

# **Exhibit “A-1”**

## Winnie-Stowell Hospital District

## Balance Sheet

As of June 30, 2023

07/17/23

Accrual Basis

|  | <u>Jun 30, 23</u>            |
|--|------------------------------|
| <b>ASSETS</b>                              |                              |
| <b>Current Assets</b>                      |                              |
| <b>Checking/Savings</b>                    |                              |
| 100 Prosperity Bank -Checking              | 508,154.75                   |
| 102 First Financial Bank                   |                              |
| 102b FFB #4846 DACA                        | 10,227,242.64                |
| 102c FFB #7190 Money Market                | 13,791,398.74                |
| 102d FFB #7639 CD                          | 8,200,000.00                 |
| <b>Total 102 First Financial Bank</b>      | <b>32,218,641.38</b>         |
| 105 TexStar                                | 717,588.13                   |
| 108 Stellar Bank NH Combined               | 4,696,121.39                 |
| <b>Total Checking/Savings</b>              | <b>38,140,505.65</b>         |
| <b>Other Current Assets</b>                |                              |
| 110 Sales Tax Receivable                   | 132,417.87                   |
| 114 Accounts Receivable NH                 | 48,284,816.91                |
| 116 - A/R Gulf Cost CHOW - LOC             | 3,800,000.00                 |
| 117 NH - QIPP Prog Receivable              |                              |
| 117.05 NH QIPP 5                           | 510,236.39                   |
| 117.06 NH QIPP 6                           | 5,583,173.03                 |
| 117 NH - QIPP Prog Receivable - Other      | 2,895,709.21                 |
| <b>Total 117 NH - QIPP Prog Receivable</b> | <b>8,989,118.63</b>          |
| 118 Prepaid Expense                        | 35,694.65                    |
| 119 Prepaid IGT                            | 18,706,389.45                |
| <b>Total Other Current Assets</b>          | <b>79,948,437.51</b>         |
| <b>Total Current Assets</b>                | <b>118,088,943.16</b>        |
| <b>Fixed Assets</b>                        | <b>1,432,128.17</b>          |
| <b>TOTAL ASSETS</b>                        | <b><u>119,521,071.33</u></b> |
| <b>LIABILITIES &amp; EQUITY</b>            |                              |
| <b>Liabilities</b>                         |                              |
| <b>Current Liabilities</b>                 |                              |
| <b>Other Current Liabilities</b>           |                              |
| 190 NH Payables Combined                   | 4,669,410.24                 |
| 201 NHP Accounts Payable                   | 409,621.42                   |
| 205 FFB Loan (5 Mth)                       | 7,260,009.61                 |
| 206 FFB Loan (11 Mth)                      | 14,353,948.46                |
| 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                    | 1,063.58                     |
| 240 Accounts Payable NH                    | 57,671,040.13                |
| <b>Total Other Current Liabilities</b>     | <b>97,422,786.20</b>         |
| <b>Total Current Liabilities</b>           | <b>97,422,786.20</b>         |
| <b>Total Liabilities</b>                   | <b>97,422,786.20</b>         |
| <b>Equity</b>                              | <b>22,098,285.13</b>         |
| <b>TOTAL LIABILITIES &amp; EQUITY</b>      | <b><u>119,521,071.33</u></b> |

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

|   | Jan - Jun 23         | Budget               | \$ Over Budget        | % of Budget  |
|---|----------------------|----------------------|-----------------------|--------------|
| <b>Ordinary Income/Expense</b>            |                      |                      |                       |              |
| <b>Income</b>                             |                      |                      |                       |              |
| 400 Sales Tax Revenue                     | 402,826.97           | 770,000.00           | -367,173.03           | 52.3%        |
| 405 Investment Income                     | 39,329.78            | 35,000.00            | 4,329.78              | 112.4%       |
| 407 Rental Income                         | 21,000.00            | 69,500.00            | -48,500.00            | 30.2%        |
| 409 Tobacco Settlement                    | 14,398.30            | 11,000.00            | 3,398.30              | 130.9%       |
| 415 Nursing Home - QIPP Program           | 33,797,631.01        | 64,796,074.68        | -30,998,443.67        | 52.2%        |
| <b>Total Income</b>                       | <b>34,275,186.06</b> | <b>65,681,574.68</b> | <b>-31,406,388.62</b> | <b>52.2%</b> |
| <b>Gross Profit</b>                       | <b>34,275,186.06</b> | <b>65,681,574.68</b> | <b>-31,406,388.62</b> | <b>52.2%</b> |
| <b>Expense</b>                            |                      |                      |                       |              |
| 500 Admin-Administrative Salary           | 40,939.22            | 80,312.00            | -39,372.78            | 51.0%        |
| 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           | 3,816.20             | 10,025.00            | -6,208.80             | 38.1%        |
| 505 Admin-Board Bonds                     | 0.00                 | 250.00               | -250.00               | 0.0%         |
| 515 Admin-Bank Service Charges            | 635.11               | 1,400.00             | -764.89               | 45.4%        |
| 521 Professional Fees - Acctng            | 15,682.50            | 36,000.00            | -20,317.50            | 43.6%        |
| 522 Professional Fees-Auditing            | 0.00                 | 26,000.00            | -26,000.00            | 0.0%         |
| 523 Professional Fees - Legal             | 6,000.00             | 25,000.00            | -19,000.00            | 24.0%        |
| 550 Admin-D&O / Liability Ins.            | 15,681.26            | 16,000.00            | -318.74               | 98.0%        |
| 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                           | 647.75               | 1,500.00             | -852.25               | 43.2%        |
| 570 Admin-District/County Prom            | 0.00                 | 5,000.00             | -5,000.00             | 0.0%         |
| 571 Admin-Office Supp. & Exp.             | 2,902.02             | 10,000.00            | -7,097.98             | 29.0%        |
| 572 Admin-Web Site                        | 0.00                 | 1,000.00             | -1,000.00             | 0.0%         |
| 573 Admin-Copier Lease/Contract           | 1,561.64             | 3,000.00             | -1,438.36             | 52.1%        |
| 575 Admin-Cell Phone Reimburse            | 900.00               | 1,800.00             | -900.00               | 50.0%        |
| 576 Admin-Telephone/Internet              | 1,699.60             | 3,500.00             | -1,800.40             | 48.6%        |
| 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                     | 2,040.00             | 4,080.00             | -2,040.00             | 50.0%        |
| 593 Admin-Utilities                       | 1,489.42             | 4,000.00             | -2,510.58             | 37.2%        |
| 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            | 3,360.00             | 6,000.00             | -2,640.00             | 56.0%        |
| <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             | 112,376.32           | 300,000.00           | -187,623.68           | 37.5%        |
| <b>601.03 IC-Non Hosp-Specl Pro</b>       |                      |                      |                       |              |
| 601.03a Dental                            | 9,603.00             | 10,500.00            | -897.00               | 91.5%        |
| 601.03b IC Vision                         | 815.00               | 1,200.00             | -385.00               | 67.9%        |
| 601.04 IC-Non Hosp Cost-Other             | 22,351.55            | 12,500.00            | 9,851.55              | 178.8%       |
| 601.05 IC - Charity Care Prog             | 0.00                 | 25,000.00            | -25,000.00            | 0.0%         |
| <b>Total 601.03 IC-Non Hosp-Specl Pro</b> | <b>32,769.55</b>     | <b>49,200.00</b>     | <b>-16,430.45</b>     | <b>66.6%</b> |
| <b>Total 601 IC-Healthcare Expenses</b>   | <b>433,913.46</b>    | <b>784,886.86</b>    | <b>-350,973.40</b>    | <b>55.3%</b> |
| 602 IC-WCH 1115 Waiver Prog               | 34,229.89            | 129,340.00           | -95,110.11            | 26.5%        |
| 603 IC-Pharmaceutical Costs               | 28,893.68            | 37,600.00            | -8,706.32             | 76.8%        |
| 604 Hosp Uncomp. Care Repayment           | 147,856.73           |                      |                       |              |
| 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           | 121,231.25           | 283,643.00           | -162,411.75           | 42.7%        |
| 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                 | 56,832.00            | 168,800.00           | -111,968.00           | 33.7%        |
| <b>Total 607.03 WSVEMS</b>                | <b>56,832.00</b>     | <b>168,800.00</b>    | <b>-111,968.00</b>    | <b>33.7%</b> |
| <b>607.06 FQHC(Coastal)</b>               |                      |                      |                       |              |
| 607.06a FQHC                              | 0.00                 |                      |                       |              |
| 607.06 FQHC(Coastal) - Other              | 528,690.86           | 914,112.00           | -385,421.14           | 57.8%        |
| <b>Total 607.06 FQHC(Coastal)</b>         | <b>528,690.86</b>    | <b>914,112.00</b>    | <b>-385,421.14</b>    | <b>57.8%</b> |

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

|   | Jan - Jun 23          | Budget               | \$ Over Budget        | % of Budget  |
|---|-----------------------|----------------------|-----------------------|--------------|
| 607.99 WSHD - Grants Other              |                       |                      |                       |              |
| 607.99a Marcelous Williams              | 28,719.05             | 57,742.12            | -29,023.07            | 49.7%        |
| 607.Admin-Cont Ed-Med Pers.             | 900.84                | 1,801.68             | -900.84               | 50.0%        |
| <b>Total 607.99 WSHD - Grants Other</b> | <b>29,619.89</b>      | <b>59,543.80</b>     | <b>-29,923.91</b>     | <b>49.7%</b> |
| <b>Total 607 WSHD - Grants</b>          | <b>736,374.00</b>     | <b>2,426,098.80</b>  | <b>-1,689,724.80</b>  | <b>30.4%</b> |
| 611 IC-Indigent Care Dir Salary         | 33,152.02             | 65,264.00            | -32,111.98            | 50.8%        |
| 612 IC-Payroll Taxes -Ind Care          | 2,127.72              | 5,125.00             | -2,997.28             | 41.5%        |
| 615 IC-Software                         | 6,654.00              | 13,308.00            | -6,654.00             | 50.0%        |
| 616 IC-Travel                           | 172.84                | 600.00               | -427.16               | 28.8%        |
| 617 Youth Programs                      |                       |                      |                       |              |
| 617.01 Youth Counseling                 | 8,245.00              | 25,000.00            | -16,755.00            | 33.0%        |
| 617.02 Irlen Program                    | 0.00                  | 600.00               | -600.00               | 0.0%         |
| <b>Total 617 Youth Programs</b>         | <b>8,245.00</b>       | <b>25,600.00</b>     | <b>-17,355.00</b>     | <b>32.2%</b> |
| 630 NH Program-Mgt Fees                 | 10,324,405.85         | 17,446,084.60        | -7,121,678.75         | 59.2%        |
| 631 NH Program-IGT                      | 14,043,030.62         | 31,638,239.32        | -17,595,208.70        | 44.4%        |
| 632 NH Program-Telehealth Fees          | 119,897.65            | 196,091.32           | -76,193.67            | 61.1%        |
| 633 NH Program-Acctg Fees               | 19,867.50             | 35,000.00            | -15,132.50            | 56.8%        |
| 634 NH Program-Legal Fees               | 165,815.81            | 250,000.00           | -84,184.19            | 66.3%        |
| 635 NH Program-LTC Fees                 | 1,434,000.00          | 3,120,000.00         | -1,686,000.00         | 46.0%        |
| 637 NH Program-Interest Expense         | 1,837,144.77          | 3,656,575.04         | -1,819,430.27         | 50.2%        |
| 638 NH Program-Loan/Bank Fees           | 710,484.42            | 100.00               | 710,384.42            | 710,484.4%   |
| 639 NH Program-Appraisal                | 49,029.25             | 23,250.00            | 25,779.25             | 210.9%       |
| 674 - Property Acquisition              | 606,690.66            | 534,062.00           | 72,628.66             | 113.6%       |
| 675 HWY 124 Expenses                    |                       |                      |                       |              |
| 675.01 Tony's BBQ Bldg Expenses         | 0.00                  | 25,000.00            | -25,000.00            | 0.0%         |
| 675.02 Clinic Expenses                  | 0.00                  | 10,000.00            | -10,000.00            | 0.0%         |
| 675 HWY 124 Expenses - Other            | 0.00                  |                      |                       |              |
| <b>Total 675 HWY 124 Expenses</b>       | <b>0.00</b>           | <b>35,000.00</b>     | <b>-35,000.00</b>     | <b>0.0%</b>  |
| 676 Building-Property Insurance         | 17,403.92             |                      |                       |              |
| Payroll Expenses                        | 0.00                  |                      |                       |              |
| <b>Total Expense</b>                    | <b>30,867,682.70</b>  | <b>60,727,786.94</b> | <b>-29,860,104.24</b> | <b>50.8%</b> |
| <b>Net Ordinary Income</b>              | <b>3,407,503.36</b>   | <b>4,953,787.74</b>  | <b>-1,546,284.38</b>  | <b>68.8%</b> |
| <b>Other Income/Expense</b>             |                       |                      |                       |              |
| <b>Other Income</b>                     |                       |                      |                       |              |
| 416 Nursing Home Operations             | 129,915,934.92        |                      |                       |              |
| Covid Provider Relief Funds             | 0.00                  |                      |                       |              |
| <b>Total Other Income</b>               | <b>129,915,934.92</b> |                      |                       |              |
| <b>Other Expense</b>                    |                       |                      |                       |              |
| 640 Nursing Home Oper. Expenses         | 129,915,934.92        |                      |                       |              |
| <b>Total Other Expense</b>              | <b>129,915,934.92</b> |                      |                       |              |
| <b>Net Other Income</b>                 | <b>0.00</b>           |                      |                       |              |
| <b>Net Income</b>                       | <b>3,407,503.36</b>   | <b>4,953,787.74</b>  | <b>-1,546,284.38</b>  | <b>68.8%</b> |

# **Exhibit “A-2”**

**WSHD Treasurer's Report**

**Reporting Date:** **Wednesday, July 19, 2023**

| Pending Expenses                 |                            | For | Amount              | Funds Summary   | Totals                   |
|----------------------------------|----------------------------|-----|---------------------|---|--------------------------|
| Indigent Healthcare Solutions    | Inv #76114                 |     | \$1,109.00          | Prosperity Operating (Unrestricted)   | \$544,083.65             |
| Brookshire Brothers              | Indigent Care              |     | \$2,926.02          | First Financial DACA (Unrestricted)   | \$9,093,287.41           |
| Wilcox Pharmacy                  | Indigent Care              |     | \$1,713.90          | First Financial DACA (Restricted)   | \$2,201,233.13           |
| UTMB at Galveston                | Indigent Care              |     | \$19,402.04         | First Financial Money Market (Restricted)   | \$13,840,344.06          |
| UTMB Faculty Group               | Indigent Care              |     | \$5,922.70          | TexStar (Restricted)  | \$717,588.13             |
| Thompson Outpatient Clinic       | Indigent Care              |     | \$1,568.24          | FFB CD Balance  | \$8,200,000.00           |
| Omnipoint Health-Dental          | SP Program                 |     | \$1,100.00          | Total District Funds  | <b>\$34,596,536.38</b>   |
| Nicki Holtzman                   | Youth Counseling           |     | \$425.00            | Less First Financial (Restricted)   | <b>(\$2,201,233.13)</b>  |
| Kalos Counseling (Benjamin Odom) | Youth Counseling           |     | \$255.00            | Less TexStar Reserve Account  | <b>(\$717,588.13)</b>    |
| Technology Solutions of Tx       | Inv #1790                  |     | \$95.00             | Less LOC Outstanding  | \$0.00                   |
| Felipe Ojedia-Yard Service       | Inv #1039                  |     | \$350.00            | Less First Financial Money Market (Restricted)  | <b>(\$13,840,344.06)</b> |
| Graciela Chavez-Office Cleaning  | Inv #965960                |     | \$120.00            | Less Committed Funds (See Total Commitment)   | <b>(\$917,572.28)</b>    |
| Benckenstein & Oxford            | Inv # 50832                |     | \$39,088.92         | Cash Position (Less First Financial Restricted)   | <b>\$16,919,798.78</b>   |
| Hubert Oxford                    | Legal Retainer             |     | \$1,000.00          | Pending Expenses  | <b>(\$303,398.31)</b>    |
| Makayla Vidal                    | Inv #00022                 |     | \$7,175.00          | Ending Balance (Cash Position-Pending Expenses)   | <b>\$16,616,400.47</b>   |
| American Education Services      | S Stern-Student Loan       |     | \$150.14            | *Total Funds (Ending Balance+LOC Outstanding+QIPP Funds Outstanding+Outstanding Chow Loans) | <b>\$20,926,403.51</b>   |
| Coastal Gateway                  | Grant July Request         |     | \$64,238.07         | <b>Prior Month</b>  |                          |
| Function4                        | Inv #1044149               |     | \$23.25             | Prosperity Operating (Unrestricted)   | \$431,707.09             |
| Gulfway Lumber                   | Inv #2306-234216 (Hwy 124) |     | \$6,679.30          | First Financial (Unrestricted)  | \$9,546,970.94           |
| Fitz & Shipman                   | Inv # 0086006 (Hwy 124)    |     | \$2,200.00          | First Financial (Restricted)  | \$8,847,962.23           |
| Winnie Community Hospital        | WCH DY8 Recoup Demand      |     | \$147,856.73        | First Financial Money Market (Restricted)   | \$13,974,201.35          |
|                                  |                            |     |                     | TexStar (Restricted)  | \$714,606.50             |
| <b>Total Pending Expenses:</b>   |                            |     | <b>\$303,398.31</b> | FFB CD Balance  | \$8,200,000.00           |
|                                  |                            |     |                     | Total District Funds  | <b>\$41,715,448.11</b>   |
|                                  |                            |     |                     | Less First Financial (Restricted)   | <b>(\$8,847,962.23)</b>  |
|                                  |                            |     |                     | Less TexStar Reserve Account  | <b>(\$714,606.50)</b>    |
|                                  |                            |     |                     | Less LOC Outstanding  | \$0.00                   |
|                                  |                            |     |                     | Less First Financial Money Market (Restricted)  | <b>(\$13,974,201.35)</b> |
|                                  |                            |     |                     | Less Committed Funds (See Total Commitment)   | <b>(\$450,991.25)</b>    |
|                                  |                            |     |                     | Cash Position (Less First Financial Restricted)   | <b>\$17,727,686.78</b>   |
|                                  |                            |     |                     | Pending Expenses  | <b>(\$168,116.64)</b>    |
|                                  |                            |     |                     | Ending Balance (Cash Position-Pending Expenses)   | <b>\$17,559,570.14</b>   |
|                                  |                            |     |                     | Total Funds (Ending Balance+LOC Outstanding+QIPP Funds Outstanding+Committed Funds)         | <b>\$22,748,861.41</b>   |

\*Difference in Total Funds from June to July is \$1,635,512.26

|                                 |                |
|---------------------------------|----------------|
| Funds committed to Hospital     | \$680,007.87   |
| Interest payment on 11 mth loan | \$101,972.84   |
| Origination fee                 | \$710,484.41   |
|                                 | \$1,492,465.12 |

| First Financial Bank Reconciliations                                    |                        |                         |                       |                       |                       |
|---|------------------------|-------------------------|-----------------------|-----------------------|-----------------------|
| FFB Balance   | \$11,294,520.54        |                         |                       |                       |                       |
|   | Restricted Funds       | Total Scheduled Payment | Balance Received      | Balance Due           | Due to District       |
| <b>Gross Yr. 6, Component 1-IGT 11 (First Half)</b>                     |                        |                         |                       |                       |                       |
| May (1st Half)  | \$1,089,283.19         | \$2,556,598.72          | \$1,089,283.19        | \$1,467,315.53        | \$1,089,283.19        |
| Remainder   | \$326,321.75           | \$326,321.00            | \$326,321.00          | \$0.00                | \$326,321.00          |
| <b>Total Component 1, IGT 10</b>  | <b>\$1,415,604.94</b>  | <b>\$2,882,919.72</b>   | <b>\$1,415,604.19</b> | <b>\$1,467,315.53</b> | <b>\$1,415,604.19</b> |
| <b>5 Month Set Aside (FFB)</b>  |                        |                         |                       |                       |                       |
| Remainder received for April  | \$326,321.00           | \$326,321.00            | \$326,321.00          | \$0.00                | \$326,321.00          |
| May (1st Half)  | \$1,089,283.19         | \$2,125,037.22          | \$1,089,283.19        | \$1,035,754.03        | \$1,089,283.19        |
| Remainder to receive in order to make Minimum Payment (included in May) | \$455,965.78           |                         |                       | \$455,965.78          |                       |
| <b>Total Loan Set Aside</b>   | <b>\$1,871,569.97</b>  | <b>\$2,451,358.22</b>   | <b>\$1,415,604.19</b> | <b>\$1,491,719.81</b> | <b>\$1,415,604.19</b> |
| <b>Yr. 6, Component 2 (Public &amp; Private)</b>                        |                        |                         |                       |                       |                       |
| Q3-Comp. 2-March  | \$364,082.97           | \$680,206.88            | \$680,206.88          | \$0.00                | \$316,123.91          |
| Q3-Comp. 2-April  | \$351,435.64           | \$654,912.22            | \$654,912.22          | \$0.00                | \$303,476.58          |
| Q3-Comp. 2-May  | \$163,754.29           | \$656,154.82            | \$279,549.52          | \$376,605.30          | \$115,795.23          |
| <b>Total Component 2 due to MGRs.</b>                                   | <b>\$879,272.90</b>    | <b>\$1,991,273.92</b>   | <b>\$1,614,668.62</b> | <b>\$376,605.30</b>   | <b>\$735,395.72</b>   |
| <b>Variance Payments (Component 1, 2, 3, 4, and Lapsing Funds)</b>      |                        |                         |                       |                       |                       |
| Variance March  | <b>(\$630.96)</b>      | \$241,386.05            | <b>(\$1,261.92)</b>   | \$242,647.97          | <b>(\$630.96)</b>     |
| Variance April  | <b>(\$63,653.35)</b>   | <b>(\$127,306.69)</b>   | <b>(\$127,306.69)</b> | \$0.00                | <b>(\$63,653.35)</b>  |
| Variance May  | <b>(\$38,194.41)</b>   | <b>(\$185,639.04)</b>   | <b>(\$76,388.81)</b>  | <b>(\$109,250.23)</b> | <b>(\$38,194.41)</b>  |
| <b>Variance Payment Totals</b>  | <b>(\$102,478.71)</b>  | <b>(\$71,559.69)</b>    | <b>(\$204,957.42)</b> | <b>\$133,397.74</b>   | <b>(\$102,478.71)</b> |
| <b>Non-QIPP Funds</b>   |                        |                         |                       |                       |                       |
|   | \$8,834.00             |                         |                       |                       |                       |
| <b>Restricted</b>   | <b>\$2,201,233.13</b>  |                         |                       |                       |                       |
| <b>Unrestricted</b>   | <b>\$9,093,287.41</b>  |                         |                       |                       |                       |
| <b>Total Funds</b>  | <b>\$11,294,520.54</b> |                         |                       |                       |                       |

| Committed Funds                 |                          |                       |                       |                           |
|---------------------------------|--------------------------|-----------------------|-----------------------|---------------------------|
| Commitment                      | Total Initial Commitment | YTD Paid by District  | Committed Balance     |                           |
| 1. FQHC Grant Funding-2023      | \$914,112.00             | \$528,690.86          | \$385,421.14          | January through June 2023 |
| 2. Hospital-DY 8 Repayment      | \$680,007.87             | \$147,856.73          | \$532,151.14          |                           |
| 3. Interim Working Capital Loan | \$7,000,000.00           | \$3,800,000.00        | \$3,800,000.00        |                           |
| <b>Total Commitments</b>        | <b>\$8,594,119.87</b>    | <b>\$4,476,547.59</b> | <b>\$4,717,572.28</b> |                           |

| Gulf Coast Interim Working Capital Loan |                       |                          |  |
|---|-----------------------|--------------------------|--|
|   | Amount Advanced       | Line of Credit Remaining |  |
| Tuesday, January 10, 2023               | \$760,000.00          | \$6,240,000.00           | To date, the District has received a total of \$428,893.96 in payments for the Gulf Coast Facilities. Of the funds received \$82,098.24 is for Medicaid funding, which is due to the District. These funds are on deposit at Stellar Bank in each of the six (6) |
| Friday, February 10, 2023               | \$760,000.00          | \$5,480,000.00           |  |
| Thursday, March 9, 2023                 | \$760,000.00          | \$4,720,000.00           |  |
| Friday, April 7, 2023                   | \$760,000.00          | \$3,960,000.00           |  |
| Tuesday, May 9, 2023                    | \$760,000.00          | \$3,200,000.00           |  |
| <b>Amount Paid</b>                      | <b>\$3,800,000.00</b> | <b>\$3,200,000.00</b>    |  |

| 5 Month Outstanding Short Term Revenue Note (Acct #57627)<br>Buyout of Loan 22 and Termination Payment for Salt Creek |                         |                          |                       |                          |                |
|---|-------------------------|--------------------------|-----------------------|--------------------------|----------------|
| Annual Interest Rate  | 8.25%                   | Payments Per Year        | 5                     | Origination Fee          | \$116,944.93   |
| Years   | 1                       | Amount                   | \$11,694,493.48       |                          |                |
| Amortization Table  | Component Payment       | Principle                | Interest              | Payment                  | Balance        |
| 1-June 30, 2023 (March & April 2023, Comp. 1) Payoff  | (\$4,509,523.54)        | (\$4,434,483.88)         | (\$75,039.66)         | (\$4,509,523.54)         | \$7,260,009.60 |
| 2-July 31, 2023 (May 2023, Comp. 1)   | (\$1,871,569.97)        | (\$1,815,002.40)         | (\$56,567.57)         | (\$1,871,569.97)         | \$5,445,007.20 |
| 3-August 31, 2023 (June 2023 Comp. 1)   |                         | (\$2,338,898.70)         | (\$37,434.42)         | (\$2,376,333.12)         | \$3,106,108.50 |
| 4-September 30, 2023 (July 2023, Comp. 1)   |                         | (\$2,338,898.70)         | (\$21,354.50)         | (\$2,360,253.19)         | \$767,209.81   |
| 5-October 31, 2023 (August 2023, Comp. 1)   |                         | (\$767,209.81)           | (\$5,274.57)          | (\$772,484.37)           | \$0.00         |
| 6-October 31, 2023 (Adjustment-Shortfall)   |                         |                          | \$0.00                |                          | \$0.00         |
| <b>Amount Paid</b>  | <b>(\$6,381,093.51)</b> | <b>(\$11,694,493.48)</b> | <b>(\$195,670.72)</b> | <b>(\$11,890,164.19)</b> | <b>\$0.00</b>  |

| First Financial Bank-11 Month Outstanding Short Term Revenue Note-Loan 23 (Acct #57635) (June 2023-May 31, 2023)<br>1st Half of Year 7 |                        |                          |                       |                          |                 |
|--|------------------------|--------------------------|-----------------------|--------------------------|-----------------|
| Annual Interest Rate   | 8.25%                  | Payments Per Year        | 11                    | Origination Fee          | \$143,539.48    |
| Years  | 1                      | Amount                   | \$14,353,948.46       | Salt Creek Original Fee  | \$450,000.00    |
| Amortization Table   | Component Payment      | Principle                | Interest              | Payment                  | Balance         |
| 1-June 30, 2023  |                        |                          | (\$101,972.84)        | (\$101,972.84)           | \$14,353,948.46 |
| 2-July 31, 2023  |                        |                          | (\$101,972.84)        | (\$101,972.84)           | \$14,353,948.46 |
| 3-August 31, 2023  |                        |                          | (\$101,972.84)        | (\$101,972.84)           | \$14,353,948.46 |
| 4-September 30, 2023   |                        |                          | (\$101,972.84)        | (\$101,972.84)           | \$14,353,948.46 |
| 5-October 31, 2023 (September, Comp. 1)  | \$2,252,580.63         | (\$2,392,324.74)         | (\$101,972.84)        | (\$2,494,297.58)         | \$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>   | <b>\$14,353,948.47</b> | <b>(\$14,353,948.46)</b> | <b>(\$756,572.69)</b> | <b>(\$15,110,521.15)</b> |                 |

| District's Investments                     |                 |               |                  |                            |                       |
|--|-----------------|---------------|------------------|----------------------------|-----------------------|
|  | Balance         | Interest Paid | Reporting Period | Paid this Reporting Period | Interest Paid to date |
| *CD at First Financial Bank Bank<br>UPDATE | \$8,200,000.00  | 3.60%         | June 2023        | Paid Quarterly             |                       |
| Money Market-First Financial Bank          | \$13,840,344.06 | 4.00%         | June 2023        | \$48,945.32                | \$51,804.15           |
| Texstar<br>C.D. #1110                      | \$717,588.13    | 4.8292%       | June 1, 2023     | 2,981.63                   |                       |

TO THE BEST OF MY KNOWLEDGE, THESE FIGURES IN THE WSDH

Edward Murrell, President  
Date: \_\_\_\_\_

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

\*Italics are Estimated amounts

# **Exhibit “A-3”**



**Winnie-Stowell Hospital District**  
**Bank Accounts Register**  
**As of June 21, 2023 to July 19, 2023**

| <i>Type</i>                          | <i>Date</i> | <i>Num</i> | <i>Name</i>              | <i>Memo</i>                              | <i>Clr</i> | <i>Amount</i> | <i>Balance</i> |
|--------------------------------------|-------------|------------|--------------------------|--|------------|---------------|----------------|
| <b>100 Prosperity Bank -Checking</b> |             |            |                          |  |            |               | 431,707.09     |
| Check                                | 06/21/2023  | 3904       | Vaughn's Air Conditio... | Inv #WO-0259                             | X          | (15,000.00)   | 416,707.09     |
| Check                                | 06/21/2023  | 3877       | Indigent Healthcare S... | Inv #75950                               | X          | (1,109.00)    | 415,598.09     |
| Check                                | 06/21/2023  | 3876       | Brookshire Brothers      | IC Batch Date 05.04.2023                 | X          | (2,413.52)    | 413,184.57     |
| Check                                | 06/21/2023  | 3875       | Wilcox Pharmacy          | IC Batch Date 05.03.2023                 | X          | (2,322.61)    | 410,861.96     |
| Check                                | 06/21/2023  | 3878       | UTMB at Galveston        | IC Batch Date 05.01.2023                 | X          | (3,623.40)    | 407,238.56     |
| Check                                | 06/21/2023  | 3879       | UTMB Faculty Group ...   | IC Batch Date 05.01.2023                 | X          | (1,841.16)    | 405,397.40     |
| Check                                | 06/21/2023  | 3881       | Thompson OPC (Clinic)    | IC Batch Date 05.11.2023                 | X          | (1,912.02)    | 403,485.38     |
| Check                                | 06/21/2023  | 3880       | Alliance Medical Serv... | IC Batch Date 05.10.2023                 | M          | (650.00)      | 402,835.38     |
| Check                                | 06/21/2023  | 3882       | Barrier Reef Emergenc... | IC Batch Date 05.01.2023                 | X          | (101.00)      | 402,734.38     |
| Check                                | 06/21/2023  | 3883       | Chambers Co Public ...   | IC Batch Date 05.09.2023                 | X          | (101.00)      | 402,633.38     |
| Check                                | 06/21/2023  | 3884       | Texas Digestive Disea... | IC Batch Date 05.01.2023                 | X          | (147.47)      | 402,485.91     |
| Check                                | 06/21/2023  | 3885       | City Ambulance Service   | IC Batch Date 05.09.2023                 | X          | (633.35)      | 401,852.56     |
| Check                                | 06/21/2023  | 3886       | Dr. June Stansky, Opt... | IC SP Batch Date 05.08.2023              | M          | (300.00)      | 401,552.56     |
| Check                                | 06/21/2023  | 3887       | \$25 Optical             | IC SP Batch Date 05.08.2023              | M          | (100.00)      | 401,452.56     |
| Check                                | 06/21/2023  | 3888       | Omnipoint Health-De...   | IC SP Batch Date 05.08.2023              | X          | (492.00)      | 400,960.56     |
| Check                                | 06/21/2023  | 3889       | Penelope S Butler, MS... | IC YC Batch Date 05.02.2023              | X          | (170.00)      | 400,790.56     |
| Check                                | 06/21/2023  | 3890       | Nicki Holtzman MS, ...   | IC YC Batch Date 05.02.2023              | X          | (510.00)      | 400,280.56     |
| Check                                | 06/21/2023  | 3891       | Kalos Counseling         | IC YC Batch Date 05.02.2023              | M          | (680.00)      | 399,600.56     |
| Check                                | 06/21/2023  | 3892       | Technology Solutions ... | Inv # 1781                               | X          | (75.00)       | 399,525.56     |
| Check                                | 06/21/2023  | 3893       | Felipe Ojeda             | Inv #1038                                | X          | (350.00)      | 399,175.56     |
| Check                                | 06/21/2023  | 3894       | Graciela Chavez          | Inv #965959                              | X          | (120.00)      | 399,055.56     |
| Check                                | 06/21/2023  | 3895       | Benckenstein & Oxford    | Inv #50817 (Apr 2023)                    | X          | (29,317.99)   | 369,737.57     |
| Check                                | 06/21/2023  | 3896       | Hubert Oxford            | Legal Retainer                           | M          | (1,000.00)    | 368,737.57     |
| Check                                | 06/21/2023  | 3897       | Makayla Vidal            | Inv #00020                               | X          | (6,212.50)    | 362,525.07     |
| Check                                | 06/21/2023  | 3898       | American Education S...  | 92 5529 5461 S Stern                     | X          | (150.14)      | 362,374.93     |
| Check                                | 06/21/2023  | 3899       | Coastal Gateway Healt... | Grant (Jun 2023 Req)                     | X          | (65,570.11)   | 296,804.82     |
| Check                                | 06/21/2023  | 3900       | Function 4               | 3A0064 Inv #1037935                      | X          | (260.00)      | 296,544.82     |
| Check                                | 06/21/2023  | 3901       | Dentons US LLP           | Inv #2641791                             | X          | (8,466.00)    | 288,078.82     |
| Check                                | 06/21/2023  | 3902       | JS Edwards               | WSHD Renewal Policy #427590175345S00     | X          | (8,934.37)    | 279,144.45     |
| Check                                | 06/21/2023  | 3903       | AEJ Construction         | Inv #6387 & Change Order                 | X          | (3,650.00)    | 275,494.45     |
| Check                                | 06/22/2023  | 3905       | J & W A/C & Heating      | Inv #895601 (for 520 Broadway)           | X          | (190.00)      | 275,304.45     |
| Check                                | 06/26/2023  | Pending    | Prosperity Bank (CC)     | ACH, Withdrawal, Processed               | X          | (913.03)      | 274,391.42     |
| Deposit                              | 06/27/2023  |            | Texas Mutual Insuran...  | Deposit, Processed                       | X          | 201.74        | 274,593.16     |
| Check                                | 06/28/2023  | 3906       | Lighting JB Construct... | Inv change order #1                      | M          | (9,100.00)    | 265,493.16     |
| Check                                | 06/28/2023  | 3910       | Winnie Community H...    | UC DY8 HHSC Recoupment Demand July       | M          | (147,856.73)  | 117,636.43     |
| Liability ...                        | 06/29/2023  |            | QuickBooks Payroll S...  | Created by Payroll Service on 06/27/2023 | X          | (9,551.08)    | 108,085.35     |
| Deposit                              | 06/29/2023  |            |                          | Memo:ACH PaymenWinnie-Stowell HCCD 1...  | X          | 400,000.00    | 508,085.35     |
| Paycheck                             | 06/30/2023  | DD1294     | Norris, Sherrie          | Direct Deposit                           | X          |               | 508,085.35     |
| Paycheck                             | 06/30/2023  | DD1295     | Ojeda, Patricia          | Direct Deposit                           | X          |               | 508,085.35     |
| Deposit                              | 06/30/2023  |            |                          | Deposit, Processed                       | X          | 69.40         | 508,154.75     |
| Check                                | 07/06/2023  | 3911       | Simion Olvera            | Invoice for Ramps HWY 124                | M          | (5,000.00)    | 503,154.75     |
| Deposit                              | 07/10/2023  |            | Tony's BBQ               | Deposit, Processed                       | M          | 3,500.00      | 506,654.75     |
| Check                                | 07/11/2023  |            | Funcion 4-Lease fka S... | ACH, Withdrawal, Processed               | M          | (59.61)       | 506,595.14     |
| Check                                | 07/11/2023  |            | Entergy                  | ACH, Withdrawal, Processed               | M          | (246.95)      | 506,348.19     |
| Check                                | 07/11/2023  |            | IRS                      | ACH, Withdrawal, Processed               | M          | (3,475.50)    | 502,872.69     |
| Check                                | 07/11/2023  |            | Trinity Bay Conservat... | ACH, Withdrawal, Processed               | M          | (66.63)       | 502,806.06     |
| Check                                | 07/12/2023  | 3912       | AEJ Construction         | Inv #1865 (HWY 124)                      | M          | (5,320.00)    | 497,486.06     |
| Liability ...                        | 07/13/2023  |            | QuickBooks Payroll S...  | Created by Payroll Service on 07/11/2023 | M          | (330.85)      | 497,155.21     |
| Check                                | 07/13/2023  | 995149     | Riceland Medical Cen...  | Draft, Withdrawal, Processed             | M          | (340.00)      | 496,815.21     |
| Paycheck                             | 07/14/2023  | DD1296     | Walters, Reagan D        | Direct Deposit                           | X          |               | 496,815.21     |
| Deposit                              | 07/14/2023  |            |                          | ACH, Deposit, Processed                  | M          | 69,750.01     | 566,565.22     |
| Check                                | 07/14/2023  |            |                          | Fee, Withdrawal, Processed               | M          | (120.38)      | 566,444.84     |
| Check                                | 07/15/2023  | 995152     | ECISD                    | Memo:Draft, Withdrawal, Processed        | M          | (22,077.13)   | 544,367.71     |
| Check                                | 07/17/2023  |            | Specturm/Time Warne...   | 8260170290121119                         |            | (284.06)      | 544,083.65     |
| Check                                | 07/19/2023  |            | Indigent Healthcare S... | Inv #76114                               |            | (1,109.00)    | 542,974.65     |
| Check                                | 07/19/2023  |            | Brookshire Brothers      | IC Batch Date 06.04.2023                 |            | (2,926.02)    | 540,048.63     |
| Check                                | 07/19/2023  |            | Wilcox Pharmacy          | IC Batch Date 06.03.2023                 |            | (1,713.90)    | 538,334.73     |
| Check                                | 07/19/2023  |            | UTMB at Galveston        | IC Batch Date 06.01.2023                 |            | (19,402.04)   | 518,932.69     |
| Check                                | 07/19/2023  |            | UTMB Faculty Group ...   | IC Batch Date 06.01.2023                 |            | (5,922.70)    | 513,009.99     |
| Check                                | 07/19/2023  |            | Thompson OPC (Clinic)    | IC Batch Date 06.11.2023                 |            | (1,568.24)    | 511,441.75     |
| Check                                | 07/19/2023  |            | Omnipoint Health-De...   | IC SP Batch Date 06.08.2023              |            | (1,100.00)    | 510,341.75     |
| Check                                | 07/19/2023  |            | Nicki Holtzman MS, ...   | YC Batch Date 06.02.2023                 |            | (425.00)      | 509,916.75     |
| Check                                | 07/19/2023  |            | Kalos Counseling         | YC Batch Date 06.02.2023                 |            | (255.00)      | 509,661.75     |
| Check                                | 07/19/2023  |            | Technology Solutions ... | Inv #1790                                |            | (95.00)       | 509,566.75     |
| Check                                | 07/19/2023  |            | Felipe Ojeda             | Inv #1039                                |            | (350.00)      | 509,216.75     |
| Check                                | 07/19/2023  |            | Graciela Chavez          | Inv #965960                              |            | (120.00)      | 509,096.75     |
| Check                                | 07/19/2023  |            | Benckenstein & Oxford    | Inv #50832 (May 2023)                    |            | (39,088.92)   | 470,007.83     |
| Check                                | 07/19/2023  |            | Hubert Oxford            | Legal Retainer                           |            | (1,000.00)    | 469,007.83     |

**Winnie-Stowell Hospital District**  
**Bank Accounts Register**  
**As of June 21, 2023 to July 19, 2023**

| <i>Type</i>                         | <i>Date</i> | <i>Num</i> | <i>Name</i>              | <i>Memo</i>                                   | <i>Clr</i> | <i>Amount</i>         | <i>Balance</i>       |
|-------------------------------------|-------------|------------|--------------------------|---|------------|-----------------------|----------------------|
| Check                               | 07/19/2023  |            | Makayla Vidal            | Inv #00022                                    |            | (7,175.00)            | 461,832.83           |
| Check                               | 07/19/2023  |            | American Education S...  | 92 5529 5461 S Stern                          |            | (150.14)              | 461,682.69           |
| Check                               | 07/19/2023  |            | Coastal Gateway Healt... | Grant (Jul 2023)                              |            | (64,238.07)           | 397,444.62           |
| Check                               | 07/19/2023  |            | Function 4               | 3A0064 Inv #1044149                           |            | (23.25)               | 397,421.37           |
| Check                               | 07/19/2023  |            | Gulfway Lumber           | Inv # 2306-234216 (HWy 124)                   |            | (6,679.30)            | 390,742.07           |
| Check                               | 07/19/2023  |            | Fittz & Shipman, Inc     | Inv #0086006 (Hwy 124)                        |            | (2,200.00)            | 388,542.07           |
| Check                               | 07/19/2023  |            | Winnie Community H...    | UC DY8 HHSC Recoupment Demand Aug             |            | (147,856.73)          | 240,685.34           |
| Total 100 Prosperity Bank -Checking |             |            |                          |   |            | (191,021.75)          | 240,685.34           |
| <b>102 First Financial Bank</b>     |             |            |                          |   |            |                       | 32,369,134.52        |
| <b>102b FFB #4846 DACA</b>          |             |            |                          |   |            |                       | 18,394,933.17        |
| Check                               | 06/21/2023  |            |                          | Memo:Transfer from DDA Acct No. 1110214...    | X          | 98,350.00             | 18,493,283.17        |
| Check                               | 06/27/2023  |            |                          | Memo:Transfer from DDA Acct No. 1110214...    | X          | 746,968.89            | 19,240,252.06        |
| Check                               | 06/28/2023  |            |                          | Transfer from XXX4846 to XXX7635: Conf ...    | X          | (101,972.84)          | 19,138,279.22        |
| Check                               | 06/28/2023  |            |                          | Transfer from XXX4846 to XXX7627: Conf ...    | X          | (2,087,545.22)        | 17,050,734.00        |
| Check                               | 06/28/2023  |            |                          | Transfer from XXX4846 to XXX7627: Conf ...    | X          | (2,421,978.32)        | 14,628,755.68        |
| Check                               | 06/28/2023  |            |                          | To Stellar NH NonQipp funds Payee:ACH Pa...   | X          | (99,375.00)           | 14,529,380.68        |
| Check                               | 06/28/2023  |            |                          | To Stellar QY6 Qtr 2 Mgr Dist Payee:ACH Pa... | X          | (3,902,138.04)        | 10,627,242.64        |
| Deposit                             | 06/29/2023  |            |                          | Memo:ACH PaymenWinnie-Stowell HCCD 1...       | X          | (400,000.00)          | 10,227,242.64        |
| Total 102b FFB #4846 DACA           |             |            |                          |   |            | (8,167,690.53)        | 10,227,242.64        |
| <b>102c FFB #7190 Money Market</b>  |             |            |                          |   |            |                       | 13,974,201.35        |
| Check                               | 06/30/2023  |            | Salt Creek Capital LLC   | Ln 22 Int Pmt (7 of 11)                       | X          | (182,802.61)          | 13,791,398.74        |
| Deposit                             | 07/02/2023  |            |                          |   | X          | 48,945.32             | 13,840,344.06        |
| Check                               | 07/28/2023  | Pending    | Salt Creek Capital LLC   | Ln 22 Int Pmt (8 of 11)                       |            | (182,802.61)          | 13,657,541.45        |
| Total 102c FFB #7190 Money Market   |             |            |                          |   |            | (316,659.90)          | 13,657,541.45        |
| Total 102 First Financial Bank      |             |            |                          |   |            | (8,484,350.43)        | 23,884,784.09        |
| <b>TOTAL</b>                        |             |            |                          |   |            | <b>(8,675,372.18)</b> | <b>24,125,469.43</b> |

# **Exhibit “B”**



## 07.19.23 WSHD Regular Board Meeting Indigent Care Report

### 1) Active Client Count:

- a) Indigent Clients: **103** – DOWN by **2** from **105** in **MON**
  - **35** Apps, [**7 Renewals, 8 New, 14 ER Referrals, and 6 Previous**]
  - **6** Approved [**1 Renewals, 2 New, 1 ER Referrals, & 2 Previous**]
  - **0** Withdrew / **17** Denied / **10** Incomplete / **2** Pending
- b) Youth Counseling: **25** – the same as **MON**
- c) Irlen Services: **0** – the same since **OCT 2022**
- d) Dental: **8** clients used their benefit in **JUN**
- e) Vision Services: **0** clients used their benefit in **JUN**
- f) Riceland Emergency Room Referrals: **14** (**1** Approved, **13** Failed to Apply, and **0** Pending)

### 2) Riceland Hospital & Clinics:

The **JUN** charges were DOWN by **\$6.3 K** from **\$97.1 K** to **\$90.8 K**. The main reason for the decrease was less Ancillary (Lab & Radiology) charges.

### 3) UTMB Hospital & Clinics:

UTMB **JUN** charges were UP by **\$91.5 K** from **\$28.1 K** to **\$119.6 K**, which included **5** surgeries/procedures for a total billed amount of **\$97.6 K** and payment of **\$26.5 K**. This included the **\$68.1 K spine surgery** for a payment amount of **\$19.6 K**. There are **8** procedures performed in **JUN**, but not yet billed, for an expected payment amount of **\$29.9 K**. This includes one **\$20.2 K heart procedure**.

### 4) Our over-all YTD expenditure Charts:

We have expended **54%** of the overall Indigent Care Budget

- **72%** of the Pharmacy budget
- **95%** of the Riceland budget
- **32%** of the UTMB budget
- **62%** of the Youth Counseling budget
- **64%** of the Vision budget
- **80%** of the Dental budget
- **71%** of the Thompson Outpatient Clinic budget

### 5) District Programs:

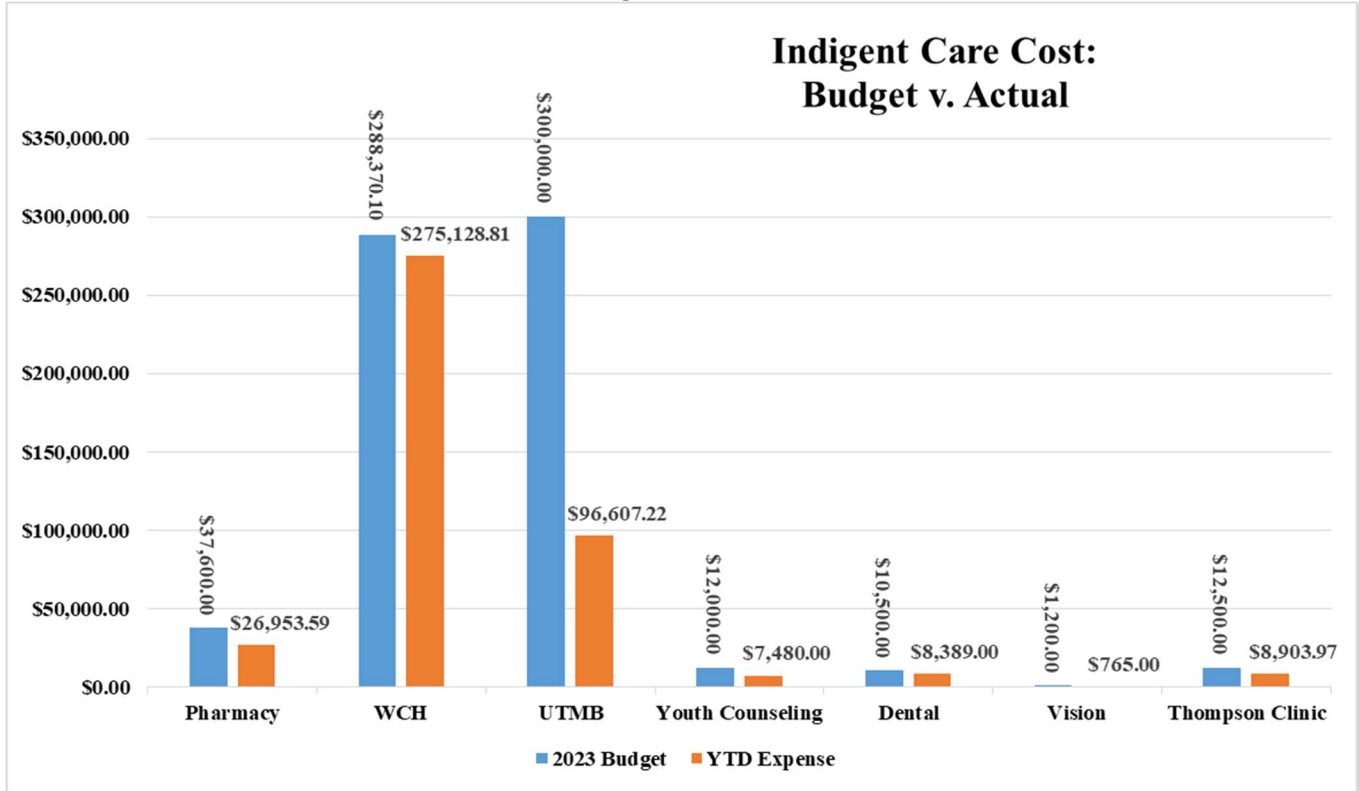
- a) County Van (See attached): **5** out of **91** were WSHD clients
- b) Winnie Stowell EMS did not provide a report for **JUN**
- c) Marcelous Williams (See attached): **23** out of **24** were WSHD clients
- d) East Chambers School will provide their next quarterly report in **AUG**

### 6) Other items of Interest:

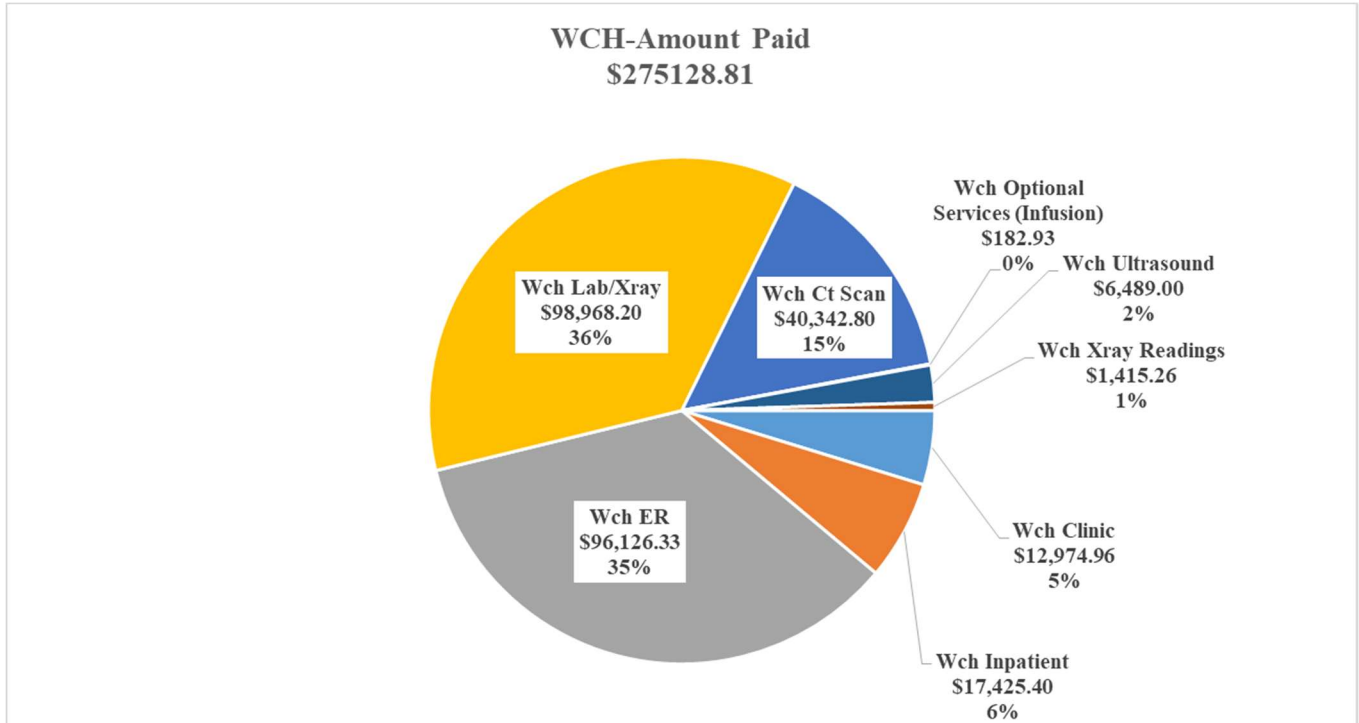
I have been approached by a potential **Adult Behavioral Health** provider, **UHPHealth**, who is currently located in Anahuac and actively seeking a location in Winnie. I plan to meet with the Indigent Care Committee to discuss the possibility of negotiating an agreement with them to provide the much needed Adult Behavioral Health needs of our Indigent clients.



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



**CHART 2: 2023 WCH Services Breakdown**

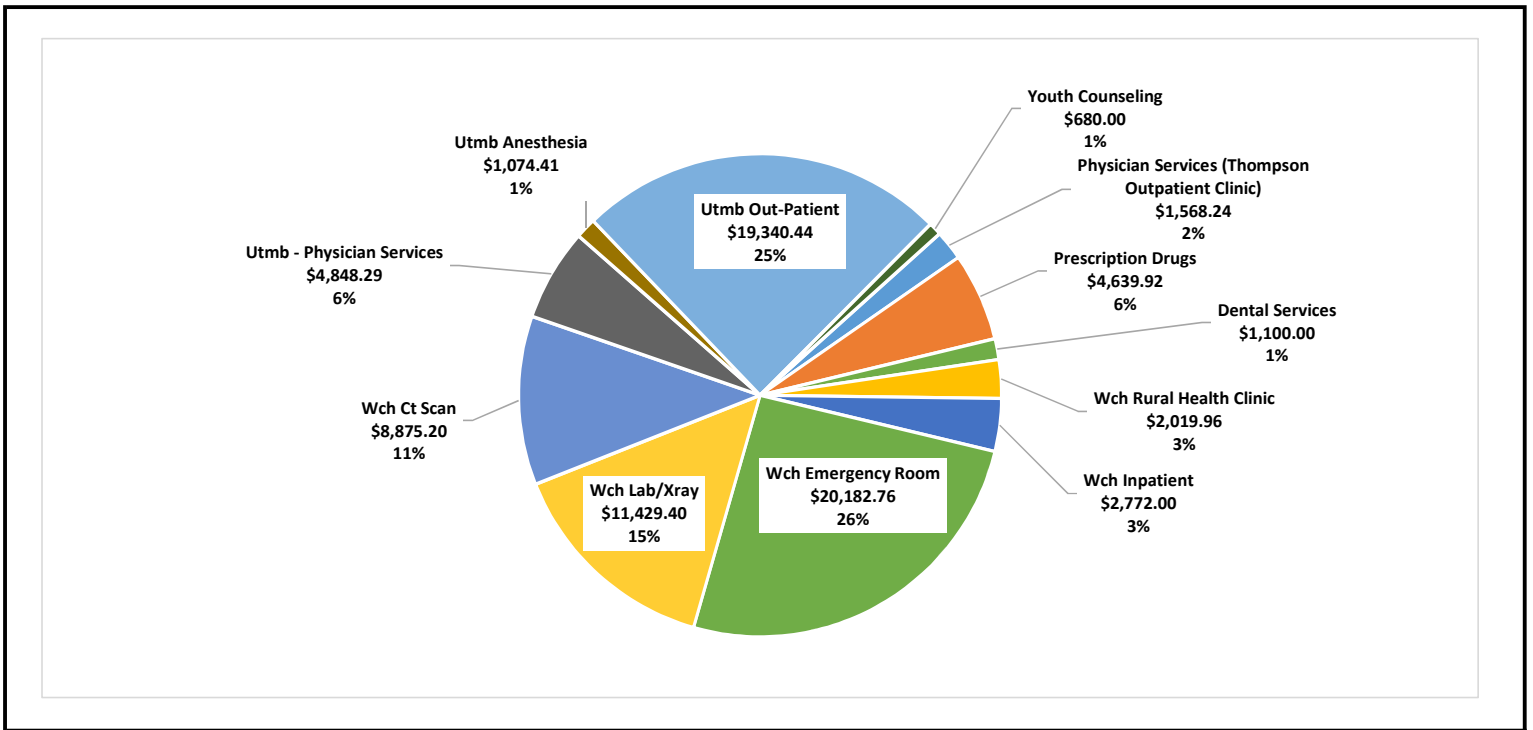


**WHSI Indigent Care Director Report**  
**Jan-Dec 2023 YTD Expenditures Worksheet**

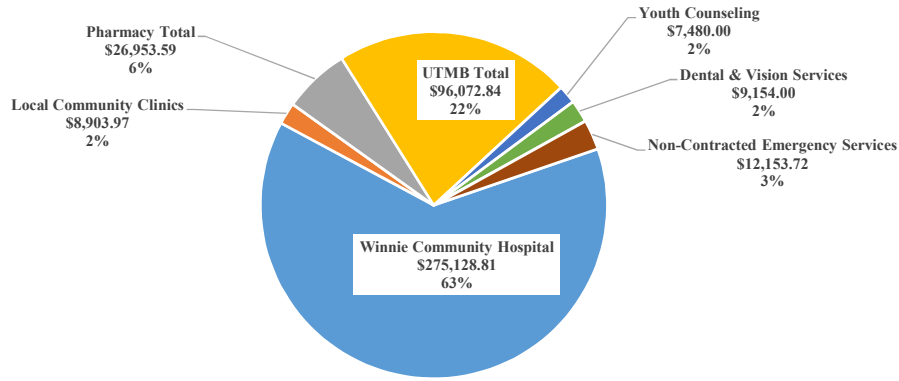
|  | May                  |                        |                      | June                 |                        |                      | Year to Date                  |                           |                      |
|--|----------------------|------------------------|----------------------|----------------------|------------------------|----------------------|-------------------------------|---------------------------|----------------------|
|  | Indigent Clients:    | 105                    |                      | Indigent Clients:    | 103                    |                      | Clients Enrolled:             | Total Unduplicated<br>124 | Average<br>100       |
| Youth Counseling:  | 25                   |                        | Youth Counseling:    | 25                   |                        | YC Enrolled:         | 25                            | 20                        |                      |
| Irlen Services:  | 0                    |                        | Irlen Services:      | 0                    |                        | IS Enrolled:         | 0                             | 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                                      | \$2,699.79           | \$2,699.79             | \$2,413.52           | \$3,626.48           | \$3,626.48             | \$2,926.02           | \$21,338.72                   | \$19,680.08               | \$16,653.68          |
| Wilcox Pharmacy  | \$2,358.11           | \$2,358.11             | \$2,322.61           | \$1,713.90           | \$1,713.90             | \$1,713.90           | \$10,335.41                   | \$10,335.41               | \$10,299.91          |
| <b>ADJUSTMENTS-Refunds/Credits</b>                                     |                      |                        |                      |                      |                        |                      | <b>YTD Refunds/Credits</b>    |                           | \$0.00               |
| <b>Pharmacy Totals</b>   | <b>\$5,057.90</b>    | <b>\$5,057.90</b>      | <b>\$4,736.13</b>    | <b>\$5,340.38</b>    | <b>\$5,340.38</b>      | <b>\$4,639.92</b>    | <b>\$31,674.13</b>            | <b>\$30,015.49</b>        | <b>\$26,953.59</b>   |
| <b>Winnie Community Hospital</b>                                       |                      |                        |                      |                      |                        |                      |                               |                           |                      |
| WCH Clinic   | \$7,171.00           | \$2,896.50             | \$2,896.50           | \$4,055.00           | \$2,019.96             | \$2,019.96           | \$32,753.04                   | \$12,974.96               | \$12,974.96          |
| WCH ER   | \$18,687.00          | \$8,379.81             | \$8,379.81           | \$40,116.00          | \$20,182.76            | \$20,182.76          | \$182,577.00                  | \$96,126.33               | \$96,126.33          |
| WCH Lab/Xray   | \$38,438.00          | \$23,062.80            | \$23,062.80          | \$19,049.00          | \$11,429.40            | \$11,429.40          | \$170,739.00                  | \$98,968.20               | \$98,968.20          |
| WCH CT Scan  | \$13,939.00          | \$8,363.40             | \$8,363.40           | \$14,792.00          | \$8,875.20             | \$8,875.20           | \$67,238.00                   | \$40,342.80               | \$40,342.80          |
| WCH Optional Services (Infusion)                                       | \$0.00               | \$0.00                 | \$0.00               | \$1,024.00           | \$182.93               | \$182.93             | \$1,024.00                    | \$182.93                  | \$182.93             |
| WCH Xray (MRI)   | \$7,476.00           | \$340.28               | \$340.28             | \$3,738.00           | \$165.46               | \$165.46             | \$26,166.00                   | \$1,203.93                | \$1,203.93           |
| WCH Lab/Xray Reading   | \$1,672.00           | \$218.39               | \$218.39             | \$2,214.00           | \$297.01               | \$297.01             | \$10,420.00                   | \$1,415.26                | \$1,415.26           |
| WCH Inpatient  | \$9,019.00           | \$5,411.40             | \$5,411.40           | \$4,620.00           | \$2,772.00             | \$2,772.00           | \$22,881.00                   | \$17,425.40               | \$17,425.40          |
| WCH Ultrasound   | \$777.00             | \$466.20               | \$466.20             | \$1,230.00           | \$738.00               | \$738.00             | \$10,815.00                   | \$6,489.00                | \$6,489.00           |
| <b>WCH Totals</b>  | <b>\$97,179.00</b>   | <b>\$49,138.78</b>     | <b>\$49,138.78</b>   | <b>\$90,838.00</b>   | <b>\$46,662.72</b>     | <b>\$46,662.72</b>   | <b>\$524,613.04</b>           | <b>\$275,128.81</b>       | <b>\$275,128.81</b>  |
| <b>ADJUSTMENTS-Refunds/Credits</b>                                     |                      |                        |                      |                      |                        |                      | <b>YTD Credit Adjustments</b> |                           | \$0.00               |
| <b>Balance on Contracted Amount (Lump Sum Payment of \$288,370.10)</b> |                      | <b>\$59,904.01</b>     |                      |                      | <b>\$13,241.29</b>     |                      |                               | <b>\$13,241.29</b>        |                      |
| <b>UTMB</b>  |                      |                        |                      |                      |                        |                      |                               |                           |                      |
| UTMB Physician Services  | \$7,843.00           | \$1,404.57             | \$1,404.57           | \$18,954.00          | \$4,848.29             | \$4,848.29           | \$59,003.00                   | \$12,213.54               | \$12,213.54          |
| Barrier Reef (UTMB ER Physician)                                       | \$2,374.00           | \$121.20               | \$121.20             | \$3,967.00           | \$0.00                 | \$0.00               | \$18,785.00                   | \$582.29                  | \$582.29             |
| UTMB Anesthesia  | \$732.00             | \$436.59               | \$436.59             | \$1,680.00           | \$1,074.41             | \$1,074.41           | \$5,426.00                    | \$3,816.90                | \$3,816.90           |
| UTMB In-Patient  | \$0.00               | \$0.00                 | \$0.00               | \$0.00               | \$0.00                 | \$0.00               | \$93,479.84                   | \$29,571.91               | \$29,571.91          |
| UTMB Outpatient  | \$14,440.99          | \$3,021.92             | \$3,021.92           | \$93,769.15          | \$19,340.44            | \$19,340.44          | \$224,906.99                  | \$46,691.48               | \$46,691.48          |
| UTMB Lab&Xray  | \$2,734.00           | \$601.48               | \$601.48             | \$1,256.00           | \$61.60                | \$61.60              | \$20,880.61                   | \$3,731.10                | \$3,731.10           |
| <b>ADJUSTMENTS-Refunds/Credits</b>                                     |                      |                        |                      |                      |                        |                      | <b>YTD Refunds/Credits</b>    |                           | <b>(\$8,183.94)</b>  |
| <b>UTMB Totals</b>   | <b>\$28,123.99</b>   | <b>\$5,585.76</b>      | <b>\$5,585.76</b>    | <b>\$119,626.15</b>  | <b>\$25,324.74</b>     | <b>\$25,324.74</b>   | <b>\$422,481.44</b>           | <b>\$96,607.22</b>        | <b>\$96,607.22</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   | \$7,600.00           | \$1,912.02             | \$1,912.02           | \$6,177.00           | \$1,568.24             | \$1,568.24           | \$35,762.00                   | \$8,903.97                | \$8,903.97           |
| <b>Local Community Clinics</b>   | <b>\$7,600.00</b>    | <b>\$1,912.02</b>      | <b>\$1,912.02</b>    | <b>\$6,177.00</b>    | <b>\$1,568.24</b>      | <b>\$1,568.24</b>    | <b>\$35,762.00</b>            | <b>\$8,903.97</b>         | <b>\$8,903.97</b>    |
| <b>Non-Contracted Emergency Services (601.04)</b>                      |                      |                        |                      |                      |                        |                      |                               |                           |                      |
| Non-Contract ER & In-Pt Services                                       | \$7,989.50           | \$881.82               | \$881.82             | \$0.00               | \$0.00                 | \$0.00               | \$19,575.80                   | \$12,153.72               | \$12,153.72          |
| Winnie-Stowell EMS   |                      |                        | \$0.00               | \$0.00               | \$0.00                 | \$0.00               | \$0.00                        | \$0.00                    | \$0.00               |
| <b>Non-Contract Services Totals</b>                                    | <b>\$7,989.50</b>    | <b>\$881.82</b>        | <b>\$881.82</b>      | <b>\$0.00</b>        | <b>\$0.00</b>          | <b>\$0.00</b>        | <b>\$19,575.80</b>            | <b>\$12,153.72</b>        | <b>\$12,153.72</b>   |
| <b>Youth Counseling</b>  |                      |                        |                      |                      |                        |                      |                               |                           |                      |
| Benjamin Odom  | \$680.00             | \$680.00               | \$680.00             | \$255.00             | \$255.00               | \$255.00             | \$3,400.00                    | \$3,400.00                | \$3,400.00           |
| Nicki Holtzman   | \$510.00             | \$510.00               | \$510.00             | \$425.00             | \$425.00               | \$425.00             | \$3,315.00                    | \$3,315.00                | \$3,315.00           |
| Penelope Butler  | \$170.00             | \$170.00               | \$170.00             | \$0.00               | \$0.00                 | \$0.00               | \$765.00                      | \$765.00                  | \$765.00             |
| <b>Youth Counseling Totals</b>   | <b>\$1,360.00</b>    | <b>\$1,360.00</b>      | <b>\$1,360.00</b>    | <b>\$680.00</b>      | <b>\$680.00</b>        | <b>\$680.00</b>      | <b>\$7,480.00</b>             | <b>\$7,480.00</b>         | <b>\$7,480.00</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  | \$1,217.00           | \$492.00               | \$492.00             | \$3,286.00           | \$1,100.00             | \$1,100.00           | \$15,837.00                   | \$8,389.00                | \$8,389.00           |
| Vision Services  | \$400.00             | \$400.00               | \$400.00             |                      | \$0.00                 | \$0.00               | \$765.00                      | \$765.00                  | \$765.00             |
| <b>Indigent Special Services Totals</b>                                | <b>\$1,617.00</b>    | <b>\$892.00</b>        | <b>\$892.00</b>      | <b>\$3,286.00</b>    | <b>\$1,100.00</b>      | <b>\$1,100.00</b>    | <b>\$16,602.00</b>            | <b>\$9,154.00</b>         | <b>\$9,154.00</b>    |
| <b>Medical Supplies (601.04)</b>                                       |                      |                        |                      |                      |                        |                      |                               |                           |                      |
| <b>Alliance Medical Supply (C-PAP)</b>                                 | \$650.00             | \$650.00               | \$650.00             | \$0.00               | \$0.00                 | \$0.00               | \$1,080.00                    | \$1,080.00                | \$1,080.00           |
| <b>Medical Supplies Total</b>  | <b>\$650.00</b>      | <b>\$650.00</b>        | <b>\$650.00</b>      | <b>\$0.00</b>        | <b>\$0.00</b>          | <b>\$0.00</b>        | <b>\$1,080.00</b>             | <b>\$1,080.00</b>         | <b>\$1,080.00</b>    |
| <b>Grand Totals</b>  | <b>\$149,577.39</b>  | <b>\$65,478.28</b>     | <b>\$65,156.51</b>   | <b>\$225,947.53</b>  | <b>\$80,676.08</b>     | <b>\$79,975.62</b>   | <b>\$1,059,268.41</b>         | <b>\$440,523.21</b>       | <b>\$437,461.31</b>  |

**WSD Indigent Care Director Report**  
**Jun 2023 SOURCE CODE REPORT**

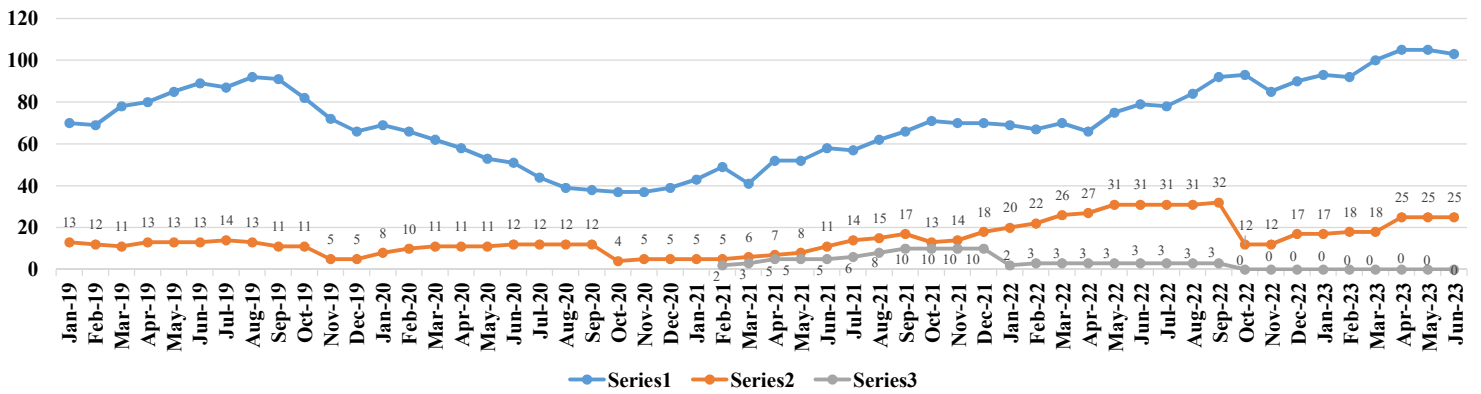
| Source   | Description                                     | Amount Billed       | Amount Paid        | % of Total  |
|--|---|---------------------|--------------------|-------------|
| 01   | Physician Services (Thompson Outpatient Clinic) | \$6,177.00          | \$1,568.24         | 1.96%       |
| 02   | Prescription Drugs                              | \$5,340.38          | \$4,639.92         | 5.80%       |
| 14   | Dental Services                                 | \$3,286.00          | \$1,100.00         | 1.38%       |
| 21   | Wch Rural Health Clinic                         | \$4,055.00          | \$2,019.96         | 2.53%       |
| 23   | Wch Inpatient                                   | \$4,620.00          | \$2,772.00         | 3.47%       |
| 24   | Wch Emergency Room                              | \$40,116.00         | \$20,182.76        | 25.24%      |
| 25   | Wch Lab/Xray                                    | \$19,049.00         | \$11,429.40        | 14.29%      |
| 26   | Wch Ct Scan                                     | \$14,792.00         | \$8,875.20         | 11.10%      |
| 27   | Wch Optional Services (Infusion Therapy)        | \$1,024.00          | \$182.93           | 0.23%       |
| 28   | Wch X-Ray (MRI)                                 | \$3,738.00          | \$165.46           | 0.21%       |
| 29   | Wch Ultrasound                                  | \$1,230.00          | \$738.00           | 0.92%       |
| 44   | Wch Xray Readings                               | \$2,214.00          | \$297.01           | 0.37%       |
| 31   | Utmb - Physician Services                       | \$18,954.00         | \$4,848.29         | 6.06%       |
| 31-1   | Utmb Anesthesia                                 | \$1,680.00          | \$1,074.41         | 1.34%       |
| 34   | Utmb Out-Patient                                | \$93,769.15         | \$19,340.44        | 24.18%      |
| 34-1   | Utmb ER Physicians - Barrier Reef               | \$3,967.00          | \$0.00             | 0.00%       |
| 35   | Utmb Lab/X-Ray                                  | \$1,256.00          | \$61.60            | 0.08%       |
| 39   | Youth Counseling                                | \$680.00            | \$680.00           | 0.85%       |
| <b>Expenditures/Reimbursements/Adjustments</b> |   | <b>\$225,947.53</b> | <b>\$79,975.62</b> | <b>100%</b> |
| <b>Grand Total</b>                             |   | <b>\$225,947.53</b> | <b>\$79,975.62</b> | <b>100%</b> |



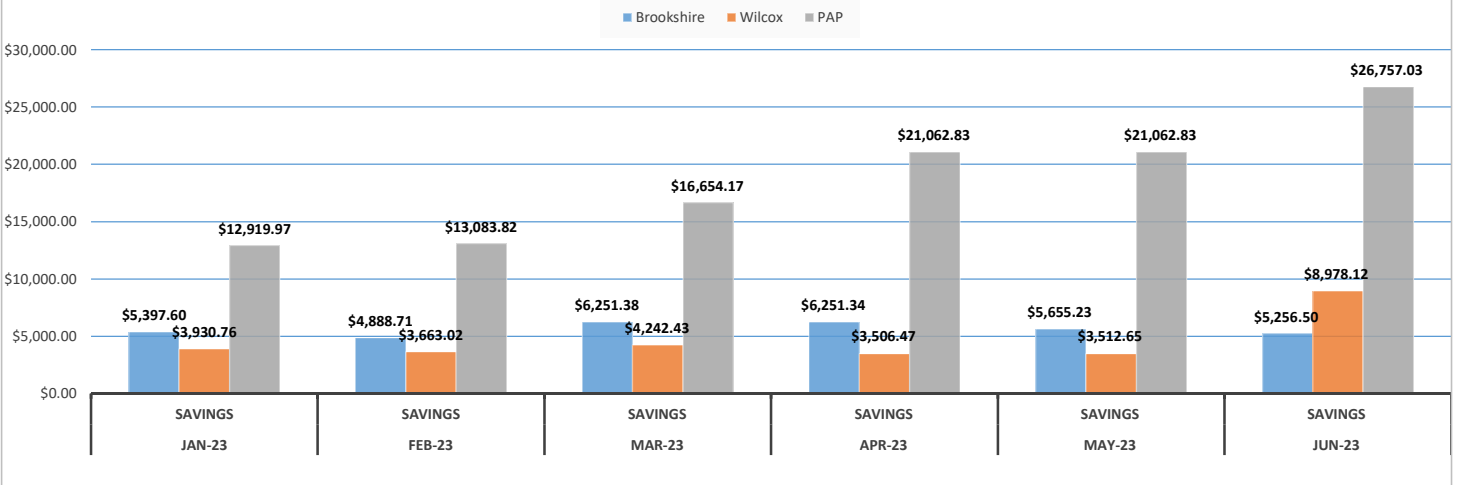
**Year To Date Payments Incurred: \$356,951.31**



**Client Count Trending**



**PHARMACY SAVINGS TO DATE = \$173,074.86**





# Chambers County East Side Van Monthly Report



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


## Jun-23

| VEHICLE #1                            | EAST SIDE VAN #1 |          |
|---------------------------------------|------------------|----------|
| TOTAL MILES DRIVEN                    |                  | 3139     |
| TOTAL HOURS DRIVEN                    |                  | 154.10   |
| TOTAL EXPENSES FOR MONTH              |                  | \$767.17 |
| <i>FUEL COST</i>                      |                  | \$767.17 |
| <i>REPAIRS &amp; MAINTENANCE COST</i> | _____            |          |
| <i>MISC EXPENSES</i>                  | _____            |          |
| TOTAL RIDERS                          |                  | 27       |
| <i>TOTAL WSHD RIDERS</i>              |                  | 0        |
| TOTAL TRIPS                           |                  | 54       |
| <i>TOTAL TRIPS FOR WSHD RIDERS</i>    |                  | 0        |

| VEHICLE #2                            | EAST SIDE VAN #2 |          |
|---------------------------------------|------------------|----------|
| TOTAL MILES DRIVEN                    |                  | 4114     |
| TOTAL HOURS DRIVEN                    |                  | 200.33   |
| TOTAL EXPENSES FOR MONTH              |                  | \$898.19 |
| <i>FUEL COST</i>                      |                  | \$898.19 |
| <i>REPAIRS &amp; MAINTENANCE COST</i> | _____            |          |
| <i>MISC EXPENSES</i>                  | _____            |          |
| TOTAL RIDERS                          |                  | 38       |
| <i>TOTAL WSHD RIDERS</i>              |                  | 4        |
| TOTAL TRIPS                           |                  | 72       |
| <i>TOTAL TRIPS FOR WSHD RIDERS</i>    |                  | 7        |

| VEHICLE #3                            | RAV 4 |          |
|---------------------------------------|-------|----------|
| TOTAL MILES DRIVEN                    |       | 3692     |
| TOTAL HOURS DRIVEN                    |       | 163.92   |
| TOTAL EXPENSES FOR MONTH              |       | \$355.05 |
| <i>FUEL COST</i>                      |       | \$355.05 |
| <i>REPAIRS &amp; MAINTENANCE COST</i> | _____ |          |
| <i>MISC EXPENSES</i>                  | _____ |          |
| TOTAL RIDERS                          |       | 26       |
| <i>TOTAL WSHD RIDERS</i>              |       | 1        |
| TOTAL TRIPS                           |       | 48       |
| <i>TOTAL TRIPS FOR WSHD RIDERS</i>    |       | 1        |

| GRAND TOTALS       |  |            |
|--------------------|--|------------|
| MILES DRIVEN       |  | 10945      |
| RIDERS             |  | 91         |
| <i>WSHD RIDERS</i> |  | 5          |
| TRIPS              |  | 174        |
| <i>WSHD TRIPS</i>  |  | 8          |
| EXPENSES           |  | \$2,020.41 |

|  <b>Marcelous Williams Resource Center</b><br>Winnie-Stowell Hospital District Report |             |             |             |             |             |             |             |
|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Year to Date Details for 2023  |             |             |             |             |             |             |             |
|  | Jan-23      | Feb-23      | Mar-23      | Apr-23      | May-23      | Jun-23      | YTD DATE    |
| <b>YTD WSHD REFERRALS</b>  | 0           | 2           | 0           | 4           | 2           | 0           | 8           |
| YTD Indigent Care (Medical, Dental & Vision)   | 0           | 2           | 0           | 3           | 2           | 0           | 7           |
| YTD Prescription Assistance  | 0           | 0           | 0           | 1           | 0           | 0           | 1           |
| YTD Youth Counseling   | 0           | 0           | 0           | 0           | 0           | 0           | 0           |
| YTD Irlen Syndrome Services  | 0           | 0           | 0           | 0           | 0           | 0           | 0           |
| <b>YTD OTHER REFERRALS</b>   | 2           | 10          | 4           | 4           | 7           | 8           | 35          |
| YTD Gift of Life   | 0           | 0           | 0           | 0           | 0           | 0           | 0           |
| YTD Work in Texas (Texas Workforce Commis  | 0           | 0           | 0           | 0           | 0           | 0           | 0           |
| YTD Chambers County Indigent or OmniPoint FC   | 0           | 0           | 0           | 0           | 0           | 0           | 0           |
| YTD Chambers County Indigent Dental  | 0           | 0           | 0           | 0           | 0           | 0           | 0           |
| YTD Transportation   | 0           | 1           | 0           | 0           | 0           | 0           | 1           |
| YTD Medical Services (Other Than Indigent)   | 0           | 2           | 0           | 0           | 1           | 1           | 4           |
| YTD G.E.T.-C.A.P.  | 0           | 0           | 0           | 0           | 0           | 0           | 0           |
| YTD Misc. MWRC Available Services  | 2           | 7           | 4           | 4           | 6           | 7           | 30          |
| <b>YTD APPLICATIONS INITIATED/PROCESSED</b>  | 29          | 26          | 24          | 21          | 28          | 21          | 149         |
| YTD WSHD Indigent Care   | 0           | 0           | 0           | 1           | 3           | 0           | 4           |
| YTD Prescription Assistance  | 0           | 0           | 0           | 0           | 0           | 0           | 0           |
| YTD Social Security  | 6           | 4           | 2           | 6           | 3           | 4           | 25          |
| YTD Medicare Savings Program   | 1           | 1           | 0           | 0           | 2           | 0           | 4           |
| YTD Medicaid   | 2           | 2           | 2           | 0           | 0           | 4           | 10          |
| YTD Food Stamps  | 17          | 19          | 18          | 13          | 15          | 11          | 93          |
| YTD Home Repair  | 0           | 0           | 1           | 0           | 3           | 2           | 6           |
| YTD G.E.T.-C.A.P.  | 3           | 0           | 1           | 1           | 2           | 0           | 7           |
| <b>YTD CLIENTS SERVED</b>  | 21          | 27          | 24          | 19          | 20          | 24          | 135         |
| YTD WSHD Clients   | 19          | 21          | 23          | 18          | 18          | 23          | 122         |
| YTD Chambers County Residents  | 0           | 0           | 1           | 1           | 2           | 0           | 4           |
| YTD Other County Residents   | 2           | 6           | 0           | 0           | 0           | 0           | 8           |
| <b>YTD OFFICE SUPPLIES EXPENSES</b>  | \$1,964.24  | \$544.54    | \$431.67    | \$790.92    | \$701.42    | \$534.93    | \$4,967.72  |
| <b>YTD STAFFING EXPENSES</b>   | \$3,984.11  | \$3,984.11  | \$3,904.16  | \$3,253.12  | \$6,420.83  | \$5,791.13  | \$27,337.46 |
| <b>YTD GRANT AMOUNT SPENT OF TO \$57,742.00</b>  | \$5,948.35  | \$4,528.65  | \$4,335.83  | \$4,044.04  | \$7,122.25  | \$6,326.06  | \$32,305.18 |
| <b>YTD GRANT BALANCE REMAINING OF</b>  | \$51,793.65 | \$47,265.00 | \$42,929.17 | \$38,885.13 | \$31,762.88 | \$25,436.82 | \$25,436.82 |
| <b>OUTREACH ACTIVITIES/EVENTS ATTENDED</b>   | 0           | 0           | 9           | 3           | 2           | 1           | 15          |

| Jun-23                                  |                |   |                       |  |               |                               |  |                                      |             |             |   |
|---|----------------|---|-----------------------|--|---------------|-------------------------------|--|--------------------------------------|-------------|-------------|---|
| MONTHLY REFERRALS & APPLICATIONS REPORT |                |   |                       | PROGRAM(S) CLIENT REFERRED TO          |               |                               |  | APPLICATION(S) INITIATED WITH CLIENT |             |             |   |
| CLIENT DETAILS                          |                |   |                       |  |               |                               |  |                                      |             |             |   |
| DATE                                    | REPEAT CLIENTS | Client Name<br>Example: SMIJ OR For Repeat Clients: B | Client Residency Date | Medical Services (Other Than Indigent) | G.E.T.-C.A.P. | Misc. MWRC Available Services | Social Security, Disability, SSI, Retirement | Medicaid                             | Food Stamps | Home Repair |   |
| 6/7/2023                                | R              | DOMM  | X                     |  |               |                               |  |                                      | X           |             |   |
| 6/7/2023                                | R              | MCLC  | X                     |  |               |                               |  |                                      | X           |             |   |
| 6/8/2023                                | R              | CATT  | X                     |  |               |                               |  |                                      | X           |             |   |
| 6/8/2023                                | R              | SMI J   | X                     |  |               | X                             |  |                                      |             |             |   |
| 6/8/2023                                | R              | RODM  | X                     |  |               |                               | X  | X                                    | X           |             |   |
| 6/8/2023                                | R              | STEE  | X                     |  |               |                               |  |                                      | X           |             |   |
| 6/9/2023                                | R              | ANKK  | X                     |  |               | X                             |  |                                      |             |             |   |
| 6/9/2023                                | R              | WILR  | X                     |  |               | X                             |  |                                      |             |             |   |
| 6/13/2023                               | R              | RELE  | X                     |  |               |                               |  |                                      |             |             | X |
| 6/13/2023                               | R              | MONL  | X                     |  |               | X                             |  |                                      |             |             |   |
| 6/14/2023                               | R              | RODT  | X                     |  |               |                               | X  |                                      | X           |             |   |
| 6/16/2023                               | R              | SMIT  | X                     |  |               |                               |  |                                      | X           |             |   |
| 6/16/2023                               | R              | DOMA  | X                     |  |               |                               |  | X                                    | X           |             |   |
| 6/20/2023                               | R              | GLEK  | X                     |  |               |                               |  |                                      | X           |             |   |
| 6/20/2023                               | R              | MONL  | X                     |  |               | X                             |  |                                      |             |             |   |
| 6/21/2023                               | R              | HILA  | X                     |  |               | X                             |  |                                      |             |             |   |
| 6/22/2023                               | R              | SIMD  | X                     |  |               |                               | X  |                                      | X           |             |   |
| 6/22/2023                               | R              | SCHC  | X                     |  |               | X                             |  |                                      |             |             |   |
| 6/23/2023                               | R              | SIMD  | X                     |  |               | X                             |  | X                                    |             |             |   |
| 6/23/2023                               | R              | SIMD  | X                     |  |               |                               |  | X                                    | X           |             |   |
| 6/27/2023                               | R              | MCLC  | X                     |  |               |                               | X  |                                      |             |             |   |
| 6/28/2023                               | R              | SEDT  | X                     |  |               |                               |  | X                                    |             |             |   |
| 6/29/2023                               | R              | THJ   | X                     |  |               |                               |  |                                      | X           |             |   |
| 6/29/2023                               | R              | SCHC  | X                     |  |               |                               |  |                                      |             |             | X |
| <b>24</b>                               | <b>(17)</b>    |   | <b>0</b>              | <b>1</b>                               | <b>0</b>      | <b>7</b>                      | <b>4</b>                                     | <b>4</b>                             | <b>11</b>   | <b>2</b>    |   |

| 06/2023 OFFICE SUPPLY EXPENSES INCURRED    |                  |                                   |
|--|------------------|-----------------------------------|
| 2023-06-30                                 | Miscellaneous    | Ink Cartridges, supplies \$534.93 |
| <b>TOTAL OFFICE EXPENSE FOR THE MONTH</b>  |                  | <b>\$534.93</b>                   |
| 6/1/2023                                   |                  |                                   |
| MONTHLY EMPLOYEE SCHEDULE & PAYROLL        |                  |                                   |
| DATE                                       |                  | PAYROLL AMOUNT                    |
| 6/15/2023                                  | Payroll Payments | \$2,645.30                        |
| 6/30/2023                                  | Payroll Payments | \$3,145.83                        |
| <b>TOTAL SALARY EXPENSE FOR THE MONTH:</b> |                  | <b>\$5,791.13</b>                 |

| Jun-23                                       |                                      |   |            |        |  |                   |       |
|--|--------------------------------------|---|------------|--------|--|-------------------|-------|
| MONTHLY OUTREACH & EVENTS                    |                                      |   |            |        |  |                   |       |
| OUTREACH/ EVENT DATE                         | TYPE OF OUTREACH                     | EVENT LOCATION                                  | PARTNER(S) | IMPACT | PURPOSE  | # OF PKTS DISTRIB | NOTES |
| 6/15/2023                                    | Chambers County Employee Health Fair | White Memorial Park, White Park Rd, Anahuac, TX |            |        | presentation packages distributed/ networking/ clientele | 400               |       |
| <b>TOTAL OUTREACH/ EVENTS FOR THE MONTH:</b> |                                      |   |            |        |  | <b>1</b>          |       |

# **Exhibit “C”**

| <b>Winnie-Stowell Hospital District</b>                      |                 |  |  |
|--|-----------------|--|--|
| <b>Executive Summary of Nursing Home Monthly Site Visits</b> |                 |  |  |
| <b>June 2023</b>   |                 |  |  |
| <b>Facility</b>  | <b>Operator</b> |  | <b>Comments</b>  |
| <b>Park Manor of Conroe</b>                                  | HMG             |  | Census: 106. The state came to the facility to review outstanding incidents and complaints, all were unsubstantiated. There were nine reportable incidents and two complaints since the last visit, all were cleared during the recent state visit. The facility was celebrating CNA week during the visit, they hosted events and meals for the CNAs at the facility. |
| <b>Park Manor of the Woodlands</b>                           | HMG             |  | Census: 116. The state has not been in the facility since January 2023. There were two reportable incidents since the last visit, they are still awaiting state review. The facility is not using agency staffing; they have been working hard on employee retention. The facility continues to host events for the residents, they have been well received.           |
| <b>Spindletop Hill</b>                                       | Regency         |  | Census: 86. The facility had their annual survey in March 2023 they received six tags, their POC was accepted by the state. There were seven reportable incidents since the last visit; the facility was cited for abuse of resident by a staff member, the POC was accepted by the state. The facility has been very clean and organized during the visit.            |
| <b>The Woodlands Nursing and Rehabilitation Center</b>       | Regency         |  | Census: 131. The facility had their annual survey in May 2023, they received six total tags and are awaiting state review of their POC. The facility is no longer using agency staffing. The facility has events planned for Father's Day and The 4 <sup>th</sup> of July for the residents.   |

Administrator: Crystal Quintero  
DON: Ramona Cain, RN

### **FACILITY INFORMATION**

Park Manor Conroe is a licensed 123- bed facility with an overall star rating of 3 and Quality of Care of 4. Census given that day was 106: PP (7); MC (19); MCD; (57) Hospice (2) and HMO (19).

The QIPP site visit was conducted over the phone. The DON was on the call.

The facility is currently COVID\_19 free. Those employees who have been fully vaccinated add up to 100% with 6 approved exemptions and 85% of the residents have been vaccinated. The DON reports the facility submits this vaccine information to NSHN weekly.

The residents are still coming out to the dining room for meals and activities with good participation. Continue with groups of residents for exercise classes. The residents continue to love and play Bingo 3 times per week. The facility had a Mother's Day and Memorial Day celebration, and they are planning a party for Father's Day.

The DON reports the facility continues to provide chips/tokens to staff who go above and beyond and they can turn them in for gift cards or merchandise. Additionally, meals are provided periodically and some type of recognition for staff every month. The facility celebrated Nurse's Day in May and they are celebrating CNA week now.

### **SURVEY Information**

The facility had the state in the building to review 9 self-reports and 2 complaints and all were unsubstantiated with no citations.

### **REPORTABLE INCIDENTS**

During **March/April/May 2023**, the facility had 9 self-reports and 2 complaints, all cleared with no citations.

### **CLINICAL TRENDING**

#### **Incidents/Falls:**

**March/April/May 2023**, Park Manor of Conroe had 71 total falls without injury (4 repeat falls) and 1 fall with injury, 6 Skin Tears, 0 Elopements, 1 Fracture, 2 Lacerations and 3 behaviors. The facility does still have a PIP in place for falls.

**Infection Control:**

Park Manor of Conroe reported 53 infections during **March/April/May 2023**, of which 21 were UTI's, 10 Respiratory infections, 7 Wound infections, 5 Blood infections, 2 GI infections, 8 EENT infections.

**Weight loss:**

**March/April/May 2023**, Park Manor of Conroe had 10 residents with 5-10% weight loss in 1 month and 8 with >10% weight loss in 6 months.

**Pressure Ulcers:**

During **March/April/May 2023** Park Manor of Conroe reported 4 residents with pressure ulcers with 6 sites, 3 of them facility-acquired.

**Restraints:**

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

**Staffing:**

| Current Open Positions |                   |     |            |       |         |          |
|------------------------|-------------------|-----|------------|-------|---------|----------|
| Shift                  | RN                | LVN | Nurse Aide | Hskp. | Dietary | Activity |
| 6 to 2                 |                   |     |            |       |         |          |
| 2 to 10                |                   |     | 2          |       |         |          |
| 10 to 6                |                   | 2   | 2          |       |         |          |
| Other                  |                   |     |            |       |         |          |
| # Hired this month     | Info not Provided |     |            |       |         |          |
| # Quit/Fired           | Info Not Provided |     |            |       |         |          |

**Total number employees:** 120 **Turnover rate%:** Info Not Provided

**CASPER REPORT**

| Indicator                            | Current % | State % | National % | Comments/PIPs          |
|--------------------------------------|-----------|---------|------------|------------------------|
| New Psychoactive Med Use (S)         | 5.9 %     | 2.0%    | 1.9%       | PIP with GDRs in place |
| Fall w/Major Injury (L)              | 0.0%      | 3.6%    | 0%         |                        |
| UTI (L) *                            | 0.0%      | 1.5%    | 0%         |                        |
| High risk with pressure ulcers (L) * | 2.3%      | 8.1%    | 9.1%       |                        |
| Loss of Bowel/Bladder Control(L)     | 79.4%     | 54%     | 48.0%      | PIP in place           |
| Catheter(L)                          | 0.0%      | 1.6%    | 1.8%       |                        |
| Physical restraint(L)                | 0.0%      | 0.0%    | 15.4%      |                        |
| Increased ADL Assistance(L)          | 7.8%      | 17.7%   | 15.4%      |                        |
| Excessive Weight Loss(L)             | 0.0%      | 5.0%    | 6.7%       |                        |

|                                |      |      |       |  |
|--------------------------------|------|------|-------|--|
| Depressive symptoms(L)         | 1.6% | 5.0% | 9.0%  |  |
| Antipsychotic medication (L) * | 0.0% | 9.5% | 14.8% |  |

**Does the PHARMACY Consultant report/visit/ med destruction?** No concerns, med destruction completed

# of GDR ATTEMPTS in the month: How many successful?  
 # of Anti-anxiety (attempts\_\_0\_\_ successful\_\_0\_\_ failed\_\_0\_\_)  
 # of Antidepressants (attempts\_\_0\_\_ successful\_\_0\_\_ failed\_\_1\_\_0\_\_)  
 # of Antipsychotic (attempts\_\_2\_\_ successful\_\_1\_\_ failed\_\_)  
 # of Sedatives (attempts\_\_successful\_\_failed\_\_)

**DIETICIAN Recommendation concerns/Follow Up?** N/A

**SOCIAL SERVICES: NUMBER/TYPE OF GRIEVANCES (RESOLVED OR NOT)-** All are resolved

**TRAUMA INFORMED CARE IDENTIFIED:** None

**ACTIVITIES: PIP/CONCERNS:** Monthly meetings concerns are resolved

**DIETARY: PIP/CONCERNS:** No concerns at this time

**ENVIRONMENTAL SERVICES: PIP/CONCERNS:** No concerns

**MAINTENANCE: PIP/CONCERNS:** No concerns

**MEDICAL RECORDS/ CENTRAL SUPPLY: PIPS/CONCERNS:** No concerns

**MDS: PIPS/CONCERNS:** No concerns

**QIPP Component 1**

| Indicator   | QAPI Program Y/N<br><br>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)   | 3/20/23,<br>4/20/23,<br>5/20/23   |   |

**Component 2**

| <b>Indicator</b>  | <b>Benchmark</b> | <b>Comments</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>   | <b>Met Y/N</b>   |                 |
| Did NF maintain 4 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?   | N                |                 |
| <ul style="list-style-type: none"> <li>Additional hours provided by direct care staff?</li> </ul>   | N                |                 |
| Did NF maintain 8 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?   | N                |                 |
| <ul style="list-style-type: none"> <li>8 additional hours non-concurrently scheduled?</li> </ul>  | N                |                 |
| <ul style="list-style-type: none"> <li>Additional hours provided by direct care staff?</li> </ul>   | N                |                 |
| <ul style="list-style-type: none"> <li>Telehealth used?</li> </ul>  | Y                | Some 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?  | N                |                 |
| NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?   | Y                |                 |
| <ul style="list-style-type: none"> <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**

| <b>Indicator</b> | <b>National Benchmark</b> | <b>Baseline Target</b> | <b>Results</b> | <b>Met Y/N</b> | <b>Comments</b> |
|------------------|---------------------------|------------------------|----------------|----------------|-----------------|
|------------------|---------------------------|------------------------|----------------|----------------|-----------------|



|   |        |       |       |     |              |
|---|--------|-------|-------|-----|--------------|
| Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers | 8.14%  | 3.49% | 2.22% | Y   |              |
| Percent of residents who received an anti-psychotic medication                              | 14.99% | 1.35% | 1.47% | Y/N | PIP in place |
| Percent of residents whose ability to move independently has worsened                       | 18.4%  | 8.41% | 6.67% | Y   |              |
| Percent of residents with urinary tract infection   | 2.36%  | 0.0%  | 0.0%  | Y   |              |

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

| Indicator   | Met<br>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>  | Y          |                    |                 |         |          |
| ➤ 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  | Y          |                    |                 |         |          |

|  |   |  |  |  |  |
|--|---|--|--|--|--|
| <p>to personal protective equipment use</p> <p>➤ Current list of reportable diseases</p>   | <p>Y</p> <p>Y</p>                                     |  |  |  |  |
| <p><b>Quarter 2</b></p> <p>➤ 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>➤ 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><b>**PHARMACY / LAB ANGIOBIOGRAM REPORTS DUE MONTH AFTER QIPP QUARTER ENDS</b></p> | <p>Y</p> <p>Y</p>                                     |  |  |  |  |
| <p><b>Quarter 3</b></p> <p>➤ Designated leadership individuals for antibiotic stewardship</p> <p>➤ Written policies on antibiotic prescribing</p> <p>➤ Pharmacy-generated antibiotic use report from within the last six months</p> <p>➤ Lab-generated antibiogram report from within the last six months (or from regional hospital)</p> <p>➤ Audits (monitors and documents) of adherence to hand hygiene</p> <p>➤ Audits (monitors and documents) of adherence to personal protective equipment use</p>             | <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> <p>Y</p> |  |  |  |  |

|  |        |      |   |  |                          |
|--|--------|------|---|--|--------------------------|
| ➤ Current list of reportable diseases  | Y      |      |   |  |                          |
| <b>Quarter 4</b>   |        |      |   |  |                          |
| Percent of Residents Assessed and Appropriately Given the Pneumococcal Vaccine.      | 93.84% | 95%  | % |  | Information not provided |
| Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine | 96.07% | 100% | % |  |                          |

Administrator: AV Meghani  
DON: Julie Slyotsky, RN

## **FACILITY INFORMATION**

Park Manor Woodlands is a licensed 124- bed facility with an overall star rating of 5 and a rating of 5 stars in Quality Measures. Current census given 116: 9 PP; 18 MC; 35 MCD; 51 HMO; 3 Hospice.

The QIPP site visit was conducted over the phone this quarter. The Administrator was on the call.

The Administrator reports the facility is currently COVID\_19 free. Fully vaccinated resident percentage is 80% and fully vaccinated staff is at 100% with exemptions. This is reported to NSHN weekly. The Administrator reported they are still able to allocate vaccinations in-house.

The facility had a Mother's Day and Cinco De Mayo celebration for residents, and they are planning one for Father's Day. The facility also did a casino day in April that was a big hit. The Administrator also reports they do a weekly happy hour.

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

## **SURVEY INFORMATION**

The facility last had the state in the building in January 2023 for self-reports.

## **REPORTABLE INCIDENTS**

Park Manor Woodlands had two self-reports still under review for **March/April/May/2023**.

## **CLINICAL TRENDING**

### **Incidents/Falls:**

During **March/April/May/2023**, Park Manor Woodlands had 28 total falls without injury (5 repeat) and 2 falls with injury; 9 skin tears; 2 fractures; 1 elopement; 2 bruises; 0 lacerations and 2 behaviors.

### **Infection Control:**

Park Manor Woodlands reported 95 infections during **March/April/May/2023**, of which 23 were UTI's; 22 Respiratory infections; 17 Wound infections; 7 Blood infections, 5 GI infections, 0 Genital infections and 21 Other infections.

**Weight loss:**

**March/April/May/2023**, Park Manor Woodlands had 2 residents with 5-10% weight loss in 1 month and 0 with >10% weight loss in 6 months.

**Pressure Ulcers:**

**March/April/May/2023**, Park Manor Woodlands reported 19 residents with pressure ulcers with 34 sites and 7 were facility acquired.

**Restraints:**

Park Manor Woodlands does not use restraints.

**Staffing:**

| Current Open Positions |    |     |            |       |         |          |
|------------------------|----|-----|------------|-------|---------|----------|
| Shift                  | RN | LVN | Nurse Aide | Hskp. | Dietary | Activity |
| 6 to 2                 | 1  | 1   | 4          | 0     | 0       | 0        |
| 2 to 10                | 2  | 2   | 2          | 0     | 0       | 0        |
| 10 to 6                | 0  | 1   | 0          | 0     | 0       | 0        |
| Other                  | 0  | 0   | 0          | 0     | 0       | 0        |
| # Hired this month     | 3  | 7   | 13         | 0     | 0       | 0        |
| # Quit/Fired           | 0  | 3   | 7          | 0     | 0       | 0        |

**Total number employees: 146 Turnover rate%: 21.2%**

**Casper Report:**

| Indicator                            | Current % | State % | National % | Comments/PIPs |
|--------------------------------------|-----------|---------|------------|---------------|
| New Psychoactive Med Use (S)         | 1.3%      | 2.0%    | 1.9%       |               |
| Fall w/Major Injury (L)              | 1.9%      | 3.6%    | 3.5%       |               |
| UTI (L) *                            | 0%        | 1.5%    | 2.4%       |               |
| High risk with pressure ulcers (L) * | 3.6%      | 8.1%    | 9.1%       |               |
| Loss of Bowel/Bladder Control(L)     | 42.9%     | 54.0%   | 48.4%      |               |
| Catheter(L)                          | 0%        | 1.6%    | 1.8%       |               |
| Physical restraint(L)                | 0%        | 0.1%    | 0%         |               |
| Increased ADL Assistance(L)          | 4.3%      | 17.7%   | 15.4%      |               |
| Excessive Weight Loss(L)             | 0%        | 5.0%    | 6.7%       |               |
| Depressive symptoms(L)               | 12.2%     | 5.9%    | 9.0%       | PIP in place  |
| Antipsychotic medication (L) *       | 5.9%      | 9.5%    | 14.8%      |               |

**DIETICIAN Recommendation concerns/Follow Up? 100 %**

**SOCIAL SERVICES: NUMBER/TYPE OF GRIEVANCES (RESOLVED OR NOT)- Total 8 Grievance**

2 Dietary; 5 ADL related; 1 Staff using cell phone- All resolved

**TRAUMA INFORMED CARE IDENTIFIED: None**

**ACTIVITIES: PIP/CONCERNS:** None

**DIETARY: PIP/CONCERNS:** None

**ENVIRONMENTAL SERVICES: PIP/CONCERNS:** None

**MAINTENANCE: PIP/CONCERNS:** None

**MEDICAL RECORDS/ CENTRAL SUPPLY: PIPS/CONCERNS:** None

**MDS: PIPS/CONCERNS:** None

**QIPP Component 1**

| Indicator   | QAPI Program Y/N<br>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)   | 4/14/23; 5/12/23; and 6/12/23 | Fall PIP in place                       |

**Component 2**

| <b>Indicator</b><br><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<br>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 |  |
| NFs provided in total 12 or 16 hours of RN coverage, respectively, on at least 90 percent of the days within the reporting period?  | Y |  |
| NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?   | Y |  |
| • Was Workforce Development data submitted q month to QIPP during the quarter?  | Y |  |
| • Agency usage or need d/t critical staffing levels   | N |  |
| <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 | 9.1%               | 2.5%            | 3.6%    | Y       |          |
| Percent of residents who received an anti-psychotic medication                              | 14.8%              | 6.0%            | 5.9%    | Y       |          |
| Percent of residents whose ability to move independently has worsened                       | 15.4%              | 5.0%            | 4.3%    | Y       |          |
| Percent of residents with urinary tract infection   | 2.4%               | 1.0%            | 0%      | y       |          |

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

| Indicator | Met | National Benchmark | Baseline Target | Results | Comments |
|-----------|-----|--------------------|-----------------|---------|----------|
|           |     |                    |                 |         |          |

|  | Y/N |  |  |  |  |
|--|-----|--|--|--|--|
| 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)   |     |  |  |  |  |
| ➤ 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 within 6 months of reporting period)                    |     |  |  |  |  |
| <b>**PHARMACY / LAB ANGIOBIOGRAM REPORTS DUE MONTH AFTER QIPP QUARTER ENDS</b>   |     |  |  |  |  |
| <b>Quarter 3</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   |  |  |  |  |



|  |          |          |         |         |  |
|--|----------|----------|---------|---------|--|
| <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> | Y        |          |         |         |  |
|  | Y        |          |         |         |  |
|  | Y        |          |         |         |  |
|  | Y        |          |         |         |  |
| <b>Quarter 4</b>   | National | Baseline | Results | Met Y/N |  |
| Percent of Residents Assessed and Appropriately Given the Pneumococcal Vaccine.  | 93.84%   | 100%     | 100%    | Y       |  |
| Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine   | 96.07%   | 100%     | 100%    | Y       |  |

Administrator: Teresa Parker  
DON: Jessica Says, RN

## **FACILITY INFORMATION**

Spindletop Hill is a licensed 148- bed facility with an overall star rating of 1 and a rating of 3 stars in Quality Measures. The facility met all 4 components for QIPP quarter 3. Census on the given day of call was 86. Private Pay 2; Medicare 3; HMO 6; Medicaid 66 + 7 pending; Hospice 2 and Memory Care 23.

The QIPP site visit was conducted in person. The Administrator was present for the visit and reported the facility is currently COVID\_19 free. The Administrator reports the facility does have a local pharmacy that will come and do the COVID vaccine clinics, including the bivalent (currently on back order). The Administrator stated 64% of the residents and 100% (with 6 approved exemptions) of staff have been vaccinated and this information is reported to NSHN weekly.

Residents are coming out to the dining room for eating and activities with good participation. The Administrator reports the facility still has outings on Thursdays, and they are trying to get one scheduled for a casino. The facility celebrated Mother's Day, Memorial Day, and Father's Day and they are planning something for the 4<sup>th</sup> of July.

The Administrator reports the facility celebrates monthly birthdays and Employee of the Month and continues with a recognition program when anyone is seen providing above and beyond care. Spindletop Hill is currently not using an agency for staffing.

The outside entrance to the facility is well groomed with nice trees and the parking lot is well marked with no trash noted. There is also a nice outside courtyard with well maintained furniture and a resident flower garden.

The inside entrance is nicely decorated with well-kept furniture/décor and clean tile/carpet flooring. The rest of the facility has laminate flooring in good condition. There is a very nice resident library, and the June activity calendar was very well displayed. Several residents were gathered in the dining room for Bingo, per the calendar.

The resident rooms were clean with no odors and clear egress for all hallways. The shower room observed was very clean with all chemicals locked up. The fire extinguishers checked at the entrance, laundry and hall 200 all had current inspections.

The central supply area was clean and organized but cramped and there were several boxes on the floor. None of the OTCs checked were out of date and they were organized in date order of expiration.

The O2 closet had all cannisters in a rack and the empty and full signs were posted but the floor needed to be swept and mopped. The medication room on the 200 hall was clean and organized and the refrigerator temperature logs were all up to date. One medication cart was checked, and it was locked.

The facility's laundry area was clean and organized but there was 1 chemical container on the floor (corrected during tour) and the lint trap logs had not yet been started for the day of the tour. One of the dryer traps was being cleaned during the tour.

The dining room was clean, and the weekly menu was posted but nothing for the day. The kitchen floors and counters were clean, and all temperature and chemical logs were up to date except for the sink logs. The dry storage area was clean, and all boxes were off the floor and ceiling height met. Five trays/tubs of drinks and 3 left over puddings found in the cooler were not dated or labeled. The can opener plate needed to be cleaned.

**SURVEY INFORMATION**

The facility had their annual full book survey 3/27-3/29.

| 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        | 6.3           | 8.8          |           |
| Number of Fire Safety Code Deficiencies                                      | 1        | 2.1           | 4.6          |           |

| Annual Full Book State Survey Characteristics (include only if within last 2 months) |                  |   |   |
|--|------------------|---|---|
| Deficiency Area  | Scope & Severity | Explanation   | Plan of Correction  |
| Abuse & Neglect  |                  |   |   |
| Quality of Care  |                  |   |   |
| Resident Assessment  | SS – D           | Treatment/Devices to Maintain Hearing/Vision                    | Staff reeducation, audits weekly x4, monthly X2                                 |
| Resident Rights  |                  |   |   |
| Dietary  |                  |   |   |
| Pharmacy   | SS- E            | Controlled medication log/medication error                      | Staff reeducatoin, audits 5 residents weekly for 2 weeks & monthly for 2 months |
| Environment  | SS – D           | Free of Accident Hazards/Supervision/Devices – use of gait belt | Staff reeducaton, audits weekly X4, monthly X2                                  |
| Infection Control  | SS – E           | Handwashing/DPOC  | Reeducation, competencies,  |
| Administration   |                  |   |   |

**REPORTABLE INCIDENTS**

**March/April/May/2023:** March Self report 3/13 Abuse – confirmed; staff to resident; POC audits res. & staff interactions weekly X4, monthly X2, resident rights mealtime observation weekly X4, monthly X2, cited F550, F600, F607; Self Report – 3/24 – Resident to resident. April: 4/5 Injury of unknown source – confirmed; 4/24 Abuse – confirmed; 4/30 resident to resident – confirmed. May: 5/9 Injury of Unknown source; 5/14 Injury of Unknown source. State visit 3/2 – 3/6 Resident Neglect, Injury of Unknown Origin X2, Resident Neglect – No deficiencies; State visit 3/21 – 3/22 cited for abuse F550, F600, F607 from self-report on 3/13; Offsite review – 3/30 – Abuse, neglect, Administration/Personnel, QOL, Resident rights – unsubstantiated.

**CLINICAL TRENDING**

**Incidents/Falls:**

During **March/April/May/2023**, Spindletop Hill had 59 total falls without injury and 18 falls with injury, 1 Fracture, 4 Skin Tears, 1 Elopement, 0 Bruises, 3 Lacerations, and 0 Behaviors. PIP in place for falls.

**Infection Control:**

Spindletop Hill reported 14 infections during **March/April/May/2023** of which 7 were UTI's, 2 Respiratory infections, 0 EENT infections, 3 wound infections, 0 Blood infections, 0 GI infections, 0 Genital infection and 2 Other infections.

**Weight loss:**

**March/April/May/2023**, Spindletop Hill had 8 residents with 5-10% weight loss in 1 month and 17 with >10% weight loss in 6 months. PIP in place.

**Pressure Ulcers:**

**March/April/May/2023**, Spindletop Hill reported 25 residents with pressure ulcers with 43 sites, 13 of them facility acquired. PIP in place (annual for QIPP).

**Restraints:**

Spindletop Hill does not use side rails or restraints.

**Staffing:**

| Current Open Positions |            |     |            |       |         |          |
|------------------------|------------|-----|------------|-------|---------|----------|
| Shift                  | RN         | LVN | Nurse Aide | Hskp. | Dietary | Activity |
| 6 to 2                 |            |     | 1          |       |         |          |
| 2 to 10                |            | 2   | 2          |       |         |          |
| 10 to 6                |            |     |            |       |         |          |
| Other                  | 1<br>WE/RN |     |            |       |         |          |
| # Hired this month     | 0          | 2   | 4          | 4     | 4       | 0        |

|              |   |   |   |   |   |   |
|--------------|---|---|---|---|---|---|
| # Quit/Fired | 2 | 1 | 6 | 2 | 2 | 0 |
|--------------|---|---|---|---|---|---|

**Total number employees:** 98 **Turnover rate%:** 11.32%

**CASPER REPORT**

| Indicator                            | Current % | State % | National % | Comments/PIPs |
|--------------------------------------|-----------|---------|------------|---------------|
| New Psychoactive Med Use (S)         | 0%        | 2.0%    | 1.9%       |               |
| Fall w/Major Injury (L)              | 5.3%      | 3.6%    | 3.5%       | PIP in place  |
| UTI (L) *                            | 0%        | 1.5%    | 2.4%       |               |
| High risk with pressure ulcers (L) * | 1.8%      | 8.1%    | 9.1%       |               |
| Loss of Bowel/Bladder Control(L)     | 88.2%     | 54%     | 48.4%      | PIP in place  |
| Catheter(L)                          | 1.9%      | 1.6%    | 1.8%       |               |
| Physical restraint(L)                | 0%        | 0%      | 0.1%       |               |
| Increased ADL Assistance(L)          | 17.9%     | 17.7%   | 15.4%      |               |
| Excessive Weight Loss(L)             | 12.5%     | 5.0%    | 6.7%       | PIP in place  |
| Depressive symptoms(L)               | 1.4%      | 5.9%    | 9.0%       |               |
| Antipsychotic medication (L) *       | 11.1%     | 9.5%    | 14.8%      |               |

**PHARMACY Consultant reports/visit/ med destruction:**

3/8/23- monthly visit  
4/6/23- monthly visit- drug destruction  
5/3/23- monthly visit

---

# of GDR ATTEMPTS in the month: How many successful?  
# of Anti-anxiety (attempts 0\_\_ successful \_\_\_\_\_ failed \_\_\_\_\_)  
# of Antidepressants (attempts 0 successful \_\_\_\_\_ failed \_\_\_\_\_)  
# of Antipsychotic (attempts 7 successful 5 failed 2)  
# of Sedatives (attempts 0 successful \_\_\_\_\_ failed \_\_\_\_\_)

---

**DIETICIAN Recommendation concerns/Follow Up** – Comes minimum of 1 time per month, no concerns

**SOCIAL SERVICES: NUMBER/TYPE OF GRIEVANCES (RESOLVED OR NOT)--**

March-8, April-17, May-10 All resolved

**TRAUMA INFORMED CARE IDENTIFIED:** None

**ACTIVITIES: PIP/CONCERNS:** Working on adding more activities, especially outings

**DIETARY: PIP/CONCERNS:** Working with manager on several complaints about food, menu too repetitive, too cold, etc.

**ENVIRONMENTAL SERVICES: PIP/CONCERNS:** None

**MAINTENANCE: PIP/CONCERNS:** None

**MEDICAL RECORDS/ CENTRAL SUPPLY: PIPS/CONCERNS:** New staff with a learning curve

**MDS: PIPS/CONCERNS:** None

**QIPP MEASURES**

**Component 1**

| Indicator   | QAPI Program<br>Y/N<br><br>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)   | 4/11/2023<br>5/16/2023<br>6/13/2023  |   |

**Component 2**

| <b><u>Indicator</u></b><br><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> | <b>Benchmark</b><br><br><b>Met Y/N</b> | <b>Comments</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>   | N                                      |                 |
| 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>  | N                                      |                 |
| <ul style="list-style-type: none"> <li>Additional hours provided by direct care staff?</li> </ul>   | N                                      |                 |
| <ul style="list-style-type: none"> <li>Telehealth used?</li> </ul>  | N                                      |                 |

|   |                          |  |
|---|--------------------------|--|
| NFs provided in total 12 or 16 hours of RN coverage, respectively, on at least 90 percent of the days within the reporting period?  | Y                        |  |
| NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?   | Y                        |  |
| <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<br><br>Y<br><br>Y<br>Y |  |

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

| Indicator   | National Benchmark | Baseline Target | Results | Met Y/N | Comments |
|---|--------------------|-----------------|---------|---------|----------|
| Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers | 8.4%               | 14.98%          | 1.8%    | yes     |          |
| Percent of residents who received an anti-psychotic medication                              | 14.4%              | 14.94%          | 11.1%   | yes     |          |
| Percent of residents whose ability to move independently has worsened                       | 23.6%              | 23.61%          | 9.4%    | yes     |          |
| Percent of residents with urinary tract infection   | 2.5%               | 0.13%           | 0.0%    | yes     |          |

**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: | Yes     |                    |                 |         |          |

|  |   |  |  |  |  |
|--|---|--|--|--|--|
| <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>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <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>Yes</p>   |  |  |  |  |
| <p><b>Quarter 3</b></p> <ul style="list-style-type: none"> <li>➤ Designated leadership individuals for antibiotic stewardship</li> </ul>   | <p>Y</p>  |  |  |  |  |



|  |                    |                    |                 |              |  |
|--|--------------------|--------------------|-----------------|--------------|--|
| <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>   | National<br>93.84% | Baseline<br>99.98% | Results<br>100% | Met Y/N<br>Y |  |
| <p>Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine</p>  | 96.07%             | 99.90%             | 100%            | Y            |  |

Administrator: Teresa Parker  
DON: Jessica Says, RN

## **FACILITY INFORMATION**

Spindletop Hill is a licensed 148- bed facility with an overall star rating of 1 and a rating of 3 stars in Quality Measures. The facility met all 4 components for QIPP quarter 3. Census on the given day of call was 86. Private Pay 2; Medicare 3; HMO 6; Medicaid 66 + 7 pending; Hospice 2 and Memory Care 23.

The QIPP site visit was conducted in person. The Administrator was present for the visit and reported the facility is currently COVID\_19 free. The Administrator reports the facility does have a local pharmacy that will come and do the COVID vaccine clinics, including the bivalent (currently on back order). The Administrator stated 64% of the residents and 100% (with 6 approved exemptions) of staff have been vaccinated and this information is reported to NSHN weekly.

Residents are coming out to the dining room for eating and activities with good participation. The Administrator reports the facility still has outings on Thursdays, and they are trying to get one scheduled for a casino. The facility celebrated Mother's Day, Memorial Day, and Father's Day and they are planning something for the 4<sup>th</sup> of July.

The Administrator reports the facility celebrates monthly birthdays and Employee of the Month and continues with a recognition program when anyone is seen providing above and beyond care. Spindletop Hill is currently not using an agency for staffing.

The outside entrance to the facility is well groomed with nice trees and the parking lot is well marked with no trash noted. There is also a nice outside courtyard with well maintained furniture and a resident flower garden.

The inside entrance is nicely decorated with well-kept furniture/décor and clean tile/carpet flooring. The rest of the facility has laminate flooring in good condition. There is a very nice resident library, and the June activity calendar was very well displayed. Several residents were gathered in the dining room for Bingo, per the calendar.

The resident rooms were clean with no odors and clear egress for all hallways. The shower room observed was very clean with all chemicals locked up. The fire extinguishers checked at the entrance, laundry and hall 200 all had current inspections.

The central supply area was clean and organized but cramped and there were several boxes on the floor. None of the OTCs checked were out of date and they were organized in date order of expiration.

The O2 closet had all cannisters in a rack and the empty and full signs were posted but the floor needed to be swept and mopped. The medication room on the 200 hall was clean and organized and the refrigerator temperature logs were all up to date. One medication cart was checked, and it was locked.

The facility’s laundry area was clean and organized but there was 1 chemical container on the floor (corrected during tour) and the lint trap logs had not yet been started for the day of the tour. One of the dryer traps was being cleaned during the tour.

The dining room was clean, and the weekly menu was posted but nothing for the day. The kitchen floors and counters were clean, and all temperature and chemical logs were up to date except for the sink logs. The dry storage area was clean, and all boxes were off the floor and ceiling height met. Five trays/tubs of drinks and 3 left over puddings found in the cooler were not dated or labeled. The can opener plate needed to be cleaned.

### SURVEY INFORMATION

The facility had their annual full book survey 3/27-3/29.

| 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        | 6.3           | 8.8          |           |
| Number of Fire Safety Code Deficiencies                                      | 1        | 2.1           | 4.6          |           |

| Annual Full Book State Survey Characteristics (include only if within last 2 months) |                  |   |   |
|--|------------------|---|---|
| Deficiency Area  | Scope & Severity | Explanation   | Plan of Correction  |
| Abuse & Neglect  |                  |   |   |
| Quality of Care  |                  |   |   |
| Resident Assessment  | SS – D           | Treatment/Devices to Maintain Hearing/Vision                    | Staff reeducation, audits weekly x4, monthly X2                                 |
| Resident Rights  |                  |   |   |
| Dietary  |                  |   |   |
| Pharmacy   | SS- E            | Controlled medication log/medication error                      | Staff reeducatoin, audits 5 residents weekly for 2 weeks & monthly for 2 months |
| Environment  | SS – D           | Free of Accident Hazards/Supervision/Devices – use of gait belt | Staff reeducaton, audits weekly X4, monthly X2                                  |
| Infection Control  | SS – E           | Handwashing/DPOC  | Reeducation, competencies,  |
| Administration   |                  |   |   |

**REPORTABLE INCIDENTS**

**March/April/May/2023:** March Self report 3/13 Abuse – confirmed; staff to resident; POC audits res. & staff interactions weekly X4, monthly X2, resident rights mealtime observation weekly X4, monthly X2, cited F550, F600, F607; Self Report – 3/24 – Resident to resident. April: 4/5 Injury of unknown source – confirmed; 4/24 Abuse – confirmed; 4/30 resident to resident – confirmed. May: 5/9 Injury of Unknown source; 5/14 Injury of Unknown source. State visit 3/2 – 3/6 Resident Neglect, Injury of Unknown Origin X2, Resident Neglect – No deficiencies; State visit 3/21 – 3/22 cited for abuse F550, F600, F607 from self-report on 3/13; Offsite review – 3/30 – Abuse, neglect, Administration/Personnel, QOL, Resident rights – unsubstantiated.

**CLINICAL TRENDING**

**Incidents/Falls:**

During **March/April/May/2023**, Spindletop Hill had 59 total falls without injury and 18 falls with injury, 1 Fracture, 4 Skin Tears, 1 Elopement, 0 Bruises, 3 Lacerations, and 0 Behaviors. PIP in place for falls.

**Infection Control:**

Spindletop Hill reported 14 infections during **March/April/May/2023** of which 7 were UTI's, 2 Respiratory infections, 0 EENT infections, 3 wound infections, 0 Blood infections, 0 GI infections, 0 Genital infection and 2 Other infections.

**Weight loss:**

**March/April/May/2023**, Spindletop Hill had 8 residents with 5-10% weight loss in 1 month and 17 with >10% weight loss in 6 months. PIP in place.

**Pressure Ulcers:**

**March/April/May/2023**, Spindletop Hill reported 25 residents with pressure ulcers with 43 sites, 13 of them facility acquired. PIP in place (annual for QIPP).

**Restraints:**

Spindletop Hill does not use side rails or restraints.

**Staffing:**

| Current Open Positions |            |     |            |       |         |          |
|------------------------|------------|-----|------------|-------|---------|----------|
| Shift                  | RN         | LVN | Nurse Aide | Hskp. | Dietary | Activity |
| 6 to 2                 |            |     | 1          |       |         |          |
| 2 to 10                |            | 2   | 2          |       |         |          |
| 10 to 6                |            |     |            |       |         |          |
| Other                  | 1<br>WE/RN |     |            |       |         |          |
| # Hired this month     | 0          | 2   | 4          | 4     | 4       | 0        |

|              |   |   |   |   |   |   |
|--------------|---|---|---|---|---|---|
| # Quit/Fired | 2 | 1 | 6 | 2 | 2 | 0 |
|--------------|---|---|---|---|---|---|

**Total number employees:** 98 **Turnover rate%:** 11.32%

**CASPER REPORT**

| Indicator                            | Current % | State % | National % | Comments/PIPs |
|--------------------------------------|-----------|---------|------------|---------------|
| New Psychoactive Med Use (S)         | 0%        | 2.0%    | 1.9%       |               |
| Fall w/Major Injury (L)              | 5.3%      | 3.6%    | 3.5%       | PIP in place  |
| UTI (L) *                            | 0%        | 1.5%    | 2.4%       |               |
| High risk with pressure ulcers (L) * | 1.8%      | 8.1%    | 9.1%       |               |
| Loss of Bowel/Bladder Control(L)     | 88.2%     | 54%     | 48.4%      | PIP in place  |
| Catheter(L)                          | 1.9%      | 1.6%    | 1.8%       |               |
| Physical restraint(L)                | 0%        | 0%      | 0.1%       |               |
| Increased ADL Assistance(L)          | 17.9%     | 17.7%   | 15.4%      |               |
| Excessive Weight Loss(L)             | 12.5%     | 5.0%    | 6.7%       | PIP in place  |
| Depressive symptoms(L)               | 1.4%      | 5.9%    | 9.0%       |               |
| Antipsychotic medication (L) *       | 11.1%     | 9.5%    | 14.8%      |               |

**PHARMACY Consultant reports/visit/ med destruction:**

3/8/23- monthly visit  
4/6/23- monthly visit- drug destruction  
5/3/23- monthly visit

---

# of GDR ATTEMPTS in the month: How many successful?  
# of Anti-anxiety (attempts 0\_\_ successful \_\_\_\_\_ failed \_\_\_\_\_)  
# of Antidepressants (attempts 0 successful \_\_\_\_\_ failed \_\_\_\_\_)  
# of Antipsychotic (attempts 7 successful 5 failed 2)  
# of Sedatives (attempts 0 successful \_\_\_\_\_ failed \_\_\_\_\_)

---

**DIETICIAN Recommendation concerns/Follow Up** – Comes minimum of 1 time per month, no concerns

**SOCIAL SERVICES: NUMBER/TYPE OF GRIEVANCES (RESOLVED OR NOT)--**

March-8, April-17, May-10 All resolved

**TRAUMA INFORMED CARE IDENTIFIED:** None

**ACTIVITIES: PIP/CONCERNS:** Working on adding more activities, especially outings

**DIETARY: PIP/CONCERNS:** Working with manager on several complaints about food, menu too repetitive, too cold, etc.

**ENVIRONMENTAL SERVICES: PIP/CONCERNS:** None

**MAINTENANCE: PIP/CONCERNS:** None

**MEDICAL RECORDS/ CENTRAL SUPPLY: PIPS/CONCERNS:** New staff with a learning curve

**MDS: PIPS/CONCERNS:** None

**QIPP MEASURES**

**Component 1**

| Indicator   | QAPI Program<br>Y/N<br><br>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)   | 4/11/2023<br>5/16/2023<br>6/13/2023  |   |

**Component 2**

| <b><u>Indicator</u></b><br><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> | <b>Benchmark</b><br><br><b>Met Y/N</b> | <b>Comments</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>   | N                                      |                 |
| 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>  | N                                      |                 |
| <ul style="list-style-type: none"> <li>Additional hours provided by direct care staff?</li> </ul>   | N                                      |                 |
| <ul style="list-style-type: none"> <li>Telehealth used?</li> </ul>  | N                                      |                 |

|   |   |  |
|---|---|--|
| NFs provided in total 12 or 16 hours of RN coverage, respectively, on at least 90 percent of the days within the reporting period?  | Y |  |
| NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?   | Y |  |
| <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 |  |
|   | Y |  |
|   | Y |  |
|   | Y |  |

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

| Indicator   | National Benchmark | Baseline Target | Results | Met Y/N | Comments |
|---|--------------------|-----------------|---------|---------|----------|
| Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers | 8.4%               | 14.98%          | 1.8%    | yes     |          |
| Percent of residents who received an anti-psychotic medication                              | 14.4%              | 14.94%          | 11.1%   | yes     |          |
| Percent of residents whose ability to move independently has worsened                       | 23.6%              | 23.61%          | 9.4%    | yes     |          |
| Percent of residents with urinary tract infection   | 2.5%               | 0.13%           | 0.0%    | yes     |          |

**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: | Yes     |                    |                 |         |          |

|  |   |  |  |  |  |
|--|---|--|--|--|--|
| <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>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <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>Yes</p>   |  |  |  |  |
| <p><b>Quarter 3</b></p> <ul style="list-style-type: none"> <li>➤ Designated leadership individuals for antibiotic stewardship</li> </ul>   | <p>Y</p>  |  |  |  |  |



|  |          |          |         |         |  |
|--|----------|----------|---------|---------|--|
| <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>   | National | Baseline | Results | Met Y/N |  |
| <p>Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine</p>  | 93.84%   | 99.98%   | 100%    | Y       |  |
|  | 96.07%   | 99.90%   | 100%    | Y       |  |

Acting Administrator: David Bilbo, LNFA  
DON: Belencia Wallace, RN

### **FACILITY INFORMATION**

The Woodlands Nursing and Rehabilitation Center is a licensed 214 - bed facility with an overall star rating of 2 and a rating of 3 stars in Quality Measures. Census given was 131: 95 PP; 7 MC; 80 (8 pending) MDC; 11 HMO; 3 Hospice; 14 VA; and 17 Memory Care.

The QIPP site visit was conducted over the phone with the Administrator. The Administrator reports the facility does have a CNA class currently in progress.

The Administrator reports the facility is currently COVID\_19 free. The facility is offering the bivalent vaccine and had their last clinic partnering with the county every 2-3 weeks. Resident COVID\_19 vaccination rate was .... All employees have been vaccinated except the those that have approved exemptions.

Dining participation is improving every day. Participation for activities is good. The facility did celebrate Mother's Day and they are planning a Father's Day and July 4<sup>th</sup> celebration. The Activity Director is working on a beer and pizza night for the Astros games.

Contract agency is no longer being used. The facility celebrates Employee of the Month with a barbeque. The facility celebrated Nurses Week and they are planning a CNA Week celebration.

### **SURVEY INFORMATION**

The facility had their full book annual survey 5/16-5/18/23. 6 Health tags and the POC was submitted 6/12/23.

### **REPORTABLE INCIDENTS**

During **March/April/May 2023** the facility reports: Information not provided

### **CLINICAL TRENDING**

#### **Incidents/Falls:**

During **March/April/May 2023**- The Woodlands – Information not provided

#### **Infection Control:**

The Woodlands reported during **March/April/May 2023** -Information not provided

#### **Weight loss:**

**March/April/May 2023**, The Woodlands – Information not provided

**Pressure Ulcers:**

March/April/May 2023, The Woodlands reported - Information not provided

**Restraints:**

The Woodlands does not use side rails or restraints.

**Staffing:** Information not provided

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

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

**CASPER REPORT - Information not provided**

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

**QIPP Component 1**

| Indicator  | QAPI Program Y/N | PIP's Implemented (Name specific PIP's) |
|--|------------------|---|
| Comprehensive, data driven QAPI Program/Policy that focuses on | Y                |   |

|  |                           |  |
|--|---------------------------|--|
| actions/activities resulting from analysis/quality assess/assurance of indicators of the outcomes of care and quality of life. |                           |  |
| QAPI Meeting dates of submission (owner/operator involvement evident)  | 3/21/23, 4/13/23, 5/23/23 |  |

### Component 2

| <b>Indicator</b>  | <b>Benchmark</b> | <b>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>Met Y/N</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-concurrency 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?  | N                |                 |
| NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?   | Y                |                 |
| <ul style="list-style-type: none"> <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> </ul> </li> </ul> | Y                |                 |

|  |  |  |
|--|--|--|
| <input type="radio"/> PIP for retention and recruitment is current:<br><input type="radio"/> <b>NEW Retention efforts updated on Current PIP</b> |  |  |
|--|--|--|

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

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

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

| Indicator  | Met Y/N | National Benchmark | Baseline Target | Results | Comments |
|--|---------|--------------------|-----------------|---------|----------|
| Facility has active infection control program that includes pursuing improved outcomes in vaccination rates and antibiotic stewardship:  | Y       |                    |                 |         |          |
| <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 from within the last six months</li> <li>➤ Lab-generated antibiogram report from</li> </ul> | Y       |                    |                 |         |          |

|   |                   |  |  |  |  |
|---|-------------------|--|--|--|--|
| <p>within the last six months (or from regional hospital)</p> <ul style="list-style-type: none"> <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> | <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</li> </ul>   | <p>Y</p>          |  |  |  |  |

| months (or from regional hospital)<br>➤ Audits (monitors and documents) of adherence to hand hygiene<br>➤ Audits (monitors and documents) of adherence to personal protective equipment use<br>➤ Current list of reportable diseases |         |                    |                 |         |                          |
|--|---------|--------------------|-----------------|---------|--------------------------|
| Indicator  | Met Y/N | National Benchmark | Baseline Target | Results | Comments                 |
| <b>Quarter 4</b><br>Percent of Residents Assessed and Appropriately Given the Pneumococcal Vaccine.  | y       | 93.85%             | %               |         | Information not provided |
| Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine   | y       | 96.07%             | %               |         |                          |

| Account Number | Post Date      | Check          | Description   | Debit | Credit | Status       |   |
|----------------|----------------|----------------|---|-------|--------|--------------|---|
|                | JUL 3<br>2023  | ☞ Check - 1218 |   |       |        | - \$678.33   | ⋮ |
|                |                |                |   |       |        | \$184,989.73 |   |
|                | JUL 3<br>2023  |                | GLOBAL PAYMENTS/GLOBAL STL 8788240055297 COASTAL GATEWAY HEALTH |       |        | - \$93.87    | ⋮ |
|                |                |                |   |       |        | \$185,668.06 |   |
|                | JUN 27<br>2023 | ☞ Check - 1217 |   |       |        | - \$625.00   | ⋮ |
|                |                |                |   |       |        | \$185,761.93 |   |



# **Exhibit “D-1”**

## AUTHORIZING RESOLUTION

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

**WHEREAS**, at its July 19, 2023 Regular Meeting, the Board of Directors determined that it was in the best interest of the District to acquire the following nursing Facilities from Healthmark Group LTD (“HMG”) (hereafter referred to “Facilities” or “Facility”):

| <b>Nursing Facilities</b>             | <b>Manager</b> | <b>Address</b>                                  |
|---------------------------------------|----------------|---|
| Arbrook Plaza                         | HMG            | 401 West Arbrook Blvd., Arlington, Texas 76014  |
| Forum Parkway Health & Rehabilitation | HMG            | 2112 Forum Parkway, Bedford, Texas 76201        |
| Gulf Point Plaza                      | HMG            | 1008 Enterprise Blvd, Rockport, Texas 78382     |
| Treviso Transitional Care             | HMG            | 1154 East Hawkins, Pkwy., Longview, Texas 75605 |

**WHEREAS**, at the Board July 19, 2023 Regular Meeting, the Board of Directors unanimously voted to:

1. Establish depository accounts for each Facility consistent with the District’s other nursing home accounts at Steller Bank for the purpose of operating the District, including, owning and operating the District’s nursing homes.
2. Make the President, Edward Murrell; Vice President, Anthony Stramecki; Treasurer George Robert Way, Jr. and Administrator, Sherrie Norris, the signatories for the District’s accounts and enter into Treasury Management Services Agreements with Stellar Bank.

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

- (1) Steller Bank is authorized to open depository accounts for each Facility consistent with the District’s other nursing home accounts.
- (2) The following officers of the District, listed below, are authorized to enter into execute Treasury Management Services Agreements with Bank; and wire transfer funds or ACH Funds to or from the Accounts subject to any agreement with the following: a) Bank; b)

Managers of each Facility; c) Accounts Receivable Lenders; or d) Landlords, including but not limited to: a) Management Agreements; b) Security Agreements; c) Depository Account Instruction and Service Agreements (“DAISA”); d) Inter-creditor Agreements; Collateral Agreements; or e) Depository Account Control Agreements (“DACA”):

| Name                   | Title          | Signature |
|------------------------|----------------|-----------|
| Edward Murrell         | President      | _____     |
| Anthony Stramecki      | Vice President | _____     |
| George Robert Way, Jr. | Treasurer      | _____     |

- (3) The following employee of the District, listed below is authorized to enter into execute Treasury Management Services Agreements with Bank; and wire transfer funds or ACH Funds to or from the Accounts subject to any agreement with the following: a) Bank; b)Managers of each Facility; c) Accounts Receivable Lenders; or d) Landlords, including but not limited to: a) Management Agreements; b) Security Agreements; c) Depository Account Instruction and Service Agreements (“DAISA”); d) Inter-creditor Agreements; Collateral Agreements; or e) Depository Account Control Agreements (“DACA”):

| Name           | Title         | Signature |
|----------------|---------------|-----------|
| Sherrie Norris | Administrator | _____     |

- (4) The officers and employee named above have provided specimen signatures herein and are authorized to sign signature cards and Accounts agreements.
- (5) 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.
- (6) The Bank is authorized to rely upon this Resolution until the bank has received written notice of any amendment or recession of the resolution.
- (7) The District is authorized to enter into Treasurer Management Agreements for the newly established accounts, subject to this Resolution on behalf of the Facilities.

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

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

---

Jeff Rollo, Secretary

**CERTIFICATE**

I, the undersigned, Jeff Rollo, Secretary of the Winnie Stowell Hospital District, hereby certify that that the foregoing Resolution to establish depository accounts for the Facilities consistent with the District's other nursing home accounts at Steller Bank is a full, true, and correct copy of a resolution duly adopted by the Board of Directors of the Winnie Stowell Hospital District at its Regular Meeting held on July 19, 2023, held on the day and at the place therein specified, at which a majority of the members were present and voted. I further certify that the resolution is entered in the minutes and has not been amended or repealed.

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

---

Jeff Rollo  
Secretary, Board of Directors

# **Exhibit “D-2”**

**AUTHORIZING RESOLUTION**

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

**WHEREAS**, at its July 19, 2023 Regular Meeting, the Board of Directors determined that it was in the best interest of the District to acquire the following nursing facilities from Caring Healthcare (“Caring”) (hereafter referred to “Facilities” or “Facility”):

| <b>Nursing Facilities</b>  | <b>Manager</b>    | <b>Address</b>                              |
|----------------------------|-------------------|---|
| Oakbrook Healthcare Center | Caring Healthcare | 107 Stacy Drive, Whitehouse, Texas<br>75791 |
| Gracy Woods Nursing Center | Caring Healthcare | 12021 Metric Blvd, Austin, Texas<br>78758   |

**WHEREAS**, at the Board July 19, 2023 Regular Meeting, the Board of Directors unanimously voted to:

1. Establish depository accounts for each Facility consistent with the District’s other nursing home accounts at Steller Bank for the purpose of operating the District, including, owning and operating the District’s nursing homes.
2. Make the President, Edward Murrell; Vice President, Anthony Stramecki; Treasurer George Robert Way, Jr. and Administrator, Sherrie Norris, the signatories for the District’s accounts and enter into Treasury Management Services Agreements with Stellar Bank.

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

- (1) Steller Bank is authorized to open depository accounts for each Facility consistent with the District’s other nursing home accounts.
- (2) The following officers of the District, listed below, are authorized to enter into execute Treasury Management Services Agreements with Bank; and wire transfer funds or ACH Funds to or from the Accounts subject to any agreement with the following: a) Bank; b) Managers of each Facility; c) Accounts Receivable Lenders; or d) Landlords, including but not limited to: a) Management Agreements; b) Security Agreements; c) Depository

Account Instruction and Service Agreements (“DAISA”); d) Inter-creditor Agreements; Collateral Agreements; or e) Depository Account Control Agreements (“DACA”):

| Name                   | Title          | Signature |
|------------------------|----------------|-----------|
| Edward Murrell         | President      | _____     |
| Anthony Stramecki      | Vice President | _____     |
| George Robert Way, Jr. | Treasurer      | _____     |

- (3) The following employee of the District, listed below is authorized to enter into execute Treasury Management Services Agreements with Bank; and wire transfer funds or ACH Funds to or from the Accounts subject to any agreement with the following: a) Bank; b) Managers of each Facility; c) Accounts Receivable Lenders; or d) Landlords, including but not limited to: a) Management Agreements; b) Security Agreements; c) Depository Account Instruction and Service Agreements (“DAISA”); d) Inter-creditor Agreements; Collateral Agreements; or e) Depository Account Control Agreements (“DACA”):

| Name           | Title         | Signature |
|----------------|---------------|-----------|
| Sherrie Norris | Administrator | _____     |

- (4) The officers and employee named above have provided specimen signatures herein and are authorized to sign signature cards and Accounts agreements.
- (5) 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.
- (6) The Bank is authorized to rely upon this Resolution until the bank has received written notice of any amendment or recession of the resolution.
- (7) The District is authorized to enter into Treasurer Management Agreements for the newly established accounts, subject to this Resolution on behalf of the Facilities.

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



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

---

Jeff Rollo, Secretary

**CERTIFICATE**

I, the undersigned, Jeff Rollo, Secretary of the Winnie Stowell Hospital District, hereby certify that that the foregoing Resolution to establish depository accounts for the Facilities consistent with the District's other nursing home accounts at Steller Bank is a full, true, and correct copy of a resolution duly adopted by the Board of Directors of the Winnie Stowell Hospital District at its Regular Meeting held on July 19, 2023, held on the day and at the place therein specified, at which a majority of the members were present and voted. I further certify that the resolution is entered in the minutes and has not been amended or repealed.

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

---

Jeff Rollo  
Secretary, Board of Directors

# **Exhibit “E”**



**PERSONNEL POLICIES  
WINNIE STOWELL HOSPITAL DISTRICT**

Adopted January 22, 2020

## NOTICE TO EMPLOYEES

Winnie Stowell Hospital District (“WSHD” or “District”) operates under the legal doctrine of “employment-at-will” and, within requirements of state and federal law regarding employment, can dismiss an employee at any time, with or without notice, for any reason or no reason. Every effort will be made to ensure that employee dismissals are not made in an arbitrary and capricious manner; however, these personnel policies do not constitute an employment agreement between the District and any of its employees and in no way limit or restrict the at-will nature of employment. The District has the right to change these policies at any time, without prior notice to employees.

## WELCOME

Welcome to employment with Winnie Stowell Hospital District. We are happy to have you as one of the team of employees that serves the people of our District. You will find public service a rewarding career.

As taxpayers ourselves, we expect nothing less than the highest quality of service from our government. As public servants, our objective is to provide the best possible service to the citizens of the District in a fair, efficient, and courteous manner. Your job is important to our overall success.

Because you are an employee of the District, you have a responsibility to the citizens of District. How well you do your work and how you conduct yourself on the job are both subject to public approval. Often times, your contacts with citizens will be the only basis on which the District government is judged; therefore, you owe it to both the District and yourself to serve the public as best you can. The District is good place to work, but it is up to each individual employee to maintain his or her position as a result of good performance, proper attitude, and responsible action to the tax dollar.

This manual, and the personnel policies contained within it, are guidelines on how we work as a team to provide that public service. Whether you are a new or experienced employee, this manual will give you facts about the District, how it works, and the policies which govern us as employees.

The personnel policies and procedures of the District are adopted by the District's Board, are subject to regular review, and may be updated or changed from time to time without prior notice.

If you need more details on the District's policies and procedures, please consult the District Administrator.

---

Ed Murrell  
Chairman,  
Winnie Stowell Hospital District

## **ABOUT WINNIE STOWELL HOSPITAL DISTRICT**

The District was established by vote of the Citizens of the District in May 2004 and operates under Article IX, Section 9 of the Texas Constitution; Chapters 283, 285 and 286 of the Health and Safety Code; and Chapter 61 of the Health and Safety Code.

The mission of the District's Board is to balance the healthcare needs of the community and its needy inhabitants with fiscal responsibility. In so doing, the District assumes full responsibility for furnishing medical and hospital care for the district's needy inhabitants without charge shall supply to the residents of the District who cannot pay for their healthcare needs.

Its operations are governed by state and federal law and by actions of the District's five (5) member Board who are elected for staggered four (4) year terms and serve as the policy-making body of the District ("District's Board"). The District's Chairman has appointed two (2) Board members to serve on the District's Personnel Committee ("Personnel Committee") whose job it is to oversee employees and compliance with the District Personnel policies. The District is managed by the District's Administrator ("Administrator") whose job duties include ensure compliance with these Policies.

## **SERVICE TO THE PUBLIC**

On a day-to-day basis, citizens base their opinion of District on the actions of District's employees, like you. As such, the District has developed a code of personal conduct we think will help maintain a reputation for good District government.

### **CODE OF PERSONAL CONDUCT:**

1. Remember that we are here to serve the people of the District.
2. Our responsibility is to provide fair, efficient service in a courteous manner.
3. Since the role and purpose of the District is to assist the District's needy with healthcare, all employees are to keep all confidential healthcare information private and not disclose any confidential healthcare information to anyone outside of the District or without express permission of the citizen to disclose the information.
4. Be a good and sincere listener; our visitors and callers want us to understand and care about their problems.
5. Learn all about the activities of the District and try to help others get their problems solved in the most efficient manner, even if the problem must be referred to another employee.
6. Write down all of the information you will need to complete a task for a citizen, including the date and time of a call or request and the telephone number or address where the person can be contacted.
7. Fulfill all promises you make. If you cannot complete a promised task as anticipated, get back in touch and explain the circumstances.
8. Respect the dignity of every individual; try honestly and sincerely to see the other person's point of view; speak kindly to and of others; avoid arguments; and be friendly.
9. Be punctual in your work and for appointments.
10. Make suggestions about ways we can improve our services to the citizens of District or can get our work done in a more efficient manner.
11. Dress and appearance must be appropriate to our job. Expensive clothes are not necessary, but a neat, orderly appearance is important.
12. District employees are trustees of public funds - - conserve District money, time, and equipment as if it were your own.
13. Finally, public service requires that we not only obey the law, but it is also important that we avoid even the appearance of any improper action or of using our official position to gain any personal advantage.



**WINNIE STOWELL HOSPITAL DISTRICT PERSONNEL POLICIES**

**TABLE OF CONTENTS**

**NOTICE TO EMPLOYEES.....II**

**WELCOME ..... III**

**ABOUT WINNIE STOWELL HOSPITAL DISTRICT ..... IV**

**SERVICE TO THE PUBLIC ..... V**

**TABLE OF CONTENTS ..... I**

**1. GENERAL POLICIES .....3**

**2. EMPLOYEE RESPONSIBILITIES.....6**

**3. HIRING PRACTICES.....12**

**4. TYPES OF EMPLOYMENT .....17**

**5. EMPLOYEE COMPENSATION AND ADVANCEMENT .....19**

**6. WORK SCHEDULE AND TIME REPORTING .....22**

**7. BENEFITS .....25**

**8. LEAVE TIME.....26**

**9. HOLIDAYS.....35**

**10. HEALTH AND SAFETY.....37**

**11. USE OF DISTRICT PROPERTY .....43**

**12. DISCIPLINE.....44**

**13. SEPARATIONS.....45**

**14. GRIEVANCES.....48**

**15. JOB (CLASS) DESCRIPTIONS AND PERFORMANCE EVALUATIONS .....50**

**16. PERSONNEL FILES .....50**

**17. TRAVEL AND SUBSISTENCE .....52**

**18. NON-DISCLOSURE, CONFIDENTIALITY, HIPPA .....54**

|  |           |
|--|-----------|
| <b>19. ACKNOWLEDGEMENT OF RECEIPT OF PERSONNEL MANUAL.....</b> | <b>54</b> |
| <b>APPENDIX A.....</b>   | <b>55</b> |
| <b>APPENDIX B.....</b>   | <b>56</b> |
| <b>APPENDIX C.....</b>   | <b>57</b> |
| <b>APPENDIX D.....</b>   | <b>58</b> |
| <b>APPENDIX E.....</b>   | <b>62</b> |

## **1. GENERAL POLICIES**

### **1.1 AUTHORITY**

These policies are established by the District's Board, and any deletions, amendments, revisions, or additions to the policies must be approved by the District's Board.

These policies completely replace and supersede any and all personnel policies previously adopted, individually or as a set of policies, by the District's Board.

### **1.2 SEVERABILITY**

The provisions of these policies are severable, and if any provision or part of a provision is held invalid, illegal, or unenforceable, this will not affect the validity of the remaining provisions or parts of provisions, which will remain in force and effect.

Responsibility for personnel functions in the District is divided among District offices as follows:

- District's Board oversees general personnel policies;
- The Personnel and Equal Employment Opportunity Officer (i.e., Administrator) is responsible for the distribution and maintenance of these policies;
- The Administrator, with oversight by the District's Personnel Committee, maintains the official personnel records pertaining to time and attendance, payroll, resignations, and unemployment;
- Funds approved in District's budget may not be expended in violation of these policies.

### **1.3 PURPOSE**

These policies set forth the primary rules governing employment with the District. The policies contained here inform employees of the benefits and obligations of employment with the District. They have been prepared and adopted in order to promote consistent, equitable, and effective practices by both employees, the District, which will result in high quality public service to the citizens of the District.

### **1.4 APPLICABILITY OF PERSONNEL POLICIES**

These personnel policies apply equally to all employees of the District unless a class of employees is specifically exempted by law or the terms of these policies.

In cases where federal or state laws or regulations supersede local policy for specific groups of employees, such laws or regulations will substitute for these personnel policies only insofar as necessary for compliance.

### **1.5 EMPLOYMENT-AT-WILL**

The District operates under the legal doctrine of "employment-at-will" and, within requirements of

state and federal law regarding employment, can dismiss an employee at any time, with or without notice, for any reason or no reason. Every effort will be made to ensure that employee dismissals are not made in an arbitrary and capricious manner; however, these personnel policies do not constitute or imply a contract, agreement, promise, or guarantee of employment or any continued employment.

## **1.6 DISSEMINATION OF PERSONNEL POLICIES**

The Administrator maintains the official set of the personnel policies with all revisions for reference by employees. In addition, the Administrator will provide a complete copy of this manual and copies of all subsequent revisions to and will notify employees of policy changes; and will make the updated manual available to employees. If a question arises about a policy, the official set of policies should be consulted and will control.

The Administrator will provide a copy of the personnel policies to new employees on their first day of employment. Employees are required to read this manual carefully and to adhere to the rules and regulations stated herein. Within two (2) weeks of employment, every employee is required to sign an acknowledgement of having read the Personnel Policies Manual and understood the policies contained in it.

## **1.7 EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of the District to prohibit discrimination against any person in job structuring, recruitment, examination, selection, appointment, placement, training, upward mobility, discipline, or any other aspect of personnel administration based on race, age, gender, religion, color, disability or national origin. Personnel decisions will be made on the basis of occupational qualifications and job-related factors such as skill, knowledge, education, experience, and ability to perform a specific job.

An employee will not engage in conduct at work which involves the use of racial or ethnic joking or derogatory remarks. Reports of such conduct will be investigated, and necessary corrective action will be taken.

Retaliation or discrimination against an employee for alleging discrimination on any of the bases covered in this chapter is prohibited.

*(Legal reference: U.S. Civil Rights Acts of 1871 and 1964, as amended; V.T.C.A. Civil Practices and Remedies Code, Chapter 106; Texas Commission on Human Rights Act, V.T.C.S. Article 5221K; U.S. Age Discrimination in Employment Act of 1967, as amended; U.S. Rehabilitation Act of 1973, as amended; U.S. Americans with Disabilities Act of 1990; U.S. Executive Order 11246; U.S. Equal Pay Act; Texas V.T.C.A. Health and Safety Code, Chapters 591 - 596.)*

## **1.8 SEXUAL HARASSMENT**

It is the policy of the District to provide and maintain a work environment which is free of sexual harassment, sexual exploitation, and intimidation. All employees, elected officials, or outside personnel paid by the District, such as attorneys, accountants, auditors, etc., are expected to comply with this policy; failure to do so will result in disciplinary action up to and including termination.

In this section, “*Sexual Harassment*” means:

- Unwelcome sexual advances or requests for sexual favors which limit or place a condition on a person’s enjoyment of any right, privilege, or immunity; or
- Any other conduct of a verbal or physical nature which limit or place a condition on a person’s exercise or enjoyment of any right, privilege, or immunity.

Any employee who believes he or she has been subjected to sexual harassment should file a grievance under the special provision of the District’s grievance procedure. *See Grievances* applicable to grievances based on alleged sexual harassment. The grievance policy allows an employee who has a grievance based on sexual harassment to bring this grievance directly to the District Administrator or the Personnel Committee if the Administrator is the source of the grievance. Retaliation or discrimination against an employee for alleging sexual harassment is prohibited.

*(Legal reference: Title VII of the U.S. Civil Rights Act, Section 703, as interpreted by EEOC: Sex Discrimination Guidelines, Section 1604.11; Meritor Savings Bank v. Vinson, U.S. Supreme Court, 1986.)*

## **1.9 PERSONS WITH DISABILITIES**

It is the policy of the District to make its employment application process, employee activities, working environment, employee benefits, employee training, and employee advancement process accessible to disabled persons and to make reasonable accommodations to a qualified individual with a disability who is an applicant or employee unless that accommodation will place an undue hardship on District operations.

## **1.10 SMOKING**

Smoking is not prohibited within District facilities.

## **1.11 CHANGES TO THESE POLICIES AND EMPLOYEE SUGGESTIONS**

These personnel policies may be amended or revised, or new policies may be added, at any time, with or without notice, upon the approval of the District’s Board based on the recommendation of the District’s Personnel Committee. In addition, the Administrator may conduct an annual review of the policies contained in this manual as part of the budget process and submit any necessary or recommended changes to the District’s Board for approval prior to the beginning of the new fiscal year.

Employees are encouraged to make constructive suggestions for improvements in these policies or in work procedures or conditions. Any employee who wishes to suggest a personnel policy change should submit his or her suggestion(s) to the Administrator who will forward the Personnel Committee for consideration, where appropriate, along with the rationale for making the change. Employees are responsible for maintaining current knowledge and understanding of all personnel policy changes and for requesting clarification or assistance when needed.

## **2. EMPLOYEE RESPONSIBILITIES**

### **2.1 GENERAL**

The District is a public, tax-supported organization. Its employees must adhere to high standards of public service that emphasize professionalism, good judgment, courtesy, and avoidance of even the appearance of illegal or unethical conduct at all times. Employees are required to give a full day's work, to carry out efficiently the work items assigned as their responsibility, to maintain honest conduct, and to do their parts in maintaining good relationships with the public, the Administrator, District's Board, and fellow employees.

### **2.2 PROFESSIONAL APPEARANCE**

Employees of the District are hired to provide services to the District's citizens and to perform specific tasks in a professional manner. As representatives of the District, employees are encouraged to set and meet high standards both in performing quality work and in presenting a professional personal image to the public. While the District does not have a formal dress code, employees are expected to exercise regular hygiene care and to dress and groom themselves in a neat and tasteful manner which is appropriate to the particular job being performed. Expensive clothes are not necessary, but a neat, well-groomed appearance and a courteous attitude are necessary in creating and maintaining a professional, favorable image of the District's work force.

### **2.3 TIMELINESS AND ATTENDANCE**

Employees are to be punctual in reporting for work, keeping appointments, and meeting schedules for completion of work.

An employee who expects to be late for or absent from work must report the expected tardiness or absence to the Administrator not later than one-half (1/2) hour after the time the employee is scheduled to begin work, as a general rule, unless emergency conditions exist. The Administrator may require a different reporting schedule if it would work better for the particular employee's position. *See* also the **Leave Time** chapter of these policies for matters involving planned absences.

Failure to report within the required period can be considered justification for disallowing paid health leave for an absence. Unless otherwise approved by the Administrator, employees are expected to call on each day of absence. Where the nature of the absence necessitates an extended period of time off, longer reporting intervals may be approved by the Administrator.

Tardiness and unscheduled absenteeism are disruptive of operations and detrimental to productivity and employee morale. Frequent tardiness and frequent unexcused, unscheduled, or unapproved absences are considered excessive and are not permissible. Absenteeism or tardiness that is unexcused or excessive in the judgment of the District is grounds for disciplinary action up to and including termination of employment. Excessive absenteeism is determined when an employee does not have available unused sick leave, vacation, or other paid leave and has not been approved for leave without pay or when an employee has available paid leave but does not comply with the requirements of scheduling the leave in advance.

## **2.4 OUTSIDE ACTIVITIES**

Employees may not engage in any outside employment, activity, or enterprise determined by the District's Board: (1) to be inconsistent or incompatible with employment with the District; or (2) to affect the employee's job performance adversely.

The District's Board, at their discretion, may require that employees notify the Administrator or Board prior to the employee's acceptance of any outside employment, including self-employment.

The District accepts no liability for any action, failure to act, injury to self or others, property damage, or any other damage resulting from outside employment by a District employee.

## **2.5 GIFTS AND GRATUITIES**

A District officer or employee may not accept any gift or free service that might tend to influence his or her official actions or impair his or her independence of judgment in performance of duties for the District. *See Conflict of Interest* section below.

## **2.6 CONFLICT OF INTEREST**

### **1. District Elected Officials**

A member of the District's Board and certain other District officials will not participate in a vote or decision affecting a business or real estate in which the member or official has a substantial interest. The details of this prohibition are set out in the District's "Conflict of Interest Policy for Members of the District's Board and Certain other District Officials."

### **2. District Employees**

An employee may not: (1) solicit or accept or agree to accept a financial benefit, other than from the District, that might reasonably tend to influence his or her performance of duties for the District or that he or she knows or should know is offered with intent to influence the employee's performance; (2) accept employment or compensation that might reasonably induce him or her to disclose confidential information acquired in the performance of official duties; (3) accept outside employment or compensation that might reasonably tend to impair independence of judgment in performance of duties for the District; (4) make any personal investment that might reasonably be expected to create a substantial conflict between the

employee's private interest and duties for the District; or (5) solicit or accept or agree to accept a financial benefit from another person in exchange for having performed duties as a District employee in favor of that person.

*(Legal reference: V.T.C.A., Local Government Code, Chapter 171.)*

## **2.7 POLITICAL ACTIVITY**

Employees of the District are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies. District employees are not required to contribute to any political fund or render any political service to any person or party. No employee will be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. An employee may not:

- Use his or her official authority or influence to interfere with or affect the result of an election or nomination for office; or
- Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose.

District employees, except elected officials, may not participate in political activities while on District duty. Employees are expected to remove District uniforms before participating in a political activity. In addition, no District-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity.

Any District employee who is subject to the provisions of the federal Hatch Act may not be a candidate for elective office in a partisan election a partisan election is an election in which candidates are to be nominated or elected to represent a party whose candidates for presidential electors received votes in the last preceding election at which presidential electors were selected). District employees are subject to this additional Hatch Act restriction if their principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the federal government.

An employee's political activity which is not in violation of this section will not be considered in determining his or her compensation, eligibility for promotion or demotion, work assignment, leave or travel request, or in applying any other employment practices to the employee.

*(Legal reference: U.S. Hatch Act of 1940, as amended)*

## **2.8 CHAIN OF COMMAND**

Individual District employees are responsible to the Administrator. For personnel matters, the Administrator is responsible to the District's Personnel Committee who is to provide advice and



recommendations to the District's Board who is responsible to District voters. Directions regarding work to be done, expected results, the adequacy of work performance, and grievances will follow the chain of command.

## **2.9 WORKPLACE FACILITIES/CHILDREN**

While at the District's offices or while performing work on behalf of the District, Employees are expected to be professional and attentive to work. Therefore, it is the Board's policy that children of employees are to be excluded from the workplace or work activities.

## **2.10 COMMUNICATIONS**

From time to time, an employee may be given directions from persons other than from the Administrator or the District's Board. In such cases, it is the employee's responsibility to notify the Administrator about the direction, its purpose, and the relevant facts of the situation. Failure to do so in a timely manner may result in disciplinary action.

Communication with the public about District issues or problems is the responsibility of Administrator or District's Board. Employees are to refer the public to the Administrator or District's Board if a question is non-routine, controversial, or outside of the scope of the employee's normal duties.

## **2.11 COMMUNICATION EQUIPMENT**

This policy applies to the use of computers, e-mail, telephones, cellular phones, voicemail, fax machines, radios, wireless devices, and the Internet.

### **1. General Principals**

- (a) There will be occasions when an employee may use telephone or internet services for personal use. This will be acceptable; however, the General Principals, Prohibited Practices, Privacy, Unacceptable Uses of Electronic Media and Security also apply to personal use.
- (b) The District encourages employees to use electronic forms of communications to be more efficient and effective and because they are valuable sources of information for government-related work.
- (c) This policy is intended as a guideline that expresses the District philosophy. It sets forth general principles that can be used to govern the usage of District owned Electronic Equipment, Media and Services.
- (d) Electronic Equipment, Media and Services are District owned or leased:
- (e) Computers
- (f) Telephones, both cellular and wireline

- (g) Radios
- (h) E-mail services
- (i) Voicemail
- (j) Fax machines
- (k) Internet access
- (l) This policy does not take precedence over State or Federal laws or regulations.

## 2. **Prohibited Practices**

- (a) District Equipment, Media and Services must not knowingly be used for transmitting, retrieving or storing any communications which are:
  - (b) Discriminatory or harassing;
  - (c) Derogatory toward any individual or group;
  - (d) Obscene;
  - (e) Defamatory or threatening; and
  - (f) “Chain Letters”

## 3. **Privacy**

- (a) Employees have no expectation of privacy in their work-related conduct or the use of District-owned or District-provided equipment or supplies. Employees should not expect privacy in the use or content of Electronic Equipment, Media or Services.
- (b) District officials **may** routinely monitor usage patterns for voice and data communications for cost analysis, budget allocations and traffic management to the extent allowed by law.
- (c) District officials are permitted to review an employee’s electronic files, messages and usage to ensure that Electronic Equipment, Media and Services are being used in compliance with the law and this policy.
- (d) No e-mail, fax or other electronic communication shall be sent which attempts to hide the identity of the sender or represent the send as someone else.

## 4. **Unacceptable Uses of Electronic Media**

The following list is a non-exhaustive list of unacceptable uses of Electronic Equipment, Media and Services:

- (a) Use to copy, retrieve or forward copyrighted material (such as software, database files, documentation, music, etc.) unless the individual has the right to copy or distribute such material.

- (b) Attempts to penetrate (“hack”) into other systems, determine or (“crack”) logins or passwords, or otherwise breach computer or network security measures.
- (c) Development of software or programs to bypass computer security measures within the District system or in other systems accessible to the District system.
- (d) Use of computers in a manner that is like to cause network congestion or significantly hamper the ability of others to access and use the services or equipment.
- (e) Intentionally seeking access to or copies of information, files or data that is confidential under Federal, State or local law, unless specifically authorized to do so.
- (f) Use of Electronic Equipment, Media or Services that violates Federal, State or local law.
- (g) Attachment or installation of private equipment or services for the express purpose of circumventing this policy.

**5. Security**

It is the duty of each employee to secure all Electronic Equipment, Media and Services. Loss or theft of equipment should be reported to the Administrator. When possible, information should be protected by passwords that are unique, changed often and not posted visibly. Employees must not seek other passwords or exchange passwords without Administrator approval.

**6. Cell Phones**

Cell Phones Allowance Grid (*See Appendix “A”*)

**2.12 PARKING PROCEDURES**

Parking lots are available at the Winnie Community Hospital for use by employees. However, employees should not park in a parking place assigned to someone else. Vehicles parked in violation of this policy will be towed away at the owner’s expense.

**2.13 PURCHASING.**

Purchases by District employees will be made only as authorized by the Administrator or the District’s Board and will be made only after obtaining a purchase order number. Additionally, all purchases must be made in accordance with state purchasing laws as they apply to counties.

*(Legal reference: V.T.C.A., Local Government Code, Chapter 262.)*

### **3. HIRING PRACTICES**

#### **3.1 METHODS OF RECRUITMENT AND SELECTION**

The District has five (5) methods of recruiting and selecting persons to fill vacancies:

- promotion from within;
- transfer from within;
- public announcement and competitive consideration of applications for employment;
- referral from a job training program; or
- selection from a valid current eligibility list of applicants. (A valid current eligibility list is a record of applications for the same or a similar position for which recruitment was conducted within the preceding 180 days.)

The Administrator or the District's Board determines the method of selection to be used in filling each vacancy. However, the District's Board must approve funding and recruitment for a position before recruitment begins.

The District does not accept applications for employment unless a specific vacancy exists. Persons wishing to apply for a job with the District when a specific vacancy does not exist are informed as to how District job announcements are advertised and that they may file an application with the appropriate Administrator when an advertised vacancy exists for which they consider themselves to be qualified.

#### **3.2 POSITION ANNOUNCEMENTS**

The Administrator, with permission of the Personnel Committee, shall use his or her best efforts to post notice for position openings so that the public will have an opportunity to apply for the opening. In addition to non-employees, District employees are permitted to apply for positions for which they believe themselves to be qualified.

The length of time during which applications will be accepted will be determined by the Administrator and Personnel Committee in accordance with the circumstances that exist at the time.

#### **3.3 QUALIFICATIONS**

The District maintains a job (class) description which establishes the required knowledge, skills, and abilities for each staff position and the acceptable levels of experience and training for each. The job description sets forth the minimum acceptable qualifications required to fill the position.

#### **3.4 SELECTION**

The District's Board is responsible for the selection and employment of the all staff members. Once a selection is made, the administrator will keep a personnel action form listing the name of the applicant, the requested classification, beginning salary, and the effective date of employment. A

copy of the applicant's resume or application for employment will be attached to the personnel action form. The Administrator will submit a personnel action form to the District's Board for approval. When a personnel action is approved by the District, the minutes will contain the employee's name and rate of pay. The personnel action form will be placed in the employee's personnel file.

### **3.5 AGE REQUIREMENTS**

Persons under sixteen (16) years of age will not be employed in any Full-Time regular position. Persons under eighteen (18) years of age will not be hired in any hazardous occupation. Any prospective District employee under eighteen (18) years of age must have written permission (a signed Minor's Release Form) from his or her lawful parent or guardian in the District treasurer's office prior to the first day of employment.

Other age limitations will be applied only as required by state or federal law applicable to the District.

*(Legal reference: U.S. Fair Labor Standards Act of 1938, as amended.)*

*(Legal reference: U.S. Age Discrimination in Employment Act of 1967, as amended.)*

### **3.6 APPLICATION FOR EMPLOYMENT**

When a specific vacancy exists, each person desiring employment with the District may obtain an application for employment from the District's Administrator and the completed application should be returned to the Administrator. To be valid, an application must be made on the District's official application form. Each employment application must be retained by the District for two (2) years after receipt of the application.

*(Legal reference: 29 Code of Federal Regulations 1602).*

It is the responsibility of the Administrator, at the direction of the District's Board, to make appropriate checks to verify education, experience, character, and required certificates and skills of an applicant prior to appointment. In the case of applicants for positions with the District which require driving a vehicle, the District's Administrator must check the prospective employee's driving record prior to offering the applicant employment with the District.

### **3.7 EMPLOYMENT OF RELATIVES (NEPOTISM)**

Nepotism is the showing of favoritism toward a relative. The practice of nepotism in hiring personnel or awarding contracts is forbidden by the District.

No person may be hired who is related within the second degree by affinity (marriage) or within the third degree by consanguinity (blood) to any member of the District's Board or to the administrator. (Prohibited degrees of relationship are defined in the charts on the following page.) **See Appendix "B"**. No person may continue in District employment who is related in one (1) of the prohibited degrees unless the employee has been employed continuously by the District:

- ~~for~~For a period of at least thirty (30) days, before the officer or member is appointed;
- ~~at~~At least six (6) months, if the officer or member is elected at an election other than the general election for state and District officers; or
- At least one (1) year, if the officer or member is elected at the general election for state and District officers.

*(Legal reference: V.T.C.S. Article 5996a, as amended.)*

In addition, no personnel action will be taken that would result in any employee’s supervising another employee who is related within the second degree of affinity or the third degree of consanguinity to the supervisory employee.

### 3.8 TESTING

Except for drug and psychological tests for law enforcement officers and any other tests that may be required by state law, the only performance tests administered for employment or promotion will be specifically job-related (“piece-of-the-job”) tests (e.g., typing, operating a computer, operating, tabulating columns of numbers, writing samples).

### 3.9 BACKGROUND CHECK

Background checks will be conducted on all final candidates and on all employees who are promoted, as deemed necessary. Background checks will include:

- Social Security Verification: Validates the applicant's Social Security number, date of birth and former addresses.
- Prior Employment Verification: Confirms applicant's employment with the listed companies, including dates of employment, position held and additional information available pertaining to performance rating, reason for departure and eligibility for rehire. This verification will be run on the past two employers or the previous five years, whichever comes first.
- Personal and Professional References: Calls will be placed to individuals listed as references by the applicant.
- Educational Verification: Confirms the applicant's claimed educational institution, including the years attended and the degree/diploma received.
- Criminal History: Includes review of criminal convictions and probation. The following factors will be considered for applicants with a criminal history:
  - The nature of the crime and its relationship to the position;
  - The time since the conviction;
  - The number (if more than one) of convictions; and

- Whether hiring, transferring or promoting the applicant would pose an unreasonable risk to the business, its employees or its customers and vendors.
- The following additional background searches will be required if applicable to the position:
  - Motor Vehicle Records: Provides a report on an applicant's driving history in the state requested. This search will be run when driving is an essential requirement of the position.
  - Credit History: Confirms candidate's credit history. This search will be run for positions that involve management of District's funds and/or handling of cash or credit cards.

### **3.93.10 PHYSICAL STANDARDS**

Knowledge of physical conditions and existing health problems of employees is necessary to avoid occupational injuries and to ensure that it will be possible to differentiate any future job-related injuries from existing medical problems. A prospective employee may be required to complete a physical examination and a drug test after a conditional offer of employment has been made and prior to employment and will not be placed on the District payroll until he or she has successfully completed the physical exam and drug test. In each instance, the examining doctor will be provided a copy of the appropriate job description and will be required to certify that the prospective employee is physically able to perform the essential duties of the job. Back x-rays are required for persons who will perform physical labor.

In addition to the physical examination and drug test required by the District for all prospective employees, prospective employees for law enforcement officer positions must be examined by a licensed psychologist or psychiatrist and be declared in writing by the psychologist or psychiatrist to be in satisfactory psychological and emotional health.

*(Legal reference: V.T.C.A., Government Code, Section 415.057.)*

Required examinations will be made by a physician and psychologist or psychiatrist of the District's choice and will be paid for by the District. The District is entitled to deduct from an employee's last paycheck the cost of the employee's physical exam, drug test, psychological or psychiatrist exam, notary commission (if required for employee's position with District), uniforms and training, if the employee resigns from their position within six (6) months, from their date of hire. Upon being given a conditional job offer, a job applicant is required to sign an authorization for the deduction from wages the cost of the employee's physical exam, drug test, psychological or psychiatrist exam, notary commission (if required for employee's position with District), uniforms and training, if the employee resigns from their position within six (6) months, from their date of hire.

All records relating to the medical condition, medical testing, or drug testing of an employee or prospective employee are maintained separately from employee personnel files. These medical files are confidential and are not released to anyone unless a "need to know" has been clearly established.

*(Legal reference: U.S. Americans with Disabilities Act of 1990.)*

### **3.103.11 VERIFICATION OF ELIGIBILITY TO WORK**

In order to comply with the Immigration Reform and Control Act of 1986, each new employee will be required to complete and sign an INS Form I-9 within three (3) days of his or her first day of employment to provide proof of his or her identity and employment eligibility.

*(Legal reference: Federal Immigration Reform and Control Act of 1986, P.L. Number 99-603.)*

### **3.113.12 DRIVING RECORD**

Every District employee who is required to drive a vehicle or operate a piece of equipment which requires a valid driver's license must maintain a safe driving record and may be required to participate in defensive driving courses at the District's request. Except as restricted by state law, the Administrator is responsible for initiation by the District of a check of a prospective employee's driving record prior to offering the applicant District employment in a capacity which requires operating a vehicle or piece of equipment.

### **3.123.13 DISQUALIFICATION**

An applicant is disqualified from employment by the District if he or she:

- does not meet the minimum qualifications for performance of the duties of the position involved;
- knowingly has made a false statement on the application form;
- has committed fraud during the selection process;
- is not legally permitted to hold the position;
- has offered or attempted to offer money, service, or any other thing of value to secure an advantage in the selection process;
- does not meet physical requirements as a result of the required physical examination;
- has not provided proof of citizenship or legal work status in the United States within the first three (3) days of employment;
- have previously failed an alcohol/drug test while employed by the District; or
- has refused to consent to an alcohol/drug test while employed by District.

*(Legal reference: Federal Immigration Reform and Control Act of 1986, as amended.)*

### **3.133.14 PRIOR SERVICE WITH THE DISTRICT**

Employees entering service with the District who have had prior service with the District may be considered for appointment above the customary entry salary level. Employees rehired to fill Full-



Time positions with the District will not receive credit for their prior length of service as Full-Time employees for longevity pay purposes. A break in continuous service with the District also forfeits vacation and health leave benefits accrued prior to the break.

### **3.143.15 PLACEMENT ON DISTRICT PAYROLL**

New employees must fill out employment forms before or during their first day of employment. The District's Administrator must provide the necessary paperwork to the District treasurer prior to the new employee being placed on the payroll.

### **3.153.16 TEMPORARY/EMERGENCY EMPLOYEES**

Before the Administrator or District's Board may hire a temporary or emergency employee, the District's budget must contain a line item, authorized by the District's Board, for payment of temporary or emergency employees' salaries. There also must be sufficient funds available in that line item to cover the incoming employee's salary for the specified temporary period of employment.

If the District's does not contain a line item for temporary or emergency employee salaries, the Administrator must first obtain authorization from the District's Board each time prior to hiring any temporary or emergency employee(s).

Under no circumstances will the District issue a paycheck to a temporary or emergency employee if all of these conditions are not met.

### **3.163.17 ORIENTATION AND TRAINING**

The Administrator provides a general orientation for new employees about employment with the District. It is the responsibility of the Administrator to include in the orientation information about the structure, functions, and services of all offices of District government. The Administrator will schedule an appropriate opportunity for each new employee to meet with the District's Board.

During this orientation, employees are shown the Personnel Policies Manual, are required to read it within two (2) weeks, are informed of its continued availability to them and the reference locations and are given information about District benefits programs.

Before an individual begins performing his or her actual duties, he or she normally will be given a brief orientation conducted by the District's Administrator for whom he or she will be working or by that person's designated representative. The purpose of the session is to enable a new employee to understand his or her job better and its relationship to the overall operation of District government.

Training an employee is the responsibility of the District's Administrator. Whenever possible, employees receive on-the-job training under close supervision.

## **4. TYPES OF EMPLOYMENT**

#### 4.1 CATEGORIES OF EMPLOYMENT

There are three (3) categories of employment with the District:

1. **Full-Time**

A Full-Time employee is anyone hired into a position that is scheduled to work 2080 hours per year. Full-Time employees may be either hourly or salaried and receives benefits as listed in Section 7 Benefits.

2. **Regular Part-Time**

A ~~regular~~Regular Part-Time employee is anyone hired into a position that is scheduled to work up to 1664 hours per year. Regular Part-Time employees are not entitled to Benefits or PTO.

#### 4.2 EXEMPT AND NON-EXEMPT EMPLOYEES

In addition to the above categories, each employee will belong to one other employment classification. Each employee is designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws.

1. **Non-Exempt**

Employees are entitled to overtime pay under the specific provisions of federal and state laws. This category includes clerical and non-attorney staff members with no supervisory responsibilities.

2. **Exempt**

Employees are excluded from specific provisions of federal and state wage and hour laws. Exempt employees are attorneys, salaried administrative positions, and those with supervisory duties.

It is the intent of District to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These employment categories do not constitute a contract of employment but exist only for the determination of employment status and benefit eligibility while employed with District. The District reserves the right to alter these classifications in keeping with applicable state and federal employment laws.

### **4.3 INTRODUCTORY PERIOD**

All new Full-Time employees and Regular Part-Time employees serve a 90-calendar-day introductory period. In the event that the employee is terminated or resigns during the introductory period, he or she will not be paid for any accumulated leave. After 90 days, if a Full-Time employee is retained, it is the intention of the Board that Full-Time Employee to have all of the rights and benefits set forth in this policy and a Regular Part-Time employee shall be paid for **Holidays**.

### **4.4 ASSIGNED STAFF**

Staff who are assigned to the District but are paid directly by another government or private organization are not employees of the District. These employees' benefits are specified in the contract for services. As a condition of their assignment, such staff are governed by all terms of these policies not in conflict with their contract for services.

## **5. EMPLOYEE COMPENSATION AND ADVANCEMENT**

### **5.1 PAY**

Pay rates for employees who are paid from District funds are set each year by the District's Board and adopted District operating budget. Rules governing salary administration and pay increases are also established by the District's Board.

*(Legal reference: V.T.C.A., Local Government Code, Chapter 152.)*

### **5.2 PAYDAYS**

The pay period for the District is monthly: for full time employees and bi-weekly for part time employees. Checks are issued the last business day of the month. If the last business day of the month is a holiday or weekend, checks are issued on the last working day.

### **5.3 CHECK DELIVERY**

Paychecks will not be issued other than on the days set out above.

The District treasurer and/or the Administrator is responsible for the proper distribution of paychecks. Checks may be released only to the individual employee

No salary advances or loans against future salary will be made to any employee for any reason.

*(Legal reference: Texas Constitution, Article III, Sections 51, 52, and 53.)*

An employee must bring any discrepancy in a paycheck (such as overpayment, underpayment, or incorrect payroll deductions) to the attention of the District treasurer.

### **5.4 PAYROLL DEDUCTIONS**

Any deductions must be approved and authorized by the District's Board. Deductions **will** be made from each employee's pay for the following:

1. federal social security; Federal income taxes;
2. court-ordered child support;
3. Texas District and District Retirement System contributions (for Full-Time and Regular Part-Time employees);
4. any other deductions required by law;
5. in accordance with policies and general procedures approved by the District's Board, deductions from an employee's pay **may** be authorized by the Employee for:
  - (a) The portion not paid by the District of group health/medical or dental premiums for the employee or dependents;
  - (b) Supplemental deferred compensation;
  - (c) U.S. Savings Bonds; and
  - (d) Such other deductions as may be authorized by the District's Board.

If there is a change in the employee's family status, address, or other factor affecting his or her payroll withholding or benefits status, the employee is responsible for obtaining, completing, and returning to the District treasurer the appropriate forms for communicating these changes.

## **5.5 PERFORMANCE-BASED INCREASES**

In any year in which the District's Board sets aside funds for performance-based increases, those increases, based on a percentage of the employee's current salary, may be granted for exceptionally good and consistent performance in the same position. Performance-based increases are not used to recognize increased duties and responsibilities (a promotion) and are granted without regard to cost-of-living factors or longevity. Such increases recognize outstanding performance and thus are granted only in conjunction with the Administrator's recommendation and a performance evaluation of the employee.

## **5.6 ACROSS-THE-BOARD PAY INCREASES**

During budget deliberations for the forthcoming year, the District's Board may authorize an across-the-board pay increase. If an across-the-board or cost-of-living pay increase is approved, the increase will be in the form of a percentage rather than a flat dollar amount. When this is done, each salary amount on the pay schedule and each individual employee's salary are adjusted by the authorized percentage increase, unless a specific employee's salary has been frozen as a result of a determination that the employee is being paid beyond the maximum salary established for the position.

## **5.7 CLASSIFICATION PLAN**

The District maintains a classification plan which assigns each class of positions to a pay group based on the principle of equity among positions requiring similar knowledge, skills, and abilities and having similar levels of responsibility.

## **5.8 PAY PLAN**

Pay ranges for each group are established by a pay plan which is approved by the District's Board.

## **5.9 CLASSIFICATION AND PAY ADMINISTRATION**

In determining an employee's starting salary, the following factors will be considered:

- The applicant's knowledge, experience, and education as they compare to the minimum qualifications for the job;
- The applicant's previous salary;
- If the employee is a re-hired employee of the District, the previous salary he or she earned prior to leaving employment as well as additional experience and knowledge gained; and
- Any unusual external market factors affecting the job.

## **5.10 PROMOTIONS**

A promotion is a change in the duty assignment of an employee which results in advancement to a higher position requiring higher qualifications and involving greater responsibility. A promoted employee will always receive a pay increase of at least the amount of difference from one (1) pay group to the next (approximately 10 percent).

Promotions are approved by the District's Board within the staffing pattern and budget limits authorized and approved by the District's Board.

Upon promotion, an employee serves an introductory period of 90 days in the new position and may be returned to a lower position at any time during the introductory period if performance is inadequate.

## **5.11 LATERAL TRANSFERS**

A lateral transfer is the movement of an employee between positions in the same pay group within the District. Lateral transfers are subject to a 90-day introductory period. Lateral transfers may be requested by the employee or the Administrator or the District Board, but all lateral transfers must be approved by the District's Board. An employee will not receive a pay reduction when making a lateral transfer provided that the employee's current salary is within the range approved by the District's Board for the transfer position. An employee who makes a lateral transfer will retain the same effective employment date and all accrued Paid Time Off leave.

## **5.12 DEMOTIONS**

A demotion is a change in duty assignment of an employee to a lower paid position. Demotions may be made for the purpose of voluntary assumption of a less responsible position; as a result of a reclassification of the employee's position; or as a disciplinary measure, because of unsatisfactory performance in a higher position. Disciplinary demotions always involve a decrease in pay.

## **5.13 PAY REDUCTION FOR DISCIPLINARY REASONS**

An employee's pay for continued performance in the same position may be reduced, as a disciplinary measure, to a lower rate. The period covered by this type of disciplinary action may not exceed 60 days. See the chapter of these policies on **Discipline** for information about suspension with or without pay for disciplinary reasons.

## **5.14 APPROVING AUTHORITY**

The District's Board is the approving authority for all payrolls and payroll transfers granted under the terms of: (1) these policies, (2) the classification and pay plans, and (3) the annual budget. The appropriate Administrator shall recommend performance-based pay increases provided that funds have been specifically set aside for that purpose by the District's Board, but the Board shall approve all such increases. Any performance-based increases recommended by the Administrator must be consistent with: (1) these policies, and (2) the annual budget.

# **6. WORK SCHEDULE AND TIME REPORTING**

## **6.1 WORK HOURS**

Normal working hours for most District employees are Monday through Friday, 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch, for a total of 40 hours per workweek. Morning and afternoon breaks of 15 minutes each may be authorized by the Administrator or Personnel Committee, but, if authorized, this time does not accumulate if not taken, and this time cannot be used to alter an employee's work hours.

The District's Board encourages that offices remain open during the noon hour to serve the public better. Some employees may have their lunch hours staggered so that the District can provide this service.

Employees are expected to report punctually for duty at the beginning of each assigned workday and to work the full work schedule established.

*(Legal reference: U.S. FLSA of 1938, as amended; Garcia v. S.A.M.T.A., U.S. Supreme Court, 1985; U.S. Equal Pay Act of 1963.)*

## 6.2 NUMBER OF HOURS WORKED

The District's Board determines the number of hours worked by an employee for the compensation to be received subject to laws governing pay and working hours and to the provisions of the District's budget.

## 6.3 OFFICIAL WORK PERIOD

The official work period for District employees is a seven (7) day workweek beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight on the following Saturday.

*(Legal reference: U.S. FLSA of 1938, as amended.)*

## 6.4 COMPENSATION TIME AND OVERTIME COMPENSATION

Each District job description shall designate whether persons hired are Exempt from or covered by Non-Exempt the overtime provisions of FLSA.

*(Legal reference: U.S. FLSA of 1938, as amended.)*

### 1. COMPENSATORY TIME (Exempt Employees)

- (a) Compensatory Time will be given to ~~Exempt~~Exempt employees even though Exempt employees are not subject to the Overtime and/or Compensatory Time provisions of the Fair Labor Standards Act (FLSA) and are expected to render necessary and reasonable overtime services with no additional compensation. The salaries of these positions are established with this condition in mind.
- (b) Compensatory Time is for Exempt personnel granted only in an emergency or with prior written approval from District's Board. If an Exempt employee is authorized by the District's Board to work more than forty (40) hours in a workweek, the employee will be allowed to accumulate Compensatory Time off on an hour for hour basis after working forty (40) hours in a workweek.
- (c) In computing the forty (40) hour workweek for Compensator Time purposes, only actual hours worked will be counted. Time taken off work on paid or unpaid leave, including personal, sick, or military leave, vacation, time off without pay, jury duty, or other absences from work, whether approved or unapproved, outside school environment days, and days canceled due to inclement weather (snow days) will not be counted as hours worked.
- (d) Exempt employees may carry two (2) weeks (80 hours) of Compensatory over from one (1) calendar year to the next. Any additional time is on a "use or lose" basis.
- (e) Compensatory Time will be paid on an hour for hour basis. For example, if an Exempt employee works forty-five (45) hours in a week, the employee will receive five (5) hours of Compensatory Time.
- (f) Exempt employees claiming Compensatory Time must execute a Regular Duty Time Sheet

at the end of the week the Compensatory Time was claimed. (See **Appendix “C”**). The executed time sheet must then be executed by the Exempt employees’ supervisor and submitted to the District’s CPA.

- (g) Upon separation of employment, employees will be not get paid for any unused Compensatory Time that has been accumulated.
- (h) Exempt employees are encouraged to use their Compensatory Time before utilizing their Paid Time Off leave. Employees engaged in recreational, seasonal activities which do not operate for more than seven (7) months in any calendar year and meet the other statutory prerequisites are Exempted from the minimum wage and overtime provisions of the Fair Labor Standards Act as recreational, seasonal employees.

## **2. OVERTIME COMPENSATION (Non-Exempt Employees)**

- (a) The policy of the District is to pay overtime for Non-exempt overtime only in cases of emergencies or when specifically authorized by the District’s Board. Non-Exempt employees are compensated for overtime by being paid at the rate of one and one-half (1 1/2) times the employee’s regular hourly rate if specifically authorized by order of the District’s. Overtime begins to accrue with the forty-first (41<sup>st</sup>) hour worked during the forty (40) hour workweek.
- (b) Employees may be required in emergencies to provide services in addition to normal hours or on weekends or Holidays. During a disaster, and upon approval by the District’s Administrator.
- (c) In computing the forty (40) hour workweek for Overtime purposes, only actual hours worked will be counted. Time taken off work on paid or unpaid leave, including personal, sick, or military leave, vacation, time off without pay, jury duty, or other absences from work, whether approved or unapproved, outside school environment days, and days canceled due to inclement weather (snow days) will not be counted as hours worked.
- (d) All overtime services by employees covered under FLSA must be authorized in advance by the Administrator.

## **6.5 TIME REPORTING**

Employees will keep records of all hours worked and released time taken and, where appropriate, hours credited to particular projects. Forms for this purpose are provided by the Administrator.

Time records must be signed by the employee and by the Administrator. It is recommended that these forms be filled out after each day’s work in order to maintain an accurate and comprehensive record of the actual time spent on particular projects.

The District’s Board is responsible for ensuring that all hours worked and leave time taken are



reported on the time sheets sent to the District treasurer for payroll purposes.

## 7. BENEFITS

### 7.1 MEDICAL, PRESCRIPTION, DENTAL, LIFE, VISION AND LONG-TERM DISABILITY INSURANCE

Reserved

### 7.2 RETIREMENT

Reserved

### 7.3 SOCIAL SECURITY

All employees of the District are covered by social security. The District contributes to the social security system on behalf of each employee.

### 7.4 WORKERS' COMPENSATION

All employees of the District are covered by the workers' compensation insurance program, and the District pays the premium. This coverage provides medical and salary continuation payments to employees who receive bona fide, on-the-job, work-related injuries. Detailed information about workers' compensation benefits is found in the sections of this manual under the main heading **Health and Safety**.

*(Legal reference: Article 8306-8309, esp. 8308 et seq, V.T.C.S.)*

### 7.5 UNEMPLOYMENT INSURANCE

All employees of the District are covered under the Texas Unemployment Compensation Insurance program, and the District pays for this benefit. This program provides payments for unemployed workers in certain circumstances.

*(Legal reference: Article 5221b, V.T.C.S.)*

### 7.6 LEAVE TIME

Full-Time District employees are eligible for Holidays, Paid Time Off Leave, and other types of released time under certain circumstances. Detailed information about leave and other types of released time is found in the sections of this manual under the main headings **Leave Time** and **Holidays**.

## 8. LEAVE TIME

### 8.1 DEFINITIONS

#### 1. Leave Time

Leave time is time during normal working hours in which an employee does not engage in the performance of job duties. Leave time may be either paid or unpaid and is calculated hour for hour on a full day.

#### 2. Holidays

Holidays are days designated by the District's Board when District offices are closed on what otherwise would be regular business days.

#### 3. Paid Time Off ("PTO")

PTO is leave time for sick leave or vacation leave in which the employee is compensated based on years worked and PTO hours accrued.

#### 4. Unauthorized Absence

An unauthorized absence is one in which the employee is absent from regular duty without permission of the Administrator. Employees are not paid for unauthorized absences.

### 8.2 PAID TIME OFF

Full-Time employees who have completed ninety (90) days of continuous employment are entitled to begin accruing paid time off (PTO) at the rate of ten (10) days per year.

PTO is earned over a twelve (12) month period (i.e., 1/12 each month or 6.6 hours per month if ten (10) days per year). Accruals are added on the last day of the month. Employees may carry one-week (40 hours) of PTO over from one (1) calendar year to the next. Any additional time is on a "use or lose" basis.

Employees will be allowed to accumulate three (3) weeks (120 hours) of PTO.

The amount of paid time off employees receives each year increases with the length of their employment as shown in the following schedule.

#### PTO SCHEDULE

| YEARS OF ELIGIBLE SERVICE<br>EACH YEAR | PTO DAYS |
|--|----------|
| After 1 year                           | 10 days  |
| After 5 years                          | 15 days  |

The length of eligible service is calculated on the basis of a "benefit year." This is the twelve (12) month

period that begins with the employee's hire date. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. *See Military Leave.*

Paid time off can be used in minimum increments of one-half (1/2) hour. To take PTO, employees should request advance approval from the Office Manager and should make every effort to coordinate the PTO with the needs of the firm. Requests will be reviewed based on a number of factors, including business needs, seniority and staffing requirements. When necessary, the firm reserves the right to set the times when PTO may and may not be taken.

The paid time off benefit package is not contractual in nature and District reserves the right to alter or rescind these benefits at any time at its sole discretion.

### **8.3 PTO FOR SICK LEAVE**

Sick leave benefits are included in Paid Time Off benefit (see Section 303).

Employees who are unable to report to work due to illness or injury should notify the Administrator before the scheduled start of their workday if possible. The Administrator must also be contacted on each additional day of absence.

Before returning to work from a sick leave absence of five (5) calendar days or more, an employee must provide a physician's verification that he or she may safely return to work.

### **8.4 APPROVAL OF LEAVE**

All leave taken by District employees must be approved by the Administrator and the Administrator must give the District's Board notice of any intentions he or she have to take leave. Copies of signed leave forms are kept by the District's Administrator for recording on the central leave records. District payroll records are verified against these leave records.

The Administrator is responsible for determining that leave has been accrued and is available for use in the amounts requested by an employee. In addition, they are responsible for ensuring that all PTO leave usage is recorded on the time sheet sent to the District treasurer for payroll purposes.

### **8.5 ACCUMULATION AND CARRYOVER OF PTO LEAVE**

Employees may carry one-week (40 hours) of PTO over from one (1) calendar year to the next. Any additional time is on a "use or lose" basis.

### **8.6 PAYMENT FOR UNUSED PTO LEAVE**

In addition to being able to carry over one-week or (40 hours) of PTO leave, employees can make a request to the District's Personnel Committee in December of each year to be paid for up to five days (or 40 hours) of PTO leave.

## **8.7 PAYMENT FOR UNUSED PTO LEAVE UPON SEPARATION**

Furthermore, upon separation of employment, employees will be paid for the PTO earned over a twelve (12) month period starting on January 1st of each year as well as employee's accumulated PTO.

## **8.8 SCHEDULING PTO**

The Administrator should encourage their employees to schedule PTO used for vacations and request leave well in advance, and PTO for vacations must accommodate the District's work schedule. Provided workloads will permit, employees should be allowed to select their desired vacation periods. If there is a conflict in PTO schedules involving two (2) or more employees, employees are granted their preference on a "first come, first served" basis. If two (2) requests are received at approximately the same time and cover the same requested PTO for vacation period, the employees will be granted their preference in accordance with their seniority. If the desired leave schedules conflict with District requirements, the District's requirements are given first consideration.

An employee may take earned PTO leave in increments of one (1) or more hours.

The Administrator must maintain PTO leave records for their employees and must report such leave to the District's Personnel Committee.

## **8.9 MILITARY LEAVE**

Employees who are members of the State Military Forces or members of any of the Reserve Components of the Armed Forces of the United States are entitled to leave of absence from their duties, without loss of time or efficiency rating, PTO time, or salary on all days during which they are engaged in authorized training or duty ordered by proper authority, not to exceed 15 days in any one (1) calendar year. Employees will continue to receive pay from the District. Requests for approval of military leave must have copies of the relevant military orders attached. Military leave in excess of 15 days will be charged to PTO leave or leave without pay.

Employees who are ordered to extended active duty with the state or federal military forces are entitled to all of the reemployment rights and benefits provided by law upon their honorable release from active duty.

*(Legal reference: V.T.C.A., Government Code, Section 431.005; V.T.C.S. Article 6252-4a; 38, U.S. Code Ann., Chapter 43.)*

## **8.10 CITIZENSHIP LEAVE**

Employees are granted civil leave with pay for jury duty, for serving as a subpoenaed witness in an official proceeding, and for the purpose of voting. Regular Part-Time employees are not paid for citizenship leave.

Employees must notify the Administrator prior to taking civil leave. When an employee has

completed civil leave, he or she must report to the District for duty for the remainder of the workday. If the employee will be absent from work for more than one (1) workday on civil leave, he or she must notify the Administrator daily at the beginning of the workday.

## **8.11 FAMILY AND MEDICAL LEAVE.**

An employee should provide the District at least thirty (30) days' notice before the FMLA leave is to begin if the leave is foreseeable. If thirty (30) days' advance notice is not feasible or the leave is unforeseeable, the employee should give notice of the need for FMLA leave as soon as practical under the facts and circumstances of the situation. It is the employee's responsibility to request FMLA leave, but the District reserves the right to designate FMLA leave. The District's Administrator should advise the District Board of the potential need for FMLA leave by an employee. The District Board will notify the Administrator that an employee has been placed on or been approved for FMLA leave and of the duration of the FMLA leave.

### **1. Eligible Employees**

To be eligible for family leave, an employee must have been employed continuously by the District for at least the previous twelve (12) months and have worked at least 1,250 hours during those twelve (12) months in a regular position. This policy applies equally to male and female employees. However, if both spouses are employed by the District, and the reason for the leave is to care for a newly arrived child or a sick parent, twelve (12) weeks is the aggregate family leave limit for both.

### **2. Eligible Circumstances**

An eligible employee is entitled to twelve (12) unpaid workweeks of leave during any twelve (12) month period for three (3) purposes: (1) birth or placement for adoption or foster care of a child (only within twelve (12) months of the birth or placement); or (2) a serious health condition of a spouse, child, or parent; or (3) the employee's own serious health condition. A serious health condition is one that requires either inpatient care or continuing treatment by a health care provider.

### **3. Calculation of Twelve (12) Month Period**

The twelve (12) month period for eligibility for leave is calculated on an individual employee basis in a uniform manner for all employees. The twelve (12) month period is measured forward from the date any employee's first Family and Medical Leave Act (FMLA) leave begins.

### **4. Definition of Family Members**

"Son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in the place of a parent. The child must be under eighteen (18) years of age or an individual eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability. "Spouse" means a husband or wife as defined or recognized

under state law for purposes of marriage, including common law marriage.

**5. Limitations/Restrictions**

Leave may be taken on an intermittent or reduced basis for the birth or adoption of a child only if the arrangement is agreed to by the District. However, leave for serious health conditions — either of an eligible family member of the employee or the employee — may be taken intermittently or on a reduced schedule if medically necessary, provided the other conditions of these policies are met.

**6. Temporary Transfer**

If the employee's request for intermittent leave is foreseeable based on planned medical treatment, the District may require the employee to transfer temporarily to an alternative position, with equivalent pay and benefits, that better accommodates recurring periods of leave.

**7. Maximum Duration**

The total cumulative maximum period of time which an employee may be absent from work on family leave during any twelve (12) month period is twelve (12) weeks, regardless of whether all or a portion of the leave period is paid or unpaid. If an employee has accrued PTO on the books at the time the FMLA leave commences, the employee must exhaust those balances, excluding frozen sick leave, before being eligible for unpaid FMLA leave. An employee who has frozen sick leave may elect to use such paid leave during FMLA leave. Once the employee's leave balances have been exhausted, the District will then provide enough unpaid family leave to total twelve (12) weeks. During the unpaid portion of an employee's family leave period, the employee accrues no additional PTO leave, or any other type of leave.

**8. Part-Time/Variable Hour Employees**

Where an employee normally works a Part-Time schedule or variable hours, the amount of leave to which an employee is entitled is determined on a pro rata or proportional basis.

**9. Notice**

In the case of leave for birth or placement of a child, an employee must provide at least thirty (30) days' advance notice before the date on which the leave would begin. If the employee is unable to provide thirty (30) days' notice, he or she must provide as much notice as is practicable; usually within one (1) or two (2) business days of the date the employee is aware of the need to request leave. In the case of leave for a serious medical condition, if the leave is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to disrupt unduly the District's operations. The same advance notice requirements apply.

**10. Certification of Condition**

An employee requesting a paid or unpaid leave of absence for extended illness or temporary

disability must submit to the Administrator: (1) a medical doctor's statement as to the date upon which the employee is no longer able to perform his or her duties or (2) a statement that the employee is needed to care for a spouse, parent, or child, with the expected length of the recuperation period or an estimate of the time required to care for the family member, and appropriate medical facts regarding the condition. In addition, the employee must also provide the Administrator with a written statement from the employee concerning his or her intentions about returning to work at the District. An employee on family leave must contact the Administrator at least once each workweek unless another schedule satisfactory to the District has been established in writing and signed by the Administrator and the employee. The District may also require subsequent re-certifications as reasonably needed. Failure to provide required medical status reports or to contact the office on the schedule required by the Administrator is grounds for disciplinary action.

#### **11. Second, Third Opinions**

The District may require a second opinion, and, if conflicting, a third opinion from a health care provider as to the need for and scheduling of family leave. The second and third opinions, if sought and obtained by the District, will be paid for by the District and will be obtained from independent health care providers who are not employed by the District. If a third opinion is necessary, the third opinion obtained is final.

#### **12. Return to Work/Assurances**

After completion of an approved family leave period, an employee will be returned either to the same position he or she held before the leave began or to a position equivalent to the previously held position in pay, benefits, and other terms and conditions of employment. This policy may be modified for "key employees," defined as those salaried employees in the top 10 percent of the District's workforce. Key employees will be notified in advance of their status. Regardless of whether the family leave period is paid, unpaid, or a combination of paid and unpaid, the employee's health insurance coverage will be continued in the same manner and at the same level as it would have been had the employee continued in employment for the duration of the family leave period. However, should the employee decide, at any time after family leave begins, that he or she will not return to work at the District, the employee must reimburse the District for health coverage premiums paid by the District on behalf of the employee during the family leave period unless the reason for not returning to work is the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond the employee's control. This is subject to certification.

#### **13. Retention of Benefits**

An employee on family leave does not lose any previously accrued seniority or employment benefits but does not earn any leave credits or other benefits during the unpaid portion of the leave. After returning to work from a family leave that has been extended to six (6) months or more, an employee receives an adjusted employment date and adjusted anniversary date which

reflect the period of time the employee was on unpaid family leave. The adjusted date will be used for the purpose of calculating leave accrual and any other benefits based on longevity.

#### **14. Summary of Act**

The District has posted a summary of the Family and Medical Leave Act on its central bulletin board for employees' information.

*(Legal reference: Family and Medical Leave Act of 1993 (P.L. 103-3).)*

#### **15. Request for Extension of Family and Medical Leave**

If an employee requests additional unpaid leave beyond the twelve (12) -week maximum allowable under the family and medical leave provisions of these policies, any extension granted will be under the terms set out in the section of these policies headed **Other Leaves of Absence Without Pay**. Employees should read the referenced section carefully and understand the differences between these two (2) types of leaves before requesting an extension.

#### **16. Documentation**

All documentation regarding family leave will be filed in the employee's medical file, which is maintained separate from the personnel files and is accessible to a limited number of persons only on a "need-to-know" basis.

*(Legal reference: U.S. Americans with Disabilities Act of 1990.)*

### **8.12 OTHER LEAVES OF ABSENCE WITHOUT PAY**

Leave of absence without pay is an approved absence from duty in a non-pay status for not more than six (6) months unless an extension is approved by the District's Board. Extensions of leave, including using this type of leave to extend family and medical leave beyond the twelve (12)-week limit, may be authorized by the District's Board in no more than one (1) month intervals, and a careful review must be conducted prior to authorizing any extension. The reason(s) for granting the extension must be documented in writing in the employee's personnel or medical file, as appropriate.

Granting a leave of absence without pay is at the discretion of the Administrator and subject to approval by the District's Board. Such leave is not authorized unless there is a reasonable expectation that the employee will return to employment with the District at the end of the approved period; approval of the leave must be documented with a copy of the documentation to be placed in the employee's personnel or medical file, as appropriate. Employees on leave of absence without pay receive no compensation and accrue no benefits. However, previously accrued leave balances, benefits, and seniority are retained during leaves of absence unless otherwise prohibited by the terms or provisions of the benefit programs or by these policies. Medical, dental and life insurance can be continued if the employee pays the premiums (including the District's portion) in full in a timely manner. The District's insurance company may limit the length of time the medical benefits may be continued.



1. **Revocation of Leave Without Pay**

A leave of absence without pay may be revoked upon receipt of evidence submitted that the cause for granting the leave was misrepresented or has ceased to exist.

2. **Authorized Reasons for Leave Without Pay**

A leave of absence without pay may be appropriate for the following reasons:

- (a) Military service (*see* also the section on **Military Leave**);
- (b) Recovery from extended illness or temporary disability, including using leave without pay in lieu of or to extend the allowable twelve (12) week period of family leave; pregnancy is treated in the same manner as any other extended illness or temporary disability (*see* also the section on **Family and Medical Leave**);
- (c) Educational purposes when successful completion will benefit the District;
- (d) Public service assignments;
- (e) Seeking public office;
- (f) Personnel exchange programs which emphasize intergovernmental relations; or
- (g) Any other reason approved by the District's Board which, in the judgment of the District's Board, merits a leave of absence without pay.

3. **Conditions**

An employee requesting an unpaid leave of absence must provide Administrator and the District's Board with a statement from an appropriate third party as to the date upon which the employee is no longer able to perform his or her duties and the expected length of time needed. In addition, the employee must furnish the District with a written statement from the employee concerning his or her intentions about returning to work at the District. In determining whether or not to approve the request for leave without pay, the Administrator, subject to the District's Board approval, will consider the employee's length of service with the District and past performance, the District's needs, and the prospect for temporary replacement of the employee or reassignment of the employee's duties.

4. **Reporting Requirements**

An employee on extended leave must contact the Administrator at least once each week to report on his or her status unless another schedule is agreed to in writing. Failure to provide required medical status reports or to contact the office on the schedule required by the District may result in the District revoking the leave and taking disciplinary action up to and including dismissal.

5. **Documentation**

A summary of the basis for the decision to grant or deny an unpaid leave of absence and the

terms of the leave will be prepared by the Administrator, given to the District's Board, and placed in the employee's personnel or medical file, as appropriate.

#### **6. Return to Work After Leave Without Pay**

Upon returning to work after an authorized leave of absence without pay, an employee receives an adjusted employment date and adjusted anniversary date which reflect the period of time that the employee used for leave of absence. This adjusted date will be used for the purpose of calculating PTO leave accrual and any other benefits that may be based on longevity.

At the expiration of an authorized leave of absence without pay, every effort will be made to reinstate the employee in the same, or a comparable, position. However, if no vacancy exists and a reasonable effort to place the employee in another position has been unsuccessful, the employee will be separated and paid accrued benefits. (*See* also sections on **Family and Medical Leave** and on **Military Leave** for specific provisions relating to leave of absence for those purposes.)

#### **8.13 EMERGENCY LEAVE**

Up to three (3) days per year of emergency leave with pay may be granted to employees by Administrator, who shall give notice to the District's Board, in the event of: (1) a death in an employee's family, or (2) life-threatening illness of a member of the employee's immediate family who requires the employee's personal care and attention if PTO time is not available. For purposes of emergency leave, family includes spouse, child, parent, brother, sister, grandparents, or grandchildren of an employee or an employee's spouse. It also includes any person living in the employee's household who is dependent on the employee for care. The length of time granted for a specific emergency leave must be approved by the appropriate Administrator in advance and will depend on the circumstances. The terms of and reasons for the leave must be documented and filed in the employee's personnel file.

#### **8.14 INJURY LEAVE**

For information on occupational disability or injury leave for bona fide, on-the-job, work-related injuries, please *see* the sections in this manual under the main heading **Health and Safety**.

#### **8.15 USING LEAVE IN COMBINATION**

An employee who is requesting extended leave to extend family and medical leave beyond the twelve (12) week limit must exhaust all of his or her accrued PTO leave in order to be eligible for leave without pay. Use of appropriate leave balances may be required as a condition of other leaves of absence without pay. A request for this type of leave without pay must be approved in advance by the District's Board.

If an employee is sick or temporarily disabled for non-work-related reasons, and he or she exhausts accrued sick leave, the District will automatically begin applying any accrued PTO leave credits unless notified differently by the employee.

With the approval of the Administrator, who is to give notice to the District's Board, other types of leave may be used in combination or coupled with Holidays if it is determined to be in the best interests of the District and the employee.

#### **8.16 DONATING PTO LEAVE TO ANOTHER EMPLOYEE**

Any Full-Time employee wishing to donate his/her PTO leave to another employee must meet the following criteria:

##### **1. Vacation Available**

He/she has vacation leave available. An employee may only donate the same number of days for which he/she has available.

##### **2. Relationship**

He/she is related by blood or adoption to the person receiving vacation as immediate family. For the purpose of donating vacation, immediate family is defined as an employee's parent, spouse, child or sibling also employed by the District. An employee wishing to use another employee's vacation leave must meet the following criteria:

(a) He/she must be related to the person donating vacation leave as immediate family by blood or adoption.

(b) He/she has used their entire accrued vacation leave and experienced a catastrophic accident or illness. Catastrophic for the purpose of donating sick leave is defined as a serious, unexpected illness or accident requiring long term rehabilitation.

#### **8.17 ABANDONMENT OF POSITION**

Unauthorized absence from work for a period of three (3) consecutive working days will be considered by the District's Board with the recommendation of the Administrator, as a resignation. Unless the District official determines otherwise, the resignation is not in good standing and the employee is not eligible for reemployment.

#### **8.18 EMERGENCY SERVICES LEAVE**

Upon the approval of the District's Board with the recommendation of the Administrator, an employee may be granted temporary leave with pay to provide an emergency response as an emergency medical volunteer or volunteer fireman, not to exceed 10 hours per month.

### **9. HOLIDAYS**

#### **9.1 GENERAL POLICY**

The District's basic policy is that each Regular Full-Time employee and Regular Part-Time employee who has been employed for longer than 90 days receives a specified number of paid Holidays per year, as set forth in these policies. In adopting these personnel policies, District's Board adopts the vacation days established by Chambers, County Texas Commissioner' Court for

county employees.

Regular Full-Time employees shall be paid eight (8) hours for Holidays.

Regular Part-Time Employees shall be paid Holidays according to the number of hours they are scheduled to work.

If the District's Board chooses to send employees home on a non-recognized District Holiday, the employee do not have to take PTO leave.

An employee who is absent without approved leave on the workday immediately preceding or following a Holiday will not be paid for the Holiday.

Whenever an approved legal Holiday falls on a Saturday or Sunday, it will be observed on the Friday preceding or the Monday following, as determined by the District's Board.

## **9.2 WORK DURING HOLIDAYS**

1. If the Administrator, finds it necessary to do so, the Administrator may direct some or all employees to report for work on any Holiday.
2. Non-Exempt Employees: When a Full-Time Non-Exempt employee is required to work on a Holiday, he or she will be compensated in one of the following ways:
  - Paid at the straight time rate of pay for the Holiday hours worked and granted the same number of hours off on an alternate workday; or
  - Paid at the straight time rate of pay for the Holiday hours worked and paid an additional day's pay at the regular, straight-time hourly rate.
3. Full-Time Exempt employees that are required to work on a Holiday, will be compensated by at the straight time rate of pay for the Holiday hours worked and granted eight (8) hours of Compensatory Time for the same number of hours off.

## **9.3 HOLIDAYS FALLING ON NON-WORKDAYS**

Whenever a legal Holiday on the current year's list of approved Holidays falls on an employee's regular day off and the employee does not work that day, he or she will be paid his or her regular salary amount for the pay period involved, and will receive either another day off in lieu of the Holiday or an additional day's pay at the regular, straight-time hourly rate.

## **9.4 HOLIDAY DURING VACATION**

If an official Holiday falls within an employee's use of PTO leave for vacation time, the employee will be granted the Holiday and not charged for a day of PTO.

## **10. HEALTH AND SAFETY**

### **10.1 SAFETY POLICY**

It is the policy of the District to make every effort to provide healthful and safe working conditions for all of its employees. Refer to Safety Manual for additional information and requirements.

### **10.2 EMPLOYEE RESPONSIBILITIES AND REPORTS**

Employees are responsible for conducting their work activities in a manner that is protective of their own health and safety, as well as those of other employees.

An employee must report every on-the-job accident, no matter how minor, to the Administrator immediately, but at least within 24 hours. The Administrator is responsible for filing a written accident report immediately with the environmental health and safety director.

The following rules are designed to promote the safety and well-being of District employees and are to be observed by employees at all times:

- No employee may engage in horseplay, wrestling, or practical joking while on duty or operating District equipment;
- Employees should maintain awareness of potentially dangerous situations that may cause injury to themselves, fellow employees, or the public;
- Employees must report immediately to the Administrator any conditions that in their judgment threaten the health or safety of employees or the public;
- An employee who is unable to perform his or her duties safely due to illness must promptly notify the Administrator; and
- Employees must immediately seek proper first aid treatment for all on-the-job injuries, including minor injuries, and must immediately report all injuries to the Administrator unless emergency circumstances exist.

Failure to report an on-the-job injury, no matter how minor, is grounds for disciplinary action.

### **10.3 EMPLOYEE SUGGESTIONS**

Employees are encouraged to make suggestions to the Administrator or the District's Personnel Committee for improvements that would make the District workplace safer or more healthful.

### **10.4 ON-THE-JOB INJURIES.**

#### **1. Medical Attention**

An employee who sustains a bona fide, on-the-job, work-related injury may seek medical attention from the medical facility or professional of his or her choice. The District encourages employees to return to work as soon as they are able to do so. An employee returning to work

must submit a physician's statement of medical condition and release to return to work. As determined by the District's Board, at the District's expense, an employee may be required to submit to examination by an independent physician.

*(Legal reference: Workers' Compensation Act, V.T.C.S. Article 8308.)*

## **2. Insurance**

The District provides workers' compensation insurance for all of its employees. This insurance provides medical expenses and a weekly payment if an employee is absent from work because of a bona fide, on-the-job, work-related injury for more than one-week (40 hours). All workers' compensation insurance claim forms must be submitted to the Administrator immediately for appropriate action to be taken.

*(Legal reference: Workers' Compensation Act, V.T.C.S. Article 8308.)*

## **3. Statutory Benefits**

Employees who sustain an injury at work may be eligible to receive benefits prescribed by the Texas Workers' Compensation Act. These benefits include compensation payments; medical care as reasonably required to cure and relieve the effects of the injury or occupational disease(s); and/or death benefits.

State law provides that an employee will be eligible for weekly indemnity payments beginning on the eighth (8) calendar day of lost time following an occupational injury. Weekly indemnity payments for compensable injuries are temporary benefits, which will continue until the doctor certifies that the employee has received maximum medical improvement. Weekly indemnity payments for compensable injuries are made at seventy percent of the difference between the employee's average pre-injury weekly wage and the employee's earnings after the injury. For employees who earn less than \$8.50 per hour, the rate of payment for the first 26 weeks of temporary benefits is seventy-five percent (75%) of the difference between the employee's average weekly wage before the injury and the employee's earnings after the injury. Under the "low wage earner" provision, temporary benefits cannot exceed 100 percent of the employee's actual wages for the previous year.

Compensation benefits are subject to a seven (7) calendar days waiting period. After twenty-eight (28) calendar days of lost time, the seven (7) day waiting period will be paid retroactively under workers' compensation.

## **4. Exclusion**

Injuries caused by willful intent and attempt to injure self or to unlawfully injure another, intoxication, horseplay by the injured employee, an act of God in certain limited circumstances (i.e., assigned to official duty during a hurricane, lightning storm, etc.), or act of a third party for personal reasons are excluded specifically from coverage by injury leave with pay.

*(Legal reference: Workers' Compensation Act, V.T.C.S. Article 8308.)*

**5. Initiation of Injury Leave**

An employee who is put on leave for a bona fide, on-the-job, work-related injury will be provided with a copy of the District's policy on "On-the-Job Injuries" prior to or as soon after the beginning of the leave as is feasible. Injury leave begins on the first scheduled workday of absence due to on-the-job injury and continues until the employee returns to work, his or her eligibility expires, or the employee is removed from injury leave coverage by the District's Board.

**6. Compensation**

If a Full-Time employee sustains a bona fide on-the-job, work-related injury which renders him or her unfit for performing the duties of the job, that employee may elect to supplement his or her workers' compensation payments with PTO leave payments from the District, provided that the employee has adequate accrued PTO leave. The supplemental PTO leave check from the District will be in an amount that, when added to the workers' compensation payment, equals the employee's regular "take home" pay. The employee must sign a leave request form to exercise this option.

An employee receiving workers' compensation payments does not accrue PTO leave and is not entitled to receive Holiday pay.

**7. Continuation of Group Medical Insurance for Employee and/or Dependent**

To continue medical insurance for the employee and/or the employee's dependent(s) when the employee is on injury leave and no longer receiving a regular District paycheck, the District will continue to pay the District's portion of the employee's medical insurance for a period of time not to exceed 90 days following the employee's injury. Thereafter, the employee must pay both the employee's and the District's portions of these insurance premiums to the District on the schedule established by the District treasurer's office in order to maintain coverage.

**8. Reporting Requirements**

While on leave because of a bona fide, on-the-job, work-related injury, each time the employee sees the physician for consultation or treatment, he or she must provide a progress report to the Administrator, which submits the report to the District's Board. Any change in the employee's condition which might affect his or her entitlement to workers' compensation payments must also be reported to the Administrator. A copy of any medical status report will be sent to the District's Administrator. In addition, the injured employee must contact the Administrator periodically to report on his or her condition. Failure to provide the required medical status reports or to contact the Administrator on the schedule is grounds for revoking the employee's leave and for taking disciplinary action.

**9. Duration of Injury Leave**

The maximum duration of occupational disability or injury leave is three (3) months unless an extension is authorized by the District's Board. Requests for extension must be initiated and submitted in writing by the employee. The employee must complete the request for extension form available from the District Treasurer's Office and must submit with the request for extension, a complete medical certification form, also available from the District Treasurer's Office. Requests for extension may be authorized after careful review by the District's Board in no more than a one (1) month increment at a time and up to an additional three (3) months, for a maximum of six (6) months leave. A new request for extension and medical certification must be completed for each extension.

**10. Termination of Injury Leave**

Injury leave with pay may be terminated at any time without prior notice. Evidence that an employee is able to return to work and has not done so will be submitted to legal and medical advisors prior to terminating the leave.

**11. Return to Service**

A written statement from the attending physician certifying that the employee has been released to return to work and specifying the type(s) of work he or she is capable of performing as well as any limitation(s) must be received by the District before an employee may return to work. All employees on injury leave must report to work after approval of either the employee's attending physician or an independent physician paid by the District. Failure to return to work when directed will result in appropriate disciplinary action, up to and including discharge.

The Administrator must notify the Personnel Committee office upon the employee's return to duty so that the District treasurer may resume recordkeeping for purposes of payroll, benefits, and leave and length-of-service accruals.

**12. Temporary Light Duty Status**

During the course of an on-the-job injury leave of absence, if an employee is released by his or her physician for light duty, the employee's job or alternative job assignment(s) will be evaluated for a determination of whether a temporary position is available in which the District can use the employee's limited services for a temporary period of time. If no acceptable light duty assignment can be found, the employee will be placed on inactive status until released by the physician to return to his or her previous job.

An employee who is able to return to work in light duty status is a temporary employee and may be required to work in a different position and perform duties not contained within his or her current job duties. When an employee is assigned to temporary light duty status and performing different duties, he or she will be paid according to the level of pay that he or she would receive for the temporary light duty job if the assignment were the result of a



reorganization. A light duty assignment cannot exceed 90 days. In addition, the employee may receive workers' compensation payments in a reduced amount.

### **13. Inactive Status**

At the end of the initial three (3)-month period after the injury, an injured employee unable to return to regular duty will be placed on inactive status unless an extension of injury leave is expressly authorized by the District's Board. At the time the employee is placed on inactive status, the Administrator is free to hire or promote a temporary replacement. This policy will not interfere with any FMLA or ADA rights that an employee may have.

Temporary replacements may be used for a period of three (3) months. If at the end of that three (3)-month period the injured employee remains unable to return to work, the temporary replacement may become a regular employee.

When the injured employee has reached maximum recovery, the District may consider the employee for employment in a capacity for which the employee is qualified, if a position is available.

### **14. Total Disability/Retirement**

A determination of total disability may be rendered at any time during the course of the occupational disability or injury leave. Upon such a determination, the District treasurer's office, in consultation with the District's Board, will make the necessary arrangements for the employee's retirement under the "disability retirement" clause of the coverage provided by the District's retirement plan.

### **15. Reasons for Termination of Employment During Injury Leave**

An employee may be terminated while on leave for an on-the-job injury for the following:

- (a) Refusal to return to duty on the workday on which the employee has been released by the treating physician;
- (b) Failure to accept a "light duty" assignment;
- (c) Failing to follow prescribed treatment including medical appointments; and
- (d) Participating in activities which, according to the District's medical and legal advisor, justify termination because they are injurious to recovery or they do not aid in healing.

### **16. Final Release or Settlement**

At the time of final release or settlement of a workers' compensation claim, the employee must furnish the District with a certificate from the employee's physician stating that the employee is able to return to work. The certificate must also specify any limitation(s) on the employee's physical condition and the estimated duration of the limitation(s). The District will then

evaluate the employee's physical condition and determine whether he or she can perform the duties of the job previously held. If (a) the employee cannot perform his or her previous duties, or (b) no vacancy exists, or (c) no other suitable position is available, and (d) a reasonable effort has been made to place the employee in a suitable position, then he or she will be separated and paid accrued benefits. If the employee is separated from District employment at this point, the Administrator will:

- (a) Send him or her a certified, return receipt requested, letter;
- (b) Explain the circumstances, outlining the reasonable effort made to place the employee in a suitable position; and
- (c) Inform the employee that he or she has been separated from District employment and that he or she will be mailed a final paycheck, if applicable, for any accrued and payable leave benefits.

#### **17. Drug-Free Workplace**

The following policy has been adopted to implement the District's desire to establish itself as a Drug-Free Workplace:

- (a) All employees of the District are hereby notified that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcoholic beverage is prohibited in the workplace of the District or while representing the District off premises. Employees who violate this policy will be subject to immediate disciplinary action up to and including discharge.
- (b) The District has established a drug-free awareness program providing information about the dangers of drug and alcohol abuse in the workplace, the District's policy of maintaining a drug-free and alcohol-free workplace, information about available drug and alcohol counseling and rehabilitation, and information about the penalties that may be imposed on employees for drug or alcohol abuse violations occurring in the workplace.
- (c) Pre-employment drug/alcohol screening ~~will~~ may be conducted for all positions.
- (d) Periodic testing and testing for probable cause may be required in certain classes of employees to ensure public safety and security.
- (e) Each employee of the District will be furnished a copy of this policy.
- (f) All employees of the District will abide by the terms of this policy and will notify the District of any drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (g) The District will notify any funding agency which requires notification within 10 days after receiving notice under the above paragraph from an employee or otherwise receiving actual notice of such conviction.

- (h) Any employee so convicted will be subject to disciplinary action up to and including immediate discharge.
- (i) The District will make a good faith effort to continue to maintain a drug-free and alcohol-free workplace through the implementation of this policy.
- (j) The District reserves the right to conduct drug and alcohol drug testing at the pre-employment stage, based on a reasonable suspicion, after a job injury, upon returning from a job injury, and on a random basis. The District reserves the right to conduct random drug and alcohol testing of employees in safety-sensitive and law enforcement positions, in positions that require a commercial driver's license, and in positions that require the employee to operate machinery and non-office equipment or drive District vehicles.

*(Legal reference: U.S. Drug-Free Workplace Act of 1988, as amended, and Texas Workers' Compensation Commission Act, V.T.C.S., Article 8308.)*

## **11. USE OF DISTRICT PROPERTY**

### **11.1 GENERAL POLICY**

The District attempts to provide each employee with adequate tools, equipment, and vehicles for the job being performed, and expects each employee to observe safe work practices and safe and courteous operation of vehicles and equipment in compliance with all applicable regulations.

### **11.2 VALID DRIVER'S LICENSE**

All operators of District vehicles or operating their own vehicles on District's Business are required to have the valid State of Texas driver's license necessary for legal operation of that vehicle and to keep the Administrator and the Personnel Committee informed of any changes in status of their licenses. The Administrator or the District's Board will periodically check the driving records of all employees who operate District vehicles or are required to use their personal vehicle to conduct District business. Failure to maintain a safe driving record may result in disciplinary action. An employee may be required to participate in a defensive driving course if the employee is cited with a moving violation.

Suspension or revocation of the driver's license of an employee who is assigned as a vehicle or required to operate a vehicle as part of the employee's job description may result in a demotion or discharge.

### **11.3 VEHICLE INSURANCE**

Employees who drive a personal vehicle on District business are required to provide the Administrator with proof of automobile liability insurance as required by the State of Texas and to maintain up-to-date insurance coverage. Failure to do so may be grounds for disciplinary action up to and including discharge.

#### **11.4 USE OF DISTRICT CREDIT CARDS.**

Credit cards may be issued to authorized employees and or the District's Board members. However, the District Administrator, with the assistance of the District's Certified Public Account ("CPA"), will monitor use of the credit cards and will submit documentation of usage to the District's Board and included as part of each month's financial package approved by the District's CPA at the end of each month.

Unauthorized or personal use of District credit cards is strictly prohibited.

### **12. DISCIPLINE**

#### **12.1 GENERAL**

Employees of the District serve "at will" and, within the provisions of state and federal law regarding public employment, can be dismissed at any time, with or without notice for any reason or no reason. Some of the actions that may result in discipline include, but are not limited to, the following:

- Violating the District HIPPA Employee Confidentiality Agreement set forth in **Appendix "D"**;
- Insubordination;
- Absence Without Leave including absence without permission, failure to notify the Administrator of sick leave, and repeated tardiness or early departure;
- Endangering the Safety of the Employee and/or Other Persons through negligent or willful acts;
- Use of Alcohol or Illegal Drugs while on duty or in a District vehicle or working for the District;
- Alcohol or Drug Abuse while on duty which may affect the performance or safety of the employee or other persons;
- Involvement with Alcohol or Drugs in the workplace in violation of the District's Drug-Free Workplace Policy;
- Unauthorized Use or Theft of Public Funds or Property;
- Conviction of a felony;
- Conviction of Official Misconduct, oppression, or perjury;
- Falsification of Documents or Records;
- Unauthorized Use of Official Information or unauthorized disclosure of confidential information;
- Unauthorized or Abusive Use of Official Authority;

- Violation of the Sexual Harassment Policy;
- Incompetence or Neglect of Duty;
- Disruptive Behavior which impairs the performance of others; or
- Other Violation of any of the Requirements of these Personnel Policies.

## 12.2 PROGRESSIVE DISCIPLINE

The Administrator, with notice and consent of the District's Board, may take disciplinary action, including dismissal, against an employee at any time. The severity of the discipline depends upon the nature of the infraction. The District may, but not necessarily will, use a progressive discipline system.

The progressive discipline system is as follows:

1. Oral Warnings with records of each warning maintained by the Administrator;
2. Written Reprimands, which the Administrator must in all cases cause to be transmitted through to the District's Board and copies placed in the employee's personnel file;
3. Conference with the District's Personnel Committee, employee, and Administrator, with a written summary of the conference to be prepared by the Administrator, and copies to the employee and the employee's personnel file;
4. Reduction in Pay without demotion;
5. Suspension from duty, with or without pay, for up to thirty (30) days and renewable after informal review of the circumstances;
6. Demotion; and/or
7. •Separation by involuntary dismissal.

Actions other than oral or written warnings require the advance approval of the District's Board unless an emergency situation exists.

For additional information regarding procedures to be followed if the discipline results in separation by involuntary dismissal, *see* the following sections of this manual relating to **Separations**.

## 13. SEPARATIONS

### 13.1 TYPES OF SEPARATIONS

All separations of employees are designated as one (1) of the following types:

- Resignation;
- Retirement;
- Reduction in Force;
- Dismissal;
- Disability; or
- Death.

### **13.2 RESIGNATION**

An employee who intends to resign is requested to notify the Administrator and/or the District’s Board, in writing, at least 10 working days prior to the last day of work..

### **13.3 RETIREMENT**

The same notice requirements for resignation apply in the case of retirement except that a longer period of advance notice may be required ~~to start as required~~ by a retirement plan adopted by the District’s Board.

### **13.4 REDUCTION IN FORCE**

An employee may be separated when his or her position is abolished, or when there is either a lack of funds or a lack of work.

When reductions in force are necessary, decisions on individual separations will be made after considering the following:

- the relative necessity of each position to the organization,
- the performance record of each employee,
- qualifications of the employee for remaining positions with the District, and
- the employee’s length of service with the District.

### **13.5 DISMISSAL**

The District operates under the legal doctrine of “employment-at-will” and, within requirements of state and local law regarding employment, can dismiss an employee at any time, with or without notice, for any reason or no reason. Every effort will be made to ensure that employee dismissals are not made in an arbitrary and capricious manner; however, these personnel policies do not constitute an employment agreement between the District and any of its employees and in no way limit or restrict the at-will nature of employment. The District has the right to change these policies at any time, without prior notice to employees.

### **13.6 DISABILITY**

In cases of long-term disability where an employee is unable to return to work for a period of time

which would cause an undue hardship to the District to hold the position open, and if no position is available which the employee could perform with a reasonable accommodation by the District, the employee will be separated from employment with the District.

*(Legal reference: U.S. Americans with Disabilities Act of 1990.)*

*(See sections of this manual under the main heading of **Health and Safety** for details on occupational disability resulting from bona fide, on-the-job, work-related injuries.)*

### **13.7 DEATH**

If a District employee dies, his or her estate receives all pay due and any earned and payable benefits as of the date of death.

### **13.8 EXIT INTERVIEWS AND RECORDS**

Reason(s) for a separation are stated in writing, signed by the Chairman of the Personnel Committee, and except in unusual or emergency circumstances, initialed by the employee on the District's exit interview form. The District's Personnel Committee shall discuss with the employee who is separated the employee's the reason(s) for the separation in an exit interview whenever possible (*see Dismissal* section in this manual for additional requirements in the event of an involuntary dismissal). The Chairman of the Personnel Committee also must sign the exit interview form. The exit interview record is important and may be instrumental in determining the District's liability, or lack of liability, for unemployment insurance costs.

### **13.9 CONTINUATION OF GROUP INSURANCE**

The federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA) allows certain individuals the option of continuing their group health and dental insurance, at the individuals' full expense, under specified conditions, beyond the date on which it would otherwise terminate. Insurance information from the District's group insurance carrier is given each employee at the time of employment and explains these options under the District's carrier at the time the employee is hired. Later revisions in group insurance coverage are explained in subsequent insurance information distributed to each employee at the time the coverage revision is effective.

Each covered employee is responsible for notifying the Administrator of any change in family status – separation, divorce, or a child becoming eligible or ineligible for dependent's cover- age. If the change would cause the employee or a covered dependent to become ineligible for District-supplemented group insurance, the District will provide an "Insurance Coverage Continuation Form" to be completed by the appropriate person(s). In order to qualify for continued coverage, specific time periods must be met, and full premiums must be paid in a timely manner by the employee or the applicable spouse or child.

*(Legal reference: U.S. C.O.B.R.A. of 1985.)*

If the affected person's payment for continuation of group health insurance is not received by the 10th of the month, the District will notify the insurance carrier that the payment was not received. If this occurs, the District will neither pay the person's premium nor enter into payment arrangements for this coverage.

## **14. GRIEVANCES**

### **14.1 POLICY**

It is the policy of the District, insofar as possible, to prevent the occurrence of grievances and to deal promptly with those which occur. No adverse action will be taken against an employee for reason of his or her exercise of the grievance right.

A grievance may be filed by an employee on one (1) or more of the following grounds: improper application of rules, regulations, and procedures (but not the rules, regulations, and procedures themselves); unfair treatment; illegal discrimination based on race, religion, color, sex (including sexual harassment), age, disability, or national origin; improper application of fringe benefits; or improper working conditions.

The District follows a progressive grievance procedure which ensures employees who have satisfied the introductory period due process in the District's consideration of their work-related grievances: the right to be represented, the right to mount a defense, and the right to present written response(s) regarding resolution of the grievance.

### **14.2 FINAL AUTHORITY**

Grievances can be appealed through the Administrator to the District's Personnel Committee. The decision by the District's Personnel Committee can be appealed to the District's Board, whose decision is final.

If the grievance alleges either discrimination on one (1) of the prohibited grounds or sexual harassment, and the matter is not resolved to the employee's satisfaction of the Administrator, the employee is required to notify the District's Personnel Committee, providing them with copies of all documentation of the grievance from initial filing through final action by the Administrator.

### **14.3 PROCEDURE**

The following procedures are applicable to employees. For procedures to be followed in the event of a grievance by an elected District official or outside advisor to the District, *see* Chapter 149, Sec. 152.014, Local Government Code.

#### **1. Informal Grievances**

The first step in the grievance procedure is for the employee to attempt to resolve the grievance by informal conference with the Administrator and/or District's Personnel Committee. If this informal conference does not result in a resolution of the problem(s) that is satisfactory to the



employee, he or she must file a formal, written grievance.

## **2. Formal Grievances**

Formal grievances must be in writing, signed by the employee, and presented to the Administrator or the District's Personnel Committee if the Administrator is part of the grievance within 10 working days after the alleged grievance occurred. A statement of the specific remedial action requested by the employee must be included in the written grievance.

An employee may be represented throughout the grievance process by another District employee of his or her choosing provided that the employee chosen has not been an employee representative in any other grievance proceeding within the previous twelve (12) month period.

After being presented with a written and signed grievance, the Administrator or the Personnel Committee will: (1) meet with the employee and such other persons as may be necessary to gather the facts; (2) notify the elected official or outside advisor; (3) attempt to resolve the grievance with the employee and, if requested by the employee, with the employee's representative; and (4) communicate the decision to the employee in writing within 10 working days after receipt of the grievance, sending a copy of the proposed resolution to the elected official or outside advisor.

If an employee is not satisfied with the proposed resolution, he or she must file a written appeal with the District's Board within 10 working days. The District's Board will review the facts and the file and will investigate the charges and conduct an investigation with the parties involved. The District's Board will respond in writing to the employee within 10 working days and the District's Board's decision is final.

## **3. Documentation**

Copies of all documentation relating to the grievance will be forwarded to the Administrator, or the Personnel Committee, if the Administrator is the subject of the grievance, immediately upon conclusion of each step in the grievance process and will be placed in the employee's personnel file.

## **4. Grievances Relating to Sexual Harassment or Discrimination**

Any employee may file a grievance related to alleged sexual harassment or discrimination on the basis of race, religion, color, sex, national origin, age, or disability. The initial written grievance may, at the employee's option, be submitted directly to the Personnel Committee or to the Administrator, as appropriate. In such an instance, to allow adequate time for investigation by the appropriate authority, the total cumulative time period which would have been allowed at the other steps in the grievance process is available to the appropriate authority before his or her written resolution of the grievance is required to be received by the employee.

If a grievance alleging either discrimination on one (1) of the prohibited grounds or sexual

harassment is not resolved to the employee's satisfaction by the Administrator or the Personnel Committee, the employee is required to notify the District's Board, providing them with copies of all documentation of the grievance from initial filing through final. The District's Board will respond in writing to the employee within 10 working and the District's Board's decision is final.

#### **5. Requirement for Appeal if Dissatisfied**

If the employee is dissatisfied with any proposed resolution during the grievance process, he or she must appeal to the next step within the established time period. Failure to appeal presumes that the employee is satisfied with the latest resolution.

### **15. JOB (CLASS) DESCRIPTIONS AND PERFORMANCE EVALUATIONS**

#### **15.1 JOB DESCRIPTIONS**

The District's Board establishes and periodically reviews an official job description for each position in the District.

#### **15.2 DISTRIBUTION**

The job description for each employee's position will be: (1) given to the employee, (2) reviewed by the employee, and (3) placed in the employee's personnel file along with a signed certification statement that the employee has reviewed it. In addition, each employee is given a copy of the job description to keep.

#### **15.3 REQUESTS FOR CLARIFICATION.**

In the absence of any request for clarification, each employee is considered to understand the responsibilities assigned to the position which he or she occupies.

#### **15.4 EMPLOYEE PERFORMANCE EVALUATIONS**

The Administrator will conduct a written performance evaluation and an evaluation interview of each District employee at least annually. The Personnel Committee shall perform an evaluation of the Administrator annually. Performance evaluation records are maintained in each employee's personnel file.

### **16. PERSONNEL FILES**

#### **16.1 GENERAL**

Personnel records, except medical records, are maintained by the Administrator. Medical records are filed in a confidential file maintained by the Administrator.

Information in an employee's personnel file is public information and must be disclosed upon request unless specific items are ~~excepted~~[exempted](#) from disclosure by law. No information from any record placed in an employee's file will be communicated to any person or organization except

by the Administrator or the District's Board.

Each employee may choose whether the District discloses the employee's home address and telephone number to the public on request. If a new employee does not request confidentiality within the first 14 days of employment, the home address and telephone number on file are considered public information. However, employees may change their election for disclosure or confidentiality at any time. A form for designating this information as confidential or public is available from the District's Administrator.

*(Legal reference: Texas Open Records Act, V.T.C.S. Article 6252-17a.)*

An employee or his or her representative designated in writing may examine the employee's personnel file upon request during normal working hours at the District offices.

Employees must inform the Administrator of any changes in or corrections to information recorded in their individual personnel files such as home address, telephone number, person to be notified in case of emergency, or other pertinent information.

## **16.2 PERSONNEL ACTION FORM**

The Personnel Action Form is the official document for recording and transmitting to the personnel file each personnel action. This form is used to promote uniformity in matters affecting:

- Employment Category;
- Position Title and Classification; Pay Group and Rate; and
- Other Actions Affecting the Employee's Status.

The Personnel Action Form is completed on the employee's first day of work and is updated when there is any change in his or her status which relates to employment or benefits. Each Personnel Action Form becomes a permanent part of the employee's personnel file, and a copy is given to the employee each time an action occurs.

## **16.3 CONTENTS OF PERSONNEL FILES**

An employee's official personnel file may contain at least the following:

- An employment record form summarizing the employee's history with the District;
- I-9 form;
- W-4 form;
- A copy of the employee's application for employment;
- A copy of the court order for appointees;

- A copy of the employment offer letter and acceptance;
- Signed copies of the employee's acknowledgments of having received a copy of the Personnel Policies Manual and any other policy-related materials;
- Employee's job description(s) (if any);
- Election to Disclose or Keep Confidential Home Address and Home Telephone Number Form;
- Change in Status Forms;
- Retirement application, including supplemental death policy;
- Leave application forms;
- Records of any citations for excellence, awards for good performance, or job-related training/education;
- Records of disciplinary action(s);
- Performance evaluations;
- Copies of any grievances and related materials;
- Any other pertinent information having a bearing on the employee's status; and
- Any written statements from the employee explaining, rebutting, or clarifying other items in the file.

An employee's personnel file does not contain information regarding an employee's medical record(s), nor does it contain any information relating to drug testing.

*(Legal reference: U.S. Americans with Disabilities Act of 1990.)*

## **16.4 LEAVE RECORDS**

Official records of PTO leave accrual and of leave usage are kept for each employee by the Administrator. Leave records are updated at the end of each month. Leave balances are shown on the official record to reflect any remaining leave to which an employee is entitled.

## **17. TRAVEL AND SUBSISTENCE**

### **17.1 GENERAL POLICY**

The policy of the District is that employees are to be fully reimbursed for necessary and reasonable job-related expenses incurred in the authorized conduct of District business, including business-related travel. Except in cases involving in-District use of a personal vehicle, employees must receive prior approval from the Administrator or District's Board before travel which involves reimbursable expenses. The request should include an estimate of costs to be incurred. All travel expenses are subject to requirements of documentation and reasonableness and will be honored in conformance

with adopted policies and procedures, provided that the travel was properly authorized and that funds are available in the District's budget. In some cases, the District may prepay such expenses as registration fees, hotel costs, and/or airline or other public transportation costs directly to the entity involved.

Employees should be conscientious in their use of District funds. In all cases, travel expenses should be limited to those that are reasonable and necessary. Additionally, when two (2) or more employees are traveling to the same location for the same purpose, they should travel together whenever possible to avoid unnecessary travel expenses.

Expenses which are not permitted under the terms of grants, contracts, or agreements with other agencies will not be charged as costs to those grants, contracts, or agreements.

## **17.2 OUT-OF-DISTRICT TRAVEL**

Travel by District employees outside advisor the District in which the employee is stationed is permissible provided that it is authorized in advance by Administrator or the District's Board and does not exceed budgetary limitations. Advances or reimbursement for travel are based upon the most economical conveyance that is reasonably available. When private automobiles are used for travel, reimbursement is allowed on the basis of actual mileage traveled or tourist class air fare, whichever is less. The difference in cost between first- class air accommodations and less-than-first-class air accommodations is unallowable except when less-than-first-class air accommodations are not available.

In cases where a rental car is used, employees must choose the optional insurance coverage; the District will pay for the insurance cost.

District officials and employees who receive automobile allowances are provided these allowances for travel within the District. In the event one of these officials or employees is required to travel outside the District, he or she is entitled to reimbursement for actual expenses for such trip(s) provided the travel was authorized.

## **17.3 SUBSISTENCE EXPENSES**

Employees engaged in necessary and authorized travel in the conduct of District business will be reimbursed for actual costs of reasonable and documented expenses necessary to conduct the business for the District. Reimbursable subsistence expenses will generally be for food, registration, lodging, telephone calls, parking, tolls, taxi, and reasonable gratuities. Receipts or other documentation acceptable to the District treasurer must accompany any request for reimbursement.

## **17.4 PERSONAL VEHICLE**

Where use of a personal vehicle is judged to be the most reasonable means of transportation in the conduct of official District business, reimbursement will be at the same rate as the IRS allowable rate. Employees are expected to report the shortest distance between points of departure and

destinations for all travel. Travel between an employee's residence and the District office is not eligible for reimbursement.

### **17.5 EXPENSE REPORT**

As soon as an employee returns from a trip, or at least within one (1) week of the travel, he or she must complete an expense report form documenting any actual expenses incurred on the trip which were not prepaid directly by the District to the entity involved. The District will issue a reimbursement check to the employee for allowable out-of-pocket expenses. All reimbursements must be approved by the Administrator, with the consent of the District's Board, and must be within the District budget.

### **17.6 EXCEPTIONS**

Employees or officials who receive monthly automobile allowances are not eligible for per-mile reimbursement for travel within the District.

Employees who travel in a District-owned vehicle will be reimbursed for the documented actual cost of fuel, oil, or other expenses related to the safe operation of the vehicle. When two (2) or more officials or employees travel in a single automobile, only one (1) employee will receive per-mile or other automobile reimbursements.

Conference registration checks will be made out only to the organization sponsoring the conference.

### **17.7 PROHIBITED EXPENDITURES**

Costs of personal entertainment, spouse's expenses, amusements, social activities, alcoholic beverages, traffic citations, or illegal activities are not allowable for reimbursement.

## **18. Non-Disclosure, Confidentiality, HIPPA**

Please read and sign **Appendix "D"**. If you have any questions regarding this agreement, please ask them of your Supervisor **BEFORE** signing. You will receive a copy of the agreement for your own records.

## **19. ACKNOWLEDGEMENT OF RECEIPT OF PERSONNEL MANUAL**

Please read and sign **Appendix "E"**. If you have any questions regarding this agreement or the District's Personnel Policy, please ask them of the Administrator **BEFORE** signing.

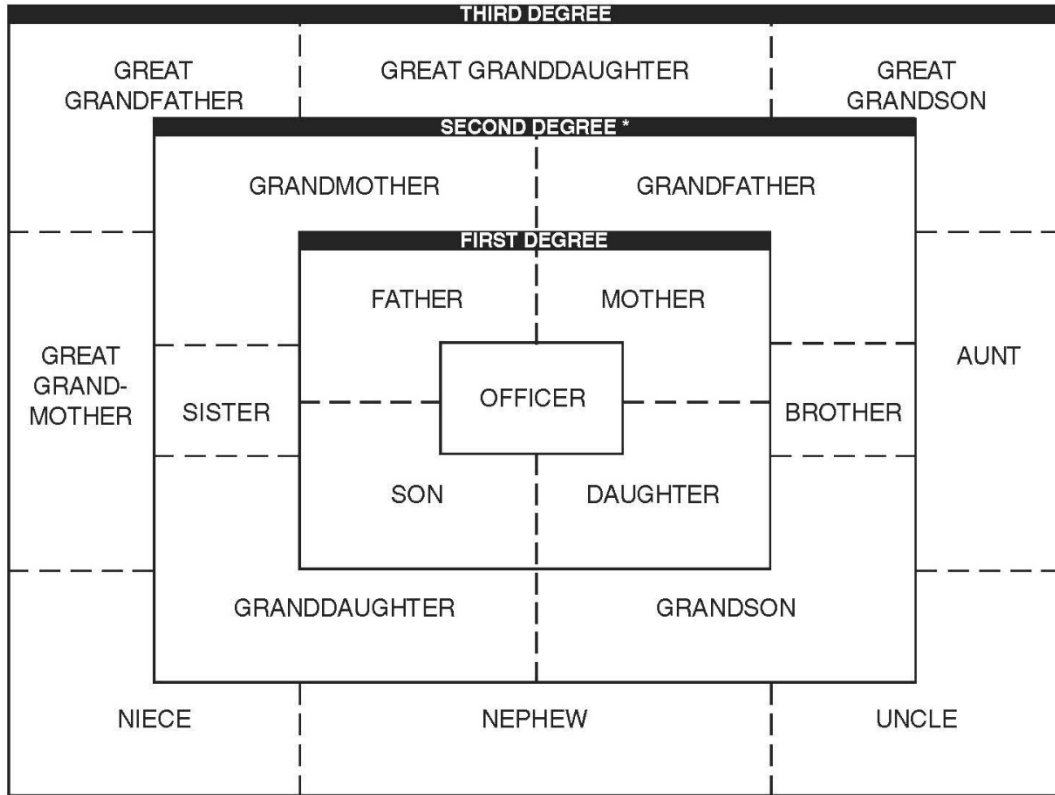
## **APPENDIX A**

### **Cell Phone Use**

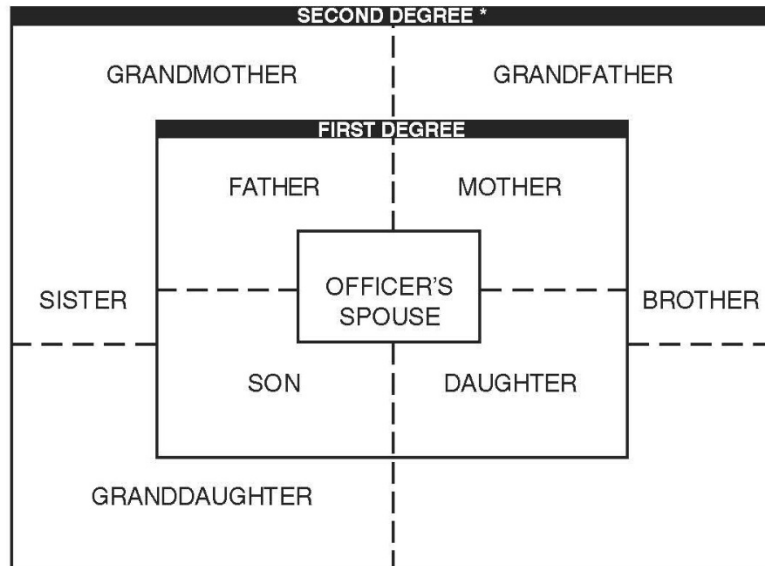
- A monthly allowance, of a set amount, will be paid to each eligible employee. Eligible employee is one (1) the District's Board approves to receive an allowance based on the approved tier list.
- No additional payments in excess of the pre-set monthly allowance established by the District's Board will be approved.
- All allowances will be taxed as ordinary income to the District employee and included in his/her regular payroll check.
- There will be an initial \$30.00 allowance to assist the employee in the purchase of a new phone on their new personal contract agreement. This is a one (1) time transaction and will require proof of purchase. District will not be responsible for replacement of any cellular equipment, of a private individual if lost, damaged or destroyed.
- The phone numbers of all subsidized phones will be placed on a list for official District business only!
- All supplemental payments for a cell phone will cease immediately upon termination of the employee or termination of the cell phone contract.
- No retroactive payments will be allowed. Users that are approved initially will start receiving the allowance as of the date approved by District's Board.
- The District District's Board is in no way obligated to anyone who signs a contractual agreement with a Wireless Vendor.
- All final decisions are under the authority of District's Board.

## APPENDIX B

### NEPOTISM CHARTS



**FIGURE 1 - CONSANGUINITY KINSHIP CHART**



**FIGURE 2 - AFFINITY KINSHIP CHART**

• Spouses of relatives within the first or second degree of consanguinity (i.e., son-in-law, mother-in-law, brother-in-law, sister-in-law, etc.) are also included in the prohibition. (*Legal Reference: V.T.C.S. Article 5996h.*)



## APPENDIX C

### Regular Duty Time Sheet

**Employee Name:** \_\_\_\_\_ **Workweek:** \_\_\_\_\_

| Day of the Week    | Date | Beg. Time (Hour/Min) | Mid-Day Stop Time (Hour/Min) | Mid-Day Start Time (Hour/Min) | Ending Time (Hour/Min) | Hours Worked | Amount & Type of Leave Used |
|--------------------|------|----------------------|------------------------------|-------------------------------|------------------------|--------------|-----------------------------|
| Monday             |      |                      |                              |                               |                        |              |                             |
| Tuesday            |      |                      |                              |                               |                        |              |                             |
| Wednesday          |      |                      |                              |                               |                        |              |                             |
| Thursday           |      |                      |                              |                               |                        |              |                             |
| Friday             |      |                      |                              |                               |                        |              |                             |
| Saturday           |      |                      |                              |                               |                        |              |                             |
| Sunday             |      |                      |                              |                               |                        |              |                             |
| <b>Total Hours</b> |      |                      |                              |                               |                        |              |                             |

#### Summary of Total Hours for the Week

|             | Regular | Extra-Curricular | Extra-Duty | Overtime | Leave | Total |
|-------------|---------|------------------|------------|----------|-------|-------|
| Total Hours |         |                  |            |          |       |       |

I hereby certify that this is a true and accurate representation of all hours that I have worked on behalf of the Board of Education during the designated workweek.

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

I hereby certify to the best of my knowledge that this is a true and accurate representation of all hours worked by this employee during the designated workweek.

**Supervisor's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Notes: Any changes must be initialed by both employee and supervisor.**

## APPENDIX D

### HIPAA EMPLOYEE CONFIDENTIALITY AGREEMENT

THIS AGREEMENT entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Winnie Stowell Hospital District known as the “District”, and \_\_\_\_\_, known as the “Employee”, and known collectively as the “Parties”, set forth the terms and conditions under which information created or received by or on behalf of this District (known collectively referred to as protected health information, or “PHI”) may be used or disclosed under State law and the Health Insurance Portability and Accountability Act of 1996 and updated through HIPAA Omnibus Rule of 2013 and will also uphold regulations enacted there under (hereafter “HIPAA”).

THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the Parties hereto, intending to be legally bound hereby, covenant and agree as follows:

**1. Confidential Information.** The Parties acknowledge that meaningful employment may or will necessitate disclosure of Confidential Information by this District to the Employee and use of Confidential Information by the Employee. The term “Confidential Information” includes, but is not limited to, PHI, any information about patients or other employees, any computer log-on codes or passwords, any patient records or billing information, any patient lists, any financial information about this District or its patients that is not public, any intellectual property rights of Practice, any proprietary information of Practice and any information that concerns this District’s contractual relationships, relates to this District’s competitive advantages, or is otherwise designated as confidential by this District.

**2. Disclosure.** Disclosure and use of Confidential Information includes oral communications as well as display or distribution of tangible physical documentation, in whole or in part, from any source or in any format (e.g., paper, digital, electronic, internet, social networks, magnetic or optical media, film, etc.). The Parties have entered into this Agreement to induce use and disclosure of Confidential Information and are relying on the covenants contained herein in making any such use or disclosure. This District, not the Employee, is the records owner under state law and the Employee has no right or ownership interest in any Confidential Information.

**3. Applicable Law.** Confidential Information will not be used or disclosed by the Employee in violation of applicable law, including but not limited to HIPAA Federal and State records owner statute; this Agreement; the Practice’s Notice of Privacy Practices, as amended; or other limitations as put in place by Practice from time to time. The intent of this Agreement is to ensure that the Employee will use and access only the minimum amount of Confidential Information necessary to perform the Employee’s duties and will not disclose Confidential Information outside this District unless expressly authorized in writing to do so by this District. All Confidential Information received (or which may be received in the future) by Employee will be held and treated by him or her as confidential and will not be disclosed in any manner whatsoever, in whole or in part, except as authorized by this District and will not be used other than in connection with the employment relationship.

**4. Log-on Code and Password.** The Employee understands that he or she will be assigned a log-on code or password by Practice, which may be changed as this District, in its sole discretion, sees fit. The Employee will not change the log-on code or password without this District's permission. Nor will the Employee leave Confidential Information unattended (e.g., so that it remains visible on computer screens after the Employee's use). The Employee agrees that his or her log-on code or password is equivalent to a legally-binding signature and will not be disclosed to or used by anyone other than the Employee. Nor will the Employee use or even attempt to learn another person's log-on code or password. The Employee immediately will notify this District's HIPAA Privacy Officer upon suspecting that his or her log-on code or password no longer is confidential. The Employee agrees that all computer systems are the exclusive property of Practice and will not be used by the Employee for any purpose unrelated to his or her employment. The Employee acknowledges that he or she has no right of privacy when using this District's computer systems and that his or her computer use periodically will be monitored by this District to ensure compliance with this Agreement and applicable law.

**5. Returning Confidential Information.** Immediately upon request by this District, the Employee will return all Confidential Information to this District and will not retain any copies of any Confidential Information, except as otherwise expressly permitted in writing signed by this District. All Confidential Information, including copies thereof, will remain and be the exclusive property of this District, unless otherwise required by applicable law. The Employee specifically agrees that he or she will not allow anyone working on their behalf or affiliated with the Employee in any way, use any or all of the Confidential Information for any purpose other than as expressly allowed by this Agreement. The Employee understands that violating the terms of this Agreement may, in this District's sole discretion, result in disciplinary action including termination of employment and/or legal action to prevent or recover damages for breach. Breach reporting is imperative.

**6. Breach.** The Parties agree that any breach of any of the covenants or agreements set forth herein by the Employee will result in irreparable injury to this District for which money damages are inadequate; therefore, in the event of a breach or an anticipatory breach, Practice will be entitled (in addition to any other rights and remedies which it may have at law or in equity, including monetary damages) to have an injunction without bond issued enjoining and restraining the Employee and/or any other person involved from breaching this Agreement.

**7. Binding Arrangement.** This Agreement shall be binding upon and endure to the benefit of all Parties hereto and to each of their successors, assigns, officers, agents, employees, shareholders and directors. This Agreement commences on the date set forth above and the terms of this Agreement shall survive any termination, cancellation, expiration or other conclusion of this Agreement unless the Parties otherwise expressly agree in writing.

**8. Governing Law.** The Parties agree that the interpretation, legal effect and enforcement of this Agreement shall be governed by the laws in the State of Texas and by execution hereof, each party agrees to the jurisdiction of the courts of the State. The Parties agree that any suit arising out of or in relation to this Agreement shall be brought in the county where this District's principal place of business is located.

**9. Severability.** If any provision under this Agreement shall be held invalid or unenforceable for

any reason, the remaining provisions and statements shall continue to be valid and enforceable.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have executed this Agreement on the date first above written, when signing below and after training on HIPAA Law with full understanding this agreement shall stand.

**Winnie Stowell Hospital District**

\_\_\_\_\_  
(Signature-Board President, Administrator, or Supervisor)

\_\_\_\_\_  
(Typed or Printed Name)

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

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

**Employee:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

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

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

## EMPLOYEE DOCUMENTATION OF HIPAA PRIVACY TRAINING

The Health Insurance Portability Act of 1996 (HIPAA) requires our privacy officer to train employees on our health information privacy policies and procedures to the HIPAA Omnibus Standards of 2013 which also includes HI-TECH and Protected Health Information (PHI), Electronic Protected Health Information (ePHI), and Electronic Health Records (EHR). All employees with treatment, payment or healthcare operations responsibilities, which allow access to protected health information, are trained with updates periodically as State and Federal mandates require. HIPAA also requires that we keep this documentation (that the training was completed) for six (6) years after the training.

I, the undersigned, do hereby certify that I have received, read, understood and agree to abide by this Healthcare Facilities HIPAA Policies and Operating Procedures.

**Employee's Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

## APPENDIX E

### ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

The Employee Personnel handbook contains important information about the District, and I understand that I should consult the District Manager regarding any questions not answered in the handbook. I am entered into my employment relationship with the District voluntarily and understand that there is no specified length of employment. Accordingly, either the District or I can terminate the relationship at will, at any time, with or without cause, and with or without advance notice.

I understand and agree that no person may enter into an employment agreement for any specified period of time or make any agreement contrary to the District's stated employment-at-will policy.

Since the information, policies, and benefits described herein are subject to change at any time, I acknowledge that revisions to the handbook may occur, except to the District's policy of employment-at-will. All such changes will be directly communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the District's Board has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I understand that this handbook is neither a contract of employment nor a legally-binding agreement. I have had an opportunity to read the handbook, and I understand that I may ask the District Manager any questions I might have concerning the handbook. I accept the terms of the handbook. I also understand that it is my responsibility to comply with the policies contained in this handbook, and any revisions made to it. I further agree that if I remain with the District following any modifications to the handbook, I thereby accept and agree to such changes.

I have received a copy of the District's Personnel Policy Handbook on the date listed below. I understand that I am expected to read the entire Policy. Additionally, I will sign the two (2) copies of this Acknowledgment of Receipt, retain one (1) copy for myself, and return one (1) copy to the District's representative listed below on the date specified. I understand that this form will be retained in my personnel file.

\_\_\_\_\_  
**Employee**

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