Exhibit "A-1"

A	D YTD	E Original Budget	2022 Budget	0 2022 Budget	U	V	W 2022 Budget Am	W X Y 2022 Budget Amendment 3 Y Y		
-	Year to Date Through November 2022	2022 Original Budget	Budget (Amendment 1)	Budget (Amendment 2)	Budget (Amendment 3)	Proposed Budget Amendments for Amendment 3	% of Budget Remaining	% Change in Budge	NOTES	
Revenue 400 Sales Tax Revenue	\$ 720,148.01	\$ 650,000.00	\$ 650,000.00	\$ 650,000.00	\$ 770,000.00	\$ 120.000.00	93.53%	18.46%		
400 Sales Tax Revenue 405 Investment Income	\$ 720,148.01 \$ 34,382.08		\$ 030,000.00 \$ 16,000.00		\$ 35,000.00	191111111111111111111111111111111111111		118.75%		
407 Rent-Highway 124	\$ 25,000.00	\$ -	\$-	\$ 35,000.00	\$ 28,500.00	\$ (6,500.00)	87.72%	-18.57%		
409 Tobacco Settlement	\$ 11,952.67	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 11,900.00			-4.80%		
410 Other Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$-	0.00%	0.00%		
415 Nursing Home-QIPP Programs	\$ 46,478,258.96	\$ 52,902,730.70	\$ 52,902,730.70	\$ 57,000,000.00	\$ 55,928,415.36	\$ (1,071,584.64)	83.10%	-1.88%		
Total Income	\$ 47,269,741.72	\$ 53,581,230.70	\$ 53,581,230.70	\$ 57,713,500.00	\$ 56,773,815.36	\$ (939,684.64)	83.26%	-1.63%		
Expenses		\$ 79,112.00								
500 Admin-Administrator Salary	\$ 67,309.83	\$ 71,920.00	\$ 71,920.00	\$ 71,920.00	\$ 73,303.16			1.92%		
502 Admin-Administrative Asst.	\$ 16,242.75	\$ 24,960.00	\$ 24,960.00	\$ 24,960.00	\$ 18,400.00	Յումուսուսուսուսուսումումուսուսում		-26.28%		
503 Admin-Staff Incentive Payment	\$ -	\$ 4,000.00	\$ 4,000.00				0.00%	0.00%		
504 Admin-Administrator's Payroll Taxes	\$ 6,444.27	\$ 7,847.28	\$ 7,847.28					-5.14%		
505 Admin-Board Bonds	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00		100.00%	0.00%		
515 Admin-District Bank Service Charges	\$ 1,165.78	\$ 560.00	\$ 560.00	\$ 560.00	\$ 1,350.00	\$ 790.00	86.35%	141.07%		
521 Professional Fees -District Acctg	\$ 27,906.25	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 31,000.00	\$ 6,000.00	90.02%	24.00%		
522 Professional Fees - Audit	\$ 25,905.00		\$ 25,000.00		-			139.89%	This is for 2020 and 2021 audit ar single audit.	
523 Professional Fees - District Legal	\$ 11,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$-	44.00%	0.00%		
550 Admin-Insurance (D&O, Liability Insurance, Workers's Comp.)	\$ 15,673.26				-		99.83%	0.00%		
560 Admin-Cont Ed, Travel & Seminar	\$ -	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$-	\$ (9,000.00)	0.00%	-100.00%		
562 Admin-Travel & Mileage Reimbursed	\$ 130.76	\$ 2,400.00	\$ 2,400.00		\$ 200.00	\$ (2,200.00)		-91.67%		
569 Admin-Meals	\$ 1,216.77	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 500.00	81.12%	50.00%		
570 Admin-District/County Promotion	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$-	\$ (5,000.00)	0.00%	-100.00%		
571 Admin-Office Supplies, Expenses, and Computer Supplies	\$ 8,482.18	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 9,200.00	\$ 2,200.00	92.20%	31.43%		
572 Admin-Web-Site	\$ 555.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 555.00	\$ (445.00)	100.00%	-44.50%		
573 Admin-Copier Lease/Contract	\$ 2,587.56	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ (1,000.00)	86.25%	-25.00%		
575 Admin-Cell Phone Reimbursement	\$ 1,650.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$-	91.67%	0.00%		
576 Admin-Telephone/Internet	\$ 3,084.22	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,365.90	\$ 365.90	91.63%	12.20%		

A	D	E	1	0	U	V	W	Х	Y
1	YTD	Original Budget	2022 Budget	2022 Budget			2022 Budget Amendment 3		
2	Year to Date Through November 2022	2022 Original Budget	Budget (Amendment 1)	Budget (Amendment 2)	Budget (Amendment 3)	Proposed Budget Amendments for Amendment 3	% of Budget Remaining	% Change in Budget	NOTES
32 577 Admin-Dues	\$-	\$ 1,895.00	\$ 1,895.00	\$ 1,895.00	\$-	\$ (1,895.00)	0.00%	-100.00%	Have we paid Torch dues for the year?
33 590 Admin-Election Cost	\$ -	\$ 2,500.00	\$ 2,500.00	\$-	\$ -	\$-	0.00%	0.00%	
34 591 Admin- Notices & Fees	\$ 2,748.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$-	78.51%	0.00%	
35 592 Admin-Rent	\$ 3,740.00	\$ 4,080.00	\$ 4,080.00	\$ 4,080.00	\$ 4,080.00	\$-	91.67%	0.00%	
36 593 Admin-Utilities	\$ 2,640.12	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$-	73.34%	0.00%	
594 Admin Casualty & Windstorm Insurance	\$ 2,540.24	\$ 2,100.00	\$ 2,100.00	\$ 2,600.00	\$ 2,540.24	\$ (59.76)	100.00%	-2.30%	
38 597 Admin Flood Insurance	\$ -	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00	\$ -	\$ (1,450.00)	0.00%	-100.00%	Check on the payment of flood insurance.
39 598 Admin-Building Maintenance	\$ 5,080.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,500.00	\$ (500.00)	92.36%	-8.33%	
40 599 FQHC Study		\$-	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%	
41 600 IC-East Chambers ISD Partnership	\$ 201,666.63	\$ 220,000.00	\$ 220,000.00	\$ 220,000.00	\$ 220,000.00	\$-	91.67%	0.00%	
42 601 IC Healthcare Expenses					\$ -				
43 601.01 IC-Pmt to Hosp (Indigent)	\$ 373,349.88	\$ 240,000.00	\$ 240,000.00	\$ 379,000.00	\$ 435,686.86	\$ 56,686.86	85.69%	14.96%	
601.02 IC-Non Hosp. Costs-UTMB	\$ 241,672.45	\$ 250,000.00	\$ 250,000.00	\$ 350,000.00	\$ 300,000.00	\$ (50,000.00)	80.56%	-14.29%	
601.03a IC-Non Hosp. Cost-Special 45 Programs (Dental)	\$ 9,102.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 10,500.00	\$ 3,500.00	86.69%	50.00%	
601.03b IC-Non Hosp. Cost-Special Programs (Vision)	\$ 1,180.00				\$ 1,400.00	\$ 1,200.00			
601.04 IC-Non Hosp. Costs-Other (Non- 47 Hospital Outpatient Care)	\$ 9,215.21	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 12,500.00	\$ 2,500.00	73.72%	25.00%	
48 601.05 Charity Care Program	\$-		\$-	\$ 50,000.00	\$ 3,500.00	\$ (46,500.00)	0.00%	-93.00%	
49 601 IC Healthcare Expenses Total	\$ 634,519.54	\$ 499,000.00	\$ 499,000.00	\$ 796,000.00	\$ 763,586.86	\$ (32,613.14)	83.10%	-4.07%	
50 602 IC-WCH 1115 Waiver UC/IGT Prog	\$ 91,015.06	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 91,015.06	\$ 16,015.06	100.00%	21.35%	
51 603 IC-Pharmaceutical Costs	\$ 34,138.19	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 37,600.00	\$ (2,400.00)	90.79%	-6.00%	
605 IC-Office Supplies/Postage	\$ 1,559.66	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,000.00	\$ (500.00)	77.98%	-20.00%	
53 607 Grants									
54 607.01 RMC Grants	\$ -	\$-	\$-	\$-	\$-	\$-	0.00%	0.00%	
55 607.02 Non-Hospital Grants									
56 607.02a WSVEMS - Monitors	\$ 104,815.71		\$-	\$ 104,815.71	\$ 104,815.71	\$-	100.00%	0.00%	
57 607.02b WSVEMS - Salaries	\$ 101,808.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 112,808.00	\$ (12,192.00)	90.25%	-9.75%	
58 607.02c SVDP	\$ 11,900.00		\$-	\$ 11,900.00	\$ 11,900.00		100.00%	0.00%	
59 607.02d FQHC(Coastal)	\$ 738,467.14	\$ 1,318,730.00	\$ 1,318,730.00	\$ 1,245,840.00	\$ 838,467.14		88.07%	-32.70%	
60 607.02e Marcelous Williams	\$ 55,550.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 55,500.00		100.09%	11.00%	
61 607.02f Thompson OPC	\$ 117,368.18		\$ -	\$ 117,368.18	\$ 117,368.18	\$	100.00%	0.00%	
607.02g Admin-Cont Ed-Med Pers. (Student Loans)	\$ 1,651.54	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,801.68	\$ (198.32)	91.67%	-9.92%	

A	D	E	1	0	U	V	W	Х	Y		
1	YTD Year to Date	Original Budget	2022 Budget	2022 Budget		Proposed Budget	2022 Budget Ame	ndment 3	ament 3		
2	Through November 2022	2022 Original Budget	Budget (Amendment 1)	Budget (Amendment 2)	Budget (Amendment 3)	Amendments for Amendment 3	% of Budget Remaining	% Change in Budget	NOTES		
63 607 Non-Hospital Grants Totals	\$ 1,131,560.57	\$ 1,495,730.00	\$ 1,495,730.00	\$ 1,656,923.89	\$ 1,242,660.71	\$ (414,263.18)	91.06%	-25.00%			
64 607 Grants Totals	\$ 1,131,560.57	\$ 1,495,730.00	\$ 1,495,730.00	\$ 1,656,923.89	\$ 1,242,660.71	\$ (414,263.18)	91.06%	-25.00%			
65 611 IC-Indigent Care Director Salary	\$ 54,506.63	\$ 58,240.00	\$ 58,240.00	\$ 58,240.00	\$ 59,360.16	\$ 1,120.16	91.82%	1.92%			
66 612 IC-Payroll Taxes for Director	\$ 4,196.51	\$ 4,717.44	\$ 4,717.44	\$ 4,717.44	\$ 4,717.44	\$-	88.96%	0.00%			
67 615 IC-Software	\$ 12,199.00	\$ 13,308.00	\$ 13,308.00	\$ 13,308.00	\$ 13,308.00		91.67%	0.00%			
68 616 IC-Travel	\$ 544.99	\$ 500.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 100.00	90.83%	20.00%			
69 617 Youth Programs											
70 617.01 Youth Programs	\$ 17,425.00		\$ -	\$ 17,000.00	\$ 19,125.00		91.11%	12.50%			
71 617.02 Irlens Program	\$ 496.00		\$ -	\$ 3,000.00	\$ 600.00		82.67%	-80.00%			
72 617 Youth Programs Totals	\$ 17,921.00		\$	\$ 20,000.00	\$ 19,725.00		90.85%	-1.38%			
73 630 NH Program - Mgt Fees	\$ 11,378,085.21	\$ 13,460,078.00	\$ 13,460,078.00	\$14,257,340.32	\$ 14,934,378.96	\$ 677,038.64	76.19%	4.75%			
74 631 NH Program IGT	\$ 21,607,960.00	\$ 26,351,286.64	\$ 26,351,286.64	\$ 26,009,618.00	\$ 24,225,980.00	\$ (1,783,638.00)	89.19%	-6.86%			
75 632 NH Telehealth Expenses	\$ 171,691.81	\$ 160,753.96	\$ 160,753.96	\$ 193,421.32	\$ 165,753.96	\$ (27,667.36)	103.58%	-14.30%			
76 633 NH Program-Acctg Fees	\$-	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$-	0.00%	0.00%			
77 634 NH Program-Legal Fees	\$ 147,755.02	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$-	59.10%	0.00%			
78 635 NH Program-LTC Fees	\$ 2,328,000.00	\$ 2,544,000.00	\$ 2,544,000.00	\$ 2,568,000.00	\$ 2,568,000.00	\$-	90.65%	0.00%			
79 636 NH Program - Bonds		\$-	\$-	\$ -	\$-	\$-	0.00%	0.00%			
637 NH Program-Interest Expense	\$ 3,154,566.16	\$ 3,334,960.64	\$ 3,334,960.64	\$ 3,438,473.96	\$ 3,443,413.32	\$ 4,939.36	91.61%	0.14%			
81 638 NH Program Bank Fees & Misc	\$ 72.50	\$ 300.00	\$ 300.00	\$ 300.00	\$ 100.00	\$ (200.00)	72.50%	-66.67%			
82 639 Nursing Home Appraisal	\$ 46,076.76	\$-	\$-	\$ 46,076.76	\$ 46,076.76	\$-	100.00%	0.00%			
640 Nursing Home Acquisition Fees	\$ 3,328.00			\$ 3,328.00	\$ 3,328.00	\$ -	100.00%	0.00%			
84 653 Service Fee	\$-	\$-	\$-	\$-	\$-	\$-	0.00%	0.00%			
674 Property Acquisition	\$ 1,293,304.85	\$ 150,000.00	\$ 2,000,000.00	\$ 2,000,000.00	\$ 1,310,844.85	\$ (689,155.15)	98.66%	-34.46%	 \$269,062-Balance Due on Building \$200,000-Site Prep and parking \$15000-Engineer \$50,000-Misc (Generator, electrical, and Plumbing) \$1,827,366.85 spent compared to \$2,000,000.00 budget 		
85 86 675-Highway 124 Expenses											
675.01-Tony's BBQ Building Expenses	\$ 9,209.28	\$-	\$-	\$ 9,060.28	\$ 16,893.60	\$ 7,833.32	54.51%	86.46%			
88 675.02-Clinic Expenses	\$ -	\$-	\$ -	\$-	\$-	\$ -	0.00%	0.00%			
89 675-Total-Highway 124 Expenses	\$ 9,209.28	\$ -	\$ -	\$ 9,060.28	\$ 16,893.60	\$ 7,833.32	54.51%	86.46%			
90 Total Expense	\$ 42,530,229.36	\$ 48,957,236.96	\$ 50,807,236.96	\$ 51,955,370.25	\$ 49,729,604.20	\$ (2,225,966.05)	85.52%	-4.28%			
91 Net Ordinary Income	\$ 4,739,512.36	\$ 4,623,993.74	\$ 2,773,993.74	\$ 5,758,129.75	\$ 7,044,211.16	\$ 1,286,281.41	67.28%	22.34%			

Exhibit "A-2"

RESOLUTION ADOPTING BUDGET

THE STATE OF TEXAS § § §

COUNTY OF CHAMBERS

BE IT RESOLVED BY THE BOARD OF THE WINNIE STOWELL HOSPITAL DISTRICT THAT:

WHEREAS, the Board of Winnie Stowell Hospital District (the "District") has projected the operating expenses and revenues for the District for the period January 1, 2023 through December 31, 2023;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

Section 1. That the Operating Budget attached hereto as **Exhibit "A"** is hereby adopted.

Section 2. That the Secretary of the Board of Directors is hereby directed to file a copy of this Resolution Adopting Budget in the official records of the District.

ADOPTED this 14th day of December, 2023.

WINNIE STOWELL HOSPITAL DISTRICT

By: ______ Edward Murrell, President Board of Directors

ATTEST:

Jeff Rollo, Secretary Board of Directors Winnie Stowell Hospital District

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS	§
	§
COUNTY OF CHAMBERS	§

The undersigned officer of the Board of Directors of Winnie Stowell Hospital District hereby certifies as follows:

1. The Board of Directors of Winnie Stowell Hospital District convened in a regular meeting on the 14th day of December, 2022, at the District's administrative office, located at 520 Broadway, Winnie Tx 77665, and the roll was called of the duly constituted officers and members of the Board, to wit:

Edward Murrell	-	President
Anthony Stramecki	-	Vice President
Jeff Rollo	-	Secretary
Bobby Way	-	Treasurer
Kasey Vratis	-	Director

and all of said Directors were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting:

RESOLUTION ADOPTING BUDGET

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted, and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried by majority of the Board.

2. A true, full and correct copy of the Resolution adopted at the meeting described in the above paragraph is attached to this certificate; the Resolution has been duly recorded in the Board's minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein, each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place and subject to the meeting was given as required by Chapter 551 of the Government Code.

SIGNED AND SEALED this 14th day of December, 2022.

Jeff Rollo, Secretary Board of Directors

THE STATE OF TEXAS

COUNTY OF CHAMBERS

This instrument was acknowledged before me on this 14th day of December, 2022, by Jeff Rollo, Secretary of the Board of Directors of Winnie Stowell Hospital District on behalf of said District.

\$ \$ \$

Notary Public

2	Α	Y	D 2022 ear to Date		E 2022 Budget mendment 3		ہ 2023 Original Budget		G bw Final 2022 2023 Budget	H % of Budget Remaining	Notes
3 4 5	Revenue 400 Sales Tax Revenue 405 Investment Income	\$ \$	720,148.01 34,382.08	\$ \$	770,000.00	\$ \$	770,000.00 35,000.00	\$ \$	-	93.53% 98.23%	
	407 Rent-Highway 124	\$	25,000.00	\$	28,500.00	\$	69,500.00	\$	41,000.00	35.97%	\$27,500 for Coastal (11 months * \$2,500) plus \$42,000 for Tony's (12*\$3,500)
6	409 Tobacco Settlement	\$	11,952.67	\$	11,900.00	\$	11,000.00	\$ ¢	(900.00)	108.66%	
8 9	410 Other Revenue 415 Nursing Home-QIPP Programs		-	\$	55,928,415.36	\$	64,796,074.68	ծ \$	8,867,659.32	0.00% 71.73%	
10 11	Total Income	\$4	17,269,741.72	\$	56,773,815.36	\$	65,681,574.68	\$	8,907,759.32	71.97%	
12	Expenses	¢	(7 200 92	¢	72 202 16	¢	80 212 00	¢	7 009 94	92 910/	
13 14	500 Admin-Administrator Salary 502 Admin-Administrative Asst.	ծ \$	67,309.83 16,242.75	Դ \$	73,303.16 18,400.00	⇒ \$	80,312.00 45,000.00	Դ \$	7,008.84 26,600.00	83.81% 36.10%	
15	503 Admin-Staff Incentive Payment 504 Admin-Administrator's Payroll	\$ \$	- 6,444.27	\$ \$	4,000.00 7,444.00	\$ \$	4,000.00 10,025.00	\$ \$	- 2,581.00	0.00% 64.28%	
16 17	Taxes 505 Admin-Board Bonds	\$	250.00	\$	250.00	\$	250.00	\$	-,	100.00%	
18	515 Admin-District Bank Service Charges	\$	1,165.78	\$	1,350.00	\$	1,400.00	\$	50.00	83.27%	
19 20	521 Professional Fees - District Acctg 522 Professional Fees - Audit	\$ \$	27,906.25 25,905.00	\$ \$	31,000.00 59,973.22	\$ \$	36,000.00 26,000.00	\$ \$	5,000.00 (33,973.22)	77.52% 99.63%	
21	523 Professional Fees - District Legal 550 Admin-Insurance (D&O, Liability	\$	11,000.00	\$	25,000.00	\$	25,000.00	\$	-	44.00%	
22	Insurance, Workers's Comp.)	\$	15,673.26	\$	15,700.00	\$	16,000.00	\$ •	300.00	97.96%	
23	560 Admin-Cont Ed, Travel & Seminar 562 Admin-Travel & Mileage	\$	-	\$	-	\$	9,000.00	\$	9,000.00	0.00%	
24	Reimbursed 569 Admin-Meals	\$ \$	130.76 1 216 77	\$ \$	200.00	\$ ¢	200.00 1,500.00	\$ \$	-	65.38% 81.12%	
25 26	570 Admin-District/County Promotion	\$ \$	1,216.77 -	э \$	1,500.00 -	Գ \$	1,500.00 5,000.00	\$ \$	- 5,000.00	81.12% 0.00%	
27	571 Admin-Office Supplies, Expenses, and Computer Supplies	\$	8,482.18	\$	9,200.00	\$	10,000.00	\$	800.00	84.82%	
28 29	572 Admin-Web-Site 573 Admin-Copier Lease/Contract	\$ \$	555.00 2,587.56	\$ \$	555.00 3,000.00	\$ \$	1,000.00 3,000.00	\$ \$	445.00 -	55.50% 86.25%	
30	575 Admin-Cell Phone Reimbursement	\$	1,650.00	\$	1,800.00	\$	1,800.00	\$	-	91.67%	
31	576 Admin-Telephone/Internet 577 Admin-Dues	\$ \$	3,084.22	\$ \$	3,365.90	\$ \$	3,500.00 1,895.00	\$ \$	134.10 1,895.00	88.12% 0.00%	
33	590 Admin-Election Cost 591 Admin- Notices & Fees	\$ \$	- 2,748.00	\$ ¢	- 3,500.00	\$ \$	- 4,000.00	\$ \$	- 500.00	0.00% 68.70%	
34 35	592 Admin-Rent	⇒ \$	3,740.00	ծ \$	4,080.00	⊅ \$	4,080.00	\$	-	91.67%	
36	593 Admin-Utilities 594 Admin Casualty & Windstorm	\$ \$	2,640.12 2,540.24	\$ \$	3,600.00 2,540.24	\$ \$	4,000.00 2,800.00	\$ \$	400.00 259.76	66.00% 90.72%	
37 38	Insurance 597 Admin Flood Insurance	\$	-	\$	-	\$	1,800.00	\$	1,800.00	0.00%	
39 40	598 Admin-Building Maintenance 599 FQHC Study	\$ \$	5,080.00	\$ \$	5,500.00 -	\$ \$	6,000.00 -	\$ \$	500.00 -	84.67% 0.00%	
41	600 IC-East Chambers ISD Partnership	\$	201,666.63	\$	220,000.00	\$	283,643.00	\$	63,643.00	71.10%	Consider grant request
42	601 IC Healthcare Expenses 601.01a IC-Pmt to Hosp (Indigent)	\$	373,349.88	\$	435,686.86	\$	288,370.10	\$	(147,316.76)	129.47%	Uses existing formula per agreement.
	601.01b IC-Pmt to Coastal Gateway (Indigent)	\$	-	\$	-	\$	147,316.76	\$	(152,683.24)	0.00%	New line item. Difference between expected year end Hospital expenses and next year's formula expenses.
44 45	601.02 IC-Non Hosp. Costs-UTMB	\$	241,672.45	\$	300,000.00	\$	300,000.00	\$	-	80.56%	year's formula expenses.
46	601.03a IC-Non Hosp. Cost-Special Programs (Dental) 601.03b IC-Non Hosp. Cost-Special	\$	9,102.00	\$	10,500.00	\$	10,500.00	\$	-	86.69%	
47	Programs (Optical) 601.04 IC-Non Hosp. Costs-Other (Non-	\$	1,180.00	\$	1,400.00	\$	1,200.00				
48	Hospital Outpatient Care)	\$	9,215.21	\$ ¢	12,500.00	\$ ¢	12,500.00	\$	-	73.72%	
49 50	601.05 Charity Care Program 601 IC Healthcare Expenses Total	\$ \$	634,519.54	\$ \$	3,500.00 763,586.86	\$ \$	25,000.00 784,886.86	\$ \$	21,500.00 (278,500.00)	0.00% 80.84%	
51	602 IC-WCH 1115 Waiver UC/IGT Prog	\$	91,015.06	\$	91,015.06	\$	129,340.00	\$	38,324.94	70.37%	
52 53	603 IC-Pharmaceutical Costs 605 IC-Office Supplies/Postage	\$ \$	34,138.19 1,559.66	\$ \$	37,600.00 2,000.00	\$ \$	37,600.00 2,000.00	\$ \$	-	90.79% 77.98%	
54	607 Grants	\$ \$	-	\$		¢	1 000 000 00	\$	1,000,000.00	0.00%	Non-state share of UC
55 56	607.01 RMC Grants 607.02 Non-Hospital Grants	ب	-	و. 	-	\$	1,000,000.00	ф 	1,000,000.00	0.00%	Repayment for DY-8
57 50	607.02a WSVEMS - Monitors 607.02b WSVEMS - Salaries	\$ \$	104,815.71 101,808.00	\$ \$	104,815.71 112,808.00	\$ \$	- 168,800.00	\$ \$	(104,815.71) 55,992.00	0.00% 60.31%	
59	607.02c SVDP 607.02c SVDP 607.02d FQHC(Coastal)	\$ ¢	11,900.00 738,467.14	÷ \$ ¢	11,900.00 838,467.14	\$	- 914,112.00	\$ \$	(11,900.00) 75,644.86	0.00%	
60 61	607.02e Marcelous Williams	۹ \$ ¢	55,550.00	ء \$ ¢	55,500.00	\$	57,742.12	ې \$	2,242.12	96.20%	
62 63	607.02f Thompson OPC 607.02g Student Loan Repayment	\$ \$	117,368.18 1,651.54	\$ \$	117,368.18 1,801.68	\$	1,801.68	\$ \$	(117,368.18) -	91.67%	
64 65	607 Non-Hospital Grants Totals 607 Grants Totals		1,131,560.57 1,131,560.57	\$ \$	<u>1,242,660.71</u> 1,242,660.71	\$ \$	<u>1,142,455.80</u> 2,142,455.80	\$ \$	(100,204.91) 899,795.09	99.05% 52.82%	
66 67	611 IC-Indigent Care Director Salary 612 IC-Payroll Taxes for Director	\$ \$	54,506.63 4,196.51	\$ \$	59,360.16 4,717.44	\$ \$	65,264.00 5,125.00	\$ \$	5,903.84 407.56	83.52% 81.88%	
68 60	615 IC-Software 616 IC-Travel	\$ \$	12,199.00 544.99	\$ \$	13,308.00 600.00	\$ \$	13,308.00 600.00	\$ \$	-	91.67% 90.83%	
70	617 Youth Programs 617.01 Youth Programs	\$ \$	17,425.00	¢	19,125.00	¢	25,000.00	Ť ¢	5,875.00	69.70%	•
72	617.02 Irlens Program	9 \$	496.00	9 \$ 6	600.00	\$ \$	600.00	3 \$	5,875.00 - 5,875.00	82.67%	
73 74	617 Youth Programs Totals 630 NH Program - Mgt Fees		17,921.00 1,378,085.21	⇒ \$	19,725.00 14,934,378.96	⇒ \$	25,600.00 17,446,084.60	۹ \$	2,511,705.64	70.00% 65.22%	
75 76	631 NH Program IGT 632 NH Telehealth Expenses	\$2 \$	21,607,960.00 171,691.81	\$ \$	24,225,980.00 165,753.96	\$ \$	31,638,239.32 196,091.32	\$ \$	7,412,259.32 30,337.36	68.30% 87.56%	
77 78	633 NH Program-Acctg Fees 634 NH Program-Legal Fees	\$ \$	147,755.02	\$ \$	35,000.00 250,000.00	\$ \$	35,000.00 250,000.00	\$ \$	-	0.00% 59.10%	
79 80	635 NH Program-LTC Fees 636 NH Program - Bonds	\$ \$	2,328,000.00	\$ \$	2,568,000.00	\$ \$	3,120,000.00 -	\$ \$	552,000.00 -	74.62% 0.00%	
81	637 NH Program-Interest Expense	÷ \$ ¢	3,154,566.16	÷ \$	3,443,413.32	\$ \$	3,656,575.04 100.00	÷ \$	213,161.72	86.27% 72.50%	•
82	638 NH Program Bank Fees & Misc 639 Nursing Home Appraisal	\$ \$	72.50 46,076.76	\$ \$	100.00 46,076.76	\$ \$	100.00 23,250.00	\$ \$	- (22,826.76)	72.50% 198.18%	Half of quote from VMG for
83 84	640 Nursing Home Acquisition Fees	\$	3,328.00	* \$	3,328.00	\$	-	۹ \$	(3,328.00)	0.00%	six facilities.
85	653 Service Fee	\$	-	\$	-	\$	-	\$	-	0.00%	I

	A		D	E	F	G	н	1
2		,	2022 Year to Date	2022 Budget Amendment 3	2023 Original Budget	f. bw Final 2022 ad 2023 Budget	% of Budget Remaining	Notes
86	674 Property Acquisition	\$	1,293,304.85	\$ 1,310,844.85	\$ 534,062.00	\$ (776,782.85)	242.16%	\$269,062-Balance Due on Building \$200,000-Site Prep and parking \$15000-Engineer \$50,000-Misc (Generator, electrical, and Plumbing) \$1,827,366.85 spent compared to \$2,000,000.00 budget
87	675-Highway 124 Expenses			 	 	 		
88	675.01-Tony's BBQ Building Expenses	\$	9,209.28	\$ 16,893.60	\$ 25,000.00	\$ 8,106.40	36.84%	Insurance and maintenance.
89	675.02-Clinic Expenses (Lease Obligations)	\$	-	\$ -	\$ 10,000.00	\$ 10,000.00	0.00%	Insurance and maintenance.
90	675-Total-Highway 124 Expenses	\$	9,209.28	\$ 16,893.60	\$ 35,000.00	\$ 18,106.40	26.31%	
91	Total Expense	\$	42,530,229.36	\$ 49,729,604.20	\$ 60,727,786.94	\$ 10,698,382.74	70.03%	
92	Net Ordinary Income	\$	4,739,512.36	\$ 7,044,211.16	\$ 4,953,787.74	\$ (1,790,623.42)	95.67%	
93	Reserved Funds-Building Fund				\$ 3,000,000.00			
94	Net Addition to Fund Balance				\$ 1,953,787.74			

Exhibit "A-3"

Winnie-Stowell Hospital District Balance Sheet As of November 30, 2022

ASSETS Current Assets 100 Prosperity Bank -Checking 104 Allegiance Bank -CD#1771 105 TexStar 108 Allegiance Bank NH Combined 109 First Financial Bank 109 First Financial Bank 109 FFB #4846 DACA 18,665,882.53 Total 109 First Financial Bank 109 birst Financial Bank 109 birst Financial Bank 110 Sales Tax Receivable 110 Sales Tax Receivable 110 Sales Tax Receivable 110 Sales Tax Receivable 113 Prepaid Expense 114 Accounts Receivable 118 Prepaid Expense 119 Prepaid IGT 10,121,350.91 Total Other Current Assets 120 Equipment 120 Equipment 120 Equipment 121 Office Building 122 Accountal Expense 120 Equipment 120 Addition 125 Accumulated Depreciation 125 Accumulated Depreciation 125 Accumulated Depreciation 126,462,32 TOTAL ASSETS 130 NH Payables Combined 230 SUTA Tax Payable 201 NHP Accounts P		Nov 30, 22
Checking/Savings 759,889,84 100 Prosperity Bank -Checking 759,889,84 104 Allegiance Bank CD#1771 7,019,421.67 105 TexStar 698,671.93 108 Allegiance Bank NH Combined 6,075,917.22 109 First Financial Bank 18,665,882.53 Total 109 First Financial Bank 18,665,882.53 Total Checking/Savings 33,219,783.19 Other Current Assets 132,417.87 110 Sales Tax Receivable 132,417.87 114 Accounts Receivable NH 24,431,631.87 117 NH - QIPP Prog Receivable 5,799,242.86 118 Prepaid IGT 10,121,350.91 Total Other Current Assets 40,519,138.16 Total Current Assets 73,738,921.35 Fixed Assets 122,6462.32 TOTAL ASSETS 73,865,383.67 LIABILITIES & EQUITY 124,047.33.31 LiABILITIES & EQUITY 124,047.33.31 210 Total Current Liabilities 7,000,000.00 0210 C11 LoaP Payable 21 QIPP 6 7,000,000.00 225 FUTA Tax Payable 2,131 235 Payroll Liabilities		
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108 Allegiance Bank NH Combined6,075,917.22109 First Financial Bank 109b FFB #4846 DACA18,665,882.53Total 109 First Financial Bank18,665,882.53Total Checking/Savings33,219,783.19Other Current Assets 110 Sales Tax Receivable NH 117 NH - QIPP Prog Receivable132,417.87114 Accounts Receivable NH 117 NH - QIPP Prog Receivable5,799,242.86118 Prepaid Expense 120 Equipment 121 Office Building 122 Addition34,494.65Total Other Current Assets40,519,138.16Total Current Assets73,738,921.35Fixed Assets 120 Equipment 121 Office Building 129,483.00126,462.32TOTAL ASSETS73,865,383.67LIABILITIES & EQUITY Liabilities Current Liabilities 190 NH Payables Combined5,893,552.67201 NHP Accounts Payable 210.21 Loan Payable 21 QIPP 6 225 FUTA Tax Payable 230 SUTA Tax Payable 230 Net Assets, Capital, net of 300 Net Assets, Capital, net of 310 Net Assets, Capital, net of 310 Net Assets-Unrestricted 315 Committed for Capital Proj Net Income5,532,839,222Total Equity22,833,428.35		
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TOTAL ASSETS73,865,383.67LIABILITIES & EQUITY Liabilities Other Current Liabilities 190 NH Payables Combined5,893,552.67201 NHP Accounts Payable 210.21 Loan Payable 21 QIPP 6 225 FUTA Tax Payable 230 SUTA Tax Payable 230 SUTA Tax Payable 240 Accounts Payable NH 240 Accounts Payable NH 26,673,351.922,449,145.01 9,014,433.31 210.50 Allegiance Bk Ln 6 QIPP6 255 FUTA Tax Payable 25 FUTA Tax Payable 26,673,351.92Total Other Current Liabilities 51,031,955.3251,031,955.32Total Current Liabilities51,031,955.32Total Liabilities51,031,955.32Equity 300 Net Assets, Capital, net of 310 Net Assets-Unrestricted 315 Committed for Capital Proj Net Income126,462.00 450,000.00Total Equity22,833,428.35	120 Equipment 121 Office Building	129,483.00
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Equity 126,462.00 310 Net Assets, Capital, net of 17,624,127.13 315 Committed for Capital Proj -450,000.00 Net Income 5,532,839.22 Total Equity 22,833,428.35	Total Current Liabilities	51,031,955.32
300 Net Assets, Capital, net of 126,462.00 310 Net Assets-Unrestricted 17,624,127.13 315 Committed for Capital Proj -450,000.00 Net Income 5,532,839.22 Total Equity 22,833,428.35	Total Liabilities	51,031,955.32
	300 Net Assets, Capital, net of 310 Net Assets-Unrestricted 315 Committed for Capital Proj	17,624,127.13 -450,000.00
TOTAL LIABILITIES & EQUITY 73,865,383.67	Total Equity	22,833,428.35
	TOTAL LIABILITIES & EQUITY	73,865,383.67

	Jan - Nov 22	Budget	\$ Over Budget
Ordinary Incomo/Expanse			
Ordinary Income/Expense Income			
400 Sales Tax Revenue	720,148.01	650,000.00	70,148.01
400 Sales Tax Revenue	34.382.08	16.000.00	18.382.08
407 Rental Income	25,000.00	35,000.00	-10,000.00
409 Tobacco Settlement	11.952.67	12,500.00	-547.33
415 Nursing Home - QIPP Program	46,478,258.96	57,000,000.00	-10,521,741.04
Total Income	47,269,741.72	57,713,500.00	-10,443,758.28
Gross Profit	47,269,741.72	57,713,500.00	-10,443,758.28
Expense			
500 Admin-Administative Salary	67,309.83	71,920.00	-4,610.17
502 Admin-Administrative Assnt	16,242.75	24,960.00	-8,717.25
503 Admin - Staff Incentive Pay	0.00	4,000.00	-4,000.00
504 Admin-Administrative PR Tax	6,444.27	7,847.28	-1,403.01
505 Admin-Board Bonds	250.00	250.00	0.00
515 Admin-Bank Service Charges	1,165.78	560.00	605.78
521 Professional Fees - Acctng	27,906.25	25,000.00	2,906.25
522 Professional Fees-Auditing	25,905.00	25,000.00	905.00
523 Professional Fees - Legal	11,000.00	25,000.00	-14,000.00
550 Admin-D&O / Liability Ins.	15,673.26	15,700.00	-26.74
560 Admin-Cont Ed, Travel	0.00	9,000.00	-9,000.00
562 Admin-Travel&Mileage Reimb.	130.76	2,400.00	-2,269.24
569 Admin-Meals	1,216.77	1,000.00	216.77
570 Admin-District/County Prom	0.00	5,000.00	-5,000.00
571 Admin-Office Supp. & Exp.	8,482.18	7,000.00	1,482.18
572 Admin-Web Site	555.00	1,000.00	-445.00
573 Admin-Copier Lease/Contract	2,587.56	4,000.00	-1,412.44
575 Admin-Cell Phone Reimburse	1,650.00	1,800.00	-150.00
576 Admin-Telephone/Internet	3,084.22	3,000.00	84.22
577 - Admin Dues	0.00	1,895.00	-1,895.00
591 Admin-Notices & Fees	2,748.00	3,500.00	-752.00
592 Admin Office Rent	3,740.00	4,080.00	-340.00
593 Admin-Utilities	2,640.12	3,600.00	-959.88
594 Admin-Casualty & Windstorm	2,540.24	2,600.00	-59.76
597 Admin-Flood Insurance	0.00	1,450.00	-1,450.00
598 Admin-Building Maintenance	5,080.00	6,000.00	-920.00
600 East Chambers ISD Partnersh	201,666.63	220,000.00	-18,333.37
601 IC-Healthcare Expenses			
601.01 IC Pmt to Hosp-Indigent	373,349.88	379,000.00	-5,650.12
601.02 IC-Non Hosp Costs UTMB	241,672.45	350,000.00	-108,327.55

Winnie-Stowell Hospital District

Profit & Loss Budget vs. Actual As of Nov 30, 2022

Accrual	Basis
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	Jan - Nov 22	Budget	\$ Over Budget
601.03 IC-Non Hosp-SpecI Pro 601.03a Dental 601.03b IC Vision 601.04 IC-Non Hosp Cost-Other 601.05 IC - Chairty Care Prog 601.03 IC-Non Hosp-SpecI Pro - Other	9,102.00 1,180.00 9,215.21 0.00 0.00	10,000.00 50,000.00 7,000.00	<mark>-784.79</mark> -50,000.00 -7,000.00
Total 601.03 IC-Non Hosp-SpecI Pro	19,497.21	67,000.00	-47,502.79
Total 601 IC-Healthcare Expenses	634,519.54	796,000.00	-161,480.46
602 IC-WCH 1115 Waiver Prog 603 IC-Pharmaceutical Costs 605 IC-Office Supplies/Postage 607 WSHD - Grants 607.03 WSVEMS 607.03b WSVEMS - Monitors	91,015.06 34,138.19 1,559.66 104.815.71	75,000.00 40,000.00 2,500.00 104.815.71	16,015.06 -5,861.81 -940.34 0.00
607.030 WSVEMS - Monitors 607.03c WSVEMS - Salaries	101,808.00	125,000.00	-23,192.00
Total 607.03 WSVEMS	206,623.71	229,815.71	-23,192.00
607.04 SVDP	11,900.00	11,900.00	0.00
607.06 FQHC(Coastal) 607.06a FQHC	738,467.14	1,245,840.00	-507,372.86
Total 607.06 FQHC(Coastal)	738,467.14	1,245,840.00	-507,372.86
607.99 WSHD - Grants Other 607.99a Marcelous Williams 607.99b Thompson OPC 607.Admin-Cont Ed-Med Pers.	55,550.00 117,368.18 1,651.54	50,000.00 117,368.18 2,000.00	5,550.00 0.00 -348.46
Total 607.99 WSHD - Grants Other	174,569.72	169,368.18	5,201.54
Total 607 WSHD - Grants	1,131,560.57	1,656,923.89	-525,363.32
611 IC-Indigent Care Dir Salary 612 IC-Payroll Taxes -Ind Care 615 IC-Software 616 IC-Travel 617 Youth Programs	54,506.63 4,196.51 12,199.00 544.99	58,240.00 4,717.44 13,308.00 500.00	-3,733.37 -520.93 -1,109.00 44.99
617.01 Youth Counseling 617.02 Irlen Program	17,425.00 496.00	17,000.00 3,000.00	425.00 -2,504.00
Total 617 Youth Programs	17,921.00	20,000.00	-2,079.00

	Jan - Nov 22	Budget	\$ Over Budget
630 NH Program-Mgt Fees	11,378,085.21	14,257,340.32	-2,879,255.11
631 NH Program-IGT	21,607,960.00	26,009,618.00	-4,401,658.00
632 NH Program-Telehealth Fees	171,691.81	193,421.32	-21,729.51
633 NH Program-Acctg Fees	0.00	35,000.00	-35,000.00
634 NH Program-Legal Fees	147,755.02	250,000.00	-102,244.98
635 NH Program-LTC Fees	2,328,000.00	2,568,000.00	-240,000.00
637 NH Program-Interest Expense	3,154,566.16	3,438,473.96	-283,907.80
638 NH Program-Bank Fees & Misc	72.50	300.00	-227.50
639 NH Program-Appraisal	46,076.76	46,076.76	0.00
640 Nursing Home Acquisition	3,328.00	3,328.00	0.00
674 - Property Acquisition	1,293,304.85	2,000,000.00	-706,695.15
675 HWY 124 Expenses			
675.01 Tony's BBQ Bldg Expenses	9,209.28	9,060.28	149.00
Total 675 HWY 124 Expenses	9,209.28	9,060.28	149.00
Total Expense	42,530,229.36	51,955,370.25	-9,425,140.89
Net Ordinary Income	4,739,512.36	5,758,129.75	-1,018,617.39
Other Income/Expense Other Income			
416 Nursing Home Operations	238,179,214.02		
Total Other Income	238,179,214.02		
Other Expense			
640 Nursing Home Oper. Expenses	237,385,887.16		
Total Other Expense	237,385,887.16		
Net Other Income	793,326.86		
Net Income	5,532,839.22	5,758,129.75	-225,290.53

	% of Budget
Ordinary Income/Expense	
Income	
400 Sales Tax Revenue	110.8%
405 Investment Income	214.9%
407 Rental Income	71.4%
409 Tobacco Settlement	95.6%
415 Nursing Home - QIPP Program	81.5%
Total Income	81.9%
Gross Profit	81.9%
Expense	
500 Admin-Administative Salary	93.6%
502 Admin-Administrative Assnt	65.1%
503 Admin - Staff Incentive Pay	0.0%
504 Admin-Administrative PR Tax	82.1%
505 Admin-Board Bonds	100.0%
515 Admin-Bank Service Charges	208.2%
521 Professional Fees - Acctng	111.6%
522 Professional Fees-Auditing	103.6%
523 Professional Fees - Legal	44.0%
550 Admin-D&O / Liability Ins.	99.8%
560 Admin-Cont Ed, Travel	0.0%
562 Admin-Travel&Mileage Reimb.	5.4% 121 7%
569 Admin-Meals 570 Admin-District/County Prom	0.0%
571 Admin-Office Supp. & Exp.	121.2%
572 Admin-Office Supp. & Exp.	55.5%
573 Admin-Copier Lease/Contract	64.7%
575 Admin-Cell Phone Reimburse	91.7%
576 Admin-Telephone/Internet	102.8%
577 - Admin Dues	0.0%
591 Admin-Notices & Fees	78.5%
592 Admin Office Rent	91.7%
593 Admin-Utilities	73.3%
594 Admin-Casualty & Windstorm	97.7%
597 Admin-Flood Insurance	0.0%
598 Admin-Building Maintenance	84.7%
600 East Chambers ISD Partnersh	91.7%
601 IC-Healthcare Expenses	
601.01 IC Pmt to Hosp-Indigent	98.5%
601.02 IC-Non Hosp Costs UTMB	69.0%

	% of B	udget	
601.03 IC-Non Hosp-Specl Pro 601.03a Dental 601.03b IC Vision 601.04 IC-Non Hosp Cost-Other 601.05 IC - Chairty Care Prog 601.03 IC-Non Hosp-Specl Pro - Other	92.2% 0.0% 0.0%		
Total 601.03 IC-Non Hosp-SpecI Pro		29.1%	
Total 601 IC-Healthcare Expenses			79.7%
602 IC-WCH 1115 Waiver Prog 603 IC-Pharmaceutical Costs 605 IC-Office Supplies/Postage 607 WSHD - Grants 607.03 WSVEMS 607.03b WSVEMS - Monitors 607.03c WSVEMS - Salaries	100.0% 81.4%		121.4% 85.3% 62.4%
Total 607.03 WSVEMS		89.9%	
607.04 SVDP		100.0%	
607.06 FQHC(Coastal) 607.06a FQHC	59.3%		
Total 607.06 FQHC(Coastal)		59.3%	
607.99 WSHD - Grants Other 607.99a Marcelous Williams 607.99b Thompson OPC 607.Admin-Cont Ed-Med Pers. Total 607.99 WSHD - Grants Other	111.1% 100.0% 82.6%	103.1%	
· · · · · · · · · · · · · · · · · · ·		103.176	68 3%
Total 607 WSHD - Grants 611 IC-Indigent Care Dir Salary			68.3% 93.6%
612 IC-Payroll Taxes -Ind Care 615 IC-Software 616 IC-Travel 617 Youth Programs 617.01 Youth Counseling 617.02 Irlen Program		102.5% 16.5%	89.0% 91.7% 109.0%
Total 617 Youth Programs			89.6%

	% of Budget		
630 NH Program-Mgt Fees	79.8%		
631 NH Program-IGT	83.1%		
632 NH Program-Telehealth Fees	88.8%		
633 NH Program-Acctg Fees	0.0%		
634 NH Program-Legal Fees	59.1%		
635 NH Program-LTC Fees	90.7%		
637 NH Program-Interest Expense	91.7%		
638 NH Program-Bank Fees & Misc	24.2%		
639 NH Program-Appraisal	100.0%		
640 Nursing Home Acquisition	100.0%		
674 - Property Acquisition	64.7%		
675 HWY 124 Expenses			
675.01 Tony's BBQ Bldg Expenses	101.6%		
Total 675 HWY 124 Expenses	101.6%		
Total Expense	81.9%		
Net Ordinary Income	82.3%		
Other Income/Expense Other Income 416 Nursing Home Operations			
Total Other Income			
Other Expense 640 Nursing Home Oper. Expenses			
Total Other Expense			
Net Other Income			
Net Income	96.1%		

Exhibit "A-4"

		WSHD Treasurer's Report			
Reporting Date:	Wednesday, Deco	ember 14, 2022			
Pending Expenses	For	Amount	Funds Su	immary	Totals
Brookshire Brothers	Indigent Care	\$1,686.33	Prosperity Operating (Unresti	ricted)	\$653,850.14
Wilcox Pharmacy	Indigent Care	\$1,325.38	First Financial (Unrestricted)		\$11,147,183.77
JTMB at Galveston	Indigent Care	\$3,395.22	First Financial (Restricted)		\$3,607,003.95
JTMB Faculty Group	Indigent Care	\$1,762.55	TexStar		\$698,671.93
Thompson Outpatient Clinic	Indigent Care	\$1,103.52	Allegiance Bank LOC (Avail	able)	\$19,421.67
Riceland Medical Center	Indigent Care	\$54,272.73	Total District Funds		\$16,126,131.46
Radiology Associates	Indigent Care	\$30.47	Less First Financial (Restric	cted)	(\$3,607,003.95)
WSVEMS	Indigent Care	\$334.54	Less TexStar Reserve Acco	unt	(\$698,671.93)
ndigent Healthcare Solutions	IC Inv #74942	\$1,109.00	Less Committed Funds (Ca	pital Acquisition and Grant	(\$1,164,435.24)
Omnipoint Health-Dental	SP Program	\$1,175.00	Cash Position (Less First Financial Restricted)		\$10,656,020.34
Dr. June Stansky	SP Program	\$60.00	Pending Expenses Enoing Balance (Less expenses-Available Cash, not		(\$243,839.73)
Penelope (Polly) Butler	Youth Counseling	\$170.00	Ending Balance (Less expenses-Available Cash, not Committed)		\$10,412,180.61
· · ·	-		Committed) Total Funds (Ending Balance	+LOC Outstanding+OIPP	
Nicki Holtzman	Youth Counseling	\$255.00	Funds Outstanding)		\$17,724,145.20
Kalos Counseling (Benjamin Odom)	Youth Counseling	\$1,105.00	6,		
Benckenstein & Oxford	Inv #50640	\$7,102.18	Prosperity Operating (Unrest	ricted)	\$1,062,945.32
Hubert Oxford	Legal Retainer	\$1,000.00	First Financial (Unrestricted)		\$11,393,944.09
David Sticker	Inv #91	\$2,812.50	First Financial (Restricted)		\$6.664.575.35
Fechnology Solutions of Tx	Inv #1733	\$75.00	TexStar		\$696,634.26
Felipe Ojedia-Yard Service	Inv #1032	\$300.00	Allegiance Bank LOC (Avail	able)	\$9,704.10
Graciela Chavez-Office Cleaning	Inv #965952	\$150.00	Total District Funds		\$19,827,803.12
		\$150.00	Less First Financial (Restricted)		
American Education Services	S Stern-Student Loan		Less TexStar Reserve Account		(\$6,664,575.35)
WSVEMS	Grant Inv (Nov Payroll)	\$10,080.00			(\$696,634.26)
The Hometown Press	Inv #3666	\$45.00	Funding-See below)		(\$1,512,581.10)
The Seabreeze Beacon	Inv #6216	\$42.00	Cash Position (Less First Financial Restricted)		\$10,954,012.41
Chambers County Tax Assessor	Property Taxes/HWY 124	\$7,684.32	Pending Expenses		(\$273,740.33)
Fitz & Shipman Inc	For 3 Invs 16925.00	\$16,925.00	Ending Balance (Less expenses)		\$10,680,272.08
Coastal Gateway Health Center	Grant (Dec Req)	\$80,745.63	Total Funds (Ending Balance+LOC Outstanding+QIPP Funds Outstanding)		\$18,351,701.64
Allegiance Bank	LOC Interest-Auto Pay Dec 23	\$14,875.00			
Durbin & Co	Inv. No. 11466 2021 Audit and Single Audit	34,068.22			
Total Pending Expenses:		\$243,839.73			
First Finanical Bank Reconciliations					
FFB Balance Decemmber 14, 2022	\$14,754,187.72				
	Restricted Funds	Total Scheduled Payment	Balance Received	Balance Due	Due to District
Yr. 6, Component 1-IGT 11, QIPP Year 5					
Component 1-September (1st Half)	\$2,305,867.97	\$2,390,039.85	\$2,305,867.97	\$84,171.88	\$2,305,867.97
Component 1-October (1st Half)	\$550,037.93	\$2,534,157.68	\$550,037.93	\$1,984,119.75	\$550,037.93
Total Component 1, IGT 10	\$2,855,905.90	\$4,924,197.53	\$2,855,905.90	\$2,068,291.63	\$2,855,905.90
Loan 21 Set Aside (Salt Creek & Allegiance)					
oan 20 Payment-September (1st Half)	\$2,305,867.97	\$2,390,039.85	\$2,305,867.97	\$84,171.88	\$2,305,867.97
Loan 20 Payment-October (1st Half)	\$550,037.93	\$2,534,157.68	\$550,037.93	\$1,984,119.75	\$550,037.93
Total Loan 20 Set Aside	1 /	\$4 924 197 53	\$2 855 905 90	\$2,068,291,63	\$2,855,905,90

Yr. 5, Component 2 (Public & Private)					
Y6/Q1-Comp. 2-Sep	\$313,573.37	\$600,318.46	\$579,187.67	\$21,130.79	\$265,614.31
Y6/Q1-Comp. 2-Oct.	\$94,309.34	\$659,034.18	\$140,659.62	\$518,374.56	\$46,350.28
Total Component 2 due to MGRs.	\$407,882.71	\$1.259.352.64	\$719,847,29	\$539,505,35	\$311,964.59

Variance Payment Sept. 2022	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Variance Payment Oct. 2022	(\$4,593.49)	(\$42,735.23)	(\$9,186.97)	(\$33,548.26)	(\$4,593.49)
Variance Payment Totals	(\$4,593.49)	(\$42,735.23)	(\$9,186.97)	(\$33,548.26)	(\$4,593.49)
Interest Reserves					
Reserve Ln 21	\$165,006.22				
Reserve Ln 22	\$182,802.61				
Total Reserves	\$347,808.83	-			
Restricted	\$3,607,003.95				
Unrestricted	\$11,147,183.77	_			
Total Funds	\$14,754,187.72	_			

Committed Funds		Paid for FQHC:2022	Quarterly Payment	Balance Due
1. FQHC Grant Funding-2022	\$0.00	\$819,212.77		\$0.00
2. FQHC Grant Funding-2023	\$914,112.00	\$0.00		\$914,112.00
3. Hospital-DY 7 Repayment	\$250,323.24	\$250,323.24		\$0.00
Total Commitments	\$1,164,435.24	\$1,069,536.01		\$914,112.00

Month Outstanding Short Term Revenue							
Note-Loan 21 (May 31, 2022-Apr. 30, 2023)							
Loan 21-Principle	\$9,014,433.31		Reserve	\$126,202.07			
Interest	16.80%		Interest	\$1,381,653.31			
Amoritization Table							
	Date	Balance	Interest	Principal Revd.	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	\$2,063,529.27	\$2,189,731.34		
8-(Dec. 2022 Comp. 1)	1/31/2023	\$9,014,433.31	\$126,202.07	\$1,948,087.62	\$2,074,289.69		
9 (Jan. 2023, Comp. 1)	2/28/2023	\$9,014,433.31	\$126,202.07		\$126,202.07		
10 (Feb. 2023, Comp. 1)	3/31/2023	\$9,014,433.31	\$126,202.07		\$126,202.07		
Reserve		\$9,014,433.31	\$0.00	\$78,618.90	\$78,618.90		
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%							
Amoritization 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	\$2,206,930.56	\$2,389,733.17			
6-(April 2023, Comp. 1)	5/31/2023	\$13,057,329.45	\$182,802.61	\$2,213,299.74	\$2,396,102.35			
7-(May 2023, Comp. 1)	6/30/2023	\$13,057,329.45	\$182,802.61	\$2,321,840.76	\$2,504,643.37			
8-(June 2023 Comp. 1)	7/31/2023	\$13,057,329.45	\$182,802.61	\$2,377,872.40	\$2,560,675.01			
9 (July 2023, Comp. 1)	8/31/2023	\$0.00	\$182,802.61	\$2,313,764.38	\$2,496,566.99			
10 (Aug. 2023, Comp. 1)	9/30/2023	\$0.00	\$182,802.61	\$2,437,859.75	\$2,620,662.36			
Reserve		\$13,057,329.45	\$0.00	<u>(\$814,238.15)</u>	-\$814,238.15			
11	10/30/2023	\$0.00	\$182,802.61	\$0.00	-\$631,435.54			
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			

Balance:	\$7,000,000.00	Principle Balance Owed	\$7,000,000.00		
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	\$15,160.27	\$372,436.78	\$387,597.05
9 (Jan. 2023, Comp. 1)	2/28/2023	Interest Payment	\$11,482.79	\$2,341,735.32	\$2,353,218.11
10 (Feb. 2023, Comp. 1)	3/31/2023	Interest Payment	\$6,830.45	\$2,379,365.52	\$2,386,195.97
Reserve				\$1,906,462.38	\$1,906,462.38
11	4/30/2023		\$1,008.84	\$0.00	\$1,008.84
Amount Paid		\$0.00	\$135,615.17	\$7,000,000.00	\$7,135,615.17

District's Investments					
	Amount	Percentage	From	То	Interest
*CD at Allegiance Bank C.D. #1771	\$7,019,421.67	0.55%	11/1/2022	11/30/2022	\$9,717.57 Paid Quarterly
Texstar C.D. #1110	\$698,671.93	0.999510%	11/1/2022	11/30/2022	Paid \$2,037.93 Nov 2022
IU THE BEST OF MY KNOWLEDGE, THESE FIGURES IN THE WODH THE A SUIDED'S DEDADT AND					
Edward Murrell, President			Robert "Bobby" Way Treasurer/Investment Offic	er	_
Date:			Date:	_	
Italics are Estimated amounts					

Winnie-Stowell Hospital District Bank Accounts Register As of November 16, 2022 to December 30, 2022

Туре	Date	Num	Name	Memo	Clr	Amount	Balance
100 Pr	osperity Bank	-Checking					1,044,491.10
Check	11/16/2022	3670	Brookshire Brothers	IC RXs (Oct 2022)	Х	(2,820.75)	1,041,670.35
Check	11/16/2022	3671	Wilcox Pharmacy	IC RXs (Oct 2022)	Х	(984.03)	1,040,686.32
Check	11/16/2022	3672	UTMB at Galveston	IC Batch Date 10.01.2022	Х	(9,689.02)	1,030,997.30
Check	11/16/2022	3673	UTMB Faculty Grou	IC Batch Date 10.01.2022	Х	(2,299.23)	1,028,698.07
Check	11/16/2022	3674	Thompson OPC (Cli	IC Batch Date 10.11.2022	Х	(1,231.22)	1,027,466.85
Check	11/16/2022	3675	Riceland Medical Ce	IC Batch Date 10.05-07.2022	X *	(58,284.10)	969,182.75
Check	11/16/2022	3676	Indigent Healthcare	Inv #74774		(1,109.00)	968,073.75
Check	11/16/2022	3677	Omnipoint Health-D	IC SP Batch Date 10.08.2022	X	(1,130.00)	966,943.75
Check Check	11/16/2022 11/16/2022	3678	\$25 Optical	IC SP Batch Date 10.08.2022	Х	(25.00) (180.00)	966,918.75
Check	11/16/2022	3679 3680	Dr. June Stansky, O Penelope S Butler,	IC SP Batch Date 10.08.2022 YC Batch Date 10.02.2022	Х	(180.00) (85.00)	966,738.75 966,653.75
Check	11/16/2022	3681	Nicki Holtzman MS,	YC Batch Date 10.02.2022 YC Batch Date 10.02.2022	X	(255.00)	966,398.75
Check	11/16/2022	3682	Kalos Counseling	YC Batch Date 10.02.2022	X	(1,360.00)	965,038.75
Check	11/16/2022	3683	Benckenstein & Oxf	Inv # 50624 (Sept 2022)	X	(17,840.00)	947,198.75
Check	11/16/2022	3684	Hubert Oxford	Legal Retainer	*	(1,000.00)	946,198.75
Check	11/16/2022	3685	David Sticker	Inv # 88	Х	(2,062.50)	944,136.25
Check	11/16/2022	3686	Technology Solution	Inv # 1725	Х	(75.00)	944,061.25
Check	11/16/2022	3687	Felipe Ojeda	Inv #1031	Х	(300.00)	943,761.25
Check	11/16/2022	3688	Graciela Chavez	Inv #965951	Х	(120.00)	943,641.25
Check	11/16/2022	3689	American Education	92 5529 5461 S Stern	Х	(150.14)	943,491.11
Check	11/16/2022	3690	Winnie-Stowell Vol	Grant (Inv Oct 2022 Payroll)	Х	(10,416.00)	933,075.11
Check	11/16/2022	3691	Carroll R Hand Insu	Inv #17023, 17006, 17005,17024,	Х	(250.00)	932,825.11
Check	11/16/2022	3692	Coastal Gateway He	Grant (Nov Request)	Х	(146,703.51)	786,121.60
Check	11/16/2022	995121	Trinity Bay Conserv	Draft, Withdrawal, Processed	Х	(67.18)	786,054.42
Check	11/16/2022		Funcion 4-Lease fka	ACH, Withdrawal, Processed	Х	(216.94)	785,837.48
Check	11/17/2022	. .	Specturm/Time War	ACH, Withdrawal, Processed	X	(281.68)	785,555.80
Check	11/23/2022	Auto	Allegiance Bank	LOC Interest	X	(15,370.83)	770,184.97
Check	11/28/2022		Prosperity Bank (CC)	ACH, Withdrawal, Processed	X X	(504.09)	769,680.88
Liability Paycheck	11/29/2022 11/30/2022	DD1274	QuickBooks Payroll Burleson, Janci L	Created by Payroll Service on 11/2 Direct Deposit	X	(9,942.79)	759,738.09 759,738.09
Paycheck	11/30/2022	DD1274 DD1275	Norris, Sherrie	Direct Deposit	X		759,738.09
Paycheck	11/30/2022	DD1275 DD1276	Ojeda, Patricia	Direct Deposit	X		759,738.09
Deposit	11/30/2022	2212/0	Prosperity Bank	Deposit, Processed	X	151.75	759,889.84
Check	12/02/2022	3693	Riceland Medical Ce	Repayment of IGT Refund		(250,323.24)	509,566.60
Deposit	12/05/2022			ACH, Deposit, Processed	*	108,206.62	617,773.22
Check	12/07/2022	3694	Allegiance Bank	Opening Deposits for 6 Gulf Coast	*	(1,200.00)	616,573.22
Check	12/07/2022		ECISD	Grant		(18,333.33)	598,239.89
Check	12/07/2022		Riceland Medical Ce			(340.00)	597,899.89
Check	12/09/2022		Entergy	Memo:ACH, Withdrawal, Processed	*	(209.51)	597,690.38
Deposit	12/09/2022			ACH, Deposit, Processed	*	57,581.54	655,271.92
Check	12/12/2022		Trinity Bay Conserv	13053-1010703000		(64.97)	655,206.95
Check	12/13/2022	To Drint	IRS Drockshine Drothers	Payroll Taxes Dec 2022 IC RXs (Nov 2022)		(3,510.48)	651,696.47
Check Check	12/14/2022 12/14/2022	To Print To Print	Brookshire Brothers Wilcox Pharmacy	IC RXs (Nov 2022) IC RXs (Nov 2022)		(1,686.33) (1,325.38)	650,010.14 648,684.76
Check	12/14/2022	To Print	UTMB at Galveston	IC Batch Date 11.01.2022		(3,395.22)	645,289.54
Check	12/14/2022	To Print	UTMB Faculty Grou	IC Batch Date 11.01.2022		(1,762.55)	643,526.99
Check	12/14/2022	To Print	Thompson OPC (Cli	IC Batch Date 11.11.2022		(1,103.52)	642,423.47
Check	12/14/2022	To Print	Riceland Medical Ce	IC Batch Date 11.052022		(54,272.73)	588,150.74
Check	12/14/2022	To Print	Radiology Associate	IC Batch Date 11.01.2022		(30.47)	588,120.27
Check	12/14/2022	To Print	Winnie-Stowell Vol	IC Ambulance Svs Batch Date 11.0		(334.54)	587,785.73
Check	12/14/2022	To Print	Indigent Healthcare	Inv #74942		(1,109.00)	586,676.73
Check	12/14/2022	To Print	Omnipoint Health-D	IC SP Batch Date 11.08.2022		(1,175.00)	585,501.73
Check	12/14/2022	To Print	Dr. June Stansky, O	IC SP Batch Date 11.08.2022		(60.00)	585,441.73
Check	12/14/2022	To Print	Penelope S Butler,	YC Batch Date 11.02.2022		(170.00)	585,271.73
Check	12/14/2022	To Print	Nicki Holtzman MS,	YC Batch Date 11.02.2022		(255.00)	585,016.73
Check	12/14/2022	To Print	Kalos Counseling	YC Batch Date 11.02.2022		(1,105.00)	583,911.73
Check	12/14/2022	To Print	Benckenstein & Oxf	Inv #50640 (Oct 2022)		(7,102.18)	576,809.55
Check	12/14/2022	To Print	Hubert Oxford	Legal Retainer		(1,000.00)	575,809.55
Check Check	12/14/2022 12/14/2022	To Print To Print	David Sticker	Inv #91 Inv #1733		(2,812.50)	572,997.05
CHEUK	12/14/2022	10111111	Technology Solution	μιν <i>π1133</i>		(75.00)	572,922.05

Winnie-Stowell Hospital District Bank Accounts Register As of November 16, 2022 to December 30, 2022

Туре	Date	Num	Name	Memo	Clr	Amount	Balance
Check	12/14/2022	To Print	Felipe Ojeda	Inv #1032		(300.00)	572,622.05
Check	12/14/2022	To Print	Graciela Chavez	Inv #965952		(150.00)	572,472.05
Check	12/14/2022	To Print	American Education	92 5529 5461 S Stern		(150.11)	572,321.94
Check	12/14/2022	To Print	Winnie-Stowell Vol	Grant (Inv Oct 2022 payroll)		(10,080.00)	562,241.94
Check	12/14/2022	To Print	Hometown Press	Inv #3666		(45.00)	562,196.94
Check	12/14/2022	To Print	The Seabreeze Beacon	Inv #6216		(42.00)	562,154.94
Check	12/14/2022	To Print	Denise Hutter, Tax	Acct #16879 (2626 Hwy 124)		(7,684.32)	554,470.62
Check	12/14/2022	To Print	Fittz & Shipman, Inc	Inv #s 84826, 84935 & 85080 (262		(16,925.00)	537,545.62
Check	12/14/2022 12/23/2022	To Print	Coastal Gateway He	CGHC Grant (Dec 2022 Req) AB LOC Interest Pmt		(80,745.63) (14,875.00)	456,799.99
Check Check	12/23/2022	Pending	Allegiance Bank Prosperity Bank	AB LOC Interest Pint		(14,875.00) (1,356.81)	441,924.99 440,568.18
Total 100	0 Prosperity	Bank -Check	ing			(603,922.92)	440,568.18
109 First	Financial Ba	nk					18,058,519.44
109b F	FB #4846 DA	CA					18,058,519.44
Check	11/16/2022			Memo:Transfer from DDA Acct No	Х	505,355.50	18,563,874.94
Check	11/17/2022			Memo:Transfer from DDA Acct No	Х	37,500.00	18,601,374.94
Check	11/18/2022			Memo: ACH CREDIT RECEIVED	Х	(3,818.83)	18,597,556.11
Check	11/18/2022			ACH FFB to AB Holding for H MS	Х	(9,965.00)	18,587,591.11
Check	11/28/2022			Memo:Transfer from DDA Acct No	Х	204,493.49	18,792,084.60
Check	11/30/2022		Salt Creek Capital L	ACH PaymenWinnie-Stowell HCC	Х	(126,202.07)	18,665,882.53
Check	12/02/2022			Memo:Transfer from DDA Acct No	М	13,057,349.45	31,723,231.98
Check	12/02/2022			ACH PaymenWinnie-Stowell HCC	М	(60,720.00)	31,662,511.98
Check	12/02/2022			ACH PaymenWinnie-Stowell HCC	М	(264,873.43)	31,397,638.55
Check	12/02/2022			ACH PaymenWinnie-Stowell HCC	М	(1,155,248.75)	30,242,389.80
Check	12/02/2022			ACH PaymenWinnie-Stowell HCC	М	(2,872,383.21)	27,370,006.59
Check	12/05/2022			TEXNET STATE COMPTRLR CC	М	(118,704.24)	27,251,302.35
Check	12/05/2022			TEXNET STATE COMPTRLR CC	M	(122,580.17)	27,128,722.18
Check	12/05/2022			TEXNET STATE COMPTRLR CC	M	(145,914.52)	26,982,807.66
Check Check	12/05/2022			TEXNET STATE COMPTRLR CC	M	(155,273.46)	26,827,534.20
Check	12/05/2022 12/05/2022			TEXNET STATE COMPTRLR CC TEXNET STATE COMPTRLR CC	M M	(191,165.19) (192,520,19)	26,636,369.01
Check	12/05/2022			TEXNET STATE COMPTRER CC	M	(192,520.19) (192,835.31)	26,443,848.82 26,251,013.51
Check	12/05/2022			TEXNET STATE COMPTRLR CC	M	(234,934.82)	26,016,078.69
Check	12/05/2022			TEXNET STATE COMPTRLR CC	M	(240,906.27)	25,775,172.42
Check	12/05/2022			TEXNET STATE COMPTRLR CC	M	(258,804.86)	25,516,367.56
Check	12/05/2022			TEXNET STATE COMPTRLR CC	M	(261,719.69)	25,254,647.87
Check	12/05/2022			TEXNET STATE COMPTRLR CC	M	(266,540.96)	24,988,106.91
Check	12/05/2022			TEXNET STATE COMPTRLR CC	М	(270,700.50)	24,717,406.41
Check	12/05/2022			TEXNET STATE COMPTRLR CC	М	(273,205.67)	24,444,200.74
Check	12/05/2022			TEXNET STATE COMPTRLR CC	М	(277,128.87)	24,167,071.87
Check	12/05/2022			TEXNET STATE COMPTRLR CC	М	(281,776.83)	23,885,295.04
Check	12/05/2022			TEXNET STATE COMPTRLR CC	Μ	(290,678.86)	23,594,616.18
Check	12/05/2022			TEXNET STATE COMPTRLR CC	Μ	(295,027.46)	23,299,588.72
Check	12/05/2022			TEXNET STATE COMPTRLR CC	М	(302,353.91)	22,997,234.81
Check	12/05/2022			TEXNET STATE COMPTRLR CC	М	(306,734.02)	22,690,500.79
Check	12/05/2022			TEXNET STATE COMPTRLR CC	М	(311,003.85)	22,379,496.94
Check	12/05/2022			TEXNET STATE COMPTRLR CC	М	(312,768.50)	22,066,728.44
Check	12/05/2022			TEXNET STATE COMPTRLR CC	Μ	(338,655.29)	21,728,073.15
Check	12/05/2022			TEXNET STATE COMPTRLR CC	М	(340,656.27)	21,387,416.88
Check	12/05/2022			TEXNET STATE COMPTRLR CC	M	(344,248.60)	21,043,168.28
Check	12/05/2022			TEXNET STATE COMPTRLR CC	M	(347,478.54)	20,695,689.74
Check	12/05/2022			TEXNET STATE COMPTRLR CC	M	(349,258.94)	20,346,430.80
Check	12/05/2022			TEXNET STATE COMPTRLR CC	M M	(365,854.67)	19,980,576.13
Check	12/05/2022			TEXNET STATE COMPTRLR CC	M M	(373,727.71)	19,606,848.42
Check	12/05/2022			TEXNET STATE COMPTRLR CC	M M	(376,674.05)	19,230,174.37
Check	12/05/2022			TEXNET STATE COMPTRLR CC	M M	(383,606.60) (390,665,20)	18,846,567.77
Check Check	12/05/2022 12/05/2022			TEXNET STATE COMPTRLR CC TEXNET STATE COMPTRLR CC	M M	(390,665.20) (406,562.81)	18,455,902.57 18,049,339.76
Check	12/05/2022			TEXNET STATE COMPTRLR CC	М	(413,448.10)	17,635,891.66

Winnie-Stowell Hospital District Bank Accounts Register As of November 16, 2022 to December 30, 2022

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Check	12/05/2022			TEXNET STATE COMPTRLR CC	М	(430,322.56)	17,205,569.10
Check	12/05/2022			TEXNET STATE COMPTRLR CC	Μ	(434,340.29)	16,771,228.81
Check	12/05/2022			TEXNET STATE COMPTRLR CC	Μ	(470,027.19)	16,301,201.62
Check	12/05/2022			TEXNET STATE COMPTRLR CC	Μ	(507,998.69)	15,793,202.93
Check	12/05/2022			TEXNET STATE COMPTRLR CC	Μ	(603,841.25)	15,189,361.68
Check	12/05/2022			TEXNET STATE COMPTRLR CC	Μ	(876,684.54)	14,312,677.14
Check	12/08/2022		LTC Group	ACH PaymenWinnie-Stowell HCC	М	(240,000.00)	14,072,677.14
Check	12/09/2022		-	Memo: Transfer from DDA Acct No	Μ	681,510.58	14,754,187.72
Check	12/30/2022	Pending	Salt Creek Capital L	Ln 21 Interest (7 of 11)		(126,202.07)	14,627,985.65
Check	12/30/2022	Pending	Salt Creek Capital L	Ln 22 Interest (1 of 11)		(182,802.61)	14,445,183.04
Total	109b FFB #48	46 DACA				(3,613,336.40)	14,445,183.04
Total 1	09 First Financ	ial Bank				(3,613,336.40)	14,445,183.04
TOTAL						(4,217,259.32)	14,885,751.22

Exhibit "B"

WINNIE STOWELL HOSPITAL DISTRICT



PO BOX 1997, WINNIE, TX 77665 PHONE: (409)296-1003 FAX: (409)400-4023

12.14.22 WSHD Regular Board Meeting Indigent Care Report

1) Active Client Count:

- a) Indigent Clients 89 DOWN by 4 from 93 in OCT
 - 30 Apps, [16 Renewals, 9 New, and 5 Previous]
 - 14 Approved [8 Renewals, 3 New, & 3 Previous]
 - 1 Denied
 - 11 Incomplete
- b) Youth Counseling 16 UP by 4 from 12 in OCT
- c) Irlen Services 0 No change
- d) Riceland Emergency Room referrals 19 (15 Not Eligible, 4 Pending, and 0 Approved for ICAP)
- e) Dental & Vision Services 5 clients used the Dental benefits , and 1 used the Vision benefits in NOV

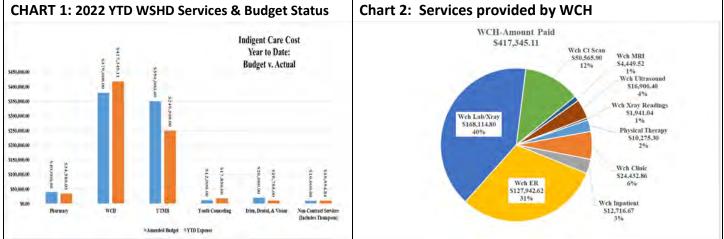
2) Riceland Hospital & Clinics:

The NOV charges were UP by 9.6 K from 96.8 K to 106.4 K, which led to an overall 52% for their reimbursement rate.

3) UTMB Hospital & Clinics:

a) UTMB NOV charges were DOWN by 33.3 K from 57.2 K to 23.9 K, which included 2 minor HEART procedures for a total billed amount of \$4.9 K and payment of \$1.4 K.

4) Our over-all YTD expenditure Charts:



We have expended 92% of the overall Indigent Care Budget

- **86%** of the Pharmacy budget
- **110%** of the Riceland budget
- **71%** of the UTMB budget
- 149% of the Youth Counseling budget
- 54% of the Special Services Irlen, Vision, & Dental
- 106% Thompson Outpatient Clinic

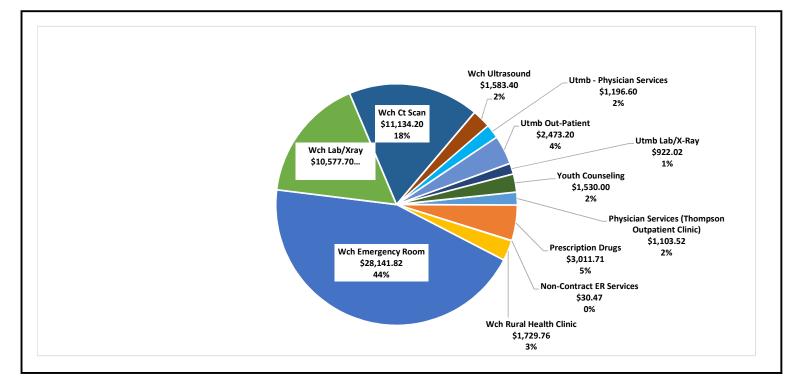
5) District Programs:

- a) County Van –See attached **5** out of **76** were WSHD clients
- b) Winnie Stowell EMS-See attached 6 transports out of 9 were made from Riceland
- c) Marcelous Williams-See attached 13 out of 13 were WSHD clients

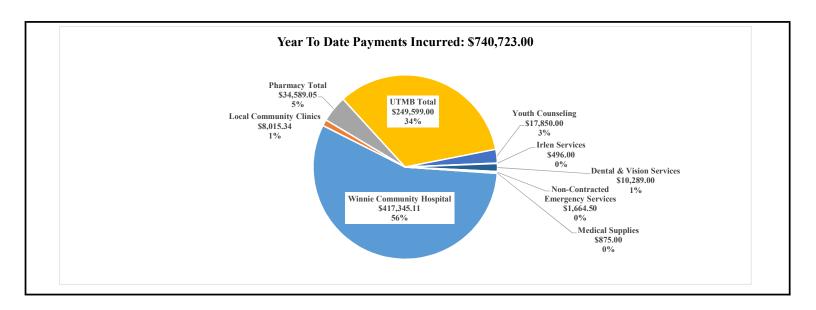
WSHD Indigent Care Director Report Jan-Dec 2022 YTD Expenditures Worksheet

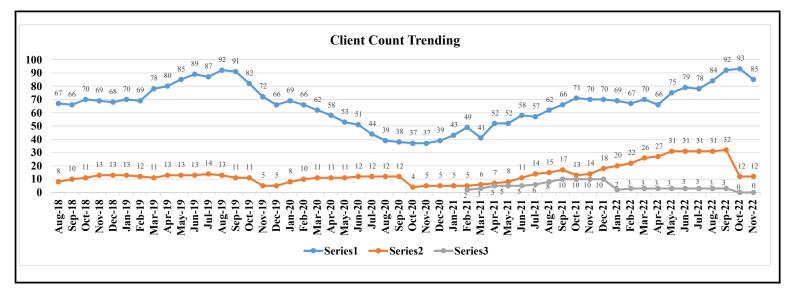
		October			November			Year to Date	
Indigent Clients:	Indigent Clients:	93		Indigent Clients:	89		Clients Enrolled:	Total Unduplicated 127	Average 78
Youth Counseling:	Youth Counseling:	12		Youth Counseling:	16		YC Enrolled:	37	24
Irlen Services:	Irlen Services:	0		Irlen Services:	0		IS Enrolled:	3	2
PROVIDER TOTALS	Billed Amount	Contracted Rate	Actually Paid	Billed Amount	Contracted Rate	Actually Paid	Billed Amount	Contracted Rate	Actually Paid
Pharmacy									
Brookshire Brothers Pharmacy Corp	\$2,820.75	\$2,820.75	\$2,820.75	\$2,483.68	\$1,686.33	\$1,686.33	\$20,961.22	\$19,684.47	\$19,267.77
Wilcox Pharmacy	\$984.03	\$984.03	\$984.03	\$1,325.38	\$1,325.38	\$1,325.38	\$15,321.28	\$15,321.28	\$15,321.28
ADJUSTMENTS-Refunds/Credits Pharmacy Totals	\$3.804.78	\$3,804.78	\$3,804.78	\$3,809.06	\$3,011.71	\$3,011.71	YTD Refunds/Credit \$36,282.50	\$35,005.75	(\$106.80) \$34,589.05
	\$5,004.70	\$5,004.70	30,004.70	\$6,007.00	00,011.71	\$0,011.71	\$00,202.50	\$00,000.10	\$04,507.05
Winnie Community Hospital WCH Clinic	\$7,151.00	\$2,162.20	\$2,162.20	\$5,253.00	\$1,729.76	\$1,729.76	\$63,847.03	\$24,432.86	\$24,432.86
WCH Observation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCH ER	\$29,736.00	\$17,027.33	\$17,027.33	\$47,883.00	\$28,141.82	\$28,141.82	\$217,358.00	\$127,942.62	\$127,942.62
WCH Lab/Xray	\$43,666.00	\$30,566.20	\$30,566.20	\$15,111.00	\$10,577.70	\$10,577.70	\$241,258.00	\$168,114.80	\$168,114.80
WCH CT Scan	\$7,534.00	\$5,273.80	\$5,273.80	\$15,906.00	\$11,134.20	\$11,134.20	\$72,237.00	\$50,565.90	\$50,565.90
WCH Xray (MRI)	\$3,629.00	\$175.35	\$175.35	\$18,145.00	\$851.09	\$851.09	\$89,883.00	\$4,449.52	\$4,449.52
WCH Lab/Xray Reading	\$865.00	\$116.82	\$116.82	\$1,902.00	\$254.76	\$254.76	\$14,434.00	\$1,941.04	\$1,941.04
WCH Inpatient	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,847.00	\$12,716.67	\$12,716.67
WCH Physical Therapy	\$1,216.00	\$851.20	\$851.20	\$0.00	\$0.00	\$0.00	\$14,679.00	\$10,275.30	\$10,275.30
WCH Ultrasound	\$3,016.00	\$2,111.20	\$2,111.20	\$2,262.00	\$1,583.40	\$1,583.40	\$24,152.00	\$16,906.40	\$16,906.40
WCH Totals	\$96,813.00	\$58,284.10	\$58,284.10	\$106,462.00	\$54,272.73	\$54,272.73	\$758,695.03	\$417,345.11	\$417,345.1
ADJUSTMENTS-Refunds/Credits	Credit Adjustment	,	,	Credit Adjustment	,	,	YTD Credit Adjustm		\$0.00
Balance on Contracted Amount (Lump		(\$106,456.94)			(\$160,729.67)			(\$160,729.67)	
Sum Payment of \$256,615.44)		(\$100,450.94)			(\$100,729.07)				
Actual Medicaid Rate Incurred							\$256,615.45 -	\$17,339.09	\$208,471.26
UTMB									
UTMB Physician Services	\$11,003.00	\$1,706.33	\$1,706.33	\$5,329.00	\$1,196.60	\$1,196.60	\$165,340.00	\$38,045.39	\$38,027.14
UTMB Anesthesia	\$1,830.00	\$592.90	\$592.90	\$976.00	\$565.95	\$565.95	\$34,709.00	\$13,447.20	\$13,447.20
UTMB In-Patient	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$648,465.00	\$82,683.04	\$82,683.04
UTMB Outpatient	\$37,310.29	\$8,127.09	\$8,127.09	\$12,764.00	\$2,473.20	\$2,473.20	\$519,459.12	\$110,373.99	\$110,373.99
UTMB Lab&Xray	\$7,099.70	\$1,561.93	\$1,561.93	\$4,853.00	\$922.02	\$922.02	\$27,216.40	\$5,067.63	\$5,067.63
ADJUSTMENTS-Refunds/Credits	057 242 00	611 000 35	611 000 35	622.022.00	@E 1 ET 77	05 157 77	YTD Refunds/Credit		(\$57.36)
UTMB Totals	\$57,242.99	\$11,988.25	\$11,988.25	\$23,922.00	\$5,157.77	\$5,157.77	\$1,395,189.52	\$249,617.25	\$249,599.00
Local Community Clinics (601.04)	¢5.025.00	¢1.001.00	¢1.001.00	¢4.7(2.00	¢1 102 52	¢1.102.52	#22 212 00	#0.015.24	#0.015.24
Thompson Outpatient Clinic	\$5,037.00	\$1,231.22	\$1,231.22	\$4,762.00	\$1,103.52	\$1,103.52	\$32,213.00	\$8,015.34	\$8,015.34
Local Community Clinics	\$5,037.00	\$1,231.22	\$1,231.22	\$4,762.00	\$1,103.52	\$1,103.52	\$32,213.00	\$8,015.34	\$8,015.34
Non-Contracted Emergency Services									
(601.04)									
Barrier Reef (UTMB ER Physician)	\$0.00	\$0.00	\$0.00	\$2,136.00	\$0.00	\$0.00	\$15,705.00	\$597.69	\$597.69
Non-Contract ER Services	\$0.00	\$0.00	\$0.00	\$166.00	\$30.47	\$30.47	\$166.00	\$30.47	\$30.47
Winnie-Stowell EMS Non-Contract Services Totals	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$1,606.83	\$334.54	\$334.54	\$4,663.10	\$1,036.34	\$1,036.34
	30.00	30.00	30.00	\$3,908.83	\$365.01	\$365.01	\$20,534.10	\$1,664.50	\$1,664.50
Youth Counseling									
Benjamin Odom	\$1,360.00	\$1,360.00	\$1,360.00	\$1,105.00	\$1,105.00	\$1,105.00	\$10,965.00	\$10,965.00	\$10,965.00
Nicki Holtzman	\$255.00	\$255.00	\$255.00	\$255.00	\$255.00	\$255.00	\$5,355.00	\$5,355.00	\$5,355.00
Penelope Butler Vouth Counseling Totals	\$85.00 \$1.700.00	\$85.00	\$85.00 \$1.700.00	\$170.00	\$170.00	\$170.00 \$1,530.00	\$1,530.00	\$1,530.00	\$1,530.00
Youth Counseling Totals	\$1,700.00	\$1,700.00	\$1,700.00	\$1,530.00	\$1,530.00	\$1,530.00	\$17,850.00	\$17,850.00	\$17,850.00
Irlen Services									
Nancy Gaudet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$496.00	\$496.00	\$496.00
Irlen Services Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$496.00	\$496.00	\$496.00
Indigent Special Services								-	
Dental Services	\$1,130.00	\$1,130.00	\$1,130.00	\$1,175.00	\$1,175.00	\$1,175.00	\$9,229.00	\$9,049.00	\$9,049.00
Vision Services	\$205.00	\$205.00	\$205.00	\$60.00	\$60.00	\$60.00	\$1,240.00	\$1,240.00	\$1,240.00
Indigent Special Services Totals	\$1,335.00	\$1,335.00	\$1,335.00	\$1,235.00	\$1,235.00	\$1,235.00	\$10,469.00	\$10,289.00	\$10,289.00
Medical Supplies (601.04)									
Alliance Medical Supply (C-PAP)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,050.00	\$875.00	\$875.00
Medial Supplies Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,050.00	\$875.00	\$875.00
Grand Totals	\$165,932.77	\$78,343.35	\$78,343.35	\$145,628.89	\$66,675.74	\$66,675.74	\$2,272,779.15	\$741,157.95	\$740,723.00

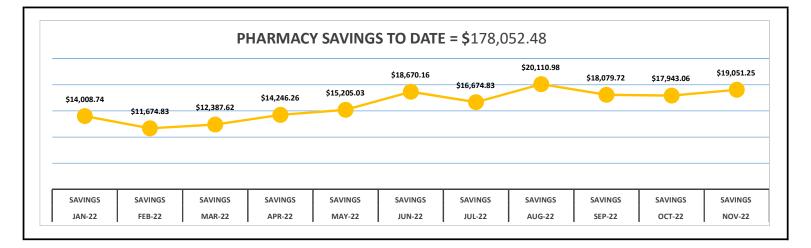
Source	Description	Amount Billed	Amount Paid	% of Total
01	Physician Services (Thompson Outpatient Clinic)	\$4,762.00	\$1,103.52	1.66%
02	Prescription Drugs	\$3,809.06	\$3,011.71	4.52%
04	Non-Contract ER Services	\$166.00	\$30.47	0.05%
10	Optional Services (EMS-Ambulance)	\$1,606.83	\$334.54	0.50%
13	Vision Services	\$60.00	\$60.00	0.09%
14	Dental Services	\$1,175.00	\$1,175.00	1.76%
21	Wch Rural Health Clinic	\$5,253.00	\$1,729.76	2.59%
24	Wch Emergency Room	\$47,883.00	\$28,141.82	42.21%
25	Wch Lab/Xray	\$15,111.00	\$10,577.70	15.86%
26	Wch Ct Scan	\$15,906.00	\$11,134.20	16.70%
28	Wch X-Ray (MRI)	\$18,145.00	\$851.09	1.28%
29	Wch Ultrasound	\$2,262.00	\$1,583.40	2.37%
44	Wch Xray Readings	\$1,902.00	\$254.76	0.38%
31	Utmb - Physician Services	\$5,329.00	\$1,196.60	1.79%
31-1	Utmb Anesthesia	\$976.00	\$565.95	0.85%
34	Utmb Out-Patient	\$12,764.00	\$2,473.20	3.71%
34-1	Utmb ER Physicians - Barrier Reef	\$2,136.00	\$0.00	0.00%
35	Utmb Lab/X-Ray	\$4,853.00	\$922.02	1.38%
39	Youth Counseling	\$1,530.00	\$1,530.00	2.29%
	Expenditures/Reimbursements/Adjustments	\$145,628.89	\$66,675.74	100%
	Grand Total	\$145,628.89	\$66,675.74	100%



WSHD Indigent Care Director Report YTD Trending







Chambers County East Side Van Monthly Report



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

Nov-21

VEHICLE #1	EAST SIDE VAN #1	
TOTAL MILES DRIVEN		1837
TOTAL HOURS DRIVEN		144.62
TOTAL EXPENSES FOR MONTH		\$457.54
FUEL COST		\$407.30
REPAIRS & MAINTENANCE COST	0il change, labor	\$50.24
MISC EXPENSES		
TOTAL RIDERS		16
TOTAL WSHD RIDERS		0
TOTAL TRIPS		39
TOTAL TRIPS FOR WSHD RIDERS		0

VEHICLE #2	EAST SIDE VAN #2	
TOTAL MILES DRIVEN		3172
TOTAL HOURS DRIVEN		157.42
TOTAL EXPENSES FOR MONTH		\$616.97
FUEL COST		\$616.97
REPAIRS & MAINTENANCE COST		
MISC EXPENSES		
TOTAL RIDERS		30
TOTAL WSHD RIDERS		4
TOTAL TRIPS		50
TOTAL TRIPS FOR WSHD RIDERS		5

VEHICLE #3	RAV 4	
TOTAL MILES DRIVEN		3050
TOTAL HOURS DRIVEN		166.00
TOTAL EXPENSES FOR MONTH		\$324.07
FUEL COST		\$324.07
REPAIRS & MAINTENANCE COST		
MISC EXPENSES		
TOTAL RIDERS		30
TOTAL WSHD RIDERS		1
TOTAL TRIPS		59
TOTAL TRIPS FOR WSHD RIDERS		2

GRAND TOTALS						
MILES DRIVEN	8059					
RIDERS	76					
WSHD RIDERS	5					
TRIPS	148					
WSHD TRIPS	7					
EXPENSES	\$1,398.58					

I	Winnie Stowell Volunteer EMS

Winnie Stowell Volunteer EMS Winnie-Stowell Hospital District Report												
Year to Date Details for 2022	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	YTD DATE
YTD CALLS/TRANSPORTS REQUESTED	2	4	7	14	12	15	13	9	17	8	9	110
YTD CALLS/TRANSPORTS MADE	2	4	7	10	9	9	6	5	10	4	6	72
YTD CALLS/TRANSPORTS DELAYED	0	0	1	0	0	0	0	0	0	0	0	1
YTD CALLS/TRANSPORTS REASSIGNED	0	0	0	4	3	6	7	4	7	4	3	38
Insurance Billed	\$3,143.93	\$6,969.27	\$7,727.62	\$9,957.33	\$7,524.40	\$9,435.81	\$4,012.01	\$6,592.94	\$1,535.89	\$0.00	\$2,425.29	\$59,324.49
Self-Pay Billed	\$0.00	\$0.00	\$1,831.47	\$6,349.63	\$5,887.97	\$2,299.52	\$4,223.63	\$2,655.30	\$13,161.23	\$4,787.26	\$4,457.03	\$45,653.04
YTD 3RD PARTY INVOICES BILLED	\$3,143.93	\$6,969.27	\$9,559.09	\$16,306.96	\$13,412.37	\$11,735.33	\$8,235.64	\$9,248.24	\$14,312.98	\$4,787.26	\$6,882.32	\$104,593.39
Insurance Paid	\$1,005.50	\$0.00	\$3,984.00	\$4,522.50	\$3,229.29	\$3,387.55	\$2,159.90	\$4,130.25	\$645.84	\$0.00	\$400.82	\$23,465.65
Self-Pay Paid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
YTD 3RD PARTY PAYMENTS RECEIVED	\$1,005.50	\$0.00	\$3,984.00	\$4,522.50	\$3,229.29	\$3,387.55	\$2,159.90	\$4,130.25	\$645.84	\$0.00	\$400.82	\$23,465.65
YTD STAFFING EXPENSES	\$10,416.00	\$9,408.00	\$10,080.00	\$10,080.00	\$10,416.00	\$10,416.00	\$10,416.00	\$10,416.00	\$10,080.00	\$10,416.00	\$10,080.00	\$112,224.00
	Corrected Amt											
YTD PERTINENT INFORMATION REGARDING PERFO	RMANCE											
RICELAND REPORTED TRANSFERS	13	10	12	12	11	15	13	7	16	8	9	126

Winnie Stowell Volunteer EMS Winnie-Stowell Hospital District Report						1	1		1	1	1		
Year to Date Details for 2022	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD DATE
YTD CALLS/TRANSPORTS REQUESTED	2	4	7	14	12	15	13	9	17	8	9	0	110
YTD CALLS/TRANSPORTS MADE	2	4	7	10	9	9	6	5	10	4	6	0	72
YTD CALLS/TRANSPORTS DELAYED	0	0	1	0	0	0	0	0	0	0	0	0	1
YTD CALLS/TRANSPORTS REASSIGNED	0	0	0	4	3	6	7	4	7	4	3	0	38
Insurance Billed	\$3,143.93	\$6,969.27	\$7,727.62	\$9,957.33	\$7,524.40	\$9,435.81	\$4,012.01	\$6,592.94	\$1,535.89	\$0.00	\$2,425.29		\$59,324.49
Self-Pay Billed	\$0.00	\$0.00	\$1,831.47	\$6,349.63	\$5,887.97	\$2,299.52	\$4,223.63	\$2,655.30	\$13,161.23	\$4,787.26	\$4,457.03		\$45,653.04
YTD 3RD PARTY INVOICES BILLED	\$3,143.93	\$6,969.27	\$9,559.09	\$16,306.96	\$13,412.37	\$11,735.33	\$8,235.64	\$9,248.24	\$14,312.98	\$4,787.26	\$6,882.32	\$0.00	\$104,593.39
Insurance Paid	\$1,005.50	\$0.00	\$3,984.00	\$4,522.50	\$3,229.29	\$3,387.55	\$2,159.90	\$4,130.25	\$645.84	\$0.00	\$400.82		\$23,465.65
Self-Pay Paid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
YTD 3RD PARTY PAYMENTS RECEIVED	\$1,005.50	\$0.00	\$3,984.00	\$4,522.50	\$3,229.29	\$3,387.55	\$2,159.90	\$4,130.25	\$645.84	\$0.00	\$400.82	\$0.00	\$23,465.65
YTD STAFFING EXPENSES	\$10,416.00	\$9,408.00	\$10,080.00	\$10,080.00	\$10,416.00	\$10,416.00	\$10,416.00	\$10,416.00	\$10,080.00	\$10,416.00	\$10,080.00	\$0.00	\$112,224.00
	Corrected Amt												
YTD PERTINENT INFORMATION REGARDING PERFO	RMANCE												
RICELAND REPORTED TRANSFERS	13	10	12	12	11	15	13	7	16	8	9		126

						Nov-22			
	Nov-22				MONTHLY CA	LLS/TRANSPORTS F	REPOR	.Т	
	Strict PARTY INVOICES BILLED ATE 3rd Party Name SAMOUN /2022 Self Pay \$1,6 /2022 TBD \$0 /2022 Self Pay \$1,9 /2022 Self Pay \$1,9 /2022 Community Health Choice \$1,2 /2022 Self Pay \$87 /2022 Self Pay \$87 /2022 BCBS \$1,1				CALLS REQUES	TED		6	
		[DATE	PICK UP LOCATION	DROP OFF LOCATION	MADE: M	DELAYED: D	D:
DATE	3rd Party Name	\$AMOUNT BILLED	\$AMOUNT PAID	11/1/2022	Riceland	St. Elizabeth	M	1	
11/1/2022	Self Pay	\$1,606.83	\$0.00	11/2/2022	Riceland	UTMB	M		
11/2/2022	TBD	\$0.00	\$0.00	11/4/2022	Riceland	St.Elizabeth	M		
11/1/0000	0.460-0	64 077 00	00.00	11/4/2022	Riceland	St.Elizabeth (No extra Paramedic)			R
11/4/2022	Seir Pay	\$1,977.62	\$0.00	11/4/2022	Riceland	St.Elizabeth	M		
11/4/2022	Community Health Choice	\$1,284.64	\$400.82	11/9/2022	Riceland	Mid-Jeff Rehab	M		
11/9/2022	Self Pay	\$872.58	\$0.00	11/10/2022	Riceland	UTMB (No Extra Paramedic)			R
11/12/2022	BCBS	\$1,140.65	\$0.00	11/12/2022	Riceland	Memorial Hermann Baptist Beaumont	м		1
т	OTAL 3rd PARTY AMOUNT BILLED FOR THE MONTH	\$6,882.32	\$400.82	11/29/2022	Riceland	VA Houston (No Extra Paramedic)			R
		<u>.</u>		TOTAL CALLS	S REQUESTED FOR MONTH & RESULTS	9	6	0	3

MONTH	LY TRANSPORT AMBULA	NOV-22 NCE EMPLOY	EE SCHED	OULE & PAYROLL		
DATE	EMPLOYEE NAME	Hours Worked	SALARY (\$PR HR)	PAYROLL AMOUNT		
11/1/2022	Amanda Harpst	24	14	\$336.00		
11/2/2022	Brad Eads	24	14	\$336.00		
11/3/2022	Austin Isaacks	24	14	\$336.00		
11/4/2022	Hunter Traweek	24	14	\$336.00		
11/5/2022	Dustin Donaldson	24	14	\$336.00		
11/6/2022	Andrew Broussard	24	14	\$336.00		
11/7/2022	Amanda Harpst	24	14	\$336.00		
11/8/2022	Brad Eads	24	14	\$336.00		
11/9/2022	Andrew Broussard	24	14	\$336.00		
11/10/2022	Kayla Blackwell	24	14	\$336.00		
11/11/2022	Jarrod Brannon	12	14	\$168.00		
11/11/2022	Kayla Blackwell	12	14	\$168.00		
11/12/2022	Hunter Traweek	24	14	\$336.00		
11/13/2022	Andrew Broussard	24	14	\$336.00		
11/14/2022	Brad Eads	24	14	\$336.00		
11/15/2022	Amanda Harpst	24	14	\$336.00		
11/16/2022	Andrew Broussard	24	14	\$336.00		
11/17/2022	Travis Delacerda	24	14	\$336.00		
11/18/2022	Jarrod Brannon	12	14	\$168.00		
11/18/2022	Mark Matak	12	14	\$168.00		
11/19/2022	Austin Isaacks	24	14	\$336.00		
11/20/2022	Dustin Donaldson	24	14	\$336.00		
11/21/2022	Amanda Harpst	24	14	\$336.00		
11/22/2022	Brad Eads	24	14	\$336.00		
11/23/2022	Andrew Broussard	24	14	\$336.00		
11/24/2022	Dustin Donaldson	24	14	\$336.00		
11/25/2022	Hunter Traweek	24	14	\$336.00		
11/26/2022	Travis Delacerda	24	14	\$336.00		
11/27/2022	Andrew Broussard	24	14	\$336.00		
11/28/2022	Brad Eads	24	14	\$336.00		
11/29/2022	Amanda Harpst	24	14	\$336.00		
11/30/2022	Dustin Donaldson	24	14	\$336.00		
	TOTAL SALARY EXPEN	ISE FOR THE	MONTH:	\$10,080.00		

Marcelous Williams Resource Center Winnie-Stowell Hospital District Report												
Year to Date Details for 2022	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	YTD DATE
YTD WSHD REFERRALS	0	2	2	1	0	1	0	2	0	0	2	10
YTD Indigent Care (Medical, Dental & Vision)	0	2	2	1	0	0	0	2	0	0	1	8
YTD Prescription Assistance	0	0	0	0	0	0	0	0	0	0	1	1
YTD Youth Counseling	0	0	0	0	0	1	0	0	0	0	0	1
YTD Irlen Syndrome Services	0	0	0	0	0	0	0	0	0	0	0	0
YTD OTHER REFERRALS	3	7	15	4	7	5	4	4	2	2	3	56
YTD Gift of Life	0	0	0	0	0	0	0	0	0	0	0	0
YTD Work in Texas (Texas Workforce Commission)	1	1	1	0	0	0	0	0	0	0	0	3
YTD Chambers County Indigent or OmniPoint FQHC	0	0	0	0	1	1	0	0	0	0	0	2
YTD Chambers County Indigent Dental	0	0	0	0	0	0	0	0	0	0	0	0
YTD Transportation	0	1	0	0	0	0	0	0	0	0	1	2
YTD Medical Services (Other Than Indigent)	2	3	3	1	0	1	0	0	0	0	0	10
YTD G.E.T-C.A.P.	0	1	2	0	0	0	0	1	0	0	0	4
YTD Misc. MWRC Available Services	0	1	9	3	6	3	4	3	2	2	2	35
YTD APPLICATIONS INITIATED/PROCESSED	19	22	30	22	29	32	23	29	19	26	17	268
YTD WSHD Indigent Care	0	2	1	1	1	0	0	0	0	2	0	/
YTD Prescription Assistance	0	0	0	0	0	0	0	0	0	0	0	0
YTD Social Security	8	9	3	9	5	8	3	7	3	3	6	64
YTD Medicare Savings Program	1	0	2	1	3	2	2	0	1	1	0	13
YTD Medicaid	0	0	1	2	2	4	0	4	4	5	2	24
YTD Food Stamps	8	8	14	7	12	11	13	11	11	12	9	116
YTD Home Repair	1	1	4	1	3	3	2	3	0	1	0	19
YTD G.E.T-C.A.P.	1	2	5	1	3	4	3	4	0	2	0	25
YTD CLIENTS SERVED	10	18	22	15	19	25	20	24	16	21	13	203
YTD WSHD Clients	5	9	17	8	16	24	20	21	15	21	13	169
YTD Chambers County Residents	0	1	3	0	3	0	0	1	0	0	0	8
YTD Other County Residents	2	1	2	0	3	1	0	2	1	0	0	12
	ća aa	ća aa	éror ca	667.43	éra 20	ć500.00	6260 F7	<u> </u>	6254.05	6446 Q4	6370 CC	62.405.22
YTD OFFICE SUPPLIES EXPENSES	\$0.00	\$0.00	\$595.62 \$6.185.19	\$67.42 \$4.043.77	\$59.29 \$2.052.28	\$500.00		\$859.87	\$254.95	\$116.94	\$370.66	\$3,185.32
YTD STAFFING EXPENSES YTD GRANT AMOUNT SPENT OF TOTAL \$55,550.00	\$0.00 \$0.00	\$4,114.36 \$4,114.36	\$6,780.81	\$4,043.77 \$4.111.19	\$2,052.28 \$2,111.57	\$5,787.98 \$6.287.98	\$4,917.36 \$5,277.93	\$3,849.64 \$4,709.51	\$4,743.83 \$4,998.78	\$4,050.21 \$4,167.15	\$4,849.39 \$5,220.05	\$44,594.01 \$47.779.33
YTD GRANT AMOUNT SPENT OF TOTAL \$55,550.00 YTD GRANT BALANCE REMAINING OF	\$55,550.00					1.17			\$17,157.87	\$12,990.72	\$7,770.67	\$7,770.67
TID GRANT BALANCE REMAINING OF	\$55,550.00	əə1,435.64	\$44,054.83	\$40,543.64	əso,432.07	əəz,144.09	\$20,800.10	\$22,150.05	\$17,157.87	\$12,990.72	\$7,770.67	ş7,770.67
OUTREACH ACTIVITIES/EVENTS ATTENDED	1	1	13	1	7	4	2	5	5	5	3	47

Marcelous Williams Resource Center Year 2022 Report

Marcelous Williams Resource Center Winnie-Stowell Hospital District Report												
Year to Date Details for 2022	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	YTD DATE
YTD WSHD REFERRALS	0	2	2	1	0	1	0	2	0	0	2	10
YTD Indigent Care (Medical, Dental & Vision)	0	2	2	1	0	0	0	2	0	0	1	8
YTD Prescription Assistance		0	0	0	0	0	0	0	0	0	1	1
YTD Youth Counseling	0	0	0	0	0	1	0	0	0	0	0	1
YTD Irlen Syndrome Services	0	0	0	0	0	0	0	0	0	0	0	0
YTD OTHER REFERRALS	3		15	4	/	5	4	4	2	2	3	56
YTD APPLICATIONS INITIATED/PROCESSED	19	22	30	22	29	32	23	29	19	26	17	268
YTD WSHD Indigent Care	0	2	1	1	1	0	0	0	0	2	0	7
YTD CLIENTS SERVED	10	18	22	15	19	25	20	24	16	21	13	203
YTD WSHD Clients	5	9	17	8	16	24	20	21	15	21	13	169
YTD Chambers County Residents	0	1	3	0	3	0	0	1	0	0	0	8
YTD Other County Residents	2	1	2	0	3	1	0	2	1	0	0	12
YTD OFFICE SUPPLIES EXPENSES	\$0.00	\$0.00	\$595.62					\$859.87			\$370.66	
YTD STAFFING EXPENSES	\$0.00	\$4,114.36	\$6,185.19	\$4,043.77	\$2,052.28	\$5,787.98	\$4,917.36	\$3,849.64	\$4,743.83	\$4,050.21	\$4,849.39	\$44,594.01
YTD GRANT AMOUNT SPENT OF TOTAL \$55,550.00	\$0.00	\$4,114.36	\$6,780.81	\$4,111.19	\$2,111.57	\$6,287.98	\$5,277.93	\$4,709.51	\$4,998.78	\$4,167.15	\$5,220.05	\$47,779.33
YTD GRANT BALANCE REMAINING OF	\$55,550.00	\$51,435.64	\$44,654.83	\$40,543.64	\$38,432.07	\$32,144.09	\$26,866.16	\$22,156.65	\$17,157.87	\$12,990.72	\$7,770.67	\$7,770.67
OUTREACH ACTIVITIES/EVENTS ATTENDED	1	1	13	1	7	4	2	5	5	5	3	47

							ov-22									
		MON	THLY	RE	FERR	ALS	& API	PLIC	ATIO	NS R	EPO	RT				
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11	/15/202	22 Payrol	l Taxes											\$43	4.56	
11	/29/202	22 Payrol	l Emplo	yee D)eposits								9	52,25	6.69	
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Exhibit "C"

Pages Removed Confidential information

Exhibit "D"



Winnie-Stowell Hospi	tal District							
Executive Summary of	f Nursing Hon	ne Monthly Site Visits						
November 2022								
Facility	Operator	Comments						
Golden Villa	Caring	Census: 88. The facility had a complaint survey in in September, they were not cited following state review. There were seven reportable incidents since the last visit, the state has not yet investigated. The facility has their nurses on twelve-hour shifts, and they have been covering with management staff to avoid agency. The facility recently had four CNA candidates graduate, they should help reduce the staffing strain.						
Marshall Manor Nursing and Rehab	Caring	Census: 90. The state has not been in the facility since the last visit. There were eight reportable incidents since the last visit, most were due to injuries of unknown origin, the state has not yet investigated. The facility has started an employee council whose job is to plan events and be a resource for all staff at the facility.						
Marshall Manor West	Caring	Census: 58. The facility had their annual survey in August 2022, they received two health tags and two life-safety tags, all have been cleared. There was one reportable incident since the last visit, it was cleared following state review. The facility is continuing to update the residents' rooms one at a time. The facility recently gave all nurses and CNA's a raise.						
Park Manor of Quail Valley	HMG	Census: 92. The facility is currently in their survey window. There were two reportable incidents since the last visit, they are awaiting review. There were two outstanding reportable incidents that were unsubstantiated via desk review. The facility has good participation with their activities and residents eating in the dining hall.						
Park Manor of Tomball	HMG	Census: 93. The facility had their annual survey in November 2022, they received ten total tags. They have prepared their POC and are awaiting state review. There were seven reportable incidents since the last visit, all were unsubstantiated following state review. The facility has hired a retention specialist whose sole job is retaining staff and finding ways to keep them happy.						
Rose Haven Retreat	Caring	Census: 48. The state came to the facility to review outstanding complaints and self-reports, all were unsubstantiated. There were five reportable incidents since the last visit, they are awaiting state review. The facility has switched their nurses to eight-hour shifts. The facility is						



	planning a large holiday meal in December where they will invited families to attend for the first Christmas in a couple of years.



Administrator: Michael Herring DON: Brandy Pulliam, RN

FACILITY INFORMATION

Golden Villa is a 110 Medicaid/Medicare & 10 Medicare-bed facility with a current overall star rating of 2 and a Quality Measures star rating of 3. The census on the date of this call was 88.

The QIPP site visit was conducted via telephone. The Administrator and DON were on the call. The transmission rate for Cass County is High (red) in which Golden Villa tests all unvaccinated staff twice per week. The Administrator reports if the county transmission rate is ever in yellow or blue, they have updated their policy to make masks optional.

The Administrator reported the new dining room furniture just arrived this week, but the chairs do not match the table, so they are working with the vendors. 12 of the rooms on the list have been repainted and new curtains and now they are working on a bid to give the nurse's station a facelift.

The Administrator reported they are still implementing their emergency plan and are following all the state/federal/local mandates. Golden Villa no longer has a warm and hot zone, but they do have a hall set aside just in case. The Administrator also reports the facility has not had any staff or residents test positive for COVID_19, since August 2022.

Approximately 100% (with approved exemptions) of the employees and 78% of the residents have been fully vaccinated for COVID_19. The facility is holding a Red River Pharmacy vaccine clinic on an as needed basis, last one was 10/18/22 for bivalent booster (34 given). The facility provided flu vaccines in September to close to 90% of their residents.

Golden Villa is still following CMS/CDC/state infection control guidelines for COVID-19. PPE inventory is still good, more than 2 weeks supply.

Open visitation going well, with screening on entry and provide masks if needed. Golden Villa has at least 50 visitors per day.

Nurses are still working 12-hour shifts. The Administrator reports that so far, they have not had to use an agency, covering internally with management staff. The facility is a certified CNA facility with 4 students just graduated last week.

The facility PIP for High-Risk Pressure Ulcers was retired at the end of August (all goals met) and the new one is for Anti-psychotics.

The Administrator reports the facility celebrated Halloween (huge party with a band and food and costumes), Veteran's Day with certificates and singing and they are providing a Thanksgiving party



next Tuesday to include residents and up to 2 family members. The resident Christmas party will be 12/20/22.

The Administrator reports the facility has a quarterly incentive for staff to have a chance at a 500.00 gift card in 3 different drawings and they will be eligible if they pick up extra shifts and don't call in. The facility also still provides sandwiches if they staff want one and starting next month they staff will have the option to request a meal from the kitchen of either baked potato or chef salad.

QIPP SCORECARD:

Administrator states they have met all components for the last quarter.

SURVEY INFORMATION

The Administrator reports the facility had the state come into the building on 9/29/22 for a self-report and complaint and all were cleared with no citations.

REPORTABLE INCIDENTS

The Administrator reports the facility currently has 7 self-reports still pending.

CLINICAL TRENDING

<u>Incidents/Falls:</u> Facility information not provided

<u>Infection Control:</u> Facility information not provided

<u>Weight loss:</u> Facility information not provided

<u>Pressure Ulcers:</u> Facility information not provided

<u>*Restraints:*</u> Facility information not provided

<u>Staffing:</u> Administrator reported facility is fully staffed.



Administrator: Ross Bradfield DON: Jerold Hindsman, RN

FACILITY INFORMATION

Marshall Manor Nursing and Rehab is a 169-bed facility with a current over all star rating of 1 and a Quality Measures rating of 3. The census on the date of this call was 90 and 11 skilled.

The QIPP site visit was conducted via telephone. The administrator and DON were on the call.

The Administrator reports they are still implementing their emergency plan and are following all the state/federal/local mandates. The Covid_19 transmission rate in Harrison County is High for (Red). At this time, they are testing twice per week for all employees, due to outbreak status. The facility has updated their policy to make masks optional if under high transmission rate and will be testing only based on symptoms unless unvaccinated, they will be tested twice per week.

The facility currently has no COVID positive and has not had any staff or residents since September 2022. The facility no longer has warm and hot zones.

The Administrator reports PPE items are still fully stocked with at least 2 weeks supply. The DON reports they are still following CMS/CDC/state infection control guidelines for COVID-19.

Marshall Manor continues with routine COVID_19 vaccine clinics through Red River pharmacy every other month, the last one was in October for the bivalent booster just for residents. At this time, 86% of the residents are fully vaccinated. Administrator reports 100% of staff have been vaccinated including exemptions.

Visitation is still open and going well. All visitors are screened on entry, include testing free of charge and providing masks if needed.

Marshall Manor continues with monthly birthday parties for staff and residents. The activities department provided a Veteran's Day celebration with the American Legion, and they also celebrated Halloween with a trunk or treat. The Administrator reports the facility is not providing a big Thanksgiving celebration this year based on the transmission rate.

The facility has activities planned through the Employee Council, including a recent raffle for a fire pit to raise money for next month's Christmas party. The Administrator reports they facility does not use agency for staffing at this time.

QIPP SCORECARD:

Based on QIPP Scorecard for Marshall Manor:



- Component 1 Met
- Component 2 Met
- Component 3 Met
- Component 4 Met

SURVEY INFORMATION

Marshall Manor Nursing and Rehab Center has not had a state visit since 7/27-8/1/22.

REPORTABLE INCIDENTS

The Administrator reports the facility had 8 self-reports, most are injury of unknown origin and all are still pending.

CLINICAL TRENDING

Incidents/Falls:

Facility information not given

Infection Control:

Facility information not given

Weight loss:

Facility information not given

Pressure Ulcers:

Facility information not given

<u>Restraints:</u>

Facility information not given

Staffing:

Facility is currently in need of nurses and CNAs predominantly on 3-11 shift.



Administrator: Ken Kale DON: Lakeisha Owens

FACILITY INFORMATION

Marshall Manor West is a 118-bed facility with a current over all star rating of 5 and a Quality Measures rating of 5. The census on the date of this call was 58 (14 skill mix).

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

The Administrator reports they are still implementing their emergency plan and are following all the state/federal/local mandates. The Administrator reports Harrison's County is with a high (red) transmission rate and testing of all unvaccinated staff is twice per week. The facility has not yet updated their mask policy to base it on the transmission rate. All unvaccinated staff are wearing N-95 masks and all other staff are wearing surgical masks.

The Administrator reports Marshall Manor West is still using Red River pharmacy for COVID_19 vaccine clinics, and just had a booster clinic 2 weeks ago. The Administrator reported approximately 100% of staff have been fully vaccinated with approved exemptions. The Administrator also reported 72% of Marshall Manor West residents have been fully vaccinated (includes boosters).

The Administrator reports the last time the facility has not had a positive staff or resident since September 2022. Currently there are no residents in the Hot or Warm Zone (for unvaccinated new residents). The Administrator reports their PPE inventory is still good, at least a 2-week supply. The Administrator reports they are still following CMS/CDC/state infection control guidelines for COVID-19.

Visitors are still being screened using a staff member 6a-10p and keep masks and hand sanitizer available.

Dining services for all meals in the dining room continue with good participation. Volunteers are still coming in but only after being tested or they are fully vaccinated. The Administrator reports the facility has a celebration for Veteran's Day and they will be having a scaled back Thanksgiving meal with resident's scheduling their times.

The Administrator reports they do not have to use agency for staffing. The Administrator reports the facility provides gift bags for Employee of the Month and they are providing a taco truck tomorrow for all staff. The facility just recently gave across the board raises for nurses and CNAs last month. Updating of building is still on-going with room by room updates to C-wing.

QIPP SCORECARD:

Based on QIPP Scorecard for Marshall Manor West:



- Component 1 Met
- Component 2 Met
- Component 3 Met
- Component 4 Met

SURVEY INFORMATION

The state was in the building in August 2022 for full book survey resulting in 2 health and 2 LSC tags and all have been cleared.

REPORTABLE INCIDENTS

The Administrator reports the facility had 1 self-report last quarter and it was cleared with no citations.

CLINICAL TRENDING

<u>Incidents/Falls:</u> Facility information not given.

Infection Control:

Facility information not given.

Weight loss:

Facility information not given.

Pressure Ulcers:

Facility information not given.

<u>Restraints:</u>

Facility information not given.

Staffing:

The Administrator reports the facility is fully staffed.



Administrator: Rodney Lege DON: Susan Joy, RN, BSN

FACILITY INFORMATION

Park Manor of Quail Valley is a 125 -bed facility with a current over all star rating of 5 and Quality Measure of 5. Given census on the date of this call was 92 **PP**: <u>9</u>, **MC**: <u>4</u>, **MDC**: <u>52</u>, **HMO**: <u>23</u>, **Hospice**: <u>4</u>.

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

The Administrator reported they were still implementing their emergency plan and following all state/federal/local mandates.

The transmission rate in Fort Bend County is Moderate. Masks are now optional unless staff go into a room of a positive or unknown status resident. Testing is now once per week for all unvaccinated staff and based on symptoms for all others. The last time an employee tested COVID_19 positive was on 8/26/22 and the last resident who tested positive was on 8/16/22.

The Administrator stated they have a warm zone at the end of one of the halls and currently there is one resident in the zone.

All staff wear N-95 masks and face shields or googles and gown in the warm zone or into a positive resident's room. PPE inventory is fine, still receiving from regular vendor and can get supplies from corporate emergency supply if needed.

The facility has no COVID+19 vaccines and is in the process of ordering Pfizer and Moderna vaccines. The Administrator reports the employee COVID vaccination rate is 100% (with 3 granted exemptions) and for residents it is 89.22%.

Visitation is allowed for anyone and they are screened with a portal for that recognizes the face each time they visit. Visitors are provided with a surgical mask if desired.

Activities and communal dining doing well with good participation. The Administrator reports the facility provided a Veteran's Day celebration and they are having a Thanksgiving Day lunch for residents and family as well as the staff.

The Administrator continues with morale boosting activities including, daily prayers, Star of the Month, birthday and anniversary cards, celebrate any national "week" and provide 'snack attacks'. Also celebrating staff who complete correctly the Green Sheet when they take a phone call, and they will receive a 25.00 gift card. The Administrator also reports they have started the Mad Genius program that pays with tokens for certain milestones.



SURVEY Information

In the last quarter, the facility had a state visit in September to clear 2 self-reports all unsubstantiated with no citations and they are currently in their annual survey window.

REPORTABLE INCIDENTS

In **Aug/Sept/Oct 2022-** Park Manor of Quail Valley had 2 self-reports (allegations of abuse) that are still pending review. The facility had 2 desk reviews of previous self-reports unsubstantiated, no citations.

CLINICAL TRENDING:

Incidents/Falls:

In **Aug/Sept/Oct 2022**, Park Manor of Quail Valley had 53 total falls without injury (8 repeat falls) and 2 falls with injury, 4 skin tears, 0 Fractures, 1 Laceration and 0 bruises.

Infection Control:

Facility reports 147 total infections in **Aug/Sept/Oct 2022**– 45 UTI's; 23 Respiratory infections; 22 wound infections; 6 Blood infections, 4 EENT infections, 3 GI infections and 44 Other infections (no details).

Weight loss:

Weight loss information for **Aug/Sept/Oct 2022** includes 4 residents total with 0 with 5-10% loss and 2 with > 10% loss in 30 days.

Pressure Ulcers:

In **Aug/Sept/Oct 2022**, there were 30 residents with 36 pressure ulcer sites – 2 acquired in house.

<u>Restraints:</u>

In **Aug/Sept/Oct 2022**, the facility had 0 residents with restraints.



Staffing:

Current Open Positions							
Shift	RN	LVN	Nurse Aide	Hskp.	Dietary	Activity	
6 to 2	0	1	1				
2 to 10	0	0	3				
10 to 6	0	0	3				
Other	1						
# Hired this month	0	3					
# Quit/Fired	0	0					

Total number employees: <u>98</u> Turnover rate%: <u>4.02%</u>

Casper Report:

Indicator	Current	State	National	Comments/PIPs
	%	%	%	
New Psychoactive Med Use (S)	1%	2%	1.9%	
Fall w/Major Injury (L)	0%	3.5%	3.5%	
UTI (L) *	0%	1.4%	2.5%	
High risk with pressure ulcers (L) *	8.9%	8%	9.1%	PIP in place
Loss of Bowel/Bladder Control(L)	40%	52.9%	47.5%	
Catheter(L)	2.0%	2%	2.3%	
Physical restraint(L)	0%	0.1%	0.1%	
Increased ADL Assistance(L)	2%	17.6%	15.2%	
Excessive Weight Loss(L)	2.1%	5.1%	6.4%	
Depressive symptoms(L)	0%	5.2%	8.2%	
Antipsychotic medication (L) *	9.1%	10%	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)	08/19/2022 09/19/2022 10/19/2022	



Component 2

Indicator	Benchmark	Comments
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	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?	Y	
Did NF maintain 8 additional hours (<i>non-managerial</i>) of RN staffing coverage per day, beyond the CMS mandate?	Y	
8 additional hours non-concurrenty scheduled?	Y	
Additional hours provided by direct care staff?	Y	
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	
Was Workforce Development data submitted q month to QIPP during the quarter?	Y	
Agency usage or need d/t critical staffing levels	Y	
 PIP submitted on the topic of resident-centered culture change, workforce development, and staff retention: 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	9.1%	%	8.98%	Y	PIP in place



Percent of residents who received an anti-psychotic medication	14.47%	11.12%	11.11%	Y	
Percent of residents whose ability to move independently has worsened	17.18%	15.39%	2.01%	Y	
Percent of residents with urinary tract infection	2.36%	1.44%	0.00%	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				
Quarte	er 1					
>	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	Y				



	protective equipment use			
>	Current list of reportable diseases	Y		
Quart	er 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.	Υ		
> **PHAR	Infection control policies demonstrating data-driven analysis of NF performance and evidence-based methodologies for intervention. (Reviewed within 6 months of reporting period) MACY / LAB	Υ		
	BIOGRAM REPORTS DUE AFTER QIPP QUARTER			
Quart	er 3			
>	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		
4	Lab-generated antibiogram report from within the last six months (or from regional hospital)	Y		
~	Audits (monitors and documents) of	Y		



 adherence to hand hygiene Audits (monitors and documents) of adherence to personal protective equipment 	Y				
useCurrent list of reportable diseases	Y				
Quarter 4	National	Baseline	Results	Met Y/N	
Percent of Residents Assessed and Appropriately Given the Pneumococcal Vaccine.	92.39%	95.45%	100%	Y	
Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine	95.17%	96.56%	100%	Y	



Administrator: Kara Musgraves DON: Jerry Deller, RN

FACILITY INFORMATION

Park Manor Tomball is a 125-bed facility with a current overall star rating of 3 and Quality Measures star rating of 5. The census on the date of this report was 93: 10 PP; 10 MC; 59 MDC; 11 HMO; 3 Hospice.

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

The Administrator reported they are still implementing their emergency plan and are following all the state/federal/local mandates. Administrator reported COVID_19 Transmission rate is moderate for Harris County. Park Manor of Tomball is no longer requiring masks unless rate is high or in an outbreak status. The facility is testing once per week for unvaccinated employees (not boosted).

Last time a resident tested positive for COVID_19 was 07/28/2022 and the last time an employee tested positive for COVID_19 was on 08/02/2022.

The facility no longer has a Warm unit. PPE inventory is still good, no issues.

Park Manor of Tomball still provides the Moderna (in house) and Pfizer (from local pharmacy) vaccine to its employees and residents. If one employee decides they want the vaccination, they will give it that day. So far, 100% of employees are fully vaccinated with 3 exemptions and 67% of residents have been fully vaccinated.

The Administrator reported visitations are going well in all areas. All visitors are screened but the facility no longer documents the screening, and they are wearing surgical masks and provided with hand sanitizer. Volunteers are still coming in occasionally.

Activities and dining services continue in the dining room with residents social distancing with good participation. The Administrator reports the facility had a Veteran's Day celebration and will be celebrating Thanksgiving Day celebration this Thursday.

The Administrator reports the facility still has an employee whose main focus is on retention and morale boosting activities. They recently provided a Halloween decorating contest and will be having a celebration for Thanksgiving soon as well.



SURVEY INFORMATION

Annual F	Annual Full Book State Survey Summary (Include only if within last 2 months)								
Deficiency Summa	r y	Facility	Texas	U.S.	Comments	:			
			Average	Average					
Number of Health Deficiencies		7			UNK averages	3			
Number of Fire Safety Code Deficiencies	/	3			UNK averages				
Annual	Full B	Sook State	Survey Cha	racteristics	(include only	y if within last 2 months)			
Deficiency Area		pe & erity	Explanation	1		Plan of Correction			
Abuse & Neglect									
Quality of Care		D	NG peg tubes r (feeding angle)		oriate care	Re-Education, g-tube Check offs			
Resident Assessment									
Resident Rights									
Dietary									
Pharmacy		EDDE		ed pass errors. Unnecessary drugs, sychotropics, Pharm procedure		Re-Education, Med pass Check offs			
Environment		С				Dumpster door open - education			
Infection Control									
Administration		E	RN hours not c	onsecutive		Hired RN weekend Sup.			

REPORTABLE INCIDENTS

In **July/Aug/Sept 2022-** 7 self-reports and all that were investigated were cleared with no citations. There are a few late October ones that are still pending.

CLINICAL TRENDING

Incidents/Falls:

During **July/Aug/Sept 2022-**Park Manor of Tomball had 54 total falls without injury (13 repeat falls) and 30 falls with injury, 10 Skin Tears, 2 Fractures, 4 Lacerations, 4 Behaviors, 0 Elopements and 7 Bruises.

Infection Control:

Park Manor of Tomball reports 103 total infections in **July/Aug/Sept 2022**– 29 UTI's; 18 URIs; 3 EENT infections, 2 Blood infections, 24 Wound infections and 27 Other infections (no details).

Weight loss:

Park Manor of Tomball reported Weight loss in **July/Aug/Sept 2022**–4 residents with 5-10% and 3 residents with > 10% loss in 30 days.

Pressure Ulcers:

In **July/Aug/Sept 2022**, Park Manor of Tomball had 7 residents with 7 pressure ulcer sites – 4 acquired in house.



Restraints:

Park Manor of Tomball is a restraint free facility.

<u>Staffing:</u>

Current Open Positions						
Shift	RN	LVN	Nurse Aide	Hskp.	Dietary	Activity
6 to 2	0	0	0	0	0	0
2 to 10	0	0	5	0	0	0
10 to 6	0	0	3	0	0	0
Other	0	0	0	0	0	0
# Hired this month	1	1	4	0	0	0
# Quit/Fired	0	2	7	0	0	0

Total number employees: ____~100___ Turnover rate%: __YTD __96%_, Month of OCT 8%

Casper Report:

Indicator	Current %	State %	National %	Comments/PIPs
New Psychoactive Med Use (S)	0%	2%	1.9%	Met
Fall w/Major Injury (L)	5.2%	43.4%	43.5%	Met
UTI (L) *	0%	1.4%	2.5%	Met
High risk with pressure ulcers (L) *	4%	8%	9.1%	Met
Loss of Bowel/Bladder Control(L)	76.5 %	59.2%	47.5%	Working on this info with Simple – patients included that should not be
Catheter(L)	7.2%	2.0%	2.3%	Working on this info with Simple – patients included that should not be
Physical restraint(L)	0%	0.1%	0.1%	Met
Increased ADL Assistance(L)	19.4%	17.6%	15.2%	CNA education, restortative
Excessive Weight Loss(L)	0%	5.1%	6.4%	Met
Depressive symptoms(L)	0%	5.2%	8.2%	Met
Antipsychotic medication (L) *	12.9%	10%	14.9%	Met

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	8/17/22	
actions/activities resulting from analysis/quality assess/assurance	9/19/22	
of indicators of the outcomes of care and quality of life.	10/19/22	



QAPI Meeting dates of submission	у	
(owner/operator involvement		
evident)		

Component 2		
Indicator REVIEW TURNOVER PIP CHARTER FROM THE MONTH	Benchmark	Comments
PRIOR TO QIPP SUBMISSION. INCLUDE UPDATES TO PIPS AND PREPARE FOR A SUCCESS STORY IN THE LAST QUARTER OF QIPP YR 5.	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?	Y	
Did NF maintain 8 additional hours (<i>non-managerial</i>) of RN staffing coverage per day, beyond the CMS mandate?	Y	
8 additional hours non-concurrenty scheduled?	Y	
Additional hours provided by direct care staff?	Y	
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	
Was Workforce Development data submitted q month to QIPP during the quarter?	Y	
Agency usage or need d/t critical staffing levels	Ν	Available if needed
 PIP submitted on the topic of resident-centered culture change, workforce development, and staff retention: 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	9.1%	%	4%	Y	
Percent of residents who received an anti-psychotic medication	14.9%	%	12.9%	Y	
Percent of residents whose ability to move independently has worsened	16%	%	25.3%	N	May be a Simple issue but have a PIP just in case
Percent of residents with urinary tract infection	2.5%	%	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				
Quarter 1					
 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				



4	Audits (monitors and			
,	documents) of adherence			
	to personal protective equipment use	Y		
\succ	Current list of reportable			
	diseases	Y		
Quarte	er 2	Υ		
>	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)	Y		
REPORT	MACY / LAB ANGIOBIOGRAM IS DUE MONTH AFTER QIPP ER ENDS			
Quarte	er 3			
*	Designated leadership individuals for antibiotic stewardship	Y		
۶	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		
4	Audits (monitors and documents) of adherence to personal protective equipment use	Y		



 Current list of reportable diseases 	Y			
Quarter 4		%	Y	
Percent of Residents Assessed and Appropriately Given the Pneumococcal Vaccine.				
Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine		%	Y	



Administrator: Kera Gore DON: Kristin Russel, RN

FACILITY INFORMATION

Rose Haven Retreat is a licensed 108- bed facility with an overall star rating of 2 and a rating of 5 stars in Quality Measures. Current census on the date of the call was 48.

Te QIPP site visit was conducted via telephone. The Administrator was on the call. The Administrator reports they are still implementing their emergency plan and are following all the state/federal/local mandates.

Administrator reported the Covid_19 Cass County transmission rate is High (red). The facility is testing all unvaccinated employees twice a week. The Administrator reports that if the transmission rate is yellow or green, the masks will be optional for vaccinated staff. The last COVID_19 positive employee was on 08/17/22. Last COVID_19 positive resident was July 11, 2022. The Administrator reports the facility no longer has a warm zone.

Per Administrator, PPE supply is still good with at least a 2 week's supply.

The facility's pharmacy, Red River, continues to provide COVID_19 Vaccine clinics with the last one held October 17 & 18, 2022 for the bivalent vaccine and first shots. Approximately 100% of employees (with approved exemptions) and 71% of the residents are fully vaccinated.

The Administrator reports the facility still has open visitation and it is going well, screening everyone on entry, providing masks if needed.

The facility had a big Halloween party for staff and residents with a band, food, trick or treat and food. The facility is having a Thanksgiving meal and office staff will serve the residents and families are welcome, but their big holiday meal is between Thanksgiving and Christmas and families are actually invited to that one.

Nurses are currently working 8-hour shifts. The facility continues every month celebrating birthdays/anniversaries and award employee of the month. The facility is currently having penny wars (pennies and dollars add to it but silver takes away). Also had a turkey shoot hosted by an area hospice.

QIPP SCORECARD:

Administrator believes they have met all 4 components for the last quarter.



SURVEY INFORMATION

The facility had a state visit November 1, 2022 to review complaints and self-reports, all unsubstantiated and no citations.

REPORTABLE INCIDENTS

The facility still has 5 pending self-reports for review.

CLINICAL TRENDING

<u>Incidents/Falls:</u> Facility information not provided

<u>Infection Control:</u> Facility information not provided

<u>Weight loss:</u> Facility information not provided

<u>**Pressure Ulcers:</u>** Facility information not provided</u>

<u>Restraints:</u> Facility information not provided

<u>Staffing:</u> Facility is fully staffed.

Exhibit "E"





FMV Rent and Management Services Agreements for 6 Skilled Nursing Facilities in Texas

Winnie Stowell Hospital District Gulf Coast LTC Partners, Inc.

Valuation Engagement Agreement

December 5, 2022

Hubert Oxford, IV Benckenstein & Oxford, L.L.P. General Counsel Winnie Stowell Hospital District

Louis Nicholson Chief Executive Officer Gulf Coast LTC Partners, Inc. Iouisnicholson@gcltc.com

B.J. Bergeron Chief Financial Officer Gulf Coast LTC Partners, Inc. bjbergeron@gcltc.com

Valuation Engagement Agreement

VMG Holdings LLC, d/b/a VMG Health ("VMG") is pleased to offer the valuation or other transaction advisory services outlined in this agreement ("Agreement") to Benckenstein & Oxford, L.L.P. ("Counsel") on behalf of its client Winnie Stowell Hospital District ("Co-Client", or "Client"). Gulf Coast LTC Partners ("Co-Client", or "Client") is also a party to the transaction and is considered a Co-Client for this engagement.

Attorney-Client Work Product Privilege:

VMG's client of record for this engagement is a law firm representing its client. VMG's report and work papers are subject to attorney work-product privilege. Counsel's representation of its client is subject to attorney-client privilege. VMG may not disclose engagement information to any third party unless authorized by Counsel.

Background and Description

We understand Co-Clients or an affiliated entity are currently in the process of acquiring the following six (6) skilled nursing facilities (collectively referred to as the "Facilities") from Gulf Coast LTC Partners, Inc. ("Gulf Coast").

Gulf Coast LTC - Skilled Nursing Facilities				
Facility Name	Address	County	State	
Winnie L. Nursing & Rehabilitation	2104 N Karnes Avenue, Cameron, TX 76520	Milam	ТХ	
Hemphill Care Center	2000 Worth Street, Hemphill, TX 75948	Sabine	ТΧ	
Copperas Cove Nursing & Rehabilitation	607 W Avenue B, Copperas Cove, TX 76522	Coryell	ТХ	
Parkview Manor Nursing & Rehabilitation	206 N Smith Street, Weimar, TX 78962	Colorado	ТХ	
Corrigan LTC Nursing & Rehabilitation	300 Geneva, Corrigan, TX 75939	Polk	ТХ	
Oak Village Healthcare	204 Oak Drive South, Lake Jackson, TX 77566	Brazoria	ТХ	

Specifically, VMG has been asked to provide a proposal for the provision of the following services:

- 1. Fair market value ("FMV") opinion of the management fees to be stated in the MSAs, and;
- 2. FMV opinion of the rental rate for the Facilities.

VMG will develop an independent fair market value ("FMV") analysis of each property inclusive of the services depicted above.

Purpose of the Engagement

The purpose of this engagement is to assist Co-Clients with regulatory compliance and internal planning.

Use and Disclosure of the Report

VMG's valuation report ("Report") may only be used for the purpose stated within the Report. Co-Clients may provide a copy of a Report to its legal counsel, the Internal Revenue Service, or the Office of Inspector General. However, Co-Clients may not provide the Report to any other third party without VMG's written consent. Such consent shall be timely and not unreasonably withheld.

Engagement Scope

This engagement is an Appraisal Engagement as generally outlined below.

The engagement related to the MSA is a Valuation Engagement which is defined in the Professional Standards of the National Association of Certified Valuation Analysts ("NACVA") as a valuation that requires applying the valuation approaches or methods deemed appropriate under the circumstances and establishes a conclusion of value.



The objective of Valuation Engagement is to express an unambiguous opinion of value of a business, business ownership interest, security, services, or other financial arrangement supported by all procedures deemed relevant to the valuation.

As it relates to the management services that will be provided under the MSAs, VMG will provide the following valuation services:

- VMG will develop an independent FMV analysis of the management fees to be included in the MSAs between hospital district and the management company as of a current date (the "Valuation Date")

As it relates to the leasing services that will be provided under the lease agreements ("LAs"), VMG will provide the following valuation services:

- VMG will develop an independent FMV analysis of an appropriate rental rate attributable to the Facility's real property and FF&E as of the date of the inspection (the "Valuation Date")

An "Appraisal" is defined by the Uniform Standards of Professional Appraisal Practice ("USPAP") and the Appraisal Institute with these characteristics:

- A conclusion of value expressed as either a single dollar amount or a range;
- Considers all relevant information available to the appraiser as of the appraisal date;
- Conducts appropriate procedures to collect and analyze all information relevant to the valuation; and,
- Considers all valuation approaches the appraiser deems relevant.

Services Not Included Within Scope of This Engagement

- Business valuation
- Assist in negotiations or transaction advisory services
- Due diligence or quality of earnings analyses
- Comparative reimbursement analyses and other strategic decision support
- Financial reporting post transaction

COVID-19 Market Factors

The U.S. economy and other related healthcare market factors are being affected by the uncertain impact of COVID-19. As such, in addition to the normal economic and financial factors analyzed in a professional valuation, VMG will reconfirm with Client applicable client-provided data. The significance and duration of the COVID-19 impact is uncertain and may be discussed with Co-Clients during the analysis.

Standard of Value

The standard of value will be **fair market value** ("FMV"), generally defined by the International Glossary of Business Valuation Terms as the price, expressed in terms of cash equivalents, at which a property would change hands between a hypothetical willing and able buyer and a hypothetical willing and able seller, acting at arm's length in an open and unrestricted market, when neither is under compulsion to buy or sell and when both have reasonable knowledge of the relevant facts.

In a healthcare setting, FMV has additional considerations associated with the Anti-Kickback Statute and the Stark Law. Under the Stark Law, FMV is generally defined as the value in arm's-length transactions consistent with the "general market value" ("GMV") defined by 42 CFR §411.351.

For real estate and equipment leases, GMV is defined as the price that rental property would bring at the time the parties enter into the rental arrangement as the result of bona fide bargaining between a well-informed



buyer and seller that are not otherwise able to generate business for each other. [85 Fed. Reg. 77553-77554, Dec. 2, 2020]

The Dictionary of Real Estate Appraisal defines "market rent" as the most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements. This definition implies the following conditions:

- Lessee and lessor are typically motivated.
- Both parties are well informed or well advised and acting in what they consider their best interests.
- A reasonable time is allowed for exposure in the open market.
- The rent payment is made in terms of cash in United States dollars and is expressed as an amount per time period consistent with the payment schedule of the lease contract.
- The rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction.

Engagement Deliverables and Timing

VMG will provide Counsel a formal written appraisal Reports and associated exhibits. Drafts of the valuation Reports will be provided within approximately **six weeks of completion of all site visits and receipt of all requested data**. Complete written final Reports shall be delivered within five business days following confirmation of the underlying facts and assumptions presented in the draft Reports, and resolution of any necessary corrections.

The Report(s) will be a "Appraisal Report" prepared under the AI Professional Standards and shall comply with the Uniform Standards of Professional Appraisal Practice ("USPAP"). We will maintain work note files and source data to support VMG's opinion and Reports.

Fees

The fee for this engagement is outlined in the chart on the following page and will be invoiced as follows:

- Upon delivery of the draft schedules/Reports;
- Reasonable out-of-pocket expenses, billed at cost, with receipts available upon request; and a
- One-time administrative fee of 3% of total professional fees (with a minimum administrative fee of \$350 per engagement).

Co-Clients are responsible for all fees, expenses, and indemnification obligations. Counsel is not responsible. **VMG assumes each Co-Client will be responsible for 50% of VMG's total fees.**

If required, additional hourly rates are as follows:

Hourly Rates:

Managing Director	\$540	Senior Analyst	\$360
Director	\$485	Analyst	\$305
Manager	\$420	Administrative	\$110



Facility Name	Address	County	State	FMV Rent	FMV MSA
Winnie L. Nursing & Rehabilitation	2104 N Karnes Avenue, Cameron, TX 76520	Milam	TX	\$4,500	\$5 <i>,</i> 000
Hemphill Care Center	2000 Worth Street, Hemphill, TX 75948	Sabine	TX	\$4,500	\$3 <i>,</i> 000
Copperas Cove Nursing & Rehabilitation	607 W Avenue B, Copperas Cove, TX 76522	Coryell	TX	\$4,500	\$3,000
Parkview Manor Nursing & Rehabilitation	206 N Smith Street, Weimar, TX 78962	Colorado	TX	\$4,500	\$3,000
Corrigan LTC Nursing & Rehabilitation	300 Geneva, Corrigan, TX 75939	Polk	ΤХ	\$4,500	\$3,000
Oak Village Healthcare	204 Oak Drive South, Lake Jackson, TX 77566	Brazoria	ТХ	\$4,500	\$2,500
				FMV Rent	MSA
			Totals	\$27,000	\$19,500

Notes

1) Fees related to the FMV rent rates have been discounted from our standard fees of \$5,750 per facility for a single facility to \$4,500 per facility, taking into consideration the total number of facilities and their locations.

2) Fees related to the FMV management fees are dependent on the number of MSAs VMG is asked to analyze. The current fee schedule is specifically designed to pass efficiencies created by the large number of similar MSAs requiring FMV analyses.

Additional Fee for Increase in Engagement Scope, Client Reviews, or Poor Data

Fees include issuing the deliverables above and responding to customary questions from Client and its auditor, tax, or legal advisors. Additional fees will apply for an increase or change in scope, poorly formatted or excessive Client data, delay in receiving required data, or involvement in subsequent reviews beyond the customary work effort. VMG will notify Client before any additional fee is incurred due to any of these factors.

Additional Fee for Subpoena, Document Production Request, or Testimony

If VMG is required to produce information, testify, or provide additional analysis based on a client or other party request, or by receiving a third-party or non-party subpoena, court order, or similar process, Client will pay for VMG's consulting time and expenses to comply at then-current hourly rates, including attorney's fees and document production costs. VMG will notify Client of any such event before incurring costs.

Late Fees and Independence

Invoices are due on receipt. Unpaid invoices over 31 days will incur a 2% monthly fee. VMG may withhold services, testimony, and Report delivery if any issued invoices are unpaid. Credit card payments incur a 5% surcharge. If this agreement is canceled, Client will only be obligated for fees and expenses incurred to the date of termination. VMG's fee is not contingent on VMG's conclusions, or any subsequent event related to it.

Terms and Conditions

Attachment A contains terms and conditions incorporated herein by reference.

Non-Solicitation of Employees

During this Agreement, and for twelve months after delivery of VMG's Opinion, neither party will solicit for employment the other party's employees without prior written consent. If either party does solicit and hire an employee of the other party in this period, the soliciting party shall owe and pay the other party one-third of the hired employee's annual salary at the time they resigned. Such restriction does not apply to employees who independently respond to indirect employment ads, agency, or postings not targeting such employee.



Authorization

We appreciate the opportunity to service Benckenstein & Oxford, L.L.P. and Winnie Stowell Hospital District. To authorize, please sign below and return to victor.mcconnell@vmghealth.com.

Respectfully Submitted,

UMamel

Victor McConnell, MAI, ASA, CRE, FRICS Managing Director – Real Estate Services VMG Health

Counsel: Benckenstein & Oxford, L.L.P.

Co-Client of Record: Winnie Stowell Hospital District

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Email:	Email:
Phone:	Phone:
Address:	Address:
City, ST, Zip:	City, ST, Zip:

Co-Client of Record: Gulf Coast LTC, Inc.

Signature:	
Name:	
Title:	
Date:	
Email:	
Phone:	
Address:	
City, ST, Zip:	



Attachment A: Terms and Conditions

Confidentiality: VMG shall maintain the confidentiality of Client's information and will not disclose or use it for any purpose other than Client's engagement. This excludes information (i) available to the public, (ii) already in VMG's possession, or (iii) from a party having no confidentiality obligation to Client. VMG may use Client's name and logo in its Client list, with proper reference.

<u>Reliance on Data Provided by Client</u>: VMG will not independently verify information provided by Client, its advisors, or third parties acting at Client's direction. VMG assumes the accuracy of all such information.

<u>Client of Record and no Third-Party Reliance</u>: Only the Client is the Intended User of, and may rely on, VMG's Report. Client may not substitute this reliance for its own due diligence. Client may provide the Report to its legal counsel, the Internal Revenue Service, or the Office of Inspector General. However, Client may not provide the Report to any other third party without VMG's written consent. No third party shall have the right of reliance on the Report, and neither receipt nor possession of the Report by any third party shall create any express or implied third-party beneficiary rights.

No Different Use of Report: The Report may only be used for the purpose and premise of value stated in this Agreement and in the Report. Client may not generate different valuation scenarios or discount rates.

<u>Mutual Indemnification and Limitation of Liability</u>: VMG shall indemnify Client, its directors, officers, and employees for any liability, claims, expenses, and reasonable attorneys' fees associated with VMG's breach of any third-party intellectual property rights, bodily injury or property damage caused by VMG's personnel or representatives related to this engagement, except to the extent caused by Client negligence or misconduct.

Client shall defend and indemnify VMG, its directors, officers, and employees against any liability, claims, and expenses, and reasonable attorneys' fees, resulting from VMG becoming part of, or named in, an administrative or legal dispute related to this engagement, except to the extent caused by VMG's negligence or misconduct. VMG and Client shall not be liable to each other for any consequential, incidental, special, or punitive damages. VMG's liability to Client is limited to the fees received by VMG for that engagement.

<u>Client Compliance with Laws</u>: VMG assumes Client and related parties have complied with all federal, state, and local laws applicable to the healthcare industry and the transaction. These include the *Stark Law*, the *Anti-Kickback Statute*, the *Medicare and Medicaid Patient and Program Protection Act*, the *False Claims Act*, *Civil Money Penalties Law*, *HIPAA*, state laws, regulations by the U.S. Department of Health and Human Services, the *Centers for Medicare and Medicaid Services*, and the Inspector General.

No ADA or Environmental Compliance Review: VMG will not investigate if any assets are subject to or in compliance with the Americans with Disabilities Act of 1990, nor any environmental compliance matters.

<u>HIPAA</u>: Client acknowledges it is subject to the Health Insurance Portability and Accountability Act ("HIPAA") and shall de-identify all data it or its agents provide to VMG to remove all individually identifiable health information under the HIPAA Privacy Rule. VMG's engagement does not require such data.

<u>No Assurance of Forecasts</u>: VMG does not assure any forecasted results. Events and circumstances may not occur as expected, actual results may be materially different, and achieving forecasted results depends on the actions and plans of others.

<u>Response to Subpoena</u>: If lawfully compelled to disclose any Client documents, VMG will provide Client written notice so Client may seek a protective remedy, if applicable.

<u>Governing Law and Disputes</u>: This Agreement is governed by the laws of Texas. Any dispute shall be resolved with binding arbitration under the Rules of Practice and Procedure of Judicial Arbitration & Mediation Services, Inc. The arbitrator's judgment may be entered by any state or federal court having jurisdiction. The prevailing party shall be entitled to reasonable attorneys' fees and costs, including appealing or enforcing any judgment.



Exhibit "F"

Marcellus Williams Grant Request



Dedicated To" Saving Our Youth" Promotion of "Individual Empowerment" Avocation of "Coalition Building* A 501(c)3 non-profit organization, Sponsor of The Marcelous-Williams Resource Center



November 21, 2022

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

Reference: Grant Renewal for 2023

To: Finance Committee Members

Our collaboration with the Winnie Stowell Hospital District for 2022 has proven to be a successful initiative. As of October 2022, our services to the 'District" served over 155 Winnie clients providing 309 applications for various social service needs. During this same period, it has resulted in 92 Winnie residents approved in the Indigent Program which is a 31% increase from the beginning of the year.

To date, our Outreach Marketing resulted in 49 outreach events, 1,500 distribution of marketing packages and numerous key contacts plus networking opportunities. The community has begun to acknowledge and seek our services. This will continue in the program we are offering in 2023. We will continue to distribute our "**NEED HELP**" form that promotes a client to use our services and the brochure for the Winnie Indigent Program describing its program.

Due to the lack of social service providers in Chambers County, we have been able to directly educate and provide to the Winnie clients more social services in our first year.

The accessibility for clients to seek our services in Chambers County is one of the challenges echoed by community leaders. Our organization promoted in the outreach marketing packages the Winnie Transportation Program and has seen from January-(7) bus riders to (15) bus riders in October which is a 50% increase in ridership.



MARCELOUS-WILLIAMS RESOURCE CENTER

Board of Directors Eddie Williams Jr. Ramonia Williams Diane Walters Pastor Frank Burns Tammi Scott Rhonda Lopez Dr. Tom Kelchner Pastor Kevin McMachen Melida Elmore <u>Directors</u> Christina Dickerson Tammy Guidry

Corporate Office: 811 N. Main Highlands, Texas 77562 Mailing Address: P.O. Box 291 Highlands, Texas 77562 Phone: (855) 449-1472 Emails eddiemwrc@gmail.com ramoniamwrc@gmail.com Website: talentyieldcoalition.org Facebook Page: Marcelous-Williams **Resource** Center.

We are anticipating an increase in the number of clients being served due to our outreach marketing efforts, name recognition in the community and the support of your organization.

We are requesting a renewal of this grant for 2023, with a minimal dollar increase of less than \$2,500 and more hours of office coverage to serve clients.

Funded Grant Request

\$57,742.12 for 2023

Services on Site

 a) Our organization will provide office hours for the Social Services Navigator, whose job duties are to assist the Winnie District's residents with applying for benefits:

Tuesday, Wednesday, Thursday and Friday from 9:30am to 3:30 pm.

- b) Office coverage will be exclusive of: July 3rd-4th, 2023, Half day on November 22nd and 23rd-24th, 2023 for Thanksgiving, December 25th-29th 2023 for Christmas
- Outreach efforts will continue to be supported by both the Navigator and Client Experience Specialist.

Please feel free to contact us if you have any questions. We are looking forward to a productive 2023.

Sincerely,

ENWell

Eddie Williams Chairman of the Board Phone (832) 967-3841 Email: eddiemwrc@gmail.com

cc: Ramonia Williams Phone (281) 221-9114 Email: ramoniamwrc@gmail.com

Exhibit "B"

WINNIE STOWELL HOSPITAL DISTRICT GRANT/SPONSORSHIP COVER SHEET

(Please return to Winnie Stowell Hospital District, P. O. Box 1997, Winnie, Texas 77665; No later than two (2) weeks prior to the funding deadline)

Date: _November 1, 2022

Organization/Individual Requesting Grant Funds: Talent Yield Coalition sponsor of Marcelous-Williams Resource Ctr

Organization/Individual Address: 811 N Main, Highlands, Texas 77562

Contact Person: <u>Eddie Williams</u> Title: <u>Chairman of the Board</u> Phone Number: (832) 967-3841 E-Mail Address: <u>eddiemwrc@gmail.com</u>

Fax Number: (281) 884-6030

Name of Project, Program or Event: <u>Program: Social Service Navigator Program</u> Date of Program or Event: <u>January 1, 2023 to December 31, 2023</u>

Is your organization (check one):

- Non-profit and classified as tax-exempt under Sections 501(c) (3) or 170(c) of the United States Internal Revenue Code (attach copy of organizations tax and exemption information)
- Public Agency
- Private Healthcare Provider
- □ None of the above

Dollar Amount or In-kind Services Requested: \$57,742.12

Please provide a comprehensive description of how the District's resources will be used (Please complete below, or you may also attach support material):______

See Attachment

Which of the following does the requested sponsorship support (check all that apply):

□ Indigent Care

Economic Development

☑ Community Healthcare

I Community Outreach

Please verify that this grant is a tax free donation in which 100% of the grant proceeds will be spent for the designed purpose and no money donated by the District will be used to offset taxes of any kind. (Yes)

Signatu	ITE Ether W. Willigs	
Name	Eddie Williams	
Title	Chairman of the Board	_

Exhibit "C"

Talent Yield Coalition Budget

	Project Expenses*	WSHD Funding †	Other Funding/ In Kind ‡	Comment/Explanation
А.	Department/Agency Personnel:			
-	Social Service Navigator	\$31,250.00		Tuesday they Eridey site
	Client Experience Worker	\$15,650.00		Tuesday thru Friday site coverage
B.	Benefits:	, ,		Supports the Navigator
_	Federal taxes	\$ 3,865.12		
c.	Consultant/Contract Personnel:			
D.	Travel:			
	Local mileage (specify rate)			
E.	Materials/Equipment:			
	Educational materials			
-	Promotional materials			
F.	Office/Other Supplies:			
G.	Miscellaneous:			
I.	Indirect Cost:			
-	15% of administrative cost	\$7,027.00		Administrative and Marketing Cost
	Total Cost:	\$57,742.12		

Hubert Oxford IV

From:	Ramonia Dirden <ramonia3@yahoo.com></ramonia3@yahoo.com>
Sent:	Wednesday, November 30, 2022 2:44 PM
То:	Hubert Oxford IV
Cc:	Eddie MWRC; Diane Walters
Subject:	Fw: Nonprofits Insurance Alliance – 70048 Talent Yield
Attachments:	Talent Yield 2022 Winnie cert.pdf

Good Afternoon Hubert

We renewed and added on to our insurance policy,

I reached out to our insurance agent to be sure the certificate indicates the WSHD. (attached for the record)

Please let me know if the Finance Committee requires any other documentation.

Thanks Ramonia

Ramonia Dirden-Williams *Project Manager Talent Yield Coalition Inc., 501(c) 3 non profit Marcelous-Williams Resource Center* 811 N Main, Highlands, Texas 77562 Office: (855) 449-1472 Fax #: (281) 884-6030

WEBSITE: www.talentyieldcoalition.org

----- Forwarded Message -----From: Peter Walker <pwalker@unbridledinsurance.com> To: Ramonia Dirden <ramonia3@yahoo.com> Sent: Wednesday, November 30, 2022 at 09:44:35 AM CST Subject: RE: Nonprofits Insurance Alliance – 70048 Talent Yield

Ms. Durden, here is your updated certificate.

Thanks



(972) 234-1718

- pwalker@unbridledinsurance.com
- www.unbridledinsurance.com
 17060 Dallas Parkway #214 Dallas Texas 75248





From: Ramonia Dirden <ramonia3@yahoo.com>
Sent: Tuesday, November 29, 2022 6:28 PM
To: Peter Walker <pwalker@unbridledinsurance.com>
Cc: Patricia Ojeda <patricia@wshd-tx.com>; Eddie MWRC <eddiemwrc@gmail.com>
Subject: Re: Nonprofits Insurance Alliance – 70048 Talent Yield

Good Evening Peter

With the add-ons to our renewed policy, please confirm

The re-issuance of the certificate to:

Winnie-Stowell Hospital District

PO Box 1997

Winnie, TX 77665

Please forward the certificate for all parties to have on file.

Thanks

Ramonia

Ramonia Dirden-Williams

Project Manager

Talent Yield Coalition Inc., 501(c) 3 non profit

Marcelous-Williams Resource Center

811 N Main, Highlands, Texas 77562

Office: (855) 449-1472

Fax #: (281) 884-6030

WEBSITE: www.talentyieldcoalition.org



WALKPETER

TALEYIE-01

AC	ORD	CF	RTI	FICATE OF LIA		ITY INS	URAN	CF			(MM/DD/YYYY)
-											/30/2022
CERT BELO	CERTIFICATE IS ISSUED IFICATE DOES NOT AFFIF W. THIS CERTIFICATE O ESENTATIVE OR PRODUCE	RMATIVE	LY O Anci	R NEGATIVELY AMEND, E DOES NOT CONSTITU	, EXTE	ND OR ALT	ER THE CO	OVERAGE AFFOR	RDED E	BY THI	E POLICIES
If SU	RTANT: If the certificate BROGATION IS WAIVED, s ertificate does not confer rig	subject to	o the	terms and conditions of	the po	licy, certain	policies may				
PRODUCE	ER				CONTA NAME:	ст					
	ed Insurance Agency Dallas Pkwy					o, Ext): (972) 2	234-1300	FA (A	AX /C. No): (972) 2	234-1385
#214					E-MAIL	ss: info@un	bridledins	urance.com			
Dallas, 1	TX 75248					INS	URER(S) AFFO	RDING COVERAGE			NAIC #
					INSURE	R A : Alliance	e of Nonpro	ofits for Insurance	ce		10023
INSURED					INSURE	RB:					
	Talent Yield				INSURE	ER C :					
	811 North Main Street Highlands, TX				INSURE	RD:					
					INSURE						
		050715			INSURE	RF:					
	(AGES IS TO CERTIFY THAT THE P	-	-	E NUMBER:				REVISION NUMB			
INDIC/ CERTI	ATED. NOTWITHSTANDING A IFICATE MAY BE ISSUED OR JSIONS AND CONDITIONS OF 3	NY REQU MAY PEI	JIREM RTAIN	ENT, TERM OR CONDITIO	N OF A	ANY CONTRAC	CT OR OTHER	R DOCUMENT WITH BED HEREIN IS SUB.	RESPE	ст то	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADD INSI		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)				
AX		r						EACH OCCURRENCE		\$	1,000,000
	CLAIMS-MADE X OCCUR			2022-70048		7/29/2022	7/29/2023	DAMAGE TO RENTED PREMISES (Ea occurrent	nce)	\$	500,000
								MED EXP (Any one pers	son)	\$	20,000
								PERSONAL & ADV INJU	URY	\$	1,000,000
		:						GENERAL AGGREGAT		\$	2,000,000 2,000,000
X X	POLICY PRO- JECT LOC OTHER: Improper Sexual Con	duct						PRODUCTS - COMP/OI		\$	1,000,000
								COMBINED SINGLE LIN	міт	\$	1,000,000
AU								(Ea accident)		\$	
	OWNED SCHEDULE	D						BODILY INJURY (Per pe	- í	<u>\$</u> \$	
	HIRED NON-OWNE AUTOS ONLY							BODILY INJURY (Per ad PROPERTY DAMAGE (Per accident)	(<u>»</u> \$	
		_1								\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE		\$	
	EXCESS LIAB CLAIMS	-MADE						AGGREGATE		\$	
	DED RETENTION \$									\$	
WOF	RKERS COMPENSATION EMPLOYERS' LIABILITY								OTH- ER		
ANY		Y/N N//	4					E.L. EACH ACCIDENT		\$	
1 1	ICER/MEMBER EXCLUDED? ndatory in NH) s, describe under							E.L. DISEASE - EA EMP	PLOYEE	\$	
DES	CRIPTION OF OPERATIONS below		_	2022 700 40		7/00/0000	7/00/0000	E.L. DISEASE - POLICY		\$	4 000 000
A Pro	fessional Liabili			2022-70048		7/29/2022	7/29/2023	Occurrence/Aggre	egate		1,000,000
	rion of operations / locations / te Holder is Additional Insure				ile, may b	e attached if mor	e space is requi	red)			

CERTIFICATE HOLDER	CANCELLATION
Winnie-Stowell Hospital District P.O. Box 1997 Winnie, TX 77665	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Tyte Myse

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Coastal Gateway Grant Request

		ay Health Center (ear 2023
	Propos	ed Budget
Revenues:		
Net Patient Revenue	\$765,322	
340 B Revenue	45,481	Highly dependent on LAL status application process
HRSA Grant	0	
		Will change \$based on unobligated funds from FY 22
Winnie Stowell Hosp Dist Grants 23	914,112	Increase to 959,593 if LAL application delayed (see above
Unobligated Grant Funds 22	135,000	Estimated unobligated funds from FY 22
Winnie Stowell Hosp Dist In Kind	0	
Total Revenue	\$1,859,915	
Salary & Wages: Providers Clinical Support Staff Patient Support	\$391,600 230,880 70,000	
Enabling and Outreach Staff	0	
Leadership Team and Support	251,600	
Finance and Billing	40,000	
IT and Other Services	0	
Total Salary and Wages	\$984,080	
Benefits		
FICA	\$75,282	
Retirement	28,586	
Health Insurance	88,107	
Life Insurance	774	
TOTAL BENEFITS	\$192,749	20% of Salaries and Wages as presented
Total Salary, Wages and Benefits	\$1,176,829	

Coastal Gateway Health Center

	Fiscal Year 2023	
	Proposed Budget	
Non Salary Expense		
Contract Services	\$193,080	
Thrive	102,500	
IT Contract Service	22,800	
Audit	12,500	
Maintenance and Facilities	5,280	
Other Profession Contract Services	50,000	
Software as Subscription Fees	57,446	
Paycom Fixed Asset Tracker	1,200 200	
MIP	1,500	
Compliatric	4,800	
eClinical Works	49,746	
Training	27,000	
Travel	1,000	
Expendable Equipment	75,000	
Supplies, Medical	44,044	
Supplies, Other	16,016	
Telephone & Internet	21,000	
Postage	1,200	
Water/Sewer	2,400	
Electric	5,000	
Waste Disposal	4,500	
Legal Fees	6,500	
Insurance- D&O	1,250	
Insurance- General Liability	7,500	
Malpractice	63,750	
Dues and Memberships	15,000	
Meals and Entertainment	7,800	
Repairs and Maintenance	3,000	
Advertising	25,000	
Recruitment	30,000	
Bank Fees	1,200	
Rent & Occupancy Expense	74,400	
TOTAL Non salary expenses	\$683,086	
TOTAL EXPENSES	\$1,859,915	
Not Cook Flow	(\$0)	

Net Cash Flow

(\$0)

WSVEMS Grant Request

Hubert Oxford IV

From:Amber Lucia <amber@wsvems.com>Sent:Tuesday, December 6, 2022 8:27 AMTo:Hubert Oxford IVSubject:Re: Grant Funds for 2023

I am asking for the Paramedic pay instead of the Basic pay if that is possible. I would like to have \$168,800.00. We are very appreciative of whatever grant or help we can get. I am sorry this has been so confusing on my end. Amber

On Tue, Dec 6, 2022 at 8:09 AM Hubert Oxford IV <<u>hoxfordiv@benoxford.com</u>> wrote:

Amber,

I received the attached yesterday. Thank you. Are you asking that the District budget \$125,000.00 this coming year for the WSVEMS Grant or \$168,800.00 (increase of 35%)?

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: Hubert Oxford IV Sent: Monday, December 5, 2022 2:34 PM To: Amber Lucia <<u>amber@wsvems.com</u>>

Cc: David Sticker <<u>davidbsticker@gmail.com</u>>; Patricia Ojeda <<u>patricia@wshd-tx.com</u>>; Sherrie Norris <<u>sherrie@wshd-tx.com</u>>;

Subject: RE: Grant Funds for 2023

Amber,

Below are two provisions of the attached agreement with the WSEMS. Will you confirm whether or not these provisions are being followed?

"Funds paid by the District for an employee to operate the vehicle shall not be commingled with any funds paid by Chambers County through the County's Funding Agreement, but may be transferred to a common account designated for payroll."

"Recipient agrees that the payment for the additional EMT Basic Transfer Ambulance's operator's salary shall be paid exclusively from the funds provided pursuant to this Agreement, provided that such funds are sufficient to cover such salary, and during the

operator's shift, the operator shall only provide services in support of the Transfer Ambulance. This paragraph shall not prevent Recipient from paying other benefits on behalf of or to the EMT Basic Transfer Ambulance operator in accordance with Recipient's

applicable benefits to its employees."

Sincerely,

Hubert Oxford, IV

Benckenstein & Oxford, L.L.P.

3535 Calder Avenue, Suite 300

Beaumont, Texas 77706

(409) 951-4721 Direct

(409) 351-0000 Cell

(409) 833-8819 Fax

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From: Amber Lucia <<u>amber@wsvems.com</u>> Sent: Monday, December 5, 2022 2:00 PM To: Hubert Oxford IV <<u>hoxfordiv@benoxford.com</u>> Subject: Re: Grant Funds for 2023

I am sedning it all today. Amber

On Mon, Dec 5, 2022 at 1:11 PM Hubert Oxford IV <<u>hoxfordiv@benoxford.com</u>> wrote:

Amber,

Reminder, if you are going to request any funds from the District next year (i.e., 2023), we really need it before the end of the day, or in the morning. We have a budget meeting on Wednesday and would like to include this information in the packet.

Sincerely,

Hubert Oxford, IV

Benckenstein & Oxford, L.L.P.

3535 Calder Avenue, Suite 300

Beaumont, Texas 77706

(409) 951-4721 Direct

(409) 351-0000 Cell

(409) 833-8819 Fax

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```
From: Hubert Oxford IV <<u>hoxfordiv@benoxford.com</u>>
Sent: Monday, November 28, 2022 12:40 PM
To: Amber Lucia <<u>amber@wsvems.com</u>>
Cc: Patricia Ojeda <<u>patricia@wshd-tx.com</u>>
Subject: Grant Funds for 2023
```

Amber,

If the EMS is going to request any funds for next year, 2023, you will need to let us know in the form of an application or notice with the amount before December 5th, 2023. Please submit any request to Patricia, who is copied on this email.

Sincerely,

Hubert Oxford, IV

Cell: 409-351-0000

--

Winnie Stowell EMS Coordinator

PO Box 755

Winnie, Texas

409-296-9627 Office

409-350-7474 Cell

--

Amber Lucia

Winnie Stowell EMS Coordinator

PO Box 755

Winnie, Texas

409-296-9627 Office

409-350-7474 Cell

Cover Sheet

- Narrative for Financial Needs
- 2022 YTD Balance Sheet
- 2022 YTD Income Statement
- 2022 YTD Statement of Cash Flow
- 2022 YTD Aged Payables
- 2023 Budget (Proposed)
- Billed Amounts from Riceland Transports (see spreadsheet)
- Collected Amounts from Riceland Transports (see spreadsheet)

•

December 5th, 2022



Winnie-Stowell Volunteer EMS

PO Box 195

Winnie, TX 77665

To:

Whom it may concern, &

Winnie-Stowell Hospital District Board Members

Purpose

Winnie-Stowell Volunteer EMS (WSVEMS) has been dedicated to serving the communities of Winnie and Stowell since their inception. The most recent actions to grow the community impact has been the Riceland ER transfer project. The project's purpose was to fill the existing lapse emergency medical transport services for critically injured or ill patients coming from Riceland ER to a local hospital to attain a higher level of care. These cases are often time sensitive and prior to this project, Riceland ER and their patients were forced to wait on private ambulance service who were providing prolonged and unacceptable ETAs.

First Year Results

Beginning on January 1st, 2022, WSVEMS has successfully transported sixty (60) of the requested ninety-four (94) patients as of November 1st, 2022. The project has had a positive impact for the community and the Riceland ER by delivering patients to definitive care in a timely manner. Unfortunately, this project has imposed a financial toll on WSVEMS for a number of reasons and has delayed improvements in our clinical aspect and physical building expansion. The two primary factors identified are increased salary expenses and below expected revenue return.

When reviewing the level of care required for the transport, forty-four (44) of the sixty (60) completed transport required advanced life support above the EMT level. Of the thirty-four (34) calls that were reassigned, five (5) were due to minimal staffing from various causes and twenty-five (25) were due to not having an available paramedic totaling a demand of sixty-nine (69) ALS patients as of November 1st, 2022.

The purchase and use of the Ford transit van has been beneficial for WSVEMS. Having a smaller footprint than our other transporting units increases the complexity of treating complex and dynamic patients during transport. When patients being transferred are expected to require

less interventions, this vehicle has been able to provide a smoother and more comfortable ride with increased fuel economy compared to the larger diesel units.

Staffing

In the initial agreement, WSVEMS was granted the annual salary expense of EMT at the rate of \$14.00/ hour totaling \$122,640 annually issued in monthly payments that cover the hourly expense. As noted on the 2022 income statement, WSVEMS has a projected salary expense of \$743,628.00 as compared to the 2021's salary of \$660,530.18 with a total increase of \$83,096. Additionally, payroll taxes are projected to total \$57,679.76 vs. \$49,532.68 the previous year, an additional \$8,147.08. In total, staffing expenses increased \$91,243.08 in 2022.

Our staffing as a whole has improved over the last year. WSVEMS has revamped the onboarding process and implemented a more structured system to allow for the increase in staffing demand and recruited more volunteers. Currently we strive to provide staff at a minimum of one (1) paramedic, and a combination of EMT and advanced EMT to staff two (2) additional spots. On occasion, we have been able to staff additional paramedics when call volume is anticipated to be higher during events such as holidays and community events such as the Rice Festival and East Chambers football games which have shown to produce additional calls for service. We have been able to utilize our volunteer staff to cover during peak times

Currently, Chambers County issues quarterly payments in the amount of \$187,500 that support payroll, payroll taxes. This amount has been consistent for the last several years with requests for increases denied. During FY2021, Chamber County issued an additional amount of 244,948.29 in the name of WSVEMS directly to Southwest Ambulance for the purchase of a new Type 1 ambulance (Medic 22). Similarly, for FY2023, \$370,000 has been budgeted for the purchase of a second unit to replace Medic 21. This amount is a projected cost, and the actual expense will be issued directly to Southwest Ambulance.

WSVEMS requests to increase the grant for staffing to cover the expense of a paramedic at the current rate of \$19.00/hour for 24 hours each day, 365 days each year totaling \$166,440. This additional paramedic will allow for WSVEMS to better accommodate those patients requiring advanced life support, which equaled sixty-nine

Revenue

For the 60 patients transported, a billed amount of \$95,353.20 with \$19,095.76 collected from various insurance sources. 35 of the 60 patients transported were "self-pay" with no insurance. This group represents 55% of the patients transported and a total billable amount of \$52,567.75 with \$0 being collected as of December 1, 2022. (See 2022 WS EMS Report, Payor Invoices). WSVEMS operates with reasonable expectations and does not expect to collect 100% of the amount billed but operating with a total collection rate of 20% is not conducive to the continued operation of this program. Currently, WSVEMS and The Riceland Healthcare system are developing a contract to allow for the partial reimbursement of those without insurance at a proposed minimum Medicare allowable rate of 33%. This would provide an additional \$17,347.36 of revenue that previously could not be collected.

Requested Changes

Increasing the annual grant amount by 35% (\$43,800) from the initial agreement to staff an additional paramedic, will allow WSVEMS to have proper staff in place and transport a higher percentage of patients going for a higher level of care. In addition to the increased grant for salaries, the anticipated contract with Riceland Healthcare will allow WSVEMS to collect a larger percentage of the projected loss of \$58,910.08 of uncollected revenue from self-pay patients.

Summary

As with any new business venture, there will be a number of hurdles to clear during the first few years. Overall, the project has made a positive impact on the community during the initial year. It has allowed WSVEMS to transport those that are critically sick or injured to a higher level of care in a fraction of the time from previous ambulance services. The two primary hurdles we identified following the initial year are staffing and reimbursement. If the requested grant increase for staffing is approved, this would allow for improved service for both the hospital and the community. Regarding the revenue loss, WSVEMS is in the process of developing a contract with Riceland Healthcare with legal teams working diligently to reach an agreement. The combined financial increases would allow WSVEMS to continue serving the hospital and community and implement desired updates in equipment and protocols to remain a clinically superior EMS service.

andheatre

Joshua Wahleithner, B.A.A.S., L.P.

Assistant Director Winnie-Stowell Volunteer EMS Cell: (903) 284-7972 Office: (409) 296-9627 Josh@WSVEMS.com

WINNIE STOWELL VOLUNTEER EMERGENCY MEDI Balance Sheet October 31, 2022

ASSETS

Current Assets Cash on Hand Prosperity Operating 218990590 Prosperity 2994211 Prosperity WSHD Gr 220772208 Prosperity Moody Grant Fund	\$	8,816.24 139,522.29 98,392.74 66,392.00 3,815.57	
Total Current Assets			316,938.84
Property and Equipment Furniture and Fixtures Equipment Automobiles Leasehold Improvements Building Accum. Depreciation	_	18,576.91 315,363.69 789,318.35 5,814.00 234,844.15 (848,212.69)	
Total Property and Equipment			515,704.41
Other Assets			
Total Other Assets			 0.00
Total Assets			\$ 832,643.25

LIABILITIES AND CAPITAL

645.63 (77.35) (78.16) 648.32 387.50) 006.85
12,757.79
0.00
12,757.79
,125.81 ,759.65
819,885.46
\$ 832,643.25

WINNIE STOWELL VOLUNTEER EMERGENCY MEDI Balance Sheet December 31, 2021

ASSETS

Current Assets		
Cash on Hand	\$ 3,000.00	
Prosperity new acct.3513181	8,094.17	
Prosperity Operating 218990590	49,569.24	
Prosperity 2994211	46,622.93	
Prosperity 101007061	5,914.97	
Prosperity WSHD Gr 220772208	10,416.00	
Prosperity Moody Grant Fund	 3,815.57	
Total Current Assets		127,432.88
Property and Equipment		
Furniture and Fixtures	18,576.91	
Equipment	315,363.69	
Automobiles	789,318.35	
Leasehold Improvements	5,814.00	
Building	210,913.70	
Accum. Depreciation	 (734,456.19)	
Total Property and Equipment		605,530.46
Other Assets	 	
Total Other Assets	-	0.00
Total Assets	\$	732,963.34
	-	·····

LIABILITIES AND CAPITAL

\$ 	10,710.01 127.52		
			10,837.53
		_	0.00
			10,837.53
_	513,045.40 209,080.41		
		-	722,125.81
		\$	732,963.34
	\$ 	513,045.40	<u>127.52</u> 513,045.40 209,080.41

WINNIE STOWELL VOLUNTEER EMERGENCY MEDI Income Statement For the Ten Months Ending October 31, 2022

-		Current Month			Year to Date	
Revenues	•			•		(7.00
Chambers County EMS Tax Rev.	\$	0.00	0.00	\$	757,051.71	67.08
Billing Income		37,846.50	100.00		192,696.99	17.07
Grants		0.00	0.00		12,086.55	1.07
Program Service Revenue		0.00	0.00		500.00	0.04
Contributions-Restricted		0.00	0.00		165,295.71	14.65
Interest Income		0.00	0.00		1.27	0.00
Other Income		0.00	0.00	-	908.00	0.08
Total Revenues		37,846.50	100.00	-	1,128,540.23	100.00
Cost of Sales						
Total Cost of Sales		0.00	0.00		0.00	0.00
Gross Profit		37,846.50	100.00	-	1,128,540.23	100.00
Expenses						
Bank Service Charge		834.17	2.20		1,713.87	0.15
Accounting Fees		2,075.00	5.48		11,650.00	1.03
Gifts and Goodwill		0.00	0.00		1,000.00	0.09
Legal Fees		713.00	1.88		12,568.58	1.11
Professional Fees		387.50	1.02		16,686.50	1.48
Non Profit Billing/Collection		0.00	0.00		242.84	0.02
Meals and Entertainment		50.00	0.13		387.88	0.03
Other Employee Benefits		4,830.72	12.76		36,489.87	3.23
Office Supplies		0.00	0.00		2,406.50	0.21
Supplies Expense		4,492.75	11.87		43,597.75	3.86
Telephone Expense		285.42	0.75		1,714.56	0.15
Occupancy Expense		1,339.15	3.54		11,437.67	1.01
Equipment Rental Expense		0.00	0.00		399.00	0.04
Vehicle/fuel expense		4,254.95	11.24		26,046.96	2.31
Maintenance Expense		526.34	1.39		17,835.95	1.58
Insurance Expense		2,668.30	7.05		54,694.07	4.85
Dues/Licenses		0.00	0.00		1,006.93	0.09
Travel Expense		0.00	0.00		1,081.42	0.10
Conferences Expense		0.00	0.00		3,326.14	0.10
		0.00	0.00		711.01	0.29
Meetings Expense Uniform						
		0.00	0.00		2,910.64	0.26
Payroll Tax Expense		4,755.92	12.57		48,066.47	4.26
Depreciation Expense		11,375.65	30.06		113,756.50	10.08
Wages Expense		62,918.65	166.25		619,689.11	54.91
Other Expense		1,328.95	3.51		1,360.36	0.12
Total Expenses		102,836.47	271.72		1,030,780.58	91.34
Net Income	\$	(64,989.97)	(171.72)	\$	97,759.65	8.66

WINNIE STOWELL VOLUNTEER EMERGENCY MEDI Income Statement

For the Twelve Months Ending December 31, 2021

		Current Month			Year to Date	
Revenues	•		0.00	•		5 4 50
Chambers County EMS Tax Rev.	\$	0.00	0.00	\$	1,002,000.00	74.58
Billing Income		14,517.10	100.00		221,246.49	16.47
Contributions-Unrestricted		0.00	0.00		2,851.00	0.21 7.96
Grants Contributions-Restricted		0.00	0.00		106,947.41	0.78
		0.00	0.00		10,416.00	0.78
Interest Income	-	0.34	0.00		6.78	0.00
Total Revenues	-	14,517.44	100.00		1,343,467.68	100.00
Cost of Sales	-					
Total Cost of Sales	-	0.00	0.00		0.00	0.00
Gross Profit	-	14,517.44	100.00		1,343,467.68	100.00
Expenses						
Grant and Allocation Exp.		0.00	0.00		349.00	0.03
Bank Service Charge		115.68	0.80		1,311.40	0.10
Accounting Fees		1,325.00	9.13		11,525.00	0.86
Legal Fees		2,021.90	13.93		14,112.70	1.05
Professional Fees		4,500.00	31.00		24,408.90	1.82
Non Profit Billing/Collection		0.00	0.00		7,407.15	0.55
Other Employee Benefits		6,872.11	47.34		48,952.33	3.64
Supplies Expense		2,027.87	13.97		54,377.48	4.05
Telephone Expense		0.00	0.00		2,006.16	0.15
Postage and Shipping Expense		0.00	0.00		230.15	0.02
Occupancy Expense		724.49	4.99		14,675.10	1.09
Equipment Rental Expense		399.00	2.75		798.00	0.06
Vehicle/fuel expense		1,669.75	11.50		20,748.84	1.54
Maintenance Expense		1,547.97	10.66		20,431.49	1.52
Printing Expense		0.00	0.00		1,200.00	0.09
Insurance Expense		10,608.63	73.08		68,079.93	5.07
Dues/Licenses		0.00	0.00		619.89	0.05
Travel Expense		0.00	0.00		2,159.02	0.16
Conferences Expense		0.00	0.00		1,260.00	0.09
Training Expense		0.00	0.00		1,809.08	0.13
Interest Expense		0.00	0.00		1,148.21	0.09
Uniform		0.00	0.00		91.39	0.01
Payroll Tax Expense		6,451.29	44.44		49,532.68	3.69
Depreciation Expense		51,417.49	354.18		125,993.19	9.38
Wages Expense		86,677.27	597.06		660,530.18	49.17
Other Expense		0.00	0.00		630.00	0.05
Total Expenses		176,358.45	1,214.80		1,134,387.27	84.44
Net Income	\$	(161,841.01)	(1,114.80	\$	209,080.41	15.56

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WINNIE STOWELL VOLUNTEER EMERGENCY MEDI Statement of Cash Flow For the ten Months Ended October 31, 2022

		Current Month		Year to Date
Cash Flows from operating activities Net Income Adjustments to reconcile net income to net cash provided	\$	97,759.65	\$	97,759.65
by operating activities Accum. Depreciation Accounts Payable Dental Select (Dental/Vision) Standard Ins Pay (Life ADD) BCBS Ins Pay (Medical) Eplan Pay (401K/Roth 401K) Federal Payroll Taxes Payable	_	113,756.50 935.62 (77.35) (78.16) 648.32 (387.50) 879.33		113,756.50 935.62 (77.35) (78.16) 648.32 (387.50) 879.33
Total Adjustments		115,676.76		115,676.76
Net Cash provided by Operations	_	213,436.41		213,436.41
Cash Flows from investing activities Used For				
Building		(23,930.45)		(23,930.45)
Net cash used in investing	_	(23,930.45)		(23,930.45)
Cash Flows from financing activities Proceeds From Used For				
Net cash used in financing		0.00		0.00
Net increase <decrease> in cash</decrease>	\$ =	189,505.96	\$	189,505.96
Summary	•		•	
Cash Balance at End of Period Cash Balance at Beg of Period	\$	316,938.84 (363,855.18)	\$	316,938.84 (127,432.88)
Net Increase <decrease> in Cash</decrease>	\$ =	(46,916.34)	\$	189,505.96

WINNIE STOWELL VOLUNTEER EMERGENCY MEDI Statement of Cash Flow For the twelve Months Ended December 31, 2021

		Current Month	Year to Date
Cash Flows from operating activities Net Income Adjustments to reconcile net income to net cash provided	\$	(161,841.01)	\$ 209,080.41
by operating activities			
Accum. Depreciation		51,417.49	125,993.19
Accounts Payable		1,742.53	3,080.69
Dental Select (Dental/Vision)		83.96 36.62	277.66 0.00
Standard Ins Pay (Life ADD) BCBS Ins Pay (Medical)		352.12	1,602.24
Eplan Pay (401K/Roth 401K)		0.00	(139.24)
Federal Payroll Taxes Payable		(27.21)	46.12
	_	(27,21)	
Total Adjustments		53,605.51	130,860.66
Net Cash provided by Operations	_	(108,235.50)	339,941.07
Cash Flows from investing activities Used For			
Equipment		0.00	(1,807.50)
Automobiles		0.00.	(373,440.75)
Building		(33,411.18)	(38,411.18)
Building Improvements		0.00	(3,000.00)
Net cash used in investing	_	(33,411.18)	(416,659.43)
Cash Flows from financing activities			
Proceeds From		0.00	
N/P 2020 Ambulance Ln#8290899 Used For		0.00	252,000.00
N/P 2020 Ambulance Ln#8290899		0.00	(252,000.00)
Net cash used in financing		0.00	0.00
Net increase <decrease> in cash</decrease>	\$ _	(141,646.68)	\$ (76,718.36)
Summary			
Cash Balance at End of Period	\$	127,432.88	\$ 127,432.88
Cash Balance at Beg of Period		(259,668.38)	(191,740.06)
Net Increase <decrease> in Cash</decrease>	\$	(132,235.50)	\$ (64,307.18)

11/29/22 at 10:58:09.71 Filter Criteria includes: 1		FOWELL VOLUN Aged Pa As of Nov t order is by ID. Repor	ayables 29, 2022			Page: 1
Vendor ID Vendor Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
Report Total						

EXPENSE TRENDS

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Tips
100,000													■ Salary
90,000					1								
80,000													Training and Education
70,000						1.2			1				= Insurance
60,000		1		1			1		1 .				■ Maintenance Contra
50,000													■ Utilities
40,000								1	1 1				■ Office/Computer
30,000		1											Equipment
20,000									1 1				Equipment Postage and Copier
10,000								1					Medical Equipment
				- L. 1	e 1	a la ta		- Laster	lin La	_ L			

Expenses	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Budget	Trend
Salary	57,741.41	66,658.41	63,216.72	53,181.73	61,598.41	91,745.11	65,891.12	59,232.28	65,748.97	76,343.26	57,424.77				and
Training and Education	0.00	0.00	0.00	439.80	281.89	0.00	575.00	0.00	150.00	0.00	0.00				Mh
Insurance	12,843.72	5,606.62	10,606.31	7,543.63	2,668.31	10,600.31	2,668.31	8,941.62	13,141.30	2,668.30	0.00				mm
Maintenance Contracts	0.00	87.91	2,548.36	5,494.20	101.38	1,710.28	113.28	161.08	527.29	109.88	110.43				An
Utilities	976.63	1,349.99	913.53	973.99	1,012.12	1,070.08	1,284.37	1,345.13	1,230.83	1,383.34	542.20				Among
Office/Comput er Equipment	315.40	194.34	259.79	178.97	33.98	1,509.97	444.52	3.93	799.51	884.72	719.45				-N-
Postage and Copier	0.00	0.00	358.00	0.00	281.89	1,159.52	419.36	871.11	589.82	680.35					M
Medical Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
Medical Supplies	1,924.80	4,287.56	3,989.90	2,912.16	4,197.51	2,403.61	3,548.07	1,539.71	3,979.34	3,192.77	2,450.78				M
Fuel	897.31	913.87	1,094.12	2,070.53	2,065.88	1,553.73	1,404.26	853.10	1,158.01	365.53	5,816.85				mound
Vehicle Repairs	1,500.00	4,139.94	1,318.73	2,288.37	3,653.91	30.27	154.00	0.00	106.00	446.00	480.59				1
Professional Services	1,720.90	2,319.40	1.804.90	4,976.02	3,448.90	1,757.90	1,708.40	1,855.50	1,756.50	1,538.00	1,684.50				1
3rd Party Bllg	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
Medical Director	0.00	0.00	4,500.00	0.00	0.00	4,500.00	0.00	0.00	4,500.00	0.00	0.00				.AAA
Uniform	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Ŷ			
Special Purchase	310.51	3,877.57	1,992.60	0.00	220.00	36.83	0.00	339.89	4.43	0.00	0.00				A
Total	78,230.68	89,347.70	91,146.70	80,005.94	79,564.18	118,077.61	78,210.69	75,143.35	93,692.00	87,612.15	63,733.76				*******
ludget	91666.66	91666.66	91,666.66	91666.66	91666.66	91666.66	91666.66	91666.66	91666.66	91666.66	91666.66	91666.66	1100000.00		
Difference	13435.98	2318.96	519.96	11660.72	12102.48	-26410.95	13455.97	16523.31	-2025.34	4053.85	21932,90				~~~~
Deposits	42212.17	204578.62	132,853.29	53018.98	218445.10	21504.76	227641.86	63095.15	38831.71	285991.40	47926.50				MMA
sills VS Salary	34705.11	34250.63	33983.72	28372.37	38439.21	59101.19	12319.57	42721.21	27943.03	11268.89	12308.99				

Winnie Stowell Volunteer EMS Winnie-Stowell Hospital District Repo			2										
Year to Date Details for 2022	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD DATE
YTD CALLS/TRANSPORTS REQUESTED	2	4	7	14	12	15	13	9	17	0	0	0	93
YTD CALLS/TRANSPORTS MADE	2	4	7	10	9	9	6	5	10	0	0	0	62
YTD CALLS/TRANSPORTS DELAYED	0	0	1	0	0	0	0	0	0	0	0	0	1
YTD CALLS/TRANSPORTS REASSIGNED	0	0	0	4	3	6	7	4	7	0	0	0	31
YTD 3RD PARTY INVOICES BILLED	\$3,143.93	\$6,529.28	\$9,559.09	\$16,124.52	\$15,264.99	\$11,735.33	\$8,235.64	\$6,890.37	\$11,699.19	\$0.00	\$0.00	\$0.00	\$89,182.34
Insurance Billed	\$3,143.93	\$5,193.01	\$6,049.16	\$5,738.60	\$4,485.46	\$6,175.11	\$2,999.96	\$4,235.07	\$0.00				\$38,020.30
Self-Pay Billed	\$0.00	\$4,368.03	\$1,831.47	\$10,385.92	\$10,779.53	\$4,538.19	\$5,235.68	\$2,655.30	\$11,699.19				\$51,493.31
YTD 3RD PARTY PAYMENTS RECEIVED	\$1,005.50	\$0.00	\$4,864.60	\$4,688.81	\$3,112.61	\$2,033.81	\$1,588.16	\$2,608.00	\$0.00	\$0.00	\$0.00	\$0.00	1
Insurance Paid	\$1,005.50	\$0.00	\$4,820.18	\$2,590.40	\$1,721.64	\$2,033.81	\$1,588.16	\$2,608.00	\$0.00				\$16,367.69
Self-Pay Paid	\$0.00	\$0.00	\$0.00	\$1,447.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				\$1,447.41
YTD STAFFING EXPENSES	\$10,416.00 Corrected Amt	\$9,408.00	\$10,080.00	\$10,080.00	\$10,416.00	\$10,416.00	\$10,416.00	\$10,416.00	\$10,080.00	\$0.00	\$0.00	\$0.00	and the second se
YTD PERTINENT INFORMATION REGARDING PERF	ORMANCE												
RICELAND REPORTED TRANSFERS	13	10	12	12	11	15	13	7	16	1	1		109



GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

THIS AGREEMENT (hereinafter "Agreement") is made and entered into as of December 27, 2021, by and between Winnie-Stowell Hospital District ("District"), a political subdivision of the State of Texas and the Winnie-Stowell Volunteer Emergency Medical Services, a Texas non-profit corporation ("Recipient").

RECITALS:

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

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

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

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

WHEREAS, the Recipient is a Emergency Medical Service Provider ("EMS") in the State of Texas operating pursuant Code of Federal Regulations; Centers for Medicare and Medicaid ("CMS") rules; and the Rules and Regulations of the State of Texas including but not limited to the following: 1) Chapter 773 of the Texas Health and Safety Code; 2) Rules and Regulations promulgated by the Texas Health and Human Services Commission; and 3) licensed by the Texas Department of State Health Services; and

WHEREAS, the Recipient's primary mission is to respond to 911 calls for emergency medical services and transport coverage to the residents of the District, but is frequently requested by the staff at Winnie Community Hospital emergency room to make emergency transports to appropriate healthcare facilities, which limits the Recipients ability to perform its primary mission of providing emergency medical service coverage; and

WHEREAS, the Recipient informed the District's Board that it believes an Emergency Transport Ambulance and a properly licensed operator is in the bests interests of the residents of the District to relieve its Advanced Life Support ("ALS") ambulances units from having to perform transport services and therefore, be available for emergency medical responses; and

WHEREAS, during the December 16, 2020, Regular Meeting, the Recipient submitted a grant request for: a) a Medical Emergency Medical Transport Ambulance ("Transport Ambulance") that cost \$98,0000.00; and b) \$125,000.00 per year to pay the salary for one (1) additional Emergency Medical Technician Basic ("EMT Basic") working two (2) shifts (i.e., twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year) whose primary job is to operate the Transport Ambulance; and

WHEREAS, during the December 16, 2020 Regular Meeting, the District's Board unanimously approved the Recipient's grant request. (See Exhibit "A"); and

WHEREAS, during the October 21, 2021, Regular Meeting, the District's Board reconsidered the action taken on December 16, 2020, to clarify the prior Board action and unanimously affirmed that the Recipient was authorized to utilize:

- The Transfer Ambulance to respond to all Emergency Transports within the District if the Recipient in in compliance with the applicable Federal and State rules and regulation;
- The Transfer Ambulance to respond to mutual aid calls outside of the District;
- The additional EMT Basic operator funded by the District may respond to both emergency calls on the ALS ambulance and non-Emergency Transport calls; and
- Upon delivery of monthly invoices, the Recipient agrees to provide a monthly report set forth in Section 7 of this Agreement.

AGREEMENT:

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

- 1. Agreement of the Parties.
 - > The Recipient agrees to operate the Transport Ambulance pursuant to the Code of Federal

Regulations; Centers for Medicare and Medicaid ("CMS") rules; and the Rules and Regulations of the State of Texas including but not limited to the following: 1) Chapter 773 of the Texas Health and Safety Code; 2) Rules and Regulations promulgated by the Texas Health and Human Services Commission; and 3) licensed by the Texas Department of State Health Services.

- Upon receipt by the Recipient of the Transport Ambulance and notice that the Transport Ambulance is operational, including that the Transport Ambulance is properly stocked, this Agreement shall become effective.
- Payments to the Recipient shall be made on a monthly pro-rated basis starting on the first payroll period after receiving notice by the Recipient that the Transport Ambulance is operational;
- The services provided by the Recipient for Transport Ambulance and operator services shall be dedicated to transfers within the District or in response to mutual aid calls outside of the District.
- Funds paid by the District for an employee to operate the vehicle shall not be commingled with any funds paid by Chambers County through the County's Funding Agreement, but may be transferred to a common account designated for payroll.
- Recipient agrees that the payment for the additional EMT Basic Transfer Ambulance's operator's salary shall be paid exclusively from the funds provided pursuant to this Agreement, provided that such funds are sufficient to cover such salary, and during the operator's shift, the operator shall only provide services in support of the Transfer Ambulance. This paragraph shall not prevent Recipient from paying other benefits on behalf of or to the EMT Basic Transfer Ambulance operator in accordance with Recipient's applicable benefits to its employees.
- > The invoicing and payment process for the operator shall be as follows:
 - (1) By the fifth (5th) business day of the month, the Recipient agrees to submit the preceding months Payroll Statement for the Transport Ambulance operators.
 - (2) The Payroll Statement shall include: (a) the Transport Ambulance operators' names;
 (b) dates and time spent during the Payroll Statement period operating the Transport Ambulance for each operator; (c) payment amounts owed to each employee; and (d) a total payment summary to the District for the prior month's services..
 - (3) Upon receipt of the Payroll Statement, the District's staff shall reconcile the statement and present the Reconciled Payroll Statement ("Reconciled Statement") for payment at the District's Board at the next Regular Monthly Meeting.

- (4) If there are discrepancies, or questions, concerning the Reconciled Statement, the District agrees to use its best efforts to resolve any questions within five (5) business days following the Regular Monthly Meeting.
- (5) The District agrees to pay the Reconciled Statement within seven (7) business days following the District's Regular Monthly Meeting
- <u>Term</u>. The Terms of this Agreement shall start on the day that the Recipient notifies the District that the Transport Ambulance is operational and shall continue until December 31, 2022. Thereafter, this Agreement shall be terminated unless the parties mutually agree to extend the Agreement on an annual basis by December 31st each year.
- 3. <u>Termination</u>. Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party at any time. Additionally, either party may terminate this Agreement immediately as a result of a breach of any of the provisions or terms of this Agreement by the other party if the breaching party fails, after ten (10) days written notice, to cure such breach to the reasonable satisfaction of the non-breaching party. District may terminate this Agreement immediately if any of the representations of Provider in paragraphs 3, 4 or 8 of this Agreement become untrue.

4. Representations and Certifications.

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

- (a) Recipient has legal authority to enter into, execute, and deliver this Agreement, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents;
- (b) Recipient has read and will comply with the GRANT/SPONSORSHIP POLICY AND PROCEDURES and the terms, conditions, provisions, covenants, requirements, and certifications in this Agreement, applicable statutory provisions, agency administrative rules, and all other documents incorporated herein by reference;
- (c) Recipient has made no material false statement or misstatement of fact in connection with the Grant application or this Agreement and its receipt of the Grant, and all of the information it previously submitted to the District or that it is required under this Agreement to submit to the District relating to the Grant or the disbursement of any of the Grant is and will be true and correct at the time such statement is made;
- (d) It is in compliance in all material respects with provisions of its charter and of the laws of the State of Texas, and of the laws of the jurisdiction in which it was formed, and (i) there are no actions, suits, or proceedings pending, or threatened, before any judicial body or governmental authority against or affecting its ability to enter into this Agreement, or any document referred to herein, or to perform any of the material acts required of it in such documents and (ii) it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, or any document referred to herein, or to perform any of the material acts required of it in such documents;

- (e) Neither the execution and delivery of this Agreement or any document referred to herein, nor compliance with any of the terms, conditions, requirements, or provisions contained in this Agreement or any documents referred to herein, is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound; and
- (f) Recipient shall furnish such satisfactory evidence regarding the representations and certifications described herein as may be required and requested by the District from time to time.

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

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

5. Expenditure of Funds.

This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grant application, supporting documents, and terms of this Agreement, and may not be expended for any other purpose without the District's prior written approval.

If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned immediately to the District.

Recipient agrees it shall not expend any grant funds for:

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

6. Separate and Secured Account.

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

7. Records and Reports.

The Recipient agrees to submit monthly reports simultaneously with the Recipient's monthly invoice. The monthly report will detail: 1) number of calls made in the month using the Transport Ambulance; 2) amount invoiced to any third parties for the calls; 3) year to date funds paid by third parties for the Transport Ambulance services; 4) year to date staffing expenses for the additional EMT Basic position; and 5) any other information reasonably requested by the District that may be helpful, including transfers delayed because operators were operating the ALS ambulance.

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

8. Required Notification.

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

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

9. Access for Evaluation.

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

10. Publicity.

You will allow the District to review and approve the text of any proposed publicity concerning this Grant prior to its release. The District may include information regarding this Grant, including the amount and purpose of the Grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in the District periodic reports, newsletters, and news releases. However, any and all intellectual property rights related to any photographs, logos, trademarks or other information or materials of Recipient shall remain the sole property of Recipient.

11. Contingent upon Availability of Grant Funds.

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

12. Right to Revoke or Modify - "Event of Default".

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

- (a) Recipient fails to comply with the District's GRANT/SPONSORSHIP POLICY AND PROCEDURES, or Terms and Conditions of this grant;
- (b) The purpose and objectives of the Grant are not being achieved or sustainable and Recipient has been provided reasonable notice and opportunity to cure;
- (c) The Recipient is not in compliance with any state or federal law; or
- (d) The Recipient's material misrepresentation or false covenant, representation, certification, or warranty made by Recipient herein, in the Grant application, or in any other document furnished by Recipient pursuant to this Agreement that was misleading at the time that it was made.

If District does not receive signed copies of its Grant award letter and of these general Grant terms within 14 days after the date of the District's Grant award letter, this Grant may be revoked.

13. Duty to Report Event of Default - "Notice of Default".

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

14. Interim Remedies.

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

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

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

15. Obligations/Liabilities Affected by Event of Default.

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

16. Termination of Agreement.

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

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

17. Repayment of Grant Proceeds upon Event of Default.

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

18. INDEMNIFICATION.

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

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

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

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

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

19. Notices.

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

District:	Mr. Edward Murrell
	President
	Winnie-Stowell Hospital District
	P.O. Box 1997
	Winnie, Texas 77665
Recipient:	Ms. Amber Lucia
	EMS Coordinator
	Winnie-Stowell Volunteer Emergency Services
	249 Broadway
	Winnie, Texas 77665

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

20. No Assignment or Delegation.

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

21. Compliance with Applicable Federal and State Law.

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

22. Alternative Dispute Resolution.

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

23. Applicable Law and Venue.

This Contract shall be construed, and all disputes shall be considered in accordance with the laws of the State of Texas, without regard to its principles governing the conflict of laws. Provided that the Recipient first complies with procedures set forth in "Alternative Dispute Resolution," exclusive venue and jurisdiction for the resolution of claims arising from or related to this Contract shall be in Chambers County, Texas.

24. Attorneys' Fees.

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

25. **HIPPA Obligations.** The parties acknowledge and agree that the District and Recipient are each a "Covered Entity" as that term is defined under the regulations implementing the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (the regulations and statures are hereinafter referred to as "HIPAA"), and are therefore subject to the applicable requirements set forth therein, including, but not limited to: certain limits on uses and disclosures protected health information ("PHI"); providing for access, amendment, accounting, mitigation, and Secretary access; and the requirements to enter into certain contracts

with their "business associates, " as that term is defined under HIPAA. District and Recipient acknowledge that uses and disclosures of PHI under the terms and conditions of this Agreement may be characterized as treatment, payment, or healthcare operations related communications under HIPAA and therefore the parties are not required to enter a "business associate" agreement. Notwithstanding the foregoing, the Recipient shall comply with confidentiality, medical records, and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by Recipient and their personnel, including without limitation HIPAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this GENERAL TERMS, CONDITIONS, AND UNDERTSTANDINGS, the <u>27</u> day of <u>December</u>, 2021,

Mr. Edward Murrell President Winnie Stowell Hospital District

shor Name: Amber Lucia

Title: EMS Coordinator Entity: Winnie-Stowell Volunteer Emergency Medical Services