.61	\$0.00	\$182,802.61
Amount Paid		\$0.00	\$2,010,828.71	\$13,057,329.45	\$15,068,158.16
Amount Due: October 31, 2021			\$2,010,828.71	\$13,057,329.45	\$15,068,158.16
Amount Remaining				\$0.00	\$0.00

Allegiance Bank Line of Credit					
Balance:	\$7,000,000.00	Principle Balance Owed	\$7,000,000.00	Payoff as if April 20, 2023:	\$7,013,883.34
Interest Rate:	2.55%	LOC Funds Available	\$0.00		
	Date	Balance	Interest	Principal Rcvd.	Payment
1	6/30/2022	Interest Payment	\$11,404.16	\$0.00	\$11,404.16
2	7/31/2022	Interest Payment	\$14,875.00	\$0.00	\$14,875.00
3	8/31/2022	Interest Payment	\$15,370.83	\$0.00	\$15,370.83
4	9/30/2022	Interest Payment	\$15,370.84	\$0.00	\$15,370.84
5-(Sept. 2022, Comp. 1)	10/31/2022	Interest Payment	\$14,875.00	\$0.00	\$14,875.00
6-(Oct. 2021, Comp. 1)	11/30/2022	Interest Payment	\$15,370.83	\$0.00	\$15,370.83
7-(Nov. 2022, Comp. 1)	12/31/2022	Interest Payment	\$14,875.00	\$0.00	\$14,875.00
8-(Dec. 2022 Comp. 1)	1/31/2023	Interest Payment	\$15,370.83	\$1,328,434.63	\$1,343,805.46
9 (Jan. 2023, Comp. 1)	2/23/2023	Interest Payment	\$15,370.83	\$2,613,147.74	\$2,628,518.57
10 (Feb. 2023, Comp. 1)	3/23/2023	Interest Payment	\$13,883.33	\$2,776,771.66	\$2,790,654.99
	4/23/2023	Interest Payment	\$15,370.84	\$0.00	\$0.00
Reserve				\$281,645.97	\$281,645.97

	11	4/30/2023		\$1,008.84	\$0.00	\$1,008.84
Amount Paid			\$0.00	<i>\$162,137.49</i>	\$7,000,000.00	<i>\$7,162,137.49</i>
District's Investments						
	Amount	Percentage	From	To	Interest	
*CD at Allegiance Bank C.D. #1771	\$7,029,152.70	0.55%	2/1/2023	2/28/2023	Paid Quarterly Feb 23	
Texstar C.D. #1110	\$708,743.93	4.2515%	3/1/2023	3/31/2023	Paid \$2,762.15 Mar 2023	
<p>TO THE BEST OF MY KNOWLEDGE, THESE FIGURES IN THE WSDH TREASURER'S REPORT AND SUPPORTING DOCUMENTS CORRECT AND IN COMPLIANCE WITH THE DISTRICT'S INVESTMENT POLICY.</p>						
<hr/> Edward Murrell, President			<hr/> Robert "Bobby" Way Treasurer/Investment Officer			
Date: _____			Date: _____			
Italics are Estimated amounts						

Exhibit “A-4”

Winnie-Stowell Hospital District
Bank Accounts Register
As of March 15 to April 19, 2023

<i>Type</i>	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Memo</i>	<i>Clr</i>	<i>Amount</i>	<i>Balance</i>
100 Prosperity Bank -Checking							409,195.13
Check	03/15/2023	3783	Brookshire Brothers	IC RXs (Feb 2023)	X	(2,431.02)	406,764.11
Check	03/15/2023	3784	Wilcox Pharmacy	IC RXs (Feb 2023)	X	(1,511.64)	405,252.47
Check	03/15/2023	3785	UTMB at Galveston	IC Batch Date 02.01.23	X	(8,659.17)	396,593.30
Check	03/15/2023	3786	UTMB Faculty Grou...	IC Batch Date 02.01.23	X	(1,386.58)	395,206.72
Check	03/15/2023	3787	Thompson OPC (Cli...	IC Batch Date 02.11.23	X	(1,330.72)	393,876.00
Check	03/15/2023	3788	Barrier Reef Emerge...	IC Batch Date 02.01.23	X	(121.20)	393,754.80
Check	03/15/2023	3789	Indigent Healthcare ...	Inv #75446	X	(1,109.00)	392,645.80
Check	03/15/2023	3790	Dr. June Stansky, O...	IC SP Batch Date 02.08.23	X	(60.00)	392,585.80
Check	03/15/2023	3791	\$25 Optical	IC SP Batch Date 02.08.23	X	(145.00)	392,440.80
Check	03/15/2023	3792	Penelope S Butler, ...	YC Batch Date 02.02.23	X	(170.00)	392,270.80
Check	03/15/2023	3793	Nicki Holtzman MS,...	YC Batch Date 02.02.23	X	(425.00)	391,845.80
Check	03/15/2023	3794	Kalos Counseling	YC Batch Date 02.02.23	X	(680.00)	391,165.80
Check	03/15/2023	3795	Benckenstein & Oxf...	Inv #50699 (Jan 2023)	X	(21,290.00)	369,875.80
Check	03/15/2023	3796	Hubert Oxford	Legal Retainer	*	(1,000.00)	368,875.80
Check	03/15/2023	3797	David Sticker	Inv #96	X	(2,468.75)	366,407.05
Check	03/15/2023	3798	Makayla Vidal	Inv #00015	X	(6,475.00)	359,932.05
Check	03/15/2023	3799	Technology Solution...	Inv #1757	X	(75.00)	359,857.05
Check	03/15/2023	3800	Felipe Ojeda	Inv #1035	X	(300.00)	359,557.05
Check	03/15/2023	3801	Graciela Chavez	Inv #965956	X	(120.00)	359,437.05
Check	03/15/2023	3802	Winnie-Stowell Vol...	Grant (Inv Feb 2023 payroll)	X	(10,752.00)	348,685.05
Check	03/15/2023	3803	Coastal Gateway He...	Grant (Mar 2023 Req)	X	(108,955.08)	239,729.97
Check	03/15/2023	3804	Fittz & Shipman, Inc	VOID: Inv #0085474 GJE, RGJE c...	X		239,729.97
Check	03/15/2023	3805	Chambers County R...	Inv #2023-36	X	(1,293.00)	238,436.97
Check	03/15/2023	3806	Marcelous-Williams ...	Grant 2nd Qtr Pmt	X	(14,435.53)	224,001.44
General J...	03/15/2023	MV 02.2...	Fittz & Shipman, Inc	For CHK 3804 voided on 03/16/2023	X	(762.00)	223,239.44
Check	03/15/2023			Fee, Withdrawal, Processed	X	(108.30)	223,131.14
Check	03/16/2023	3807	Fittz & Shipman, Inc	Inv #0085474	X	(762.50)	222,368.64
General J...	03/16/2023	MV 02.2...	Fittz & Shipman, Inc	Reverse of GJE MV 02.23-04 -- Fo...	X	762.00	223,130.64
Check	03/16/2023	3808	Lighting JB Constru...	Inv. 011 (Draw 2)	X	(15,840.00)	207,290.64
Check	03/16/2023		Funcion 4-Lease fka ...	ACH, Withdrawal, Processed	X	(216.94)	207,073.70
Check	03/17/2023		Specturm/Time War...	ACH, Withdrawal, Processed	X	(284.06)	206,789.64
Check	03/21/2023	3809	American Education...	92 5529 5461 Stern	*	(150.14)	206,639.50
Check	03/23/2023		Stellar Bank	Interest LOC	X	(13,883.33)	192,756.17
Check	03/28/2023		Prosperity Bank (CC)	ACH, Withdrawal, Processed	X	(4,473.96)	188,282.21
Liability ...	03/30/2023		QuickBooks Payroll ...	Created by Payroll Service on 03/2...	X	(10,142.67)	178,139.54
Paycheck	03/31/2023	DD1288	Norris, Sherrie	Direct Deposit	X		178,139.54
Paycheck	03/31/2023	DD1289	Ojeda, Patricia	Direct Deposit	X		178,139.54
Deposit	03/31/2023			Deposit, Processed	X	58.31	178,197.85
Check	04/05/2023	ach	Trinity Bay Conserv...	13053-1010703000	*	(66.63)	178,131.22
Check	04/10/2023		Entergy			(144.49)	177,986.73
Check	04/12/2023		IRS			(3,475.50)	174,511.23
Deposit	04/12/2023		Tony's BBQ	Deposit		3,500.00	178,011.23
Deposit	04/14/2023		Texas Comptroller o...	Deposit		59,125.30	237,136.53
Check	04/14/2023					(145.19)	236,991.34
Check	04/17/2023		Specturm/Time War...	8260170290121119		(284.06)	236,707.28
Check	04/18/2023	3810	Ramtech	Inv # 8489 (Hwy 124 property)		(251,125.00)	(14,417.72)
Deposit	04/18/2023			Wire Transfer from FFB to PB		500,000.00	485,582.28
Check	04/18/2023		Funcion 4-Lease fka ...			(216.94)	485,365.34
Check	04/19/2023		Brookshire Brothers	IC RX's (Mar 2023)		(3,294.91)	482,070.43
Check	04/19/2023		Wilcox Pharmacy	IC RX's (Mar 2023)		(1,773.01)	480,297.42
Check	04/19/2023		UTMB at Galveston	IC Batch Date 03.01.23		(2,067.56)	478,229.86
Check	04/19/2023		UTMB Faculty Grou...	IC Batch Date 03.01.23		(2,566.61)	475,663.25
Check	04/19/2023		Thompson OPC (Cli...	IC Batch Date 03.11.23		(1,384.98)	474,278.27
Check	04/19/2023		Barrier Reef Emerge...	IC Batch Date 03.01.23		(121.20)	474,157.07
Check	04/19/2023		Indigent Healthcare ...	Inv #75612		(1,109.00)	473,048.07
Check	04/19/2023		Omnipoint Health-D...	IC Batch Date 03.08.23		(660.00)	472,388.07
Check	04/19/2023		Penelope S Butler, ...	YC Batch Date 03.02.23		(170.00)	472,218.07
Check	04/19/2023		Nicki Holtzman MS,...	YC Batch Date 03.02.23		(595.00)	471,623.07
Check	04/19/2023		Kalos Counseling	YC Batch Date 03.02.23		(680.00)	470,943.07
Check	04/19/2023		Benckenstein & Oxf...	Inv #50761 (Feb 2023)		(26,401.82)	444,541.25

Winnie-Stowell Hospital District
Bank Accounts Register
As of March 15 to April 19, 2023

<i>Type</i>	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Memo</i>	<i>Clr</i>	<i>Amount</i>	<i>Balance</i>
Check	04/19/2023		Hubert Oxford	Legal Retainer		(1,000.00)	443,541.25
Check	04/19/2023		Technology Solution...	Inv #1762		(75.00)	443,466.25
Check	04/19/2023		Felipe Ojeda	Inv #1036		(300.00)	443,166.25
Check	04/19/2023		Graciela Chavez	Inv #965957		(120.00)	443,046.25
Check	04/19/2023		Winnie-Stowell Vol...	Grant (Inv March 2023 Payroll)		(11,904.00)	431,142.25
Check	04/19/2023		Coastal Gateway He...	Grant (Apr 2023 Req)		(108,955.08)	322,187.17
Check	04/19/2023		American Education...	92 5529 5461 S Stern		(150.14)	322,037.03
Check	04/19/2023		Bobby Way	Travel Reimb (Chambers Cty Day-...		(294.75)	321,742.28
Check	04/19/2023		Makayla Vidal	Inv #00016		(6,912.50)	314,829.78
Check	04/19/2023		AEJ Construction	Inv # 4158 (2nd Draw) Hwy 124		(34,791.75)	280,038.03
Paycheck	04/20/2023	3812	Dickerson, Christina...			(351.73)	279,686.30
Check	04/21/2023		Riceland Medical Ce...			(340.00)	279,346.30
Check	04/21/2023		ECISD			(18,333.33)	261,012.97
Check	04/23/2023	Pending	Stellar Bank			(15,370.84)	245,642.13
Check	04/26/2023	Pending	Prosperity Bank (CC)	ACH, Withdrawal, Processed		(380.41)	245,261.72
Total 100 Prosperity Bank -Checking						(163,933.41)	245,261.72
109 First Financial Bank							16,346,933.21
109b FFB #4846 DACA							16,346,933.21
Check	03/16/2023			Transfer to DDA Acct No. 1110214...	X	3,520.00	16,350,453.21
Check	03/17/2023			Transfer to DDA Acct No. 1110214...	X	2,911,649.75	19,262,102.96
Check	03/20/2023			Transfer to DDA Acct No. 1110214...	X	1,478,831.58	20,740,934.54
Deposit	03/23/2023			ACH Paymen Winnie-Stowell H C...	X	(42,060.00)	20,698,874.54
Check	03/24/2023			Transfer to DDA Acct No. 1110214...	X	2,653,723.24	23,352,597.78
Check	03/27/2023			Transfer to DDA Acct No. 1110214...	X	1,535,050.78	24,887,648.56
Check	03/28/2023			Transfer to DDA Acct No. 1110214...	X	775,920.61	25,663,569.17
Check	03/29/2023			Transfer to DDA Acct No. 1110214...	X	2,425,096.03	28,088,665.20
Check	03/30/2023		Salt Creek Capital L...	Ln 21 Interest (10 of 11)	X	(126,202.07)	27,962,463.13
Check	03/30/2023		Salt Creek Capital L...	Ln 22 Interest (4 of 11)	X	(182,802.61)	27,779,660.52
Check	03/30/2023			Transfer to DDA Acct No. 1110214...	X	212,705.90	27,992,366.42
Check	03/31/2023			Transfer to DDA Acct No. 1110214...	X	1,006,034.90	28,998,401.32
Check	04/03/2023			Memo:Transfer from DDA Acct No...	M	95,620.55	29,094,021.87
Check	04/05/2023			Memo:Transfer from DDA Acct No...	M	56,986.79	29,151,008.66
Check	04/06/2023			Memo:Transfer from DDA Acct No...	M	36,573.35	29,187,582.01
Check	04/06/2023			ACH Paymen Winnie-Stowell HCC...	M	(42,770.00)	29,144,812.01
Check	04/06/2023		LTC Group	ACH Paymen Winnie-Stowell HCC...	M	(240,000.00)	28,904,812.01
Check	04/10/2023		Gulf Coast	ACH Paymen Winnie-Stowell HCC...	M	(760,000.00)	28,144,812.01
Check	04/12/2023			Memo:Transfer from DDA Acct No...	M	2,632,922.64	30,777,734.65
Transfer	04/12/2023			To Stellar for QY6 Qtr 1 Mgr Dist ...	M	(4,273,347.14)	26,504,387.51
Deposit	04/18/2023			Wire Transfer from FFB to PB		(500,000.00)	26,004,387.51
Check	04/30/2023	Pending	Salt Creek Capital L...	Ln 21 Interest (11 of 11)		(126,202.07)	25,878,185.44
Check	04/30/2023	Pending	Salt Creek Capital L...	Ln 21 Principal		(9,014,433.31)	16,863,752.13
Check	04/30/2023	Pending	Salt Creek Capital L...	Ln 22 Principal (5 of 11)		(182,802.61)	16,680,949.52
Total 109b FFB #4846 DACA						334,016.31	16,680,949.52
Total 109 First Financial Bank						334,016.31	16,680,949.52
TOTAL						170,082.90	16,926,211.24

Exhibit “B”



04/19/23 WSHD Regular Board Meeting Indigent Care Report

1) Active Client Count:

- a) Indigent Clients - 100 - UP by 8 from 92 in FEB
• 43 Apps, [21 Renewals, 14 New, 1 ER Referrals, and 7 Previous]
• 25 Approved [14 Renewals, 3 New, 1 ER Referrals, & 7 Previous]
• 0 Withdrew / 7 Denied
• 10 Incomplete / 1 Pending
b) Youth Counseling - 18 - Remained the same as in FEB
c) Irlen Services - 0 - the same since OCT 2022
d) Dental - 2 clients used their benefit & Vision Services - 0 clients used their benefit in MAR
e) Riceland Emergency Room Referrals - 21 (1 Approved, 20 Failed to Apply, 0 Pending, and for ICAP)

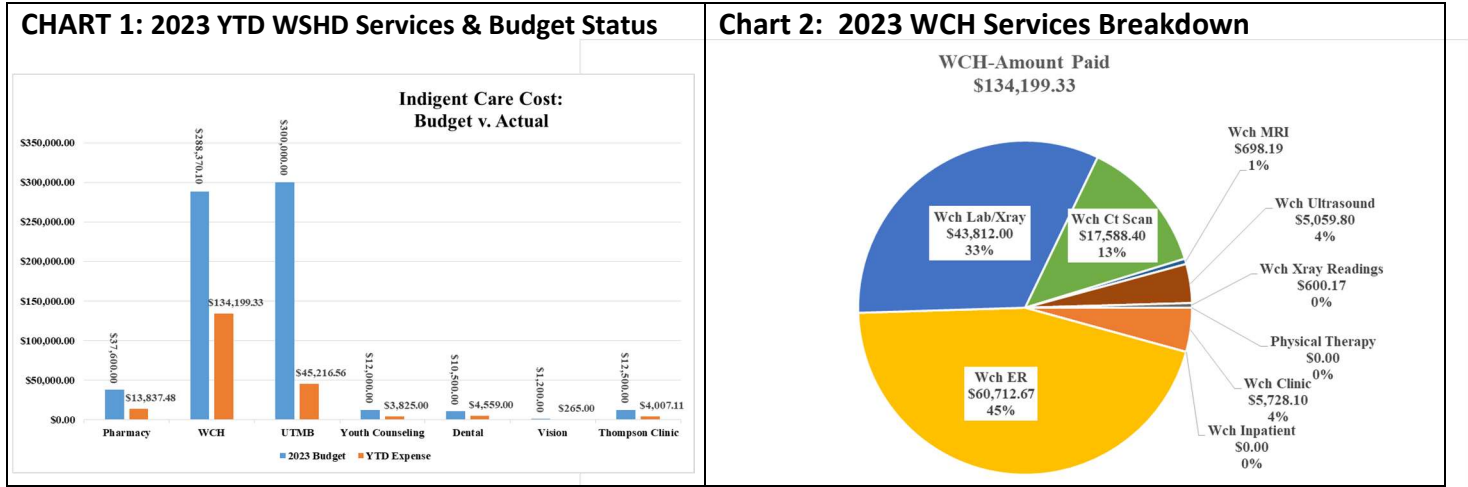
2) Riceland Hospital & Clinics:

The MAR charges were UP by 40.1 K from 66.3 K to 106.4 K, which included one 4-day ER Observation stay with charges being 39.1 K and a reimbursement amount of 18.8 K. The overall reimbursement rate for MAR was 57%.

3) UTMB Hospital & Clinics:

- a) UTMB MAR charges were DOWN by 31.3 K from 54 K to 22.7 K. There were no significant procedures or surgeries billed for MAR.

4) Our over-all YTD expenditure Charts:



We have expended 25% of the overall Indigent Care Budget

- 37% of the Pharmacy budget
• 47% of the Riceland budget
• 15% of the UTMB budget
• 32% of the Youth Counseling budget
• 22% of the Vision budget
• 43% of the Dental budget
• 32% of the Thompson Outpatient Clinic budget

5) District Programs:

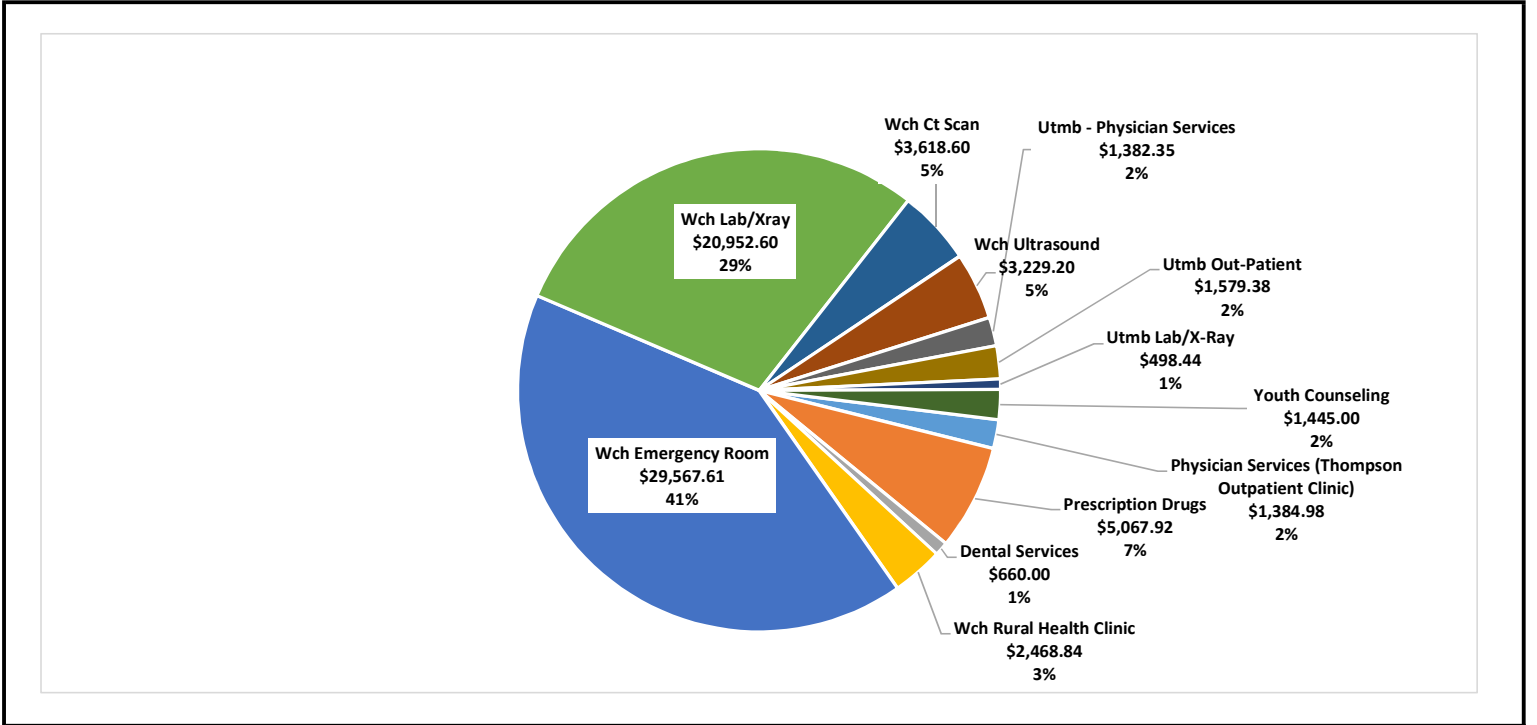
- a) County Van - See attached - 5 out of 94 were WSHD clients
b) Winnie Stowell EMS - See attached - 6 transports out of 13 were made from Riceland
c) Marcelous Williams - See attached - 23 out of 24 were WSHD clients
d) East Chambers School - See attached report - For Sep 2022 - Apr 6, 2023, Students benefited from:
• 48 Student Insurance Claims
• 256 Counseling sessions
• 72 Occupational Therapy sessions
• 312 Speech Therapy sessions
• 15 Physical Therapy sessions
• 4369 Nurse Visits

WSHD Indigent Care Director Report
Jan-Dec 2023 YTD Expenditures Worksheet

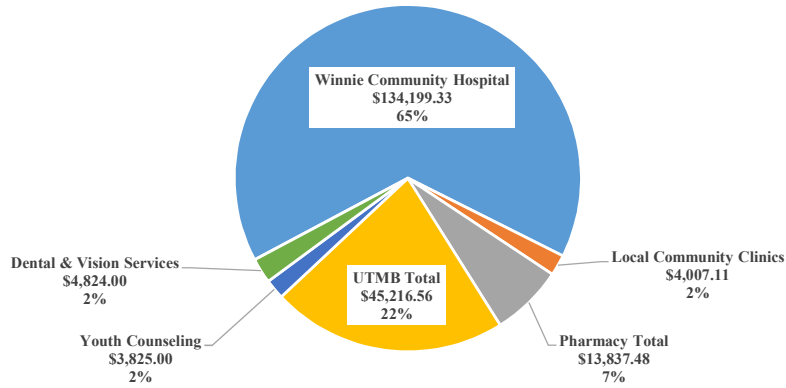
	February			March			Year to Date			
	Indigent Clients: Youth Counseling: Irlen Services:	Contracted Rate	Actually Paid	Indigent Clients: Youth Counseling: Irlen Services:	Contracted Rate	Actually Paid	Clients Enrolled: YC Enrolled: IS Enrolled:	Contracted Rate	Actually Paid	Average
PROVIDER TOTALS										
Pharmacy										
Brookshire Brothers Pharmacy Corp	\$2,798.11	\$2,798.11	\$2,431.02	\$3,513.15	\$3,513.15	\$3,294.91	110	\$9,452.32	\$8,866.99	95
Wilcox Pharmacy	\$1,511.64	\$1,511.64	\$1,511.64	\$1,773.01	\$1,773.01	\$1,773.01	18	\$4,970.49	\$4,970.49	18
ADJUSTMENTS-Refunds/Credits							0			0
Pharmacy Totals	\$4,309.75	\$4,309.75	\$3,942.66	\$5,286.16	\$5,286.16	\$5,067.92	0	\$16,081.45	\$13,837.48	\$0.00
Winnie Community Hospital										
WCH Clinic	\$1,771.00	\$673.32	\$673.32	\$6,456.04	\$2,468.84	\$2,468.84		\$15,209.04	\$5,728.10	\$5,728.10
WCH ER	\$23,225.00	\$13,030.10	\$13,030.10	\$2,280.00	\$29,567.61	\$29,567.61		\$109,551.00	\$60,712.67	\$60,712.67
WCH Lab/Xray	\$19,899.00	\$8,464.20	\$8,464.20	\$34,921.00	\$20,952.60	\$20,952.60		\$78,812.00	\$43,812.00	\$43,812.00
WCH CT Scan	\$7,761.00	\$4,656.60	\$4,656.60	\$6,031.00	\$3,618.60	\$3,618.60		\$29,314.00	\$17,588.40	\$17,588.40
WCH Xray (MRI)	\$1,214.00	\$533.00	\$533.00	\$0.00	\$0.00	\$0.00		\$14,952.00	\$698.19	\$698.19
WCH Lab/Xray Reading	\$984.00	\$136.07	\$136.07	\$1,405.00	\$201.07	\$201.07		\$4,403.00	\$600.17	\$600.17
WCH Inpatient	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
WCH Physical Therapy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
WCH Ultrasound	\$1,497.00	\$898.20	\$898.20	\$5,382.00	\$3,229.20	\$3,229.20		\$8,433.00	\$5,059.80	\$5,059.80
WCH Totals	\$66,351.00	\$28,391.49	\$28,391.49	\$106,475.04	\$60,037.92	\$60,037.92		\$260,674.04	\$134,199.33	\$134,199.33
ADJUSTMENTS-Refunds/Credits										
Balance on Contracted Amount (Lump										
Sum Payment of \$288,370.10)		\$214,208.69		Credit Adjustment	\$154,170.77			YTD Credit Adjustments	\$154,170.77	\$0.00
UTMB										
UTMB Physician Services	\$5,019.00	\$906.10	\$906.10	\$7,730.00	\$1,382.35	\$1,382.35		\$22,701.00	\$4,769.98	\$4,769.98
Barrier Reef (UTMB ER Physician)	\$3,967.00	\$121.20	\$121.20	\$2,374.00	\$121.20	\$121.20		\$10,070.00	\$339.89	\$339.89
UTMB Anesthesia	\$640.00	\$420.42	\$420.42	\$1,174.00	\$1,174.00	\$1,174.00		\$3,014.00	\$2,305.90	\$2,305.90
UTMB In-Patient	\$3,868.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$47,522.58	\$14,406.01	\$14,406.01
UTMB Outpatient	\$40,569.84	\$8,719.23	\$8,719.23	\$9,214.00	\$1,579.38	\$1,579.38		\$104,160.32	\$21,642.14	\$21,642.14
UTMB Lab&Xray	\$0.00	\$0.00	\$0.00	\$2,279.00	\$498.44	\$498.44		\$7,979.91	\$1,752.64	\$1,752.64
ADJUSTMENTS-Refunds/Credits										
UTMB Totals	\$54,063.84	\$10,166.95	\$10,166.95	\$22,771.00	\$4,755.37	\$4,755.37		\$195,447.81	\$45,216.56	\$45,216.56
Local Community Clinics (601.04)										
Coastal Gateway Health Clinic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Thompson Outpatient Clinic	\$5,462.00	\$1,330.72	\$1,330.72	\$5,637.00	\$1,384.98	\$1,384.98		\$16,547.00	\$4,007.11	\$4,007.11
Local Community Clinics	\$5,462.00	\$1,330.72	\$1,330.72	\$5,637.00	\$1,384.98	\$1,384.98		\$16,547.00	\$4,007.11	\$4,007.11
Non-Contracted Emergency Services (601.04)										
Non-Contract ER Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Winnie-Stowell EMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Non-Contract Services Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Youth Counseling										
Benjamin Odum	\$680.00	\$680.00	\$680.00	\$680.00	\$680.00	\$680.00		\$1,870.00	\$1,870.00	\$1,870.00
Nicki Holzman	\$425.00	\$425.00	\$425.00	\$595.00	\$595.00	\$595.00		\$1,530.00	\$1,530.00	\$1,530.00
Penelope Butler	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00		\$425.00	\$425.00	\$425.00
Youth Counseling Totals	\$1,275.00	\$1,275.00	\$1,275.00	\$1,445.00	\$1,445.00	\$1,445.00		\$3,825.00	\$3,825.00	\$3,825.00
Irlen Services										
Nancy Gaudet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Irlen Services Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Indigent Special Services										
Dental Services	\$0.00	\$0.00	\$0.00	\$660.00	\$660.00	\$660.00		\$8,639.00	\$4,559.00	\$4,559.00
Vision Services	\$205.00	\$205.00	\$205.00	\$0.00	\$0.00	\$0.00		\$265.00	\$265.00	\$265.00
Indigent Special Services Totals	\$205.00	\$205.00	\$205.00	\$660.00	\$660.00	\$660.00		\$8,904.00	\$4,824.00	\$4,824.00
Medical Supplies (601.04)										
Alliance Medical Supply (C-PAP)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Medial Supplies Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00
Grand Totals	\$131,666.59	\$45,678.91	\$45,311.82	\$142,274.20	\$73,569.43	\$73,351.19		\$501,479.30	\$206,494.81	\$205,909.48

WSD Indigent Care Director Report
Mar 2023 SOURCE CODE REPORT

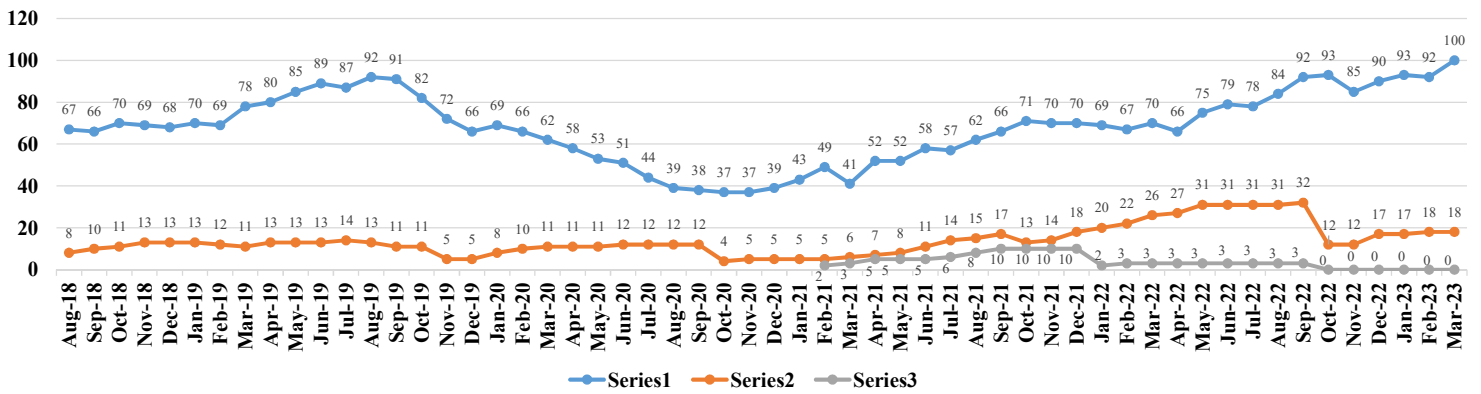
Source	Description	Amount Billed	Amount Paid	% of Total
01	Physician Services (Thompson Outpatient Clinic)	\$5,637.00	\$1,384.98	1.89%
02	Prescription Drugs	\$5,286.16	\$5,067.92	6.91%
14	Dental Services	\$660.00	\$660.00	0.90%
21	Wch Rural Health Clinic	\$6,456.04	\$2,468.84	3.37%
24	Wch Emergency Room	\$52,280.00	\$29,567.61	40.31%
25	Wch Lab/Xray	\$34,921.00	\$20,952.60	28.56%
26	Wch Ct Scan	\$6,031.00	\$3,618.60	4.93%
29	Wch Ultrasound	\$5,382.00	\$3,229.20	4.40%
44	Wch Xray Readings	\$1,405.00	\$201.07	0.27%
31	Utmb - Physician Services	\$7,730.00	\$1,382.35	1.88%
31-1	Utmb Anesthesia	\$1,174.00	\$1,174.00	1.60%
34	Utmb Out-Patient	\$9,214.00	\$1,579.38	2.15%
34-1	Utmb ER Physicians - Barrier Reef	\$2,374.00	\$121.20	0.17%
35	Utmb Lab/X-Ray	\$2,279.00	\$498.44	0.68%
39	Youth Counseling	\$1,445.00	\$1,445.00	1.97%
Expenditures/Reimbursements/Adjustments		\$142,274.20	\$73,351.19	100%
Grand Total		\$142,274.20	\$73,351.19	100%



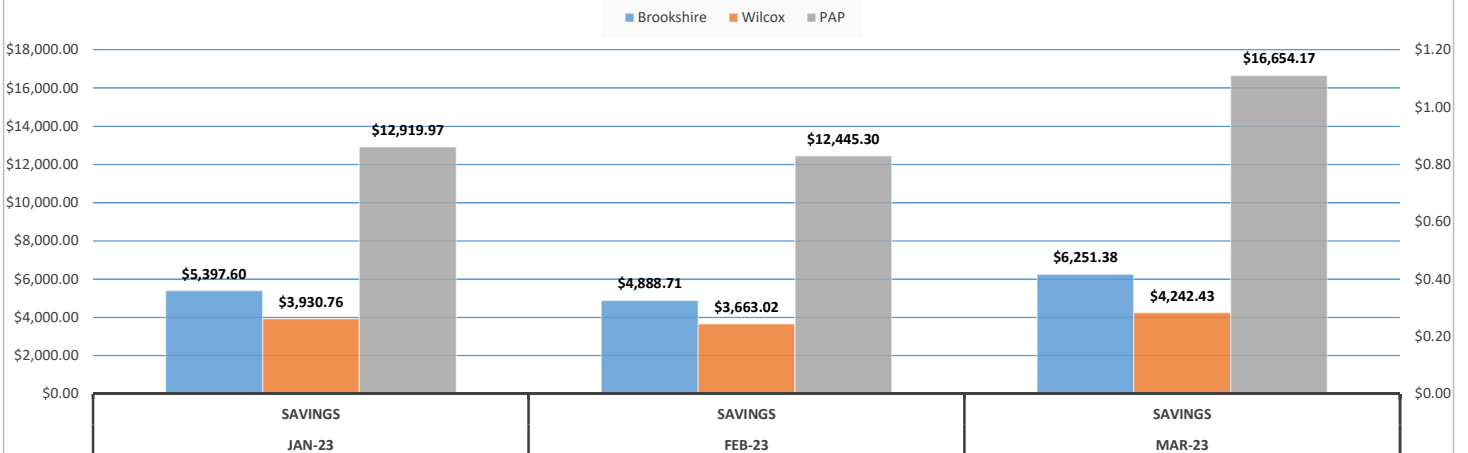
Year To Date Payments Incurred: \$205,909.48



Client Count Trending



PHARMACY SAVINGS TO DATE = \$70,393.34



Chambers County East Side Van Monthly Report



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

Mar-23

VEHICLE #1		EAST SIDE VAN #1	
TOTAL MILES DRIVEN			2811
TOTAL HOURS DRIVEN			137.25
TOTAL EXPENSES FOR MONTH			\$633.90
FUEL COST			\$572.42
REPAIRS & MAINTENANCE COST	oil change, labor		\$61.48
MISC EXPENSES			
TOTAL RIDERS			26
TOTAL WSHD RIDERS			0
TOTAL TRIPS			50
TOTAL TRIPS FOR WSHD RIDERS			0

VEHICLE #2		EAST SIDE VAN #2	
TOTAL MILES DRIVEN			3644
TOTAL HOURS DRIVEN			191.57
TOTAL EXPENSES FOR MONTH			\$772.11
FUEL COST			\$772.11
REPAIRS & MAINTENANCE COST			
MISC EXPENSES			
TOTAL RIDERS			35
TOTAL WSHD RIDERS			3
TOTAL TRIPS			71
TOTAL TRIPS FOR WSHD RIDERS			7

VEHICLE #3		RAV 4	
TOTAL MILES DRIVEN			4334
TOTAL HOURS DRIVEN			204.33
TOTAL EXPENSES FOR MONTH			\$522.49
FUEL COST			\$427.49
REPAIRS & MAINTENANCE COST	wrecker service (flat tire)		\$95.00
MISC EXPENSES			
TOTAL RIDERS			33
TOTAL WSHD RIDERS			2
TOTAL TRIPS			72
TOTAL TRIPS FOR WSHD RIDERS			3

GRAND TOTALS	
MILES DRIVEN	10789
RIDERS	94
WSHD RIDERS	5
TRIPS	193
WSHD TRIPS	10
EXPENSES	\$1,928.50

WSVEMS REPORT STATUS

March 2023

Report Criteria	RECEIVED & CORRECT	Comments
-----------------	--------------------------	----------

By the fifth (5th) business day of the month, the Recipient agrees to submit a report including the following:

No

Received report on April 6, 2023, but it has been historically required by the 10th of the month to allow time for obtaining the billing detail from the WSEMS billing company.

1. Payroll Statement:

a. Transport Ambulance operators' names	YES	
b. Dates and time spent during the Payroll Statement period operating the Transport Ambulance for each operator	YES/NO	As presented, the District is being invoiced everyday, at \$384.00 per day for a 24 hours shift.
c. Payment amounts owed to each employee	YES	
d. Total payment summary to the District for the prior month's services.	YES	


2. Monthly Transport Activities Report

a. Number of calls made in the month using the Transport Ambulance	YES	
b. Amount invoiced to any third parties for the calls	YES/NO	Feb amounts were updated and correct, but the total Adjustments and total Balance Due are not totaled correctly. The Mar totals are correct; however, there are 4 transports that show "TBD" as the billed amount.
c. Year to date funds paid by third parties for the Transport Ambulance services	YES/NO	The individual line items are accurate, but the over-all totals were left blank
d. Year to date staffing expenses for the additional EMT Basic position	NO	The YTD Staffing Expense section is blank
e. Any other information reasonably requested by the District that may be helpful, including transfers delayed because operators were operating the ALS ambulance.	None	

3. December 14, 2022 Six Month Requests:

a. The WSVEMS will enter into an agreement with Hospital to provide transport services on an expedited basis; or provide proof that the WSVEMS has made a good faith attempt to secure an agreement.	YES	The contract was finalized the end of February or the beginning of March.
b. The District's funds shall not be used for overtime.	NO	There was no documentation provided that the District's funds were not used for overtime.
c. WSVESM shall implement a payment system for employees as required by the grant agreement.	NO	There was no documentation provided that the WSVESM has implemented a payment system for employees as required by the grant agreement.
d. The WSVEMS shall operate on a fully staffed basis (i.e., three employees) separate and apart from the transport ambulance staff so as to ensure that the District's funds were being used to only pay for the transport ambulance staff as required in grant agreement.	NO	There was no documentation provided that the WSVEMS has operated on a fully staffed basis (i.e., three employees) separate and apart from the transport ambulance staff.
e. The WSVEMS agrees to provide proof that they were billing timely for the transport ambulance because the WSVEMS's current collection rate was only twenty-one percent (21%).	NO	There was no documentation provided that the WSEMS is billing timely for the transport ambulance.
f. The WSVEMS shall timely provide completed reports without the District's staff having to assist with preparing the reports.	NO	The District's staff did not assist in completing the WSEMS Monthly report, but the report also was not completed accurately in all areas.


Winnie Stowell Volunteer EMS Report Year 2023

 Winnie Stowell Volunteer EMS Winnie-Stowell Hospital District Report				
Year to Date Details for 2023	Jan-23	Feb-23	Mar-23	YTD DATE
YTD CALLS/TRANSPORTS REQUESTED	5	9	13	27
YTD CALLS/TRANSPORTS MADE	1	5	6	12
YTD CALLS/TRANSPORTS DELAYED	0	0	0	0
YTD CALLS/TRANSPORTS REASSIGNED	4	4	7	15
YTD 3RD PARTY INVOICES BILLED				
Insurance Billed	\$0.00	\$4,497.24	\$1,478.84	\$5,976.08
Self-Pay Billed	\$1,837.17	\$1,988.80	\$2,038.36	\$5,864.33
YTD 3RD PARTY PAYMENTS RECEIVED	\$0.00	\$0.00	\$0.00	\$0.00
Insurance Paid	\$0.00	\$2,309.50	\$1,286.07	\$3,595.57
Self-Pay Paid	\$0.00	\$0.00	\$0.00	\$0.00
YTD STAFFING EXPENSES				
YTD PERTINENT INFORMATION REGARDING PERFORMANCE				
RICELAND REPORTED TRANSFERS	5	9	6	20

Mar-23				
3rd PARTY INVOICES BILLED				
DATE	3rd Party Name	AMOUNT BILLED	AMOUNT PAID	
3/3/2023	BCBS	\$1,478.84	\$1,286.07	
3/10/2023	Self Pay	\$2,038.36	\$0.00	
3/15/2023	United HealthCare	TBD		
3/20/2023	Medicare	TBD		
3/24/2023	Medicare	TBD		
3/27/2023	Medicaid	TBD		
TOTAL 3rd PARTY AMOUNT BILLED FOR THE MONTH		\$3,517.20	\$1,286.07	

Mar-23						
MONTHLY CALLS/TRANSPORTS REPORT						
DATE	PICK UP LOCATION	DROP OFF LOCATION	CALL RESULTS			
			MADE	DELAYED	REASSIGNED	OTHER
3/3/2023	Riceland	St. Elizabeth	M			
3/7/2023	Riceland	UTMB Galveston (No Paramedic for Out of Town)				R
3/10/2023	Riceland	St. Elizabeth	M			
3/12/2023	Riceland	UTMB League City (On 911 call)				R
3/13/2023	Riceland	St. Patricks (Out of State)				R
3/13/2023	Riceland	St. Elizabeth (On 911 call)				R
3/14/2023	Riceland	Hermann Houston (On 911 call)				R
3/15/2023	Riceland	St. Elizabeth	M			
3/17/2023	Riceland	St. Elizabeth (Needed Paramedic)				R
3/20/2023	Riceland	St. Elizabeth	M			
3/24/2023	Riceland	St. Elizabeth	M			
3/20/2023	Riceland	St. Elizabeth (On 911 call)				R
3/27/2023	Riceland	Texas Childrens Houston	M			
TOTAL CALLS REQUESTED FOR MONTH & RESULTS			13	6	0	7

Mar-23				
MONTHLY TRANSPORT AMBULANCE EMPLOYEE SCHEDULE & PAYROLL				
DATE	EMPLOYEE NAME	HOURS WORKED	SALARY (\$PR HR)	PAYROLL AMOUNT
3/1/2023	Andrew Broussard	24	16	\$384.00
3/2/2023	Hunter Traweek	24	16	\$384.00
3/3/2023	Ruthann Broussard	24	16	\$384.00
3/4/2023	Travis Delacerda	24	16	\$384.00
3/5/2023	Jeff Gibson	12	16	\$192.00
3/5/2023	Hunter Traweek	12	16	\$192.00
3/6/2023	Brad Eads	24	16	\$384.00
3/7/2023	Amanda Harpst	24	16	\$384.00
3/8/2023	Andrew Broussard	24	16	\$384.00
3/9/2023	Hunter Traweek	24	16	\$384.00
3/10/2023	Hunter Traweek	24	16	\$384.00
3/11/2023	Haley Brandin	24	16	\$384.00
3/12/2023	Travis Delacerda	24	16	\$384.00
3/13/2023	Amanda Harpst	24	16	\$384.00
3/14/2023	Brad Eads	24	16	\$384.00
3/15/2023	Andrew Broussard	24	16	\$384.00
3/16/2023	Hunter Traweek	24	16	\$384.00
3/17/2023	Ruthann Broussard	24	16	\$384.00
3/18/2023	Daniel Burke	24	16	\$384.00
3/19/2023	Hunter Traweek	24	16	\$384.00
3/20/2023	Amanda Harpst	24	16	\$384.00
3/21/2023	Brad Eads	24	16	\$384.00
3/22/2023	Andrew Broussard	24	16	\$384.00
3/23/2023	Hunter Traweek	24	16	\$384.00
3/24/2023	Buddy Land	24	16	\$384.00
3/25/2023	Haley Brandin	24	16	\$384.00
3/26/2023	Hunter Traweek	24	16	\$384.00
3/27/2023	Kayla Blackwell	24	16	\$384.00
3/28/2023	Amanda Harpst	24	16	\$384.00
3/29/2023	Brad Eads	24	16	\$384.00
3/30/2023	Andrew Broussard	24	16	\$384.00
3/31/2023	Ruthann Broussard	24	16	\$384.00
TOTAL SALARY EXPENSE FOR THE MONTH:				\$11,904.00

 Marcelous Williams Resource Center Winnie-Stowell Hospital District Report						
Year to Date Details for 2023						
	Jan-23	Feb-23	Mar-23	YTD DATE		
YTD WSHD REFERRALS	0	2	0	2		
YTD Indigent Care (Medical, Dental & Vision)	0	2	0	2		
YTD Prescription Assistance	0	0	0	0		
YTD Youth Counseling	0	0	0	0		
YTD Irlen Syndrome Services	0	0	0	0		
YTD OTHER REFERRALS	2	10	4	16		
YTD Gift of Life	0	0	0	0		
YTD Work in Texas (Texas Workforce Commi	0	0	0	0		
YTD Chambers County Indigent or OmniPoint	0	0	0	0		
YTD Chambers County Indigent Dental	0	0	0	0		
YTD Transportation	0	1	0	1		
YTD Medical Services (Other Than Indigent)	0	2	0	2		
YTD G.E.T.-C.A.P.	0	0	0	0		
YTD Misc. MWRC Available Services	2	7	4	13		
YTD APPLICATIONS INITIATED/PROCESSED	29	26	24	79		
YTD WSHD Indigent Care	0	0	0	0		
YTD Prescription Assistance	0	0	0	0		
YTD Social Security	6	4	2	12		
YTD Medicare Savings Program	1	1	0	2		
YTD Medicaid	2	2	2	6		
YTD Food Stamps	17	19	18	54		
YTD Home Repair	0	0	1	1		
YTD G.E.T.-C.A.P.	3	0	1	4		
YTD CLIENTS SERVED	21	27	24	72		
YTD WSHD Clients	19	21	23	63		
YTD Chambers County Residents	0	0	1	1		
YTD Other County Residents	2	6	0	8		
YTD OFFICE SUPPLIES EXPENSES	\$1,964.24	\$544.54	\$431.67	\$2,940.45		
YTD STAFFING EXPENSES	\$3,334.11	\$3,984.11	\$3,904.16	\$11,222.38		
YTD GRANT AMOUNT SPENT OF TO \$57,742.00	\$5,298.35	\$4,528.65	\$4,335.83	\$14,162.83		
YTD GRANT BALANCE REMAINING OF	\$52,443.65	\$47,915.00	\$43,579.17	\$43,579.17		
OUTREACH ACTIVITIES/EVENTS ATTENDED	0	0	9	9		
3/22/2023						
MONTHLY OUTREACH & EVENTS						
OUTREACH / EVENT DATE	TYPE OF OUTREACH	EVENT LOCATION	PARTNER(S)	IMPACT	PURPOSE	# CP PKTS DISTRIB
3/14/2023	Outreach	Winnie Bingo Event			presentation packages distributed	40
3/29/2023	Outreach	Headstart-Anahuac			presentation packages distributed	40
3/29/2023	Outreach	Anahuac-Resale Shop			presentation packages distributed	40
3/29/2023	Outreach	Library-Anahuac			presentation packages distributed	25
3/29/2023	Outreach	SVDP-Winnie			presentation packages distributed	40
3/29/2023	Outreach	Dr Boutee			presentation packages distributed	25
3/29/2023	Outreach	Cornerstone-Winnie			presentation packages distributed	25
3/29/2023	Meeting	Adult Probation office-Anahuac	Erica Carlock (Director)		Case Management parolees	-
3/29/2023	Meeting	Cornerstone-Winnie	J. Mouton (Director)		Collaboration	-
TOTAL OUTREACH /EVENTS FOR THE MONTH:						9

Mar-23														
MONTHLY REFERRALS & APPLICATIONS REPORT														
CLIENT DETAILS				PROGRAM(S) CLIENT REFERRED				APPLICATION(S) INITIATED WITH CLIENT						
DATE	REPEAT CLIENTS	Client Identifier	Client Residency Data	WSHD Indigent Care	WSHD Prescription Assistance	WSHD Youth Counseling	Misc. MWRC Available Services	WSHD Indigent Care	Social Security: Disability, SSL, Retirement	Medicaid	Food Stamps	Home Repair	G.E.T.-C.A.P.	
	Enter "R"	Client Name: Example: Sml, J OR For Repeat Clients: R	Winnie Stowell Hosp Dist Chamber s County											
3/28/2023	R	HEL, D	X									X		
3/30/2023	R	CAR, T	X									X		
3/31/2023		HAR, I	X				X					X		
3/15/2023	R	STE, H	X									X		
3/31/2023		BAN, B	X						X					
3/15/2023		AND, K	X								X		X	
3/8/2023	R	SCH, C	X				X							
3/2/2023		HEI, H	X									X		
3/1/2023		HUD, J	X									X		
3/14/2023		MEN, P	X									X		
3/28/2023		LEW, A	X									X		
3/24/2023	R	REES	X				X					X	X	
3/24/2023		CAR, A	X							X				
3/22/2023		THO, A	X				X							
3/21/2023		FIG, M	X									X		
3/21/2023		HER, D	X						X					
3/7/2023	R	SIM, D	X									X		
3/7/2023		SML, D	X									X		
3/8/2023	R	COR, M	X									X		
3/8/2023		MOO, J	X									X		
3/15/2023	R	DEH, T	X									X		
3/15/2023	R	SMT, T	X									X		
3/16/2023		POT, L	X									X		
3/17/2023	R	HEB, L	X						X			X		
24	(11)		23	1	0	0	0	4	0	2	2	18	1	1

March OFFICE SUPPLY EXPENSES INCURRED		
2023-03-31	Administrative Expenses	\$431.67
TOTAL OFFICE EXPENSE FOR THE MONTH		\$431.67

3/1/2023	
MONTHLY EMPLOYEE SCHEDULE & PAYROLL	
DATE	PAYROLL AMOUNT
2/15/2023	Payroll Deposits
\$1,302.08	
2/15/2023	Payroll Deposits
\$650.00	
2/28/2023	Payroll Deposit
\$1,302.08	
2/28/2023	Payroll Deposit
\$650.00	
TOTAL SALARY EXPENSE FOR THE MONTH:	
\$3,904.16	

This report includes a partial quarter update from March 2023 thru April 6, 2023.

Year to Date Details	2022	1st Qtr Totals Sept 2022-Nov 2022	2nd Qtr Totals Dec 2022-Feb 2023	3rd Qtr Totals Mar 2023-May 2023	4th Qtr Totals June 2023-Aug 2023	YTD DATE
ACCIDENT INSURANCE						
<i>Number of Students Insured</i>		1555	1547	1551	0	
<i>Number of Claims Filed</i>		27	15	6	0	48
CONTRACTED SERVICES (THERAPY)						
<i>Number of Students Using:</i>		112	117	114	0	
<i>Counseling</i>		80	89	87	0	
<i>Occupational Therapy</i>		26	23	23	0	
<i>Speech Therapy</i>		104	104	104	0	
<i>Physical Therapy</i>		6	5	4	0	
SCREENINGS						
<i>Number of Students Screened:</i>		0	0	1432	0	1432
<i>Vision</i>		0	0	672	0	672
<i>Hearing</i>		0	0	674	0	674
<i>Scoliosis</i>		0	0	86	0	86
NURSE SALARY & BENEFITS, SUPPLIES, IMMUNIZATIONS, & MISC SERVICES						
<i>Number of Nurses:</i>		3	3	3	0	3
<i>Number of Students:</i>		2574	2038	969	0	5581
<i>Given First Aid</i>		751	587	280	0	1618
<i>Medication Administered</i>		1156	1080	515	0	2751
<i>Injuries</i>		41	12	8	0	61

2023 Budget					
Category	Actual (YTD)	Budget	Budget Amend.	Difference	Balance
Insurance		\$52,000.00	\$52,000.00	\$0.00	\$52,000.00
Therapy and Related Contracted Services (Partial)	1109.5	\$2,100.00	\$2,100.00	\$0.00	\$990.50
*Nurse Salary/Benefits (Partial)	82505.81	\$129,800.00	\$163,494.00	\$33,694.00	\$47,294.19
Nurse Supplies/Expenses (Partial)	6968.11	\$36,000.00	\$36,000.00	\$0.00	\$29,031.89
Immunizations		\$100.00	\$100.00	\$0.00	\$100.00
Total	\$90,583.42	\$220,000.00	\$253,694.00	\$33,694.00	\$129,416.58

*Budget Amendment includes \$33,694.00, or an additional \$3,743.80 per month, for the 2023 WSHD Fiscal Year (i.e., \$18,719.00 for April through August 2023 to complete the ECISD Fiscal Year and \$14,795.20 for September through December 2023 to complete the WSHD's fiscal year).

Exhibit “C”

Pages Removed
Confidential information

Exhibit “D”

Winnie-Stowell Hospital District			
Executive Summary of Nursing Home Monthly Site Visits			
March 2023			
Facility	Operator		Comments
Park Manor of Conroe	HMG		Census: 104. The facility had their annual survey in January 2023, they received three total tags; their POC was accepted by the state. There were five reportable incidents since the last visit, they are awaiting state review. The facility provides tokens to staff who they recognize as going above and beyond, those tokens can be turned in for gift cards or merchandise.
Park Manor of Woodlands	HMG		Census: 109. The state came to the facility in January to review two outstanding incidents, both were cleared following the visit. The facility is not using agency staffing and have credited their staff appreciation for their low turnover. The facility was overall very clean, but the kitchen area had some areas that needed a more thorough cleaning.
Spindletop Hill	Regency		Census: 84. The facility is currently in their survey window. There were six reportable incidents since the last visit, the facility was not cited following state review. Resident participation in meals and activities has increased, this has been a focus of the Administrator and activities director.
The Woodlands Nursing and Rehabilitation Center	Regency		Census: 141. The facility had their annual survey in August 2022, they received two tags; their POC was accepted by the state. The facility has dramatically reduced their use of agency staffing from 60 hours per day to 12 hours per day. The facility is utilizing a referral and start bonus to attract new nurses.
Willowbrook Nursing Center	HMG		Census: 102. The facility is currently in their survey window. There were no reportable incidents since the last visit. The facility is using a new computer system to handle visitor screenings. The facility has implemented a PIP to focus of reducing the number of falls.

Administrator: Crystal Quintero
DON: Ramona Cain, RN
ADON: Beth, RN

FACILITY INFORMATION

Park Manor Conroe is a licensed 123- bed facility with an overall star rating of 3 and Quality of Care of 4. Census given that day was 104: PP (7); MC (19); MCD; (57) Hospice (2) and HMO (19).

The QIPP site visit was conducted in person. The ADON was present and very helpful for the site visit and tour. ADON reports they are still following CMS/CDC/state infection control guidelines for COVID-19.

The facility grounds appeared well maintained with lush plants at the entrance. The parking lot was well marked and free of debris. The inside entrance to the building was clean with tasteful decorations throughout the facility.

The ADON stated they continue to implement their emergency plan and are following all the state/federal/local mandates. At the time of the visit, Montgomery County's Transmission rate was substantial, and all staff are wearing surgical masks. Testing is twice per week for all staff and residents. The last COVID_19 positive employee was 2 yesterday and 2 Sunday, 3/5/23, and a resident tested positive today.

Park Manor of Conroe no longer has a Warm Unit, just isolate new residents in their room and test them day one, three and five. Currently there are no new residents on isolation. PPE inventory is still good with regular ordering, at least a 2-week supply.

Those employees who have been fully vaccinated add up to 100% with 6 approved exemptions and 85% of the residents have been vaccinated.

The ADON reported visitation is fully opened with screening, continuous education and wearing masks when transmission rate is high. The residents are still coming out to the dining room and with good participation. The March Activity calendar was posted and residents were gathered in the dining room for lunch. The facility had a Mardi Gras celebration, and they are planning one for St. Patrick's Day. The residents continue to love and play Bingo 3 times per week.

The ADON reports the facility continues to provide chips/tokens to staff who go above and beyond and they can turn them in for gift cards or merchandise. Additionally, meals are provided periodically and some type of recognition for staff every month. The facility had a barbeque 2 weeks ago for all staff.

The hallway floors were clean with a clear means of egress. The resident rooms observed were clean with no odors or safety issues detected. Fire extinguishers checked on halls 200, 300 and laundry all had current inspections.

The central supply closet just received a shipment and there was one box on the floor and 1 box stored above required height. Random review of OTCs resulted in nothing expired and organized in date order. The linen closet on hall 100 was clean and organized with ceiling height met.

One medication cart was checked, and it was locked. The medication room was clean, and the temp logs for the medication refrigerator were current. The oxygen supply closet was organized and clean with all cannisters placed in racks.

The laundry room was clean and organized and lint logs were up to date except nothing recorded for today. The laundry staff had just changed the trap and started recording all the checks for today during the tour. All chemical containers stored up off the floor but there was one box from a recent shipment directly on the floor. The shower room between hall 100 and 200 was clean, with no odors and all chemicals locked.

The main dining room is clean, and menus were posted for the day. The kitchen counters were clean, but the floors all need a deep clean. The refrigerator temperature logs were all current. The dish washer and sink logs were current. The dry storage area was clean, including the floor but 2 boxes were directly on the floor from a recent shipment. There were 2 containers in the cooler with no date and 1 container that was out of date that was immediately removed during the tour. The can opener was clean, but the plate and holder need a deep clean.

SURVEY Information

The facility had their full book on 1/3-5/2023 resulting in 1 Health and 2 LSC tags and the POC was approved and accepted 2/22/23.

REPORTABLE INCIDENTS

During **Dec/Jan/Feb 2022/2023**, the facility had-2 self-reports in December; 2 self-reports in January and 1 self-report in February.

CLINICAL TRENDING

Incidents/Falls:

Dec/Jan/Feb 2022/2023, Park Manor of Conroe -Information not provided

Infection Control:

Dec/Jan/Feb 2022/2023 Park Manor of Conroe reported – Information not provided

Weight loss:

Dec/Jan/Feb 2022/2023, Park Manor of Conroe had – Information not provided

Pressure Ulcers:

During **Dec/Jan/Feb 2022/2023** Park Manor of Conroe reported – Information not provided

Restraints:

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

Staffing:

Current Open Positions						
Shift	RN	LVN	Nurse Aide	Hskp.	Dietary	Activity
6 to 2			1			
2 to 10			2			
10 to 6		2	2			
Other						
# Hired this month	2	2				
# Quit/Fired			1			

Total number employees: _120_____ Turnover rate%: _68 cumulative__

CASPER REPORT

Indicator	Current %	State %	National %	Comments/PIPs
New Psychoactive Med Use (S)	0.0%	2.1%	2.0%	
Fall w/Major Injury (L)	0.0%	0.0%	0.0%	
UTI (L) *	0.0%	0.0%	0.0%	
High risk with pressure ulcers (L) *	4.70%	8.1%	9.0%	
Loss of Bowel/Bladder Control(L)	68.2%	53.0%	47.5%	PIP in place
Catheter(L)	2.0%	2.0%	2.0%	
Physical restraint(L)	0.0%	0.0%	0.0%	
Increased ADL Assistance(L)	5.1%	17.6%	15.2%	
Excessive Weight Loss(L)	0.0%	0.0%	0.0%	
Depressive symptoms(L)	4.40%	5.2%	8.3%	
Antipsychotic medication (L) *	3.10%	9.9%	14.5%	

QIPP Component 1

Indicator	QAPI Program Y/N Mtg Dates	PIP's Implemented (Name specific PIP's)
Comprehensive, data driven QAPI Program/Policy that focuses on actions/activities resulting from analysis/quality assess/assurance of indicators of the outcomes of care and quality of life.	Y	
QAPI Meeting dates of submission (owner/operator involvement evident)	December 12, 2022 January 12, 2023 February 12,2023	

Component 2

<u>Indicator</u> REVIEW TURNOVER PIP CHARTER FROM THE MONTH PRIOR TO QIPP SUBMISSION. INCLUDE UPDATES TO PIPS AND PREPARE FOR A SUCCESS STORY IN THE LAST QUARTER OF QIPP YR 5.	Benchmark Met Y/N	Comments
Did NF maintain 4 additional hours (<i>non-managerial</i>) of RN staffing coverage per day, beyond the CMS mandate?	N	
<ul style="list-style-type: none"> Additional hours provided by direct care staff? 	N	
Did NF maintain 8 additional hours (<i>non-managerial</i>) of RN staffing coverage per day, beyond the CMS mandate?	N	
<ul style="list-style-type: none"> 8 additional hours non-concurrently scheduled? 	N	
<ul style="list-style-type: none"> Additional hours provided by direct care staff? 	N	
<ul style="list-style-type: none"> Telehealth used? 	Y	
NFs provided in total 12 or 16 hours of RN coverage, respectively, on at least 90 percent of the days within the reporting period?	N	
NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?	Y	
<ul style="list-style-type: none"> Was Workforce Development data submitted q month to QIPP during the quarter? 	Y	

<ul style="list-style-type: none"> Agency usage or need d/t critical staffing levels 	N	
<ul style="list-style-type: none"> PIP submitted on the topic of resident-centered culture change, workforce development, and staff retention: <ul style="list-style-type: none"> During the first reporting period? Subsequently reported outcomes related to the plan throughout the eligibility period? Discuss RCA for turnover: Has anything changed from the original RCA? PIP for retention and recruitment is current: NEW Retention efforts updated on Current PIP 	Y	

QIPP Component 3 – CMS Long-Stay Quality Metrics

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	8.14%	3.14%	6.5%	n	Pip in place
Percent of residents who received an anti-psychotic medication	14.49%	1.22%	5.0%	n	Pip in place
Percent of residents whose ability to move independently has worsened	18.04%	8.41%	15.0%	y	
Percent of residents with urinary tract infection	2.36%	0.0%	0.0%	y	

QIPP Component 4 – CMS Long-Stay Quality Metrics

Indicator	Met Y/N	National Benchmark	Baseline Target	Results	Comments
Facility has active infection control program that includes pursuing improved outcomes in vaccination rates and antibiotic stewardship:	Y				
Quarter 1	Y				

<ul style="list-style-type: none"> ➤ Designated leadership individuals for antibiotic stewardship ➤ Written policies on antibiotic prescribing ➤ Pharmacy-generated antibiotic use report from within the last six months ➤ Lab-generated antibiogram report from within the last six months (or from regional hospital) ➤ Audits (monitors and documents) of adherence to hand hygiene ➤ Audits (monitors and documents) of adherence to personal protective equipment use ➤ Current list of reportable diseases 	<p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p>			
<p>Quarter 2</p> <ul style="list-style-type: none"> ➤ Nursing Facility Administrator (NFA) and Director of Nursing (DON) submit current certificate of completion for "Nursing Home Infection Preventionist Training Course" developed by CMS and the CDC. ➤ Infection control policies demonstrating data-driven analysis of NF performance and evidence-based methodologies for intervention. (Reviewed within 6 months of reporting period) <p>**PHARMACY / LAB ANGIOBIOGRAM REPORTS DUE MONTH AFTER QIPP QUARTER ENDS</p>	<p>Y</p> <p>Y</p>			
<p>Quarter 3</p>				

➤ Designated leadership individuals for antibiotic stewardship	Y				
➤ Written policies on antibiotic prescribing	Y				
➤ Pharmacy-generated antibiotic use report from within the last six months	Y				
➤ Lab-generated antibiogram report from within the last six months (or from regional hospital)	Y				
➤ Audits (monitors and documents) of adherence to hand hygiene	Y				
➤ Audits (monitors and documents) of adherence to personal protective equipment use	Y				
➤ Current list of reportable diseases	Y				
Quarter 4					
Percent of Residents Assessed and Appropriately Given the Pneumococcal Vaccine.	93.84%	95%	30%		
Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine	96.07%	100%	35%		

Administrator: AV Meghani
DON: Julie Slyotsky, RN

FACILITY INFORMATION

Park Manor Woodlands is a licensed 124- bed facility with an overall star rating of 5 and a rating of 5 stars in Quality Measures. Current census given 109: 9 PP; 14 MC; 37 MCD; 49 HMO; 1 Hospice.

The QIPP site visit was conducted in person this quarter. The Administrator was present and very helpful for the visit and tour of the facility.

The facility grounds appeared well maintained with seasonal flowers at the entrance. The parking lot was well marked and free of debris. The inside entrance to the building was clean with tasteful spring decorations throughout the facility.

The Administrator reported they continue with their emergency plan and are following all the state/federal/local mandates. Administrator reports Montgomery County has a Transition Rate of substantial, but all staff are wearing surgical masks until tomorrow. At this time, testing all employees continues to be once per week.

The Administrator reports the facility is currently COVID_19 free and the last time an employee and resident tested positive for COVID_19 was 3 weeks ago. Fully vaccinated resident percentage is 78.1% and fully vaccinated staff is at (100% with exemptions). This is reported to NSHN weekly.

Administrator reports they continue to follow CMS/CDC/state infection control guidelines for COVID-19. PPE inventory remains very good with no issues, have multiple sources and have more than a 2 week supply available.

The Administrator reported they are still able to allocate vaccinations in-house. The facility does not accept new COVID_19 positive residents and no longer has a Warm Zone and will isolate new residents in place testing them on day one, three and five.

The Administrator reports the facility continues with open visitation and it is going very well. All visitors in the general population are screened (with electronic monitoring system) and educating them to wear at least a surgical mask.

The residents continue participating in the dining room with good participation for all meals. The Administrator reports the facility has happy hour every week, exercising, etc. The facility had a Valentine's Day celebration for residents, and they are planning one for St. Patrick's Day.

No contract agency currently in use. The Administrator reports the facility continues with monthly Employee Appreciation Day, as well as celebrating birthdays. The facility has an employee activity calendar as well and pass out tokens they can cash in for medical equipment or a day off, etc.

The hallway floors were clean with a clear means of egress. The resident rooms observed were clean with no odors or safety issues detected. Fire extinguishers checked on hall 300 all had current inspections.

The central supply closet just received a shipment so multiple boxes were on the floor to be organized on shelving and 2 boxes were stored above required height. Random review of OTCs resulted in nothing expired and organized in date order.

One medication cart was checked, and it was locked. The medication room was clean, and the temp logs for the medication refrigerator were current. The oxygen supply closet was organized and clean with all cannisters placed in racks.

The laundry room was clean and organized and lint logs were up to date. There were several chemical containers directly on the floor. The shower room on hall 200 was clean, with no odors and all chemicals locked.

The main dining room is clean, and menus were posted for the day. The kitchen counters were clean, but the floors all need a deep clean. The refrigerator temperature logs were all current. The dish washer logs were current, but the sink chemical logs were behind by one day. The dry storage area was clean, including the floor but 2 boxes were higher than ceiling height requirements. There were several trays of drinks in the cooler with no date. The can opener was clean, but the plate and holder need a deep clean. Several of the pots and pans had grease build up.

SURVEY INFORMATION

The facility last had the state in the building to review 2 self-reports on 1/23/23, all were cleared with no citations.

REPORTABLE INCIDENTS

Park Manor Woodlands had two self-reports still in **Dec/Jan/Feb 2022/2023**.

CLINICAL TRENDING

Incidents/Falls:

During **Dec/Jan/Feb 2022/2023**, Park Manor Woodlands had 15 total falls without injury (4 repeat) and 1 fall with injury; 10 skin tears; 1 fracture; 1 elopement; 2 bruises; 0 lacerations and 0 behaviors.

Infection Control:

Park Manor Woodlands reported 100 infections during **Dec/Jan/Feb 2022/2023**, of which 14 were UTI's; 19 Respiratory infections; 14 Wound infections; 3 Blood infections, 2 GI infections, 0 Genital infections and 48 Other infections.

Weight loss:

Dec/Jan/Feb 2022/2023, Park Manor Woodlands had 1 resident with 5-10% weight loss in 1 month and 0 with >10% weight loss in 6 months.

Pressure Ulcers:

Dec/Jan/Feb 2022/2023, Park Manor Woodlands reported 15 residents with pressure ulcers with 26 sites and 3 facility acquired.

Restraints:

Park Manor Woodlands does not use restraints.

Staffing:

Current Open Positions						
Shift	RN	LVN	Nurse Aide	Hskp.	Dietary	Activity
6 to 2	0	0	4	0	0	0
2 to 10	0	2	2	0	0	0
10 to 6	0	0	2	0	0	0
Other						
# Hired this month	2	4	8			
# Quit/Fired		2	4			

Total number employees: 119 Turnover rate%: 16%

Casper Report:

Indicator	Current %	State %	National %	Comments/PIPs
New Psychoactive Med Use (S)	1.8%	2.0%	1.9%	
Fall w/Major Injury (L)	1.9%	3.6%	3.5%	
UTI (L) *	0%	1.5%	2.4%	
High risk with pressure ulcers (L) *	11.1%	7.9%	9.0%	Plan in place
Loss of Bowel/Bladder Control(L)	33.3%	53.1%	48.0%	
Catheter(L)	0%	1.8%	2.1%	
Physical restraint(L)	0%	0%	0.1%	
Increased ADL Assistance(L)	4%	17.6%	15.5%	
Excessive Weight Loss(L)	0%	4.8%	6.5%	
Depressive symptoms(L)	15.1%	5.8%	8.7%	Plan in place
Antipsychotic medication (L) *	%	%	%	

QIPP Component 1

Indicator	QAPI Program Y/N	PIP's Implemented (Name specific PIP's)
	Mtg Dates	
Comprehensive, data driven QAPI Program/Policy that focuses on actions/activities resulting from analysis/quality assess/assurance of indicators of the outcomes of care and quality of life.	Y	
QAPI Meeting dates of submission (owner/operator involvement evident)	1/12/2023, 2/10/2023, 3/7/23	

Component 2

Indicator	Benchmark	Comments
	Met Y/N	
<u>REVIEW TURNOVER PIP CHARTER FROM THE MONTH PRIOR TO QIPP SUBMISSION. INCLUDE UPDATES TO PIPS AND PREPARE FOR A SUCCESS STORY IN THE LAST QUARTER OF QIPP YR 5.</u>		
Did NF maintain 4 additional hours (<i>non-managerial</i>) of RN staffing coverage per day, beyond the CMS mandate?	Y	
<ul style="list-style-type: none"> Additional hours provided by direct care staff? 	Y	
Did NF maintain 8 additional hours (<i>non-managerial</i>) of RN staffing coverage per day, beyond the CMS mandate?	Y	
<ul style="list-style-type: none"> 8 additional hours non-concurrenty scheduled? 	Y	
<ul style="list-style-type: none"> Additional hours provided by direct care staff? 	Y	
<ul style="list-style-type: none"> Telehealth used? 	Y	
NFs provided in total 12 or 16 hours of RN coverage, respectively, on at least 90 percent of the days within the reporting period?	Y	
NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?	Y	
<ul style="list-style-type: none"> Was Workforce Development data submitted q month to QIPP during the quarter? 	Y	
<ul style="list-style-type: none"> Agency usage or need d/t critical staffing levels 	N	

<ul style="list-style-type: none"> • PIP submitted on the topic of resident-centered culture change, workforce development, and staff retention: <ul style="list-style-type: none"> ○ During the first reporting period? ○ Subsequently reported outcomes related to the plan throughout the eligibility period? ○ Discuss RCA for turnover: Has anything changed from the original RCA? ○ PIP for retention and recruitment is current: ○ NEW Retention efforts updated on Current PIP 	Y	
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QIPP Component 3 – CMS Long-Stay Quality Metrics

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	9.0%	9.0%	11.1%	Y	
Percent of residents who received an anti-psychotic medication	14.6%	9.7%	5.9%	Y	
Percent of residents whose ability to move independently has worsened	16.3%	14.6%	12.0%	Y	
Percent of residents with urinary tract infection	2.4%	1.5%	0%	Y	

QIPP Component 4 – CMS Long-Stay Quality Metrics

Indicator	Met Y/N	National Benchmark	Baseline Target	Results	Comments
Facility has active infection control program that includes pursuing improved outcomes in vaccination rates and antibiotic stewardship:	Y				

➤ Current list of reportable diseases	Y				
Quarter 4 Percent of Residents Assessed and Appropriately Given the Pneumococcal Vaccine.	National 93.84%	Baseline %	Results %	Met Y/N	
Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine	96.07%	%	%		

Administrator: Teresa Parker
DON: Jessica Says, RN
MDS: Keshia Wagner, RN

FACILITY INFORMATION

Spindletop Hill is a licensed 148- bed facility with an overall star rating of 1 and a rating of 3 star in Quality Measures. Census on the given day of call was 84. Private Pay 3; Medicare 0; HMO 9; Medicaid 59 + 3 pending; Hospice 9 and Memory Care 22.

The QIPP site visit was conducted via telephone. The DON and MDS nurse were on the call. At the time of the call, Jefferson County reports a Transmission Rate is Moderate. Testing is per symptoms for all employees and residents and new residents are tested on day one, three and five. The DON reported they continue implementing their emergency plan and are following all the state/federal/local mandates.

Staff are wearing surgical masks if not vaccinated or on the warm or hot units and all other staff are wearing surgical masks in the general population. The facility had 4 residents and 3 staff COVID+ on 2/1/23 and none since then.

The facility no longer has a warm zone, and isolate all new admissions in place. No current residents are on isolation. The facility will create a hot zone for a COVID outbreak. Spindletop's PPE inventory remains good with at least a 2-week supply.

The DON reports the facility did find a local pharmacy that will come and do the COVID vaccine clinics, including the bivalent and anticipate they will have a clinic within the next month. The Administrator stated 64% of the residents and 100% (with 6 approved exemptions) of staff have been vaccinated.

Visitation continues running smooth. Spindletop Hill no longer has staff screening visitors, but they do have them sign in. Visitors are asked to wear surgical masks. Residents coming out to the dining room to eat has greatly improved and participation in activities has improved. The DON reports the facility now has outings on Thursdays, they celebrated Black History month, Valentine's Day, Mardi Gras and they are planning a St. Patrick's Day and Easter parties as well.

The DON reports the facility celebrates monthly birthdays and Employee of the Month and continue with a recognition program when anyone is seen providing above and beyond care. Spindletop Hill has not had to use contract staff since November 1, 2022, for RNs and LVNs.

SURVEY INFORMATION

The state came in December and reviewed 24 complaints and all but 1 were unsubstantiated and there were no citations. The facility is currently in their annual survey window.

REPORTABLE INCIDENTS

Dec/Jan/Feb 2022/2023–

Complaints/Self Reports: January - Injury of unknown source - confirmed; unwitnessed fall w/injury – confirmed; COVID – confirmed. February –unwitnessed fall w/injury – unconfirmed; suicide attempt – unsubstantiated; virus – Inconclusive; verbal abuse – substantiated.

CLINICAL TRENDING

Incidents/Falls:

During **Dec/Jan/Feb 2022/2023**, Spindletop Hill had 107 total falls without injury (87 repeat falls with behaviors) and 11 falls with injury, 1 Fracture, 2 Skin Tears, 0 Elopements, 3 Bruises, 1 Laceration, and 0 Behaviors. PIP in place.

Infection Control:

Spindletop Hill reported 28 infections during **Dec/Jan/Feb 2022/2023** of which 5 were UTI’s, 15 Respiratory infections, 0 EENT infections, 2 wound infections, 0 Blood infections, 6 GI infections, 0 Genital infection and 0 Other.

Weight loss:

Dec/Jan/Feb 2022/2023, Spindletop Hill had 6 residents with 5-10% weight loss in 1 month and 14 with >10% weight loss in 6 months. PIP in place.

Pressure Ulcers:

Dec/Jan/Feb 2022/2023, Spindletop Hill reported 25 residents with pressure ulcers with 41 sites, 16 of them facility acquired. PIP in place (annual for QIPP)

Restraints:

Spindletop Hill does not use side rails or restraints.

Staffing:

Current Open Positions						
Shift	RN	LVN	Nurse Aide	Hskp.	Dietary	Activity
6 to 2			2	3	1	
2 to 10		1	2			
10 to 6		1 (part time)				
Other						
# Hired this month	1		1	3		
# Quit/Fired		1		1		

Total number employees: 8100 Turnover rate%: 2%

CASPER REPORT

Indicator	Current %	State %	National %	Comments/PIPs
New Psychoactive Med Use (S)	0%	2.0%	1.9%	
Fall w/Major Injury (L)	2.7%	3.6%	3.5%	
UTI (L) *	0%	1.5%	2.4%	
High risk with pressure ulcers (L) *	7.1%	7.9%	9.0%	
Loss of Bowel/Bladder Control(L)	68.4%	5.31%	48%	Will review for PIP
Catheter(L)	3.4%	1.8%	2.1%	All with appropriate diagnosis or for wounds
Physical restraint(L)	0%	0%	0.1%	
Increased ADL Assistance(L)	19.0%	17.6%	15.5%	Weekly education for accuracy
Excessive Weight Loss(L)	4.7%	4.8%	6.5%	
Depressive symptoms(L)	4.8%	5.8%	8.7%	
Antipsychotic medication (L) *	14.3%	9.7%	14.6%	PIP in place, GDR when appropriate

QIPP MEASURES

Component 1

Indicator	QAPI Program Y/N	PIP's Implemented (Name specific PIP's)
	Mtg Dates	
Comprehensive, data driven QAPI Program/Policy that focuses on actions/activities resulting from analysis/quality assess/assurance of indicators of the outcomes of care and quality of life.	Y	
QAPI Meeting dates of submission (owner/operator involvement evident)	12/13/22 1/10/23 2/14/23	

Component 2

Indicator	Benchmark	Comments
<u>REVIEW TURNOVER PIP CHARTER FROM THE MONTH PRIOR TO QIPP SUBMISSION. INCLUDE UPDATES TO PIPS AND PREPARE FOR A SUCCESS STORY IN THE LAST QUARTER OF QIPP YR 5.</u>	Met Y/N	
Did NF maintain 4 additional hours (<i>non-managerial</i>) of RN staffing coverage per day, beyond the CMS mandate?	Y	

• Additional hours provided by direct care staff?	N	
Did NF maintain 8 additional hours (<i>non-managerial</i>) of RN staffing coverage per day, beyond the CMS mandate?	N	
• 8 additional hours non-concurrently scheduled?	N	
• Additional hours provided by direct care staff?	N	Just hired 2 RNs
• Telehealth used?	N	
NFs provided in total 12 or 16 hours of RN coverage, respectively, on at least 90 percent of the days within the reporting period?	Y	
NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?	Y	
• Was Workforce Development data submitted q month to QIPP during the quarter?	Y	
• Agency usage or need d/t critical staffing levels	N	No longer as of 11/1/22
• PIP submitted on the topic of resident-centered culture change, workforce development, and staff retention: <ul style="list-style-type: none"> ○ During the first reporting period? ○ Subsequently reported outcomes related to the plan throughout the eligibility period? ○ Discuss RCA for turnover: Has anything changed from the original RCA? ○ PIP for retention and recruitment is current: ○ NEW Retention efforts updated on Current PIP 	Y Y Y Y	

QIPP Component 3 – CMS Long-Stay Quality Metrics

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	9.0%	14.10%	7.1%	Y	
Percent of residents who received an anti-psychotic medication	14.4%	17.57%	14.1%	Y	
Percent of residents whose ability to move independently has worsened	23.6%	10.6%	12.0%	Y	
Percent of residents with urinary tract infection	2.5%	0%	0%	Y	

QIPP Component 4 – CMS Long-Stay Quality Metrics

Indicator	Met Y/N	National Benchma rk	Baseline Target	Results	Comments
Facility has active infection control program that includes pursuing improved outcomes in vaccination rates and antibiotic stewardship:	Yes				
Quarter 1					
➤ Designated leadership individuals for antibiotic stewardship	Yes				
➤ Written policies on antibiotic prescribing	Yes				
➤ Pharmacy-generated antibiotic use report from within the last six months	Yes				
➤ Lab-generated antibiogram report from within the last six months (or from regional hospital)	Yes				
➤ Audits (monitors and documents) of adherence to hand hygiene	Yes				
➤ Audits (monitors and documents) of adherence to personal protective equipment use	Yes				
➤ Current list of reportable diseases	Yes				
Quarter 2					
➤ Nursing Facility Administrator (NFA) and Director of Nursing (DON) submit current certificate of completion for "Nursing Home Infection Preventionist Training Course" developed by CMS and the CDC.	Yes				
➤ Infection control policies demonstrating data-driven analysis of NF performance					

and evidence-based methodologies for intervention. (Reviewed within 6 months of reporting period) **PHARMACY / LAB ANGIOBIOGRAM REPORTS DUE MONTH AFTER QIPP QUARTER ENDS	Yes				
Quarter 3 <ul style="list-style-type: none"> ➤ Designated leadership individuals for antibiotic stewardship ➤ Written policies on antibiotic prescribing ➤ Pharmacy-generated antibiotic use report from within the last six months ➤ Lab-generated antibiogram report from within the last six months (or from regional hospital) ➤ Audits (monitors and documents) of adherence to hand hygiene ➤ Audits (monitors and documents) of adherence to personal protective equipment use ➤ Current list of reportable diseases 	Y				
Quarter 4	National	Baseline	Results	Met Y/N	
Percent of Residents Assessed and Appropriately Given the Pneumococcal Vaccine.	93.84%	99.98%	%		
Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine	96.07%	99.90%	%		

Acting Administrator: David Bilbo, LNFA
DON: Annie Cadio, RN

FACILITY INFORMATION

The Woodlands Nursing and Rehabilitation Center is a licensed 214 - bed facility with an overall star rating of 2 and a rating of 3 stars in Quality Measures. Census given was 141: 9 PP; 13 MC; 77 (16 pending) MDC; 8 HMO; 6 Hospice; 12 VA; and 18 Memory Care.

The QIPP site visit was conducted in person. The Administrator was available and very helpful for the visit and the tour of the facility. The landscaping was well maintained with seasonal flowers and the inside entrance was clean with tasteful decorations throughout the building. The Administrator reports the facility does have a CNA class and they recently graduated 8 CNAs.

The Administrator reports continues to implement their emergency plan and are following all the state/federal/local mandates. The Administrator reports the facility is currently COVID_19 free.

The transmission rate for Montgomery County just changed to moderate and all staff are wearing surgical masks. Testing is once per week for all staff. The Woodlands is still following CMS/CDC/state infection control guidelines for COVID-19.

The last time they had COVID_19 positive was 15 days ago (staff, no residents). The facility has no residents (new/re-admissions) who are in the Warm Zone (back of 400 hall).

The facility is offering the bivalent vaccine and had their last clinic in January 2023. Resident COVID_19 vaccination rate was unavailable. All employees have been vaccinated except the those that have approved exemptions.

PPE inventory is still good, still getting supplies from in house.

Dining is still low participation, and they continue working on a plan to improve. Participation for activities in the general population continues to improve with the new Activity Director. Had a Valentine's Day celebration and currently planning a party for St. Patrick's Day per calendar posted for March.

The facility continues documenting the screening of all visitors that come into the building and offer masks and hand sanitizer. Volunteers continue coming in the facility.

Contract agency is being used for nurses, but the hours have drastically reduced from 48-60 down to 12/day. The facility continues actively recruiting nurses with bonus incentives as well as for extra shifts, attendance raffles. The facility is also offering a referral bonus to current employees and celebrate Employee of the Month. The facility celebrated rodeo day last Friday for all staff.

The hallway floors were clean with a clear means of egress. The resident rooms observed were clean with no odors or safety issues detected. Fire extinguishers checked on hall 100, 200 and laundry all had current inspections.

The central supply closet was clean and organized and random review of OTCs resulted in nothing expired and organized in date order. The shower room on hall 100 was clean, with no odors and all chemicals locked.

One medication cart was checked, and it was locked. The medication room was clean, and the temp logs for the medication refrigerator were current but there was one box on the floor. The oxygen supply closet was organized with all cannisters placed in racks, but the floor needs a deep clean.

The laundry room was clean and organized and lint logs were up to date. There was one box directly on the floor. The linen storage closet was clean and organized but there were 2 boxes directly on the floor. One linen cart on hall 100 was found uncovered and the Administrator immediately covered it during the tour.

The main dining room is clean, and menus were posted for the day. The kitchen counters, pots/pans and floors were clean. The refrigerator temperature logs were all current. The sink logs were current, but the dish machine logs had not been recorded since 3/2/23. The dry storage area was clean, including the floor. All items in the cooler were labeled and dated. The can opener was clean, but the plate and holder need a deep clean.

SURVEY INFORMATION

Information not provided

REPORTABLE INCIDENTS

During **Dec/Jan/Feb 2022/2023** the facility reports: Information not provided

CLINICAL TRENDING

During **Dec/Jan/Feb 2022/2023** The Woodlands had – Information not provided

Infection Control:

The Woodlands reported during **Dec/Jan/Feb 2022/2023** -Information not provided

Weight loss:

Dec/Jan/Feb 2022/2023, The Woodlands had – Information not provided

Pressure Ulcers:

Dec/Jan/Feb 2022/2023, The Woodlands reported -Information not provided

Restraints:

The Woodlands does not use side rails or restraints.

Staffing: Information not provided

Current Open Positions						
Shift	RN	LVN	Nurse Aide	Hskp.	Dietary	Activity
6 to 2						
2 to 10						
10 to 6						
Other						
# Hired this month						
# Quit/Fired						

Total number employees: ___ **Turnover rate%:** ___%

CASPER REPORT

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

QIPP Component 1

Indicator	QAPI Program Y/N Mtg Dates	PIP's Implemented (Name specific PIP's)
Comprehensive, data driven QAPI Program/Policy that focuses on actions/activities resulting from analysis/quality assess/assurance of indicators of the outcomes of care and quality of life.	Y	

QAPI Meeting dates of submission (owner/operator involvement evident)		Information not provided
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Component 2

Indicator	Benchmark	Comments
<u>REVIEW TURNOVER PIP CHARTER FROM THE MONTH PRIOR TO QIPP SUBMISSION. INCLUDE UPDATES TO PIPS AND PREPARE FOR A SUCCESS STORY IN THE LAST QUARTER OF QIPP YR 5.</u>	Met Y/N	
Did NF maintain 4 additional hours (<i>non-managerial</i>) of RN staffing coverage per day, beyond the CMS mandate?		Information not provided
<ul style="list-style-type: none"> Additional hours provided by direct care staff? 		
Did NF maintain 8 additional hours (<i>non-managerial</i>) of RN staffing coverage per day, beyond the CMS mandate?		
<ul style="list-style-type: none"> 8 additional hours non-concurrently scheduled? 		
<ul style="list-style-type: none"> Additional hours provided by direct care staff? 		
<ul style="list-style-type: none"> Telehealth used? 		
NFs provided in total 12 or 16 hours of RN coverage, respectively, on at least 90 percent of the days within the reporting period?		
NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?		
<ul style="list-style-type: none"> Was Workforce Development data submitted q month to QIPP during the quarter? 		
<ul style="list-style-type: none"> Agency usage or need d/t critical staffing levels 		
<ul style="list-style-type: none"> PIP submitted on the topic of resident-centered culture change, workforce development, and staff retention: <ul style="list-style-type: none"> During the first reporting period? Subsequently reported outcomes related to the plan throughout the eligibility period? Discuss RCA for turnover: Has anything changed from the original RCA? PIP for retention and recruitment is current: NEW Retention efforts updated on Current PIP 		

QIPP Component 3 – CMS Long-Stay Quality Metrics

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

QIPP Component 4 – CMS Long-Stay Quality Metrics

Indicator	Met Y/N	National Benchmark	Baseline Target	Results	Comments
Facility has active infection control program that includes pursuing improved outcomes in vaccination rates and antibiotic stewardship:	Y				
Quarter 1 <ul style="list-style-type: none"> ➤ Designated leadership individuals for antibiotic stewardship ➤ Written policies on antibiotic prescribing ➤ Pharmacy-generated antibiotic use report from within the last six months ➤ Lab-generated antibiogram report from within the last six months (or from regional hospital) 					Information not provided

<ul style="list-style-type: none"> ➤ Audits (monitors and documents) of adherence to hand hygiene ➤ Audits (monitors and documents) of adherence to personal protective equipment use ➤ Current list of reportable diseases 					
<p>Quarter 2</p> <ul style="list-style-type: none"> ➤ Nursing Facility Administrator (NFA) and Director of Nursing (DON) submit current certificate of completion for "Nursing Home Infection Preventionist Training Course" developed by CMS and the CDC. ➤ Infection control policies demonstrating data-driven analysis of NF performance and evidence-based methodologies for intervention. (Reviewed within 6 months of reporting period) <p>**PHARMACY / LAB ANGIOBIOGRAM REPORTS DUE MONTH AFTER QIPP QUARTER ENDS</p>					Information not provided
<p>Quarter 3</p> <ul style="list-style-type: none"> ➤ Designated leadership individuals for antibiotic stewardship ➤ Written policies on antibiotic prescribing ➤ Pharmacy-generated antibiotic use report from within the last six months ➤ Lab-generated antibiogram report from within the last six months (or from regional hospital) 					Information not provided

<ul style="list-style-type: none"> ➤ Audits (monitors and documents) of adherence to hand hygiene ➤ Audits (monitors and documents) of adherence to personal protective equipment use ➤ Current list of reportable diseases 					
Indicator	Met Y/N	National Benchmark	Baseline Target	Results	Comments
Quarter 4 Percent of Residents Assessed and Appropriately Given the Pneumococcal Vaccine.	y	93.85%	%		
Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine	y	96.07%	%		

TAdministrator: Jimmy Sanders, LNFA
DON: Rhonda Benevides, RN
IP Nurse: Felicia Payne, RN

FACILITY INFORMATION

Willowbrook-Nacogdoches is a licensed 161- bed facility with an overall star rating of 4 and a rating of 2 stars in Quality Measures. The facility reports census of 102: 10 PP; 8 MC; 64 +8 pending MDC; 6 HMO; 6 Hospice and 13 Memory Care.

The QIPP site visit was conducted via telephone. The Administrator was on the call.

The Administrator reported they continue with their emergency plan and are following all the state/federal/local mandates. Administrator reports Nacogdoches County Transmission Rate is High. Currently testing all staff if symptomatic or if positive on the hall they work. New resident admissions are tested on day one, three and five.

The Administrator reports the resident vaccination rate is at least 76% and the employee rate is at 100% as of yesterday with three exemptions.

The last time Willowbrook-Nacogdoches had a COVID_19 outbreak was in February, and they have been out of outbreak status now for 2 weeks. The facility no longer has a warm zone and new admissions isolate in place and currently the facility has one new admission on isolation. Administrator reports they are still following CMS/CDC/state infection control guidelines for COVID-19. PPE inventory remains good, still have plenty with at least 2-week supply.

Visitation continues to be smooth. Screening is still in place at the front using new computer system. Volunteers are still coming into the building as well.

The Administrator reports the facility still holds activities twice per week for all the staff and it continues to be well received, including Thankful Thursday.

Resident participation for dining and activities remains quite good and the facility celebrated Valentine's Day, Mardi Gras and they are planning a St. Patrick's Day party on Friday.

SURVEY INFORMATION

Willowbrook-Nacogdoches has not had the state in their building since December of 2022. The facility is currently in their annual survey window.

REPORTABLE INCIDENTS

Willowbrook-Nacogdoches had no self-reports or complaints for **Dec/Jan/Feb 2022/2023**.

CLINICAL TRENDING

Incidents/Falls:

During **Dec/Jan/Feb 2022/2023**, Willowbrook-Nacogdoches had 66 total falls without injury (19 repeat falls) and 12 falls with injury, 9 Skin Tears, 0 Elopements, 0 Fractures, 1 Laceration and 2 Bruises. The facility does have a PIP in place for falls.

Infection Control:

Willowbrook-Nacogdoches reported 51 infections during **Dec/Jan/Feb 2022/2023**, of which 18 were UTI's, 17 Respiratory infections, 4 Wound infections, 0 Blood infections, 1 GI infection, 1 EENT infection and 10 Other (no details).

Weight loss:

Dec/Jan/Feb 2022/2023, Willowbrook-Nacogdoches had 5 residents with 5-10% weight loss in 1 month and 3 with >10% weight loss in 6 months.

Pressure Ulcers:

Dec/Jan/Feb 2022/2023, Willowbrook-Nacogdoches reported 12 residents with pressure ulcers with 24 sites, 6 of them facility-acquired. The facility does have a PIP in place.

Restraints:

Willowbrook-Nacogdoches does not use side rails or restraints.

Staffing:

Current Open Positions						
Shift	RN	LVN	Nurse Aide	Hskp.	Dietary	Activity
6 to 2		1	3			
2 to 10		2	6			
10 to 6			1			
Other						
# Hired this month		2	4			
# Quit/Fired						

Total number employees: 94 Turnover rate%: 9%

CASPER REPORT

Indicator	Current %	State %	National %	Comments/PIPs
New Psychoactive Med Use (S)	0.0%	2.0%	1.9%	
Fall w/Major Injury (L)	3.4%	3.6%	3.5%	
UTI (L) *	0.0%	1.5%	2.4%	
High risk with pressure ulcers (L) *	15.5%	7.9%	9.0%	PIP in Place

Loss of Bowel/Bladder Control(L)	39.3%	53.1%	48.0%	
Catheter(L)	3.3%	1.8%	2.1%	Will review
Physical restraint(L)	0.0%	0.0%	0.1%	
Increased ADL Assistance(L)	17.1%	17.6%	15.5%	PIP in place
Excessive Weight Loss(L)	7.7%	4.8%	6.5%	PIP in place
Depressive symptoms(L)	2.5%	5.8%	8.7%	
Antipsychotic medication (L) *	12.8%	9.7%	14.6%	

QIPP Component 1

Indicator	QAPI Program Y/N Mtg Dates	PIP's Implemented (Name specific PIP's)
Comprehensive, data driven QAPI Program/Policy that focuses on actions/activities resulting from analysis/quality assess/assurance of indicators of the outcomes of care and quality of life.	Y	
QAPI Meeting dates of submission (owner/operator involvement evident)	1/13/23, 2/10/23, 3/17/23	

Component 2

<u>Indicator</u> <u>REVIEW TURNOVER PIP CHARTER FROM THE MONTH PRIOR TO QIPP SUBMISSION. INCLUDE UPDATES TO PIPS AND PREPARE FOR A SUCCESS STORY IN THE LAST QUARTER OF QIPP YR 5.</u>	Benchmark Met Y/N	Comments
Did NF maintain 4 additional hours (<i>non-managerial</i>) of RN staffing coverage per day, beyond the CMS mandate?	Y	
<ul style="list-style-type: none"> Additional hours provided by direct care staff? 	Y	
Did NF maintain 8 additional hours (<i>non-managerial</i>) of RN staffing coverage per day, beyond the CMS mandate?	Y	
<ul style="list-style-type: none"> Y8 additional hours non-concurrenty scheduled? 	Y	
<ul style="list-style-type: none"> Additional hours provided by direct care staff? 	Y	

• Telehealth used?	Y	No encounters
NFs provided in total 12 or 16 hours of RN coverage, respectively, on at least 90 percent of the days within the reporting period?	Y	
NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?	Y	
• Was Workforce Development data submitted q month to QIPP during the quarter?	Y	
• Agency usage or need d/t critical staffing levels	N	
• PIP submitted on the topic of resident-centered culture change, workforce development, and staff retention: <ul style="list-style-type: none"> ○ During the first reporting period? ○ Subsequently reported outcomes related to the plan throughout the eligibility period? ○ Discuss RCA for turnover: Has anything changed from the original RCA? ○ PIP for retention and recruitment is current: ○ NEW Retention efforts updated on Current PIP 	Y	

QIPP Component 3 – CMS Long-Stay Quality Metrics

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	6.10%	6.10%	16.7%	N	
Percent of residents who received an anti-psychotic medication	14.6%	14%	11%	Y	
Percent of residents whose ability to move independently has worsened	18.7%	18%	0%	Y	
Percent of residents with urinary tract infection	2.8%	2.8%	0%	Y	

QIPP Component 4 – CMS Long-Stay Quality Metrics

Indicator	Met Y/N	National Benchmark	Baseline Target	Results	Comments
Facility has active infection control program that includes pursuing improved outcomes in vaccination rates and antibiotic stewardship:	Y				
<p>Quarter 1</p> <ul style="list-style-type: none"> ➤ Designated leadership individuals for antibiotic stewardship ➤ Written policies on antibiotic prescribing ➤ Pharmacy-generated antibiotic use report from within the last six months ➤ Lab-generated antibiogram report from within the last six months (or from regional hospital) ➤ Audits (monitors and documents) of adherence to hand hygiene ➤ Audits (monitors and documents) of adherence to personal protective equipment use ➤ Current list of reportable diseases 	Y				
<p>Quarter 2</p> <ul style="list-style-type: none"> ➤ Nursing Facility Administrator (NFA) and Director of Nursing (DON) submit current certificate of completion for "Nursing Home Infection Preventionist Training Course" developed by CMS and the CDC. ➤ Infection control policies demonstrating data-driven analysis of NF performance and evidence-based methodologies for 	Y				

intervention. (Reviewed within 6 months of reporting period) **PHARMACY / LAB ANGIOBIOGRAM REPORTS DUE MONTH AFTER QIPP QUARTER ENDS					
Quarter 3 <ul style="list-style-type: none"> ➤ Designated leadership individuals for antibiotic stewardship ➤ Written policies on antibiotic prescribing ➤ Pharmacy-generated antibiotic use report from within the last six months ➤ Lab-generated antibiogram report from within the last six months (or from regional hospital) ➤ Audits (monitors and documents) of adherence to hand hygiene ➤ Audits (monitors and documents) of adherence to personal protective equipment use ➤ Current list of reportable diseases 	Y				
Quarter 4 Percent of Residents Assessed and Appropriately Given the Pneumococcal Vaccine.	93.84%	%	%		
Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine	96.07%	%	%		

Exhibit “E”



East Chambers ISD
Scott Campbell, Superintendent
216 Champions Loop
Winnie, TX 77665
Phone 409-296-6100 Fax 409-296-3528

December 6, 2022

Dear WSHD Board of Trustees,

On behalf of the East Chambers Independent School District, I would like to thank you for working with ECISD in determining the healthcare needs of the district's student population. I sincerely appreciate the support you have given us throughout the years; in particular, the support for funding two registered nurses for our school district. Your contributions have definitely made a difference in the lives of our students, staff, and community.

This past year, East Chambers was awarded a grant from the Education Service Center-Region 5 to provide a full time LVN Nurse for ten months at our secondary campuses. We made the decision to hire a full time LVN for the Junior High Campus with flexibility to also attend high school students as needed. The nurse we hired began working for East Chambers this past June. During the time of her employment, we witnessed many benefits from having a full time nurse attending both the Junior High and High School Campuses including students having immediate access, all state health screenings being on time and on site, students being administered medication by a licensed nurse, nursing availability in emergency situations where CPR, AED, diabetic, asthma, anaphylaxis, or seizure care is needed.

Since the grant we received is only funded for 10 months, her last day will be on March 31, 2023. We are seeking your support to fund a continuation of this LPN position for the remainder of this school year and also for the 2023 - 2024 school year. We are hopeful you will review our proposal for funding a full time LVN for the Junior High and High School Campuses. We are requesting your support in the amount of \$18,719.00 for April 2022 - August 2022, and the amount of \$44,924.00 for the fiscal year 2023-2024. The fiscal 23-24 amount may be slightly increased depending on the salary schedule adopted in August of 2023 for the following school year.

Adding a full time LVN to the Junior High and High School Campuses is consistent with the mission of East Chambers ISD and in keeping with the joint mission between our organization as articulated in the interlocal agreement. We look forward to your feedback on our proposal. If we can provide additional information, please feel free to contact me at 409-296-4307. I would also be happy to personally meet with your board to discuss the proposal.

Sincerely yours,

Scott Campbell, Superintendent ECISD

**2nd AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
EAST CHAMBERS INDEPENDENT SCHOOL DISTRICT
AND THE WINNIE-STOWELL HOSPITAL DISTRICT**

This **INTERLOCAL AGREEMENT BETWEEN EAST CHAMBERS INDEPENDENT SCHOOL DISTRICT AND THE WINNIE-STOWELL HOSPITAL DISTRICT** (herein "Agreement") is entered into effective the ___ day of April 19, 2023, by and between, Winnie-Stowell Hospital District, a political subdivision of the State of Texas, and the East Chambers Independent School District, a political subdivision of the State of Texas pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, The East Chambers Independent School District (“ECISD”) is a school district located in Chambers County, Texas;

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

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

WHEREAS, ECISD provides public education and certain related healthcare services to students within its boundaries, many of whom are considered economically disadvantaged and many of whom qualify for free-and-reduced meals in accord with federal child nutrition laws as well as for the Indigent Care Program pursuant to the guidelines adopted by the WSHD as well as Chapter 61 of the Texas Health and Safety Code;

WHEREAS, the boundaries of ECISD and WSHD are the same; and

WHEREAS, the original Interlocal Agreement was executed on January 20, 2016 whereby the District agreed to pay \$180,000.00 per year and was then amended on July 17, 2019 to include Section 3 of the Agreement that enables the ECISD to have some flexibility in Budget.

WHEREAS, during the October 20, 2021 Regular Meeting the Board adopted a rate increase from \$180,000.00 to \$220,000.00 per year to assist with the increased costs of salaries, benefits, supplies, and other expenses.

WHEREAS, ECISD and WSHD now seek to enter into an 2nd Amended and Restated Interlocal Agreement whereby the WSHD shall provide additional compensation to the current funding level of \$220,000.00 per year to the ECISD in the amount of \$33,694.00, or \$3,743.80 per month, for the 2023 WSHD Fiscal Year (i.e., \$18,719.00 for April through August 2023 to complete the ECISD Fiscal Year and \$14,795.20 for September through December 2023 to complete the WSHD's fiscal year) and then \$44,924.00 for the District's upcoming fiscal years if the Agreement is renewed.

WHEREAS, pursuant to the attached request for additional funding these additional funds shall be used to pay for an additional full time LVN Nurse who was previously paid through grant from Education Service Center-Region 5 to expire on March 31, 2023.

THEREFORE, BE IT RESOLVED THAT, ECISD and WSHD enter into this Interlocal Agreement in accordance with Chapter 791 of the Texas Government Code with the following terms and conditions:

1. Purpose: The purpose of this Agreement is to provide healthcare related services to the students of ECISD that further the mission and goals of both ECISD and WSHD.
2. Duties of WSHD: In addition to the monthly payment of \$18,333.33 made at the beginning of each month, the WSHD agrees to pay the ECISD \$3,743.80 during the April 19, 2023 Regular Meeting for the additional LVN services utilized in April 2023 and thereafter, increase its monthly payments to the ECISD to from \$18,333.13 to \$22,077.13 throughout the term of this Agreement.
3. Duties of ECISD:
 - (a) To utilize the compensation on mutually agreed to healthcare related expenses for District's youth attending school in the ECISD.
 - (b) ECISD shall submit a proposed budget for the use of the payments by the WSHD before the agreement is renewed each year.
 - (c) ECISD agrees to provide quarterly reports on the use of the District's payments and agrees to obtain the consent of the WSHD prior to any changes in the intended use of the District's funds.

4. Term and Termination:

(a) Term. This Agreement shall commence on the April 19, 2023 and end on December 31, 2023. Thereafter, the Agreement shall be renewed annually if the District's Board includes a line item in District's annual budget that is adopted each December. Failure to renew the Agreement, shall result in funding the agreement through August 31st and then the Agreement shall automatically terminate.

(b) Termination.

(i) Termination for Cause. Notwithstanding the termination provisions set forth in Section 4(a) above, this Agreement may be terminated for cause at any time during the Term upon thirty (30) calendar days prior written notice to the other party if the party to whom such notice is given has materially breached or otherwise failed to fulfill its obligations hereunder, including the failure to fulfill any obligation which is found to be unenforceable. The party claiming the right to terminate shall set forth in the notice the facts underlying its claim that the other party is in material breach or non-fulfillment of this Agreement and shall expressly state that the notice constitutes a termination notice under this Section. Should the alleged breach or non-fulfillment be remedied within said thirty (30) day period (to satisfaction of non-breaking party) or, if such breach or non-fulfillment cannot be cured within such thirty (30) day period but remedial efforts shall be commenced within such period and diligently pursued, the cure period may be extended for an additional period as may be necessary to cure such breach or non-fulfillment; however, in no event such breaching or non-fulfilling party have more than sixty (60) days to cure such breach, the Agreement shall continue without interruption for the remaining Term.

(ii) Termination for Convenience. After the first initial twenty (20) month period, during any renewal year terms, either party may terminate this Agreement effective at the end of a renewal year by giving a minimum sixty (60) days-notice prior to August 31 of that year.

(c) Survival. All accrued but unperformed obligations of either party shall survive termination or expiration of this Agreement. All rights and obligations of either party for indemnification hereunder arising out of or in connection with matters occurring within the Term shall survive the termination or expiration of this Agreement.

5. Venue and Governing Law: Mandatory and exclusive venue for any dispute arising out of this Agreement shall be a court of competent jurisdiction in/serving Chambers

County, Texas. This Agreement shall be governed by Texas law without regarding to conflicts of law principles.

6. Assignment: Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this Agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
7. Indemnity:

TO THE MAXIMUM EXTENT PERMITTED BY TEXAS LAW, ECISD SHALL INDEMNIFY AND HOLD HARMLESS BOTH WSHD AND ITS OFFICERS, AGENTS, INDEPENDENT CONTRACTORS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF ECISD AND ITS AGENTS, INDEPENDENT CONTRACTORS, OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, BUT ONLY TO THE EXTENT PERMITTED BY LAW.

TO THE MAXIMUM EXTENT PERMITTED BY TEXAS LAW, WSHD SHALL INDEMNIFY AND HOLD HARMLESS BOTH ECISD AND ITS OFFICERS, AGENTS, INDEPENDENT CONTRACTORS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF WSHD AND ITS AGENTS, INDEPENDENT CONTRACTORS, OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, BUT ONLY TO THE EXTENT PERMITTED BY LAW.

8. Notice: Any notice sent under this Agreement shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Executed effective as of the Effective Date by the following duly authorized representatives:

**WINNIE STOWELL HOSPITAL
DISTRICT**

By: _____

Print Name: Mr. Edward Murrell

Title: President, Winnie Stowell Hospital
District

**EAST CHAMBERS INDEPENDENT
SCHOOL DISTRICT**

By: _____

Print Name: _____

Title: _____

**2nd AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
EAST CHAMBERS INDEPENDENT SCHOOL DISTRICT
AND THE WINNIE-STOWELL HOSPITAL DISTRICT**

This **INTERLOCAL AGREEMENT BETWEEN EAST CHAMBERS INDEPENDENT SCHOOL DISTRICT AND THE WINNIE-STOWELL HOSPITAL DISTRICT** (herein "Agreement") is entered into effective the ___ day of ~~August~~ April 19, 2023, by and between, Winnie-Stowell Hospital District, a political subdivision of the State of Texas, and the East Chambers Independent School District, a political subdivision of the State of Texas pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

RECITALS

WHEREAS, The East Chambers Independent School District ("ECISD") is a school district located in Chambers County, Texas;

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

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

WHEREAS, ECISD provides public education and certain related healthcare services to students within its boundaries, many of whom are considered economically disadvantaged and many of whom qualify for free-and-reduced meals in accord with federal child nutrition laws as well as for the Indigent Care Program pursuant to the guidelines adopted by the WSHD as well as Chapter 61 of the Texas Health and Safety Code;

WHEREAS, the boundaries of ECISD and WSHD are the same; and

~~**WHEREAS**, ECISD and WSHD seek to enter into an agreement whereby WSHD compensates ECISD to provide services to benefit ECISD students and further the mission of providing healthcare services to WSHD's needy inhabitants.~~

~~**WHEREAS**, the original Interlocal Agreement was executed on January 20, 2016 whereby the District agreed to pay \$180,000.00 per year and was then amended on August~~

21, 2019 to include Section 3 of the Agreement that enables the ECISD to have some flexibility in Budget.

WHEREAS, during the October 20, 2021 Regular Meeting the Board adopted a rate increase from \$180,000.00 to \$220,000.00 per year to assist with the increased costs of salaries, benefits, supplies, and other expenses.

WHEREAS, ECISD and WSHD now seek to enter into an 2nd Amended and Restated Interlocal Agreement whereby the WSHD shall provide additional compensation to the current funding level of \$220,000.00 per year to the ECISD in the amount of \$33,694.00, or \$3,743.80 per month, for the 2023 WSHD Fiscal Year (i.e., \$18,719.00 for April through August 2023 to complete the ECISD Fiscal Year and \$14,795.20 for September through December 2023 to complete the WSHD's fiscal year) and then \$44,924.00 for the District's upcoming fiscal years if the Agreement is renewed.

WHEREAS, pursuant to the attached request for additional funding these additional funds shall be used to pay for an additional full time LVN Nurse who was previously paid through grant from Education Service Center-Region 5 to expired on March 31, 2023.

THEREFORE, BE IT RESOLVED THAT, ECISD and WSHD enter into this Interlocal Agreement in accordance with Chapter 791 of the Texas Government Code with the following terms and conditions:

1. Purpose: The purpose of this Agreement is to provide healthcare related services to the students of ECISD that further the mission and goals of both ECISD and WSHD.
- ~~2. Duties of WSHD: To pay ECISD \$15,000.00 per month to beginning in August 2019 for a total twelve (12) months.~~
2. Duties of WSHD: In addition to the monthly payment of \$18,333.33 made at the beginning of each month, the WSHD agrees to pay the ECISD \$3,743.80 during the April 19, 2023 Regular Meeting for the additional LVN services utilized in April 2023 and thereafter, increase its monthly payments to the ECISD to from \$18,333.13 to \$22,077.13 throughout the term of this Agreement.
3. Duties of ECISD:
 - (a) To utilize the compensation on mutually agreed to healthcare related expenses for District's youth attending school in the ECISD.
 - (b) ECISD shall submit a proposed budget for the use of the payments by the WSHD before the agreement is renewed each year.

- (c) ECISD agrees to provide quarterly reports on the use of the District's payments and agrees to obtain the consent of the WSHD prior to any changes in the intended use of the District's funds.

4. Term and Termination:

(a) Term. This Agreement ~~is for a term of twelve (12) months commencing~~shall commence on the ~~Effective Date~~April 19, 2023 and ~~ending~~end on ~~August~~December 31, ~~2020~~2023. Thereafter, the Agreement ~~may~~shall be renewed ~~on an~~annually if the District's Board includes a line item in District's annual ~~basis~~budget that is adopted each December. Failure to renew the Agreement ~~by August 31st~~, shall result in automatic termination of funding the agreement through August 31st and then the Agreement shall automatically terminate.

(b) Termination.

(i) Termination for Cause. ~~This~~Notwithstanding the termination provisions set forth in Section 4(a) above, this Agreement may be terminated for cause at any time during the Term upon thirty (30) calendar days prior written notice to the other party if the party to whom such notice is given has materially breached or otherwise failed to fulfill its obligations hereunder, including the failure to fulfill any obligation which is found to be unenforceable. The party claiming the right to terminate shall set forth in the notice the facts underlying its claim that the other party is in material breach or non-fulfillment of this Agreement and shall expressly state that the notice constitutes a termination notice under this Section. Should the alleged breach or non-fulfillment be remedied within said thirty (30) day period (to satisfaction of non-breaking party) or, if such breach or non-fulfillment cannot be cured within such thirty (30) day period but remedial efforts shall be commenced within such period and diligently pursued, the cure period may be extended for an additional period as may be necessary to cure such breach or non-fulfillment; however, in no event such breaching or non-fulfilling party have more than sixty (60) days to cure such breach, the Agreement shall continue without interruption for the remaining Term.

(ii) Termination for Convenience. After the first initial twenty (20) month period, during any renewal year terms, either party may terminate this Agreement effective at the end of a renewal year by giving a minimum sixty (60) days-notice prior to August 31 of that year.

(c) Survival. All accrued but unperformed obligations of either party shall survive termination or expiration of this Agreement. All rights and obligations of either

party for indemnification hereunder arising out of or in connection with matters occurring within the Term shall survive the termination or expiration of this Agreement.

5. Venue and Governing Law: Mandatory and exclusive venue for any dispute arising out of this Agreement shall be a court of competent jurisdiction in/serving Chambers County, Texas. This Agreement shall be governed by Texas law without regarding to conflicts of law principles.
6. Assignment: Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this Agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
7. Indemnity:

TO THE MAXIMUM EXTENT PERMITTED BY TEXAS LAW, ECISD SHALL INDEMNIFY AND HOLD HARMLESS BOTH WSHD AND ITS OFFICERS, AGENTS, INDEPENDENT CONTRACTORS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF ECISD AND ITS AGENTS, INDEPENDENT CONTRACTORS, OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, BUT ONLY TO THE EXTENT PERMITTED BY LAW.

TO THE MAXIMUM EXTENT PERMITTED BY TEXAS LAW, WSHD SHALL INDEMNIFY AND HOLD HARMLESS BOTH ECISD AND ITS OFFICERS, AGENTS, INDEPENDENT CONTRACTORS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF WSHD AND ITS AGENTS, INDEPENDENT CONTRACTORS, OR EMPLOYEES, IN THE

EXECUTION OR PERFORMANCE OF THIS AGREEMENT, BUT ONLY TO THE EXTENT PERMITTED BY LAW.

8. Notice: Any notice sent under this Agreement shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

To: Winnie-Stowell Hospital District Attn: District's Chairman P. O. Box 1997 Winnie, Texas 77665	To: East Chambers ISD Attn: Superintendent 1955 State Highway 124 Winnie, TX 77665
--	---

9. Insurance and Additional Insured: During the Term, ECISD shall, at its sole cost and expense, procure and maintain policies of insurance and/or provide and maintain self-insurance insuring against comprehensive general liability and professional liability for damages directly or indirectly related to the performance of any service provided in this Agreement, and the use of any property and facilities provided by ECISD in connection with this Agreement, in such amounts, on such terms and with such deductibles as are then commonly maintained by school districts with facilities and operations similar to those of ECISD. To the extent that the Parties determine that it is economically or otherwise feasible, **the ECISD will use its best efforts to name the WSHD as an additional insured, to the ECISD's comprehensive general liability and professional liability insurance policies** and from time to time, ECISD will furnish WSHD with certificates evidencing such insurance and/or self-insurance; and ECISD shall promptly advise WSHD of any change in the insurance and/or self-insurance maintained by ECISD.
10. Immunities: Nothing in this Agreement waives or alters any immunities provided to either party and/or their respective officers, employees, or agents under Texas or federal law.
11. Severability: In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
12. Authority: Each party acknowledges that the governing body of each party to the Agreement has authorized this Agreement. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party. The parties agree that the payment(s) under this Agreement are an amount that fairly compensates the performing party for services or functions performed under the Agreement.

13. Benefit for Signatory Parties Only: This Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

14. Entire Agreement: This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understandings or agreements.

Executed effective as of the Effective Date by the following duly authorized representatives:

WINNIE STOWELL HOSPITAL DISTRICT	EAST CHAMBERS INDEPENDENT SCHOOL DISTRICT
By: _____	By: _____
Print Name: Mr. Edward Murrell	Print Name: _____
Title: President, Winnie Stowell Hospital District	Title: _____

Exhibit “F”

Hubert Oxford IV

From: Patricia Ojeda <patricia@wshd-tx.com>
Sent: Tuesday, April 18, 2023 9:08 AM
To: Hubert Oxford IV
Subject: Re: FW: FQHC Fee for WSHD Indigent Clients
Attachments: FQHC Price Discussion Documents.pdf

Here are the documents we used to determine the \$85.

To explain, I had done some research on possible reimbursement rates before meeting with Kaley and prepared the following for negotiation purposes:

- Since I understood that the FQHC would be reimbursed at the private clinic medicaid rate to begin with, I pulled the amount we are currently paying Thompson Outpatient Clinic. The reimbursement rate for the highest levels of service are \$81.24 for a new patient and \$47.68 for an established patient.
- We currently pay Riceland a flat fee of \$112.22 per visit
- I pulled the HHSC documents related to current 2023 FQHC reimbursement rates and found that Bayside Clinic (OmniPoint Health) was currently eligible for a flat rate fee of \$140.27 per visit. Then, I found the 11/4/22 Updated FQHC Prospective Payment System document that states the FQHC reimbursement fee will be \$187.19 per visit.

Kaley provided the "WSHD Indigent and CGHC Sliding Fee Scale" document and the actual "Sliding Fee Schedule" document. Then, after discussing what we are currently paying both existing clinics, I asked Kaley to provide a proposed reimbursement fee (without sharing the HHSC documents), and when she offered the copay (\$45) plus visit balance (\$40) for a total of \$85, I felt that was a very fair offer.

I then shared that amount with Bobby & Jeff and they agreed that was a fair price.

Patricia Ojeda



Indigent Care Director

Office: (409)296-1003

Fax: (409)400-4023

Email: Patricia@WSHD-TX.com

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On Tue, Apr 18, 2023 at 8:33 AM Hubert Oxford IV <hoxfordiv@benoxford.com> wrote:

Is there a document that shows this? If so, will you send it to me?

Hubert Oxford, IV

Benckenstein & Oxford, L.L.P.

3535 Calder Avenue, Suite 300

Beaumont, Texas 77706

(409) 951-4721 Direct

(409) 351-0000 Cell

(409) 833-8819 Fax

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delete the e-mail promptly. If there is any question or difficulty, please notify us by calling us collect at phone number (409) 833-9182.

From: Patricia Ojeda <patricia@wshd-tx.com>
Sent: Tuesday, April 18, 2023 8:29 AM
To: Hubert Oxford IV <hoxfordiv@benoxford.com>
Cc: Sherrie Norris <sherrie@wshd-tx.com>
Subject: Re: FW: FQHC Fee for WSHD Indigent Clients

Since our clients will not pay a copay, it was the copay amount for the FQHC sliding scale for someone at >150% of FPL (\$45) plus the balance of the cost of the visit (\$40). Otherwise, the total cost of the visit (\$85)

Patricia Ojeda



Indigent Care Director

Office: (409)296-1003

Fax: (409)400-4023

Email: Patricia@WSHD-TX.com

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On Tue, Apr 18, 2023 at 8:00 AM Hubert Oxford IV <hoxfordiv@benoxford.com> wrote:

Patricia,

How did you all arrive at \$85.00 per visit? That is, what is the basis for the \$85.00?

Hubert Oxford, IV

Benckenstein & Oxford, L.L.P.

3535 Calder Avenue, Suite 300

Beaumont, Texas 77706

(409) 951-4721 Direct

(409) 351-0000 Cell

(409) 833-8819 Fax

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From: Patricia Ojeda <patricia@wshd-tx.com>

Sent: Tuesday, February 14, 2023 2:18 PM

To: Hubert Oxford IV <hoxfordiv@benoxford.com>; Bobby Way <bobw1212@aol.com>; Jeff Rollo <rollojer@yahoo.com>

Cc: Sherrie Norris <sherrie@wshd-tx.com>

Subject: FQHC Fee for WSHD Indigent Clients

Good afternoon,

Kaley and I have further discussed the billing process and fees for our Indigent clients, and have come to a very reasonable process and payment agreement, which I believe the Indigent Care Committee will approve.

I would like to meet with the Indigent Care Committee a few minutes before tomorrow's Board meeting, if possible, to discuss the attached flow chart further.

Thank you,

Patricia Ojeda



Indigent Care Director

Office: (409)296-1003

Fax: (409)400-4023

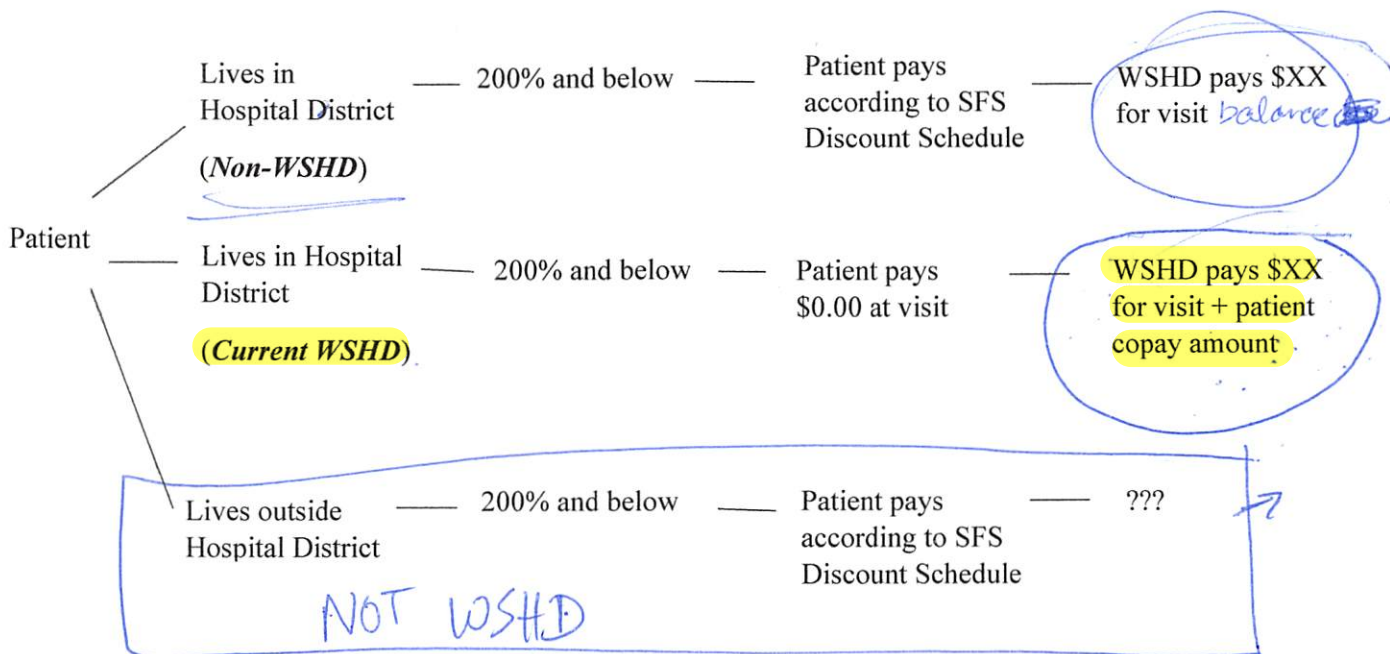
Email: Patricia@WSHD-TX.com

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1/6/23 FQHC Meeting

WSHD Indigent and CGHC Sliding Fee Scale Patients



Other items not included in the primary medical care visit:

- Laboratory → Additional charge/reimbursement
- Radiology
- Pharmaceuticals ↓
- Immunizations*

Clinic Opens End of Jan to mid Feb

Non-WSHD^{ICAP} — May need a lump sum payment @ 1st of year
WSHD^{ICAP} — Pay total cost for patient (copay + visit balance)

**Coastal Gateway Health Center
Sliding Fee Scale
Calendar Year 2022**

	100% and Below		101%-125%		126%-150%		151%-175%		176%-200%		Over 200%
Family Size	A		B		C		D		E		Full Charge
	>=	<=	>=	<=	>=	<=	>=	<=	>=	<=	>=
1	\$0	\$13,590	\$13,591	\$16,989	\$16,990	\$20,385	\$20,386	\$23,783	\$23,784	\$27,180	\$27,181
2	\$0	\$18,310	\$18,311	\$22,889	\$22,890	\$27,465	\$27,466	\$32,043	\$32,044	\$36,620	\$36,621
3	\$0	\$23,030	\$23,031	\$28,789	\$28,790	\$34,545	\$34,546	\$40,303	\$40,304	\$46,060	\$46,061
4	\$0	\$27,750	\$27,751	\$34,689	\$34,690	\$41,625	\$41,626	\$48,563	\$48,564	\$55,500	\$55,501
5	\$0	\$32,470	\$32,471	\$40,589	\$40,590	\$48,705	\$48,706	\$56,823	\$56,824	\$64,940	\$64,941
6	\$0	\$37,190	\$37,191	\$46,489	\$46,490	\$55,785	\$55,786	\$65,083	\$65,084	\$74,380	\$74,381
7	\$0	\$41,910	\$41,911	\$52,389	\$52,390	\$62,865	\$62,866	\$73,343	\$73,344	\$83,820	\$83,821
8	\$0	\$46,630	\$46,631	\$58,289	\$58,290	\$69,945	\$69,946	\$81,603	\$81,604	\$93,260	\$93,261
Medical	\$15		\$25		\$35		\$45		\$55		Full Charge
Dental	\$15		\$25		\$35		\$45		\$55		Full Charge
Behavioral Health	\$15		\$25		\$35		\$45		\$55		Full Charge

For families with more than 8 member, please add \$4,720 for each additional member

Billing /Payment Options for Coastal Gateway Health Clinic

As Start-up:

WSHD payment will be at the Private Clinic Medicaid reimbursement rate, like Thompson Outpatient Clinic.

New Patient Clinic Visit:

- 99202 – Billed \$146.00 and paid \$39.04 (Mid-Level Provider) / \$41.09 (MD)
- 99203 – Billed \$212.00 and paid \$52.74 (Mid-Level Provider) / \$55.52 (MD)
- 99204 – Billed \$293.00 and paid \$77.18 (Mid-Level Provider) / 81.24 (MD) *

Established Patient Clinic Visit:

- 99211 - Billed \$76.00 and paid \$13.49 (Mid-Level Provider) / \$13.49 (MD)
- 99212 - Billed \$92.00 and paid \$21.46 (Mid-Level Provider) / \$22.59 (MD)
- 99213 - Billed \$129.00 and paid \$32.25 (Mid-Level Provider) / \$33.95 (MD)
- 99214 – Billed \$193 and paid \$45.30 (Mid-Level Provider) / \$47.68 (MD) *

Once Established as an FQHC:

Option 1:

- **For current WSHD Indigent Clients –**

The WSHD Client will complete the FQHC Grant application process, and if approved, WSHD will pay the FQHC their designated FQHC co-pay amount.

- **For NON- WSHD Indigent Clients –**

Grant eligible FQHC Patients with 200% FPL or less income will be referred to WSHD to apply for Indigent Care. This will mean 2 application for the patient, but the WSHD Indigent Care Director will coordinate with the FQHC to minimize the inconvenience to the patient.

- If approved, WSHD will pay the FQHC their designated FQHC co-pay amount.
- If denied, WSHD will not be responsible for paying the FQHC. However, the WSHD District Board may decide, at their discretion, to assist with the uncompensated care expense for those patients.

Option 2:

- **For current WSHD Indigent Clients –**

The WSHD Client will NOT complete the FQHC Grant application process, and WSHD will pay the FQHC either an agreed upon flat rate per clinic visit, or the appropriate Medicaid reimbursement amount.

- **For NON-WSHD Indigent Clients –**

Option 1: Grant eligible FQHC Patients with 200% FPL or less income will be referred to WSHD to apply for Indigent Care. This will mean 2 application for the patient, but the WSHD Indigent Care Director will coordinate with the FQHC to minimize the inconvenience to the patient.

- If approved, WSHD will pay the FQHC their designated FQHC co-pay amount
- If denied, WSHD will not be responsible for paying the FQHC. However, the WSHD District Board may decide, at their discretion, to assist with the uncompensated care expense for those patients.

Option 2: The FQHC may request financial assistance from the WSHD District Board to assist with the uncompensated care expense for those patients. The Board's decision will be at their discretion.

2023 FQHC Rates

TEXAS FQHC REIMBURSEMENT RATES Effective on or Before 01/01/2023

TPZ	NPI	Name	Street Address	City	Zip	County	Prior Rate	Prior Rate Effective Date	Current Rate	Current Rate Effective Date	Rate Change Indicator
41029420	1386724127	AMSTAR COMMUNITY HEALTH CENTERS INCORPORATED	1511 S BROWLIE BLVD STE 100	CORPUS CHRISTI	78404	MIQUELES	\$233.46	07/01/2022	\$243.50	07/01/2023	Y
41029420	138122176	AMSTAR COMMUNITY HEALTH CENTERS INCORPORATED	1411 W WHEELER AVE	ARANSAS PASS	78336	SAN PATRICKO	\$233.46	07/01/2022	\$243.50	07/01/2023	Y
43735701	1245995521	AMSTAR COMMUNITY HEALTH CENTERS INCORPORATED-AMSTAR COMMUNITY HEALTH CENTER INCORPORATED - AP	1443R BELLAIRE BLVD	HOUSTON	77063	HARRIS	\$239.51	07/01/2022	\$249.81	07/01/2023	Y
438332701	1518343271	ASIAN AMERICAN HEALTH COALITION FOR THE GREATER HO-PE CLINIC ALIF	1271 WESTHEIMER RD STE 205	HOUSTON	77077	HARRIS	\$239.51	07/01/2022	\$249.81	07/01/2023	Y
401288201	1271685009	ASIAN AMERICAN HEALTH COALITION FOR THE GREATER HO-PE CLINIC	2001 CORPORATE DR STE 120	HOUSTON	77036	HARRIS	\$239.51	07/01/2022	\$249.81	07/01/2023	Y
43828601	1699266754	ASIAN AMERICAN HEALTH COALITION-HOPE CLINIC	310 W OAKLAH RD	PLEASANTON	78664	HARRIS	\$171.33	07/01/2021	\$175.78	07/01/2022	N
092952301	1750364998	ATASCOSA HEALTH CENTER, INC	105 E THORNTON	THREE RIVERS	78071	LIVE OAK	\$171.33	07/01/2021	\$175.78	07/01/2022	N
092952302	1583928058	ATASCOSA HEALTH CENTER, INC	105 E THORNTON	THREE RIVERS	78071	LIVE OAK	\$171.33	07/01/2021	\$175.78	07/01/2022	N
092952303	1583928059	ATASCOSA HEALTH CENTER, INC	105 E THORNTON	THREE RIVERS	78071	LIVE OAK	\$171.33	07/01/2021	\$175.78	07/01/2022	N
357243071	1164897472	ATASCOSA HEALTH CENTER, INC	203 HACKBERRY ST	TULET	78022	HARRIS	\$171.33	07/01/2021	\$175.78	07/01/2022	N
357243072	1003352029	ATASCOSA HEALTH CENTER, INC	19010 PRELUD BLVD	ATASCOSA	78052	HARRIS	\$171.33	07/01/2021	\$175.78	07/01/2022	N
312555101	1083450916	ATASCOSA HEALTH CENTER, INC	257 S DANNA MARIA AVE	KARNES CITY	78118	KARNES	\$171.33	07/01/2021	\$175.78	07/01/2022	N
429294901	1518931027	BARRIO COMPREHENSIVO FAMILY HEALTH CARE CENTER	810 CALI CARRAN RD	SAN ANTONIO	78216	BEAR	\$166.07	07/01/2021	\$170.39	07/01/2022	N
092952304	1525201442	BARRIO COMPREHENSIVO FAMILY HEALTH CARE CENTER	302 E QUINCY ST STE 102	SAN ANTONIO	78215	BEAR	\$166.07	07/01/2021	\$170.39	07/01/2022	N
092952305	1205101142	BARRIO COMPREHENSIVO FAMILY HEALTH CARE CENTER	1941 S INTERSTATE 35	SAN ANTONIO	78266	HAYS	\$166.07	07/01/2021	\$170.39	07/01/2022	N
238410801	1901881378	BARRIO COMPREHENSIVO FAMILY HEALTH CARE CENTER	201 STILLWATER # 6	WIBBERLEY	78676	HAYS	\$166.07	07/01/2021	\$170.39	07/01/2022	N
35166801	1750714554	BARRIO COMPREHENSIVO FAMILY HEALTH CARE CENTER	201 STILLWATER # 6	WIBBERLEY	78676	HAYS	\$166.07	07/01/2021	\$170.39	07/01/2022	N
44731301	1275284309	BARRIO COMPREHENSIVO FAMILY HEALTH CARE CENTER	6838 ALAMO HWY STE 5	SAN ANTONIO	78253	BEAR	\$	07/01/2021	\$170.39	07/01/2022	Y
092952306	1528608990	BARRIO COMPREHENSIVO FAMILY HEALTH CARE CENTER	25306 TRINIDAD LEDGE STE 101	SAN ANTONIO	78259	BEAR	\$	07/01/2021	\$170.39	07/01/2022	Y
092952307	1528609000	BARRIO COMPREHENSIVO FAMILY HEALTH CARE CENTER	25306 TRINIDAD LEDGE STE 101	SAN ANTONIO	78259	BEAR	\$	07/01/2021	\$170.39	07/01/2022	Y
20189001	1003282750	BARRIO COMPREHENSIVO FAMILY HEALTH CARE CENTER	1300 ROCKWELL AVE STE 365	SAN ANTONIO	78216	BEAR	\$166.07	07/01/2021	\$170.39	07/01/2022	N
33588101	1109427208	BARRIO COMPREHENSIVO FAMILY HEALTH CARE CENTER	430 W BANDERA RD STE 9	BOERNE	78002	HEWELL	\$166.07	07/01/2021	\$170.39	07/01/2022	N
33588102	1109427209	BARRIO COMPREHENSIVO FAMILY HEALTH CARE CENTER	14811 SAN PEDRO AVE	SAN ANTONIO	78232	BEAR	\$166.07	07/01/2021	\$170.39	07/01/2022	N
33588103	1109427210	BARRIO COMPREHENSIVO FAMILY HEALTH CARE CENTER	1301 MEMORIAL DR	SAN ANTONIO	78202	BEAR	\$166.07	07/01/2021	\$170.39	07/01/2022	N
33588104	1109427211	BARRIO COMPREHENSIVO FAMILY HEALTH CARE CENTER	2119 W INTERSTATE 10	SAN ANTONIO	78252	BEAR	\$166.07	07/01/2021	\$170.39	07/01/2022	N
399128301	1184280538	BARRIO COMPREHENSIVO FAMILY HEALTH CARE CENTER	1159 W INTERSTATE 10 SITE 2101	HELOTES	78023	BEAR	\$166.07	07/01/2021	\$170.39	07/01/2022	N
399128302	1063306202	BARRIO COMPREHENSIVO FAMILY HEALTH CARE CENTER	12850 BANDERA RD	HELOTES	78023	BEAR	\$166.07	07/01/2021	\$170.39	07/01/2022	N
413381601	1528608990	BARRIO COMPREHENSIVO FAMILY HEALTH CARE CENTER	5138 ALFA BLVD STE 116	SAN ANTONIO	78249	BEAR	\$166.07	07/01/2021	\$170.39	07/01/2022	N
413381602	1528608990	BARRIO COMPREHENSIVO FAMILY HEALTH CARE CENTER	11330 W US HIGHWAY 90 STE 110	SAN ANTONIO	78252	BEAR	\$166.07	07/01/2021	\$170.39	07/01/2022	N
329829201	1710432924	BAYSIDE CLINIC	621 S ROSS STERLING	AMARILLO	79104	CHAMBERG	\$136.72	06/01/2021	\$140.27	06/01/2022	N
27254400	1417033341	BAYSIDE CLINIC	621 S ROSS STERLING	AMARILLO	79104	CHAMBERG	\$136.72	06/01/2021	\$140.27	06/01/2022	N
284519704	1669050956	BEE WEISS CLINIC	8795 W BELFORT ST	HOUSTON	77031	HARRIS	\$153.54	07/01/2022	\$162.23	07/01/2023	Y
284519705	1669050957	BEE WEISS CLINIC	8795 W BELFORT ST	HOUSTON	77031	HARRIS	\$153.54	07/01/2022	\$162.23	07/01/2023	Y
207274301	1558453311	BEAZOS VALLEY COMMUNITY ACTION AGENCY, INC	5986 BISSONNET ST STE 623	HOUSTON	77036	HARRIS	\$153.54	07/01/2022	\$162.23	07/01/2023	Y
292224501	1750470084	BEAZOS VALLEY COMMUNITY ACTION AGENCY, INC	100 W CROSS ST	MADISONVILLE	77864	HARRIS	\$203.57	07/01/2021	\$208.86	07/01/2022	N
292224502	1841264551	BEAZOS VALLEY COMMUNITY ACTION AGENCY, INC	608 W US HIGHWAY 79	FRANKLIN	77856	ROBERTSON	\$203.57	07/01/2021	\$208.86	07/01/2022	N
154402701	1649186443	BEAZOS VALLEY COMMUNITY ACTION AGENCY, INC	1301 MEMORIAL DR	BRYAN	77802	ROBERTSON	\$203.57	07/01/2021	\$208.86	07/01/2022	N
287922001	1275126655	BEAZOS VALLEY COMMUNITY ACTION AGENCY, INC	1602 ROCK PRAIRIE RD STE 300	COLLEGE STATION	77845	BRADDOCK	\$203.57	07/01/2021	\$208.86	07/01/2022	N
287922002	1609150465	BEAZOS VALLEY COMMUNITY ACTION AGENCY, INC	1103 WOODSON DR	HEMPSTEAD	77446	WALLER	\$203.57	07/01/2021	\$208.86	07/01/2022	N
287922003	1063188774	BEAZOS VALLEY COMMUNITY ACTION AGENCY, INC	215 FM 1488 RD	HEMPSTEAD	77446	WALLER	\$203.57	07/01/2021	\$208.86	07/01/2022	N
185649001	1568519122	BEAZOS VALLEY COMMUNITY ACTION AGENCY, INC	1002 W BROWN ST	CENTREVILLE	75833	ROBERTSON	\$203.57	07/01/2021	\$208.86	07/01/2022	N
154402702	1275205553	BEAZOS VALLEY COMMUNITY ACTION AGENCY, INC	600 MEMORY LN	SOBERVILLE	77879	ROBERTSON	\$203.57	07/01/2021	\$208.86	07/01/2022	N
287922004	1427331851	BEAZOS VALLEY COMMUNITY ACTION AGENCY, INC	1002 W BROWN ST	SOBERVILLE	77879	ROBERTSON	\$203.57	07/01/2021	\$208.86	07/01/2022	N
287922005	1427331852	BEAZOS VALLEY COMMUNITY ACTION AGENCY, INC	600 MEMORY LN	SOBERVILLE	77879	ROBERTSON	\$203.57	07/01/2021	\$208.86	07/01/2022	N
392658601	1184192064	BEAZOS VALLEY COMMUNITY ACTION AGENCY, INC	1015 BAAK LN	ROCKDALE	75082	ROBERTSON	\$203.57	07/01/2021	\$208.86	07/01/2022	N
009951607	1700973187	BEAZOS VALLEY COMMUNITY ACTION AGENCY, INC	1905 DOW CROSSING LN STE C	NAVASOTA	77869	GRIFFIN	\$203.57	07/01/2021	\$208.86	07/01/2022	N
287922006	1740366034	BROWNVILLE COMMUNITY HEALTH CLINIC CORPORATION-BROWNVILLE COMMUNITY HEALTH CENTER	2137 E 27ND ST	BROWNVILLE	78521	CARSON	\$241.62	07/01/2021	\$254.06	07/01/2022	N
287922007	1063188774	BROWNVILLE COMMUNITY HEALTH CLINIC CORPORATION-BROWNVILLE COMMUNITY HEALTH CENTER	95 E FRUIT RD BLDG D	BROWNVILLE	78521	CARSON	\$241.62	07/01/2021	\$254.06	07/01/2022	N
287922008	1627155468	BROWNVILLE COMMUNITY HEALTH CLINIC CORPORATION-NEW HOUSTON MEDICAL CENTER	700 N MAIN STREET	PORT STOCKTON	78155	PECOS	\$211.52	06/01/2021	\$218.10	06/01/2022	N
170514101	1962646740	CALTUS HEALTH SERVICES, INC	500 E 7TH ST	AUSTIN	78701	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655801	1073541861	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	8656 W HIGHWAY 71 STE C	AUSTIN	78735	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655802	1790296374	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	3518 FM 973	DEL VALLE	78617	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
394104103	1790296374	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	3706 S 157 ST	MAHOR	78655	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655804	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655805	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655806	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655807	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655808	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655809	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655810	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655811	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655812	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655813	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655814	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655815	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655816	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655817	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655818	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655819	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655820	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655821	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655822	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655823	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655824	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655825	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	14008 SHADOWGLEN BLVD	AUSTIN	78758	TRAVIS	\$272.92	06/01/2021	\$280.02	06/01/2022	N
204655826	1902914537	CENTRAL TEXAS COMMUNITY HEALTH CENTERS	1400								

Attachment - Recurring Update Notification

Pub. 100-04	Transmittal: 11677	Date: November 4, 2022	Change Request: 12961
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SUBJECT: Update to the Federally Qualified Health Center (FQHC) Prospective Payment System (PPS) for Calendar Year (CY) 2023

EFFECTIVE DATE: January 1, 2023

**Unless otherwise specified, the effective date is the date of service.*

IMPLEMENTATION DATE: January 3, 2023

I. GENERAL INFORMATION

A. Background: Section 10501(i)(3)(A) of the Affordable Care Act (Pub. L. 111–148 and Pub. L. 111–152) added Section 1834(o) of the Act to establish a payment system for the costs of Federally Qualified Health Center (FQHC) services under Medicare Part B based on prospectively set rates. In the Prospective Payment System (PPS) for FQHC Final Rule published in the May 2, 2014 Federal Register (79 FR 25436), the Centers for Medicare & Medicaid Services (CMS) implemented a methodology and payment rates for FQHCs under the PPS beginning on October 1, 2014.

B. Policy: Under the FQHC PPS, Medicare pays FQHCs based on the lesser of their actual charges or the PPS rate for all FQHC services furnished to a beneficiary on the same day when a medically necessary face-to-face FQHC visit is furnished to a Medicare beneficiary. Section 1834(o)(2)(B)(ii) of the Act requires that the payment for the first year after the implementation year be increased by the percentage increase in the Medicare Economic Index (MEI). In subsequent years, the FQHC PPS base payment rate will be increased by the percentage increase in a market basket of FQHC goods and services, or if such an index is not available, by the percentage increase in the MEI.

Beginning in 2017, the FQHC PPS rate is updated annually by the FQHC market basket. Based on historical data through second quarter 2022, the FQHC market basket for Calendar Year (CY) 2023 is 3.9 percent. **From January 1, 2023 through December 31, 2023, the FQHC PPS base payment rate is \$187.19.** The 2023 base payment rate reflects a 3.9 percent increase above the 2022 base payment rate of \$180.16.

In accordance with Section 1834(o)(1)(A) of the Act, the FQHC PPS base rate is adjusted for each FQHC by the FQHC Geographic Adjustment Factor (GAF), based on the Geographic Practice Cost Indices (GPCIs) used to adjust payment under the Physician Fee Schedule (PFS). The FQHC GAF is adapted from the work and practice expense GPCIs, and are updated when the work and practice expense GPCIs are updated for the PFS. For CY 2023, the FQHC PPS GAFs have been updated in order to be consistent with the statutory requirements.

Contractors shall load the FQHC Pricer effective January 1, 2023.

II. BUSINESS REQUIREMENTS TABLE

"Shall" denotes a mandatory requirement, and "should" denotes an optional requirement.

**INDIGENT CARE SUPPORT AGREEMENT
WINNIE STOWELL HOSPITAL DISTRICT AND
COASTAL GATEWAY HEALTH CLINIC**

THIS INDIGENT CARE SUPPORT AGREEMENT (“Agreement”), effective as of March 16, 2022 (the “Effective Date”), is by and between Winnie-Stowell Clinic District (“District”) and Coastal Gateway Health Clinic, a Texas non-profit corporation (“Clinic”). District and Clinic are sometimes referred to in this Agreement, individually, as a “Party” or, together, as the “Parties.”

WHEREAS, the District is a “voter approved” District formed under the authority of Article 9, Section 9 of the Texas Constitution and Chapter 286 of the Texas Health & Safety Code, and is subject to the terms and conditions of the Texas Indigent Healthcare and Treatment Act (Texas Health & Safety Code Ch. 61) (collectively, the “Authorizing Legislation”); and

WHEREAS, pursuant to the Authorizing Legislation, the District is obligated to assume full responsibility for providing medical and Clinic care for its Indigent inhabitants. *See* Tex. Const. Art. IX, § 9 (2014) (emphasis added); Tex. Att’y. Gen. Op. No. JM-858 (1988); and Tex. Att’y. Gen. Op. No. JC-0220 (2000); and

WHEREAS, Authorizing Legislation states that the District “shall assume full responsibility for furnishing medical and Clinic care for the district's needy inhabitants, and the District, without charge, shall supply to a patient residing in the district the care and treatment that the patient . . . cannot pay.” *See* Tex. Health & Safety Code §§ 286.073, 286.082, and 61.052(a); and

WHEREAS, District is empowered by Chapter 61 of the Texas Health and Safety Code (the “Indigent Healthcare and Treatment Act”) to enter into contracts relating to or arranging for the provision of such Health Care services; and

WHEREAS, pursuant to Texas Attorney General Opinion No. JC-0220 and as modified by Texas Attorney General Opinion No. JC-0434, the Texas Attorney general has interpreted the “Authorizing Legislation” as permitting a duly formed hospital district to provide Clinic and medical care to its Indigent and needy inhabitants through a contract with a private Clinic system, and to compensate such system through payment of subsidies and other amounts, without violating the Authorizing Legislation or other laws. *See* Tex. Att’y Gen. Op. No. JC-0220 (2000) and JC-0434 (2001); and

WHEREAS, District has determined that this Agreement is in the best interest of District and its residents and is necessary to enable District to fulfill its obligations to provide for the provision of Health care services to indigent and needy residents of the District; and

WHEREAS, in exchange for the Clinic’s agreement to provide medically necessary Health Care Services to the District’s Indigent, the District agrees to make monthly payments as established in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

- a. Indigent. As used in this Agreement, “Indigent” shall mean at any time a person who has been accepted to be a participant in the District’s Indigent Program in accordance with the Indigent Healthcare Policy & Procedures Statement adopted by the District’s Board on June 20, 2019, or subsequent versions of the Policy (“District’s Indigent Policy & Procedure Statement”), a copy of which shall be provided to Clinic upon execution of this Agreement, and thereafter within ten (10) days following any amendment thereto. The District acknowledges that the Clinic’s commitments hereunder have been determined based upon the current definition of “Indigent” utilized by District and the anticipated financial impact thereof, and that a change in the definition which results in expanded coverage for District residents could have significant negative financial implications for the Clinic. As such, the Parties agree that any change to the definition of “Indigent” adopted by District after the Effective Date of this Agreement which would materially increase the number of individuals who qualify for Health Care Services hereunder and/or the financial burden to Clinic of providing Health Care Services to such Individual hereunder must be consented to by Clinic, in which case the Parties will meet to discuss the financial burdens created by such change and to negotiate a change in the amount of the subsidy to be provided by the District to offset such additional financial burdens.
- b. Medically Necessary. As used in this Agreement, the term “Medically Necessary” shall mean the services set forth in the District’s Indigent Policy & Procedure Statement which, pursuant to the terms and conditions of this Agreement, are determined by the qualified Medical Provider, as may be appropriate in each case, to be:
- i. appropriate and necessary for the symptoms, diagnosis, or treatment of the medical conditions of the Indigent presenting himself or herself for treatment;
 - ii. provided for the diagnosis or direct care and treatment of the medical condition of the Indigent presenting himself or herself for treatment;
 - iii. not primarily for the convenience of the Indigent, the Indigent’s physician, or clinic and
 - iv. the appropriate level of service needed to provide safe and adequate care.
- c. Health Care Services. As used in this Agreement, “Health Care Services” shall mean those Medically Necessary Healthcare services provided to Indigent residents of this District under

1) Indigent Healthcare Policy & Procedures Statement in effect on the date of this Agreement; 2) Chapter 61 of the Texas Health and Safety Code; 3) the Rules of the Texas Department of Health and Human Services promulgated thereunder; or any other Health Care Services provided by the Clinic. However, the Clinic shall not be obligated to provide any service which the Clinic does not offer and which the Clinic does not otherwise make available to non-Indigent Clinic Patients (whether under an arrangement with third party providers or otherwise).

- d. Mandated Provider. As used in this Agreement, shall mean a party with whom District has a contract to provide care to the Indigent residents of District.
- e. Medicaid Payment Amounts. Actual cost of Health Care Services provided to the District's Indigent using the cost guidelines set forth the in the District's Indigent Care Policy & Procedures; Chapter 61 of the Texas Health and Safety Code; and any rules or regulations promulgated by the Texas Health and Human Services Commission.
- f. Medical Provider or Provider. As used in this Agreement, the term "Medical Provider" shall mean, an individual licensed by the State of Texas to practice medicine within the scope of his or her license. These professionals may or may not be under contract with the Clinic for the delivery of Health Care Services. Clinic may appoint a "Medical Director" from a licensed Medical Provider in the District to help monitor the nature and quality of Health Care Services rendered to Indigents.
- g. Patient or Resident. As used in this Agreement, the term "resident" means a person who has satisfied the residency requirements set forth in the WSHD's Indigent Policy & Procedure Statement.

2. STATEMENT OF PURPOSE.

By this Agreement, the District intends to provide reasonable financial support to the Clinic for the purpose of offsetting the Clinic's cost to care for: 1) the District's residents who are participating in the District's Indigent Care Program pursuant to the District's Indigent Policy & Procedure Statement. As such, the District has determined that the financial support to be provided to the Clinic is 1) reasonable in light of the medical needs of the District's Indigents; and 2) consistent with and in furtherance of the District's obligations to provide or arrange for the provision of medical care for the Indigents.

3. RESPONSIBILITIES OF CLINIC.

- a. Mandated Provider. Clinic is a Mandated Provider for District's Indigent and may provide all inpatient and outpatient Health Care Services, subject to the terms and conditions herein.

- b. Medically Necessary Health Care Services. Clinic agrees to provide all Medically Necessary Health Care Services for the District's Indigent during the Term at no charge to such Indigents except as otherwise provided herein. The determination of whether an individual is an "Indigent" eligible to receive Health Care Services hereunder shall be made by the District in accordance with the District's Indigent Policy & Procedure Statement prior to the Clinic providing Medically Necessary Health Care Services. It is recognized that if any new treatment and diagnostic modalities and programs become available at the Clinic over the Term, that the District's Indigents will have access to these new services.
- c. Outpatient and Ancillary Services. Clinic agrees that all outpatient Health Care Services performed hereunder shall be: 1) medically necessary and shall be diagnostic, therapeutic, rehabilitative, or palliative; and 2) shall be furnished by, or under, the direction of an existing Mandated Provider (i.e., Winnie Community Hospital and/or the University of Texas Medical Branch at Galveston) subject to an Indigent Care Agreement with the District.
- d. Indigent Transfers to University of Texas Medical Branch-Galveston .
- i. If a Patient's healthcare needs cannot be addressed by a Mandated Provider within the District, the Clinic may make a recommendation to the District that a non-emergency Patient be referred to the University of Texas Medical Branch at Galveston (hereinafter referred to as UTMB) for Medically Necessary secondary and/or tertiary inpatient or outpatient care.
 - ii. If a Patient is presenting urgent or emergency healthcare symptoms, the Clinic's health care staff shall use their professional opinion to treat and/or transfer Indigent patients. Transferred Patients shall be sent to the nearest appropriate emergency room, including, but not limited to, the Winnie Community Hospital (i.e., Riceland) or UTMB.
 - iii. All transfers to UTMB require appropriate Provider to Provider referral and appropriate Memorandum of Transfer demonstrating a Medical Necessity.
 - iv. Transportation of the Indigent by whatever means shall be the responsibility of the Patient for all outpatient services. However, if a Patient's medical conditions require urgent and immediate transport to access care, including to UTMB, the District, as the payor of last resort, agrees to pay for ambulance service provided the following protocol is observed: (i) Clinic shall first, if the Patient's medical condition permits, transfer the Patient by ground ambulance; and (ii) Clinic shall transfer the patient by air ambulance only if Medically Necessary.
- e. Books and Records.

- i. At all times during the Term, Clinic shall cause accurate books and records of account and medical records to be maintained as are necessary to permit the verification by District of the Health Care Services provided by Clinic to Indigents.
 - ii. Within ten (10) days from the beginning of each month, the Clinic will deliver to the District with a HIPAA-compliant Invoice for Services that includes the information set forth in **Exhibit “A”**. In addition to the Invoice for Services, the Clinic agrees to simultaneously submit the appropriate claim form for each encounter, which information will only be used by District to confirm the provision of Services to Indigents and such other purposes as expressly permitted by applicable law (including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 [“HIPAA”] and its implementing regulations). *See Exhibit “B”*.
 - iii. Clinic agrees to provide monthly reports to the District’s Board concerning previously agreed to metric and highlights of capital projects, staffing, and any other matter of interest to the District’s Board.
 - iv. District shall have the right, at District’s expense, to inspect, examine, and copy, to the extent permitted by applicable law, such portion of the books, records, files, and other documents maintained by Clinic, other than books, records, files and other documents that constitute confidential, proprietary information of Clinic or are Patient records protected from disclosure by law, as are reasonably necessary for District to verify the matters listed in Section 3(b)(i) and (ii) above.
- f. Clinic License. Clinic shall use its reasonable best efforts to keep its facilities appropriately licensed by the State of Texas for the provision of Health Care Services throughout the Term. Clinic shall provide District with formal documentation of its licenses to provide Health Care Services and all renewals thereof issued by the State of Texas and shall promptly notify District of any modification, nonrenewal, revocation or suspension thereof.
- g. Insurance and Additional Insured. During the Term, Clinic shall, at its sole cost and expense, procure and maintain policies of insurance and/or provide and maintain self-insurance insuring against comprehensive general liability and professional liability for damages directly or indirectly related to the performance of any service provided in this Agreement, and the use of any property and facilities provided by Clinic in connection with this Agreement, in such amounts, on such terms and with such deductibles as are then commonly maintained by Clinics with facilities and operations similar to those of Clinic. To the extent that the Parties determine that it is economically feasible, the Clinic will name the District as an Additional Insured, to the Clinic’s comprehensive general liability and professional liability insurance policies and from time to time, Clinic will furnish District with certificates evidencing such insurance and/or self-insurance; and Clinic shall promptly advise District of any change in the insurance and/or self-insurance maintained by Clinic.

- h. Non-Discrimination. Clinic shall not discriminate in the provision of Health Care Services to any person on the basis of such person's status as an Indigent. Clinic shall require any subcontractor that provides Health Care Services to include in its subcontract with Clinic (i) a nondiscrimination clause similar to the language contained in this Section 3(e) and (ii) a covenant to include such a clause in any subcontract between such subcontractor and any of its subcontractors that provide Health Care Services.
- i. Regulatory Requirements. Clinic will operate its facility at all times in compliance with federal, state and local law, rules and regulations, and all accepted and approved methods and practices of medicine for Health Care Services rendered to Indigents.
- j. Medicare and Medicaid Participation. Clinic will use its best efforts to cause its facilities to be qualified for participation in Medicare and Medicaid programs and any successor programs and will maintain such qualifications throughout the Term.

4. **REPRESENTATIONS AND WARRANTIES OF CLINIC.**

As of the date hereof, Clinic represents and warrants to the District the following:

- a. Capacity. Clinic is duly organized non-profit licensed and validly existing under the laws of the State of Texas with all requisite corporate power and authority to own, operate and lease its properties and to carry on its businesses as now being conducted.
- b. Authorization:
 - i. The execution, delivery, and performance by Clinic of this Agreement:
 - a) are within Clinic's corporate powers, are not in contravention of the terms of Clinic's Articles of Incorporation, Bylaws, or any amendments thereto and have been duly authorized and approved by the board of directors and shareholder of Clinic as and to the extent required by Clinic's Articles of Incorporation and Bylaws and applicable law; and
 - b) will not: (1) result in any breach of any indenture, agreement, lease or instrument to which Clinic is a party or by which Clinic or its assets is bound; (2) constitute a violation of any judgment, decree or order of any court of competent jurisdiction applicable to Clinic; (3) will not violate any law, rule or regulation of any governmental authority applicable to Clinic or its assets; and (4) require any consent, approval or authorization of, or notice to, or declaration, filing or registration with, any governmental or regulatory authority.
 - ii. This Agreement has been duly and validly executed and delivered by Clinic and constitutes the valid, legal, and binding obligation of Clinic, enforceable against Clinic in accordance with its terms.

5. REPRESENTATIONS AND WARRANTIES OF DISTRICT.

- a. Authority to Contract. The District represents and warrants that it has the legal authority to enter into this Agreement and make the payments specified herein. The District further represents and warrants that it has successfully completed all required administrative procedures to approve and has successfully secured all approvals of any kind required for full performance by both parties under this Agreement and the subsidies and expenditures required hereunder, and that it has obtained all necessary opinions of counsel regarding the legality of its commitments hereunder.
- b. HIPPA. District agrees that information which will be made available to District, its officers, employees, and agents (collectively, "Agents") pursuant to Section 8.3 (a) and (b) that is of a confidential and proprietary nature and constitutes "personal health information," as such term is used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the implementing regulations thereunder. District agrees that it will use its reasonable efforts to cause its Agents to maintain the confidentiality of all such information and only to disclose such information to such duly authorized persons as are necessary to confirm the Health Care Services to Indigents by Clinic hereunder. District further agrees that District will use its reasonable efforts to cause its Agents not to use any such information in any way to compete with or to permit others to compete with Clinic or successors or assigns or in a manner which would be detrimental to the business, financial affairs or reputation of Clinic or its successors and assigns. District for itself and its Agents recognizes that any breach of this Section would result in irreparable harm to Clinic and that therefore Clinic shall be entitled to an injunction to prohibit any such breach by District or its Agents in addition to all other legal and equitable remedies available to them. Nothing in this Section shall prohibit the use of such confidential information for such governmental filings as are required by law or governmental regulations or the disclosure of such confidential information if such disclosure is compelled by judicial or administrative process or, in the opinion of District's counsel, other requirements of law.

6. PAYMENT OBLIGATIONS OF DISTRICT.

- a. Contract Rate. Clinic shall be compensated for services performed under this Agreement at an agreed upon compensation amount of \$85.00 per visit, not including ancillary services which may be billed and payable to the ancillary service provider. Clinic shall be paid only for work actually performed by Clinic under the terms of this Agreement, and Clinic shall not be entitled to any additional compensation or other benefits of any kind.
- b. Payment. Pursuant to Section 3(e)(ii) of this Agreement, Clinic shall invoice the District within ten (10) days from the beginning of each month and the Clinic agrees to provide the District with HIPAA compliant claim forms for each encounter. Upon receipt of the invoices and claim forms, District shall make payment of any undisputed claim within thirty (30) days;

provided, however, notice of any disputed claim shall be given to the Clinic within thirty (30) days of submission and the parties will use their best efforts to resolve within sixty (60) days.

Invoice shall be made to:

Mrs. Patricia Ojeda
Winnie-Stowell Hospital District
P.O. Box 1997
Winnie, Texas 77665
or
E-mail: Patricia@wshd-tx.com

- c. Invoice Submission Deadline. For the claim payment to be considered, a claim should be received within ninety-five (95) days from later of the date for services provided or the date of discharge.

7. **TERM AND TERMINATION.**

- a. Term and Renewal Terms. The initial term of this Agreement is for one (1) year from the Effective Date of this Agreement, and it shall automatically renew on a one-year basis from year to year thereafter. All accrued but unperformed obligations of either Party shall survive termination or expiration of this Agreement.
- b. Termination. Either Party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other Party. Upon termination as provided for herein, neither of the Parties shall have any further duty or obligation to the other except for indebtedness due at the time of termination. Notwithstanding any provision of this Agreement to the contrary, following termination of this Agreement, District and Clinic shall continue to fulfill their obligations under this Agreement with respect to: (i) payments due Clinic for Health Care Services to the Indigent prior to the date of such termination; (ii) records maintenance requirements; (iii) insurance requirements; and (iv) confidentiality requirements.
- c. Survival. All accrued but unperformed obligations of either party shall survive termination or expiration of this Agreement. All rights and obligations of either party for indemnification hereunder arising out of or in connection with matters occurring within the Term shall survive the termination or expiration of this Agreement.

8. **RELATIONSHIP BETWEEN THE PARTIES.**

- a. District and Clinic. The relationship between District and Clinic is a contractual relationship between independent contractors. Neither is an agent or employee of the other. Nothing herein shall preclude District from contracting with any other Clinic to provide Health Care Services to Indigents.

- b. Clinic and Indigent. The relationship between Clinic and any Indigent is that of healthcare facility and Patient. District agrees that it shall not interfere with the independent professional judgment of Clinic and Clinic's employees, agents, affiliates, associates or independent contractors, nor interfere with the relationships between any Medical Provider practicing at the Clinic and any Patient of any such Medical Provider, and between any such Medical Provider and the District.
- c. Determination of Eligibility.
- i. Health Care Services Provided to Indigent Patient. Except as provided herein, District shall determine whether an applicant is eligible for financial assistance defined by the Act. District shall provide eligible residents with documents and/or cards, which identify persons as eligible residents.
 - ii. Health Care Services Provided to Potential Indigent Patient. In the case of an Indigent who may be eligible for non-emergency services, Clinic shall not provide such non-emergency services until the Parties have: (i) determined eligibility of the Patient; and (ii) has approved, in writing, the Patient's status.
- d. Indemnification - Clinic. **CLINIC AGREES TO INDEMNIFY AND HOLD DISTRICT HARMLESS FROM AND AGAINST ALL CLAIMS, ACTIONS AND PROCEEDINGS (I) ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OR NONPERFORMANCE OF ANY REPRESENTATION, COVENANT OR AGREEMENT BY CLINIC HEREUNDER, (II) MADE BY ANY INDIGENT PERSON DETERMINED ELIGIBLE BY THE DISTRICT TO RECEIVE HEALTH CARE SERVICES WHO ALLEGES THAT SUCH HEALTH CARE SERVICES WERE DENIED OR IMPROPERLY RENDERED BY THE CLINIC, OR (III) BY ANY MEDICAL PROVIDER, OR PAYOR ALLEGING DENIAL OF PAYMENT FOR HEALTH CARE SERVICES RENDERED IN THE CLINIC. THE FOLLOWING PROCEDURE SHALL APPLY WITH RESPECT TO ANY CLAIMS OR PROCEEDINGS COVERED BY THE FOREGOING AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:**
- I. DISTRICT SHALL GIVE WRITTEN NOTICE TO CLINIC PROMPTLY AFTER DISTRICT LEARNS OF THE CLAIM OR PROCEEDING; PROVIDED THAT THE FAILURE TO GIVE SUCH NOTICE SHALL NOT RELIEVE CLINIC OF ITS OBLIGATIONS HEREUNDER PROVIDED DISTRICT USES ITS BEST EFFORTS TO MITIGATE DAMAGES AND EXCEPT TO THE EXTENT CLINIC IS ACTUALLY DAMAGED THEREBY;**
 - II. WITH RESPECT TO ANY THIRD-PARTY CLAIMS OR PROCEEDINGS AS TO WHICH DISTRICT IS ENTITLED TO INDEMNIFICATION, CLINIC SHALL HAVE THE RIGHT TO SELECT AND EMPLOY COUNSEL OF ITS OWN CHOOSING TO DEFEND AGAINST ANY SUCH CLAIM OR PROCEEDING, TO ASSUME CONTROL OF THE DEFENSE OF SUCH CLAIM OR PROCEEDING, AND TO COMPROMISE, SETTLE OR OTHERWISE DISPOSE OF THE SAME, IF CLINIC DEEMS IT ADVISABLE TO DO SO, ALL AT THE EXPENSE OF CLINIC;**

PROVIDED, HOWEVER THAT DISTRICT MAY EMPLOY COUNSEL, OF ITS OWN CHOOSING, AT ITS SOLE EXPENSE. THE PARTIES WILL FULLY COOPERATE IN ANY SUCH ACTION AND SHALL MAKE AVAILABLE TO EACH OTHER ANY BOOKS OR RECORDS USEFUL FOR THE DEFENSE OF ANY SUCH CLAIM OR PROCEEDING. DISTRICT MAY ELECT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH THIRD-PARTY CLAIM, AND MAY, AT ITS SOLE EXPENSE, RETAIN SEPARATE COUNSEL, IN CONNECTION THEREWITH. SUBJECT TO THE FOREGOING DISTRICT SHALL NOT SETTLE OR COMPROMISE ANY SUCH THIRD-PARTY CLAIM WITHOUT THE PRIOR CONSENT OF CLINIC, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. INDEMNIFICATION SHALL BE DUE ONLY TO THE EXTENT OF THE LOSS OR DAMAGE ACTUALLY SUFFERED (I.E. REDUCED BY ANY OFFSETTING OR RELATED ASSET OR SERVICE RECEIVED AND BY ANY RECOVERY FROM ANY THIRD PARTY, SUCH AS AN INSURER).

- e. Indemnification – District. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DISTRICT AGREES TO INDEMNIFY AND HOLD CLINIC HARMLESS FROM AND AGAINST ALL CLAIMS, ACTIONS AND PROCEEDINGS (I) ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OR NONPERFORMANCE OF ANY REPRESENTATION, COVENANT OR AGREEMENT BY DISTRICT HEREUNDER; OR (II) ARISING OUT OF OR RELATING TO THE ALLEGED BREACH BY DISTRICT OF THE AUTHORIZING LEGISLATION OR OTHERWISE, INCLUDING ANY CLAIMS THAT ALLEGE THE DISTRICT WAS NOT AUTHORIZED TO ENTER INTO AND/OR PERFORM UNDER THIS AGREEMENT.

9. THIRD PARTY PAYORS.

Clinic shall notify District if any eligible residents have access to any other sources of payment for the services provided. Clinic shall notify District of the amounts received from third party payors and reimburse District for services and amounts covered under this Agreement.

10. RECORDS.

Clinic will provide District access to all medical and financial records, within the confines and parameters of regulation and statute, necessary to document Clinic's provision of services. Such access shall be during normal business hours of Clinic. District shall hold all medical records in strict confidence so as not to violate the physician/patient relationship, regulation and/or statute (HIPAA).

11. ASSIGNMENT.

Neither Party shall assign this Agreement except with the prior written consent of the other Party.

12. HEADINGS.

Section headings are for convenience of reference only and shall not be used to construe the meaning of any provision to this Agreement.

13. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one agreement.

14. OBLIGATIONS AS CONDITION.

All obligations of each Party to this Agreement are conditions to further performance of the other Party's continued performance of its obligations under the Agreement.

15. EXCLUSIVE RIGHTS.

Only the Parties to this Agreement have the exclusive right to bring suit to enforce this Agreement and no other Parties may bring suit as a third-party beneficiary, or otherwise, to enforce the Agreement.

16. SEVERANCE.

Should any part of this Agreement be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining portions.

17. AMENDMENT.

This Agreement may not be modified except in writing executed by both Parties to this Agreement.

18. SUBROGATION OF CLAIMS.

District reserves its right to subrogation of claims as provided for in Sections 61.044 and 61.051 of the Act and Section and Section 104.002 of the Texas Code of Criminal Procedure, including but not limited to seeking reimbursement from the Patient who is a beneficiary of a tort claim(s).

19. NOTICE OF CLAIMS.

Clinic shall give District prompt notice within thirty (30) days of any claims that may be subject to this section.

20. NOTICES.

All notices, requests, and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or

delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered, or certified mail, receipt requested, facsimile, or e-mail addressed to the Parties as follows:

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

Clinic: Ms. Kaley Smith
Chief Executive Officer
Coastal Gateway Health Clinic
P.O. Box 2264
Winnie, Texas, 77665
E-mail: kaley.smith@coastalgatewayhc.org

Or such other addresses and to the attention of such other persons or officers as either Party may designate by written notice.

21. LEGAL ADVICE.

Parties under this Agreement and the subsidies and expenditures required hereunder, and that it has obtained all necessary opinions of counsel regarding the legality of its commitments herein.

22. FORCE MAJEURE.

Neither Party shall be liable nor deemed to be in default for any delay or failure of performance under this Agreement or other interruption from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees or agents, or any similar or dissimilar cause beyond the reasonable control of either Party. Either Party, in such event may terminate this Agreement.

23. RELATIONSHIP OF PARTIES.

None of the provisions of this Agreement are intended to create nor shall be deemed construed to create any relationship between District and Clinic other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, or any of their respective officers, directors, or employees shall be construed to be the agent, employee or representative of the other Party. Furthermore, the relationship between Clinic and any Indigent is that of healthcare facility and

Patient. District agrees that it shall neither interfere with the independent professional judgment of Clinic and Clinic's employees, agents, affiliates, associates, or independent contractors, nor interfere with the relationships between any physician practicing at Clinic facilities and any Patient of any such physician, and between any such physician and Clinic.

24. NON-EXCLUSIVE ARRANGEMENT.

This Agreement shall not require District to use the services and facilities provided by Clinic as the exclusive source of Health Care Services for District's Indigents, nor shall Clinic be prohibited hereunder from contracting with other entities for the provision of services.

25. ENTIRE AGREEMENT.

This Agreement supersedes all prior agreements between the Parties with respect to the subject matter hereof. This Agreement is subject to all areas controlled by the Indigent Health Care and Treatment Act as it may be amended and by the Texas Department of Health and Human Services and other applicable local, state and federal laws, rules or regulations.

26. TERMS USED BUT NOT DEFINED HEREIN.

Capitalized terms used herein without definition shall be as defined by the Act and HHSC.

27. WAIVER; CONSENTS.

No consent or waiver, express or implied, by either party hereto or of any breach or default by the other party in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any other instance by or on behalf of any party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

28. GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of Texas. This Agreement is to be performed within the boundaries of the District. The venue for any legal action, suit or proceeding in law or equity arising out of this Agreement shall be Chambers County. Any legal action, suit or proceeding in law or equity arising out of this Agreement or the transactions contemplated hereby may be instituted in any state or federal court in Chambers County.

29. COMPLIANCE WITH LAW.

The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including 42 U.S.C. § 1320a-7b. Notwithstanding any unanticipated effect of any of the provision herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of 42 U.S.C. § 1320a-7b.

30. GOVERNMENT ACCESS.

Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Clinic will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If Clinic carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a 12-month period with a related individual or organization, Clinic agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of 42 U.S.C. § 1395x (v)(1)(I) and the regulations promulgated thereunder. No attorney-client, accountant-client or other legal privilege will be deemed to have been waived by any Party hereto by virtue of this Agreement.

31. DISPUTE RESOLUTION PROCEDURE.

The Parties agree to use the dispute resolution process provided for in Chapter 2009 of the Texas Government Code to attempt to resolve all disputes arising under this Agreement. A party must give written notice to the other parties of a claim for breach of this Agreement not later than the 180th day after the date of the event giving rise to the claim. By their execution of this Agreement, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the other party's immunity from suit with respect to claims of third parties.

{SIGNATURE PAGE TO FOLLOW}

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

COASTAL GATEWAY HEALTH CLINIC

By: _____

Name: _____

Title: _____

WINNIE-STOWELL HOSPITAL DISTRICT

By: _____

Name: Mr. Edward Murrell

Title: President, Board of Directors

DRAFT

Exhibit "A"
Invoice for Services

EPI	PC	ADMIT	DISCHARGE	PT NAME	DOB	AS	CHARGE	PERIO	NOTE
							YTD CHARGES:		

DRAFT

Exhibit "B"
Medical Billing Forms

DRAFT

Exhibit “G”

AUTHORIZING RESOLUTION

At a duly constituted meeting of the Board of Directors of Winnie-Stowell Hospital District (“District”), a political subdivision of the State of Texas established pursuant to CHAPTER 286 OF THE TEXAS HEALTH & SAFETY CODE, held on April 19, 2023 the following resolution was adopted:

WHEREAS, during its March 15, 2023 Regular Meeting, the Board of Directors of the Winnie Stowell Hospital District (“District”) determined that it was in the best interest of the District to authorize the change of ownership in the form of an Amended Management Agreement of the facility doing business as the Oak Manor Nursing Facility (“Oak Manor”) from Oak Manor Nursing Center, LLC, a Delaware limited liability company, to the SLP Flatonia, LLC, a Texas limited liability company, doing business as the Flatonia Healthcare Center. (“hereafter referred to as “**Facility**”); and

WHEREAS, during the April 19, 2023 Regular Meeting, the Board of Directors unanimously voted to:

1. Rescind its prior Resolution to terminate the Oak Manor accounts and to open new accounts for the Facility; and
2. Change the name of the existing Oak Manor accounts at Stellar Bank ending in 8675 and 8584 to Flatonia Healthcare Center; and
3. Make the President, Edward Murrell; Vice President, Anthony Stramecki; Treasurer George Robert Way, Jr. and Administrator, Sherrie Norris, the signatories for the District’s accounts and enter into Treasury Management Services Agreements with Stellar Bank; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District hereby adopts the following resolutions:

1. The Bank is authorized to disregard the District’s prior Resolution adopted during the March 15, 2023 Regular Meeting to close the Oak Manor accounts and to open new accounts for the Facility.
2. The District’s Administrator is authorized to change the name of the accounts at Stellar Bank ending in 8675 and 8584 from Oak Manor Nursing Facility to Flatonia Healthcare Center.
3. The following officers of the District, Edward Murrell, President; Anthony Stramecki, Vice President and George Robert Way, Jr., Treasurer, are authorized to enter into execute Treasury Management Services Agreements with Bank; and wire transfer funds or ACH

Funds to or from the Accounts subject to any agreement with the following: a) Bank; b)Managers of each facility; c) Accounts Receivable Lenders; or d) Landlords, including but not limited to: a) Management Agreements; b) Security Agreements; c) Depository Account Instruction and Service Agreements (“DAISA”); d) Inter-creditor Agreements; Collateral Agreements; or e) Depository Account Control Agreements (“DACA”).

4. The District’s Administrator, Sherrie Norris, is authorized to enter into execute Treasury Management Services Agreements with Bank; and wire transfer funds or ACH Funds to or from the Accounts subject to any agreement with the following: a) Bank; b)Managers of each facility; c) Accounts Receivable Lenders; or d) Landlords, including but not limited to: a) Management Agreements; b) Security Agreements; c) Depository Account Instruction and Service Agreements (“DAISA”); d) Inter-creditor Agreements; Collateral Agreements; or e) Depository Account Control Agreements (“DACA”).
5. The officers and employee named above have previously provided specimen signatures for these accounts and are authorized to sign signature cards and Accounts agreements.
6. The Administrator of the District is authorized and directed to deliver, for and on behalf of the District, a certificate of this resolution to the bank.
7. The Bank is authorized to rely upon this Resolution until the bank has received written notice of any amendment or recession of the resolution.
8. The District is authorized to enter into Treasurer Management Agreements for the newly established accounts, subject to this Resolution on behalf of the Facility.

I further certify that the District is duly organized and existing and has the power to take the action called for by the foregoing resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary this 19th day of April, 2023.

Edward Murrell,
President

CERTIFICATE

I, the undersigned, Anthony Stramecki, Vice-President of the Winnie Stowell Hospital District, hereby certify that that the foregoing Resolution to change the name of the Oak Manor Nursing Facility depository accounts whose account numbers end with 8675 and 8584 to” Flatonia Healthcare Center” and to continue operating the accounts in a manner that that is consistent with the District’s other depository accounts at Stellar Bank is a full, true, and correct copy of a resolution duly adopted by the Board of Directors of the Winnie Stowell Hospital District at its Regular Meeting held on April 19, 2023, held on the day and at the place therein specified, at which a majority of the members were present and voted. I further certify that the resolution is entered in the minutes and has not been amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary this 19th day of April 2023.

Anthony Stramecki
Vice-President, Board of Directors

Exhibit “H”

AUTHORIZING RESOLUTION
(First Financial Bank-CD and LOC)

At a duly constituted meeting of the Board of Directors of Winnie-Stowell Hospital District (“District”), a political subdivision of the State of Texas established pursuant to CHAPTER 286 OF THE TEXAS HEALTH & SAFETY CODE, held a Regular Meeting on April 19, 2023 and the following resolution was adopted:

WHEREAS, during the April 19, 2023 Regular Meeting of the Winnie Stowell Hospital District, duly noticed and attended by a majority of the Board members, the Board unanimously voted to close its certificate of deposit for \$7,000,000.00 and line of credit that is secured by the certificate of deposit at Stellar Bank in Beaumont, Texas and to transfer the funds to First Financial Bank, NA in Abilene, Texas to be deposited in a certificate of deposit; and

WHEREAS, the District’s Board also authorized the authorized signers of the existing District’s accounts at First Financial Bank to execute agreements necessary to establish a line of credit at First Financial Bank in the amount of \$8,200,000.00 to be secured by an \$8,200,000.00 certificate of deposit; and

WHEREAS, it was unanimously agreed that after the line of credit was established at First Financial Bank, the line of credit was only to be used to assist with the District’s nursing home operations, including the payment of Intergovernmental Transfers for the Quality Incentive Payment Program (“QIPP”).

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District hereby adopts the following resolutions:

- (1) Authorized signers for the District’s existing accounts at First Financial Bank have permission from the District’s Board to open a certificate of deposit in the amount of \$8,200,000.00 and an \$8,200,000.00 line of credit at First Financial Bank to be secured by the Certificate of Deposit for the purpose of assisting the District’s nursing home operations, including the payment of Intergovernmental Transfers for the QIPP program.

I further certify that the District is duly organized and existing and has the power to take the action called for by the foregoing resolutions.

RESOLUTION APPROVED AND ADOPTED THIS 19TH DAY OF APRIL 2023

WINNIE STOWELL HOSPITAL DISTRICT

Edward Murrell
President

SECRETARY CERTIFICATE

I, the undersigned, Anthony Stramecki, Vice-President of the Winnie Stowell Hospital District, hereby certify that that the foregoing is a full, true, and correct copy of a resolution duly adopted by the Board of Directors of the Winnie Stowell Hospital District at its Regular Meeting held on April 19, 2023, at which time a majority of the members were present and voted to establish a certificate of deposit and line of credit for \$8,200,000.00 at First Financial Bank. I further certify that the resolution is entered in the minutes and has not been amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary this 19th day of April 2023.

Anthony Stramecki, Vice-President
Board of Directors

AUTHORIZING RESOLUTION
(Stellar Bank-Close CD and LOC)

At a duly constituted meeting of the Board of Directors of Winnie-Stowell Hospital District (“District”), a political subdivision of the State of Texas established pursuant to CHAPTER 286 OF THE TEXAS HEALTH & SAFETY CODE, held a Regular Meeting on April 19, 2023, and the following resolution was adopted:

WHEREAS, During the April 19, 2023 Regular Board Meeting, the Board of Directors for the Winnie Stowell Hospital District unanimously voted to authorize the winding down and closure of the District’s Certificate of Deposit and Line of Credit at Stellar Bank once the line of credit has been repaid.

WHEREAS, Upon the closure of the Certificate of Deposit and Line of Credit at Stellar Bank, the District’s Board authorized the transfer of the proceeds from the Certificate of Deposit at Stellar Bank to be transferred to First Financial Bank, NA in Abilene, Texas.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District hereby adopts the following resolutions:

- (1) Authorized signers for the District’s Stellar Accounts to close the District’s Certificate of Deposit and Line of Credit at Stellar Bank after the repayment of the line of credit.

I further certify that the District is duly organized and existing and has the power to take the action called for by the foregoing resolutions.

RESOLUTION APPROVED AND ADOPTED THIS 19TH DAY OF APRIL 2023

WINNIE STOWELL HOSPITAL DISTRICT

Edward Murrell
President

SECRETARY CERTIFICATE

I, the undersigned, Anthony Stramecki, Vice-President of the Winnie Stowell Hospital District, hereby certify that that the foregoing is a full, true, and correct copy of a resolution duly adopted by the Board of Directors of the Winnie Stowell Hospital District at its Regular Meeting held on April 19, 2023 held on the day and at the place therein specified, at which a majority of the members were present and voted. I further certify that the resolution is entered in the minutes and has not been amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary this 19th day of April 2023.

Anthony Stramecki, Vice-President
Board of Directors