

EXHIBIT “A”

AMENDED AND RESTATED
WINNIE STOWELL HOSPITAL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT FOR
PROGRAM CONSULTANT SERVICES

This Agreement for Program Consultant Services (“Agreement”) is made on January 1, 2024 (“Effective Date”) between the **Winnie Stowell Hospital District**, a political entity of the State of Texas (“District”) located at 520 Broadway Ave, Winnie, TX 77665, and **Patricia Ojeda** (“Program Consultant” or “Temporary Indigent Director”), an individual residing at 298 PR 6124, Woodville, TX 75979.

RECITALS

WHEREAS, the District desires to engage the services of a Program Consultant, as an independent contractor, to assist in managing and overseeing the District’s Indigent Care operations and other related programs, and to render her services on the terms and conditions provided in this Agreement; and

WHEREAS, the Program Consultant desires to render services and assist in management and oversight of the District’s Indigent Care operations and other related programs for the District on the terms and conditions provided in this Agreement; and

WHEREAS, therefore, the District’s Board engages the services of Mrs. Patricia Ojeda ~~as the District’s Program Consultant~~ during the November 15, 2023 Regular Meeting to work as an outside consultant to assist with the task set forth in Exhibit “A” and to be paid \$75.00 per hour and to work up to thirty (30) hours per week at the direction of the District’s Administrator.

WHEREAS, due to the resignation of Mrs. Ojeda’s replacement, Mr. Carson Jordan on April 10, 2024 and the District’s inability to timely replace Mr. Jordan with a qualified staff member, during the May 15, 2024 Regular Meeting, the District’s Board agreed to engage Mrs. Ojeda to serve as the District’s temporary Indigent Care Director (“Temporary Indigent Director”) in addition to the services she provides the District as an outside consultant until a replacement for Mr. Jordan can be hired.

~~— In consideration of the mutual promises contained in this Agreement, the parties agree as follows:~~

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I. TERM

1.01 This Agreement is for a period of one (1) year, commencing on January 1, 2024, and thereafter shall automatically renew for successive one (1) year periods until terminated by

either party.

- 1.02 This Agreement may be terminated for any reason by either party at any time by giving thirty (30) days advance written notice to the other party.
- 1.03 In the event that the Program Consultant breaches the terms of this Agreement, exceeds the authority in this Agreement; or violates the District's Bylaws or the laws of the State of Texas, this Agreement may be terminated immediately by the District's Administrator.

ARTICLE II. CONTRACTOR SERVICES

- 2.01 The services to be rendered by Program Consultant for the District shall be as an independent contractor under the direction, supervision, and prior approval of the District's Administrator, the District's Indigent Care Director, or General Counsel and shall include the task set forth in the Job Description attached as Exhibit "A".
- 2.02 Separate and apart from the Program Consultant work, as the Temporary Indigent Director, the Program Consultant agrees to return to work, also as an Independent Contractor, at the District's Offices to perform all the task required of the Indigent Care Director until such as time as a replacement can be hired.
- 2.03 With the exception of worker's compensation benefits, the contracting party provides no benefits, such as unemployment insurance, health insurance to independent contractor. Contracting party is only interested in the results obtained by the Contractor.
- 2.04 The District shall not be responsible for federal, state, and local taxes derived from the Program Consultant's net income or for the withholding and/or payment of any federal, state, and local income and other payroll taxes, disability benefits or other legal requirements applicable to the Contractor.
- 2.05 During her time as a Temporary Indigent Director, Mrs. Ojeda may act as agent for, or on behalf of, the District, or to represent the District. However, while serving as a Program Consultant, prior consent from the District's Administrator is required to act as the District's agent.

Commented [HO11]: Patricia, prior to working as the Program Consultant, I would get prior approval unless specifically asked to assist as I did yesterday.

~~Article II.~~ ARTICLE III. FEE AND BENEFITS

- ~~2.01~~ 3.01 ~~For services to be rendered under this Agreement, as a Program Consultant, Mrs. Ojeda will be paid entitled to a fee of \$75.00 per hour, which will be paid to Program Consultant on a monthly basis during the monthly District Board meeting after the submission of an itemized invoice during the first week of each month.~~
- ~~3.02~~ If Program Consultant incurs expenses in the performance of the services, Program

~~Consultant shall present a reimbursement request as part of the Program Consultant's monthly invoice along with a receipt for such Expenses. All expenses incurred by Program Consultant shall be approved by the District's Administrator prior to being incurred. While serving as the Districts' Temporary Indigent Care Director, Mr. Ojeda shall be paid~~
~~on a~~
~~basis.~~

3.03 Mrs. Ojeda shall submit a monthly invoice for the services rendered during the preceding at least seven (7) days prior to the following month's regularly scheduled monthly meeting. basis during the monthly District Board meeting. For time spent as the Program Consultant, Mrs. Ojeda's invoice shall be itemized and for time spent as the Temporary Indigent Director the invoice shall be on a flat rate basis as set forth in Section 3.02.

3.04 If Mrs. Ojeda incurs expenses in the performance of the services, she shall present a reimbursement request as part of the monthly invoice along with a receipt for such Expenses. All expenses incurred by Mrs. Ojeda shall be approved by the District's Administrator prior to being incurred.

Commented [HO12]: Patricia, Anthony told me what you all discussed but I am leaving this blank until we get Board approval. For time spent between now and the time of your invoice, keep track of time as "Served as Temporary Indigent Director" and the number of hours.

Commented [HO13]: Does this make sense? I'm suggesting that you submit the invoice for the prior month seven days before the meeting and the invoice would be itemized for time spent as Program Consultant and a flat rate for the Temporary position.

~~Article III. — CONTRACTOR SERVICES~~

~~3.01 The services to be rendered by Program Consultant for the District shall be as an independent contractor under the direction and supervision of the District's Administrator, or the District's Indigent Care Director if authorized by the District Administrator and shall include the task set forth in the Job Description attached as Exhibit "A".~~

~~3.02 With the exception of worker's compensation benefits, the contracting party provides no benefits, such as unemployment insurance, health insurance to independent contractor. Contracting party is only interested in the results obtained by the Contractor.~~

~~3.03 The District shall not be responsible for federal, state, and local taxes derived from the Program Consultant's net income or for the withholding and/or payment of any federal, state, and local income and other payroll taxes, disability benefits or other legal requirements applicable to the Contractor.~~

~~3.04 The Program Consultant may act as agent for, or on behalf of, the District, or to represent the District if approved by the District Administrator but shall not bind the District in any manner.~~

ARTICLE IV. DEVOTION OF TIME

4.01 As the Program Consultant, Mrs. Ojeda shall serve at the discretion of the District's Administrator, or General Counsel, on an as needed basis. Prior to performance work performed as the Program Consultant, the parties shall use their best efforts to agree on the scope of work and estimated time to complete the task requested.

4.02 While serving as the Temporary Indigent Director, Mrs. Ojeda is expected to work

~~Article IV.~~**ARTICLE V. -DUTIES AND REPRESENTATIONS OF DISTRICT**

~~4.01~~5.01 District shall own and maintain all the equipment and assets necessary for Program Consultant to perform his duties pursuant to this Agreement and agrees to maintain these assets in a state of good repair at all times.

~~4.02~~5.02 The District agrees to make such assets fully available and to be placed in the possession of Program Consultant to be used by Program Consultant in accordance with this Agreement and the protocols adopted by District from time to time in order for Program Consultant to carry out the terms of this Agreement.

~~4.03~~5.03 The District shall insure all of the equipment and property reasonably required to provide the services required by the Program Consultant in this Agreement hereunder or cause same to be insured for loss or damage of such kind usually insured against by entities similarly situated.

~~4.04~~5.04 At all times during the term of this Agreement and following the expiration of any policy currently held by the District, District shall maintain Worker's Compensation with respect to Program Consultant.

~~4.05~~5.05 The District shall be responsible for filing a 1099 for Program Consultant within the required time set forth by the Internal Revenue Service.

~~Article V.~~**DEVOTION OF TIME**

~~During the first three (3) months of this agreement, the Program Consultant may devote no more than thirty (30) hours per week to the performance of the duties of the position, and if additional time is needed, Program Consultant shall receive the written consent of the District's Administrator. Following the first three (3) months of this Agreement, the Program Consultant may work no more than twenty (20) hours per week unless the Program Consultant receives the written consent of the District's Administrator.~~

ARTICLE VI. INDEMNIFICATION.

- 6.01 CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DISTRICT AGAINST ANY AND ALL LOSSES, COSTS, DAMAGES, EXPENSES, AND LIABILITIES OF WHATEVER NATURE (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, LITIGATION AND COURT COSTS, AMOUNTS PAID IN SETTLEMENT AND AMOUNTS PAID IN DISCHARGE OF JUDGMENTS) DIRECTLY OR INDIRECTLY RESULTING FROM OR ARISING OUT OF THE CONTRACTOR'S NEGLIGENCE OR FAULT IN FAILING TO PERFORM PROVISIONS OF THE AGREEMENT.
- 6.02 TO THE EXTENT ALLOWED BY THE LAWS OF THE STATE OF TEXAS, THE DISTRICT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CONTRACTOR AGAINST ANY AND ALL LOSSES, COSTS, DAMAGES, EXPENSES, AND LIABILITIES OF WHATEVER NATURE (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, LITIGATION AND COURT COSTS, AMOUNTS PAID IN SETTLEMENT AND AMOUNTS PAID IN DISCHARGE OF JUDGMENTS) DIRECTLY OR INDIRECTLY RESULTING FROM OR ARISING OUT OF THE DEPARTMENTS NEGLIGENCE OR FAULT IN FAILING TO PERFORM PROVISIONS OF THE AGREEMENT BY DEPARTMENT.
- 6.03 EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

ARTICLE VII. CONFIDENTIAL INFORMATION

- 7.01 Each Party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other Party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving Party reasonably should know is confidential ("Confidential Information") as confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.
- 7.02 Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally

known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any federal or state law.

7.03 As part of this Agreement, the Parties agree to enter into the attached Business Associate Agreement set forth in **Exhibit “B”**.

ARTICLE VIII. MISCELLANEOUS PROVISIONS.

8.01 This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).

8.02 Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

8.03 If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

8.04 This Agreement shall not be assigned by either party without the express consent of the other party.

8.05 A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

8.06 This Agreement is to be governed by and construed in accordance with the laws of the State of Texas. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN CHAMBERS COUNTY, TEXAS.

Signature Page Follows

The Parties are signing this Agreement on the date stated in the introductory clause.

WINNIE STOWELL HOPITAL DISTRICT

PROGRAM CONSULTANT

By: _____

Name: Edward Murell

Title: Board of Directors, President

By: _____

Name: Patricia Ojeda

Title: Program Consultant

Exhibit “A”
Job Description—Program Consultant

Subject to the request of the Winnie Stowell Hospital District (“District”) Board of Directors or District Administrator, the duties for the Program Consultant shall include, but are not limited to assistance with the following:

1. Training incoming Indigent Care Director to be able to perform all the job duties associated with the position. ~~Serve as a subject matter expert and consultant to the incumbent Indigent Care Assistance Program (ICAP) Director to assist with questions related to determining eligibility for new applicants and continual eligibility of established clients for Indigent Care services by reviewing and by researching and referring the ICAP Director to established laws, regulations, policies, procedures, and standards.~~
2. ~~Serve as a subject matter expert and consultant to the incumbent Indigent Care Assistance Program (ICAP) Director to assist with questions, tracking, and reporting related to specialty care referrals requests.~~
3. 2. ~~Serve as an interpreter for Spanish speaking clients and/or guests to the District’s office.~~
4. ~~Serve as staffing back up to provide office coverage for staff needing time off.~~
5. ~~Assist with the Prescription Assistance Program (PAP) and the Youth Counseling Program for residents of the District.~~
6. ~~Provide assistance with overseeing the grant administration and reporting.~~
7. ~~Serve as a representative of the District at community events, including but not limited to Health Fairs, promotional events, etc.~~
8. 3. ~~Assist with collaborating with representatives of other governmental or private human service agencies and/or health care professionals to negotiate Service Contract Agreements to provide needed services for the District’s eligible Indigent residents.~~
9. 4. ~~Assist in planning, developing, and maintaining policies and procedures for operation of the ICAP, PAP, and Youth Counseling programs, ensuring adherence to established federal, state, and local laws, rules, regulations, policies, and procedures.~~
10. ~~Assist with identifying and implementing process improvement initiatives.~~
11. 5. ~~Assist with auditing medical bills for approved referrals/authorizations, amounts in excess of established threshold, as well as comparing itemized charges against submitted invoices and claim documents to ensure charges reflect services administered.~~
12. ~~Assist with the preparation and presentation, if necessary, of monthly and year to date Indigent Care Reports and grant administration reports.~~
13. ~~Assist in the design and preparation of various Excel reports, spreadsheet, charts and graphs.~~
14. ~~Assist with proofreading minutes, reports, and documents for data entry and spelling~~

~~accuracy, context clarity, grammar, and punctuation.~~

~~15. Assist with the investigation of complaints and inquiries pertaining to clients, providers, etc., conferring with parties involved and reviewing available documentation, and preparing verbal and/or written responses and recommendations, as appropriate.~~

~~16. Assist with the management of IHS Client Management System updates, such as Vendor and Source Code loads and/or updates, Custom Forms, Budget updates, Form and Account Note Templates, etc.~~

EXHIBIT “B”

**NOTICE OF APPOINTMENT OF AGENT
REGARDING NOVEMBER 8, 2022 ELECTION**

**TO ALL PERSON(S) INTERESTED IN THE ELECTION
FOR WINNIE-STOWELL HOSPITAL DISTRICT**

Notice is hereby given that the undersigned, Secretary of the Board of Directors of Winnie-Stowell Hospital District, acting pursuant to Section 31.123, Texas Election Code, has by these presents, appointed Victoria Carlo as the duly authorized agent of the Secretary (the “Agent”) for all purposes for the District’s Election (the “Election”) to be held on November 5, 2024. The office of the Agent is located at 520 Broadway, Winnie, Texas and the telephone number is 409-296-1003. As required by Section 31.122 of the Texas Election Code, the Agent will be available for election duties for at least three (3) hours each day, during regular office hours, on regular business days, beginning on September 16, 2024, the 50th day before the Election Day, and ending no earlier than December 15, 2024, the 40th day after the Election Day.

The Agent will maintain and make available for inspection and copying those documents described in Section 31.123(c) of the Texas Election Code and shall receive any personally delivered document relating to the election that the undersigned is authorized or required to receive. Additionally, the Agent shall hereby be authorized to perform any ministerial duties in connection with the election that may lawfully be performed.

The notice shall be posted continuously on the board used for posting notice of the meetings of the District during the time-period described.

Issued this 15th day of May, 2024

WINNIE-STOWELL HOSPITAL DISTRICT

Jeff Rollo, Secretary
Board of Directors

**AVISO DE NOMBRAMIENTO DE AGENTE
CON RESPECTO A LAS ELECCIONES DEL 8 DE NOVIEMBRE DE 2022**

**A TODAS LAS PERSONAS INTERESADAS EN LA ELECCIÓN
PARA EL DISTRITO DE HOSPITALARIO WINNIE-STOWELL**

Por la presente se notifica que el abajo firmante, Secretario de la Junta de Directores del Distrito Hospitalario Winnie-Stowell, actuando de conformidad con la Sección 31.123, Código Electoral de Texas, por estos presentes, ha designado a Victoria Carlocomo el debidamente autorizado agente del Secretario (el "Agente") para todos los propósitos de la Elección del Distrito (la "Elección ") que se realizará el 5 de noviembre de 2024. La oficina del Agente se encuentra en 520 Broadway, Winnie, Texas y el número de teléfono es 409-296-1003. Como lo requiere la Sección 31.122 del Código Electoral de Texas, el Agente estará disponible para tareas electorales durante al menos tres (3) horas cada día, durante el horario de oficina regular, en días hábiles regulares, comenzando el 16 de septiembre de 2024, el día 50 antes del día de las elecciones, y que finaliza no antes del 15 de diciembre de 2024, el día 40 después del día de las elecciones.

El Agente mantendrá y pondrá a disposición para su inspección y para hacer copias de los documentos descritos en la Sección 31.123 (c) del Código Electoral de Texas y recibirá cualquier documento entregado personalmente relacionado con la elección que el suscrito está autorizado o obligado a recibir. Además, el Agente estará autorizado para realizar cualquier tarea ministerial en relación con la elección que pueda realizarse legalmente.

El aviso se publicará continuamente en la pizarra utilizada para publicar el aviso de las reuniones del Distrito durante el período de tiempo descrito.

Publicado el 15 de mayo de 2024

EL DISTRITO DE HOSPITALARIO WINNIE-STOWELL

Jeff Rollo, Secretario
Junta Directiva

NOTICE OF DEADLINE TO FILE AN APPLICATION FOR PLACE ON THE BALLOT CITIES, SCHOOL DISTRICTS AND OTHER POLITICAL SUBDIVISIONS

AVISO DE FECHA LÍMITE PARA PRESENTAR UNA SOLICITUD PARA UN LUGAR EN LA BOLETA PARA CIUDADES, DISTRITOS ESCOLARES Y OTRAS SUBDIVISIONES POLÍTICAS

Notice is hereby given that an application for a place on the _____
(name of political subdivision)

General / Special Election ballot may be filed as indicated below:
(Circle one)

(Se da aviso por la presente que una solicitud para un lugar en la boleta de la Elección

General / Especial de _____ puede ser presentada como se indica
(círcule uno) (nombre de la subdivisión política)

a continuación:)

Filing Dates and Times:

(Fechas y Horario para Entregar Solicitudes:)

Start Date: _____ End Date: _____
(Fecha Inicio) (Fecha Límite)

Office Hours: _____
(Horario de la Oficina)

Physical address for filing an application in person for place on the ballot:
(Dirección física para presentar una solicitud en persona para un lugar en la boleta)

Address to mail an application for place on the ballot (if filing by mail):
(Dirección a donde enviar una solicitud para un lugar en la boleta (en caso de presentar por correo))

Email and Fax Number to send an application for place on the ballot: If a filing fee is submitted, the application may not be faxed or emailed.
(Dirección de correo electrónico o número de fax para enviar una solicitud para un lugar en la boleta: Si un pago de inscripción es presentada, la solicitud no puede ser enviada por correo electrónico o fax.)

Printed Name of Filing Officer or Designee
(Nombre en letra de molde del Oficial de Archivos o Persona Designada)

Signature of Filing Officer or Designee
(Firma del Oficial de Archivos o Persona Designada)

_____/_____/_____
Date Posted
(Fecha archivada)

EXHIBIT “C”

Funding Memorandum

Date: May 31, 2024
To: Winnie-Stowell Hospital District
From: Michael Hunt
RE: June 2024 Working Capital Loan

The closing of the above referenced transaction is scheduled for May 31, 2024.

Prior to 12:00 p.m. CST on Friday, May 31, 2024, First Financial Bank (“Lender”) will make available, the sum of \$29,290,000.00 to Winnie-Stowell Hospital District (“Borrower”). The proceeds of said loan shall be applied as follows:

1. Internally transfer **\$29,290,000.00** to Borrower’s account ending #xx4846, representing funds to be used for working capital needs to include Intergovernmental Transfers.
2. Lender will collect **\$292,900.00** from Borrower’s account with Lender representing the Bank Origination Fee.
3. Lender will collect **\$10,000.00** from Borrower’s account with Lender to pay Lender Counsel Fee owed to Jackson Walker LLP.

Sources and Uses of Funds Summary:

Source of Funds:	
Loan Proceeds Advanced	\$ 29,290,000.00
Borrower's Cash	\$ 302,900.00
Total Sources of Funds	\$ 29,592,900.00
Use of Funds:	
Deposit to WSHD Account	\$ 29,290,000.00
Bank Origination Fee	\$ 292,900.00
Lender Counsel Fee	\$ 10,000.00
Total Uses of Funds	\$ 29,592,900.00

Best Regards,

Michael Hunt, VP Commercial Relationship Manager

12-MONTH SHORT-TERM COMMERCIAL REVENUE NOTE
May 31, 2024–May 25, 2025

BORROWER INFORMATION

Winnie-Stowell Hospital District
538 Broadway
Winnie, Texas 77665

NOTE. This Commercial Promissory Note dated May 31, 2024, will be referred to in this document as the “Note.”

LENDER. “Lender” means First Financial Bank, whose address is 400 Pine Street, 2nd Floor, Abilene, Texas 79601, its successors and assigns.

BORROWER. Winnie-Stowell Hospital District (“Borrower”) is a Political Subdivision of the State of Texas that was created pursuant to Article IX, Section 9 of the Texas Constitution and Chapter 286 of the Health and Safety Code.

REVENUE NOTE. Both Borrower and Lender agree that Article III, Section 52 of the Texas Constitution, prohibits the Legislature from authorizing any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. Both the Borrower and the Lender understand that neither the State of Texas, the Borrower, nor any political corporation, subdivision, or agency of the state, (i.e., Debtor) shall be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the state, the unit, or any other political corporation, subdivision, or agency thereof is pledged to the payment of the principal of or the interest on such debt, note, or bonds.

PROMISE TO PAY. For value received, receipt of which is hereby acknowledged, on May 25, 2025 (the Maturity Date), the Borrower promises to pay the principal amount of Twenty-Nine Million Two Hundred Ninety Thousand Dollars (\$29,290,000) and all interest on the outstanding principal balance and all other charges provided for in this Note, including service charges, to the order of Lender at its office at the address noted above or at such other place as Lender may designate in writing. The Borrower will make all payments in lawful money of the United States of America.

PAYMENT SCHEDULE. This Note will be paid according to the following schedule: 1) interest on this Note is to be paid on the 25th day of each month beginning on June 25, 2024; 2) two principal payments of this Note to be paid in equal installments on February 25, 2025 and the Maturity Date in the amount of one-half of the outstanding principal amount of this Note; and 3) thereafter, any unpaid interest accrued on the unpaid principal balance of this Note and the entire balance of unpaid principal shall be finally due and payable, without notice or demand on the Maturity Date. All payments received by the Lender for application on this Note may be applied to the Borrower’s obligations under this Note in such order and manner as Lender shall determine in its sole discretion.

INTEREST RATE AND SCHEDULED PAYMENT CHANGES. Interest on the principal of this Note from time to time outstanding will begin to accrue on the date of this Note and continue until all principal and accrued interest on this Note shall have been fully paid and satisfied. Before maturity, the interest rate on this Note will be the Prime Rate minus 0.50% with a floor of 6.00% (defined below) per annum, and all past due principal and interest shall bear interest at a rate per annum equal to the lesser of 18% per annum or the Highest Lawful Rate (defined below). It is the intention of Borrower and Lender to conform strictly to the usury laws in force in the State of Texas and in the United States of America, as applicable. If, for any reason whatsoever, the interest paid or received on this Note shall exceed the Highest Lawful Rate, the owner or holder of this Note shall credit on the principal hereof, or after all principal has been paid, refund to the payor, such portion of said interest as may be necessary to cause the interest paid on this Note to equal to the Highest Lawful Rate. “Highest Lawful Rate” means the maximum non-usurious rate of interest from time to time permitted by applicable federal or Texas law, whichever permits the higher lawful rate. “Prime Rate” means a variable rate of interest per annum equal to the prime rate as quoted daily in the “Money Rates” table of *The Wall Street Journal* (U.S. Edition). If for any reason *The Wall Street Journal* fails to quote a prime rate, the Prime Rate shall be that prime rate adjusted daily and quoted by the Lender. Such rate of interest is established by the Lender as an index and may or may not at any time be the best or lowest rate charged by the Lender on any loan. All sums paid or agreed to be paid to the owner or holder hereof for the use, forbearance or detention of the indebtedness evidenced hereby shall, to the extent permitted by applicable law, be

amortized, prorated, allocated and spread throughout the full term of this Note. To the fullest extent permitted by law, all amounts charged, paid or received hereunder shall be characterized as a fee or an expense and not as interest. In the event any amount is charged, paid or received hereunder which would result in a payment of interest in excess of the Highest Lawful Rate, such overcharged or overpaid amount may, at Lender's or any subsequent owner's or holder's discretion, be applied as a partial prepayment of principal or refunded to Borrower.

LATE PAYMENT CHARGE. If any required payment is more than 10 days late, then at Lender's option, Lender will assess a late payment charge of 5.000% of the amount of the required payment then past due.

SECURITY. This Note is secured by a security agreement dated May 31, 2024, between the Borrower, as debtor, and the Lender, as secured party, covering revenues and deposit accounts (except for XXXXXX4838 and XXXXXX7190) as more fully described therein.

COVENANTS.

1. Borrower shall furnish to Lender (a) its audited financial statements within 180 days of the end of its fiscal year, (b) unaudited financial statements within 45 days of the end of its fiscal quarter, (c) copies of all quality reports, report cards, filings, etc. sent to HHSC on all nursing homes within a reasonable amount of time as filed, (d) validation reports and quality reports on all owned nursing homes within 30 days after the end of each month, and (e) compliance certificate within 45 days after the end of each fiscal quarter.
2. Borrower shall maintain at all times at least \$10,000,000 in unencumbered cash to be tested quarterly.
3. Borrower shall maintain at all times a ratio of current assets to current liabilities of at least 1.0 to 1.0 to be tested quarterly.
4. Borrower shall not incur any other debt other than (i) debt owed to Lender, and (ii) debt not to exceed \$250,000 in the aggregate.
5. Borrower shall promptly notify Lender of any change in Borrower's management.
6. Borrower shall maintain at all times a third-party administrator to ensure compliance with the QIPP program.
7. Prior to incurring any indebtedness, directly or as a third party to any security agreement, Borrower shall notify Lender of the transaction, the amount of such indebtedness, and any collateral to be pledged to secure such indebtedness and shall provide copies of the draft documents to be executed by Borrower related thereto.
8. Borrower shall maintain its primary deposit relationship with Lender.

RIGHT OF SET-OFF. To the extent permitted by law, Borrower agrees that Lender has the right to set-off any amount due and payable under this Note, whether matured or unmatured, against any amount owing by Lender to Borrower. Such right of set-off may be exercised by Lender against Borrower or against any assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor of Borrower, or against else claiming through or against Borrower or such assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of set-off has not been exercised by Lender prior to the making, filing or issuance or service upon Lender of, or of notice of, assignment for the benefit of creditors, appointment or application for the appointment of a receiver, or issuance of execution, subpoena or order or warrant. Borrower agrees to hold Lender harmless from any claim arising as a result of Lender exercising Lender's right to set-off.

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, mortgages, deeds of trust, deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments and any other documents or agreements executed in connection with this Note whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Note by reference thereto, with the same force and effect as if fully set forth herein.

DEFAULT. Upon the occurrence of any one of the following events (Each, an “Event or Default” or “default” or “event of default”), Lender’s obligations, if any, to make any advances will, at Lender’s option, immediately terminate and Lender, at its option, may declare all indebtedness of Borrower to Lender under this Note immediately due and payable without further notice of any kind notwithstanding anything to the contrary in this Note or any other agreement: (a) Borrower’s failure to make any payment on time in the amount due; (b) any default by Borrower under the terms of this Note or any other Related Documents executed in connection with this Note; (c) any default by Borrower under the terms of any Related Documents in favor of Lender; (d) the dissolution or termination of existence of Borrower or any guarantor; (e) Borrower is not paying Borrower’s debts as such debts become due; (f) the commencement of any proceeding under bankruptcy or insolvency laws by or against Borrower or any guarantor or the appointment of a receiver; (g) any default under the terms of any other indebtedness of Borrower to any other creditor; (h) any writ of attachment, garnishment, execution, tax lien or similar instrument is issued against any collateral securing the loan, if any, or any of Borrower’s property or any judgment is entered against Borrower or any guarantor; (i) any part of Borrower’s business is sold to or merged with any other business, individual, or entity; (j) any representation or warranty made by Borrower to Lender in any of the Related Documents or any financial statement delivered to Lender proves to have been false in any material respect as of the time when made or given; (k) if any guarantor, or any other party to any Related Documents in favor of Lender entered into or delivered in connection with this Note terminates, attempts to terminate or defaults under any such Related Documents in favor of Lender entered into or delivered in connection with this Note terminates, attempts to terminate or defaults under any such Related Documents; (l) Lender has deemed itself insecure or there has been a material adverse change of condition of the financial prospects of Borrower or any collateral securing the obligations owing to Lender by Borrower. Upon the occurrence of an event of default, Lender may pursue any remedy available under any Related Document, at law or in equity.

GENERAL WAIVERS. To the extent permitted by law, the Borrower severally waives any required notice of presentment, demand, acceleration, intent to accelerate, protest and any other notice and defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral. No failure or delay on the part of Lender, and no course of dealing between Borrower and Lender, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

JOINT AND SEVERAL LIABILITY. If permitted by law, each Borrower executing this Note is jointly and severally bound.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Note is invalid or prohibited by law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Note without invalidating the remainder of either the affected provision or this Note.

SURVIVAL. The rights and privileges of the Lender hereunder shall inure to the benefit of its successors and assigns, and this Note shall be binding on all heirs, executors, administrators, assigns and successors of Borrower.

ASSIGNABILITY. Lender may assign, pledge or otherwise transfer this Note or any of its rights and powers under this Note without notice, with all or any of the obligations owing to Lender by Borrower, and in such event the assignee shall have the same rights as if originally named herein in place of Lender. Borrower may not assign this Note or any benefit accruing to it hereunder or delegate any of its obligations hereunder without the express written consent of the Lender.

GOVERNING LAW. This Note is governed by the laws of the state of Texas except to the extent that federal law controls. Venue shall be deemed to be proper in Chambers County, Texas, being the place of payment on this note and the place at which the contract had its inception and is to be performed.

HEADING AND GENDER. The headings preceding text in this Note are for general convenience in identifying subject matter but have no limiting impact on the text which follows any particular heading. All words used in this Note shall be construed to be of such gender or number as the circumstances require.

ATTORNEYS’ FEES AND OTHER COSTS. If legal proceedings are instituted to enforce the terms of this Note, Borrower agrees to pay all costs of the Lender in connection therewith, including reasonable attorney’s fees, to the extent permitted by law.

ADDITIONAL PROVISIONS. Borrower may prepay all or any part of the principal balance of this Note at any time without premium or penalty. However, the amounts prepaid may not be reborrowed.

The loan proceeds are to fund operation of its nursing homes, including Borrower’s inter-governmental transfers for Borrower’s participation in the Quality Incentive Payment Program for Nursing Facilities provided for and described in Tex. Admin. Code §353.1301 and §353.1303, Borrower and signers, with proper board of director approval and consent, certify the loan proceeds will be used for this sole purpose, and to the best of their knowledge, they are authorized to borrow this loan for this purpose. Borrower agrees to cause all “QIPP capitation rate components” funds (“QIPP Funds”) as defined in Tex. Admin. Code §353.1303(g) to be direct deposited by the Managed Care Organizations described in Tex. Admin. Code §353.1303(b)(6) into the Borrower’s Government Receivables Account at First Financial Bank (“First Financial Bank”) in Abilene, Texas. The account number for the Government Receivables Account is XXXXXX4838. Said account shall be subject to a Deposit Account Instruction and Service Agreement (“DAISA”) entered between Lender, First Financial Bank, and Borrower that requires all QIPP Funds on deposit to be swept daily into the Borrower’s Funding and Disbursement Account, account number XXXXXX4846. The Funding and Disbursement Account shall be subject to a Deposit Account Control Agreement (“DACA”) between Lender, First Financial Bank, and Borrower. Except as required in this Agreement, the Borrower agrees to not withdraw any funds defined as “Component 1” funds pursuant to Tex. Admin. Code §353.1303(g)(1) from the Funding and Disbursement Account before maturity of the Note and such funds will be used to make timely payments on this Note.

This Note and the Related Documents constitute the complete and final expression of the parties’ loan agreement and may not be amended or modified by oral agreement.

This Note is governed by the laws of Texas and the United States of America, and to the extent required, by the laws of the jurisdiction where the property securing this Note is located, except to the extent such state laws are preempted by federal law. Borrower agrees to supply Lender with whatever information it reasonably requests. Lender will make requests for this information without undue frequency and will give Borrower reasonable time in which to supply the information. Unless otherwise required by law, any notice will be given by delivering it or mailing it by email or first-class mail. Notice to one Borrower will be deemed to be notice to all Borrowers. Borrower will inform Lender in writing of any change in my name, address or other application information and agrees to provide Lender any correct and complete financial statements or other information it requests. Borrower agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve any obligations under this loan and to confirm Lender lien status on any Property. Time is of the essence.

By signing this Note, Borrower acknowledges reading, understanding, and agreeing to all its provisions **and receipt of a true and complete copy of this Note.**

Borrower: WINNIE-STOWELL HOSPITAL DISTRICT

By: _____
Name: Edward Murrell
Title: Board President

**SECURITY AGREEMENT FOR
12-MONTH SHORT-TERM COMMERCIAL REVENUE NOTE
May 31, 2024–May 25, 2025**

Effective as of May 31, 2024, WINNIE-STOWELL HOSPITAL DISTRICT, a political subdivision of the State of Texas (“Debtor”), whose address is P.O. Box 1997, Winnie, Texas 77665, and FIRST FINANCIAL BANK (“Secured Party”), a national banking association whose address is 400 Pine Street, 2nd Floor, Abilene, Texas 79601, agree as follows:

**ARTICLE 1
LOAN AGREEMENT**

Debtor is a Political Subdivision of the State of Texas that was created pursuant to Article IX, Section 9 of the Texas Constitution and Chapter 286 of the Health and Safety Code. Pursuant to Article III, Section 52 of the Texas Constitution, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. Both the Debtor and the Lender understand that neither the State of Texas, the unit, nor any political corporation, subdivision, or agency of the state (i.e., the Debtor) shall be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the state, the unit, or any other political corporation, subdivision, or agency thereof is pledged to the payment of the principal of or the interest on such debt, note, or bonds.

Debtor and Secured Party have agreed that Secured Party will from time to time, in its discretion and on an uncommitted basis, fund a loan or loans to Debtor to fund Debtor’s operation of its nursing homes, including Debtor’s inter-governmental transfers for Debtor’s participation in the Quality Incentive Payment Program for Nursing Facilities provided for and described in Tex. Admin. Code §353.1301 and §353.1303, as amended, such loans to be evidenced by a promissory note (the “Note”) in the maximum principal amount of \$29,290,000 executed or to be executed by Debtor and made payable to the order of Secured Party. Debtor agrees to cause all “QIPP capitation rate components” funds (“QIPP Funds”) as defined in Tex. Admin. Code §353.1303(g) to be direct deposited by the Managed Care Organizations described in Tex. Admin. Code §353.1303(b)(6) into the Debtor’s Government Receivables Account at First Financial Bank in Abilene, Texas. The account number for the Government Receivables Account is XXXXXX4838. Said account shall be subject to a Deposit Account Instruction and Service Agreement (“DAISA”) entered between Secured Party, First Financial Bank, and Debtor that requires all QIPP Funds on deposit to be swept daily into the Debtor’s Funding and Disbursement Account, account number XXXXXX4846. The Funding and Disbursement Account shall be subject to a Deposit Account Control Agreement (“DACA”) between Secured Party, First Financial Bank, and Debtor. The Debtor agrees to not withdraw any funds defined as “Component 1” funds pursuant to Tex. Admin. Code §353.1303(g)(1) from the Funding and Disbursement Account before maturity of the Note.

ARTICLE 2
CREATION OF SECURITY INTEREST

In order to secure the prompt and unconditional payment of the Debt (defined in Section 3.2) and the other obligations of Debtor hereinafter described or referred to, and the performance of the obligations, covenants, agreements and undertakings herein described, and to the extent allowed by the United States Code; Code of Federal Regulations; any rules and regulations promulgated by an agent of the United State of America, including but not limited to, the Center for Medicare and Medicaid Services (“CMS”); Article III, Section 52 of the Texas Constitution; or statutes of the State of Texas, Debtor hereby grants to Secured Party a security interest in and mortgages, assigns, transfers, delivers, pledges, sets over and confirms to Secured Party all of Debtor’s non-Federal, non-Medicaid, or non-Medicare revenues, powers, privileges, rights, titles and interests (including all power of Debtor, if any, to pass greater title than it has itself) of every kind and character now owned or hereafter acquired, created or arising in and to the following:

- (i) Account maintained by the Debtor with First Financial Bank, Abilene, Texas, Account Number: XXXXXX4846, for the purpose of serving as the Debtor’s Funding and Disbursement Account;
- (ii) To the extent allowed by the laws of the United States and the State of Texas, all other bank deposit accounts now owned or hereafter established or acquired by Debtor with First Financial Bank, Abilene, Texas (except for XXXXXX4838) or any other state bank or national banking association; and
- (iii) all interest on the foregoing; all modifications, extensions and increases of the foregoing; all sums now or at any time hereafter on deposit in the foregoing or represented by the foregoing; all shares, deposits, investments and interest of every kind of Debtor at any time evidenced by any deposit account receipt or certificate relating to the foregoing or issued in connection with the foregoing, and all other related property;

together with all accessions, appurtenances and additions to and substitutions for any of the foregoing and all products and proceeds of any of the foregoing, together with all renewals and replacements of any of the foregoing, all accounts, receivables, accounts receivable, instruments, notes, chattel paper, documents, books, records, contract rights and general intangibles arising in connection with any of the foregoing. All of the property and interests described in this Article are herein collectively called the “Collateral.” The inclusion of proceeds does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not authorized by Secured Party in writing. It is expressly contemplated that additional Collateral may from time to time be pledged to Secured Party as additional security for the Debt (hereinafter defined), and the term “Collateral” as used herein shall be deemed for all purposes hereof to include all such Collateral, together with all other property of the types described above related to the Collateral.

Each capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement.

ARTICLE 3
SECURED INDEBTEDNESS

3.1. This Security Agreement (this “Agreement”) is made to secure that certain 12-Month Short-Term Commercial Note dated as of the date hereof signed by the Debtor with a term ending May 25, 2025, and all of the following present and future debt and obligations including:

- (a) any and all obligations of Debtor, whether absolute or contingent and howsoever and whensoever arising under the Note or any of them;
- (b) any and all obligations of Debtor evidenced by the Note and the any Related Documents (as defined in the Note, to which reference is here made for all purposes);
- (c) all other obligations incurred by Debtor to Secured Party, if any, described or referred to in any other place in this Agreement; and
- (d) any and all sums and the interest which accrues on them as provided in this Agreement which Secured Party may advance or which Debtor may owe Secured Party pursuant to this Agreement on account of Debtor's failure to keep, observe or perform any of Debtor's covenants under this Agreement.

3.2. The term "Debt" means and includes all debt and obligations of Debtor to Secured Party described or referred to in Section 3.1. The Debt includes interest and other obligations accruing or arising on the Debt after (a) commencement of any case under any bankruptcy or similar laws by or against any party comprising Debtor or any other person or entity now or hereafter primarily or secondarily obligated to pay all or any part of the Debt (with such parties comprising Debtor and any such other persons and entities being sometimes hereinafter collectively referred to as "Obligors") or (b) the obligations of any Obligor shall cease to exist by operation of law or for any other reason. The Debt also includes all reasonable attorneys' fees and any other expenses incurred by Secured Party in enforcing this Agreement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

Debtor represents and warrants as follows:

- (a) Debtor is the legal and equitable owner and holder of good and marketable title to the Collateral free of any adverse claim and free of any security interest or encumbrance except only for the security interest granted hereby in the Collateral. Debtor agrees to defend the Collateral and its proceeds against all claims and demands of any person at any time claiming the Collateral, its proceeds or any interest in either. Debtor has not heretofore granted control of the Collateral to any Person other than Secured Party or signed or authorized the filing of any financing statement directly or indirectly affecting the Collateral or any part of it which has not been completely terminated of record, and no such financing statement signed or authorized by Debtor is now on file in any public office.
- (b) Debtor's execution, delivery and performance of this Agreement has been duly authorized by all necessary action under Debtor's organizational documents and otherwise. Debtor's execution, delivery and performance of this Agreement do not and will not require (i) any consent of any other person or entity or (ii) any consent, license, permit, authorization or other approval (including foreign exchange approvals) of any court, arbitrator, administrative agency or other governmental authority, or any notice to, exemption by, any registration, declaration or filing with or the taking of any other action in respect of, any such court, arbitrator, administrative agency or other governmental authority.
- (c) Neither execution or delivery of this Agreement, nor the fulfillment of or compliance with the terms and provisions hereof will (i) violate any constitutional provision, law or rule, or any regulation,

order or decree of any governmental authority or the basic organizational documents of Debtor or (ii) conflict with or result in a breach of the terms, conditions or provisions of, or cause a default under, any agreement, instrument, franchise, license or concession to which Debtor is a party or bound.

- (d) Debtor has duly and validly executed, issued and delivered this Agreement. This Agreement is in proper legal form for prompt enforcement and is Debtor's valid and legally binding obligation, enforceable in accordance with its respective terms. Debtor does not have any indebtedness other than indebtedness owing to Secured Party and indebtedness specifically disclosed in writing to Secured Party prior to the date hereof.
- (e) Debtor is now solvent, and no bankruptcy or insolvency proceedings are pending or contemplated by or to Debtor's knowledge against Debtor. Debtor's liabilities and obligations under this Agreement do not and will not render Debtor insolvent, because Debtor's liabilities to exceed Debtor's assets or leave Debtor with too little capital to properly conduct all of its business as now conducted or contemplated to be conducted.
- (f) All of Debtor's books and records with regard to the Collateral are maintained and kept at the address of Debtor set forth in this Agreement.
- (g) The liens and security interests of this Agreement will constitute valid and perfected first and prior liens and security interests on the Collateral, subject to no other liens, security interests or charges whatsoever.
- (h) The Collateral is genuine, free from any restriction on transfer, duly and validly authorized and issued, constituting the valid and legally binding obligation of the issuer or issuers thereof, enforceable in accordance with its terms, and fully paid, and is hereby duly and validly pledged and hypothecated to Secured Party in accordance with law.
- (i) There is no action, suit or proceeding pending or, to the best of Debtor's knowledge, threatened against or affecting Debtor or the Collateral, at law or in equity, or before or by any governmental authority, which might result in any material adverse change in Debtor's business or financial condition or in the Collateral or in Debtor's other property or Debtor's interest in it.
- (j) Debtor is not in default with respect to any order, writ, injunction, decree or demand of any court or other governmental authority, in the payment of any debt for borrowed money or under any agreement or other papers evidencing or securing any such debt.
- (k) Debtor is not a party to any contract or agreement which materially and adversely affects its business, property, assets or financial condition.

ARTICLE 5 COVENANTS

5.1. Debtor covenants and agrees with Secured Party as follows:

- (a) Debtor shall furnish to Secured Party such instruments as may be reasonably required by Secured Party to assure Secured Party's control of the Collateral and the transferability of the Collateral when and as often as may be requested by Secured Party.

- (b) If the validity or priority of this Agreement or of any rights, titles, security interests or other interests created or evidenced hereby shall be attacked, endangered or questioned or if any legal proceedings are instituted with respect thereto, Debtor will give prompt written notice thereof to Secured Party and at Debtor's own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, and Secured Party (whether or not named as a party to legal proceedings with respect thereto) is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Agreement and the rights, titles, security interests and other interests created or evidenced hereby, and all expenses so incurred of every kind and character shall constitute sums advanced pursuant to Section 5.2.
- (c) Debtor will, on request of Secured Party, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Agreement or in any other instrument executed in connection herewith or in the execution or acknowledgment thereof, (ii) execute, acknowledge, deliver and record or file such further instruments (including further security agreements, financing statements and continuation statements) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Agreement and such other instruments and to subject to the security interests hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby including specifically any renewals, additions, substitutions, replacements or appurtenances to the then Collateral, and (iii) execute, acknowledge, deliver, procure and record or file any document or instrument (including specifically any financing statement) deemed advisable by Secured Party to protect the security interest hereunder against the rights or interests of third persons, and Debtor will pay all costs connected with any of the foregoing.
- (d) To the extent not prohibited by applicable law, Debtor will pay all out-of-pocket costs and expenses and reimburse Secured Party for any and all expenditures of every character incurred or expended from time to time in connection with enforcing and realizing upon Secured Party's security interests in and liens on any of the Collateral, and all costs and expenses relating to Secured Party's exercising any of its rights and remedies under this Agreement or at law; provided, that no right or option granted by Debtor to Secured Party or otherwise arising pursuant to any provision of this or any other instrument shall be deemed to impose or admit a duty on Secured Party to supervise, monitor or control any aspect of the character or condition of any of the Collateral or any operations conducted in connection with it for the benefit of Debtor or any other person or entity other than Secured Party. Any amount to be paid under this Section by Debtor to Secured Party shall be a demand obligation owing by Debtor to Secured Party and shall bear interest from the date of expenditure until paid at the highest lawful rate permitted by applicable law (the "Past Due Rate").
- (e) Debtor will not sell, lease, exchange, lend, rent, assign, transfer or otherwise dispose of, or pledge, hypothecate or grant any security interest in, or permit to exist any lien, security interest, charge or encumbrance against, all or any part of the Collateral or any interest therein or permit any of the foregoing to occur or arise or permit title to the Collateral, or any interest therein, to be vested in any other party, in any manner whatsoever, by operation of law or otherwise, without the prior written consent of Secured Party.
- (f) Debtor agrees that as part of this Security Agreement, Debtor will comply with the terms of its Fourth Amended Transfer Procedures adopted by the Debtor's Board on September 21, 2023,

including, but not limited, obtaining written consent of the Secured Party before changing the Procedures.

5.2. If Debtor should fail to comply with any of its agreements, covenants or obligations under this Agreement and such failure continues beyond any applicable notice or cure period afforded herein, then Secured Party (in Debtor's name or in Secured Party's own name) may perform them or cause them to be performed for Debtor's account and at Debtor's expense but shall have no obligation to perform any of them or cause them to be performed. Any and all expenses thus incurred or paid by Secured Party shall be Debtor's obligations to Secured Party due and payable on demand, and each shall bear interest from the date Secured Party pays it until the date Debtor repays it to Secured Party, at the Past Due Rate. Upon making any such payment or incurring any such expense, Secured Party shall be fully and automatically subrogated to all of the rights of the person, corporation, or body politic receiving such payment. Any amounts owing by Debtor to Secured Party pursuant to this or any other provision of this Agreement shall automatically and without notice be and become a part of the Debt and shall be secured by this and all other instruments securing the Debt.

ARTICLE 6 EVENTS OF DEFAULT

The occurrence of an Event of Default under the Note shall constitute an Event of Default (herein so called) under this Agreement.

ARTICLE 7 REMEDIES IN EVENT OF DEFAULT

7.1. At any time after the occurrence of an Event of Default:

- (a) Secured Party shall have the option of declaring, without notice to any person, all Debt to be immediately due and payable and take possession of such Debt and all accrued and unpaid interest from any accounts on which secured party has perfected a lien;
- (b) Secured Party shall have all the rights of a secured party after default under the Uniform Commercial Code of Texas and in conjunction with, in addition to or in substitution for those rights and remedies:
 - (i) it shall not be necessary that the Collateral or any part thereof be present at the location of any sale pursuant to the provisions of this Article; and
 - (ii) before application of proceeds of disposition of the Collateral to the Debt, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by Secured Party, each Obligor, to the extent applicable, to remain liable for any deficiency; and
 - (iii) the sale by Secured Party of less than the whole of the Collateral shall not exhaust the rights of Secured Party hereunder, and Secured Party is specifically empowered to make successive sale or sales hereunder until the whole of the Collateral shall be sold; and, if the proceeds of such sale of less than the whole of the Collateral shall be less than the aggregate of the Debt, this Agreement and the security interest created hereby shall remain in full

force and effect as to the unsold portion of the Collateral just as though no sale had been made; and

- (iv) in the event any sale hereunder is not completed or is defective in the opinion of Secured Party, such sale shall not exhaust the rights of Secured Party hereunder and Secured Party shall have the right to cause a subsequent sale or sales to be made hereunder; and
- (v) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of any indebtedness or as to the occurrence of any default, or as to Secured Party having declared all of such indebtedness to be due and payable, or as to notice of time, place and terms of sale and the Collateral to be sold having been duly given, as to any other act or thing having been duly done by Secured Party, shall be taken as *prima facie* evidence of the truth of the facts so stated and recited; and
- (vi) Secured Party may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Secured Party, including the sending of notices and the conduct of sale, but in the name and on behalf of Secured Party; and
- (vii) demand of performance, advertisement and presence of property at sale are hereby WAIVED by Debtor and Secured Party is hereby authorized to sell hereunder any evidence of debt it may hold as security for the Debt. All demands and presentments of any kind or nature are expressly WAIVED by Debtor. Debtor WAIVES the right to require Secured Party to pursue any other remedy for the benefit of Debtor and agrees that Secured Party may proceed against any Obligor for the amount of the Debt owed to Secured Party without taking any action against Debtor any other Obligor without selling or otherwise proceeding against or applying any of the Collateral in Secured Party's possession.

7.2. All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other instrument securing the payment of the Debt, or any part thereof, or otherwise benefiting Secured Party, and the resort to any remedy provided for hereunder or under any such other instrument or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

7.3. Secured Party may resort to any security given by this Agreement or to any other security now existing or hereafter given to secure the payment of the Debt, in whole or in part, and in such portions and in such order as may seem best to Secured Party in its sole and absolute discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits or security interests evidenced by this Agreement.

7.4. To the full extent Debtor may do so, Debtor agrees that Debtor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Debtor, for Debtor, Debtor's heirs, devisees, executors, administrators, personal representatives, successors, receivers, trustees and assigns, and for any and all persons ever claiming any interest in the Collateral, to the extent permitted by law, hereby WAIVES and releases all rights of redemption, valuation, appraisal, stay of execution, notice of intention to mature or to declare due the whole of the Debt, notice of election to mature or to declare due the whole of the Debt and all rights to a marshaling of the assets of Debtor, including the Collateral, or to a sale in inverse order of alienation in the event of foreclosure of the security interest hereby created.

ARTICLE 8
ADDITIONAL AGREEMENTS

8.1. Subject to the automatic reinstatement provisions set forth below, upon full payment and performance of the Debt and final termination of all obligations, if any, of Secured Party to fund loans or provide other financial accommodations to or for Debtor, all rights under this Agreement shall terminate and the Collateral shall thereafter become wholly clear of the security interest evidenced hereby, and upon written request by Debtor such security interest shall be released by Secured Party in due form, at Debtor's cost.

8.2. Secured Party may waive any default without waiving any other prior or subsequent default. Secured Party may remedy any default without waiving the default remedied. The failure by Secured Party to exercise any right, power or remedy upon any default shall not be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Secured Party of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Debtor therefrom shall in any event be effective unless the same shall be in writing and signed by Secured Party and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to nor demand on Debtor in any case shall of itself entitle Debtor to any other or further notice or demand in similar or other circumstances. Acceptance by Secured Party of any payment in an amount less than the amount then due on the Debt shall be deemed an acceptance on account only and shall not in any way affect the existence of a default hereunder.

8.3. Secured Party shall not be required to take any steps necessary to preserve any rights against prior parties to any of the Collateral.

8.4. The security interest and other rights of Secured Party hereunder shall not be impaired by any indulgence, moratorium or release granted by Secured Party, including but not limited to (a) any renewal, extension or modification which Secured Party may grant with respect to the Debt, (b) any surrender, compromise, release, renewal, extension, exchange or substitution which Secured Party may grant in respect of any item of the Collateral, or any part thereof or any interest therein, or (c) any release or indulgence granted to any endorser, guarantor or surety of the Debt.

8.5. Debtor hereby authorizes Secured Party to cause all financing statements and continuation statements relating hereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Secured Party shall reasonably elect and will pay all such recording, filing, re-recording, and re-filing taxes, fees and other charges. Debtor also hereby authorizes Secured Party to take such other measures as Secured Party may deem necessary or appropriate to perfect any security interests created hereunder in and to the Collateral.

8.6. In the event the ownership of the Collateral or any part thereof becomes vested in a person other than Debtor, Secured Party may, without notice to Debtor, deal with such successor or successors in interest with reference to this Agreement and to the Debt in the same manner as with Debtor, without in any way vitiating or discharging Debtor's liability hereunder or upon the Debt. No sale of the Collateral, and no forbearance on the part of Secured Party and no extension of the time for the payment of the Debt given by Secured Party shall operate to release, discharge, modify, change or affect, in whole or in part, the liability

of Debtor hereunder for the payment of the Debt or the liability of any other person hereunder for the payment of the Debt, except as agreed to in writing by Secured Party.

8.7. Any other or additional security taken for the payment of any of the Debt shall not in any manner affect the security given by this Agreement.

8.8. If any part of the Debt cannot be lawfully secured by this Agreement, or if the lien, assignments and security interests of this Agreement cannot be lawfully enforced to pay any part of the Debt, then and in either such event, at the option of Secured Party, all payments on the Debt shall be deemed to have been first applied against that part of the Debt.

8.9. This Agreement shall not be changed orally but shall be changed only by agreement in writing signed by Debtor and Secured Party. No course of dealing between the parties, no usage of trade and no parole or extrinsic evidence of any nature shall be used to supplement or modify any of the terms or provisions of this Agreement.

8.10. Any notice, request or other communication required or permitted to be given hereunder shall be given in writing by delivering it against receipt for it, by depositing it with an overnight delivery service or by depositing it in a receptacle maintained by the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the respective parties at the addresses shown herein (and if so given, shall be deemed given when mailed). Debtor's address for notice may be changed at any time and from time to time, but only after thirty (30) days' advance written notice to Secured Party and shall be the most recent such address furnished in writing by Debtor to Secured Party. Secured Party's address for notice may be changed at any time and from time to time, but only after ten (10) days' advance written notice to Debtor and shall be the most recent such address furnished in writing by Secured Party to Debtor. Actual notice, however and from whomever given or received, shall always be effective when received.

8.11. This Agreement shall be binding upon Debtor, and the heirs, devisees, executors, administrators, personal representatives, trustees, beneficiaries, conservators, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall benefit Secured Party and its successors and assigns.

8.12. Secured Party is hereby authorized at any time and from time to time after the occurrence of an Event of Default, without notice to any person or entity (and Debtor hereby WAIVES any such notice) to the fullest extent permitted by law, to set-off and apply any and all monies, securities and other properties of Debtor now or in the future in the possession, custody or control of Secured Party, or on deposit with or otherwise owed to Debtor by Secured Party including without limitation the Collateral and all other monies, securities and other properties held in general, special, time, demand, provisional or final accounts or for safekeeping or as collateral or otherwise (but excluding those accounts clearly designated as escrow or trust accounts held by Debtor for others unaffiliated with Debtor) against any and all of Debtor's obligations to Secured Party now or hereafter existing, irrespective of whether Secured Party shall have made any demand therefor.

8.13. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. Each waiver in this Agreement is subject to the overriding and controlling rule that it shall be effective only if and to the extent that (a) it is not prohibited by applicable law and (b) applicable law neither

provides for nor allows any material sanctions to be imposed against Secured Party for having bargained for and obtained it.

8.14. The pronouns used in this Agreement are in the masculine and neuter genders but shall be construed as feminine, masculine or neuter as occasion may require. "Secured Party", "Obligor" and "Debtor" as used in this Agreement include the heirs, devisees, executors, administrators, personal representatives, trustees, beneficiaries, conservators, receivers, successors and assigns of those parties.

8.15. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement. Terms used in this Agreement which are defined in the Texas Uniform Commercial Code are used with the meanings as therein defined. Wherever the term "including" or a similar term is used in this Agreement, it shall be read as if it were written "including by way of example only and without in any way limiting the generality of the clause or concept referred to."

8.16. This Agreement is performable in Chambers County, Texas, which shall be a proper place of venue for suit on or in respect of this Agreement. Debtor irrevocably agrees that any legal proceeding in respect of this Agreement shall be brought in the district courts of Chambers County, Texas or the United States District Court for the Northern District of Texas. Nothing herein shall affect the right of Secured Party to commence legal proceedings or otherwise proceed against Debtor in any jurisdiction or to serve process in any manner permitted by applicable law. Debtor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.**

8.17. Debtor agrees that, if at any time all or any part of any payment previously applied by Secured Party to the Debt is or must be returned by Secured Party or recovered from Secured Party for any reason (including the order of any bankruptcy court), this Agreement shall automatically be reinstated to the same effect, as if the prior application had not been made, and, in addition, Debtor hereby agrees to indemnify Secured Party against, and to save and hold Secured Party harmless from any required return by Secured Party or recovery from Secured Party of any such payments because of its being deemed preferential under applicable bankruptcy, receivership or insolvency laws, or for any other reason.

8.18. This Agreement embodies the entire agreement and understanding between Secured Party and Debtor with respect to their subject matter and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. Debtor acknowledges and agrees there is no oral agreement between Debtor and Secured Party which has not been incorporated in this Agreement.

8.19. Provided no default or Event of Default is continuing, cash on deposit comprising the Collateral may be requested by Debtor to pay for customary operating expenses of the Project incurred by Debtor after the date the Evidence of Completion has been delivered to Lender. Such requests shall be accompanied by bills or invoices setting forth in reasonable detail the basis for the expense, the name of the payee, and all relevant payment information.

NOTICE PURSUANT TO TEX. BUS. & COMM. CODE 26.02

THIS AGREEMENT, THE LOAN AGREEMENT AND ANY OTHER RELATED CREDIT DOCUMENTS TOGETHER CONSTITUTE A WRITTEN AGREEMENT AND REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

DEBTOR:

WINNIE-STOWELL HOSPITAL DISTRICT

By: _____
Name: Edward Murrell
Title: Board President

SECURED PARTY:

FIRST FINANCIAL BANK

By: _____
Name: Michael Hunt
Title: VP Relationship Manager

Blocked Account Control Agreement (“Shifting Control”)

This BLOCKED ACCOUNT CONTROL AGREEMENT dated as of May 31, 2024, is by and among Winnie-Stowell Hospital District, a governmental entity and political subdivision of the State of Texas (“District”), First Financial Bank (“Lender”) and First Financial Bank (“Bank”). The parties hereto refer to Account No. XXXXXX4846 (the “Account”) in the name of the District maintained at the Bank and hereby agree as follows:

1. District and Lender notify Bank that by separate agreement District has granted Lender a security interest, attached hereto as **Exhibit A**, in the Account and all funds on deposit from time to time therein. Bank acknowledges being so notified.
2. The purpose of this Agreement is to perfect a lien against the Account in the event the District defaults on the attached Promissory Note dated as of May 31, 2024 in the amount of \$29,290,000 signed by the District. (See **Exhibit B**)

Prior to the Effective Time (as defined below) Bank shall honor all withdrawal, payment, transfer or other fund disposition or other instructions which the District is entitled to give under the Account Documentation (as hereinafter defined) (collectively, “instructions”) received from the District (but not those from Lender) concerning the Account. On and after the Effective Time (and without District’s consent), Bank shall honor all instructions received from Lender (but not those from District) concerning the Account and District shall have no right or ability to access or withdraw or transfer funds from the Account.

For the purposes hereof, the “Effective Time” shall be the opening of business on the business day next succeeding the business day on which a notice purporting to be signed by Lender in substantially the same form as **Exhibit C**, attached hereto, with a copy of this Agreement attached thereto (a “Shifting Control Notice”), is actually received by Bank; provided that if any such notice is so received after 2:00 PM, Central time, on any business day, the “Effective Time” shall be the opening of business on the second business day next succeeding the business day on which such receipt occurs; and provided further, that a “business day” is any day other than a Saturday, Sunday or other day on which Bank is authorized or required by law to be closed.

Notwithstanding the foregoing: (i) all transactions involving or resulting in a transaction involving the Account duly commenced by Bank or any affiliate prior to the Effective Time and so consummated or processed thereafter shall be deemed not to constitute a violation of this Agreement; and (ii) Bank and/or any affiliate may (at its discretion and without any obligation to do so) (x) cease honoring District’s instructions and/or commence honoring solely Lender’s instructions concerning the Account at any time or from time to time after it becomes aware that Lender has sent to it a Shifting Control Notice but prior to the Effective Time therefor (including without limitation halting, reversing or redirecting any transaction referred to in clause (i) above), or (y) deem a Shifting Control Notice to be received by it for purposes of the foregoing paragraph prior to the specified unit’s actual receipt if otherwise actually received by Bank (or if such Shifting Control Notice does not comply with the form attached hereto as **Exhibit C** or does not attach an appropriate copy of this Agreement), with no liability whatsoever to District or any other party for doing so.

3. This Agreement supplements, rather than replaces, Bank’s deposit account agreement, terms and conditions and other standard documentation in effect from time to time with respect to the Account or services provided in connection with the Account (the “Account Documentation”), which Account Documentation will continue to apply to the Account and such services, and the respective rights, powers, duties, obligations, liabilities and responsibilities of the parties thereto and hereto, to the extent not expressly conflicting with the provisions of this Agreement (however, in the event of any such conflict, the provisions of this Agreement shall control). Prior to issuing any instructions on or after the Effective Time, Lender shall provide Bank with such documentation as Bank may reasonably request to establish the identity and authority of the individuals issuing instructions on behalf of Lender. Lender may request Bank to provide other services (such as automatic daily transfers) with respect to the Account on or after the Effective Time; however, if such services are not authorized or otherwise covered under the Account Documentation, Bank’s decision to provide any such services shall be made in its sole discretion (including without limitation being subject to District and/or Lender executing such Account Documentation or other documentation as Bank may require in connection therewith).
4. Bank agrees not to exercise or claim any right of offset, banker’s lien or other like right against the Account for so long as this Agreement is in effect except with respect to (i) returned or charged-back items, reversals or cancellations of payment orders and other electronic fund transfers or other corrections or adjustments to the Account or transactions therein, (ii) overdrafts in the Account or (iii) Bank’s charges, fees and expenses with respect to the Account or the services provided hereunder.
5. Notwithstanding anything to the contrary in this Agreement: (i) Bank shall have only the duties and responsibilities with respect to the matters set forth herein as is expressly set forth in writing herein and shall not be deemed to be an agent, bailee or fiduciary for any party hereto; (ii) Bank shall be fully protected in acting or refraining from acting in good faith without investigation on any notice (including without limitation a Shifting Control Notice), instruction or request purportedly furnished to it by District or Lender in accordance with the terms hereof, in which case the parties hereto agree that Bank has no duty to make any further inquiry whatsoever; (iii) it is hereby acknowledged and agreed that Bank has no knowledge of (and is not required to know) the terms and provisions of the separate agreement referred to in paragraph 1 above or any other related documentation or whether any actions by Lender (including without limitation the sending of a Shifting Control Notice), District or any other person or entity are permitted or a breach thereunder or consistent or inconsistent therewith, (iv) Bank shall not be liable to any party hereto or any other person for any action or failure to act under or in connection with this Agreement except to the extent such conduct constitutes its own willful misconduct or gross negligence

(and to the maximum extent permitted by law, shall under no circumstances be liable for any incidental, indirect, special, consequential or punitive damages); and (v) Bank shall not be liable for losses or delays caused by force majeure, interruption or malfunction of computer, transmission or communications facilities, labor difficulties, court order or decree, the commencement of bankruptcy or other similar proceedings or other matters beyond Bank's reasonable control.

6. District hereby agrees to indemnify, defend and save harmless Bank against any loss, liability or expense, including reasonable fees and disbursements of counsel (collectively, "Covered Items"), incurred in connection with this Agreement or the Account (except to the extent due to Bank's willful misconduct or gross negligence) or any interpleader proceeding relating thereto or incurred as a result of following District's direction or instruction. Lender hereby agrees to indemnify, defend and save harmless Bank against any Covered Items incurred (i) on or after the Effective Time in connection with this Agreement or the Account (except to the extent due to Bank's willful misconduct or gross negligence) or any interpleader proceeding related thereto, (ii) as a result of following Lender's direction or instruction (including without limitation Bank's honoring of a Shifting Control Notice) or (iii) due to any claim by Lender of an interest in the Account or the funds on deposit therein.
7. Bank may terminate this Agreement (i) in its discretion upon the sending of at least thirty (30) days' advance written notice to the other parties hereto or (ii) because of a material breach by District or Lender of any of the terms of this Agreement or the Account Documentation, upon the sending of at least five (5) days advance written notice to the other parties hereto. Lender may terminate this Agreement in its discretion upon the sending of at least three (3) days advance written notice to the other parties hereto, provided that Bank may shorten or waive the requirement that Lender's notice be in advance and any such shortening or waiver shall be binding on all parties. Any other termination or any amendment or waiver of this Agreement shall be effected solely by an instrument in writing executed by all the parties hereto. The provisions of paragraphs 5 and 6 above shall survive any such termination.
8. District shall compensate Bank for the opening and administration of the Account and services provided hereunder in accordance with Bank's fee schedules from time to time in effect. Payment will be effected by a direct debit to the Account.
9. This Agreement: (i) may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument; (ii) shall become effective when counterparts hereof have been signed by the parties hereto; and (iii) **shall be governed by and construed in accordance with the laws of the State of Texas.** All notices under this Agreement shall be in writing and sent (including via emailed pdf or similar file or facsimile transmission) to the parties hereto at their respective addresses, email addresses or fax numbers set forth below (or to such other address, email address or fax number as any such party shall designate in writing to the other parties from time to time).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

WINNIE-STOWELL HOSPITAL DISTRICT		FIRST FINANCIAL BANK	
By:		By:	
Name:	Edward Murrell	Name:	Michael Hunt
Title:	Board President	Title:	VP Relationship Manager
Address for Notices:	P.O. Box 1997, 538 Broadway	Address for Notices:	400 Pine Street
	Winnie, Texas 77665		Abilene, Texas 79601
Fax No.:	(409) 296-6326	Fax No.:	(325) 627-7158
Email Address:	Murrelledward@yahoo.com	Email Address:	mhunt@ffin.com

FIRST FINANCIAL BANK	
By:	
Name:	Michael Hunt
Title:	VP Relationship Manager
Address for other Notices: First Financial Bank 400 Pine Street Abilene, Texas 79601 Email: mhunt@ffin.com Fax No.: (325) 627-7158	Address for Shifting Control and Termination Notices: First Financial Bank 400 Pine Street Abilene, Texas 79601 Attention: Mr. Michael Hunt Email: mhunt@ffin.com Fax No.: (325) 627-7158

Exhibit A

Security Agreement
(See Tab 2)

Exhibit B

Promissory Note
(See Tab 3)

Exhibit C
SHIFTING CONTROL NOTICE

_____, 20____

FIRST NATIONAL BANK
Attn: Mr. Michael Hunt
400 Pine St.
Abilene, Texas, 79601
Fax No.: (325) 627-7158
Email: mhunt@ffin.com

Re: Blocked Account Control Agreement (“Agreement”) dated as of May 31, 2024 among the Winnie-Stowell Hospital District (“Debtor”), First Financial Bank (“Secured Party”), and First Financial Bank relating to Account(s) XXXXXX4846.

Ladies and Gentlemen:

This constitutes a Shifting Control Notice as referred to in paragraph 2 of the Agreement, a copy of which is attached hereto.

First Financial Bank

By: _____
Name: _____
Title: _____

DEPOSIT ACCOUNT INSTRUCTIONS AND SERVICE AGREEMENT

Government Deposit Account

May 31, 2024

This Deposit Account Instructions and Service Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), dated as of the date first written above is by and among **FIRST FINANCIAL BANK** in its capacity as depository bank (together with its successors and assigns, the “**Bank**”), **WINNIE-STOWELL HOSPITAL DISTRICT**, a governmental entity and political subdivision of the State of Texas organized pursuant to Tex. Const. Art. IX, section 9, and Chapter 286 of the Health and Safety Code, as amended (the “**Hospital District**”), and **FIRST FINANCIAL BANK**, (together with its successors and assigns, the “**Secured Party**”). This Agreement shall serve as instructions regarding the operation and procedures for the accounts at the Bank described below.

1. *Account Identification.* This Agreement applies to account(s) that have been established at the Bank and identified in **Exhibit A** attached hereto (each, an “**Account**” and collectively, the “**Accounts**”). Remittances will be processed in accordance with the terms of this Agreement and the Bank’s standard operating procedures. The Bank shall have no responsibility or duty hereunder with respect to such remittances prior to receipt in each respective Account.

2. *Various Defined Terms.*

(a) “**Business Day**” means any day other than Saturday, Sunday or any day recognized as a holiday by the Board of Governors of the Federal Reserve System.

(b) “**Security Agreements**” means that certain Security Agreements entered into between the District and Secured Party from time to time (as amended, restated, supplemented or otherwise modified from time to time with the prior written consent of Secured Party, which consent will not unreasonably be withheld).

3. *Government Deposit Account.* (a) The account identified on **Exhibit A** as the Government Deposit Account has been established in the name of Hospital District with the Bank for the purpose of receiving checks and electronic funds transfers from payors of governmental receivables for deposit into such account established with the Bank in the name of Hospital District (the “**Government Deposit Account**”). The Bank has no obligation to determine the source of payments received in the Government Deposit Account.

(b) Subject to Section 5 hereof, Hospital District hereby provides the following standing instructions to the Bank pertaining to transfers from the Government Deposit Account (the “**Instructions**”): at the end of each Business Day, the Bank shall transfer from the Government Deposit Account to the Hospital District’s account identified on **Exhibit A** as the Disbursement Account (the “**Disbursement Account**”) the collected balance of the Government Deposit Account. Solely as long as applicable law provides, or requires, Hospital District may at

any time revoke the Instructions upon prior written notice to the Bank and Secured Party (a “**Revocation Order**”), which will direct the Bank to transfer the collected balance in the Government Deposit Account to an account other than the Disbursement Account; *provided, however,* to the fullest extent permitted by applicable law at any time, any such Revocation Order shall not become effective until thirty (30) days after Bank’s and Secured Party’s receipt of such Revocation Order. If a Revocation Order is received, the Bank shall also use all reasonable efforts to promptly provide Secured Party with a copy of such Revocation Order; *provided, however,* that the Bank’s failure or delay in providing Secured Party with a copy thereof shall not result in any liability to the Bank and shall not affect the Bank’s duty to comply with the terms thereof.

(c) The parties hereto hereby agree and confirm that Hospital District has sole dominion and control over the Government Deposit Account and all funds held therein and each party other than Hospital District hereby disclaims any right of any nature whatsoever to control or otherwise direct or make any claims against the funds held, from time to time, in the Government Deposit Account, except as otherwise provided herein or if and as applicable law shall change.

4. *Security Interest.*

(a) The Hospital District has granted to Secured Party a security interest in all amounts from time to time on deposit in the Disbursement Account. The parties hereto agree that this Agreement constitutes an “authenticated record” for purposes of Section 9-104(a)(2) of the Texas Uniform Commercial Code (the “UCC”) and is being entered into to enable Secured Party to provide instructions to Bank pertaining to the Disbursement Account.

(b) The Hospital District represents and warrants to Secured Party and Bank, which representations and warranties shall survive the execution and delivery of this Agreement, that it has not assigned or granted a security interest in the Disbursement Account or any cash, moneys and other property on deposit from time to time therein except to Secured Party. The Hospital District will not permit the Disbursement Account to become subject to any other pledge, assignment, lien, charge or encumbrance of any kind, other than Secured Party’s security interest referred to herein.

5. *Duties.* Hospital District and the Secured Party agree that: (i) Bank has no duty to monitor the balance of the Accounts; (ii) Bank is hereby authorized to honor any instructions with respect to the Government Deposit Account (including a Revocation Order) from Hospital District (without obtaining the consent of Secured Party); (iii) Bank is hereby authorized to, without further inquiry, rely on and act in accordance with any instructions it receives from (or which purport to be from) Hospital District (with respect to the Government Deposit Account) and Bank shall have no liability to the Secured Party, Hospital District or any other person or entity in relying on and acting in accordance with any such instructions; (iv) Bank shall have no responsibility to inquire as to the form, execution, sufficiency or validity of any notice or instructions received by it pursuant hereto, nor to inquire as to the identity, authority or rights of the person or persons executing or delivering the same; and (v) once the notice has become effective, the Bank shall have two (2) Business Days within which to act in accordance with any

notice or instructions from Hospital District with respect to the Government Deposit Account. Notwithstanding the foregoing, Hospital District hereby instructs Bank not to make any transfers from the Government Deposit Account other than those permitted under Section 3(b) and (c), Section 4(a), and Section 9 of this Agreement.

(b) Notwithstanding anything to the contrary contained in this Agreement, upon receipt of written notice of the filing or commencement of any bankruptcy, receivership, insolvency, reorganization, dissolution or liquidation proceedings by or against the Hospital District (a “**Bankruptcy Filing**”), the Bank shall immediately cease all transfers of funds pursuant to this Agreement to anyone other than Secured Party. Upon receipt by the Bank of an appropriate order from a court of competent jurisdiction setting aside a Bankruptcy Filing, the Bank shall thereafter resume any transfer of funds pursuant to this Agreement.

6. *Electronic Signatures.* A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

7. *Information.* Hospital District shall, and Bank is hereby authorized to, provide to Secured Party view access to the Accounts and all activity with respect thereto and provide, to the extent reasonably requested by Secured Party, (orally, in writing, electronically or otherwise) balance and transaction information regarding the Accounts, including, without limitation, daily activity in the Accounts and copies of periodic account statements, and Hospital District agrees to pay all expenses and fees in connection therewith.

8. *Exculpation; Indemnity.*

(a) The Bank undertakes to perform only such duties as are expressly set forth herein. Notwithstanding any other provisions of this Agreement, the parties hereby agree that Bank shall not be liable for any action taken by it or any of its directors, officers, agents, employees, affiliates, successors and assigns in accordance with or to interpret this Agreement, including, without limitation, any action so taken at Secured Party’s request, except direct damages to the extent attributable to the Bank’s own gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction. In no event shall Bank be liable for any (i) losses or delays resulting from acts of God, war, terrorism, pandemic, force majeure, computer malfunction, interruption of communication facilities, labor difficulties or other causes beyond Bank’s reasonable control, (ii) for any other damages, including, without limitation, indirect, special, punitive or consequential damages or (iii) any losses or damages to any third-party as a result of any actions taken or omitted by the Bank in accordance with this Agreement.

(b) To the extent allowed by law, Hospital District agrees to indemnify and hold Bank harmless from and against all costs, damages, claims, judgments, reasonable attorneys’ fees (whether costs attributed to in-house counsel or fees paid or payable to outside counsel), expenses, obligations and liabilities of every kind and nature (collectively, “**Losses**”) which Bank may incur, sustain or be required to pay (other than those solely attributable to Bank’s gross negligence or willful misconduct as determined by a final non-appealable judgment of a

court of competent jurisdiction) in connection with or arising out of this Agreement, the Accounts, and to pay to Bank on demand the amount of all such Losses. Nothing in this Agreement, and no indemnification of Bank under this Section 8, shall affect in any way the indemnification obligations of Hospital District to Secured Party contained in any other agreement. The provisions of this Section 8 shall survive termination of this Agreement.

9. *Charges.* (a) In consideration of the services of Bank in establishing, maintaining, and conducting transactions through the Accounts, Bank has established, and Hospital District hereby agrees to pay, Bank's usual, customary and reasonable fees and other charges for the Accounts (collectively, "**Account Charges**") together with any and all other expenses incurred by Bank in connection with this Agreement or the Accounts, including, without limitation, the reasonable legal fees of the Bank, including the cost or fees of Bank's counsel (whether in-house or outside), of every kind and nature, paid or incurred by Bank in construing and/or enforcing its rights and remedies under this Agreement, and in connection with defending any cause or action, claim, counterclaim, set-off or cross-claim based on any act or omission by the Bank with respect to this Agreement or the Accounts (collectively, with the Account Charges, the "**Charges**").

(b) In connection with the payment of the Charges in any month, Bank will charge the Disbursement Account. If the balance in the Disbursement Account is not sufficient to cover such charges, and Hospital District otherwise fails to pay the amount of such Charges within two (2) Business Days following demand by the Bank, the Bank may debit the Government Deposit Account for the amount of such Charges.

(c) Bank reserves the right to change any or all of the Account Charges according to annual review, upon not less than ten (10) days written notice to Hospital District and Secured Party, provided that all such fees must be the Bank's usual, customary and reasonable fees.

10. *Chargebacks.* (a) All items deposited in, and electronic funds transfers credited to, the Accounts and then returned unpaid or returned (or not finally settled) for any reason (collectively, "**Chargebacks**") will be handled in the following manner:

(i) Any item deposited into the Government Deposit Account which is returned because of insufficient or uncollected funds or otherwise dishonored for any reason will be charged back to the Government Deposit Account.

(ii) Any returns, reversals or Chargebacks relating to electronic funds transfers or deposits into the Government Deposit Account will be charged back to the Government Deposit Account.

(b) The Bank will use reasonable efforts to notify Hospital District of any and all Chargebacks which have been charged back to the Government Deposit Account by reporting the return of such items (or electronic funds transfers) to the persons identified in, or as otherwise designated pursuant to, Section 16 hereof. The returned item will be sent to Hospital District along with a debit advice. Secured Party will also receive a copy of each such returned item and the debit advice.

(c) If there are insufficient funds in the Government Deposit Account to cover such Chargebacks, and Hospital District otherwise fails to pay to the Bank the amount of such Chargebacks within two (2) Business Days following demand by the Bank, the Bank may then debit the Disbursement Account for the amount of such Chargebacks.

11. *Irrevocable Agreement.* Hospital District acknowledges that the agreements made by it and the authorizations granted by it herein, other than those contained in Section 3, are irrevocable and that the authorizations granted in Sections 3 and 4 are powers coupled with an interest.

12. *Set-off.* The Bank waives all of its existing and future rights of set-off and banker's liens against the Accounts and all items (and proceeds thereof) that come into possession of Bank in connection with the Accounts, except those rights of set-off and banker's liens arising in connection with (a) any charges, fees, expenses, payments and other amounts for which Hospital District is responsible to Bank (including, without limitation, any of the foregoing with respect to cash management services provided by Bank to Hospital District, including, but not limited to, funds transfer (origination or receipt), trade, lockbox, commercial card, investment, disbursement, reconciliation, stop payment, positive pay, automatic investment, imaging, and information services), (b) Chargebacks, (c) Charges, and (d) amounts owed to Bank pursuant to Section 8 hereof.

13. *Partial Subordination of Bank's Rights.* Bank hereby subordinates to the security interest of Secured Party in the funds in the Disbursement Account (i) any security interest which Bank may have or acquire in the Disbursement Account and the funds therein, and (ii) any right which Bank may have or acquire to set off or otherwise apply any funds in the Disbursement Account against the payment of any indebtedness from time to time owing to Bank from Hospital District except for debits to the Disbursement Account permitted under this Agreement for the payment of Chargebacks or Account Charges.

14. *Miscellaneous.* This Agreement is binding upon the parties hereto and their respective successors and permitted assigns (including any trustee of Hospital District appointed or elected in any action under the Bankruptcy Code) and shall inure to their respective benefit. Hospital District shall not be entitled to assign or delegate any of its rights or duties hereunder without first obtaining the express prior written consent of Bank and Secured Party. Bank shall not be entitled to assign or delegate any of its rights or duties hereunder without first obtaining the express prior written consent of Secured Party and Hospital District. Secured Party may assign its rights or duties under this Agreement by written notice to Bank and the Hospital District and such assignment shall be effective as to the Hospital District and Bank upon written notice to same. Neither this Agreement nor any provision hereof may be changed, amended, modified or waived, except by an instrument in writing signed by all of the parties hereto. Any provision of this Agreement that may prove unenforceable under any law or regulation shall not affect the validity of any other provision hereof. This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument. The Government Deposit Account is not subject to any control agreements, and this Agreement shall control in the event of a conflict with the deposit agreement (or similar agreement) with respect to the Government Deposit Account.

15. *Termination.* The Hospital District may terminate this Agreement upon not less than thirty (30) days prior written notice to Secured Party and Bank. Bank may terminate this Agreement for any reason upon thirty (30) calendar days' prior written notice to the Hospital District and Secured Party. Bank may terminate this Agreement at any time upon five (5) calendar days' written notice to the Hospital District and Secured Party if (i) either the Hospital District or Secured Party breaches any of the terms of this Agreement or any other agreement with Bank or (ii) Bank receives from the Hospital District a copy of any written notice from Secured Party to the Hospital District that all of the Hospital District's obligations to Secured Party have been satisfied. This Agreement may be terminated by the Secured Party upon fifteen (15) days' prior written notice to Bank.

16. *Notices.* Any notice or other communication required or permitted under this Agreement shall be in writing and personally delivered, mailed by registered or certified U.S. mail (return receipt requested and postage prepaid), sent by telecopier or other electronic transmission (with a confirming copy sent by regular mail), or sent by prepaid nationally recognized overnight courier service, and addressed to the relevant party at its address set forth below, or at such other address as such party may, by written notice, designate as its address for purposes of notice under this Agreement:

- (a) If to the Secured Party, at:

FIRST FINANCIAL BANK
Attn: Mr. Michael Hunt
400 Pine St.
Abilene, Texas, 79601
Fax No.: (325) 627-7158
Email: mhunt@ffin.com

- (b) If to Bank, at:

FIRST FINANCIAL BANK.
Attn: Mr. Michael Hunt
400 Pine St.
Abilene, Texas, 79601
Fax No.: (325) 627-7158
Email: mhunt@ffin.com

- (c) If to Hospital District, at:

WINNIE STOWELL HOSPITAL DISTRICT
Attn: Board President
P.O. Box 1997
Winnie, Texas 77665
Facsimile No.: 409-833-9182
Email: Murrelledward@yahoo.Com

With a copy to:

Hubert Oxford, IV
Benckenstein & Oxford, LLP
3535 Calder, Suite 300
Beaumont, Texas 77706
Telephone: 409-951-4721
Facsimile: 409-833-8819
Email: hoxfordiv@benoxford.com

If mailed, notice shall be deemed to be given three (3) days after being sent, and if sent by personal delivery, telecopier or other electronic transmission or prepaid courier, notice shall be deemed to be given when delivered. If sent by a nationally recognized overnight courier service, the notice shall be deemed to be given when delivered. If any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender unless expressly set forth in such notice.

17. *Governing Law.* This Agreement shall be construed in all respects in accordance with, and enforced and governed by the laws of the State of Texas, without regard to conflicts of law principles. Venue shall be appropriate in Taylor County, Texas.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Deposit Account Instructions and Service Agreement has been executed and delivered by each of the parties hereto by a duly authorized officer of each such party on the date first set forth above.

HOSPITAL DISTRICT:

WINNIE-STOWELL HOSPITAL DISTRICT, a governmental entity and political subdivision of the State of Texas organized pursuant to Tex. Const. Art. IX, § 9 and Chapter 286 of the Health and Safety Code, as amended

By: _____
Name: Edward Murrell
Title: Board President

SECURED PARTY:

FIRST FINANCIAL BANK

By: _____

Name: Michael Hunt

Title: VP Relationship Manager

ACCEPTED AND AGREED:

BANK:

FIRST FINANCIAL BANK

By: _____

Name: Michael Hunt

Title: VP Relationship Manager

Exhibit A

	<u>Hospital District Name</u>	<u>Government Deposit Account</u>	<u>Disbursement Account</u>
1	Winnie-Stowell Hospital District	XXXXXX4838	XXXXXX4846

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
 § WINNIE-STOWELL HOSPITAL DISTRICT
COUNTY OF CHAMBERS §

I, the undersigned Secretary of the Board of Directors of the Winnie-Stowell Hospital District, do hereby certify as follows:

1. The Board of Directors of the Winnie-Stowell Hospital District (the "Board") convened in a called meeting on the 15th day of May, 2024, at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of said Board, and all of said persons were present. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION OF THE BOARD OF DIRECTORS OF WINNIE-STOWELL HOSPITAL DISTRICT REGARDING A GENERAL REVENUE LOAN

was duly introduced for the consideration of said Board and read in full. It was then duly moved and seconded that said resolution be adopted; and after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

___ voted "For" ___ voted "Against" ___ "Abstained"

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting and described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act.

SIGNED this 15th day of May, 2024.

Secretary, Board of Directors

RESOLUTION OF THE BOARD OF DIRECTORS OF WINNIE-STOWELL HOSPITAL DISTRICT REGARDING A GENERAL REVENUE LOAN

WHEREAS, the District was created pursuant to Chapter 286 of the Texas Health and Safety Code and according to Sec. 286.002 of the Code, a hospital district must be maintained, operated, and financed in the manner provided by Article IX, Section 9, of the Texas Constitution and Chapter 286 of the Health & Safety Code; and

WHEREAS, Section Sec. 285.101 of the TEXAS HEALTH & SAFETY CODE permits a hospital district formed pursuant to Tex. Const. Art. IX § 9 located in an area that is not delineated as an urbanized area by the federal census bureau to construct, acquire, own, operate, enlarge, improve, furnish, equip, or services to care for the disabled or the elderly, including nursing facilities or similar long-term care facility: and

WHEREAS, through the District's ownership and operation of nursing facilities, the District participates in the Quality Incentive Payment Program ("*QIPP program*") for qualified nursing facilities, as enacted in Texas pursuant to I Tex. Admin. Code Section 353.1301-353.1303, as amended from time to time, for qualified nursing facilities, administered through Texas Health and Human Services; and

WHEREAS, the Board of Directors of the District (the "*Board*") believes that the District needs to incur this indebtedness for the purpose of owning and operating nursing homes, including the District's participation in the QIPP program; and

WHEREAS, pursuant to the District's request, First Financial Bank (the "*Bank*") has presented the District with the terms of a General Revenue Anticipation Loan (the "*Loan*") to meet the District's anticipated cash flow needs for its nursing home operations, including the District's participation in the QIPP program; and

WHEREAS, the Bank and the District shall memorialize the Loan in an "Twelve Month General Revenue Anticipation Note" (the "*Note*"), and a related Security Agreement (the "*Agreement*") in the amount of Twenty-Nine Million Two Hundred Ninety Thousand Dollars (\$29,290,000) beginning on May 31, 2024 and ending on the maturity date of May 25, 2025; and

WHEREAS, the Board considers it to be in the best interest of the District to enter into the Loan and to execute the Agreement, the Note, and all related documents; and

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, *Texas Government Code*, as amended.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WINNIE-STOWELL HOSPITAL DISTRICT:

Section 1. Loan Authorized. The District shall obtain the Loan from the Bank. The Loan is hereby approved and authorized provided that:

- (a) the aggregate principal amount of the Loan shall be \$29,290,000 to be repaid in two (2) equal payments of the Loan in months 9 and 12 (February 2025 and May 2025);
- (b) District may prepay all or any part of the principal balance of this Promissory Note at any time without premium or penalty. Amounts prepaid may not be reborrowed.
- (b) the interest rate shall be the Prime Rate minus 0.50% with a floor of 6.00% per annum to be paid monthly;
- (c) an Original Fee upon the closing of this loan on May 31, 2024 in the amount of 1.0% of the Loan; and
- (d) the maximum maturity date for the Loan shall be twelve (12) months from the date the Note is executed and delivered.

Section 2. Approval of Agreement and Note. The Agreement and Note are each hereby approved. The President of the Board is hereby authorized and directed to execute and deliver the Agreement and the Note on behalf of the District, with such changes thereto as may be approved by the officers executing the same on behalf of the District, his execution thereof to constitute conclusive evidence of such approval. Any other officer of the District is authorized to attest, if necessary, to such officer's signature.

Section 3. Pledge of General Revenue for Note. The Board hereby pledges the District's general revenues to be collected by District during the term of the Loan, to secure the timely payment of principal and interest on the Note. Moreover, the District shall cause all Quality Incentive Payment Program ("*QIPP*") capitation rate components" funds ("*QIPP Funds*") as defined in Tex. Admin. Code §353.1303(g) to be direct deposited by the Managed Care Organizations described in Tex. Admin. Code §353.1303(b)(6) into the District's Government Receivables Account at First Financial Bank that shall be subject to a Deposit Account Instruction and Service Agreement ("*DAISA*") with Owner that requires all QIPP Funds to be swept daily into the Debtor's Funding and Disbursement Account that is subject to the Security Agreement for the Loan through a Deposit Account Control Agreement ("*DACA*") the Bank.

Section 4. Authorized Representative. The following persons are each hereby severally named as an "Authorized Representative" of the District for all purposes of the Loan, the Agreement, the Note and all other related documents, including, without limitation for the purposes of executing supporting agreements and certificates: the person occupying the position

of President of the Board. The Bank may rely on this designation until revoked or otherwise altered in a writing executed by an Authorized Representative and delivered to the Bank.

Section 5. Further Procedures. Each Authorized Representative, and each of them, shall be and they are hereby expressly severally authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the District all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Agreement, the Note, and the Loan. In the event that any officer of the District whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 6. No Personal Recourse. No recourse shall be had for payment of the principal of or interest on the Note or for any claim based thereon, or on this Resolution, against any District official or employee or any person executing the Agreement or the Note.

Section 7. Miscellaneous.

- (a) Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.
- (b) This Resolution shall be in force and effect from and after its passage as of the date shown below and shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.
- (c) All orders and resolutions or parts thereof inconsistent with the provisions of this Resolution are hereby repealed to the extent of such inconsistency.
- (d) The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.
- (e) The section headings herein are for convenience only and shall not affect the construction hereof.

PASSED, APPROVED AND EFFECTIVE on this 15th day of May, 2024.

WINNIE-STOWELL HOSPITAL DISTRICT

By: _____
Edward Murrell
President, Board of Directors

ATTEST:

By: _____
Jeff Rollo
Secretary, Board of Directors

EXHIBIT “D”

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

This First Amendment to Management Agreement (“Amendment”) is dated to be effective as of May 1, 2024, Winnie-Stowell Hospital District, a governmental entity and political subdivision of the State of Texas organized pursuant to Tex. Const. Art. IX, § 9 and Chapter 286 of the Health and Safety Code, as amended (“Hospital District”) and HMG Park Manor of Longview, LLC, a Texas limited liability company (“Manager”).

RECITALS:

WHEREAS, Hospital District and Manager executed a Management Agreement dated as of September 1, 2023 (the “Agreement”), whereby Hospital District retains the services of Manager to manage the operations of the nursing facility known as Treviso Transitional Care Center, located at 1154 East Hawkins Parkway, Longview, Texas 75605 (the “Facility”); and

WHEREAS, Hospital District and Manager desire to amend the Agreement, all upon and subject to the terms and conditions hereinafter provided.

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

1. Words whose initial letters are capitalized are defined terms. When used in this Amendment such terms shall have the meaning assigned to them in the context of this Amendment or, if not defined in this Amendment, the same meaning as that assigned to such defined terms by the Agreement.
2. Paragraph 6.3.2 of the Agreement is hereby deleted in its entirety, and the following is substituted in lieu thereof:

6.3.2 Notwithstanding any other provision of this Agreement stating otherwise, all unreimbursed Interim Working Capital shall be reimbursed to Hospital District upon the earlier of the receipt of the Accrued Medicaid and Medicare Vendor Payments or July 1, 2024. If all Interim Working Capital has not been reimbursed by July 1, 2024, Hospital District shall have as its sole remedy the right to reduce the amount of weekly transfers of Ordinary Revenue and Surplus Working Capital from the Depository Account by 50% per such transfer until such time as all Interim Working Capital has been reimbursed.
3. The parties hereto represent and warrant to each other, which representations and warranties shall survive the execution and delivery hereof, that this Amendment constitutes the legal, valid and binding obligation of each such party, enforceable against such party in accordance with its terms.
4. Except as modified by this Amendment, the Agreement is hereby ratified and confirmed (giving legal effect to this Amendment).

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

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Amendment as of the date first written above.

HMG PARK MANOR OF LONGVIEW, LLC,
a Texas limited liability company

By: _____
Derek L. Prince, CEO

WINNIE-STOWELL HOSPITAL DISTRICT

By: _____
Edward Murrell, Board Chairman

EXHIBIT “E”

April 3, 2024 Special Meeting Minutes

MINUTES FOR THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE WINNIE-STOWELL HOSPITAL DISTRICT

The meeting of the Board of Directors of the Winnie-Stowell Hospital District (“District”) was noticed and filed pursuant to the Texas Open Meetings Act a full 72 hours prior to the opening of said meeting for 5:00 p.m., April 3, 2024 at the District’s Offices located at 520 Broadway, Winnie, Texas 77665, (a copy of said Notice being placed amongst the files of the District). An electronic copy of this meeting is available upon request.

1. Call the Meeting to Order

At approximately 5:09 p.m., the meeting was convened, and the roll was called of the members of the Board, to wit:

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

All said Board members were present. In addition, to the above-named Board members, also present at the meeting were:

Mrs. Sherrie Norris	District Administrator
Mrs. Victoria Carlo	Administrator’s Assistant
Mr. Hubert Oxford, IV	General Counsel for the District
Mrs. MaKayla Vidal	District CPA
Mrs. Kaley Smith	Coastal Gateway

4. Public Comment

Following the introduction of guest and the Pledge of the Allegiance, President Murrell then asked those in attendance for any public comment. Since there was none, the President asked for the Board members to move to Agenda Item No. 5.

5. Discuss and take-action, if necessary, on hiring a qualified licensed nursing home administrator to perform nursing home services.

Attorney Oxford discussed with the Board the need to ratify an employment agreement with Curtis Scott Johnson on a part-time basis for the purpose ensuring the District's nursing facilities were providing the highest level of healthcare to the residents of these facilities. The Board was then provided with Mr. Johnson's resume and confirmed that he had several years of administrative experience overseeing nursing facilities in the State of Texas. (See **Exhibit "A"**).

As part of his job as a District employee, Mr. Johnson is to, among other things: (a) participate in monthly meetings with the District's nursing facilities' staff to review clinical and quality operations as well as to identify areas of improvement; (b) conduct and/or participating in quarterly joint training with each of the District's Facilities; (c) provide documentation and write-ups to the District's Board of Directors and staff on a monthly basis that update the District on the status of each facility, the monthly meetings; and quarterly training; and (d) to provide the District with any information and recommendations as may be necessary to ensure the highest level of healthcare for residents at the District's facilities.

In addition, the Board discussed Mr. Johnson's pay scale as well as the amount of work required to execute his job duties. After some discussion on the issues, it was agreed to that Mr. Johnson was to be paid \$40.00 per hour and it was expected that he would work approximately seventy-five (75) hours per month.

At the conclusion of the discussion to hire Mr. Johnson, a motion was made by Director Stramecki to ratify the employment of Mr. Johnson effective January 1, 2024 at \$40.00 per hour to serve as the District's Outreach Specialists. This motion was seconded by Director Way, and unanimously approved by all the Board members.

6. Discuss and take-action, if necessary, on approving QIPP Year 8 enrollment

Next, President Murrell asked the Board to affirm the District's intentions to enroll its nursing facilities into the Year 8, Quality Incentive Payment Program ("QIPP"). Staff then explained that the deadline to enroll the District's facilities for QIPP Year 8 was on April 15, 2024 and they requested authority from the District's

Board to enroll the nursing facilities. If the Board concurred, staff explained that the District would make an IGT for its nursing facilities on or about the 1st of June 2024 and then the QIPP Year 8 would start on September 1, 2024.

In response, a motion was made by Director Vratiss to authorize staff to enroll the District's nursing facilities into the Quality Improvement Payment Program for Year 8. This motion was seconded by Director Way and unanimously approved by all the Board members.

Thereafter, President Murrell then called for any other such matters before the Board. There being none, the President Murrell confirmed the next Regular Meeting was scheduled for April 17, 2024 at 6:00 p.m. A motion was then made by Director Rollo at 5:34 p.m. to adjourn the meeting. This motion was seconded by Director Stramecki and unanimously approved by all the Board members present.

Edward Murrell, President

Anthony Stramecki, Vice-President

**April 17, 2024 Regular
Meeting**

**MINUTES FOR THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF
THE WINNIE-STOWELL HOSPITAL DISTRICT**

The meeting of the Board of Directors of the Winnie-Stowell Hospital District (“District”) was noticed and filed pursuant to the Texas Open Meetings Act a full 72 hours prior to the opening of said meeting for 6:00 p.m., April 17, 2024 at the District’s Offices located at 520 Broadway, Winnie, Texas 77665, (a copy of said Notice being placed amongst the files of the District). An electronic copy of this meeting is available upon request.

At approximately 6:09 p.m., the meeting was convened, and roll was called off the members of the Board, to wit:

Mr. Ed Murrell	President
Mr. Anthony Stramecki	Vice-President
Robert “Bobby” Way	Treasurer
Jeff Rollo	Secretary
Kacey Vratiss	Director

All said Board Members were present, thus constituting a quorum. In addition, to the above-named Board Members, also present at the meeting were:

Mrs. Sherrie Norris	District Administrator
Mrs. Victoria Carlo	District Administrator’s Assistant
Mrs. Reagan Walters	Office Assistant
Mr. Scott Johnson	Nursing Facility Coordinator
Mr. Carson Jordon	Indigent Care Director
Mrs. Patricia Ojeda	Contracted Program Consultant
Mr. Hubert Oxford, IV	General Counsel for the District
Mrs. MaKayla Vidal	District’s CPA
Dr. Michael Lyons	Coastal Gateway Health Clinic
Mr. Saad Javed	CEO, Riceland Hospital (“Hospital”)
Mr. Mo Danishmund	Chief Financial Officer, Riceland Hospital
Wade Thibodeaux	Hometown Press
Mrs. Gloria Way	The Seabreeze Beacon
Mrs. Christy Ridgeway	East Chambers Independent School District (“ECISD”)
Mrs. Andrea Smith	ECISD
Mr. David Smith	LTC Group

1. Public Comment

President Murrell called on those present at the meeting to make any public comment. This month, Mrs. Ridgeway and Andrea Smith asked to make a public comment and during their public comment, they asked the Board to add an agenda item to the May 15, 2024, for the Board to review and consider the ECISD grant request for 2024. In response, the Board thanked the two ladies for their attendance and agreed to include the requested agenda item.

2. Review and approve minutes of March 20, 2024 Regular Meeting.

President Murrell then called on the Board to return to Agenda Item 5, and to review and approve the minutes from the March 20, 2024 Regular Meeting. The Board then reviewed the minutes and did not have changes.

Thus, Director Stramecki made a motion to approve the minutes from the March 20, 2024 Regular Meeting. This motion was seconded by Director Vratis, and unanimously approved by all the Board Members present.

3. Review and approve Accountant’s report and financials report for monthly payment of invoices; and adopt any budget amendments, if necessary.

Following the review and approval of the Minutes, President Murrell called on Mrs. MaKayla Vidal, the District’s CPA, to present the District’s Income Statement and Balance Sheet for March 2024. (See Exhibit “A-1”). Mrs. Vidal then presented the Balance Sheet and Income Statement for March 2024 and asked the Board if there were any questions but there were none.

After the review of the District’s financials, Mrs. Vidal then asked the Board to turn to the Treasurer’s Report and first reviewed the invoices to be paid as set forth below and in Exhibit “A-2”.

Pending Expenses		For	Amount
Brookshire Brothers	Indigent Care		\$5,607.29
Coastal Gateway Health Center	Indigent Care		\$507.32
Indigent Healthcare Solutions	Inv #77614		\$1,566.00
\$25 Optical	SP Program		\$150.00
Bayside Dental	SP Program		\$880.00
Caba Therapy Svcs (Physio)	SP Program		\$444.63
Dr June Stansky, Optometrist	SP Program		\$60.00
Winnie Family Dental	SP Program		\$657.40
Thompson Outpatient Clinic	Indigent Care		\$1,021.20
Wilcox Pharmacy	Indigent Care		\$1,373.23
IC YC Kalos Counseling 340.00	Youth Counseling		\$340.00
WS Felipe Ojeda 350.00 Inv 1048	Inv# 1048		\$350.00
WS Function4 80.03 Inv #1113992	Inv #1113992		\$80.03
WS Graciela Chavez 120.00 Inv 965970	Youth Counseling		\$120.00
American Education Services	Grant S Stern-Student Loan		\$150.14
Coastal Gateway Health Center	Grant (Pmt 4/12)		\$83,483.58
Coastal Gateway Health Center	Grant (Marketing/Outreach)		\$41,016.10
WS Grant US Dep of Ed 720.62 (B Odom)	Grant B Odom-Student Loan		\$720.62
WS Hall Render 8627.55 Inv 610028	Inv # 610028		\$8,627.55
WS Hubert Oxford 1000.00 legal retainer	Legal Retainer		\$1,000.00
WS Patricia Ojeda 3131.25 Inv #3004	Inv # (Contract)		\$3,131.25
WS Technology Sol 95.00	Inv #1854		\$95.00
WS Vidal Accounting 8715.00	Inv# 00053		\$8,715.00
WS B&O 25310.00 Inv# 51045	Inv# 51045		\$25,310.00
Total Pending Expenses:			\$185,406.34

Next, Mrs. Vidal asked the Board to review the Funds Summary section of the Treasurer’s report, which is set forth below.

Funds Summary	Totals
Prosperity Operating (Unrestricted)	\$600,626.33
First Financial DACA (Unrestricted)	\$1,580,943.56
First Financial DACA (Restricted)	\$2,969,146.31
First Financial Money Market	\$9,364,151.41
TexStar (Restricted)	\$746,713.23
FFB CD Balance	\$8,200,000.00
Total District Funds	\$23,461,580.84
Less First Financial (Restricted)	(\$2,969,146.31)
Less TexStar Reserve Account	(\$746,713.23)
Less LOC Outstanding	(\$4,433,740.99)
Less First Financial Money Market	\$0.00
Less Committed Funds (<i>See Total Commitment</i>)	(\$1,250,037.70)
Cash Position (<i>Less First Financial Restricted</i>)	\$18,495,683.60
Pending Expenses	(\$185,406.34)
Ending Balance (<i>Cash Position-Pending Expenses</i>)	\$18,310,277.26
*Total Funds (<i>Ending Balance+LOC Outstanding+QIPP Funds Outstanding+Outstanding Chow Loans</i>)	\$30,819,710.70

Mrs. Vidal then explained that the Total Funds as of the meeting were \$30,891,710.70 but the total liquid funds for the District were \$18,310,277.26. Looking forward, Mrs. Vidal informed the Board that the District should be receiving QIPP Year 7, 2nd Quarter Component 3, 4 and Lapsing Funds before the next meeting.

Lastly, regarding the Treasurer’s Report, Mrs. Vidal updated the Board on the District’s Committed Funds; Advance to Hospital for DY-8 Repayment; Interim Working Capital (“CHOW”) advances; and outstanding loan balances. A summary of each is as follows:

- Committed Funds: For 2024, the District approved a total of \$1,761,900.96 in committed funds for the Coastal Gateway Grant; the Coastal Gateway Marketing Grant; the Winnie Stowell Volunteer Emergency Medical Service (“WSVEMS”) grant; the Marcelous William Grant; and the ECISD grant. Year to date, the District has paid \$511,863.26 of the Committed Funds and there remains \$1,250,037.70. The total outstanding increased from the previous month because the ECISD grant was now included in the Committed Funds section of the Treasurer’s Report.
- Advance to Hospital for DY-8: The total advanced to the Hospital for the DY-8 Repayment demand by the Texas Health and Human Services Commission was \$1,626,424.00. Since October 2023, the District has received \$225,347.27 and the balance owed is \$1,401, 076.73. This is the same amount as the previous month because Staff was unable to update the report because the Indigent Care Director abruptly resigned and therefore, staff was unable to complete their review of the invoices submitted by the Hospital for March 2024.

- Interim Working Capital Advances: As of the meeting, the District advanced \$8,889,758.55 of the \$13,500,000.00 allocated for thirteen (13) nursing facilities. Of the amount advanced, Mrs. Vidal explained to the Board that \$1,411,554.17 was utilized by HSM and they paid off their advances in March 2024.
- Outstanding Short-Term Working Capital Loans: Regarding Loan 23 that was made in June 2023 for \$14,353,948.46, the District repaid the loan in full. Since this loan was repaid, the District still had one (1) working capital loan outstanding (i.e., Loan 24) in the amount of \$15,421,032.78 and will begin making payments in April 2024.

Upon the conclusion of the presentation of the Treasurer's Report, Mrs. Vidal returned to the Funds Summary Section and discussed with the Board whether the Board would like staff to repay its outstanding balance of \$4,433,740.99 on the Line of Credit. Per Mrs. Vidal, she explained that the District had sufficient funds to repay most, if not all of the line of credit and stay within the District's cash reserve requirement established by First Financial Bank ("Bank"). The Board agreed that this was necessary to reduce unneeded interest expenses.

Lastly, Mrs. Vidal asked the Board to review the bank reconciliations, which also include the invoices previously listed. (See **Exhibit "A-3"**). After reviewing the reconciliations, the Board members had no questions.

Therefore, upon the completion of the discussion of the financials, President Murrell then called for a motion to approve the financials, Treasurer's Report, and payment of invoices. In response, Director Way made a motion to approve: (i) the March 2024 financials (ii) the Treasurer's Report; (iii) pay the outstanding invoices; (iv) approve the Check Register; and (v) repay the line of credit up to the amount staff determined was acceptable to stay within the cash deposit requirement by the Bank. (See **Exhibit "A-1", "A-2", and "A-3"**). This motion was seconded by Director Rollo and unanimously approved by all the Board Members.

4. Discuss and take-action on Committee Reports: a) Finance Committee; b) Indigent Healthcare Committee; c) Personnel Committee; and d) Hospital Liaison.

Next, President Murrell asked the Committees if there were any reports. In response, Director Stramecki asked the Board to provide a brief report on the situation involving the former Indigent Care Director's departure. Per Director Stramecki, since the last meeting, Mr. Carson Jordan resigned without giving the District any advance notice. As such, the Personnel Committee met with staff and recommended the following course of action: (i) post the opening for an Indigent Care Director; (ii) in the interim Mrs. Walters has agreed to work on a full-time basis with a sixty-day probation period and receive a raise from \$15.00 per hour to \$18.00 per hour. In addition, Director Stramecki suggested moving Mrs. Walters to a full-time position either as the Indigent Care Director or as a full-time staff assistant. The Board agreed but since hiring and firing of staff is the responsibility of the Administrator, the Board deferred to Mrs. Carlo on the best path forward.

5. **Receive reports, by:**

a. **Administrator's Report**

The District's Assistant Administrator asked the Board members to let her know by May 6, 2024, if they were going to attend the THT Governance Conference to be held in San Antonio on July 25, 2024, through July 27, 2024. Mrs. Carlo the expressed an interest in attending as did Mrs. Walters. Moreover, Ms. Smith, with Coastal Gateway also said she was interested in attending. In response, the Board concurred to the request to pay for Mrs. Carlo, Mrs. Walters, and Ms. Smith to attend the conference.

b. **District Indigent Care Director Report**

This month, given the lack of an Indigent Care Director, staff explained that they were not able to complete the Indigent Care Report and would include the report for March 2024 during the May 15, 2024, Indigent Care Report.

c. **Grant Report**

Following the Coastal Gateway Report, President Murrell called on Mrs. Victoria Carlo to give the Grant Report. Mrs. Carlo then reviewed the status of all the various outstanding grants and summaries of her report can be found in **Exhibit "B"**.

d. **District General Counsel Report**

Attorney Oxford informed the Board that he had a request to move the July 2024 meeting from July 17, 2024, to July 24, 2024. Per attorney Oxford, he was wanting to go on vacation the week before the regular scheduled meeting and was concerned that he would not have time to prepare for the meeting. Additionally, Attorney Oxford suggested moving the meeting to accommodate upcoming election deadlines. The Board then reviewed their schedules and agreed to move July 2024 meeting to July 24, 2024.

e. **Coastal Gateway Report**

Turning to the Coastal Gateway report, Ms. Kaley Smith, Coastal Gateway's ("Clinic") Chief Executive Officer, presented the Coastal Gateway's ("Clinic") monthly report. A summary of her report is found in **Exhibit "C"**.

f. **LTC Report**

The Board was then directed to the March 2024 District Nursing Facility Report and called on Mr. Johnson, District's Nursing Facility Coordinator, to present the report. (See **Exhibit "D"**). Mr. Johnson the discussed his report to the Board in detail and responded to questions by the Board about the quality of care at certain facilities as well as the highlights from the Quality Assurance and Performance Improvement (QAPI) meetings he attended the previous month.

g. Hospital Report

Following the LTC Report, President Murrell called on Mr. Danismund to discuss the Hospital's report. Mr. Danismund thanked President Murrell for the opportunity present the Hospital's March 2024 monthly report, which is summarized in the charts below:

2024													
Census	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD Monthly Average
ER Visits	254	204	236										231
Conversion to Inpatient/observation	28	26	28										27
Percentage	11%	13%	12%	0%	0%	0%	0%	0%	0%	0%	0%	0%	12%
Transferred out of ER	7	7	8										7
Percentage	3%	3%	3%	0%	0%	0%	0%	0%	0%	0%	0%	0%	3%
ER shifts covered by doctors	0%	0%	0%										0%
Number Inpatient days	149	66	58										91
Number Hospice days	0	0	0										0
Number Swingbed days	60	7	3										23
Number Observation days	31	72	45										49
Total All Inpt. Days	240	145	106										164
Average Inpatient days per day	7.74	5.00	3.66										5.47
CTs	94	86	98										93
Xrays	287	229	176										231
Ultrasounds	33	25	32										30
Labs-Covid (#encounters)	71	69	49										63
Labs-RPP (#encounters)	44	22	12										26
Labs-All Other (# encounters)	501	547	543										530
Encounters - Adult Clinic	202	225	143										190
Encounters - Pediatric Clinic	140	175	137										151
Behavioral Health patients	44	42	41										42
Physical Therapy	1	1	2										1

A chart comparing the Hospital's prior year end services to the current year is as follows:

Yearly Averages							
Census	2019	2020	2021	2022	2023	2024-YTD	Average
ER Visits	190	174	220	229	249	231	221
Conversion to Inpatient/observation	10	13	21	20	26	27	21
Percentage of Converted Patients	5%	7%	9%	9%	10%	12%	10%
Transferred out of ER	10	12	11	11	10	7	10
Percentage Transferred out of ER	5%	7%	5%	5%	4%	3%	5%
ER shifts covered by doctors	79%	65%	56%	4%	2%	0%	25%
Number Inpatient days	58	115	191	154	81	91	126
Number Hospice days	12	5	9	4	2	0	4
Number Swingbed days	16	47	48	65	22	23	41
Number Observation days	18	23	25	33	39	49	34
Total All Inpt. Days	104	190	273	255	144	164	205
Average Inpatient days per day	3.42	6.23	8.96	8.41	4.76	5.47	6.76
CTs	42	57	64	67	80	93	72
Xrays	204	228	287	249	211	231	241
Ultrasounds	23	16	37	35	20	30	28
Labs-Covid (#encounters)	0	0	0	460	47	63	114
Labs-RPP (#encounters)	0	0	0	120	77	26	45
Labs-All Other (# encounters)	0	0	0	331	633	530	299
Encounters - Adult Clinic	576	479	486	294	230	190	336
Encounters - Pediatric Clinic	283	209	225	252	208	151	209
Behavioral Health patients	57	11	13	38	43	42	29
Physical Therapy	5	0	0	1	3	1	1

Otherwise, Mr. Danishmund advised that he did not have anything further to report that was not going to be addressed later in the meeting.

6. Discuss and take-action, if necessary, on grant request by Winnie Community Hospital and Coastal Gateway

Upon the conclusion of the Hospital Report, President Murrell then called on Mr. Danishmund to re-present the Hospitals grant requests for the installation of flooring that encapsulated asbestos-containing materials safely; and to repaint doors, door frames, and other affected areas with high-quality durable paint. According to Mr. Danishmund, the Hospital staff went back to the bidders following the last meeting and asked them bid on the same square footage and asked that the bidders include material prices rather than to only quote prices for labor. (See **Exhibit “E”**). After receiving the revised bids, Mr. Danishmund recommended the bid by Adonis Contracting Services, which was the low bid. A summary of the revised bids received is as follows:

Bidder	Bid	Original Bid
Adonis Contracting Services, LLC	\$70,434.78	\$38,500.00
Wallace Construction Company	\$81,450.00	\$66,600.00
SETX Unlimited Roofing & Construction	\$79,710.00	
Polus Global, LLC (i.e., Materials)		\$10,500.00
American Interior Design Center		\$51,647.45
All Around Construction Services		\$60,000.00

Next, Ms. Smith presented the bids received for a generator at the District’s facility leased by Coastal Gateway in Stowell, Texas. (See **Exhibit “F”**). Before summarizing the bids received, Ms. Smith informed the Board that she received four (4) bids, but one (1) bid was for a 100kw generator, and the other two (2) bids were for 60kw generators. A summary of the bids is set forth below.

Bidder	Generator Size	Price
A&A Electric Co of Beaumont	100kw Generac	\$68,309.000
Gulf Coast Generators	60kw Generac	\$41,829.04
Savant Electric Company	60kw Protector Series	\$48,935.00
Savant Electric Company	60kw Protector Plus Series	\$53,394.00

After discussing the bids received, it was Ms. Smith’s recommendation that the District install a 60KW Generac generator as proposed by Gulf Coast Generators, which was also the lowest bid.

After a review of the grant request and bid proposal, a motion was made by Director Stramecki to accept the low bid by Adonis Contracting Services, LLC for \$70,434.78 to make the requested repairs and upgrades at the Hospital and to accept the bid by Gulf Coast Generators to install a 60KW Generac generator for \$41,829.04 at the facility leased by Coastal Gateway. This motion was seconded by Director Way and unanimously approved by all the Board Members.

7. **Discuss and take-action, if necessary, on request by Hospital to consider and take-action to provide student loan assistance for incoming doctor.**

No action was taken on this agenda item.

8. **Discuss and take-action, if necessary, on establishing a procedure and price to provide healthcare specialty services with Riceland Medical Hospital in Winnie, Texas.**

Turning to Agenda Item No. 11, President Murrell called on Mrs. Carlo to discuss the issue of how to manage referrals to specialists working for Riceland Hospital. Per Mrs. Carlo, the Hospital now has a cardiologist that visits the Hospital weekly, and the District has handful of Indigent Care clients that have visited the cardiologist at the Rural Health Clinic and typically, when an Indigent Client sees a specialist, the District requires that its Indigent Care Director give prior consent. Thus, Mrs. Carlo asked the Board whether the District needed to give referrals for the specialist seen by the District's Indigent Care clients. In addition, the group discussed the pricing of the services, and it was recommended to pay the Hospital the amounts set forth by the State of Texas for Medicaid patients.

Thereafter, a motion was made by Director Stramecki to require referrals for the District's Indigent Care clients who are seen by the Hospital and to pay the prescribed amount as set forth by the State of Texas for Medicaid patients. This motion was seconded by Director Vratiss and unanimously approved by all the Board Members.

9. **Discuss and take-action, if necessary, on approving the renewal of the CD and Line of Credit at First Financial Bank.**

Next, the Board was asked to consider renewing the District's Line of Credit and Certificate of Deposit ("CD") at First Financial Bank that expires on May 1, 2024. Per Attorney Oxford, he prepared a Resolution to renew the CD and Line of Credit and if the Board approved, the Bank prepared an Amendment to the District's Promissory Note for the Line of Credit that will need to be executed. (*See Exhibit "G"*). A discussion then ensued regarding the need for the Line of Credit and CD and whether the District's funds would be better spent on not renewing the Line of Credit and CD so that the District could invest the funds in a money market account or with TexStar and earn more interest. However, at the end of the discussion, it was agreed to renew the CD and Line of Agreement.

Consequently, a motion was made by Director Stramecki to renew the CD and Line of Credit. This motion was seconded by Director Vratiss and unanimously approved by all the Board Members.

10. **Discuss and take-action, if necessary, on approving amendment to the LTC Group Professional Services Agreement.**

President Murrell then called on Attorney Oxford regarding the need to amend the LTC Service Agreement to include the newly acquired Mont Belvieu facility. Per Attorney Oxford, the cost for this extra facility would be \$6,000.00 and he presented the Board with a Fourth Amendment to the Fifth Amended and Restated Service Agreement. (*See Exhibit "H"*).

At the end of a brief discussion on the Agenda Item, a motion was made by Director Stramecki to approve the Fourth Amendment to the Fifth Amended and Restated Service Agreement with the LTC Group to include the Mont Belvieu facility. This motion was seconded by Director Rollo and unanimously approved by all the Board Members

11. Discuss and take-action, if necessary, on authorizing staff to alter the timing of Interim Working Capital recoupments for the Mount Belvieu facility.

Lastly, Attorney Oxford was called to present Agenda Item No. 14, to discuss altering the payment schedule for the traditional revenue and interim working capital advance for the Mont Belvieu facility. Attorney Oxford then explained that the facility's operator, Pillar Stone, requested that the District agree to change the payment schedule for the traditional weekly transfer of ordinary revenue to bi-weekly and likewise, to regarding the timing of the interim working capital advance, they have requested that this payment be made bi-monthly. Attorney Oxford then explained that he had reviewed the Management Agreement and there was no need to amend the agreement, but staff requested authority from the Board to make the changes. Staff then explained that this would require additional work and suggested that the Board approve the request but as to the bi-weekly payments for ordinary revenue, Staff suggested that the Board agreed to make these payments for a six (6) month period until Pillar Stone could adjust their cash flow models.

The Board concurred and then Director Stramecki made a motion to authorize the bi-weekly transfers to the Mont Belvieu facility for ordinary revenue during the first six (6) months of the Management Agreement and authorized staff to make interim working capital advances pursuant to the terms of the Management Agreement bi-monthly. This motion was seconded by Director Way and unanimously approved by all the Board Members

At the end of the discussion of the agenda items, President Murrell called for any other such matters before the Board. There being none, the Board then confirmed the date for the next Regular Meeting to be on May 15, 2024. A motion was then made by Director Way at 7:48 p.m., to adjourn the meeting. This motion was seconded by Director Stramecki and unanimously approved by all the Board Members present.

Edward Murrell, President

Anthony Stramecki, Vice-President

April 24, 2024 Special Meeting Minutes

MINUTES FOR THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE WINNIE-STOWELL HOSPITAL DISTRICT

The meeting of the Board of Directors of the Winnie-Stowell Hospital District (“District”) was noticed and filed pursuant to the Texas Open Meetings Act a full 72 hours prior to the opening of said meeting for 8:30 a.m., April 24, 2024 at the District’s Offices located at 520 Broadway, Winnie, Texas 77665, (a copy of said Notice being placed amongst the files of the District). An electronic copy of this meeting is available upon request.

1. Call the Meeting to Order

At approximately 8:35 a.m., the meeting was convened, and the roll was called of the members of the Board, to wit:

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

All said Board members were present with the exception of Director Vratis. In addition, to the above-named Board members, also present at the meeting were:

Mrs. Sherrie Norris	District Administrator
Mrs. Victoria Carlo	Administrator’s Assistant
Mr. Hubert Oxford, IV	General Counsel for the District
Mrs. MaKayla Vidal	District CPA
Mrs. Kaley Smith	Coastal Gateway

4. Public Comment

Following the introduction of guest and the Pledge of the Allegiance, President Murrell then asked those in attendance for any public comment. Since there was none, the President asked for the Board members to move to Agenda Item No. 5.

5. Discuss and take-action, if necessary, on renewing the CD and Line of Credit at First Financial Bank.

Following the last meeting, Attorney Oxford explained that he had a discussion with the District CPA and First Financial Bank regarding the District's prior decision to authorize the Resolution set forth in **Exhibit "A-1"** that renewed the District's Line of Credit and Certificate of Deposit ("CD") at First Financial Bank ("Bank") effective May 1, 2024 in the amount of \$8,200,000.00. Attorney Oxford then turned over the discussion to the District's CPA who explained that after the line of credit was paid in full by the end of the week, it may be better to not renew the CD and Line of Credit because they are no longer necessary, and it would be more beneficial to the District if the District were able to invest the funds from the CD into an account that earned more interest. As such, Attorney Oxford presented the Board with a draft Resolution that rescinded the Board's prior action to renew the CD and Line of Credit and then terminate the CD and Line of Credit. (See **Exhibit "A-1"**). After some discussion, the Board welcomed Mrs. Vidal's suggestion and agreed to terminate the CD and Line of Credit at the Bank.

As such, a motion was made by Director Stramecki to terminate the CD and Line of Credit as provided for in **Exhibit A-1**. This motion was seconded by Director Way, and unanimously approved by all the Board members present.

6. Discuss and take-action, if necessary, on approving IGT for QIPP Year 8.

Next, President Murrell asked the Board to approve the Intergovernmental Transfer on behalf of the District's nursing facilities for Year 8, Quality Incentive Payment Program ("QIPP"). Attorney Oxford explained that the exact numbers have not been release yet but due to the District's increased participation in the QIPP program, its IGT is going to increase substantially and recommended approval of up to \$35,000,000.00 for the June 2024 IGT. However, Attorney Oxford explained that the actual IGT would be closer to \$30,000,000.00 but asked for additional authority in the event that there was any unexpected overage.

In response, a motion was made by Director Stramecki to authorize staff to initiate an IGT of up to \$35,000,000.00 on behalf of the District's nursing facilities for the QIPP, Year 8, June 2024 IGT. This motion was seconded by Director Way and unanimously approved by all the Board members.

7. Discuss and take-action, if necessary, on amending the student loan policy

Lastly, President Murrell called on Attorney to discuss the proposed Fourth Amended and Restated Student Loan Assistance policy (“Loan Assistance Policy”). (See **Exhibit “B”**). According to Attorney Oxford, he had been assisting Director Way, who had been urging for a change in the Loan Assistance Policy so as to make the recipients of any funding more responsive and obligated to stay within the District and to continue providing healthcare to the District’s indigent population and residents. Consequently, Director Way advised that he had been discussing the Loan Assistance Policy with others in the local healthcare community and he recommended that: (i) the District provide a ceiling on the amount of assistance it provided; (ii) that the payments be made on the anniversary of the approval by the Board of the assistance; and (iii) the payout of the financial assistance be made over a three (3) year period. Consequently, Attorney Oxford advised that he had researched some policies and suggested a tier system whereas: (i) physicians could qualify for \$180,000.00 in financial assistance; (ii) nurse practitioners and physician assistants could qualify for up to \$90,000.00 in assistance; and (iii) nurses could qualify for up to \$50,000.00. In addition, Attorney Oxford suggested that those already utilizing policy be grandfathered and that the District remove provisions for part-time and volunteers. Regarding the elimination of part-time and volunteers as qualifying healthcare providers within the Program, staff, was directed to reach out to the Winnie Stowell Volunteer Emergency Medical Services management to collaborate on a potential program to assist with training.

Upon the conclusion of the discussion, a motion was made by Director Stramecki to adopt a Fourth Amended and Restated Student Loan Assistance Policy that, among other things: (i) established a ceiling for financial assistance of up to \$180,000.00 for physicians, \$90,000.00 for nurse practitioners and physician assistants, and \$50,000.00 for nursing; (ii) payment shall over a three year period; (iii) the actual payments shall be made one year following the anniversary of the award of assistance; (iv) Fourth Amendment does not apply to existing recipients; and (v) the Loan Assistance Policy was only available to full time health care providers withing the District. This motion was seconded by Director Way and unanimously approved by all the Board members present.

Thereafter, President Murrell then called for any other such matters before the Board. There being none, the President Murrell confirmed the next Regular Meeting was scheduled for May 15, 2024 at 6:00 p.m. A motion was then made by Director Stramecki at 9:30 a.m. to adjourn the meeting. This motion was seconded by Director Way and unanimously approved by all the Board members present.

Edward Murrell, President

Anthony Stramecki, Vice-President

EXHIBIT “F-1”

Winnie-Stowell Hospital District

Balance Sheet

As of April 30, 2024

05/14/24

Accrual Basis

	<u>Apr 30, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
100 Prosperity Bank -Checking	357,957.85
102 First Financial Bank	
102b FFB #4846 DACA	4,387,755.29
102c FFB #7190 Money Market	<u>13,418,586.72</u>
Total 102 First Financial Bank	17,806,342.01
105 TexStar	743,367.92
108 Nursing Home Banks Combined	<u>4,017,155.85</u>
Total Checking/Savings	22,924,823.63
Other Current Assets	
110 Sales Tax Receivable	82,150.65
114 Accounts Receivable NH	58,870,048.66
115 Hosp Uncomp Care Receivable	1,381,169.23
116 - A/R CHOW - LOC	8,231,220.11
117 NH - QIPP Prog Receivable	9,085,319.05
118 Prepaid Expense	1,000.00
119 Prepaid IGT	<u>10,667,984.05</u>
Total Other Current Assets	88,318,891.75
Total Current Assets	111,243,715.38
Fixed Assets	
120 Equipment	140,654.96
121 Office Building	129,483.00
122 Highway 124 Property	1,197,231.85
123 Highway 124 Building	757,595.48
125 Accumulated Depreciation	<u>-154,033.64</u>
Total Fixed Assets	2,070,931.65
Other Assets	
118.01 Prepaid NH Fees	<u>11,475.00</u>
Total Other Assets	11,475.00
TOTAL ASSETS	<u><u>113,326,122.03</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
190 NH Payables Combined	4,048,140.26
201 NHP Accounts Payable	6,901,846.20
206 FFB Loan (11 Mth) (24)	15,421,032.78
235 Payroll Liabilities	3,593.71
240 Accounts Payable NH Oper.	<u>56,481,273.20</u>
Total Other Current Liabilities	82,855,886.15
Total Current Liabilities	<u>82,855,886.15</u>
Total Liabilities	82,855,886.15

Winnie-Stowell Hospital District

Balance Sheet

As of April 30, 2024

	<u>Apr 30, 24</u>
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	218,593.70
	<hr/>
Total Equity	30,470,235.88
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TOTAL LIABILITIES & EQUITY	113,326,122.03
	<hr/> <hr/>

Winnie-Stowell Hospital District
Profit & Loss Budget vs. Actual
January through April 2024

	Jan - Apr 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400 Sales Tax Revenue	270,436.51	850,000.00	-579,563.49	31.8%
405 Investment Income	402,483.92	150,000.00	252,483.92	268.3%
407 Rental Income	14,000.00	42,000.00	-28,000.00	33.3%
409 Tobacco Settlement	16,772.64	15,000.00	1,772.64	111.8%
415 Nursing Home - QIPP Program	22,108,030.32	93,098,874.94	-70,990,844.62	23.7%
Total Income	22,811,723.39	94,155,874.94	-71,344,151.55	24.2%
Gross Profit	22,811,723.39	94,155,874.94	-71,344,151.55	24.2%
Expense				
500 Admin				
501 Admin-Administrative Salary	41,370.68	105,000.00	-63,629.32	39.4%
502 Admin-Administrative Assnt	7,890.00	35,000.00	-27,110.00	22.5%
503 Admin - Staff Incentive Pay	0.00	4,000.00	-4,000.00	0.0%
504 Admin-Administrative PR Tax	5,314.09	16,800.00	-11,485.91	31.6%
505 Admin-Board Bonds	0.00	250.00	-250.00	0.0%
515 Admin-Bank Service Charges	888.40	1,400.00	-511.60	63.5%
521 Professional Fees - Accntng	3,885.00	11,000.00	-7,115.00	35.3%
522 Professional Fees - Audit	0.00	30,000.00	-30,000.00	0.0%
523 Professional Fees - Legal	44,062.48	75,000.00	-30,937.52	58.7%
550 Admin-D&O / Liability Ins.	25,123.45	16,000.00	9,123.45	157.0%
560 Admin-Cont Ed, Travel	0.00	5,250.00	-5,250.00	0.0%
562 Admin-Travel&Mileage Reimb.	283.49	2,500.00	-2,216.51	11.3%
569 Admin-Meals	605.27	1,500.00	-894.73	40.4%
570 Admin-District/County Prom	0.00	5,000.00	-5,000.00	0.0%
571 Admin-Office Supp. & Exp.	7,703.64	10,000.00	-2,296.36	77.0%
572 Admin-Web Site	510.00	1,000.00	-490.00	51.0%
573 Admin-Copier Lease/Contract	1,284.79	3,000.00	-1,715.21	42.8%
575 Admin-Cell Phone Reimburse	852.27	1,800.00	-947.73	47.3%
576 Admin-Telephone/Internet	1,147.24	3,500.00	-2,352.76	32.8%
577 - Admin Dues	0.00	1,895.00	-1,895.00	0.0%
591 Admin-Notices & Fees	493.41	4,000.00	-3,506.59	12.3%
592 Admin Office Rent	1,360.00	4,080.00	-2,720.00	33.3%
593 Admin-Utilities	1,149.02	4,000.00	-2,850.98	28.7%
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	2,445.00	6,000.00	-3,555.00	40.8%
Total 500 Admin	146,368.23	352,575.00	-206,206.77	41.5%
600 - IC Healthcare Expenses				
601 IC Provider Expenses				
601.01a IC Pmt to Hosp-Indigent	129,639.71	435,700.00	-306,060.29	29.8%
601.01b IC Pmt to Coastal (Ind)	3,043.83	25,000.00	-21,956.17	12.2%
601.01c IC Pmt to Thompson	4,968.94	18,000.00	-13,031.06	27.6%
601.02 IC Pmt to UTMB	63,662.28	300,000.00	-236,337.72	21.2%
601.03 IC Special Programs				
601.03a Dental	7,780.40	24,000.00	-16,219.60	32.4%
601.03b IC Vision	1,040.00	1,500.00	-460.00	69.3%
601.04 IC-Non Hosp Cost-Other	2,597.45	35,000.00	-32,402.55	7.4%
601.05 IC - Chairty Care Prog	0.00	25,000.00	-25,000.00	0.0%
Total 601.03 IC Special Programs	11,417.85	85,500.00	-74,082.15	13.4%
Total 601 IC Provider Expenses	212,732.61	864,200.00	-651,467.39	24.6%
602 IC-WCH 1115 Waiver Prog	48,146.73	129,340.00	-81,193.27	37.2%
603 IC-Pharmaceutical Costs	20,768.81	56,650.00	-35,881.19	36.7%
605 IC-Office Supplies/Postage	307.44	2,000.00	-1,692.56	15.4%
611 IC-Indigent Care Dir Salary	11,679.98	45,000.00	-33,320.02	26.0%
612 IC-Payroll Taxes -Ind Care	51.00	5,125.00	-5,074.00	1.0%
613 IC-Contract Services	26,718.75	75,000.00	-48,281.25	35.6%
615 IC-Software	6,264.00	14,500.00	-8,236.00	43.2%
616 IC-Travel	15.33	600.00	-584.67	2.6%
617 Youth Programs				
617.01 Youth Counseling	1,530.00	25,000.00	-23,470.00	6.1%
617.02 Irlen Program	0.00	600.00	-600.00	0.0%
Total 617 Youth Programs	1,530.00	25,600.00	-24,070.00	6.0%
Total 600 - IC Healthcare Expenses	328,214.65	1,218,015.00	-889,800.35	26.9%

Winnie-Stowell Hospital District
Profit & Loss Budget vs. Actual
January through April 2024

	Jan - Apr 24	Budget	\$ Over Budget	% of Budget
620 WSHD - Grants				
620.01 WCH/RMC				
620.01b WCH/RMC - Other	32,650.00	300,000.00	-267,350.00	10.9%
Total 620.01 WCH/RMC	32,650.00	300,000.00	-267,350.00	10.9%
620.03 WSVEMS	75,813.25	152,774.40	-76,961.15	49.6%
620.05 East Chambers ISD	88,308.52	253,693.56	-165,385.04	34.8%
620.06 FQHC(Coastal)	374,950.42	1,001,803.00	-626,852.58	37.4%
620.07 Marcelous Williams	38,795.00	77,590.00	-38,795.00	50.0%
620.08 Future Grants	0.00	209,139.04	-209,139.04	0.0%
620.09 Admin-Cont Ed-Med Pers.	3,523.04	5,000.00	-1,476.96	70.5%
Total 620 WSHD - Grants	614,040.23	2,000,000.00	-1,385,959.77	30.7%
630 NH Program				
630 NH Program-Mgt Fees	8,408,171.30	34,887,661.12	-26,479,489.82	24.1%
631 NH Program-IGT	10,566,198.44	43,153,006.29	-32,586,807.85	24.5%
632 NH Program-Telehealth Fees	99,255.32	300,870.04	-201,614.72	33.0%
633 NH Program-Acctg Fees	34,965.00	85,000.00	-50,035.00	41.1%
634 NH Program-Legal Fees	118,147.37	350,000.00	-231,852.63	33.8%
635 NH Program-LTC Fees	1,596,000.00	4,938,000.00	-3,342,000.00	32.3%
637 NH Program-Interest Expense	652,153.81	3,043,548.33	-2,391,394.52	21.4%
638 NH Program-Loan/Bank Fees	215.00	655,734.76	-655,519.76	0.0%
639 NH Program-Appraisal	0.00	96,000.00	-96,000.00	0.0%
Total 630 NH Program	21,475,106.24	87,509,820.54	-66,034,714.30	24.5%
674 - Property Acquisition	29,400.34	2,200,000.00	-2,170,599.66	1.3%
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	22,593,129.69	93,332,815.54	-70,739,685.85	24.2%
Net Ordinary Income	218,593.70	823,059.40	-604,465.70	26.6%
Other Income/Expense				
Other Income				
416 Nursing Home Operations	119,150,516.68			
Total Other Income	119,150,516.68			
Other Expense				
640 Nursing Home Oper. Expenses	119,150,516.68			
Total Other Expense	119,150,516.68			
Net Other Income	0.00			
Net Income	218,593.70	823,059.40	-604,465.70	26.6%

Exhibit “F-2”

WSHD Treasurer's Report						
Reporting Date: Wednesday, May 15, 2024						
Pending Expenses		For	Amount	Funds Summary		Totals
Brookshire Brothers Pharm.	Indigent Care		\$4,930.63	Prosperity Operating (Unrestricted)		\$416,513.03
Coastal Gateway HC	Indigent Care		\$870.39	First Financial DACA (Unrestricted)		\$734,258.78
Indigent Healthcare Solutions	Inv# 77785		\$1,566.00	First Financial DACA (Restricted)		\$5,345,440.77
SP Bayside Dental	SP Program		\$910.00	First Financial Money Market		\$13,418,586.71
Cuba Therapy (Physio)	SP Program		\$108.00	TexStar (Restricted)		\$746,713.23
Dr. June Stansky (Optometrist)	SP Program		\$180.00	FFB CD Balance		\$0.00
Winne Family Dental	SP Program		\$2,311.80	Total District Funds		\$20,661,512.52
Thompson Outpatient	Indigent Care		\$1,320.19	Less First Financial (Restricted)		(\$5,345,440.77)
UTMB Family Group Practice	Indigent Care		\$9,211.63	Less TexStar Reserve Account		(\$746,713.23)
Wilcox Pharm.	Indigent Care		\$1,530.27	Less LOC Outstanding		\$0.00
Graciela Chavez	Inv# 965971		\$120.00	Less First Financial Money Market		\$0.00
Benckenstien & Oxford, L.L.P.	Inv# 51056		\$16,520.00	Less Committed Funds (See Total Commitment)		(\$1,169,786.99)
Felipe Ojeda	Inv# 1049		\$350.00	Cash Position (Less First Financial Restricted)		\$13,399,571.53
Coastal Gateway HC	Grant- (5 of 12 pmts)		\$83,483.58	Pending Expenses		(\$149,643.08)
US Department of Education	Grant B.Odom- Student Loan		\$720.62	Ending Balance (Cash Position-Pending Expenses)		\$13,249,928.45
Hall Render	Inv# 612500		\$3,641.72	*Total Funds (Ending Balance+LOC Outstanding+QIPP Funds Outstanding+Outstanding Chow Loans)		\$27,342,622.29
Hubert Oxford	Legal Retainer		\$1,000.00			
Nursing Facility Coordinator	Inv # 202404		\$3,020.00	Prior Month		
Patricia Ojeda (Consultant)	Inv# 51023		\$4,856.25	Prosperity Operating (Unrestricted)		\$600,626.33
Pillar Stone MB Chow Fees (half)	Inv#23111		\$3,622.00	First Financial (Unrestricted)		\$1,580,943.56
Technology Solutions	Inv# 1859		\$95.00	First Financial (Restricted)		\$2,969,146.31
Vidal Accounting	Inv# 00056		\$9,275.00	First Financial Money Market (Restricted)		\$9,364,151.41
				TexStar (Restricted)		\$746,713.23
				FFB CD Balance		\$8,200,000.00
				Total District Funds		\$23,461,580.84
				Less First Financial (Restricted)		(\$2,969,146.31)
				Less TexStar Reserve Account		(\$746,713.23)
				Less LOC Outstanding		(\$4,433,740.99)
				Less First Financial Money Market (Restricted)		\$0.00
				Less Committed Funds (See Total Commitment)		(\$1,250,037.70)
				Cash Position (Less First Financial Restricted)		\$18,495,683.60
				Pending Expenses		(\$185,406.34)
				Ending Balance (Cash Position-Pending Expenses)		\$18,310,277.26
				Total Funds (Ending Balance+LOC Outstanding+QIPP Funds Outstanding+Committed Funds)		\$30,819,710.70
Total Pending Expenses:			\$149,643.08			

Corrected	
	\$600,626.33
	\$1,580,943.56
	\$2,969,146.31
	\$9,364,151.41
	\$746,713.23
	\$8,200,000.00
	\$23,461,580.84
	(\$2,969,146.31)
	(\$746,713.23)
	(\$4,433,740.99)
	\$0.00
	(\$1,250,037.70)
	\$14,061,942.61
	(\$185,406.34)
	\$13,876,536.27
	\$26,385,969.71

First Financial Bank Reconciliations					
FFB Balance	\$6,079,699.55				
Restricted Funds		Total Scheduled Payment	Balance Received	Balance Due	Due to District
Gross Yr. 6 & 7, Component 1-IGT 12					
January (1st) - YR7		\$2,276,717.25	\$2,232,173.08	\$44,544.17	\$0.00
February (1st) - YR7		\$2,562,996.87	\$2,469,946.69	\$93,050.18	\$0.00
March (2nd) - YR7		\$2,551,801.60	\$1,673,751.94	\$878,049.66	\$0.00
Total Component 1, IGT 11	\$0.00	\$9,674,819.21	\$8,659,175.20	\$1,015,644.01	\$0.00
11 Month Set Aside (FFB)					
January (1st Half)		\$2,276,717.25	\$2,232,173.08	\$44,544.17	\$0.00
February (1st Half)		\$2,562,996.87	\$2,469,946.69	\$93,050.18	\$0.00
March (2nd Half)	\$1,673,751.94	\$2,551,801.60	\$1,673,751.94	\$878,049.66	\$0.00
Required to make minimum payment	\$896,420.19				
Total Loan Set Aside	\$2,570,172.13	\$9,674,819.21	\$8,659,175.20	\$1,015,644.01	\$0.00
Yr. 7, Component 2 (Public & Private)					
Q2-Comp. 2-December	\$437,233.15	\$624,618.79	\$624,618.79	\$0.00	\$187,385.64
Q2-Comp. 2-January	\$442,617.01	\$647,087.87	\$632,310.02	\$14,777.85	\$189,693.01
Q2-Comp. 2-February	\$503,958.52	\$747,321.08	\$719,940.74	\$27,380.34	\$215,982.22
Q3-Comp. 2-March	\$340,305.64	\$738,663.88	\$486,150.92	\$252,512.96	\$145,845.28
Total Component 2 due to MGRs.	\$1,724,114.33	\$2,757,691.62	\$2,463,020.47	\$294,671.15	\$738,906.14
Yr. 6, Component 3 (Public & Private)					
Yr. 7, Component 3 Q2 (Dec. to Feb.)	\$426,090.02	\$2,872,678.52	\$608,700.03	\$2,263,978.49	\$304,350.02
Total Component 3 due to MGRs	\$426,090.02	\$2,872,678.52	\$608,700.03	\$2,263,978.49	\$304,350.02
Yr. 6, Component 4 (Public Only)					
Yr. 7, Component 4 Q2 (Dec. to Feb.)	\$391,911.91	\$2,744,629.52	\$559,874.16	\$2,184,755.36	\$167,962.25
Total Component 4 due to MGRs	\$391,911.91	\$2,744,629.52	\$559,874.16	\$2,184,755.36	\$167,962.25
Yr. 6, Lapse Funds					
Yr. 7, Component Lapse Q2 (Dec. to Feb.)	\$207,745.31	\$1,447,097.43	\$296,779.01	\$1,150,318.42	\$89,033.70
Total Lapse Funds 4 due to MGRs	\$207,745.31	\$1,447,097.43	\$296,779.01	\$1,150,318.42	\$89,033.70
Variance Payments (Component 1, 2, 3, 4, and Lapsing Funds)					
Variance December	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Variance January	(\$19,011.37)	(\$82,143.06)	(\$27,159.10)	(\$54,983.96)	(\$8,147.73)
Variance February	(\$81,420.65)	(\$119,542.55)	(\$116,315.21)	(\$3,227.34)	(\$34,894.56)
Variance March	\$7,096.99	\$22,150.33	\$10,138.56	\$12,011.77	\$3,041.57
Variance Payment Totals	(\$93,335.03)	(\$179,535.28)	(\$133,335.75)	(\$46,199.53)	(\$40,000.73)
Non-QIPP Funds	\$118,742.10				
Restricted	\$5,345,440.77				
Unrestricted	\$734,258.78				
Total Funds	\$6,198,441.65				

Committed Funds			
Commitment	Total Initial Commitment	YTD Paid by District	Committed Balance
1. FQHC Grant Funding-2023	\$1,001,803.00	\$333,934.32	\$667,868.68
2. Coastal Marketing Grant	\$276,040.00	\$54,688.93	\$221,351.07
3. WSVEMS Grant	\$152,774.40	\$76,387.20	\$76,387.20
4. Marcelous Williams	\$77,590.00	\$38,795.00	\$38,795.00
5. East Chambers ISD	\$253,693.56	\$88,308.52	\$165,385.04
Total Commitments	\$1,761,900.96	\$592,113.97	\$1,169,786.99

Hospital - DY 8 Repayment			
	Amount Advanced by District	IC Repayment by RMC	Balance Owed by RMC
June 28, 2023	\$147,856.73		\$147,856.73
July 19, 2023	\$147,856.73		\$295,713.46
August 16, 2023	\$147,856.73		\$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	\$147,856.73	\$51,690.12	\$805,814.72
December 20, 2023	\$147,856.73	\$37,938.73	\$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	\$1,432,775.91
March 20, 2024	\$0.00	\$31,699.18	\$1,401,076.73
April 17, 2024	\$0.00	\$23,814.81	\$1,377,261.92
May 15, 2024	\$0.00	\$34,036.42	\$1,343,225.50
	\$1,626,424.00	\$283,198.50	\$1,343,225.50

CHOW Interim Working Capital Loan					
	Initial Advance Allowed	Total Amount Advanced	Advance Remaining	Amount Paid Back to Date	Amount Due to District
Gulf Coast (10 Months-Nov. 1, 2024)					
Gulf Coast - Clute	\$1,000,000.00	\$702,060.69	\$297,939.31	\$145,352.12	\$556,708.57
Gulf Coast - Creekside Village	\$1,000,000.00	\$559,082.57	\$440,917.43	\$147,316.07	\$411,766.50
Gulf Coast - Wells	\$1,000,000.00	\$681,911.77	\$318,088.23	\$325,981.30	\$355,930.47
Gulf Coast - Shepard	\$1,000,000.00	\$664,020.49	\$335,979.51	\$39,888.95	\$624,131.54
Balance Owed by Gulf Coast	\$4,000,000.00	\$2,607,075.52	\$1,392,924.48	\$658,538.44	\$1,948,537.08
Health Mark Group (10 Months-May 1, 2024)					
HMG - Treviso	\$1,500,000.00	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00
Balance Owed by Health Mark Group	\$1,500,000.00	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00
Senior Living Properties (SLP) (10 Months-Nov. 1, 2024)					
SLP - Coronado	\$1,000,000.00	\$1,392,141.72	(\$392,141.72)	\$0.00	\$1,392,141.72
SLP - Paris	\$1,000,000.00	\$742,933.17	\$257,066.83	\$0.00	\$742,933.17
SLP - Palestine	\$1,000,000.00	\$756,311.45	\$243,688.55	\$0.00	\$756,311.45
SLP - Overton	\$1,000,000.00	\$725,721.17	\$274,278.83	\$0.00	\$725,721.17
SLP - Seabreeze	\$1,000,000.00	\$1,533,530.35	(\$533,530.35)	\$0.00	\$1,533,530.35
Balance Owed by Senior Living Group	\$5,000,000.00	\$5,150,637.86	(\$150,637.86)	\$0.00	\$5,150,637.86
Caring (10 Months-Nov. 1, 2024)					
Caring - Oak Brook	\$1,000,000.00	\$581,972.99	\$418,027.01	\$117,504.00	\$464,468.99
Caring - Gracy Woods	\$1,000,000.00	\$726,914.84	\$273,085.16	\$37,602.92	\$689,311.92
Balance Owed by Caring	\$2,000,000.00	\$1,308,887.83	\$691,112.17	\$155,106.92	\$1,153,780.91
Pillarstone (10 Months-March 1, 2024)					
Pillarstone - Mont Belvieu	\$1,000,000.00	\$0.00	\$1,000,000.00	\$0.00	\$0.00
Balance Owed by Pillarstone	\$1,000,000.00	\$0.00	\$1,000,000.00	\$0.00	\$0.00
Total CHOW Loan Outstanding	\$13,500,000.00	\$10,566,601.21	\$2,933,398.79	\$813,645.36	\$9,752,955.85

First Financial Bank-11 Month Outstanding Short Term Revenue Note-Loan 24 (Acct #79067) (December 1, 2023-November 1, 2024) 2nd Half of Year 7					
Annual Interest Rate:	8.25%	Payments Per Year:	11	Origination Fee:	\$154,210.00
Years:	1	Amount:	\$15,421,032.78		
Amortization 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			(\$105,591.24)	(\$105,591.24)	\$15,421,032.78
4-March 31, 2024			(\$112,873.39)	(\$112,873.39)	\$15,421,032.78
5-April 30, 2024			(\$109,232.32)	(\$109,232.32)	\$15,421,032.78
6-May 31, 2024 (March, Comp. 1)	\$2,570,172.13	(\$2,570,172.13)	(\$109,232.32)	(\$2,679,404.45)	\$12,850,860.65
7-June 30, 2024 (April, Comp. 1)	\$2,570,172.13	(\$2,570,172.13)	(\$96,381.45)	(\$2,666,553.58)	\$10,280,688.52
8-July 31, 2024 (May, Comp. 1)	\$2,570,172.13	(\$2,570,172.13)	(\$77,105.16)	(\$2,647,277.29)	\$7,710,516.39
9-August 31, 2024 (June, Comp. 1)	\$2,570,172.13	(\$2,570,172.13)	(\$57,828.87)	(\$2,628,001.00)	\$5,140,344.26
10-September 30, 2024 (July, Comp. 1)	\$2,570,172.13	(\$2,570,172.13)	(\$38,552.58)	(\$2,608,724.71)	\$2,570,172.13
11-October 31, 2024 (August, Comp. 1)	\$2,570,172.13	(\$2,570,172.13)	(\$19,276.29)	(\$2,589,448.42)	\$0.00
Amount Paid	\$15,421,032.78	(\$15,421,032.78)	(\$951,820.41)	(\$16,372,853.19)	

IGT Buyout Loans					
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		
Total Outstanding	\$1,242,255.33	\$0.00	\$1,242,255.33		
District's Investments					
	Balance	Interest Paid	Reporting Period	Paid this Reporting Period	Interest Paid YTD
Money Market-First Financial Bank	\$13,418,586.71	4.00%	April 2024	\$30,716.98	\$122,382.73
Texstar C.D. #1110	\$746,713.23	5.3378%	April 2024	3,256.29	\$13,046.50
<p>TO THE BEST OF MY KNOWLEDGE, THESE FIGURES IN THE WSHD TREASURER'S REPORT AND SUPPORTING DOCUMENTS CORRECT AND IN COMPLIANCE WITH THE DISTRICT'S INVESTMENT POLICY.</p>					
<p>_____ Edward Murrell, President</p>			<p>_____ Robert "Bobby" Way Treasurer/Investment Officer</p>		
<p>Date: _____</p>			<p>Date: _____</p>		
<p>*Italics are Estimated amounts</p>					

Exhibit “F-3”

Winnie-Stowell Hospital District
Bank Accounts Register
As of April 18, 2024 to May 15,2024

Type	Date	Num	Name	Memo	Clr	Amount	Balance
100 Prosperity Bank -Checking							403,950.72
Check	04/18/2024	ACH	Specturm/Time Warner Cable	8260170290121119	X	(289.56)	403,661.16
Check	04/18/2024	4211	Hall Render Killian Heath & Ly...	INV# 610028	X	(8,627.55)	395,033.61
Deposit	04/18/2024		Tony's BBQ	Deposit, Processed	X	3,500.00	398,533.61
Check	04/19/2024	4212	Winnie Community Hospital, LLC	UC Reprt DY9 WCH	X	(13,105.15)	385,428.46
Check	04/24/2024	4213	Gulf Coast Generators	Deposit on Generator CG Location	X	(20,000.00)	365,428.46
Deposit	04/25/2024			ACH, Deposit, Processed	X	16,772.64	382,201.10
Check	04/29/2024	4214	Philadelphia Insurance Compa...		X	(14,315.00)	367,886.10
Liability C...	04/29/2024		QuickBooks Payroll Service	Created by Payroll Service on 04/26/2024	X	(8,163.48)	359,722.62
Check	04/29/2024		Prosperity Bank (CC)	ACH, Withdrawal, Processed	X	(1,424.87)	358,297.75
Paycheck	04/30/2024	DD1346	Walters, Reagan D	Direct Deposit	X		358,297.75
Paycheck	04/30/2024	DD1347	Norris, Sherrie	Direct Deposit	X		358,297.75
Paycheck	04/30/2024	DD1348	Carlo, Victoria M	Direct Deposit	X		358,297.75
Deposit	04/30/2024			Deposit, Processed	X	79.35	358,377.10
Check	04/30/2024		Texas Workforce Commission	ACH, Withdrawal, Processed	X	(419.25)	357,957.85
Check	05/03/2024	Pending	ECISD		X	(22,077.00)	335,880.85
Liability C...	05/14/2024		QuickBooks Payroll Service	Adjusted for voided paycheck(s)			335,880.85
Liability C...	05/14/2024		QuickBooks Payroll Service	Created by Payroll Service on 05/13/2024		(1,627.06)	334,253.79
Liability C...	05/14/2024		QuickBooks Payroll Service	Created by Payroll Service on 05/13/2024		(1,251.41)	333,002.38
Check	05/14/2024	4215	Brookshire Brothers	Batch 5.04.24		(4,930.63)	328,071.75
Check	05/14/2024	4216	Coastal Gateway Health Center	Batch 5.11.24		(870.39)	327,201.36
Check	05/14/2024	4217	Indigent Healthcare Solutions, ...	Inv # 77785		(1,566.00)	325,635.36
Check	05/14/2024	4218	Bayside Dental	Batch 5.08.24		(910.00)	324,725.36
Check	05/14/2024	4219	CABA Therapy Services dba Ph...	Batch 5.08.24		(108.00)	324,617.36
Check	05/14/2024	4220	Dr. June Stansky, Optometrist	Batch 5.08.24		(180.00)	324,437.36
Check	05/14/2024	4221	Winnie Family Dental	Batch 5.08.24		(2,311.80)	322,125.56
Check	05/14/2024	4222	Thompson Outpatient Clinic, LLC	Batch 5/11/24		(1,320.19)	320,805.37
Check	05/14/2024	4223	UTMB Faculty Group Practice	Batch 5/1/24		(9,211.63)	311,593.74
Check	05/14/2024	4224	Wilcox Pharmacy	Batch 5/3/24		(1,530.27)	310,063.47
Check	05/14/2024	4225	Graciela Chavez	April Office Cleaning		(120.00)	309,943.47
Check	05/14/2024	4226	Benckenstein & Oxford	Inv # 51056		(16,520.00)	293,423.47
Check	05/14/2024	4227	Felipe Ojeda	Inv# 1049		(350.00)	293,073.47
Check	05/14/2024	4228	Coastal Gateway Health Center	5 of 12 Payments		(83,483.58)	209,589.89
Check	05/14/2024	4229	Hall Render Killian Heath & Ly...	Inv# 612500		(3,641.72)	205,948.17
Check	05/14/2024	4230	Hubert Oxford	Retainer		(1,000.00)	204,948.17
Check	05/14/2024	4231	Curtis Scott Johnson	Nursing Facility Coordinator Inv# 202404		(3,020.00)	201,928.17
Check	05/14/2024	4232	Patricia Ojeda	Inv# 3005		(4,856.25)	197,071.92
Check	05/14/2024	4233	Mont Belvieu RHC LLC			(3,622.00)	193,449.92
Check	05/14/2024	4234	Technology Solutions of Texas, ...	Inv# 1859		(95.00)	193,354.92
Check	05/14/2024	4236	Makayla Vidal	Inv# 00056		(9,275.00)	184,079.92
Check	05/14/2024	4237	US Department of Education	Acct #177877792-1		(720.62)	183,359.30
Paycheck	05/15/2024	DD1349	Walters, Reagan D	VOID: Direct Deposit Payroll Service funds recovered	X		183,359.30
Paycheck	05/15/2024	DD1350	Carlo, Victoria M	Direct Deposit	X		183,359.30
Paycheck	05/15/2024	DD1351	Walters, Reagan D	Direct Deposit	X		183,359.30
Check	06/10/2024	Pending	ECISD		X	(22,077.13)	161,282.17
Check	06/13/2024	Pending	Riceland Medical Center	Service Charge	X	(340.00)	160,942.17
Total 100 Prosperity Bank -Checking						(243,008.55)	160,942.17
102 First Financial Bank							14,245,969.25
102b FFB #4846 DACA							4,881,817.83
Check	04/19/2024			Transfer to DDA Acct No. 1110214846-D	X	667,462.63	5,549,280.46
Check	04/22/2024			Transfer to DDA Acct No. 1110214846-D	X	65,700.00	5,614,980.46
Check	04/24/2024			Transfer to DDA Acct No. 1110214846-D	X	38,671.10	5,653,651.56
Deposit	04/30/2024			AchBatch Winnie Stowell CCD 3823101	X	39,888.95	5,693,540.51
Deposit	04/30/2024			AchBatch Winnie Stowell CCD 3825825	X	145,352.12	5,838,892.63
Deposit	04/30/2024			AchBatch Winnie Stowell CCD 3823093	X	147,316.07	5,986,208.70
Deposit	04/30/2024			AchBatch Winnie Stowell CCD 3823094	X	325,981.30	6,312,190.00
Check	04/30/2024			Transfer from XXX4846 to XXX9067: Conf #:21520427	X	(109,232.32)	6,202,957.68
Check	04/30/2024			Transfer from XXX4846 to XXX7635: Conf #:21520421	X	(1,815,202.39)	4,387,755.29
Total 102b FFB #4846 DACA						(494,062.54)	4,387,755.29
102c FFB #7190 Money Market							9,364,151.42
Check	04/24/2024			payoff loan 57759 per Michael Hunt & MaKayla Vidal	X	(4,449,603.93)	4,914,547.49
Deposit	04/25/2024			Deposit from CD Cert No. 1040007639	X	8,471,491.63	13,386,039.12
Deposit	04/30/2024			Interest	X	32,547.60	13,418,586.72
Total 102c FFB #7190 Money Market						4,054,435.30	13,418,586.72
Total 102 First Financial Bank						3,560,372.76	17,806,342.01
TOTAL						3,317,364.21	17,967,284.18

Exhibit “G”

	March			April			2024 Year to Date		
Indigent Clients:	Indigent Clients:	94		Indigent Clients:	91		Clients Enrolled:	Total Unduplicated 111	Average 96
Youth Counseling:	Youth Counseling:	7		Youth Counseling:	9		YC Enrolled:	9	7
Irlen Services:	Irlen Services:	0		Irlen Services:	0		IS Enrolled:	0	0
PROVIDER TOTALS	Billed Amount	Contracted Rate	Actually Paid	Billed Amount	Contracted Rate	Actually Paid	Billed Amount	Contracted Rate	Actually Paid
Pharmacy									
Brookshire Brothers Pharmacy Corp	\$5,607.29	\$5,607.29	\$5,607.29	\$5,289.84	\$4,930.63	\$4,930.63	\$17,206.93	\$16,525.77	\$16,525.77
Wilcox Pharmacy	\$1,373.23	\$1,373.23	\$1,373.23	\$1,539.37	\$1,530.27	\$1,530.27	\$7,086.86	\$7,077.76	\$7,077.76
ADJUSTMENTS-Refunds/Credits	Refund						YTD Refunds/Credits		\$0.00
Pharmacy Totals	\$6,980.52	\$6,980.52	\$6,980.52	\$6,829.21	\$6,460.90	\$6,460.90	\$24,293.79	\$23,603.53	\$23,603.53
Winnie Community Hospital									
WCH Clinic	\$3,759.00	\$1,643.32	\$1,643.32	\$2,517.00	\$1,291.18	\$1,291.18	\$14,774.00	\$6,399.14	\$6,399.14
WCH Observation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WCH ER	\$7,208.00	\$3,176.32	\$3,176.32	\$11,575.00	\$4,934.13	\$4,934.13	\$55,193.00	\$26,579.16	\$26,579.16
WCH Lab/Xray	\$25,155.00	\$15,093.00	\$15,093.00	\$16,137.00	\$9,682.20	\$9,682.20	\$66,403.00	\$39,841.80	\$39,841.80
WCH CT Scan	\$3,257.00	\$1,954.20	\$1,954.20	\$17,765.00	\$10,659.00	\$10,659.00	\$67,257.00	\$40,354.20	\$40,354.20
WCH Optional Services (Infusion)	\$0.00	\$0.00	\$0.00	\$537.00	\$92.82	\$92.82	\$537.00	\$92.82	\$92.82
WCH Xray (MRI)	\$19,255.00	\$819.02	\$819.02	\$3,851.00	\$187.11	\$187.11	\$31,399.00	\$1,441.31	\$1,441.31
WCH Lab/Xray Reading	\$1,571.00	\$203.15	\$203.15	\$2,283.00	\$302.58	\$302.58	\$8,452.00	\$10,610.40	\$10,610.40
WCH Inpatient	\$0.00	\$0.00	\$0.00	\$7,164.00	\$4,298.40	\$4,298.40	\$14,748.00	\$8,848.80	\$8,848.80
WCH Physical Therapy	\$0.00	\$0.00	\$0.00	\$2,713.00	\$1,627.80	\$1,627.80	\$2,713.00	\$1,627.80	\$1,627.80
WCH Ultrasound	\$1,543.00	\$925.80	\$925.80	\$1,602.00	\$961.20	\$961.20	\$5,548.00	\$3,328.80	\$3,328.80
WCH Totals	\$61,748.00	\$23,814.81	\$23,814.81	\$66,144.00	\$34,036.42	\$34,036.42	\$267,024.00	\$139,124.23	\$139,124.23
ADJUSTMENTS-Refunds/Credits	Credit Adjustment			Credit Adjustment			YTD Credit Adjustments		\$0.00
Balance on Contracted Amount (Lump Sum Payment of \$887,140.37)		\$782,052.56			\$748,016.14			\$748,016.14	
UTMB									
UTMB Physician Services	\$0.00	\$0.00	\$0.00	\$26,679.00	\$6,297.28	\$6,297.28	\$88,273.00	\$19,507.83	\$19,507.83
Barrier Reef (UTMB ER Physician)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,771.00	\$250.10	\$250.10
UTMB Anesthesia	\$0.00	\$0.00	\$0.00	\$5,146.00	\$2,869.28	\$2,869.28	\$13,296.00	\$7,012.40	\$7,012.40
UTMB In-Patient	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$193,641.06	\$15,597.61	\$15,597.61
UTMB Outpatient	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$229,974.64	\$28,779.03	\$28,779.03
UTMB Lab&Xray	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,871.00	\$1,564.86	\$1,564.86
CHARITY CARE @ UTMB	\$0.00	\$0.00	\$0.00	\$390.00	\$45.07	\$45.07	\$1,411.00	\$162.08	\$162.08
ADJUSTMENTS-Refunds/Credits				Refund			YTD Refunds/Credits		\$0.00
UTMB Totals	\$0.00	\$0.00	\$0.00	\$32,215.00	\$9,211.63	\$9,211.63	\$540,237.70	\$72,873.91	\$72,873.91
Local Community Clinics (601.04)									
Coastal Gateway Health Clinic	\$1,129.18	\$507.32	\$507.32	\$870.39	\$870.39	\$870.39	\$4,773.52	\$2,809.22	\$2,809.22
Physio Physical Therapy	\$1,170.00	\$444.63	\$444.63	\$260.00	\$108.00	\$108.00	\$3,252.00	\$1,301.87	\$1,301.87
Thompson Outpatient Clinic	\$4,291.00	\$1,021.20	\$1,021.20	\$5,535.00	\$1,320.19	\$1,320.19	\$20,236.00	\$4,949.56	\$4,949.56
Local Community Clinics	\$6,590.18	\$1,973.15	\$1,973.15	\$6,665.39	\$2,298.58	\$2,298.58	\$28,261.52	\$9,060.65	\$9,060.65
Non-Contracted Emergency Services (601.04)									
Non-Contract ER & In-Pt Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,467.25	\$0.00	\$0.00
Winnie-Stowell EMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Contract Services Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,467.25	\$0.00	\$0.00
Youth Counseling									
Benjamin Odom	\$340.00	\$340.00	\$340.00	\$0.00	\$0.00	\$0.00	\$1,275.00	\$1,275.00	\$1,275.00
Nicki Holtzman	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Youth Counseling Totals	\$340.00	\$340.00	\$340.00	\$0.00	\$0.00	\$0.00	\$1,275.00	\$1,275.00	\$1,275.00
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	\$4,413.97	\$1,537.40	\$1,537.40	\$11,428.81	\$3,221.80	\$3,221.80	\$28,938.66	\$10,322.20	\$10,322.20
Vision Services	\$210.00	\$210.00	\$210.00	\$180.00	\$180.00	\$180.00	\$1,000.00	\$1,000.00	\$1,000.00
Indigent Special Services Totals	\$4,623.97	\$1,747.40	\$1,747.40	\$11,608.81	\$3,401.80	\$3,401.80	\$29,938.66	\$11,322.20	\$11,322.20
Medical Supplies (601.04)									
Alliance Medical Supply (C-PAP)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$460.00	\$345.00	\$345.00
Medical Supplies Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$460.00	\$345.00	\$345.00
Grand Totals	\$80,282.67	\$34,855.88	\$34,855.88	\$123,462.41	\$55,409.33	\$55,409.33	\$903,957.92	\$257,604.52	\$257,604.52

Exhibit “H”

Chambers County East Side Van Monthly Report



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

VEHICLE #1		EAST SIDE VAN #1	
TOTAL MILES DRIVEN			6726
TOTAL HOURS DRIVEN			336.75
TOTAL EXPENSES FOR MONTH			\$1,874.60
FUEL COST			\$1,352.71
REPAIRS & MAINTENANCE COST	shocks for bus		\$521.89
MISC EXPENSES			
TOTAL RIDERS			59
TOTAL WSHD RIDERS			3
TOTAL TRIPS			140
TOTAL TRIPS FOR WSHD RIDERS			3

VEHICLE #2		EAST SIDE VAN #2	
TOTAL MILES DRIVEN			1543
TOTAL HOURS DRIVEN			81.75
TOTAL EXPENSES FOR MONTH			\$437.41
FUEL COST			\$356.67
REPAIRS & MAINTENANCE COST	oil change labor		\$80.74
MISC EXPENSES			
TOTAL RIDERS			16
TOTAL WSHD RIDERS			3
TOTAL TRIPS			21
TOTAL TRIPS FOR WSHD RIDERS			3

VEHICLE #3		RAV 4	
TOTAL MILES DRIVEN			2238
TOTAL HOURS DRIVEN			134.00
TOTAL EXPENSES FOR MONTH			\$446.10
FUEL COST			\$343.10
REPAIRS & MAINTENANCE COST	oil change, labor, wipers		\$103.00
MISC EXPENSES			
TOTAL RIDERS			19
TOTAL WSHD RIDERS			1
TOTAL TRIPS			51
TOTAL TRIPS FOR WSHD RIDERS			2

GRAND TOTALS	
MILES DRIVEN	10507
RIDERS	94
WSHD RIDERS	7
TRIPS	212
WSHD TRIPS	8
EXPENSES	\$2,758.11

Marcelous Williams March Report

Marcelous Williams Resource Center Winnie-Stowell Hospital District Report					
Year to Date Details for 2024	Jan-24	Feb-24	Mar-24	Apr-24	YTD DATE
YTD WSHD REFERRALS	0	3	0	1	4
YTD Indigent Care (Medical, Dental & Vision)	0	0	0	1	1
YTD Prescription Assistance	0	0	0	0	0
YTD Youth Counseling	0	0	0	0	0
YTD Navigating Resources for Clients	0	3	0	0	3
YTD OTHER REFERRALS	1	5	1	1	8
YTD Gift of Life	0	3	0	0	3
YTD Work in Texas (Texas Workforce Commission)	0	0	1	0	1
YTD Chambers County Indigent or OmniPoint FQHC	0	0	0	0	0
YTD Chambers County Indigent Dental	0	0	0	0	0
YTD Transportation	0	0	0	0	0
YTD Medical Services (Other Than Indigent)	0	0	0	1	1
YTD G.E.T.-C.A.P.	0	1	0	0	1
YTD Misc. MWRC Available Services	1	1	0	0	2
YTD APPLICATIONS INITIATED/PROCESSED	23	34	28	16	101
YTD WSHD Indigent Care	0	0	0	0	0
YTD Prescription Assistance	0	0	0	0	0
YTD Social Security	2	4	1	5	12
YTD Medicare Savings Program	0	1	0	1	2
YTD Medicaid	6	8	9	2	25
YTD Food Stamps	15	17	16	8	56
YTD Home Repair	0	4	2	0	6
YTD G.E.T.-C.A.P.	0	0	0	0	0
YTD CLIENTS SERVED	18	27	20	15	80
YTD WSHD Clients	18	26	20	15	79
YTD Chambers County Residents	0	0	0	0	0
YTD Other County Residents	0	1	0	0	1
YTD OFFICE SUPPLIES EXPENSES	\$841.17	\$497.78	\$714.84	\$442.06	\$2,495.85
YTD STAFFING EXPENSES	\$1,330.00	\$3,015.67	\$8,335.51	\$5,430.84	\$18,112.02
YTD GRANT AMOUNT SPENT OF TOTAL \$0.00	\$2,171.17	\$3,513.45	\$9,050.35	\$5,872.90	\$20,607.87
YTD GRANT BALANCE REMAINING OF	\$77,590.00	\$74,076.55	\$65,026.20	\$59,153.30	\$38,545.43
OUTREACH ACTIVITIES/EVENTS ATTENDED	0	0	0	0	0

Apr-24

MONTHLY REFERRALS & APPLICATIONS REPORT

CLIENT DETAILS						PROGRAM(S) APPLICATION(S) INITIATED					
DATE	REPEAT CLIENTS <small>Enter "R"</small>	Client Identifier <small>Client Name: Example: Smi,J OR For Repeat Clients: R</small>	Client Residency Data			WSHD Indigent Care	Medical Services (Other Than Indigent)	Social Security: Disability, SSI, Retirement	Medicare Savings Program	Medicaid	Food Stamps
			<small>Winnie Stowell Hosp Dist</small>	<small>Chambers County</small>	<small>Any Other County: ENTER COUNTY</small>						
4/1/2024	R	Mcl,C	X					X		X	
4/2/2024	R	Heb,T	X					X			
4/2/2024	R	Fig,S	X						X		
4/2/2024		Low,A	X				X			X	
4/3/2024	R	All,C	X							X	
4/9/2024		Mat,G	X					X			
4/16/2024	R	Mcl,C	X				X				
4/16/2024	R	Die,R	X							X	
4/18/2024	R	Phe,L	X			X	X				
4/18/2024		Gar,J	X								
4/22/2024	R	Gan,J	X							X	
4/23/2024		Gar,J	X		X		X				
4/25/2024		Mar,S	X							X	
4/25/2024		Bre,J	X							X	
4/26/2024	R	Pot,L	X							X	

OFFICE SUPPLY EXPENSES INCURRED

DATE	EXPENSE DESCRIPTION	\$ AMOUNT SPENT
4/1/2024	Administrative Costs	\$442.06
TOTAL OFFICE SUPPLY EXPENSE FOR THE MONTH		\$442.06

Winnie-Stowell Volunteer EMS Report Year 2024



Year to Date Details for 2024	Previous Year (2023) End	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	YTD DATE
CALL SUMMARY														
CALLS/TRANSPORTS REQUESTED	102	8	6	8	9	0	0	0	0	0	0	0	0	31
CALLS/TRANSPORTS MADE														
INSURED	60	5	5	6	6									22
SELF-PAY	17	0	0	1	2									3
TOTAL CALLS MADE	77	5	5	7	8	0	0	0	0	0	0	0	0	25
CALLS/TRANSPORTS DELAYED	3	0	0	0	0	0	0	0	0	0	0	0	0	0
TRANSPORTS NOT MADE	25	3	1	1	1	0	0	0	0	0	0	0	0	6
PERCENTAGE OF CALLS MADE	75%	62.5%	83.3%	87.5%	88.9%									80.6%
INVOICED/BILLED														
Insurance Billed during Month	\$79,777.63	\$5,857.23	\$5,233.94	\$9,916.63	\$3,277.65									\$24,285.45
Self-Pay Billed during the Month	\$29,969.41	\$0.00	\$0.00	\$856.34	\$0.00									\$856.34
Total	\$109,747.04	\$5,857.23	\$5,233.94	\$10,772.97	\$3,277.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,141.79
PAYMENTS RECEIVED														
Insurance Payments Rcvd during in the Month	\$31,939.70	\$1,482.31	\$1,022.13	\$479.31	\$0.00									\$2,983.75
Self-Pay Billed Rcvd during the Month	\$10,429.84	\$0.00	\$0.00	\$0.00	\$0.00									\$0.00
Total	\$42,369.54	\$1,482.31	\$1,022.13	\$479.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,983.75
ACCOUNTS RECEIVABLE-FUNDS OWED														
Owed by Insurance	\$21,466.99	\$2,551.20	\$3,194.13	\$8,958.87	\$3,278.65									\$17,982.85
Owed by Self-Pay	\$2,961.51	\$0.00	\$0.00	\$856.34	\$0.00									\$856.34
Total	\$24,428.50	\$2,551.20	\$3,194.13	\$9,815.21	\$3,278.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,839.19
STAFFING EXPENSES														
Total	\$120,580.00	\$12,418.14	\$12,052.90	\$12,939.91	\$12,522.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49,933.44

MONTHLY CALLS/TRANSPORTS REPORT

CALLS REQUESTED			CALL RESULTS			BILLING DETAILS		TIMELY BILLING	
DATE	PICK UP LOCATION	DROP OFF LOCATION	MADE: M	DELAYED: D	REASSIGNED: R	WSEMS Incident#	Billing Identifier	Billing Date	Days from DOS to Billed
4/3/2024	Riceland	St. Elizabeth	M			24-09836	2165	4/19/2024	16
4/6/2024	Riceland	St. Elizabeth	M			24-10209	2260	4/18/2024	12
4/8/2024	Riceland	Texas Children's The Medical Center	M			24-10341	2292	4/25/2024	17
4/13/2024	Riceland	St. Elizabeth	M			24-10972	2285	4/25/2024	12
4/16/2024	Riceland	UTMB Galveston (No medic)			R				N/A
4/18/2024	Riceland	HCA Pasadena	M			24-11498			Not Billed Yet
4/27/2024	Riceland	Hermann The Medical Center	M			24-12506			Not Billed Yet
4/30/2024	Riceland	Methodist Baytown	M			24-12749			Not Billed Yet
4/30/2024	Riceland	St. Elizabeth	M			24-12753			Not Billed Yet
TOTAL CALLS & RESULTS			9	0	1	AVERAGE DAYS TO BILL:			11

MONTHLY TRANSPORT AMBULANCE EMPLOYEE SCHEDULE & PAYROLL

DATE	EMPLOYEE NAME	SHIFT SCHEDULE	GRANT ALLOWED SALARY (SPR HR)	MAXIMUM HOURS	MAXIMUM PAY	HOURS WORKED	Not Staffed SURPLUS or (DEFICIT)	OVER-TIME HOURS	GRANT FUNDED PAYROLL AMOUNT	Maximum v. Actual SURPLUS or (DEFICIT)	ACTUAL SALARY (SPR HR)	ACTUAL PAYROLL AMOUNT	GRANT vs ACTUAL SURPLUS or (DEFICIT)
4/1/2024	Brad Eads	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$20.00	\$480.00	(\$62.58)
4/2/2024	Amanda Harpst	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$16.00	\$384.00	\$33.42
4/3/2024	Lori Peine	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$15.00	\$360.00	\$57.42
4/4/2024	Hunter Traweek	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$16.00	\$384.00	\$33.42
4/5/2024	Andrew Broussard	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$19.00	\$456.00	(\$38.58)
4/6/2024	Travis Delaerda	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$15.00	\$360.00	\$57.42
4/7/2024	Austin Isaacks	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$16.00	\$384.00	\$33.42
4/8/2024	Lori Peine	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$15.00	\$360.00	\$57.42
4/9/2024	Brad Eads	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$20.00	\$480.00	(\$62.58)
4/10/2024	Hunter Traweek	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$16.00	\$384.00	\$33.42
4/11/2024	Hayley Brandin	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$16.00	\$384.00	\$33.42
4/12/2024	Ruthann Broussard	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$17.00	\$408.00	\$9.42
4/13/2024	Austin Isaacks	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$16.00	\$384.00	\$33.42
4/14/2024	Kayla Blackwell (Callesto)	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$16.00	\$384.00	\$33.42
4/15/2024	Brad Eads	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$20.00	\$480.00	(\$62.58)
4/16/2024	Hunter Traweek	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$16.00	\$384.00	\$33.42
4/17/2024	Andrew Broussard	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$19.00	\$456.00	(\$38.58)
4/18/2024	Hayley Brandin	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$16.00	\$384.00	\$33.42
4/19/2024	Kayla Blackwell (Callesto)	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$16.00	\$384.00	\$33.42
4/20/2024	Lori Peine	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$16.00	\$384.00	\$33.42
4/21/2024	Austin Isaacks	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$16.00	\$384.00	\$33.42
4/22/2024	Brad Eads	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$20.00	\$480.00	(\$62.58)
4/23/2024	Ron Nichols	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$21.00	\$504.00	(\$86.58)
4/24/2024	Hayley Brandin	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$16.00	\$384.00	\$33.42
4/25/2024	Kayla Blackwell (Callesto)	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$16.00	\$384.00	\$33.42
4/26/2024	Nicole Treto	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$21.00	\$504.00	(\$86.58)
4/27/2024	Andrew Broussard	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$19.00	\$456.00	(\$38.58)
4/28/2024	Jennifer Hafford	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$20.00	\$480.00	(\$62.58)
4/29/2024	Joshua Wahleithner	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$30.00	\$720.00	(\$302.58)
4/30/2024	Brad Eads	7am - 7am	\$17.39	24	\$417.42	24	0.0	0	\$417.42	\$0.00	\$20.00	\$480.00	(\$62.58)
TOTAL SALARY EXPENSE FOR THE MONTH:			\$17.39	720.00	\$12,522.49	720.00	0.0	0	\$12,522.49	\$0.00	\$17.83	\$12,840.00	(\$317.51)

Exhibit “I”



Report to Winnie-Stowell Hospital District

May 15, 2024

Report prepared by: Kaley Smith, CEO; Coastal Gateway Health Center

- Generator Update. Deposit was provided to the installer, generator is in the process of being ordered. Received confirmation from Centerpoint that we should be receiving an onsite visit from a representative within the next week or so to walk the property and take down gas load data needed for install.
- The statistical report for April is attached.
- Our FY 2023 Audit should be complete any day now.
- We are planning to submit our HRSA Look Alike application by May 24th, this is about one month ahead of our timeline. We received word from our association (TACHC) that HRSA was planning to make updates in the online portal that is used to submit the application and encouraged those planning to submit to do so before June 21st.
- Agreements in preparation for HRSA site visit: Finalizing our formal laboratory and radiology agreements with Riceland. Entered into an agreement with Chambers Health for dental services. Once the lab and radiology agreements are signed we should be fully compliant with the contract section (Form 5a) for HRSA.
- Our enrollment to the Texas Vaccine for Children (TVFC) program was approved and we received our TVFC PIN number. We have a couple of steps (and onsite visits by the State) before we will receive our first shipment of vaccines, but we are track to have this complete by mid-to-late April. We are definitely on track to have vaccines for the start of the 2024-2025 school year.
- Upcoming Events/Activities
 - We will be participating again this year in the 2nd Annual Chambers County Back-to-School Bash on Saturday, July 20th. This is a community wide event with many vendors and agencies. We were asked to sit on the planning committee this year and joined representatives from the County, Riceland, and Chambers Health on the virtual call.
 - Mobile Mammo Day: August 20th.
 - Programming is still ongoing with Winnie Square once a month.
 - Teacher Appreciation activities with East Chambers ISD during the second week of May.
- Grants.
 - United Way of Greater Baytown and Chambers County FY 2024-2025 funding cycle—interview with the grant reviewers took place on Thursday, March 21st at 1:00 pm. Decisions on funding will be made in May/June.
- Enhanced Marketing Update:
 - 122 Google reviews, all are 5-stars.

Exhibit “J”

Facility ID	Operator	Facility Name	Febuary Metrics Met?				YTD Comp 1 Attainment					YTD Comp 2 Attainment				
			Comp 1	Comp 2: 4 Hrs	Comp 2: 8 Hrs	Comp 2: Staffing	Yes	Yes %	No	No %	Total	Yes	Yes %	No	No %	Total
5256	Regency	Spindletop Hill Nursing and Rehabilitation Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
5297	Regency	Hallettsville Rehabilitation & Nursing Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
5234	Regency	Monument Hill Rehabilitation & Nursing Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
5203	Regency	The Woodlands Healthcare Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
4154	Caring	Garrison Nursing Home & Rehabilitation Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
4376	Caring	Golden Villa	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
110098	Caring	Highland Park Care Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
4484	Caring	Marshall Manor Nursing & Rehabilitation Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
4730	Caring	Marshall Manor West	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
4798	Caring	Rose Haven Retreat	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
5182	Caring	The Villa at Texarkana	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
5166	Nexion	Oak Manor Nursing Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	19	90.5%	2	9.5%	21
5369	Gulf Coast	Oak Village Healthcare	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
5193	Gulf Coast	Corrigan LTC Nursing & Rehabilitation	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
4747	Gulf Coast	Parkview Manor Nursing & Rehabilitation	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
5154	Gulf Coast	Copperas Cove Nursing & Rehabilitation	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
5289	Gulf Coast	Winnie L Nursing & Rehabilitation	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
5240	Gulf Coast	Hemphill Care Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
5307	SLP	Oakland Manor Nursing Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
100790	HMG	Park Manor Conroe	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
4456	HMG	Park Manor Cyfair	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
101489	HMG	Park Manor Cypress Station	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
101633	HMG	Park Manor Humble	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
102417	HMG	Park Manor Quail Valley	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
102294	HMG	Park Manor Westchase	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
104661	HMG	Park Manor The Woodands	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
103191	HMG	Park Manor of Tomball	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
5400	HMG	Park Manor of Southbelt	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
104541	HMG	Deerbrook Skilled Nursing and Rehab	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
4286	HMG	Friendship Haven Healthcare & Rehab Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
5225	HMG	Willowbrook Nursing Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
106988	HMG	Accel at College Station	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
102375	HMG	Cimarron Place Health & Rehabilitation Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
106050	HMG	Silver Springs Health & Rehabilitation Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
4158	HMG	Red Oak Health and Rehabilitation Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
5255	HMG	Mission Nursing and Rehabilitation Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
4053	HMG	Stephenville Rehabilitation and Wellness Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
103743	HMG	Hewitt Nursing and Rehabilitation	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
103011	HMG	Stallings Court Nursing and Rehabilitation	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
104537	HMG	Pecan Bayou Nursing and Rehabilitation	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
5372	HMG	Holland Lake Rehabilitation and Wellness Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
5387	HMG	Stonagate Nursing and Rehabilitation	MET	NOT MET	NOT MET	MET	7	100.0%	0	0.0%	7	19	90.5%	2	9.5%	21
102993	HMG	Green Oaks Nursing and Rehabilitation	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
103223	HMG	Crowley Nursing and Rehabilitation	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
103435	HMG	Harbor Lakes Nursing and Rehabilitation Center	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
101157	HMG	Arbrook Plaza	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
106566	HMG	Forum Parkway Health & Rehabilitation	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
105966	HMG	Treviso Transitional Care	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
100806	HMG	Gulf Pointe Plaza	MET	MET	MET	MET	7	100.0%	0	0.0%	7	21	100.0%	0	0.0%	21
Total NSGO							343	100.0%	0	0.0%	343	1025	99.6%	4	0.4%	1029



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Vice President: Anthony Stramecki
Sect.: Jeff Rollo

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Treasurer: Bobby Way
Dir. Kacey Vratis

Scott Johnson, Nursing Facility Specialist
Winnie-Stowell Hospital District

The Villa at Texarkana
4920 Elizabeth St.
Texarkana, TX 75503

April 18, 2024

Facility Administrator: Lorraine Hayes

The Villa at Texarkana is licensed for 120 beds and its current census is 92. The facility has one resident in the hospital, five scheduled admissions, and four referrals. There are no discharges planned at this time. The facility has received many referrals from outside of the hospital. There have been several residents admitted for short-term respite stays.

The facility is still facing the same staffing challenges reported last month. It is working to fill some positions but continues to ensure appropriate coverage is maintained to properly care for the residents.

There have not been any visits from state surveyors this month. However, the facility submitted a self-report today regarding a resident-to-resident altercation. The issue was resolved and one of the residents moved to another room.

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.

Discussed The Villa at Texarkana's most recent QAPI meeting and focus areas. The facility saw positive trends in wounds, weight loss, and complaints. The facility is still working on recruitment and retention efforts. The facility plans staff meetings, and even has a guest speaker attending tomorrow's staff meeting. The speaker is a family member of a former resident who will share some of their experiences. This should be an informative meeting for the staff members.

There is no COVID in the facility at this time.

The spring fling to introduce and kick off the sensory room had a great turnout. Many people attended, and the facility is beginning to use the sensory room. A resident's family member

expressed sincere gratitude for the sensory room and the new ways the facility strives to care for the residents.

The facility's 'Make A Dream Come True' event was also successful. All staff and residents involved were happy and grateful for the unique experience extended to these residents.



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Winnie L LTC Partners Inc
2104 N. Karnes Ave.
Cameron, TX 76520

April 23, 2024

Facility Administrator: Dennis Horsch

Winnie L LTC is licensed for 105 beds and its current census is 44 residents. The facility has had several former residents returning as new admissions to the facility. There is also a brand new building in Rockdale, which is full and seemingly operating at its census capacity. This has resulted in Winnie L LTC receiving some of the overflow referrals of patients who are not able to admit at Rockdale. Census has been trending upwards, and the facility's marketer and regional are working hard to maintain the census development. The census budget at the facility is 49.

The facility has to utilize agency staffing once every other week or so to cover a 12-hour shift. Winnie L LTC is seeking a day-shift and a night-shift nurse.

State surveyors came to conduct the facility's annual fullbook survey on April 2. The facility has since received its 2567 and is working on its POC. The surveyor said they received 0 complaints from residents throughout the time they were in the facility conducting the annual survey.

The facility received 10-tags total including 5 D-tags, 3 E-tags, and 2 F-tags. There were no medication pass errors, and no weight loss or skin issues. The facility received an environmental tag due to missing white caps on toilet bowl bolts. It received another tag due to oxygen tubing being left on the floor. Another finding was related to RN coverage, which is a repeat tag with a right to correct and potential fine. Dietary food temps were good, residents were pleased with the meal service, and there were no problems reported with meal service. In the freezer, however, a food box was on the floor and another box wasn't labeled. The facility bought labelers and provided training to staff to improve the labeling process in the kitchen.

The facility has almost completed its POC and will submit it soon. Life safety surveyors have still not come yet for their portion of the annual survey.

Winnie L LTC has a 1-star overall rating. The facility has a 3-star rating in Health Inspections, a 1-star rating in Staffing, and a 1-star rating in Quality Measures.

The facility had a COVID outbreak a few weeks ago which has since been cleared and resolved. There is no COVID in the facility at this time. Discussed barrier precautions and enhanced PPE for residents.

There were no reported trends in grievances. Discussed the administrator's methods for problem resolution, customer service, and communication.



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Copperas Cove LTC Partners Inc
607 W. Avenue B
Copperas Cove, TX 76522

April 18, 2024

Facility Administrator: Nadeline Greene

Copperas Cove LTC is licensed for 124 beds and its current census is 70 with 5 skilled patients. The recent census growth has been the result of strong referrals and the marketer's visibility in the community. The facility has reached its skilled census budget of five.

Staffing efforts have been improving at the facility. Recruitment efforts are seeking one CMA, but there may be a candidate who will transfer to Copperas Cove LTC from a sister facility. The facility recently hired a dietary aide as well.

The facility submitted one self-report regarding a fall. The affected resident fell in the bathroom and ended up with some fractures. Despite the injury, the resident returned from the hospital to Copperas Cove LTC on the same day. State surveyors are in the facility today investigating this self-report.

There are also life safety surveyors at the facility today to complete its annual life safety survey. The surveyor left the building to take a break but will inspect the generator and likely exit upon return.

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.

QAPI meetings are in place and addressing focus areas. The facility is adding falls for review due to recent incidents. The PIP related to the missing resident will be closed since the state already came out and investigated that incident without any issue. There are no changes to ongoing PIPs at this time.

The facility requested funds to replace compressors. If approved, the administrator will begin scheduling the work for completion.



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Winnie-Stowell Hospital District

Forum Parkway Health & Rehabilitation

2112 Forum Parkway
Bedford, TX 76021

April 19, 2024

Facility Administrator: Dylan Gadberry

Forum Parkway Health & Rehabilitation is licensed for 139 beds and its current census is 94 with 28 skilled patients. The facility's census has been strong and even reached 96 residents recently. The facility encourages short-term patients to transition to long-term care where appropriate. The facility currently has four more LTC beds available on the LTC side. It is open to considering having LTC beds on the skilled side as needed. Discussed strategies regarding marketing and census composition.

The facility only has two open positions. It is recruiting one CNA and one CMA. The administrator is also reviewing the possibility of adding a new position and hiring an ABOM. This individual would assist with collections, and ensure billing is completed for transportation services.

The state entered the facility on Saturday in response to a P1. The facility is still waiting to receive the 2567, but a low-level dietary tag was recommended. The patient had been on a renal diet for a year but went to the hospital in February and returned on a regular diet. The RD didn't review the change, and therefore left their own recommendations to continue with renal diet.

Forum Parkway Health & Rehabilitation has a 4-star rating overall. 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 expects its star ratings to increase in overall and health inspections to 5-star and 4-star ratings respectively.

PIPs are ongoing and continue to monitor falls. The PIP for collections has improved significantly. AR has been decreasing and has collected over 100% of cash in March.

There have still been some grievances in dietary, but the facility has made some changes which have been welcomed.

The facility's new hydrocollator was delivered today. It also purchased an e-stem ultrasound machine which will be delivered soon. The facility will be looking to upgrade some furniture in the sitting areas next quarter.



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Treviso Transitional Care Center
1154 East Hawkins Parkway
Longview, TX 75605

April 30, 2024

Facility Administrator: Drew Gurley

Treviso Transitional Care Center is licensed for 140 beds and its current census is 64 with 11 skilled patients. The facility has six pending admissions at this time. Discussed recent marketing efforts and strategies to improve census.

The facility is working to be more involved with families and asking them to complete satisfaction surveys. These are to be completed 72-hours after a resident admits or discharges. Additionally, each Friday the ambassadors reach out to their families and ask them if they have any issues with the facility or their experience. The team is encouraging residents to leave reviews of their experience at the facility. Discussed methods of asking people to leave Google reviews.

Discussed the facility's efforts to strengthen staff morale. Staff appreciation and engagement activities are ongoing. The facility only has one CNA opening at this time, and all other positions are filled.

The state visited the facility three weeks ago to investigate a complaint. The state exited and all reasons for their visit were unsubstantiated. The facility submitted a self-report yesterday regarding an allegation of abuse.

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.

Discussed the facility's monthly QAPI meeting. Focus areas still include weights and POC documentation. Skins have been improving, but the facility will maintain its PIP until they are certain recent improvements are permanent advances in standards of care.

There is no COVID in the facility at this time.

The facility recently ordered 60 bedside tables. It plans to replace other pieces of furniture in the facility throughout the year.

There have been some grievances recently regarding meal service and food. The facility has been working with HCSG and a new dietary manager just started. The administrator will continue to monitor and work with the new manager to ensure meal service improves.



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Arbrook Plaza

401 West Arbrook Blvd.
Arlington, TX 76014

April 30, 2024

Facility Administrator: Jodi Scarbro

Arbrook Plaza is licensed for 120 beds and its current census is 95 with 28 skilled patients. Discussed the facility's marketing and business development efforts. Its medical director is also very involved in supporting census growth at Arbrook Plaza. The administrator is planning a physician dinner in June to serve as an opportunity to meet with the attending physicians and discuss how they can better support each other. The facility is 100% full on its LTC hall.

The facility has had some recent departures and is currently recruiting six CNAs and one CMA. The nursing team is completing background checks on candidates for the CMA and a CNA role. If all is clear and these two candidates are hired, the facility will be seeking only five CNAs. The former ADON is now the facility's DON, and the former RN weekend manager is the new ADON.

The state entered the facility last Thursday to investigate a self-report and a complaint. All reasons for investigation were unsubstantiated. The facility submitted one new self-report yesterday due to an allegation of verbal abuse. The alleged perpetrator was a nurse who was suspended pending investigation. Initial investigations are suggesting the issue was due to a misunderstanding due to a language barrier.

Arbrook Plaza has a 5-star rating overall. The facility has a 4-star rating in Health Inspections, a 2-star rating in Staffing, and a 5-star rating in Quality Measures.

Discussed Arbrook Plaza's recent QAPI meeting and areas of focus. The facility saw sufficient improvements regarding its pressure ulcer PIP which has now been closed. The team is trying to improve the methods for requesting and attaining physician signatures when needed.

The facility's Easter event was successful. Residents, family members, and visitors all enjoyed the activities and social environment.

There were no grievance trends reported this month. There are occasional complaints about the timing of therapy sessions, or the perception of whether or not they are occurring. The facility is working to ensure complete communication takes place to include what therapy services are, where they take place, and setting expectations with residents and family members.



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Gulf Pointe Plaza
1008 Enterprise Blvd.
Rockport, TX 78382

April 18, 2024

Facility Administrator: Michael Higgins

Gulf Pointe Plaza is licensed for 120 beds and its current census is 82 with 15 skilled patients. The facility's average daily census month-to-date in April is 81. The team is working on three pending admissions, two are waiting to be discharged from the hospital.

Staffing has been improving at Gulf Pointe Plaza. The team is seeking one day-shift and one evening-shift CNA. The facility has a social worker starting employment soon on April 22. The facility made some great hires and found good nurses. Discussed strategies and efforts resulting in recent hiring successes. The facility offered sign-on bonuses to new nurses. The new Zayzoon service is still in place and several staff are utilizing it.

The state visited the facility yesterday to investigate a complaint. The complaint and investigation were unsubstantiated. The facility submitted a self-report two weeks ago regarding a fall with injury. The team completed in-services for staff regarding abuse and neglect.

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.

The facility has continued to report improvements in its outcomes. Weights and falls have seen great improvements, but the PIPs addressing these topics will remain in place for another month to ensure the great results are maintained.

There is no COVID in the facility at this time.

The facility installed a new hot water heater.



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Silver Spring

1690 N. Treadaway Blvd.
Abilene, TX 75551

April 19, 2024

Facility Administrator: Jackie Lowe

Silver Spring is licensed for 120 beds and its current census is 66. The facility has three admissions planned today. It has been receiving several referrals for patients whose needs exceed the facility's capabilities and the hospital's census of patients is not always appropriate for Silver Spring. Discussed opportunities to evaluate admissions process and education and training opportunities for staff. The administrator shared the marketer's efforts and plans to communicate the facility's clinical capabilities with referral sources.

Staffing continues to run smoothly as all positions are filled at this time. The facility is looking to rearrange some scheduling patterns so there may be some adjustments after further review and evaluation.

A federal surveyor visited the facility to conduct a focus survey about dignity issues. These focus surveys are reportedly being completed by surveyors throughout the nation, and this visit was not in response to an incident at the facility. The federal surveyor inspected the facility and made some recommendations.

State surveyors also visited the facility to investigate a self-report and some complaints. All reasons for the visit and investigation were unsubstantiated. There are no new self-reports submitted at this time.

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

Discussed the facility's recent QAPI meeting and reported outcomes and focus areas. Pressure ulcers are at 2.8% and falls are at 14%, having increased slightly over the prior month. Weight loss is averaging between 5-6%. Discussed antipsychotic medication utilization in the facility. UTIs have remained at 0% for the last three months. Discussed the Silver Spring's successful outcomes with UTIs and its PIP addressing training, hydration, and resident dining processes.

The facility has also encouraged residents to eat meals in the dining room, which has improved hydration and weight management amongst residents. The PIP for staffing has been doing great as Q1 2024 only had 5% turnover.

There is no COVID in the facility at this time. A visitor brought some bed bugs into the facility, but everything has been treated and there are no more bed bugs.

Construction on the affected areas from the water damage earlier this year continues. The project is now waiting on flooring, counter tops, and then furniture. The painting is completed, and the facility is beginning to plan a reopening event.



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Red Oak Health and Rehabilitation Center

101 Reese Drive
Red Oak, TX 74154

April 22, 2024

Facility Administrator: Lee Richard

Red Oak Health and Rehabilitation Center is licensed for 144 beds and its current census is 108 with 7 skilled patients. The facility has worked hard to maintain its recent census growth while ensuring staff have all skills and education necessary to care for residents who are admitted to the facility.

The facility's open positions have increased to four CNA and four nurse openings. Discussed recruitment and retention strategies and best practices.

The state visited the facility at the end of March, and again last week. The state investigated a self-report and some complaints. On the state visit on March 28, the facility received a D-tag for failure to report and a G-tag for quality of care related to supervision. The administrator is submitting the POC today. The administrator participated in a joint training with Texas Health and Human Services due to the recent tag. The facility is ensuring ambassador rounds are in place as an added layer to ensure interventions are being checked daily.

The facility submitted a self-report for a fall with injury. The state already came and cleared this recent self-report in the investigation last week on April 16.

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.

Discussed Red Oak Health and Rehabilitation Center's recent QAPI meeting and areas of focus. Falls continue to be a major focus area. Discussed best practices and strategies to reduce the risk of falls in the facility.

There is no COVID in the facility at this time.

There are no new trends in grievances and meal service has been improving recently.



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Harbor Lakes Nursing and Rehabilitation Center

1300 2nd Street
Granbury, TX 76048

April 18, 2024

Facility Administrator: Calvin Crosby

Harbor Lakes Nursing and Rehabilitation Center is licensed for 142 beds and its current census will close today at 73 with 16 skilled patients. The facility has one discharge and two admissions planned today.

Staffing is still in great shape at the facility. The nursing team recently hired a CMA. There are no openings or staffing vacancies at this time.

The state did not make any visits to the facility this month. There are no new self-reports at this time.

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. Discussed the facility's star ratings and the efforts to maintain high quality standards. The administrator is planning to host a luncheon for staff members in appreciation for their dedication and commitment to providing great care.

Discussed the facility's most recent QAPI meeting and focus areas. Harbor Lakes Nursing and Rehab is planning on adding another physician to provide residents more choice of provider. The facility has previously received a tag due to this issue, and the administrator is ensuring the facility is in continued compliance.

The facility is also replacing privacy curtains to support resident dignity. This task involved replacing curtains in some rooms and installing curtains in a few new rooms that will become dually occupied.

The dietary department and meal service have been improving and complaints are less frequent. There have not been any dietary complaints in the last two weeks. No new PIPs were started in the last QAPI meeting, but the facility is going to start a new PIP to address falls.

There is no COVID in the facility at this time.

The facility has started its projects to improve groundwork on the premises, as well as installing a fish tank in the building.



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Cimarron Place Health & Rehabilitation

3801 Cimarron Blvd.
Corpus Christi, TX 78414

April 17, 2024

Facility Administrator: Jennifer Steele

Cimarron Place Health & Rehabilitation Center is licensed for 120 beds and its current census is 76 with 28 skilled patients. The facility is approaching its budget census of 81. The facility's preliminary financial report for March shows results above budget.

The facility is still struggling with staffing, primarily due to nine CNA openings. The facility also has two nurse positions open. All department heads are in place. The facility is offering a sign-on bonus of \$1500 for new staff members. The bonus will be paid over four payments in 90-day intervals until the completion of one full year of employment. The new sign-on bonuses are being advertised in indeed postings and through word of mouth. Staff members also get a \$500 referral bonus where applicable.

State surveyors visited the facility last Friday. The surveyors investigated nine self-reports and four complaints. Two of the complaints were related to some of the self-reports. The facility provided all the requested information and all reasons for investigation were unsubstantiated two days later. The facility does not have any self-reports outstanding or pending investigation at this time.

Cimarron 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.

Discussed the facility's recent QAPI meeting and current focus areas. RTA in March was 15%, which was a major improvement from 30% in February. Despite these improvements, the facility will continue to focus on RTA to further improve the rate. Discussed best practices and strategies to positively affect hospital readmissions.

WellMed will start sending a doctor and nurse practitioner to the facility next month to see their covered patients. The WellMed providers will round on their patients every week, usually

2-3 times a week. This added layer of support is expected to further improve RTA. The PIP for falls is ongoing.

The facility brought on a new transportation company to help residents have outings with the activity director each month. The facility is also working on improving weekend activities. There is an assistant who comes in on the weekends, but there are opportunities to improve the weekend activity offerings. The activity director is working on a plan to improve weekend activities and better utilize the weekend activity assistant.

There were some grievances reported last month about call light response issues. The administrator investigated and is reviewing staffing. The team has moved some staff around in the halls and changed mealtimes to make sure more support is leveraged through staff on each shift.

Provided quarterly training regarding fall prevention and management in nursing facilities. Discussed medical and environmental risk factors contributing to the risk of falling. Reviewed recommendations for effective risk management programs, assessments, and care planning to reduce the prevalence of falls. Discussed inclusion of interdisciplinary team members in fall risk management program. Shared resources for fall prevention and management and fall risk management evidence-based best practices.

The facility completes fall risk assessment at the time of admission for new residents. It also completes new assessments whenever a fall occurs. The leadership team discusses all incidents in its morning standup meeting. If any nurses have a fall on their shift, they start intervening immediately. The facility updates the resident care plans in morning meetings as well. It then evaluates continuously to ensure the right and most appropriate interventions are in place for each resident.



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Stonegate Nursing and Rehabilitation

4201 Stonegate Blvd.
Fort Worth, TX 76109

April 19, 2024

Facility Administrator: Kristi Blackwell

Stonegate Nursing and Rehabilitation is licensed for 134 beds and its current census is 81. The facility's admissions have been slow recently, but it is working with some individuals to admit under respite care.

Recruiting efforts recently filled all night-shift nurse openings, but three of the new staff members have already departed. The administrator stated some staff members were upset that the relief shift in the morning was arriving late which negatively impacted the night shift team. The facility held a staff meeting to discuss and address these issues.

There were no state visits this month. The administrator completed an IDR for the previous F-tag received due to NSHN reporting. The IDR was received, and the deficiency was entirely absolved. As part of the follow-up, the administrator included TMF and the head of NHSN on a call to discuss challenges. The administrator now has a go-to person in case there are future issues with NSHN reporting. There are no new self-reports at this time.

Stonegate Nursing and Rehabilitation has a 2-star rating overall. The facility has a 3-star rating in Health Inspections, a 1-star rating in Staffing, and a 4-star rating in Quality Measures. The facility's quality measures rating may increase to a 5-star rating soon.

The facility held its QAPI meeting today. The team is continuing to watch its quality measures. They are focusing on falls, weight loss, and RTA. It is also working to strengthen its admission process and recruitment and retention efforts.

There is no COVID in the facility at this time.

No trends in grievances were reported at this time. Meal and food service have been improving. The administrator received a grievance, and after drilling into the issue, the team

identified a charge nurse needing to direct care better. The facility has been working on consistency and accountability for following resident assignments.

Resident council was held yesterday, and department heads were invited to briefly attend to reintroduce themselves and discuss enhanced barrier precautions. The residents reportedly are very pleased with the new laundry manager, even giving her a standing ovation. The new laundry manager has been doing great.

Environmental services and maintenance are working on repairs and restorative maintenance in some of the LTC rooms showing wear and tear. The facility is working on a project to replace some carpet in the building. It is also requesting the purchase of new therapy equipment.



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Stephenville Rehabilitation and Wellness Center

2601 Northwest Loop
Stephenville, TX 76401

April 23, 2024

Facility Administrator: Jana Sanders

Stephenville Rehabilitation and Wellness Center is licensed for 122 beds and its current census is 83. Its average daily census month-to-date is 84. Discussed recent changes with marketing efforts resulting in recent census growth. The facility's marketer is making frequent visits to referring hospitals who have also had high censuses recently. The facility's strong star ratings have also been an effective marketing message to referral sources.

Staffing is being managed, but there are some vacancies at this time. The facility is seeking one nurse and five CNAs. It plans to start a new CNA training class soon and has begun interviewing candidates for the class. It has already identified two individuals who will be attending the class which is expected to start in May.

The state has not made any visits to the facility this month. There are no new self-reports at this time.

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. The facility's overall star rating should increase to a 5-star rating overall soon.

The facility held its QAPI meeting last week. Discussed focus areas and ongoing performance improvement plans for pressure ulcers and RTA. Also discussed enhanced barrier precautions and strategies. The facility has ten residents on enhanced barrier precautions at this time.

There are no current trends in grievances. All grievances are addressed immediately and discussed again in stand-up meetings. Any follow-up tasks are assigned in stand-up meetings to ensure all grievances are completely resolved.

There is no COVID in the facility at this time.

Discussed the activity department at Stephenville Rehabilitation and Wellness Center. The previous director quit without notice, and the administrator and other team members have been filling in to ensure activities are planned and ongoing. Recent events have included several outdoor activities and social events for the residents. The team has a new replacement for the activity director role who is expected to start employment next week.

The facility is updating the showers in the building. A non-slip layer is being installed in the showers to address slip hazards and prevent leaking. This project has been updating the showers on a different hall each week.

Provided quarterly training regarding fall prevention and management in nursing facilities. Discussed medical and environmental risk factors contributing to the risk of falling. Reviewed recommendations for effective risk management programs, assessments, and care planning to reduce the prevalence of falls. Discussed inclusion of interdisciplinary team members in fall risk management program. Shared resources for fall prevention and management and fall risk management evidence-based best practices.

The facility reviews falls and incident reports in stand-up meetings to ensure all departments are involved in addressing and resolving falls. The nursing team looks at new assessments in their routine clinical meetings. Fall risk assessments are completed upon admission, and then quarterly. Whenever falls occur, the facility focuses on identifying and addressing the root cause of the fall. It adjusts care plans immediately to reflect current plans and interventions for each resident.



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Pecan Bayou Nursing and Rehabilitation

2700 Memorial Park Drive
Brownwood, TX 76801

April 16, 2024

Facility Administrator: Josie Pebsworth

Pecan Bayou Nursing and Rehabilitation is licensed for 90 beds and its current census is 58 with 19 skilled patients. The facility has three planned admissions, one expected today and the others later this week. There is one planned discharge expected to return home on Friday, and a second without a set discharge date.

There are several CNA and nurse openings at this time. The facility is seeking three day-shift CNAs, and two night-shift CNAs, as well as a night-shift nurse and a PRN nurse. Pecan Bayou Nursing and Rehabilitation is also looking to hire a CNA instructor with the intent to start their own CNA training program. The facility is looking to hire a social worker as well.

There were no visits from state surveyors this month. The administrator reported there are no new self-reports at this time. The facility still has one outstanding self-report pending investigation due to a COVID outbreak from the beginning of this year.

Pecan Bayou Nursing and 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's QAPI meeting was earlier this month on the 10th. The team is working on improving RTA. Discussed acuity of patients admitted to the facility and opportunities to admit patients appropriate for the facility's level of care. The medical directors are great advocates for the facility and work hard to support the residents.

Grievances have been under control at the facility with some occasional ones related to meal service at breakfast. The facility is addressing these and monitoring for significant trends.

The facility is in a COVID outbreak at this time. There are presently eight residents and six staff members who are COVID positive. All care is being managed and those affected are doing well.

The facility received two new beds, and some overbed tables. It will be working on getting some 3-drawer nightstands, and 6-drawer dressers for resident rooms. The facility is also looking into purchasing a new stove for the kitchen.



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Mission Nursing and Rehabilitation Center

1013 S. Bryan Road
Mission, TX 78572

April 29, 2024

Facility Administrator: Daniel Rodriguez
Facility BOM: Sylvia Gonzalez

The facility's business office manager, Sylvia Gonzalez, provided the facility's update.

Mission Nursing and Rehabilitation Center is licensed for 170 beds and its current census is 99.

The facility is recruiting to fill several CNA openings. It is seeking four night-shift CNAs, and three evening-shift CNAs. There is also one ADON position open at this time.

There have not been any recent visits to the facility by the state. There have not been any new self-reports submitted.

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

Discussed Mission Nursing and Rehabilitation Center's recent QAPI meeting and ongoing performance improvement plans.

There is no COVID in the facility at this time.

Recent grievances have been addressed and resolved immediately. When concerns are brought forth, the issue is directed to the appropriate department and individuals to ensure the issue is completely resolved.

The activity director and payroll supervisor have started hosting a monthly employee appreciation event. These events started three months ago and have been effective at improving employee morale. This month's event was a nacho social, and the facility intends to continue hosting more employee appreciation events moving forward.



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Holland Lake Rehabilitation and Wellness Center

1201 Holland Lake Drive
Weatherford, TX 76086

April 18, 2024

Facility Administrator: Donna Tillman

Holland Lake Rehabilitation and Wellness Center is licensed for 120 beds and its current census is 82 with 26 skilled patients. The facility has had a strong census month and is exceeding its census budget of 79.

The facility is recruiting three CNAs and one wound care nurse. It has also made an offer of employment for a new ADON. The new ADON is expected to start in a few weeks. The facility's CNA class began, and it has two great students enrolled.

There have been no visits by state surveyors to the facility this month. The administrator has not submitted any new self-reports either.

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 administrator expects the facility's overall rating to increase to a 5-star rating soon.

Discussed the facility's QAPI meeting and focus areas. The team is continuing to work on falls and has recently seen some improvements. Discussed root causes of recent falls and efforts to mitigate falls. The facility has made falls a focus for staff and the increased attention to falls and fall risk are proving to have positive results with rates decreasing from 10% to 6%. The facility is also reviewing vaccination status and documentation. Vaccination review is part of the facility's 48-hour care plan.

The administrator and DON continue to host their monthly activity with the residents by holding an auction. There have been no trends in grievances, and all issues have been addressed.

Provided quarterly training regarding fall prevention and management in nursing facilities. Discussed medical and environmental risk factors contributing to the risk of falling. Reviewed recommendations for effective risk management programs, assessments, and care planning to reduce the prevalence of falls. Discussed inclusion of interdisciplinary team members in fall risk management program. Shared resources for fall prevention and management and fall risk management evidence-based best practices.

The facility ensures all required assessments are completed for each resident. In the morning meetings, the facility discusses incidents which occurred during the previous 24 hours. The team will also speak with nurses and aides to gather insight into any incidents. Discussed fall risk considerations and interventions including sundowning and furniture placement. The facility includes its frontline staff to ensure they are engaged in providing proper care and promoting a safe environment for the residents.



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Hewitt Nursing and Rehabilitation

8836 Mars Drive
Hewitt, TX 76643

April 17, 2024

Facility Administrator: Ben Falls

Hewitt Nursing and Rehabilitation is licensed for 140 beds and its current census is 74 with 19 skilled patients. The facility currently has 10 Medicaid pending residents. The facility is still moving forward with plans to work with Medicaid Done Right. This service will host an introductory meeting and training soon with the facility.

The facility's new DON is expected to start on April 23. There are some other staff members who will be taking on new roles in the facility. The wound care nurse has started to transition to become the new ADON. The facility has also identified a charge nurse who will become the new wound care nurse. The facility is seeking a 6AM-6PM charge nurse, and two 6PM-6AM nurses. All CNA positions are filled. The facility is also looking for a new maintenance director. It has a strong candidate who will be interviewed next week.

The state returned to clear the plan of correction from its recent fullbook survey. The facility was cleared and is in compliance. The facility has two self-reports which were submitted at the beginning of the month. One resident made an abuse allegation, and the second reportable was due to a fall with injury. The facility investigated these incidents, and completed in-servicing on abuse and neglect, fall prevention and appropriate interventions, as well as call light response time.

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.

Discussed the facility's recent QAPI meeting and reported seeing improvements in certain focus areas. An increase in long-stay depressive symptoms and behaviors were reported. The facility is reviewing its MDS coding to ensure everything is being captured correctly. The facility has a new PPS nurse who started this week. The new PPS nurse will be a big boon to support these efforts and clean up the MDS department. The administrator expects to see improvements soon.

Reported improvements include a reduction in falls and facility-acquired wounds. The facility is still working on POC documentation for CNAs. Its goal is 95% and it is currently at 92%. The new PPS nurse will help focus on POC documentation and will educate and follow-up with CNAs. The ADONs are starting to check POC documentation two hours prior to shift change to encourage staff members to complete charting before they depart at the end of their shifts. At the next mandatory all-staff meeting, the facility will do additional training and provide staff with education to understand how POC documentation affects levels of care provided and reimbursement.

The facility has two residents positive with COVID, but both are expected to be resolved soon. Both affected residents have been recovering well.

There were no out-of-the-ordinary grievances reported this month. The facility identified some opportunities with its meal service. There have been some inconsistencies with some of the cooks. The administrator also routinely checks trays during meal service.

The facility's 300-hall is ready for double occupancy with all beds and TVs now in place.

Hewitt Nursing and Rehabilitation will be part of the I-SNP program. A team will be visiting the facility on May 1st to offer in-servicing with the nursing staff. This program is geared toward LTC residents with the goal to reduce hospital readmissions. The program will bring in a separate NP to work with LTC patients in the facility. Staff will also receive further education and training to help identify changes in condition quickly in order to manage care better in the facility. This program is under a Medicare replacement policy and will be available for residents covered by this plan.

Provided quarterly training regarding fall prevention and management in nursing facilities. Discussed medical and environmental risk factors contributing to the risk of falling. Reviewed recommendations for effective risk management programs, assessments, and care planning to reduce the prevalence of falls. Discussed inclusion of interdisciplinary team members in fall risk management program. Shared resources for fall prevention and management and fall risk management evidence-based best practices.

The facility completes assessments on new residents within 24 hours of admission. It completes subsequent assessments whenever there is an occurrence of a new fall. The facility discusses environmental hazards in its monthly safety meetings. It is also rolling out a falling star program to give staff more queues to be aware of residents who are at risk of falling.



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Green Oaks Nursing and Rehabilitation

3033 Green Oaks Blvd.
Arlington, TX 76016

April 17, 2024

Facility Administrator: Jace Morris

Green Oaks Nursing & Rehabilitation is licensed for 142 beds and its current census is 83. The facility's census has been trending upwards and reached 86 recently. The census goal this month is to reach a census of 92. The facility has 11 open LTC beds and has four residents pending admission.

The facility's new DON is planned to start employment on May 1st. All other management positions are filled at this time. The facility is seeking a double weekend CMA. It is sufficiently staffed with CNAs for its current census level.

The state recently visited the facility to investigate two complaints. Both reasons for investigation were unsubstantiated. Discussed the complaints and challenges associated with them. The facility strives to meet all the needs of its residents and involves its ombudsman when appropriate for working through challenges with residents and family members.

Green Oaks Nursing & Rehabilitation has a 2-star rating overall. It has a 3-star rating in Health Inspections, a 1-star rating in Staffing, and a 4-star rating in Quality Measures.

The facility's next QAPI meeting is scheduled for tomorrow. It has performance improvement plans in place to monitor medication errors and pharmacy services. Discussed the facility's efforts to continue to check resident's allergies as part of this PIP. The facility also has a PIP for its dietary service due to complaints about food. It also started a new PIP to improve RTA as well. Discussed the facility's physician partners and their ideology and impact on RTA.

There is no COVID in the facility at this time. Discussed enhanced barrier precautions and standard precautions. The facility has eight residents on enhanced barrier precautions.

There continue to be some grievances related to meal service. The facility is working on some resolutions and addressing some of the cooks.

The therapy gym has had new lighting and flooring installed.

Provided quarterly training regarding fall prevention and management in nursing facilities. Discussed medical and environmental risk factors contributing to the risk of falling. Reviewed recommendations for effective risk management programs, assessments, and care planning to reduce the prevalence of falls. Discussed inclusion of interdisciplinary team members in fall risk management program. Shared resources for fall prevention and management and fall risk management evidence-based best practices.

The facility completes fall risk assessments and thorough clinical reviews of its residents upon admission and as needed throughout their stay.



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Winnie-Stowell Hospital District

Crowley Nursing and Rehabilitation

920 East FM 1187
Crowley, TX 76036

April 30, 2024

Facility Administrator: Joe Matlock

Crowley Nursing and Rehabilitation is licensed for 120 beds and its current census is 97 with 13 skilled patients. The facility has several referrals under review at this time.

Staffing continues to be running smoothly with no agency utilization at the facility. The administrator reports the facility's department head positions are filled and doing great in their roles.

The state has not visited the facility this month. The facility is in its fullbook window and is expecting surveyors to enter soon. There are no new self-reports reported at this time.

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.

Discussed the facility's recent QAPI meeting and performance improvement plans. Discussed falls in the facility and strategies for improving falls and fall risk. The facility has not had many falls with significant injuries.

There is no COVID in the facility at this time.

Discussed the facility's grievance process and recent grievances. All grievances have been addressed and there are no trends reported.

The facility is still working on the addition of the VR service to be used in its therapy department. The administrator has scheduled some meetings to further discuss and orient the service before implementation.

Reviewed the facility's activity department and efforts to provide stimulating and meaningful experiences for residents. The current activity director has 30 years of experience in the

industry and has worked at Crowley Nursing and Rehabilitation for 16 years. The activity program is running very well and is looking to further build up opportunities for residents to go on outings.

Some of the offices have old carpet flooring due for replacement. The facility is working on installing vinyl flooring in these areas.

Provided quarterly training regarding fall prevention and management in nursing facilities. Discussed medical and environmental risk factors contributing to the risk of falling. Reviewed recommendations for effective risk management programs, assessments, and care planning to reduce the prevalence of falls. Discussed inclusion of interdisciplinary team members in fall risk management program. Shared resources for fall prevention and management and fall risk management evidence-based best practices.

The facility completes a fall risk assessment within 24 hours of a new resident being admitted to the facility. It completes subsequent assessments with any occurrence of a fall. The team also holds a monthly fall meeting to discuss falls and trends. Residents with falls are referred to therapy.