# **EXHIBIT "A-1"**

### Winnie-Stowell Hospital District Balance Sheet As of January 31, 2024

	Jan 31, 24
ASSETS	
Current Assets	
Checking/Savings 100 Prosperity Bank -Checking 102 First Financial Bank	481,924.23
102 FIRST FINANCIAL BANK 102b FFB #4846 DACA	8,488,681.29
102c FFB #7190 Money Market	9,303,900.65
102d FFB #7639 CD	8,200,000.00
Total 102 First Financial Bank	25,992,581.94
105 TexStar	740,248.71
108 Nursing Home Banks Combined	5,430,201.74
Total Checking/Savings	32,644,956.62
Other Current Assets	00.450.05
110 Sales Tax Receivable 114 Accounts Receivable NH	82,150.65 58,870,048.66
115 Hosp Uncomp Care Receivable	1,470,719.64
116 - A/R CHOW - LOC	3,807,676.98
117 NH - QIPP Prog Receivable	8,485,152.35
119 Prepaid IGT	18,592,632.88
Total Other Current Assets	91,308,381.16
Total Current Assets	123,953,337.78
Fixed Assets	
120 Equipment	140,654.96
121 Office Building	129,483.00
122 Highway 124 Property 123 Highway 124 Building	1,197,231.85 757,595.48
125 Accumulated Depreciation	-154,033.64
Total Fixed Assets	2,070,931.65
Other Assets 118.01 Prepaid NH Fees	11,275.00
Total Other Assets	11,275.00
TOTAL ASSETS	126,035,544.43
LIABILITIES & EQUITY Liabilities	
Current Liabilities	
Other Current Liabilities	
190 NH Payables Combined	5,400,490.61
201 NHP Accounts Payable	
COVID Relief Funds Payable 201 NHP Accounts Payable - Other	215,439.25 7,864,843.23
Total 201 NHP Accounts Payable	8,080,282.48
204 FFB Line of Credit	4,433,740.99
206 FFB Loan (11 Mth)	5,416,302.88
206 FFB Loan (11 Mth) (24)	15,421,032.78
235 Payroll Liabilities 240 Accounts Payable NH	3,859.52 56,660,471.79
·	
Total Other Current Liabilities	95,416,181.05
Total Current Liabilities	95,416,181.05
Total Liabilities	95,416,181.05

	Jan 31, 24
Equity	
300 Net Assets, Capital, net of	121,283.00
310 Net Assets-Unrestricted	11,219,913.13
315 Committed for Capital Proj	450,000.00
Retained Earnings	18,460,446.05
Net Income	367,721.20
Total Equity	30,619,363.38
TOTAL LIABILITIES & EQUITY	126,035,544.43

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Accrual Basis

#### Winnie-Stowell Hospital District Profit & Loss Budget vs. Actual

January 2024

_	Jan 24	Budget	\$ Over Budget	%of Budget
nary Income/Expense				
Income 400 Sales Tax Revenue	82,150.65	850,000.00	-767,849.35	9.7
405 Investment Income	34,829.06	150,000.00	-115,170.94	23.2
407 Rental Income	3,500.00	42,000.00	-38,500.00	8.3
409 Tobacco Settlement	0.00	15,000.00	-15,000.00	0.0
415 Nursing Home - QIPP Program	5,296,560.15	93,098,874.94	-87,802,314.79	5.7
Total Income	5,417,039.86	94,155,874.94	-88,738,835.08	5.8
aross Profit	5,417,039.86	94,155,874.94	-88,738,835.08	5.8
Expense 500 Admin				
501 Admin-Administative Salary	10,342.67	105,000.00	-94,657.33	9.9%
502 Admin-Administrative Assnt	1,785.00	35,000.00	-33,215.00	5.1%
503 Admin - Staff Incentive Pay 504 Admin-Administrative PR Tax	0.00 1,277.87	4,000.00 16,800.00	-4,000.00 -15,522.13	0.0% 7.6%
505 Admin-Administrative PR Tax	0.00	250.00	-15,522.13 -250.00	0.0%
515 Admin-Bank Service Charges	145.17	1,400.00	-1,254.83	10.4%
521 Professional Fees - Accntng	1,025.50	11,000.00	-9,974.50	9.3%
522 Professional Fees - Audit	0.00	30,000.00	-30,000.00	0.0%
523 Professional Fees - Legal	17,020.20	75,000.00	-57,979.80	22.7%
550 Admin-D&O / Liability Ins.	10,391.45	16,000.00	-5,608.55	64.9%
560 Admin-Cont Ed, Travel	0.00	5,250.00	-5,250.00	0.0%
562 Admin-Travel&Mileage Reimb. 569 Admin-Meals	18.34 281.40	2,500.00 1,500.00	-2,481.66 -1,218.60	0.7% 18.8%
570 Admin-District/County Prom	0.00	5,000.00	-5,000.00	0.0%
571 Admin-Office Supp. & Exp.	417.78	10,000.00	-9,582.22	4.2%
572 Admin-Web Site	0.00	1,000.00	-1,000.00	0.0%
573 Admin-Copier Lease/Contract	232.43	3,000.00	-2,767.57	7.7%
575 Admin-Cell Phone Reimburse	225.00	1,800.00	-1,575.00	12.5%
576 Admin-Telephone/Internet	284.06	3,500.00	-3,215.94	8.1%
577 - Admin Dues 591 Admin-Notices & Fees	0.00 351.96	1,895.00 4,000.00	-1,895.00	0.0% 8.8%
591 Admin-Notices & Fees	340.00	4,080.00	-3,648.04 -3,740.00	8.3%
593 Admin-Utilities	295.42	4,000.00	-3,704.58	7.4%
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	470.00	6,000.00	-5,530.00	7.8%
Total 500 Admin	44,904.25	352,575.00	-307,670.75	12.7
600 - IC Healthcare Expenses				
601 IC Provider Expenses				
601.01a IC Pmt to Hosp-Indigent	40,089.30 1,105.00	435,700.00 25,000.00	-395,610.70 -23,895.00	9.2% 4.4%
601.01b IC Pmt to Coastal (Ind) 601.01c IC Pmt to Thompson	1,339.57	18,000.00	-16,660.43	7.4%
601.02 IC Pmt to UTMB	0.00	300,000.00	-300,000.00	0.0%
601.03 IC Special Programs	0.00	000,000.00	000,000.00	0.070
601.03a Dental	680.00	24,000.00	-23,320.00	2.8%
601.03b IC Vision	220.00	1,500.00	-1,280.00	14.7%
601.04 IC-Non Hosp Cost-Other	667.44	35,000.00	-34,332.56	1.9%
601.05 IC - Chairty Care Prog	0.00	25,000.00	-25,000.00	0.0%
Total 601.03 IC Special Programs	1,567.44	85,500.00	-83,932.56	1.8%
601 IC Provider Expenses - Other	391.14			
Total 601 IC Provider Expenses	44,492.45	864,200.00	-819,707.55	5.1%
602 IC-WCH 1115 Waiver Prog	0.00	129,340.00	-129,340.00	0.0%
603 IC-Pharmaceutical Costs	3,626.18	56,650.00	-53,023.82	6.4%
605 IC-Office Supplies/Postage	0.00	2,000.00	-2,000.00	0.0%
611 IC-Indigent Care Dir Salary 612 IC-Payroll Taxes -Ind Care	3,466.66 24.27	45,000.00 5,125.00	-41,533.34 -5,100.73	7.7% 0.5%
613 IC-Contract Services	5,587.50	75,000.00	-69,412.50	7.5%
615 IC-Software	1,566.00	14,500.00	-12,934.00	10.8%
616 IC-Travel	10.88	600.00	-589.12	1.8%
617 Youth Programs				
617.01 Youth Counseling	255.00	25,000.00	-24,745.00	1.0%
617.02 Irlen Program	0.00	600.00	-600.00	0.0%
Total 617 Youth Programs	255.00	25,600.00	-25,345.00	1.0%
Total 600 - IC Healthcare Expenses	59,028.94	1,218,015.00	-1,158,986.06	4.8
620 WSHD - Grants 620.01 WCH/RMC				
620.01b WCH/RMC - Other	0.00	300,000.00	-300,000.00	0.0%
Total 620.01 WCH/RMC	0.00	300,000.00	-300,000.00	0.0%
620.03 WSVEMS	38,193.60	152,774.40	-114,580.80	25.0%
	22,077.13	253,693.56	-231,616.43	8.7%
620.05 East Chambers ISD 620.06 FQHC(Coastal)	83,483.58	1,001,803.00	-918,319.42	8.3%

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Net

Accrual Basis

### Winnie-Stowell Hospital District Profit & Loss Budget vs. Actual

January 2024

	Jan 24	Budget	\$ Over Budget	% of Budget
– 620.07 Marcelous Williams	19,397.50	77.590.00	-58,192.50	25.0%
620.08 Future Grants	0.00	209,139.04	-209,139.04	0.0%
620.09 Admin-Cont Ed-Med Pers.	870.76	5,000.00	-4,129.24	17.4%
Total 620 WSHD - Grants	164,022.57	2,000,000.00	-1,835,977.43	8.2%
630 NH Program				
630 NH Program-Mgt Fees	1,499,366.64	34,887,661.12	-33,388,294.48	4.3%
631 NH Program-IGT	2,641,549.61	43,153,006.29	-40,511,456.68	6.1%
632 NH Program-Telehealth Fees	24,813.83	300,870.04	-276,056.21	8.2%
633 NH Program-Acctg Fees	9,229.50	85,000.00	-75,770.50	10.9%
634 NH Program-Legal Fees	30,597.00	350,000.00	-319,403.00	8.7%
635 NH Program-LTC Fees	384,000.00	4,938,000.00	-4,554,000.00	7.8%
637 NH Program-Interest Expense	191,806.32	3,043,548.33	-2,851,742.01	6.3%
638 NH Program-Loan/Bank Fees	0.00	655,734.76	-655,734.76	0.0%
639 NH Program-Appraisal	0.00	96,000.00	-96,000.00	0.0%
Total 630 NH Program	4,781,362.90	87,509,820.54	-82,728,457.64	5.5%
674 - Property Acquisition	0.00	2,200,000.00	-2,200,000.00	0.0%
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%
675.03 - Clinic Property Ins	0.00	17,405.00	-17,405.00	0.0%
Total 675 HWY 124 Expenses	0.00	52,405.00	-52,405.00	0.0%
Total Expense	5,049,318.66	93,332,815.54	-88,283,496.88	5.4%
Net Ordinary Income	367,721.20	823,059.40	-455,338.20	44.7%
Other Income/Expense				
Other Income				
416 Nursing Home Operations	29,787,629.17			
Total Other Income	29,787,629.17			
Other Expense				
640 Nursing Home Oper. Expenses	29,787,629.17			
Total Other Expense	29,787,629.17			
Net Other Income	0.00			
Net Income	367,721.20	823.059.40	-455.338.20	44.7%

# Exhibit "A-2"

WSHD Treasurer's Report					
Reporting Date:	Wednesday, February	/ 21, 2024			
Pending Expenses	For	Amount	Funds Summary	Totals	
ndigent Healthcare Solutions	Inv #77279	\$1,566.00	Prosperity Operating (Unrestricted)	\$507,325.18	
Brookshire Brothers	Indigent Care	\$3,366.78	First Financial DACA (Unrestricted)	\$3,878,114.77	
Vilcox Pharmacy	Indigent Care	\$2,261.17	First Financial DACA (Restricted)	\$3,651,197.36	
JTMB at Galveston	Indigent Care (Nov & Dec)	\$5,746.12	First Financial Money Market	\$9,303,900.65	
TMB Faculty Group	Indigent Care (Nov & Dec)	\$3,127.34	TexStar (Restricted)	\$736,919.51	
hompson Outpatient Clinic	Indigent Care	\$1,185.35	FFB CD Balance	\$8,200,000.00	
oastal Gateway Health Center	Indigent Care	\$964.39	Total District Funds	\$26,277,457.47	
lliance Medical	Indigent Care	\$345.00	Less First Financial (Restricted)	(\$3,651,197.36)	
arrier Reef ER	Indigent Care	\$128.90	Less TexStar Reserve Account	(\$736,919.51)	
Vinnie Family Dental	SP Program	\$147.00	Less LOC Outstanding	(\$4,433,740.99)	
ayside Dental	SP Program	\$4,836.00	Less First Financial Money Market	\$0.00	
Dr June Stansky, Optometrist	SP Program	\$180.00	Less Committed Funds (See Total Committement)	(\$1,228,960.21)	
aba Therapy Svcs (Physio)	SP Program	\$282.63	Cash Position (Less First Financial Restricted)	\$20,660,380.39	
alos Counseling (Benjamin Odom)	Youth Counseling	\$510.00	Pending Expenses	(\$184,754.50)	
echnology Solutions of Tx	Inv #1843 & 1845	\$831.25	Ending Balance (Cash Position-Pending Expenses)	\$20,475,625.89	
braciela Chavez-Office Cleaning	Inv #965968	\$120.00	*Total Funds (Ending Balance+LOC Outstanding+QIPP Funds Outstanding+Outstanding Chow Loans)	\$29,857,807.93	
elipe Ojedia-Yard Service	Inv #1046	\$350.00	Prior Month		
enckenstein & Oxford	Inv #51008	\$31,700.00	Prosperity Operating (Unrestricted)	\$457,814.60	
lubert Oxford	Legal Retainer	\$1,000.00	First Financial (Unrestricted)	\$6,595,872.78	
lakayla Vidal	Inv #00044	\$10,692.50	First Financial (Restricted)	\$3,086,432.25	
merican Education Services	Grant S Stern-Student Loan	\$150.14	First Financial Money Market (Restricted)	\$9,272,485.67	
S Department of Education	Grant B Odom-Student Loan	\$760.62	TexStar (Restricted)	\$736,919.51	
oastal Gateway	Grant	\$83,483.58	FFB CD Balance	\$8,200,000.00	
all Render	Inv #604565	\$15,414.73	Total District Funds	\$28,349,524.81	
atricia Ojeda	Inv #3002 (Contract)	\$13,200.00	Less First Financial (Restricted)	(\$3,086,432.25)	
isaRae	Inv #1246	\$510.00	Less TexStar Reserve Account	(\$736,919.51)	
orch	Inv #2230801 (Membership Dues)	\$1,895.00	Less LOC Outstanding	(\$4,433,740.99)	
			Less First Financial Money Market (Restricted)	\$0.00	
			Less Committed Funds (See Total Committement)	(\$1,323,693.79)	
			Cash Position (Less First Financial Restricted)	\$23,202,479.26	
			Pending Expenses	(\$152,566.77)	
Total Pending Expenses:		\$184,754.50	Ending Balance (Cash Position-Pending Expenses)	\$23,049,912.49	
Total Tenning Expenses.		<i>\\</i> 104,754.50	Total Funds (Ending Balance+LOC Outstanding+QIPP Funds Outstanding+Committed Funds)	\$29,455,981.66	

First Finanical Bank Reconciliations					
FB Balance	\$7,529,312.13				
	<b>Restricted Funds</b>	Total Scheduled Payment	Balance Received	Balance Due	Due to District
cross Yr. 6 & 7, Component 1-IGT 12					
eptember (1st Half) - YR7	\$0.00	\$2,196,777.54	\$2,196,777.54	\$0.00	\$0.00
October (1st Half) - YR7	\$0.00	\$2,301,301.39	\$2,301,301.39	\$0.00	\$0.00
lovember (1st Half) - YR7	\$0.00	\$2,337,815.26	\$2,337,815.26	\$0.00	\$0.00
December (1st) - YR7	\$1,009,262.38	\$2,283,303.49	\$1,009,262.38	\$1,274,041.11	\$0.00
Total Component 1, IGT 11	\$1,009,262.38	\$9,119,197.68	\$7,845,156.57	\$1,274,041.11	\$0.00
1 Month Set Aside (FFB)					
october (1st Half)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
lovember (1st half)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
December (1st Half)	\$1,009,262.38	\$2,283,303.49	\$1,009,262.38	\$1,274,041.11	\$0.00
emainder to make minimum payment	\$796,171.91				
Total Loan Set Aside	\$1,805,434.29	\$2,283,303.49	\$1,009,262.38	\$1,274,041.11	\$0.00
	+-,		+-,	+-,	
r. 7, Component 2 (Public & Private)					
1-Comp. 2-September	\$419,089.52	\$598,699.31	\$598,699.31	\$0.00	\$155,630.26
1-Comp. 2-October	\$463,008.30	\$627,183.96	\$627,183.96	\$0.00	\$164,175.66
1-Comp. 2-November	\$470,632.44	\$638,075.58	\$638,075.58	\$0.00	\$167,443.14
2-Comp. 3-December	\$193,221.53	\$624,618.79	\$276,030.75	\$0.00	\$82,809.23
Total Component 2 due to MGRs.	\$1,352,730.26	\$2,488,577.64	\$2,139,989.60	\$0.00	\$487,249.07
(r. 6, Component 3 (Public & Private)					
(r. 7, Component 3 Q1 (Sept. to Nov.)	\$0.00	\$2,359,534.54	\$0.00	\$2,359,534.54	
Total Component 3 due to MGRs	\$0.00	\$0.00	\$0.00	\$2,359,534.54	\$0.00
-					
rr. 6, Component 4 (Public Only)	** **		40.00		** **
r. 7, Component 4 Q1 (Sept. to Nov.)	\$0.00	\$2,529,350.00	\$0.00 \$0.00	\$2,529,350.00	\$0.00
Total Component 4 due to MGRs	\$0.00	\$2,529,350.00	\$0.00	\$2,529,350.00	\$0.00
r. 6, Lapse Funds					
r. 7, Component Lapse Q1 (Sept. to Nov.)	\$0.00	\$1,905,314.14	\$0.00	\$1,905,314.14	\$0.00
Total Lapse Funds 4 due to MGRs	\$0.00	\$1,905,314.14	\$0.00	\$1,905,314.14	\$0.00
Variance Payments (Component 1, 2, 3, 4, and Laps	ing Funds)				
ariance September	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ariance October	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ariance November	(\$3,730.73)	(\$5,329.61)	(\$5,329.61)	\$0.00	(\$1,598.88)
arience Q1	\$0.00	(\$5,111.99)	\$0.00	(\$5,111.99)	\$0.00
arience December	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Variance Payment Totals	(\$3,730.73)	(\$10,441.60)	(\$5,329.61)	(\$5,111.99)	(\$1,598.88)

Adjustment Payments	A 10.2 22 22			+A	
IPP YR 6 Adjustment IPP YR 6 Reconciliation	\$486,636.54	\$973,273.08 (\$2,425,447,75)	\$973,273.08	\$0.00 (\$2,435,447,75)	\$486,636.54 \$0.00
	\$0.00	(\$2,435,447.75)	\$0.00	(\$2,435,447.75)	
Total Adjustment & Reconciliation Payment	\$486,636.54	(\$1,462,174.67)	\$973,273.08	(\$2,435,447.75)	\$486,636.54
on-QIPP Funds	\$10,127.00				
estricted nrestricted	\$3,651,197.36 \$3,878,114.77				
otal Funds	\$7,529,312.13	_			
Commitment	Total Initial Commitment	Committed Funds YTD Paid by District	Committed Balance		
. FOHC Grant Funding-2023		, i i i i i i i i i i i i i i i i i i i	Committed Balance		
с 0	\$1,001,803.00	\$166,967.16	\$834,835.84		
. Coastal Marketing Grant	\$276,040.00	\$54,688.93	\$221,351.07		
. WSVEMS Grant	\$152,774.40	\$38,193.60	\$114,580.80		
. Marcelous Williams	\$77,590.00	\$19,397.50	\$58,192.50		
Total Commitments	\$1,508,207.40	\$279,247.19	\$1,228,960.21		
		Hospital - DY 8 Repaymer	nt		_
	Amount Advanced by District	IC Repayment by RMC	Balance Owed by RMC		
June 28, 2023	\$147,856.73		\$147,856.73		
July 19, 2023 August 16, 2023	\$147,856.73 \$147,856.73		\$295,713.46 \$443.570.19		
September 20, 2023	\$147,856.73		\$591,426.92		
October 18, 2023	\$147,856.73	\$29,635.54	\$709,648.11		
November 15, 2023 December 20, 2023	\$147,856.73 \$147,856.73	\$51,690.12 \$37,938.73	\$805,814.72 \$915,732.72		
December 20, 2023 - state payoff	\$591,426.89	\$0.00	\$1,507,159.61		
January 17, 2024	\$0.00	\$34,294.40	\$1,472,865.21		
February 20, 2024	\$0.00	\$40,089.30 \$193,648.09	\$1,432,775.91 \$1,432,775.91		
	\$1,626,424.00	\$155,048.05	\$1,432,775.91		
	(	CHOW Interim Working Capit	al Loan		
	Total Loan Estimate	Amount Advanced	Line of Credit Remaining	Amount Paid Back to Date	Amount Due to District
Gulf Coast					
Gulf Coast - Copperas Cove	\$550,000.00	\$550,000.00	\$0.00	\$550,000.00	\$0.00
Gulf Coast - Corrigan Gulf Coast - Hemphill	\$800,000.00 \$550,000.00	\$800,000.00 \$550,000.00	\$0.00 \$0.00	\$800,000.00 \$550,000.00	\$0.00 \$0.00
Gulf Coast - Oak Village	\$550,000.00	\$550,000.00	\$0.00	\$550,000.00	\$0.00
Gulf Coast - Parkview	\$550,000.00	\$550,000.00	\$0.00	\$550,000.00	\$0.00
Gulf Coast - Winnie Gulf Coast - Clute	\$800,000.00 \$1,500,000.00	\$800,000.00 \$160,418.58	\$0.00 \$1,339,581.42	\$769,886.94 \$0.00	\$30,113.06 \$160,418.58
Gulf Coast - Creekside Village	\$1,500,000.00	\$128,252.65	\$1,371,747.35	\$0.00	\$128,252.65
Gulf Coast - Wells	\$1,500,000.00	\$174,294.20	\$1,325,705.80	\$0.00	\$174,294.20
Gulf Coast - Shepard Balance Owed by Gulf Coast	\$1,500,000.00	\$164,341.02	\$1,335,658.98	\$0.00	\$164,341.02
	\$9,800,000,00	\$4,427,306,45	\$5.372.693.55	\$3.769.886.94	\$657.419.51
·	\$9,800,000.00	\$4,427,306.45	\$5,372,693.55	\$3,769,886.94	\$657,419.51
·	<b>\$9,800,000.00</b> \$1,500,000.00	\$4,427,306.45 \$1,500,000.00	\$5,372,693.55 \$0.00	\$ <b>3,769,886.94</b> \$0.00	\$657,419.51 \$1,500,000.00
lealth Mark Group					
lealth Mark Group HMG -Treviso Balance Owed by Health Mark Group	\$1,500,000.00	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00
lealth Mark Group HMG -Treviso Balance Owed by Health Mark Group	\$1,500,000.00	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00
tealth Mark Group HMG - Treviso Balance Owed by Health Mark Group enior Living Properties (SLP) SLP - Coronado SLP - Paris	\$1,500,000.00 <b>\$1,500,000.00</b> \$1,500,000.00 \$1,500,000.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70	\$0.00 \$0.00 \$977,382.61 \$1,224,916.30	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,500,000.00 <b>\$1,500,000.00</b> \$522,617.39 \$275,083.70
Iealth Mark Group HMG - Treviso Balance Owed by Health Mark Group enior Living Properties (SLP) SLP - Coronado SLP - Paris SLP - Patestine	\$1,500,000.00 <b>\$1,500,000.00</b> \$1,500,000.00 \$1,500,000.00 \$1,500,000.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21	\$0.00 <b>\$0.00</b> \$977,382.61 \$1,224,916.30 \$1,205,382.79	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,500,000.00 <b>\$1,500,000.00</b> \$522,617.39 \$275,083.70 \$294,617.21
lealth Mark Group HMG - Treviso Balance Owed by Health Mark Group enior Living Properties (SLP) SLP - Coronado SLP - Paris SLP - Palestine SLP - Overton	\$1,500,000.00 <b>\$1,500,000.00</b> \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90	\$0.00 <b>\$0.00</b> \$977,382.61 \$1,224,916.30 \$1,205,382.79 \$1,253,822.10	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90
Iealth Mark Group HMG -Treviso Balance Owed by Health Mark Group Ienior Living Properties (SLP) SLP - Coronado SLP - Paris SLP - Palestine	\$1,500,000.00 <b>\$1,500,000.00</b> \$1,500,000.00 \$1,500,000.00 \$1,500,000.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21	\$0.00 <b>\$0.00</b> \$977,382.61 \$1,224,916.30 \$1,205,382.79	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,500,000.00 <b>\$1,500,000.00</b> \$522,617.39 \$275,083.70 \$294,617.21
lealth Mark Group HMG - Treviso Balance Owed by Health Mark Group enior Living Properties (SLP) SLP - Coronado SLP - Paris SLP - Palestine SLP - Overton SLP - Seabreeze Balance Owed by Senior Living Group	\$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42	\$0.00 \$0.00 \$977,382.61 \$1,224,916.30 \$1,253,822.10 \$936,474.58	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42
tealth Mark Group HMG - Treviso Balance Owed by Health Mark Group enior Living Properties (SLP) SLP - Coronado SLP - Paris SLP - Paris SLP - Patestine SLP - Overton SLP - Overton SLP - Seabreeze Balance Owed by Senior Living Group Caring - Oak Brook	\$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$7,500,000.00 \$1,500,000.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$1,902,021.62 \$193,090.13	\$0.00 \$0.00 \$977,382.61 \$1,224,916.30 \$1,205,382.79 \$1,253,822.10 \$936,474.58 \$5,597,978.38 \$1,306,909.87	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$1,902,021.62 \$193,090.13
tealth Mark Group HMG - Treviso Balance Owed by Health Mark Group enior Living Properties (SLP) SLP - Coronado SLP - Paris SLP - Paris SLP - Palestine SLP - Overton SLP - Seabreeze Balance Owed by Senior Living Group aring Caring - Oak Brook Caring - Gracy Woods	\$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$1,902,021.62 \$193,090.13 \$224,063.24	\$0.00 <b>\$0.00</b> \$977,382.61 \$1,224,916.30 \$1,205,382.79 \$1,253,822.10 \$936,474.58 <b>\$5,597,978.38</b> \$1,306,909.87 \$1,275,936.76	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,500,000.00 <b>\$1,500,000.00</b> \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 <b>\$1,902,021.62</b> \$193,090.13 \$224,063.24
tealth Mark Group HMG - Treviso Balance Owed by Health Mark Group enior Living Properties (SLP) SLP - Coronado SLP - Paris SLP - Paris SLP - Palestine SLP - Overton SLP - Overton SLP - Seabreeze Balance Owed by Senior Living Group aring Caring - Oak Brook Caring - Gracy Woods Balance Owed by Caring	\$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$7,500,000.00 \$1,500,000.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$1,902,021.62 \$193,090.13	\$0.00 \$0.00 \$977,382.61 \$1,224,916.30 \$1,205,382.79 \$1,253,822.10 \$936,474.58 \$5,597,978.38 \$1,306,909.87	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$1,902,021.62 \$193,090.13
ealth Mark Group HMG - Treviso Balance Owed by Health Mark Group enior Living Properties (SLP) SLP - Coronado SLP - Paris SLP - Paris SLP - Palestine SLP - Overton SLP - Seabreeze Balance Owed by Senior Living Group aring Caring - Oak Brook Caring - Gracy Woods Balance Owed by Caring iealth Services Managemnt (HSM)	\$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$1,902,021.62 \$193,090.13 \$224,063.24 \$417,153.37	\$0.00 \$0.00 \$977,382.61 \$1,224,916.30 \$1,205,382.79 \$1,253,822.10 \$936,474.58 \$5,597,978.38 \$1,306,909.87 \$1,275,936.76 \$2,582,846.63	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$1,902,021.62 \$193,090.13 \$224,063.24 \$417,153.37
tealth Mark Group HMG - Treviso Balance Owed by Health Mark Group enior Living Properties (SLP) SLP - Coronado SLP - Paris SLP - Paris SLP - Palestine SLP - Overton SLP - Overton SLP - Seabreeze Balance Owed by Senior Living Group aring Caring - Oak Brook Caring - Gracy Woods Balance Owed by Caring	\$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$1,902,021.62 \$193,090.13 \$224,063.24	\$0.00 <b>\$0.00</b> \$977,382.61 \$1,224,916.30 \$1,205,382.79 \$1,253,822.10 \$936,474.58 <b>\$5,597,978.38</b> \$1,306,909.87 \$1,275,936.76	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,500,000.00 <b>\$1,500,000.00</b> \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 <b>\$1,902,021.62</b> \$193,090.13 \$224,063.24
tealth Mark Group HMG - Treviso Balance Owed by Health Mark Group enior Living Properties (SLP) SLP - Coronado SLP - Paris SLP - Palestine SLP - Overton SLP - Seabreeze Balance Owed by Senior Living Group aring Caring - Oak Brook Caring - Oak Brook Caring - Oak Brook Caring - Gracy Woods Balance Owed by Caring tealth Services Managemnt (HSM) HSM - Conroe	\$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,000,000.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$1,902,021.62 \$193,090.13 \$224,063.24 \$417,153.37 \$360,809.35	\$0.00 \$0.00 \$977,382.61 \$1,224,916.30 \$1,253,822.79 \$1,253,822.10 \$936,474.58 \$5,597,978.38 \$1,306,909.87 \$1,275,936.76 \$2,582,846.63 \$639,190.65	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$1,902,021.62 \$193,090.13 \$224,063.24 \$417,153.37 \$360,809.35 \$219,682.81 \$379,716.78
Iealth Mark Group HMG - Treviso Balance Owed by Health Mark Group enior Living Properties (SLP) SLP - Coronado SLP - Paris SLP - Patestine SLP - Overton SLP - Seabreeze Balance Owed by Senior Living Group Caring - Oak Brook Caring - Gracy Woods Balance Owed by Caring Iealth Services Managemnt (HSM) HSM - Conroe HSM - Huntsville HSM - Huntsville HSM - Sugar Land	\$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,000,000.00 \$1,000,000.00 \$1,000,000.00 \$1,000,000.00 \$1,000,000.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$1,902,021.62 \$193,090.13 \$224,063.24 \$417,153.37 \$360,809.35 \$219,682.81 \$379,716.78 \$451,345.23	\$0.00 \$0.00 \$0.00 \$1,224,916.30 \$1,205,382.79 \$1,253,822.10 \$936,474.58 \$5,597,978.38 \$1,306,909.87 \$1,275,936.76 \$2,582,846.63 \$639,190.65 \$780,317.19 \$620,283.22 \$548,654.77	\$0.00 \$0	\$1,500,000.00 \$1,500,000.00 \$222,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$1,902,021.62 \$193,090.13 \$224,063.24 \$417,153.37 \$360,809.35 \$219,682.81 \$379,716.78 \$451,345.23
tealth Mark Group HMG - Treviso Balance Owed by Health Mark Group enior Living Properties (SLP) SLP - Coronado SLP - Paris SLP - Palestine SLP - Overton SLP - Seabreeze Balance Owed by Senior Living Group aring Caring - Oak Brook Caring - Oak Brook Caring - Oak Brook Caring - Gracy Woods Balance Owed by Caring Kealth Services Managemnt (HSM) HSM - Conroe HSM - Huntsville HSM - Richmond HSM - Sugar Land HSM - Beaumont	\$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,000,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,000	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$1,902,021.62 \$193,090.13 \$224,063.24 \$417,153.37 \$360,809.35 \$219,682.81 \$379,716.78 \$451,345.23 \$0.00	\$0.00 \$0.00 \$977,382.61 \$1,224,916.30 \$1,205,382.79 \$1,253,822.10 \$936,474.58 \$5,597,978.38 \$1,306,909.87 \$1,275,936.76 \$2,582,846.63 \$639,190.65 \$780,317.19 \$620,283.22 \$548,654.77 \$600,000.00	\$0.00 \$0	\$1,500,000.00 \$1,500,000.00 \$222,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$193,090.13 \$224,063.24 \$417,153.37 \$360,809.35 \$219,682.81 \$379,716.78 \$451,345.23 \$0.00
Iealth Mark Group HMG - Treviso Balance Owed by Health Mark Group enior Living Properties (SLP) SLP - Coronado SLP - Paris SLP - Paris SLP - Palestine SLP - Palestine SLP - Seabreze Balance Owed by Senior Living Group Caring Caring - Oak Brook Caring - Oak Brook Caring - Gracy Woods Balance Owed by Caring Health Services Managemnt (HSM) HSM - Conroe HSM - Huntsville HSM - Sugar Land HSM - Sugar Land HSM - Sugar Land HSM - Cleveland	\$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,000,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,000	\$1.500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$1,902,021.62 \$193,090.13 \$224,063.24 \$417,153.37 \$360,809.35 \$219,682.81 \$379,716.78 \$451,345.23 \$0.00 \$0.00	\$0.00 \$0.00 \$977,382.61 \$1,224,916.30 \$1,205,382.79 \$1,253,822.10 \$936,474.58 \$5,597,978.38 \$1,306,909.87 \$1,275,936.76 \$2,582,846.63 \$639,190.65 \$780,317.19 \$620,283.22 \$548,654.77 \$600,000.00 \$600,000.00	\$0.00 \$0.00	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$24,6177.90 \$563,525.42 \$193,090.13 \$224,063.24 \$417,153.37 \$360,809.35 \$219,682.81 \$379,716.78 \$451,345.23 \$0.00 \$0.00
tealth Mark Group HMG - Treviso Balance Owed by Health Mark Group enior Living Properties (SLP) SLP - Coronado SLP - Paris SLP - Paris SLP - Palestine SLP - Overton SLP - Seabreeze Balance Owed by Senior Living Group aring Caring - Oak Brook Caring - Oak Brook Caring - Oak Brook Caring - Gracy Woods Balance Owed by Caring Health Services Managemnt (HSM) HSM - Conroe HSM - Huntsville HSM - Richmond HSM - Sugar Land HSM - Beaumont	\$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,000,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,000	\$1,500,000.00 \$1,500,000.00 \$522,617.39 \$275,083.70 \$294,617.21 \$246,177,90 \$563,525.42 \$1,902,021.62 \$193,090.13 \$224,063.24 \$417,153.37 \$360,809.35 \$219,682.81 \$379,716.78 \$451,345.23 \$0.00	\$0.00 \$0.00 \$977,382.61 \$1,224,916.30 \$1,205,382.79 \$1,253,822.10 \$936,474.58 \$5,597,978.38 \$1,306,909.87 \$1,275,936.76 \$2,582,846.63 \$639,190.65 \$780,317.19 \$620,283.22 \$548,654.77 \$600,000.00	\$0.00 \$0	\$1,500,000.00 \$1,500,000.00 \$222,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$193,090.13 \$224,063.24 \$417,153.37 \$360,809.35 \$219,682.81 \$379,716.78 \$451,345.23 \$0.00
tealth Mark Group HMG - Treviso Balance Owed by Health Mark Group enior Living Properties (SLP) SLP - Coronado SLP - Paris SLP - Palestine SLP - Overton SLP - Seabreeze Balance Owed by Senior Living Group aring Caring - Oak Brook Caring - Gracy Woods Balance Owed by Caring tealth Services Managemnt (HSM) HSM - Conroe HSM - Huntsville HSM - Richmond HSM - Richmond HSM - Sear Land HSM - Cleveland HSM - Lawrence HSM - Liberty HSM - West Janisch	\$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,000,000.00 \$1,000,000.00 \$1,000,000.00 \$1,000,000.00 \$1,000,000.00 \$60	\$1,500,000.00 \$1,500,000.00 \$225,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$1,902,021.62 \$193,090.13 \$224,063.24 \$417,153.37 \$360,809.35 \$219,682.81 \$379,716.78 \$451,345.23 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$977,382.61 \$1,224,916.30 \$1,205,382.79 \$1,253,822.10 \$936,474.58 \$5,597,978.38 \$1,306,909.87 \$1.275,936.76 \$2,582,846.63 \$639,190.65 \$780,317.19 \$620,283.22 \$548,654.77 \$600,000.00 \$600,000.00 \$600,000.00 \$600,000.00 \$600,000.00 \$600,000.00	\$0.00 \$0.00	\$1,500,000.00 \$1,500,000.00 \$2522,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$193,090.13 \$224,063.24 \$417,153.37 \$360,809.35 \$219,682.81 \$379,716.78 \$451,345.23 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
ealth Mark Group HMG - Treviso Balance Owed by Health Mark Group enior Living Properties (SLP) SLP - Coronado SLP - Paris SLP - Paris SLP - Palestine SLP - Overton SLP - Seabreeze Balance Owed by Senior Living Group aring Caring - Oak Brook Caring - Oak Brook Caring - Gacy Woods Balance Owed by Caring ealth Services Managemnt (HSM) HSM - Conroe HSM - Huntsville HSM - Richmond HSM - Sugar Land HSM - Sugar Land HSM - Cleveland HSM - Cleveland HSM - Liberty	\$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,500,000.00 \$1,000,000.00 \$1,000,000.00 \$1,000,000.00 \$1,000,000.00 \$1,000,000.00 \$0,000.00 \$600,000.00 \$600,000.00 \$600,000.00	\$1,500,000.00 \$1,500,000.00 \$2275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$1,902,021.62 \$193,090.13 \$224,063.24 \$417,153.37 \$360,809.35 \$219,682.81 \$379,716.78 \$451,345.23 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$977,382.61 \$1,224,916.30 \$1,205,382.79 \$1,253,822.10 \$936,474.58 \$5,597,978.38 \$1,306,909.87 \$1,275,936.76 \$2,582,846.63 \$639,190.65 \$780,317.19 \$620,283.22 \$548,654.77 \$600,000.00 \$600,000.00 \$600,000.00 \$600,000.00	\$0.00 \$0.00	\$1,500,000.00 \$1,500,000.00 \$222,617.39 \$275,083.70 \$294,617.21 \$246,177.90 \$563,525.42 \$1,902,021.62 \$193,090.13 \$224,063.24 \$417,153.37 \$360,809.35 \$219,682.81 \$379,716.78 \$451,345.23 \$0.00 \$0.00 \$0.00 \$0.00

First Financial Bank-11 Month Outstanding Short Term Revenue Note-Loan 23 (Acct #57635) (June 2023-May 31, 2024) 1st Half of Year 7						
Annual Interest Rate: Years:	8.25% 1	Payments Per Year: Amount:	11 \$14,353,948.46	Origination Fee:	\$593,539.48	
Amoritization 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			(\$105,262.29)	(\$105,262.29)	\$14,353,948.46	
4-September 30, 2023			(\$105,262.29)	(\$105,262.29)	\$14,353,948.46	
5-October 31, 2023	\$2,190,268.00	(\$2,190,268.00)	(\$105,062.93)	(\$2,295,330.93)	\$12,163,680.46	
6-November 31, 2023 (September, Comp. 1)	\$2,111,652.43	(\$2,111,652.43)	(\$85,125.11)	(\$2,196,777.54)	\$10,052,028.03	
7-December 31, 2023 (October, Comp. 1)	\$2,308,421.58	(\$2,308,421.58)	(\$65,956.49)	(\$2,374,378.07)	\$7,743,606.45	
8-January 31, 2024 (November, Comp. 1)	\$2,327,303.57	(\$2,327,303.57)	(\$60,335.60)	(\$2,387,639.17)	\$5,416,302.88	
9-February 28, 2024 (December, Comp. 1)	\$1,805,434.29	(\$1,805,434.29)	(\$37,237.08)	(\$1,842,671.38)	\$3,610,868.59	
10 March 31, 2024 (January, Comp. 1)	\$1,805,434.29	(\$1,805,434.29)	(\$24,824.72)	(\$1,830,259.02)	\$1,805,434.29	
11-April 30, 2024 (February, Comp. 1)	\$1,805,434.29	(\$1,805,434.29)	(\$12,412.36)	(\$1,817,846.65)	\$0.00	
Amount Paid	\$14,353,948.46	(\$14,353,948.46)	(\$805,424.55)	(\$15,159,373.02)		

Annual Interest Rate:	8.25%	Payments Per Year:	11	Origination Fee:	\$154,210.00
Years:	1	Amount:	\$15,421,032.78		
Amoritization Table	Component Payment	Principle	Interest	Payment	Balance
1-December 31, 2023			(\$112,873.39)	(\$112,873.39)	\$15,421,032.78
2-January 31, 2024			(\$112,873.39)	(\$112,873.39)	\$15,421,032.78
3-February 28, 2024			(\$112,873.39)	(\$112,873.39)	\$15,421,032.78
4-March 31, 2024			(\$112,873.39)	(\$112,873.39)	\$15,421,032.78
5-April 30, 2024			(\$112,873.39)	(\$112,873.39)	\$15,421,032.78
6-May 31, 2024 (March, Comp. 1)	\$2,570,172.13	(\$2,570,172.13)	(\$112,873.39)	(\$2,683,045.52)	\$12,850,860.65
7-June 30, 2024 (April, Comp. 1)	\$2,570,172.13	(\$2,570,172.13)	(\$65,422.56)	(\$2,635,594.69)	\$10,280,688.52
8-July 31, 2024 (May, Comp. 1)	\$2,570,172.13	(\$2,570,172.13)	(\$52,338.05)	(\$2,622,510.18)	\$7,710,516.39
9-August 31, 2024 (June, Comp. 1)	\$2,570,172.13	(\$2,570,172.13)	(\$39,253.54)	(\$2,609,425.67)	\$5,140,344.26
10-September 30, 2024 (July, Comp. 1)	\$2,570,172.13	(\$2,570,172.13)	(\$26,169.03)	(\$2,596,341.16)	\$2,570,172.13
11-October 31, 2024 (August, Comp. 1)	\$2,570,172.13	(\$2,570,172.13)	(\$13,084.51)	(\$2,583,256.64)	\$0.00
Amount Paid	\$15,421,032.78	(\$15,421,032.78)	(\$873,508.03)	(\$16,294,540.81)	

	First Financial Bank - LOC					
Description	Total Amount Advanced	Total Paid Back	Total Amount Outstanding			
HMG Buyout - Treviso	\$306,028.74	\$0.00	\$306,028.74			
HMG Buyout - Gulf Pointe	\$305,916.97	\$0.00	\$305,916.97			
HMG Buyout - Arbrook Place	\$308,146.03	\$0.00	\$308,146.03			
HMG Buyout - Forum	\$322,163.59	\$0.00	\$322,163.59			
HMG Treviso CHOW Loan	\$1,500,000.00	\$0.00	\$1,500,000.00			
HSM CHOW Loans	\$739,236.09	\$0.00	\$739,236.09			
SLP CHOW Loans	\$884,161.70	\$0.00	\$884,161.70			
Caring CHOW Loans	\$68,087.87	\$0.00	\$68,087.87			
Total Outstanding LOC	\$4,433,740.99	\$0.00	\$4,433,740.99			

alance:	\$8,200,000.00	Principle Balance Owed	\$4,433,740.99		
nterest Rate:	5.60%	LOC Funds Available	\$3,766,259.01		
	Date	Balance	Interest	Principal Revd.	Payment
1	8/31/2023	\$1,542,255.33	\$0.00	\$0.00	\$0.00
2	9/30/2023	\$1,842,255.33	\$7,437.09	\$0.00	\$7,437.09
3	10/31/2023	\$1,842,255.33	\$8,997.10	\$0.00	\$8,997.10
4	11/30/2023	\$2,142,255.33	\$8,597.19	\$0.00	\$8,597.19
5	12/31/2023	\$2,442,255.33	\$13,177.11	\$0.00	\$13,177.11
6	1/31/2024	\$4,433,740.99	\$18,597.33	\$0.00	\$18,597.33
7	2/28/2024	\$4,433,740.99	\$20,001.10	\$0.00	\$20,001.10
8	3/31/2024	\$4,433,740.99	\$0.00	\$0.00	\$0.00
9	4/30/2024	\$4,433,740.99	\$0.00	\$0.00	\$0.00
Amount Paid		\$0.00	\$76,806.92	\$0.00	\$76,806.92

District's Investments	Balance	Interest Paid	Reporting Period	Paid this Reporting Period	Interest Paid to date
*CD at First Financial Bank Bank UPDATE	\$8,200,000.00	3.60%	2023	Paid Annually	\$0.00
Money Market-First Financial Bank	\$9,303,900.65	4.00%	January 2024	\$31,414.98	\$303,900.63
Texstar C.D. #1110	\$736,919.51	5.3378%	January 2024	3,325.69	\$36,079.55
O THE BEST OF MY KNOWLEDGE, THE	SE FIGURES IN THE WSDH				
Edward Murrell,			Robert "Bobby" Way		
Duoidont			Tassaran Annastra ant Off		

President Date:

\*Italics are Estimated amounts

Treasurer/Investment Officer

Date:

### Exhibit "A-3"

#### Winnie-Stowell Hospital District Bank Accounts Register As of January 17, 2024 to February 21, 2024

Туре	Date	Num	Name	Мето	Clr	Amount	Balance
100	Prosperity Bank	-Checking					462,136.41
Check Check	01/17/2024 01/17/2024	4095 4093	Indigent Healthcare Solutions, L Brookshire Brothers	Inv #77132 IC Batch Date 12.04.2023	X X	(1,566.00) (1,801.24)	460,570.41 458,769.17
Check	01/17/2024	4094	Wilcox Pharmacy	IC Batch Date 12.03.2023	Х	(1,824.94)	456,944.23
Check Check	01/17/2024 01/17/2024	4096 4097	Thompson Outpatient Clinic, LLC Coastal Gateway Health Center	IC Batch Date 12.11.2023 IC Batch Date 12.08.2023	X X	(1,339.57) (1,105.00)	455,604.66 454,499.66
Check	01/17/2024	4098	Winnie-Stowell Volunteer EMS	IC Batch Date 12.09.2023	Х	(667.44)	453,832.22
Check Check	01/17/2024 01/17/2024	4099 4100	Roussell Clement MD PA Winnie Family Dental	IC Batch Date 12.01.2023 IC SP Batch Date 12.08.2023	х	(140.53) (140.00)	453,691.69 453,551.69
Check	01/17/2024	4101	Bayside Dental	IC SP Batch Date 12.08.2023	х	(540.00)	453,011.69
Check Check	01/17/2024 01/17/2024	4102 4103	Dr. June Stansky, Optometrist \$25 Optical	IC SP Batch Date 12.08.2023 IC SP Batch Date 12.08.2023	X X	(120.00) (100.00)	452,891.69 452,791.69
Check Check	01/17/2024 01/17/2024	4104 4105	CABA Therapy Services dba Phy Kalos Counseling	IC SP Batch Date 12.10.2023 IC YC Batch Date 12.02.2023	X X	(250.61) (255.00)	452,541.08 452,286.08
Check	01/17/2024	4106	Technology Solutions of Texas,	Inv #1836	х	(95.00)	452,191.08
Check Check	01/17/2024 01/17/2024	4107 4108	Felipe Ojeda Graciela Chavez	Inv #1045 Inv #965967	X X	(350.00) (120.00)	451,841.08 451,721.08
Check	01/17/2024	4109	Benckenstein & Oxford	Inv #50955 (Nov 2023)	х	(30,597.00)	421,124.08
Check Check	01/17/2024 01/17/2024	4110 4111	Hubert Oxford Makayla Vidal	Legal Retainer Inv #00039	X X	(1,000.00) (10,255.00)	420,124.08 409,869.08
Check	01/17/2024	4112	American Education Services	92 5529 5461 S Stern	х	(150.14)	409,718.94
Check Check	01/17/2024 01/17/2024	4113 4118	US Department of Education Coastal Gateway Health Center	Acct #1778777792-1 B Odom Grant (1 of 12)	X X	(720.62) (83,483.58)	408,998.32 325,514.74
Check	01/17/2024	4117	Hometown Press	Inv #4053	X X	(235.00)	325,279.74
Check Check	01/17/2024 01/17/2024	4116 4115	Funcion 4-Lease fka Star Graph Patrica Ojeda	Acct #3A0064 Inv #1091702 Inv #3001	х	(9.67) (5,587.50)	325,270.07 319,682.57
Check Check	01/17/2024 01/17/2024	4114	Hall Render Killian Heath & Ly Funcion 4-Lease fka Star Graph	Inv #601289 ACH, Withdrawal, Processed	X X	(16,020.20) (222.76)	303,662.37 303,439.61
Check	01/17/2024		Specturm/Time Warner Cable	ACH, Withdrawal, Processed	Х	(284.06)	303,155.55
Deposit Check	01/19/2024 01/23/2024	4119	Winnie-Stowell Volunteer EMS	Memo:AchBatch Winnie-Stowell HCCD 1611500560 Payee:AchBatch Grant-remaining balance 2024 qtr 1 pmt	Х	200,000.00 (11,250.00)	503,155.55 491,905.55
Check	01/26/2024	4115	IRS	ACH, Withdrawal, Processed	х	(154.59)	491,750.96
Check Liability (	01/29/2024 C 01/30/2024		Prosperity Bank (CC) QuickBooks Payroll Service	ACH, Withdrawal, Processed Created by Payroll Service on 01/26/2024	X X	(721.14) (5,253.67)	491,029.82 485,776.15
Liability C	C 01/30/2024		QuickBooks Payroll Service	Created by Payroll Service on 01/26/2024	х	(796.51)	484,979.64
Liability C Paycheck		DD1324	QuickBooks Payroll Service Norris, Sherrie	Created by Payroll Service on 01/26/2024 Direct Deposit	X X	(3,140.29)	481,839.35 481,839.35
Paycheck	01/31/2024	DD1325	Walters, Reagan D	Direct Deposit	Х		481,839.35
Paycheck Paycheck		DD1326 DD1327	Carlo, Victoria M Jordan, Carson T	Direct Deposit Direct Deposit	X X		481,839.35 481,839.35
Deposit	01/31/2024		Prosperity Bank	Deposit, Processed	x	84.88	481,924.23
Liability C Liability C			QuickBooks Payroll Service QuickBooks Payroll Service	Created by Payroll Service on 02/09/2024 Created by Payroll Service on 02/09/2024		(3,142.92) (760.60)	478,781.31 478,020.71
Paycheck	02/15/2024	DD1328	Carlo, Victoria M	Direct Deposit	X		478,020.71
Paycheck Paycheck		DD1329 DD1330	Jordan, Carson T Walters, Reagan D	Direct Deposit Direct Deposit	X X		478,020.71 478,020.71
Check Check	02/21/2024 02/21/2024	To Print To Print	Winnie Stowell Hospital District Indigent Healthcare Solutions, L	FFB Opening Deposits 5 HSM NHs Inv #77279		(1,000.00) (1,566.00)	477,020.71 475,454.71
Check	02/21/2024	To Print	Brookshire Brothers	IC Batch Date 01.04.2024		(3,366.78)	472,087.93
Check Check	02/21/2024 02/21/2024	To Print To Print	Wilcox Pharmacy UTMB at Galveston	IC Batch Date 01.03.2024 Nov & Dec Invoices		(2,261.17) (5,746.12)	469,826.76 464,080.64
Check	02/21/2024	To Print	UTMB Faculty Group Practice	Nov & Dec Invoices		(3,127.34)	460,953.30
Check Check	02/21/2024 02/21/2024	To Print To Print	Thompson Outpatient Clinic, LLC Coastal Gateway Health Center	IC Batch Date 01.11.24 Batch Date 1/11/2024		(1,185.35) (964.39)	459,767.95 458,803.56
Check	02/21/2024	To Print	Alliance Medical Services	Batch Date 1/10/2024		(345.00)	458,458.56
Check Check	02/21/2024 02/21/2024	To Print To Print	Barrier Reef Energency Physican Winnie Family Dental	Batch Date 1/01/2024 IC SP Batch Date 01.08.2024		(128.90) (147.00)	458,329.66 458,182.66
Check	02/21/2024	To Print	Bayside Dental	Batch Date 01/08/2024		(4,836.00)	453,346.66
Check Check	02/21/2024 02/21/2024	To Print To Print	Dr. June Stansky, Optometrist CABA Therapy Services dba Phy	Batch Date 01/08/2024 Batch Date 01/10/2024		(180.00) (282.63)	453,166.66 452,884.03
Check	02/21/2024	To Print	Kalos Counseling	Batch Date 01/02/2024		(510.00)	452,374.03
Check Check	02/21/2024 02/21/2024	To Print To Print	Technology Solutions of Texas, Graciela Chavez	Inv#'s 1845 & 1843 Inv# 965968		(831.25) (120.00)	451,542.78 451,422.78
Check Check	02/21/2024 02/21/2024	To Print To Print	Felipe Ojeda Benckenstein & Oxford	Inv# 1046 Inv# 51008		(350.00) (31,700.00)	451,072.78 419,372.78
Check	02/21/2024	To Print	Hubert Oxford	Legal Retainer via Letter		(1,000.00)	418,372.78
Check Check	02/21/2024 02/21/2024	To Print To Print	Makayla Vidal American Education Services	Inv# 00044 Grant S Stern- Student Loan		(10,692.50) (150.14)	407,680.28 407,530.14
Check	02/21/2024	To Print	US Department of Education	Acct #1778777792-1 Odom, B		(760.62)	406,769.52
Check Check	02/21/2024 02/21/2024	To Print To Print	Coastal Gateway Health Center Hall Render Killian Heath & Ly	Grant Pmt 2 of 12 Inv# 604565		(83,483.58) (15,414.73)	323,285.94 307,871.21
Check	02/21/2024	To Print	Patrica Ojeda	Inv# 3002		(13,200.00)	294,671.21
Check Check	02/21/2024 02/21/2024	To Print To Print	Lisa Rae LLC TORCH	Inv# 1246 Inv# 2230801 (Membership Dues)		(510.00) (1,895.00)	294,161.21 292,266.21
Check	02/26/2024	Pendiing	Prosperity Bank (CC)	2704		(1,948.40)	290,317.81
Check Check	03/05/2024 03/05/2024	Pending Pending	ECISD Riceland Medical Center	Memo:Draft, Withdrawal, Processed Memo:Draft, Withdrawal, Processed		(22,077.13) (340.00)	268,240.68 267,900.68
Total	100 Prosperity Ba	ank -Checking				(194,235.73)	267,900.68
						(191,200.10)	
	First Financial Ba						18,954,790.70 9,682,305.03
102 Check	2b FFB #4846 DA( 01/17/2024	UA		Memo:Transfer from DDA Acct No. 1110214838-D Payee:Transfer from	х	360,262.40	9,682,305.03 10,042,567.43
Deposit	01/18/2024			ACH Winnie Stowell CCD 3261485	х	1,195,515.44	11,238,082.87
Deposit Check	01/19/2024 01/19/2024			Memo:AchBatch Winnie-Stowell HCCD 1611500560 Payee:AchBatch Memo:Transfer from DDA Acct No. 1110214838-D Payee:Transfer from	X X	(200,000.00) 205,888.38	11,038,082.87 11,243,971.25
Check	01/23/2024			Memo:Transfer from DDA Acct No. 1110214838-D Payee:Transfer from Memo:Transfer from DDA Acct No. 1110214838-D Payee:Transfer from	X X	364,448.67 149,556.42	11,608,419.92 11,757,976.34
Check Check	01/24/2024 01/25/2024			Memo: Iransier from DDA Acct No. 1110214838-D Payee: Iransier from	Х	(672,805.16)	11,085,171.18
Check Check	01/31/2024 01/31/2024	Pending	First Financial Bank First Financial Bank	11 mth Loan Principle & Interest Due RLOC Interest	X X	(1,998,065.56) (18,597.33)	9,087,105.62 9,068,508.29
Check	01/31/2024		First Financial Bank	FFB Ln IGT 17 Interest	х	(112,873.39)	8,955,634.90
Check Check	01/31/2024 01/31/2024			Transfer from XXX4846 to XXX7635: Conf #:20496373 AchBatch To NH Holding-incentive funds	X X	(389,573.61) (77,380.00)	8,566,061.29 8,488,681.29
Check	02/01/2024		LTC Group	AchBatch Winnie-Stowell HCCD 1611500560	Μ	(384,000.00)	8,104,681.29
Check Deposit	02/02/2024 02/02/2024		Tx Comptroller	TEXNET STATE COMPTRLR CCD 08038599/40201 ACH Winnie Stowell CCD 3347168	M M	(35,041.58) 114,984.13	8,069,639.71 8,184,623.84
Deposit	02/02/2024			ACH Winnie Stowell CCD 3347153	Μ	150,230.88	8,334,854.72
Deposit Deposit	02/02/2024 02/08/2024			ACH Winnie Stowell CCD 3347170 Transfer from DDA Acct No. 1110214838-D	M M	186,732.65 379,054.81	8,521,587.37 8,900,642.18
Check	02/08/2024			Outbound Domestic Wire - Manua GRACY WOODS SNF LLC Outbound Domestic Wire - Manua WHITEHOUSE HEALTHCARE L	M M	(174,312.66)	8,726,329.52
Check Check	02/08/2024 02/08/2024			Outbound Domestic Wire - Manua HEALTH SERVICES MANAGEM	М	(174,752.84) (672,318.08)	8,551,576.68 7,879,258.60
Check Check	02/08/2024 02/08/2024			Outbound Domestic Wire - Manua MCD-UPL	M M	(1,017,859.92) (25.00)	6,861,398.68 6,861,373.68
Check	02/08/2024				Μ	(25.00)	6,861,348.68
Check Check	02/08/2024 02/08/2024				M M	(25.00) (25.00)	6,861,323.68 6,861,298.68
Deposit	02/09/2024			Transfer from DDA Acct No. 1110214838-D	Μ	10,127.00	6,871,425.68
Check	02/14/2024			Outbound Domestic Wire - Manua CREEKSIDE VILLAGE HEALT	М	(128,252.65)	6,743,173.03

#### Winnie-Stowell Hospital District Bank Accounts Register As of January 17, 2024 to February 21, 2024

Туре	Date Num Name		Name	Memo	Amount	Balance	
Check	02/14/2024			Outbound Domestic Wire - Manua CLUTE LTC PARTNERS INC.	М	(160,418.58)	6,582,754.45
Check	02/14/2024			Outbound Domestic Wire - Manua SHEPHERD LTC PARTNERS I	M	(164,341.02)	6,418,413.43
Check	: 02/14/2024 C			Outbound Domestic Wire - Manua WELLS LTC PARTNERS INC	M	(174,294.20)	6,244,119.23
Check	02/14/2024				M	(25.00)	6,244,094.23
Check	02/14/2024				M	(25.00)	6,244,069.23
Check	02/14/2024				M	(25.00)	6,244,044.23
Check	02/14/2024				M	(25.00)	6,244,019.23
Deposit	Deposit 02/15/2024		Transfer from DDA Acct No. 1110214838-D	М	1,285,293.13	7,529,312.36	
Total	102b FFB #4846	DACA				(2,152,992.67)	7,529,312.36
102c	FFB #7190 Mon	ev Market					9,272,485.67
Deposit	01/31/2024			Interest	х	31,414.98	9,303,900.65
Total	102c FFB #7190	Money Market				31,414.98	9,303,900.65
Total 10	2 First Financial	Bank				(2,121,577.69)	16,833,213.01
TOTAL						(2,315,813.42)	17,101,113.69

# Exhibit "B"



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

### **02.21.24 WSHD Regular Board Meeting Indigent Care Report**

### 1) Active Client Count:

- a) Indigent Clients: 101–UP by 16 from 85 in DEC
  - 36 Apps, [17 Renewals, 7 Previous, 5 New, and 2 ER Referrals]
  - 29 Approved [17 Renewals, 7 Previous, 5 New, and 0 ER Referrals]
  - 0 Withdrew / 3 Denied / 4 Incomplete / 0 Pending
- b) Youth Counseling: 5 UP by 1 from 4 in DEC
- c) Irlen Services: 0 the same since OCT 2022
- d) Dental: 8 clients used their benefit in JAN (2 Patients Received Full Dentures)
- e) Vision Services: 3 clients used their benefit in JAN

#### 2) Riceland Hospital & Clinics:

The JAN charges were UP by \$15.5 K from \$65.6 K to \$81.1 K. Significant Increase in CT Scans from 9k to 25k.

### 3) UTMB Hospital & Clinics:

UTMB JAN charges included NOV & DEC billing together for a total of 60.5k & we paid 9k. There were NO Surgeries, Procedures ER Visits, or In-Patient Stays

#### **Our over-all YTD expenditure Charts:**

We have expended 6% of the overall Indigent Care Budget

- **10%** of the Pharmacy budget
- **9%** of the Riceland budget
- 3% of the UTMB budget
- 2% of the Youth Counseling budget

- **12%** of the Vision budget
- **21%** of the Dental budget
- **7%** of the Thompson Outpatient Clinic budget



#### WINNIE STOWELL HOSPITAL DISTRICT

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



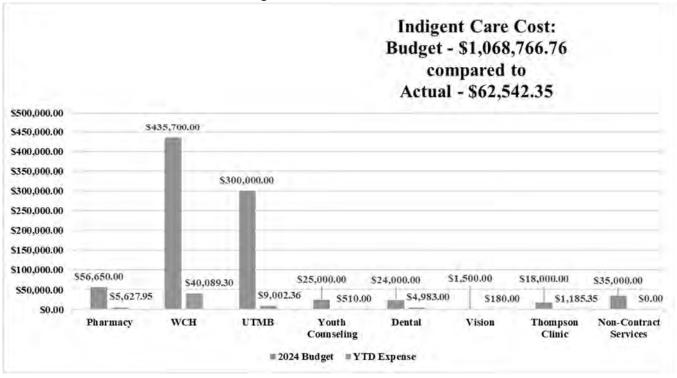
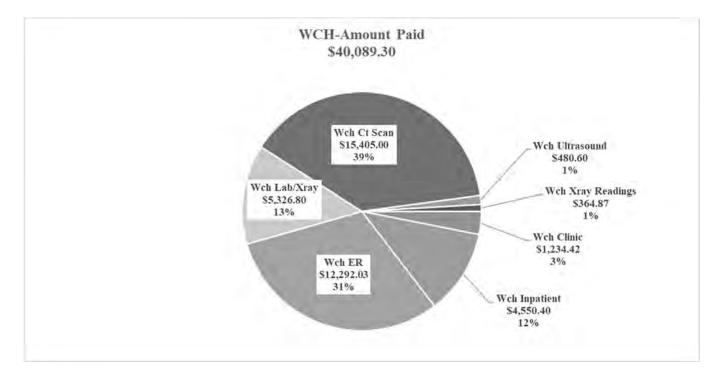


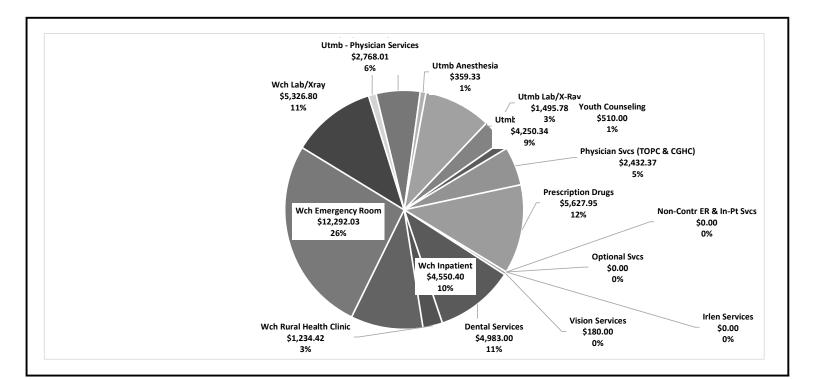
CHART 2: 2024 WCH Services Breakdown



#### WSHD Indigent Care Director Report Jan-Dec 2024 YTD Expenditures Worksheet

	1	December		202	3 Year To Date EN	D		January	
					Total Unduplicated	Average			
Indigent Clients:	Indigent Clients			Clients Enrolled		96	Indigent Clients		
Youth Counseling:	Youth Counseling:		I	YC Enrolled:	27	16	Youth Counseling		
Irlen Services:	Irlen Services:	0		IS Enrolled:	0	0	Irlen Services	0	
PROVIDER TOTALS Pharmacy	Billed Amount	Contracted Rate	e Actually Paid	Billed Amount	Contracted Rate	Actually Paid	Billed Amount	Contracted Rate	Actually Paid
Brookshire Brothers Pharmacy Corp	\$2,069.66	\$2,069.66	\$1,801.24	\$41,300.67	\$38,232.94	\$33,643.87	\$3,575.45	\$3,366.78	\$3,366.78
Wilcox Pharmacy	\$1,824.94	\$1,824.94	\$1,824.94	\$20,543.09	\$20,516.25	\$20,480.75	\$2,261.17	\$2,261.17	\$2,261.17
ADJUSTMENTS-Refunds/Credits				YTD Refunds/Credit	ts	(\$39.90)	Brookshire Brothers	Credit Adjustment	
Pharmacy Totals	\$3,894.60	\$3,894.60	\$3,626.18	\$61,843.76	\$58,749.19	\$54,124.62	\$5,836.62	\$5,627.95	\$5,627.95
Winnie Community Hospital									
WCH Clinic	\$2,514.00	\$1,122.20	\$1,122.20	\$51,906.04	\$21,167.02	\$21,167.02	\$2,364.00	\$1,234.42	\$1,234.42
WCH Observation	¢22.202.00	\$11.0 <i>C</i> <b>2</b> .5C	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCH ER WCH Lab/Xray	\$22,302.00 \$21,152.00	\$11,863.56 \$12,691.20	\$11,863.56 \$12,691.20	\$344,599.00 \$272,107.00	\$174,801.80 \$159,567.60	\$174,801.80 \$159,567.60	\$24,768.00 \$8,878.00	\$12,292.03 \$5,326.80	\$12,292.03 \$5,326.80
WCH Lab/Alay WCH CT Scan	\$9,193.00	\$5,515.80	\$5,515.80	\$137,363.00	\$77,412.60	\$139,307.00	\$25,675.00	\$15,405.00	\$15,405.00
WCH Optional Services (Infusion)	\$525.00	\$92.56	\$92.56	\$7,522.00	\$1,303.91	\$1,303.91	\$0.00	\$0.00	\$0.00
WCH Xray (MRI)	\$3,738.00	\$158.78	\$158.78	\$67,284.00	\$3,116.86	\$3,116.86	\$8,293.00	\$435.18	\$435.18
WCH Lab/Xray Reading	\$1,889.00	\$255.30	\$255.30	\$20,790.00	\$2,906.39	\$2,906.39	\$2,711.00	\$364.87	\$364.87
WCH Inpatient	\$3,548.00	\$2,128.80	\$2,128.80	\$53,408.00	\$35,741.60	\$35,741.60	\$7,584.00	\$4,550.40	\$4,550.40
WCH Physical Therapy	\$0.00	\$0.00	\$0.00	\$21,032.00	\$12,619.20	\$12,619.20	\$0.00	\$0.00	\$0.00
WCH Ultrasound	\$777.00	\$466.20	\$466.20	\$15,477.00	\$8,890.84	\$8,890.84	\$801.00	\$480.60	\$480.60
WCH Totals	\$65,638.00	\$34,294.40	\$34,294.40	\$991,488.04	\$497,527.82	\$497,527.82	\$81,074.00	\$40,089.30	\$40,089.30
ADJUSTMENTS-Refunds/Credits	Credit Adjustment			YTD Credit Adjustm	ents	\$0.00	Credit Adjustment		
Balance on Contracted Amount (Lump Sum Payment of \$288,370.10)		(\$209,157.72)			(\$209,157.72)			\$248,280.80	
UTMB									
UTMB Physician Services	\$0.00	\$0.00	\$0.00	\$120,687.00	\$28,764.79	\$28,764.79	\$14,774.00	\$2,768.01	\$2,768.01
Barrier Reef (UTMB ER Physician)	\$0.00	\$0.00	\$0.00	\$20,378.00	\$582.29	\$582.29	\$2,397.00	\$128.90	\$128.90
UTMB Anesthesia	\$0.00	\$0.00	\$0.00	\$18,940.00	\$11,523.65	\$11,523.65	\$640.00	\$359.33	\$359.33
UTMB In-Patient	\$0.00	\$0.00	\$0.00	\$160,465.80	\$52,486.47	\$52,486.47	\$0.00	\$0.00	\$0.00
UTMB Outpatient	\$0.00	\$0.00	\$0.00	\$791,040.83	\$134,041.93	\$134,041.93	\$34,414.71	\$4,250.34	\$4,250.34
UTMB Lab&Xray	\$0.00	\$0.00	\$0.00	\$63,770.83	\$12,282.46	\$12,282.46	\$8,234.00	\$1,495.78	\$1,495.78
CHARITY CARE @ UTMB ADJUSTMENTS-Refunds/Credits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 (\$8,615.24)	\$0.00	\$0.00	\$0.00
UTMB Totals	\$0.00	\$0.00	\$0.00	YTD Refunds/Credit \$1,175,282.46	\$239,681.59	\$239,681.59	UTMB FGP & UTM \$60,459.71	\$9,002.36	\$9,002.36
Local Community Clinics (601.04)									
Coastal Gateway Health Clinic	\$2,342.27	\$1,020.00	\$1,020.00	\$2,547.97	\$1,105.00	\$1,105.00	\$1,929.77	\$964.39	\$964.39
Physio Physical Therapy	\$496.00	\$250.61	\$250.61	\$496.00	\$250.61	\$250.61	\$780.00	\$282.63	\$282.63
Thompson Outpatient Clinic	\$5,860.00	\$1,339.57	\$1,339.57	\$70,891.00	\$18,153.72	\$18,153.72	\$4,692.00	\$1,185.35	\$1,185.35
Local Community Clinics	\$8,698.27	\$2,610.18	\$2,610.18	\$73,934.97	\$19,509.33	\$19,509.33	\$7,401.77	\$2,432.37	\$2,432.37
Non-Contracted Emergency Services (601.04)									
Non-Contract ER & In-Pt Services	\$355.00	\$140.53	\$140.53	\$233,250.34	\$45,429.32	\$45,429.32	\$12,467.25	\$0.00	\$0.00
Winnie-Stowell EMS	\$2,330.67	\$667.44	\$667.44	\$13,908.64	\$3,476.84	\$3,476.84	\$0.00	\$0.00	\$0.00
Non-Contract Services Totals	\$2,685.67	\$807.97	\$807.97	\$247,158.98	\$48,906.16	\$48,906.16	\$12,467.25	\$0.00	\$0.00
Youth Counseling Benjamin Odom	\$255.00	\$255.00	\$255.00	\$5,610.00	\$5,610.00	\$5,610.00	\$510.00	\$510.00	\$510.00
Benjamin Odom Nicki Holtzman	\$255.00 \$0.00	\$255.00 \$0.00	\$255.00 \$0.00	\$3,400.00	\$3,400.00	\$3,400.00	\$0.00	\$0.00	\$510.00 \$0.00
Youth Counseling Totals	\$255.00	\$0.00 \$255.00	\$0.00 \$255.00	\$9,775.00	\$3,400.00 <b>\$9,775.00</b>	\$3,400.00 \$9,775.00	\$510.00	\$0.00 \$510.00	\$0.00 \$510.00
Irlen Services									
Nancy Gaudet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Irlen Services Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indigent Special Services									
Dental Services	\$1,049.00	\$680.00	\$680.00	\$43,581.82	\$19,941.76	\$19,941.76	\$11,911.94	\$4,983.00	\$4,983.00
Vision Services	\$160.00	\$160.00	\$160.00	\$1,230.00	\$1,230.00	\$1,230.00	\$180.00	\$180.00	\$180.00
Indigent Special Services Totals	\$1,209.00	\$840.00	\$840.00	\$44,811.82	\$21,171.76	\$21,171.76	\$12,091.94	\$5,163.00	\$5,163.00
Medical Supplies (601.04) Alliance Medical Supply (C-PAP)	\$0.00	\$0.00	\$0.00	\$2,560.00	\$2,560.00	\$2,260.00	\$460.00	\$345.00	\$345.00
Medial Supplies Total	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$2,560.00	\$2,560.00	\$2,260.00	\$460.00	\$345.00	\$345.00 \$345.00
Grand Totals	\$82,380.54	\$42,702.15	\$42,433.73	\$2,606,855.03	\$897,880.85	\$892,956.28	\$180,301.29	\$63,169.98	\$63,169.98
	\$02,000,04	0.2,702.13	<i></i> ,		4027,000.00	\$072,700120	\$100,001.29		

Source	Description	Amount Billed	Amount Paid	% of Total
01	Physician Svcs (TOPC & CGHC)	\$7,401.77	\$2,432.37	3.85%
02	Prescription Drugs	\$5,836.62	\$5,627.95	8.91%
NCP	Non-Contr ER & In-Pt Svcs	\$12,467.25	\$0.00	0.00%
09	DME Medical Supplies	\$460.00	\$345.00	0.55%
10	Optional Svcs	\$0.00	\$0.00	0.00%
12	Irlen Services	\$0.00	\$0.00	0.00%
13	Vision Services	\$180.00	\$180.00	0.28%
14	Dental Services	\$11,911.94	\$4,983.00	7.89%
21	Wch Rural Health Clinic	\$2,364.00	\$1,234.42	1.95%
23	Wch Inpatient	\$7,584.00	\$4,550.40	7.20%
24	Wch Emergency Room	\$24,768.00	\$12,292.03	19.46%
25	Wch Lab/Xray	\$8,878.00	\$5,326.80	8.43%
26	Wch Ct Scan	\$25,675.00	\$15,405.00	24.39%
28	Wch X-Ray (MRI)	\$8,293.00	\$435.18	0.69%
29	Wch Ultrasound	\$801.00	\$480.60	0.76%
44	Wch Xray Readings	\$2,711.00	\$364.87	0.58%
31	Utmb - Physician Services	\$14,774.00	\$2,768.01	4.38%
31-1	Utmb Anesthesia	\$640.00	\$359.33	0.57%
34	Utmb Out-Patient	\$34,414.71	\$4,250.34	6.73%
34-1	Utmb ER Physicians - Barrier Reef	\$2,397.00	\$128.90	0.20%
35	Utmb Lab/X-Ray	\$8,234.00	\$1,495.78	2.37%
39	Youth Counseling	\$510.00	\$510.00	0.81%
	Eve	enditures \$180,301.29	\$63,169.98	100%
				10070
	LA	\$0.00	\$0.00	



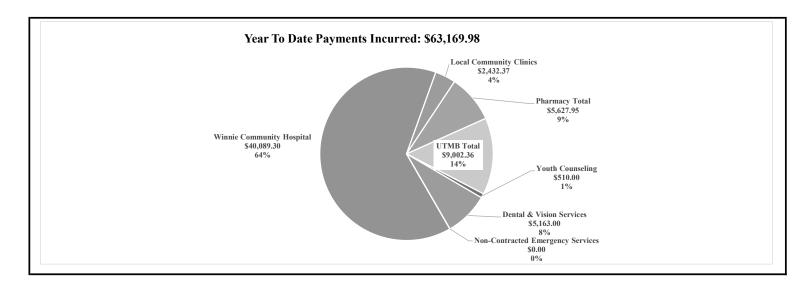
Grand Total

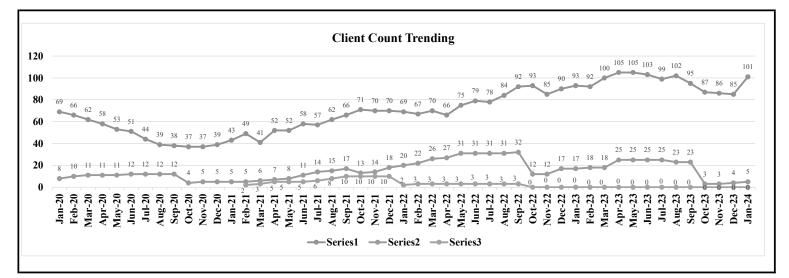
\$180,301.29

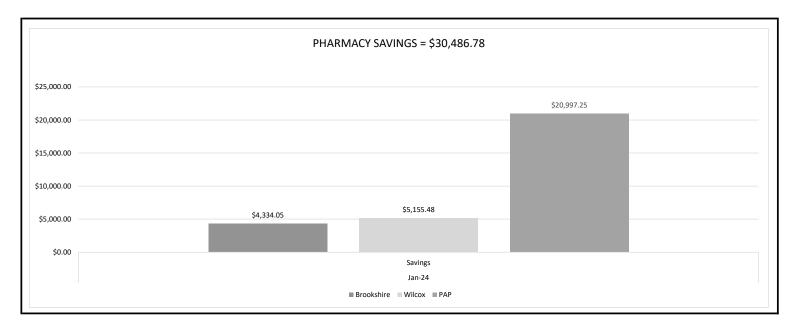
\$63,169.98

100%

#### WSHD Indigent Care Director Report YTD Trending







### Exhibit "C"

### Removed - CGHC Info

# Exhibit "D"

			September Metrics Met?			YTD Comp 1 Attainment						
				•					•			
Facility ID	0	Facility Name	Comp 1		Comp 2:		v	- X %	Na	No %	Tatal	Yes
5256	Operator Regency	Spindletop Hill Nursing and Rehabilitation Center	MET	4 Hrs MET	8 Hrs Met	Staffing MET	Ye 4		<b>No</b> 0	0.0%	Total 4	12
5297	Regency	Hallettsville Rehabilitation & Nursing Center	MET	MET	MET	MET	4		0	0.0%	4	12
5234	Regency	Monument Hill Rehabilitation & Nursing Center	MET	MET	MET	MET	4		0	0.0%	4	12
5203	Regency	The Woodlands Healthcare Center	MET	MET	MET	MET	4		0	0.0%	4	12
4154	Caring	Garrison Nursing Home & Rehabilitation Center	MET	MET	MET	MET	4		0	0.0%	4	12
4376	Caring	Golden Villa	MET	MET	MET	MET	4		0	0.0%	4	12
110098	Caring	Highland Park Care Center	MET	MET	MET	MET	4		0	0.0%	4	12
4484	Caring	Marshall Manor Nursing & Rehabilitation Center	MET	MET	MET	MET	4		0	0.0%	4	12
4484	Caring	Marshall Manor West	MET	MET	MET	MET	4		0	0.0%	4	12
4798	0	Rose Haven Retreat	MET	MET	MET	MET	4		0	0.0%	4	12
	Caring		MET		MET		4		0	0.0%	4	12
5182	Caring	The Villa at Texarkana		MET MET	MET	MET MET	4			0.0%	4	12
5166	Nexion	Oak Manor Nursing Center	MET						0	0.0%		
5369	Gulf Coast	Oak Village Healthcare	MET	MET	MET	MET	4		0		4	12
5193	Gulf Coast	Corrigan LTC Nursing & Rehabilitation	MET	MET	MET	MET	4		0	0.0%	4	12
4747	Gulf Coast	Parkview Manor Nursing & Rehabilitation	MET	MET	MET	MET	4		0	0.0%	4	12
5154	Gulf Coast	Copperas Cove Nursing & Rehabilitation	MET	MET	MET	MET	4		0	0.0%	4	12
5289	Gulf Coast	Winnie L Nursing & Rehabilitation	MET	MET	MET	MET	4		0	0.0%	4	12
5240	Gulf Coast	Hemphill Care Center	MET	MET	MET	MET	4		0	0.0%	4	12
5307	SLP	Oakland Manor Nursing Center	MET	MET	MET	MET	4		0	0.0%	4	12
100790	HMG	Park Manor Conroe	MET	MET	MET	MET	4		0	0.0%	4	12
4456	HMG	Park Manor Cyfair	MET	MET	MET	MET	4		0	0.0%	4	12
101489	HMG	Park Manor Cypress Station	MET	MET	MET	MET	4		0	0.0%	4	12
101633	HMG	Park Manor Humble	MET	MET	MET	MET	4		0	0.0%	4	12
102417	HMG	Park Manor Quail Valley	MET	MET	MET	MET	4		0	0.0%	4	12
102294	HMG	Park Manor Westchase	MET	MET	MET	MET	4		0	0.0%	4	12
104661	HMG	Park Manor The Woodands	MET	MET	MET	MET	4		0	0.0%	4	12
103191	HMG	Park Manor of Tomball	MET	MET	MET	MET	4		0	0.0%	4	12
5400	HMG	Park Manor of Southbelt	MET	MET	MET	MET	4		0	0.0%	4	12
104541	HMG	Deerbrook Skilled Nursing and Rehab	MET	MET	MET	MET	4		0	0.0%	4	12
4286	HMG	Friendship Haven Healthcare & Rehab Center	MET	MET	MET	MET	4	100.0%	0	0.0%	4	12
5225	HMG	Willowbrook Nursing Center	MET	MET	MET	MET	4	100.0%	0	0.0%	4	12
106988	HMG	Accel at College Station	MET	MET	MET	MET	4		0	0.0%	4	12
102375	HMG	Cimarron Place Health & Rehabilitation Center	MET	MET	MET	MET	4	100.0%	0	0.0%	4	12
106050	HMG	Silver Springs Health & Rehabilitation Center	MET	MET	MET	MET	4	100.0%	0	0.0%	4	12
4158	HMG	Red Oak Health and Rehabilitation Center	MET	MET	MET	MET	4	100.0%	0	0.0%	4	12
5255	HMG	Mission Nursing and Rehabilitation Center	MET	MET	MET	MET	4	100.0%	0	0.0%	4	12
4053	HMG	Stephenville Rehabilitation and Wellness Center	MET	MET	MET	MET	4	100.0%	0	0.0%	4	12
103743	HMG	Hewitt Nursing and Rehabilitation	MET	MET	MET	MET	4	100.0%	0	0.0%	4	12
103011	HMG	Stallings Court Nursing and Rehabilitation	MET	MET	MET	MET	4	100.0%	0	0.0%	4	12
104537	HMG	Pecan Bayou Nursing and Rehabilitation	MET	MET	MET	MET	4	100.0%	0	0.0%	4	12
5372	HMG	Holland Lake Rehabilitation and Wellness Center	MET	MET	MET	MET	4	100.0%	0	0.0%	4	12
5387	HMG	Stonegate Nursing and Rehabilitation	MET	MET	MET	MET	4	100.0%	0	0.0%	4	12
102993	HMG	Green Oaks Nursing and Rehabilitation	MET	MET	MET	MET	4	100.0%	0	0.0%	4	12
103223	HMG	Crowley Nursing and Rehabilitation	MET	MET	MET	MET	4	100.0%	0	0.0%	4	12
103435	HMG	Harbor Lakes Nursing and Rehabilitation Center	MET	MET	MET	MET	4	100.0%	0	0.0%	4	12
101157	HMG	Arbrook Plaza	MET	MET	MET	MET	4	100.0%	0	0.0%	4	12
106566	HMG	Forum Parkway Health & Rehabilitation	MET	MET	MET	MET	4		0	0.0%	4	12
105966	HMG	Treviso Transitional Care	MET	MET	MET	MET	4	100.0%	0	0.0%	4	12
100806	HMG	Gulf Pointe Plaza	MET	MET	MET	MET	4		0	0.0%	4	12
		Total NSGO					19		0	0.0%	196	586



Administrator: Jodi Scarbro

Arbrook Plaza is licensed for 120 beds and its current census is 100 with 42 skilled patients. The facility has had a strong census with many admissions over the last few weeks.

Staffing is in great shape at the facility. The facility is aware of the impact its increased census has on staffing. The administrator and other department heads are flexing staff where appropriate to ensure residents and staff both are taken care of. The facility is recruiting one CNA, one double weekend CMA, one admission nurse, and one double weekend nurse. Discussed the facility's onboarding process and focus welcoming new staff to the team. Existing staff members do a good job supporting new team members to ensure they are comfortable in their new place of work. The facility has great managers who assist wherever they are needed.

The state visited the facility yesterday to investigate four self-reports and one complaint. All reasons for investigation were unsubstantiated. The state offered some feedback and opportunities which the facility implemented. The facility submitted one self-report recently regarding cold weather affecting the facility's water suppression system. This resulted in the fire system being offline temporarily. The facility maintained a fire watch and completed facility rounds every 15 minutes. The surveyors cleared this reportable on the recent visit.

Arbrook Plaza has a 4-star rating overall. The facility has a 4-star rating in Health Inspections, a 2star rating in Staffing, and a 4-star rating in Quality Measures.

There are no new performance improvement plans, but the facility has recently closed its PIP regarding fall rate due to reaching its desired level of improvement. Fall rates are below 5%, and the PIP goal was to be below 6%. Discussed the facility's efforts to achieve these results. The facility invites its nurses to report on their patients during the daily clinical meeting. The nurse managers would remind nurses of the interventions and risks for each of the residents to ensure their needs are met.

The maintenance department is still working on updates to some long-term care rooms. The team finished one room today and will complete a second room tomorrow.



Administrator: Michael Higgins

Gulf Pointe Plaza is licensed for 120 beds and its current census is 86. The facility's projected ADC for 2024 is 77. Gulf Pointe Plaza has admitted ten residents from an associated assisted living facility which recently had a pipe burst. There are an additional eighteen individuals on a waiting list for admission to Gulf Pointe Plaza as rooms become available. The facility is considering opening more beds if the increased census is steady.

Staffing is going well at the facility as it has made additional hires. Current vacancies include one nurse and two CNA positions. The facility is also recruiting a social worker. There are part-time and PRN social workers who are filling in for the facility at this time to ensure social services are managed properly until the vacancy is filled.

The state has not been to the facility for any visits recently. The facility hasn't submitted any new self-reports either. The last self-report was submitted in the first half of December.

Gulf Pointe Plaza has a 5-star overall rating. The facility has a 5-star rating in Health Inspections, a 1-star rating in Staffing, and a 5-star rating in Quality Measures.

Performance improvement plans are ongoing without any major changes or trends at this time. The facility started a new PIP last month to address weight loss. The facility has already seen improvements, but the PIP will be in place for at least a few months to ensure the improvements are permanent. There have also been slight improvements in falls recently, but the facility will continue to monitor.

There is no COVID in the facility at this time.

The facility recently ordered four concentrators to replace some units which were being rented. The facility has also ordered replacement bedside chest-of-drawers for some resident rooms. The facility will continue to order and replace the bedside furniture each month when possible.

The facility is applying for the Bronze Award through AHCA/NCAL National Quality Award Program. This award recognizes a facility's commitment to quality.



Administrator: Jace Morris

Green Oaks Nursing & Rehabilitation is licensed for 142 beds and its current census is 84. The facility has five planned admissions.

The facility's recruiting efforts have filled the two vacant nurse positions. The facility has also been recruiting a social worker and business office manager.

The state came to the facility to investigate some outstanding self-reports. During the investigation, the state put the facility in immediate jeopardy due to pharmacy services and a patient being given a medication to which they had an allergy. The IJ was lifted, and the state exited. In response to the IJ, the facility completed education and in-servicing to staff.

The facility is adding a new performance improvement plan related to medication errors and pharmacy services due to the recent IJ. The facility plans to maintain this PIP throughout the whole year. The facility also has some life safety PIPs in place regarding light testing and signage on emergency exits.

Green Oaks Nursing & Rehabilitation has a 1-star rating overall. It has a 2-star rating in Health Inspections, a 1-star rating in Staffing, and a 4-star rating in Quality Measures.

Provided training regarding appropriate use of antipsychotic medications in nursing facilities. Discussed approved disease states for these medications, as well as the effectiveness and risks associated with off-label utilization and prescription of antipsychotic medications. Shared resources and strategies for facilities, prescribers, and pharmacists including the HHS Music and memory program, Alzheimer's Disease and Dementia Care Training, Virtual Dementia Tour, and Person Centered Thinking Training.

The facility has a strong review process when it receives new referrals. The facility strives to ensure it can provide the specific care needed by the referred patient before accepting them for admission. The facility also has great physicians who work with them to ensure appropriate utilization of antipsychotic medications in the facility. The facility works with its consulting physician with psych services to attempt GDRs wherever appropriate.



Administrator: Lee Richard

Red Oak Health and Rehabilitation Center is licensed for 144 beds and its current census is 105. The facility's skilled population has also seen recent growth. The facility is approaching its target ADC of 108 and target skilled census of 16.

Staffing is still going well without any agency utilization. The facility is recruiting two CNAs at this time. The facility is also recruiting a new business office manager who is planning to start employment in mid-February.

The state came to the facility at the end of December to investigate two outstanding self-reports, and two complaints. All reasons for investigation during this visit were unsubstantiated. The facility has three outstanding self-reports. The first is due to a water pipe that burst and put the facility on fire watch. The pipe will be repaired this week. The second self-report was regarding a resident fall with injury. Finally, the facility reported misappropriation of resident funds by the business office manager, which resulted in the business office manager being terminated.

Red Oak Health and Rehabilitation Center has a 2-star overall rating. The facility has a 1-star rating in Health Inspections, a 1-star rating in Staffing, and a 5-star rating in Quality Measures. The facility expects its Health Inspections star rating to improve as recent successful surveys contribute to the rating.

Performance improvement plans are ongoing with no changes at this time.

There is no COVID in the facility at this time.

Provided training regarding appropriate use of antipsychotic medications in nursing facilities. Discussed approved disease states for these medications, as well as the effectiveness and risks associated with off-label utilization and prescription of antipsychotic medications. Shared resources and strategies for facilities, prescribers, and pharmacists including the HHS Music and memory program, Alzheimer's Disease and Dementia Care Training, Virtual Dementia Tour, and Person Centered Thinking Training.

The facility reports having strong physician and pharmacy partners. The facility meets quarterly with its stakeholders to discuss patients utilizing antipsychotic medications. The facility's IDT team puts significant effort into creating personalized care plans for the residents. In this way, the team gets to know the residents and implements interventions based on the residents' preferences and backgrounds.



Administrator: Kristi Blackwell

Stonegate Nursing and Rehabilitation is licensed for 134 beds and its current census is 77 with 24 skilled patients. The facility's target census is 83 with 27 skilled.

There have been staffing challenges at the facility, but the facility is making progress. The facility has had four nurse openings, and eight CNA openings. Four CNAs were hired yesterday, but the facility will aggressively continue recruiting to ensure all positions are filled.

There have been some changes in a few of the leadership and management positions. There will be a change of ADON soon, and the talent and learning employee left with no notice. Candidates are being reviewed to fill the talent and learning position. The facility's activity director resigned, but the receptionist will become the new director. The new director will start in February, and they will go through the program to become a certified activity director. The activity department has an assistant director who will keep the department covered until the new director starts.

The state is in the building today investigating a complaint. This is the first complaint the state has investigated since May 2023.

Stonegate Nursing and Rehabilitation has a 2-star rating overall. The facility has a 2-star rating in Health Inspections, a 1-star rating in Staffing, and a 5-star rating in Quality Measures. The facility is expecting its overall rating to increase next month.

Performance improvement plans are ongoing with no major changes at this time. RTAs, pressure ulcers, falls, and weights are being monitored consistently to ensure proper progress is made. The facility is still planning a dinner with its physician partners. The facility met with Dr. Lee last month to discuss trends and request their involvement in aligning the physicians who round at the facility. The facility hopes to improve collaboration and standards of care through these efforts.

Some recent grievances have been related to nursing and supervision. Nurse management has begun addressing some opportunities through the 24-hour report and improving supervision of wound care and CNAs. The administrator and leadership team have worked hard to change the culture in the facility. This has positively affected their success in addressing and resolving grievances as a team.

The facility has recently added a kiosk for staff members to use for POC documentation. This has improved ADL documentation.

The facility has a star of the year program in efforts to improve employee engagement and morale. Each month, one employee is chosen as the star of the month. At the end of the year, one candidate from the selected 12 months will be chosen as the star of the year.



Administrator: Lorraine Haynes

The Villa at Texarkana is licensed for 120 beds and its current census is 84. Census has been relatively steady over the last month.

The facility has recently hired some good nurses. It is still recruiting to fill some CNA positions. Discussed recruitment and retention strategies and best practices. The administrator shared the improvements made at the facility with its onboarding and orientation processes. CNAs and other staff can easily leave and find employment elsewhere if they have a bad day. The facility recognizes the necessity to welcome new staff and make sure all staff members feel supported.

There have not been any visits from the state in the last month. The facility submitted three selfreports regarding injuries of unknown origin, and it now has six self-reports outstanding. In response to the recent self-reports, the facility audited care plans and implemented various interventions where appropriate affecting mattresses, bed height, and rounding. Upon admission of a new resident, the facility discusses falls and restraints with the newly admitted resident and their family. The facility does a great job setting expectations. The staff completes courtesy calls to family members to provide updates on the residents they take care of.

The Villa at Texarkana has a 1-star rating overall. The facility has a 1-star rating in Health Inspections, a 2-star rating in Staffing, and a 3-star rating in Quality Measures.

The facility has been in a COVID outbreak, but it will close the outbreak at the end of the day. There were several residents and staff who were positive, but all have recovered.

The Villa at Texarkana has put a lot of focus on its performance improvement plan regarding antipsychotics. Discussed the facility's efforts and strategies to make changes in utilization of these medications. The Quality Monitoring Program also came to the facility recently to review infection control.

The facility experienced a snowstorm on January 15<sup>th</sup> and 16<sup>th</sup>. Unfortunately, the facility van was in a collision and is now out of service. The facility has been experiencing some challenges with transportation, but has reached out to its sister facility, and other local facilities to offer support. The facility has involved Medicaid in assisting with transportation for dialysis patients.



Administrator: Ben Falls

Hewitt Nursing and Rehabilitation is licensed for 140 beds and its current census is 73. The facility expects to see more growth as it builds its long-term care population. The new social worker has also improved the facility's discharge process. This process now starts upon admission of a new resident, and the facility works with the resident to plan for long-term care transition where appropriate.

The facility has had positive trends in its recruitment and retention efforts. The facility's evening CNA positions have been filled. Current recruiting efforts are to fill some day-shift nurse openings. The facility is focusing on its onboarding and orientation to further support recruitment and retention efforts. The facility's new business office manager has been a great addition as well. The new BOM is very knowledgeable and has great standards for following-up on tasks.

The state came to the facility several times to investigate various outstanding self-reports. The state entered last month in December, earlier this month, and again yesterday. The facility received a citation regarding infection control related to vaccinations and consents. The facility completed audits based on the feedback it received from the state surveyors. Through these audits and follow-up actions, the issue was resolved, and all residents are in compliance. The facility is now beginning to focus on preparing for fullbook survey.

Hewitt Nursing and Rehabilitation has a 3-star rating overall. The facility has a 4-star rating in Health Inspections, a 1-star rating in Staffing, and a 4-star rating in Quality Measures.

Performance improvement plans are ongoing at Hewitt Nursing and Rehabilitation. The facility has seen significant improvement in its wound care services. The facility will consider closing its PIP regarding wounds once the positive changes become a permanent practice and standard of care.

The facility had a recent COVID outbreak, which was cleared yesterday. The outbreak only had one COVID positive resident who recovered well.

There have not been any major trends in grievances. There are occasional grievances regarding missing clothes, but those were resolved when the clothes were found. The new administrator has made a special effort to make sure the residents are comfortable addressing issues they experience with him.

Provided training regarding appropriate use of antipsychotic medications in nursing facilities. Discussed approved disease states for these medications, as well as the effectiveness and risks associated with off-label utilization and prescription of antipsychotic medications. Shared resources and strategies for facilities, prescribers, and pharmacists including the HHS Music and memory program, Alzheimer's Disease and Dementia Care Training, Virtual Dementia Tour, and Person Centered Thinking Training.



Hewitt Nursing and Rehabilitation 8836 Mars Dr., Hewitt, TX 1/25/24

The administrator has had experience at another facility utilizing a music and memory program. The facility would like to add this service at Hewitt Nursing and Rehabilitation. The facility attempts GDRs whenever possible and puts a lot of focus on properly documenting any behaviors exhibited by residents. The facility also pays special attention to its admission process to ensure it only admits patients whose needs can be fully cared for at the facility.



Administrator: Donna Tillman

Holland Lake Rehabilitation and Wellness Center is licensed for 120 beds and its current census is 78. The facility had some unexpected discharges, but census has been trending positively with increased referrals from referring hospitals.

The facility is recruiting six CNAs, one CMA, one nurse, and another double weekend nurse. The facility manages staffing needs and ensures there is adequate coverage to care for the residents. All vacancies are largely covered by PRN staff.

The state has not been out to visit recently. The facility submitted a self-report last week due to a water pipe that broke putting the facility on fire watch. It took five days for the repair to be completed. Only two storage rooms were affected by the burst water pipe, no resident rooms were affected. The facility conducted fire watch rounds every 15 minutes and in-serviced staff accordingly. During this time of fire watch and cold weather, the facility frequently cooked meals for its staff. Staff were very appreciative and thankful.

Holland Lake Rehabilitation and Wellness Center has a 4-star overall rating. The facility has a 3-star rating in Health Inspections, a 2-star rating in Staffing, and a 5-star rating in Quality Measures. The facility is expecting its overall star rating to increase to 5-star soon.

There is no COVID in the facility at this time.

The facility's surgical suite project is still planned and work on these rooms should start soon. The facility will need more time to implement cardiac consultations, but its pain management consultations have been a successful addition for the last three months.

The facility's administrator and DON will begin hosting a monthly activity together for the residents. The first activity will be an auction and it is planned for next month.



Pecan Bayou Nursing and Rehabilitation 2700 Memorial Park Drive, Brownwood, TX 1/25/24

Administrator: Josie Pebsworth

Pecan Bayou Nursing and Rehabilitation is licensed for 90 beds and its current census is 55. The facility has nine planned admissions and four pending discharges.

The facility is recruiting one day-shift CNA, one night-shift CNA, and one night nurse. The facility continues to cover any staffing vacancies through full-time and PRN staff. The department heads are all in place and are doing great in their respective areas. Discussed recruiting and retention efforts and best practices.

The state has visited the facility to investigate an outstanding self-report and a complaint. Both reasons for the investigation were unsubstantiated. The facility has not submitted any new self-reports recently.

Pecan Bayou Nursing and Rehabilitation has a 5-star rating overall. The facility has a 5-star rating in Health Inspections, a 3-star rating in Staffing, and a 5-star rating in Quality Measures. Due to some a recent increase in RTA, the facility expects its star rating may be negatively impacted. The facility has been receiving referrals of some very ill patients who sometimes need to readmit to the hospital. The facility is working hard to improve RTA by conducting face-to-face visits with patients at the hospital prior to admission. The facility's consulting physicians are also supporting this effort by leveraging their connections with the hospitals' ER physicians and case managers.

Performance improvement plans are in place with no major changes. Discussed catheter utilization and appropriate diagnosis of patients at the facility. Also discussed retention efforts and best practices. The facility offers sign-on bonuses as an incentive to get positions filled. The facility has a calendar which includes small events and efforts to improve employee morale and staff retention. The facility is providing cake in the building today for cake day.

There is no COVID in the facility at this time. There are two potential admissions who will admit to the facility after their cases of COVID are resolved.

There are occasional grievances on food, and the facility is addressing them.

The facility has some water heaters which are due for replacement. The administrator expects these will be replaced later this week.



Administrator: Jennifer Steele

Cimmaron Place Health & Rehabilitation Center is licensed for 120 beds and its current census is 71 with 23 skilled patients. The facility's census is lower than last month due to some unexpected discharges.

The facility is recruiting three CNAs for its 2PM-10PM shift, and another three CNAs for the 10PM-6AM shift. The facility is also seeking one weekend LVN. The facility successfully filled some nurse positions recently. Discussed the facility's efforts and strategy for recruitment and retention.

The state visited the facility to investigate several outstanding self-reports. All reasons for investigation were unsubstantiated. In response to some of the recent self-reports and the state's investigation, the facility provided education and training to staff regarding the falls prevention program, accidents and incidents procedures, as well as injuries of unknown origin. Since one of the investigated self-reports was due to a COVID outbreak, the facility also completed in-servicing on infection control, handwashing, and PPE training. The facility is in its fullbook window and is remaining survey ready. Its last fullbook survey was in March 2023.

Cimmaron Place Health & Rehabilitation Center has a 5-star rating overall. The facility has a 5-star rating in Health Inspections, a 1-star rating in Staffing, and a 5-star rating in Quality Measures.

Performance improvement plans at the facility are ongoing. Despite the high acuity patients, the facility is working to improve its RTA. The facility will also go through the Infection Control Assessment and Response (ICAR) tool due to its recent COVID outbreak.

The current COVID outbreak has been going well overall. The majority of people affected have been asymptomatic and managed well. There are fourteen remaining COVID positive cases, and these are expected to be cleared on Monday. The facility only expects a few positive cases remaining at that point.

Provided training regarding appropriate use of antipsychotic medications in nursing facilities. Discussed approved disease states for these medications, as well as the effectiveness and risks associated with off-label utilization and prescription of antipsychotic medications. Shared resources and strategies for facilities, prescribers, and pharmacists including the HHS Music and memory program, Alzheimer's Disease and Dementia Care Training, Virtual Dementia Tour, and Person Centered Thinking Training. Great md partners and they are supportive.

The facility is very focused on this topic and strives to provide great care for its residents. The facility has recently attempted GDRs on three patients and two were successful.



Administrator: Jackie Lowe

Silver Spring is licensed for 120 beds and its current census is 77. The facility has one planned admission from the hospital. Due to a recent water pipe breaking, two of the halls experienced some flooding. As repairs are being made, the facility can only manage the care of about 84 residents. This will increase again once the repairs are made, and the affected areas are safe for residents again. No residents were hurt during this incident, and those who were in the affected areas were moved to other parts of the facility.

The facility is still doing well with staffing efforts. It is recruiting to fill two day-shift CNAs and one CMA.

The state came to the facility earlier this week on Tuesday and returned again today. The state is investigating two self-reports and eight complaints. The facility has completed in-servicing regarding abuse and neglect. The facility also held meetings with its nurses and CNAs about policies and procedures.

Silver Spring has a 2-star rating overall. The facility has a 1-star rating in Health Inspections, a 1-star rating in Staffing, and a 5-star rating in Quality Measures.

There have been some grievances related to transportation. The facility hired two new van drivers to assist in improving the residents' experience with transportation and getting to their appointments off site. The new drivers have been successful in improving the timeliness of residents being transported for admission and for appointments. There have also been some complaints due to the recent water leak and some individuals being relocated in the building. The facility has been addressing each grievance and ensures a proper resolution is in place.



Administrator: Jana Sanders

Stephenville Rehabilitation and Wellness Center is licensed for 122 beds and its current census is 81 with 19 skilled. The facility is planning to open another hall at the end of February. There will be 10 additional beds available upon opening, with room to increase the number of beds on the new hall as the census grows.

The facility is currently staffing up in anticipation of opening its new hall.

The state has not been to the facility recently. The facility submitted a new self-report due to a sprinkler bursting. The facility was on fire watch until repairs were completed on the sprinkler. During this time, in-servicing on fire watch was provided to staff and 15-minute rounds were implemented to ensure there were no fires in the facility.

Stephenville Rehabilitation and Wellness Center has a 4-star rating overall. The facility has a 4-star rating in Health Inspections, a 2-star rating in Staffing, and a 4-star rating in Quality Measures.

Performance improvement plans are ongoing with no major changes to report on at this time.

There have been some grievances related to meals recently. The facility made some menu adjustments where appropriate. The facility's new dietary supervisor is in place and has been doing well so far.

The facility is currently in a COVID outbreak but expects to close it soon. The residents who have been COVID positive are seemingly on the tail end of the outbreak. Symptoms have been managed and everyone has reportedly been recovering well.

The spa repairs are planned to be completed in the next few weeks.



Administrator: Dennis Horsch

Winnie L LTC is licensed for 105 beds and its current census is 43. The facility has one planned admission today. Winnie L LTC's census budget is 46, but the facility would like to exceed its target. A new facility opened up nearby which has taken some admissions away from Winnie L LTC. The facility is working to have more timely responses to referral sources when admitting patients. There have been some instances when the facility has missed an admission due to the amount of time it took to review and accept a referral.

All nurse and CNA positions are filled, and staffing is in good shape. The facility's DON has taken another job and will be departing soon. The administrator has already begun interviewing some candidates, and the facility will be supported by its corporate traveling RN until the DON position is filled.

The state has not been out to visit the facility recently. The facility has submitted another self-report due to a fall with injury. The resident who fell is back in the facility and is recovering. Due to this incident, the facility in-serviced staff on falls and supervision.

Winnie L LTC has a 1-star overall rating. The facility has a 2-star rating in Health Inspections, a 1-star rating in Staffing, and a 1-star rating in Quality Measures.

Performance improvement plans are ongoing with no major trends or changes at this time. The facility will meet with its corporate nurse soon and its PIPs will be reviewed.

The facility is in a COVID outbreak now, but those affected have been recovering well. There is only one resident remaining COVID positive, and the individual is expected to be cleared tomorrow.

The facility's therapy department will be receiving a life-size skeleton this weekend. This will be a useful tool for education and discussions with staff and residents. The administrator expects this tool and visual aid to enhance therapy and care plan discussions with residents and family members.



Facility: Dylan Gadberry

Forum Parkway Health & Rehabilitation is licensed for 139 beds and its current census is 97 with 29 skilled patients. The facility had a great week last week with census exceeding 100 residents. The facility will continue to push for growth to reach its target census of 105 with 25 skilled.

The facility is working on building a strong, collaborative culture which promotes teamwork and employee engagement. The facility has had to make some changes in staff in order to ensure the right people are on the team. Recent changes have already resulted in improvements in payroll and overtime expenses. The facility is actively hiring for some night shift openings. The administrative team is also evaluating the talent and learning process in the facility.

The state came to the facility last week to investigate a self-report. The investigation was unsubstantiated. POCs from the facility's fullbook survey last month have been submitted for review.

Forum Parkway Health & Rehabilitation has a 5-star rating overall. The facility has a 5-star rating in Health Inspections, a 2-star rating in Staffing, and a 4-star rating in Quality Measures. The facility expects its Quality Measures star rating to increase back to a 5-star, but its Health Inspection star rating may drop to a 4-star rating due to the facility's recent annual survey.

Performance improvement plans are ongoing at the facility and there have not been any recent changes or trends. The facility has seen positive improvements in its payroll and collections PIPs. The facility's new admissions coordinator has been doing a great job and has been positively impacting the marketing PIP to increase census.

There is no COVID in the facility at this time.

The facility is working with its leadership team and all staff members to refocus on its basics and the aspects of care in which the facility excels. The facility will leverage its strengths to build relationships in the community and provide exceptional care for its residents.



Administrator: Daniel Rodriguez

Mission Nursing and Rehabilitation Center is licensed for 170 beds and its current census is 92. The facility's budget is 93.

The facility has continued to see positive staffing trends since last month. Current recruiting efforts are seeking three CNAs and one maintenance assistant. The facility also recently hired additional PRN staff.

The state entered the facility at the end of December to investigate a complaint. The facility received two D-tags. The first tag was related to respiratory and trach care, due to the way a nebulizer treatment. The second tag was in resident records regarding documentation. The facility completed targeted in-servicing with those involved and general in-servicing with all applicable staff. The facility's POC was accepted, and the facility is in substantial compliance.

Mission Nursing and Rehabilitation Center has maintained its 4-star rating overall. It still has a 3-star rating in Health Inspections, a 2-star rating in Staffing, and a 5-star rating in Quality Measures.

There is no COVID in the facility at this time. The facility was recently in a COVID outbreak, but the remaining positive cases recovered yesterday. Those affected were managed and everyone did well through recovery. The facility is working with the county to get a COVID vaccine clinic in the facility next month.

The performance improvement plan regarding nosocomial infections is ongoing. Management reported there have been great improvements thus far, but the PIP will remain in place until the facility is confident the positive changes are permanent.

There have been some grievances related to food over the last month. The facility contracts out its housekeeping and dietary services. Due to these grievances, the dietary company's manager has been contacted to assist in addressing the issues. Some opportunities are addressing the likes and dislikes of residents, and the palatability of some of its dishes. The facility is checking test trays routinely to ensure meals are improving.

The facility started a flooring project, and it has stripped and waxed two common area hallways. The project will go into the resident hallways next.

Provided training regarding appropriate use of antipsychotic medications in nursing facilities. Discussed approved disease states for these medications, as well as the effectiveness and risks associated with off-label utilization and prescription of antipsychotic medications. Shared resources and strategies for facilities, prescribers, and pharmacists including the HHS Music and memory program, Alzheimer's Disease and Dementia Care Training, Virtual Dementia Tour, and Person Centered Thinking Training.



Mission Nursing and Rehabilitation Center 1013 S. Bryan Rd., Mission, TX 1/29/24

The facility reports having good partners among its physicians and pharmacy consultants. This group is supportive of leveraging interventions wherever possible to ensure appropriate use of antipsychotic medications.



Administrator: John Hass

Copperas Cove LTC is licensed for 123 beds and its current census is 56 with 5 skilled patients. The facility is working on three referrals at this time. Unfortunately, there were some unexpected discharges, but the facility has a strong marketer who will push the facility's census closer to target.

Staffing is in excellent shape. There have been some recent hires and there are no reported staffing vacancies.

The state came to the facility to investigate an injury of unknown origin. The state unsubstantiated the investigation. The facility submitted a self-report yesterday due to a new positive COVID case. The facility began in-servicing staff regarding hand washing, donning and doffing PPE, and infection control.

Copperas Cove LTC has a 1-star rating overall. The facility has a 2-star rating in Health Inspections, a 1-star rating in Staffing, and a 2-star rating in Quality Measures.

Performance improvement plans are ongoing with no major changes at this time. The facility is starting a new PIP to address its new COVID outbreak.

With the new COVID outbreak, there are only two positive cases (one resident, one staff member). Both positive individuals are doing well, and their care is being managed per protocol.

Provided training regarding appropriate use of antipsychotic medications in nursing facilities. Discussed approved disease states for these medications, as well as the effectiveness and risks associated with off-label utilization and prescription of antipsychotic medications. Shared resources and strategies for facilities, prescribers, and pharmacists including the HHS Music and memory program, Alzheimer's Disease and Dementia Care Training, Virtual Dementia Tour, and Person Centered Thinking Training.

The facility works with some great physicians including a psychiatrist. This group is aligned in its goals for providing care to the residents at the facility. The facility plays music for the residents in the secure unit to create a positive environment.



Administrator: Calvin Crosby BOM: Deon Harrison

The facility's business office manager, Deon Harrison, provided the facility's update. Deon stated the new administrator has started employment at Harbor Lakes Nursing and Rehabilitation Center, and his name is Calvin Crosby.

Harbor Lakes Nursing and Rehabilitation Center is licensed for 142 beds and its current census is 80. The facility has had a significant increase in its census and is planning for further growth. The facility has two pending admissions today, and one planned discharge.

Staffing is going well at the facility, and it is still managing coverage needs without utilizing agency. The facility is recruiting additional help in its kitchen.

Harbor Lakes Nursing and Rehabilitation Center has not had any recent visits from state surveyors. The facility submitted one new self-report.

Harbor Lakes Nursing and Rehabilitation Center has a 5-star rating overall. The facility has a 4-star rating in Health Inspections, a 3-star rating in Staffing, and a 5-star rating in Quality Measures.

There is no COVID in the building at this time.

The facility addresses grievances each day in its morning meeting. The leadership discusses the grievances and creates a plan to resolve and address the issue. There have not been any recent trends in grievances.



Crowley Nursing and Rehabilitation 920 East FM 1187, Crowley, TX 1/31/24

Administrator: Joe Matlock BOM: Rhonda Woods Burn

The facility's business office manager, Rhonda Woods Burn, provided the facility's update. Rhonda stated the new administrator has started employment at Crowley Nursing and Rehabilitation, and his name is Joe Matlock.

Crowley Nursing and Rehabilitation is licensed for 120 beds and its current census is 89. The facility has one planned admission.

The facility has had some great hires recently but are still recruiting for various nursing positions. There are three 6AM-2PM, and one 2PM-10PM CNA positions open. The facility is also recruiting a 6AM-6PM LVN. The facility manages all staffing and coverage needs with its existing full-time and PRN staff.

The state came to the facility to investigate an outstanding self-report. The facility was cited for a deficiency related to quality of life. The facility in-serviced staff accordingly based on the feedback from the state surveyors.

Crowley Nursing and Rehabilitation has a 3-star overall rating. The facility has a 3-star rating in Health Inspections, a 1-star rating in Staffing, and a 5-star rating in Quality Measures.

There is no COVID in the facility at this time.

There have not been any trends in grievances. Grievances are addressed promptly to ensure residents are comfortable and taken care of.



Administrator: Drew Gurley

Treviso Transitional Care Center is licensed for 140 beds and its current census is 75. The facility has seen a lot of census growth over the last month, and it is approaching its target census of 80.

Staffing has been improving recently, but the facility started utilizing agency to cover one nurse position due to the recent census increase.

The state was in the facility today to investigate some outstanding self-reports and complaints. The state ended up giving six deficiencies to the facility. The deficiencies were related to medication administration, comprehensive care plans, administration personnel, and misappropriation of resident property. The facility has begun to in-service staff based on feedback from the survey. The facility also plans to start some new performance improvement plans to address feedback from the state. Despite the deficiencies, the surveyor interviewed some of the facility's residents who all confirmed they are happy and taken care of.

Treviso Transitional Care Center has decreased to a 1-star overall rating. The facility has a 1-star rating in Health Inspections, a 1-star rating in Staffing and a 4-star rating in Quality Measures.

Performance improvement plans are in progress and have not had any major changes or trends to report. Ongoing PIPs are addressing pressure injuries, falls, POC documentation and compliance, and weights.

The facility has not had any recent facility acquired COVID. There is one resident who was admitted from the hospital as COVID positive.

The facility recently installed new light bulbs throughout the facility. This has been a positive change and feel in the facility. The maintenance department will monitor to ensure the new bulbs are effective and reliable.



Deerbrook Nursing and Rehab 9250 Humble-Westfield Rd., Humble, TX 77338 01/16/24

Administrator: Tangela Manuel, LNFA DON: Cokese Laird, RN

## **FACILITY INFORMATION**

Deerbrook Nursing and Rehab is a licensed 124- bed facility with an overall star rating of 2 and a rating of 4 stars in Quality Measures. Current census is 76: 1 Private Pay; 1 Medicare; 56 Medicaid; 2 Hospice; 19 HMO)

The QIPP site visit was conducted over the phone. The Administrator was as on the call and very helpful. The Administrator reports the facility is currently in a COVID\_19 outbreak with 2 positive residents. The Administrator reported they are still able to allocate vaccinations (newest one) inhouse and 85% of residents are vaccinated for COVID\_19 with 100% of the staff vaccinated. The facility at 100% of residents vaccinated for flu.

The Facility had a sorority come into the facility and pass out individualized gifts to the residents for Christmas and they also took some of the residents out to view the Christmas lights. The facility also just celebrated MLK Day, and they are planning a king and queen celebration for Valentines Day. The facility also has a new program with high school graduates with special needs who are coming into the facility as volunteers.

The Administrator reported the facility continues with the MAD Genius program and continually check their competencies and conduct regular trainings. The facility continues with their tuition reimbursement program for medication aides. They partner with Lonestar College for CMA to LVN, LVN to RN and pay for books, materials, etc. The facility recently added a payroll advancement.

## **EDUCATION PROVIDED**

<u>Reviewed QIPP year 8 changes that are coming</u> – will be based on PFP with changes to all 4 components. Component one will be a long stay MDS measure with 5 metrics and the facility will have to meet 2 of the 5 (will be compared to their own baseline and the state) in order to qualify for 100% of the payment. Component 2 will be PBJ staffing measure based on HRPDs for total nursing staff, CNAs and licensed nurses. Component 3 will be long stay MDS measure with 3 metrics and have to meet all 3 (will be compared to their baseline and the national) to receive full payment. Component 4 is a long stay measure with 2 metrics and have to meet both (will be compared to their baseline and state) to receive full payment. Educated on making sure MDS off cycle assessments are completed whenever indicated to ensure most accurate data for all clinical measures. <u>PIP charter 1 and 2</u> – make sure all documentation for PIPs is being done, including progress toward goals and any intervention changes to ensure accurate success story can be told/submitted.



#### **SURVEY INFORMATION**

Annual Full Book State Survey Summary (Include only if within last 2 months)							
Deficiency Summa	ary Facility	Texas Average	U.S. Average		Comments:		
Number of Health Deficiencies	9			All low level Scope and Severity & POC submitted, accepted and cleared			
Number of Fire Safe Code Deficiencies	ety 2						
Annual Full E	Book State Su	Irvey Chara	acteristics	s (include on	ly if within last 2 months)		
Deficiency Area	Scope & Severity	I	Explanatio	on	Plan of Correction		
Abuse & Neglect							
Quality of Care	E	Nurse failed to accurately report change in skin condition during Head to Toe Assessment.			One-On-One Counseling conducted with nurse and all nurses In-serviced on properly conducting Head to Toe Assessment. Weekly Auditing of practice conducted. QAPI in place for 3 months.		
Resident Assessment							
Resident Rights							
Dietary							
Pharmacy							
Environment							
Infection Control	D			vithout donning PPE. One On One Counseling conducted. QAPI in place for			
Administration							



## **REPORTABLE INCIDENTS**

**Oct/Nov/Dec 2023** the facility had 2 complaints, one state visit in October and one in December and both were unsubstantiated, no citations. The facility had 5 self-reports, and all but 1 have been cleared, no citations.

## **CLINICAL TRENDING**

## Incidents/Falls:

**Oct/Nov/Dec 2023** Deerbrook reported - 43 total falls without injury and 7 falls with injury with 5 repeat falls, 4 skin tears, 0 bruises, 0 fracture, 0 behaviors, 2 Lacerations and 0 Elopements. The facility does have a PIP in place for falls.

#### Infection Control:

**Oct/Nov/Dec 2023** the facility reported a total of 47 infections- 14 UTI's; 10 Respiratory infections; 0 Wound infections; 8 Blood infections, 2 EENT infections, 1 GI infection and 12 Other infections.

#### Weight loss:

In **Oct/Nov/Dec 2023** Deerbrook reported - 64 residents with 5% in 1 month or less weight loss and 0 residents with greater than 10% weight loss in 6 months. The facility does have a PIP in place for weight loss.

## Pressure Ulcers:

In **Oct/Nov/Dec 2023** Deerbrook reported - 43 residents with pressure ulcers, totaling 59 sites, 10 of them facility acquired.

## Staffing:

Current Open Positions						
Shift	RN	LVN	Nurse Aide	Hskp.	Dietary	Activity
6 to 2	0	0	1	0	1	0
2 to 10	0	1	1			
10 to 6	0	0	0			
Other	1					
# Hired this month	12					
# Quit/Fired	4					

Total number employees: 118 Turnover rate%: 13%

#### Casper Report:

Indicator	Current %	State %	National %	Comments/PIPs
New Psychoactive Med Use (S)	0%	1.75%	1.71%	
Fall w/Major Injury (L)	1.67%	3.41%	3.36%	
UTI (L) *	0%	1.28%	2.24%	



High risk with pressure ulcers (L) *	5%	6.8%	7.96%	
Loss of Bowel/Bladder Control(L)	75%	53%	48.1%	PIP in place-annual success story
Catheter(L)	0%	1.22%	1.44%	
Physical restraint(L)	0%	0.04%	0.13%	
Increased ADL Assistance(L)	3.57%	16.87%	14.50%	
Excessive Weight Loss(L)	10%	4.68%	6.03%	Yes. Data skewed in previous months due to improper reporting. PIP is in place.
Depressive symptoms(L)	9.62%	5.42%	8.68%	Review for a PIP
Antipsychotic medication (L) *	7.41%	9.40%	14.66%	

## **QIPP** Component 1

Indicator	QAPI Program Y/N Mtg Dates	PIP's Implemented (Name specific PIP's)
Comprehensive, data driven QAPI Program/Policy that focuses on actions/activities resulting from analysis/quality assess/assurance of indicators of the outcomes of care and quality of life.	Y	
QAPI Meeting dates of submission (owner/operator involvement evident)	10/12/23, 11/9/2023, 12/14/23	

Indicator <u>REVIEW TURNOVER PIP CHARTER FROM THE MONTH</u> <u>PRIOR TO QIPP SUBMISSION. INCLUDE UPDATES TO</u> <u>PIPS AND PREPARE FOR A SUCCESS STORY IN THE</u> <u>LAST QUARTER OF QIPP YR 5.</u>	Benchmark Met Y/N	Comments
Did NF maintain 4 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?	Y	
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	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?	Y	
NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?	Y	
Was Workforce Development data submitted q month to QIPP during the quarter?	Y	
Agency usage or need d/t critical staffing levels	Ν	
<ul> <li>PIP submitted on the topic of resident-centered culture change, workforce development, and staff retention:         <ul> <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>NEW Retention efforts updated on Current PIP</li> </ul> </li> </ul>	Y	Employee Retention

#### 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	8.05%	8.52%	6.25%	Y	
Percent of residents who received an anti-psychotic medication	14.6%	10.08%	5.66%	Y	
Percent of residents whose ability to move independently has worsened	15.19%	9.25%	8.33%	Y	
Percent of residents with urinary tract infection	2.28%	0.41%	0%	Y	

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

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



Quarter 1	Y		
<ul> <li>Designated leadership individuals for antibiotic stewardship</li> </ul>			
<ul> <li>Written policies on antibiotic prescribing</li> </ul>			
Pharmacy-generated antibiotic use report from within the last six months			
<ul> <li>Lab-generated antibiogram report from within the last six months (or from regional hospital)</li> </ul>			
<ul> <li>Audits (monitors and documents) of adherence to hand hygiene</li> </ul>			
<ul> <li>Audits (monitors and documents) of adherence to personal protective equipment use</li> </ul>			
Current list of reportable diseases			
Quarter 2 > Nursing Facility Administrator (NFA) and Director of Nursing (DON) submit current certificate of completion for "Nursing Home Infection Preventionist Training Course" developed by CMS and the CDC.	Y		
<ul> <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>			
**PHARMACY / LAB ANGIOBIOGRAM REPORTS DUE MONTH AFTER QIPP QUARTER ENDS			
Quarter 3			
<ul> <li>Designated leadership individuals for antibiotic stewardship</li> </ul>			
<ul> <li>Written policies on antibiotic prescribing</li> </ul>			
<ul> <li>Pharmacy-generated antibiotic use report from within the last six months</li> </ul>			
<ul> <li>Lab-generated antibiogram report from within the last six months (or from regional hospital)</li> </ul>			
<ul> <li>Audits (monitors and documents) of adherence to hand hygiene</li> </ul>			
<ul> <li>Audits (monitors and documents) of adherence to personal protective equipment use</li> </ul>			
<ul> <li>Current list of reportable diseases</li> </ul>			



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



Administrator: Johnny Richardson DON: Ellis Swan, RN

#### **FACILITY INFORMATION**

Highland Park is a 120-bed facility with a current Overall Star Rating of 2 and a Quality Measures star rating of 4. The census given on the date of this report was 81 with 3 in the hospital.

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

The Administrator reported the facility is currently COVID\_19 free. The resident and staff COVID\_19 vaccination status is unavailable at this time, but they do have a scheduled clinic to provide the most current vaccine and this information is reported to NSHN weekly.

The facility now has a new Activity Director, and the facility had a resident Christmas and New Year's party. They are planning a King and Queen Valentine party.

The Administrator also reports the facility staffing is good and still not using agency. The Administrator reports the facility still celebrates Employee of the Month. The facility does still offer gift cards for taking on more shifts, and celebrating different holidays with the staff etc. The facility also celebrates staff birthdays. The Administrator reported the facility provided gift cards for Thanksgiving and Christmas.

## **SURVEY INFORMATION**

The state has not been to the facility since last call and the facility is in their full book window.

## **EDUCATION PROVIDED**

<u>Year Eight QIPP</u> – new measures for components 1, 3 & 4 will be based on quality metrics so make sure you are reviewing the Casper every month and putting PIPs in place if over state or national. <u>MDS Assessments</u> - make sure when resident has a change (UTI or pressure ulcer healed, ADLs, etc.) that new assessments are completed when indicated, especially at the end of the QIPP quarter.

#### **REPORTABLE INCIDENTS**

Information not provided.

## **CLINICAL TRENDING**

<u>Incidents/Falls:</u> Information was not provided.

## Infection Control:

Information was not provided.



Highland Park Rehabilitation and Nursing Center 8861 Fulton St., Houston, TX 77022 Site Visit: 01/25/2024

## Weight loss:

Information was not provided.

#### Pressure Ulcers:

Information was not provided.

## Restraints:

Highland Park does not use restraints.

## Staffing:

Staffing needs – 1 day nurse, and 3 CNAs evening shifts openings.

## QIPP SCORECARD:

Component 1

Indicator	QAPI & Mtg Dates	PIP's Implemented (Name specific PIP's)
Comprehensive, data driven QAPI Program/Policy that focuses on actions/activities resulting from analysis/quality assess/assurance of indicators of the outcomes of care and quality of life.	Y 1 <sup>st</sup> or 2 <sup>nd</sup> Wednesday of each month	
QAPI Meeting dates of submission (owner/operator involvement evident)		Submitted to corporate monthly

Indicator REVIEW TURNOVER PIP CHARTER FROM THE MONTH PRIOR TO QIPP SUBMISSION. INCLUDE UPDATES TO PIPS AND PREPARE FOR A SUCCESS STORY IN THE LAST QUARTER OF QIPP YR 5.	Benchmark Met Y/N	Comments
Did NF maintain 4 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?	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-concurrently 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> <li>PIP submitted on the topic of resident-centered culture change, workforce development, and staff retention:         <ul> <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>NEW Retention efforts updated on Current PIP</li> </ul> </li> </ul>	Y

## **<u>OIPP Component 3</u>** – CMS Long-Stay Quality Metrics

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers					Information not provided but reported they met all 4 in QTR one year 7
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					



## **<u>OIPP Component 4</u>** – 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				
<ul> <li>Quarter 1</li> <li>Designated leadership individuals for antibiotic stewardship</li> <li>Written policies on antibiotic prescribing</li> <li>Pharmacy-generated antibiotic use report from within the last six months</li> <li>Lab-generated antibiogram report from within the last six months (or from regional hospital)</li> <li>Audits (monitors and documents) of adherence to hand hygiene</li> <li>Audits (monitors and documents) of adherence to personal protective equipment use</li> <li>Current list of reportable diseases</li> </ul>	Y				
Quarter 2 Nursing Facility Administrator (NFA) and Director of Nursing (DON) submit current certificate of completion for "Nursing Home Infection Preventionist Training Course" developed by CMS and the CDC.	Y				



ANGIOB	Infection control policies demonstrating data- driven analysis of NF performance and evidence-based methodologies for intervention. (Reviewed within 6 months of reporting period) MACY / LAB IOGRAM REPORTS DUE AFTER QIPP QUARTER			
Quarte	er 3			
*	Designated leadership individuals for antibiotic stewardship			
~	Written policies on antibiotic prescribing			
~	Pharmacy-generated antibiotic use report from within the last six months			
>	Lab-generated antibiogram report from within the last six months (or from regional hospital)			
>	Audits (monitors and documents) of adherence to hand hygiene			
>	Audits (monitors and documents) of adherence to personal protective equipment use			
*	Current list of reportable diseases			
Quarte	er 4			
and Ap Pneum	of Residents Assessed propriately Given the ococcal Vaccine.			
and Ap	propriately Given the al Influenza Vaccine			



Park Manor of Cypress Station 420 Lantern Bend Dr., Houston, TX 77090 Site Visit: 01/25/2024

Administrator: Vincent Mitchell DON: Myra Polio, RN Infection Preventionist: Chaquanna Fisher, LVN

## FACILITY INFORMATION

Park Manor Cypress Station is a 125-bed facility with a current census of 75: 4 PP, 3 MCR, 54 MCD, 14 HMO. They have an overall star rating of 2 and a Quality Measure stat rating of 3. The facility is currently on track to meet all 4 components for QTR 2 of year seven.

The QIPP site visit was conducted over the phone. The Administrator, DON and infection preventionist were on the call and very helpful. The Administrator reports the facility is currently COVID\_19 free. The Administrator reported that 75% of residents are vaccinated for COVID\_19 with 87% of the staff vaccinated and the facility reports this information to NSHN weekly.

The facility had a Christmas party and a New Years party that included the staff, and they are planning super bowl, Mardi Gras and the facility is also planning a celebration for Valentines Day.

The Administrator reported the facility continues with a star of the month and weekly drawing for prizes. The facility also provides food at least monthly.

## **EDUCATION PROVIDED**

<u>Reviewed QIPP year 8 changes that are coming</u> – will be based on PFP with changes to all 4 components. Component one will be a long stay MDS measure with 5 metrics and the facility will have to meet 2 of the 5 (will be compared to their own baseline and the state) in order to qualify for 100% of the payment. Component 2 will be PBJ staffing measure based on HRPDs for total nursing staff, CNAs and licensed nurses. Component 3 will be long stay MDS measure with 3 metrics and have to meet all 3 (will be compared to their baseline and the national) to receive full payment. Component 4 is a long stay measure with 2 metrics and have to meet both (will be compared to their baseline and state) to receive full payment. Educated on making sure MDS off cycle assessments are completed whenever indicated to ensure most accurate data for all clinical measures. PIP charter 1 and 2 – make sure all documentation for PIPs is being done, including progress toward goals and any intervention changes to ensure accurate success story can be told/submitted.

## **SURVEY INFORMATION**

The facility is currently in their full book survey window.

## **CLINICAL TRENDING FOR AUG/SEPT/OCT**

## Incidents/Falls:

Park Manor Cypress Station reported 56 falls without injury (2 repeat) and 2 falls with injury which were a fracture and 3 skin tears.



#### **Infection Control:**

Administrator reported 60 total infections: 17 UTIs, 12 respiratory infections, 10 wound infections, 2 EENT infections, 5 GI infections and 14 other infections.

## Weight Loss:

Park Manor Cypress Station reported 13 residents with 5-10% weight loss and 6 with weight losses at >10%.

## **Pressure Ulcers:**

Park Manor Cypress Station reports 1 pressure ulcer on 1 patient, 1 in house acquired.

#### **Restraints:**

Park Manor of Cypress Station is a restraint free facility.

Current Open Positions							
Shift	RN	LVN	Nurse Aide	Hskp.	Dietary	Activity	
6 to 2	0	0	2			0	
2 to 10	0	0	1			0	
10 to 6	0	1	0			0	
Other		1 weekend	1 weekend			0	
# Hired this month	0	1	14				
# Quit/Fired	0	1	12				

## Staffing:

Total number employees: <u>82</u> Turnover rate%: <u>23%</u>

#### **CASPER REPORT**

Indicator	Current %	State %	National %	Comments/PIPs
New Psychoactive Med Use (S)	%	%	%	
Fall w/Major Injury (L)	4.9	3.6%	3.5%	Υ
UTI (L) *	0%	1.2%	2.3%	
High risk with pressure ulcers (L) *	0%	7.3%	8.6%	
Loss of Bowel/Bladder Control(L)	74.3%	54.4%	49.1%	Υ
Catheter(L)	0%	1.5%	1.6%	
Physical restraint(L)	0%	0%	0.1%	
Increased ADL Assistance(L)	10.3%	16.6%	14.2%	
Excessive Weight Loss(L)	0%	4.4%	5.9%	
Depressive symptoms(L)	1.8%	5.3%	9.1%	
Antipsychotic medication (L) *	11.9%	9.1%	14.9%	Υ

PHARMACY Consultant reports/visit/ med destruction? Monthly medication destruction all recommendations followed up



# of GDR ATTEMPTS in the month: How many successful?						
# of Anti-anxiety (attempts_5 successful_5failed)						
# of Antidepressants (attempts 5_ successful 2_failed )						
# of Antipsychotic (attempts0 successful0failed)						
# of Sedatives (attempts_2_successful_2_failed)						

**DIETICIAN Recommendation concerns/Follow Up?** Comes weekly, follow up on recommendations (available PRN)

SOCIAL SERVICES: NUMBER/TYPE OF GRIEVANCES (RESOLVED OR NOT) - All 48 resolved

TRAUMA INFORMED CARE IDENTIFIED: NA

ACTIVITIES: PIP/CONCERNS: PIP to make sure more of a variety for different cultures

**<u>DIETARY: PIP/CONCERNS:</u>** PIP in place for likes/dislikes to make sure get this info when they are admitted

ENVIRONMENTAL SERVICES: PIP/CONCERNS: None

MAINTENANCE: PIP/CONCERNS: PIP in place for light bulbs and call lights (check it daily)

MEDICAL RECORDS/ CENTRAL SUPPLY: PIPS/CONCERNS: None

MDS: PIPS/CONCERNS: None

**QIPP** Measures

Indicator	QAPI Program Y/N Mtg Dates	PIP's Implemented (Name specific PIP's)
Comprehensive, data driven QAPI Program/Policy that focuses on actions/activities resulting from analysis/quality assess/assurance of indicators of the outcomes of care and quality of life.	Y	
QAPI Meeting dates of submission (owner/operator involvement evident)	10/19/23, 11/16/23, 12/19/23	Falls



Indicator REVIEW TURNOVER PIP CHARTER FROM THE MONTH PRIOR TO QIPP SUBMISSION. INCLUDE UPDATES TO PIPS AND PREPARE FOR A SUCCESS STORY IN THE LAST QUARTER OF QIPP YR 5.	Benchmark Met Y/N	Comments
Did NF maintain 4 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?	Y	
Additional hours provided by direct care staff?	Y	
Did NF maintain 8 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?	Y	
8 additional hours non-concurrenty scheduled?	Y	
Additional hours provided by direct care staff?	Y	
Telehealth used?	Y	No encounters
NFs provided in total 12 or 16 hours of RN coverage, respectively, on at least 90 percent of the days within the reporting period?	Y	
NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?	Y	
Was Workforce Development data submitted q month to QIPP during the quarter?	Y	
Agency usage or need d/t critical staffing levels	Ν	
<ul> <li>PIP submitted on the topic of resident-centered culture change, workforce development, and staff retention:         <ul> <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>NEW Retention efforts updated on Current PIP</li> </ul> </li> </ul>	Y	



## **<u>QIPP Component 3</u>** – 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	%	%	%		

## <u>**OIPP Component 4**</u> – 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				
<ul> <li><b>Quarter 1</b></li> <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</li> </ul>	Y				
<ul> <li>Lab-generated antibiogram report from within the last six</li> </ul>					



	mantha (an fuana			
	months (or from regional hospital)			
>	Audits (monitors and documents) of adherence to hand hygiene			
>	Audits (monitors and documents) of adherence to personal protective equipment use			
>	Current list of reportable diseases			
Quarte	er 2	Y		Both have
~	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.			current certificate
	Infection control policies demonstrating data-driven analysis of NF performance and evidence-based methodologies for intervention. (Reviewed within 6 months of reporting period) MACY / LAB			
	AFTER QIPP QUARTER			
Quarte	er 3			
>	Designated leadership individuals for antibiotic stewardship			
*	Written policies on antibiotic prescribing			
×	Pharmacy-generated antibiotic use report from within the last six months			
4	Lab-generated antibiogram report			



	from within the last six months (or from regional hospital)					
À	Audits (monitors and documents) of adherence to hand hygiene					
*	Audits (monitors and documents) of adherence to personal protective equipment use					
>	Current list of reportable diseases					
Quarte	er 4	National	Baseline	Results	Met Y/N	
Assess	t of Residents ed and Appropriately he Pneumococcal e.	93.84%	%	%		
Assess	t of Residents ed and Appropriately the Seasonal Influenza e	96.07%	%	%		



Administrator: Crystal Stalder, LNFA DON: new one to start on 1/29/24

### **FACILITY INFORMATION**

Park Manor Cy-fair is a 120-bed facility with a current census of 95: PP: 17, MC: 13, MDC: 39+10 pending, HMO: 13, Hospice: 3. They have an overall star rating of 2 and a Quality Measure rating of 3.

The QIPP site visit was conducted over the phone. The Administrator was on the call and very helpful. The Administrator reports the facility is currently in a COVID\_19 outbreak with 21 positive residents and 0 positive staff and all will recover on 1/18/24 except 2. The Administrator reported they are still able to allocate vaccinations (newest one) in-house for residents but none of the staff or residents have taken the most recent bivalent booster so 0% of residents are vaccinated for COVID\_19 with 0% of the staff fully vaccinated and the facility reports this information to NSHN weekly. The facility is at 100% of residents vaccinated for flu.

The facility had a Christmas party for the residents with gifts and a formal News Years ball that included the staff, and they are planning a super bowl party, and the facility is also planning a celebration for Valentines Day.

The Administrator reported the facility continues with a MAD genius program, birthdays, monthly food provisions and they also do an employee of the month program. The facility recently had a staff Christmas party off site for management and on site for all other staff with everyone receiving a gift and door prizes.

## **EDUCATION PROVIDED**

<u>Reviewed QIPP year 8 changes that are coming</u> – will be based on PFP with changes to all 4 components. Component one will be a long stay MDS measure with 5 metrics and the facility will have to meet 2 of the 5 (will be compared to their own baseline and the state) in order to qualify for 100% of the payment. Component 2 will be PBJ staffing measure based on HRPDs for total nursing staff, CNAs and licensed nurses. Component 3 will be long stay MDS measure with 3 metrics and have to meet all 3 (will be compared to their baseline and the national) to receive full payment. Component 4 is a long stay measure with 2 metrics and have to meet both (will be compared to their baseline and state) to receive full payment. Educated on making sure MDS off cycle assessments are completed whenever indicated to ensure most accurate data for all clinical measures. <u>PIP charter 1 and 2</u> – make sure all documentation for PIPs is being done, including progress toward goals and any intervention changes to ensure accurate success story can be told/submitted.

## **SURVEY INFORMATION**

The facility had a state visit in the last quarter to review a complaint and it was not substantiated and no citations received.



#### **REPORTABLE INCIDENTS**

In **Oct/Nov/Dec**- the facility had 11 self-reports all cleared with no citations.

#### **CLINICAL TRENDING FOR AUG/SEPT/OCT**

#### Incidents/Falls:

Park Manor of Cy-fair had 32 falls without injury (9 repeat) and 11 falls with injury in which two resulted in a fracture. The facility also reported 4 Skin Tears, 0 Lacerations, 4 Behaviors and 2 Bruises.

#### Infection Control:

Park Manor of Cy-fair reports 44 total infections 19 UTI's; 17 URIs, 4 Wound infections, 1 GI infection and 3 Other infections. There is a PIP in place for UTIs.

#### Weight loss:

Park Manor of Cy-fair reported Weight loss 29 residents with 5-10% and 6 residents with > 10% loss.

#### Pressure Ulcers:

Park Manor of Cy-fair had 19 residents with 22 pressure ulcer sites and 68were acquired in house.

#### Restraints:

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

**Staffing:** Information not available

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

#### CASPER REPORT

Indicator	Current %	State %	National %	Comments/PIPs
New Psychoactive Med Use (S)	0%	1.8%	2.0%	
Fall w/Major Injury (L)	0%	3.6%	3.5%	
UTI (L) *	0%	1.2%	2.3%	
High risk with pressure ulcers (L) *	0%	0%	0%	
Loss of Bowel/Bladder Control(L)	75%	%	%	PIP in place for MDS
				accuracy
Catheter(L)	1.3%	1.4%	1.5%	
Physical restraint(L)	0%	0%	.01%	
Increased ADL Assistance(L)	10%	%	%	
Excessive Weight Loss(L)	0%	4.4%	5.9%	
Depressive symptoms(L)	2.3%	5.7%	9,1%	
Antipsychotic medication (L) *	7.4%	9.1%	14.9%	

PHARMACY Consultant reports/visit/ med destruction?



Drug destruction completed in December, no concerns all recommendations completed

# of GDR ATTEMPTS in the month: 13 How many successful? 12
# of Anti-anxiety (attempts 1 successful 1 failed 0)
# of Antidepressants (attempts\_\_\_\_\_\_ successful \_\_\_\_\_\_ failed\_\_\_\_\_)
# of Antipsychotic (attempts 12 successful 11 failed)
# of Sedatives (attempts\_\_\_\_\_\_ successful \_\_\_\_\_\_ failed\_\_\_\_\_)

DIETICIAN Recommendation concerns/Follow Up?

#### SOCIAL SERVICES: NUMBER/TYPE OF GRIEVANCES (RESOLVED OR NOT) - 9 - all resolved

TRAUMA INFORMED CARE IDENTIFIED: None

ACTIVITIES: PIP/CONCERNS: None

**<u>DIETARY: PIP/CONCERNS:</u>** New dietary manager, a bit of a rocky start but things are going well now.

ENVIRONMENTAL SERVICES: PIP/CONCERNS: None

MAINTENANCE: PIP/CONCERNS: None

MEDICAL RECORDS/ CENTRAL SUPPLY PIPS/CONCERNS:None

MDS: PIPS/CONCERNS: Focusing on Quality Measures dropping to three star.

#### **QIPP MEASURES**

Indicator	QAPI Program Y/N Mtg Dates	PIP's Implemented (Name specific PIP's)
Comprehensive, data driven QAPI Program/Policy that focuses on actions/activities resulting from analysis/quality assess/assurance of indicators of the outcomes of care and quality of life.	Y	
QAPI Meeting dates of submission (owner/operator involvement evident)	10/12/23, 11/20/2023, 12/5/2023	



Indicator <u>REVIEW TURNOVER PIP CHARTER FROM THE MONTH</u> <u>PRIOR TO QIPP SUBMISSION. INCLUDE UPDATES TO</u> <u>PIPS AND PREPARE FOR A SUCCESS STORY IN THE</u> <u>LAST QUARTER OF QIPP YR 5.</u>	Benchmark Met Y/N	Comments
Did NF maintain 4 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?	Yes	Currently there is 24 hour RN coverage
Additional hours provided by direct care staff?	Yes	
Did NF maintain 8 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?	Yes	
8 additional hours non-concurrenty scheduled?	Yes	
Additional hours provided by direct care staff?	Yes	
Telehealth used?	No	
NFs provided in total 12 or 16 hours of RN coverage, respectively, on at least 90 percent of the days within the reporting period?	Yes	
NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?	Yes	
Was Workforce Development data submitted q month to QIPP during the quarter?	Yes	
Agency usage or need d/t critical staffing levels	No	
<ul> <li>PIP submitted on the topic of resident-centered culture change, workforce development, and staff retention:         <ul> <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>NEW Retention efforts updated on Current PIP</li> </ul> </li> </ul>	Yes	Staff Turnover



## **<u>QIPP Component 3</u>** – 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	8.6%	3.89%	3.03%	Y	
Percent of residents who received an anti-psychotic medication	14.49%	6.97%	12.33%	N	Changed out psych providers and education provided on GDR
Percent of residents whose ability to move independently has worsened	18.04%	8.14%	10.71%	Y	
Percent of residents with urinary tract infection	2.36%	.42%	0%	Y	

## **<u>OIPP Component 4</u>** – CMS Long-Stay Quality Metrics

Indicator	Met Y/N	National Benchmark	Baseline Target	Results	Comments
Facility has active infection control program that includes pursuing improved outcomes in vaccination rates and antibiotic stewardship:	Y				
Quarter 1	Υ				
<ul> <li>Designated leadership individuals for antibiotic stewardship</li> </ul>					
<ul> <li>Written policies on antibiotic prescribing</li> </ul>					
<ul> <li>Pharmacy-generated antibiotic use report from within the last six months</li> </ul>					
<ul> <li>Lab-generated antibiogram report</li> </ul>					



	from within the last six months (or from regional hospital)			
>	Audits (monitors and documents) of adherence to hand hygiene			
>	Audits (monitors and documents) of adherence to personal protective equipment use			
>	Current list of reportable diseases			
Quarte	er 2	Υ		
>	Nursing Facility Administrator (NFA) and Director of Nursing (DON) submit current certificate of completion for "Nursing Home Infection Preventionist Training Course" developed by CMS and the CDC.			
*	Infection control policies demonstrating data-driven analysis of NF performance and evidence-based methodologies for intervention. (Reviewed within 6 months of reporting period)			
ANGIOB MONTH ENDS	MACY / LAB HOGRAM REPORTS DUE AFTER QIPP QUARTER			
Quarte	er 3			
>	Designated leadership individuals for antibiotic stewardship			
۶	Written policies on antibiotic prescribing			
>	Pharmacy-generated antibiotic use report from within the last six months			



*	Lab-generated antibiogram report from within the last six months (or from regional hospital)					
>	Audits (monitors and documents) of adherence to hand hygiene					
>	Audits (monitors and documents) of adherence to personal protective equipment use					
>	Current list of reportable diseases					
Quarte	er 4	National	Baseline	Results	Met Y/N	
Assesse Given t	t of Residents ed and Appropriately he Pneumococcal e.	93.84%	%	%		
Vaccine. Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine		96.07%	%	%		



Administrator: David Holt DON: Tina Cook, RN

#### **FACILITY INFORMATION**

Park Manor South Belt is a 120-bed facility with a current census of 93: (3) MC; (11) HMO; (13) PP; (52) MDC +12 pending; (2) Hospice. Their overall star rating is a 2 and Quality Measures star rating is a 4.

The QIPP site visit was conducted over the phone. The DON was on the call, and very helpful. The DON reports the facility currently has 1 resident just admitted with COVID\_19 so currently testing as a preventative. The DON reported they are still able to order vaccinations from the pharmacy and 77% of residents are vaccinated for COVID\_19 with 95.8% of the staff vaccinated and the facility reports this information to NSHN weekly. The facility is at 100% of residents vaccinated for flu.

The facility now has a new Activity Director, and they had a Christmas party for the residents and families with gifts and a News Years party that included the staff, and they are planning a celebration for Valentines Day Chinese New Year and Mardi Gras.

The DON reports the facility has a monthly meal for all staff and they also have employee of the month. The facility also has a scavenger hunt periodically and provide gift cards. The facility recently had a staff Christmas party with food, games, gifts and prizes.

#### **EDUCATION PROVIDED**

<u>Reviewed QIPP year 8 changes that are coming</u> – will be based on PFP with changes to all 4 components. Component one will be a long stay MDS measure with 5 metrics and the facility will have to meet 2 of the 5 (will be compared to their own baseline and the state) in order to qualify for 100% of the payment. Component 2 will be PBJ staffing measure based on HRPDs for total nursing staff, CNAs and licensed nurses. Component 3 will be long stay MDS measure with 3 metrics and have to meet all 3 (will be compared to their baseline and the national) to receive full payment. Component 4 is a long stay measure with 2 metrics and have to meet both (will be compared to their baseline and state) to receive full payment. Educated on making sure MDS off cycle assessments are completed whenever indicated to ensure most accurate data for all clinical measures. <u>PIP charter 1 and 2</u> – make sure all documentation for PIPs is being done, including progress toward goals and any intervention changes to ensure accurate success story can be told/submitted.

## **SURVEY INFORMATION**

The facility had a state visit on 12/30/23 for a PI that was cleared, no citations.

## **REPORTABLE INCIDENTS**

The facility had 4 self-reports in **Oct/Nov/Dec** - all are still pending.



#### **CLINICAL TRENDING AUG/SEPT/OCT 2023**

#### Incidents/Falls:

Park Manor of South Belt had 51 total falls (9 repeats), of which 1 resulted in a fracture. They had 13 Skin Tears, 1 Laceration, 2 Elopements, 3 Bruises and 2 Behaviors.

#### Infection Control:

Park Manor of South Belt reports 149 total infections: 35 UTIs; 52 Respiratory; 34 Wound; 14 EENT; 6 Blood infections; 2 GI infections; 2 Genital infections and 4 Other infections. There is a PIP in place for infections.

#### Weight loss:

Park Manor of South Belt had 8 residents with 5-10% weight loss in 1 month and 0 residents with >10% weight loss in 6 months and there is still a PIP in place.

#### Pressure Ulcers:

Park Manor South Belt reported 29 residents with 54 total pressure ulcers and 17 were facility acquired and there is a PIP in place.

### <u>Restraints:</u>

Park Manor of South Belt is a restraint free facility.

## Staffing:

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

Total number employees: 107 Turnover rate%: 8.4%

#### **CASPER REPORT**

Indicator	Current %	State %	National %	Comments/PIPs
New Psychoactive Med Use (S)	0%	1.8%	2.0%	
Fall w/Major Injury (L)	1.1%	3.6%	3.5%	
UTI (L) *	0%	1.2%	2.3%	
High risk with pressure ulcers (L) *	7.4%	7.4%	8.5%	Frozen now
Loss of Bowel/Bladder Control(L)	75%	54.3%	49.1%	Frozen now
Catheter(L)	2.6%	1.4%	1.5%	PIP QIPP focus 2024
Physical restraint(L)	0%	0%	0%	
Increased ADL Assistance(L)	27.8%	16.5%	14%	Now Frozen



Excessive Weight Loss(L)	1.3%	4.4%	5.9%	
Depressive symptoms(L)	0%	5.3%	9.1%	
Antipsychotic medication (L) *	2.2%	9.1%	14.9%	

**PHARMACY Consultant reports/visit/ med destruction?** Monthly visits, reports completed and drug destruction monthly.

10/13/2023 11/12/2023 12/12/2023

# of Anti-anxiety (attempts- 3 successful 3 failed0)
# of Antidepressants (attempts -4 successful - 4 failed0)
# of Antipsychotic (attempts - 3 successful_3failed0_)
<pre># of Sedatives (attempts -0 successful0_failed0)</pre>

DIETICIAN Recommendation concerns/Follow Up? Weekly reports and concerns completed.

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

<u>October – 5 grievances</u>, 1 worsened wound, Not enough Physical Therapy, alleged bed bugs, 2 missing clothes.

November – 1 missing clothes

**December**- 8 -1 housekeeping, 1 call light not working, 1 missing hearing aid, 1 late to dialysis, 1 call light not answered in a timely manner, 1 trust fund issue, 1 customer service, 1 pt sent to ER

All grievances are addressed and resolved in a timely manner.

pest control concern -all concerns were resolved

#### TRAUMA INFORMED CARE IDENTIFIED: None

ACTIVITIES: PIP/CONCERNS: None

DIETARY: PIP/CONCERNS: None

ENVIRONMENTAL SERVICES: PIP/CONCERNS: None

MAINTENANCE: PIP/CONCERNS: Routine Maintenance

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

MDS: PIPS/CONCERNS: None



# **QIPP MEASURES**

#### **Component 1**

Indicator	QAPI Program Y/N Mtg Dates	PIP's Implemented (Name specific PIP's)
Comprehensive, data driven QAPI Program/Policy that focuses on actions/activities resulting from analysis/quality assess/assurance of indicators of the outcomes of care and quality of life.	Y	
QAPI Meeting dates of submission (owner/operator involvement evident)	10/18/23, 11/17/23, 12/5/23	

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



Agence	y usage or need d/t critical staffing levels	Ν	
	privile on the topic of resident-centered culture e, workforce development, and staff retention: During the first reporting period? Subsequently reported outcomes related to the plan throughout the eligibility period? Discuss RCA for turnover: Has anything changed from the original RCA? PIP for retention and recruitment is current: <b>NEW Retention efforts updated on Current PIP</b>	Y	Nursing staff turnover

### **<u>QIPP Component 3</u>** – 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	-	-	0%	Y	Frozen
Percent of residents who received an anti-psychotic medication	14.9%	0.69%	2.2%	Y	
Percent of residents whose ability to move independently has worsened	-	-	0%	Ν	Frozen
Percent of residents with urinary tract infection	2.3%	0%	0%	Y	

#### <u>QIPP Component 4</u> – CMS Long-Stay Quality Metrics

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



•	Designated leadership individuals for antibiotic stewardship			
۶	Written policies on antibiotic prescribing			
>	Pharmacy-generated antibiotic use report from within the last six months			
>	Lab-generated antibiogram report from within the last six months (or from regional hospital)			
>	Audits (monitors and documents) of adherence to hand hygiene			
>	Audits (monitors and documents) of adherence to personal protective equipment use			
>	Current list of reportable diseases			
Quarte	er 2	Y		
~	Nursing Facility Administrator (NFA) and Director of Nursing (DON) submit current certificate of completion for "Nursing Home Infection Preventionist Training Course" developed by CMS and the CDC.			
~	Infection control policies demonstrating data-driven analysis of NF performance and evidence-based methodologies for intervention. (Reviewed within 6 months of reporting period)			
ANGIOB	MACY / LAB IOGRAM REPORTS DUE AFTER QIPP QUARTER			



Quarter 3
-----------

- Designated leadership ⊳ individuals for antibiotic stewardship
- Written policies on ⊳ antibiotic prescribing
- Pharmacy-generated ⋟ antibiotic use report from within the last six months
- Lab-generated ≻ antibiogram report from within the last six months (or from regional hospital)
- Audits (monitors and ≻ documents) of adherence to hand hygiene
- Audits (monitors and ≻ documents) of adherence to personal protective equipment use

reportable diseases					
Quarter 4	National	Baseline	Results	Met Y/N	
Percent of Residents Assessed and Appropriately Given the Pneumococcal Vaccine.	91.82%	%	%		
Percent of Residents Assessed and Appropriately Given the Seasonal Influenza Vaccine	94.72%	%	%		



Administrator – Stanley Lira, LNFA New as of 2 days ago DON- Elisha Thompson, RN

#### **FACILITY INFORMATION**

Park Manor Westchase is a 125-bed facility with a current census of 94: (2) MC; (11) HMO; (27) PP; (54) MDC; (0) Hospice. Their overall star rating is a 2 and Quality Measures star rating is a 4.

The QIPP site visit was conducted over the phone. The Administrator and DON were on the call and very helpful. The Administrator reports the facility is currently COVID\_19 free. The Administrator reported they are still able to order vaccinations from the pharmacy and 77% of residents are vaccinated for COVID\_19 with 95.8% of the staff vaccinated and the facility reports this information to NSHN weekly. The facility is at 100% of residents vaccinated for flu.

The facility had a Christmas party for the residents and families with gifts and they are planning a celebration for the super bowl, Valentines Day, Chinese New Year and Mardi Gras.

The Administrator reports the facility has a monthly bonus program for staff morale staff and they also have employee of the month. The facility recently had a staff Christmas party with food, games, gifts and prizes.

#### **EDUCATION PROVIDED**

<u>Reviewed QIPP year 8 changes that are coming</u> – will be based on PFP with changes to all 4 components. Component one will be a long stay MDS measure with 5 metrics and the facility will have to meet 2 of the 5 (will be compared to their own baseline and the state) in order to qualify for 100% of the payment. Component 2 will be PBJ staffing measure based on HRPDs for total nursing staff, CNAs and licensed nurses. Component 3 will be long stay MDS measure with 3 metrics and have to meet all 3 (will be compared to their baseline and the national) to receive full payment. Component 4 is a long stay measure with 2 metrics and have to meet both (will be compared to their baseline and state) to receive full payment. Educated on making sure MDS off cycle assessments are completed whenever indicated to ensure most accurate data for all clinical measures. PIP charter 1 and 2 – make sure all documentation for PIPs is being done, including progress toward goals and any intervention changes to ensure accurate success story can be told/submitted.

#### **SURVEY INFORMATION**

Information not provided

#### **REPORTABLE INCIDENTS**

Oct/Nov/Dec 2023 - Information not provided



#### **CLINICAL TRENDING**

#### Incidents/Falls:

Oct/Nov/Dec 2023 Deerbrook reported – Information not provided

<u>Infection Control:</u> Oct/Nov/Dec 2023 – Information not provided

<u>Weight loss:</u> In Oct/Nov/Dec 2023 Deerbrook reported – Information not provided

<u>Pressure Ulcers:</u> In Oct/Nov/Dec 2023 Deerbrook reported – Information not provided

**Staffing**: Information not provided

Total number employees: Turnover rate%:

*Casper Report*: Information not provided

#### QIPP Component 1

Indicator	QAPI Program Y/N Mtg Dates	PIP's Implemented (Name specific PIP's)
Comprehensive, data driven QAPI Program/Policy that focuses on actions/activities resulting from analysis/quality assess/assurance of indicators of the outcomes of care and quality of life.	Y	
QAPI Meeting dates of submission (owner/operator involvement evident)	Dates not provided	PIP not provided

#### Component 2

Indicator	Benchmark	Comments
<b>REVIEW TURNOVER PIP CHARTER FROM THE MONTH</b>		
PRIOR TO QIPP SUBMISSION. INCLUDE UPDATES TO	Met Y/N	
PIPS AND PREPARE FOR A SUCCESS STORY IN THE		
LAST QUARTER OF QIPP YR 5.		



Did NF maintain 4 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?	Information not provided
Additional hours provided by direct care staff?	
Did NF maintain 8 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?	
8 additional hours non-concurrenty scheduled?	
Additional hours provided by direct care staff?	
Telehealth used?	
NFs provided in total 12 or 16 hours of RN coverage, respectively, on at least 90 percent of the days within the reporting period?	
NF has a workforce development program in the form of a PIP that includes a self-directed plan and monitoring outcomes?	
Was Workforce Development data submitted q month to QIPP during the quarter?	
Agency usage or need d/t critical staffing levels	
<ul> <li>PIP submitted on the topic of resident-centered culture change, workforce development, and staff retention:         <ul> <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>NEW Retention efforts updated on Current PIP</li> </ul> </li> </ul>	

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

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long- Stay residents with pressure ulcers; including unstageable ulcers	%	%	%		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	%	%	%			
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#### 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:					
Quarter 1					
<ul> <li>Designated leadership individuals for antibiotic stewardship</li> </ul>					
<ul> <li>Written policies on antibiotic prescribing</li> </ul>					
Pharmacy-generated antibiotic use report from within the last six months					
<ul> <li>Lab-generated antibiogram report from within the last six months (or from regional hospital)</li> </ul>					
<ul> <li>Audits (monitors and documents) of adherence to hand hygiene</li> </ul>					
<ul> <li>Audits (monitors and documents) of adherence to personal protective equipment use</li> </ul>					
Current list of reportable diseases					
Quarter 2 → Nursing Facility Administrator (NFA) and Director of Nursing (DON) submit current certificate of completion for "Nursing Home Infection Preventionist Training Course" developed by CMS and the CDC.					
<ul> <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>					
**PHARMACY / LAB ANGIOBIOGRAM REPORTS DUE MONTH AFTER QIPP QUARTER ENDS					
Quarter 3					
<ul> <li>Designated leadership individuals for antibiotic stewardship</li> </ul>					



	<ul> <li>Written policies on antibiotic prescribing</li> </ul>					
>	Pharmacy-generated antibiotic use report from within the last six months					
<ul> <li>Lab-generated antibiogram report from within the last six months (or from regional hospital)</li> </ul>						
*	Audits (monitors and documents) of adherence to hand hygiene					
>	Audits (monitors and doc adherence to personal pr equipment use					
>	Current list of reporta	ble disease	s			
Quarte	er 4	National	Baseline	Results	Met Y/N	
Assesse	t of Residents ed and Appropriately the Pneumococcal e.	93.84%	%	%		
Assesse	t of Residents ed and Appropriately he Seasonal Influenza e	96.07%	%	%		



Administrator: Ken Hiscox, LNFA DON: Anthony Leonard, RN

#### **FACILITY INFORMATION**

Spring Branch Transitional Care Center is managed by Caring Healthcare. They are licensed for 198 beds and are comprised of 4 floors. The CMS overall star rating for the facility is 1 with a 2-star rating in Quality Measures. The facility specializes in Behavioral/psychiatric but also has a wing for Korean residents. The census given on the day of report was 181.

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

The Administrator reported they are currently free of COVID\_19. Spring Branch is utilizing their own pharmacy, Med-Options for vaccines. The Administrator reports the percent of residents who are fully vaccinated is 85% and approximately 80% of staff have received a full series of vaccinations and this information is reported to NSHN weekly. The residents Flu vaccine rate is at 85%.

Staffing is still good. Currently, the facility is not using agency for staffing and have normal levels of overtime.

The facility chose weight loss for their annual PIP charter 1 and they chose staff turnover for PIP charter 2 in year 7.

The Administrator reports the facility's new Activity Director had a Christmas and New Year's party and they are planning a Mardi Gras celebration. They also continue with outings to restaurants, etc.

The facility has developed employee care plans for each member of staff to come up with their goals and help them with their next steps. The Administrator reported they had a nice Christmas party and continue with their hall of fame wall for staff.

#### **EDUCATION PROVIDED**

<u>Year Eight QIPP</u> – new measures for components 1, 3 & 4 will be based on quality metrics so make sure you are reviewing the Casper every month and putting PIPs in place if over state or national. <u>MDS Assessments</u> - make sure when resident has a change (UTI or pressure ulcer healed, ADLs, etc.) that new assessments are completed when indicated, especially at the end of the QIPP quarter.

#### **SURVEY Information**

The facility had the state in the building for their full book survey and they received 2 K tags related to a resident with skin breakdown and delay in treatment but then it turned into an IJ which has been cleared and POC accepted.



#### **CLINICAL TRENDING**

*Incidents/Falls:* Information not provided.

*Infection Control:* Information not provided.

<u>Weight loss:</u> Information not provided.

#### Pressure Ulcers:

Information not provided.

#### Restraints:

Spring Branch Transitional Care is a restraint free facility.

#### Staffing:

Staffing is good now.

#### **QIPP SCORECARD**

#### Component 1

Indicator	QAPI & Mtg Dates	PIP's Implemented (Name specific PIP's)
Comprehensive, data driven QAPI Program/Policy that focuses on actions/activities resulting from analysis/quality assess/assurance of indicators of the outcomes of care and quality of life.	Y-2 <sup>nd</sup> or 3 <sup>rd</sup> Wed of month	
QAPI Meeting dates of submission (owner/operator involvement evident)	Y	



#### Component 2

Indicator <u>REVIEW TURNOVER PIP CHARTER FROM</u> THE MONTH PRIOR TO QIPP SUBMISSION. INCLUDE UPDATES TO PIPS AND PREPARE FOR A SUCCESS STORY IN THE LAST QUARTER OF QIPP YR 5.	Benchmark Met Y/N	Comments
Did NF maintain 4 additional hours ( <i>non-managerial</i> ) of RN staffing coverage per day, beyond the CMS mandate?	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-concurrently 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	
<ul> <li>Agency usage or need d/t critical staffing levels</li> </ul>	Ν	
<ul> <li>PIP submitted on the topic of resident-centered culture change, workforce development, and staff retention:         <ul> <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>NEW Retention efforts updated on Current PIP</li> </ul> </li> </ul>	Y	

#### **<u>QIPP Component 3</u>** – CMS Long-Stay Quality Metrics

Indicator	National Benchmark	Baseline Target	Results	Met Y/N	Comments
Percent of high-risk Long-Stay residents with pressure ulcers; including unstageable ulcers	%				Information not provided but per corporate,



			Component met in 1st QTR & on track to meet in 2 <sup>nd</sup> QTR Yr 7
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	%		

### <u>QIPP Component 4</u> – CMS Long-Stay Quality Metrics

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



Quarte	er 2	Y		
>	Nursing Facility Administrator (NFA) and Director of Nursing (DON) submit current certificate of completion for "Nursing Home Infection Preventionist Training Course" developed by CMS and the CDC.			
*	Infection control policies demonstrating data- driven analysis of NF performance and evidence-based methodologies for intervention. (Reviewed within 6 months of reporting period)			
ANGIOB	MACY / LAB IOGRAM REPORTS DUE AFTER QIPP QUARTER			
Quarte	er 3			
Þ	Designated leadership individuals for antibiotic stewardship			
>	Written policies on antibiotic prescribing			
*	Pharmacy-generated antibiotic use report from within the last six months			
>	Lab-generated antibiogram report from within the last six months (or from regional hospital)			
>	Audits (monitors and documents) of adherence to hand hygiene			
>	Audits (monitors and documents) of adherence to personal protective equipment use			
>	Current list of reportable diseases			
Quarte	er 4			



Percent of Residents Assessed and Appropriately Given the Pneumococcal Vaccine.			
Pheumococcal vaccine.		 	
Percent of Residents Assessed			
and Appropriately Given the			
Seasonal Influenza Vaccine			

## Exhibit "E-1"

#### BANK DEPOSITORY AGREEMENT

THIS BANK DEPOSITORY AGREEMENT is entered into as of the 21st day of June, 2023, by and between WINNIE STOWELL HOSPITAL DISTRICT] (the "District"), a political subdivision of the State of Texas created and operating pursuant to the laws of the State of Texas, and FIRST FINANCIAL BANK, NA (the "Bank"), a state chartered bank domiciled in the State of Texas.

#### **RECITALS**:

WHEREAS, the District has designated the Bank as a depository for certain funds of the District; and

WHEREAS, the District requires continuous security for all funds deposited with the Bank; and

WHEREAS, the Bank is a member of the Federal Deposit Insurance Corporation, and, under the terms of the Federal Deposit Insurance Act, funds deposited with the Bank are insured to the extent of at least the amounts established by Federal law; and

WHEREAS, the Bank has agreed to secure deposits of the District with securities which are acceptable as collateral under the Public Funds Collateral Act (Texas Government Code Chapter 2257) and the District's Investment Policy, both as amended from time to time (collectively, "Approved Securities") with an aggregate market value, increased by accrued interest, at least equal at all times to the amount of funds of the District on deposit with the Bank in excess of the amounts insured by the Federal Deposit Insurance Corporation or its successor, which Approved Securities will be pledged to the District; and

WHEREAS, the District and the Bank wish to enter into a written agreement, setting forth the terms and conditions upon which the Bank will transfer funds from the account of the District upon telephonic, telegraphic, oral or written instructions for the transfer of funds of the District;

#### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

<u>Section 1</u>. The Bank represents and warrants that it is a member of the Federal Deposit Insurance Corporation and, under the terms of the Federal Deposit Insurance Act, funds deposited with the Bank are insured to the extent of at least the amounts established by Federal law

Section 2. The Bank shall secure all deposits of the District with Approved Securities having a market value at all times equal to or greater than the funds of the District on deposit with the Bank, to the extent the funds are not insured by the Federal Deposit Insurance Corporation or its successor. The Approved Securities shall be deposited and pledged in safekeeping at another reputable bank or banks that have safekeeping accounts for the Bank or at a trust or safekeeping department within the Bank. The Bank shall: maintain a separate,

accurate, and complete record relating to a pledged investment security, a deposit of District funds, and a transaction related to a pledged investment security; furnish a written schedule of the deposited and pledged securities to the District on a monthly basis; and, ensure that the any banks holding such deposited and pledged securities in safekeeping furnish the District with appropriate safekeeping receipts. The following are Approved Securities which may be pledged as collateral:

- A. Surety bonds issued by a surety company authorized to do business in the State of Texas with a rating of at least A in the current Best's Key Rating Guide, and executed by persons authorized to do so by the laws of the State of Texas and by the surety company;
- B. An obligation that in the opinion of the Attorney General of the United States is a general obligation of the United States and backed by its full faith and credit;
- C. A general or special obligation that is (a) payable from taxes, revenues, or a combination of taxes and revenues and (b) issued by a state or political or governmental entity, agency, instrumentality or subdivision of the state, including a municipality, an institution of higher education as defined by Section 61.003, Education Code, a junior college, a district created under Article XVI, Section 59, of the Texas Constitution, and a public hospital;
- D. A fixed-rate collateralized mortgage obligation that has an expected weighted average life of 10 years or less and does not constitute a "high-risk mortgage security" as such term is defined in Section 2257.0025 of the Collateral Act;
- E. A floating-rate collateralized mortgage obligation that does not constitute a "high-risk mortgage security" as such term is defined in Section 2257.0025 of the Collateral Act; or
- F. A security in which a public entity may invest under the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Investment Act") and that is authorized by the District's Investment Policies set forth in Section 2256.009 of the Investment Act, including but not limited to the following:
  - (1) Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
  - (2) Direct obligations of the State of Texas or its agencies and instrumentalities;
  - (3) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by or backed by the full faith

and credit of the State of Texas or the United States or their respective agencies and instrumentalities; including obligations that are fully guaranteed or insured by the FDIC or by the explicit full faith and credit of the United States;

- (4) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
- (5) Bonds issued, assumed, or guaranteed by the State of Israel;
- (6) Interest-bearing banking deposits that comply with the Public Funds Investment Act;
- (7) Certificates of Deposit and share certificates that comply with the Public Funds Investment Act;
- (8) No-load money market mutual funds that comply with the Public Funds Investment Act;
- (9) No-load mutual funds that comply with the Public Funds Investment Act;
- (10) Certificates of Deposit and Money Market Accounts through cooperative programs such as CDARS (Certificates of Deposit Account Registry Service) and ICS (Insured Cash Sweep) which spread deposits to provide \$250,000 FDIC Insurance Coverage per Financial Institution and insure the total deposit; and
- (10) An investment pool that complies with the Public Funds Investment Act, specifically TexPool, TexPool Prime, TexStar and Texas Cooperative Liquid Assets Securities System Trust.

<u>Section 3</u>. The Approved Securities shall be pledged to secure the payment in full upon demand of any demand deposits of the District in the Bank and the payment in full at maturity or after the expiration of the period of required notice of all time or savings deposits in the Bank. Upon such demand, maturity, or notice, the Bank shall faithfully pay over to the District or any successor bank all balances remaining in the accounts, and, upon this payment, the Approved Securities shall be released. Upon default in payment by the Bank and after giving five days' written notice to the Bank of the default, the District has all of the rights of a secured party under the Uniform Commercial Code with respect to pledged bonds.

<u>Section 4</u>. If the Bank desires to sell or otherwise dispose of one or more of the Approved Securities held in pledge, it may, subject to the approval of the District, substitute for any one or more of the Approved Securities other securities of the same character and amount, and this right of substitution will remain in full force and may be exercised by the Bank as often as it may desire to sell or otherwise dispose of any original or substitute

securities; provided, however, that the aggregate amount of the Approved Securities held in pledge will always be such that the aggregate market value thereof is at least equal to the amount of the deposits increased by accrued interest and decreased by the amount insured by the Federal Deposit Insurance Corporation.

<u>Section 5</u>. If, at any time, the Approved Securities held in pledge have an aggregate market value in excess of the sum on deposit, as increased by accrued interest and decreased by the amount insured by the Federal Deposit Insurance Corporation, then the Bank will have the right to withdraw securities equal in amount to the amount of the excess. In the event of withdrawal, the Bank will promptly notify the District.

<u>Section 6</u>. When the Bank has paid out present and future deposits of the District to the extent that the amount that remains on deposit, including accrued interest, is less than the amount insured by the Federal Deposit Insurance Corporation, the Bank may withdraw all securities held in pledge under this agreement, but prompt notice of the withdrawal must be given to the District.

Section 7. The Bank is hereby authorized to honor, execute, and charge to the District's account at the Bank telephonic requests or orders for the transfer of funds of the District when these requests are received from the authorized representatives of the District specified below and when the requests or orders are for the sole purpose of transferring funds of the District from one District account to another District Account within the Bank. "District Account" means any account opened in the name of the District, with a signature card on file requiring the signatures of two members of the Board of Commissioners on any check or draft issued.

<u>Section 8</u>. The following District board members ("Authorized Representatives") are hereby authorized to issue orders for the transfer of funds of the District under Section 7 of this agreement:

Mr. Ed Murrell	President
Mr. Anthony Stramecki	Vice-President
Robert "Bobby" Way	Treasurer
Jeff Rollo	Secretary
Kacey Vratis	Director

The District, upon affirmative vote of at least three commissioners in a public meeting, may from time to time amend this list of Authorized Representatives at its sole discretion. The District will provide the Bank notice of any amendment.

Section 9. The District will supply to the Bank any other information that the Bank may reasonably request, including, but not limited to, money amounts, accounts affected, date of transfer, supplemental instructions and further evidence of any representative's authority to transfer funds or to do any other act contemplated under these procedures. The Bank will assign the District a Security Code Number which Authorized Representatives will use when requesting the Bank to make funds transfers as authorized hereunder.

<u>Section 10</u>. Bank services will be priced in accordance with the Bank's published Commercial Account Service Charge Schedule and other published price lists. A monthly account analysis will be provided by Bank itemizing services rendered and the price of the services. If net available balances maintained are not sufficient to cover cost of services rendered, Bank will charge the District's account for the deficit. Notwithstanding the above, the Bank shall not charge for the written schedule required by Section 1, above.

Included in and required as part of the duties to be provided by the Bank to the District are the following:

- 1. Preparation of monthly statements showing debits and credits.
- 2. Preparation of all accounts, reports and records as needed for audits.
- 3. Preparation of such other reports, accounts and records from time to time required by the District which are prepared and maintained during Bank's normal course of business.

The Bank shall charge the District at the prevailing rate applicable to other Public Fund customers for furnishing the quantity, quality and type of checks necessary for the District's use during the period for which this agreement is effective.

<u>Section 11</u>. Each of the parties reserves the right to cancel and terminate this Agreement by giving at least 30 days' written notice, by certified mail, to the other party. In such event, this Agreement shall terminate at the expiration of the 30-day notice period.

Section 12. Nothing contained herein shall be construed to contravene the National Banking Laws or the rules and regulations promulgated from time to time by the Comptroller of the Currency.

#### **{SIGNATURE PAGE TO FOLLOW}**

IN TESTIMONY WHEREOF, the parties have executed this agreement in duplicate original by and through the undersigned, their respective duly authorized officers.

WINNIE STOWELL HOSPITAL DISTRICT

By:\_\_\_\_

Name: Edward Murrell] Title: President, Board of Directors Address: 520 Broadway Winnie, Texas 77665

ATTEST:

Name: Jeffrey Rollo Title: Secretary, Board of Directors

(SEAL)

#### FIRST FINANCIAL BANK

By:	 
Name:	 
Title:	

ATTEST:

By:		 
Name:	 	
Title:		

## Exhibit "E-2"

# **FIRST FINANCIAL BANK** Not For Profit Profile & ICS Demand Account Form

Customer Name: Winnie-Stowell Hospital District				
Transaction Account No.: 1110267190	Shadow Account No <sup>1</sup> .:			
Transaction Account Type: B8/34 - PF MM	Shadow Account Type <sup>1</sup> : <b>19</b>			
Account Description: 34 - Money Mkt Public Fund	Additional Accounts Attached: X Yes N/A			
Tax ID Number: 61-1500560	Tax ID Type:   SSN   X   TIN			
Customer Class*: Nonprofit Club or Association	X Public Entity			
* Must be a public entity or a 5013c registered Not for Profit to qualify.				
Contact Name: Edward Murrell	Email Address: murrelledward@yahoo.com			
Primary Mailing Address: 520 Broadway				
City / State / Zip: Winnie, Texas 77665-7600				
Rates <sup>2</sup> :				
Standard FFIN ICS Index Rate %: Master	Rate Number:			
Specific Rate %: -OR-	<b>x</b> Fixed Rate %: <b>4.00</b>			
Please specify Master Rate Number or Product Type for sp	ecific rate:			
FFIN Cap Rate %:				
Notes: IntraFi will not and does not have the ability to change your rate at any time enrolled in the program				
<sup>1</sup> Shadow Account is for Internal use only and will not be visible within Online Banking. The Shadow Account is for tracking purposes only and will maintain a minimum of \$0.01 as long as it is open. This account is a non-transaction account and should not be accessible for anything other than sweep transactions to/from IntraFi.				
<sup>2</sup> All rates are subject to change at bank's discretion. If the rate is indexed it will usually update on the first business day of the month. If the rate is not indexed, it could change at any time.				
Funds may be submitted for placement only after entering into an ICS Deposit Placement Agreement with us.				

Signatures:

Primary Customer Signature Edward Murrell Date First Financial Bank Signature Michael Hunt

Date

President Signer's Name/Title if non-personal

Signer's Name/Title

## FIRST FINANCIAL BANK

### Non-Personal Profile & ICS Demand Account Form Continued

Transaction Account No.: 1110214846	Shadow Account No <sup>1</sup> .:
Transaction Account Type: 11 - Public Funds Checking Non-interest bearing Account Description: <b>Disbursement Account</b> rate: 0.0	Shadow Account Type <sup>1</sup> : <b>I8</b>
Transaction Account No.:	Shadow Account No <sup>1</sup> .:
Transaction Account Type:	Shadow Account Type <sup>1</sup> :
Account Description:	
Transaction Account No.:	Shadow Account No <sup>1</sup> .:
Transaction Account Type:	Shadow Account Type <sup>1</sup> :
Account Description:	
Transaction Account No.:	Shadow Account No <sup>1</sup> .:
Transaction Account Type:	Shadow Account Type <sup>1</sup> :
Account Description:	
Transaction Account No.:	Shadow Account No <sup>1</sup> .:
Transaction Account Type:	Shadow Account Type <sup>1</sup> :
Account Description:	
Transaction Account No.:	Shadow Account No <sup>1</sup> .:
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Transaction Account No.:	Shadow Account No <sup>1</sup> .:
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Account Description:	
Transaction Account No.:	Shadow Account No <sup>1</sup> .:
Transaction Account Type:	Shadow Account Type <sup>1</sup> :
Account Description:	
Transaction Account No.:	Shadow Account No <sup>1</sup> .:
Transaction Account Type:	Shadow Account Type <sup>1</sup> :
Account Description:	
Transaction Account No.:	Shadow Account No <sup>1</sup> .:
Transaction Account Type:	Shadow Account Type <sup>1</sup> :
Account Description:	

## **FIRST FINANCIAL BANK** Non-Personal Profile & ICS Demand Account Form Continued

#### Shadow Account No<sup>1</sup>.: Transaction Account No.: Transaction Account Type: Shadow Account Type<sup>1</sup>: Account Description: Shadow Account No<sup>1</sup>.: Transaction Account No.: Transaction Account Type: Shadow Account Type<sup>1</sup>: Account Description: Shadow Account No<sup>1</sup>.: Transaction Account No.: Transaction Account Type: Shadow Account Type<sup>1</sup>: Account Description: Shadow Account No<sup>1</sup>.: Transaction Account No.: Transaction Account Type: Shadow Account Type<sup>1</sup>: Account Description: Shadow Account No<sup>1</sup>.: Transaction Account No.: Transaction Account Type: Shadow Account Type<sup>1</sup>: Account Description: Shadow Account No<sup>1</sup>.: Transaction Account No.: Transaction Account Type: Shadow Account Type<sup>1</sup>: Account Description: Shadow Account No<sup>1</sup>.: Transaction Account No.: Transaction Account Type: Shadow Account Type<sup>1</sup>: Account Description: Shadow Account No<sup>1</sup>.: Transaction Account No.: Transaction Account Type: Shadow Account Type<sup>1</sup>: Account Description: Shadow Account No<sup>1</sup>: Transaction Account No.: Transaction Account Type: Shadow Account Type<sup>1</sup>: Account Description: Transaction Account No.: Shadow Account No<sup>1</sup>.: Transaction Account Type: Shadow Account Type<sup>1</sup>: Account Description:

## FIRST FINANCIAL BANK

### **ICS Deposit Placement Agreement**

You, the undersigned, enter into this ICS Deposit Placement Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*"):

#### First Financial Bank

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at other financial institutions through ICS<sup>®</sup>, the IntraFi Cash Service<sup>SM</sup> of IntraFi Network LLC ("*IntraFi*") for placing deposits at depository institutions.

#### 1. Deposit Placement

1.1. Agreement and Schedules

(a) **Schedule 1** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Daily Rate. **Schedule 2** describes the account type and placement feature that we will use. **Schedule 3** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Fixed Rate if we offer such placement.

(b) Each participating institution in ICS that is an insured depository institution ("*Destination Institution*") will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000.

(c) Subject to the terms and conditions of this Agreement, when we place deposits in a deposit account at a Destination Institution for your funds placed through ICS (*"Deposit Account"*), the amount of our outstanding placements for you at the Destination Institution through ICS and through CDARS<sup>®</sup>, the Certificate of Deposit Account Registry Service<sup>®</sup>, will not exceed \$250,000.

(d) The Bank of New York Mellon ("*BNY Mellon*") provides services that support deposit placement through ICS. BNY Mellon's services include acting as our sub-custodian and settlement agent.

(e) You must be capable of using, and you agree to use, the Depositor Control Panel ("*DCP*"), an online tool, to review provisional allocations of deposits and for other purposes. You also agree to receive notices that may be posted on the DCP or sent to you by email.

#### 1.2. Deposit Accounts

(a) Deposits that we place for you in Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions.

(b) Each Deposit Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of IntraFi, BNY Mellon, or any other person or entity.

#### 2. Your Relationship With Us

2.1. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through ICS. Under a separate agreement with you that grants us custodial powers ("*Custodial Agreement*"), we will also act as your custodian for the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of a Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDICinsured to the same extent as if it were recorded on the records of a Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts.

(d) All interests that we hold for the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the Deposit Accounts and any interest on those funds.

#### 2.2. Termination of Custodial Relationship

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that it be recorded on the records of the Destination Institution in your name.

(b) We will endeavor to cause any request from you pursuant to Section 2.2(a) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.

(c) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(d) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

3. Custodial Account and Interest Rate

3.1. Custodial Account

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests in the Deposit Accounts ("*Custodial Account*"). We may permit you to have multiple Custodial Accounts.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you ("*Depositor Identifier*"), which will be associated with the Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you use an alternate identifier, you must use the same alternate identifier for all placements of deposits for you, by us or by any other financial institution, through ICS or through CDARS. If you later obtain a TIN, you must promptly report it to us and to any such other institutions, and we may use it as your Depositor Identifier.

3.2. Interest Rate

(a) In ICS-Daily Rate, the interest rate for the Deposit Accounts at Destination Institutions ("*Interest Rate*") will be the then-current rate that we specify, which may be any rate (including zero) and which we may modify at any time. Through your continued participation in ICS-Daily Rate, you accept each applicable Interest Rate.

(b) In ICS-Fixed Rate, if offered, the Interest Rate will be determined as set forth in Schedule 3.

(c) If we permit you to have more than one Custodial Account, we may specify a different Interest Rate for each Custodial Account.

(d) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. Account Type, ICS Settlement, and Statements

(a) Settlement of payments to and from participating institutions in ICS through BNY Mellon that includes the type of deposits we place for you ("*ICS Settlement*") will occur each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("*Business Day*").

(b) You may confirm through the DCP (i) the aggregate principal balance in the Deposit Accounts (*"Program Balance"*) and (ii) the principal balance and accrued interest of the Deposit Accounts at each Destination Institution as of the preceding Business Day or, after ICS Settlement-related processing, as of that Business Day.

(c) We will provide you with a periodic statement of custodial holdings for your funds placed through ICS that will include, as of the end of the statement period, your Program Balance, your principal balance at each Destination Institution, the total interest you have earned on the Deposit Accounts during the period, and the rate of return you have earned on the daily average closing principal balance for the period ("*Statement Period Yield*"). (d) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.1(c), will be the only evidence that you receive of your ownership of the funds. You should retain the account statements.

4.2. Triggering Events

(a) Funds will be transferred to or from the Deposit Accounts in response to an event specified in this Agreement that triggers such movement (*"Triggering Event"*). A Triggering Event may result in a transfer of funds from a root account with us that contains your funds (*"Root Account"*) to the Deposit Accounts at ICS Settlement (*"Program Deposit"*) or a transfer of funds from the Deposit Accounts to the Root Account at ICS Settlement (*"Program Withdrawal"*).

(b) For ICS-Daily Rate, Schedule 1 sets forth Triggering Events applicable to your deposits. For ICS-Fixed Rate, Schedule 3 set forth Triggering Events applicable to your deposits.

4.3. Program Deposits

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.3(b), a Triggering Event for a Program Deposit will result in a transfer of funds to the Deposit Accounts at ICS Settlement the *next* Business Day (*"Regular Program Deposit"*).

(b) Schedule 1 states whether, in ICS-Daily Rate, a transfer of funds to the Deposit Accounts at ICS Settlement on the *same* Business Day (*"Same-Day Program Deposit"*) is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (*"Same-Day Deposit Cutoff Time"*). If Schedule 1 so states, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Deposit.

(c) We may impose a maximum Program Balance amount for deposits that we place for you through ICS and will inform you of any such amount we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to the Deposit Accounts if it would cause the Program Balance to exceed the maximum. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Root Account, but have not yet collected from a third party.

#### 4.4. Program Withdrawals

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal will result in a transfer of funds from the Deposit Accounts at ICS Settlement the *next* Business Day ("*Regular Program Withdrawal*").

(b) Schedule 1 states whether, in ICS-Daily Rate, the transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day (*"Same-Day Program Withdrawal"*) is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (*"Same-Day Withdrawal Cutoff Time"*). If Schedule 1 so states, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Withdrawal.

4.5. Withdrawal Advances; Security Interest

(a) If Schedule 1 states that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, the Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount that you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount that you owe to us, and

(iii) to the extent that the amount that you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in the Deposit Accounts or in any

security entitlements or other interests or assets relating to the Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Root Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in the Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Root Account, we also may decline to honor transactions in the Root Account in accordance with the separate agreement.

#### 4.6. Account Type and Withdrawal Limit, If Any

(a) Deposits that we place for you through ICS-Daily Rate at a Destination Institution will be placed in a Deposit Account that is a demand deposit account ("*DDA*") or a Deposit Account that is a money market deposit account ("*MMDA*"), as provided in Section 1 of Schedule 2.

(b) Section 1 of Schedule 2 provides (i) that we will place deposits for you in DDAs, (ii) that we will place deposits for you in MMDAs, or (iii) that we may place deposits for you in DDAs or MMDAs.

(c) Section 1 of Schedule 2 also provides, if MMDAs will or may be used, (i) that an MMDA Program Withdrawal limit of six per month applies or (ii) that no MMDA Program Withdrawal limit applies.

(d) If a Program Withdrawal limit applies and you exceed the six permitted Program Withdrawals from MMDAs in a month:

(i) We may (A) transfer all the remaining funds in the MMDAs to the Root Account associated with the Custodial Account for the MMDAs or (B), if you also have a Custodial Account for DDA deposits, transfer all the remaining funds in the MMDAs to the Custodial Account for DDA deposits.

(ii) In subsequent months we may effect either such transfer at the time of your sixth Program Withdrawal.

(e) If you exceed the six permitted Program Withdrawals from MMDAs in multiple months, we may also make the Custodial Account for the MMDAs ineligible for Program Deposits.

#### 5. Placement Feature

5.1. Reciprocal and One-Way

(a) If we are an FDIC-insured depository institution, we are eligible to use a feature of ICS in which, when we place deposits, we receive matching deposits placed by other participating institutions in ICS and may pay a fee to IntraFi ("*Reciprocal Feature*").

(b) Whether or not we are eligible to use the Reciprocal Feature, we are eligible to use a feature of ICS in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions ("One-Way Feature").

(c) Section 2 of Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

5.2. Placement Feature and Rate

(a) Interest on the Deposit Accounts will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

5.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

#### 6. Daily Allocation and Depositor Control

6.1. Daily Allocation; Review and Consent

(a) The process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts that they have placed for their own customers and possible limits on the amounts that an institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) The set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect the Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

6.2. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through ICS ("*Exclusions List*").

(b) We may ask you to provide your initial Exclusions List by entering exclusions in Section 3(c) of Schedule 2 or by giving us notice of your Exclusions List in another manner we specify.

(c) An Exclusions List will be effective within one Business Day after the first Business Day on which we have received the Exclusions List from you. (d) You may add to or subtract from your Exclusions List by giving us notice in a manner we specify or by using functionality provided within the Depositor Control Panel. If you do so, the revised Exclusions List will be effective within one Business Day after the first Business Day on which we have received the notice or you have used the functionality.

6.3. Depositor Control Panel

(a) IntraFi will assist us in providing the DCP. The address of the Depositor Control Panel is https://www.depositorcontrol.com.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP, and the knowledge and experience to use an online tool for DCP functionality. In addition, you acknowledge that you must obtain and maintain all equipment and services necessary for access to the DCP.

(c) To access the DCP, you must create login credentials. To create your login credentials, click on "Getting Started" on the DCP home page. Alternatively, we may send to you an email containing a link that will enable you to create login credentials.

(d) From within the DCP, you may invite a user to create login credentials that will permit the user to access your DCP account. Such users may have access to your account information and DCP functionality, and you are responsible for their acts or omissions.

6.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from a Destination Institution and deposited in another Destination Institution.

(b) After the provisional allocation occurs on a Business Day, but before allocation becomes final at ICS Settlement, Depositor Placement Review ("*DPR*") will occur through the DCP. Even if a Destination Institution is not on your Exclusions List, the final allocation that day will not allocate your funds to the Destination Institution if you reject it during DPR through

the DCP. Your rejection of a Destination Institution will be effective only if you submit it before DPR ends.

(c) The DPR period each Business Day will be as follows: 3:00 PM to 3:15 PM Eastern time. Daylight Saving Time applies when nationally in effect. We may change the DPR period by posting notice on the DCP in advance of the change.

(d) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day ("*Proposed Placement List*"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the allocation and your funds will be allocated in accordance with the list.

(e) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated ("Alternate Placement List"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that vou do not reject.

(f) If the provisional allocation on a Business Day would result in funds of yours currently at a Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Root Account.

(g) A Destination Institution that you reject in DPR will also be added to your Exclusions List, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection. (h) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions and rejections of Destination Institutions may increase the chance that funds will not be allocated. If funds not yet transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Root Account.

#### 7. FDIC Insurance Considerations

7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at http://www.fdic.gov or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance. (f) Records that we maintain, or that BNY Mellon maintains for us, reflecting ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through ICS at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.

(i) If we are an FDIC-insured depository institution and the Root Account is eligible for FDIC insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.

(ii) If we are a credit union the share accounts of which are insured by the National Credit Union Administration ("*NCUA*") and the Root Account is a share account with us that is eligible for NCUA insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the NCUA standard maximum share insurance amount of \$250,000.

(iii) If we are not an FDIC-insured depository institution or the Root Account is not eligible for FDIC

insurance coverage, a deposit in the Root Account will not be FDIC-insured. If we are not an NCUAinsured credit union or the Root Account is not eligible for NCUA insurance coverage, a deposit in the Root Account will not be NCUA-insured.

(b) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be responsible for making arrangements with us, if we offer them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(b) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through ICS.

#### 7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account at a Destination Institution after it closes. (d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

#### 8. Additional Considerations

#### 8.1. Compare Rates

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

#### 8.2. Allocation Considerations

(a) ICS allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

8.3. Mutual Institution Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2.

#### 9. <u>Conforming Changes</u>

(a) If you signed a previous version of this Agreement that was captioned "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedules 1 and 2 to this Agreement is the same as the content of Schedules 1 and 2 to the version that you signed, subject to the following changes:

(i) "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" is changed to "ICS Deposit Placement Agreement" and

(ii) "DDA-MMDA Option" is changed to "ICS."

(b) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedule 1 to this Agreement is the same as the content of Schedule 1 to the version that you signed, except that "Transaction Account," if it appears in the version that you signed, is changed to "Root Account."

(c) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 1 of Schedule 2 to this Agreement is as follows:

(i) If the version of the Agreement that you signed provided that we would place deposits for you

only in DDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in DDAs."

(ii) If the version of the Agreement that you signed provided that we would place deposits for you only in MMDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in MMDAs."

(iii) If the version of the Agreement that you signed provided that we might place deposits for you in DDAs or MMDAs, Section 1 of Schedule 2 is deemed to state: "We may place deposits for you in DDAs or MMDAs."

(iv) If the version of the Agreement that you signed provided that an MMDA Program Withdrawal limit would apply and we have not informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "You may use up to six MMDA Program Withdrawals per month."

(v) If the version you signed provided that an MMDA Program Withdrawal limit would not apply or we have informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "No MMDA Program Withdrawal limit applies."

(d) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 2 of Schedule 2 to this Agreement is as follows:

(i) Section 2 of Schedule 2 is deemed to provide that we may use either the Reciprocal Feature or the One-Way Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we might use either ICS Reciprocal or ICS One-Way was checked.

(ii) Section 2 of Schedule 2 is deemed to provide that we will use only the Reciprocal Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we would use only ICS Reciprocal was checked.

(iii) Section 2 of Schedule 2 is deemed to provide that we will use only the One-Way Feature if Schedule 4 to the version that you signed contained no check boxes regarding the use of ICS Reciprocal or ICS One-Way.

(e) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, Section 3 of Schedule 2 is deemed to include any depository institutions that you listed in the former Section 4 of this Agreement except to the extent that you have subsequently removed any such depository institution from your Exclusions List.

#### 10. Other Provisions

10.1. Release and Use of Identifying Information

(a) We may provide information that identifies you ("*Identifying Information*"), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with ICS ("*Service Provider*"), including IntraFi and BNY Mellon. A Service Provider may use Identifying Information in providing services in connection with ICS.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution at which your funds are deposited, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 10.1(a) or Section 10.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY Mellon.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of ICS depositors, as long as it does not individually identify you.

10.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service ("IRS"), and furnish to you, IRS Form 1099-INT or its equivalent,

or IRS Form 1042-S or its equivalent, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.

10.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through ICS at a Destination Institution that is the subject of a theneffective exclusion on your Exclusions List, at a Destination Institution that is the subject of a theneffective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your funds in a Deposit Account at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 10.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 10.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY MELLON BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES. TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

10.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 10.4(a) will not affect the validity of any written addenda to this Agreement into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment or, if no effective date is specified in the amendment, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 10.4 will survive termination.

(d) Except as provided in Section 2.2(d), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The words "include," "includes," and "including" do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign<sup>®</sup> eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign<sup>®</sup> eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

First Financial Bank	Winnie-Stowell Hospital District
Signature:	Signature:
Name and title of authorized signatory (if not individual):	Name and title of authorized signatory (if not individual):
Michael Hunt	Edward Murrell
	<b>President</b>
Date signed:	Depositor TIN: <u>61-1500560</u>
	Email: murrelledward@yahoo.com
	Date signed:

(Add signature lines as needed.)

## Schedule 1 to ICS Deposit Placement Agreement

#### Program Deposits and Program Withdrawals

This **Schedule 1** is part of the ICS Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

#### 1. Specified Terms

(a) For DDAs, the Target Balance, Minimum Sweep Amount, and Minimum Return Amount are as follows:

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$250,000.00	\$0.01	\$0.01

(b) For MMDAs, the Target Balance, Minimum Sweep Amount, and Minimum Return Amount are as follows:

Target Balance	Minimum Sweep Amount	Minimum Return Amount
\$0.00	\$0.01	\$0.01

(c) The Same-Day Deposit Cutoff Time is as follows:



Daylight Saving Time applies when nationally in effect unless checked here

#### 2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in your Root Account balance that causes it to exceed the Target Balance by more than the Minimum Sweep Amount. After posting all your Root Account activity for a Business Day, we will determine whether your Root Account balance exceeds the Target Balance by more than the Minimum Sweep Amount. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the amount by which your Root Account balance exceeds the Target Balance to the Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Root Account and credit a holding account before the transfer of funds to the Deposit Accounts occurs at ICS Settlement.

#### 3. Program Withdrawals

(d) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in your Root Account balance, after the posting of all your Root Account activity for a Business Day, that causes it (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Target Balance by more than the Minimum Return Amount. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from the Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in the Deposit Accounts, sufficient to restore your Root Account balance to the Target Balance.

(e) Subject to the terms and conditions of this Agreement, and subject to the rules and cutoff times that otherwise apply to root accounts with us, we will honor your debit transactions in the Root Account so long as the sum of your Root Account balance and your balance in the Deposit Accounts of the applicable type, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds your Root Account balance. You will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

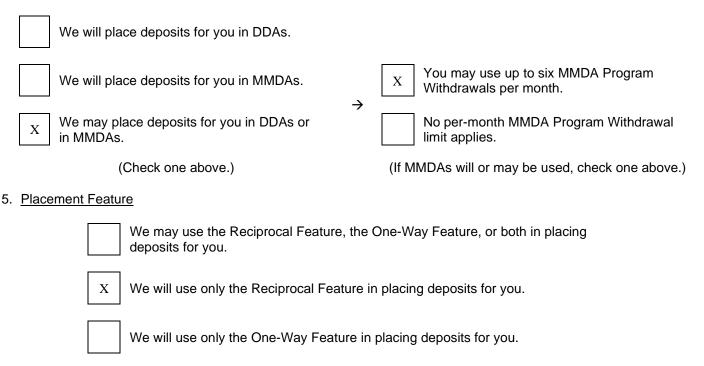
(f) If a Triggering Event for a Program Withdrawal occurs, we may credit the Root Account and debit a holding account before the transfer of funds from the Deposit Accounts occurs at ICS Settlement.

## Schedule 2 to ICS Deposit Placement Agreement

#### Account Type, Placement Feature, and Exclusions

This **Schedule 2** is part of the ICS Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

#### 4. Account Type



(Check one above.)

#### 6. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution's main office (rather than the city and state of a branch location). The Exclusions List may also include the institution's FDIC certificate number or transit routing number. If you do not list any exclusions enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).

## (c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number
Stellar Bank	Beaumont, Texas	58629
Prosperity Bank	Winnie, Texas	16835

(Add lines if necessary.)

Signature of sole or primary Depositor

## **FIRST FINANCIAL BANK**

## **Custodial Agreement**

You, the undersigned, enter into this Custodial Agreement ("Agreement") with the following financial institution ("we" or "us"):

#### **First Financial Bank**

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the CDARS Deposit Placement Agreement, the ICS Deposit Placement Agreement, or a predecessor agreement ("*Deposit Accounts*") for funds of yours placed as deposits through CDARS<sup>®</sup>, the Certificate of Deposit Account Registry Service<sup>®</sup>, or ICS, the IntraFi<sup>®</sup> Cash Service, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts ("*Related Entitlements*"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements ("*Custodial Account*") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our subcustodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law ("*UCC*"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You acknowledge, accept and agree that all Deposit Accounts held by us as your custodian are subject to and controlled by the provisions of the applicable terms and conditions of your Deposit Accounts with us, including our Arbitration Agreement whereunder we have agreed to resolve disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.

8. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity
Edward R Murrell	President
Please set up Sherrie Norris: online access DCP	sherrie@wshd-tx.com

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

First Financial Bank	Winnie-Stowell Hospital District
Signature:	Signature:
Name and title of authorized signatory:	Name and title of authorized signatory (if not individual):
<u>Michael Hunt</u>	Edward Murrell
	<u>President</u>
Date signed:	Depositor TIN: 61-1500560
	Email: murrelledward@yahoo.com
	Date signed:

(Add signature lines as needed.)

# Exhibit "F"

## **AUTHORIZING RESOLUTION**

(First Financial Bank-All Accounts)

At a duly constituted meeting of the Board of Directors of Winnie-Stowell Hospital District ("District"), a political subdivision of the State of Texas established pursuant to CHAPTER 286 OF THE TEXAS HEALTH & SAFETY CODE, held a Regular Meeting on September 20, 2023 and the following resolution was adopted:

**WHEREAS**, during the February 21, 2024 Regular Meeting of the Winnie Stowell Hospital District, duly noticed and attended by a majority of the Board members, the Board unanimously voted to authorize Mrs. Victoria Marie Carlo, as the Administrator's Assistant to enter into treasury management agreements; wire transfer funds, or ACH Funds to or from <u>all</u> of the District's Accounts at First Financial Bank, N.A. ("Bank"), subject to the restrictions set forth below.

WHEREAS, during the February 21, 2024 Regular Meeting of the Winnie Stowell Hospital District, the Board also unanimously voted to remove former Mrs. Sherrie Norris, District Administrator as a signatory effective June 1, 2024

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

- 1) Bank is designated as a depository bank of funds belonging to the Winnie Stowell Hospital District.
- 2) This Resolution applies to all accounts ("Accounts") opened by the District at the Bank under the Winnie Stowell Hospital District's name.
- 3) It is the District's policy that two (2) authorized signers approve any disbursements, including wire transfers or ACH from to or from any District account and subject to any DACA or DAISA pending on any District account.
- 4) The following staff and service provider(s) of the District, listed below, are authorized to enter into treasury management agreements; and to be a co-signer of wire transfers and/or ACHs to or from the District's accounts at the Bank subject to any necessary DAISA or DACA agreement with the Bank:

Name	Title	Signature
Mrs. Victoria Marie Carlo	Administrator's Assistant	

- 5) Effective June 1, 2024, Mrs. Sherrie Norris, the District's Administrator, is to be removed from all accounts at the Bank.
- 6) The District's Administrator, Mrs. Sherrie Norris, is authorized and directed to deliver for and on behalf of the District, a certificate of this resolution to the Bank.
- 7) The Bank is authorized to rely upon this Resolution until the bank has received written notice of any amendment or recession of the resolution.

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

## RESOLUTION APPROVED AND ADOPTED THIS 21ST DAY OF FEBRUARY 2024

## WINNIE STOWELL HOSPITAL DISTRICT

Edward Murrell President

### SECRETARY CERTIFICATE

I, the undersigned, Jeffrey Rollo, Secretary of the Winnie Stowell Hospital District, hereby certify that that the foregoing is a full, true, and correct copy of a resolution duly adopted by the Board of Directors of the Winnie Stowell Hospital District at its Regular Meeting held on February 21, 2024 at which time a majority of the members were present and voted to authorize Mrs. Victoria Marie Carlo, as the Administrator's Assistant to have authority to enter treasury management agreements; to be a co-signer of wire transfer and/or ACH Funds to or from the District's Administrator, from all accounts at the Bank effective June 1, 2024. 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 21st day of February 2024.

Jeffrey Rollo, Treasurer Board of Directors

## **AUTHORIZING RESOLUTION**

(Prosperity Bank, N.A.-All Accounts)

At a duly constituted meeting of the Board of Directors of Winnie-Stowell Hospital District ("District"), a political subdivision of the State of Texas established pursuant to CHAPTER 286 OF THE TEXAS HEALTH & SAFETY CODE, held a Regular Meeting on September 20, 2023 and the following resolution was adopted:

WHEREAS, during the February 21, 2024 Regular Meeting of the Winnie Stowell Hospital District, duly noticed and attended by a majority of the Board members, the Board unanimously voted to authorize Mrs. Victoria Marie Carlo, as the Administrator's Assistant to enter into treasury management agreements; wire transfer funds, or ACH Funds to or from <u>all</u> of the District's Accounts at Prosperity Bank, N.A. ("Bank"), subject to the restrictions set forth below.

WHEREAS, during the February 21, 2024 Regular Meeting of the Winnie Stowell Hospital District, the Board also unanimously voted to remove former Mrs. Sherrie Norris, District Administrator as a signatory effective June 1, 2024

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

- 1) Bank is designated as a depository bank of funds belonging to the Winnie Stowell Hospital District.
- 2) This Resolution applies to all accounts ("Accounts") opened by the District at the Bank under the Winnie Stowell Hospital District's name.
- 3) It is the District's policy that two (2) authorized signers approve any disbursements, including wire transfers or ACH from to or from any District account and subject to any DACA or DAISA pending on any District account.
- 4) The following staff and service provider(s) of the District, listed below, are authorized to enter into treasury management agreements; and to be a co-signer of wire transfers and/or ACHs to or from the District's accounts at the Bank subject to any necessary DAISA or DACA agreement with the Bank:

Name	Title	Signature
Mrs. Victoria Marie Carlo	Administrator's Assistant	

5) The following staff member of the District, listed below, is authorized to be a signer on the District's credit card with Bank.

Name	Title	Signature
Mrs. Victoria Marie Carlo	Administrator's Assistant	

- 6) Effective June 1, 2024, Mrs. Sherrie Norris, the District's Administrator is to be removed from all accounts belonging to the District at the Bank.
- 7) Effective June 1, 2024, Mrs. Sherrie Norris, the District's Administrator is to be removed from all credit cards belonging to the District at the Bank.
- 8) The District's Administrator, Mrs. Sherrie Norris, is authorized and directed to deliver for and on behalf of the District, a certificate of this resolution to the Bank.
- 9) The Bank is authorized to rely upon this Resolution until the bank has received written notice of any amendment or recession of the resolution.

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

## RESOLUTION APPROVED AND ADOPTED THIS 21ST DAY OF FEBRUARY 2024

## WINNIE STOWELL HOSPITAL DISTRICT

Edward Murrell President

### SECRETARY CERTIFICATE

I, the undersigned, Jeffrey Rollo, Secretary of the Winnie Stowell Hospital District, hereby certify that that the foregoing is a full, true, and correct copy of a resolution duly adopted by the Board of Directors of the Winnie Stowell Hospital District at its Regular Meeting held on February 21, 2024 at which time a majority of the members were present and voted to authorize Mrs. Victoria Marie Carlo, as the Administrator's Assistant to have authority to enter treasury management agreements; to be a co-signer of wire transfer and/or ACH Funds to or from the District's accounts at the Prosperity Bank; and to remove Mrs. Sherrie Norris, the District's Administrator, from all accounts at the Bank effective June 1, 2024. 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 21st day of February 2024.

Jeffrey Rollo, Treasurer Board of Directors

## **AUTHORIZING RESOLUTION**

(Stellar Bank, N.A.-All Accounts)

At a duly constituted meeting of the Board of Directors of Winnie-Stowell Hospital District ("District"), a political subdivision of the State of Texas established pursuant to CHAPTER 286 OF THE TEXAS HEALTH & SAFETY CODE, held a Regular Meeting on September 20, 2023 and the following resolution was adopted:

WHEREAS, during the February 21, 2024 Regular Meeting of the Winnie Stowell Hospital District, duly noticed and attended by a majority of the Board members, the Board unanimously voted to authorize Mrs. Victoria Marie Carlo, as the Administrator's Assistant to enter into treasury management agreements; wire transfer funds, or ACH Funds to or from <u>all</u> of the District's Accounts at Stellar Bank, N.A. ("Bank"), subject to the restrictions set forth below.

WHEREAS, during the February 21, 2024 Regular Meeting of the Winnie Stowell Hospital District, the Board also unanimously voted to remove former Mrs. Sherrie Norris, District Administrator as a signatory effective June 1, 2024

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

- 1) Bank is designated as a depository bank of funds belonging to the Winnie Stowell Hospital District.
- 2) This Resolution applies to all accounts ("Accounts") opened by the District at the Bank under the Winnie Stowell Hospital District's name.
- 3) It is the District's policy that two (2) authorized signers approve any disbursements, including wire transfers or ACH from to or from any District account and subject to any DACA or DAISA pending on any District account.
- 4) The following staff and service provider(s) of the District, listed below, are authorized to enter into treasury management agreements; and to be a co-signer of wire transfers and/or ACHs to or from the District's accounts at the Bank subject to any necessary DAISA or DACA agreement with the Bank:

Name	Title	Signature
Mrs. Victoria Marie Carlo	Administrator's Assistant	

- 5) Effective June 1, 2024, Mrs. Sherrie Norris, the District's Administrator, is to be removed from all accounts at the Bank.
- 6) The District's Administrator, Mrs. Sherrie Norris, is authorized and directed to deliver for and on behalf of the District, a certificate of this resolution to the Bank.
- 7) The Bank is authorized to rely upon this Resolution until the bank has received written notice of any amendment or recession of the resolution.

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

## RESOLUTION APPROVED AND ADOPTED THIS 21ST DAY OF FEBRUARY 2024

## WINNIE STOWELL HOSPITAL DISTRICT

Edward Murrell President

### SECRETARY CERTIFICATE

I, the undersigned, Jeffrey Rollo, Secretary of the Winnie Stowell Hospital District, hereby certify that that the foregoing is a full, true, and correct copy of a resolution duly adopted by the Board of Directors of the Winnie Stowell Hospital District at its Regular Meeting held on February 21, 2024 at which time a majority of the members were present and voted to authorize Mrs. Victoria Marie Carlo, as the Administrator's Assistant to have authority to enter treasury management agreements; to be a co-signer of wire transfer and/or ACH Funds to or from the District's accounts at the Stellar Bank, N.A.; and to remove Mrs. Sherrie Norris, the District's Administrator, from all accounts at the Bank effective June 1, 2024. 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 21st day of February 2024.

Jeffrey Rollo, Treasurer Board of Directors

## **AUTHORIZING RESOLUTION**

(TexStar Account)

At a duly constituted meeting of the Board of Directors of Winnie-Stowell Hospital District ("District"), a political subdivision of the State of Texas established pursuant to CHAPTER 286 OF THE TEXAS HEALTH & SAFETY CODE, held a Regular Meeting on September 20, 2023 and the following resolution was adopted:

WHEREAS, during the February 21, 2024 Regular Meeting of the Winnie Stowell Hospital District, duly noticed and attended by a majority of the Board members, the Board unanimously voted to authorize Mrs. Victoria Marie Carlo, as the Administrator's Assistant to enter into treasury management agreements; wire transfer funds, or ACH Funds to or from the District's Accounts at TexSTAR ("Bank"), subject to the restrictions set forth below.

WHEREAS, during the February 21, 2024 Regular Meeting of the Winnie Stowell Hospital District, the Board also unanimously voted to remove former Mrs. Sherrie Norris, District Administrator as a signatory effective June 1, 2024

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

- 1) Bank is designated as a depository bank of funds belonging to the Winnie Stowell Hospital District.
- 2) This Resolution applies to all accounts ("Accounts") opened by the District at the Bank under the Winnie Stowell Hospital District's name.
- 3) It is the District's policy that two (2) authorized signers approve any disbursements, including wire transfers or ACH from to or from any District account and subject to any DACA or DAISA pending on any District account.
- 4) The following staff and service provider(s) of the District, listed below, are authorized to enter into treasury management agreements; and to be a co-signer of wire transfers and/or ACHs to or from the District's accounts at the Bank subject to any necessary DAISA or DACA agreement with the Bank:

Name	Title	Signature
Mrs. Victoria Marie Carlo	Administrator's Assistant	

- 5) Effective June 1, 2024, Mrs. Sherrie Norris, the District's Administrator is to be removed from all accounts at the Bank.
- 6) The District's Administrator, Mrs. Sherrie Norris, is authorized and directed to deliver for and on behalf of the District, a certificate of this resolution to the Bank.
- 7) The Bank is authorized to rely upon this Resolution until the bank has received written notice of any amendment or recession of the resolution.

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

## RESOLUTION APPROVED AND ADOPTED THIS 21ST DAY OF FEBRUARY 2024

## WINNIE STOWELL HOSPITAL DISTRICT

Edward Murrell President

### SECRETARY CERTIFICATE

I, the undersigned, Jeffrey Rollo, Secretary of the Winnie Stowell Hospital District, hereby certify that that the foregoing is a full, true, and correct copy of a resolution duly adopted by the Board of Directors of the Winnie Stowell Hospital District at its Regular Meeting held on February 21, 2024 at which time a majority of the members were present and voted to authorize Mrs. Victoria Marie Carlo, as the Administrator's Assistant to have authority to enter treasury management agreements; to be a co-signer of wire transfer and/or ACH Funds to or from the District's accounts at the TexSTAR Bank; and to remove Mrs. Sherrie Norris, the District's Administrator, from all accounts at the Bank effective June 1, 2024. 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 21st day of February 2024.

Jeffrey Rollo, Treasurer Board of Directors

## Exhibit "G"

## **Power of Attorney** an

OMB No. 1545-0150 For IRS Use Only

Received by:

d Declaration of Represe	entative
--------------------------	----------

► Go to www.irs.gov/Form2848 for instructions and the latest information.

Internal Revenue Service Go to www.irs.gov/Form2848 for instructions and the latest information.				Name			
Part I Power of Attorney				Telephone			
Caution: A separate Form 2848 must be completed for each taxpayer. Form 2848 will not be honored			ored	Function			
for any purpose other than representation before the IRS.				Date	/	/	
<b>1 Taxpayer information.</b> Taxpayer must sign and date this form on p	page 2, line 7.						
Taxpayer name and address	Taxpaye	er identificatio	n number(s)				
WINNIE-STOWELL HOSPITAL DISTRICT	61-150	00560					
PO BOX 1997	Daytime	telephone nu	umber	Plan nu	mber (if ap	plicat	ole)
WINNIE, TX 77665-1997							
hereby appoints the following representative(s) as attorney(s)-in-fact:							
2 Representative(s) must sign and date this form on page 2, Part II.							
Name and address	CAF	No	0305-8	7521R			
KIMBERLEY J. PETERSON, ARMANINO LLP	PTIN		P01264	452			
2700 CAMINO RAMON, SUITE 350	Telep	hone No.	408	-200-644	40	_	
SAN RAMON, CA 94583		lo		9-5137			
Check if to be sent copies of notices and communications	Check if new: Ac			No. 🗌	Fax	No.	<u> </u>
Name and address	CAF	No. 260	05-75037R				
		P0017					
STEVEN R. ROSSMAN, ARMANINO LLP 1600 MARKET STREET, SUITE 3300		hone No.					
PHILADELPHIA, PA 19103	Fax N		215-6			-	
Check if to be sent copies of notices and communications	Check if new: Ac	ddress 🗌	Telephone	No. 🗌	Fax	No.	
Name and address	CAF	No					
	PTIN						
	Telep	hone No.					
		lo					
(Note: IRS sends notices and communications to only two representatives.)	Check if new: Ac	ddress 🗌	Telephone	No. 🗌	Fax	No.	
Name and address	CAF	No					
	PTIN						
	Telep	hone No.					
	Fax N						
(Note: IRS sends notices and communications to only two representatives.)	Check if new: Ac	ddress	Telephone	No. 🗌	Fax	No.	
to represent the taxpayer before the Internal Revenue Service and perform	the following acts:						
3 Acts authorized (you are required to complete line 3). Except for	r the acts described	l in line 5b, l a	authorize my	represe	ntative(s) t	o rece	ive and
inspect my confidential tax information and to perform acts I can				•	. ,		
representative(s) shall have the authority to sign any agreements,	consents, or similar	documents	(see instruct	ions for	line 5a for	autho	rizing a

Whistianiowar Practitionar Liscinina PLR FUIA (31/11 Panaity Sec	r Period(s) (if applicable) see instructions)				
Information Reporting 1099	2021				
Civil Penalty Civil Penalty	2021				
4 Specific use not recorded on the Centralized Authorization File (CAF). If the power of attorney is for a specific use CAF, check this box. See <i>Line 4. Specific Use Not Recorded on CAF</i> in the instructions					
5a       Additional acts authorized. In addition to the acts listed on line 3 above, I authorize my representative(s) to perform the following acts (see instructions for line 5a for more information):         □       Access my IRS records via an Intermediate Service Provider;         □       Authorize disclosure to third parties;         □       Other acts authorized:					

**b** Specific acts not authorized. My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability.
 List any other specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b):

6 Retention/revocation of prior power(s) of attorney. The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this form. If you do not want to revoke a prior power of attorney, check here

#### YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

7 Taxpayer declaration and signature. If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, partnership representative (or designated individual, if applicable), executor, receiver, administrator, trustee, or individual other than the taxpayer, I certify I have the legal authority to execute this form on behalf of the taxpayer.

▶ IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.

Signature

Date

Title (if applicable)

WINNIE-STOWELL HOSPITAL DISTRICT

Print name of taxpayer from line 1 if other than individual

#### Part II Declaration of Representative

Under penalties of perjury, by my signature below I declare that:

Print name

- I am not currently suspended or disbarred from practice, or ineligible for practice, before the Internal Revenue Service;
- I am subject to regulations in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
  - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - **b** Certified Public Accountant a holder of an active license to practice as a certified public accountant in the jurisdiction shown below.
  - c Enrolled Agent-enrolled as an agent by the IRS per the requirements of Circular 230.
  - d Officer-a bona fide officer of the taxpayer organization.
  - e Full-Time Employee-a full-time employee of the taxpayer.
  - f Family Member-a member of the taxpayer's immediate family (spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
  - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the IRS is limited by section 10.3(d) of Circular 230).
  - h Unenrolled Return Preparer—Authority to practice before the IRS is limited. An unenrolled return preparer may represent, provided the preparer (1) prepared and signed the return or claim for refund (or prepared if there is no signature space on the form); (2) was eligible to sign the return or claim for refund; (3) has a valid PTIN; and (4) possesses the required Annual Filing Season Program Record of Completion(s). See Special Rules and Requirements for Unenrolled Return Preparers in the instructions for additional information.
  - k Qualifying Student or Law Graduate receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student, or law graduate working in a LITC or STCP. See instructions for Part II for additional information and requirements.
  - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

## ▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2.

**Note:** For designations d–f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column.

Designation— Insert above letter <b>(a-r).</b>	Licensing jurisdiction (State) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number (if applicable)	Signature	Date
а	СА	160616		
b	PA	CA03690L		



February 16, 2024

Laurence Daspit HMG Healthcare, LLC 1780 Hughes Landing Blvd., Suite 500 The Woodlands, TX 77380

Dear Laurence:

Armanino<sup>LLP</sup> ("Armanino," "we" or "us") is pleased to provide the services described below (the "Services") to HMG Healthcare, LLC ("Client" or "you" or the "Organization"). The Services are subject to the terms and conditions of this engagement letter and Armanino LLP Tax Services Terms, located at <a href="https://www.armaninollp.com/taxservices/pennsylvania">https://www.armaninollp.com/taxservices/pennsylvania</a> (together, this "Agreement").

#### SERVICES

We will prepare the federal income tax return(s) for the year ended December 31, 2023.

We will provide the tax consulting services (general tax advisory services) as defined in Annex A Description of Services Armanino LLP Tax Services Terms.

#### **ENGAGEMENT ADMINISTRATION: PRICES**

Steve Rossman is the engagement partner and is responsible for supervising the Tax Services and will assign work on the engagement to others at our firm, who may include CPAs and other staff and owners who are not CPAs.

Our fee for the Services will be based on the complexity of services, value delivered, and our hourly rates.

You will also be billed for administrative, technology, travel, and other out-of-pocket expenses, which typically range between 5% - 8% of the total price for the Services. Additionally, we may assess a surcharge of up to 20% of total price if extraordinary effort is required to meet filing deadlines due to your delay in delivery of all information and documentation required to complete your tax filings identified in our document request list.

Any additional professional services not specifically described in the scope of Services above, such as any amended returns, any applicable Forms 1099, sales, use, or payroll tax forms, required extensions or estimates, state nexus analysis, R&D credit studies, Section 382 analysis, Section 174 analysis, acquisition analysis, or any additional time and effort we may spend as a result of the changes in tax legislation that may impact your income taxes, will be billed separately using our standard hourly rates stated on Schedule 1. We anticipate that there will be out-of-scope services for this engagement. We will communicate these out-of-scope services with you.

Armanino LLP will only provide services related to the Employee Retention Credit ("ERC") available under the CARES Act under a separate engagement letter, the terms of which shall solely govern those services, including determination of eligibility, calculations, filings and the IRS review or audit thereof. If you have previously claimed or received a refund related to the ERC, you acknowledge that: as part of this engagement, we are not providing any review or determination of eligibility for the ERC, have advised you of the IRS' heightened scrutiny of such filings, and you have ultimate responsibility for compliance with all ERC requirements. You agree to take full responsibility for any disallowance of your ERC if examined and later reversed, including the repayment of the credit, penalties, and interest. You agree to indemnify and hold our firm and any of its shareholders, principals, officers, directors, members, employees, agents, or assigns harmless with respect to any tax, credit claw back, penalties, interest, or liability of any kind that may result from the disallowance of your ERC.

Additionally, we anticipate working with your existing knowledgeable points of contact within your organization while providing these services to achieve the efficiencies required to offer this pricing.

We may recommend other professionals such as attorneys, insurance agents, appraisers, etc. to perform functions beyond our expertise or for which we are not licensed. Any professionals so retained will charge a separate price for their services and we, or related entities, may receive indirect benefits from certain third parties from whom you purchase goods or services related to our provision of services. No such professionals will be retained on your behalf without your prior consent (email is sufficient).

By signing below, you hereby represent and warrant that you have an authority to sign this Agreement on behalf of the individuals and entities covered by this Agreement, and have a full authority to direct us to perform the Services on behalf of all the entities and individuals listed herein, and you agree to indemnify us for any and all damages, costs, claims, expenses or other liability (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach by you of the representations and warranties set forth herein.

We cannot perform any tax services on your behalf until we have received a signed engagement letter. It is your responsibility to provide us, at least 60 days prior to a filing deadline, with the complete and accurate information necessary for us to prepare timely, complete and accurate returns. Failure to adhere to this timeframe may cause you to pay inadequate amounts with extensions or cause you to file delinquent returns, both of which may expose you to penalties and interest assessments.

We may use third party providers located outside of the United States to assist with the preparation of your tax return under our supervision. We may also use Armanino employees that are temporarily working outside of the United States as well as personnel from affiliates of Armanino and other Armanino-affiliated entities (including our wholly owned subsidiary based in India and contractors in the Philippines). Armanino will review all returns before they are finalized. In addition, we may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process your information in connection with the delivery of certain services. Armanino is committed to maintaining the confidentiality and security of your information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of client information, provided we may use electronic media to transmit client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to you for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of your information.

You may terminate the Services at any time by giving us 30 days written notice. If you terminate the Services, you will pay for the Services performed and expenses incurred through the effective date of termination.

We appreciate the opportunity to be of service to you and believe this Agreement accurately summarizes the terms applicable to the Services. If you have any questions, please let us know. If you agree with the terms of this Agreement, please sign the enclosed copy and return it to us.

\* \* \*

Sincerely,

Sto R. Lass

Steven R. Rossman Partner

THIS AGREEMENT, INCLUDING THE ARMANINO LLP TAX SERVICES TERMS LOCATED AT <u>HTTPS://WWW.ARMANINOLLP.COM/TAXSERVICES/PENNSYLVANIA</u>, IS HEREBY APPROVED AND ACCEPTED:

HMG Healthcare, LLC

By:

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

Laurence Daspit

#### SCHEDULE 1 BILLING RATES

The following are our standard hourly tax billing rates as of January 1, 2024:

Partner	\$625 - \$825
Director	\$475 - \$620
Senior Manager	\$410 - \$535
Manager	\$360 - \$470
Senior	\$255 - \$405
Staff	\$190 - \$305

## Exhibit "H"

	70/30			
Facility ID	106794	110342		
Owner Type	NSGO	NSGO MONT BELVIEU		
E	TRINITY REHABILITATION	REHABILITATION &		
Facility Name	& HEALTHCARE CENTER	HEALTHCARE CENTER	20.225	
Medicaid Days	12,203	18,132	30,335	
IGT	\$ 657,915	\$ 977,572	\$ 1,635,486	
Comp 1 Value (after IGT return	\$ 48,297	\$ 71,763	\$ 120,060	
Comp 2 Value	\$ 255,515	\$ 379,661	\$ 635,176	
Comp 3 Value	\$ 255,515	\$ 379,661	\$ 635,176	
Comp 4 Value	\$ 239,083	\$ 355,244	\$ 594,327	
Total Component Value	\$ 798,410	\$ 1,186,329	\$ 1,984,738	
Comp 1 Attainment	100%	100%	100%	
Comp 2 Attainment	75%	75%	75%	
Comp 3 Attainment	75%	75%	75%	
Comp 4 Attainment	75%	75%	75%	
Comp 1 Payout (after IGT retur	\$ 48,297	\$ 71,763	\$ 120,060	
Comp 2 Payout	\$ 191,636	\$ 284,745	\$ 476,382	
Comp 3 Payout	\$ 191,636	\$ 284,745	\$ 476,382	
Comp 4 Payout	\$ 179,312	\$ 266,433	\$ 445,745	
Lapse Funds	\$ 112,517	\$ 167,185	\$ 279,702	
Total Payments	\$ 723,399	\$ 1,074,872	\$ 1,798,271	
Pillar Stone Payment (70%)	\$ 506,379	\$ 752,410	\$ 1,258,789	
NSGO Split (30%)	30%	30%	30%	
Net After Split	\$ 217,020	\$ 322,462	\$ 539,481	

## **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 February 21, 2024 the following resolution was adopted:

**WHEREAS**, during its February 21, 2024 Regular Meeting, the Board of Directors determined that it was in the best interest of the District to acquire the following nursing facilities from Pillar Stone Healthcare Company, LLC (hereafter referred to "Facilities" or "Facility"):

Nursing Facilities	Address
Mount Belvieu Rehabilitation &	14000 Lakes of Champions Blvd.
Healthcare Center	Mount Belvieu, Texas 77523
Trinity Rehabilitation & Healthcare	314 E. Caroline St.
Center	Trinity, Texas 75868

**WHEREAS**, during the Board Regular Meeting, a majority Board of Directors unanimously voted to:

- 1. Establish depository accounts for each Facility consistent with the District's other nursing home accounts at First Finanical Bank ("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.; Administrator, Sherrie Norris; and the District's Certified Public Account, MiKayla Vidal, as signatories for the District's accounts and enter into Treasury Management Services Agreements with Bank.

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

- (1) 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	
MiKayla Vidal	District Certified Public Account	
Mrs. Victoria Marie Carlo	Administrator's Assistant	

- (4) The officers and employee named above have provided specimen signatures herein and are authorized to sign signature cards and Accounts agreements.
- (5) Effective June 1, 2024, Mrs. Sherrie Norris, the District's Administrator is to be removed from all accounts at the Bank.

- (6) The Administrator of the District or the District's General Counsel are authorized and directed to deliver for and on behalf of the District, a certificate of this resolution to the bank.
- (7) The Bank is authorized to rely upon this Resolution until the bank has received written notice of any amendment or recession of the resolution.
- (8) The District is authorized to enter into Treasurer Management Agreements for the newly established accounts, subject to this Resolution on behalf of the 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 21st day of February 2024.

Jeffrey Rollo, Secretary

## CERTIFICATE

I, the undersigned, Jeffrey Rollo, Secretary of the Winnie Stowell Hospital District, hereby certify that that the foregoing Resolution to establish depository accounts for each Facility at First Finanical Bank 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 February 21, 2024 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 21st day of February 2024.

Jeffrey Rollo Secretary, Board of Directors

## Exhibit "J"

## Exhibit "B"

#### WINNIE STOWELL HOSPITAL DISTRICT GRANT/SPONSORSHIP COVER SHEET

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

#### Date: 2/14/2024

Organization/Individual Requestin Organization/Individual Address:	538 BROADWAY				
	WINNIE, TX 77665				
Contact Person: MO DANISHMUND					
Title: CFO					
Phone Number: 409-767-1003		: 409-730-8055			
E-Mail Address: MO@STARCOIMPEX.	COM				
Name of Project, Program or Even	t: PACs Replacement				
Date of Program or Event: 02/14/202					
Is your organization (check one):					
	as tax-exempt under Sections 5	01(c) (3) or 170(c) of the United States Internal			
	by of organizations tax and exen				
Public Agency	,	, prosi international			
Private Healthcare Provid	ler				
□ None of the above					
Dollar Amount or In-kind Services	Requested: \$32,650				
Please provide a comprehensive de	scription of how the District's r	esources will be used (Please complete below,			
or you may also attach support mat	erial): RMC WILL USE THE DISTRICT	RESOURCES TO REPLACE IT'S FAILING PACS SYSTEM.			
Which of the following does the re	quested sponsorship support (ch	neck all that apply):			
Indigent Care		Economic Development			
Community Healthcare		Community Outreach			
in achieving its stated purposes. (P	lease complete below, or you m	equest will help the District will assist the District ay also attach support material): HCARE OT THE COMMUNITY AND INDIGENT PATIENTS.			
Please verify that this grant is a tax designed purpose and no money do $\Lambda - \Lambda$		f the grant proceeds will be spent for the ed to offset taxes of any kind.			

Signature	N	
Name MO DANI	SHMUND	
Title CFO		



#### **Organizational Background**

Riceland Medical Center (RMC), formerly Winnie Community Hospital, is a critical access hospital located in Chambers County, Winnie, Texas. RMC plays a pivotal role in bridging the urban/rural healthcare divide in southeast Texas. Since its acquisition in 2014, RMC has been committed to providing costeffective care, leveraging cutting-edge technology, and ensuring an outstanding patient care experience.

#### **Description & Beneficiaries**

RMC's outdated Picture Archiving and Communication System (PACs) is in dire need of replacement. The current system, which can no longer be updated, poses a significant threat to seamless patient care. PACs, or Picture Archiving and Communication Systems, are integral to modern healthcare for several reasons:

- 1. Efficient Data Management: PACs streamline the storage and retrieval of medical images, eliminating the need for physical film and enabling quick access to patient data.
- 2. Enhanced Collaboration: The upgraded PACs system will facilitate seamless sharing of imaging data, fostering collaboration among healthcare professionals. This is particularly crucial for multidisciplinary teams involved in patient care.
- Improved Diagnostic Accuracy: Advanced PACs systems, such as the proposed Konica Minolta Symmetry PACs, come equipped with features that enhance diagnostic accuracy. This leads to more precise and timely medical interventions.
- Quicker Access to Information: Patients at RMC will benefit from quicker access to their diagnostic information, resulting in faster treatment decisions and improved overall healthcare experiences.

The proposed upgrade involves replacing the failing PACs system with the Konica Minolta Symmetry PACs, directly interfaced with our reading radiology group. This upgrade will benefit all patients utilizing RMC, ensuring efficient imaging services with quicker access to diagnostic information.

#### **Evaluation Grant Request**

Out of the three bids received, Riceland Medical Center has selected the Konica Minolta Symmetry PACs for several compelling reasons. One key factor is the system's ability to directly interface with our reading radiology group, which provides all the readings and reports for the medical images.

Benefits of Konica Minolta Symmetry PACs

- Seamless Integration: The Symmetry PACs system seamlessly integrates with our reading radiology group, streamlining the workflow and ensuring a direct and efficient transfer of imaging data.
- Real-time Reporting: Direct interfacing allows for real-time reporting, enabling our healthcare
  professionals to access timely and accurate information crucial for diagnosis and treatment
  planning.



3. Enhanced Collaboration: The direct interface enhances collaboration between radiologists and other healthcare providers, fostering a multidisciplinary approach to patient care.

Choosing Konica Minolta Symmetry PACs is a strategic decision to ensure that our imaging services are not only technologically advanced but also seamlessly integrated into our existing healthcare ecosystem.

#### Impact & Sustainability

The new Konica Minolta Symmetry PACs system comes with world-class support from Konica's dedicated IT support team. This support ensures that our PACs software operates with minimal disruption and downtime, allowing our focus to remain on what's most important – patient care.

Key Support Features:

- Well-trained Engineers: Konica's engineers are well-trained to address any eventualities of our PACS software. Their expertise ensures a smooth workflow with minimal disruptions.
- **24/7 Availability:** The IT support team is available 24/7 for emergency requests, defined as critical or high-severity issues such as site downtime, major component failure, or data breach.

We are committed to sustaining the benefits of this project beyond completion. Regular monitoring and evaluation of project outcomes will be conducted, with adjustments made as necessary to ensure we meet our goals and provide the highest quality care possible.

#### **Funding Request**

RMC seeks funding support from the Winnie Stowell Hospital District (WSHD) to cover the total cost of the new PACs system, amounting to \$32,650.00. This includes the base cost of the Konica Minolta Symmetry PACs and installation/data migration fees.

There is an optional interface with the Federally Qualified Health Center's Electronic Medical Records (eCW). That is quoted from the PAC's vendor at \$19,000. There will be an additional cost from the EMR vendor for the interface on their end. A quote will need to be obtained for this directly from eCW. The FQHC is currently reviewing/demo-ing this interface.

RMC commits to submitting invoices to WSHD promptly upon receiving the necessary funds.

#### **Project Timeline**

Given the urgency of the situation, the project needs to commence as soon as possible. The current PACs system is failing intermittently, causing delays, and potentially compromising patient care. A swift initiation will ensure a seamless transition to the upgraded system and mitigate any risks associated with the current system's instability.

#### **Budget Allocation**

The total budget for the PACs system upgrade is \$32,650.00. This includes the cost of the Konica Minolta Symmetry PACs and installation/data migration fees. The budget allocation reflects a judicious use of funds to address the critical need for a state-of-the-art imaging system.



#### Conclusion

Riceland Medical Center's commitment to excellence in patient care, combined with the pressing need to upgrade our PACs system, makes this grant proposal a crucial step toward ensuring the continued well-being of our community. We sincerely request the support of the Winnie Stowell Hospital District in funding this essential project, and we are confident that the proposed upgrade will have a lasting positive impact on healthcare delivery in our region.

Thank you for considering our grant proposal. We look forward to the opportunity to discuss this project further and address any questions or concerns you may have.



# We have prepared a quote for you

### Riceland Medical Center - Symmetry PACS Zthernet

Quote # WK032356 Version 1 January 11, 2024

# Prepared for:

### [2721482] Riceland Medical Center

Robert Jacobs rjacobs@ricelandhealthcare.com



### Symmetry PACS

ltem	Description	Price	Qty	Ext. Price	
JE01J1D	Symmetry PACS - 5,000 Annual Exams with 5-Year Support Konica Minolta has deployed an entirely web-based, zero footprint, radiology software platform far superior to other PACS systems available on the market. Symmetry PACS was designed with the purpose of providing never before seen speed and workflow efficiency with the most advanced features and toolsets available. All prior PACS have been forced to sacrifice speed or functionality, but Symmetry PACS delivers both.	\$20,500.00	1	\$20,500.00	
	-Zero Footprint Viewer -Full DICOM viewer -Compatible with all Operating System (Mac, Windows, Linux) -Server-Side-Rendering -Single Integrated Database -Tablet Viewing				
	Concurrent Users: Symmetry PACS functionality allows for no more than 20 concurrent users (including physician portal users) Annual Study Volume License: This license queries on a perpetual 365-day calendar from current day. Up to 5,000 Annual Exams per year.				
	***If the end user location grows beyond licensed study volume during the contract, additional charges will apply. Additional blocks of 2,500 annual exams can be purchased using UE01J8C. PACS will be installed for 1 site. ***Additional sites will require additional training and configurations. Additional site installations may be purchased using UE01J7B (2 Days Remote Training) or UE01J6C (1 Week Onsite Training) The Symmetry PACS Package will include the following, in addition to the PACS:				
	Symmetry PACS Physician Portal x1 Provide referring physicians secure, remote web access to review their results and access their images. Physicians can order exams directly from the Portal as well as electronically sign-off their				

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### Symmetry PACS

item	Description	Price	Qty	Ext. Price
	exam orders. Group referring physicians together by clinic and office location so that multi-provider groups can access results for all their patients. *Note: Customer is responsible for creating an URL for Portal access *Note: The Symmetry PACS Physician Portal user count does count towards the max availability of 20 concurrent users within the Symmetry PACS system.			
	Symmetry PACS Professional Services - 2 Day Remote Includes project management and applications training for a single site and up to 5 staff. Additional training may be purchased for additional sites and staff for additional fees. *Additional Remote Professional Services may be purchased using UE01J7B for 2 Day Remote Training. *On-Site Training may be purchased using UE01J6C for 1 Week Onsite Training.			
	Symmetry PACS Software Support – 5 years [UE01J3E] World-class support from our dedicated IT support team to address all eventualities of your PACS software. From a workflow perspective, our well-trained engineers ensure your PACS software continues to work with minimal disruption and downtime so you can get back to what's most important – patient care. *			
	Available Support Hours: Monday through Friday, 8:00am to 8:00pm, EST, excluding holidays and weekends. Extended remote technical support available 24/7 for emergency requests - defined as critical or high severity issues (site down, major component down, or data breach).			
	Critical/MFR & High severity issues should be reported via Telephone Support Line to ensure prompt response and to minimize patient care impact: U.S.: 833.562.2737   Canada: 877.678.3583			
	All other support requests should be submitted via Online Customer Portal (https://support.kmhapub.com/PremierCustomer/Home.aspx) or our Telephone Support Line.			
	* Software support for Symmetry PACS and extended modules * Coverage begins at Go-Live, or D&A Acceptance, whichever			



### Symmetry PACS

Item	Description	Price	Qty	Ext. Price
	occurs first * Coverage includes warranty period End of Term Renewal: Renewals are subject to Terms and Conditions of the Sales Agreement. At time of renewal, customer will pay the current prevailing rate. This includes the initial Symmetry PACS package, options, and additional purchases added to the monthly amount during the term.			
UE00J60	EXA TO EXA-Reportsn with HNRA (DR. SHAFI) Reports are sent from one EXA PACs system to another. This process encrypts the file and eliminates the HL7	\$6,750.00	1	\$6,750.00
SW-OPAL- FORWARDER	Forwarder Software License - to send to VM Forwarder is used to transmit images from the imaging facilities to the Konica Cloud, quickly and securely, without the need of a VPN. -Small footprint allows install on existing PC -Requires remote install (included with each forwarder license purchase) -Allows for secure transfer drastically improving sending time of DICOM studies -Up to 10x faster than DICOM send *No hardware included* - Forwarder PC hardware specs to be provided by Konica Symmetry PACS Engineering.	\$0.00	2	\$0.00
ZTHERNET	ZTHERNET HOSTING         To be deployed in environment provided by Zthernet.         Konica Minolta Healthcare America's Inc. grants the use of the license to Southwest X-Ray/Riceland Medical Center for a term of 60 months. Included is advanced support technical (break/fix) assistance and other services purchased in this contract.         Southwest X-ray and Zethernet are responsible for implementation, system configuration, infrastructure management and level 1 support of the Symmetry software for the 60 month term.	\$0.00	1	\$0.00

Subtotal:

\$27,250.00



### **Professional Services**

item	Description	Price	Qty	Ext. Price
JE05J80	Data Migration - PACS Images - Dicom Only - Per TB	\$2,700.00	2	\$5,400.00
	<ul> <li>Migration of PACS data from legacy system to Konica Minolta solutions. Includes:</li> <li>Migration of prior data (DICOM studies and limited patient demographics)</li> <li>Non-DICOM patient demographics are importable with a customer provided CSV file</li> <li>All action performed Remotely (Konica Minolta will need remote access to the old and new servers)</li> <li>All windows Updates and SQL updates should be run prior to Konica Minolta engineer engaging remotely</li> <li>Data Migration - PACS Images does NOT include:</li> <li>Migration of radiology results (requires UE05J81)</li> <li>Migration of non-DICOM patient information via HL7 (requires UE05J82)</li> <li>Migration of scanned documents (requires UE05J83 and/or UE06J55)</li> <li>Migration of billing data</li> <li>Data migration requires cooperation from source PACS systems vendor for proper migration validation and may incur additional cost from the source vendor. Lack of consistency in the source data included, but not limited to, duplicate MRNs or incorrect DICOM data may cause conflicts in the Exa/Symmetry system. Konica Minolta will make every effort to avoid these conflicts.</li> </ul>	If migration exce amount will be b		

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### **Professional Services**

item	Description	Price	Qty	Ext. Price
UE09J24	Software Applications Training – Remote (1 Additional Day) Remote Software Applications Training Post Customer Go-Live   Remote – Per Day	\$2,700.00	0	\$0.000.00
F	<ul> <li>Application training and system configuration</li> <li>8-hour training day with break for lunch</li> </ul>			
	*Excludes DR Apps Training *Excludes Billing Training			
n de System Roctor de	Apps Training – Remote, Per Hour can be purchased using UE02J3A Apps Training – Remote, 1 Week can be purchased using UE09J25			

Subtotal: \$5,400.00

### HL7 Integration with ECW

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### \*Optional

Item	Description	Price	Qty	Ext. Price
SW-HL7- MODALITY	HL7 Modality Worklist Provides PACS system interface for passing patient demographics and modality configuration.	\$6,500.00 \$6,500.00	1	\$6,500.00
	SIU Patient Demographics -EMR/EHR/PM sends out-bound message to KMHA -KMHA can accept both new and update messages OR ORM Exam Orders -EMR/EHR/PM sends out-bound message to KMHA -New, Updates, Cancellations			
SW-HL7- REPORTS- OUTBOUND	HL7 Reports Out to ECW Approved reports and addendums sent to the 3rd party vendor in approved HL7 format. - This can be sent as Text / RTF format in ORU message or Base 64Bit PDF format.		1	\$6,500.00

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### HL7 Integration with ECW

\*Optional

item	Description	Price	Qty	Ext. Price
SW-HL7-URL- IMAGE-OPEN	HL7 URL image Open Software Requires the purchase of KMHA's HL7 Modality Worklist Interface To open a specific study, one of the following is sent to EMR/EHR: -DICOM study_uid [information generated by modality]-DICOM study_id [information provided to modality by MWL and/or technician	\$6,500.00	1	\$6,500.00
	-Accession Number [Information provided to modality by MWL and/or technician](May be required for MU2 attestation)			

\*Optional Amount:

\$19.500.00

### End of Term Renewal

ltem	Description	Price	Qty	Ext. Price
Item End of Term Renewal	Any license granted under the Sales Agreement only grants Customer the right to use the Licensed Programs during the Term set forth on the quote. KMHA reserves all right, title and interest in and to the Licensed Programs, documentation, updates and materials created or generated by KMHA in connection with the performance of support and services with respect to the Licensed Programs. Unless otherwise agreed between customer and KMHA, at the end of the Term Customer shall discontinue use of the Licensed Programs, and the Licensed Programs in Customer's possession shall be immediately returned to KMHA or Customer shall destroy the Licensed Programs and submit a certification confirming the same. Unless otherwise agreed between customer and KMHA, the initial term shall mean 5 years or 60	Price \$0.00	Qty 1	Ext. Price \$0.00
	months from the final deliver and acceptance sign off. Customer will need to contact KMHA a minimum of Six (6) months prior to end of term to determine renewal option. Customer will also need to have a valid service contract beyond the initial term in order to receive the benefits from KMHA's customer support services.			

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### **Payment Schedule**

item	Description	Price	Qty	Ext. Price
Payment Schedule	This quote is the result of our discussions of the product scope, requirements, number of users/exams, pricing and timing. If any information is incorrect or has not been presented, this quote may be voided and replaced with a new quote/proposal. This quote constitutes an offer by KMHA. It does not constitute a binding agreement unless and until both parties have fully executed both this quote and a Sales Agreement.	\$0.00	1	\$0.00
	The terms and conditions set forth in the Sales Agreement are fully incorporated herein by reference. Customer acknowledges that it has read the product and services descriptions in the quote, the applicable pricing, and the terms and conditions set forth in the Sales Agreement.			
	Any license granted under the Sales Agreement only grants Customer the right to use the Licensed Programs during the Term set forth on the quote. KMHA reserves all right, title and interest in and to the Licensed Programs, documentation, updates and materials created or generated by KMHA in connection with the performance of support and services with respect to the Licensed Programs.			
	Customer further acknowledges that KMHA may have provided equipment to Customer for purposes of integration and acceptance testing and that any such equipment is and will continue to be owned by KMHA. KMHA thus has a security interest in any such equipment.			
	Unless otherwise agreed between customer and KMHA, at the end of the Term Customer shall discontinue use of the Licensed Programs, and the Licensed Programs in Customer's possession shall be immediately returned to KMHA or Customer shall destroy the Licensed Programs and submit a certification confirming the same. Customer shall also immediately return any and all equipment provided in order for Customer to use the Licensed Programs to KMHA.			
	Unless otherwise agreed between customer and KMHA, the initial term shall mean five (5) years or sixty (60) months from the final deliver and acceptance sign off. Customer will need to contact KMHA at a minimum of six (6) months prior to the end of the initial term to determine renewal options. Customer will also need to have a valid service contract beyond the initial term in order to receive the			

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### **Payment Schedule**

ltern	Description	Price	Qty	Ext. Price
	benefits of KMHA's customer support services.			
	Payment Terms to KMHA for Phased Projects:			
	(a) Equipment will be paid for in full (100%) upon receipt by customer.			
	(b) Prerequisites-the following documents shall be fully executed:			
	-Quote (Order Form);			
	-Sales Agreement.			
	There would be a payment due of twenty percent (20%) of the <i>net</i> project cost (after equipment) at the completion of this milestone.			
	A Statement of Work (SOW), which would include, but not be limited to, data migration, HL7 and a training plan, shall be completed prior to KMHA beginning work on the next milestone.			
	(c) KMHA Deliverable. Server is online and accessible and software has been accessed within twenty-four (24) hours of initial login. There would be a payment due of an additional thirty percent (30%) of the <i>net</i> project cost (after equipment) at the completion of this milestone.			
	(d) Customer acceptance. Pre-Go-Live. There would be a payment due of an additional forty percent (40%) of the <i>net</i> project cost (after equipment) at the completion of this milestone.			
	(e) Training signoff.			
	(f) Go Live: Clinical Use/Operational Signoff-Delivery and Acceptance. There would be a payment due of the last ten percent (10%) of the <i>net</i> project cost (after equipment) at the completion of this milestone.			
	(g) Post Go-Live Support.			
	9. Method of Payment:			
	(a)Capital/Milestone . Customer agrees to the Milestone Payment Method described in this quote.			

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### **Payment Schedule**

ltem	Description	Price	Qty	Ext. Price
	(b)Financing. KMHA will require a Purchase Order from Konica Minolta Payment Services ("KMPS or the Customer's bank before the project commences.	")		

### Cybersecurity

Item	Description	Price	Qty	Ext. Price
Cybersecurity	As the Customer and Covered Entity under HIPAA, you have the responsibility to protect your PACS system (Exa server) and all interconnecting networks that house PHI data (not applicable to systems using a private cloud service to store and transmit PHI). Please ensure that you have the appropriate physical security and cybersecurity deployed to safeguard PHI data from breach or ransomware. These measures should be aligned to your risk acceptance and privacy rule standards, under the HIPAA regulatory requirements, from the Department of Health and Human Services ("HHS").	\$0.00	1	\$0.00
1	<ul> <li>These safeguards are (but not limited to):</li> <li>1. Reasonable perimeter security (area access restrictions);</li> <li>2. Appropriate network segmentation.</li> <li>3. Multiple firewalls and routers.</li> <li>4. Data encryption at any points of PHI. "At rest" and "in transit;"</li> <li>5. Appropriate endpoint protection. AV / Malware protection, Endpoint Detection and Response EDR.</li> <li>6. An appropriate Disaster Recovery and Business Continuity (DRBC) plan that is tested regularly to ensure it will work properly in the event of ransomware attack or system failure.</li> <li>At no time should you have port 104 (or any other port) open directly to the internet without a robust and up to date VPN that uses 256 AES data encryption.</li> </ul>			

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### **Riceland Medical Center - Symmetry PACS Zthernet**

#### Prepared by:

Southwest X-Ray James Stegall Region Sales Manager (972) 742-0390 JamesS@swxray.com

#### Prepared for:

[2721482] Riceland Medical Center 538 Broadway Winnie, TX 77665 Robert Jacobs rjacobs@ricelandhealthcare.com (972) 401-0411

#### Quote Information:

Quote #: WK032356 Version: 1 Delivery Date: 01/11/2024 Expiration Date: 01/31/2024

### Quote Summary

Description		Amount
Symmetry PACS		\$27,250.00
Professional Services		\$5,400.00
	Total:	\$32,650.00

### \*Optional Expenses

Description		Amount
HL7 Integration with ECW		\$19,500.00
	Optional Subtotal:	\$19,500.00

This proposal is the result of our discussions of the product scope, requirements, number of users/exams, pricing and timing. If any information has been misrepresented or has not been presented, this quote may be voided and replaced by a new quote/proposal.

This quote/proposal is subject to the terms and conditions set forth in a Sales Agreement. This quote/proposal, when accepted, shall be appended to the Sales Agreement and both documents shall be read and considered as a single document. CUSTOMER, BY SIGNING THIS QUOTE BELOW AND BY SIGNING THE SALES AGREEMENT, ACKNOWLEDGES THAT IT HAS READ THE PRODUCT AND SERVICES DESCRIPTIONS IN THE QUOTE, THE APPLICABLE PRICING, AND THE TERMS AND CONDITIONS AS SET FORTH IN THE SALES AGREEMENT, AND ACKNOWLEDGES THAT IT UNDERSTANDS AND AGREES TO THE SAME.

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Southwest X-Ray

Signature: James W Stegall

Name: James Stegall

Title: Region Sales Manager

Date: January 11, 2024

**Riceland Medical Center** 

Signature: Mohammed Danishmund (Feb 13, 2024 16:05 CST)

Name: Mohammed Danishmund

Date: 13/02/2024

### Aspyra's MedVIEW<sup>®</sup> PACS Proposal

Term:

Proposal specifically prepared for: Proposal valid for 90 Days from this date:

#### Riceland Healthcare (fka Winnie Hosp)

8-Jan-24

Proposal Number:

MedVIEW-20240108-0646A Thirty Six (36) Months from first productive use<sup>4</sup>

Tenn.	( nir	ty SIX (30)	wonths from	i first product	iveuse
ASPYRA MedVIEW <sup>®</sup> PACS System	Up Front Costs	Quantity per Month	Monthly Unit Price	Monthly Extended Price	Projected Annual Price <sup>1</sup>
Base System - "ESSENTIALS"					
Our Base System includes AccessSERVER, Web Portal for system users' access, system administrator's Management Station tool, automated jobs capabilities. Minimum studies per month is 300/Mo.		420	\$0.3800	\$159.60	\$1,915.20
Upgrade to "STANDARD" (Requires Essentials)					
Includes our base system plus ImageSTITCH - The functiopnality to join copies of multiple images to form a single unified view (Site License). Also includes MedVIEW's MIP/MPR (Maximum Intesity Projection and Multi-Planar Reconstruction with Volume Rendering (Site License).		420	\$0.0800	\$33.60	\$403.20
User licenses				1.1.1.1.1.1	
MedVIEW Full/MedVIEW Web combination license. This is the license that is used by your Physicians for viewing images, entering diagnosis' and writing or dictating reports. Includes Full Client and Thin Client license.		Unlimited	\$150.00	\$150.00	\$1,800.00
MedVIEW Web Viewer licenses for use with Patient Portal and referring Physician view only access (by patient)		Unlimited	\$150.00	\$150.00	\$1,800.00
Interfaces	the second	31.1	E. S		
DICOM connection license for connection of Modalities to the base system. A separate license is required for each modality that will be sending studies (images) to the PACS.		4	\$50.00	\$200.00	\$2,400.00
Bi-Directional Integration with (CPSI & cElinicalWorks) EMR's 3		2	\$150.00	\$300.00	\$3,600.00
Installation, Training and Support		1.2	N		1.1.1
Migration of Old Existing PACS version - Due to age of PACS version in place, an information migration is required to bring all existing settings, configuration and master files to the new system. 4 hours at \$187.50/hr = \$750.00	\$750.00	N/A	N/A	N/A	N/A
Data Migration from Old PACS System - Archive Data to be moved to new System and location. 2.0 TB at \$1,500.00 per TB = \$3,000.00	\$3,000.00	N/A	N/A	N/A	N/A
Professional Services Web-Based Training - (Per 1-hour sessions) Training includes 2 one-hour web-sessions with this offer.		2	N/A	N/A	N/A
Monthly Support Fee - Support is provided 24 x 7 x 365 to maximize benefit to our customers		1	\$245.00	\$245.00	\$2,940.00
Total Price - Monthly and Yearly <sup>1</sup>	\$3,750.00			\$1,238.20	\$14,858.40

PACS Server Options and other considerations are on the next page. Note that one of the Server Options are required for operation of the PACS. Server Option #1 will take advantage of the Aspyra Cloud and its resources. Server Option #2 will put server control in the hands of your IT team and may save you some money.

#### Continued on Next Page.

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#### Riceland Healthcare Proposal No.: MedVIEW-20240108-0646A

Server Option #1					
Up Front Costs	Quantity per Month	Monthly Unit Price	Monthly Extended Price	select the options offered	
\$500.00	1	\$575.00	\$575.00		
\$500.00	3	\$100.00	\$300.00		
\$2,211.00	٦	\$0.00	\$0.00		
\$3,762.00	1	\$0.00	\$0.00		
\$6,973.00	0		\$875.00	1	
	Costs \$500.00 \$500.00 \$2,211.00 \$3,762.00	Costs         per Month           \$500.00         1           \$500.00         3           \$2,211.00         1           \$3,762.00         1	Costs         per Month         Price           \$500.00         1         \$575.00           \$500.00         3         \$100.00           \$2,211.00         1         \$0.00           \$3,762.00         1         \$0.00	Costs         per Month         Price         Extended Price           \$500.00         1         \$575.00         \$575.00           \$500.00         3         \$100.00         \$300.00           \$2,211.00         1         \$0.00         \$0.00           \$3,762.00         1         \$0.00         \$0.00	

# Server Option #2 On-Site Server

Due to supply chain challenges, Aspyra is no longer offering the sale of Servers directly. We recommend you contact your local hardware provider or National Distributor i.e. Dell

Due to Microsoft licensing limitations effective 1/1/23, Aspyra is no longer offering the stand-alone resale of Microsoft products.

ASPYRA MedVIEW® PACS System Options	Up Front Costs	Quantity per Month	Monthly Unit Price	Projected Annual Price <sup>1</sup>	Accept Each Option
Interfaces		Correction of the	1.11		
Reading Group HL7 Interface <sup>3</sup> - HL7 will be required to your reading group if the reading group DOES NOT use MedVIEW.	1	1	\$100.00	\$1,200.00	

Projected Annual Price<sup>1</sup> - This amount is subject to change based on actual number of studies which will be reviewed and adjusted annually.

Cloud Hosting<sup>2</sup> - This is pricing for hosting in Aspyra's cloud server farm hosted by partner Bit Refinery.

Reading Group HL7 Interface3 - For a automated study completion and archiving process, an HL7 Interface to your reading group is required.

Subscription Licensing<sup>4</sup> - Your licesne will be active for a minimum of a 36 month committment. Failure to complete the 36 monthly payments will not relieve the prospect of the obligation to this commitment.

#### Sales Tax is not included and will be billed at the appropriate local rate.

#### FINANCIAL TERMS

ASPYRA'S payment terms for the subscription licensing and use of the ASPYRA System are as follows: Upfront Costs (i.e. Hardware/3rd party) and two month's subscription amount are due with your order. First month Live will be credited from the deposit and the remainder will be held as a deposit for the term of the agreement. Monthly Subscriptions will be billed on the 1st of each month and due Net 10 Days. Accounts not paid by the due date are subject to suspension of access until paid including additional deposits if warranted. An Automatic EFT is the preferred payment method.

#### ASPYRA WARRANTY

ASPYRA warrants to Buyer that the Products will, when operated in accordance with the manufacturer and user documentation will perform in accordance with the Functional Specifications as set forth in the original Hardware Sales / Software License Agreement.

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# **Financial Proposal**

Attention:Riceland MedicalDate:01 / 16 / 2024Quote Reference:000775

Prepared for: Prepared by:

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PaxeraHealth Transforming Healthcare Through Innovation

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# PaxeraHealth

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### Software and Services:

SKU	Name	Discoun
SyrcloudX-Ray/US 10	<ul> <li>5 Year PaxeraPACS-Cloud X-Ray/US (5,000 Annual Volume)</li> <li>PaxeraUltima is a cloud, web-based PACS for storing, managing, and viewing medical images from multiple modalities.</li> <li>Easy to scale up with continued facility growth.</li> <li>Zero Footprint Viewer for all mobile devices, browsers, and operating systems</li> <li>Diagnostic viewer with smart hanging protocols designs and multimonitor support</li> <li>Comprehensive measurement, annotation, and image processing toolboxes.</li> <li>Patient history timeline and table</li> <li>Customizable interface, including keyboard shortcuts, shortcut panel, right click menu, and image information.</li> <li>Admin tool to manage user accounts and permissions and view all audit trails</li> <li>Import / Export DICOM and non-DICOM with built-in DICOM routing</li> <li>Printing tool for DICOM and regular printers</li> <li>Business analytic tools to monitor facility workflow</li> <li>iPaxera (native app) for tablet viewing</li> </ul>	-\$18,000.4
PXGTWY	PaxeraGateway Install on a workstation in the facility to receive DICOM images and automatically send them to the PaxeraCloud for later viewing. Minimum specs for the hardware or VM: (Not included) Windows 10 or windows server 2016 (or higher) 16GB RAM Intel I7 or equivalent Internet mbps – minimum of 50 up/down recommended 100+ up/down	-\$1,288.0
PXBRKR	PaxeraBroker Standard HL7 interface engine.	-\$3,864.0
PRO6	Remote Hourly Implementation Hourly remote Implementation Professional Service	\$0.0
PRO70 Professional Services for HL7 Broker - provide MWL (20 hours) Professional Services for HL7 Broker - Single Integration - provide MWL. Supports ORU, ORM, or ADT messages		-\$2,520.0

## PaxeraHealth

PRO80	Professional Services - HL7 Broker - Link in EMR (20 hours) Professional Services - HL7 Broker - Link in EMR. Supports ORU, ORM, or	-\$2,520.00
	ADT messages (Single Integration)	
MGT50	Move DICOM studies into PaxeraHealth PACS or VNA - 2TB	-\$1,200.00
	Migration of legacy DICOM data to PaxeraUltima server (Per TB). Q/R migration of DICOM objects	
PR07	Remote Hourly Application Training 4 hours	\$0.00
	Application Training by a trained application specialist to learn how the system works and to assist with system front end configuration and customization	
GOLIV	Go Live implementation	\$0.00
	Go live planning and acceptance	
SUP305yr	Standard support 5 year	\$0.00
	Support and Maintenance Agreement- support assistance provided by phone, e-mail, and chat. Mon. through Fri. 9:00am - 6:00pm EST.	

#### Annual Subscription: \$12,236.80/Year

This proposal is an annual subscription model for the term for the agreement for: 5 Years

#### Notes:

Payment Terms: 5 year software subscription. Subscription billed annually, year 1 due 100% on signing. Years 2-5 to be billed one month prior to each anniversary, due net 30 days of invoice. All studies over the annual limit of 5,000 studies to be billed to customer at \$2.00/study at the end of each year.