

# **Exhibit “A-1”**

## Winnie-Stowell Hospital District

05/20/23

## Balance Sheet

Accrual Basis

As of April 30, 2023

	<u>Apr 30, 23</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
100 Prosperity Bank -Checking	265,685.58
104c Stellar Bank -CD#1771	7,029,152.70
105 TexStar	711,556.34
108 Stellar Bank NH Combined	4,750,850.24
109 First Financial Bank	12,184,911.34
Total Checking/Savings	24,942,156.20
Other Current Assets	
110 Sales Tax Receivable	132,417.87
114 Accounts Receivable NH	48,284,816.91
116 - A/R Gulf Cost CHOW - LOC	3,040,000.00
117 NH - QIPP Prog Receivable	13,948,577.55
118 Prepaid Expense	35,694.65
119 Prepaid IGT	8,704,884.10
Total Other Current Assets	74,146,391.08
Total Current Assets	99,088,547.28
Fixed Assets	
120 Equipment	140,654.96
121 Office Building	129,483.00
122 Highway 124 Property	1,197,231.85
123 Highway 124 Building	113,613.00
125 Accumulated Depreciation	-148,854.64
Total Fixed Assets	1,432,128.17
<b>TOTAL ASSETS</b>	<b><u>100,520,675.45</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
190 NH Payables Combined	4,724,139.06
201 NHP Accounts Payable	2,414,929.64
210.22 Loan Payable 22 QIPP 6	13,057,329.45
225 FUTA Tax Payable	112.00
230 SUTA Tax Payable	251.31
235 Payroll Liabilities	1,215.10
240 Accounts Payable NH	57,671,040.13
Total Other Current Liabilities	77,869,016.69
Total Current Liabilities	77,869,016.69
Total Liabilities	77,869,016.69
Equity	
300 Net Assets, Capital, net of	121,283.00
310 Net Assets-Unrestricted	11,217,836.13
315 Committed for Capital Proj	450,000.00
Retained Earnings	6,901,662.64
Net Income	3,960,876.99
Total Equity	22,651,658.76
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>100,520,675.45</u></b>

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

	Jan - Apr 23	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
400 Sales Tax Revenue	259,517.80	770,000.00	-510,482.20	33.7%
405 Investment Income	20,494.27	35,000.00	-14,505.73	58.6%
407 Rental Income	14,000.00	69,500.00	-55,500.00	20.1%
409 Tobacco Settlement	14,398.30	11,000.00	3,398.30	130.9%
415 Nursing Home - QIPP Program	22,080,898.87	64,796,074.68	-42,715,175.81	34.1%
<b>Total Income</b>	<b>22,389,309.24</b>	<b>65,681,574.68</b>	<b>-43,292,265.44</b>	<b>34.1%</b>
<b>Gross Profit</b>	<b>22,389,309.24</b>	<b>65,681,574.68</b>	<b>-43,292,265.44</b>	<b>34.1%</b>
<b>Expense</b>				
500 Admin-Administrative Salary	27,753.88	80,312.00	-52,558.12	34.6%
502 Admin-Administrative Assnt	3,140.75	45,000.00	-41,859.25	7.0%
503 Admin - Staff Incentive Pay	0.00	4,000.00	-4,000.00	0.0%
504 Admin-Administrative PR Tax	2,363.44	10,025.00	-7,661.56	23.6%
505 Admin-Board Bonds	0.00	250.00	-250.00	0.0%
515 Admin-Bank Service Charges	473.20	1,400.00	-926.80	33.8%
521 Professional Fees - Acctng	2,207.50	36,000.00	-33,792.50	6.1%
522 Professional Fees-Auditing	0.00	26,000.00	-26,000.00	0.0%
523 Professional Fees - Legal	4,000.00	25,000.00	-21,000.00	16.0%
550 Admin-D&O / Liability Ins.	390.00	16,000.00	-15,610.00	2.4%
560 Admin-Cont Ed, Travel	0.00	9,000.00	-9,000.00	0.0%
562 Admin-Travel&Mileage Reimb.	5,126.45	200.00	4,926.45	2,563.2%
569 Admin-Meals	297.92	1,500.00	-1,202.08	19.9%
570 Admin-District/County Prom	0.00	5,000.00	-5,000.00	0.0%
571 Admin-Office Supp. & Exp.	1,871.32	10,000.00	-8,128.68	18.7%
572 Admin-Web Site	0.00	1,000.00	-1,000.00	0.0%
573 Admin-Copier Lease/Contract	867.76	3,000.00	-2,132.24	28.9%
575 Admin-Cell Phone Reimburse	450.00	1,800.00	-1,350.00	25.0%
576 Admin-Telephone/Internet	1,131.48	3,500.00	-2,368.52	32.3%
577 - Admin Dues	1,895.00	1,895.00	0.00	100.0%
591 Admin-Notices & Fees	736.00	4,000.00	-3,264.00	18.4%
592 Admin Office Rent	1,360.00	4,080.00	-2,720.00	33.3%
593 Admin-Utilities	1,042.38	4,000.00	-2,957.62	26.1%
594 Admin-Casualty & Windstorm	0.00	2,800.00	-2,800.00	0.0%
597 Admin-Flood Insurance	0.00	1,800.00	-1,800.00	0.0%
598 Admin-Building Maintenance	1,680.00	6,000.00	-4,320.00	28.0%
<b>601 IC-Healthcare Expenses</b>				
601.01a IC Pmt to Hosp-Indigent	288,767.59	288,370.10	397.49	100.1%
601.01b IC Pmt to Coastal (Ind)	0.00	147,316.76	-147,316.76	0.0%
601.02 IC-Non Hosp Costs UTMB	86,864.98	300,000.00	-213,135.02	29.0%
<b>601.03 IC-Non Hosp-Specl Pro</b>				
601.03a Dental	6,873.00	10,500.00	-3,627.00	65.5%
601.03b IC Vision	315.00	1,200.00	-885.00	26.3%
601.04 IC-Non Hosp Cost-Other	5,789.21	12,500.00	-6,710.79	46.3%
601.05 IC - Chairty Care Prog	0.00	25,000.00	-25,000.00	0.0%
<b>Total 601.03 IC-Non Hosp-Specl Pro</b>	<b>12,977.21</b>	<b>49,200.00</b>	<b>-36,222.79</b>	<b>26.4%</b>
<b>Total 601 IC-Healthcare Expenses</b>	<b>388,609.78</b>	<b>784,886.86</b>	<b>-396,277.08</b>	<b>49.5%</b>
602 IC-WCH 1115 Waiver Prog	34,229.89	129,340.00	-95,110.11	26.5%
603 IC-Pharmaceutical Costs	20,417.49	37,600.00	-17,182.51	54.3%
605 IC-Office Supplies/Postage	39.99	2,000.00	-1,960.01	2.0%
<b>607 WSHD - Grants</b>				
600 East Chambers ISD Partnersh	73,333.32	283,643.00	-210,309.68	25.9%
607.01 WCH/RMC	0.00	1,000,000.00	-1,000,000.00	0.0%
<b>607.03 WSVEMS</b>				
607.03c WSVEMS - Salaries	45,312.00	168,800.00	-123,488.00	26.8%
<b>Total 607.03 WSVEMS</b>	<b>45,312.00</b>	<b>168,800.00</b>	<b>-123,488.00</b>	<b>26.8%</b>
<b>607.06 FQHC(Coastal)</b>				
607.06a FQHC	389,817.40			
607.06 FQHC(Coastal) - Other	0.00	914,112.00	-914,112.00	0.0%
<b>Total 607.06 FQHC(Coastal)</b>	<b>389,817.40</b>	<b>914,112.00</b>	<b>-524,294.60</b>	<b>42.6%</b>
<b>607.99 WSHD - Grants Other</b>				
607.99a Marcelous Williams	28,719.05	57,742.12	-29,023.07	49.7%
607.Admin-Cont Ed-Med Pers.	600.56	1,801.68	-1,201.12	33.3%
<b>Total 607.99 WSHD - Grants Other</b>	<b>29,319.61</b>	<b>59,543.80</b>	<b>-30,224.19</b>	<b>49.2%</b>
<b>Total 607 WSHD - Grants</b>	<b>537,782.33</b>	<b>2,426,098.80</b>	<b>-1,888,316.47</b>	<b>22.2%</b>

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

	Jan - Apr 23	Budget	\$ Over Budget	% of Budget
611 IC-Indigent Care Dir Salary	22,474.68	65,264.00	-42,789.32	34.4%
612 IC-Payroll Taxes -Ind Care	1,719.31	5,125.00	-3,405.69	33.5%
615 IC-Software	4,436.00	13,308.00	-8,872.00	33.3%
616 IC-Travel	90.05	600.00	-509.95	15.0%
<b>617 Youth Programs</b>				
617.01 Youth Counseling	5,270.00	25,000.00	-19,730.00	21.1%
617.02 Irlen Program	0.00	600.00	-600.00	0.0%
<b>Total 617 Youth Programs</b>	5,270.00	25,600.00	-20,330.00	20.6%
<b>630 NH Program-Mgt Fees</b>	4,820,435.64	17,446,084.60	-12,625,648.96	27.6%
631 NH Program-IGT	9,690,587.50	31,638,239.32	-21,947,651.82	30.6%
632 NH Program-Telehealth Fees	71,938.59	196,091.32	-124,152.73	36.7%
633 NH Program-Acctg Fees	19,867.50	35,000.00	-15,132.50	56.8%
634 NH Program-Legal Fees	97,741.82	250,000.00	-152,258.18	39.1%
635 NH Program-LTC Fees	960,000.00	3,120,000.00	-2,160,000.00	30.8%
637 NH Program-Interest Expense	1,294,527.05	3,656,575.04	-2,362,047.99	35.4%
638 NH Program-Bank Fees & Misc	55.00	100.00	-45.00	55.0%
639 NH Program-Appraisal	0.00	23,250.00	-23,250.00	0.0%
674 - Property Acquisition	398,281.35	534,062.00	-135,780.65	74.6%
<b>675 HWY 124 Expenses</b>				
675.01 Tony's BBQ Bldg Expenses	0.00	25,000.00	-25,000.00	0.0%
675.02 Clinic Expenses	0.00	10,000.00	-10,000.00	0.0%
<b>Total 675 HWY 124 Expenses</b>	0.00	35,000.00	-35,000.00	0.0%
676 Building-Property Insurance	3,221.20			
Payroll Expenses	0.00			
<b>Total Expense</b>	18,428,512.25	60,727,786.94	-42,299,274.69	30.3%
<b>Net Ordinary Income</b>	3,960,796.99	4,953,787.74	-992,990.75	80.0%
<b>Other Income/Expense</b>				
<b>Other Income</b>				
416 Nursing Home Operations	86,610,623.28			
Covid Provider Relief Funds	0.00			
<b>Total Other Income</b>	86,610,623.28			
<b>Other Expense</b>				
640 Nursing Home Oper. Expenses	86,610,623.28			
<b>Total Other Expense</b>	86,610,623.28			
<b>Net Other Income</b>	0.00			
<b>Net Income</b>	<b>3,960,796.99</b>	<b>4,953,787.74</b>	<b>-992,990.75</b>	<b>80.0%</b>

# **Exhibit “A-2”**

**WSHD Treasurer's Report**

Reporting Date:		Monday, May 22, 2023	Updated:		May 22, 2023
Pending Expenses	For	Amount	Funds Summary	Totals	
Brookshire Brothers	Indigent Care	\$2,447.15	Prosperity Operating (Unrestricted)	\$295,446.19	
Wilcox Pharmacy	Indigent Care	\$1,292.91	First Financial (Unrestricted)	\$7,575,168.30	
UTMB at Galveston	Indigent Care	\$19,168.26	First Financial (Restricted)	\$8,011,906.48	
UTMB Faculty Group	Indigent Care	\$656.32	TexStar	\$711,556.34	
Thompson Outpatient Clinic	Indigent Care	\$1,416.60	Allegiance Bank CD Balance	\$7,029,152.70	
Barrier Reef EM Phy	Indigent Care	\$121.20	Total District Funds	<b>\$23,623,230.01</b>	
Alliance Medical Service	Indigent Care	\$430.00	Less First Financial (Restricted)	(\$8,011,906.48)	
Indigent Healthcare Solutions	IC Inv#75780	\$1,109.00	Less TexStar Reserve Account	(\$711,556.34)	
Omnipoint Health-Dental	SP Program	\$2,238.00	Less LOC Outstanding	\$0.00	
\$25 Optical	SP Program	\$100.00	Less Committed Funds (See Total Commitment)	(\$3,833,249.68)	
Penelope (Polly) Butler	Youth Counseling	\$170.00	Cash Position (Less First Financial Restricted)	<b>\$11,066,517.51</b>	
Nicki Holtzman	Youth Counseling	\$850.00	Pending Expenses	(\$326,090.03)	
Kalos Counseling (Benjamin Odom)	Youth Counseling	\$595.00	Ending Balance (Cash Position-Pending Expenses)	<b>\$10,740,427.48</b>	
Benckenstein & Oxford	Inv #50789	\$30,290.00	Total Funds (Ending Balance+LOC Outstanding+QIPP Funds Outstanding+Committed Funds)	<b>\$20,340,284.39</b>	
Hubert Oxford	Legal Retainer	\$1,000.00	<b>Prior Month</b>		
Makayla Vidal	Inv #00018	\$7,262.50	Prosperity Operating (Unrestricted)	\$736,707.28	
Technology Solutions of Tx	Inv #1772	\$75.00	First Financial (Unrestricted)	\$9,368,022.92	
Felipe Ojedia-Yard Service	Inv #1037	\$450.00	First Financial (Restricted)	\$17,462,907.12	
Graciela Chavez-Office Cleaning	Inv #965958	\$120.00	TexStar	\$708,743.93	
WSVEMS	Grant Inv	\$11,520.00	Allegiance Bank LOC (Available)	\$29,152.70	
American Education Services	S Stern-Student Loan	\$150.14	Total District Funds	<b>\$28,305,533.95</b>	
Fittz & Shipman	Inv #0085736	\$750.00	Less First Financial (Restricted)	(\$17,462,907.12)	
JB Construction	Inv #014	\$4,420.00	Less TexStar Reserve Account	(\$708,743.93)	
Chambers Cty PHD ER	Indigent Care	\$11,189.30	Less Committed Funds (See below)	(\$4,593,249.68)	
Radiology Associates	Indigent Care	\$82.60	Cash Position (Less First Financial Restricted)	<b>\$5,540,633.22</b>	
Bee Clean	Inv #27029 (Wash Bldg)	\$450.00	Pending Expenses	(\$471,823.15)	
Coastal Gateway	Grant Apr 2023 Request	\$73,303.35	Ending Balance (Less expenses-Available Cash, not Committed)	<b>\$5,068,810.07</b>	
VMG Health	Inv #0058737	\$49,029.25	Total Funds (Ending Balance+LOC Outstanding+QIPP Funds Outstanding+CHOW Loan)	<b>\$19,975,789.40</b>	
Philadelphia Ins	Inv #2005671577 (D&O Ins)	\$15,493.00			
Ramtech	Inc #8510 Final Pmt	\$17,937.00			
AEJ Construction	Inv 5147 3rd Draw	\$48,708.45			
(Pending)					
Elite Plumbing (balance due on completion)	Inv#8265 (pd 19285.00)	\$8,265.00			
Vaughn's AC (balance due on completion)	Inv #WO-0259	\$15,000.00			
<b>Total Pending Expenses:</b>		<b>\$326,090.03</b>			
<b>First Financial Bank Reconciliations</b>					
<b>FFB Balance</b>		<b>\$15,587,074.78</b>			
	<b>Restricted Funds</b>		<b>Total Scheduled Payment</b>	<b>Balance Received</b>	<b>Balance Due</b>
				<b>Due to District</b>	
<b>Yr. 6, Component 1-IGT 11 (First Half)</b>					
March (2nd Half)		\$1,825,769.68	\$2,507,629.10	\$1,825,769.68	\$681,859.42
<b>Total Component 1, IGT 10</b>		<b>\$1,825,769.68</b>	<b>\$2,507,629.10</b>	<b>\$1,825,769.68</b>	<b>\$681,859.42</b>
<b>Loan 22 Set Aside (Salt Creek &amp; Allegiance)</b>					
March (2nd Half)		\$1,825,769.68	\$2,507,629.10	\$1,825,769.68	\$681,859.42
<b>Total Loan Set Aside</b>		<b>\$1,825,769.68</b>	<b>\$2,507,629.10</b>	<b>\$1,825,769.68</b>	<b>\$681,859.42</b>
<b>Yr. 6, Component 2 (Public &amp; Private)</b>					
Q2-Comp. 2-December	\$346,309.49	\$644,659.92	\$644,659.92	\$0.00	\$298,350.43
Q2-Comp. 2-January	\$342,309.24	\$636,659.41	\$636,659.41	\$0.00	\$294,350.18
Q2-Comp. 2-February	\$362,237.79	\$676,516.51	\$676,516.51	\$0.00	\$314,278.73
Q3-Comp. 2-March	\$249,857.71	\$680,206.88	\$451,756.35	\$228,450.53	\$201,898.65
<b>Total Component 2 due to MGRs.</b>		<b>\$1,300,714.22</b>	<b>\$2,638,042.72</b>	<b>\$2,409,592.19</b>	<b>\$1,108,877.98</b>
<b>Yr. 6, Component 3 (Public &amp; Private)</b>					
Yr. 6, Component 3 Qtr 2 (Dec. to Feb. )	\$860,517.18	\$2,586,932.40	\$1,721,034.35	\$865,898.05	\$860,517.18
<b>Total Component 3 due to MGRs</b>		<b>\$860,517.18</b>	<b>\$2,586,932.40</b>	<b>\$1,721,034.35</b>	<b>\$865,898.05</b>
<b>Yr. 6, Component 4 (Public Only)</b>					
Yr. 6, Component 4 Q2 (Dec. to Feb. )	\$475,952.55	\$1,266,510.69	\$951,905.09	\$314,605.60	\$475,952.55
<b>Total Component 4 due to MGRs</b>		<b>\$475,952.55</b>	<b>\$1,266,510.69</b>	<b>\$951,905.09</b>	<b>\$314,605.60</b>
<b>Yr. 6, Lapse Funds</b>					
Yr. 6, Component Lapse Q2 (Dec. to Feb. )	\$680,775.37	\$2,031,299.17	\$1,361,550.74	\$669,748.43	\$680,775.37
<b>Total Lapse Funds 4 due to MGRs</b>		<b>\$680,775.37</b>	<b>\$2,031,299.17</b>	<b>\$1,361,550.74</b>	<b>\$669,748.43</b>
<b>Cash Flow Timing Adjustment</b>	<b>(\$140,822.99)</b>	<b>\$281,645.97</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$140,822.99</b>

<b>Variance Payments</b>					
Variance December	\$26,979.48	\$53,958.96	\$53,958.96	\$0.00	\$26,979.48
Variance January	(\$2,177.98)	(\$4,355.96)	(\$4,355.96)	\$0.00	(\$2,177.98)
Variance February	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Variance March	(\$630.96)	\$241,386.05	(\$1,261.92)	\$242,647.97	(\$630.96)
Variance for QIPP Yr. 6, Qtr. 2 Payment	\$14,808.57	\$37,311.82	\$29,617.14	\$7,694.68	\$14,808.57
<b>Variance Payment Totals</b>	<b>\$38,979.11</b>	<b>\$328,300.87</b>	<b>\$77,958.22</b>	<b>\$250,342.65</b>	<b>\$38,979.11</b>
<b>Adjustment &amp; Refund Payments (Net of Mission, Red Oak, and Texarkana)</b>					
QIPP Yr. 5 Adjustment	\$1,135,220.16	\$1,680,944.95	\$1,680,944.95	\$0.00	\$545,724.78
QIPP Yr. 5-Component 1 Reconciliation	(\$727,203.78)	(1,029,888.23)	(\$1,029,888.23)	\$0.00	(\$302,684.45)
QIPP Yr. 5-IGT Reconciliation	\$1,970,029.01	\$3,940,058.10	\$3,940,058.10	\$0.00	\$1,970,029.09
<b>Total Adjustment &amp; Reconciliation Payment</b>	<b>\$2,378,045.39</b>	<b>\$4,591,114.82</b>	<b>\$4,591,114.82</b>	<b>\$0.00</b>	<b>\$2,213,069.43</b>
<b>Adjustment &amp; Refund Payments (Mission, Red Oak, and Texarkana)</b>					
QIPP Yr. 5 Adjustment	\$136,833.32	\$136,833.32	\$0.00	\$136,833.32	\$0.00
QIPP Yr. 5-Component 1 Reconciliation	(\$349,997.75)	(\$349,997.75)	\$0.00	(\$349,997.75)	\$0.00
QIPP Yr. 5-IGT Reconciliation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Adjustment &amp; Reconciliation Payment</b>	<b>(\$213,164.43)</b>	<b>(\$213,164.43)</b>	<b>\$0.00</b>	<b>(\$213,164.43)</b>	<b>\$0.00</b>
<b>Non-QIPP Funds</b>	<b>\$94,656.00</b>				
<b>Interest Reserves</b>					
Salt Creek Loan Origination Fee	\$116,944.93				
QIPP Yr. 7, June IGT Origination Fee	\$593,539.48				
<b>Total Reserves</b>	<b>\$710,484.41</b>				
<b>Restricted</b>	<b>\$8,011,906.48</b>				
<b>Unrestricted</b>	<b>\$7,575,168.30</b>				
<b>Total Funds</b>	<b>\$15,587,074.78</b>				
<b>Committed Funds</b>					
	<b>Commitment</b>	<b>Amount of Commitment</b>	<b>Paid</b>	<b>Balance Outstanding</b>	
1. FQHC Grant Funding-2023		\$914,112.00	\$280,862.32	\$633,249.68	
2. Hospital-DY 8 Repayment		\$0.00	\$0.00	\$0.00	
3. Interim Working Capital Loan		\$7,000,000.00	\$3,800,000.00	\$3,200,000.00	
<b>Total Commitments</b>		<b>\$7,914,112.00</b>	<b>\$4,080,862.32</b>	<b>\$3,833,249.68</b>	
<b>Gulf Coast Interim Working Capital Loan</b>	<b>\$7,000,000.00</b>				
		<b>Amount Advanced</b>	<b>Line of Credit Used</b>		
Tuesday, January 10, 2023		\$760,000.00	\$6,240,000.00		
Friday, February 10, 2023		\$760,000.00	\$5,480,000.00		
Thursday, March 9, 2023		\$760,000.00	\$5,480,000.00		
Friday, April 7, 2023		\$760,000.00	\$3,960,000.00		
Tuesday, May 9, 2023		\$760,000.00	\$3,200,000.00		
Thursday, June 8, 2023					
Friday, July 7, 2023					
Wednesday, August 9, 2023					
Thursday, August 24, 2023					
Friday, September 8, 2023					
		<b>\$3,800,000.00</b>	<b>\$3,200,000.00</b>		
<b>11 Month Outstanding Short Term Revenue Note-Loan 22 (November 30, 2022-Oct. 30, 2023)</b>					
					<b>2nd Half of QIPP Year 6</b>
<b>Loan 22-Principle</b>	\$13,057,329.45		<b>Reserve</b>	\$182,802.61	
<b>Interest</b>	16.80%				
<b>Amortization Table</b>	<b>Date</b>	<b>Balance</b>	<b>Interest</b>	<b>Principal Rcvd.</b>	<b>Payment</b>
1	12/30/2022	\$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	\$2,459,652.05	\$2,642,454.66
6-(April 2023, Comp. 1) Payoff	5/31/2023	\$10,597,677.40	\$182,802.61	\$10,597,677.40	\$10,780,480.01
7-(May 2023, Comp. 1)	6/30/2023		\$182,802.61	\$0.00	\$182,802.61
8-(June 2023 Comp. 1)	7/31/2023		\$182,802.61	\$0.00	\$182,802.61
9 (July 2023, Comp. 1)	8/31/2023		\$182,802.61	\$0.00	\$182,802.61
10 (Aug. 2023, Comp. 1)	9/30/2023		\$182,802.61	\$0.00	\$182,802.61
11	10/30/2023	\$0.00	\$182,802.61	\$0.00	\$182,802.61
<b>Amount Paid</b>		\$0.00	<b>\$2,010,828.71</b>	<b>\$13,057,329.45</b>	<b>\$15,068,158.16</b>
<b>Amount Due: October 31, 2021</b>			<b>\$2,010,828.71</b>	<b>\$13,057,329.45</b>	<b>\$15,068,158.16</b>
<b>Amount Remaining</b>				<b>(\$0.00)</b>	<b>(\$0.00)</b>

**5 Month Outstanding Short Term Revenue Note  
Buyout of Loan 22 and Termination Payment for Salt Creek**

<b>Annual Interest Rate</b>	8.25%	<b>Payments Per Year</b>	5	<b>Origination Fee</b>	\$116,944.93
<b>Years</b>	1	<b>Amount</b>	\$11,694,493.48		
<b>Amortization Table</b>	<b>Component Payment</b>	<b>Principle</b>	<b>Interest</b>	<b>Payment</b>	<b>Balance</b>
1-June 30, 2023 (April & May 2023, Comp. 1) Payoff	\$4,844,394.47	(\$2,338,898.70)	(\$80,399.64)	(\$2,419,298.34)	\$9,355,594.78
2-July 31, 2023 (June 2023, Comp. 1)	\$2,532,970.30	(\$2,338,898.70)	(\$64,319.71)	(\$2,403,218.41)	\$7,016,696.09
3-August 31, 2023 (July 2023 Comp. 1)	\$2,435,432.90	(\$2,338,898.70)	(\$48,239.79)	(\$2,387,138.49)	\$4,677,797.39
4-September 30, 2023 (August 2023, Comp. 1)	\$1,881,695.80	(\$2,338,898.70)	(\$32,159.86)	(\$2,371,058.56)	\$2,338,898.70
5-October 31, 2023 (Aug. 2023, Comp. 1)		(\$2,338,898.70)	(\$16,079.93)	(\$2,354,978.63)	\$0.00
<b>Amount Paid</b>	\$11,694,493.48		(\$241,198.93)	(\$11,935,692.41)	\$0.00

**First Financial Bank-11 Month Outstanding Short Term Revenue Note-Loan 23 (June 2023-May 31, 2023)  
1st Half of Year 7**

<b>Annual Interest Rate</b>	8.25%	<b>Payments Per Year</b>	11	<b>Origination Fee</b>	\$143,539.48
<b>Years</b>	1	<b>Amount</b>	\$14,353,948.46	<b>Salt Creek Original Fee</b>	\$450,000.00
					<b>\$593,539.48</b>
<b>Amortization Table</b>	<b>Component Payment</b>	<b>Principle</b>	<b>Interest</b>	<b>Payment</b>	<b>Balance</b>
1-June 30, 2023			(\$98,683.40)	(\$98,683.40)	\$14,353,948.46
2-July 31, 2023			(\$98,683.40)	(\$98,683.40)	\$14,353,948.46
3-August 31, 2023			(\$98,683.40)	(\$98,683.40)	\$14,353,948.46
4-September 30, 2023			(\$98,683.40)	(\$98,683.40)	\$14,353,948.46
5-October 31, 2023 (September, Comp. 1)	\$2,252,580.63	(\$2,392,324.74)	(\$98,683.40)	(\$2,491,008.14)	\$11,961,623.72
6-November 31, 2023 (October, Comp. 1)	\$2,298,308.31	(\$2,392,324.74)	(\$82,236.16)	(\$2,474,560.91)	\$9,569,298.98
7-December 31, 2023 (November, Comp. 1)	\$2,322,357.95	(\$2,392,324.74)	(\$65,788.93)	(\$2,458,113.67)	\$7,176,974.23
8-January 31, 2024 (December, Comp. 1)	\$2,393,223.56	(\$2,392,324.74)	(\$49,341.70)	(\$2,441,666.44)	\$4,784,649.49
9-February 28, 2024 (January, Comp. 1)	\$2,343,214.45	(\$2,392,324.74)	(\$32,894.47)	(\$2,425,219.21)	\$2,392,324.74
10-March 31, 2024 (February, Comp. 1)	\$2,299,429.86	(\$2,392,324.74)	(\$16,447.23)	(\$2,408,771.98)	\$0.00
11-April 30, 2024 (Shortfall)	\$444,833.71			\$0.00	\$0.00
<b>Amount Paid</b>	\$14,353,948.47	(\$14,353,948.46)	(\$740,125.47)	(\$15,094,073.93)	

**Allegiance Bank Line of Credit**

<b>Balance:</b>	\$7,000,000.00	<b>Principle Balance Owed</b>	\$7,000,000.00	<b>Payoff as if April 20, 2023:</b>	\$7,013,883.34
-----------------	----------------	-------------------------------	----------------	-------------------------------------	----------------

**District's Investments**

	<b>Amount</b>	<b>Percentage</b>	<b>From</b>	<b>To</b>	<b>Interest</b>
*CD at Allegiance Bank C.D. #1771 (Maturity Date May 23,2023)	\$7,029,152.70	0.55%	2/1/2023	2/28/2023	Paid Quarterly Feb 23
Texstar C.D. #1110	\$711,556.34	4.8292%	4/1/2023	4/30/2023	Paid \$2,812.41 Aor 2023

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

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

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

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

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



# **Exhibit “A-3”**

**WSHD Treasurer's Report**

Reporting Date:		Monday, May 22, 2023	Updated:		May 22, 2023
Pending Expenses	For	Amount	Funds Summary	Totals	
Brookshire Brothers	Indigent Care	\$2,447.15	Prosperity Operating (Unrestricted)	\$295,446.19	
Wilcox Pharmacy	Indigent Care	\$1,292.91	First Financial (Unrestricted)	\$7,575,168.30	
UTMB at Galveston	Indigent Care	\$19,168.26	First Financial (Restricted)	\$8,011,906.48	
UTMB Faculty Group	Indigent Care	\$656.32	TexStar	\$711,556.34	
Thompson Outpatient Clinic	Indigent Care	\$1,416.60	Allegiance Bank CD Balance	\$7,029,152.70	
Barrier Reef EM Phy	Indigent Care	\$121.20	Total District Funds	<b>\$23,623,230.01</b>	
Alliance Medical Service	Indigent Care	\$430.00	Less First Financial (Restricted)	(\$8,011,906.48)	
Indigent Healthcare Solutions	IC Inv#75780	\$1,109.00	Less TexStar Reserve Account	(\$711,556.34)	
Omnipoint Health-Dental	SP Program	\$2,238.00	Less LOC Outstanding	\$0.00	
\$25 Optical	SP Program	\$100.00	Less Committed Funds (See Total Commitment)	(\$3,833,249.68)	
Penelope (Polly) Butler	Youth Counseling	\$170.00	Cash Position (Less First Financial Restricted)	<b>\$11,066,517.51</b>	
Nicki Holtzman	Youth Counseling	\$850.00	Pending Expenses	(\$326,090.03)	
Kalos Counseling (Benjamin Odom)	Youth Counseling	\$595.00	Ending Balance (Cash Position-Pending Expenses)	<b>\$10,740,427.48</b>	
Benckenstein & Oxford	Inv #50789	\$30,290.00	Total Funds (Ending Balance+LOC Outstanding+QIPP Funds Outstanding+Committed Funds)	<b>\$20,340,284.39</b>	
Hubert Oxford	Legal Retainer	\$1,000.00	<b>Prior Month</b>		
Makayla Vidal	Inv #00018	\$7,262.50	Prosperity Operating (Unrestricted)	\$736,707.28	
Technology Solutions of Tx	Inv #1772	\$75.00	First Financial (Unrestricted)	\$9,368,022.92	
Felipe Ojedia-Yard Service	Inv #1037	\$450.00	First Financial (Restricted)	\$17,462,907.12	
Graciela Chavez-Office Cleaning	Inv #965958	\$120.00	TexStar	\$708,743.93	
WSVEMS	Grant Inv	\$11,520.00	Allegiance Bank LOC (Available)	\$29,152.70	
American Education Services	S Stern-Student Loan	\$150.14	Total District Funds	<b>\$28,305,533.95</b>	
Fittz & Shipman	Inv #0085736	\$750.00	Less First Financial (Restricted)	(\$17,462,907.12)	
JB Construction	Inv #014	\$4,420.00	Less TexStar Reserve Account	(\$708,743.93)	
Chambers Cty PHD ER	Indigent Care	\$11,189.30	Less Committed Funds (See below)	(\$4,593,249.68)	
Radiology Associates	Indigent Care	\$82.60	Cash Position (Less First Financial Restricted)	<b>\$5,540,633.22</b>	
Bee Clean	Inv #27029 (Wash Bldg)	\$450.00	Pending Expenses	(\$471,823.15)	
Coastal Gateway	Grant Apr 2023 Request	\$73,303.35	Ending Balance (Less expenses-Available Cash, not Committed)	<b>\$5,068,810.07</b>	
VMG Health	Inv #0058737	\$49,029.25	Total Funds (Ending Balance+LOC Outstanding+QIPP Funds Outstanding+CHOW Loan)	<b>\$19,975,789.40</b>	
Philadelphia Ins	Inv #2005671577 (D&O Ins)	\$15,493.00			
Ramtech	Inc #8510 Final Pmt	\$17,937.00			
AEJ Construction	Inv 5147 3rd Draw	\$48,708.45			
(Pending)					
Elite Plumbing (balance due on completion)	Inv#8265 (pd 19285.00)	\$8,265.00			
Vaughn's AC (balance due on completion)	Inv #WO-0259	\$15,000.00			
<b>Total Pending Expenses:</b>		<b>\$326,090.03</b>			
<b>First Financial Bank Reconciliations</b>					
<b>FFB Balance</b>		<b>\$15,587,074.78</b>			
	<b>Restricted Funds</b>		<b>Total Scheduled Payment</b>	<b>Balance Received</b>	<b>Balance Due</b>
				<b>Due to District</b>	
<b>Yr. 6, Component 1-IGT 11 (First Half)</b>					
March (2nd Half)		\$1,825,769.68	\$2,507,629.10	\$1,825,769.68	\$681,859.42
<b>Total Component 1, IGT 10</b>		<b>\$1,825,769.68</b>	<b>\$2,507,629.10</b>	<b>\$1,825,769.68</b>	<b>\$681,859.42</b>
<b>Loan 22 Set Aside (Salt Creek &amp; Allegiance)</b>					
March (2nd Half)		\$1,825,769.68	\$2,507,629.10	\$1,825,769.68	\$681,859.42
<b>Total Loan Set Aside</b>		<b>\$1,825,769.68</b>	<b>\$2,507,629.10</b>	<b>\$1,825,769.68</b>	<b>\$681,859.42</b>
<b>Yr. 6, Component 2 (Public &amp; Private)</b>					
Q2-Comp. 2-December	\$346,309.49	\$644,659.92	\$644,659.92	\$0.00	\$298,350.43
Q2-Comp. 2-January	\$342,309.24	\$636,659.41	\$636,659.41	\$0.00	\$294,350.18
Q2-Comp. 2-February	\$362,237.79	\$676,516.51	\$676,516.51	\$0.00	\$314,278.73
Q3-Comp. 2-March	\$249,857.71	\$680,206.88	\$451,756.35	\$228,450.53	\$201,898.65
<b>Total Component 2 due to MGRs.</b>		<b>\$1,300,714.22</b>	<b>\$2,638,042.72</b>	<b>\$2,409,592.19</b>	<b>\$1,108,877.98</b>
<b>Yr. 6, Component 3 (Public &amp; Private)</b>					
Yr. 6, Component 3 Qtr 2 (Dec. to Feb. )	\$860,517.18	\$2,586,932.40	\$1,721,034.35	\$865,898.05	\$860,517.18
<b>Total Component 3 due to MGRs</b>		<b>\$860,517.18</b>	<b>\$2,586,932.40</b>	<b>\$1,721,034.35</b>	<b>\$865,898.05</b>
<b>Yr. 6, Component 4 (Public Only)</b>					
Yr. 6, Component 4 Q2 (Dec. to Feb. )	\$475,952.55	\$1,266,510.69	\$951,905.09	\$314,605.60	\$475,952.55
<b>Total Component 4 due to MGRs</b>		<b>\$475,952.55</b>	<b>\$1,266,510.69</b>	<b>\$951,905.09</b>	<b>\$314,605.60</b>
<b>Yr. 6, Lapse Funds</b>					
Yr. 6, Component Lapse Q2 (Dec. to Feb. )	\$680,775.37	\$2,031,299.17	\$1,361,550.74	\$669,748.43	\$680,775.37
<b>Total Lapse Funds 4 due to MGRs</b>		<b>\$680,775.37</b>	<b>\$2,031,299.17</b>	<b>\$1,361,550.74</b>	<b>\$669,748.43</b>
<b>Cash Flow Timing Adjustment</b>	<b>(\$140,822.99)</b>	<b>\$281,645.97</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$140,822.99</b>

<b>Variance Payments</b>					
Variance December	\$26,979.48	\$53,958.96	\$53,958.96	\$0.00	\$26,979.48
Variance January	(\$2,177.98)	(\$4,355.96)	(\$4,355.96)	\$0.00	(\$2,177.98)
Variance February	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Variance March	(\$630.96)	\$241,386.05	(\$1,261.92)	\$242,647.97	(\$630.96)
Variance for QIPP Yr. 6, Qtr. 2 Payment	\$14,808.57	\$37,311.82	\$29,617.14	\$7,694.68	\$14,808.57
<b>Variance Payment Totals</b>	<b>\$38,979.11</b>	<b>\$328,300.87</b>	<b>\$77,958.22</b>	<b>\$250,342.65</b>	<b>\$38,979.11</b>
<b>Adjustment &amp; Refund Payments (Net of Mission, Red Oak, and Texarkana)</b>					
QIPP Yr. 5 Adjustment	\$1,135,220.16	\$1,680,944.95	\$1,680,944.95	\$0.00	\$545,724.78
QIPP Yr. 5-Component 1 Reconciliation	(\$727,203.78)	(1,029,888.23)	(\$1,029,888.23)	\$0.00	(\$302,684.45)
QIPP Yr. 5-IGT Reconciliation	\$1,970,029.01	\$3,940,058.10	\$3,940,058.10	\$0.00	\$1,970,029.09
<b>Total Adjustment &amp; Reconciliation Payment</b>	<b>\$2,378,045.39</b>	<b>\$4,591,114.82</b>	<b>\$4,591,114.82</b>	<b>\$0.00</b>	<b>\$2,213,069.43</b>
<b>Adjustment &amp; Refund Payments (Mission, Red Oak, and Texarkana)</b>					
QIPP Yr. 5 Adjustment	\$136,833.32	\$136,833.32	\$0.00	\$136,833.32	\$0.00
QIPP Yr. 5-Component 1 Reconciliation	(\$349,997.75)	(\$349,997.75)	\$0.00	(\$349,997.75)	\$0.00
QIPP Yr. 5-IGT Reconciliation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Adjustment &amp; Reconciliation Payment</b>	<b>(\$213,164.43)</b>	<b>(\$213,164.43)</b>	<b>\$0.00</b>	<b>(\$213,164.43)</b>	<b>\$0.00</b>
<b>Non-QIPP Funds</b>	<b>\$94,656.00</b>				
<b>Interest Reserves</b>					
Salt Creek Loan Origination Fee	\$116,944.93				
QIPP Yr. 7, June IGT Origination Fee	\$593,539.48				
<b>Total Reserves</b>	<b>\$710,484.41</b>				
<b>Restricted</b>	<b>\$8,011,906.48</b>				
<b>Unrestricted</b>	<b>\$7,575,168.30</b>				
<b>Total Funds</b>	<b>\$15,587,074.78</b>				
<b>Committed Funds</b>					
	<b>Commitment</b>	<b>Amount of Commitment</b>	<b>Paid</b>	<b>Balance Outstanding</b>	
1. FQHC Grant Funding-2023		\$914,112.00	\$280,862.32	\$633,249.68	
2. Hospital-DY 8 Repayment		\$0.00	\$0.00	\$0.00	
3. Interim Working Capital Loan		\$7,000,000.00	\$3,800,000.00	\$3,200,000.00	
<b>Total Commitments</b>		<b>\$7,914,112.00</b>	<b>\$4,080,862.32</b>	<b>\$3,833,249.68</b>	
<b>Gulf Coast Interim Working Capital Loan</b>	<b>\$7,000,000.00</b>				
		<b>Amount Advanced</b>	<b>Line of Credit Used</b>		
Tuesday, January 10, 2023		\$760,000.00	\$6,240,000.00		
Friday, February 10, 2023		\$760,000.00	\$5,480,000.00		
Thursday, March 9, 2023		\$760,000.00	\$5,480,000.00		
Friday, April 7, 2023		\$760,000.00	\$3,960,000.00		
Tuesday, May 9, 2023		\$760,000.00	\$3,200,000.00		
Thursday, June 8, 2023					
Friday, July 7, 2023					
Wednesday, August 9, 2023					
Thursday, August 24, 2023					
Friday, September 8, 2023					
		<b>\$3,800,000.00</b>	<b>\$3,200,000.00</b>		
<b>11 Month Outstanding Short Term Revenue Note-Loan 22 (November 30, 2022-Oct. 30, 2023)</b>					
					<b>2nd Half of QIPP Year 6</b>
<b>Loan 22-Principle</b>	\$13,057,329.45		<b>Reserve</b>	\$182,802.61	
<b>Interest</b>	16.80%				
<b>Amortization Table</b>	<b>Date</b>	<b>Balance</b>	<b>Interest</b>	<b>Principal Rcvd.</b>	<b>Payment</b>
1	12/30/2022	\$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	\$2,459,652.05	\$2,642,454.66
6-(April 2023, Comp. 1) Payoff	5/31/2023	\$10,597,677.40	\$182,802.61	\$10,597,677.40	\$10,780,480.01
7-(May 2023, Comp. 1)	6/30/2023		\$182,802.61	\$0.00	\$182,802.61
8-(June 2023 Comp. 1)	7/31/2023		\$182,802.61	\$0.00	\$182,802.61
9 (July 2023, Comp. 1)	8/31/2023		\$182,802.61	\$0.00	\$182,802.61
10 (Aug. 2023, Comp. 1)	9/30/2023		\$182,802.61	\$0.00	\$182,802.61
11	10/30/2023	\$0.00	\$182,802.61	\$0.00	\$182,802.61
<b>Amount Paid</b>		\$0.00	<b>\$2,010,828.71</b>	<b>\$13,057,329.45</b>	<b>\$15,068,158.16</b>
<b>Amount Due: October 31, 2021</b>			<b>\$2,010,828.71</b>	<b>\$13,057,329.45</b>	<b>\$15,068,158.16</b>
<b>Amount Remaining</b>				<b>(\$0.00)</b>	<b>(\$0.00)</b>

**5 Month Outstanding Short Term Revenue Note  
Buyout of Loan 22 and Termination Payment for Salt Creek**

<b>Annual Interest Rate</b>	8.25%	<b>Payments Per Year</b>	5	<b>Origination Fee</b>	\$116,944.93
<b>Years</b>	1	<b>Amount</b>	\$11,694,493.48		
<b>Amortization Table</b>	<b>Component Payment</b>	<b>Principle</b>	<b>Interest</b>	<b>Payment</b>	<b>Balance</b>
1-June 30, 2023 (April & May 2023, Comp. 1) Payoff	\$4,844,394.47	(\$2,338,898.70)	(\$80,399.64)	(\$2,419,298.34)	\$9,355,594.78
2-July 31, 2023 (June 2023, Comp. 1)	\$2,532,970.30	(\$2,338,898.70)	(\$64,319.71)	(\$2,403,218.41)	\$7,016,696.09
3-August 31, 2023 (July 2023 Comp. 1)	\$2,435,432.90	(\$2,338,898.70)	(\$48,239.79)	(\$2,387,138.49)	\$4,677,797.39
4 September 30, 2023 (August 2023, Comp. 1)	\$1,881,695.80	(\$2,338,898.70)	(\$32,159.86)	(\$2,371,058.56)	\$2,338,898.70
5 October 31, 2023 (Aug. 2023, Comp. 1)		(\$2,338,898.70)	(\$16,079.93)	(\$2,354,978.63)	\$0.00
<b>Amount Paid</b>	\$11,694,493.48		(\$241,198.93)	(\$11,935,692.41)	\$0.00

**First Financial Bank-11 Month Outstanding Short Term Revenue Note-Loan 23 (June 2023-May 31, 2023)  
1st Half of Year 7**

<b>Annual Interest Rate</b>	8.25%	<b>Payments Per Year</b>	11	<b>Origination Fee</b>	\$143,539.48
<b>Years</b>	1	<b>Amount</b>	\$14,353,948.46	<b>Salt Creek Original Fee</b>	\$450,000.00
					<b>\$593,539.48</b>
<b>Amortization Table</b>	<b>Component Payment</b>	<b>Principle</b>	<b>Interest</b>	<b>Payment</b>	<b>Balance</b>
1-June 30, 2023			(\$98,683.40)	(\$98,683.40)	\$14,353,948.46
2-July 31, 2023			(\$98,683.40)	(\$98,683.40)	\$14,353,948.46
3-August 31, 2023			(\$98,683.40)	(\$98,683.40)	\$14,353,948.46
4-September 30, 2023			(\$98,683.40)	(\$98,683.40)	\$14,353,948.46
5-October 31, 2023 (September, Comp. 1)	\$2,252,580.63	(\$2,392,324.74)	(\$98,683.40)	(\$2,491,008.14)	\$11,961,623.72
6-November 31, 2023 (October, Comp. 1)	\$2,298,308.31	(\$2,392,324.74)	(\$82,236.16)	(\$2,474,560.91)	\$9,569,298.98
7-December 31, 2023 (November, Comp. 1)	\$2,322,357.95	(\$2,392,324.74)	(\$65,788.93)	(\$2,458,113.67)	\$7,176,974.23
8-January 31, 2024 (December, Comp. 1)	\$2,393,223.56	(\$2,392,324.74)	(\$49,341.70)	(\$2,441,666.44)	\$4,784,649.49
9-February 28, 2024 (January, Comp. 1)	\$2,343,214.45	(\$2,392,324.74)	(\$32,894.47)	(\$2,425,219.21)	\$2,392,324.74
10 March 31, 2024 (February, Comp. 1)	\$2,299,429.86	(\$2,392,324.74)	(\$16,447.23)	(\$2,408,771.98)	\$0.00
11-April 30, 2024 (Shortfall)	\$444,833.71			\$0.00	\$0.00
<b>Amount Paid</b>	\$14,353,948.47	(\$14,353,948.46)	(\$740,125.47)	(\$15,094,073.93)	

**Allegiance Bank Line of Credit**

<b>Balance:</b>	\$7,000,000.00	<b>Principle Balance Owed</b>	\$7,000,000.00	<b>Payoff as if April 20, 2023:</b>	\$7,013,883.34
-----------------	----------------	-------------------------------	----------------	-------------------------------------	----------------

**District's Investments**

	<b>Amount</b>	<b>Percentage</b>	<b>From</b>	<b>To</b>	<b>Interest</b>
*CD at Allegiance Bank C.D. #1771 (Maturity Date May 23,2023)	\$7,029,152.70	0.55%	2/1/2023	2/28/2023	Paid Quarterly Feb 23
Texstar C.D. #1110	\$711,556.34	4.8292%	4/1/2023	4/30/2023	Paid \$2,812.41 Aor 2023

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

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

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

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

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

# **Exhibit “A-4”**



Edward Murrell, President  
Winnie Stowell Hospital District  
PO Box 1997  
Williams, Texas 77665

Re: Letter Agreement Related to QIPP Year 5 Funds for Red Oak Health and Rehabilitation Center (Red Oak) and Mission Nursing and Rehabilitation Center (Mission)

Dear Mr. Murrell:

As of October 1, 2021, the Winnie Stowell Hospital District ("District") acquired eleven (11) nursing facilities through the Texas Health and Human Services Commission's ("HHSC") Change of Ownership ("CHOW") process and entered into leases for these facilities. These eleven (11) facilities were the subject of the *In Re Abri* bankruptcy, Case No. 21-30700, which was filed in the Northern District of Texas bankruptcy court ("Abri Facilities"). Affiliates of HMG Partners III, LLC ("HMG") manage each of the Abri Facilities. HMG is the sole member of each of the eleven HMG affiliates.

Prior to the CHOW of the Abri Facilities, two of the facilities, Mission and Red Oak, participated in the Quality Improvement Payment Program ("QIPP") as private nursing facilities. In QIPP Year 6, which starts on September 1, 2022, all Abri Facilities are going to participate in QIPP as non-state government owned (NSGO) nursing facilities the District operates and HMG manages.

As private facilities participating in QIPP Year 4, Red Oak and Mission received Component 2 and 3 funds as well as Adjustments or Variance payments. Nevertheless, even though the two (2) facilities were not enrolled in QIPP Year 5 as NSGO operated entities, starting in October 2021, the District began receiving September 2021 Component 1 fund payments on their behalf. Since then, the District has received, on behalf of Red Oak and Mission, Component 1 and 2 payments for October through the present and Component 3, 4, and Lapsing Funds for the first quarter of QIPP Year 5.

In light of the receipt of the Component 1, 4, and Lapsing Funds for Red Oak and Mission, the District and HMG wish to enter into this Letter Agreement to set forth the terms of, and manner in which, the funds for QIPP Year 5 derived from Red Oak and Mission will be used as follows:

1. HMG will receive 100% of the QIPP Year 5 funds (i.e., Components 1, 2, 3, 4, and Lapsed Funds) derived from Red Oak and Mission that District receives. The District will pay HMG the first quarter QIPP Year 5 funds held on the date of this Letter Agreement within three (3) business days. Thereafter, the payment for these QIPP Year 5 funds shall be on a quarterly basis.

1780 Hughes Landing Boulevard, Suite 501  
The Woodlands, TX 77380  
ph: 281.419.5520  
fax: 281.419.5527


2. From the QIPP Year 5 Components 1, 4, and Lapsing Funds (“Dedicated Funds”) received by the District for Red Oak and Mission, HMG will reimburse District attorneys’ fees incurred during the Abri Bankruptcy in an amount, not to exceed \$120,000.00, for services provided to the District by the law firms of Bonds Ellis Eppich Schafer Jones, LLP and Benckenstein & Oxford, LLP.
3. The remainder of the Dedicated Funds shall be spent on capital improvements for the Abri Facilities. In addition, HMG will provide quarterly reports to District on: (a) balance of the Dedicated Funds received; and (b) the manner in which funds were spent for capital improvements at the Abri Facilities.
4. HMG will indemnify District in the event there is a recoupment of the QIPP Year 5 funds attributable to Red Oak and Mission by HHSC. HMG Healthcare, LLC will guaranty this indemnity obligation.
5. Separate HMG affiliates currently operate and manage seven other nursing facilities that participate in the QIPP program with NSGOs other than District (“Legacy Facilities”). If HMG operates some or all the Legacy Facilities on February 1, 2023 and consistent with the termination provisions provided in the applicable management agreements for the Legacy Facilities, HMG will initiate the change of ownership (“CHOW”) of the Legacy Facilities that it continues to operate effective on or before June 1, 2023. The Parties agree that they will share equally the expenses related to the CHOWs, but HMG shall be responsible for financing the Legacy Facilities’ operations during the period between the CHOW effective date and HHSC’s final Medicaid certification approval. The District will be responsible for any termination fees contemplated by the Legacy Facilities’ management agreements.

Please confirm your acknowledgement and agreement to the above-referenced terms by signing in the space provided below. If you have any questions, please do not hesitate to contact me.

**{SIGNATURE PAGE TO FOLLOW}**

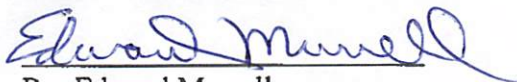
Red Oak & Mission Letter  
March 3, 2022  
Page 3

Sincerely,

  
Laurence Daspit  
Chief Financial Officer  
HMG Healthcare, LLC, HMG Partners  
III, LLC and on behalf of Red Oak  
Health and Rehabilitation Center and  
Mission Nursing and Rehabilitation  
Center

AGREED AND ACCEPTED:

Winnie Stowell Hospital District,  
a governmental entity and political subdivision of the State of Texas



By: Edward Murrell  
Its: President

cc: Hubert Oxford  
Benckenstein & Oxford, LLP  
3535 Calder Avenue, Suite 300  
Beaumont, Texas 77706



# **Exhibit “A-5”**

TEXARKANA SNF LLC

8/11/22

Mr. Edward Murrell, President  
Winnie Stowell Hospital District  
PO Box 1997  
Winnie, Texas 77665

Re: Letter Agreement Related to QIPP Year 5 Funds for Villa at Texarkana

Dear Mr. Murrell:

As of April 1, 2022, the Winnie Stowell Hospital District (“District”) acquired the Villa at Texarkana (“Facility”) through the Texas Health and Human Services Commission’s (“HHSC”) Change of Ownership (“CHOW”) process and entered into a lease for this for the Facility.

Prior to the CHOW, the Facility participated in the Quality Improvement Payment Program (“QIPP”) as private nursing facility. In QIPP Year 6, which starts on September 1, 2022, the facility is going to participate in QIPP as non-state government owned (NSGO) nursing facility operated by the District and managed by Caring Healthcare.

As private facility participating in QIPP Year 4, the Facility received Component 2 and 3 funds as well as Adjustments or Variance payments. Nevertheless, even though the Facility was not enrolled in QIPP Year 5 as a NSGO operated entity, starting in May 2022, the District began receiving Component 2 fund payments on its behalf. Since then, the District has received Component 3, 4, Lapsing Payments, and Variance Payments for June 2022.

In light of the receipt of the various QIPP Component payments for the Facility, the District and Texarkana SNF, LLC and Caring Healthcare (“Caring”) ) wish to enter into this Letter Agreement to set forth the terms of, and manner in which, the funds for QIPP Year 5 derived from the Facility will be used as follows:

1. Caring, and its affiliates, will receive 100% of the QIPP Year 5 funds (i.e., Components 1, 2, 3, 4, Lapsed Funds, and any associated QIPP Year 5 funds) derived for the Facility that is received by the District. Upon receipt of all the QIPP Year 5 funds for each quarter, the District will pay Caring the QIPP Year 5 funds received within seven (7) days after the Parties to this Agreement reconcile the quarterly amounts owed.
2. In exchange, Caring Healthcare agrees to dedicate the Component 1 and 4 funds received from the District, as well as any Variance and Lapsing Funds derived from Components 1 and 4 Funds (“Dedicated Funds”) to capital improvements for the Caring Healthcare facilities operated by the District. In addition, Caring agrees to provide quarterly reports to

District on: (a) balance of the Dedicated Funds received; and (b) the manner in which funds were spent for capital improvements on the Caring facilities.

3. Caring Healthcare and Texarkana SNF, LLC further agrees to indemnify District in the event there is a recoupment of the QIPP Year 5 funds attributable to the Facility.

Please confirm your acknowledgement and agreement to the above-referenced terms by signing in the space provided below. If you have any questions, please do not hesitate to contact me.

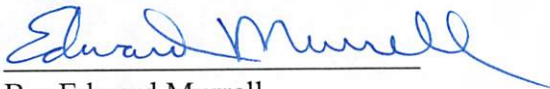
Sincerely,



Mendy Shipiro  
Chief Executive Officer  
Texarkana SNF LLC and Caring  
Healthcare

**AGREED AND ACCEPTED:**

Winnie Stowell Hospital District,  
a governmental entity and political subdivision of the State of Texas



By: Edward Murrell  
Its: President

cc: Hubert Oxford  
Benckenstein & Oxford, LLP  
3535 Calder Avenue, Suite 300  
Beaumont, Texas 77706

---

**FW: Signed agreement**

1 message

---

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

Fri, Aug 12, 2022 at 2:00 PM

Sherrie,

Please have Edward sign. I will put in the to be signed folder for the next meeting too.

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

**CONFIDENTIAL NOTICE**

This e-mail transmission (and/or the documents accompanying it) may contain confidential information belonging to the sender which is protected by the attorney-client privilege. This information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this e-mail in error, please immediately send a reply and delete the e-mail promptly. If there is any question or difficulty, please notify us by calling us collect at phone number (409) 833-9182.

---

**From:** Gary Klein <gary@caringhealthcare.net>  
**Sent:** Friday, August 12, 2022 1:59 PM  
**To:** Hubert Oxford IV <hoxfordiv@benoxford.com>  
**Subject:** Signed agreement

# **Exhibit “A-6”**

**Winnie-Stowell Hospital District**  
**Bank Accounts Register**  
**As of April 19, 2023 to May 22,2023**

<i>Type</i>	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Memo</i>	<i>Clr</i>	<i>Amount</i>	<i>Balance</i>
<b>100 Prosperity Bank -Checking</b>							485,365.34
Check	04/19/2023	3813	Brookshire Brothers	IC RX's (Mar 2023)	X	(3,294.91)	482,070.43
Check	04/19/2023	3814	Wilcox Pharmacy	IC RX's (Mar 2023)	X	(1,773.01)	480,297.42
Check	04/19/2023	3815	UTMB at Galveston	IC Batch Date 03.01.23	X	(2,067.56)	478,229.86
Check	04/19/2023	3816	UTMB Faculty Grou...	IC Batch Date 03.01.23	X	(2,566.61)	475,663.25
Check	04/19/2023	3817	Thompson OPC (Cli...	IC Batch Date 03.11.23	X	(1,384.98)	474,278.27
Check	04/19/2023	3818	Barrier Reef Emerge...	IC Batch Date 03.01.23	X	(121.20)	474,157.07
Check	04/19/2023	3819	Indigent Healthcare ...	Inv #75612	X	(1,109.00)	473,048.07
Check	04/19/2023	3820	Omnipoint Health-D...	IC Batch Date 03.08.23	X	(660.00)	472,388.07
Check	04/19/2023	3821	Penelope S Butler, ...	YC Batch Date 03.02.23	X	(170.00)	472,218.07
Check	04/19/2023	3822	Nicki Holtzman MS,...	YC Batch Date 03.02.23	X	(595.00)	471,623.07
Check	04/19/2023	3823	Kalos Counseling	YC Batch Date 03.02.23	M	(680.00)	470,943.07
Check	04/19/2023	3824	Benckenstein & Oxf...	Inv #50761 (Feb 2023)	X	(26,401.82)	444,541.25
Check	04/19/2023	3825	Hubert Oxford	Legal Retainer	M	(1,000.00)	443,541.25
Check	04/19/2023	3826	Technology Solution...	Inv #1762	X	(75.00)	443,466.25
Check	04/19/2023	3827	Felipe Ojeda	Inv #1036	X	(300.00)	443,166.25
Check	04/19/2023	3828	Graciela Chavez	Inv #965957	X	(120.00)	443,046.25
Check	04/19/2023	3829	Winnie-Stowell Vol...	Grant (Inv March 2023 Payroll)	X	(11,904.00)	431,142.25
Check	04/19/2023	3830	Coastal Gateway He...	Grant (Apr 2023 Req)	X	(108,955.08)	322,187.17
Check	04/19/2023	3831	American Education...	92 5529 5461 S Stern	X	(150.14)	322,037.03
Check	04/19/2023	3832	Bobby Way	Travel Reimb (Chambers Cty Day-...	X	(294.75)	321,742.28
Check	04/19/2023	3833	Makayla Vidal	Inv #00016	X	(6,912.50)	314,829.78
Check	04/19/2023	3834	AEJ Construction	Inv # 4158 (2nd Draw) Hwy 124	M	(34,791.75)	280,038.03
Paycheck	04/20/2023	3812	Dickerson, Christina...	Final paycheck	M	(351.73)	279,686.30
Check	04/21/2023	995136	Riceland Medical Ce...	Memo:Draft, Withdrawal, Processed	X	(340.00)	279,346.30
Check	04/21/2023	995140	ECISD	Memo:Draft, Withdrawal, Processed	X	(18,333.33)	261,012.97
Check	04/23/2023		Stellar Bank	Memo:ACH, Withdrawal, Processed	X	(15,370.84)	245,642.13
Check	04/26/2023		Prosperity Bank (CC)	ACH, Withdrawal, Processed	X	(380.41)	245,261.72
Liability ...	04/27/2023		QuickBooks Payroll ...	Created by Payroll Service on 04/2...	X	(9,398.99)	235,862.73
Deposit	04/27/2023			ACH Tobacco Settlement	X	14,398.30	250,261.03
Deposit	04/27/2023			ACH Refund for LOC Interest	X	15,370.84	265,631.87
Paycheck	04/28/2023	DD1291	Ojeda, Patricia	Direct Deposit	X		265,631.87
Paycheck	04/28/2023	DD1290	Norris, Sherrie	Direct Deposit	X		265,631.87
Deposit	04/30/2023			Interest	X	53.71	265,685.58
Check	05/02/2023		Texas Workforce Co...	1st Qtr TWC Pmt	M	(35.67)	265,649.91
Check	05/02/2023		American Education...	92 5529 5461 S Stern		(150.14)	265,499.77
Check	05/08/2023	3835	Elite Plumbing	Inv #1599 (Initial Pmt) Hwy 124 pr...	M	(19,285.00)	246,214.77
Check	05/08/2023		Trinity Bay Conserv...	13053-1010703000	M	(68.29)	246,146.48
Deposit	05/10/2023		Tony's BBQ	Deposit, Processed	M	3,500.00	249,646.48
Check	05/10/2023		Entergy	ACH, Withdrawal, Processed	M	(142.95)	249,503.53
Check	05/10/2023	995139	Riceland Medical Ce...	Draft, Withdrawal, Processed	M	(340.00)	249,163.53
Check	05/11/2023		IRS	ACH, Withdrawal, Processed	M	(3,627.02)	245,536.51
Deposit	05/12/2023		Texas Comptroller o...	ACH, Deposit, Processed	M	76,195.35	321,731.86
Check	05/15/2023		Prosperity Bank	Fee, Withdrawal, Processed	M	(114.01)	321,617.85
Check	05/16/2023		Funcion 4-Lease fka ...	ACH, Withdrawal, Processed	M	(216.94)	321,400.91
Check	05/16/2023	995143	ECISD	Draft, Withdrawal, Processed	M	(3,743.67)	317,657.24
Check	05/16/2023	995144	ECISD	Draft, Withdrawal, Processed	M	(22,077.13)	295,580.11
Check	05/17/2023		Spectrum/Time War...	8260170290121119	M	(284.06)	295,296.05
Check	05/19/2023		AEJ Construction	Inv 5147 (3rd Draw)		(48,708.45)	246,587.60
Check	05/22/2023		Brookshire Brothers	IC Batch Date 04.04.2023		(2,447.15)	244,140.45
Check	05/22/2023		Wilcox Pharmacy	IC Batch Date 04.03.2023		(1,292.91)	242,847.54
Check	05/22/2023		UTMB at Galveston	IC Batch Date 04.01.2023		(19,168.26)	223,679.28
Check	05/22/2023		UTMB Faculty Grou...	IC Batch Date 04.01.2023		(656.32)	223,022.96
Check	05/22/2023		Thompson OPC (Cli...	IC Batch Date 04.11.2023		(1,416.60)	221,606.36
Check	05/22/2023		Barrier Reef Emerge...	IC Batch Date 04.01.2023		(121.20)	221,485.16
Check	05/22/2023		Alliance Medical Se...	IC Batch Date 04.01.2023		(430.00)	221,055.16
Check	05/22/2023		Indigent Healthcare ...	Inv #75780		(1,109.00)	219,946.16
Check	05/22/2023		Omnipoint Health-D...	IC SP Batch Date 04.08.2023		(2,238.00)	217,708.16
Check	05/22/2023		\$25 Optical	IC SP Batch Date 04.08.2023		(100.00)	217,608.16
Check	05/22/2023		Penelope S Butler, ...	IC YC Batch Date 04.02.2023		(170.00)	217,438.16
Check	05/22/2023		Nicki Holtzman MS,...	IC YC Batch Date 04.02.2023		(850.00)	216,588.16

**Winnie-Stowell Hospital District**  
**Bank Accounts Register**  
**As of April 19, 2023 to May 22,2023**

<i>Type</i>	<i>Date</i>	<i>Num</i>	<i>Name</i>	<i>Memo</i>	<i>Clr</i>	<i>Amount</i>	<i>Balance</i>
Check	05/22/2023		Kalos Counseling	IC YC Batch Date 04.02.2023		(595.00)	215,993.16
Check	05/22/2023		Benckenstein & Oxf...	Inv #50789		(30,290.00)	185,703.16
Check	05/22/2023		Hubert Oxford	Legal Retainer		(1,000.00)	184,703.16
Check	05/22/2023		Makayla Vidal	Inv #00018		(7,262.50)	177,440.66
Check	05/22/2023		Technology Solution...	Inv # 1772		(75.00)	177,365.66
Check	05/22/2023		Felipe Ojeda	Inv #1037		(450.00)	176,915.66
Check	05/22/2023		Graciela Chavez	Inv #965958		(120.00)	176,795.66
Check	05/22/2023		Winnie-Stowell Vol...	Grant (Inv Apr 2023 Payroll)		(11,520.00)	165,275.66
Check	05/22/2023		Fittz & Shipman, Inc	Inv #0085736		(750.00)	164,525.66
Check	05/22/2023		Lighting JB Constru...	Inv # 014		(4,420.00)	160,105.66
Check	05/22/2023		Chambers Co Public...	IC Batch Date 04.09.2023		(11,189.30)	148,916.36
Check	05/22/2023		Radiology Associate...	IC Batch Date 04.01.2023		(82.60)	148,833.76
Check	05/22/2023		Bee Clean Pressure ...	Inv #27029		(450.00)	148,383.76
Check	05/22/2023		Coastal Gateway He...	Grant (Apr 2023 Req)		(73,303.35)	75,080.41
Check	05/22/2023		VMG Health	Inv #0058737 (6 Gulf Coast NHs)		(49,029.25)	26,051.16
Check	05/22/2023		Philadelphia Insuran...	Inv #2005671577 (D&O Ins)		(15,493.00)	10,558.16
Check	05/22/2023		Ramtech	Inv #8510 (Final Pmt)		(17,937.00)	(7,378.84)
Transfer	05/22/2023			Funds Transfer		500,000.00	492,621.16
Check	05/23/2023	Hold	Elite Plumbing	Inv 1599 (WAIT TO PRINT)		(8,265.00)	484,356.16
Check	05/23/2023	Hold	Vaughn's Air Condit...	Inv #WO-0259 (WAIT TO PRINT)		(12,300.00)	472,056.16
Total 100 Prosperity Bank -Checking						(13,309.18)	472,056.16
<b>109 First Financial Bank</b>							26,834,930.04
<b>109b FFB #4846 DACA</b>							26,834,930.04
Check	04/19/2023			Transfer to DDA Acct No. 1110214...	X	32,500.00	26,867,430.04
Check	04/20/2023			Transfer to DDA Acct No. 1110214...	X	893,926.67	27,761,356.71
Check	04/20/2023			FFB Wire Fee	X	(15.00)	27,761,341.71
Check	04/20/2023		Stellar Bank	Outbound Domestic Wire - Onlin ...	X	(7,013,883.34)	20,747,458.37
Check	04/21/2023			Transfer to DDA Acct No. 1110214...	X	144,132.09	20,891,590.46
Check	04/25/2023		Stellar Bank NH Hol...	ACH FFB to Stellar NH NonQipp f...	X	(42,672.00)	20,848,918.46
Check	04/26/2023			Transfer to DDA Acct No. 1110214...	X	274,901.96	21,123,820.42
Check	04/27/2023			Transfer to DDA Acct No. 1110214...	X	384,528.91	21,508,349.33
Check	04/30/2023		Salt Creek Capital L...	Ln 21 Interest (11 of 11)	X	(126,202.07)	21,382,147.26
Check	04/30/2023		Salt Creek Capital L...	Ln 21 Principal	X	(9,014,433.31)	12,367,713.95
Check	04/30/2023		Salt Creek Capital L...	Ln 22 Principal (5 of 11)	X	(182,802.61)	12,184,911.34
Check	05/02/2023			Memo:Transfer from DDA Acct No...	M	57,600.00	12,242,511.34
Check	05/04/2023			ACH PaymenWinnie-Stowell HCC...	M	(57,580.00)	12,184,931.34
Check	05/04/2023		LTC Group	ACH PaymenWinnie-Stowell HCC...	M	(240,000.00)	11,944,931.34
Check	05/10/2023			Memo:Transfer from DDA Acct No...	M	71,222.87	12,016,154.21
Check	05/10/2023		Gulf Coast	ACH PaymenWinnie-Stowell HCC...	M	(760,000.00)	11,256,154.21
Check	05/15/2023			Memo:Transfer from DDA Acct No...	M	1,572,148.80	12,828,303.01
Transfer	05/17/2023			Memo:Transfer from DDA Acct No...		2,758,771.77	15,587,074.78
Check	05/18/2023			Transfer to DDA Acct No. 1110214...		89,750.00	15,676,824.78
Transfer	05/22/2023			Funds Transfer		(500,000.00)	15,176,824.78
Check	05/23/2023	Pending ...	Stellar Bank NH Hol...	ACH FFB to Stellar NH Holding N...		(94,656.00)	15,082,168.78
Check	05/30/2023	Pending	Salt Creek Capital L...	Ln 22 Interest (6 of 11)		(182,802.61)	14,899,366.17
Total 109b FFB #4846 DACA						(11,935,563.87)	14,899,366.17
Total 109 First Financial Bank						(11,935,563.87)	14,899,366.17
<b>TOTAL</b>						<b>(11,948,873.05)</b>	<b>15,371,422.33</b>

# **Exhibit “B”**





## 05.22.2023 WSHD Regular Board Meeting Indigent Care Report

### 1) Active Client Count:

- a) Indigent Clients: **105** – UP by **05** from **100** in **MAR**
  - **50** Apps, [**16 Renewals**, **14 New**, **14 ER Referrals**, and **6 Previous**]
  - **21** Approved [**10 Renewals**, **5 New**, **2 ER Referrals**, & **4 Previous**]
  - **0** Withdrew / **3** Denied / **24** Incomplete / **2** Pending
- b) Youth Counseling: **25** – UP by **7** from **18** in **MAR**
- c) Irlen Services: **0** – the same since **OCT 2022**
- d) Dental: **6** clients used their benefit in **APR**
- e) Vision Services: **2** clients used their benefit in **APR**
- f) Riceland Emergency Room Referrals: **14** (**2 Approved**, **12 Failed to Apply**, and **0 Pending** for ICAP)

### 2) Riceland Hospital & Clinics:

The **APR** charges were DOWN by **45 K** from **154 K** to **109 K**. There were fewer ER visits, but there was **1 Inpatient 1-day stay** for **\$9.2 K**, which was billed and paid at 100% of billed charges. The overall reimbursement rate for **APR** was **61%**.

### 3) UTMB Hospital & Clinics:

UTMB **APR** charges were UP by **56.5 K** from **22.7 K** to **79.2 K**, which included **2 procedures** for a total billed amount of **\$5.4 K** and payment of **\$1.1 K**, **2 ER Visits** for a total billed amount of **\$11.1 K** and payment of **\$1.4 K**, and a **3 day In-Patient Stay** for a total billed amount of **\$45.9 K** and payment of **\$15.5 K**. There was a **surgery** on 05.17.23 that will have a payment due of **\$19.6 K**, which is expected to be billed in **JUN**.

### 4) Our over-all YTD expenditures: (See Charts on next page)

We have expended **36%** of the overall Indigent Care Budget

- **47%** of the Pharmacy budget
- **62%** of the Riceland budget
- **22%** of the UTMB budget
- **45%** of the Youth Counseling budget
- **30%** of the Vision budget
- **65%** of the Dental budget
- **43%** of the Thompson Outpatient Clinic budget

### 5) District Programs:

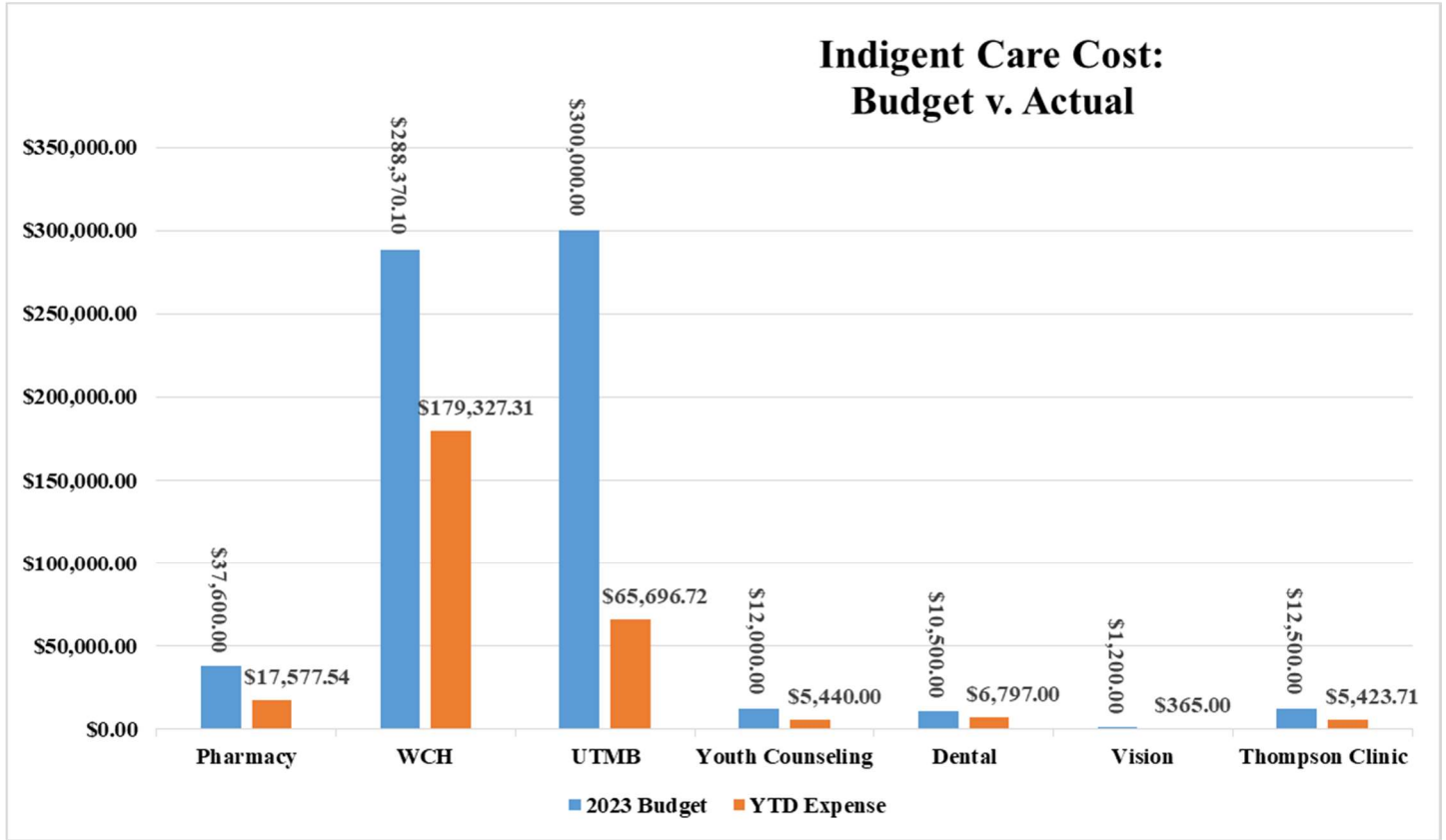
- a) County Van (See attached): **6** out of **86** were WSHD clients
- b) Winnie Stowell EMS (See attached): **07** transports out of **10** were made from Riceland
- c) Marcelous Williams (See attached): **18** out of **19** were WSHD clients

### 6) Other items of Interest:

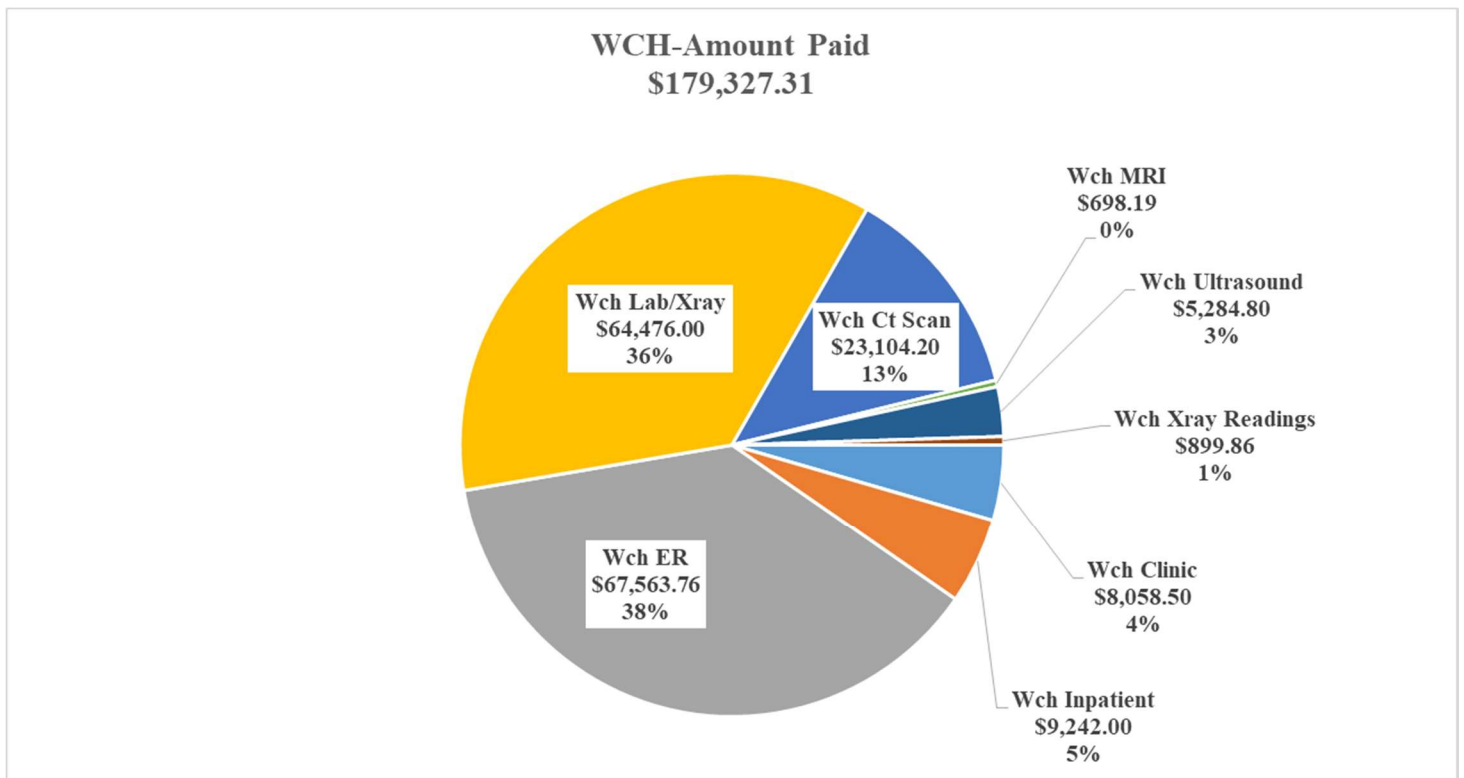
We had one ER visit for the Chambers County Hospital for **\$11,586.30**, which was billed and paid at 100% of billed charges per the HHSC website.



**CHART 1: 2023 YTD WSHD Services & Budget Status**



**Chart 2: 2023 WCH Services Breakdown**



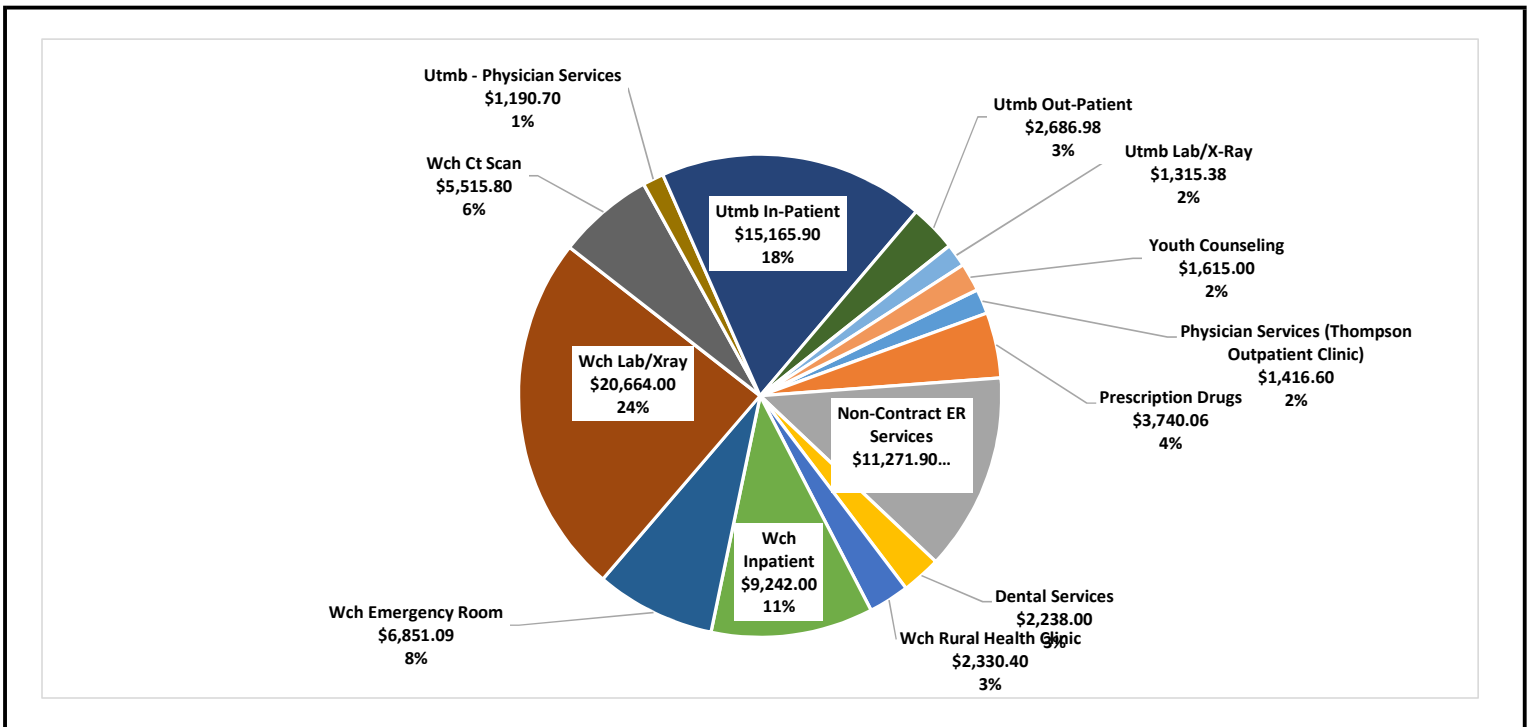
WSDH Incident Care Director Report  
Jan-Dec 2023 YTD Expenditures Worksheet

	March			April			Year to Date		
	Indigent Clients:	Youth Counseling:	Irlen Services:	Indigent Clients:	Youth Counseling:	Irlen Services:	Clients Enrolled:	YC Enrolled:	IS Enrolled:
	100	18	0	105	25	0	118	25	98
							0	20	0
<b>PROVIDER TOTALS</b>	<b>Billed Amount</b>	<b>Contracted Rate</b>	<b>Actually Paid</b>	<b>Billed Amount</b>	<b>Contracted Rate</b>	<b>Actually Paid</b>	<b>Billed Amount</b>	<b>Contracted Rate</b>	<b>Actually Paid</b>
<b>Pharmacy</b>									
Brookshire Brothers Pharmacy Corp	\$3,513.15	\$3,513.15	\$3,294.91	\$3,901.49	\$3,901.49	\$2,447.15	\$15,012.45	\$13,353.81	\$11,314.14
Wilcox Pharmacy	\$1,773.01	\$1,773.01	\$1,773.01	\$1,292.91	\$1,292.91	\$1,292.91	\$6,263.40	\$6,263.40	\$6,263.40
<b>ADJUSTMENTS-Refunds/Credits</b>	<b>Refund</b>								\$0.00
<b>Pharmacy Totals</b>	<b>\$5,286.16</b>	<b>\$5,286.16</b>	<b>\$5,067.92</b>	<b>\$5,194.40</b>	<b>\$5,194.40</b>	<b>\$3,740.06</b>	<b>\$21,275.85</b>	<b>\$19,617.21</b>	<b>\$17,577.54</b>
<b>Winnie Community Hospital</b>									
WCH Clinic	\$6,456.04	\$2,468.84	\$2,468.84	\$6,318.00	\$2,330.40	\$2,330.40	\$21,527.04	\$8,058.50	\$8,058.50
WCH ER	\$52,280.00	\$29,567.61	\$29,567.61	\$14,235.00	\$6,851.09	\$6,851.09	\$123,786.00	\$67,563.76	\$67,563.76
WCH Lab/Xray	\$34,921.00	\$20,952.60	\$20,952.60	\$34,440.00	\$20,664.00	\$20,664.00	\$113,252.00	\$64,476.00	\$64,476.00
WCH CT Scan	\$6,031.00	\$3,618.60	\$3,618.60	\$9,193.00	\$5,515.80	\$5,515.80	\$38,507.00	\$23,104.20	\$23,104.20
WCH Xray (MRI)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,952.00	\$698.19	\$698.19
WCH Lab/Xray Reading	\$1,405.00	\$201.07	\$201.07	\$2,131.00	\$299.69	\$299.69	\$6,534.00	\$899.86	\$899.86
WCH Inpatient	\$0.00	\$0.00	\$0.00	\$9,242.00	\$9,242.00	\$9,242.00	\$9,242.00	\$9,242.00	\$9,242.00
WCH Physical Therapy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCH Ultrasound	\$5,382.00	\$3,229.20	\$3,229.20	\$375.00	\$225.00	\$225.00	\$8,808.00	\$5,284.80	\$5,284.80
<b>WCH Totals</b>	<b>\$106,475.04</b>	<b>\$60,037.92</b>	<b>\$60,037.92</b>	<b>\$75,934.00</b>	<b>\$45,127.98</b>	<b>\$45,127.98</b>	<b>\$336,608.04</b>	<b>\$179,327.31</b>	<b>\$179,327.31</b>
<b>ADJUSTMENTS-Refunds/Credits</b>	<b>Credit Adjustment</b>			<b>Credit Adjustment</b>			<b>YTD Credit Adjustments</b>		\$0.00
<b>Balance on Contracted Amount (Lump Sum Payment of \$288,370.10)</b>		<b>\$154,170.77</b>			<b>\$109,042.79</b>		<b>\$109,042.79</b>		
<b>UTMB</b>									
UTMB Physician Services	\$7,730.00	\$1,382.35	\$1,382.35	\$9,505.00	\$1,190.70	\$1,190.70	\$32,206.00	\$5,960.68	\$5,960.68
Barrier Reef (UTMB ER Physician)	\$2,374.00	\$121.20	\$121.20	\$2,374.00	\$121.20	\$121.20	\$12,444.00	\$461.09	\$461.09
UTMB Anesthesia	\$1,174.00	\$1,174.00	\$1,174.00	\$0.00	\$0.00	\$0.00	\$3,014.00	\$2,305.90	\$2,305.90
UTMB In-Patient	\$0.00	\$0.00	\$0.00	\$45,957.26	\$15,165.90	\$15,165.90	\$93,479.84	\$29,571.91	\$29,571.91
UTMB Outpatient	\$9,214.00	\$1,579.38	\$1,579.38	\$12,536.53	\$2,686.98	\$2,686.98	\$116,696.85	\$24,329.12	\$24,329.12
UTMB Lab&Xray	\$2,279.00	\$498.44	\$498.44	\$8,910.70	\$1,315.38	\$1,315.38	\$16,890.61	\$3,068.02	\$3,068.02
<b>ADJUSTMENTS-Refunds/Credits</b>	<b>Refund</b>			<b>Credit</b>		<b>\$534.38</b>	<b>YTD Refunds/Credits</b>		<b>(\$8,183.94)</b>
<b>UTMB Totals</b>	<b>\$22,771.00</b>	<b>\$4,755.37</b>	<b>\$4,755.37</b>	<b>\$79,283.49</b>	<b>\$20,480.16</b>	<b>\$19,945.78</b>	<b>\$274,731.30</b>	<b>\$65,696.72</b>	<b>\$65,696.72</b>
<b>Local Community Clinics (601.04)</b>									
Coastal Gateway Health Clinic	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Thompson Outpatient Clinic	\$5,637.00	\$1,384.98	\$1,384.98	\$5,438.00	\$1,416.60	\$1,416.60	\$21,985.00	\$5,423.71	\$5,423.71
<b>Local Community Clinics</b>	<b>\$5,637.00</b>	<b>\$1,384.98</b>	<b>\$1,384.98</b>	<b>\$5,438.00</b>	<b>\$1,416.60</b>	<b>\$1,416.60</b>	<b>\$21,985.00</b>	<b>\$5,423.71</b>	<b>\$5,423.71</b>
<b>Non-Contracted Emergency Services (601.04)</b>									
Non-Contract ER Services	\$0.00	\$0.00	\$0.00	\$11,586.30	\$11,271.90	\$11,271.90	\$11,586.30	\$11,271.90	\$11,271.90
Winnie-Stowell EMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Non-Contract Services Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$11,586.30</b>	<b>\$11,271.90</b>	<b>\$11,271.90</b>	<b>\$11,586.30</b>	<b>\$11,271.90</b>	<b>\$11,271.90</b>
<b>Youth Counseling</b>									
Benjamin Odom	\$680.00	\$680.00	\$680.00	\$595.00	\$595.00	\$595.00	\$2,465.00	\$2,465.00	\$2,465.00
Nicki Holtzman	\$595.00	\$595.00	\$595.00	\$850.00	\$850.00	\$850.00	\$2,380.00	\$2,380.00	\$2,380.00
Penelope Butler	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00	\$170.00	\$595.00	\$595.00	\$595.00
<b>Youth Counseling Totals</b>	<b>\$1,445.00</b>	<b>\$1,445.00</b>	<b>\$1,445.00</b>	<b>\$1,615.00</b>	<b>\$1,615.00</b>	<b>\$1,615.00</b>	<b>\$5,440.00</b>	<b>\$5,440.00</b>	<b>\$5,440.00</b>
<b>Irlen Services</b>									
Nancy Gaudet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Irlen Services Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Indigent Special Services</b>									
Dental Services	\$660.00	\$660.00	\$660.00	\$2,695.00	\$2,238.00	\$2,238.00	\$11,334.00	\$6,797.00	\$6,797.00
Vision Services	\$0.00	\$0.00	\$0.00	\$100.00	\$100.00	\$100.00	\$365.00	\$365.00	\$365.00
<b>Indigent Special Services Totals</b>	<b>\$660.00</b>	<b>\$660.00</b>	<b>\$660.00</b>	<b>\$2,795.00</b>	<b>\$2,338.00</b>	<b>\$2,338.00</b>	<b>\$11,699.00</b>	<b>\$7,162.00</b>	<b>\$7,162.00</b>
<b>Medical Supplies (601.04)</b>									
Alliance Medical Supply (C-PAP)	\$0.00	\$0.00	\$0.00	\$430.00	\$430.00	\$430.00	\$430.00	\$430.00	\$430.00
<b>Medical Supplies Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$430.00</b>	<b>\$430.00</b>	<b>\$430.00</b>	<b>\$430.00</b>	<b>\$430.00</b>	<b>\$430.00</b>
<b>Grand Totals</b>	<b>\$142,274.20</b>	<b>\$73,569.43</b>	<b>\$73,351.19</b>	<b>\$182,276.19</b>	<b>\$87,874.04</b>	<b>\$85,885.32</b>	<b>\$683,755.49</b>	<b>\$294,368.85</b>	<b>\$292,329.18</b>

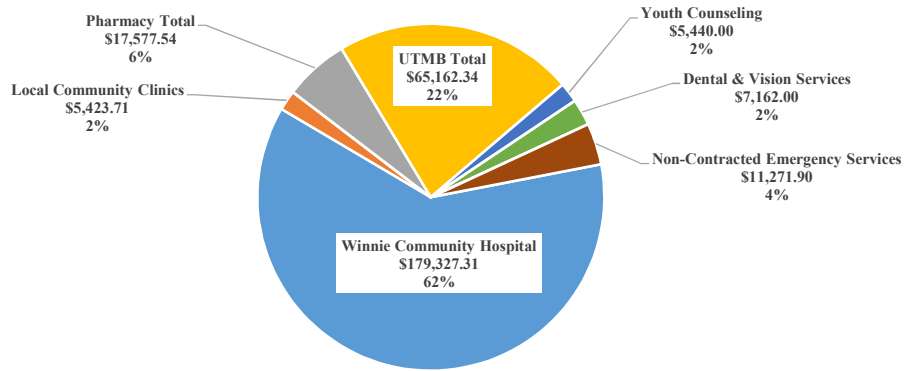
### WSHD Indigent Care Director Report Apr 2023 SOURCE CODE REPORT

Source	Description	Amount Billed	Amount Paid	% of Total
01	Physician Services (Thompson Outpatient Clinic)	\$5,438.00	\$1,416.60	1.65%
02	Prescription Drugs	\$5,194.40	\$3,740.06	4.35%
03	Non-Contract Hospital In-Patient Services	\$0.00	\$0.00	0.00%
04	Non-Contract ER Services	\$11,586.30	\$11,271.90	13.12%
09	DME Medical Supplies	\$430.00	\$430.00	0.50%
10	Optional Services (EMS-Ambulance)	\$0.00	\$0.00	0.00%
12	Irlen Services	\$0.00	\$0.00	0.00%
13	Vision Services	\$100.00	\$100.00	0.12%
14	Dental Services	\$2,695.00	\$2,238.00	2.61%
20	Wch Physical Therapy	\$0.00	\$0.00	0.00%
21	Wch Rural Health Clinic	\$6,318.00	\$2,330.40	2.71%
23	Wch Inpatient	\$9,242.00	\$9,242.00	10.76%
24	Wch Emergency Room	\$14,235.00	\$6,851.09	7.98%
25	Wch Lab/Xray	\$34,440.00	\$20,664.00	24.06%
26	Wch Ct Scan	\$9,193.00	\$5,515.80	6.42%
28	Wch X-Ray (MRI)	\$0.00	\$0.00	0.00%
29	Wch Ultrasound	\$375.00	\$225.00	0.26%
44	Wch Xray Readings	\$2,131.00	\$299.69	0.35%
31	Utmb - Physician Services	\$9,505.00	\$1,190.70	1.39%
33	Utmb In-Patient	\$45,957.26	\$15,165.90	17.66%
34	Utmb Out-Patient	\$12,536.53	\$2,686.98	3.13%
34-1	Utmb ER Physicians - Barrier Reef	\$2,374.00	\$121.20	0.14%
35	Utmb Lab/X-Ray	\$8,910.70	\$1,315.38	1.53%
39	Youth Counseling	\$1,615.00	\$1,615.00	1.88%
<b>Expenditures/Reimbursements/Adjustments</b>		<b>\$182,276.19</b>	<b>\$85,885.32</b>	<b>100%</b>

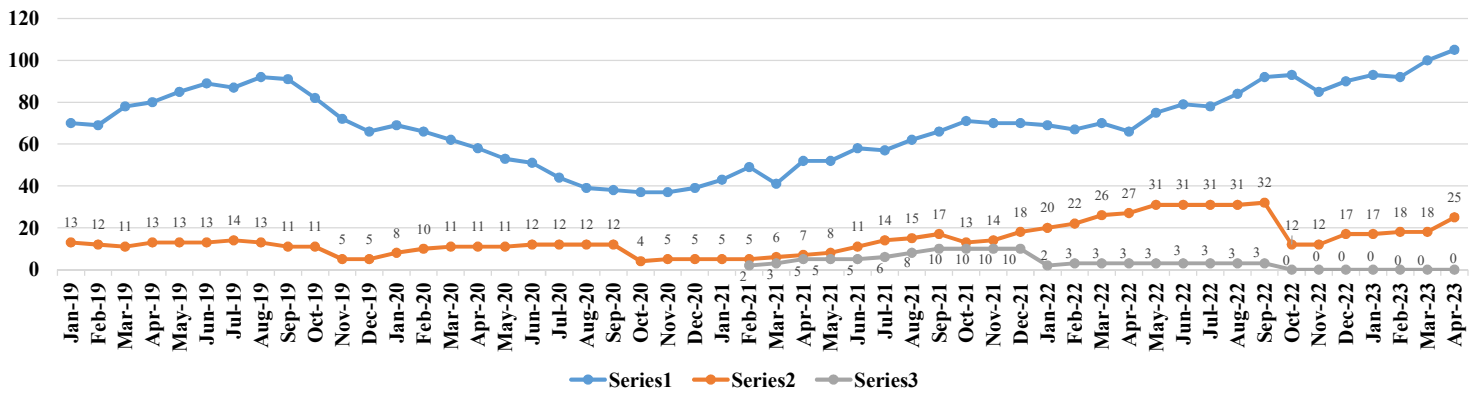
**Grand Total      \$182,276.19                      \$85,885.32                      100%**



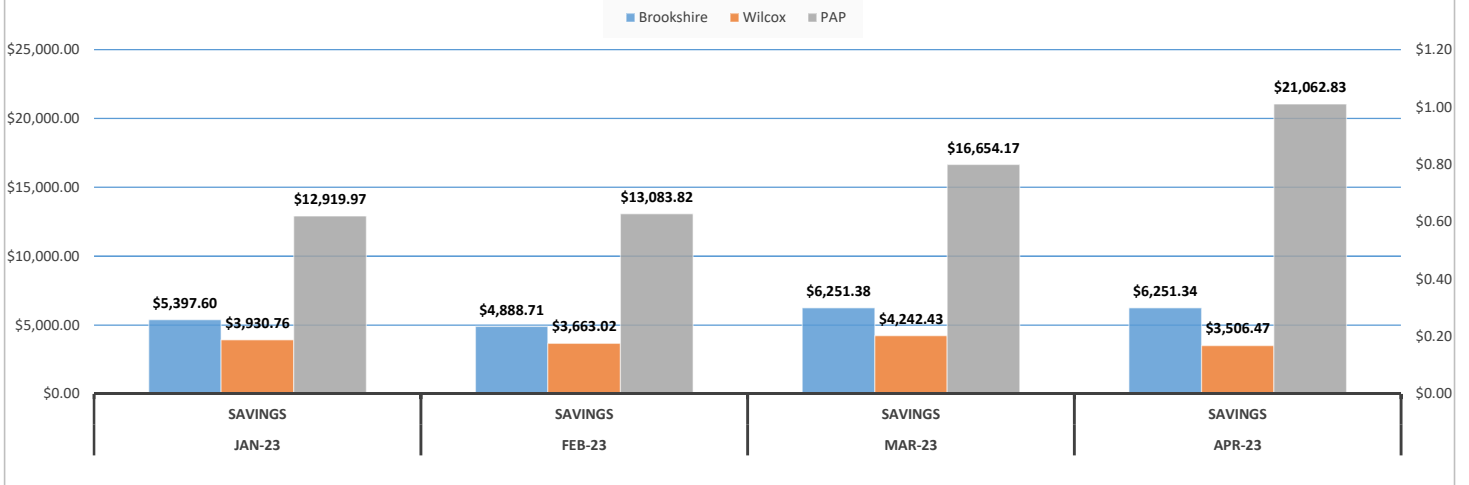
**Year To Date Payments Incurred: \$291,794.80**



**Client Count Trending**



**PHARMACY SAVINGS TO DATE = \$101,852.50**



# Chambers County East Side Van Monthly Report



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

## Apr-23


VEHICLE #1	EAST SIDE VAN #1	
TOTAL MILES DRIVEN		2505
TOTAL HOURS DRIVEN		131.75
TOTAL EXPENSES FOR MONTH		\$594.44
FUEL COST		\$594.44
REPAIRS & MAINTENANCE COST		
MISC EXPENSES		
TOTAL RIDERS		25
TOTAL WSHD RIDERS		1
TOTAL TRIPS		42
TOTAL TRIPS FOR WSHD RIDERS		1

VEHICLE #2	EAST SIDE VAN #2	
TOTAL MILES DRIVEN		3454
TOTAL HOURS DRIVEN		174.25
TOTAL EXPENSES FOR MONTH		\$781.13
FUEL COST		\$721.63
REPAIRS & MAINTENANCE COST	oil change	\$59.50
MISC EXPENSES		
TOTAL RIDERS		32
TOTAL WSHD RIDERS		4
TOTAL TRIPS		60
TOTAL TRIPS FOR WSHD RIDERS		8

VEHICLE #3	RAV 4	
TOTAL MILES DRIVEN		3229
TOTAL HOURS DRIVEN		154.58
TOTAL EXPENSES FOR MONTH		\$407.60
FUEL COST		\$339.79
REPAIRS & MAINTENANCE COST	oil change, tire rotate	\$67.81
MISC EXPENSES		
TOTAL RIDERS		29
TOTAL WSHD RIDERS		1
TOTAL TRIPS		42
TOTAL TRIPS FOR WSHD RIDERS		3

GRAND TOTALS		
MILES DRIVEN		9188
RIDERS		86
WSHD RIDERS		6
TRIPS		144
WSHD TRIPS		12
EXPENSES		\$1,783.17

Winnie Stowell Volunteer EMS Report Year 2023

 <b>Winnie Stowell Volunteer EMS</b> Winnie-Stowell Hospital District Report		Jan-23	Feb-23	Mar-23	Apr-23	YTD DATE
<b>Year to Date Details for 2023</b>						
YTD CALLS/TRANSPORTS REQUESTED		5	9	13	10	37
YTD CALLS/TRANSPORTS MADE		1	5	6	7	19
YTD CALLS/TRANSPORTS DELAYED		0	0	0	0	0
YTD CALLS/TRANSPORTS REASSIGNED		4	4	7	3	18
YTD 3RD PARTY INVOICES BILLED						
Insurance Billed	\$0.00	\$4,497.24	\$1,478.84	\$1,012.05	\$6,988.13	
Self-Pay Billed	\$1,837.17	\$1,988.80	\$2,038.36	\$4,356.62	\$10,220.95	
YTD 3RD PARTY PAYMENTS RECEIVED	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Insurance Paid	\$0.00	\$2,309.50	\$1,286.07	\$0.00	\$3,595.57	
Self-Pay Paid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
YTD STAFFING EXPENSES						
<b>YTD PERTINENT INFORMATION REGARDING PERFORMANCE</b>						
RICELAND REPORTED TRANSFERS		5	9	13	10	37

Apr-23

**3rd PARTY INVOICES BILLED**

DATE	3rd Party Name	AMOUNT BILLED	AMOUNT PAID
4/1/2023	Medicare	\$1,012.05	\$0.00
4/8/2023	Self Pay	\$1,472.84	\$0.00
4/23/2023	Self Pay	\$1,153.18	\$0.00
4/23/2023	Self Pay	\$1,730.60	\$0.00
4/26/2023	Self Pay	TBD	
4/28/2023	Self Pay	TBD	
4/29/2023	Winnie Hospital Indigent Care	TBD	
<b>TOTAL 3rd PARTY AMOUNT BILLED FOR THE MONTH</b>		<b>\$5,368.67</b>	<b>\$0.00</b>

Apr-23

**MONTHLY CALLS/TRANSPORTS REPORT**

CALLS REQUESTED			CALL RESULTS		
DATE	PICK UP LOCATION	DROP OFF LOCATION	MADE: M	DELAYED: D	RESPONSE: R
4/1/2023	Riceland	St. Elizabeth	M		
4/4/2023	Riceland	UTMB (On a 911 call)			R
4/8/2023	Riceland	St. Elizabeth	M		
4/10/2023	Riceland	UTMB (On a 911 call)			R
4/18/2023	Riceland	Rehab in Nederland (Not a Hospital to Hospital transfer)			R
4/23/2023	Riceland	Texas Childrens	M		
4/23/2023	Riceland	St. Elizabeth	M		
4/26/2023	Riceland	UTMB	M		
4/28/2023	Riceland	St. Elizabeth	M		
4/29/2023	Riceland	St. Elizabeth	M		
<b>TOTAL CALLS REQUESTED FOR MONTH &amp; RESULTS</b>			<b>10</b>	<b>7</b>	<b>0</b>

Apr-23

**MONTHLY TRANSPORT AMBULANCE EMPLOYEE SCHEDULE & PAYROLL**

DATE	EMPLOYEE NAME	HOURS WORKED	SALARY (\$PR HR)	PAYROLL AMOUNT
4/1/2023	Nicole Treto	24	16	\$384.00
4/2/2023	Travis Delacerda	24	16	\$384.00
4/3/2023	Amanda Harpst	24	16	\$384.00
4/4/2023	Brad Eads	24	16	\$384.00
4/5/2023	Hunter Traweek	24	16	\$384.00
4/6/2023	Andrew Broussard	24	16	\$384.00
4/7/2023	Ruthann Broussard	24	16	\$384.00
4/8/2023	Haley Brandin	24	16	\$384.00
4/9/2023	Nicole Treto	24	16	\$384.00
4/10/2023	Brad Eads	24	16	\$384.00
4/11/2023	Amanda Harpst	24	16	\$384.00
4/12/2023	Andrew Broussard	24	16	\$384.00
4/13/2023	Hunter Traweek	24	16	\$384.00
4/14/2023	Ruthann Broussard	24	16	\$384.00
4/15/2023	Nicole Treto	24	16	\$384.00
4/16/2023	Jeff Gibson	24	16	\$384.00
4/17/2023	Brad Eads	24	16	\$384.00
4/18/2023	Amanda Harpst	24	16	\$384.00
4/19/2023	Hunter Traweek	24	16	\$384.00
4/20/2023	Andrew Broussard	24	16	\$384.00
4/21/2023	Nicole Treto	24	16	\$384.00
4/22/2023	Austin Isaacks	24	16	\$384.00
4/23/2023	Haley Brandin	24	16	\$384.00
4/24/2023	Brad Eads	24	16	\$384.00
4/25/2023	Amanda Harpst	24	16	\$384.00
4/26/2023	Andrew Broussard	24	16	\$384.00
4/27/2023	Hunter Traweek	24	16	\$384.00
4/28/2023	Ruthann Broussard	24	16	\$384.00
4/29/2023	Nicole Treto	24	16	\$384.00
4/30/2023	Andrew Broussard	24	16	\$384.00
<b>TOTAL SALARY EXPENSE FOR THE MONTH:</b>				<b>\$11,520.00</b>

**WSVEMS REPORT STATUS  
CURRENT MONTH 2023**

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

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

**NO** Received May 8th, 2023

**1. Payroll Statement:**

a. Transport Ambulance operators' names	<b>YES</b>	Employee Payroll Page/Invoice was complete.
b. Dates and time spent during the Payroll Statement period operating the Transport Ambulance for each operator	<b>YES/NO</b>	Dates and total hours worked were provided, but not the specific time of day worked.
c. Payment amounts owed to each employee	<b>YES</b>	Employee Payroll Page/Invoice was complete.
d. Total payment summary to the District for the prior month's services.	<b>YES</b>	Employee Payroll Page/Invoice was complete.

**2. Monthly Transport Activities Report**

a. Number of calls made in the month using the Transport Ambulance	<b>YES</b>	"Calls & Results" page was completed & valued on the YTD Report page.
b. Amount invoiced to any third parties for the calls	<b>YES/NO</b>	4 call charges were complete and 3 were to be determined since they happened at the end of the month.
c. Year to date funds paid by third parties for the Transport Ambulance services	<b>YES/NO</b>	Amounts were provided for the individual months, but the YTD "Total Billed & Payments Received" figures are not valued on the YTD Report page.
d. Year to date staffing expenses for the additional EMT Basic position	<b>YES/NO</b>	There were amounts showing for the individual months on the Employee Schedule & Payroll page, but the total figures were not valued on the YTD Report page.
e. Any other information reasonably requested by the District that may be helpful, including transfers delayed because operators were operating the ALS ambulance.	<b>NONE</b>	No additional information was requested.

**3. December 14, 2022 Six Month Requests:**

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



Marcelous Williams Resource Center Winnie-Stowell Hospital District Report					
Year to Date Details for 2023					
	Jan-23	Feb-23	Mar-23	Apr-23	YTD DATE
<b>YTD WSHD REFERRALS</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>3</b>	<b>6</b>
YTD Indigent Care (Medical, Dental & Vision)	0	2	0	2	5
YTD Prescription Assistance	0	0	0	1	1
YTD Youth Counseling	0	0	0	0	0
YTD Irlen Syndrome Services	0	0	0	0	0
<b>YTD OTHER REFERRALS</b>	<b>2</b>	<b>10</b>	<b>4</b>	<b>4</b>	<b>21</b>
YTD Gift of Life	0	0	0	0	0
YTD Work in Texas (Texas Workforce Commi	0	0	0	0	0
YTD Chambers County Indigent or OmniPoint	0	0	0	0	0
YTD Chambers County Indigent Dental	0	0	0	0	0
YTD Transportation	0	1	0	0	1
YTD Medical Services (Other Than Indigent)	0	2	0	0	2
YTD G.E.T.-C.A.P.	0	0	0	0	0
YTD Misc. MWRC Available Services	2	7	4	4	18
<b>YTD APPLICATIONS INITIATED/PROCESSED</b>	<b>29</b>	<b>26</b>	<b>24</b>	<b>21</b>	<b>106</b>
YTD WSHD Indigent Care	0	0	0	1	2
YTD Prescription Assistance	0	0	0	0	0
YTD Social Security	6	4	2	6	19
YTD Medicare Savings Program	1	1	0	0	2
YTD Medicaid	2	2	2	0	6
YTD Food Stamps	17	19	18	13	69
YTD Home Repair	0	0	1	0	2
YTD G.E.T.-C.A.P.	3	0	1	1	6
<b>YTD CLIENTS SERVED</b>	<b>21</b>	<b>27</b>	<b>24</b>	<b>19</b>	<b>93</b>
YTD WSHD Clients	19	21	23	18	83
YTD Chambers County Residents	0	0	1	1	2
YTD Other County Residents	2	6	0	0	8
YTD OFFICE SUPPLIES EXPENSES	\$1,964.24	\$544.54	\$431.67	\$790.92	\$3,731.37
YTD STAFFING EXPENSES	\$3,984.11	\$3,984.11	\$3,904.16	\$3,253.12	\$15,125.50
YTD GRANT AMOUNT SPENT OF TO \$57,742.00	\$5,948.35	\$4,528.65	\$4,335.83	\$4,044.04	\$18,856.87
YTD GRANT BALANCE REMAINING OF	\$51,793.65	\$47,265.00	\$42,929.17	\$38,885.13	\$38,885.13
<b>OUTREACH ACTIVITIES/EVENTS ATTENDED</b>	<b>0</b>	<b>0</b>	<b>9</b>	<b>3</b>	<b>14</b>

Apr-23												
MONTHLY REFERRALS & APPLICATIONS REPORT												
CLIENT DETAILS				PROGRAM(S) CLIENT			APPLICATION(S) INITIATED WITH					
DATE	REPEAT CLIENT	Client Identifier Example: Sm.J OR For Repeat Clients: R	Client Residency Data Winnie Stowell Hosp Dist Chambers County	WSHD Indigent Care	WSHD Prescription Assistance	Misc. MWRC Available Services	WSHD Indigent Care	Social Security: Disability, SSI, Retirement	Medicare Savings Program	Food Stamps	G.E.T.-C.A.P.	
4/11/2023		BARA	X			X						
4/19/2023		MARI	X							X		
4/19/2023		LAUC	X							X		
4/27/2023	R	ORTA	X	X						X		
4/20/2023		COPJ	X	X	X	X		X		X		
4/24/2023	R	ANDK	X							X		
4/13/2023		ANDJ	X									
4/13/2023		KAHV	X							X		
4/13/2023	R	BENK	X							X		
4/25/2023	R	REES	X			X						
4/25/2023		ORTT	X					X		X		
4/4/2023		BANB	X					X				
4/25/2023		ARMO	X					X		X		
4/24/2023		NEAC	X					X				
4/26/2023	R	REES	X			X		X		X		
4/26/2023	R	RODT	X							X		
4/26/2023	R	CARM	X				X				X	
4/27/2023	R	CANT	X					X		X		
4/27/2023	R	TOUC	X					X		X		
<b>19</b>	<b>(6)</b>	<b>0</b>	<b>18</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>4</b>	<b>1</b>	<b>6</b>	<b>0</b>	<b>13</b>	<b>1</b>

April OFFICE SUPPLY EXPENSES INCURRED		
4/4/2023	Office Depot	\$78.89
4/13/2023	CHB (outreach marketing items)	\$114.82
4/31/2023	Administrative Expenses (insurance, fax, phone, etc)	\$597.21
<b>TOTAL OFFICE EXPENSE FOR THE MONTH</b>		<b>\$790.92</b>

4/1/2023		
MONTHLY EMPLOYEE SCHEDULE & PAYROLL		
DATE	PAYROLL AMOUNT	
4/15/2023	Payroll Deposits \$650.00	
4/15/2023	Payroll Deposits \$1,302.08	
4/31/2023	Payroll Deposit \$650.00	
4/31/2023	Payroll Deposit \$651.04	
<b>TOTAL SALARY EXPENSE FOR THE MONTH:</b>		<b>\$3,253.12</b>

4/22/2023							
MONTHLY OUTREACH & EVENTS							
OUTREACH / EVENT DATE	TYPE OF OUTREACH	EVENT LOCATION	PARTNER(S)	IMPACT	PURPOSE	# OF PKTS DISTRIB	NOTES
4/29/2023	Outreach	Baytown, Texas			Presenation Packages distributed	225	
4/26/2023	Outreach	Anahuac-Resale Shop			presentation packages	40	
4/26/2023	Outreach	Dr Boutee's Office			presentation packages	10	
<b>TOTAL OUTREACH /EVENTS FOR THE MONTH:</b>							<b>3</b>

# **Exhibit “C”**

<b>Winnie-Stowell Hospital District</b>			
<b>Executive Summary of Nursing Home Monthly Site Visits</b>			
<b>April 2023</b>			
<b>Facility</b>	<b>Operator</b>		<b>Comments</b>
<b>Friendship Haven Health and Rehabilitation</b>	HMG		Census: 100. The state conducted an off-site survey of outstanding reportable incidents, all were cleared following review. There were three reportable incidents since the last visit, one has been cleared and the other two are awaiting review. The facility is no longer using agency staffing. The facility is planning special events for the nurses for nurses week.
<b>Highland Park Care Manor</b>	Caring		Census: The facility had their annual survey in February 2023, the facility received five health tags; the POC was accepted via desk review. There were no reportable incidents since the last visit. The facility is no longer using agency staffing. The facility has not started their employee of the month program but they do reward nurses who work overtime with gift cards.
<b>Park Manor of Cyfair</b>	HMG		Census: 86. The facility had their annual survey in April 2023, they received two tags, one in dietary and one in med pass; they are awaiting a full report from the state visit. There were five reportable incidents since the last visit, all have been cleared following state review. The facility has good participation from the residents for meals and activities. The facility has a staff member dedicated to staff retention, they plan events and prizes.
<b>Park Manor Cypress Station</b>	HMG		Census: 94. The facility had their annual survey in March 2023, they received eight total tags and their POC was accepted by the state. There were five reportable incidents since the last visit, they are all awaiting state review. The facility has regular outings to Walmart and to church activities.
<b>Park Manor of Westchase</b>	HMG		Census: 90. The facility had their annual survey in October 2022. There were sixteen reportable incidents since the last visit, all have been cleared following state review. The facility can nominate nurses to receive a scholarship to advance their education for a better role, they just had an LVN accepted to become an RN. The facility hosted Easter and Mother's Day parties with great participation.

<b>Spring Branch Transitional Care Center</b>	Caring	Census: 191. The facility had their annual survey in April 2023, they received seven health tags and three LSC tags; they are working on submitting their POC. There were no reportable incidents since the last visit. The facility has started doing activities in smaller groups in an attempt to get better participation. The facility is painting all the rooms and baseboards to give them a facelift.
---	--------	---

Administrator: Kimberly Mostek  
DON: Joddie Naeseth, RN

### **FACILITY INFORMATION**

Friendship Haven is a 150-bed facility with a current overall star rating of 1 and Quality Measures star rating of 4. The census on the date of this report was 100 (72 +5 pending) MCD; (12) MCR; (12) HMO; and (4) PP.

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

The Administrator reported they are implementing their emergency plan and are following all the state/federal/local mandates. Galveston County Transmission Rate is below high and masks are optional.

The Administrator reports the facility is currently COVID free. PPE inventory is still good, with at least a 2 week's supply.

The Administrator reported 100% of employees (with exemptions) and 77% of residents have received their COVID\_19 vaccinations. The DON reports the facility is storing and able to provide the vaccine onsite and provide as needed and if enough signed up, hold special clinic so the vaccine is not wasted.

Visitation is going well after signing in for contact tracing at front door.

Residents come out to the large dining room for all meals and activities with good participation. The facility is planning a celebration for Cinco De Mayo.

The facility is no longer using agency. The Administrator reports the facility continues to have something every month for the employees and they are planning an event for Nurses Week and Nursing Home Week.

### **SURVEY INFORMATION**

Friendship Haven had a state off site review of 6 self-reports and all cleared with no citations.

### **REPORTABLE INCIDENTS**

In **Jan/Feb/March 2023** the facility self-reported 3 incidents, 1 cleared, no citations and 2 (injury of unknown origin & Abuse) are still pending.

### **CLINICAL TRENDING**

**Incidents/Falls:**

Friendship Haven in **Jan/Feb/March 2023** reported - 24 total falls without injury and 5 falls with injury with 2 repeat falls, 2 skin tears, 1 bruise, 0 fractures, 2 behaviors, 1 Laceration and 0 Elopements.

**Infection Control:**

Friendship Haven in **Jan/Feb/March 2023** reported a total of 56 infections- 14 UTI's; 8 Respiratory infections; 18 Wound infections; 2 GI infections and 14 Other infections (no details).

**Weight loss:**

Friendship Haven in **Jan/Feb/March 2023** reported - 13 residents with 5% in 1 month or less weight loss and 5 residents with greater than 10% weight loss in 6 months.

**Pressure Ulcers:**

Friendship Haven in **Jan/Feb/March 2023** reported - 12 residents with pressure ulcers, totaling 18 sites, 0 of them facility acquired.

**Restraints:**

Friendship Haven is a restraint free facility.

**Staffing: -**

Current Open Positions						
Shift	RN	LVN	Nurse Aide	Hskp.	Dietary	Activity
6 to 2	0	0	2	0	0	0
2 to 10	0	2	2	0	0	0
10 to 6	0	1	1	0	0	0
Other	0	0	0	0	0	0
# Hired this month	2	3	11	0	0	0
# Quit/Fired	1	1	1	0	0	0

Total number employees: 135 \_\_\_ Turnover rate%: 6.74%\_\_\_

**CASPER REPORT**

Indicator	Current %	State %	National %	Comments/PIPs
New Psychoactive Med Use (S)	.9%	1.9%	1.9%	
Fall w/Major Injury (L)	0%	3.6%	3.5%	
UTI (L) *	0%	1.5%	2.5%	
High risk with pressure ulcers (L) *	5.5%	8.1%	9.1%	
Loss of Bowel/Bladder Control(L)	86.5%	53.4%	48.2%	
Catheter(L)	2.3%	1.8%	2.2%	
Physical restraint(L)	0%	0%	0.1%	
Increased ADL Assistance(L)	18.4%	18.1%	15.7%	
Excessive Weight Loss(L)	0%	5.1%	6.7%	
Depressive symptoms(L)	0%	5.9%	8.7%	
Antipsychotic medication (L) *	6.2%	9.7%	14.7%	

**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.	Yes	
QAPI Meeting dates of submission (owner/operator involvement evident)		Information not provided

**Component 2**

<b>Indicator</b> <b><u>REVIEW TURNOVER PIP CHARTER FROM THE MONTH PRIOR TO QIPP SUBMISSION. INCLUDE UPDATES TO PIPS AND PREPARE FOR A SUCCESS STORY IN THE LAST QUARTER OF QIPP YR 5.</u></b>	Benchmark Met Y/N	Comments
Did NF maintain 4 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?	Y	
<ul style="list-style-type: none"> <li>Additional hours provided by direct care staff?</li> </ul>	Y	
Did NF maintain 8 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?	Y	
<ul style="list-style-type: none"> <li>8 additional hours non-concurrenty scheduled?</li> </ul>	Y	
<ul style="list-style-type: none"> <li>Additional hours provided by direct care staff?</li> </ul>	Y	
<ul style="list-style-type: none"> <li>Telehealth used?</li> </ul>	Y	No encounters
NFs provided in total 12 or 16 hours of RN coverage, respectively, on at least 90 percent of the days within the reporting period?	Y	
NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?	Y	
<ul style="list-style-type: none"> <li>Was Workforce Development data submitted q month to QIPP during the quarter?</li> </ul>	Y	
<ul style="list-style-type: none"> <li>Agency usage or need d/t critical staffing levels</li> </ul>	N	eliminated
<ul style="list-style-type: none"> <li>PIP submitted on the topic of resident-centered culture change, workforce development, and staff retention:                             <ul style="list-style-type: none"> <li>During the first reporting period?</li> </ul> </li> </ul>	Y	

<ul style="list-style-type: none"> <li>○ Subsequently reported outcomes related to the plan throughout the eligibility period?</li> <li>○ Discuss RCA for turnover: Has anything changed from the original RCA?</li> <li>○ PIP for retention and recruitment is current:</li> <li>○ <b>NEW Retention efforts updated on Current PIP</b></li> </ul>		
--	--	--

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

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	8.12%	%	6%	Y	
Percent of residents who received an anti-psychotic medication	14.49%	%	5.56%	Y	
Percent of residents whose ability to move independently has worsened	15.08%	%	3.46%	Y	
Percent of residents with urinary tract infection	2.31%	%	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				
<b>Quarter 1</b>					
1. Designated leadership individuals for antibiotic stewardship	Y				
2. Written policies on antibiotic prescribing	Y				
3. Pharmacy-generated antibiotic use report					



<p>from within the last six months</p> <p>4. Lab-generated antibiogram report from within the last six months (or from regional hospital)</p> <p>5. Audits (monitors and documents) of adherence to hand hygiene</p> <p>6. Audits (monitors and documents) of adherence to personal protective equipment use</p> <p>7. Current list of reportable diseases</p>	<p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p>				
<p><b>Quarter 2</b></p> <p>1. 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.</p> <p>2. Infection control policies demonstrating data-driven analysis of NF performance and evidence-based methodologies for intervention. (Reviewed within 6 months of reporting period)</p> <p>3. <b>**PHARMACY / LAB ANGIOBIOGRAM REPORTS DUE MONTH AFTER QIPP QUARTER ENDS</b></p>	<p>Y</p> <p>Y</p> <p>Y</p>				
<p><b>Quarter 3</b></p>					

<ul style="list-style-type: none"> <li>➤ Designated leadership individuals for antibiotic stewardship</li> <li>➤ Written policies on antibiotic prescribing</li> <li>➤ Pharmacy-generated antibiotic use report from within the last six months</li> <li>➤ Lab-generated antibiogram report from within the last six months (or from regional hospital)</li> <li>➤ Audits (monitors and documents) of adherence to hand hygiene</li> <li>➤ Audits (monitors and documents) of adherence to personal protective equipment use</li> <li>➤ Current list of reportable diseases</li> </ul>	<p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>y</p>				
<p><b>Quarter 4</b></p> <p>Percent of Residents Assessed and Appropriately Given the Pneumococcal Vaccine.</p>			%		
<p>Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine</p>			%		

Administrator: Johnny Richardson  
DON: Chelsea Oduro, RN

## **FACILITY INFORMATION**

Highland Park is a 120-bed facility with a current Overall Star Rating of 2 and a Quality Measures star rating of 3. The census given on the date of this report was 79.

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

The Transmission rate in Harris County is currently yellow and masks are optional. The Administrator reports the facility does not have any COVID positives and testing is done based on symptoms.

At this time, the facility no longer has a warm unit and if they did have anyone, they would be isolated in one of their private rooms, currently 2 residents in the private rooms.

The Administrator reports that all staff are vaccinated or have an approved exemption. The resident vaccination status is currently at 76% after holding another clinic in March with Harris County. Current PPE stock remains good with at least 2-3 weeks supply.

Visitation is going well, with check in at the front, offering masks and hand sanitizer. Residents continue to go to the dining room for all meals with good participation. The facility has regular bingo activity, and the new Activity Director has been working with the resident council on more of a variety of activities. The facility did have an Easter celebration for the residents.

The Administrator also reports the facility staffing is good and still not using agency. The Administrator reports the facility has not yet started Employee of the Month with their monthly inservice. The facility does still offer gift cards for taking on more shifts, and celebrating different holidays with the staff etc.

## **SURVEY INFORMATION**

The state came to the facility for the annual full book on February 14, 2023. The facility received 5 health tags, one for showers, pharmacy, PSSAR screening, med passing with tube feedings, medication error rate over 5%. The POC was accepted, and all tags cleared with desk review.

## **REPORTABLE INCIDENTS**

Information not provided.

## **CLINICAL TRENDING**

**Incidents/Falls:**

Information was not provided.

**Infection Control:**

Information was not provided.

**Weight loss:**

Information was not provided.

**Pressure Ulcers:**

Information was not provided.

**Restraints:**

Highland Park does not use restraints.

**Staffing:**

Staffing needs – 2 LVNs/RNs on each shift, including weekends and 3 CNAs for morning and evening shifts.

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

**QIPP SCORECARD:**

Component 1

Indicator	QAPI & Mtg 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  1 <sup>st</sup> or 2 <sup>nd</sup> Wednesday of each month	
QAPI Meeting dates of submission (owner/operator involvement evident)		Submitted to corporate monthly

Component 2

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

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

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

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	9.0%				Information not provided but reported they are meeting all 4 measures
Percent of residents who received an anti-psychotic medication	14%				
Percent of residents whose ability to move independently has worsened	15.3%				
Percent of residents with urinary tract infection	2.5%				

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

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

<p><b>Quarter 1</b></p> <ul style="list-style-type: none"> <li>➤ Designated leadership individuals for antibiotic stewardship</li> <li>➤ Written policies on antibiotic prescribing</li> <li>➤ Pharmacy-generated antibiotic use report from within the last six months</li> <li>➤ Lab-generated antibiogram report from within the last six months (or from regional hospital)</li> <li>➤ Audits (monitors and documents) of adherence to hand hygiene</li> <li>➤ Audits (monitors and documents) of adherence to personal protective equipment use</li> <li>➤ Current list of reportable diseases</li> </ul>	<p>Y</p>				
<p><b>Quarter 2</b></p> <ul style="list-style-type: none"> <li>➤ 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.</li> <li>➤ Infection control policies demonstrating data-driven analysis of NF performance and evidence-based methodologies for intervention. (Reviewed within 6 months of reporting period)</li> </ul> <p><b>**PHARMACY / LAB ANGIOBIOGRAM REPORTS DUE</b></p>	<p>Y</p>				

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



Administrator: Jonathan Sterling  
DON: Jessica Fuentes, RN

## **FACILITY INFORMATION**

Park Manor Cy-fair is a 120-bed facility with a current overall star rating of 1 (Administrator believes this is an error as of yesterday) and Quality Measures star rating of 4. The census on the date of this report was 86: (12) PP; (2) MC; (54 + 2 pending) MDC; (3) Hospice and (13) HMO.

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

The Administrator reported they are still implementing their emergency plan which has been updated, following all state/federal/local mandates. The COVID\_19 Transmission Rate for Harris County is moderate, and masks are currently optional. The facility has no COVID\_19 positive residents or staff and have not had any for over one month.

Park Manor of Cy-fair is still considered a community vaccination clinic offering Moderna, Pfizer and Janson shots. Several of the residents have received the booster and some of the staff. The facility staff COVID\_19 vaccination rate is at 100% including exemptions and resident's is at 95%.

PPE inventory is still fine, with at least 2 weeks supply. Ambassador Rounds are still held every day by the staff. Continue focusing on Falls and maintaining 24-hour RN coverage.

Visitation is open and going smoothly. Visitors enter after signing in and documenting via kiosk for contact tracing.

The residents are still coming out to the dining room for meals with very good participation. Activities continue in full swing. The facility still does not have any volunteers except churches coming to the building. The Administrator reports the facility had an Easter event and is planning a Cinco De Mayo celebration.

The facility Talent and Learning Educator who works on employee appreciation events based on special calendar days like National ice cream day, etc. The Administrator reports the facility is planning on celebrating Nurses Week in May.

## **SURVEY INFORMATION**

Park Manor Cy-fair had their full book survey 4/25/23 resulting in 2 potential Health tags, one for dietary and one for med pass.

## **REPORTABLE INCIDENTS**

In **Oct/Nov/Dec 2022**, the facility had (5) self-reports all cleared with no citations.

**CLINICAL TRENDING**

**Incidents/Falls:**

During **Oct/Nov/Dec 2022** Park Manor of Cy-fair had 92 total falls without injury, and 28 falls with injury (PIP in place – annual), and 9 repeat Falls, 4 Skin Tears, 5 Lacerations, 0 Fractures, 3 Bruise and 2 Behaviors.

**Infection Control:**

Park Manor of Cy-fair reports 16 total infections in **Oct/Nov/Dec 2022**– 5 UTI’s; 6 URI’s; 2 Wound infections and 3 Other.

**Weight loss:**

Park Manor of Cy-fair reported Weight loss in **Oct/Nov/Dec 2022** – 5 residents with 5-10% and 2 residents with > 10% loss in 30 days.

**Pressure Ulcers:**

In **Oct/Nov/Dec 2022** -Park Manor of Cy-fair had 16 residents with 26 pressure ulcer sites – 7 acquired in house.

**Restraints:**

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

**Staffing:**

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

Total number employees: 109 Turnover rate 50% (annual)

**CASPER REPORT**

Indicator	Current %	State %	National %	Comments/PIPs
New Psychoactive Med Use (S)	%	%	%	
Fall w/Major Injury (L)	2.7%	3.5%	3.5%	
UTI (L) *	0%	1.5%	2.5%	
High risk with pressure ulcers (L) *	6.7%	8%	9%	

Loss of Bowel/Bladder Control(L)	76.7%	53.3%	47.7%	Start on Restorative
Catheter(L)	0%	2.0	2.2%	
Physical restraint(L)	0%	0%	0%	
Increased ADL Assistance(L)	34.4%	17.6%	15.3%	Part B Therapy
Excessive Weight Loss(L)	0%	4.9%	6.4%	
Depressive symptoms(L)	0%	5.3%	8.3%	
Antipsychotic medication (L) *	0%	2.1%	2%	

**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.	yes	
QAPI Meeting dates of submission (owner/operator involvement evident)	10.22, 11.22,12.22	Recruiting and Retention, Reduce Falls with patients and dementia.

**Component 2**

<b>Indicator</b> <b>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.</b>	Benchmark  Met Y/N	Comments
Did NF maintain 4 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?	y	
• 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	No encounters

NFs provided in total 12 or 16 hours of RN coverage, respectively, on at least 90 percent of the days within the reporting period?	Y	
NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?	Y	
<ul style="list-style-type: none"> <li>Was Workforce Development data submitted q month to QIPP during the quarter?</li> </ul>	Y	
<ul style="list-style-type: none"> <li>Agency usage or need d/t critical staffing levels</li> </ul>	No	
<ul style="list-style-type: none"> <li>PIP submitted on the topic of resident-centered culture change, workforce development, and staff retention:               <ul style="list-style-type: none"> <li>During the first reporting period?</li> <li>Subsequently reported outcomes related to the plan throughout the eligibility period?</li> <li>Discuss RCA for turnover: Has anything changed from the original RCA?</li> <li>PIP for retention and recruitment is current:</li> <li><b>NEW Retention efforts updated on Current PIP</b></li> </ul> </li> </ul>	Staff retention, DON change in October 22, Hire Talent and Learning , Yes	

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

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	9%	4%	6%	n	Admitted with rounding on reducing and healing
Percent of residents who received an anti-psychotic medication	2.0%	1%	0%	y	
Percent of residents whose ability to move independently has worsened	16.1%	14%	24.7%	n	All residents that decline have part b Therapy
Percent of residents with urinary tract infection	2.5%	1%	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				
<b>Quarter 1</b>					
➤ Designated leadership individuals for antibiotic stewardship	Y				
➤ Written policies on antibiotic prescribing					
➤ Pharmacy-generated antibiotic use report from within the last six months	Y				
➤ Lab-generated antibiogram report from within the last six months (or from regional hospital)	Y				
➤ Audits (monitors and documents) of adherence to hand hygiene	Y				
➤ Audits (monitors and documents) of adherence to personal protective equipment use	Y				
➤ Current list of reportable diseases	Y				
<b>Quarter 2</b>					
➤ 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.	Y				
➤ Infection control policies demonstrating data-driven analysis of NF performance and evidence-based methodologies for intervention. (Reviewed	Y				

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

Administrator: Vincent Mitchell  
DON: Myra Polio, RN  
MDS: Tammy Choudhry, LVN

**FACILITY INFORMATION**

Park Manor Cypress Station is a 125-bed facility with a current star rating of 2 and a Quality Measures rating of 3. The census on the date of this report was 94. PP:15; MCR: 9; MDC: 45 (+11 pending); HMO:12; Hospice 2.

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

The DON continues to report implementing their emergency plan and following all the state/federal/local mandates. The transmission rate for Harris County is below red. The facility does not have any COVID\_19 positive residents or staff.

Testing of staff is done based on signs and symptoms. PPE inventory is still good, at least a 2 week’s supply.

The Administrator reports the facility continues providing the COVID\_19 vaccine (including booster) in house to staff and residents. The facility staff COVID\_19 vaccination rate is 100% with exemptions and the resident vaccination rate is 80%.

Visitations are still going well after screening and documenting via kiosk. The facility has good participation with meals and activities. The facility continues having Walmart outings and church activities as well as movies and they recently had an Easter party for the residents and the staff.

The Administrator reports the facility still feeds the staff at least monthly and they continue celebrating employee of the month and of the year. The facility still has a Talent Director to focus on retention of employees.

**SURVEY Information**

Park Manor of Cypress Station had their annual full book survey 3/17/23.

Annual Full Book State Survey Summary (Include only if within last 2 months)				
Deficiency Summary	Facility	Texas Average	U.S. Average	Comments:
Number of Health Deficiencies	5			POC accepted
Number of Fire Safety Code Deficiencies	3			

Annual Full Book State Survey Characteristics (include only if within last 2 months)			
Deficiency Area	Scope & Severity	Explanation	Plan of Correction
Abuse & Neglect	0		
Quality of Care	D	Resident call system	Y; accepted
Resident Assessment	D	Develop/implement comprehensive care plans	Y; accepted
Resident Rights	0		
Dietary	0		
Pharmacy	D,E,E	Med error, storage, pharm svcs.	Y; accepted
Environment	0		
Infection Control	0		
Administration	0		

**REPORTABLE INCIDENTS**

Five self-reports related to abuse and neglect, fall with fracture and COVID+ staff all are still pending review for **Jan/Feb/March 2023**.

**CLINICAL TRENDING**

**Incidents/Falls:**

Park Manor Cypress Station reported 71 total falls without injury (PIP in place) and 1 fall with injury during **Jan/Feb/March 2023**, 2 skin tears, 0 bruises, 0 fractures, 0 Lacerations, 0 behaviors



and 0 Elopements.

**Infection Control:**

Administrator reported 62 infections during **Jan/Feb/March 2023** of which 23 were UTIs (PIP in Place), 27 were Respiratory infections, 9 wound infections, 2 Stool infections and 3 Other (no details provided).

**Weight Loss:**

During **Jan/Feb/March 2023**, Park Manor Cypress Station had 8 residents with 5-10% weight loss in 1 month and 0 with >10% weight loss in 6 months.

**Pressure Ulcers:**

In **Jan/Feb/March 2023**, Park Manor Cypress Station had 1 resident with 1 pressure ulcer site – 1 acquired in house.

**Restraints:**

Park Manor of Cypress Station is a restraint free facility.

**Staffing:**

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

**Total number employees:** 111 **Turnover rate%:** 8

**Casper Report:**

Indicator	Current %	State %	National %	Comments/PIPs
New Psychoactive Med Use (S)	1.5%	1.9%	1.9%	
Fall w/Major Injury (L)	1.7%	3.6%	3.5%	
UTI (L) *	0%	1.5%	2.5%	
High risk with pressure ulcers (L) *	6.5%	8.1%	9.1%	
Loss of Bowel/Bladder Control(L)	70%	53.4%	48.2%	PIP on B&B training
Catheter(L)	3.6%	1.8%	2.2%	Diagnosis appropriate
Physical restraint(L)	0%	0%	0.1%	
Increased ADL Assistance(L)	18.5%	18.1%	15.7%	PIP in place
Excessive Weight Loss(L)	0%	5.1%	6.7%	
Depressive symptoms(L)	5.5%	5.9%	8.7%	

Antipsychotic medication (L) *	9.1%	9.7%	14.7%	
--------------------------------	------	------	-------	--

**QIPP Component 1**

Indicator	QAPI Program Y/N	PIP's Implemented (Name specific PIP's)
	<b>Mtg Dates</b>	
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.	YES	
QAPI Meeting dates of submission (owner/operator involvement evident)		

**Component 2**

<b>Indicator</b>	<b>Benchmark Met Y/N</b>	<b>Comments</b>
<b><u>REVIEW TURNOVER PIP CHARTER FROM THE MONTH PRIOR TO QIPP SUBMISSION. INCLUDE UPDATES TO PIPS AND PREPARE FOR A SUCCESS STORY IN THE LAST QUARTER OF QIPP YR 5.</u></b>		
Did NF maintain 4 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?	YES	
<ul style="list-style-type: none"> <li>Additional hours provided by direct care staff?</li> </ul>	YES	
Did NF maintain 8 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?	YES	
<ul style="list-style-type: none"> <li>8 additional hours non-concurrently scheduled?</li> </ul>	YES	
<ul style="list-style-type: none"> <li>Additional hours provided by direct care staff?</li> </ul>	YES	
<ul style="list-style-type: none"> <li>Telehealth used?</li> </ul>	YES	NO ENCOUNTERS
NFs provided in total 12 or 16 hours of RN coverage, respectively, on at least 90 percent of the days within the reporting period?	YES	
NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?	YES	

<ul style="list-style-type: none"> <li>Was Workforce Development data submitted q month to QIPP during the quarter?</li> </ul>	YES	
<ul style="list-style-type: none"> <li>Agency usage or need d/t critical staffing levels</li> </ul>	No	
<ul style="list-style-type: none"> <li>PIP submitted on the topic of resident-centered culture change, workforce development, and staff retention:               <ul style="list-style-type: none"> <li>During the first reporting period?</li> <li>Subsequently reported outcomes related to the plan throughout the eligibility period?</li> <li>Discuss RCA for turnover: Has anything changed from the original RCA?</li> <li>PIP for retention and recruitment is current:</li> <li><b>NEW Retention efforts updated on Current PIP</b></li> </ul> </li> </ul>	YES	

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

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	9.1%	8.15%	6.5%	Y	
Percent of residents who received an anti-psychotic medication	14.7%	12.4%	9.1%	Y	
Percent of residents whose ability to move independently has worsened	16.6%	7.30%	2.5%	Y	
Percent of residents with urinary tract infection	2.5%	0.46%	0%	Y	

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

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

<p><b>Quarter 1</b></p> <ul style="list-style-type: none"> <li>➤ Designated leadership individuals for antibiotic stewardship</li> <li>➤ Written policies on antibiotic prescribing</li> <li>➤ Pharmacy-generated antibiotic use report from within the last six months</li> <li>➤ Lab-generated antibiogram report from within the last six months (or from regional hospital)</li> <li>➤ Audits (monitors and documents) of adherence to hand hygiene</li> <li>➤ Audits (monitors and documents) of adherence to personal protective equipment use</li> <li>➤ Current list of reportable diseases</li> </ul>	<p>Yes</p>				
<p><b>Quarter 2</b></p> <ul style="list-style-type: none"> <li>➤ 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.</li> <li>➤ Infection control policies demonstrating data-driven analysis of NF performance and evidence-based methodologies for intervention. (Reviewed within 6 months of reporting period)</li> </ul> <p><b>**PHARMACY / LAB ANGIOBIOGRAM REPORTS DUE MONTH AFTER QIPP QUARTER ENDS</b></p>	<p>Yes</p>				
<p><b>Quarter 3</b></p> <ul style="list-style-type: none"> <li>➤ Designated leadership individuals for antibiotic stewardship</li> </ul>					

<ul style="list-style-type: none"> <li>➤ Written policies on antibiotic prescribing</li> <li>➤ Pharmacy-generated antibiotic use report from within the last six months</li> <li>➤ Lab-generated antibiogram report from within the last six months (or from regional hospital)</li> <li>➤ Audits (monitors and documents) of adherence to hand hygiene</li> <li>➤ Audits (monitors and documents) of adherence to personal protective equipment use</li> <li>➤ Current list of reportable diseases</li> </ul>					
<p><b>Quarter 4</b></p> <p>Percent of Residents Assessed and Appropriately Given the Pneumococcal Vaccine.</p>	%	%	%		
<p>Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine</p>	%	%	%		

Cory Thompson-Administrator  
Mabinti Kanu, RN-DON

### **FACILITY INFORMATION**

Park Manor Westchase is a 125-bed facility with a current overall star rating of 2 and a Quality of Resident Care star rating of 4. The census on the date of the report was 90: 11 PP; 5 MC; 54 MDC; 15 HMO; and 5 Hospice.

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

The Administrator reported they are still implementing their emergency plan and are following all the state/federal/local mandates. The Administrator reports the transmission rate for Harris County is moderate and wearing masks is currently optional. The facility's last COVID\_19 + was 2 weeks ago. PPE inventory is fine, at least 2 weeks supply.

100% of employees (no exemptions) and 70% of residents have received their COVID\_19 vaccines. The facility provides vaccines and boosters in house.

Visitation is going well, with screening on-going and documenting using kiosk. Visitors are encouraged to wear masks.

Activities been much better, with good participation especially when entertainment comes into the facility. The facility had an Easter party, and they are planning something for Cinco De Mayo and for Mother's Day.

The Administrator reports the facility does celebrate Star of the month with 100.00 gift certificate and a food truck comes out once per quarter (hamburgers in May) and the facility also continues with the MAD Genius program for daily recognition of staff. Cory also goes down the hall daily (handing out poker chips) to recognize staff. The Administrator reports the facility will be holding a chili cookoff contest soon. Star of the year was awarded to a CNA but did not win the car. HMG University through the corporate office still offers scholarships for CNAs to become LVN/RN or LVN to become RN and one of their employees was just accepted into the LVN to RN program.

### **SURVEY Information**

The facility's last survey was October 2022.

### **REPORTABLE INCIDENTS**

The facility had the state in the building in April 2023 to review total of 16 self-reports and complaints and none of them were substantiated and no citations for **Jan/Feb/March 2023**.

### **CLINICAL TRENDING**

**Incidents/Falls**

During **Jan/Feb/March 2023**, Park Manor Westchase reported 27 total falls without injury (11 repeat falls), 7 fall with injury (PIP in place), 1 skin tear, 2 lacerations, 1 elopement, 0 behaviors, 1 fracture, and 0 bruises.

**Infection Control:**

During **Jan/Feb/March 2023**, Park Manor Westchase reported 20 infections of which 9 were UTI's, 3 were Respiratory, 5 wound infections, 0 Blood infections, 2 GI infections, 0 EENT infections and 1 Other.

**Weight loss:**

During **Jan/Feb/March 2023**, Park Manor Westchase had 5 residents with 5% in 1 month or less weight loss and 13 residents with greater than 10% weight loss in 6 months.

**Pressure Ulcers:**

During **Jan/Feb/March 2023** Park Manor Westchase reported 3 residents with pressure ulcers with 8 sites, 3 of them facility acquired.

**Restraints:**

Park Manor Westchase does not use side rails or restraints.

**Staffing:**

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

**Total number employees:** 119      **Turnover rate%:** 15

**CASPER REPORT**

Indicator	Current %	State %	National %	Comments/PIPs
New Psychoactive Med Use (S)	0%	1.9%	1.7%	
Fall w/Major Injury (L)	0%	.95%	.76%	
UTI (L) *	0%	1.42%	2.35%	
High risk with pressure ulcers (L) *	3.57%	7.5%	8.2%	
Loss of Bowel/Bladder Control(L)	95.24%	52.2%	47%	PIP Implemented
Catheter(L)	0%	1.6%	1.7%	

Physical restraint(L)	0%	0%	.1%	
Increased ADL Assistance(L)	18.0%	17%	15%	Will review for PIP
Excessive Weight Loss(L)	1.7%	5%	6%	
Depressive symptoms(L)	3%	5%	7.8%	
Antipsychotic medication (L) *	3.2%	10.6%	14.5%	

**QIPP Measures**

**Component 1**

Indicator	QAPI Program Y/N Mtg Dates	PIP's Implemented (Name specific PIP's)
Comprehensive, data driven QAPI Program/Policy that focuses on actions/activities resulting from analysis/quality assess/assurance of indicators of the outcomes of care and quality of life.	Y	
QAPI Meeting dates of submission (owner/operator involvement evident)	1/17/23, 2/14/23 3/14/23	

**Component 2**

<b><u>Indicator</u></b> <b><u>REVIEW TURNOVER PIP CHARTER FROM THE MONTH PRIOR TO QIPP SUBMISSION. INCLUDE UPDATES TO PIPS AND PREPARE FOR A SUCCESS STORY IN THE LAST QUARTER OF QIPP YR 5.</u></b>	Benchmark Met Y/N	Comments
Did NF maintain 4 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?	Y	
• 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	No encounters
NFs provided in total 12 or 16 hours of RN coverage, respectively, on at least 90 percent of the days within the reporting period?	Y	
NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?	Y	
• Was Workforce Development data submitted q month to QIPP during the quarter?	Y	
• Agency usage or need d/t critical staffing levels	Y	PIP in place
<ul style="list-style-type: none"> <li>• PIP submitted on the topic of resident-centered culture change, workforce development, and staff retention:               <ul style="list-style-type: none"> <li>○ During the first reporting period?</li> <li>○ Subsequently reported outcomes related to the plan throughout the eligibility period?</li> <li>○ Discuss RCA for turnover: Has anything changed from the original RCA?</li> <li>○ PIP for retention and recruitment is current:</li> <li>○ <b>NEW Retention efforts updated on Current PIP</b></li> </ul> </li> </ul>	Y	

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

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	8.1%	2.5%	2.3%	Y	
Percent of residents who received an anti-psychotic medication	14.5%	14.5%	3.3%	Y	
Percent of residents whose ability to move independently has worsened	15.1%	15.1%	7.9%	Y	
Percent of residents with urinary tract infection	2.3%	1.5%	0%	Y	

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

Indicator	Met Y/N	National Benchmark	Baseline Target	Results	Comments
Facility has active infection control program that includes pursuing improved outcomes in vaccination rates and antibiotic stewardship:	Y				
<b>Quarter 1</b>					
➤ Designated leadership individuals for antibiotic stewardship	Y				
➤ Written policies on antibiotic prescribing	Y				
➤ Pharmacy-generated antibiotic use report from within the last six months	Y				
➤ Lab-generated antibiogram report from within the last six months (or from regional hospital)	Y				
➤ Audits (monitors and documents) of adherence to hand hygiene	Y				
➤ Audits (monitors and documents) of adherence to personal protective equipment use	Y				
➤ Current list of reportable diseases	Y				
	Y				
<b>Quarter 2</b>					
➤ 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.	Y				

<ul style="list-style-type: none"> <li>➤ Infection control policies demonstrating data-driven analysis of NF performance and evidence-based methodologies for intervention. (Reviewed within 6 months of reporting period)</li> </ul> <p><b>**PHARMACY / LAB ANGIOBIOGRAM REPORTS DUE MONTH AFTER QIPP QUARTER ENDS</b></p>	Y				
<p><b>Quarter 3</b></p> <ul style="list-style-type: none"> <li>➤ Designated leadership individuals for antibiotic stewardship</li> <li>➤ Written policies on antibiotic prescribing</li> <li>➤ Pharmacy-generated antibiotic use report from within the last six months</li> <li>➤ Lab-generated antibiogram report from within the last six months (or from regional hospital)</li> <li>➤ Audits (monitors and documents) of adherence to hand hygiene</li> <li>➤ Audits (monitors and documents) of adherence to personal protective equipment use</li> <li>➤ Current list of reportable diseases</li> </ul>	Y				
<p><b>Quarter 4</b></p>	National	Baseline	Results	Met Y/N	
Percent of Residents Assessed and Appropriately Given the Pneumococcal Vaccine.	92.7%	95%	100%		
Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine	95.4%	95%	100%		

Administrator: Ken Hiscox  
DON: Linda Obi, RN

### **FACILITY INFORMATION**

Spring Branch Transitional Care Center is managed by Caring Healthcare. They are licensed for 198 beds and are comprised of 4 floors. The CMS overall star rating for the facility is 1 with a 3-star rating in Quality Measures. The facility specializes in Behavioral/psychiatric but also has a wing for Korean residents. The census given on the day of report was 191.

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

The Administrator reported they are still implementing their emergency plan and are following all the state/federal/local mandates. Administrator reports Harris County's Transmission rate is yellow and masks are currently optional.

The Administrator reports the facility is currently free of COVID\_19 and testing is based on symptoms unless not vaccinated and they are tested weekly.

Currently, Spring Branch no longer has a Warm Zone, and they isolate new admissions in their room.

Spring Branch is utilizing their own pharmacy, Med-Options for vaccines. The Administrator reports the percent of residents who are fully vaccinated is 94% and approximately 100% of staff (with 11 exemptions) have received a full series of vaccinations.

PPE Inventory is still good, with at least 2 weeks supply. Spring Branch Transitional Care still utilizes Twin Med for their supplies.

Staffing is better. Currently, the facility is not using agency for staffing. The facility is still using bonuses and negotiating salaries.

The PIP for staffing and psychotropic meds to ensure appropriate diagnosis is still in place.

Visitation is open with screening (still documenting) and visitors wear surgical masks with no issues.

Activities are doing better with small/groups on each floor with fair participation but still room for improvement. The facility is currently re-painting all the rooms and baseboards. The facility has also started some outings with good participation but will be doing more in the future. The Administrator reports the facility had an Easter party for the residents and staff.

**SURVEY Information**

The facility just has had their annual full book survey with 7 health tags (all D level with 1 F for kitchen tag) and 3 LSC. The Administrator reports they will be submitting their 2567 today.

**REPORTABLE INCIDENTS**

Information not provided.

**CLINICAL TRENDING**

**Incidents/Falls:**

Information not provided.

**Infection Control:**

Information not provided.

**Weight loss:**

Information not provided.

**Pressure Ulcers:**

Information not provided.

**Restraints:**

Spring Branch Transitional Care is a restraint free facility.

**Staffing:**

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

Indicator	Current %	State %	National %	Comments/PIPs
New Psychoactive Med Use (S)	13%	22.3%	19.5%	
Fall w/Major Injury (L)	1.8%	3.6%	3.5%	
UTI (L) *	0%	1.5%	2.5%	
High risk with pressure ulcers (L) *	2.9%	8%	9.1%	
Loss of Bowel/Bladder Control(L)	28.4%	53.3%	48.1%	
Catheter(L)	2%	1.5%	1.6%	
Physical restraint(L)	0%	0%	.1%	
Increased ADL Assistance(L)	24.6%	18.1%	15.7%	
Excessive Weight Loss(L)	1.3%	5.1%	6.7%	
Depressive symptoms(L)	0%	5.9%	8.7%	
Antipsychotic medication (L) *	30.3%	22.3%	19.5%	GDR mtgs q 2 wks

**QIPP SCORECARD**

Component 1

Indicator	QAPI & 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-2 <sup>nd</sup> or 3 <sup>rd</sup> Wed of month	
QAPI Meeting dates of submission (owner/operator involvement evident)	Y	

Component 2

Indicator	Benchmark Met Y/N	Comments
<b>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.</b>		
Did NF maintain 4 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?	Y	
<ul style="list-style-type: none"> <li>Additional hours provided by direct care staff?</li> </ul>	Y	
Did NF maintain 8 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?	Y	
<ul style="list-style-type: none"> <li>8 additional hours non-concurrently scheduled?</li> </ul>	Y	
<ul style="list-style-type: none"> <li>Additional hours provided by direct care staff?</li> </ul>	Y	
<ul style="list-style-type: none"> <li>Telehealth used?</li> </ul>	Y	
NFs provided in total 12 or 16 hours of RN coverage, respectively, on at least 90 percent of the days within the reporting period?	Y	
NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?	Y	
<ul style="list-style-type: none"> <li>Was Workforce Development data submitted q month to QIPP during the quarter?</li> </ul>	Y	
<ul style="list-style-type: none"> <li>Agency usage or need d/t critical staffing levels</li> </ul>	N	

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

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

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	%				Information not provided but per corporate, measure on track to be met in 2 <sup>nd</sup> QTR
Percent of residents who received an anti-psychotic medication	%				
Percent of residents whose ability to move independently has worsened	%				
Percent of residents with urinary tract infection	%				

**OIPP 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				
<b>Quarter 1</b> <ul style="list-style-type: none"> <li>➤ Designated leadership individuals for antibiotic stewardship</li> <li>➤ Written policies on antibiotic prescribing</li> <li>➤ Pharmacy-generated antibiotic use report</li> </ul>	Y				

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



<ul style="list-style-type: none"> <li>➤ Pharmacy-generated antibiotic use report from within the last six months</li> <li>➤ Lab-generated antibiogram report from within the last six months (or from regional hospital)</li> <li>➤ Audits (monitors and documents) of adherence to hand hygiene</li> <li>➤ Audits (monitors and documents) of adherence to personal protective equipment use</li> <li>➤ Current list of reportable diseases</li> </ul>					
<p><b>Quarter 4</b></p> <p>Percent of Residents Assessed and Appropriately Given the Pneumococcal Vaccine.</p>					
<p>Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine</p>					

# **Exhibit “D”**

**Winnie Stowell Hospital District  
Amended Lawn Care Agreement**

**I. The Parties.**

This Lawn Services Agreement (“Agreement”) between Winnie Stowell Hospital District, a political subdivision of the State of Texas (“Customer”) and Felipe Ojeda (“Contractor”).

**II. Location.**

The lawn care, as stated in this Agreement, is found at the following street address: 520 Broadway, Winnie, Texas 77665.

**III. The Services.**

The Contractor is to provide routine yard maintenance twice a month, or every two weeks and dispose of the District’s trash (hereafter referred to as “Services”).

**IV. Term.**

This Agreement shall start on June 1, 2023 and go month to month until terminated by either party for any reason with thirty (30) days’ notice.

**V. Payment.**

The Customer agrees to pay the Contractor for the Services rendered \$450.00 for April 2023, and then \$350.00 for each month thereafter.

**VI. General Terms.**

The Customer and Contractor hereby agree to the following terms:

- a. The Contractor will provide all labor, material, and equipment to perform the services in accordance with the requirements herein specified.
- b. Customer will pay Contractor for additional maintenance or repair that may become required for the lawn to sustain an acceptable appearance. The Contractor shall bill the Customer for the cost of work that is above and beyond what is considered reasonable and customary for normal maintenance of the lawn. This additional “above and beyond” repair hereafter shall be referred to as “ad hoc work”.

**VII. General Release and Waiver of Liability.**

- a. **Acknowledgement and Assumption of Risk.** Contractor acknowledges that in the course of the Services provided, the Contractor, or its agents or representatives might cause injuries, death, property damage or other harm to himself; agents or representatives of Contractor; Customer, Customer’s agents or representatives, or other

third parties. Contractor accepts and voluntarily incurs all risks of any such injuries, damages, or harm which arise during or result from the Services provided, except only to the extent caused by the sole negligence or intentional misconduct of Customer or its officers, employees, volunteers, agents, and representatives.

- b. **Waiver and Release.** CONTRACTOR WAIVES, RELEASES AND FOREVER DISCHARGES ALL CLAIMS AGAINST THE CUSTOMER AND ITS OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, AND REPRESENTATIVES (HEREINAFTER COLLECTIVELY “RELEASED PARTIES”) FOR ANY INJURIES, DAMAGES, LOSSES OR CLAIMS, WHETHER KNOWN AND UNKNOWN, WHICH ARISE DURING OR RESULT FROM THE SERVICES PROVIDED, EXCEPT ONLY TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF ANY OF THE RELEASED PARTIES.
  
- c. **Indemnification and Hold Harmless.** CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM ALL LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND OTHER LITIGATION COSTS AND EXPENSES) INCURRED BY ANY OF THE RELEASED PARTIES AS A RESULT OF ANY CLAIMS OR SUITS BROUGHT AGAINST ANY OF THE RELEASED PARTIES TO RECOVER ANY LOSSES, LIABILITIES, COSTS, DAMAGES, OR EXPENSES WHICH ARISE DURING OR RESULTING FROM THE SERVICES PROVIDED, EXCEPT ONLY TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF ANY OF THE RELEASED PARTIES.
  
- d. **Insurance.** To the extent Contractor maintains insurance, Contractor agrees to name the Customer as an additional insured to Contractor’s policy.

**VIII. Choice of Law and Venue:**

The Contractor expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of State of Texas. Furthermore, any action brought by any party hereto shall be brought within the Chambers County, Texas.

**Customer’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contractor’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Distrito Hospitalario Winnie Stowell**  
**Acuerdo de Cuidado del Césped**

**I. Las Partes.**

Este Acuerdo de Servicios de Césped ("Acuerdo") entre el Distrito Hospitalario Winnie Stowell, una subdivisión política del Estado de Texas ("Cliente") y Felipe Ojeda ("Contratista") se realiza y se celebra en la siguiente fecha: 20 de Mayo de 2020.

**II. Ubicación.**

El cuidado del césped, como se indica en este Acuerdo, se encuentra en la siguiente dirección: 520 Broadway, Winnie, Texas 77665.

**III. Los Servicios.**

El Contratista debe proporcionar mantenimiento rutinario del patio dos veces al mes o cada dos semanas (en lo sucesivo denominado los "Servicios").

**IV. Términos del Acuerdo.**

Este Acuerdo comenzará el 1 de junio de 2023 y continuará mes a mes hasta que cualquiera de las partes lo rescinda por cualquier motivo con un aviso de treinta (30) días.

**V. Pago.**

El Cliente acepta pagar al Contratista por los Servicios prestados \$450.00 para abril de 2023 y luego \$350.00 para cada mes a partir de entonces.

**VI. Términos Generales.**

El Cliente y el Contratista acuerdan los siguientes términos:

- a. El Contratista proporcionará toda la mano de obra, material y equipo para realizar los servicios de acuerdo con los requisitos especificados en este documento.
- b. El Cliente pagará al Contratista por el mantenimiento o reparación adicional que pueda ser necesaria para que el césped mantenga una apariencia aceptable. El Contratista facturará al Cliente el costo del trabajo que exceda lo que se considera razonable y habitual para el mantenimiento normal del césped. Esta reparación adicional "por encima y más allá" en lo sucesivo se denominará "trabajo ad hoc".

**VII. Término.**

Este Acuerdo comenzará el 20 de mayo de 2020 y se extenderá mes a mes hasta que cualquiera de las partes lo rescinda con un aviso de treinta (30) días. El cliente reconoce que el Contratista brindó servicios el 22 de mayo de 2020.

**VIII. Liberación General y Renuncia de Responsabilidad.**

- a. **Reconocimiento y Asunción de Riesgo.** El Contratista reconoce que en el curso de los Servicios prestados, el Contratista o sus agentes o representantes pueden causar lesiones, muerte, daños a la propiedad u otros daños a sí mismo; agentes o representantes del contratista; Cliente, agentes o representantes del cliente u otros terceros. El Contratista acepta e incurre voluntariamente en todos los riesgos de tales lesiones, daños o daños que surjan durante o sean resultado de los Servicios prestados, excepto solo en la medida en que sean causados por la sola negligencia o mala conducta intencional del Cliente o sus funcionarios, empleados, voluntarios, agentes. y representantes.
  
- b. **Renuncia y Liberación.** EL CONTRATISTA RENUNCIA, LIBERA Y PARA SIEMPRE DESCARGA TODAS LAS RECLAMACIONES CONTRA EL CLIENTE Y SUS OFICIALES, EMPLEADOS, VOLUNTARIOS, AGENTES Y REPRESENTANTES (AQUÍ DESPUÉS COLECTIVAMENTE "PARTES LIBERADAS") por cualquier lesión, daño, pérdida o reclamos, ya sean conocidos y desconocidos, que surgen durante O RESULTADO DE LOS SERVICIOS PROPORCIONADOS, EXCEPTO SOLO EN LA MEDIDA QUE SEA POR LA NEGLIGENCIA EXCLUSIVA O LA INCORRECCIÓN INTENCIONAL DE CUALQUIERA DE LAS PARTES LIBERADAS.
  
- c. **Indemnización y Mantener Indemne.** EL CONTRATISTA ACUERDA INDEMNIZAR Y RESPALDAR A LAS PARTES LIBERADAS DE TODAS LAS PÉRDIDAS, RESPONSABILIDADES, DAÑOS, COSTOS O GASTOS (INCLUYENDO PERO NO LIMITADO A HONORARIOS RAZONABLES DE ABOGADOS Y OTROS COSTOS Y GASTOS DE LITIGIO) INCURRIDOS POR CUALQUIERA DE LAS PARTES LIBERADAS COMO RESULTADO DE CUALQUIER RECLAMACIÓN O JUEGO COMPRADO CONTRA CUALQUIERA DE LAS PARTES LIBERADAS PARA RECUPERAR CUALQUIER PÉRDIDA, RESPONSABILIDAD, COSTOS, DAÑOS O GASTOS QUE SURGEN DURANTE O RESULTANDO DE LOS SERVICIOS PROPORCIONADOS, EXCEPTO SOLO EN LA MEDIDA DE LA NEGLIGENCIA EXCLUSIVA O LA INCORRECCIÓN INTENCIONAL DE CUALQUIERA DE LAS PARTES LIBERADAS.
  
- d. **Seguro.** En la medida en que el Contratista mantenga un seguro, el Contratista acepta nombrar al Cliente como un asegurado adicional a la póliza del Contratista.

**IX. Elección de Ley y Lugar:**

El Contratista acepta expresamente que este Acuerdo tiene la intención de ser tan amplio e inclusivo como lo permiten las leyes del Estado de Texas, y que este Acuerdo se regirá e interpretará de acuerdo con las leyes del Estado de Texas. Además, cualquier acción presentada por cualquiera de las partes del presente se llevará a cabo dentro del Condado de Chambers, Texas.

**Firma del Cliente:** \_\_\_\_\_

**Fecha:** \_\_\_\_\_

**Firma del Contratista:** \_\_\_\_\_

**Fecha:** \_\_\_\_\_

# **Exhibit “E”**

### **THIRD AMENDMENT TO INDIGENT CARE SUPPORT AGREEMENT**

THIS INDIGENT CARE SUPPORT AGREEMENT (“Agreement”), effective as of May 22, 2023 (the “Effective Date”), is by and between Winnie-Stowell Hospital District (“District”), a political subdivision of the State of Texas and Winnie Community Hospital, LLC (“Hospital”). District and Hospital are sometimes referred to in this Agreement, individually, as a “Party” or, together, as the “Parties.”

#### **RECITAL**

**WHEREAS**, during the December 14, 2022 Public Hearing and Regular Meeting, the District’s Board of Directors unanimously approved the District’s 2023 Budget which included a payment of \$288,370.10 to the Hospital for treatment of the District’s Indigent Care as set forth in the term of the first Amended Indigent Care Agreement effective January 1, 2020 and the Second Amendment to the Indigent Care Support Agreement.

**WHEREAS**, on May 22, 2023, the District’s Board convened in a duly noticed public meeting and unanimously approved this Third Amendment to the Indigent Care Agreement whereby the Parties agree to immediately dispose of the previously approved formulas, annual payments, and true up payments set forth in the prior Indigent Care Support Agreements, and to implement a revised payment formula for the healthcare services provided by the Hospital to the District’s indigent which is sixty percent (60%) of the billed charges for the inpatient and outpatient services.

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

1. Section 6(a) of the First Amended Indigent Agreement shall be amended to provide that effective immediately, the District shall reimburse the Hospital sixty percent of the (60%) of the inpatient and outpatient billed charges for healthcare services provided to the District’s indigent, and upon the expiration of the \$288,370.10, paid to the Hospital on January 18, 2023 for the 2023 indigent care healthcare, the Hospital shall continue to invoice the District monthly for the indigent healthcare provided to the District’s indigent clients. The monthly invoices to the District shall be submitted at least ten (10) days prior to the District’s regular monthly meeting that is scheduled for the third (3<sup>rd</sup>) Wednesday of the month.

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

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



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

**{SIGNATURE PAGE TO FOLLOW}**

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

**HOSPITAL:**

WINNIE COMMUNITY HOSPITAL

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

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

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

**DISTRICT:**

WINNIE-STOWELL HOSPITAL DISTRICT

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

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

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

# **Exhibit “F”**

**AMENDED AND RESTATED RESOLUTION ADOPTING EDUCATIONAL  
FINANCIAL ASSISTANCE POLICY FOR HEALTHCARE PROVIDERS**

**WINNIE STOWELL HOSPITAL DISTRICT**

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF CHAMBERS**       §

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

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

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

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

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

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

**WHEREAS**, since the District does not own or operate a healthcare facility, or a hospital facility and is located within both a HPSA and MUA, to ensure that the District’s indigent and non-indigent residents receive quality healthcare within the District, the District has determined that there is a legitimate public purpose to provide financial assistance in the form of loan

payments to local healthcare providers that provide healthcare to the District's indigent and residents; and

**WHEREAS**, during the May 17, 2017, the District's Board unanimously approved a motion to provide financial assistance in the form of loan payments to area healthcare providers that provide healthcare services to the District's indigent. (See **Exhibit "A"**); and

**WHEREAS**, during the June 15, 2022 Regular Meeting of the District's Board, unanimously approved Resolution Adopting Educational Financial Assistance Policy for Healthcare Providers and at this time, the Board declared that the assistance:

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

**WHEREAS**, during the May 17, 2023 Regular Board Meeting, the implementation of this policy was discussed and it was unanimously approved to adopt this Amendment to the Policy in order to clarify that: a) the intent of the policy is to assist with the cost of student loans incurred by Healthcare Providers to obtain a degree necessary to secure a license as a qualified Healthcare Provider; and b) to establish a maximum loan amount on the requests for assistance.

**NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DISTRICT THAT THE FOLLOWING EDUCATION FINANCIAL ASSISTANCE POLICY BE ADOPTED:**

**1. Definitions:**

- a. **"Financial Assistance"** or **"Assistance"** includes such things as: 1) student loan payments; 2) assistance with maintaining license to provide Healthcare Treatment; or 3) assistance to increase or improve a Providers education and/or ability to provide Healthcare Treatment.
- b. **"Healthcare Employer"** or **"Employer"** is a hospital, healthcare clinic, or emergency medical service department located within the District's boundaries.
- c. **"Healthcare Providers"** or **"Providers"** are defined as licensed employees or volunteers in the State of Texas that provide healthcare treatment to the District's indigent clients and/or residents of the District. Healthcare Providers include, but

are not limited to: doctors, nurse practitioners, nurses, and emergency medical services responders.

- d. **“Healthcare Treatment”** is the exercise of skills within the Provider’s licensed profession to assist with primary care; specialty care; or emergency response care necessary to satisfy the statutory responsibilities of the District set forth in Chapter 61 of the Texas Health and Safety Code and the District’s Indigent Care Policy for Basic Healthcare Services and Optional Healthcare Services adopted by the District’s Board of Directors.
- e. **“Qualified Education Program”** or **“Education”** is a degree, or certificate of completion for a program, necessary for the Healthcare Provider to provide Healthcare Treatment.

## 2. **Process for Requesting Assistance:**

- a. Notwithstanding the District’s decision to sua sponte authorize a grant to an individual who satisfies provisions set forth in Section 2(b) of this policy, it is the responsibility of the Healthcare Provider’s Employer to make a request to the District for assistance with a Provider’s education for a Qualified Education Program reimbursement.
- b. Included in the Healthcare Employers request to the District shall be a written evaluation of the employee based on the following criteria:
  - 1) The Education received and the relationship of the Education to the Healthcare Providers ability to administer Healthcare Treatment to the District’s residents and indigent clients.
  - 2) The Healthcare Providers length of employment, taking into consideration that Providers with longer tenures of employment, or contractual obligations for more than one (1) year with the Employer are preferred by the District;
  - 3) Employer’s evaluation of the Provider;
  - 4) The Provider’s actions to benefit the community; and
  - 5) The Provider’s need for assistance, giving weight to the Healthcare Provider’s income and ability to repay student loans without the District’s assistance.

## 3. **Rules and Guidelines**

- a. Agreements for assistance repayment assistance is within the discretion of the District’s Board and can be terminated at any time for any reason.
- b. Request for assistance shall not be approved during any deferment period.
- c. Financial Assistance payments are for cost incurred in the pursuit of a degree, or classes, required as a prerequisite to receive a license necessary to provide Healthcare Treatment or certifications necessary to provide Healthcare Treatment.
- d. Financial Assistance is limited to the median cost of a degree, or certification, necessary to provide like, or similar Healthcare Treatment.

- e. Recipients shall present proof of application for a student loan forgiveness payment program.
- f. In situations involving the attendance of continuing education or program to improve a Provider's abilities to provide Healthcare Treatment, prior approval of request for assistance are preferred.
- g. Request for assistance will not be considered without a written evaluation by the Healthcare Provider's employer's evaluation detailing the criteria in Section 2(b).
- h. Student Loan repayments are to be made: 1) on a monthly basis; 2) subject to the receipt of a current invoice from the lending institution.
- i. Only Providers employed by a Healthcare Employer are qualified for assistance. It is the responsibility of the Healthcare Employer to give the District notice if the Provider is no longer employed by the Healthcare Employer. Failure to give notice could disqualify the Employer from submitting future requests for assistance.
- j. Healthcare Providers shall be employed on a full-time basis for the Employer.
- k. Volunteers and part-time employees, who are licensed Healthcare Providers, may receive assistance if they can demonstrate active participation (i.e., at least twenty hours per week) in an organization providing Healthcare Treatment to residents of the District by providing objective proof of the Provider's participation (e.g., run reports, time slips, etc.)
- l. Recipients of the District's assistance will be given a 1099 for each year assistance is received and it is the Recipient's responsibility to pay taxes for income derived from the assistance.
- m. Agreements for financial assistance pursuant to this policy are contingent up the Hospital District's availability of funds.

**{SIGNATURE PAGE TO FOLLOW}**

PASSED AND APPROVED this 22nd day of May, 2023.

**WINNIE STOWELL HOSPITAL  
DISTRICT (“WSHD”)**

---

Edward Murrell, President

**ATTEST:**

---

Secretary, Jeff Rollo



# **Exhibit “G-1”**

Pages Removed  
Confidential information

# **Exhibit “G-2”**



## **Contract Agreement between Owner and Contractor**

This agreement made as of the 8th day of May, 2023 between **Elite Plumbing** (“Contractor”) and **Winnie Stowell Hospital District** (“Owner”), a political subdivision of the State of Texas, for the **Coast al Gateway Health Center** on property owned by the District located at 2626 Highway 124, Winnie, Texas 77665 as described in **Exhibit “A”**, being Scope and Specs signed by Contractor and Owner; and the engineering specifications supplied by the Owner set forth in **Exhibit “B”**.

The Owner and Contractor agree to as follows:

### **ARTICLE 1**

#### **Engagement of the Contractor by Owner**

Owner hereby contracts with the Contractor to provide the labor, services, and/or materials to perform construction work described on **Exhibit “A”** and as specified in **Exhibit “B”** appended hereto and made part hereof by reference, upon that certain real property and more commonly known as Winnie Stowell Hospital District.

### **ARTICLE 2**

#### **Scope of Work**

Contractor will furnish all specifications, labor, equipment, materials, hoisting, transportation, supervision, coordination, communication, and storage in a workmanlike manner as specified and described in **“Exhibit A”** attached hereto, which are made a part hereof for reference.

### **ARTICLE 3**

#### **Contract, Drawing and Specifications**

The work (“Work”) upon the Subject Property will be in accordance with drawings and specifications provided by Owner, drawings and specifications are hereby made a part of this Construction Agreement. (*See Exhibit “B”*). This Construction Agreement and the drawings and specifications incorporated hereby are intended to supplement each other. In case of conflict, however, the Parties agree to utilize the specifications, drawings, or design plans that best achieve the purpose of the Agreement and that comply with the Chambers County regulation and the Windstorm requirements.

### **ARTICLE 4**

#### **Time for Commencement and Completion of Work**

Within 5 days after the effective date that is stated within the Construction Agreement, Owner will have the jobsite ready for commencement of the Work to be performed by the Contractor specified hereinabove and shall give Contractor written notice to commence such Work. The

Contractor shall commence work within \_\_\_\_\_ (5) days after such notice or within \_\_\_\_\_ (5) days of receipt of all necessary governmental approvals and permits, whichever date shall last occur.

## **Article 5 Warranties**

- a) All Work shall be free from defects and conform to the requirements of this Agreement, **Exhibit "A"** and **Exhibit "B"**. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials and Work. All Work not so conforming to these standards may be considered defective.
- b) The Contractor further warrants that upon submittal of an application for payment, all Work for which payment has been received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of all liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, suppliers, or other persons or entities making a claim by reason of having provided labor, Materials or Equipment relating to the Work; and that such Materials, or Equipment furnished or installed comply with the applicable requirements of the Contract Documents.

## **ARTICLE 6 Building Permits, Charges, Exactions, and Risk of Loss**

- a) Owner will pay for all necessary building permits. The Contractor shall not be responsible for any bonds, assessments, hookup charges, fees, taxes, or exactions of any utilities, public agencies, or governments other than herein provided.
- b) The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to (i) all employees on the Work and other persons who may be affected thereby, (ii) all the Work and all materials and equipment to be incorporated therein, and (iii) other property at the site or elsewhere. Contractor shall bear all risk of loss to the Work, or materials or equipment for the Work due to fire, theft, vandalism, or other casualty or cause, until the Work is fully completed and accepted by the Owner. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

**ARTICLE 7**  
**Labor and Material**

a) The Owner shall pay all valid charges for labor and materials utilized by Contractor and as described in this document and further detailed in the Scope of Work and Construction Specifications a total amount of \_\_\_\_\_ (\$27,550.00). This contract price will be payable by Owner in accordance with the payment schedule as follows:

- Approximately 80% upon \$19,285.00 \_\_\_\_\_;
- Approximately 20% upon \$8,265.00 \_\_\_\_\_;
- Approximately \_\_\_% upon \_\_\_\_\_;
- Approximately \_\_\_% upon \_\_\_\_\_;

b) Upon submission by the Contractor for the payments, the Contractor shall provide Owner with a draw request that stipulates the basis of the payment. At the end of the Contract, Contractor shall provide, if requested by the Owner, the following:

- 1) A receipt showing payment in full; or
- 2) A waiver of claim and/or lien, from each Subcontractor, materialman, supplier, manufacturer, and dealer for all labor, Material and Equipment used or furnished by each on the Work; and
- 3) An Affidavit of All Bills Paid; and
- 4) A complete release of all claims and/or liens which may have arisen under the Agreement.

**ARTICLE 8**  
**Indemnity and Insurance**

a) The Contractor will indemnify and hold harmless the Owner from all claims, damages, losses and expenses, including reasonable lawyer's fees, relating to the performance of the Work, including such claims, damage, losses or expenses attributable to bodily injury, sickness, disease, or death or injury of any person or damage to property, including loss of use, caused by any negligent act of the Contractor, including its employees, agents, representatives and/or subcontractors. However, said indemnity and hold harmless shall be provided to the extent the negligent acts or omissions of the Contractor or any of the Contractor's employees, subcontractors, or suppliers cause said damages, losses, or expenses.

b) The Contractor will have and maintain, during the entire term of the Project, the following insurance policies: (i) General Liability, including products and completed operations; and (ii) Automobile Liability Insurance. Both the General Liability and Automobile Liability coverage will have coverage with limits as required by District. In addition, Contractor shall name the District as an Additional Insured to its insurance policies required by this Agreement and

provide said copy of the Insurance Certificate naming the District as an Additional Insured prior to the commencement of Work.

## **ARTICLE 9**

### **Extra Work & Deviations from Original Contract Work**

Should Owner or any public or governmental agency or inspector direct any deletion from, modification of, or addition to the Work as hereinabove specified, the costs of such deletion(s), modification(s), or addition(s) shall be added to or deducted from this contract price, as hereinabove defined, as the circumstance dictates. Any and all deletions from, modifications of, or additions to the Scope of Work prescribed by this Construction Agreement together with the adjustment to contract price shall be made or otherwise memorialized in writing and signed by Owner and Contractor prior to the arias of any obligation of whatsoever kind of character on the part of the Contractor to recognize, honor, or adhere to such changes. Any change orders agreed upon shall incur additional costs to include all labor, material, equipment, etc. needed to complete job plus additional overhead and profit at agreed upon percentage of 20%. (See Exhibit "C" – Change Order).

## **ARTICLE 10**

### **Allowances**

If the contract price, as hereinabove defined, includes allowances of any kind or character, and the cost of performing the Work covered by allowance is either greater or less than the allowance, then this Construction Agreement shall be increased or decreased accordingly. Unless otherwise requested by Owner in writing, Contractor shall use its judgment in accomplishing Work covered by an allowance. If Owner requests that Work covered by an allowance be accomplished by the Contractor in such a way that the cost will exceed the allowance, Contractor will be obligated to comply with Owner's request only upon payment by Owner of the additional costs in advance. Additional costs above allowances shall include all labor, material, equipment, etc. needed to complete job plus additional overhead and profit at agreed upon percentage of \_\_\_\_\_%.

## **ARTICLE 11**

### **Remedies upon Default by Owner or Contractor**

In the event Owner or Contractor should default in any of its obligations under this Construction Agreement, then both Owner and Contractor shall be entitled, at each of their sole discretion, to regard this Construction Agreement as terminated and thereafter institute legal proceedings to recover damages permitted by law. If, after executing this Construction Agreement, and either the Owner or the Contractor cause or refuse to allow the Work to proceed as described in this Construction Agreement then both parties acknowledges that the other would suffer damage and they agree to settle by mutual agreement.



## **ARTICLE 12**

### **Delay**

Provided that there are no unforeseen circumstances and acts of God such as excessive rains, hurricanes, floods, or unavailability of materials, the Parties agree that the Contractor shall use its best efforts to complete the Work in        (5) working days.

## **ARTICLE 13**

### **Concealed Conditions**

If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor at the time of execution of this Construction Agreement, Contractor shall bring the existence and nature of such concealed conditions to the attention of Owner. If such concealed conditions prevent, preclude, obstruct performance by Contractor of the Work herein prescribed, or burden the Scope of Work as herein defined by requiring additional work by Contractor to address, correct, and/or rectify such concealed defects, then the Scope of Work and contract price as hereinabove defined shall be adjusted in accordance with this Section to account for all courses of action necessary to address, correct, and/or rectify such concealed conditions.

## **ARTICLE 14**

### **Clean Up**

It shall be Contractor responsibility at regular and appropriate intervals as well as upon completion of the Work herein prescribed to clean up the jobsite and remove debris and surplus material.

## **ARTICLE 15**

### **Inspections**

All Work shall be done in accordance with the specifications and design plans by the engineers engaged by the District, or on behalf of the District. Contractors agree to work with the District's engineers, engineers working on the District's behalf, or representatives of Chambers County (i.e., regulatory authority) before, during and after any Work is commenced

## **ARTICLE 16**

### **Attorney's Fees**

In the event that any proceedings of a judicial or quasi-judicial nature are instituted by any party of the Construction Agreement to secure performance of any of the obligations herein set forth, the prevailing party in such a proceeding shall be entitled to recover, in addition to all other relief provided by law, its reasonable attorney's fees.

**ARTICLE 17**  
**Governing Law**

This Construction Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Texas. Venue for any claims arising from this Agreement shall be in Chambers County, Texas. The Parties agree to mediate any disputes arising from this Agreement prior to filing suit.

**ARTICLE 18**  
**Completeness of Agreement**

This Construction Agreement comprises the sole, exclusive, and totality covenants, and stipulations to which the parties agree. None of the terms, conditions, other conversations, comments, representations, negotiations, statements, or other communications not specifically provided for herein shall be deemed to have survived execution hereof. Should any provision of the Construction Agreement become void or voidable by decision of any court or act of any legislative or quasi-legislative body or entity, then such provision shall be regarded as automatically amended to comply with such decision or act in a manner most favorable to Contractor.

**ARTICLE 19**  
**Modification**

With respect to all matters not governed by Article 9 hereof, this Construction Agreement may not be modified except by a separate written instrument executed by Owner and Contractor.

**ARTICLE 20**  
**Assignment**

Neither Party to this Agreement has the authority to assign said agreement without the other Party's consent.

**ARTICLE 21**  
**Effective Date**

This Construction Agreement shall become effective, binding, and enforceable as against all parties upon the last date of execution by any such party.  
This contract is accepted on the 8th day of May, 2023.

Owner(s):



Contractor:



**EXHIBIT "A"**

Scope and Specs signed by Contractor and Owner

**EXHIBIT "B"**

**EXHIBIT "C"**  
**Request for Change Order**

PROJECT: CHANGE ORDER  
NO.  
DATE:

CONTRACTOR: CONTRACT  
DATE:  
CONTRACT FOR:

We are requesting the following changes to the Work:  
(Include all changes in the Work below, use additional sheets if required)

Description of Work:	
Labor & Materials	\$
Overhead & Profit (20%)	\$
Total Change Order	\$

The original (Contract Sum) (Guaranteed Maximum Price) was	\$
The net change by previously authorized Change Orders	\$
The Contract Sum (Guaranteed Maximum Price) prior to this Change Order was:	\$
The Contract Sum (Maximum Price) will be increased/decreased/unchanged by this Change Order in the amount of	\$
The new (contract sum) including this Change Order will be	\$

This change order is accepted on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Owner(s):

Contractor:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# **Exhibit “G-3”**



Vaughn's Air Condition Company, Inc  
 P.O. Box 618  
 Winnie, TX 77665

WORK ORDER:  
**WO-0259**

**INVOICE**

**Bill to:** WINNIE STOWELL HOSPITAL DISTRIC  
 PO BOX 1997  
 WINNIE, TX 77665

**Invoice Date:** 05/4/2023  
**Site:** MODULAR OFFICE BUILDING  
 MODULAR OFFICE BUILDING

**RECEIVED**  
**MAY - 5 2023**

**Attention:** WINNIE STOWELL HOSPITAL DISTRIC  
 WINNIE STOWELL HOSPITAL D  
 (409) 296-1003

**Work done description:** VAUGHN'S A/C PROPOSES TO INSTALL 400 AMP SERVICE WITH 400 AMP SELF CONTAINED FEED THROUGH METER AND BUILD STAND TO MOUNT SERVICE ON WITH 2 200 AMP DISCONNECTS FEEDING EACH BUILDING WITH 4 2/0 WIRES AND 1 #4 GROUNDS IN 2 INCH CONDUIT ON EACH BUILDING, RUN APPROXIMATELY 120 FT 4 INCH PVC TO PARKING LOT LIGHTS, 2 POLES WITH 4 PARKING LOT LIGHTS, 2 ON EACH POLE. VAUGHN'S A/C WILL FURNISH 3 PARKING LIGHTS (1 ALREADY EXISTED). WE ARE NOT FURNISHING OR SETTING POLES. VAUGHN'S A/C WILL RUN 3 PHASE LINE TO SEWER PUMP.  
 VAUGHN'S A/C WILL FUNISH ALL MATERIALS (EXCEPT POLES) AND LABOR FOR QUOTE PRICE: \$12,300.

HALF PAYMENT DUE AS DOWN PAYMENT. THE REMAINDER DUE UPON COMPLETION OF JOB.

Item	Description	Qty	Rate	Amount \$
Material Sales	-	1.00	12300.00	12300.00
			<b>Sub Total:</b>	12300.00
			<b>Total Amount Due:</b>	<b>12300.00</b>

For questions please call 409-296-9670

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees.

Terms: DUE UPON RECEIPT

THANK YOU FOR YOUR BUSINESS

## **Contract Agreement between Owner and Contractor**

This agreement made as of the 8th day of May, 2023 between **Vaughn's Air Condition Company** ("Contractor") and **Winnie Stowell Hospital District** ("Owner"), a political subdivision of the State of Texas, for the **Coast al Gateway Health Center** on property owned by the District located at 2626 Highway 124, Winnie, Texas 77665 as described in **Exhibit "A"**, being Scope and Specs signed by Contractor and Owner; and the engineering specifications supplied by the Owner set forth in **Exhibit "B"**.

The Owner and Contractor agree to as follows:

### **ARTICLE 1**

#### **Engagement of the Contractor by Owner**

Owner hereby contracts with the Contractor to provide the labor, services, and/or materials to perform construction work described on **Exhibit "A"** and as specified in **Exhibit "B"** appended hereto and made part hereof by reference, upon that certain real property and more commonly known as Winnie Stowell Hospital District.

### **ARTICLE 2**

#### **Scope of Work**

Contractor will furnish all specifications, labor, equipment, materials, hoisting, transportation, supervision, coordination, communication, and storage in a workmanlike manner as specified and described in "**Exhibit A**" attached hereto, which are made a part hereof for reference.

### **ARTICLE 3**

#### **Contract, Drawing and Specifications**

The work ("Work") upon the Subject Property will be in accordance with drawings and specifications provided by Owner, drawings and specifications are hereby made a part of this Construction Agreement. (*See Exhibit "B"*). This Construction Agreement and the drawings and specifications incorporated hereby are intended to supplement each other. In case of conflict, however, the Parties agree to utilize the specifications, drawings, or design plans that best achieve the purpose of the Agreement and that comply with the Chambers County regulation and the Windstorm requirements.

### **ARTICLE 4**

#### **Time for Commencement and Completion of Work**

Within 2 days after the effective date that is stated within the Construction Agreement, Owner will have the jobsite ready for commencement of the Work to be performed by the Contractor specified hereinabove and shall give Contractor written notice to commence such Work. The



Contractor shall commence work within \_\_\_\_\_ (2) days after such notice or within \_\_\_\_\_ (2) days of receipt of all necessary governmental approvals and permits, whichever date shall last occur.

## **Article 5 Warranties**

- a) All Work shall be free from defects and conform to the requirements of this Agreement, **Exhibit "A"** and **Exhibit "B"**. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials and Work. All Work not so conforming to these standards may be considered defective.
- b) The Contractor further warrants that upon submittal of an application for payment, all Work for which payment has been received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of all liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, suppliers, or other persons or entities making a claim by reason of having provided labor, Materials or Equipment relating to the Work; and that such Materials, or Equipment furnished or installed comply with the applicable requirements of the Contract Documents.

## **ARTICLE 6 Building Permits, Charges, Exactions, and Risk of Loss**

- a) Owner will pay for all necessary building permits. The Contractor shall not be responsible for any bonds, assessments, hookup charges, fees, taxes, or exactions of any utilities, public agencies, or governments other than herein provided.
- b) The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to (i) all employees on the Work and other persons who may be affected thereby, (ii) all the Work and all materials and equipment to be incorporated therein, and (iii) other property at the site or elsewhere. Contractor shall bear all risk of loss to the Work, or materials or equipment for the Work due to fire, theft, vandalism, or other casualty or cause, until the Work is fully completed and accepted by the Owner. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

**ARTICLE 7**  
**Labor and Material**

a) The Owner shall pay all valid charges for labor and materials utilized by Contractor and as described in this document and further detailed in the Scope of Work and Construction Specifications a total amount of \_\_\_\_\_ (\$15,000.00). This contract price will be payable by Owner in accordance with the payment schedule as follows:

- Approximately 100% upon 15,000.00 \_\_\_\_\_;
- Approximately \_\_\_% upon \_\_\_\_\_;
- Approximately \_\_\_% upon \_\_\_\_\_;
- Approximately \_\_\_% upon \_\_\_\_\_;

b) Upon submission by the Contractor for the payments, the Contractor shall provide Owner with a draw request that stipulates the basis of the payment. At the end of the Contract, Contractor shall provide, if requested by the Owner, the following:

- 1) A receipt showing payment in full; or
- 2) A waiver of claim and/or lien, from each Subcontractor, materialman, supplier, manufacturer, and dealer for all labor, Material and Equipment used or furnished by each on the Work; and
- 3) An Affidavit of All Bills Paid; and
- 4) A complete release of all claims and/or liens which may have arisen under the Agreement.

**ARTICLE 8**  
**Indemnity and Insurance**

a) The Contractor will indemnify and hold harmless the Owner from all claims, damages, losses and expenses, including reasonable lawyer's fees, relating to the performance of the Work, including such claims, damage, losses or expenses attributable to bodily injury, sickness, disease, or death or injury of any person or damage to property, including loss of use, caused by any negligent act of the Contractor, including its employees, agents, representatives and/or subcontractors. However, said indemnity and hold harmless shall be provided to the extent the negligent acts or omissions of the Contractor or any of the Contractor's employees, subcontractors, or suppliers cause said damages, losses, or expenses.

b) The Contractor will have and maintain, during the entire term of the Project, the following insurance policies: (i) General Liability, including products and completed operations; and (ii) Automobile Liability Insurance. Both the General Liability and Automobile Liability coverage will have coverage with limits as required by District. In addition, Contractor shall name the District as an Additional Insured to its insurance policies required by this Agreement and

provide said copy of the Insurance Certificate naming the District as an Additional Insured prior to the commencement of Work.

## **ARTICLE 9**

### **Extra Work & Deviations from Original Contract Work**

Should Owner or any public or governmental agency or inspector direct any deletion from, modification of, or addition to the Work as hereinabove specified, the costs of such deletion(s), modification(s), or addition(s) shall be added to or deducted from this contract price, as hereinabove defined, as the circumstance dictates. Any and all deletions from, modifications of, or additions to the Scope of Work prescribed by this Construction Agreement together with the adjustment to contract price shall be made or otherwise memorialized in writing and signed by Owner and Contractor prior to the arising of any obligation of whatsoever kind of character on the part of the Contractor to recognize, honor, or adhere to such changes. Any change orders agreed upon shall incur additional costs to include all labor, material, equipment, etc. needed to complete job plus additional overhead and profit at agreed upon percentage of 20%. (See Exhibit "C" – Change Order).

## **ARTICLE 10**

### **Allowances**

If the contract price, as hereinabove defined, includes allowances of any kind or character, and the cost of performing the Work covered by allowance is either greater or less than the allowance, then this Construction Agreement shall be increased or decreased accordingly. Unless otherwise requested by Owner in writing, Contractor shall use its judgment in accomplishing Work covered by an allowance. If Owner requests that Work covered by an allowance be accomplished by the Contractor in such a way that the cost will exceed the allowance, Contractor will be obligated to comply with Owner's request only upon payment by Owner of the additional costs in advance. Additional costs above allowances shall include all labor, material, equipment, etc. needed to complete job plus additional overhead and profit at agreed upon percentage of \_\_\_\_\_%.

## **ARTICLE 11**

### **Remedies upon Default by Owner or Contractor**

In the event Owner or Contractor should default in any of its obligations under this Construction Agreement, then both Owner and Contractor shall be entitled, at each of their sole discretion, to regard this Construction Agreement as terminated and thereafter institute legal proceedings to recover damages permitted by law. If, after executing this Construction Agreement, and either the Owner or the Contractor cause or refuse to allow the Work to proceed as described in this Construction Agreement then both parties acknowledges that the other would suffer damage and they agree to settle by mutual agreement.

**ARTICLE 12**

**Delay**

Provided that there are no unforeseen circumstances and acts of God such as excessive rains, hurricanes, floods, or unavailability of materials, the Parties agree that the Contractor shall use its best efforts to complete the Work in \_\_\_\_\_ (5) working days.

**ARTICLE 13**

**Concealed Conditions**

If Contractor should encounter concealed conditions that were not reasonably anticipated by Contractor at the time of execution of this Construction Agreement, Contractor shall bring the existence and nature of such concealed conditions to the attention of Owner. If such concealed conditions prevent, preclude, obstruct performance by Contractor of the Work herein prescribed, or burden the Scope of Work as herein defined by requiring additional work by Contractor to address, correct, and/or rectify such concealed defects, then the Scope of Work and contract price as hereinabove defined shall be adjusted in accordance with this Section to account for all courses of action necessary to address, correct, and/or rectify such concealed conditions.

**ARTICLE 14**

**Clean Up**

It shall be Contractor responsibility at regular and appropriate intervals as well as upon completion of the Work herein prescribed to clean up the jobsite and remove debris and surplus material.

**ARTICLE 15**

**Inspections**

All Work shall be done in accordance with the specifications and design plans by the engineers engaged by the District, or on behalf of the District. Contractors agree to work with the District's engineers, engineers working on the District's behalf, or representatives of Chambers County (i.e., regulatory authority) before, during and after any Work is commenced

**ARTICLE 16**

**Attorney's Fees**

In the event that any proceedings of a judicial or quasi-judicial nature are instituted by any party of the Construction Agreement to secure performance of any of the obligations herein set forth, the prevailing party in such a proceeding shall be entitled to recover, in addition to all other relief provided by law, its reasonable attorney's fees.

**ARTICLE 17**  
**Governing Law**

This Construction Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Texas. Venue for any claims arising from this Agreement shall be in Chambers County, Texas. The Parties agree to mediate any disputes arising from this Agreement prior to filing suit.

**ARTICLE 18**  
**Completeness of Agreement**

This Construction Agreement comprises the sole, exclusive, and totality covenants, and stipulations to which the parties agree. None of the terms, conditions, other conversations, comments, representations, negotiations, statements, or other communications not specifically provided for herein shall be deemed to have survived execution hereof. Should any provision of the Construction Agreement become void or voidable by decision of any court or act of any legislative or quasi-legislative body or entity, then such provision shall be regarded as automatically amended to comply with such decision or act in a manner most favorable to Contractor.

**ARTICLE 19**  
**Modification**

With respect to all matters not governed by Article 9 hereof, this Construction Agreement may not be modified except by a separate written instrument executed by Owner and Contractor.

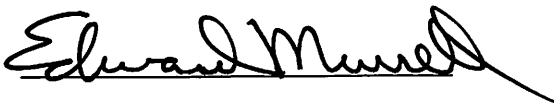
**ARTICLE 20**  
**Assignment**

Neither Party to this Agreement has the authority to assign said agreement without the other Party's consent.

**ARTICLE 21**  
**Effective Date**

This Construction Agreement shall become effective, binding, and enforceable as against all parties upon the last date of execution by any such party.  
This contract is accepted on the 8th day of May, 2023.

Owner(s):



Contractor:



**EXHIBIT "A"**

Scope and Specs signed by Contractor and Owner

**EXHIBIT "B"**

**EXHIBIT "C"**  
**Request for Change Order**

PROJECT: CHANGE ORDER  
NO.  
DATE:

CONTRACTOR: CONTRACT  
DATE:  
CONTRACT FOR:

We are requesting the following changes to the Work:  
(Include all changes in the Work below, use additional sheets if required)

Description of Work:	
Labor & Materials	\$
Overhead & Profit (20%)	\$
Total Change Order	\$

The original (Contract Sum) (Guaranteed Maximum Price) was	\$
The net change by previously authorized Change Orders	\$
The Contract Sum (Guaranteed Maximum Price) prior to this Change Order was:	\$
The Contract Sum (Maximum Price) will be increased/decreased/unchanged by this Change Order in the amount of	\$
The new (contract sum) including this Change Order will be	\$

This change order is accepted on the \_\_\_\_ day of \_\_\_\_\_, 2023.

Owner(s):  
\_\_\_\_\_  
\_\_\_\_\_

Contractor:  
\_\_\_\_\_  
\_\_\_\_\_



# **Exhibit “H”**

**AUTHORIZING RESOLUTION**  
(First Financial Bank-Money Market Account)

At a duly constituted meeting of the Board of Directors of Winnie-Stowell Hospital District (“District”), a political subdivision of the State of Texas established pursuant to CHAPTER 286 OF THE TEXAS HEALTH & SAFETY CODE, held a Regular Meeting on May 22, 2023 and the following resolution was adopted:

**WHEREAS**, during the May 22, 2023 Regular Meeting of the Winnie Stowell Hospital District, duly noticed and attended by a majority of the Board members, the Board unanimously voted to open a money market account at First Financial Bank (“Bank”) to be used as a disbursement account for the loan proceeds and existing funds on deposit designated to repaying the principle and interest for the Salt Creek Capital Loan 22 dated November 22, 2022 and due on October 30, 2023.

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

- (1) First Financial Bank, N.A. (“Bank”) is designated as a depository bank of funds belonging to the Winnie Stowell Hospital District.
- (2) Bank is authorized to open a money market account to serve as a Disbursement Account subject to a Deposit Account Control Agreement (“DACA”) between the Bank, Salt Creek Capital, and the District.
- (3) Upon repayment of Loan 22 to Salt Creek Capital and the receipt of a “paid in full notice” as well as a release of any DACA agreement, the District may close this account.
- (4) It is the District’s policy that two (2) authorized signers approve any disbursements, including wire transfers or ACH from the account and subject to any agreements with the Bank and Salt Creek Capital.
- (5) The following officers of the District, listed below, are authorized to wire transfer funds or ACH Funds to or from the Accounts subject to a (“DACA”) agreement with Bank or Salt Creek Capital

<b>Name</b>	<b>Title</b>	<b>Signature</b>
Edward Murrell	President	_____
Anthony Stramecki	Vice President	_____
Bobby Way	Treasurer	_____

- (6) The following staff and service provider(s) of the District, listed below, are authorized to enter into treasury management agreements; wire transfer funds or ACH Funds to or from the Accounts subject to any necessary DACA agreement with Bank or Salt Creek Capital:

<b>Name</b>	<b>Title</b>	<b>Signature</b>
Sherrie Norris	District Administrator	_____

- (7) Furthermore, the District grants “view access” to this account only at First Financial Bank, N.A. to the following person:

<b>Name</b>	<b>Title</b>	<b>Signature</b>
Mr. Alfred “Rusty” Allen	Salt Creek Capital (Lender)	_____
Mr. Lee Hughes	LTC Group	_____
Mrs. Charice Cole	LTC Group	_____

- (8) The Administrator of the District is authorized and directed to deliver for and on behalf of the District, a certificate of this resolution to the bank.
- (9) The Bank is authorized to rely upon this Resolution until the bank has received written notice of any amendment or recession of the resolution.

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

RESOLUTION APPROVED AND ADOPTED THIS 22nd DAY OF MAY 2023

WINNIE STOWELL HOSPITAL DISTRICT

---

Edward Murrell  
President

**SECRETARY CERTIFICATE**

I, the undersigned, Jeffrey Rollo, Secretary of the Winnie Stowell Hospital District, hereby certify that that the foregoing is a full, true, and correct copy of a resolution duly adopted by the Board of Directors of the Winnie Stowell Hospital District at its Regular Meeting held on May 22, 2023, at which time a majority of the members were present and voted to establish a money market account at First Financial Bank to hold loan proceeds and funds on deposit at the Bank designated to repay interest and principle for Loan 22 with Salt Creek Capital. I further certify that the resolution is entered in the minutes and has not been amended or repealed.

**IN WITNESS WHEREOF**, I have hereunto set my hand as Secretary this 22nd day of May 2023.

---

Jeffrey Rollo, Treasurer  
Board of Directors