

**NOTICE OF A REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
MONTGOMERY COUNTY HOSPITAL DISTRICT**

Notice is hereby given to all interested members of the public that the Board of Directors of Montgomery County Hospital District will hold a regular meeting as follows:

**Date:** April 25, 2023

**Time:** 4:00 P.M.

**Place:** MONTGOMERY COUNTY HOSPITAL DISTRICT  
ADMINISTRATIVE BUILDING  
1400 SOUTH LOOP 336 WEST  
CONROE, MONTGOMERY COUNTY, TEXAS 77304

Open to Public: The meeting will be open to the public at all times during which such subjects are discussed, considered, or formally acted upon as required by Texas Open Meetings Act, Chapter 551 of the Government Code.

This Notice in detail was posted at least 72 hours prior to the beginning of said meeting with the County Clerk's Office and is on the Bulletin Board of the Courthouse and in the District's Administrative Office.

**Subject:** The agenda for such meeting shall include the consideration of, and if deemed advisable, the taking of action upon:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Public Comment
6. Special Recognition

**Executive Session**

7. Convene into executive session pursuant to the Texas Open Meetings Act to deliberate in closed session on the following matters authorized under the Texas Open Meetings Act:
  - To discuss and take action if needed on real estate remodel of quarters at 19530 Keenan Cut-Off, Montgomery, Texas under Section 551.072 of the Texas government Code. (Ms. Whatley, Chairperson – MCHD Board)
  - To discuss and take action if needed on personnel issues under Section 551.074 of the Texas Government Code to discuss and act on employee adjustments. (Ms. Whatley, Chairperson – MCHD Board)
  - To confer with legal counsel for the District concerning present and potential litigation and other confidential legal matters including Public Health management issues under Section 551.071 of the Texas Government Code. (Ms. Whatley, Chairperson – MCHD Board)
8. Reconvene into open session and take action, if necessary, on matters discussed in closed executive session. (Ms. Whatley, Chairperson – MCHD Board)

**District**

9. Monthly Reports:
  - a. CEO Report to include executive summary, update on District operations, strategic plan,

capital purchases, employee issues and benefits, transition plans and other healthcare matters, and any other related district matters. Attached reports include:

- HR Quarterly Employee Turnover Report.
  - b. Chief of EMS Report to include updates on EMS staffing, performance measures, staff activities, patient concerns, transport destinations, emergency preparedness.
  - c. COO Report to include updates on facilities, radio system, supply chain, staff activities, community paramedicine, and IT.
  - d. Health Care Services Report to include regulatory update, outreach, eligibility, service, utilization, community education and clinical services.
  - e. Report on Billing and Fleet.
10. Consider and act on District policies. (Mr. Thor, Chair – Personnel Committee)
    - HR 25-315 Paid Quarantine Leave Policy
  11. Consider and act on Proclamation in support of National EMS Week, May 21-27, 2023. (Mr. Hudson, Chair – EMS Committee)
  12. Consider and act on the purchase of 2-4 Dodge 5500 chassis. (Mr. Spratt, Chair - PADCOM Committee)
  13. Consider and act on annual GIS services contract for CAD operations. (Mr. Spratt, Chair - PADCOM Committee)
  14. Consider and act on Magnolia tower lease amendment with The Montgomery County, Texas. (Mr. Spratt, Chair - PADCOM Committee)
  15. Consider and act on purchase of a Cummins Generator for Station 20. (Mr. Spratt, Chair - PADCOM Committee)
  16. Consider and act on ratification of contracts with additional network providers for indigent care. (Mrs. Wagner, Chair – Indigent Care Committee)
  17. Consider and act on revisions and modifications to Healthcare Assistance Program (HCAP) which is comprised of the Montgomery County Indigent Care Plan and the Medical Assistance Plan Handbooks (Mrs. Wagner, Chair-Indigent Care Committee).
  18. Consider and act on Healthcare Assistance Program claims from Non-Medicaid 1115 Waiver providers. (Mrs. Wagner, Chair-Indigent Care Committee)
  19. Consider and act on ratification of voluntary contributions for uncompensated care to the Medicaid 1115 Waiver program of Healthcare Assistance Program claims. (Mrs. Wagner, Chair – Indigent Care Committee)
  20. CFO report of preliminary financials for six months month ended March 31, 2023, and report updates on financial statements and investment.
  21. Presentation of Investment Report for the quarter ended March 31, 2023. (Mr. Grice, Treasurer – MCHD Board)
  22. Consider and act on engagement of auditor Weaver and Tidwell, LLP for audit to include if necessary a single audit. (Mr. Grice, Treasurer – MCHD Board)
  23. Consider and act on Banking and Investment Policy. (Mr. Grice, Treasurer – MCHD Board)
  24. Consider and act on ratification of payment of District invoices. (Mr. Grice, Treasurer – MCHD Board)
  25. Consider and act upon recommendation for amendment(s) to the budget for fiscal year ending September 30, 2023. (Mr. Grice, Treasurer - MCHD Board)
  26. Consider and act on salvage and surplus. (Mr. Grice, Treasurer – MCHD Board)
  27. Secretary’s Report – March 28, 2023 MCHD Regular BOD meeting and April 11, 2023 Special BOD meeting. (Mrs. Wagner, Secretary – MCHD Board)
  28. Adjourn.

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Sandy Wagner, Secretary

**The Board of Directors of the Montgomery County Hospital District reserves the right to adjourn into closed executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by Texas Government Code, Sections 551.071 (Consultation with District's Attorney); 551.072 (Deliberations about Real property); 551.073 (Deliberations about gifts and Donations); 551.074 (Personnel Matters); 551.076 (Deliberations about Security Devices); and 551.086 (Economic Development).**

# Agenda Item # 7



We Make a Difference!

**To:** Board of Directors

**From:** Randy Johnson, CEO

**Date:** April 25, 2023

**Re: Convene into Executive Session**

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Convene into executive session pursuant to the Texas Open Meetings Act to deliberate in closed session on the following matters authorized under the Texas Open Meetings Act:

- To confer with legal counsel for the District concerning present and potential litigation and other confidential legal matters including Public Health management issues under Section 551.071 of the Texas Government Code. (Ms. Whatley, Chairperson – MCHD Board)

# Agenda Item # 8



We Make a Difference!

**To:** Board of Directors

**From:** Randy Johnson, CEO

**Date:** April 25, 2023

**Re: **Reconvene from Executive Session****

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Reconvene into open session and take action, if necessary, on matters discussed in closed executive session. (Ms. Whatley, Chairperson – MCHD Board)

# Agenda Item # 9



We Make a Difference!

**To:** Board of Directors  
**From:** Randy Johnson, CEO  
**Date:** April 25, 2023  
**Re:** **Executive Summary and CEO Report**

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## ORGANIZATION EXECUTIVE SUMMARY:

### Fleet

- The third re-mount has been received from Frazer. The target date to receive the fourth re-mount is April 25<sup>th</sup>.
- We met with representatives from Frazer on April 12<sup>th</sup> to discuss the re-mount process and schedule, the availability of ambulance chassis, technology on ambulances, re-mounting vs purchasing new, and the possibility of a relationship beyond the current re-mounts.
- Frazer provided a quote and drawings, which are still being reviewed, based on requirements defined by the ambulance design team.

### Billing

- The Billing department collected a record \$2,144,304.08 in the month of March. This equates to a little over \$93,000 collected per work day.
- Collections for April as of the 19<sup>th</sup> are \$1,327,389.69 or a little over \$102,000 per work day.
- The cost report for the Ambulance Supplemental Payment Program was submitted timely. Reimbursement is expected in late September or early October.
- Billing is beginning to investigate new software by hosting two product demonstrations in April.

### IT

- The IT team has completed installing network firewalls into each departments drives. This effort will help limit the spreading of malware and ransomware from one department to another if there is outbreak.

### Radio/Facilities

- MCHD and Sabre Industries Telecom Services have both signed the agreement for the build of the 430-ft self-supported Lake Conroe/Montgomery Tower. The land for the Lake Conroe Tower in Montgomery is scheduled for clearing the first week of May. The materials to build the tower have been ordered. This leaves an open purchase order (PO) of \$1,789,603.73. Open POs will not show in MCHD financials until such time the materials have been receipted.

## HCAP

The National Average Drug Acquisition Cost (NADAC), which is the estimated wholesale price retail community pharmacies pay to drug wholesalers, has recently changed. New rates are based on Medicaid's Vendor Drug Program "Retail Acquisition Costs" rather than the old calculations based on Average Wholesale Price (AWP). While this change has substantially decreased many medication costs, our PBM (IPM) will enact an administration fee to offset the deficit they have incurred. This fee is yet to be determined. Despite this, HCAP expects to maintain a marginal decreased cost with the new NADAC pricing.

## EMS

- A deeper dive into our March 2023 call volume revealed this to be the 3<sup>rd</sup> busiest month in the last five years of data. In addition, for our 24-hour units, it is an average of 8 calls per unit/per day. Tracking, trending, and planning to prepare for continue growth in our call volume is a high priority for the team.
- In order to keep up with the speed of our expanding communities, MCHD is conducting successive hiring processes. The first round of hiring for EMTs is now complete, and 19 EMTs have agreed to work full-time. We are currently accepting applications for the second round of hiring Attendant Paramedics.
- The education team offered our staff several possibilities for training. In the past month, courses in Neonatal Resuscitation, Verbal Judo, PHTLS, AMLS, and CPR/PALS/ACLS have been made available. We have provided staff with the choice of LinkedIn Learning assignments in addition to the regular lectures to support their professional development and position them for advancement at MCHD.

## CEO REPORT

### Activities Noted this Month:

- Chief Seek is pleased to announce the promotion of District Chief Nick Smith to fill the Division Chief-Clinical Services position that Chief Seek vacated to become Assistant Chief, EMS. Chief Smith has a very good clinical background, is an excellent chief and medic, and has a background in computer science.
- MCHD celebrated 911 Telecommunicator's week during April.
- MCHD celebrated Public Health Week this month.
- Chief Campbell, Brett Allen, Melissa Miller, and I had lunch with Mr. Shirley to discuss future plans for MCHD and to answer any specific questions he may have after attending three board meetings. It was a very productive meeting.
- Chief Campbell, Brett Allen, Chief Seek, Wayde Sullivan, and I met with the Frazer management to discuss ambulance design, chassis availability, Frazer production capability, and to discuss plans that MCHD had for fleet replacement during the next four years. We discuss quality processes, and learned how the Frazer ambulance construction queing process functioned. We

also requested a more accurate project timeline on the current 12' Frazer remounts that are being produced this year. The meeting was very informative.

- We celebrated the highest billing collections month ever at MCHD! The billers collected over \$2 million in March! When I arrived in 2012, collecting \$1 million per month was very rare. The Billing department is doing an outstanding job!
- Chief Campbell, Melissa Miller, and I attended the new Caney Creek Fire Station opening. Recall that MCHD house medic 33 at that station. The station and the EMS quarters are very much improved over the quarters in the old station. The station is very nice and should fill our coverage needs in the area for the next forty years.
- Brett Allen attended a national governmental accounting conference last week.
- Chief Campbell, Captain Wells, Calvin Hon, and representatives from IT and Alarm attended the annual CAD conference.

#### Plans for the Coming Quarter:

- Conduct the Employee Engagement Survey in May.
- Continue to monitor actual Debit-Day staffing vs. budgeted staffing.
- Continue the ambulance remount process and complete the new ambulance design.
- Plan cost for stretcher replacement to correspond with the new ambulance project.
- FM 105 tower construction.
- Continued recruiting to fill open slots on the ambulances.
- Complete ambulance station expansion needs for FY '24 and '25.
- Complete and present the three year plan to the Board.





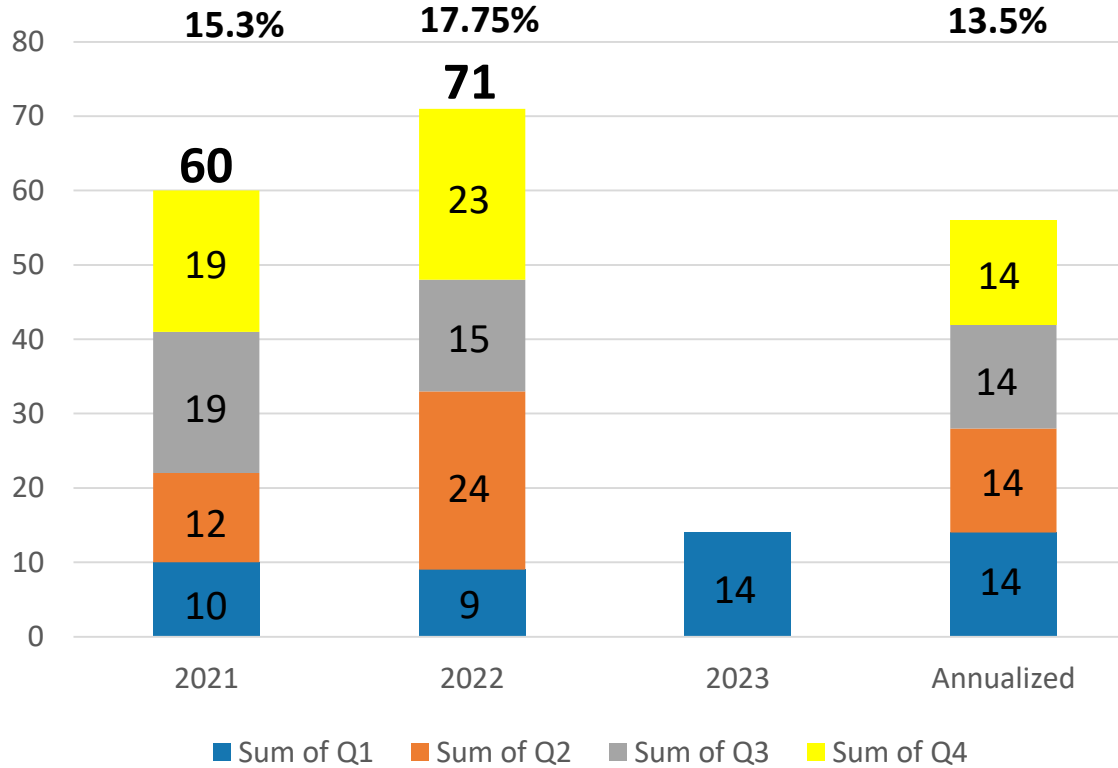
# Turnover Report

## 1/1/2023 – 3/31/2023

*Human Resources*  
*April 2023*

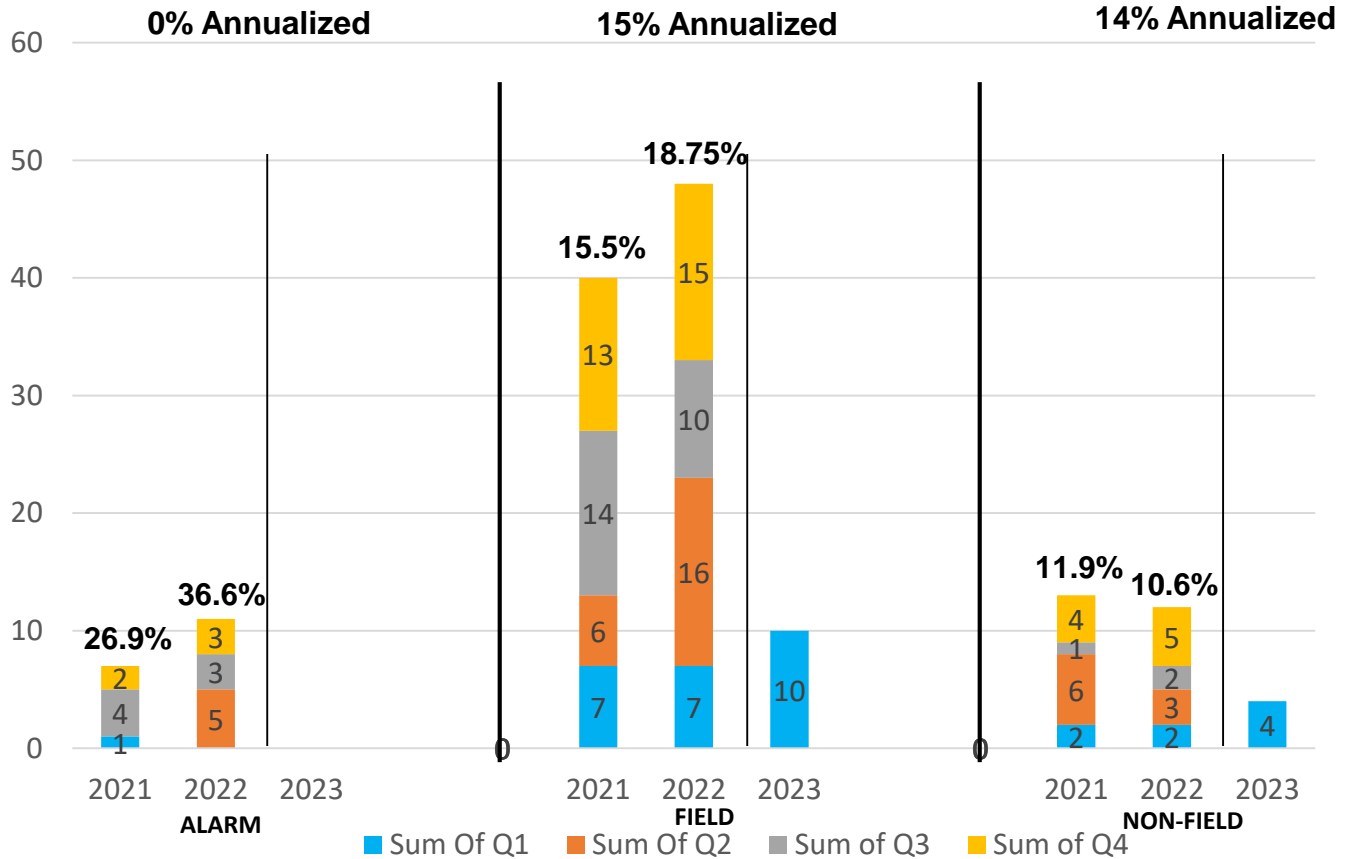


## 1/1 – 3/31 TURNOVER REPORT

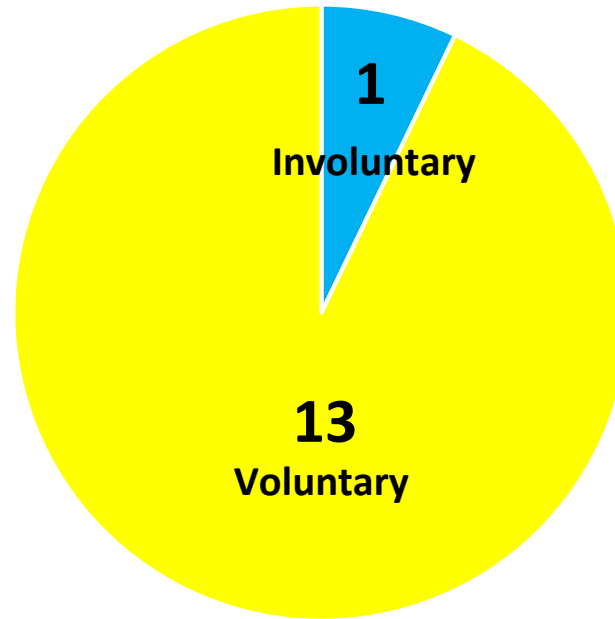




# 1/1 – 3/31 TURNOVER BY DEPARTMENT



1/1 – 3/31 Voluntary VS Involuntary Turnover





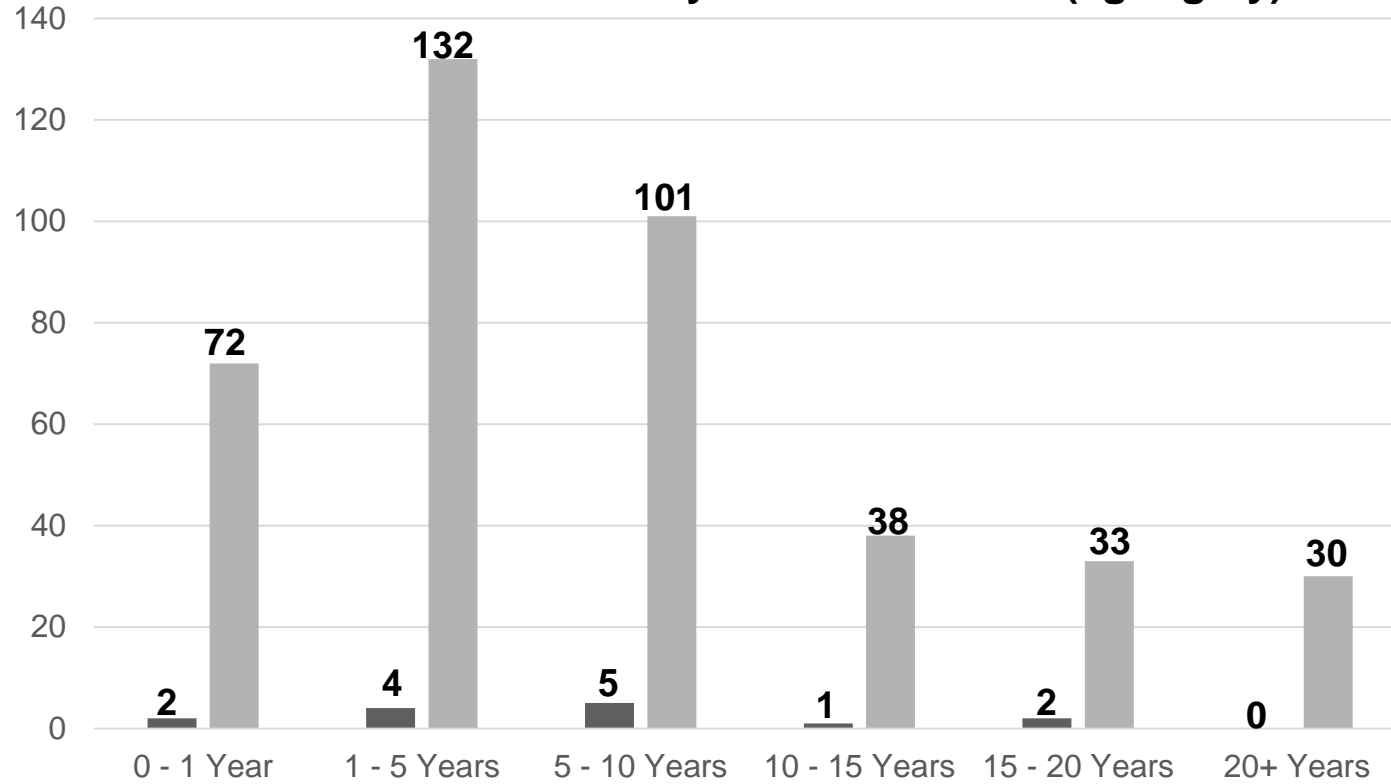
## Voluntary Reasons

January 1 – March 31, 2023  
13 Voluntarily left

- 4 Non Field & 2 Field – Took another job opportunity
- 1 Field – Retired
- 2 Field – Couldn't meet part time requirements
- 2 Field – Going back to school full time
- 1 Field – Personal Reasons
- 1 Field – The debit day schedule didn't work for her



## Current Turnover Workforce by Years of Service (dark gray) & Current Workforce by Years of Service (light gray)



# Agenda Item #9b



**To:** Board of Directors

**From:** James Campbell

**Date:** April 25, 2023

**RE:** EMS Division Report

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## Executive Summary

- Customer service scores for first quarter of 2023 rank MCHD 3rd compared to other similar EMS systems. There were 1,133 patient surveys returned between 1/1/2023 and 3/23/2023. Our average survey score was 94.43 and 84% of responses gave MCHD the highest rating of “very good.” In addition, our rolling 12-month score of 94.45 is a difference of 1.47 points higher than that national database score of 92.98.
- MCHD EMS responded to 7,253 calls and transported 4,166 patients in March 2023. That is an average of 233 responses per day resulting in an average of 134 patient transports per day.
- A deeper dive into our March 2023 call volume revealed this to be the 3<sup>rd</sup> busiest month in the last five years of data. In addition, for our 24-hour units, it is an average of 8 calls per unit/per day. Tracking, trending, and planning to prepare for continue growth in our call volume is a high priority for the team.
- Attached to this report is the Q1 MCHD EMS News Update. The focus of the update is explaining call volume and our future growth plans.
- Cpt. Wells lead a data driven meeting this month to review our response times. In short, we are able to take the updated 2020 U.S. census data and see where our county has grown in population. Population growth impacts our response time standards because response time standards are set by geography and population. This data will help us explain and justify future growth in our system as we look to add future ambulances and staffing next year.
- Below is a Special Event and CPR Update for Q1 2023
  - We have covered 96 events in total
  - Approximately 50% of the events are medical standby coverage for our Fire and Law Enforcement partners who need ambulances at their training events
  - We’ve taught 18 CPR classes to the community
  - We have issued 177 CPR cards from those classes
- Chief Campbell made two trips to the State Capitol to testify for both the Senate and House High Education Committees in support of SB1350 and HB683. If passed, this would allow certain college tuition exemptions for paramedics working for a political subdivision of Texas.
- Calvin Hon, Cpt. Wells, Shawn Trainer, and Chief Campbell attended the International CAD Consortium meeting this month. This meeting brings together different dispatch centers and vendors from across the country to review the pros and cons of their respective CADs. As we research which CAD will be best for MCHD, this was a valuable meeting to hear from different CAD users and vendors.
- We had a joint meeting with Harris County Emergency Corp (HCEC) to plan our agenda for our joint meeting in July. Our agenda for this leadership collaboration meeting will be to review best practices, share ideas, and review our employee engagement data.
- The Station 33 Grand Opening ceremony went well in Caney Creek. It was great to visit with members of the community, as we collectively celebrated our partnership and the new station. Station 33 has been on the upgrade list for a while, and we are thankful for our partnership with Caney Creek.

## **Department of Clinical Services, Operations, and Quality and Process Improvement**

- In order to keep up with the speed of our expanding communities, MCHD is conducting successive hiring processes. The first round of hiring for EMTs is now complete, and 19 EMTs have agreed to work full-time. We are currently accepting applications for the second round of hiring Attendant Paramedics.
- Congratulation to Chief Nick Smith on becoming the Clinical Division Chief. In the short time that Chief Smith has been in his new position, he has already made headway on a number of projects that will benefit the organization.
- In-Charge Update:
  - 2 promotions
  - 7 in phase 1
  - 1 in phase 2
  - 3 waiting for oral boards.
- We cannot thank Capt. Ayres and Capt. Culver enough for taking on the challenge of MedCom. Both have exited MedCom and returned to their shift bids. While they did a great job in MedCom the data is mixed and does not support keeping two Captain level providers in Alarm. We will closely watch hospital turnaround times and system levels to determine if there is an immediate need to bring back a fulltime MedCom Operator.
- We have on-boarded a new Resource Scheduler. Scheduling has a focus on providing excellent customer service to our medics. Some of the workflows have been redesigned with the medic experience in mind.
- The education team offered our staff several possibilities for training. In the past month, courses in Neonatal Resuscitation, Verbal Judo, PHTLS, AMLS, and CPR/PALS/ACLS have been made available. We have provided staff with the choice of LinkedIn Learning assignments in addition to the regular lectures to support their professional development and position them for advancement at MCHD.
- Bryan Perry, our First Responder Coordinator, will be leaving MCHD on April 23<sup>rd</sup>. Bryan has done a phenomenal job as FRO, and we wish him all the best in his next career. Chief Smith and Chief Seek are working on a timeline to fill the position in the coming weeks.

## **Safety and Emergency Management**

- This month, we attended another round of the Risk Management and Assessment courses. There are 2 more classes left for this 6 month program. The course is hosted by Homeland Security and NCS4 and instructed by TEEX and the University of So. Miss. The course is designed to increase the preparedness and response efforts of large mass gathering events.
- We have finalized the draft of the Exposure Control Guideline. This document is updated every 3 years. The major updates in this series include COVID practices and serial TB testing.
- We attended the After Action Conference for the Willis ISD fire. MCHD had an integral role in the reunification / student shelter. We learned a lot as an agency and county, in which we will build off these lessons for the future.
- We hosted the 2023-A tabletop exercise. The simulation helped prepare responders to manage large movements of people and will prepare us for our 2023-B drill.
- We finalized the CISM team applications and have confirmed team leadership. The team restructure will allow the CISM team to better prepare for the future and grow as needed.
- The Texas Children's Kangaroo Krew came and toured MCHD to learn Safety best practices for their agency. They said they recognize that MCHD leads the nation in safety practices and want to learn from our operations.
- We attended a Local Emergency Planning Committee meeting at the SJRA Dam and Water Conservation District and learned about SJRAs response to disasters and how they maintain water infrastructure in the county.
- We hosted a tabletop scenario for the In-Charge candidates. It is an excellent opportunity to allow the up-and-coming leaders to manage a MCI
- We attended a security and threat meeting at The Woodlands Township. These are monthly meetings that review threats and how we can mitigate risks.
- We provided medical and emergency management coverage for The Woodlands Waterway Art Festival. There were no major incidents and a handful of patient contacts.



- We have units in place this weekend for Championship Weekend. PGA and Ironman both are taking place in The Woodlands. These two events are a massive planning undertaking and we are excited to be moving forward. We have taken measures to ensure that there is no strain on the 911 system. We also have robust contingency measures in place if an event transitions to an incident.
- This month, all of the events in the county are bringing an estimated 250,000 spectators to the county. The Emergency Management Department is making it a priority that these events do not impact the 911 system. We are doing our best to ensure we have adequate resources for all of the visitors and residents of Montgomery County.

### **MCHD Alarm**

- We celebrated National Telecommunicator's Week, and the staff were appreciative of the recognition.
- We visited each of the other four PSAPs in the county (MCSO, CPD, Firecom, CISD PD) as well as ESD11, continuing to foster a great operational county-wide communications relationship.
- Chiefs Darst, Lindgren, & Cormack, Shift Leader Scott McCully, and CTO Kellie Gonzalez attended the IAED Navigator conference.
- Alarm is currently accepting applications for Alarm Medic I, with a start date in mid-June.
- Alarm is in the middle of a promotion process for Alarm Medic II (CTO).

### **EMS Committee Update**

- Our next meeting is scheduled for June 12, 2023 at 2pm.



# Dispatched Incident Review

## Last Month

3/1/2023 - 3/31/2023

Dispatched	
Incidents	5,877
Responses	7,253

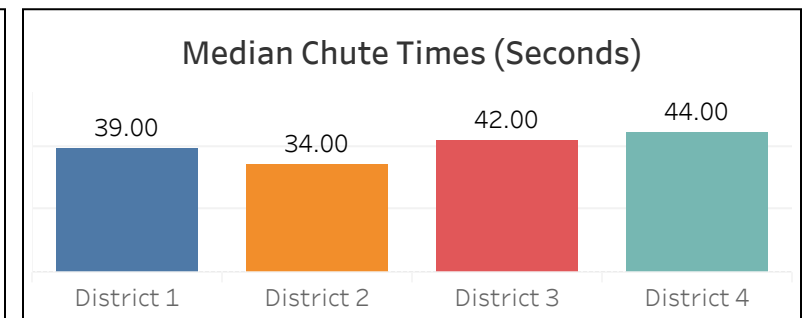
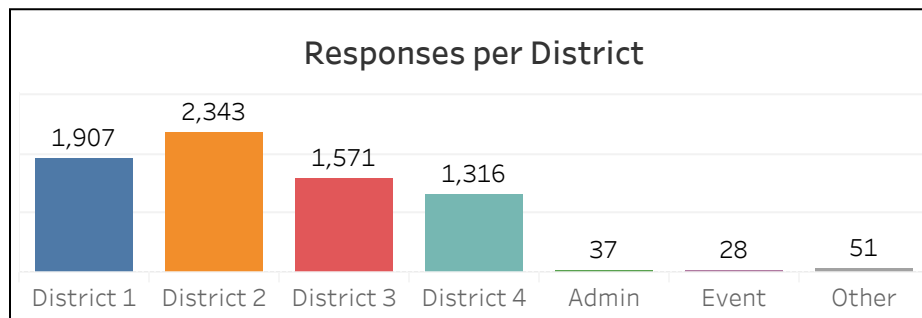
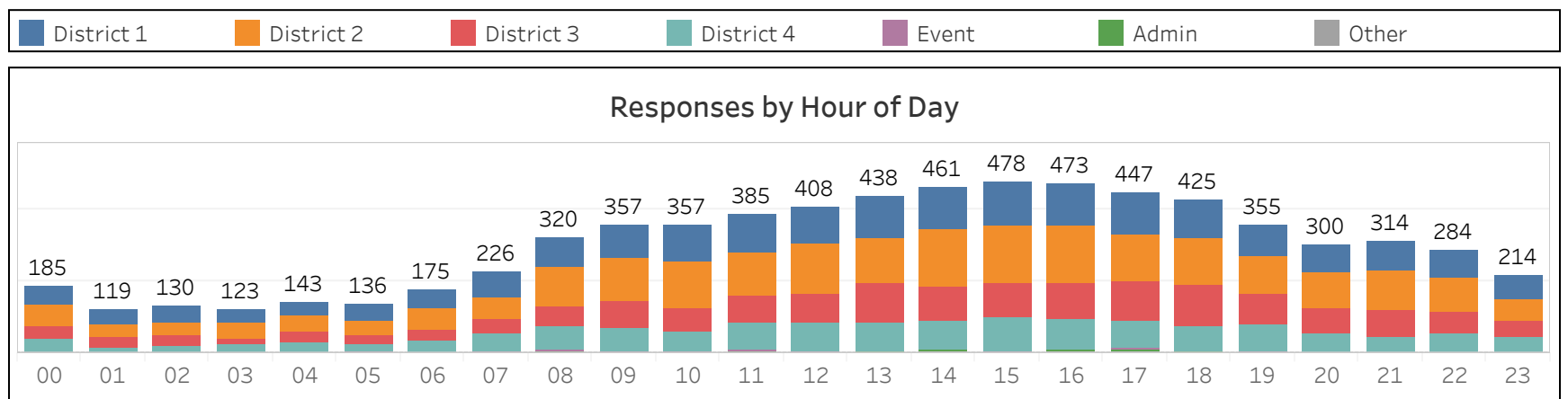
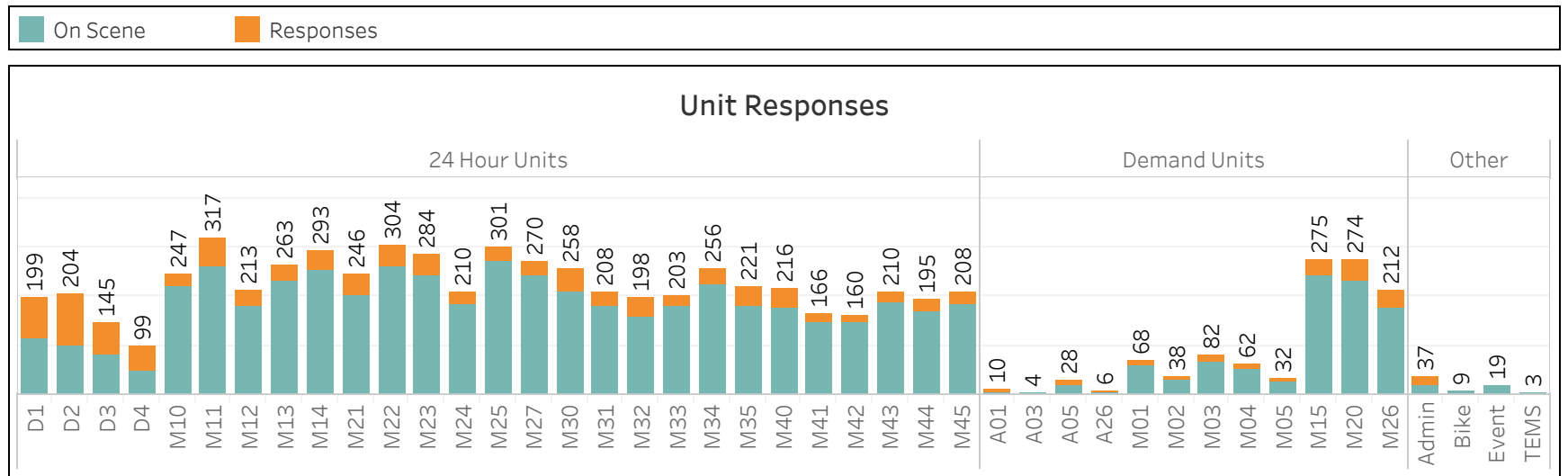
On Scene	
Incidents	5,507
Responses	5,978

Transported	
Incidents	4,104
Transports	4,166

Response Times			
Priority 1	Priority 2	Priority 3	Overall
96.9%	93.0%	93.4%	93.4%

### Incident Types (Top 30)

Fall	724
MVC	572
Sick Person	545
Breathing Problems	463
Unconscious/Fainting	447
Transfer/Evaluation	400
Chest Pain	392
SEND	275
Stroke	226
Seizures	188
Emotional Crisis	170
Abdominal Pain	159
Hemorrhage	139
Assault	116
Traumatic Injury	112
Unknown Problem	109
Overdose Ingestion	92
Heart Problems	85
Diabetic	75
Cardiac Arrest	69
Medical Alarm	68
Structure Fire	54
Back Pain	52
Allergic Reaction	51
Obvious/Expected Dea..	36
Dedicated Standby	29
Headache	29
Pregnancy/Miscarriage	29
Lift Assist	28
Penetrating Trauma	23



# Hospital Patient Transports

03/01/23 - 3/31/2023

Total Transports  
to All Facilities

**4,230**

	Sepsis	STEMI	Stroke	Trauma	Grand Total
M.Hermann - The Woodla..	18	3	30	11	61
H. Methodist - The Woodl..	20	6	27		53
CHI - St. Lukes - The Wood..	13	5	22		40
HCAHH - Conroe	13	6	5	10	34
HCAHH - Kingwood	5	2	9	2	18
HCAHH - Tomball	3	2	1		6
H.Methodist Hospital - Wi..	1		2		3
HCAHH - Northwest		2			2
MD Anderson Cancer Cent..	1				1
M.Hermann - Northeast		1			1
<b>Grand Total</b>	<b>74</b>	<b>27</b>	<b>96</b>	<b>23</b>	<b>219</b>

## Avg. Turnaround Time Main Facilities (Minutes)

## Patients Per Facility Main Facilities (Count)

M.Hermann - Greater Heights	63.00	HCAHH - Conroe	930
M.Hermann - TMC	50.33	M.Hermann - The Woodlands	861
M.Hermann - Northeast	50.12	H. Methodist - The Woodlands	717
HCAHH - Kingwood	47.44	CHI - St. Lukes - The Woodlands	577
St. Joseph Medical Center	46.00	HCAHH - Kingwood	422
H.Methodist Hospital - Willowbrook	42.81	HCAHH - Tomball	184
H. Methodist - The Woodlands	42.74	TCH - The Woodlands	175
Michael E. DeBakey VA Medical Center	42.33	M.Hermann - Northeast	93
M.Hermann - The Woodlands	41.02	H.Methodist Hospital - Willowbrook	37
HCAHH - Northwest	41.00	M.Hermann - TMC	15
St. Joseph Health College Station Hosp..	40.00	M. Hermann - Cypress	14
M. Hermann - Cypress	38.71	CHI - St. Luke's Vintage	12
MD Anderson Cancer Center - TMC	37.75	MD Anderson Cancer Center - TMC	8
HCAHH - Conroe	36.96	HCAHH - North Cypress	7
HCAHH - Tomball	36.79	HCAHH - Northwest	7
CHI - St. Luke's Vintage	36.17	H. Methodist Hospital - TMC	4
CHI - St. Lukes - The Woodlands	34.53	Michael E. DeBakey VA Medical Center	3
HCAHH - North Cypress	32.00	Huntsville Memorial	2
TCH - The Woodlands	30.81	Ben Taub General	1
H. Methodist Hospital - TMC	29.25	M.Hermann - Greater Heights	1
Ben Taub General	24.00	St. Joseph Health College Station Hos..	1
The Woman's Hospital of Texas	23.00	St. Joseph Medical Center	1
Huntsville Memorial	22.50	TCH - TMC	1
TCH - TMC	21.00	The Woman's Hospital of Texas	1

For more information, visit <https://hosp.mchd-tx.org/>

## Avg. Turnaround Time Support Facilities (Minutes)

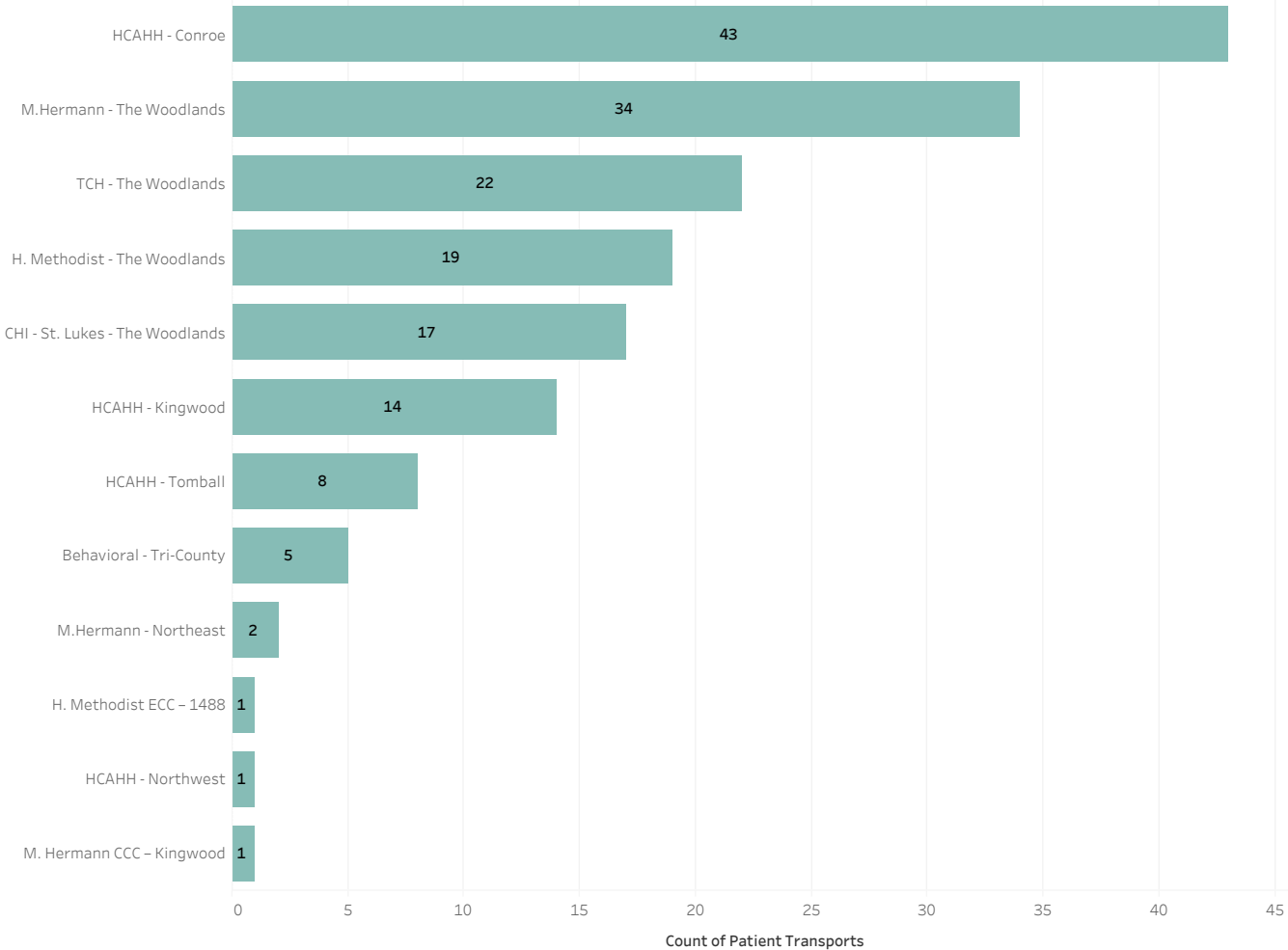
## Patients Per Facility Support Facilities (Count)

CHI - St. Luke's - Memorial Livingston	52.00	CHI - St. Luke's EC - Conroe	38
H. Methodist ECC - 1488	30.40	M. Hermann CCC - Kingwood	30
CHI - St. Joseph - Bryan	30.00	M.Hermann - Woodlands West	20
CHI - St. Luke's - Lakeside	26.29	CHI - St. Luke's - Springwoods Village	18
M. Hermann CCC - Kingwood	25.40	H. Methodist ECC - 1488	15
M.Hermann CCC - Spring	25.00	HCAHH - Cleveland ER	13
CHI - St. Luke's EC - Conroe	24.61	CHI - St. Luke's - Lakeside	7
M.Hermann - Woodlands West	23.35	Behavioral - Tri-County	5
CHI - St. Luke's - Springwoods Village	22.39	America's ER Magnolia	3
HCAHH - Cleveland ER	21.31	M.Hermann CCC - Spring	3
America's ER Magnolia	20.00	CHI - St. Joseph - Bryan	1
HCAHH - Creekside ER	20.00	CHI - St. Luke's - Memorial Livingston	1
Behavioral - Tri-County	19.00	HCAHH - Creekside ER	1

For more information, visit <https://hosp.mchd-tx.org/>

# Psychiatric / Behavioral Patients per Facility

03/01/23 - 3/31/2023





## March 2023 Professional Development Report

### New Hire Process / NEOP

We are happy to announce that the last NEOP group has completed their classroom training and transitioned into field training. This group has shown impressive progress so far. Furthermore, we have opened an EMT-B hiring process, with 77 eligible candidates invited to participate in the written exam. Interviews are set to begin in the first week of April and begin employment in early May. This group will make up our January 2024 cohort. Our next hiring process for Paramedics and Paramedics students will open on April 10<sup>th</sup>. Our Chief group continues to complete milestone interviews with our various NEOP groups. The feedback and face-to-face time with the new employees is always welcome.

### Promotion & Reorientation

Our most recent In-Charge Academy was hosted March 28<sup>th</sup>- 30<sup>th</sup>.with 10 participants, of which 8 successfully passed the written exam and will proceed to oral boards. Currently, there are 7 candidates in Phase 1. The education team has added 13 new preceptors to the field, which will greatly aid in the field training portion of NEOP. We continue to offer in-person skills training for those interested in the In-Charge promotional process. As we focus on enhancing our deployment strategies with suitable resources, we are currently in the process of designing an EMT-B training program to support the deployment of our BLS units later this year.

Application	Administrative Testing	Field Phase 1	Field Phase 2
1	2	7	1

### Paramedic School

The January 2023 cohort is performing well in their exams and receiving positive feedback from instructors and our employees who serve as adjuncts at Lonestar. They excel not only in the classroom but also in the lab portion of their coursework, proving themselves dedicated and talented students. We are excited to see their continued success as they begin their clinical rotations over the summer. Additionally, we eagerly anticipate the start of the June 2023 cohort on June 6<sup>th</sup>.

### Captain

We have received positive feedback after implementing LinkedIn Learning as an additional educational resource for our Captains. We are excited to witness their professional growth as they make use of this valuable tool. Our next Captain’s meeting will be held on April 26<sup>th</sup>. We will discuss upcoming changes to CG-12 as well as preparation for the upcoming District Chief process and Captain Academy.





## Recruiting

Our recruiting efforts have been successful, as we continue to see a strong influx of applicants from colleges we have visited. We are committed to maintaining this momentum and attracting top talent to our team. We continue to attend events in our area and are continuing to look at strategies for improvement.

Respectfully,

Sarah Cuccia



**Campbell, James**

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**From:** Daniel, Donna  
**Sent:** Wednesday, March 29, 2023 2:59 PM  
**To:** Admin Building; Service Center; EMS Field Crews; EMS Operations; EMS Supervisors; Command Staff; Dispatchers; District Chiefs; AlarmOps; Dispatchers  
**Cc:** Walker, Debra; Mosley, Tyler; Speck, Megan  
**Subject:** Information Bulletin #23-037 - RE 1st Quarter 2023 News Update  
**Importance:** High



# Information Bulletin

**TO:** MCHD Employees

**Donna Daniel, CACO, CAPO**  
Records Manager/Compliance Officer  
D: 936.523.5016  
C: 832.364.9308

**Montgomery County Hospital District**

**FROM:** James Campbell, EMS Chief  
**DATE:** March 29, 2023

**RE:** 1st Quarter 2023 News Update

**INFO:** 23-037





We are nearly through the first quarter (January – March) of 2023, and the growing pace of our call volume remains consistent with what we experienced in 2022. Below is a historical view of our call volume in Q1 dating back to 2019:

First Quarter Data from 2019 - 2023					
<b>2019</b>	<b>Responses</b>	<b>Transports</b>	<b>2020</b>	<b>Responses</b>	<b>Transports</b>
January	5465	3264	January	6309	3669
Feb	5359	3185	Feb	5896	3404
March	6324	3634	March	6183	3407
<b>2021</b>	<b>Responses</b>	<b>Transports</b>	<b>2022</b>	<b>Responses</b>	<b>Transports</b>
January	6218	3306	January	6881	3736
Feb	6352	3140	Feb	5915	3236
March	6523	3398	March	6555	3673
<b>2023</b>	<b>Responses</b>	<b>Transports</b>	<ul style="list-style-type: none"> <li>• 2020 - 2021 Covid Years</li> <li>• 1,444 more responses in Jan. 2023 compared Jan. 2019</li> <li>• 839 more transports in Jan. 2023 compared to Jan. 2019</li> </ul>		
January	6909	4103			
Feb	6511	3834			
March					

As we have discussed in CE, and you feel daily in the streets, call volume is high. Please know that we are working daily on plans to manage our continued growth in call volume. Below are a few points related to call volume:

- There is no immediate fix to manage call volume that we can implement overnight. Managing this type of growth takes more people and more ambulances.
- As we prepared for migrating our entire schedule from 9-Day to Debit Day, we wanted to be conservative financially and operationally. Adding a 4<sup>th</sup> shift created some uncertainty that we would not work out until we actually started the Debit Day schedule. (i.e. personnel costs, tiered system, staffing needs related to ICs, Attendant Paramedics, and EMTs) This conservative approach was centered our internal development, deployment, and response plans. It was very challenging to try an onboard a large number of new employees during the latter part of 2022.
- Now that March is coming to an end, we are hiring more aggressively. As soon as the February 2023 NEOP ended, we opened the application process for EMTs and will

open the application process for paramedics in April. These combined processes would mean three NEOP classes in the first five months of this year.

- We are preparing for back-to-back NEOPs to help with staffing and future growth.
- We are separating EMT and Paramedic NEOP for more focused training and development. In addition, we are hoping to hire a large group of people, so we staggered NEOP to accommodate training.
- If you are wondering why we do not hire for Paramedic before EMT, the reasoning is the timing of Paramedic school completion and graduation in May. For those that complete paramedic school in May, we do offer them employment with the agreement (in their offer letter) that they obtain their Texas Paramedic Certification in 120 days.
- We are researching Nurse Navigation, which is too lengthy to explain in this bulletin. If we did implement this program, it would be in 2024. Here is link to a press release from Wake Co. EMS describing their program.  
<https://www.wake.gov/departments-government/emergency-medical-services-ems/ems-nurse-navigation-program>
- We are researching how we can further tier our system by adding dual EMT-B trucks to our deployment model. This could potentially be tested in early summer of 2023. Our current model of MICU and Ambulance has worked well, when the Ambulances are in-service. However, we are in the unique situation where we have plenty of ICs but not enough Attendant Paramedics, which means for the majority of the time the peak trucks are at the MICU level.
  - This is a priority project because we need to find a way to better distribute call volume for our 24 hour units. Other area organizations with dual-EMT trucks have found the model to be beneficial. They had data that suggests even with a paramedic on lower priority calls, paramedic level skills are not being performed.
- Now that we have a quarter's worth of data this year, we are planning to have a Deployment meeting in April to see where we can improve our deployment model.

We have experienced a lot of change in the past few years, and we sincerely appreciate your flexibility and trust as we work to improve the care that we deliver. Great care comes from great people, and our goal will continue to be focused on doing our best to take care of you and our patients.

We are a large system with a storied history of providing great pre-hospital care that is nationally recognized. However, the county is growing quickly, and we are not immune from experiencing 'growing pains.' EMS systems all over the country are trying to manage staffing and call volume challenges. We are not going to sit idly and hope things work out. We are going to cautiously, but optimistically, find solutions to these challenges with our MCHD Core Values leading the way.

We are not going to say, "We know it's tough or we know what you're going through," because you are in the streets every day, but we are working hard to find solutions. We have talented, resilient, compassionate, and positive people here at MCHD. For that, we are incredibly thankful and proud!

We are working hard to be efficient, but also welcome and need your feedback. We can assure you that when we hear feedback and get ideas, we are considering that information and looking to improve. Please continue to share your thoughts and ideas; it is important for our growth.

## **Other News**

At our board meeting this month, we had the chance to speak with our Board Members in Executive Session regarding inflation and cost of living. We are excited and thankful that the Board approved a 3% Cost of Living Adjustment (COLA) pay increase! This pay increase will take effect on the April 23<sup>rd</sup> pay period. In addition, the pay scale has been adjusted which helps those who are at the cap, while also increasing our entry level pay for new employees. In addition, if you look historically at our pay increases, we have had a 6% increase in the last six months, and a combined 12.5% pay increase over the last 18 months. The economy has been a roller coaster the last three years, but our pay and the cost living we will remain focused on as we move forward.

We are excited to announce that we have hired a new scheduler, Ashlynn Deisch and she starts March 27, 2023. Elvia has done an outstanding job managing the schedule as Kelcie transitioned to the field. As we started our new Debit Day schedule, things were managed day-to-day, as the team was learning the ins and outs associated with our new schedule. The Schedulers, Deputy Chiefs, and Chief Seek have really worked hard to move from a day-to-day scheduling approach, to now managing and filling the schedule in two-week increments (to align with pay periods). The next phase of scheduling will be improving the timeline in which PTO is approved.

The Division Chief-Clinical interviews are going well. Round 1 is complete, and we had 6 external and 2 internal candidates participate in interviews. Those interviews went well; it is a talented group looking to grow and be a part of the clinical team. Round 2 interviews will be completed today. We anticipate filling the position in mid to late April.

-Campbell

## **Docs' Corner – MCHD Paramedic Podcast & Podcast 360**

### **New Releases**

Spokane Frozen Solid

<https://soundcloud.com/mchdpp/spokane-case-2-final-mixdown>

SNORES Bundle

<https://soundcloud.com/mchdpp/snores-final-mixdown>

Who Do We Trust?

<https://www.youtube.com/watch?v=XiwV5vgkZdk&t=2s>

## **Training Calendar**

<https://app.target solutions.com/auth/index.cfm?action=login.showlogin&customerid=33551&customerpath=mchd>

## **Have a Question?**

<https://members.mchd-tx.org/>

### **Misti Willingham**

Public Information Officer

D: 936.523.1134

C: 936.537.0611

**Montgomery County Hospital District**

MCHD

Conroe, TX  
Client 6577



1515 Center Street  
Lansing, MI 48096  
(517) 318-3800  
support@EMSSurveyTeam.com  
www.EMSSurveyTeam.com

# Patient Experience Report

January 1, 2023 to March 31, 2023

Your Score

**94.43**

Your Patients in this Report

**1,133**

Total Patients in this Report

**17,440**

Total EMS Organizations

**221**





## Executive Summary

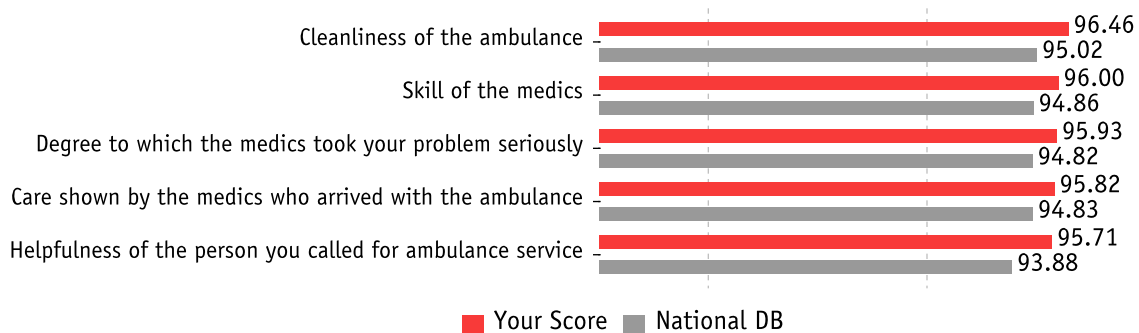
Your overall score for the time period selected is **94.43**. This is a difference of **-0.64** from your previous period's score of **95.07**.

Your overall Top Box score, which represents the percentage of the highest possible rating Very Good, is **84.00%**.

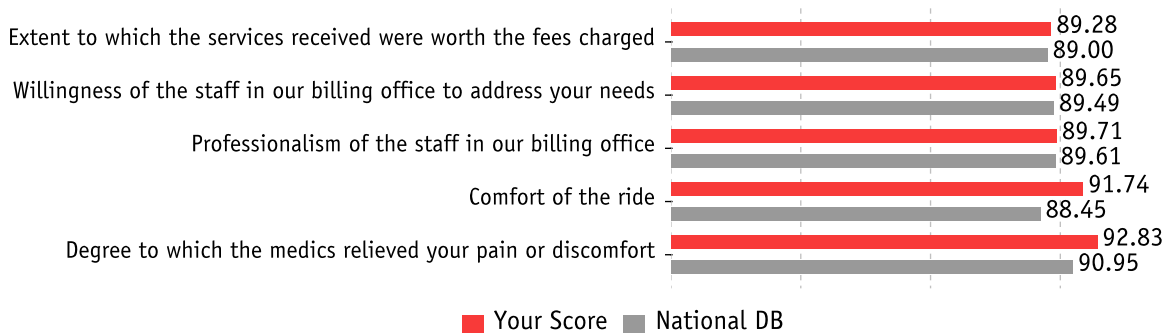
In addition, your rolling 12- month score of **94.45** is a difference of **1.47** from the national database score of **92.98**.

When compared to all organizations in the national database, your score of **94.45** is ranked **22nd** and **3rd** for comparably sized organizations.

### 5 Highest Scores



### 5 Lowest Scores

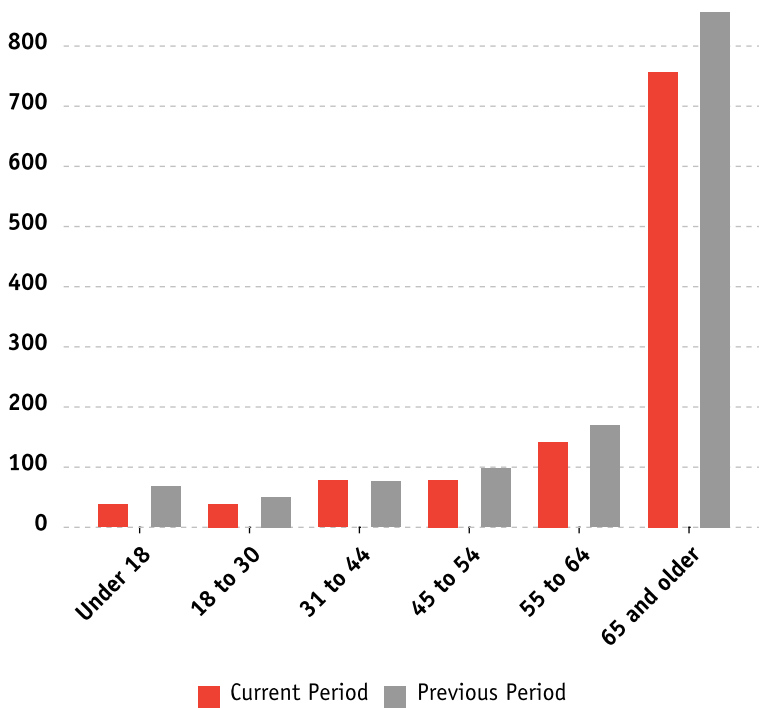




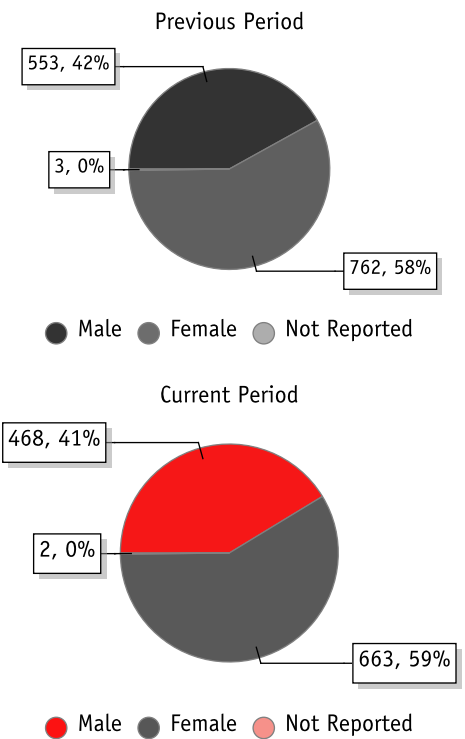
**Demographics** — This report provides basic information about the patient's age and gender.

	Total	Previous Period		Not Reported	Total	Current Period		Not Reported
		Male	Female			Male	Female	
Under 18	68	39	29	0	38	25	13	0
18 to 30	50	20	30	0	39	14	25	0
31 to 44	76	36	40	0	78	27	50	1
45 to 54	98	32	66	0	79	31	48	0
55 to 64	169	75	94	0	142	49	92	1
65 and older	857	351	503	3	757	322	435	0
<b>Total</b>	<b>1318</b>	<b>553</b>	<b>762</b>	<b>3</b>	<b>1133</b>	<b>468</b>	<b>663</b>	<b>2</b>

**Age Ranges**



**Gender**





### Question Analysis

This report shows your current score for the time period selected compared to the corresponding previous time period and the change between the two periods. The national DB score is included for reference

#### Dispatch Composite

	Current	Previous	(+/-)	National DB
Helpfulness of the person you called for ambulance service	95.71	95.95	-0.24	93.88
Concern shown by the person you called for ambulance service	95.44	95.21	0.23	93.73
Extent to which you were told what to do until the ambulance arrived	93.74	95.01	-1.27	92.28

#### Ambulance Composite

	Current	Previous	(+/-)	National DB
Extent to which the ambulance arrived in a timely manner	93.83	94.87	-1.04	92.66
Cleanliness of the ambulance	96.46	96.67	-0.21	95.02
Comfort of the ride	91.74	91.18	0.56	88.45
Skill of the person driving the ambulance	95.69	96.09	-0.40	94.41

#### Medic Composite

	Current	Previous	(+/-)	National DB
Care shown by the medics who arrived with the ambulance	95.82	96.34	-0.52	94.83
Degree to which the medics took your problem seriously	95.93	96.18	-0.25	94.82
Degree to which the medics listened to you and/or your family	95.13	96.31	-1.18	94.38
Skill of the medics	96.00	96.78	-0.78	94.86
Extent to which the medics kept you informed about your treatment	94.59	95.30	-0.71	93.09
Extent to which medics included you in the treatment decisions (if applicable)	94.41	95.40	-0.99	92.96
Degree to which the medics relieved your pain or discomfort	92.83	92.61	0.22	90.95
Medics' concern for your privacy	94.93	95.37	-0.44	93.75
Extent to which medics cared for you as a person	95.33	96.24	-0.91	94.51

#### Billing Office Staff Composite

	Current	Previous	(+/-)	National DB
Professionalism of the staff in our billing office	89.71	90.26	-0.55	89.61
Willingness of the staff in our billing office to address your needs	89.65	89.97	-0.32	89.49





### Question Analysis (Continued)

<b>Overall Experience Composite</b>	Current	Previous	(+/-)	National DB
How well did our staff work together to care for you	<b>94.55</b>	<b>95.58</b>	<b>-1.03</b>	<b>93.90</b>
Extent to which our staff eased your entry into the medical facility	<b>95.04</b>	<b>95.99</b>	<b>-0.95</b>	<b>94.11</b>
Appropriateness of Emergency Medical Transportation treatment	<b>94.93</b>	<b>96.26</b>	<b>-1.33</b>	<b>93.86</b>
Extent to which the services received were worth the fees charged	<b>89.28</b>	<b>89.85</b>	<b>-0.57</b>	<b>89.00</b>
Overall rating of the care provided by our Emergency Medical Transportation	<b>94.88</b>	<b>96.11</b>	<b>-1.23</b>	<b>93.90</b>
Likelihood of recommending this ambulance service to others	<b>94.25</b>	<b>95.58</b>	<b>-1.33</b>	<b>93.48</b>



**Benchmark Comparison**

This section of the report is based off your overall score for the YTD 12-month time period, compared to other benchmark compare groups. An aggregate rolling score is needed to provide stability to the overall score ranking for more meaningful comparisons to other benchmark groups. Each month, the last month in the 12 month period is dropped and the newest month is added. An organization must have a minimum of 100 surveys to be eligible for ranking.

	Your Company	Total DB	Similar Sized	Texas	CAAS	ACE
<b>Number of organizations in compare group</b>		221	55	19	47	13
<b>Minimum Score</b>	1	1.00	1.00	1.00	1.00	1.00
<b>Maximum Score</b>	100	100	100	100	100	100
<b>Mean Score</b>	94.45	92.40	92.75	93.29	92.05	91.82
<b>Your Percentile</b>		73rd	89th	N/A	85th	70th
<b>Your Rank</b>		22	3	N/A	6	4

- Minimum Score** - This is the lowest score in the benchmark group.
- Maximum Score** - This is the highest score in the benchmark group.
- Mean Score** - This is where your mean score ranks against others in the compare group.
- Your Percentile** - This is the percentage of scores that fall below your mean score.
- Your Rank** - This is where your mean score ranks against others in the compare group.

# Agenda Item # 9c



We Make a Difference!

**To:** Board of Directors  
**From:** Melissa Miller, COO  
**Date:** April 25, 2023  
**Re:** **COO Report**

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## **FACILITIES:**

- Facilities is closely monitoring our 13+ year old chillers which critical to our infrastructure. The system assessment by Envirotech has been completed. The data is being reviewed with recommendations to follow. The recommendation will include cost to repair/refurb vs replacement.
- The Facilities and Radio Team has been diligently working on the FY 24 budget.

## **RADIO:**

- MCHD and Sabre Industries Telecom Services have both signed the agreement for the build of the 430-ft self-supported Lake Conroe/Montgomery Tower. The land for the Lake Conroe Tower in Montgomery is scheduled for clearing the first week of May. The materials to build the tower have been ordered. This leaves an open purchase order (PO) of \$1,789,603.73. Open POs will not show in MCHD financials until such time the materials have been receipted.
- Our 5-year pricing from the last Radio RFP will expire this year. We will write and post a new to be comply with our purchasing policy and obtain the best value for the taxpayer dollars.

## **INFORMATION TECHNOLOGY including LASERFICHE:**

- The IT team has completed installing network firewalls into each departments drives. This effort will help limit the spreading of malware and ransomware from one department to another if there is outbreak.
- The CAD and IT team have been preparing to meet the technology needs for Ironman marathon operations.
- The IT and Facilities teams are working on station connectivity additions for internet devices such as thermostats and cameras.
- The team also have been contacting vendors to get estimates in preparation for this year's budget process.
- In preparation for the potential transition in management of MCPHD, board records have been migrated to the MCPHD records repository (digital filing cabinet). Other records are in the process of being identified and migrated. The goal is to have all MCPHD records that are in Laserfiche located in the MCPHD repository.
- We have been working with EMS and Materials Management departments to streamline and update several Laserfiche processes, to make them more efficient for staff to complete and provide better, more actionable data. As part of this work, we formally decommissioned our

first process, the “Open Call” form, because ImageTrend already allows us to track incomplete PCRs. We also made some changes to the Service Inquiry and Fleet forms to make it more efficient for the Facilities Department to close their tasks when we damage private property.

- We have received a Scope of Work from IHS to provide data we requested to complete our HCAP Claims automation process. We are hoping to be able to restart this project by the end of April and start testing by the end of May.

**PUBLIC HEALTH MANAGEMENT TRANSITION:**

- The transition of MCHD management of the Public Health District management transition is on hold pending the completion of an audit by the firm of Patillo, Brown and Hill.
- The management of the MCPHD MRC Coordinator position has been removed from MCHD and is now managed by contract MCTX.

# Agenda Item # 9d

**To:** Board of Directors  
**From:** Ade Moronkeji, HCAP Manager  
**Date:** April 25, 2023  
**Re:** **HCAP Report**

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## Eligibility Criteria

In order to qualify for HCAP benefits, applicants must meet the following eligibility criteria promulgated by the State of Texas and the District:

- Residence: Must live in Montgomery county prior to completing an application
- Citizenship: Must be a U.S. citizen or a legal permanent resident
  - Legal Permanent residents are non-citizens who are lawfully authorized to live permanently within the United States (green-card holder) and has lived in the U.S. continuously for a minimum of five years
- Income: May not exceed the minimum established Federal Poverty Income Level (FPIL) of 150% This information is updated yearly when the State releases the CIHCP income guidelines.
  - Details per income for each household size can be found on the MCHD website as well as in the HCAP handbooks
- Resources: May not exceed \$2,000 per month or \$3,000 for individuals who are aged or disabled
- Medical Need: There must be a medical reason for pursuing HCAP benefits since this is not insurance but coverage funded by tax payer's dollars.
  - This criteria is not a state requirement but the District's prerogative.

## Program Updates

- In the month of March the eligibility team made 5 visits to Under Over and Salvation Army and offered application assistance to individuals needing access to health care. 23 individuals completed the application, and 13 were approved for HCAP benefits.
  - The HCAP software, Integrated Healthcare Solutions (I.H.S.), was upgraded to the latest version; Release 15, on April 6<sup>th</sup>. Staff can now access new functionalities that will enhance HCAP processes
-

- With the conclusion of Release 15, the claims project with DocuNav is back on track. I.H.S. provided the SOW for their data integration with Laserfiche. This document has been reviewed by Shawn Henners and Ade Moronkeji and submitted to I.H.S. to move the project along.
- The National Average Drug Acquisition Cost (NADAC), which is the estimated wholesale price retail community pharmacies pay to drug wholesalers, has recently changed. New rates are based on Medicaid’s Vendor Drug Program “Retail Acquisition Costs” rather than the old calculations based on Average Wholesale Price (AWP). While this change has substantially decreased many medication costs, our PBM (IPM) will enact an administration fee to offset the deficit they have incurred. This fee is yet to be determined. Despite this, HCAP expects to maintain a marginal decreased cost with the new NADAC pricing.

Applications

- The total number of applications received and processed in FY23 is 1,155. This represents a 9% increase from FY22 numbers. Figure 1 depicts a monthly comparison between FY22 and FY23 application numbers.

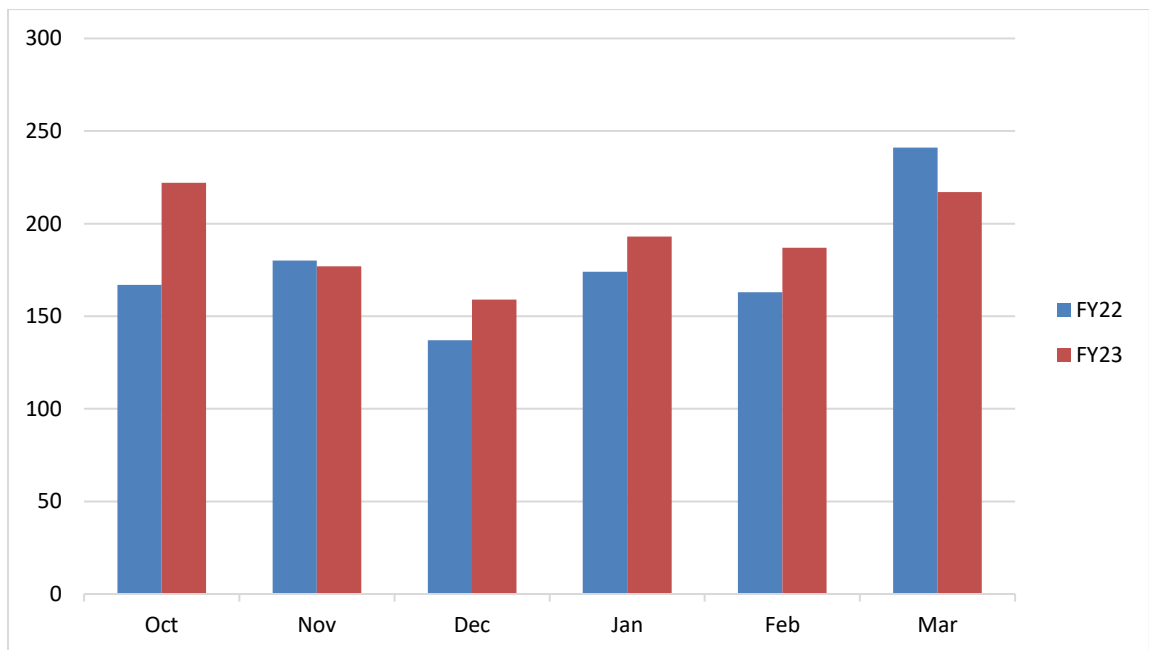


Figure 1 – Monthly Application Volume FY22 V. FY23

- Our office received 61 online applications in March, bringing the fiscal year total to 230. The graph below depicts the volume received each month.

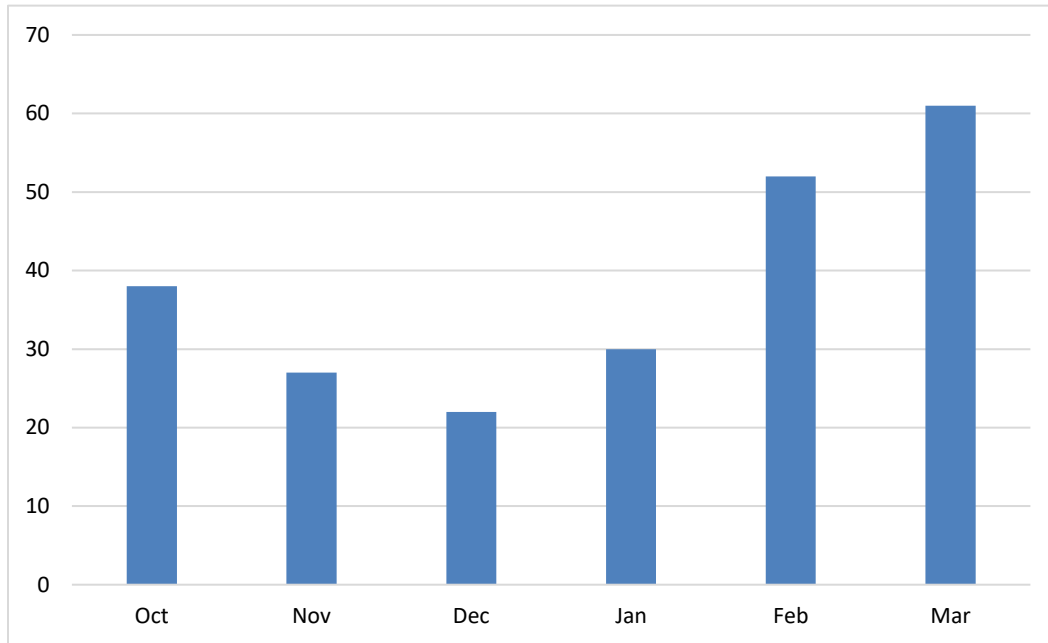


Figure 2 – Monthly Online Application Volume FY23

### Enrollment

- Program numbers are trending down, with March closing out at 339 active clients. This represents a 7% decrease from the previous month. This decrease is not unique to HCAP as several counties are indicating similar trends. Since insurance enrollment through the Marketplace commenced, individuals are exploring this as an option for coverage.
- Figure 3 compares the trends in FY22 and FY23 enrollment numbers while figure 4 shows the number of clients enrolled in the three HCAP program classifications.

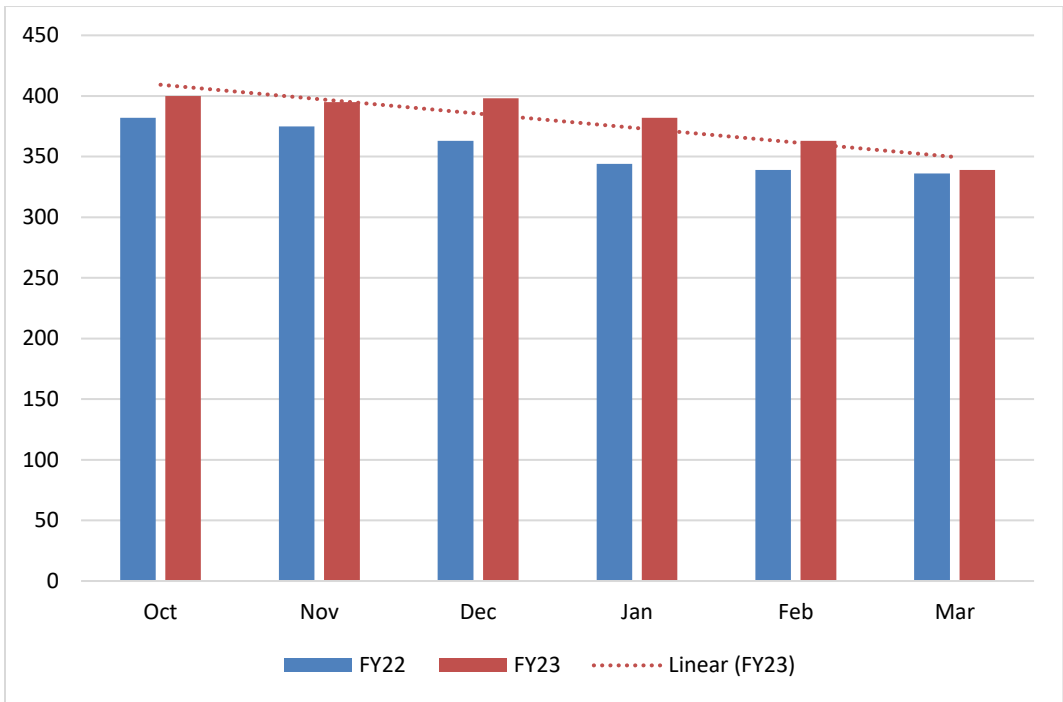


Figure 3 - Active Clients FY22 V. FY23

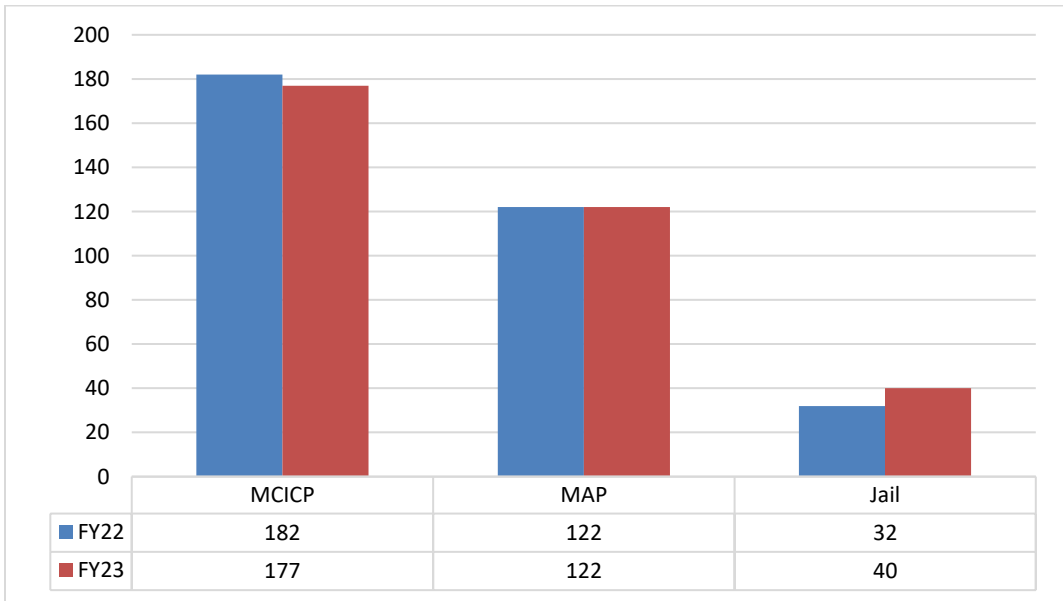


Figure 4 – March HCAP Program Breakdown FY22 V. FY23



## New Clients

27 new clients were enrolled in the month of March. Figure 5 depicts the number of new clients added to the program on a monthly basis.

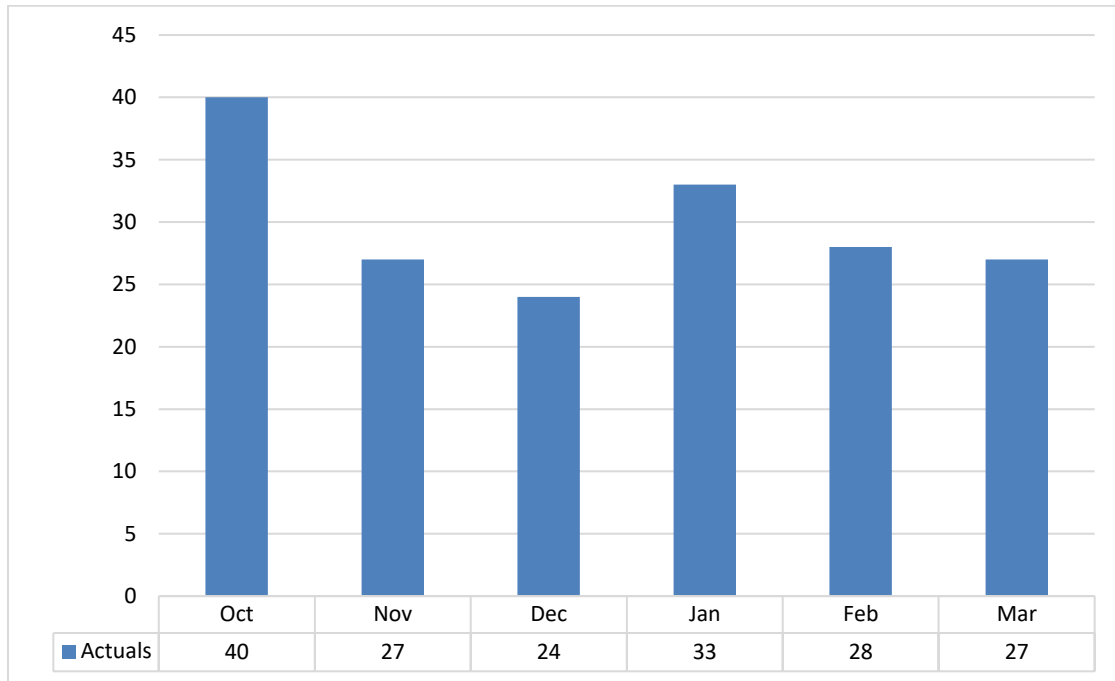


Figure 5 – Monthly New Clients

## **Bill Pay Updates**

### Claims Administration

- The team received 969 medical claims in March. Current turn-around-time for processing claims is approximately 9 days. Figure 6 shows a monthly comparison between the volumes of medical claims received FY22 over FY23.

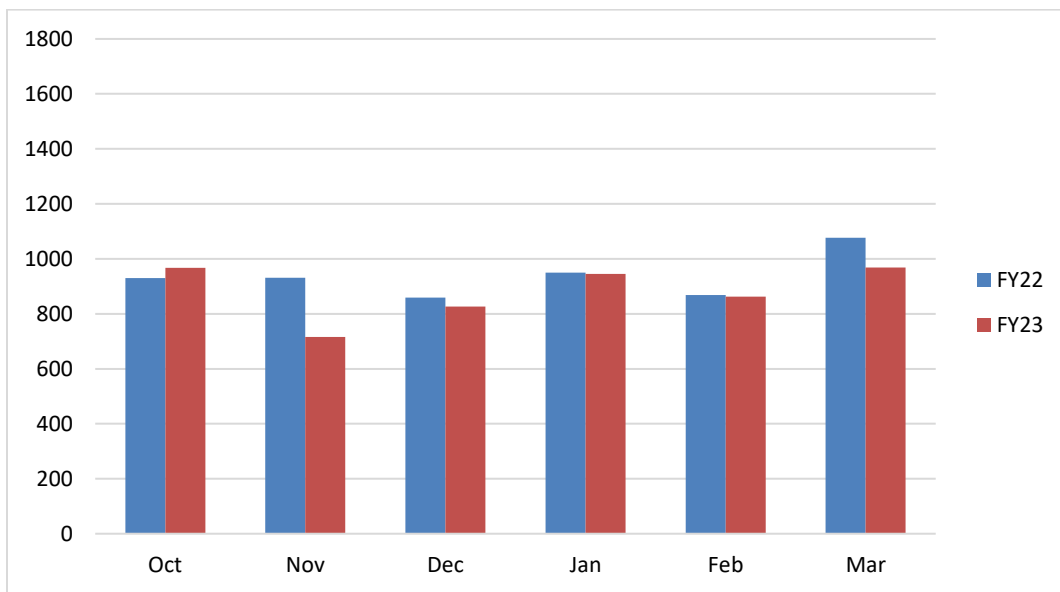


Figure 6 – Volume of Medical Claims FY22 V. FY23

- Total number of claims denied in March was 259 which represents 26% of claims processed. Figure 7 highlights the main reasons for those denials. This information guides relevant conversations with providers.

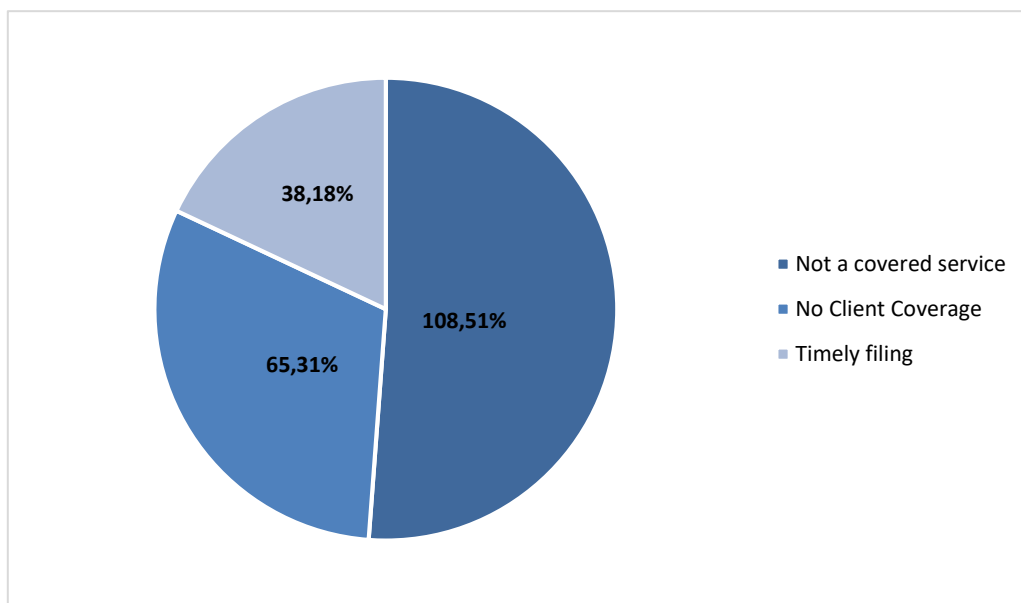


Figure 7 – Main Reasons for Denied Claims in March

### Provider Utilization

- Figure 8 represents the percentage breakdown of claims by provider groups and depicts the main providers that HCAP clients are using for their health care needs each month. Figure 9 shows the amount spent on each of the frequently utilized provider type/group.
  - UC hospital inpatient and outpatient refers to HCA Houston Healthcare Conroe, Tomball, and Kingwood hospitals

- Inpatient/outpatient hospital without the UC designation refers to CHI St. Luke’s The Woodlands and other non HCA local hospitals
- UC hospital outpatient and inpatient services represent our highest expenditures for claims processed in March.

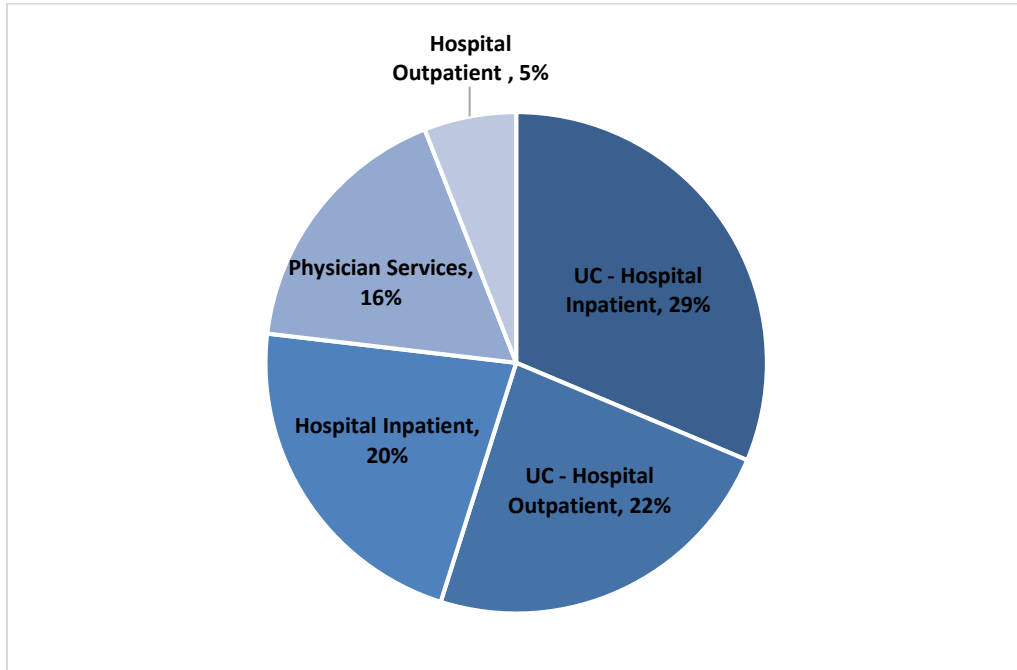


Figure 8 - Source of Care Identified by the Top 5 Providers Utilized by HCAP Clients in March

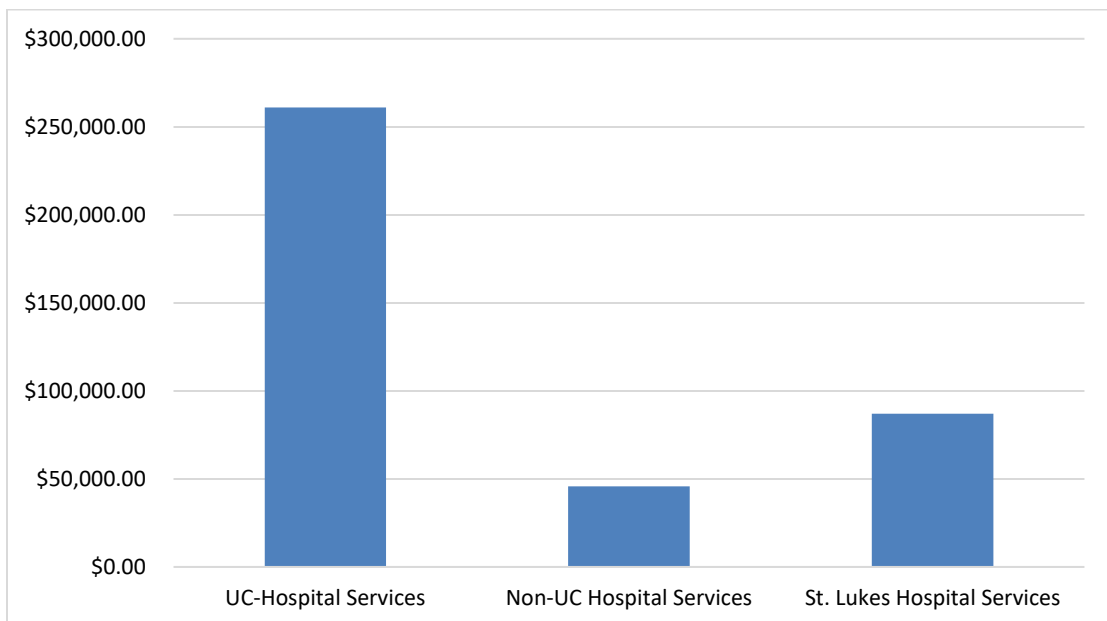


Figure 9 – Amount Spent on Top Providers – March

## Case Management Updates

### Education

This is a tool the case managers utilize to assist clients with chronic disease management. The goal is to encourage clients to adopt and maintain healthy behaviors needed for health stabilization. Our team emphasizes care plans implemented by primary care providers, and conduct well checks with clients to foster compliance.

The graph below shows the education efforts initiated in March. It is important to note that numbers are lower than the norm due to one case manager being out of office

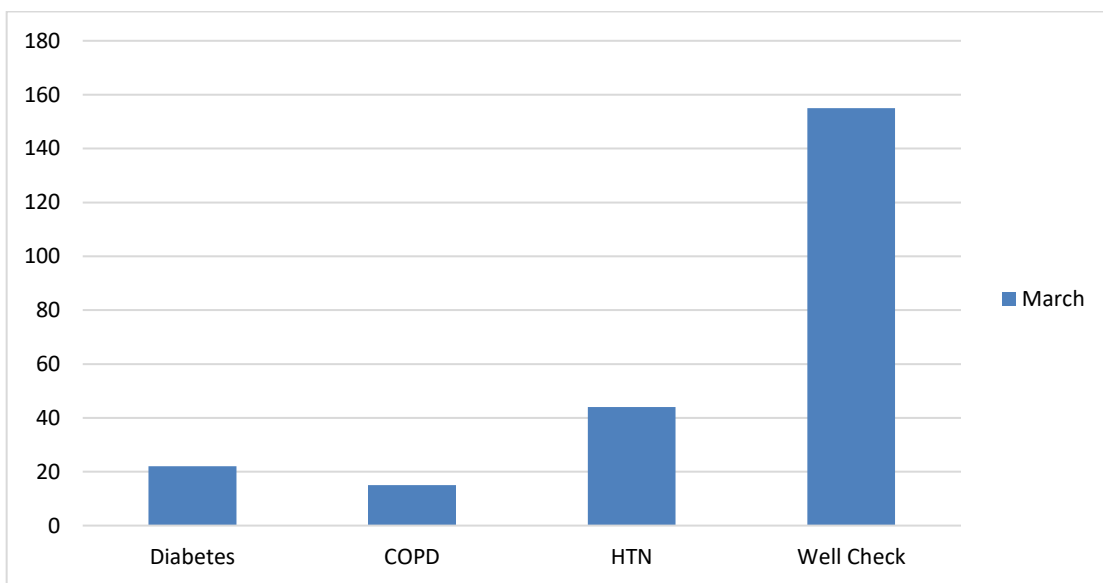


Figure 10 - Client Education

### Top Five Diagnoses

The diagnoses below were extracted from claims processed in March. Subsequent graphs provide a visual of the average cost of each claim for the top 5 diagnoses and the corresponding reimbursement amount for provider services.

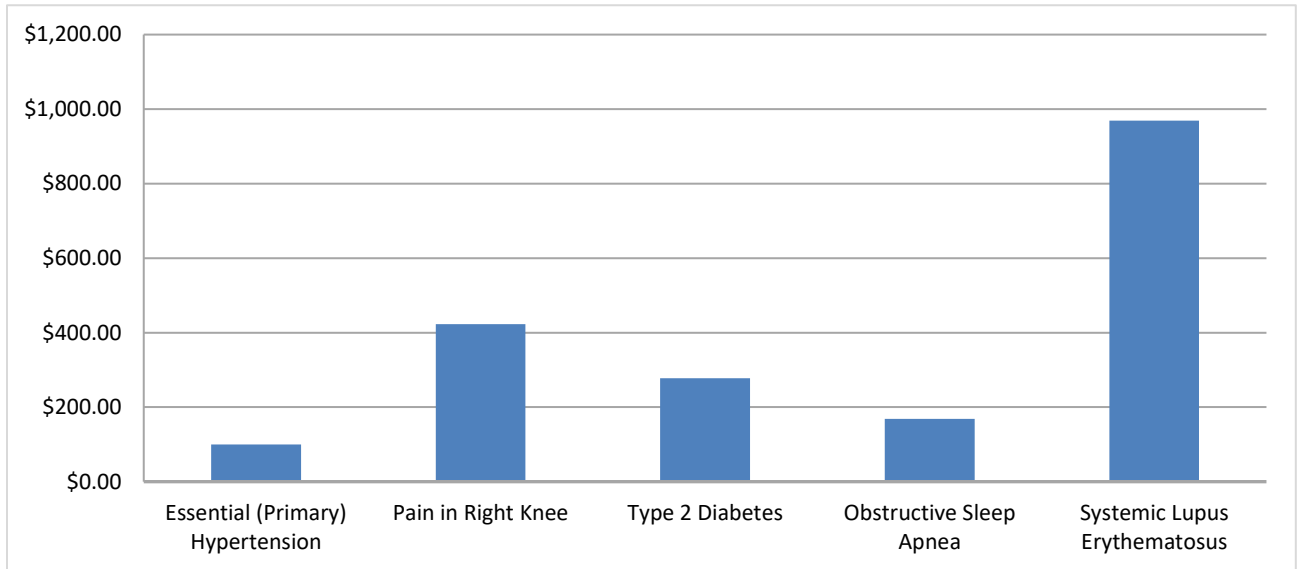


Figure 11 – Average Cost per Claim for Top 5 Diagnoses

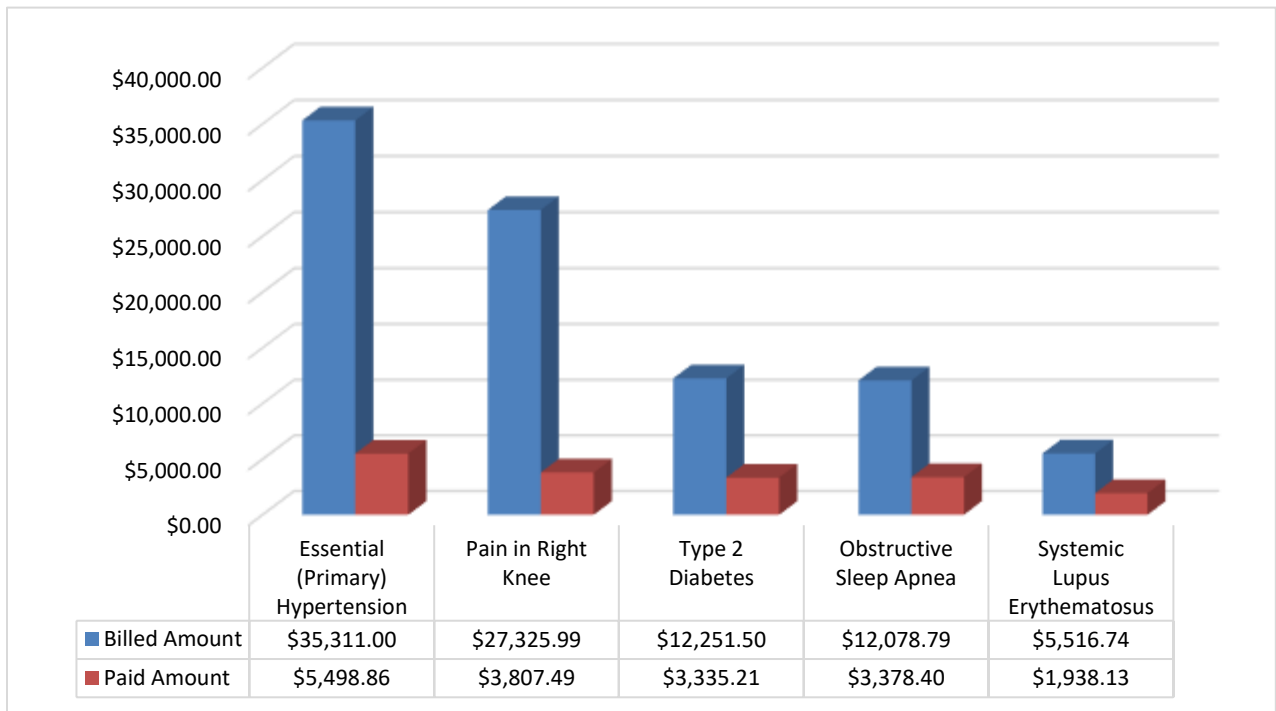


Figure 12 – Amount Billed V. Amount Paid for Top 5 diagnoses

## Maximum Liability

Figure 13 shows the number of clients who have reached the maximum annual benefits of \$60,000 or 30 inpatient days each fiscal year and figure 14 depicts the number of clients who reached their maximum liability due to a cancer diagnosis. Five clients have exhausted their benefits for FY23.

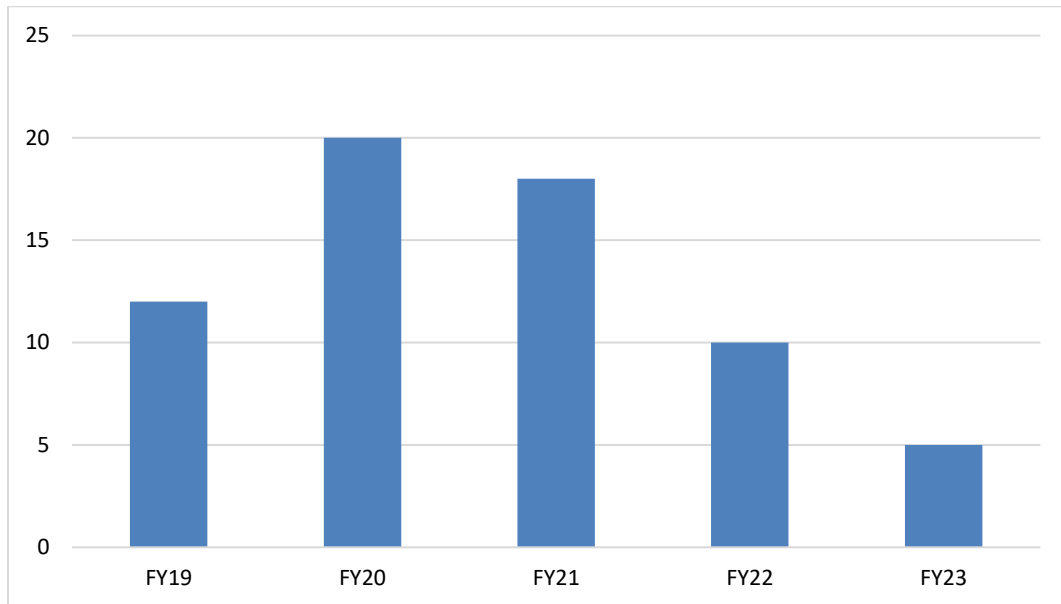


Figure 13 – Maximum Liability Exhausted FY19-22

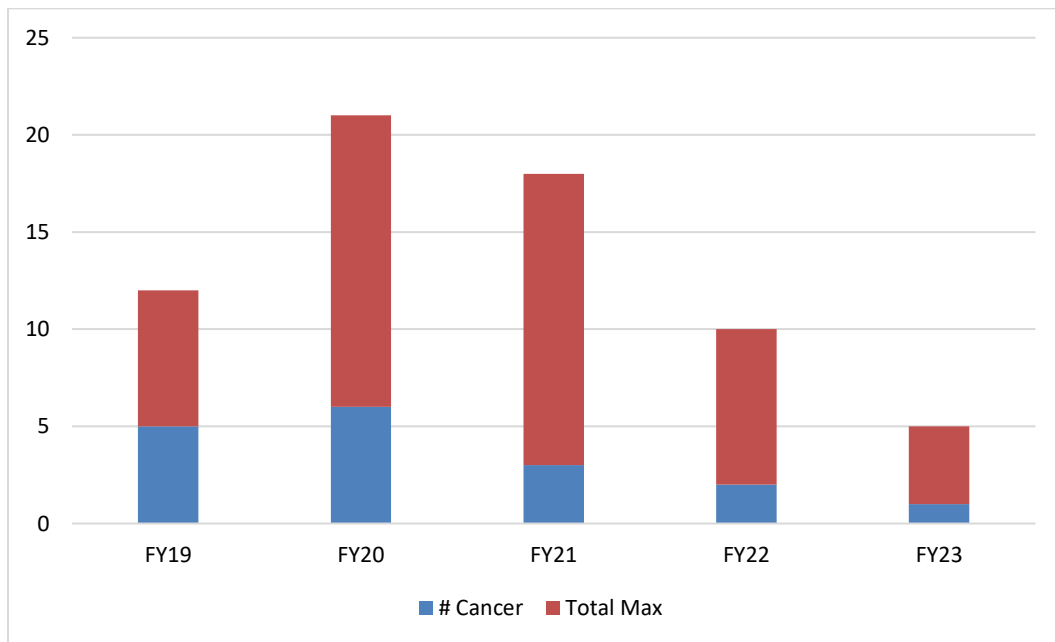


Figure 14 – Number of Clients at Maximum Liability V. Portion of Max with Cancer Diagnosis

**Prescription Benefit Updates:**

Table 1

Month	Applying Clients	Total Applications	Monthly Savings (AWP-17% + Dispensing Fee)
Mar-23	26	35	\$13,882.58
Feb-23	31	43	\$27,050.20
Jan-23	24	29	\$34,451.38
Dec-22	21	25	\$32,634.12
Nov-22	17	22	\$14,141.37
Oct-22	18	24	\$25,813.61
Sep-22	22	37	\$17,611.11
Aug-22	25	33	\$41,338.43
Jul-22	21	13	\$8,549.81
Jun-22	21	33	\$44,816.18
May-22	16	22	\$11,200.79
Apr-22	12	15	\$23,014.95
Mar-22	23	32	\$27,050.20

\*Patient assistance programs are run by pharmaceutical companies to provide free medications to people who cannot afford to buy their medicine.

Figure 15 indicates the total number of RX's dispensed in a month. In March there was a total of 696 claims filled of which 683 were generic and 13 were brand. This high percentage of generic claims helps produce a lower cost for clients as well as MCHD. The HCAP Pharmacy Representatives triage prescriptions daily to obtain this outcome.

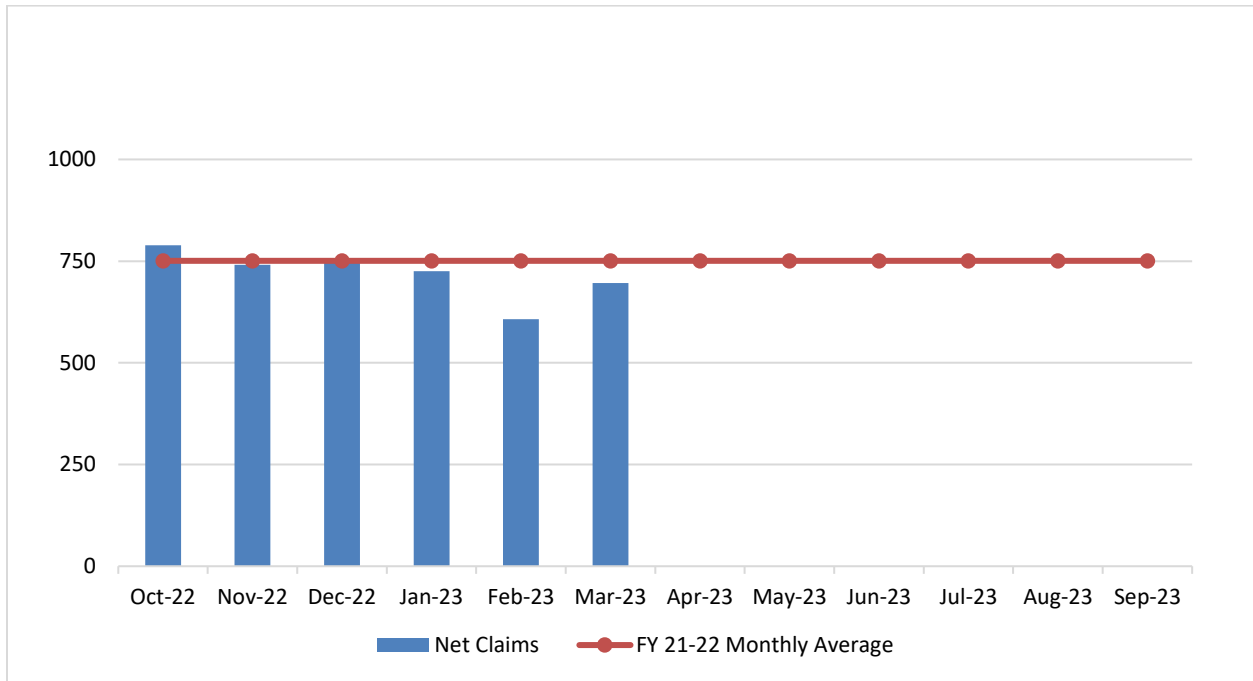


Figure 15 – Monthly Volume of RX Claims



## Fleet Summary 2022-2023

Mileage	Ambulance	Supervisor/Squad	Command Staff	Support	Monthly Total	Weekly Total
March 23	135,844	13,087	2,446	16,709	168,086	42,022
February 23	145,872	13,872	3,555	19,067	182,366	45,592
January 23	158,335	15,588	2,386	19,620	195,929	48,982
December 22	142,814	13,648	1,776	15,240	173,478	43,370
November 22	137,250	12,807	2,571	20,194	172,822	43,206
October 22	172,057	16,806	4,086	26,777	219,726	54,932
September 2022	135,495	11,753	3,127	13,109	163,484	40,871
August 2022	161,300	15,260	4,740	17,425	198,725	49,681
July 2022	132,971	13,433	1,944	13,514	161,862	40,466
June 2022	145,369	13,380	4,612	12,789	176,150	44,038
May 2022	162,491	15,460	4,714	18,037	200,702	50,176
April 2022	121,131	10,835	5,107	16,738	153,811	38,453
<b>Total</b>	<b>1,750,929</b>	<b>165,929</b>	<b>41,064</b>	<b>209,219</b>	<b>2,167,141</b>	
Average	145,911	13,827	3,422	17,435	<b>180,595</b>	<b>45,149</b>
Annualized Amounts					2,167,141	

Accidents	MCHD-Fault		MCHD Non-Fault		GRAND TOTAL
	Non-injury	Injury	Non-injury	Injury	
March 2023	2		1		3
February 2023	5		1		6
January 2023	6		1		7
December 2022	6		1		7
November 2022	2		1		3
October 2022	5		2		7
September 2022	3		1	2	6
August 2022	5				5
July 2022	2				2
June 2022	4		1		5
May 2022	3			1	4
April 2022	1				1
<b>Total</b>	44		9		56
Per 100,000 Miles	2.03	-	0.42	-	2.58

Service Interruptions	Count	Per 100K miles
March 2023	6	3.57
February 2023	11	6.03
January 2023	6	3.06
December 2022	9	5.19
November 2022	5	2.89
October 2022	5	2.28
September 2022	3	1.84
August 2022	5	2.52
July 2022	6	3.71
June 2022	4	2.27
May 2022	8	3.99
April 2022	2	1.30
<b>Total</b>	70	3.23

# Agenda Item # 10



We Make a Difference!

**To:** Board of Directors

**From:** Rany Johnson, CEO


**Date:** April 25, 2023

**Re:** HR 25-315 paid Quarantine Policy

---

Consider and act on District policies. (Mr. Thor, Chair – Personnel Committee)

- HR 25-315 Paid Quarantine Leave Policy

	<b>PAID QUARANTINE LEAVE POLICY</b>	<b>Page 1 of 1</b>
<b>Department</b>	<b>Policy Number</b>	<b>CAAS Reference Number</b>
<b>Human Resources</b>	<b>HR 25-315</b>	

**I. PURPOSE**

The purpose is to establish a paid quarantine leave policy to compensate qualified employees who are required to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty as is provided in accordance with Section 2 – Chapter 180 of the Texas Local Government Code.


**II. POLICY**

Employees are expected to follow MCHD safety and infection control procedures. If a qualified employee is required to quarantine or isolate due to a known exposure to a communicable disease while on duty and the leave is ordered by the person’s supervisor or the District’s health authority, they will be eligible for paid quarantine leave. A qualified employee is defined in Section 2- Chapter 180.08 of the Texas Local Government Code as an Emergency Medical Technician meaning an individual who is “certified as an emergency medical technician under Chapter 773, Health and Safety Code”. MCHD support staff will also be eligible for paid quarantine leave if the exposure occurred while on duty and the employee has worked onsite within 14 days prior to their date of exposure. Employees are expected to isolate while receiving paid quarantine leave or will be subject to disciplinary action. While on paid quarantine leave, the employee will receive the following for the duration of their leave:

- 1) Compensation for any missed shifts based on the employee’s assigned regular scheduled missed shifts
- 2) All employment benefits including, but not limited to, PTO accrual, holiday pay, health benefit plan benefits and pension benefits
- 3) Reimbursement for reasonable costs related to the quarantine, including lodging, medical, and transportation

**References:**

Original Date	07/2021
Review/Revision Date	09/2021
X Supersedes all Previous	
Approved by Compliance 9/15/2021	
Approved Board of Directors: 9/28/2021	

	<b>PAID QUARANTINE LEAVE POLICY</b>	<b>Page 1 of 2</b>
<b>Human Resources</b>	<b>Policy Number</b>	<b>CAAS Reference Number</b>
	<b>HR 25-315</b>	

**I. PURPOSE**

This policy shall provide guidance for compliance with Texas Local Government Code Section 180.008(b), which provides for paid leave, continuation of benefits, and expense reimbursement for an employee subject to quarantine due to a possible or known on the job exposure to a communicable disease as per Texas Health & Safety Code Section 81.003(1). This policy applies only to Montgomery County Hospital District employees who work as first responders.

**II. DEFINITIONS**

First responder-an individual certified as emergency medical services personnel by the Department of State Health Services and/or an emergency response operator or emergency services dispatcher who provides communication support services for an agency by responding to requests for assistance in emergencies

Local Health Authority- a physician appointed under the provisions of Local Public Health Reorganization Act, Health and Safety Code, Chapter 121 to administer state and local laws relating to public health within the appointing body's jurisdiction

On-duty-engaged in one's work duties prepared to respond immediately to 911 calls to provide care to those seeking emergency medical assistance

Isolation-separates sick people with a contagious disease from people who are not sick

Quarantine- separates and restricts the movement of people who were exposed to a contagious disease

**III. POLICY**

For certain highly contagious and dangerous communicable diseases listed below, the local health authority may order quarantine to prevent further spread of the disease. Isolation and quarantine are federally authorized for the following highly contagious and dangerous communicable diseases:

- Cholera
- Diphtheria
- Infectious tuberculosis
- Plague
- Smallpox

<b>Paid Quarantine Leave Policy</b>	<b>Policy Number HR 25-315</b>	<b>Page 2 of 2</b>
-------------------------------------	------------------------------------	--------------------

- Yellow fever
- Viral hemorrhagic fevers
- Severe acute respiratory syndromes
- Flu that can cause a pandemic
- Measles

Paid leave and benefits provided by this policy are only available to a first responder who is ordered to quarantine or isolate, due to a possible or known exposure to a communicable disease while on duty, for the period required by the local health authority or a supervisor working in accordance with the local health authority’s guidance.

A possible or known exposure occurs when, using the best information and guidance available at the time, it is determined that an employee was placed at risk of contracting a communicable disease while on duty (such as by prolonged exposure to a person known to be infected by a communicable disease).

An employee may be required to provide sufficient information to establish on duty exposure, and or proof of an order to quarantine in order to qualify for the benefits as detailed below.

If a first responder is ordered to quarantine in accordance with this policy, the employee will be placed on paid leave with no reduction of accrued leave balances for the duration of the quarantine period. The employee is also eligible for continuation of all customary benefits as if the employee were not on leave. Employees may also be eligible for reimbursement of expenses incurred due to quarantine, such as lodging, medical, and transportation.

Employees receiving paid quarantine leave are expected to follow the ordered quarantine or isolation precautions or will be subject to disciplinary action up to and including termination.

**References:**  
 Texas Local Government Code Section 180.008(b)  
 Texas Health & Safety Code Section 81.003(1)  
 Local Public Health Reorganization Act, Health and Safety Code, Chapter 121  
 Centers for Disease Control and Prevention Quarantine and Isolation

<p><b>Original Date 7/2021</b>  <b>Review/Revision Date 9/2021, 04/2023</b>  <input checked="" type="checkbox"/> <b>Supersedes all Previous</b>  <b>Approved by the Board of Directors: 4/25/23</b></p>
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# Agenda Item #11



We Make a Difference!

**To:** Board of Directors

**From:** James Campbell, EMS Chief

**Date:** April 25, 2023

**Re: Proclamation EMS Week – May 21-27, 2023**

---

Consider and act on Proclamation in support of National EMS Week, May 21-27, 2023. (Mr. Hudson, Chair – EMS Committee)

## PROCLAMATION

*To designate the Week of May 21-27, 2023, as Emergency Medical Services Week*

**WHEREAS,** the Montgomery County Hospital District provides Emergency Medical Services to the citizens of Montgomery County, Texas; and

**WHEREAS,** access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS,** the members of emergency medical service teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS,** the Montgomery County Hospital District Board hereby supports and recognizes the Montgomery County Hospital District Emergency Services Personnel as an integral partner to the citizens of Montgomery County.

**NOW, THEREFORE BE IT RESOLVED** that the Montgomery County Hospital District Board of Montgomery County, Texas does hereby proclaim the week of May 21-27, 2023 as:

**“EMERGENCY MEDICAL SERVICES WEEK”**



# Agenda Item # 12



We Make a Difference!

**To:** Board of Directors  
**From:** Melissa Miller, COO  
**Date:** April 25, 2023  
**Re:** **Dodge Chassis**

---

Staff is requesting approval to purchase up to 4 Dodge Ram 5500 Tradesmen Cab Chassis at a price of \$69,010 each. MCHD did not budget to purchase chassis in FY21 due to allow time to evaluate our ambulance model. In FY22 and FY23, MCHD was unable to purchase Dodge chassis due to supply chain issues. In order to maintain the fleet, we had no choice but to purchase Chevy chassis. EMS feedback is that the Chevy cabs have less headroom (tall crewmembers head touches the roof) and are cramped, uncomfortable with no space behind the seats to recline or store items need in the cab. Based on this feedback, an exhaustive search was done for Dodge Ram chassis. The Dodge Ram cab has an additional 1.5 inches of headroom as well as 8 inches behind the seat for storage and allows recline. On April 17, we were fortunate to find a dealer with two (2) Ram 5500 Diesel Cab Chassis with the ambulance package on the lot with additional units in transient.

The price of each unit is \$14,308 more than the Chevy or \$5.60/day based on a 7- year life.

Yes No N/A

- |                                     |                                     |                                     |                   |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Budgeted item?    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Within budget?    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Renewal contract? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | Special request?  |

# Agenda Item # 13



**To:** Board of Directors

**From:** Calvin Hon

**Date:** April 25<sup>th</sup>, 2023

**Re: Consider and act on annual GIS services contract for CAD operations**

---

Staff is requesting to approve a renewal contract with GeoComm, Inc. for GIS mapping data for the computer aided dispatch system (CAD). The CAD administrators work with Geo-comm, Inc. to add routable mapping data to the source data provided by Montgomery County 911. Routable data is needed to have driving directions and to determine closest unit to an EMS and/or Fire call. This mapping data includes the county and a 10 mile zone extending into surrounding counties. At this time, Montgomery County 911 does not provide routable GIS data.


This GIS consultant service is contracted under the Texas Department of Information Resources (TXDIR) under Contract #CPO-4499.

The cost of this \$39,938.78 and it is under budget.

As part of our CAD Interlocal agreement with the Woodlands Township, the Woodlands Fire Chief Doug Adams agreed to cost and pay for 43.3% which is \$17,293.49.

Fiscal Impact: Minimal

- | Yes                                 | No                                  | N/A                      |                   |
|-------------------------------------|-------------------------------------|--------------------------|-------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Budgeted item?    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Within budget?    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Renewal contract? |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Special request?  |

	<b>GIS Map Data Maintenance Services # 005179</b> March 1, 2023
<b>Geo-Comm, Inc.</b> <b>EIN # 41-1811590</b> <b>601 West St. Germain</b> <b>St. Cloud, MN 56301</b> <b>Phone (320) 240-0040</b>	<b>Montgomery County Hospital District</b> <b>Calvin Hon, BS, LP</b> <b>IT Manager</b> <b>1400 S Loop 336 West, Suite 500</b> <b>Conroe, TX 77304</b> <b>Phone (936) 523-1120</b> <b>E-mail <a href="mailto:chon@mchd-tx.org">chon@mchd-tx.org</a></b>

Service Category	Detailed Service Description	GeoComm Service Description	MSRP	DIR Customer Discount % off MSRP	DIR Total
Annual Pricing					
GIS Related Services	GIS services to set up map data for use in GIS software.	Montgomery County Hospital District, Texas GIS Map Data Maintenance	\$28,798.00	3.00%	\$27,934.06
GIS Related Services	GIS services to set up map data for use in GIS software.	Minor Updates to Surrounding Counties	\$1,785.00	3.00%	\$1,731.45
Technical Project Management	Technical project management of scope, schedule, and deliverables following project management principles.	Project Management	\$10,591.00	3.00%	\$10,273.27
<b>DIR Contract #CPO-4499</b>			<b>Total Annual Price: \$39,938.78</b>		
<b>Notes:</b> Pricing does not include administrative fees assessed by surrounding counties, if applicable. MCHD is responsible for paying applicable fees. GeoComm work related to making "minor updates to surrounding counties" will be limited to twelve (12) hours annually. Next renewal MRSP expected to increase 5%					

GIS map data maintenance services will be provided under this contract for one year from July 1, 2023, through June 30, 2024. A description of the services covered under this contract is attached and made a part of this agreement as Exhibit A.

Montgomery County Hospital District agrees to pay GeoComm \$39,938.78 invoiced net 45 days July 1, 2023.

<b>Montgomery County Hospital District</b>
Agency PO# (if required by Customer)
Print Name:
Signature:
Date:

## Exhibit A – GIS Map Data Maintenance Services

For your dispatch mapping software to operate with the critical accuracy required, it is imperatively the GIS data residing in the software is kept current. GeoComm will provide the Montgomery County Hospital District (MCHD) with GIS maintenance services.

GeoComm will use hard copy and/or digital resources provided by MCHD to update the map data layers for plotting wireline 9-1-1 calls. MCHD will provide GeoComm with the most current GIS data from the Montgomery County GIS department, along with GIS data from the Village of Creekside Park. GeoComm will detect any changes that have been made in the county's data, and use this as a basis for changing the following MCHD GIS layers:

- Road Centerlines
- Address Points
- Emergency Response Boundary
- Hydrants

Every two months GeoComm will:

- Update the road centerline layer with additions, deletions, and corrections
- Update the emergency response boundary layer when updates are requested
- Update the hydrant layer when updates are requested
- Update the address point layer with any additions, deletions, and/or corrections. MCHD must provide accurate location information or latitude and longitude for the approximate placement of address points not included in updated Montgomery County and Village of Creekside Park GIS layers
- Provide technical advice via telephone and email regarding unique addressing situations or addressing discrepancies, including regularly scheduled monthly or bimonthly conference calls
- Complete regular topology-related quality control on all map layers used for wireline 9-1-1 call plotting

A report to MCHD will be included with each bimonthly (6 per year) update, including lists of any changes made as well as a list of any issues that need further clarification from MCHD.

### Surrounding County Data

For surrounding counties, GeoComm will make minor updates as requested by MCHD not to exceed twelve (12) hours per a year. The following counties are included in the surrounding county area:

- Harris County
- Liberty County
- San Jacinto County
- Walker County
- Waller County
- Brazos County
- Grimes County

Contact **GIS Maintenance Bureau** for assistance with your GIS maintenance needs:

Phone 1.844.282.4507

Email [gis@geocomm.com](mailto:gis@geocomm.com)

### GeoComm Deliverables

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In addition to receiving general project support from GeoComm, MCHD will receive the following deliverables related to GIS maintenance:

- Updated road centerline, address point, hydrant, and emergency response boundary layers, provided as frequently as every two months for use in the customer's public safety software mapping systems
- Report of changes made to road centerline, address point, hydrant, and emergency service boundaries
- Responses to questions regarding unique addressing situations or addressing discrepancies as needed

- Regularly schedule meetings with the GeoComm project manager
- Minor updates to surrounding county data

### **MCHD Responsibilities**

It is requested that MCHD provide the following general project support:

- Provide pertinent project information and documentation
- Assist in ongoing quality control
- Provide a single point of contact at MCHD available for communication
- Submit required GIS information (e.g. GIS map data, public safety databases, and/or other resources) to our website (<http://www.geo-comm.com/industries/gis/data-submission/>).

In addition to the requirements above, MCHD will be responsible for the following project- specific support:

- Every two months, delivery of GIS data for Montgomery County and the Village of Creekside Park

### **State Specific Requirements**

GeoComm will work with each Customer to ensure map data meets or exceeds industry standards issued by the National Emergency Number Association (NENA) and State issued standards for Next Generation 9-1-1 (NG9-1-1). Additional charges may apply if new data layers need to be built due to State requirements.

### **GIS Maintenance Bureau Contact Information**

**Email:** [gis@geocomm.com](mailto:gis@geocomm.com)

**Phone:** 1.844.282.4507

**Upload Data:** <http://www.geo-comm.com/industries/gis/data-submission/>

**Uploading Data Notes:** Adobe Flash must be installed to upload files. All files must be compressed into a single (.zip) format. The zip file must be under 2GB. A confirmation e-mail will be sent once the file is received.

**Additional terms and conditions:** [www.geocomm.com/legal](http://www.geocomm.com/legal)

# Agenda Item # 14



We Make a Difference!

**To:** Board of Directors  
**From:** Melissa Miller, COO  
**Date:** April 25, 2023  
**Re: Tower Lease Amendment**

---

Consider and act on Magnolia tower lease amendment with The Montgomery County, Texas. (Mr. Spratt, Chair - PADCOM Committee)

## TOWER LEASE RENEWAL AGREEMENT

This renewal agreement is made by and between **THE MONTGOMERY COUNTY HOSPITAL DISTRICT, THE CITY OF CONROE, TEXAS**, both of which are jointly referred as (“Licensor”) and **THE MONTGOMERY COUNTY, TEXAS**, (“Licensee”) for the operation of communications equipment for the Montgomery County Sheriff’s Office.

### R E C I T A L S

WHEREAS, Licensor and Licensee entered into a lease agreement dated April 25, 2018 (the lease agreement) and

WHEREAS, the Licensor and Licensee desire to renew and extend such lease upon the terms and conditions hereinafter provided:

- 1. Renewal Term.** The Lease Term (as renewed and extended by this Tower Lease Renewal Agreement shall commence on May 24, 2023 (the Term Commencement Date) and shall continue for a period of five (5) years and zero (0) months expiring on May 23, 2028.
- 2. Fees** The Annual Rent is Eighty Three Thousand Fifty Dollars and Forty cents (\$83,050.40) per year adjusted on the anniversary thereafter of the commencement date. The annual escalator shall be 3% per year. Payment of the annual license fee shall be made and subject to the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.
- 3. Lease Provisions Incorporated.** Except to the extent of any conflict with the provisions of this Tower Lease Renewal Agreement, the terms and conditions of the First Amended Lease dated May 24, 2018, made by and between Licensor and Licensee are hereby ratified and adopted.

Signature Page To Follow

Magnolia Communication Tower  
14583 FM 1488.  
Magnolia, TX 77354  
Site #1282225

**“LICENSOR”**

Montgomery County Hospital District,  
LLC, a political subdivision of the  
State of Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

The City of Conroe, a political subdivision  
of the State of Texas

By: \_\_\_\_\_  
Name: Jody Czajkoski  
Title: Mayor  
Date: \_\_\_\_\_

**“LICENSEE”**

Montgomery County, Texas  
a political subdivision of the  
State of Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Agenda Item # 15



**To:** Board of Directors

**From:** Justin Evans

**Date:** April 25<sup>th</sup> 2023

**Re:** Consider and act on purchase of a Cummins Generator for Station 20

---

Consider and act on purchase of a Cummins Generator for Station 20 using HGAC Contract No. GE02-20

In the past, we have spent \$10,195.67 in repairs.  
This generator is 22 years old and parts are obsolete.  
There are currently aging components that have been quoted for repair at \$9,153.31

Please consider moving forward with the budgeted replacement of this generator rather than repair.

Quote is \$58,780.00 budget is \$60,000.00

- | Yes                                 | No                       | N/A                                 |                   |
|-------------------------------------|--------------------------|-------------------------------------|-------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | Budgeted item?    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | Within budget?    |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Renewal contract? |
| <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Special request?  |



April 17, 2023

To: HGAC Contract: GE02-20AB41

Prepared by

Jason Biondo  
 2815367724  
 ip940@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	<b>C125N6, 125kW, 60Hz, Standby, Natural Gas/Propane Genset</b> U.S. EPA, Stationary Emergency Application C125N6, 125kW, 60Hz, Standby, Natural Gas/Propane Genset Duty Rating-Standby Power (ESP) Emissions Certification-SI, EPA, Emergency, Stationary, 40CFR60 Listing-UL 2200 NFPA 110 Type 10 Level 1 Capable Control Mounting-Left Facing PowerCommand 2.3 Controller IBC Seismic Certification OSHPD Seismic Certification Gauge-Oil Pressure Stop Switch-Emergency Control Display Language-English Load Connection-Single Circuit Breaker, Location A, 200A-600A, 3P, LSI, 600 Volts AC, 80%, UL Bottom Entry, Right Engine Governor-Electronic, Isochronous Fuel System-Natural Gas/LPV, Auto Changeover Engine Starter-12 Volt DC Motor Engine Air Cleaner-Normal Duty Battery Charging Alternator Battery Charger-6 Amp, Regulated Engine Cooling-Radiator, High Ambient Air Temperature, Ship Fitted Shutdown-Low Coolant Level Extension-Coolant Drain Engine Coolant-50% Antifreeze, 50% Water Mixture Exciter/Regulator-Permanent Magnet Generator, 3 Phase Sensor Coolant Heater Voltage-120/208, 3 Phase, Wye, 4 Wire Engine Oil Standby 5 Year 2500 Hour Parts+Labor+Travel Alternator-60Hz, Reconnect, Full Output, 105C, 40C Ambient, Increased Motor Starting (IMS) Literature-English Packing-Skid, Poly Bag Extension-Oil Drain Battery Rack Alternator Heater, 120 Volt AC Aluminum Weather Protective Enclosure, with Exhaust System Enclosure Color-Green, Aluminum Enclosure-Wind Load 180 MPH, ASCE7-10 Skidbase-Housing Ready	1
2	<b>NG Regulator for C70 N6, C80 N6, C100 N6 and C125 N6 and C150 N6. Operating pressure: 6-14 inches w.c. Inlet size:1" or 1.25"</b>	1
3	<b>System Instruction for Site Personnel by Field Technician</b>	1
4	<b>Electronic O&amp;M Manuals</b>	1
5	<b>Internal labor rate for FSPG per hour for this branch</b>	14

6	Annunciator-Panel Mounted With Enclosure (RS485)	1
7	600A, N3R, 4 Pole, Cummins OTECC Frame	1

**GENERATOR TOTAL HGAC PRICING: \$ 48,798.00**

**ATS TOTAL: \$9,982.00**

**GRAND TOTAL: \$58,780.00**

Quote value does not include any tax.

**NOTES:**

- Current Submittal Lead Time: **xx** weeks
- Current Production Lead Time (*after receipt of approved submittal and accepted PO*):
  - Transfer Switch(es): **xx-xx** weeks
  - Generator: **xx-xx** weeks
- Proposal based upon supplied **xxxx** documents dated **xx/xx/xxxx** only.
- Price quoted is F.O.B. factory with freight allowed to the first U.S. destination.
- Price does not include any applicable taxes unless listed above.
- All ship loose items installed by others.
- Unloading, installation, and fuel are not included and will be the responsibility of others.
- **Indoor Generator:**
  - All exhaust and fuel piping provided by others. All calculations for determining of sizing of exhaust and fuel piping sizes provided by others.
  - Providing **xx** grade muffler and stainless-steel flex connector(s) only. All other piping, accessories and installation are provided by others.
- **Natural Gas or LP Gas Generator:**
  - Main gas regulator, flex piping and stepdown regulator provided by others. Installation of main gas regulator not done by Cummins Personnel
  - Gas Pressure – For generators between 20kW-200kW 6-14 inches H2O to engine, for generators 250kW - 750kW 15-20 inches H2O to engine– Main gas supply should be 5 PSI+ feeding a step-down regulator located as close to the engine as possible. Line should be dedicated to the generator.
- **Warranty:**  
 Cummins **x**-year warranty begins at the successful completion of startup and testing in lieu of acceptance or substantial completion.
- **Startup & Training:**
  - Providing Cummins standard startup and the specific testing listed above only. All other testing including NETA testing is provided by others.
  - Our proposal includes **xx** trips during normal business hours to complete the onsite services listed above. If additional trips or after-hours trips are required, additional cost will be incurred.
  - Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.
  - No videotaping is included with this quotation. All taping is supplied by others.
- **PMA:**  
 Generator Maintenance Agreement is not included and will be negotiated directly with the owner once equipment has been successfully started up and tested.
- *NOTICE: As a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor, or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service, or completion described herein, such date(s) is(are) subject to change.*

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.



Thank you for choosing Cummins.

**Submitted by:**

**Jason Biondo, Power Generation Sales**  
[jp940@cummins.com](mailto:jp940@cummins.com)  
2815367724

**SUBMITTALS.** An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

**THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Purchase Order No

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## **TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT**

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

### **SCOPE**

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 30 days, and the price is firm provided drawings are approved and returned within 30 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

### **SHIPPING; DELIVERY; DELAYS**

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from Fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

**AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

### **PAYMENT TERMS; CREDIT; RETAINAGE**

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

### **TAXES; EXEMPTIONS**

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

### **TITLE; RISK OF LOSS**

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

### **INSPECTION AND ACCEPTANCE**

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

### **LIEN; SECURITY AGREEMENT**

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

### **CANCELLATION; CHARGES**

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

### **MANUALS**

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

### **TRAINING; START UP SERVICES; INSTALLATION**

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

### **MANUFACTURER'S WARRANTY**

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

### **WARRANTY PROCEDURE**

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**LIMITATIONS ON WARRANTIES THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

#### **INDEMNITY**

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

#### **DEFAULT; REMEDIES**

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

#### **CUSTOMER REPRESENTATIONS; RELIANCE**

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

#### **CONFIDENTIALITY**

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

#### **GOVERNING LAW AND JURISDICTION**

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

#### **INSURANCE**

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.



## ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

## INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

## MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

## COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

**To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**

Check if this Agreement pertains to government work or facilities

New Provider(s) to Present to BOD

New Agreements
OTA's
Renewals
New Provider-Existing Facility Agreement
Existing Provider-New Facility Agreement

<u>BOD Meeting</u>	<u>Provider</u>	<u>Date Signed</u>	<u>Specialty</u>	<u>Primary Location</u>	<u>Affiliations</u>
April 2023	Sellers Ginger, DPM	4/10/2023 RJ	Podiatry	750 Fish Creek Thoroughfare, Montgomery TX 77316	HCA Conroe
	Achu Emmanuel, MD	4/10/2023 RJ	Cardiology	128 Vision Park, Shenandoah, TX 77384	HCA Conroe
	Flex Orthopedic Services	4/18/2023 RJ	Orthotics & Prosthetics	440 Benmar Dr, Houston, TX 77060	N/A



# Agenda Item # 17



**To:** Board of Directors

**From:** Ade Moronkeji

**Date:** April 25, 2023

**Re:** Consider and act on revisions and modifications to Healthcare Assistance Program (HCAP) which is comprised of the Montgomery County Indigent Care Plan and the Medical Assistance Plan Handbooks (Mrs. Wagner, Chair-Indigent Care Committee)

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Revisions are based on the 2023 Federal Poverty monthly income standard

**MCICP Current Guidelines:**

- Section Two, Eligibility Criteria, Budgeting Income

**MONTGOMERY COUNTY HOSPITAL DISTRICT  
MONTGOMERY COUNTY INDIGENT CARE PLAN  
INCOME GUIDELINES (21% FPIL) EFFECTIVE 04/01/22**

<b># of Individuals in the MCICP Household</b>	<b>21% FPG Minimum Income Standard</b>
1	\$238
2	\$321
3	\$404
4	\$486
5	\$569
6	\$651
7	\$734
8	\$817
9	\$899
10	\$982
11	\$1,064
12	\$1,147

**New Guidelines:**

- Section Two, Eligibility Criteria, Budgeting Income

**CIHCP Monthly Income Standards Effective April 2023**

Based on the **2023** Federal Poverty Guideline (FPG)

<b># of Individuals in the MCICP Household</b>	<b>21% FPG Minimum Income Standard</b>
<b>1</b>	<b>\$255</b>
<b>2</b>	<b>\$345</b>
<b>3</b>	<b>\$435</b>
<b>4</b>	<b>\$525</b>
<b>5</b>	<b>\$615</b>
<b>6</b>	<b>\$705</b>
<b>7</b>	<b>\$795</b>
<b>8</b>	<b>\$885</b>
<b>9</b>	<b>\$975</b>
<b>10</b>	<b>\$1,065</b>
<b>11</b>	<b>\$1,155</b>
<b>12</b>	<b>\$1,245</b>

- **Potential Impact of revision:** This revision updates our income guidelines to match the Federal Poverty Income Limits that generally are updated for all entitlement programs, due to annual cost of living adjustments, each March/April. The HCAP program updates its FPIL guidelines when the State County Indigent Healthcare Program publishes its new guidelines. This revision potentially will result in more applicants qualifying for assistance under the MCICP program.

**MAP Current Guidelines:**

- Section Two, Eligibility Criteria, Budgeting Income

**MONTGOMERY COUNTY HOSPITAL DISTRICT  
MEDICAL ASSISTANCE PLAN INCOME GUIDELINES INCOME  
GUIDELINES (150% FPIL) EFFECTIVE 04/01/22**

<b># of Individuals in the MAP Household</b>	<b>150% FPG Minimum Income Standard</b>
1	\$1,699
2	\$2,289
3	\$2,879
4	\$3,469
5	\$4,059
6	\$4,649
7	\$5,239
8	\$5,829
9	\$6,419
10	\$7,009
11	\$7,599
12	\$8,189

**New Guidelines:**

- Section Two, Eligibility Criteria, Budgeting Income

**CIHCP Monthly Income Standards Effective April 2023**  
Based on the **2023** Federal Poverty Guideline (FPG)

<b># of Individuals in the MAP Household</b>	<b>150% FPG Minimum Income Standard</b>
1	\$1,823
2	\$2,465
3	\$3,108
4	\$3,750
5	\$4,393
6	\$5,035
7	\$5,678
8	\$6,320
9	\$6,963
10	\$7,605
11	\$8,248
12	\$8,890

- **Potential Impact of revision:** This revision updates our income guidelines to match the Federal Poverty Income Limits that generally are updated for all entitlement programs, due to annual cost of living adjustments, each March/April. The HCAP program updates its FPIL guidelines when the State County Indigent Healthcare Program publishes its new guidelines. This revision potentially will result in more applicants qualifying for assistance under the MAP program.

Fiscal Impact:

Yes	No	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Budgeted item?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Within budget?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Renewal contract?
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special request?

# Montgomery County Hospital District

## Montgomery County Indigent Care Plan

### Handbook Procedures and Guidelines

Revised April 1, ~~2022~~ 2023

Board Reviewed/Approved

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**MONTGOMERY COUNTY HOSPITAL DISTRICT**  
**MONTGOMERY COUNTY INDIGENT CARE PLAN HANDBOOK**  
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*Note: Appendices may be changed or revised as needed with authorization from the Chief Operating Officer, Chief Financial Officer, and/or Chief Executive Officer of the District.*

## **TECHNICAL ASSISTANCE**

The Montgomery County Indigent Care Plan (MCICP) may be contacted at:

Montgomery County Indigent Care Plan Office  
1400 South Loop 336 West (First floor)  
Conroe, Texas, 77304

Office Hours:

Monday through Thursday:  
7:30am - 4:30pm

Friday:  
7:30am - 11:30am

Office: (936) 523-5100  
Fax: (936) 539-3450

<http://www.mchd-tx.org/>

**Individual staff members can be contacted at (936) 523-5000.**

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Eligibility Supervisor  
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***As not all situations are covered in this manual and thereby the Chief Operating Officer, Chief Financial Officer, and/or Chief Executive Officer for Montgomery County Hospital District have administrative control over the Montgomery County Indigent Care Plan and are authorized to overrule and make management decisions for special circumstances, as they deem necessary.***



# **SECTION ONE PLAN ADMINISTRATION**

## ***INTRODUCTION***

The Montgomery County Hospital District is charged by Article IX, section 9 of the Texas Constitution to provide certain health care services to the County's needy inhabitants. In addition, section 61.055 of the Texas Indigent Health Care And Treatment Act, (Ch. 61 Texas Health & Safety Code) requires the Montgomery County Hospital District to provide the health care services required under the Texas Constitution and the statute creating the District. The District's enabling legislation in section 5(a) provides that the Board of Directors of the District shall have the power and authority to promulgate rules governing the health care services to be delivered by the District in Montgomery County.

The Board of Directors of the Montgomery County Hospital District is committed to ensure that the needy inhabitants of the County receive quality health care services in an equitable and non-discriminatory manner through the District's Montgomery County Indigent Care Plan. The Board of Directors believes quality medical care services can be provided to the County's needy inhabitants in a manner that is fair and equitable, efficient and without undue expense of local taxpayer dollars, which fund such care.

These Montgomery County Indigent Care Plan Policies are promulgated and approved pursuant to section 5(a) of the District's enabling legislation and are intended to provide guidelines and rules for the qualification and enrollment of participants into the District's Montgomery County Indigent Care Plan. These policies are intended to track and be in harmony with the indigent health care Plan policies approved by the Texas Department of State Health Services and imposed upon non-hospital district counties pursuant to the Indigent Health Care and Treatment Act. It is the intent of the Board of Directors that these policies are to apply to "indigents" as defined in Ch. 61 of the Texas Health & Safety Code, such determination using the eligibility guidelines set forth in Chapter 61 and the rules adopted by the Texas Department of State Health

SECTION ONE  
PLAN ADMINISTRATION  
INTRODUCTION

Services. In addition, these policies are intended to ensure the delivery of quality and medically necessary healthcare services to Plan participants in a fair and non-discriminatory manner. These policies are not intended to apply to persons who do not qualify as “indigent” per Ch. 61 of the Texas Health & Safety Code; however, such persons may be covered under other health care Plans provided by the District.

These Montgomery County Indigent Care Plan Policies are intended to cover the delivery of health care services to needy indigent residents of the District. Such residents are not employees of the District therefore these policies do not create benefits or rights under ERISA, COBRA or other employment-related statutes, rules or regulations. These policies are intended to comply with medical privacy regulations imposed under HIPAA and other state regulations but are superseded by such statutes to the extent of any conflict. Compliance with ADA and other regulations pertaining to disabled individuals shall not be the responsibility of the District, but shall be the responsibility of those medical providers providing services to the District's needy inhabitants. As a hospital district, only certain provisions of the Indigent Healthcare and Treatment Act (Ch. 61 Texas Health & Safety Code) apply to services provided by the District, including these Policies.

These policies may be amended from time to time by official action of the District's Board of Directors.

- MCHD's Enabling Legislation may be found in Appendix II.
- Chapter 61, Health and Safety Code may be found in Appendix III or online at <http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.61.htm>.

**MCHD MCICP Handbook**

The MCHD MCICP Handbook is sometimes referred to in other agreements as the “MCICP Plan”, “Plan”, or “Plan Document.”

The purpose of the MCHD MCICP Handbook is to:

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INTRODUCTION

- Establish the eligibility standards and application, documentation, and verification procedures for MCHD MCICP,
- Define basic and extended health care services.

## ***GENERAL ADMINISTRATION***

### **MCHD Responsibility**

The District will:

- Administer a county wide indigent health care program
- Serve all of and only Montgomery County's Needy Inhabitants
  - Needy inhabitants is defined by the district as any individual who meets the eligibility criteria for the Plan as defined herein and who meet an income level up to 21% of FPIL
- Provide basic health care services to eligible Montgomery County residents who have a medical necessity for healthcare
- Follow the policies and procedures described in this handbook, save and except that any contrary and/or conflicting provisions in any contract or agreement approved by the District's Board of Directors shall supersede and take precedence over any conflicting provisions contained in this Handbook. (See Exclusions And Limitations section below).
- Establish an application process
- Establish procedures for administrative hearings that provide for appropriate due process, including procedures for appeals requested by clients that are denied
- Adopt reasonable procedures
  - For minimizing the opportunity for fraud
  - For establishing and maintaining methods for detecting and identifying situations in which a question of fraud may exist, and
  - For administrative hearings to be conducted on disqualifying persons in cases where fraud appears to exist
- Maintain the records relating to an application at least until the end of the third complete MCHD fiscal year following the date on which the application is submitted

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GENERAL ADMINISTRATION

- Montgomery County Hospital District will validate the accuracy of all disclosed information, especially information that may appear fraudulent or dishonest. Additionally, any applicant may be asked to produce additional information or documentation for any part of the Eligibility process
  
- Public Notice. Not later than the beginning of MCHD's operating year, the District shall specify the procedure it will use during the operating year to determine eligibility and the documentation required to support a request for assistance and shall make a reasonable effort to notify the public of the procedure
  
- Establish an optional work registration procedure that will contact the local Texas Workforce Commission (TWC) office to determine how to establish their procedure and to negotiate what type of information can be provided. In addition, MCHD must follow the guidelines below
  1. Notify all eligible residents and those with pending applications of the Plan requirements at least 30 days before the Plan begins.
  
  2. Allow an exemption from work registration if applicants or eligible residents meet one of the following criteria:
    - Receive food stamp benefits,
    - Receive unemployment insurance benefits or have applied but not yet been notified of eligibility,
    - Physically or mentally unfit for employment,
    - Age 18 and attending school, including home school, or on employment training program on at least a half-time basis,
    - Age 60 or older,
    - Parent or other household member who personally provides care for a child under age 6 or a disabled person of any age living with the household,
    - Employed or self-employed at least 30 hours per week,
    - Receive earnings equal to 30 hours per week multiplied by the federal minimum wage.

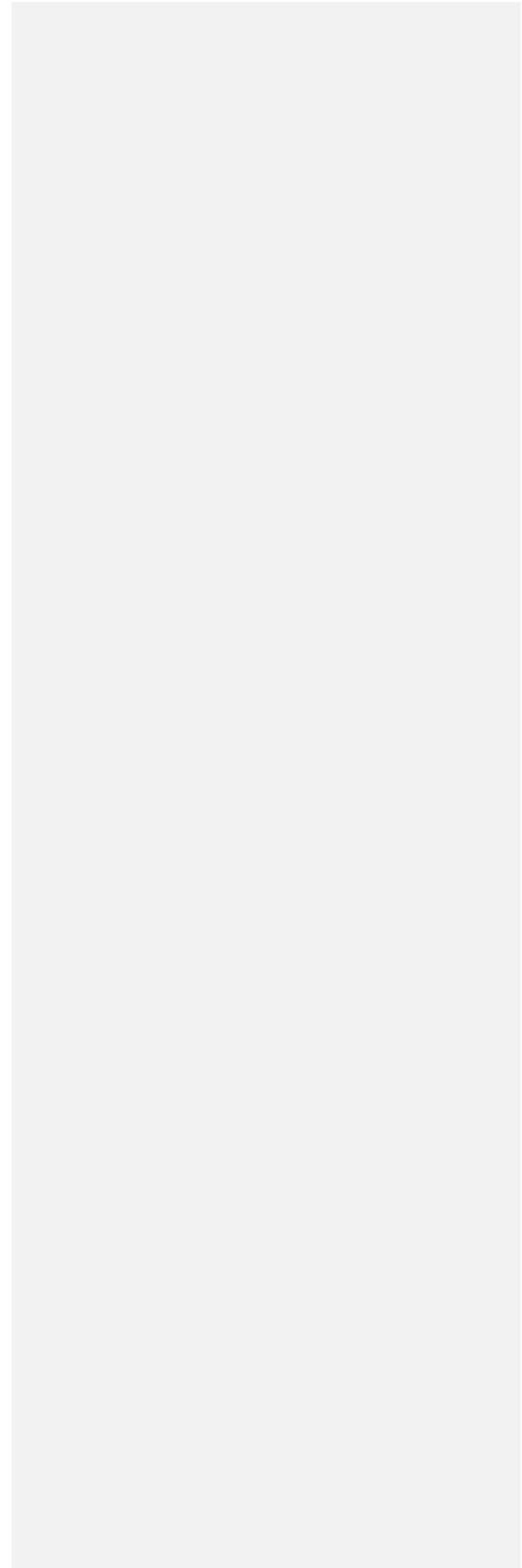
If there is ever a question as to whether or not an applicant should be exempt from work registration, contact the local Texas Workforce Commission (TWC) office when in doubt.

3. If a non-exempt applicant or MCHD MCICP eligible resident fails without good cause to comply with work registration requirements, disqualify him from MCHD MCICP as follows:

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GENERAL ADMINISTRATION

- For one month or until he agrees to comply, whichever is later, for the first non-compliance;
  - For three consecutive months or until he agrees to comply, whichever is later, for the second non-compliance; or
  - For six consecutive months or until he agrees to comply, whichever is later, for the third or subsequent non-compliance.
- Establish Behavioral Guidelines that all applicants and MCICP clients must follow in order to protect MCHD employees, agents such as third party administrators, and providers. Each situation will be carefully reviewed with the Chief Operating Officer, Chief Financial Officer, and/or Chief Executive Officer for determination. Failure to follow the guidelines will result in definitive action and up to and including refusal of coverage or termination of existing benefits.

# **SECTION TWO ELIGIBILITY CRITERIA**





## ***RESIDENCE***

### **General Principles**

- A person must live in the Montgomery County prior to filing an application.
- An inmate of a county correctional facility, who is a resident of another Texas county, would not be required to apply for assistance to their county of residence. They may apply for assistance to the county of where they are incarcerated.
- A person lives in Montgomery County if the person's home and/or fixed place of habitation is located in the county and he intends to return to the county after any temporary absences.
- A person with no fixed residence or a new resident in the county who declares intent to remain in the county is also considered a county resident if intent is proven. Examples of proof of intent can include the following: change of driver's license, change of address, lease agreement, and proof of employment.
- A person does not lose his residency status because of a temporary absence from Montgomery County.
- A person cannot qualify for more than one entitlement program from more than one county simultaneously.
- A person living in a Halfway House may be eligible for MCICP benefits after he has been released from the Texas Department of Corrections if the state only paid for room and board at the halfway house and did not cover health care services.
  - If this person otherwise meets all eligibility criteria and plans to remain a resident of the county where the halfway house is located, this person is eligible for the MCICP.
  - If this person plans to return to his original county of residence, which is not the county where the halfway house is located, this person would not be considered a resident of the county and therefore not eligible for the MCICP.
- Persons Not Considered Residents:

SECTION TWO  
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RESIDENCE

- An inmate or resident of a state school or institution operated by any state agency,
- An inmate, patient, or resident of a school or institution operated by a federal agency,
- A minor student primarily supported by his parents whose home residence is in another county or state,
- A person living in an area served by a public facility, and
- A person who moved into the county solely for the purpose of obtaining health care assistance.

### **Verifying Residence**

Verify residence for all clients.

Proof may include but is not limited to:

- Mail addressed to the applicant, his spouse, or children,
- Texas driver's license or other official identification,
- Rent, mortgage payment, or utility receipt,
- Property tax receipt,
- Voting record,
- School enrollment records, and
- Lease agreement.

No PO boxes are allowed to verify a residence, so all clients must provide a current physical address.

No medical (hospital) bills, invoices, nor claims may be used to prove/verify a residence.

### **Documenting Residence**

On HCAP Form 101, document why information regarding residence is questionable and how questionable residence is verified.

## ***CITIZENSHIP***

### **General Principles**

- A person must be a natural born citizen, a naturalized citizen, or a documented alien with a current legal residency status.

## ***HOUSEHOLD***

### **General Principles**

- A MCHD MCICP household is a person living alone or two or more persons living together where legal responsibility for support exists, excluding disqualified persons.
- Legal responsibility for support exists between:
  - Persons who are legally married under the laws of the State of Texas, (including common-law marriage),
  - A legal parent and a minor child (including unborn children), or
  - A managing conservator and a minor child.
- Medicaid is the only program that disqualifies a person from the Montgomery County Indigent Care Plan.

### **MCHD MCICP Household**

The MCHD MCICP household is a person living alone or two or more persons living together where legal responsibility for support exists, excluding disqualified persons.

#### Disqualified Persons

- A person who receives or is categorically eligible to receive Medicaid,
- A person who receives TANF benefits,
- A person who receives SSI benefits and is eligible for Medicaid,
- A person who receives Qualified Medicare Beneficiary (QMB), Medicaid Qualified Medicare Beneficiary (MQMB), Specified Low-Income Medicare Beneficiary (SLMB), Qualified Individual-1 (QI-1); or Qualified Disabled and Working Individuals (QDW I), and
- A Medicaid recipient who partially exhausts some component of his Medicaid benefits,

A disqualified person is not a MCHD MCICP household member regardless of his legal responsibility for support.

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HOUSEHOLD

MCHD MCICP One-Person Household

- . A person living alone,
- . An adult living with others who are not legally responsible for the adult's support,
- . A minor child living alone or with others who are not legally responsible for the child's support,
- . A Medicaid-ineligible spouse,
- . A Medicaid-ineligible parent whose spouse and/or minor children are Medicaid-eligible,
- . A Medicaid-ineligible foster child, and
- . An inmate in a county jail (not state or federal).

MCHD MCICP Group Households – two or more persons who are living together and meet one of the following descriptions:

- . Two persons legally married to each other,
- . One or both legal parents and their legal minor children,
- . A managing conservator and a minor child and the conservator's spouse and other legal minor children, if any,
- . Minor children, including unborn children, who are siblings, and
- . Both Medicaid-ineligible parents of Medicaid-eligible children.

**Verifying Household**

All households are verified.

Proof may include but is not limited to:

- . Lease agreement or
- . Statement from a landlord, a neighbor, or other reliable source.

**Documenting Household**

On HCAP Form 101, document why information regarding household is questionable and how questionable household is verified.

## **RESOURCES**

### **General Principles**

- . A household must pursue all resources to which the household is legally entitled unless it is unreasonable to pursue the resource. Reasonable time (at least three months) must be allowed for the household to pursue the resource, which is not considered accessible during this time.
- . The resources of all MCHD MCICP household members are considered.
- . Resources are either countable or exempt.
- . Resources from disqualified and non-household members are excluded, but may be included if processing an application for a sponsored alien.
- . A household is not eligible if the total countable household resources exceed:
  - o \$3,000.00 when a person who is aged or has disabilities and who meets relationship requirements lives in the home or
  - o \$2,000.00 for all other households.
- . A household is not eligible if their total countable resources exceed the limit on or after:
  - o A household is not eligible if their total countable resources exceed the limit on or after the first interview date or the process date for cases processed without an interview.
- . In determining eligibility for a prior month, the household is not eligible if their total countable resources exceed the limit anytime during the prior month.
- . Consider a joint bank account with a nonmember as inaccessible if the money in the account is used solely for the nonmember's benefit. The CIHCP household must provide verification that the bank account is used solely for the nonmember's benefit and that no CIHCP household member uses the money in the account for their benefit. If a household member uses any of the money for their benefit or if any household member's money is also in the account, consider the bank account accessible to the household.

### **Alien Sponsor's Resources**

Calculate the total resources accessible to the alien sponsor's household according to the same rules and exemptions for resources that apply for the sponsored alien applicant. The total countable resources for the alien sponsor household will be added to the total countable resources of the sponsored alien applicant.

Please refer to Texas Health and Safety Code, Chapter 61, §61.012.

Sec.61.012. REIMBURSEMENT FOR SERVICES.

(a) In this section, "sponsored alien" means a person who has been lawfully admitted to the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. Section 1101 et seq.) and who, as a condition of admission, was sponsored by a person who executed an affidavit of support on behalf of the person.

(b) A public hospital or hospital district that provides health care services to a sponsored alien under this chapter may recover from a person who executed an affidavit of support on behalf of the alien the costs of the health care services provided to the alien.

(c) A public hospital or hospital district described by Subsection (b) must notify a sponsored alien and a person who executed an affidavit of support on behalf of the alien, at the time the alien applies for health care services, that a person who executed an affidavit of support on behalf of a sponsored alien is liable for the cost of health care services provided to the alien.

(b) Section 61.012, Health and Safety Code, as added by this section, applies only to health care services provided by a public hospital or hospital district on or after the effective date of this act.

### **Bank Accounts**

Count the cash value of checking and savings accounts for the current month as income and for prior months as a resource unless exempt for another reason.

### **Burial Insurance (Prepaid)**

Exempt up to \$7,500 cash value of a prepaid burial insurance policy, funeral plan, or funeral agreement for each certified household member.

Count the cash value exceeding \$7,500 as a liquid resource.

### **Burial Plots**

Exempt all burial plots.

### **Crime Victim's Compensation Payments**

Exempt.

### **Energy Assistance Payments**

Exempt payments or allowances made under any federal law for the purpose of energy assistance.

### **Exemption: Resources/Income Payments**

If a payment or benefit counts as income for a particular month, do count it as a resource in the same month. If you prorate a payment income over several months, do not count any portion of the payment resource during that time.

**Example:** Income of students or self-employed persons that is prorated over several months.

If the client combines this money with countable funds, such as a bank account, exempt the prorated amounts for the time you prorate it.

### **Homestead**

Exempt the household's usual residence and surrounding property not separated by property owned by others. The exemption remains in effect if public rights of way, such as roads, separate the surrounding property from the home. The homestead exemption applies to any structure the person uses as a primary residence, including additional buildings on contiguous land, a houseboat, or a motor home, as long as the household lives in it. If the household does not live in the structure, count it as a resource.



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RESOURCES

Houseboats and Motor Homes. Count houseboats and motor homes according to vehicle policy, if not considered the household's primary residence or otherwise exempt.

Own or Purchasing a Lot. For households that currently do not own a home, but own or are purchasing a lot on which they intend to build, exempt the lot and partially completed home.

Real Property Outside of Texas. Households cannot claim real property outside of Texas as a homestead, except for migrant and itinerant workers who meet the residence requirements.

Homestead Temporarily Unoccupied. Exempt a homestead temporarily unoccupied because of employment, training for future employment, illness (including health care treatment), casualty (fire, flood, state of disrepair, etc.), or natural disaster, if the household intends to return.

Sale of a Homestead. Count money remaining from the sale of a homestead as a resource.

### **Income- Producing Property**

Exempt property that:

- Is essential to a household member's employment or self-employment (examples: tools of a trade, farm machinery, stock, and inventory). Continue to exempt this property during temporary periods of unemployment if the household member expects to return to work;
- Annually produces income consistent with its fair market value, even if used only on a seasonal basis; or
- Is necessary for the maintenance or use of a vehicle that is exempt as income producing or as necessary for transporting a physically disabled household member. Exempt the portion of the property used for this purpose.

For farmers or fishermen, continue to exempt the value of the land or equipment for one year from the date that the self-employment ceases.

### **Insurance Settlement**

Count, minus any amount spent or intended to be spent for the Household's bills for burial, health care, or damaged/lost possessions

### **Law suit Settlement**

Count, minus any amount spent or intended to be spent for the household's bills for burial, legal expenses, health care expenses, or damaged/lost possessions.

### **Life Insurance**

Exempt the cash value of life insurance policies.

### **Liquid Resources**

Count, if readily available. Examples include but are not limited to cash, a checking accounts, a savings accounts, a certificates of deposit (CDs), notes, bonds, and stocks.

### **Loans (Non-Educational)**

Exempt these loans from resources.

Consider financial assistance as a loan if there is an understanding that the loan will be repaid and the person can reasonably explain how he will repay it.

Count assistance not considered a loan as unearned income (contribution).

### **Lump-Sum Payments**

Effective January 1, 2013 exempt federal tax refunds permanently as income and resources for 12 months after receipt. Exempt the Earned Income Credit (EIC) for a period of 12 months after receipt through December 31, 2018.

Count lump sum payments received once a year or less frequently as resources in the month received, unless specifically exempt.

Countable lump-sum payments include but are not limited to lump-sum insurance settlements, lump-sum payments on child support, public assistance, refunds of security deposits on rental property or utilities, retirement benefits, and retroactive lump sum RSDI.

Count lump-sum payments received or anticipated to be received more often than once a year as unearned income in the month received.

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Exception: Count contributions, gifts, and prizes as unearned income in the month received regardless of the frequency of receipt.

**Personal Possessions**

Exempt.

**Real Property**

Count the equity value of real property unless it is otherwise exempt. Exempt any portion of real property directly related to the maintenance or use of a vehicle necessary for employment or to transport a physically disabled household member. Count the equity value of any remaining portion unless it is otherwise exempt.

Good Faith Effort to Sell. Exempt real property if the household is making a good effort to sell it.

Jointly Owned Property. Exempt property jointly owned by the household and other individuals not applying for or receiving benefits if the household provides proof that he cannot sell or divide the property without consent of the other owners and the other owners will not sell or divide the property.

**Reimbursement**

Exempt a reimbursement in the month received. Count as a resource in the month after receipt.

Exempt a reimbursement earmarked and used for replacing and repairing an exempt resource. Exempt the reimbursement indefinitely.

**Retirement Accounts**

A retirement account is one in which an employee and/or his employer contribute money for retirement. There are several types of retirement plans.

Some of the most common plans authorized under Section 401 (a) of the Internal Revenue Services (IRS) Code are the 401 (k) plan, Keogh, Roth Individual Retirement Account (IRA), and a pension or traditional benefit plan. Common plans under Section 408 of the IRS Code are the IRA, Simple IRA and Simplified Employer Plan.

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RESOURCES

A 401K plan allows an employee to postpone receiving a portion of current income until retirement.

An individual retirement account (IRA) is an account in which an individual contributes an amount of money to supplement his retirement income (regardless of his participation in a group retirement plan).

A Keogh plan is an IRA for a self-employed individual.

A Simplified Employee Pension (SEP) plan is an IRA owned by an employee to which an employer makes contributions or an IRA owned by a self-employed individual who contributes for himself.

A pension or traditional defined benefit plan is employed based and promises a certain benefit upon retirement regardless of investment performance.

Exclude all retirement accounts or plans established under:

- Internal Revenue Code of 1986, Sections 401(a), 403(a), 403(b), 408, 408A, 457(b), 501(c)(18);
- Federal Thrift Savings Plan, Section 8439, Title 5, United States Code; and
- Other retirement accounts determined to be tax exempt under the Internal Revenue Code of 1986.

Count any other retirement accounts not established under plans or codes listed above.

### **Trust Fund**

Exempt a trust fund if all of the following conditions are met:

- The trust arrangement is unlikely to end during the certification period; and
- No household member can revoke the trust agreement or change the name of the beneficiary during the certification period; and
- The trustee of the fund is either a
  - Court, institution, corporation, or organization not under the direction or ownership of a household member; or

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 RESOURCES

- o Court-appointed individual who has court-imposed limitations placed on the use of the funds; and
- The trust investments do not directly involve or help any business or corporation under the control, direction, or influence of a household member. Exempt trust funds established from the household's own funds if the trustee uses the funds
  - o Only to make investments on behalf of the trust or
  - o To pay the education or health care expenses of the beneficiary.

**Vehicles**

Exempt a vehicle necessary to transport physically disabled household members, even if disqualified and regardless of the purpose of the trip. Exempt no more than one vehicle for each disabled member. There is no requirement that the vehicle be used primarily for the disabled person.

Exempt up to \$15,000 FMV of one primary vehicle per household necessary to transport household members, regardless of the purpose of the trip.

Exempt vehicles if the equity value is less than \$4,650, regardless of the number of vehicles owned by the household. Count the value in excess of \$4,650 toward the household's resource limit. **Examples listed below:**

\$15,000	(FMV)	\$9,000	(FMV)
<u>-12,450</u>	(Amount still owed)	<u>- 0</u>	(Amount still owed)
\$2,550	(Equity Value)	\$9,000	(Equity Value)
<u>-4,650</u>	(Countable resource)	<u>-4,650</u>	(Countable resource)
\$0		\$4,350	

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Income-producing Vehicles. Exempt the total value of all licensed vehicles used for income-producing purposes. This exemption remains in effect when the vehicle is temporarily not in use. A vehicle is considered income producing if it:

- Is used as a taxi, a farm truck, or fishing boat,
- Is used to make deliveries as part of the person's employment,
- Is used to make calls on clients or customers,
- Is required by the terms of employment, or
- Produces income consistent with its fair market value.

Solely Owned Vehicles. A vehicle, whose title is solely in one person's name, is considered an accessible resource for that person. This includes the following situations:

- Consider vehicles involved in community property issues to belong to the person whose name is on the title.
- If a vehicle is solely in the household member's name and the household member claims he purchased it for someone else, the vehicle is considered as accessible to the household member.

Exceptions: The vehicle is inaccessible if the titleholder verifies:  
[complete documentation is required in each of the situations below]

- That he sold the vehicle but has not transferred the title. In this situation, the vehicle belongs to the buyer. Note: Count any payments made by the buyer to the household member or the household member's creditors (directly) as self-employment income.
- That he sold the vehicle but the buyer has not transferred the title into the buyer's name.
- That the vehicle was repossessed.
- That the vehicle was stolen.
- That he filed for bankruptcy (Title 7, 11, or 13) and that the household member is not claiming the vehicle as exempt from the bankruptcy.
  - Note: In most bankruptcy petitions, the court will allow each adult individual to keep one vehicle as exempt for the bankruptcy estate. This vehicle is a countable resource.

A vehicle is accessible to a household member even though the title is not in the household member's name if the household member purchases or is purchasing the vehicle from the person who is the titleholder or if the household member is legally entitled to the vehicle through an inheritance or divorce settlement.

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Jointly Owned Vehicles. Consider vehicles jointly owned with another person not applying for or receiving benefits as inaccessible if the other owner is not willing to sell the vehicle.

Leased Vehicles. When a person leases a vehicle, they are not generally considered the owner of the vehicle because the

- Vehicle does not have any equity value,
- Person cannot sell the vehicle, and
- Title remains in the leasing company's name.

Exempt a leased vehicle until the person exercises his option to purchase the vehicle. Once the person becomes the owner of the vehicle, count it as a resource. The person is the owner of the vehicle if the title is in their name, even if the person and the dealer refer to the vehicle as leased. Count the vehicle as a resource.

How To Determine Fair Market Value of Vehicles.

- Determine the current fair market value of licensed vehicles using the average trade-in or wholesale value listed on a reputable automotive buying resource website (i.e., National Automobile Dealers Association (NADA), Edmunds, or Kelley Blue Book). Note: If the household claims that the listed value does not apply because the vehicle is in less-than-average condition, allow the household to provide proof of the true value from a reliable source, such as a bank loan officer or a local licensed car dealer.
- Do not increase the basic value because of low mileage, optional equipment, or special equipment for the handicapped.
- Accept the household's estimate of the value of a vehicle no longer listed on an automotive buying resource website unless it is questionable and would affect the household's eligibility. In this case, the household must provide an appraisal from a licensed car dealer or other evidence of the vehicle's value, such as a tax assessment or a newspaper advertisement indicating the sale value of similar vehicles.
- Determine the value of new vehicles not listed on an automotive buying resource website by asking the household to provide an estimate of the average trade-in or wholesale value from a new car dealer or a bank loan officer. If this cannot be done, accept the household's estimate unless it is questionable and would affect eligibility. Use the vehicle's loan value only if other sources are unavailable. Request proof of the value of licensed antique, custom made, or classic vehicles from the household if you cannot make an accurate appraisal.

### Penalty for Transferring Resources

A household is ineligible if, within three months before application or any time after certification, they transfer a countable resource for less than its fair market value to qualify for health care assistance.

This penalty applies if the total of the transferred resource added to other resources affects eligibility.

Base the length of denial on the amount by which the transferred resource exceeds the resource maximum when added to other countable resources.

Use the chart below to determine the length of denial.

<b>Amount in Excess of Resource Limit</b>	<b>Denial Period</b>
\$ .01 to \$ 249.99	1 month
\$ 250.00 to \$ 999.99	3 months
\$1,000.00 to \$2,999.99	6 months
\$3,000.00 to \$4,999.99	9 months
\$5,000.00 or greater	12 months

If the spouses separate and one spouse transfers his property, it does not affect the eligibility of the other spouse.

### Verifying Resources

Verify all countable resources.

Proof may include but is not limited to:

- . Bank account statements and
- . Award letters.

### Documenting Resources

On HCAP Form 101, document whether a resource is countable or exempt and how resources are verified.



## ***INCOME***

### **General Principles**

- A household must pursue and accept all income to which the household is legally entitled, unless it is unreasonable to pursue the resource. Reasonable time (at least three months) must be allowed for the household to pursue the income, which is not considered accessible during this time.
- The income of all MCHD MCICP household members is considered.
- Income is either countable or exempt.
- If attempts to verify income are unsuccessful because the payer fails or refuses to provide information and other proof is not available, the household's statement is used as best available information.
- All income of a disqualified person is exempt.
- Income of disqualified and non-household members is excluded, but may be included if processing an application for a sponsored alien.

### **Adoption Payments**

Exempt.

### **Alien Sponsor's Income**

Calculate the total income accessible to the alien sponsor's household according to the same rules and exemptions for income that apply for the sponsored alien applicant. The total countable income for the alien sponsor household will be considered unearned income and added to the total countable income of the sponsored alien applicant.

Please refer to Texas Health and Safety Code, Chapter 61, §61.012.

#### **Sec. 61.012. REIMBURSEMENT FOR SERVICES.**

(a) In this section, "sponsored alien" means a person who has been lawfully admitted to the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. Section 1101 et seq.) and who, as a condition of admission, was sponsored by a person who executed an affidavit of support on behalf of the person.

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(b) A public hospital or hospital district that provides health care services to a sponsored alien under this chapter may recover from a person who executed an affidavit of support on behalf of the alien the costs of the health care services provided to the alien.

(c) A public hospital or hospital district described by Subsection (b) must notify a sponsored alien and a person who executed an affidavit of support on behalf of the alien, at the time the alien applies for health care services, that a person who executed an affidavit of support on behalf of a sponsored alien is liable for the cost of health care services provided to the alien.

(b) Section 61.012, Health and Safety Code, as added by this section, applies only to health care services provided by a public hospital or hospital district on or after the effective date of this act.

### **Cash Gifts and Contributions**

Count as unearned income unless they are made by a private, nonprofit organization on the basis of need; and total \$300 or less per household in a federal fiscal quarter. The federal fiscal quarters are January - March, April - June, July - September, and October-December. If these contributions exceed \$300 in a quarter, count the excess amount as income in the month received.

Exempt any cash contribution for common household expenses, such as food, rent, utilities, and items for home maintenance, if it is received from a non-certified household member who:

- Lives in the home with the certified household member,
- Shares household expenses with the certified household member, and
- No landlord/tenant relationship exists.

If a noncertified household member makes additional payments for use by a certified member, it is a contribution.

### **Child's Earned Income**

Exempt a child's earned income if the child, who is under age 18 and not an emancipated minor, is a full-time student (including a home schooled child) or a part-time student employed less than 30 hours a week.

### **Child Support Payments**

Count as unearned income after deducting up to \$75 from the total monthly child support payments the household receives.

Count payments as child support if a court ordered the support, or the child's caretaker or the person making the payment states the purpose of the payment is to support the child.

Count ongoing child support income as income to the child even if someone else, living in the home receives it.

Count child support arrears as income to the caretaker.

Exempt child support payments as income if the child support is intended for a child who receives Medicaid, even though the parent actually receives the child support.

Child Support Received for a Non-Member. If a caretaker receives, ongoing child support for a non-member (or a member who is no longer in the home) but uses the money for personal or household needs, count it as unearned income. Do not count the amount actually used for or provided to the non-member for whom it is intended to cover.

Lump-Sum Child Support Payments. Count lump-sum child support payments (on child support arrears or on current child support) received, or anticipated to be received more often than once a year, as unearned income in the month received. Consider lump-sum child support payments received once a year or less frequently as a resource in the month received.

Returning Parent. If an absent parent is making child support payments but moves back into the home of the caretaker and child, process the household change.

### **Crime Victim's Compensation Payments**

Exempt.

These are payments from the funds authorized by state legislation to assist a person who has been a victim of a violent crime; was the spouse, parent, sibling, or adult child of a victim who died as a result of a violent crime; or is the guardian of a victim of a violent crime. The payments are distributed by the Office of the Attorney General in monthly payments or in a lump sum.

### **Disability Insurance Payments**

Count disability payments as unearned income, including Social Security Disability Insurance (SSDI) payments and disability insurance payments issued for non-medical expenses. Exception: Exempt Supplemental Security Income (SSI) payments.

### **Dividends and Royalties**

Count dividends as unearned income. Exception: Exempt dividends from insurance policies as income.

Count royalties as unearned income, minus any amount deducted for production expenses and severance taxes.

### **Educational Assistance**

Exempt educational assistance, including educational loans, regardless of source. Educational assistance also includes college work-study.

### **Energy Assistance**

Exempt the following types of energy assistance payments:

- Assistance from federally-funded, state or locally-administered programs, including HEAP, weatherization, Energy Crisis, and one-time emergency repairs of a heating or cooling device (down payment and final payment);
- Energy assistance received through HUD, USDA's Rural Housing Service (RHS), or Farmer's Administration (FmHA);
- Assistance from private, non-profit, or governmental agencies based on need.

If an energy assistance payment is combined with other payments of assistance, exempt only the energy assistance portion from income (if applicable).

### **Foster Care Payments**

Exempt.

### **Government Disaster Payments**

Exempt federal disaster payments and comparable disaster assistance provided by states, local governments and disaster assistance

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organizations if the household is subject to legal penalties when the funds are not used as intended.

Examples: Payments by the Individual and Family Grant Program, Small Business Administration, and/or FEMA.

**In-Kind Income**

Exempt. An in-kind contribution is any gain or benefit to a person that is not in the form of money/check payable directly to the household, such as clothing, public housing, or food.

**Interest**

Count as unearned income.

**Job Training**

Exempt payments made under the Workforce Investment Act (WIA).

Exempt portions of non-WIA job training payments earmarked as reimbursements for training-related expenses. Count any excess as earned income.

Exempt on-the-job training (OJT) payments received by a child who is under age 19 and under parental control of another household member.

**Loans (Non-educational)**

Count as unearned income unless there is an understanding that the money will be repaid and the person can reasonably explain how he will repay it.

**Lump-Sum Payments**

Count as income in the month received if the person receives it or expects to receive it more often than once a year.

Consider retroactive or restored payments to be lump-sum payments and count as a resource. Separate any portion that is ongoing income from a lump-sum amount and count it as income.

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Exempt lump sums received once a year or less, unless specifically listed as income. Count them as a resource in the month received.

Effective January 1, 2013 exempt federal tax refunds permanently as income and resources for 12 months after receipt. Exempt the Earned Income Credit (EIC) for a period of 12 months after receipt through December 31, 2018.

If a lump sum reimburses a household for burial, legal, or health care bills, or damaged/lost possessions, reduce the countable amount of the lump sum by the amount earmarked for these items.

**Military Pay**

Count military pay and allowances for housing, food, base pay, and flight pay as earned income, minus pay withheld to fund education under the G.I. Bill.

**Mineral Rights**

Count payments for mineral rights as unearned income.

**Pensions**

Count as unearned income. A pension is any benefit derived from former employment, such as retirement benefits or disability pensions.

**Reimbursement**

Exempt a reimbursement (not to exceed the individual's expense) provided specifically for a past or future expense. If the reimbursement exceeds the individual's expenses, count any excess as unearned income. Do not consider a reimbursement to exceed the individual's expenses unless the individual or provider indicates the amount is excessive.

Exempt a reimbursement for future expenses only if the household plans to use it as intended.

**RSDI Payments**

Count as unearned income the Retirement, Survivors, and Disability Insurance (RSDI) benefit amount including the deduction for the Medicare premium, minus any amount that is being recouped for a prior RSDI overpayment.

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If a person receives an RSDI check and an SSI check, exempt both checks since the person is a disqualified household member.

If an adult receives a Social Security survivor's benefit check for a child, this check is considered the child's income.

### **Self-Employment Income**

Count as earned income, minus the allowable costs of producing the self-employment income. (Use HCAP Form 200: Employer Verification Form).

Self-employment income is earned or unearned income available from one's own business, trade, or profession rather than from an employer. However, some individuals may have an employer and receive a regular salary. If an employer does not withhold FICA or income taxes, even if required to do so by law, the person is considered self-employed.

Types of self-employment include:

- . Odd jobs, such as mowing lawns, babysitting, and cleaning houses;
- . Owning a private business, such as a beauty salon or auto mechanic shop;
- . Farm income; and
- . Income from property, which may be from renting, leasing, or selling property on an installment plan. Property includes equipment, vehicles, and real property.

If the person sells the property on an installment plan, count the payments as income. Exempt the balance of the note as an inaccessible resource.

### **SSI Payments**

Only exempt Supplemental Security Income (SSI) benefits when the household is receiving Medicaid.

A person receiving any amount of SSI benefits who also receives Medicaid is, therefore, a disqualified household member.

### **TANF**

Exempt Temporary Assistance to Needy Families (TANF) benefits.

A person receiving TANF benefits also receives Medicaid and is, therefore, a disqualified household member.

### **Terminated Income**

Count terminated income in the month received. Use actual income and do not use conversion factors if terminated income is less than a full month's income.

Income is terminated if it will not be received in the next usual payment cycle.

Income is not terminated if:

- . Someone changes jobs while working for the same employer,
- . An employee of a temporary agency is temporarily not assigned,
- . A self-employed person changes contracts or has different customers without having a break in normal income cycle, or
- . Someone received regular contributions, but the contributions are from different sources.

### **Third-Party Payments**

Exempt the money received that is intended and used for the maintenance of a person who is not a member of the household.

If a single payment is received for more than one beneficiary, exclude the amount actually used for the non-member up to the non-member's identifiable portion or prorated portion, if the portion is not identifiable.

### **Tip Income**

Count the actual (not taxable) gross amount of tips as earned income. Add tip income to wages before applying conversion factors.

Tip income is income earned in addition to wages that is paid by patrons to people employed in service-related occupations, such as beauticians, waiters, valets, pizza delivery staff, etc.

Do not consider tips as self-employment income unless related to a self-employment enterprise.

### **Trust Fund**

Count as unearned income trust fund withdrawals or dividends that the household can receive from a trust fund that is exempt from resources.



### **Unemployment Compensation Payments**

Count the gross amount as unearned income, minus any amount being recouped for an Unemployment Insurance Benefit (UIB) overpayment.

Count the cash value of UIB in a UI debit account, less amounts deposited in the current month, as a resource. Account inquiry is accessible to a UIB recipient online at [www.myaccount.chase.com](http://www.myaccount.chase.com) or at any Chase Bank automated teller machine free of charge.

Exception: Count the gross amount if the household agreed to repay a food stamp overpayment through voluntary garnishment.

### **VA Payments**

Count the gross Veterans Administration (VA) payment as unearned income, minus any amount being recouped for a VA overpayment. Exempt VA special needs payments, such as annual clothing allowances or monthly payments for an attendant for disabled veterans.

### **Vendor Payments**

Exempt vendor payments if made by a person or organization outside the household directly to the household's creditor or person providing the service.

Exception: Count as income money that is legally obligated to the household, but which the payer makes to a third party for a household expense.

### **Wages, Salaries, Commissions**

Count the actual (not taxable) gross amount as earned income.

If a person asks his employer to hold his wages or the person's wages are garnished, count this money as income in the month the person would otherwise have been paid. If, however, an employer holds his employees' wages as a general practice, count this money as income in the month it is paid. Count an advance in the month the person receives it.

### **Workers' Compensation Payments**

Count the gross payment as unearned income, minus any amount being recouped for a prior worker's compensation overpayment or paid for attorney's fees. NOTE: The Texas Workforce Commission (TWC) or a court sets the amount of the attorney's fee to be paid.

Do not allow a deduction from the gross benefit for court-ordered child support payments.

Exception: Exclude worker's compensation benefits paid to the household for out-of-pocket health care expenses. Consider these payments as reimbursements.

### **Other Types of Benefits and Payments**

Exempt benefits and payments from the following programs:

- Americorp,
- Child Nutrition Act of 1966,
- Food Stamp Program – SNAP (Supplemental Nutrition Assistance Program),
- Foster Grandparents,
- Funds distributed or held in trust by the Indian Claims Commission for Indian tribe members under Public Laws 92-254 or 93-135,
- Learn and Serve,
- National School Lunch Act,
- National Senior Service Corps (Senior Corps),
- Nutrition Program for the Elderly (Title III, Older American Act of 1965),
- Retired and Senior Volunteer Program (RSVP),
- Senior Companion Program,
- Tax-exempt portions of payments made under the Alaska Native Claims Settlement Act,
- Uniform Relocation Assistance and Real Property Acquisitions Act (Title II),
- Volunteers in Service to America (VISTA), and
- Women, Infants, and Children (WIC) Program.

## Verifying Income

Verify countable income, including recently terminated income, at initial application and when changes are reported. Verify countable income at review, if questionable.

Proof may include but is not limited to:

- Last four (4) consecutive paycheck stubs (for everyone in your household),
- HCAP Form 200, Employment Verification Form, which we provide,
- W-2 forms,
- Notes for cash contributions,
- Business records,
- Social Security award letter,
- Court orders or public decrees (support documents),
- Sales records
- Income tax returns, and
- Statements completed, signed, and dated by the self-employed person.

## Documenting Income

On HCAP Form 101, document the following items.

- Exempt income and the reason it is exempt
- Unearned income, including the following items:
  - Date income is verified,
  - Type of income,
  - Check or document seen,
  - Amount recorded on check or document,
  - Frequency of receipt, and
  - Calculations used.
- Self-employment income, including the following items:
  - The allowable costs for producing the self-employment income,
  - Other factors used to determine the income amount.
- Earned income, including the following items:
  - Payer's name and address,
  - Dates of each wage statement or pay stub used,
  - Date paycheck is received,
  - Gross income amount,
  - Frequency of receipt, and
  - Calculations used.
- Allowable deductions.

A household is ineligible for a period of 6 months if they intentionally alter their income to become eligible for the Plan (example: have employer lower their hourly or salary amount).

The following exceptions apply:

- Change in job description that would require a lower pay rate
- Loss of job
- Changed job

## ***BUDGETING INCOME***

### **General Principles**

- Count income already received and any income the household expects to receive. If the household is not sure about the amount expected or when the income will be received, use the best estimate.
- Income, whether earned or unearned, is counted in the month that it is received.

Count terminated income in the month received. Use actual income and do not use conversion factors if terminated income is less than a full month's income.

- View at least two pay amounts in the time period beginning 45 days before the interview date or the process date for cases processed without an interview. However, do not require the household to provide verification of any pay amount that is older than two months before the interview date or the process date for cases processed without an interview.
- When determining the amount of self-employment income received, verify four recent pay amounts that accurately represent their pay. Verify one month's pay amount that accurately represent their pay for self-employed income received monthly. Do not require the household to provide verification of self-employment income and expenses for more than two calendar months before the interview date or the case process date if not interviewed, for income received monthly or more often.
- Accept the applicant's statement as proof if there is a reasonable explanation of why documentary evidence or a collateral source is not available and the applicant's statement does not contradict other individual statements or other information received by the entity.
- The self-employment income projection, which includes the current month and 3 months prior, is the period of time that the household expects the income to support the family.
- There are deductions for earned income that are not allowed for unearned income.
- The earned income deductions are not allowed if the income is gained from illegal activities, such as prostitution and selling illegal drugs.

### **Steps for Budgeting Income**

- Determine countable income.
- Determine how often countable income is received.
- Convert countable income to monthly amounts.
- Convert self-employment allowable costs to monthly amounts.
- Determine if countable income is earned or unearned.
- Subtract converted monthly self-employment allowable costs, if any, from converted monthly self-employment income.
- Subtract earned income deductions, if any.
- Subtract the deduction for Medicaid individuals, if applicable.
- Subtract the deduction for legally obligated child support payments made by a member of the household group, if applicable.
- Compare the monthly gross income to the MCHD MCICP monthly income standard.

#### **Step 1**

##### **Determine countable income.**

Evaluate the household's current and future circumstances and income. Decide if changes are likely during the current or future months.

If changes are likely, then determine how the change will affect eligibility.

#### **Step 2**

##### **Determine how often countable income is received, such as monthly, twice a month, every other week, weekly.**

All income, excluding self-employment. Based on verifications or the person's statement as best available information, determine how often income is received. If the income is based hourly or for piecework, determine the amount of income expected for one week of work.

##### Self-employment Income.

- Compute self-employment income, using one of these methods:
  - Annual. Use this method if the person has been self-employed for at least the past 12 months.
  - Monthly. Use this method if the person has at least one full representative calendar month of self-employment income.

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- Daily. Use this method when there is less than one full representative calendar month of self-employment income, and the source or frequency of the income is unknown or inconsistent.
- Determine if the self-employment income is monthly, daily, or seasonal, since that will determine the length of the projection period.
  - The projection period is monthly if the self-employment income is intended to support the household for at least the next 6 months. The projection period is the last 3 months and the current month.
  - The projection period is seasonal if the self-employment income is intended to support the household for less than 12 months since it is available only during certain months of the year. The projection period is the number of months the self-employment is intended to provide support.
- Determine the allowable costs of producing self-employment income by accepting the deductions listed on the 1040 U.S. Individual Income Tax Return or by allowing the following deductions:
  - Capital asset improvements,
  - Capital asset purchases, such as real property, equipment, machinery and other durable goods, i.e., items expected to last at least 12 months,
  - Fuel,
  - Identifiable costs of seed and fertilizer,
  - Insurance premiums,
  - Interest from business loans on income-producing property,
  - Labor,
  - Linen service,
  - Payments of the principal of loans for income-producing property,
  - Property tax,
  - Raw materials,
  - Rent,
  - Repairs that maintain income-producing property,
  - Sales tax,
  - Stock,
  - Supplies,

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- Transportation costs. The person may choose to use 50.0 cents per mile instead of keeping track of individual transportation expenses. Do not allow travel to and from the place of business.
- Utilities

NOTE: If the applicant conducts a self-employment business in his home, consider the cost of the home (rent, mortgage, utilities) as shelter costs, not business expenses, unless these costs can be identified as necessary for the business separately.

The following are not allowable costs of producing self-employment income:

- Costs not related to self-employment,
- Costs related to producing income gained from illegal activities, such as prostitution and the sale of illegal drugs,
- Depreciation,
- Net loss which occurred in a previous period, and
- Work-related expenses, such as federal, state, and local income taxes, and retirement contributions.

**Step 3**

**Convert countable income to monthly amounts**, if income is not received monthly.

When converting countable income to monthly amounts, use the following conversion factors:

- Multiply weekly amounts by 4.33.
- Multiply amounts received every other week by 2.17.
- Add amounts received twice a month (semi-monthly).
- Divide yearly amounts by 12.



**Step 4**

**Convert self-employment allowable costs to monthly amounts.**

When converting the allowable costs for producing self-employment to monthly amounts, use the conversion factors in Step 3 above.

**Step 5**

**Determine if countable income is earned or unearned.** For earned income, proceed with Step 6. For unearned income, skip to Step 8.

**Step 6**

**Subtract converted monthly self-employment allowable costs, if any, from converted monthly self-employment income.**

**Step 7**

**Subtract earned income deductions, if any.** Subtract these deductions, if applicable, from the household's monthly gross income, including monthly self-employment income after allowable costs are subtracted:

- Deduct \$120.00 per employed household member for work-related expenses.
- Deduct 1/3 of remaining earned income per employed household member.
- Dependent childcare or adult with disabilities care expenses shall be deducted from the total income when determining eligibility, if paying for the care is necessary for the employment of a member in the CIHCP household. This deduction is allowed even when the child or adult with disabilities is not included in the CIHCP household. Deduct the actual expenses up to:
  - \$200 per month for each child under age 2,
  - \$175 per month for each child age 2 or older, and
  - \$175 per month for each adult with disabilities.

Exception: For self-employment income from property, when a person spends an average of less than 20 hours per week in management or maintenance activities, count the income as unearned and only allow deductions for allowable costs of producing self-employment income.

**Step 8**

**Subtract the deduction for Medicaid individuals, if applicable.** This deduction applies when the household has a member who receives Medicaid and, therefore, is disqualified from the MCHD MCICP household. Using the Deduction chart on the following page to deduct an amount for support of the Medicaid member(s) as follows: Subtract an amount equal to the deduction for the number (#) of Medicaid-eligible individuals.

**Deductions for Medicaid-Eligible Individuals**

# of Medicaid-Eligible Individuals	Single Adult or Adult with Children	Minor Children Only
1	\$ 78	\$ 64
2	\$ 163	\$ 92
3	\$ 188	\$ 130
4	\$ 226	\$ 154
5	\$ 251	\$ 198
6	\$ 288	\$ 241
7	\$ 313	\$ 267
8	\$ 356	\$ 293

**Consider the remainder as the monthly gross income** for the MCICP household

**Step 9**

**Subtract the Deduction for Child Support, Alimony, and Other Payments to Dependents Outside the Home, if applicable.**

Allow the following deductions from members of the household group, including disqualified members:

- The actual amount of child support and alimony a household member pays to persons outside the home.
- The actual amount of a household member's payments to persons outside the home that a household member can claim as tax dependents or is legally obligated to support.

**Consider the remaining income as the monthly net income for the CIHCP household.**

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BUDGETING INCOME

**Step 10**

Compare the household's monthly gross income to the 21% FPIL monthly income standard, using the MCHD MCICP Monthly Income Standards chart below.

**MONTGOMERY COUNTY HOSPITAL DISTRICT  
MONTGOMERY COUNTY INDIGENT CARE PLAN  
INCOME GUIDELINES EFFECTIVE 04/01/~~2023~~ 2022  
21 % FPIL**

# of Individuals in the MCICP Household	Income Standard 21% FPIL
1	<del>\$238</del> <u>\$255</u>
2	<del>\$324</del> <u>\$345</u>
3	<del>\$404</del> <u>\$435</u>
4	<del>\$486</del> <u>\$525</u>
5	<del>\$569</del> <u>\$615</u>
6	<del>\$654</del> <u>\$705</u>
7	<del>\$734</del> <u>\$795</u>
8	<del>\$817</del> <u>\$885</u>
9	<del>\$899</del> <u>\$975</u>
10	<del>\$982</del> <u>\$1,065</u>
11	<del>\$1,064</del> <u>\$1,155</u>
12	<del>\$1,147</del> <u>\$1,245</u>

Note: Based on the ~~2023~~ 2022 Federal Poverty Income Limits (FPIL), which changes March/April 1 of every year.

A household is eligible if it's monthly gross income, after rounding down cents, does not exceed the monthly income standard for the MCHD MCICP household's size.

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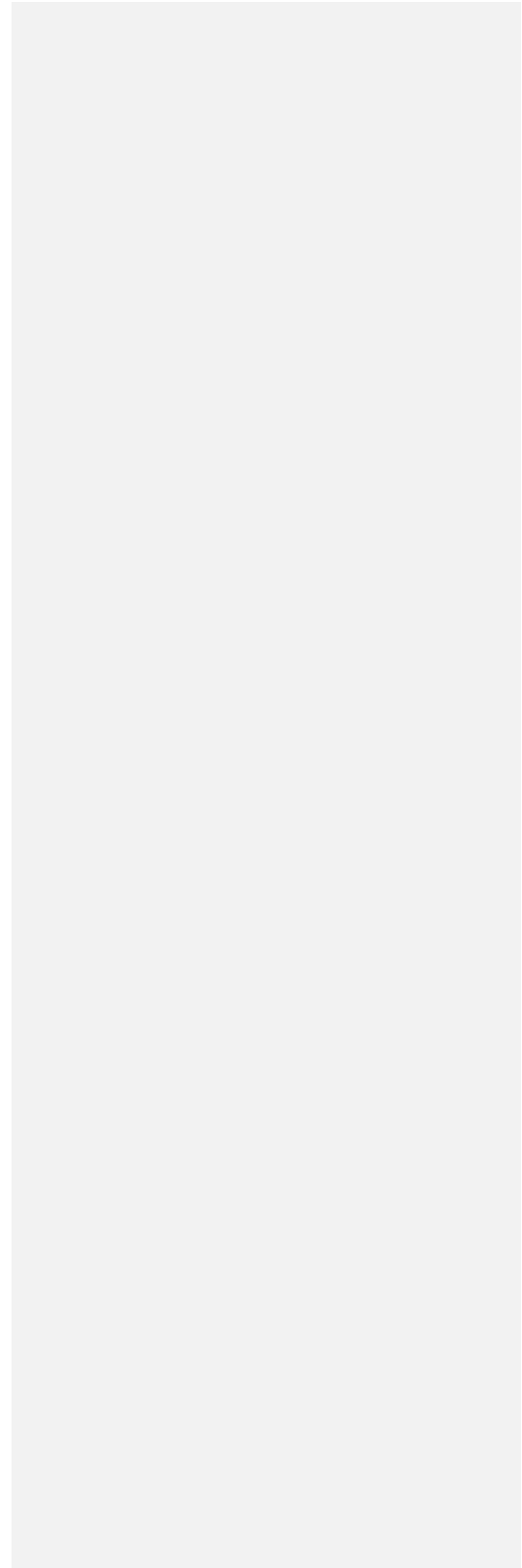
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# **SECTION THREE CASE PROCESSING**



## **CASE PROCESSING**

### **General Principles**

- Use the MCHD MCICP application, documentation, and verification procedures.
- Issue HCAP Form 100 to the applicant or his representative on the same date that the request is received.
- Accept an identifiable application.
- Assist the applicant with accurately completing the HCAP Form 100 if the applicant requests help. Anyone who helps fill out the HCAP Form 100 must sign and date it.
- If the applicant is incompetent, incapacitated, or deceased, someone acting responsibly for the client (a representative) may represent the applicant in the application and the review process, including signing and dating the HCAP Form 100 on the applicant's behalf. This representative must be knowledgeable about the applicant and his household. Document the specific reason for designating this representative.
- Determine eligibility based on residence, household, resources, income, and citizenship.
- Allow at least 14 days for requested information to be provided, unless the household agrees to a shorter timeframe, when issuing HCAP Form 12. Note: The requested information is documented on HCAP Form 12 and a copy is given to the household.
- All information required by the "How to Apply for MCICP" document is needed to complete the application process and is the responsibility of the applicant.
- Use any information received from the provider of service when making the eligibility determination; but further eligibility information from the applicant may be required.
- The date that a complete application is received is the application completion date, which counts as Day 0.
- Determine eligibility not later than the 14th day after the application completion date based on the residence, household, resources, income, and citizenship guidelines.

SECTION THREE  
CASE PROCESSING

- Issue written notice, namely, HCAP Form 109, Notice of Eligibility and HCAP Form 110, the MCICP Identification Card, HCAP Form 120, Notice of Incomplete Application, or HCAP Form 117, Notice of Ineligibility, of the District's decision. If the District denies health care assistance, the written notice shall include the reason for the denial and an explanation of the procedure for appealing the denial.
- Review each eligible case record at least once every six months.
  - Approved applications are valid for a period not to exceed six (6) months but no less than 1 month.
  - Before the expiration date, all clients will receive a notice by mail that benefits will expire in the next two weeks.
  - All clients must start the eligibility process all over again at the time of re-application.
- Use the "Prudent Person Principle" in situations where there are unusual circumstances in which an applicant's statement must be accepted as proof if there is a reasonable explanation why documentary evidence or a collateral contact is not available and the applicant's statement does not contradict other client statements or other information received by staff.
- Current eligibility continues until a change resulting in ineligibility occurs and a HCAP Form 117 is issued to the household.
- Consult the hospital district's legal counsel to develop procedures regarding disclosure of information.
- The applicant has the right to:
  - Have his application considered without regard to race, color, religion, creed, national origin, age, sex, disability, or political belief;
  - Request a review of the decision made on his application or re-certification for health care assistance; and
  - Request, orally and in writing, a fair hearing about actions affecting receipt or termination of health care assistance.
- The applicant is responsible for:
  - Completing the HCAP Form 100 accurately.

SECTION THREE  
CASE PROCESSING

Application for the Montgomery County Indigent Care Plan (MCICP) are available at the Montgomery County Indigent Care Plan Office located at 1400 South Loop 336 West, Conroe, TX 77304. Applications may be picked up, Monday through Thursday, except holidays, from 7:30 am to 11:30 am and 1:00 pm to 4:30 pm and on Fridays from 7:30 am to 11:30 am. The MCICP phone number is 936-523-5100 and the fax number is 936-539-3450. Applications are also available at <http://www.mchd-tx.org/>.

- Providing all needed information requested by staff. If information is not available or is not sufficient, the applicant may designate a collateral contact for the information. A collateral contact could be any objective third party who can provide reliable information. A collateral contact does not need to be separately and specifically designated if that source is named either on HCAP Form 100 or during the interview.
- Attending the scheduled interview appointment.

All appointments will be set automatically by the MCICP eligibility office and will be the applicant's responsibility to attend the scheduled appointment. Failure to attend the appointment will result in denial of assistance.

The client's application is valid for 30 days from the identifiable date and it is within that 30-day period that the client may reschedule another appointment with the eligibility office. After the 30-day period, the client would have to fill out another application and begin the application process all over again.

- Reporting changes, which affect eligibility, within 14 days after the date that the change actually occurred. Failure to report changes could result in repayment of expenditures paid.
- Any changes in income, resources, residency other than federal cost of living adjustments mandates re application and reconsideration of determination.
- To cooperate or follow through with an application process for any other source of medical assistance before being processed for the Montgomery County Indigent Care Plan, since MCHD is a payor of last resort.
- Note: Misrepresentation of facts or any attempt by any applicant or interested party to circumvent the policies of the district in order

SECTION THREE  
CASE PROCESSING

to become or remain eligible is grounds for immediate and permanent refusal of assistance. Furthermore, if a client fails to furnish any requested information or documentation, the application will be denied.

- The Montgomery County Hospital District has installed a comprehensive video and audio recording system in the Health Care Assistance Program office suite. This system serves many purposes. This system is designed to ensure quality services and to provide a level of security for the staff. It also provides documentation of client interviews which is useful in reducing fraud and abuse of the system. The recordings provide the staff protection against false claims from disgruntled clients, and ensure accuracy in connection with HCAP client interviews. All persons who apply for services, renewal of services, or other issues with the Health Care Assistance Program shall be subject to the video and audio taping equipment of the Montgomery County Hospital District.



## ***PROCESSING AN APPLICATION***

### **Steps for Processing an Application**

- **Accept the identifiable application.**
- **Check information.**
- **Request needed information.**
- **Determine if an interview is needed.**
- **Interview.**
- **Determine eligibility.**
- **Issue the appropriate form.**

#### **Step 1**

**Accept the identifiable application.** On the HCAP Form 100 document the date that the identifiable Form 100 is received. This is the application file date.

#### **Step 2**

**Check** that all information is complete, consistent, and sufficient to make an eligibility determination.

#### **Step 3**

**Request needed information** pertaining to the five eligibility criteria, namely, residence, citizenship, household, resources, and income.

**Decision Pended.** If eligibility cannot be determined because components that pertain to the eligibility criteria are missing, issue HCAP Form 12, Request for Information, listing additional information that needs to be provided as well as listing the due date by which the additional information is needed. If the requested information is not provided by the due date, follow the Denial Decision procedure in Step 8. If the requested information is provided by the due date, proceed with Step 5. The application is not considered complete until all requested information is received.

**Decision Pended for an SSI Applicant.** If eligibility cannot be determined because the person is also an SSI applicant, issue HCAP Form 12, Request for Information, listing additional information that needs to be provided, including the SSI decision, as well as listing the date by which the additional information is needed. In addition, the client is issued HCAP Form G, "How to

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PROCESSING AN APPLICATION

contact the eligibility office regarding your SSI status". If the SSI application is denied for eligibility requirements, proceed with Step 3 whether or not the SSI denial is appealed.

**Step 4**

**Determine if an interview is needed.** Eligibility may be determined without interviewing the applicant if all questions on HCAP Form 100 are answered and all additional information has been provided.

**Step 5**

**Interview** the applicant or his representative face-to-face or by telephone in an interview is necessary.

If an interview appointment is scheduled, provide the applicant with an MCICP Appointment Card, HCAP Form 2, indicating the date, time, place of the interview, and name of interviewer.

Applicants may only be up to 10 minutes late to their interview appointment before they **must** reschedule.

If the applicant fails to keep the appointment, reschedule the appointment, if requested before the time of the scheduled appointment, or follow the Denial Decision procedure in Step 7.

**Step 6**

**Repeat** Steps 2 and 3 as necessary.

**Step 7**

**Determine eligibility** based on the five eligibility criteria.

Document information in the case record to support the decision.

At this step, all candidates must complete the following forms:

1. Acknowledgment of Receipt of Notice of Privacy Practices, HCAP Form A
2. Background Check Form, HCAP Form B
3. Medical History Form, HCAP Form C
4. Release Form, HCAP Form D
5. Subrogation Form, HCAP Form E
6. Representation and Acknowledgement Form, HCAP Form H

If a candidate has a telephone interview or does not require an interview and becomes eligible for MCICP benefits, the forms listed

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above must be filled out at the time the client comes in to get their

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MCICP Identification Card, HCAP Form 110, and the Notice of eligibility, HCAP Form 109.

Additionally at this step in the process, some candidates must complete additional forms as they apply:

1. Statement of Support, HCAP Form 102
2. Request for Domicile Verification, HCAP Form 103
3. Employer Verification Form, HCAP Form 200
4. Other Forms as may be developed and approved by Administrator
5. Assignment of Health Insurance Proceeds, HCAP Form I:

*Staff Acknowledgement regarding Step 2*

All applicants will undergo a background/credit check, as this is a mandatory MCICP process. Candidates will be asked to clarify discrepancies. Do not pry or inquire into non-eligibility determination related information. Remember this is confidential material.

**Step 8**

**Issue the appropriate form**, namely, HCAP Form 117, Notice of Ineligibility, HCAP Form 120, Notice of Incomplete Application, or HCAP Form 109, Notice of Eligibility along with HCAP Form 110, the MCICP Identification Card.

The MCICP Identification Card is owned by MCHD and is not transferable. MCHD may revoke or cancel it at any time after notice has been sent out 2 weeks before the termination date explaining the reason for termination.

Incomplete Decision. If any of the requested documentation is not provided the application is not complete. Issue HCAP Form 120, Notice of Incomplete Application.

Denial Decision. If any one of the eligibility criteria is not met, the applicant is ineligible. Issue HCAP Form 117, Notice of Ineligibility, including the reason for denial, the effective date of the denial, if applicable, and an explanation of the procedure for appealing the denial.

Reasons for denial include but are not limited to:

- Not a resident of the county,
- A recipient of Medicaid,
- Resources exceed the resource limit,
- Income exceeds the income limit,

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- Failed to keep an appointment,
- Failed to provide information requested,
- Failed to return the review application,
- Failed to comply with requirements to obtain other assistance, or
- Voluntarily withdrew.

Eligible Decision. If all the eligibility criteria are met, the applicant is eligible.

Determine the applicant's Eligibility Effective Date. Current Eligibility begins on the first calendar day in the month that an identifiable application is filed or the earliest, subsequent month in which all eligibility criteria are met. (Exception: Eligibility effective date for a new county resident begins the date the applicant is considered a county resident. For example, if the applicant meets all four eligibility criteria, but doesn't move to the county until the 15th of the month, the eligibility effective date will be the 15th of the month, not the first calendar day in the month that an identifiable application is filed.)

The applicant may be retroactively eligible in any of the three calendar months before the month the identifiable application is received if all eligibility criteria are met.

Issue HCAP Form 109, Notice of Eligibility, including the Eligibility Effective Date along with HCAP Form 110, the MCICP Identification Card.

All active cases will be reviewed every 6 months as determined by the Eligibility Supervisor.

## Termination of Coverage

### Expiration of Coverage:

All active clients are given MCICP coverage for a specified length of time and will be notified by mail **two weeks** before their MCICP benefits will expire. Coverage will terminate at the end of the specified length of time unless the client chooses to re-apply for coverage.

### Termination:

In certain circumstances, a client may have their benefits revoked before their coverage period expires. Clients will be notified by mail or phone two weeks before their MCICP benefits will terminate, along with the

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explanation for termination. Coverage will terminate on the date listed on HCAP Form 117, Notice on Ineligibility.

Note: Clients who are found to have proof of another source of healthcare coverage will be terminated on the day that the other payor source was identified.

## ***DENIAL DECISION DISPUTES***

### **Responses Regarding a Denial Decision**

If a denial decision is disputed by the household, the following may occur:

- The household may submit another application to have their eligibility re-determined,
- The household may appeal the denial, or
- The hospital district may choose to re-open a denied application or in certain situations override earlier determinations based on new information.

### **The Household/Client Appeal Process**

- The Household/Client may appeal any eligibility decision by signing the bottom of HCAP Form 117, Notice of Ineligibility within 30 days from the date of denial.
- District will have 14 days from the date HCAP Form 117 was received in the MCICP eligibility office with the appropriate signature to respond to the client to let them know that MCHD received their appeal. At this time, the client will be notified as to the next step in the appeal process either:
  1. An appeal hearing is not necessary as a mistake has been made on MCHD's behalf. MCHD and the client will take the appropriate steps required to remedy the situation, or
  2. An appeal hearing is necessary and the Hearing Officer or appointee will schedule a date and time for the appeal hearing.

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DENIAL DECISION DISPUTES

The decision as to whether or not an appeal is necessary is decided upon by the Hearing Officer after reviewing the case.

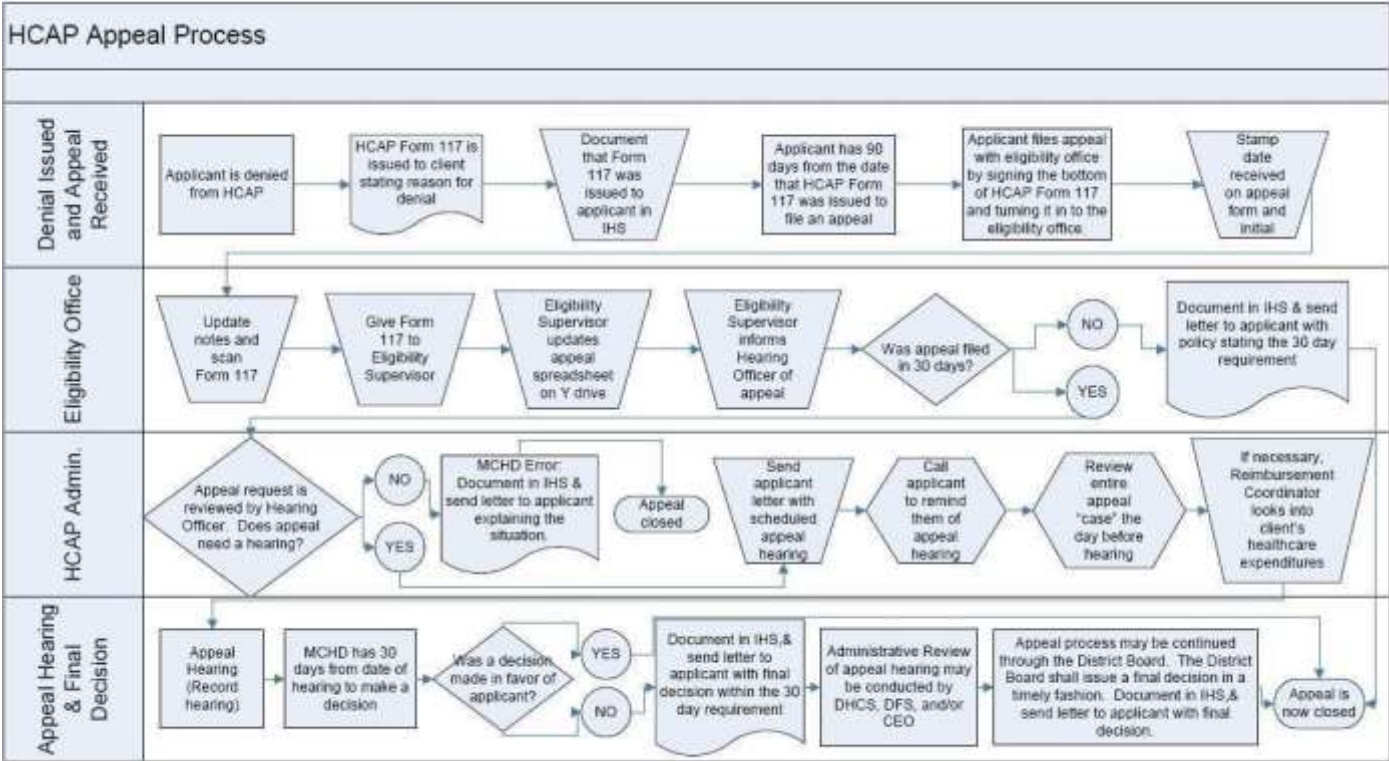
Anytime during the 14-day determination period further information may be requested from the client by The District.

- The District will have 30 days in which to schedule the appeal hearing.
- Should a client choose not to attend their scheduled appeal hearing, leave a hearing, or become disruptive during a hearing, the case will be dropped and the appeal denied.
- MCHD calls the client to remind the client of appeal hearing.
- After the date of the appeal hearing, the District will have 30 days in which to make a decision. The client will be notified of the District's decision in writing.
- An Administrative Review of the appeal hearing can be conducted through the Chief Operating Officer, Chief Financial Officer, and/or the Chief Executive Officer.
- The Appeal process may be continued through the District Board.
- The District Board shall issue a final decision in a timely fashion.



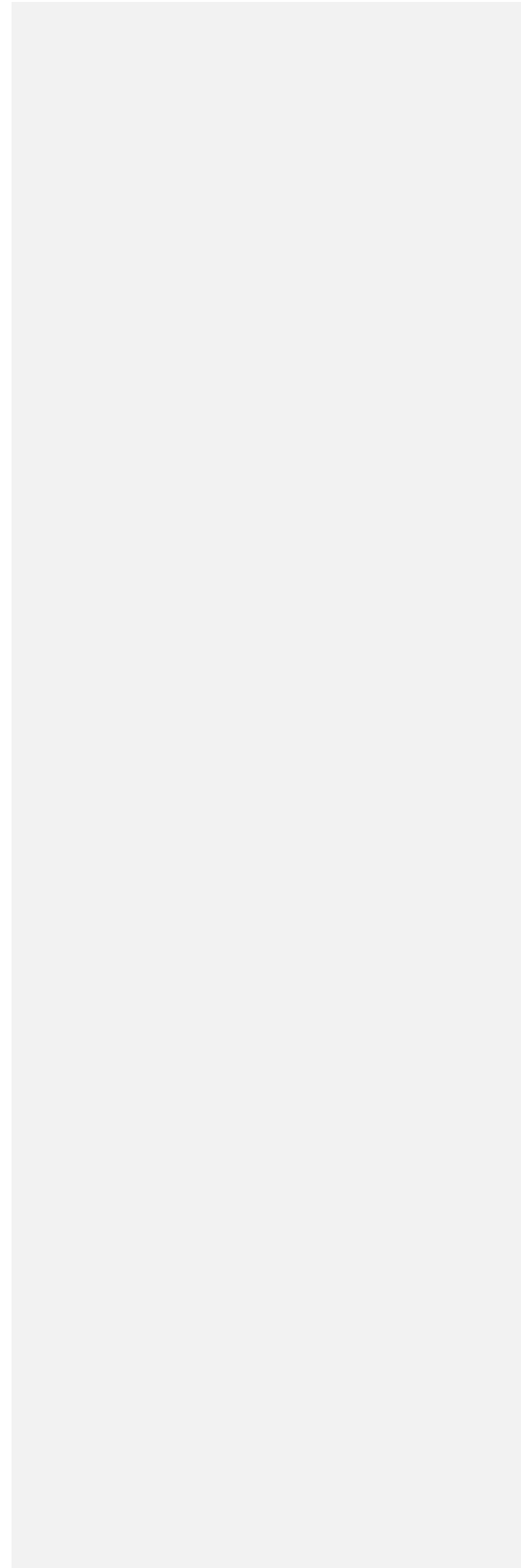
SECTION THREE  
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DENIAL DECISION DISPUTES

MCICP Appeal Process Flowchart



Note: At any time it is very important to update IHS with notes regarding the appeal process and to scan in all documents that are important to the appeal "case".

# **SECTION FOUR SERVICE DELIVERY**



## ***SERVICE DELIVERY***

### **General Principles**

- MCHD shall provide or arrange for the basic health care services established by TDSHS or less restrictive health care services.
  - The basic health care services are:
    - Physician services
    - Annual physical examinations
    - Immunizations
    - Medical screening services
      - Blood pressure
      - Blood sugar
      - Cholesterol screening
    - Laboratory and x-ray services
    - Family planning services
    - Skilled nursing facility services
    - Prescription drugs
    - Rural health clinic services
    - Inpatient hospital services
    - Outpatient hospital services
- In addition to providing basic health care services, MCHD may provide other extended health care services that the hospital district determines to be cost-effective.

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SERVICE DELIVERY

- The extended health care services are:
  - Advanced practice nurse services provided by
    - Nurse practitioner services (ANP)
    - Clinical nurse specialist (CNS)
    - Certified nurse midwife (CNM)
    - Certified registered nurse anesthetist (CRNA)
  - Ambulatory surgical center (freestanding) services
  - Bi-level Positive Airway Pressure (BIPAP) therapy
  - Catastrophic Oncology Services
  - Mental Health - Counseling services provided by:
    - Licensed clinical social worker (LCSW )
    - Licensed marriage family therapist (LMFT)
    - Licensed professional counselor (LPC)
    - Ph.D. psychologist
  - Colostomy medical supplies and equipment
  - Diabetic medical supplies and equipment
  - Durable medical equipment (DME)
  - Emergency medical services (EMS)
  - Federally qualified health center services (FQHC)
  - Health and Wellness services
  - Home and community health care services (in special circumstances with authorization)
  - Occupational Therapy Services
  - Physician assistant services (PA)
  - Physical Therapy Services

SECTION FOUR  
SERVICE DELIVERY

- Other medically necessary services or supplies that the Montgomery County Hospital District determines to be cost effective.
- Services and supplies must be usual, customary, and reasonable as well as medically necessary for diagnosis and treatment of an illness or injury.
  - A hospital district may:
    - Arrange for health care services through local health departments, other public health care facilities, private providers, or insurance companies regardless of the provider's location;
    - Arrange to provide health care services through the purchase of insurance for eligible residents;
    - Affiliate with other governmental entities, public hospitals, or hospital districts for administration and delivery of health care services.
    - Use out-of-county providers.
  - As prescribed by Chapter 61, Health and Safety Code, a hospital district shall provide health care assistance to each eligible resident in its service area who meets:
    - The basic income and resources requirements established by the department under Sections 61.006 and 61.008 and in effect when the assistance is requested; or
    - A less restrictive income and resources standard by the hospital district serving the area in which the person resides.
  - The maximum Hospital District liability for each fiscal year for health care services provided by all assistance providers, including hospital and skilled nursing facility (SNF), to each MCICP client is, excluding Oncology clients:
    1. \$60,000; or
    2. the payment of 30 days of hospitalization or treatment in a SNF, or both, or \$60,000, whichever occurs first.

SECTION FOUR  
SERVICE DELIVERY  
BASIC HEALTHCARE SERVICES

- a. 30 days of hospitalization refers to inpatient hospitalization.
- The maximum Hospital District liability for each fiscal year for Mental Health – Counseling services provided by all assistance providers, including hospital, to each MCICP client is:
  - 1. \$20,000;
- The Montgomery County Hospital District is the payor of last resort and shall provide assistance only if other adequate public or private sources of payment are not available. In addition, MCHD is not secondary to any insurance benefits or exhausted benefits.
- For claim payment to be considered, a claim should be received:
  - 1. Within 95 days from the approval date for services provided before the household was approved or
  - 2. Within 95 days from the date of service for services provided after the approval date.
- The payment standard is determined by the date the claim is paid.
- MCHD MCICP mandated providers must provide services and supplies.
- Montgomery County Hospital District's EMS must provide all EMS services.
  - Upon request for EMS the provider must identify the patient as an MCICP client to the EMS Dispatch center.
- Any exception requires MCHD MCICP approval for each service, supply, or expense.
- Co-payments: \$0

## ***BASIC HEALTH CARE SERVICES***

*MCHD-established Basic Health Care Services:*

- **Annual Physical Examinations**
- **Family Planning Services**
- **Immunizations**
- **Inpatient Hospital Services**
- **Laboratory and X-Ray Services**
- **Medical Screening Services**
- **Outpatient Hospital Services**
- **Physician Services**
- **Prescription Drugs**
- **Rural Health Clinic Services**
- **Skilled Nursing Facility Services**

### **Annual Physical Examinations**

These are examinations provided once per client per calendar year by a Texas licensed physician or midlevel practitioner.

Associated testing, such as mammograms, can be covered with a physician's referral.

These services may also be provided by an Advanced Practice Nurse (APN) if they are within the scope of practice of the APN in accordance with the standards established by the Board of Nurse Examiners.

### **Family Planning Services**

These preventive health care services assist an individual in controlling fertility and achieving optimal reproductive and general health.

Other Montgomery County entities provide family planning services at little or no charge; therefore, the district reserves the right to redirect clients to utilize their services.

SECTION FOUR  
SERVICE DELIVERY  
BASIC HEALTHCARE SERVICES

- Charges to clients are based on a sliding fee scale according to family income and size. No client is refused service due to his or her inability to pay.

### **Immunizations**

These are given when appropriate. A client must have a current prescription from a physician for the immunization. Immunizations covered are those that MCHD is able to administer in its offices. In the event an immunization is prescribed that MCHD is unable to administer, the immunization must be pre-authorized by MCHD staff.

### **Inpatient Hospital Services**

Inpatient hospital services must be medically necessary and be:

- Provided in an acute care hospital that is JCAHO and TDH compliant,
- Provided to hospital inpatients,
- Provided under the direction of a Texas licensed physician in good standing, and
- Provided for the medical care and treatment of patients.

The date of service for an inpatient hospital claim is the discharge date.

### **Laboratory and X-Ray Services**

These are professional and technical laboratory and radiological services ordered and provided by, or under the direction of, a Texas licensed physician in an office or a similar facility other than a hospital outpatient department or clinic.

### **Medical Screening Services**

These health care services include blood pressure, blood sugar, and cholesterol screening



### Outpatient Hospital Services

Outpatient hospital services must be medically necessary and be:

- Provided in an acute care hospital or hospital-based ambulatory surgical center (HASC),
- Provided to hospital outpatients,
- Provided by or under the direction of a Texas licensed physician in good standing, and
- Diagnostic, therapeutic, or rehabilitative.

### Physician Services

Physician services include services ordered and performed by a physician that are within the scope of practice of their profession as defined by Texas state law. Physician services must be provided in the doctor's office, the patient's home, a hospital, a skilled nursing facility, or elsewhere.

In addition, the anesthesia procedures in the chart below may be payable.

CPT Codes and Descriptions only are Copyright 2004 American Medical Association All Rights Reserved

TOS	CPT Code	Description
1	99100	Anesthesia for patient of extreme age, under one year or over 70. (List separately in addition to code for primary anesthesia procedure.)
1	99116	Anesthesia complicated by utilization of total body hypothermia. (List separately in addition to code for primary anesthesia procedure.)
1	99135	Anesthesia complicated by utilization of controlled hypotension. (List separately in addition to code for primary anesthesia procedure.)
1	99140	Anesthesia complicated by emergency conditions (specify). (List separately in addition to code for primary anesthesia procedure.) An emergency is defined as existing when delay in treatment of the patient would lead to a significant increase in the threat to life or body part.

## Prescription Drugs

This service includes up to three prescription drugs per month. New and refilled prescriptions count equally toward this three prescription drugs per month total. Drugs must be prescribed from the MCHD HCAP Formulary, by a Texas licensed physician or other practitioner within the scope of practice under law.

The quantity of drugs prescribed depends on the prescribing practice of the physician and the needs of the patient. However, each prescription is limited to a 30-day supply and dispensing only.

The MCHD HCAP Formulary may be found in Appendix VII.

The MCICP co-payment for the monthly three covered formulary medications on both generic and brand name drugs, is zero.

Over the counter Aspirin will be covered without a co-payment up to a quantity limit of 500 per year.

Asthma Chambers- Active clients with a diagnosis of Asthma or COPD will be allowed under the RX program to have 1 asthma chamber per year per active client and will not count against the 3 per month prescription limit.

## Rural Health Clinic (RHC) Services

RHC services must be provided in a freestanding or hospital-based rural health clinic and provided by a physician, a physician assistant, an advanced practice nurse (including a nurse practitioner, a clinical nurse specialist, and a certified nurse midwife), or a visiting nurse.

### **Skilled Nursing Facility Services**

Services must be:

- Medically necessary,
- Ordered by a Texas licensed physician in good standing, and
- Provided in a skilled nursing facility that provides daily services on an inpatient basis.

### ***EXTENDED HEALTH CARE SERVICES***

- **Advanced Practice Nurse Services**
- **Ambulatory Surgical Center (Freestanding) Services**
- **Bi-level Positive Airway Pressure**
- **Catastrophic Oncology Services**
- **Colostomy Medical Supplies and Equipment**
- **Home Health Care Services**
- **Mental Health - Counseling services provided by:**
  - **Licensed clinical social worker (LCSW)**
  - **Licensed marriage family therapist (LMFT)**
  - **Licensed professional counselor (LPC)**
  - **Ph.D. psychologist**
- **Diabetic Medical Supplies and Equipment**
- **Durable Medical Equipment**
- **Emergency Medical Services**
- **FQHC (Federally Qualified Health Center) Services**
- **Health and Wellness Services**
- **Home Health Care Services**
- **Occupational Therapy Services**
- **Physician Assistant Services**
- **Physical Therapy Services**
- **Other medically necessary services or supplies**

#### **Advanced Practice Nurse (APN) Services**

An APN must be licensed as a registered nurse (RN) within the categories of practice, specifically, a nurse practitioner, a clinical nurse specialist, a certified nurse midwife (CNM), and a certified registered nurse anesthetist (CRNA), as determined by the Board of Nurse Examiners. APN services must be medically necessary and provided within the scope of practice of the APN, and covered in the Texas Medicaid Program.

#### **Ambulatory Surgical Center (ASC) Services**

These services must be provided in a freestanding ASC, and are limited to items and services provided in reference to an ambulatory surgical

SECTION FOUR  
SERVICE DELIVERY  
EXTENDED HEALTH CARE SERVICES

procedure. A freestanding ASC service should be billed as one inclusive charge on a HCFA-1500, using the TOS "F."

**Bi-level Positive Airway Pressure (BIPAP)**

Bi-pap therapy must be deemed as medically necessary before treatment is initiated.

**Catastrophic Oncology Services**

Benefits for Oncology clients will not automatically terminate once maximum hospital district liability has been met. Once an Oncology client reaches maximum hospital liability, the Oncology provider will be required to submit a projected care plan to the MCICP third party administrator to consider continuation of benefits. If the third party administrator confirms the costs and medical appropriateness of the care plan, the Chief Operating Officer, Chief Financial Officer, or Chief Executive Officer will review the case and consider continuation of benefits based on funds budgeted. The funds budgeted are based on the projected earnings of the Catastrophic Reserve Fund. If insufficient funding is available to continue benefits, the Chief Operating Officer, Chief Financial Officer, or Chief Executive Officer will petition the District Board for additional funding. If the funding is not available, the client will be referred to an alternate provider and the hospital district will no longer be responsible for providing health care benefits.

**Colostomy Medical Supplies and Equipment:**

These supplies and equipment must be medically necessary and prescribed by a Texas licensed physician, PA, or an APN in good standing, within the scope of their practice in accordance with the standards established by their regulatory authority.

The hospital district requires the supplier to receive prior authorization.

Items covered are:

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SERVICE DELIVERY  
EXTENDED HEALTH CARE SERVICES

- Cleansing irrigation kits, colostomy bags/pouches, paste or powder, and skin barriers with flange (wafers).

**Colostomy Medical Supplies and Equipment:**

Description
Ostomy irrigation supply bag
Ostomy irrigation set
Ostomy closed pouch w att. st. barrier
Ostomy rings
Adhesive for ostomy, liquid, cement, powder, or paste
Skin barrier with flange (solid, flexible, or accordion), any size/Wafer

**Mental Health - Counseling Services:**

Mental health counseling and inpatient services will be available for International Classification of Diseases, Ninth Revision mental illnesses beginning with 290.0 – 316 for psychoses, neurotic disorders, personality disorders, and other nonpsychotic mental disorders.

Inpatient services are provided to those who need 24-hour professional monitoring, supervision and assistance in an environment designed to provide safety and security during acute psychiatric crisis.

Inpatient and outpatient psychiatric services: psychotherapy services must be medically necessary; based on a physician referral; and provided by a licensed psychiatrist (MD) or licensed clinical social worker (LCSW, previously known as LMSW -ACP), a licensed marriage family therapist (LMFT), licensed professional counselor (LPC), or a Ph.D. psychologist. These services may also be provided based on an APN referral if the referral is within the scope of their practice.

The hospital district requires prior authorization for all mental health

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(inpatient and outpatient) counseling services.

- All Inpatient Admissions including Residential Care Inpatient Admissions
- All hospital or facility day treatment admissions
- All multiple (more than one) counseling sessions per week
- All multiple hour counseling sessions

Services provided by a physician or therapist for one counseling session (or less) per week, for medication checks, CSU services, and Lab work do not require pre-certification for payment

**Diabetic Medical Supplies and Equipment:**

These supplies and equipment must be medically necessary and prescribed by a Texas licensed physician, PA, or an APN within the scope of their practice in accordance with the standards established by their regulatory authority.

The hospital district requires the supplier to receive prior authorization.

Items covered are:

- Test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and needles required for the humulin pens.
  
- Insulin syringes, humulin pens, and the needles required for humulin pens are dispensed with a National Dispensing Code (NDC) number and are paid as prescription drugs; they do not count toward the three prescription drugs per month limitation. Insulin and humulin pen refills are prescription drugs (not optional services) and count toward the three prescription drugs per month limitation.

**Diabetic Medical Supplies and Equipment:**

Description
Urine test or reagent strips or tablets, 100 tablets or strips
Blood glucose test or reagent test strips

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for home blood glucose monitors, 50 strips
Dextrostick or glucose test strips, per box
Protein reagent strips, per box of 50
Glucose tablets, 6 per box
Glucose gel/react gel, 3 dose pack
Home glucose monitor kit
Alcohol wipes, per box
Spring-powered device for lancet, each
Lancets, per box of 100

**Durable Medical Equipment:**

This equipment must be medically necessary and provided under a written, signed, and dated physician's prescription. A Pa or an APN may also prescribe these supplies and equipment if this is within the scope of their practice in accordance with the standards established by their regulatory authority.

The hospital district requires the supplier to receive prior authorization. Items can be rented or purchased, whichever is the least costly or most efficient.

Items covered with MCHD authorization are:

- Appliances for measuring blood pressure that are reasonable and appropriate, canes, crutches, home oxygen equipment (including masks, oxygen hose, and nebulizers), standard wheelchairs, and walkers that are reasonable and appropriate

**Durable Medical Equipment:**



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<b>Description</b>
Digital blood pressure & pulse monitor
Oxygen, gaseous, per cubic ft
Oxygen contents, liq. Per lb
Oxygen contents, liq. Per 100 lbs
Tubing (oxygen), per foot
Mouth Piece
Variable concentration mask
Disposable kit (pipe style)
Disposable kit (mask style)
Mask w/ headgear
6' tubing
Filters
Cane with tip [New]
Cane with tip [Monthly Rental]
Cane, quad or 3 prong, with tips [New]
Cane, quad or 3 prong, with tips [Monthly Rental]
Crutches, underarm, wood, pair with pads, tips, handgrips [New]
Crutches, underarm, wood, pair with pads, tips, handgrips [Monthly Rental]
Crutch, underarm, wood, each with pad, tip, handgrip
Crutch, underarm, wood, each with pad, tip, handgrip [Monthly Report]
Walker, folding (pickup) adjustable or fixed height [New]
Walker, folding (pickup) adjustable or fixed height [Monthly Rental]

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Walker, folding with wheels
Portable oxygen [Rental] Includes: regulator, cart and (2) tanks per month
Nebulizer, with compressor [New]
Nebulizer, durable, glass or autoclavable plastic, bottle [New]
Nebulizer, durable, glass or autoclavable plastic, bottle [Monthly Rental]
Wheelchair, standard [New]
Wheelchair, standard [Monthly Rental]
Oxygen Concentrator, Capable of delivering 85% or > Oxygen Concen at Perc Flw Rt [Monthly Rental]
Standard wheelchair
Lightweight wheelchair
Ultra lightweight wheelchair
Elevating leg rests, pair
Continuous positive airway pressure (CPAP) device [monthly rental up to purchase]
Orthopedic braces [monthly rental up to purchase]
Wound care supplies

**Emergency Medical Services:**

Emergency Medical Services (EMS) services are ground ambulance transport services. When the client's condition is life-threatening and requires the use of special equipment, life support systems, and close

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monitoring by trained attendants while en route to the nearest appropriate (mandated) facility, ground transport is an emergency service.

The hospital district requires the clients to use MCHD EMS services only. EMS Dispatch must be notified by provider that the patient is a MCHD MCICP Client at time of request.

**Federally Qualified Health Center (FQHC) Services:**

These services must be provided in an approved FQHC by a Texas licensed physician, a physician's assistant, or an advanced practice nurse, a clinical psychologist, or a clinical social worker.

**Health and Wellness Services**

All MCICP clients will participate in a Health Risk Assessment (HRA) annually while enrolled in the program. Results of the HRA will be reviewed by and with a medical provider and clients will be assigned a HCAP Case Manager and a primary care medical home to aid in disease prevention, disease management, health education, and care coordination.

Compliance with this service will be mandatory for continued participation in the MCICP.

**Home Health Care Services**

These services must be medically necessary and provided under a written, signed, and dated physician's prescription. A PA or an APN may also prescribe these services if this is within the scope of their practice in accordance with the standards established by their regulatory authority.

The hospital district requires the provider to receive prior authorization.

**Occupational Therapy Services:**

These services must be medically necessary and may be covered if provided in a physician's office, a therapist's office, in an outpatient rehabilitation or free-standing rehabilitation facility, or in a licensed

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hospital. Services must be within the provider's scope of practice, as defined by Occupations Code, Chapter 454.

The hospital district requires the provider to receive prior authorization.

**Physician Assistant (PA) Services:**

These services must be medically necessary and provided by a PA under the supervision of a Texas licensed physician and billed by and paid to the supervising physician.

**Physical Therapy Services:**

These services must be medically necessary and may be covered if provided in a physician's office, a therapist's office, in an outpatient rehabilitation or free-standing rehabilitation facility, or in a licensed hospital. Services must be within the provider's scope of practice, as defined by Occupations Code, Chapter 453.

The hospital district requires the provider to receive prior authorization.

### ***EXCLUSIONS AND LIMITATIONS***

**The Following Services, Supplies, and Expenses are not MCHD MCICP Benefits:**

- Abortions; unless the attending physician certifies in writing that, in his professional judgment, the mother's life is endangered if the fetus were carried to term or unless the attending physician certifies in writing that the pregnancy is related to rape or incest;
- Acupuncture or Acupressure
- Air conditioners, humidifiers and purifiers, swimming pools, hot tubs, or waterbeds, whether or not prescribed by a physician;
- Air Medical Transport;
- Ambulation aids unless they are authorized by MCHD;
- Autopsies;
- Charges exceeding the specified limit per client in the Plan;
  - The maximum Hospital District liability for each fiscal year for health care services provided by all assistance providers, including hospital and skilled nursing facility (SNF), to each MCICP client is, excluding Oncology clients:
    - \$60,000; or
    - the payment of 30 days of hospitalization or treatment in a SNF, or both, or \$60,000, whichever occurs first.
    - 30 days of hospitalization refers to inpatient hospitalization.
  - The maximum Hospital District liability for each fiscal year for Mental Health – Counseling services provided by all assistance providers, including hospital, to each MCICP client is:
    - \$20,000;
- Charges made by a nurse for services which can be performed by a person who does not have the skill and training of a nurse;
- Chiropractors;

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- Cosmetic (plastic) surgery to improve appearance, rather than to correct a functional disorder; here, functional disorders do not include mental or emotional distress related to a physical condition. All cosmetic surgeries require MCHD authorization;
- Cryotherapy machine for home use;
- Custodial care;
- Dental care; except for reduction of a jaw fracture or treatment of an oral infection when a physician determines that a life-threatening situation exists and refers the patient to a dentist;
- Dentures;
- Drugs, which are:
  - Not approved for sale in the United States, or
  - Over-the-counter drugs (except with MCHD authorization)
  - Outpatient prescription drugs not purchased through the prescription drug program, or
  - Not approved by the Food and Drug Administration (FDA), or
  - Dosages that exceed the FDA approval, or
  - Approved by the FDA but used for conditions other than those indicated by the manufacturer;
- Durable medical equipment supplies unless they are authorized by MCHD;
- Exercising equipment (even if prescribed by a physician), vibratory equipment, swimming or therapy pools, hypnotherapy, massage therapy, recreational therapy, enrollment in health or athletic clubs;
- Experimental or research programs;
- Family planning services are not payable if other entities exist to provide these services in Montgomery County;
- For care or treatment furnished by:

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- Christian Science Practitioner
- Homeopath
- Marriage, Family, Child Counselor (MFCC)
- Naturopath.
- Genetic counseling or testing;
- Hearing aids;
- Hormonal disorders, male or female;
- Hospice Care;
- Hospital admission for diagnostic or evaluation procedures unless the test could not be performed on an outpatient basis without adversely affecting the health of the patient;
- Hospital beds;
- Hospital room and board charges for admission the night before surgery unless it is medically necessary;
- Hysterectomies performed solely to accomplish sterilization:
  - A hysterectomy shall only be performed for other medically necessary reasons,
    - The patient shall be informed that the hysterectomy will render the patient unable to bear children.
    - A hysterectomy may be covered in an emergent situation if it is clearly documented on the medical record.
      - An emergency exists if the situation is a life-threatening emergency; or the patient has severe vaginal bleeding uncontrollable by other medical or surgical means; or the patient is comatose, semi-comatose, or under anesthesia;
- Immunizations and vaccines except with MCHD authorization;
  - Pneumovaccine shots for appropriate high risk clients and flu shots once a year may be covered
  - Other immunizations covered are those that can be administered by MCHD staff. A current prescription from a physician is required for immunizations given by MCHD staff.

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- Infertility, infertility studies, invitro fertilization or embryo transfer, artificial insemination, or any surgical procedure for the inducement of pregnancy;
- Legal services;
- Marriage counseling, or family counseling when there is not an identified patient;
- Medical services, supplies, or expenses as a result of a motor vehicle accident or assault unless MCHD MCICP is the payor last resort ;
- More than one physical exam per year per **active** client;
- Obstetrical Care, except with MCHD Administration authorization;
- Other CPT codes with zero payment or those not allowed by county indigent guidelines;
- Outpatient psychiatric services (Counseling) that exceed 30 visits during a fiscal year unless the hospital district chooses to exceed this limit upon hospital district review of an individual's case record.
- Parenteral hyperalimentation therapy as an outpatient hospital service unless the service is considered medically necessary to sustain life. Coverage does not extend to hyperalimentation administered as a nutritional supplement;
- Podiatric care unless the service is covered as a physician service when provided by a licensed physician;
- Private inpatient hospital room except when:
  - A critical or contagious illness exists that results in disturbance to other patients and is documented as such,
  - It is documented that no other rooms are available for an emergency admission, or
  - The hospital only has private rooms.
- Prosthetic or orthotic devices, except under MCICP Administration authorization;
- Recreational therapy;



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- Routine circumcision if the patient is more than three days old unless it is medically necessary. Circumcision is covered during the first three days of his newborn's life;
- Separate payments for services and supplies to an institution that receives a vendor payment or has a reimbursement formula that includes the services and supplies as a part of institutional care;
- Services or supplies furnished for the purpose of breaking a "habit", including but not limited to overeating, smoking, thumb sucking;
- Services or supplies provided in connection with cosmetic surgery unless they are authorized for specific purposes by the hospital district or its designee before the services or supplies are received and are:
  - Required for the prompt repair of an accidental injury
  - Required for improvement of the functioning of a malformed body member
- Services provided by an immediate relative or household member;
- Services provided outside of the United States;
- Services rendered as a result of (or due to complications resulting from) any surgery, services, treatments or supplier specifically excluded from coverage under this handbook;
- Sex change and/or treatment for transsexual purposed or treatment for sexual dysfunctions of inadequacy which includes implants and drug therapy;
- Sex therapy, hypnotics training (including hypnosis), any behavior modification therapy including biofeedback, education testing and therapy (including therapy intended to improve motor skill development delays) or social services;
- Social and educational counseling;
- Spinograph or thermograph;
- Surgical procedures to reverse sterilization;
- Take-home items and drugs or non-prescribed drugs;

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- Transplants, including Bone Marrow;
- Treatment of flat foot (flexible pes planus) conditions and the prescription of supportive devices (including special shoes), the treatment of subluxations of the foot and routine foot care more than once every six months, including the cutting or removal of corns, warts, or calluses, the trimming of nails, and other routine hygienic care
- Treatment of obesity and/or for weight reduction services or supplies (including weight loss programs);
- Vision Care, including eyeglasses, contacts, and glass eyes;
  - Except, every 12 month's one **diabetic** eye examination only may be covered.
- Vocational evaluation, rehabilitation or retraining;
- Voluntary self-inflicted injuries or attempted voluntary self-destruction while sane or insane;
- Whole blood or packed red cells available at not cost to patient.

Conflicts In Other Agreements:

The provisions set forth in this Handbook shall be subject to and superseded by any contrary and/or conflicting provisions in any contract or agreement approved by the District's Board of Directors. To the extent of such conflict, the provisions in such contract or agreement shall control, taking precedence over any conflicting provisions contained in this Handbook.

## ***SERVICE DELIVERY DISPUTES***

### **Appeals of Adverse Benefits Determinations**

All claims and questions regarding health claims should be directed to the Third Party Administrator. MCHD shall be ultimately and finally responsible for adjudicating such claims and for providing full and fair review of the decision on such claims in accordance with the following provisions. Benefits under the Plan will be paid only if MCHD decides in its discretion that the Provider is entitled to them under the applicable Plan rules and regulations in effect at the time services were rendered. The responsibility to process claims in accordance with the Handbook may be delegated to the Third Party Administrator; provided, however, that the Third Party Administrator is not a fiduciary or trustee of the Plan and does not have the authority to make decisions involving the use of discretion.

Each Provider claiming benefits under the Plan shall be responsible for supplying, at such times and in such manner as MCHD in its sole discretion may require, written proof that the expenses were incurred or that the benefit is covered under the Plan. If MCHD in its sole discretion shall determine that the Provider has not Incurred a Covered Expense, provided a Covered Service, or that the benefit is not covered under the Plan, or if the Provider shall fail to furnish such proof as is requested, no benefits shall be payable under the Plan.

NOTE: PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 271.154, THE EXHAUSTION OF THE FOLLOWING APPEAL PROCEDURES SHALL BE A PRECONDITION TO THE INSTITUTION OF LITIGATION AGAINST MCHD FOR PAYMENT OF A CLAIM ARISING FROM PROVIDER'S PROVISION OF SERVICES TO A MCHD HCAP CLIENT. ANY SUIT FILED PRIOR TO THE EXHAUSTION OF THE FOLLOWING APPEAL PROCEDURES SHALL BE SUBJECT TO ABATEMENT UNTIL SUCH APPEAL PROCEDURES HAVE BEEN EXHAUSTED.

#### ***Full and Fair Review of All Claims***

In cases where a claim for benefits is denied, in whole or in part, and the Provider believes the claim has been denied wrongly, the Provider may appeal the denial and review pertinent documents, including the Covered Services and fee schedules pertaining to such Covered Services. The claims procedures of this Plan afford a Provider with a reasonable opportunity for a full and fair review of a claim and adverse benefit determination. More specifically, the Plan provides:

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1. Provider at least 95 days following receipt of a notification of an initial adverse benefit determination within which to appeal the determination and 60 days to appeal a second adverse benefit determination;
2. Provider the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits;
3. For an independent review that does not afford deference to the previous adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan, who shall be neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;
4. For a review that takes into account all comments, documents, records, and other information submitted by the Provider relating to the claim, without regard to whether such information was submitted or considered in any prior benefit determination;
5. That, in deciding an appeal of any adverse benefit determination that is based in whole or in part upon a medical judgment, the Plan fiduciary shall consult with one or more health care professionals who have appropriate training and experience in the field of medicine involved in the medical judgment, and who are neither individuals who were consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinates of any such individual;
6. For the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claim, even if the Plan did not rely upon their advice; and
7. That a Provider will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Provider's claim for benefits to the extent such records are in possession of the MCHD or the Third Party Administrator; information regarding any voluntary appeals procedures offered by the Plan; any internal rule, guideline, protocol or other similar criterion relied upon in making the adverse determination; and an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Client's medical circumstances.

## **First Appeal Level**

### **Requirements for First Appeal**

The Provider must file the first appeal in writing within 95 days following receipt of the notice of an adverse benefit determination. Otherwise the initial determination stands as the final determination and is not appealable. To file an appeal, the Provider's appeal must be addressed as follows and either emailed or faxed as follows:

### **Claims Appeal**

**HCAPbillpay@mchd-tx.org**

**Fax Number: 936-523-5137**

It shall be the responsibility of the Provider to submit proof that the claim for benefits is covered and payable under the provisions of the Plan.

Any appeal must include the following information:

1. The name of the Client/Provider;
2. The Client's social security number (Billing ID);
3. The Client's HCAP #;
4. All facts and theories supporting the claim for benefits. Failure to include any theories or facts in the appeal will result in claim being deemed waived. In other words, the Provider will lose the right to raise factual arguments and theories, which support this claim if the Provider fails to include them in the appeal;
5. A statement in clear and concise terms of the reason or reasons for disagreement with the handling of the claim; and
6. Any material or information that the Provider has which indicates that the Provider is entitled to benefits under the Plan.

If the Provider provides all of the required information, it will facilitate a prompt decision on whether Provider's claim will be eligible for payment under the Plan.

**Timing of Notification of Benefit Determination on First Appeal**

MCHD shall notify the Provider of the Plan's benefit determination on review within the following timeframes:

***Pre-service Non-urgent Care Claims***

Within a reasonable period of time appropriate to the medical circumstances, but not later than 15 business days after receipt of the appeal

**Concurrent Care Claims**

The response will be made in the appropriate time period based upon the type of claim – Pre-service Non-urgent or Post-service.

**Post-service Claims**

Within a reasonable period of time, but not later than 30 days after receipt of the appeal

**Calculating Time Periods**

The period of time within which the Plan's determination is required to be made shall begin at the time an appeal is filed in accordance with the procedures of this Plan, with all information necessary to make the determination accompanying the filing.

**Manner and Content of Notification of Adverse Benefit Determination on First Appeal.**

MCHD may provide a Provider with notification, in writing or electronically, of a Plan's adverse benefit determination on review, setting forth:

1. The specific reason or reasons for the denial;
2. Reference to the specific portion(s) of the Handbook and/ or Provider Agreements on which the denial is based;
3. A description of the Plan's review procedures and the time limits applicable to the procedures for further appeal; and
4. The following statement: "You and your Provider Agreement may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what additional recourse may be available is to contact MCHD."

**Furnishing Documents in the Event of an Adverse Determination.** In the case of an adverse benefit determination on review, MCHD may provide such access to, and copies of, documents, records, and other information used in making the determination of the section relating to "Manner and Content of Notification of Adverse Benefit Determination on First Appeal" as appropriate under the particular circumstances.

## Second Appeal Level

### **Adverse Decision on First Appeal; Requirements for Second Appeal**

Upon receipt of notice of the Plan's adverse decision regarding the first appeal, the Provider has an additional 60 days to file a second appeal of the denial of benefits. The Provider again is entitled to a "full and fair review" of any denial made at the first appeal, which means the Provider has the same rights during the second appeal as he or she had during the first appeal. As with the first appeal, the Provider's second appeal must be in writing and must include all of the items and information set forth in the section entitled "Requirements for First Appeal" And shall additionally include a brief statement setting forth the Provider's rationale as to why the initial appeal decision was in error

### **Timing of Notification of Benefit Determination on Second Appeal**

MCHD shall notify the Provider of the Plan's benefit determination following the second appeal within the following timeframes:

#### **Pre-service Non-urgent Care Claims**

Within a reasonable period of time appropriate to the medical circumstances, but not later than 15 business days after receipt of the second appeal.

#### **Concurrent Care Claims**

The response will be made in the appropriate time period based upon the type of claim – Pre-service Urgent, Pre-service Non-urgent or Post-service.

#### **Post-service Claims**

Within a reasonable period of time, but not later than 30 days after receipt of the second appeal.

#### **Calculating Time Periods**

The period of time within which the Plan's determination is required to be made shall begin at the time the second appeal is filed in accordance with the procedures of this Plan, with all information necessary to make the determination accompanying the filing.

### **Manner and Content of Notification of Adverse Benefit Determination on Second Appeal**

The same information must be included in the Plan's response to a second appeal as a first appeal, except for (i) a description of any additional information necessary for the Provider to perfect the claim and an explanation of why such information is needed; and (ii) a description of the Plan's review procedures and the time limits applicable to the procedures. See the section entitled "Manner and Content of Notification of Adverse Benefit Determination on First Appeal."

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**Furnishing Documents in the Event of an Adverse Determination** In the case of an adverse benefit determination on the second appeal, MCHD may provide such access to, and copies of, documents, records, and other information used in making the determination of the section relating to "Manner and Content of Notification of Adverse Benefit Determination on First Appeal" as is appropriate, including its determinations pertaining to Provider's assertions and basis for believing the initial appeal decision was in error.

**Decision on Second Appeal to be Final**

If, for any reason, the Provider does not receive a written response to the appeal within the appropriate time period set forth above, the Provider may assume that the appeal has been denied. The decision by the MCHD or other appropriate named fiduciary of the Plan on review will be final, binding and conclusive and will be afforded the maximum deference permitted by law. All claim review procedures provided for in the Plan must be exhausted before any legal action is brought. Any legal action for the recovery of any benefits must be commenced within one-year after the Plan's claim review procedures have been exhausted or legal statute.

**Appointment of Authorized Representative**

A Provider is permitted to appoint an authorized representative to act on his behalf with respect to a benefit claim or appeal of a denial. To appoint such a representative, the Provider must complete a form, which can be obtained from MCHD or the Third Party Administrator. In the event a Provider designates an authorized representative, all future communications from the Plan will be with the representative, rather than the Provider, unless the Provider directs MCHD, in writing, to the contrary.



## ***MANDATED PROVIDER INFORMATION***

### **Policy Regarding Reimbursement Requests From Non-Mandated Providers For The Provision Of Emergency And Non-Emergency Services**

#### **Continuity of Care:**

It is the intent of the District and its MCICP Office to assure continuity of care is received by the patients who are on the rolls of the Plan. For this purpose, mandated provider relationships have been established and maintained for the best interest of the patients' health status. The client/patient has the network of mandated providers explained to them and signs a document to this understanding at the time of eligibility processing in the MCICP Office. Additionally, they demonstrate understanding in a like fashion that failure to use mandated providers, unless otherwise authorized, will result in them bearing independent financial responsibility for their actions.

#### **Prior Approval:**

A non-mandated health care provider must obtain approval from the Hospital District's Montgomery County Indigent Care Plan (MCICP) Office before providing health care services to an active MCICP patient. Failure to obtain prior approval or failure to comply with the notification requirements below will result in rejection of financial reimbursement for services provided.

#### **Mandatory Notification Requirements:**

- The non-mandated provider shall attempt to determine if the patient resides within District's service area when the patient first receives services if not beforehand as the patients condition may dictate.
- The provider, the patient, and the patient's family shall cooperate with the District in determining if the patient is an active client on the MCICP rolls of the District for MCICP services.
- Each individual provider is independently responsible for their own notification on each case as it presents.
- If a non-mandated provider delivers emergency or non-emergency services to a MCICP patient who the provider suspects might be an active client on the MCICP rolls with the District, the provider shall notify the District's MCICP Office that services have been or will be provided to the patient.

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. The notice shall be made:

- (1) By telephone not later than the 72nd hour after the provider determines that the patient resides in the District's service area and is suspect of being an active client on the District's MCICP rolls;  
and
- (2) By mail postmarked not later than the fifth working day after the date on which the provider determines that the patient resides in the District's service area.

**Authorization:**

The District's MCICP Office may authorize health care services to be provided by a non-mandated provider to a MCICP patient only:

- . In an emergency (as defined below and interpreted by the District);
- . When it is medically inappropriate for the District's mandated provider to provide such services; or
- . When adequate medical care is not available through the mandated provider.

**Emergency Defined:**

An "emergency medical condition" is defined as a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in:

- . Placing the patients health in serious jeopardy,
- . Serious impairment of bodily functions, or
- . Serious dysfunction of any bodily organ or part.

**Emergency Medical Services:**

MCHD as a provider of EMS for Montgomery County is independently responsible in determining the most appropriate destination by its own policies and procedures for all transported patients, including MCICP client patients. MCICP client patients are to (as conditions allow) notify EMS about their mandated provider as a preferred destination.

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**Reimbursement:**

In such event, the District shall provide written authorization to the non-mandated provider to provide such health care services as are medically appropriate, and thereafter the District shall assume responsibility for reimbursement for the services rendered by the non-mandated provider at the reimbursement rates approved for the District's mandated provider, generally but not limited to, being those reimbursement rates approved by the Texas Department of State Health Services pursuant to the County Indigent Health Care And Treatment Act. Acceptance of reimbursement by the non-mandated provider will indicate payment in full for services rendered.

If a non-mandated provider delivers emergency or non-emergency services to a patient who is on the MCICP rolls of the District and fails to comply with this policy, including the mandatory notice requirements, the non-mandated provider is not eligible for reimbursement for the services from the District.

**Return to Mandated Provider:**

Unless authorized by the District's MCICP Office to provide health care services, a non-mandated provider, upon learning that the District has selected a mandated provider, shall see that the patient is transferred to the District's selected mandated provider of health care services.

**Appeal:**

If a health care provider disagrees with a decision of the MCICP Office regarding reimbursement and/or payment of a claim for treatment of a person on the rolls of the District's MCICP, the provider will have to appeal the decision to the District's Board of Directors and present its position and evidence regarding coverage under this policy. The District will conduct a hearing on such appeal in a reasonable and orderly fashion. The health care provider and a representative of the MCICP Office will have the opportunity to present evidence, including their own testimony and the testimony of witnesses. After listening to the parties' positions and reviewing the evidence, the District's Board of Directors will determine an appropriate action and issue a written finding.

# **SECTION FIVE FORMS**

## FORMS

Forms may exist online in electronic form through MCHD's Indigent Healthcare Services (I.H.S.) software.

- HCAP Form 100: MONTGOMERY COUNTY HOSPITAL DISTRICT'S HEALTHCARE ASSISTANCE APPLICATION
- HCAP Form 2: MCICP APPOINTMENT CARD
- HCAP Form 3: MCICP BEHAVIORAL GUIDELINES
- HCAP Form A: ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES FORM
- HCAP Form B: ASSET AND BACKGROUND CHECK FORM
- HCAP Form C: MEDICAL HISTORY FORM
- HCAP Form D: RELEASE FORM
- HCAP Form E: SUBROGATION FORM
- HCAP Form G: HOW TO CONTACT THE ELIGIBILITY OFFICE REGARDING YOUR SSI STATUS
- HCAP Form H: REPRESENTATION AND ACKNOWLEDGEMENT FORM
- HCAP Form I: ASSIGNMENT OF HEALTH INSURANCE PROCEEDS
- HCAP FORM J: HCAP FRAUD POLICY AND PROCEDURES
- HCAP Form 12: REQUEST FOR INFORMATION
- HCAP Form 101: WORKSHEET (*Electronic Version*)
- HCAP Form 102: STATEMENT OF SUPPORT
- HCAP Form 103: REQUEST FOR DOMICILE VERIFICATION
- HCAP Form 109: NOTICE OF ELIGIBILITY (*Electronic Version*)
- HCAP Form 110: MCICP IDENTIFICATION CARD
- HCAP Form 117: NOTICE OF INELIGIBILITY (*Electronic Version*)
- HCAP Form 120: NOTICE OF INCOMPLETE APPLICATION
- HCAP Form 200: EMPLOYER VERIFICATION FORM
- HCAP Form 201: SELF-EMPLOYMENT VERIFICATION FORM

# **APPENDIX I GLOSSARY OF TERMS**

## GLOSSARY

**Adult** - A person at least age 18 or a younger person who is or has been married or had the disabilities of minority removed for general purposes.

**Accessible Resources** - Resources legally available to the household.

**Aged Person** - Someone aged 60 or older as of the last day of the month for which benefits are being requested.

**Alien Sponsor** – a person who signed an affidavit of support (namely, INS Form I-864 or I-864-A) on or after December 19, 1997, agreeing to support an alien as a condition of the alien’s entry into the United States.

Not all aliens must obtain a sponsor before being admitted into the U.S.

**Application Completed Date** – The date that Form 100 and all information necessary to make an eligibility determination is received.

**Approval Date**- The date that the hospital district issues Form 109, Notice of Eligibility, and HCAP Form 110, MCICP Identification Card, is issued to the client.

**Assets** - All items of monetary value owned by an individual.

**Budgeting** - The method used to determine eligibility by calculating income and deductions using the best estimate of the household’s current and future circumstances and income.

**Candidate** - Person who is applying for MCICP benefits who has NEVER been on the Plan before.

**Claim** – Completed CMS-1500, UB-04 , pharmacy statement with detailed documentation, or an electronic version thereof.

**Claim Pay Date** - The date that the hospital district writes a check to pay a claim.

**Client** – Eligible resident who is actively receiving healthcare benefits on MCICP.

**Common Law Marriage** - relationship recognized under Texas law in which the parties age 18 or older are free to marry, live together, and hold out to the public that they are husband and wife.

A minor child in Texas is not legally allowed to enter a common law marriage unless the claim of common law marriage began before September 1, 1997.

**Complete Application** - A complete application (Application for MCICP, Form 100) includes validation of these components:

- The applicant's full name and address,
- The applicant's county of residence is Montgomery County,
- The names of everyone who lives in the house with the applicant and their relationship to the applicant,
- The type and value of the MCHD MCICP household's resources,
- The MCHD MCICP household's monthly gross income,
- Information about any health care assistance that household members may receive,
- The applicant's Social Security number,
- The applicant's signature with the date the Form 100 is signed, and
- All needed information, such as verifications.

The date that Form 100 and all information necessary to make an eligibility determination is received is the application completion date.

**Co-payments** – The amount requested from the client to help contribute to their healthcare expenses. Also known and referenced as “co-pays” in some MCICP documents.

**County** – A county not fully served by a public facility, namely, a public hospital or a hospital district; or a county that provides indigent health care services to its eligible residents through a hospital established by a board of managers jointly appointed by a county and a municipality.

**Days** - All days are calendar days, except as specifically identified as workdays.

**Denial Date** – The date that Form 117, Notice of Ineligibility, is issued to the candidate.

**Disabled Person** - Someone who is physically or mentally unfit for employment.

**Disqualified Person** – A person receiving or is categorically eligible to receive Medicaid.

**The District** – Montgomery County Hospital District

**Domicile** - A residence

**DSHS** - Department of State Health Services (Texas DSHS)



**Earned Income** - Income a person receives for a certain degree of activity or work. Earned income is related to employment and, therefore, entitles the person to work-related deductions not allowed for unearned income.

**Eligible Montgomery County Resident** - An eligible county resident must reside in Montgomery County, and meets the resource, income, and citizenship requirements.

**Eligibility Effective Date** - The date that a client becomes qualified for benefits.

**Eligibility End (Expiration) Date** – The date that a client’s eligibility ends

**Eligibility Staff** - Individuals who determine Plan eligibility may be hospital district personnel, or persons under contract with the hospital district to determine Plan eligibility.

**Emancipated Minor** - A person under age 18 who has been married as recognized under Texas law. The marriage must not have been annulled.

**Emergency medical condition** - Is defined as a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in:

- . Placing the patients’ health in serious jeopardy,
- . Serious impairment of bodily functions, or
- . Serious dysfunction of any bodily organ or part.

**Equity** - The amount of money that would be available to the owner after the sale of a resource. Determine this amount by subtracting from the fair market value any money owed on the item and the costs normally associated with the sale and transfer of the item.

**Expenditure** - Funds spent on basic or extended health care services.

**Expenditure Tracking** - A hospital district should track monthly basic and extended health care expenditures.

**Extended Services** – MCHD approved, extended health care services that the hospital district determines to be necessary and cost-effective and chooses to provide.

**Fair Market Value** - The amount a resource would bring if sold on the current local market.

**Governmental Entity** - A county, municipality, or other political subdivision of the state, excluding a hospital district or hospital authority.

**Gross Income** - Income before deductions.

**GRTL** - The county's General Revenue Tax Levy (GRTL) is used to determine eligibility for state assistance funds. For information on determining and reporting the GRTL, contact Teri Rodgers, Property Tax Division of the Texas State Comptroller of Public Accounts at 800/252-9121.

**Hospital District** - A hospital district created under the authority of the Texas Constitution Article IX, Sections 4 – 11.

**Identifiable Application**- An application is identifiable if it includes: the applicant's name, the applicant's address, the applicant's social security number, the applicant's date of birth, the applicant's signature, and the date the applicant signed the application.

**Identifiable Application Date**- The date on which an identifiable application is received from an applicant.

**Inaccessible Resources** - Resources not legally available to the household. Examples include but are not limited to irrevocable trust funds, property in probate, security deposits on rental property and utilities.

**Income** - Any type of payment that is of gain or benefit to a household.

**Managing Conservator** - A person designated by a court to have daily responsibility for a child.

**Mandated Provider** - A health care provider, selected by the hospital district, who agrees to provide health care services to eligible clients.

**Married Minor** - An individual, age 14-17, who is married and such is recognized under the laws of the State of Texas. These individuals must have parental consent or court permission. An individual under age 18 may not be a party to an informal (common law) marriage.

**MCHD Fiscal Year** - The twelve-month period beginning October 1 of each calendar year and ending September 30 of the following calendar year.

**Medicaid** - The Texas state-paid insurance program for recipients of Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), and health care assistance programs for families and children.

**Midlevel Practitioner** – An Individual healthcare practitioner other than a physician, dentist or podiatrist, who is licensed, registered, or otherwise, permitted in the State of Texas who practices professional medicine.

**Minor Child** - A person under age 18 who is not or has not been married and has not had the disabilities of minority removed for general purposes.

**Net income** - Gross income minus allowable deductions.

**Personal Possessions** - appliances, clothing, farm equipment, furniture, jewelry, livestock, and other items if the household uses them to meet personal needs essential for daily living.

**Public Facility** - A hospital owned, operated, or leased by a hospital district.

**Public Hospital** - A hospital owned, operated, or leased by a county, city, town, or other political subdivision of the state, excluding a hospital district and a hospital authority. For additional information, refer to Chapter 61, Health and Safety Code, Subchapter C.

**Real Property** - Land and any improvements on it.

**Reimbursement** - Repayment for a specific item or service.

**Relative** - A person who has one of the following relationships biologically or by adoption:

- Mother or father,
- Child, grandchild, stepchild,
- Grandmother or grandfather,
- Sister or brother,
- Aunt or uncle,
- Niece or nephew,
- First cousin,
- First cousin once removed, and
- Stepmother or stepfather.

Relationship also extends to:

- The spouse of the relatives listed above, even after the marriage is terminated by death or divorce,
- The degree of great-great aunt/uncle and niece/nephew, and
- The degree of great-great-great grandmother/grandfather.

**Resources** - Both liquid and non-liquid assets a person can convert to meet his needs. Examples include but are not limited to: bank accounts, boats, bonds, campers, cash, certificates of deposit, gas rights, livestock (unless the livestock is used to meet personal needs essential for daily living), mineral rights, notes, oil rights, real estate (including buildings and land, other than a homestead), stocks, and vehicles.

APPENDIX I.  
GLOSSARY OF TERMS

**Service Area** - The geographic region in which a hospital district has a legal obligation to provide health care services.

**Sponsored Alien** – a sponsored alien means a person who has been lawfully admitted to the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. Section 1101 et seq.) and who, as a condition of admission, was sponsored by a person who executed an affidavit of support on behalf of the person.

**Status Date** – The date when the hospital district make a change to a client's status.

**TDSHS** – Texas Department of State Health Services

**Temporary Absence** – When a client is absent from Montgomery County for less than or equal to 30 days.

**Termination Date** - The date that the hospital district ends a client's benefits.

**Third Party Administrator (TPA)** – The designated TPA shall be Boon-Chapman Benefit Administrators, Inc.

**Tip Income** - Income earned in addition to wages that is paid by patrons to people employed in service-related occupations, such as beauticians, waiters, valets, pizza delivery staff, etc.

**Unearned Income** - Payments received without performing work-related activities.

**V.A. Veteran** – A veteran must have served at least 1 day of active duty military time prior to September 7, 1980 and if service was after that date, at least 24 months of active duty military time to eligible for medical services through the Department of Veteran affairs (Form DD214 may be requested).

**APPENDIX II  
MCHD'S ENABLING  
LEGISLATION**

## MONTGOMERY COUNTY HOSPITAL DISTRICT'S ENABLING LEGISLATION

### MONTGOMERY COUNTY HOSPITAL DISTRICT<sup>1</sup>

**An Act relating to the creation, administration, maintenance, operation, powers, duties, and financing of the Montgomery County Hospital District of Montgomery County, Texas, by authority of Article IX, Section 9 of the Texas Constitution.**

*Be it enacted by the Legislature of the State of Texas:*

**Section 1. In accordance with the provisions of Article IX, Section 9, of the Texas Constitution, this Act authorizes the creation, administration, maintenance, operation, and financing of a hospital district within this state with boundaries coextensive with the boundaries of Montgomery County, Texas, to be known as “Montgomery County Hospital District” with such rights, powers, and duties as provided in this Act.**

**Sec. 2. The district shall take over and there shall be transferred to it title to all land, buildings, improvements, and equipment pertaining to the hospitals or hospital system owned by the county or any city or town within the boundaries of the proposed district and shall provide for the establishment of a health care or hospital system by the purchase, gift, construction, acquisition, repair, or renovation of buildings and equipment and equipping same and the administration of the system for health care or hospital purposes. The district may take over and may accept title to land, buildings, improvements, and equipment of a nonprofit hospital within the district if the governing**

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<sup>1</sup> The Montgomery County Hospital District was created in 1977 by the 65<sup>th</sup> Leg., R.S., Ch. 258. It was amended by the following Acts: Act of 1985, 69<sup>th</sup> Leg., R.S., Ch. 516; Act of 1991, 72<sup>nd</sup> Leg., R.S., Ch. 511; Act of 1993, 73<sup>rd</sup> Leg., R.S., Ch. 267; Act of 1995, Ch. 468; Act of 1999, 76<sup>th</sup> Leg. R.S., Ch. 747; Act of 2003, 78<sup>th</sup> Leg. R.S., Ch. 529 (HB 1251); Act of 2005, 79<sup>th</sup> Leg. R.S.Ch. 690 (SB 264) and Ch. 476 (HB 192).

authority or authorities of the hospital and district agree to the transfer. The district shall assume the outstanding indebtedness incurred by any city or town within the district or by the county for hospital purposes within the boundaries of the district.

Section 3. (a) The district shall not be created nor shall any tax in the district be authorized unless and until the creation and tax are approved by a majority of the electors of the area of the proposed district voting at an election called for that purpose. The election may be called by the commissioners court on presentation of a petition therefor signed by at least 50 electors of the area of the proposed district. The election shall be held not less than 35 nor more than 60 days from the date the election is ordered. The order calling the election shall specify the date, place or places of holding the election, the form of ballot, and the presiding judge and alternate judge for each voting place and shall provide for clerks as in county elections. Notice of election shall be given by publishing a substantial copy of the election order in a newspaper of general circulation in the county once a week for two consecutive weeks, the first publication to appear at least 30 days prior to the date established for the election. The failure of the election shall not operate to prohibit the calling and holding of subsequent elections for the same purposes; provided no district confirmation election shall be held within 12 months of any preceding election for the same purpose. If the district is not confirmed at an election held within 60 months from the effective date of this Act, this Act is repealed.

(b) At the election there shall be submitted to the electors of the area of the proposed district the proposition of whether the hospital district shall be created with authority to levy annual taxes at a rate not to exceed 75 cents on the \$100 valuation on all taxable property situated within the hospital district, subject to hospital district taxation, for the purpose of meeting the requirements of the district's bonds, indebtedness assumed

by it, and its maintenance and operating expenses, and a majority of the electors of the area of the proposed district voting at the election in favor of the proposition shall be sufficient for its adoption.

(c) The form of ballot used at the election on the creation of the district shall be in conformity with Section 61, Texas Election Code, as amended (Article 6.05, Vernon's Texas Election Code), so that ballots may be cast on the following proposition: The creation of Montgomery County Hospital District, providing for the levy of a tax not to exceed 75 cents on each \$100 of valuation on all taxable property situated within the hospital district, subject to hospital district taxation, and providing for the assumption by the district of all outstanding bonds and indebtedness previously issued or incurred for hospital purposes within the boundaries of the proposed hospital district by the county and any city or town therein.

Sec. 4. (a) The district is governed by a board of seven directors. Three of the directors shall be elected at large from the entire district, and the remaining four directors each shall be elected from a different commissioner's precinct in the district, and each shall be a resident of the precinct he represents. Candidates to represent the district at large shall run by position. A qualified elector is entitled to vote for the directors to be elected at large and for the director to be elected from the precinct in which the elector resides. Directors shall serve for terms of four years expiring on the second Tuesday in June. No person may be appointed or elected as a member of the board of directors of the hospital district unless he is a resident of the district and a qualified elector and unless at the time of such election or appointment he shall be more than 21 years of age. No person may be appointed or elected as a director of the hospital district if he holds another appointed or



elected public office of honor, trust or profit. A person holding another public office of honor, trust or profit who seeks to be appointed or elected a director automatically vacates the first office. Each member of the board of directors shall serve without compensation and shall qualify by executing the constitutional oath of office and shall execute a good and sufficient bond for \$1,000 payable to the district conditioned upon the faithful performance of his duties, and the bonds shall be deposited with the depository bank of the district for safekeeping.

(b) The board of directors shall organize by electing from among its membership a chairman, vice-chairman, treasurer and secretary one of their number as president and one of their number as secretary. Any four members of the board of directors shall constitute a quorum, and a concurrence of a majority of the directors present is sufficient in all matters pertaining to the business of the district. A meeting of the board of directors may be called by the chairman or any four directors. All vacancies in the office of director shall be filled for the unexpired term by appointment by the remainder of the board of directors. In the event the number of directors shall be reduced to less than four for any reason, the remaining directors shall immediately call a special election to fill said vacancies, and upon failure to do so a district court may, upon application of any voter or taxpayer of the district, issue a mandate requiring that such election be ordered by the remaining directors.

(c) A regular election of directors shall be held on the first Saturday in May of each even-numbered year, and notice of such election shall be published in a newspaper of general circulation in the county one time at least 10 days prior to the date of election. Any person desiring his name to be printed on the ballot as a candidate for director shall file a

petition, signed by not less than 10 legally qualified electors asking that such name be printed on the ballot, with the secretary of the board of directors of the district. Such petitions shall be filed with such secretary at least 25 days prior to the date of election.

(d) If no candidate for director from a particular commissioner's precinct or no candidate for a district at-large position receives a majority of the votes of the qualified voters voting in that race at the regular election of directors, the board shall order a runoff election between the two candidates from the precinct or from the at-large position who received the highest number of votes in that race at the regular election. The board shall publish notice of the runoff election in a newspaper or newspapers that individually or collectively provide general circulation in the area of the runoff election one time at least seven days before the date of the runoff election. Of the names printed on the ballot at the runoff election, the name of the candidate who received the higher number of votes at the regular election shall be printed first on the ballot. If before the date of the runoff election a candidate who is eligible to participate in the runoff dies or files a written request with the secretary of the board to have his name omitted from the ballot at the runoff election, the other candidate eligible to participate in the runoff election is considered elected and the runoff election shall be cancelled by order of the board.

Sec. 5. (a) The board of directors shall manage, control, and administer the health care or hospital system and all funds and resources of the district, but in no event shall any operating, depreciation, or building reserves be invested in any funds or securities other than those specified in Article 836 or 837, Revised Civil Statutes of Texas, 1925, as amended. The district, through its board of directors, shall have the power and authority to sue and be sued, to promulgate rules governing the operation of the hospital, the health

care or hospital system, its staff, and its employees. The board of directors shall appoint a qualified person to be known as the chief administrative officer of the district to be known as the president of the hospital district or by another title selected by the board. The board may appoint assistants to the chief administrative officer to be known as vice-presidents of the hospital district or by another title selected by the board. The chief administrative officer and any assistant shall serve at the will of the board and shall receive such compensation as may be fixed by the board. The chief administrative officer shall supervise all the work and activities of the district and shall have general direction of the affairs of the district, subject to limitations prescribed by the board. The board of directors shall have the authority to appoint to the staff such doctors as necessary for the efficient operation of the district and may provide for temporary appointments to the staff if warranted by circumstances. The board may delegate to the chief administrative officer the authority to employ technicians, nurses, and employees of the district. The board shall be authorized to contract with any other political subdivision or governmental agency whereby the district will provide investigatory or other services as to the medical, health care, hospital, or welfare needs of the inhabitants of the district and shall be authorized to contract with any county or incorporated municipality located outside its boundaries for the care and treatment of the sick, diseased, or injured persons of any such county or municipality and shall have the authority to contract with the State of Texas or agencies of the federal government for the treatment of sick, diseased, or injured persons.

(b) The district may enter into contracts, and make payments thereunder, relating to or arranging for the provision of health care services as permitted by the Texas Constitution and Chapter 61, Health and Safety Code, and its subsequent amendments, on

terms and conditions as the board of directors determines to be in the best interests of the district. The term of a contract entered into under this subsection may not exceed 15 years.

Sec. 6. The board of directors may provide retirement benefits for employees of the hospital district. The board may provide the benefits by establishing or administering a retirement program or by electing to participate in the Texas County and District Retirement System or in any other statewide retirement system in which the district is eligible to participate.

Sec. 7. The district shall be operated on the basis of a fiscal year as established by the board of directors; provided such fiscal year may not be changed during the time revenue bonds of the district are outstanding or more than once in any 24-month period. The board shall have an audit made of the financial condition of the district, which together with other records of the district shall be open to inspection at the principal office of the district. The chief administrative officer shall prepare an annual budget for approval by the board of directors. The budget shall also contain a complete financial statement of the district showing all outstanding obligations of the district, the cash on hand to the credit of each and every fund of the district, the funds received from all sources during the previous year, the funds available from all sources during the ensuring year, with balances expected at year-end of the year in which the budget is being prepared, and estimated revenues and balances available to cover the proposed budget and the estimated tax rate which will be required. A public hearing on the annual budget shall be held by the board of directors after notice of such hearing has been published one time at least 10 days before the date set therefor. Any person residing in the district shall have the right to be present and participate in the hearing. At the conclusion of the hearing, the budget, as

proposed by the chief administrative officer, shall be acted on by the board of directors. The board of directors shall have authority to make such changes in the budget as in their judgment the law warrants and the interest of the taxpayers demands. No expenditure may be made for any expense not included in the annual budget or an amendment to it. The annual budget may be amended from time to time as the circumstances may require, but the annual budget, and all amendments thereto, shall be approved by the board of directors. As soon as practicable after the close of each fiscal year, the chief administrative officer shall prepare for the board a full sworn statement of all money belonging to the district and a full account of the disbursements of same.

Sec. 8. (a) The board of directors shall have the power and authority to issue and sell its bonds in the name and on the faith and credit of the hospital district for the purchase, construction, acquisition, repair, or renovation of buildings and improvements and equipping the same for health care or hospital purposes, and for any or all such purposes. At the time of the issuance of any bonds by the district, a tax shall be levied by the board sufficient to create an interest and sinking fund to pay the interest and the principal of said bonds as same mature; providing the tax together with any other taxes levied for the district shall not exceed 75 cents on each \$100 valuation of all taxable property situated in the district subject to hospital district taxation in any one year. No bonds shall be issued by such hospital district except refunding bonds until authorized by a majority of the electors of the district. The order for bond election shall specify the date of the election, the amount of bonds to be authorized, the maximum maturity of the bonds, the place or places where the election shall be held, the presiding judge and alternate judge for each voting place, and provide for clerks as in county elections. Notice of any bond

election except one held under the provisions of Section 9 of this Act in which instance notice shall be given as provided in Section 3 of this Act, shall be given as provided in Article 704, Revised Civil Statutes of Texas, 1925, as amended, and shall be conducted in accordance with the Texas Election Code, as amended, except as modified by the provisions of this Act.

(b) Refunding bonds of the district may be issued for the purpose of refunding and paying off any outstanding indebtedness it has issued or assumed. Such refunding bonds may be sold and the proceeds thereof applied to the payment of outstanding indebtedness or may be exchanged in whole or in part for not less than a like principal amount of outstanding indebtedness. If the refunding bonds are to be sold and the proceeds hereof applied to the payment of any outstanding indebtedness, the refunding bonds shall be issued and payments made in the manner specified by Chapter 502, Acts of the 54<sup>th</sup> Legislature, 1955, as amended (Article 717k, Vernon's Texas Civil States).

(c) Bonds of the district shall mature within 40 years of their date, shall be executed in the name of the hospital district and on its behalf by the president of the board and countersigned by the secretary in the manner provided by Chapter 204, Acts of the 57<sup>th</sup> Legislature, Regular Session, 1961 as amended (Article 717j--1, Vernon's Texas Civil Statutes), shall bear interest at a rate not to exceed that prescribed by Chapter 3, Acts of the 61<sup>st</sup> Legislature, Regular Session, 1969, as amended (Article 717k--2, Vernon's Texas Civil Statutes), and shall be subject to the same requirements in the manner of approval by the Attorney General of Texas and registration by the Comptroller of Public Accounts of the State of Texas as are by law provided for approval and registration of bonds issued by

counties. On the approval of bonds by the attorney general and registration by the comptroller, the same shall be incontestable for any cause.

(d) The district shall have the same power and authority as cities and counties under The Certificate of Obligation Act of 1971 (Article 2368a.1, Vernon's Texas Civil Statutes) to issue and sell certificates of obligation for permitted purposes under this Act in accordance with the provisions of The Certificate of Obligation Act. Certificates of Obligation shall be issued in conformity with and in the manner specified in The Certificate of Obligation Act, as it may be amended from time to time.

Sec. 9. A petition for an election to create a hospital district, as provided in Section 3 of this Act, may incorporate a request that a separate proposition be submitted at such election as to whether the board of directors of the district, in the event same is created, shall be authorized to issue bonds for the purposes specified in Section 8 of this Act. Such petition shall specify the maximum amount of bonds to be issued and their maximum maturity, and same shall be included in the proposition submitted at the election.

Sec. 9A. The district may issue revenue bonds or certificates of obligation or may incur or assume any other debt only if authorized by a majority of the voters of the district voting in an election held for that purpose. This section does not apply to refunding bonds or other debt incurred solely to refinance an outstanding debt.

Sec. 10. In addition to the power to issue bonds payable from taxes levied by the district, as contemplated by Section 8 of this Act, the board of directors is further authorized to issue and to refund any previously issued revenue bonds for purchasing, constructing, acquiring, repairing, equipping, or renovating buildings and improvements for health care or hospital purposes and for acquiring sites for health care or hospital

purposes, the bonds to be payable from and secured by a pledge of all or any part of the revenues of the district to be derived from the operation of its hospital or health care facilities. The bonds may be additionally secured by a mortgage or deed of trust lien on any part or all of its properties. The bonds shall be issued in the manner and in accordance with the procedures and requirements specified for the issuance of revenue bonds by county hospital authorities in Sections 8 and 10 through 13 of Chapter 122, Acts of the 58<sup>th</sup> Legislature, 1963 (Article 4494r, Vernon's Texas Civil Statutes).

Sec. 11. (a) The board of directors is hereby given complete discretion as to the type of buildings, both as to number and location, required to establish and maintain an adequate health care or hospital system. The health care or hospital system may include domiciliary care and treatment of the sick, wounded, and injured, hospitals, outpatient clinic or clinics, dispensaries, geriatric domiciliary care and treatment, convalescent home facilities, necessary nurses, domicilaries and training centers, blood banks, community mental health centers and research centers or laboratories, ambulance services, and any other facilities deemed necessary for health or hospital care by the directors. The district, through its board of directors, is further authorized to enter into an operating or management contract with regard to its facilities or a part thereof or may lease all or part of its buildings and facilities on terms and conditions considered to be to the best interest of its inhabitants. Except as provided by Subsection (c) of Section 15 of this Act, the term of a lease may not exceed 25 years from the date entered. The district shall be empowered to sell or otherwise dispose of any property, real or personal, or equipment of any nature on terms and conditions found by the board to be in the best interest of its inhabitants.



(b) The district may sell or exchange a hospital, including real property necessary or convenient for the operation of the hospital and real property that the board of directors finds may be useful in connection with future expansions of the hospital, on terms and conditions the board determines to be in the best interests of the district, by complying with the procedures prescribed by Sections 285.052, Health and Safety Code, and any subsequent amendments.

(c) The board of directors of the district shall have the power to prescribe the method and manner of making purchases and expenditures by and for the hospital district and shall also be authorized to prescribe all accounting and control procedures. All contracts for construction involving the expenditure of more than \$10,000 may be made only after advertising in the manner provided by Chapter 163, Acts of the 42<sup>nd</sup> Legislature, Regular Session, 1931, as amended (Article 2368a, Vernon's Texas Civil Statutes). The provisions of Article 5160, Revised Civil Statutes of Texas, 1925, as amended, relating to performance and payment bonds shall apply to construction contracts let by the district. The district may acquire equipment for use in its health care or hospital system and mortgage or pledge the property so acquired as security for the payment of the purchase price, but any such contract shall provide for the entire obligation of the district to be retired within five years from the date of the contract. Except as permitted in the preceding sentence and as permitted by Sections 5, 8, 9 and 10 of this Act, the district may incur no obligation payable from any revenues of the district, except those on hand or to be on hand within the then current and following fiscal year of the district.

(d) The board may declare an emergency in the matter of funds not being available to pay principal of and interest on any bonds of the district payable in whole or in part

from taxes or to meet any other needs of the district and may issue negotiable tax anticipation notes to borrow the money needed by the district. Tax anticipation notes may bear interest at any rate or rates authorized by general law and must mature within one year of their date. Tax anticipation notes may be issued for any purpose for which the district is authorized to levy taxes, and tax anticipation notes shall be secured with the proceeds of taxes to be levied by the district in the succeeding 12-month period. The board may covenant with the purchasers of the notes that the board will levy a sufficient tax in the following fiscal year to pay principal of and interest on the notes and pay the costs of collecting the taxes.

Section 12. (a) The board of directors of the district shall name one or more banks within its boundaries to serve as depository for the funds of the district. All funds of the district, except those invested as provided in Section 5 of this Act and those transmitted to a bank or banks of payment for bonds or obligations issued or assumed by the district shall be deposited as received with the depository bank and shall remain on deposit; provided that nothing in this Act shall limit the power of the board to place a portion of such funds on time deposit or purchase certificates of deposit.

(b) Before the district deposits in any bank funds of the district in an amount which exceeds the maximum amount secured by the Federal Deposit Insurance Corporation, the bank shall be required to execute a bond or other security in an amount sufficient to secure from loss the district funds which exceed the amount secured by the Federal Deposit Insurance Corporation.

Sec. 13. (a) The board of directors shall annually levy a tax not to exceed the amount hereinabove permitted for the purpose of paying:

**(1) the indebtedness assumed or issued by the district, but no tax shall be levied to pay principal of or interest on revenue bonds issued under the provisions of Section 9 of this Act; and**

**(2) the maintenance and operating expenses of the district.**

**(b) In setting the tax rate the board shall take into consideration the income of the district from sources other than taxation. On determination of the amount of tax required to be levied, the board shall make the levy and certify the same to the tax assessor-collector.**

**Sec. 13A. (a) Notwithstanding Section 26.07(b)(3), Tax Code, a petition to require an election under Section 26.07, Tax Code, on reducing the district's tax rate to the rollback tax rate shall be submitted to the county election administrator of Montgomery County instead of to the board of directors of the district.**

**(b) Notwithstanding Section 26.07(c), Tax Code, not later than the 20<sup>th</sup> day after the day a petition is submitted under Subsection (a) of this section, the county elections administrator shall:**

**(1) determine whether the petition is valid under Section 26.07, Tax Code;**

**and**

**(2) certify the determination of the petition's validity to the board of directors of the district.**

**(c) If the county elections administrator fails to act within the time allowed, the petition is treated as if it had been found valid.**

**(d) Notwithstanding Section 26.07(d), Tax Code, if the county elections administrator certifies to the board of directors that the petition is valid or fails to act within the time allowed, the board of directors shall order that an election under Section**

26.07, Tax Code, to determine whether to reduce the district's tax rate to the rollback rate be held in the district in the manner prescribed by Section 26.07(d) of that code.

(e) The district shall reimburse the county elections administrator for reasonable costs incurred in performing the duties required by this section.

Sec. 14. All bonds issued and indebtedness assumed by the district shall be and are hereby declared to be legal and authorized investments of banks, savings banks, trust companies, building and loan associations, savings and loan associations, insurance companies, trustees, and sinking funds of cities, towns, villages, counties, school districts, or other political subdivisions of the State of Texas, and for all public funds of the State of Texas or its agencies including the Permanent School Fund. Such bonds and indebtedness shall be eligible to secure deposit of public funds of the State of Texas and public funds of cities, towns, villages, counties, school districts, or other political subdivisions or corporations of the State of Texas and shall be lawful and sufficient security for said deposits to the extent of their value when accompanied by all unmatured coupons appurtenant thereto.

Sec. 15. (a) The district shall have the right and power of eminent domain for the purpose of acquiring by condemnation any and all property of any kind and character in fee simple, or any lesser interest therein, within the boundaries of the district necessary or convenient to the powers, rights, and privileges conferred by this Act, in the manner provided by the general law with respect to condemnation by counties; provided that the district shall not be required to make deposits in the registry of the trial court of the sum required by Paragraph 2 of Article 3268, Revised Civil Statutes of Texas, 1925, as amended, or to make bond as therein provided. In condemnation proceedings being

prosecuted by the district, the district shall not be required to pay in advance or give bond or other security for costs in the trial court, nor to give any bond otherwise required for the issuance of a temporary restraining order or a temporary injunction, nor to give bond for costs or for supersedeas on any appeal or writ of error.

(b) If the board requires the relocation, raising, lowering, rerouting, or change in grade or alteration in the construction of any railroad, electric transmission, telegraph or telephone lines, conduits, poles, or facilities or pipelines in the exercise of the power of eminent domain, all of the relocation, raising, lowering, rerouting, or changes in grade or alteration of construction due to the exercise of the power of eminent domain shall be the sole expense of the board. The term “sole expense” means the actual cost of relocation, raising, lowering, rerouting, or change in grade or alteration of construction to provide comparable replacement without enhancement of facilities, after deducting the net salvage value derived from the old facility.

(c) Land owned by the district may not be leased for a period greater than 25 years unless the board of directors:

- (1) funds that the land is not necessary for health care or hospital purposes;
- (2) complies with any indenture securing the payment of bonds issued by the district; and
- (3) receives on behalf of the district not less than the current market value for the lease.

(d) Land of the district, other than land that the district is authorized to sell or exchange under Subsection (b) of Section 11 of this Act, may not be sold unless the board of directors complies with Section 272.002, Local Government Code.

Sec. 16. (a) The directors shall have the authority to levy taxes for the entire year in which the district is created as the result of the election herein provided. All taxes of the district shall be assessed and collected on county tax values as provided in Subsection (b) of this section unless the directors, by majority vote, elect to have taxes assessed and collected by its own tax assessor-collector under Subsection (c) of this section. Any such election may be made prior to December 1 annually and shall govern the manner in which taxes are subsequently assessed and collected until changed by a similar resolution. Hospital tax shall be levied upon all taxable property within the district subject to hospital district taxation.

(b) Under this subsection, district taxes shall be assessed and collected on county tax values in the same manner as provided by law with relation to county taxes. The tax assessor-collector of the county in which the district is situated shall be charged and required to accomplish the assessment and collection of all taxes levied by and on behalf of the district. The assessor-collector of taxes shall charge and deduct from payments to the hospital districts an amount as fees for assessing and collecting the taxes at a rate of one percent of the taxes assessed and one percent of the taxes collected but in no event shall the amount paid exceed \$5000 in any one calendar year. Such fees shall be deposited in the officers salary funds of the county and reported as fees of office of the county tax assessor- collector. Interest and penalties on taxes paid to the hospital district shall be the same as in the case of county taxes. Discounts shall be the same as allowed by the county. The residue of tax collections after deduction of discounts and fees for assessing and collecting shall be deposited in the district's depository. The bond of the county tax assessor-collector shall stand as security for the proper performance of his duties as assessor-collector of the

district, or if in the judgment of the district board of directors it is necessary, additional bond payable to the district may be required. In all matters pertaining to the assessment, collection, and enforcement of taxes for the district, the county tax assessor-collector shall be authorized to act in all respects according to the laws of the State of Texas relating to state and county taxes.

(c) Under this subsection, taxes shall be assessed and collected by a tax assessor-collector appointed by the directors, who shall also fix the term of his employment, compensation, and requirement for bond to assure the faithful performance of his duties, but in no event shall such bond be for less than \$5,000, or the district may contract for the assessment and collection of taxes as provided by the Tax Code.

Sec. 17. The district may employ fiscal agents, accountants, architects, and attorneys as the board may consider proper.

Sec. 18. Whenever a patient residing within the district has been admitted to the facilities of the district, the chief administrative officer may cause inquiry to be made as to his circumstances and those of the relatives of the patient legally liable for his support. If he finds that the patient or his relatives are able to pay for his care and treatment in whole or in part, an order shall be made directing the patient or his relatives to pay to the hospital district for the care and support of the patient a specified sum per week in proportion to their financial ability. The chief administrative officer shall have the power and authority to collect these sums from the estate of the patient or his relatives legally liable for his support in the manner provided by law for collection of expenses in the last illness of a deceased person. If the chief administrative officer finds that the patient or his relatives are not able to pay either in whole or in part for his care and treatment in the

facilities of the district, same shall become a charge on the hospital district as to the amount of the inability to pay. Should there be any dispute as to the ability to pay or doubt in the mind of the chief administrative officer, the board of directors shall hear and determine same after calling witnesses and shall make such order or orders as may be proper. Appeals from a final order of the board shall lie to the district court. The substantial evidence rule shall apply.

Sec. 19. (a) The district may sponsor and create a nonstock, nonmember corporation under the Texas Non-Profit Corporation Act (Article 1396-1.01 et seq., Vernon's Texas Civil Statutes) and its subsequent amendments and may contribute or cause to be contributed available funds to the corporations.

(b) The funds of the corporations, other than funds paid by the corporation to the district, may be used by the corporation only to provide, to pay the costs of providing, or to pay the costs related to providing indigent health care or other services that the district is required or permitted to provide under the constitution or laws of this state. The board of directors of the hospital district shall establish adequate controls to ensure that the corporation uses its funds as required by this subsection.

(c) The board of directors of the corporation shall be composed of seven residents of the district appointed by the board of directors of the district. The board of directors of the district may remove any director of the corporation at any time with or without cause.

(d) The corporation may invest funds in any investment in which the district is authorized to invest funds of the district, including investments authorized by the Public Funds Investment Act of 1987 (Article 842a-2, Vernon's Texas Civil Statutes) and its subsequent amendments.



Sec. 20. After creation of the hospital district, no county, municipality, or political subdivision wholly or partly within the boundaries of the district shall have the power to levy taxes or issue bonds or other obligations for hospital or health care purposes or for providing medical care for the residents of the district. The hospital district shall assume full responsibility for the furnishing of medical and hospital care for its needy inhabitants. When the district is created and established, the county and all towns and cities located wholly or partly therein shall convey and transfer to the district title to all land, buildings, improvements, and equipment in anywise pertaining to a hospital or hospital system located wholly within the district which may be jointly or separately owned by the county or any city or town within the district. Operating funds and reserves for operating expenses which are on hand and funds which have been budgeted for hospital purposes by the county or any city or town therein for the remainder of the fiscal year in which the district is created shall likewise be transferred to the district, as shall taxes previously levied for hospital purposes for the current year, and all sinking funds established for payment of indebtedness assumed by the district.

Sec. 21. The support and maintenance of the hospital district shall never become a charge against or obligation of the State of Texas nor shall any direct appropriation be made by the legislature for the construction, maintenance, or improvement of any of the facilities of the district.

Sec. 22. In carrying out the purposes of this act, the district will be performing an essential public function, and any bonds issued by it and their transfer and the issuance therefrom, including any profits made in the sale thereof, shall at all times be free from taxation by the state or any municipality or political subdivision thereof.

Sec. 23. The legislature hereby recognizes there is some confusion as to the proper qualification of electors in the light of recent court decisions. It is the intention of this Act to provide a procedure for the creation of the hospital district and to allow the district, when created, to issue bonds payable from taxation, but that in each instance the authority shall be predicated on the expression of the will of the majority of those who cast valid ballots at an election called for the purpose. Should the body calling an election determine that all qualified electors, including those who own taxable property which has been duly rendered for taxation, should be permitted to vote at an election by reason of the aforesaid court decisions nothing herein shall be construed as a limitation on the power to call and hold an election; provided provision is made for the voting, tabulating, and counting of the ballots of the resident qualified property taxpaying electors separately from those who are qualified electors, and in any election so called a majority vote of the resident qualified property taxpaying voters and a majority vote of the qualified electors, including those who own taxable property which has been duly rendered for taxation, shall be required to sustain the proposition.

23A. (a) The board of directors may order an election on the question of dissolving the district and disposing of the districts assets and obligations.

(b) The election shall be held on the earlier of the following dates that occurs at least 90 days after the date on which the election is ordered:

- (1) the first Saturday in May; or
- (2) the date of the general election for state and county officers.

(c) The ballot for the election shall be printed to permit voting for or against the proposition: "The dissolution of the Montgomery County Hospital District." The election shall be held in accordance with the applicable provisions of the Election Code.

(d) If a majority of the votes in the election favor dissolution, the board of directors shall find that the district is dissolved. If a majority of the votes in the election do not favor dissolution, the board of directors shall continue to administer the district and another election on the question of dissolution may not be held before the fourth anniversary of the most recent election to dissolve the district.

(e) If a majority of the votes in the election favor dissolution, the board of directors shall:

(1) transfer the ambulance service and related equipment, any vehicles, and any mobile clinics and related equipment that belong to the district to Montgomery County not later than the 45th day after the date on which the election is held; and

(2) transfer the land, buildings, improvements, equipment not described by Subdivision (1) of this subsection, and other assets that belong to the district to Montgomery County or administer the property, assets, and debts in accordance with Subsections (g)-(k) of this section.

(f) The county assumes all debts and obligations of the district relating to the ambulance service and related equipment, any vehicles, and any mobile clinics and related equipment at the time of the transfer. If the district also transfers the land, buildings, improvements, equipment, and other assets to Montgomery County under Subsection (e)(2) of this section, the county assumes

all debts and obligations of the district relating to those assets at the time of the transfer and the district is dissolved. The county shall use all transferred assets to:

(1) pay the outstanding debts and obligations of the district relating to the assets at the time of the transfer; or

(2) furnish medical and hospital care for the needy residents of the county.

(g) If the board of directors finds that the district is dissolved but does not transfer the land, buildings, improvements, equipment, and other assets to Montgomery County under Subsection (e)(2) of this section, the board of directors shall continue to control and administer that property and those assets and the related debts of the district until all funds have been disposed of and all district debts have been paid or settled.

(h) After the board of directors finds that the district is dissolved, the board of directors shall:

(1) determine the debt owed by the district; and

(2) impose on the property included in the district's tax rolls a tax that is in proportion of the debt to the property value.

(i) The board of directors may institute a suit to enforce payment of taxes and to foreclose liens to secure the payment of taxes due the district.

(j) When all outstanding debts and obligations of the district are paid, the board of directors shall order the secretary to return the pro rata share of all unused tax money to each district taxpayer and all unused district money from any other source to Montgomery County. A taxpayer may request that the taxpayer's share of surplus tax money be credited to the taxpayer's county taxes. If a taxpayer requests the credit, the board of directors shall direct the secretary to transmit the funds to the county tax

assessor-collector. Montgomery County shall use unused district money received under this section to furnish medical and hospital care for the needy residents of the county.

(k) After the district has paid all its debts and has disposed of all its assets and funds as prescribed by this section, the board of directors shall file a written report with the Commissioners Court of Montgomery County setting forth a summary of the board of directors' actions in dissolving the district. Not later than the 10th day after it receives the report and determines that the requirements of this section have been fulfilled, the commissioners court shall enter an order dissolving the district.

Sec. 23B. (a) The residents of the district by petition may request the board of directors to order an election on the question of dissolving the district and disposing of the district's assets and obligations. A petition must:

(1) state that it is intended to request an election in the district on the question of dissolving the district and disposing of the district's assets and obligations;

(2) be signed by a number of residents of the district equal to at least 15 percent of the total vote received by all candidates for governor in the most recent gubernatorial general election in the district that occurs more than 30 days before the date the petition is submitted; and

(3) be submitted to the county elections administrator of Montgomery County.

(a-1) Not later than the 30<sup>th</sup> day after the date a petition requesting the dissolution of the district is submitted under Subsection (a) of this section, the county elections administrator shall:

(1) determine whether the petition is valid; and

(2) certify the determination of the petition's validity to the board of directors of the district.

(a-2) If the county elections administrator fails to act within the time allowed, the petition is treated as if it had been found valid;

(a-3) If the county elections administrator certifies to the board of directors that the petition is valid or fails to act within the time allowed, the board of directors shall order that a dissolution election be held in the district in the manner prescribed by this section.

(a-4) If a petition submitted under Subsection (a) of this section does not contain the necessary number of valid signatures, the residents of the district may not submit another petition under Subsection (a) of this section before the third anniversary of the date the invalid petition was submitted.

(a-5) The district shall reimburse the county elections administrator for reasonable costs incurred in performing the duties required by this section.

(b) The election shall be held on the earlier of the following dates that occurs at least 90 days after the date on which the election is ordered:

(1) the first Saturday in May; or

(2) the date of the general election for state and county officers.

(c) The ballot for the election shall be printed to permit voting for or against the proposition: "The dissolution of the Montgomery County Hospital District." The election shall be held in accordance with the applicable provisions of the Election Code.

(d) If a majority of the votes in the election favor dissolution, the board of directors shall find that the district is dissolved. If less than a majority of the votes in the election

favor dissolution, the board of directors shall continue to administer the district and another election on the question of dissolution may not be held before the third anniversary of the most recent election to dissolve the district.

(e) If a majority of the votes in the election favor dissolution, the board of directors shall transfer the land, buildings, improvements, equipment, and other assets that belong to the district to Montgomery County not later than the 45th day after the date on which the election is held. The county assumes all debts and obligations of the district at the time of the transfer and the district is dissolved. The county should use all transferred assets in a manner that benefits residents of the county residing in territory formerly constituting the district. The county shall use all transferred assets to:

**(1) pay the outstanding debts and obligations of the district relating to the assets at the time of the transfer; or**

**(2) furnish medical and hospital care for the needy residents of the county.**

**Sec. 24. If a hospital district has not been created under this Act by January 1, 1982, then the Act will no longer be in effect.**

**Sec. 25. Proof of provisions of the notice required in the enactment hereof under the provisions of Article IX, Section 9, of the Texas Constitution, has been made in the manner and form provided by law pertaining to the enactment of local and special laws, and the notice is hereby found and declared proper and sufficient to satisfy the requirement.**

**Sec. 26. The importance of this legislation and the crowded condition of the calendars in both houses create an emergency and an imperative public necessity that the constitutional rule requiring bills to be read on three several days in each house be suspended, and this rule is hereby suspended, and that this Act take effect and be in force from and after its passage, and it is so enacted.**



**APPENDIX III**  
**CHAPTER 61**

Chapter 61 of the Health and Safety Code is a law passed by the First Called Special Session of the 69th Legislature in 1985 that:

- Defines who is indigent,
- Assigns responsibilities for indigent health care,
- Identifies health care services eligible people can receive, and
- Establishes a state assistance fund to match expenditures for counties that exceed certain spending levels and meet state requirements.

Chapter 61, Health and Safety Code, is intended to ensure that needy Texas residents, who do not qualify for other state or federal health care assistance programs, receive health care services.

Chapter 61, Health and Safety Code, may be accessed at:

[http://www.dshs.state.tx.us/cihcp/cihcp\\_info.shtm](http://www.dshs.state.tx.us/cihcp/cihcp_info.shtm)

**APPENDIX IV  
TEXAS  
ADMINISTRATIVE  
CODE SUBCHAPTERS**

APPENDIX IV.  
TEXAS ADMINISTRATIVE CODE SUBCHAPTERS

The Texas Administrative Code (TAC) is the compilation of all state agency rules in Texas.

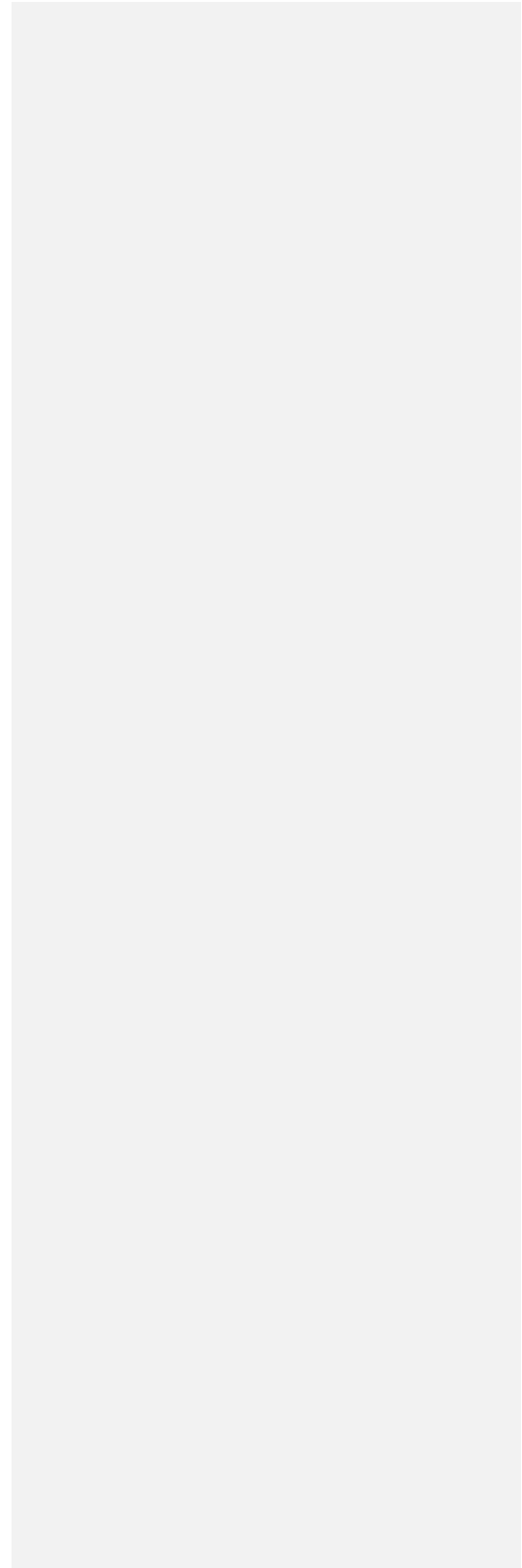
The County Indigent Health Care Program (CIHCP) rules are in: TAC, Title 25 (Health Services), Part 1 (TDSHS), Chapter 14 (CIHCP), and the following Subchapters:

- A - Program Administration
- B - Determining Eligibility
- C - Providing Services

The CIHCP rules may be accessed at:

[http://www.dshs.state.tx.us/cihcp/cihcp\\_info.shtm](http://www.dshs.state.tx.us/cihcp/cihcp_info.shtm)

**APPENDIX V  
FEDERAL POVERTY  
GUIDELINES**



APPENDIX V.  
FEDERAL POVERTY GUIDELINES

FEDERAL POVERTY GUIDELINES

FAMILY SIZE	21% FPIL
1	<del>\$238</del> <u>\$255</u>
2	<del>\$324</del> <u>\$345</u>
3	<del>\$404</del> <u>\$435</u>
4	<del>\$486</del> <u>\$525</u>
5	<del>\$569</del> <u>\$615</u>
6	<del>\$654</del> <u>\$705</u>
7	<del>\$734</del> <u>\$795</u>
8	<del>\$817</del> <u>\$885</u>
9	<del>\$899</del> <u>\$975</u>
10	<del>\$982</del> <u>\$1,065</u>
11	<del>\$1,064</del> <u>\$1,155</u>
12	<del>\$1,147</del> <u>\$1,245</u>

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\* Effective April 1, ~~2023~~ 2022

**APPENDIX VI  
AGREEMENT FOR  
ENROLLMENT OF COUNTY  
INMATES INTO  
MONTGOMERY COUNTY  
HOSPITAL DISTRICT'S  
*HEALTHCARE ASSISTANCE  
PROGRAM***

State of Texas           §  
                                  §  
County of Montgomery   §

**AGREEMENT FOR ENROLLMENT OF COUNTY INMATES INTO  
MONTGOMERY COUNTY HOSPITAL DISTRICT'S HEALTHCARE ASSISTANCE  
PROGRAM**

This Agreement is made and entered into this ~~the~~ day of March, 2014, by and between the County of Montgomery, a governmental subdivision of the State of Texas, (hereinafter "the County") and the Montgomery County Hospital District, a governmental subdivision of the State of Texas created pursuant to Acts of the 65th Legislature, Regular Session, 1977, Chapter 258, as amended (hereinafter "the MCHD").

**WITNESSETH:**

WHEREAS, the County operates a county jail and provides law enforcement services; and

WHEREAS, County jail inmates and detainees have the need for occasional medical treatment beyond that which jail personnel are qualified to administer; and

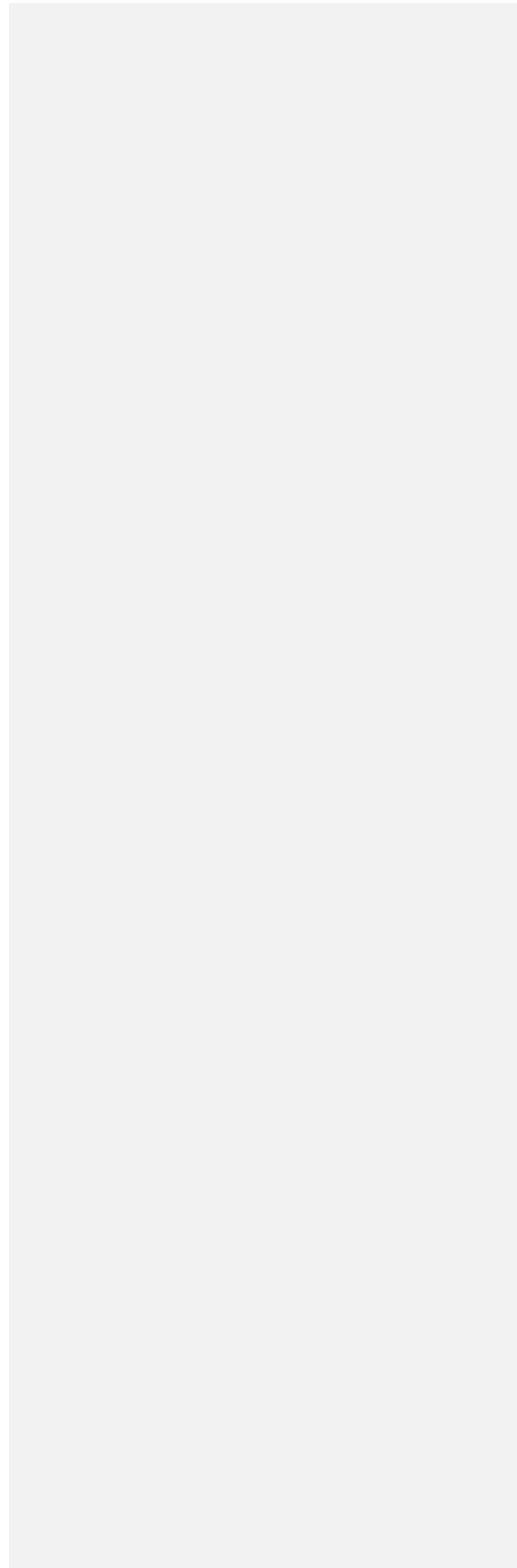
WHEREAS, many County inmates and detainees at the County jail qualify under the financial and other criteria of the Montgomery County Hospital District Public Assistance Program (hereinafter "Hospital District Public Assistance Program" or sometimes "Program") as indigent persons; and

WHEREAS; the MCHD was created and enacted for the purpose of providing healthcare services to the needy or indigent residents of Montgomery County; and

WHEREAS, the MCHD is the only local governmental entity with the power to levy taxes, issue bonds or other obligations for hospital or health care purposes or for providing medical care for the residents of Montgomery County; and

WHEREAS, providing for the healthcare needs of the citizens in Montgomery County is MCHD's primary mission; and





WHEREAS, the County is authorized to provide minor medical treatment for inmates and the MCHD is authorized to provide the indigent healthcare services for certain inmates as is contemplated by this Agreement; and

WHEREAS, both the County and the MCHD have budgeted and appropriated sufficient funds which are currently available to carry out their respective obligations contemplated herein.

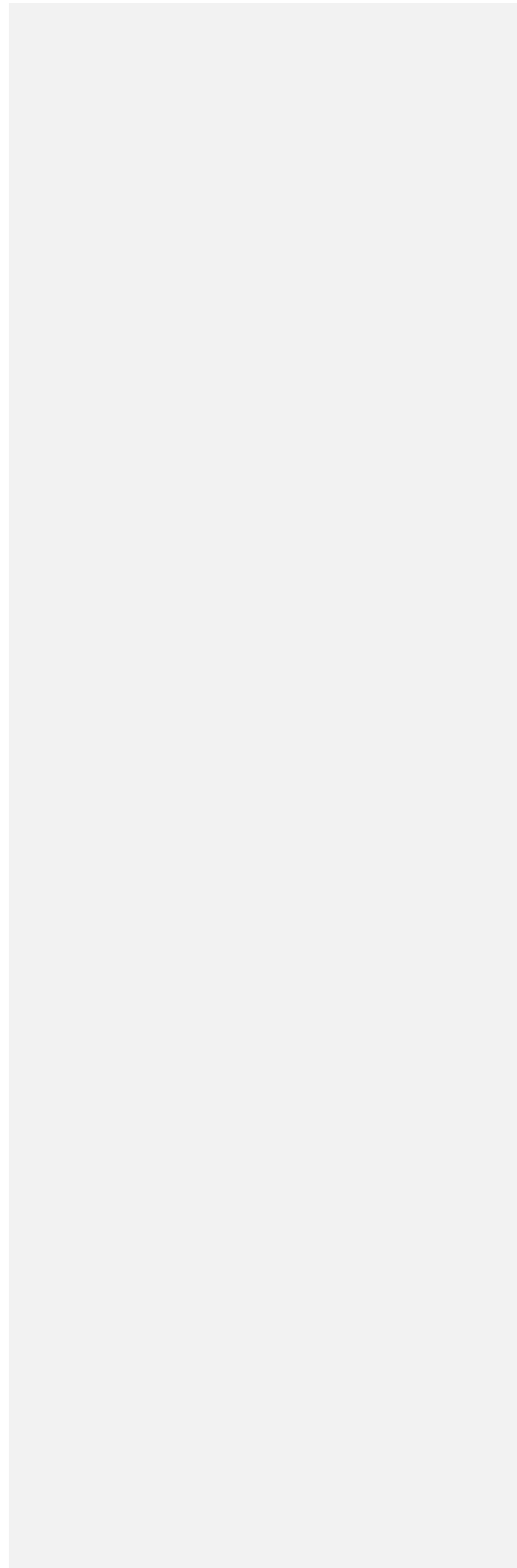
NOW, THEREFORE, for and in consideration of the mutual covenants, considerations and undertakings herein set forth, it is agreed as follows:

1.

ENROLLMENT INTO HOSPITAL DISTRICT PUBLIC ASSISTANCE PROGRAM

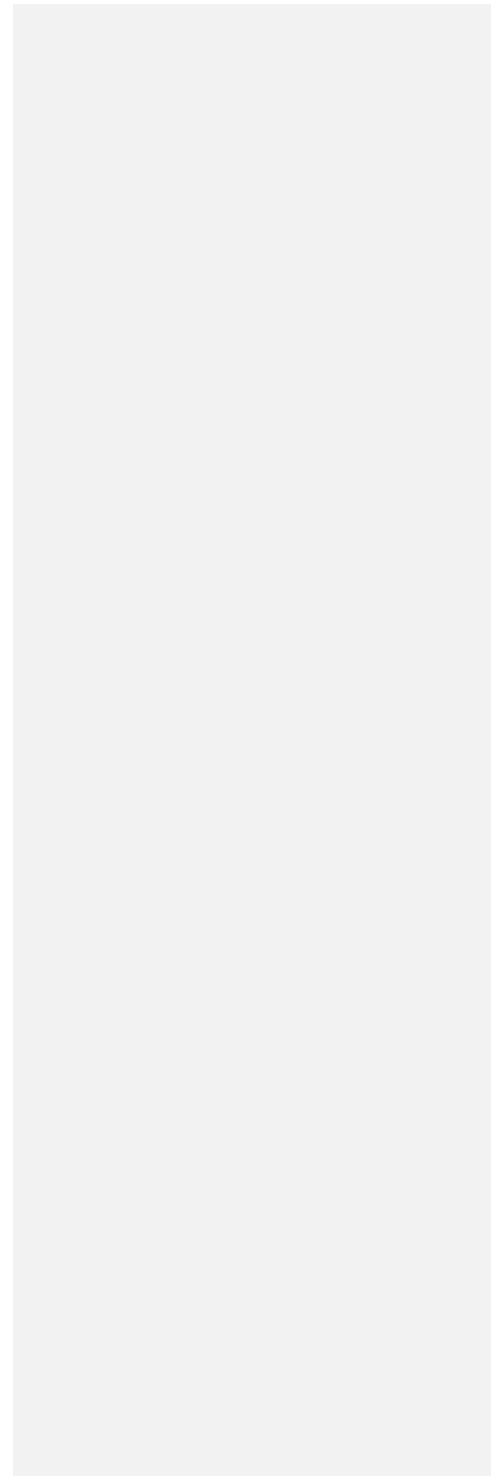
A. *The* County will assist inmates in seeking coverage under the Hospital District Public Assistance Program. County staff shall make available to County inmates such application forms and instructions necessary to seek enrollment in *the* Hospital District Public Assistance Program. Upon completion of such enrollment materials the County will promptly forward such enrollment materials to MCHD for evaluation. Alternatively, County staff may assist potentially eligible inmates with MCHD's online application process for determining eligibility into the Program.

B. Upon receipt of an inmate's enrollment materials from the County, MCHD shall promptly review such materials for purposes of qualifying the inmate for the Hospital District Public Assistance Program. In this regard, MCHD agrees to deem Montgomery County, Texas as the place of residence for any County inmate housed in the Montgomery County jail, regardless of whether the inmate has declared or maintained a residence outside the boundaries of MCHD. Upon obtaining satisfactory proof that the inmate qualifies under the Hospital District Public Assistance Program, MCHD shall enroll such inmate into such



program and place such inmate on its rolls as eligible for healthcare services under such program. MCHD agrees to abide by its criteria and policies regarding eligibility for the Hospital District Public Assistance Program and to not unreasonably withhold approval of an indigent inmate eligible under the program. If MCHD determines that the inmate is covered under another federal, state or local program which affords medical benefits to covered individuals and such benefits are accessible to the inmate, MCHD will promptly advise the County of such fact. As requested by County, MCHD enrollment and eligibility personnel shall reasonably assist County personnel with the application and enrollment materials for inmates seeking enrollment into the Program, including providing periodic training to County staff on matters pertinent to the Program, including the Program policies and rules. However, MCHD shall not be required to assign Program staff member to the jail for purposes of fulfilling its assistance responsibilities.

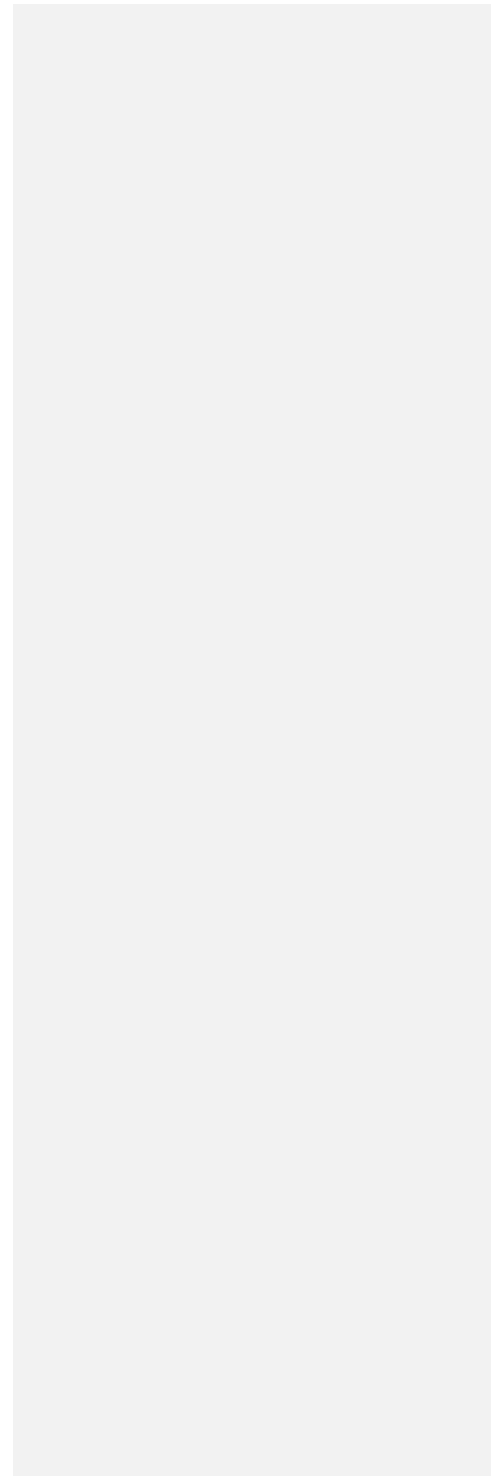
C. MCHD agrees to provide for the health care and medical treatment of Montgomery County jail inmates that are enrolled in the Hospital District's Public Assistance Program, subject to the terms and conditions of such Program except as noted herein. The parties agree that the effective date of coverage under the Hospital District Public Assistance Program for such services is the actual date of enrollment into the program; however, certain health care expenses incurred by an eligible inmate up to ninety (90) days prior to the inmate's enrollment into the Program may be covered under the Program as is set out in the Program rules and guidelines. MCHD and County agree to cooperate in arranging for the provision of the health care services covered by the Program to jail inmates who qualify for such services, including use of MCHD's physician network and contracted healthcare providers as well as MCHD's patient care management protocols administered by MCHD's third-party claims



and benefits manager. The Parties understand and agree that eligible inmates enrolled in the Program will not receive prescription medications or similar prescription services from the Program as the County dispenses such medications at the jail.

E. If treatment at an out of network provider is medically necessary, the County shall notify MCHD of such need as soon as reasonably possible, not later than the close of business the first day following the incident giving rise to the medical necessity. If treatment is sought at a local healthcare provider within MCHD's patient care network, and the local healthcare provider determines additional treatment is necessary by an out of network provider, then any notice requirements set forth herein shall be the responsibility of the in-network healthcare provider and/or primary care physician, as per existing Hospital District Public Assistance Program guidelines and policies. MCHD shall honor and abide by all of the provisions of its Program and its in-network provider agreements as well as the Indigent Care and Treatment Act, Chapter 61 Texas Health & Safety Code.

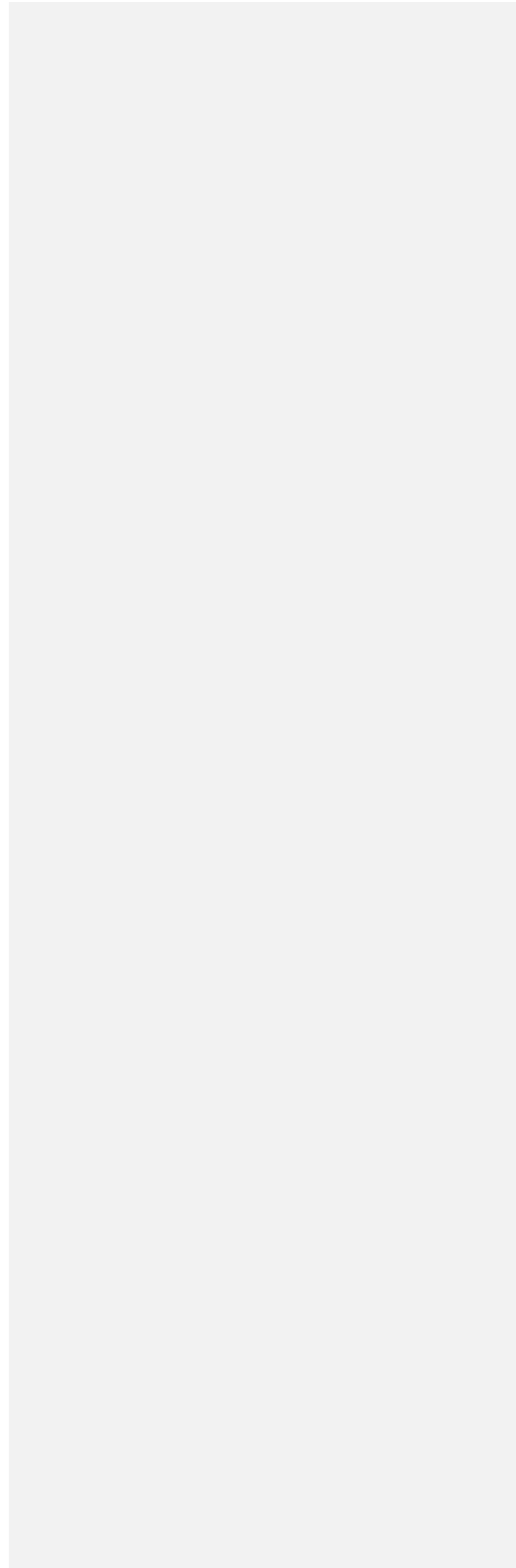
F. The County shall remain responsible for medical care and treatment of county inmates who do not qualify for the Hospital District Public Assistance Program. MCHD shall not be responsible for treatment or payment for healthcare services provided to County inmates who are not eligible to participate in Program, or to State or Federal inmates (including INS detainees) incarcerated in the County jail. For purposes of this Agreement, a State or Federal inmate (including INS detainees) is a person incarcerated in the county jail through a contract or other agreement with a state or federal governmental agency, but shall not include a County inmate who is in the County jail, or who has been returned to the County jail while awaiting criminal proceedings on local, state or federal charges, or a combination thereof.



G. The County and MCHD agree that MCHD may deny an inmate's application for enrollment in the Program in the event MCHD determines the inmate's health care needs resulted from conduct or conditions for which the County or its employees would be responsible in a civil action at law, exclusive of any affirmative defenses of governmental and/or official immunity. In such event, County shall remain responsible for the inmate's health care needs. In addition, County agrees to reimburse MCHD for any medical expenses that MCHD incurred or expended on behalf of an indigent inmate or detainee housed at the County jail that resulted from conduct or conditions for which the County or its employees would be responsible in a civil action at law, exclusive of any affirmative defenses of governmental and/or official immunity. Should the County deny responsibility for any such claims, the County Judge, the County Sheriff and the Chief Executive Officer of MCHD shall meet to discuss the facts of such claims and the underlying responsibility therefor. Any agreement(s) reached at such meeting shall be reduced to writing and recommended by such persons to their respective governing boards for approval as necessary. Should the parties be unable to reach agreement as to financial responsibility, the dispute will be submitted to binding arbitration. The prevailing party in such arbitration shall be entitled to recover its reasonable attorneys' fees.

H. The County shall provide prompt written notification to MCHD in the event an enrolled inmate is transferred to another detention facility, or is released from the County jail, so that MCHD may revise its records to delete such inmate from its Program rolls. As used in this paragraph and the following paragraph "prompt written notification" shall be notification as soon as is practicable but in no event after the end of the calendar month in which the inmate is released from jail or transferred to another detention facility.





I. The County and MCHD agree that County will reimburse MCHD for health care expenses incurred by an enrolled inmate after such inmate has been released from jail or transferred to another detention facility if County fails to provide prompt written notification to MCHD of the inmate's release or transfer from the County jail.

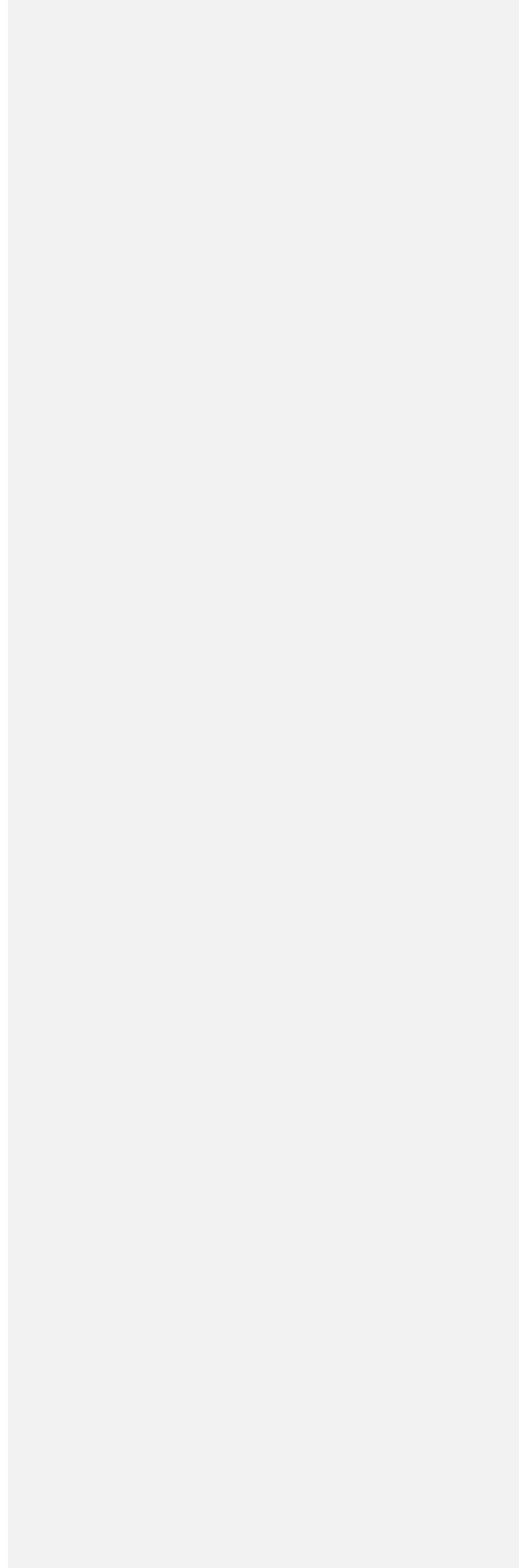
J. In the event any portion of this agreement conflicts with the Texas Health and Safety Code, or the Montgomery County Hospital District enabling legislation, or any other applicable statutory provision, then said statutory provisions shall prevail to the extent of such conflict.

K. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

L. No provision herein nor any obligation created hereunder should be construed to impose any obligation or confer any liability on either party for claims of any non-signatory party. Further, it is expressly agreed by the parties hereto that other than those covenants contained in section I(F), no provision herein is intended to affect any waiver of liability or immunity from liability to which either party may be entitled by laws affecting governmental entities.

## II. LIABILITY

To the extent allowed by law, it is agreed that the MCHD agrees to indemnify and hold harmless the County for any acts or omissions associated with any medical treatment that the MCHD provides to eligible inmates through its Health Care Assistance Program in accordance with the terms and conditions of this Agreement. The foregoing indemnity



obligation is limited and does not extend to negligent, grossly negligent, reckless or intentional conduct of an enrolled inmate that result in injuries or property damages to the County or to third-parties.

III.  
NOTICES

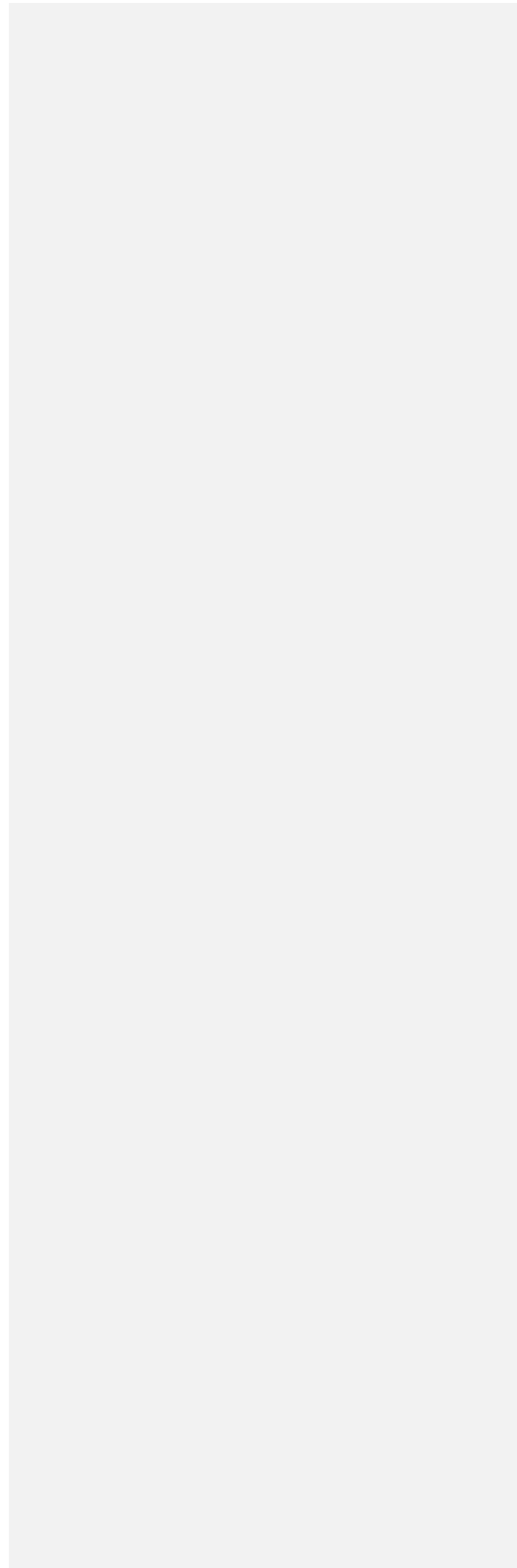
The parties designate the following persons as contact persons for all notices contemplated by this Agreement:

MCHD: Donna Daniel, Records Manager  
P.O. Box 478  
Conroe, Texas 77305  
(936) 523-5241  
(936) 539-3450

COUNTY: Tommy Gage, Sheriff  
#1 Criminal Justice Drive  
Conroe, Texas 77301  
(936) 760-5871  
(936) 5387721 (fax)

IV.  
TERM

This Agreement shall take effect on the 11th day of March 2014 ("Effective Date") regardless of when executed by the Parties, and shall continue through the 10th day of March, 2015. Thereafter, contingent on the Parties' budgeting and appropriating funds for the continuation of their obligations hereunder, this Agreement shall automatically renew for successive terms of one-year unless terminated by either party in the manner set forth herein. Notwithstanding the foregoing, this Agreement shall be renewed automatically for not more than ten (10) successive terms.



V.  
TERMINATION

This Agreement may be terminated at any time by either party upon thirty (30) days written notice delivered by hand, facsimile or U.S. Certified Mail to the other party of its intention to withdraw. In addition, this Agreement shall automatically terminate should either party fail to appropriate revenues sufficient to perform its obligations hereunder, such termination effective on the first date of the fiscal year of such non-appropriation.

VI.  
APPROPRIATIONS AND CURRENT REVENUES

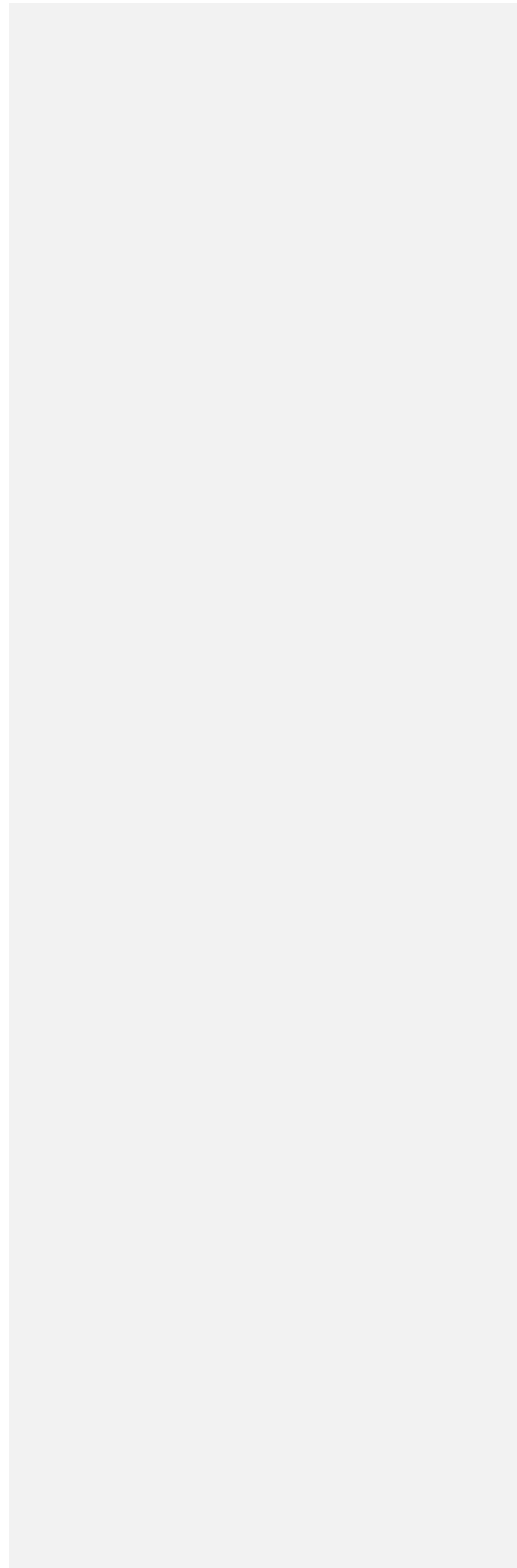
The Parties represent that they have each budgeted and appropriated funds necessary to carry out their respective duties and obligations hereunder for the current fiscal year. For any renewal terms of this Agreement, the Parties shall seek to budget and allocate appropriations in amounts sufficient to continue to carry out their respective obligations as set forth herein.

VII.  
AMENDMENT


This Agreement may be amended only in writing approved by the Parties' respective governing boards.

IN WITNESS WHEREOF, Montgomery County, Texas and the Montgomery County Hospital District have hereunto caused their respective corporate names and seals to be subscribed and affixed by their respective officers, duly authorized.

PASSED AND APPROVED to become effective on the Effective Date.



MONTGOMERY COUNTY HOSPITAL  
DISTRICT

  
By: Randy Johnson, Chief Executive  
Officer

Date: March 25, 2014

MONTGOMERY COUNTY, TEXAS

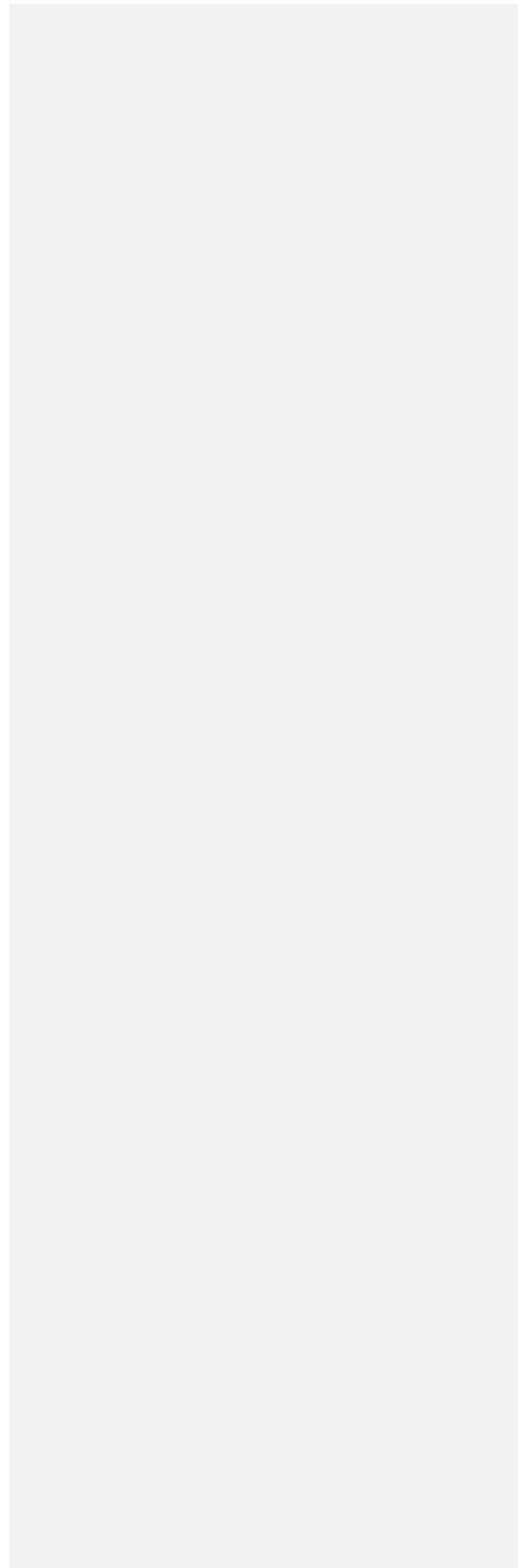
\_\_\_\_\_  
By: Alan B. Sadler, County Judge

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

Attest:

\_\_\_\_\_  
Mark Turnbull, County Clerk






MONTGOMERY COUNTY HOSPITAL  
DISTRICT

\_\_\_\_\_  
By: Randy Johnson, Chief Executive  
Officer


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

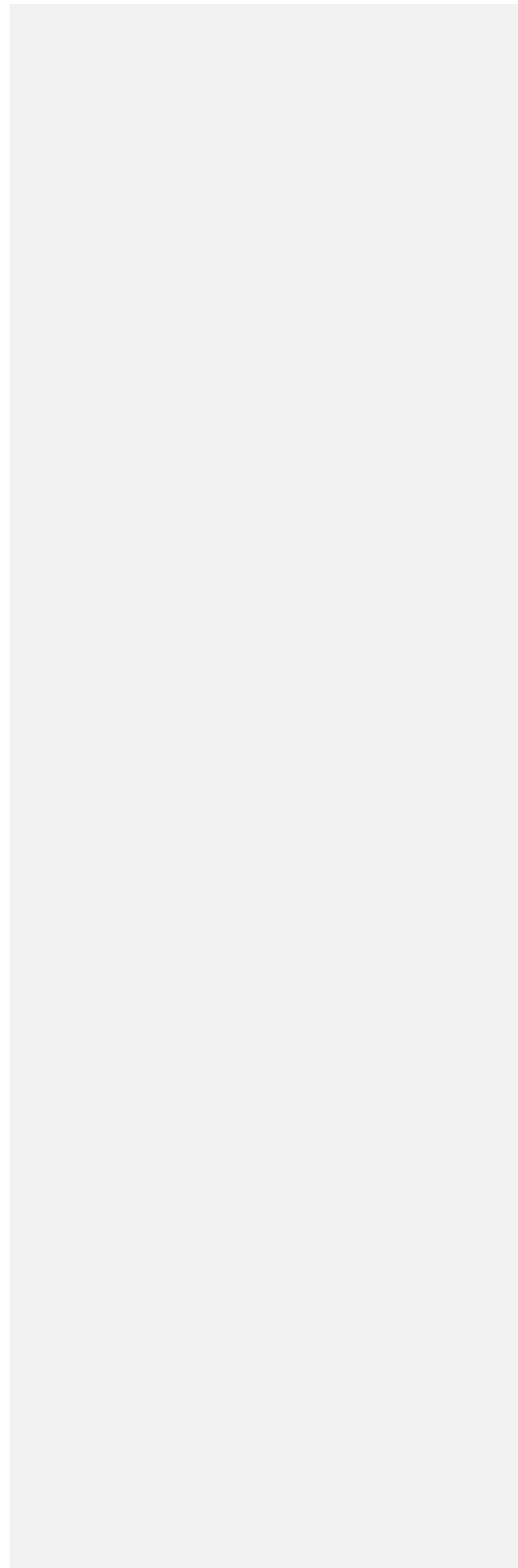
MONTGOMERY COUNTY, TEXAS

  
\_\_\_\_\_  
By: Alan B. Sadler, County Judge

Date: ---11 MAR 24--20:14:14---

Attest:

  
\_\_\_\_\_  
Mark Turnbull, County Clerk



**APPENDIX VII  
MCHD  
HCAP FORMULARY**

APPENDIX VII  
MCHD HCAP FORMULARY

**MCHD 2021 Preferred Drug List**

This is a condensed version of the US Script, Inc. MCHD Formulary. Please be aware that this is not an all-inclusive list. Changes may occur throughout the year and plan exclusions may override this list. Benefit designs may vary with respect to drug coverage, quantity limits, step therapy, days' supply, and prior authorization. Please contact MCHD HCAP pharmacy benefit personnel at 936-523-5108 or 936-523-5112 if you have any questions.

TAKE THIS LIST WITH YOU EACH TIME YOU VISIT A DOCTOR. ASK  
YOUR DOCTOR FOR GENERIC DRUGS WHENEVER POSSIBLE.

\*\*\* = Prior Authorization Required

<b><u>ANTI-INFECTIVE AGENTS</u></b>	<b>MISC. ANTI-INFECTIVES</b>	<b>ANTIHYPERTENSIVE COMBOS</b>	paroxetine
<b>ANTIFUNGALS</b>	clindamycin	amlodipine/ benazepril	sertraline
clotrimazole	doxycycline	atenolol/ chlorthalidone	trazodone
fluconazole	metronidazole	benazepril/ HCTZ	venlafaxine
clotrimazole/betamethasone	minocycline	bisoprolol /HCTZ	
econazole	nitrofurantoin	captopril/ HCTZ	<b>MIGRAINE AGENTS</b>
ketoconazole	tetracycline	enalapril/ HCTZ	(Quantity Limits May Apply)
nystatin	trimethoprim	fosinopril/ HCTZ	FIORICET® (generic)
terbinafine	trimethoprim/ sulfamethoxazole	lisinopril/ HCTZ	FIORICET/CODEINE® (generic)
nystatin/triamcinolone	vancomycin	losartan/ HCTZ	FIORINAL® (generic)
		methyldopa/ HCTZ	FIORINAL/CODEINE® (generic)
<b>CEPHALOSPORINS</b>	<b><u>CARDIOVASCULAR AGENTS</u></b>	metoprolol/ HCTZ	IMITREX® (generic)***
cefaclor	<b>ACE INHIBITORS</b>	trimaterene/ HCTZ	MIDRIN® (generic)
cefadroxil	benazepril		
cefdinir	captopril	<b>BETABLOCKERS</b>	<b><u>ENDOCRINE &amp; METABOLIC AGENTS</u></b>
cefepodoxime	enalapril	atenolol	<b>ANTI-DIABETICS</b>
cefprozil	fosinopril	carvedilol	glimepiride
cefuroxime	lisinopril	labetalol	glipizide/ extended-release
cephalexin	moexipril	metoprolol	glipizide/ metformin
	quinapril	nadolol	glyburide
<b>FLUOROQUINOLONES</b>	ramipril capsules	propranolol	glyburide/ metformin
ciprofloxacin			metformin/ extended-release
ofloxacin	<b>ANGIOTENSIN II BLOCKERS</b>	<b><u>CALCIUM CHANNEL BLOCKERS</u></b>	
levofloxacin	losartan	amlodipine	<b>ESTROGENS M</b>
		diltiazem/ extended-release	estradiol
<b>ACROLIDE ANTIBIOTICS</b>	<b>ANTI-ADRENERGICS</b>	felodipine	estradiol cypionate
azithromycin	clonidine	nifedipine/ extended-release	estradiol/ norethindrone
clarithromycin	doxazosin	verapamil/ extended-release	estradiol transdermal system
erythromycin	terazosin		ESTRATEST® (generic)
		<b><u>CENTRAL NERVOUS SYSTEM AGENTS</u></b>	ESTRATEST HS® (generic)
<b>PENICILLINS</b>	<b>ANTIHYPERLIPIDEMICS</b>	<b>ANTIDEPRESSANTS</b>	
amoxicillin	cholestyramine	amitriptyline	estropiate
amoxicillin/ clavulanate	fenofibrate	citalopram	

APPENDIX VII  
MCHD HCAP FORMULARY

ampicillin  
dicloxacillin  
penicillin

**INSULINS**

HUMULIN® \*\*\*  
LANTUS® \*\*\*  
LEVEMIR® \*\*\*  
NOVOLIN® \*\*\*  
NOVOLOG® \*\*\*

**OTHER ENDOCRINE DRUGS**

alendronate

**GASTROINTESTINAL**

**AGENTS**  
**H<sub>2</sub> ANTAGONISTS**

famotidine  
ranitidine

**PROTON PUMP INHIBITORS**

(\*Prior Authorization Required-Must try/  
fail OTC product prior to prescription

product coverage)

omeprazole  
pantoprazole

**MISC. ULCER**

dicyclomine  
misoprostol  
sucralfate  
PREVPAC® \*\*\*

**MUSCULOSKELETAL**  
**AGENTS**

**NSAIDS**

diclofenac  
etodolac  
ibuprofen  
indomethacin  
ketorolac  
meloxicam  
nabumetone  
naproxen  
oxaprozin

gemfibrozil  
lovastatin  
pravastatin  
simvastatin

**ANTI ASTHM ATICS**

albuterol nebulization  
albuterol/ ipratropium neb  
ipratropium nebulization  
theophylline

\*\*\*The following respiratory

medications are available  
only with prior authorization.

ADVAIR® \*\*\*

ATROVENT® HFA \*\*\*

COMBIVENT® \*\*\*

FLOVENT® HFA\*\*\*

FORADIL® \*\*\*

PULMICORT® \*\*\*

SPIRIVA® \*\*\*

SYMBICORT® \*\*\*

VENTOLIN® HFA \*\*\*

**UROLOGICAL MEDICATIONS**

**ANTICHOLINERGICS/**

**ANTISPASMODICS**

flavoxate  
hyoscyamine subl  
oxybutynin

**BENIGN PROSTATIC**

**HYPERTROPHY DRUGS**

doxazosin  
finasteride  
tamsulosin  
terazosin

fluoxetine  
imipramine  
mirtazapine  
nortriptyline

**THYROID AGENTS**

levothyroxine  
ARMOUR THYROID®

APPENDIX VII  
MCHD HCAP FORMULARY

piroxicam

sulindac

**RESPIRATORY AGENTS**

**ALLERGY-NASAL**

flunisolide

fluticasone

# Montgomery County Hospital District

## Medical Assistance Plan

### Handbook Procedures and Guidelines

Revised April 1, ~~2022~~2023

Board Reviewed/Approved

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**MONTGOMERY COUNTY HOSPITAL DISTRICT**

**MEDICAL ASSISTANCE PLAN HANDBOOK**

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*Note: Appendices may be changed or revised as needed with authorization from the Chief Operating Officer, Chief Financial Officer, and/or Chief Executive Officer of the District.*

## **TECHNICAL ASSISTANCE**

The MCHD Medical Assistance Plan (MAP) may be contacted at:

MCHD Healthcare Assistance Office  
1400 South Loop 336 West  
Conroe, Texas, 77304

Office Hours:  
Monday through Thursday:  
7:30am - 4:30pm

Friday:  
7:30am - 11:30am

Office: (936) 523-5100  
Fax: (936) 539-3450

<http://www.mchd-tx.org/>

**Individual staff members can be contacted at (936) 523-5000.**

Melissa Miller  
Chief Operating Officer  
Ext. 1191  
E-mail: [mmiller@mchd-tx.org](mailto:mmiller@mchd-tx.org)

Adeolu Moronkeji  
HCAP Manager  
Ext. 1103  
Email: [amoronkeji@MCHD-tx.org](mailto:amoronkeji@MCHD-tx.org)

David Hernandez  
HCAP Coordinator  
Ext. 5105  
E-mail: [dhernandez@MCHD-tx.org](mailto:dhernandez@MCHD-tx.org)

Ida Chapa  
Eligibility Coordinator  
Ext. 5114  
E-mail: [ichapa@MCHD-tx.org](mailto:ichapa@MCHD-tx.org)

***As not all situations are covered in this manual and thereby the Chief Operating Officer, Chief Financial Officer, and/or Chief Executive Officer for Montgomery County Hospital District have administrative control over the Medical Assistance Plan and are authorized to overrule and make management decisions for special circumstances, as they deem necessary.***

# **SECTION ONE PLAN ADMINISTRATION**

## ***INTRODUCTION***

The Montgomery County Hospital District is charged by Article IX, section 9 of the Texas Constitution to provide certain health care services to the County's needy inhabitants. In addition, section 61.055 of the Texas Indigent Health Care And Treatment Act, (Ch. 61 Texas Health & Safety Code) requires the Montgomery County Hospital District to provide the health care services required under the Texas Constitution and the statute creating the District. The District's enabling legislation in section 5(a) provides that the Board of Directors of the District shall have the power and authority to promulgate rules governing the health care services to be delivered by the District in Montgomery County.

The Board of Directors of the Montgomery County Hospital District is committed to ensure that the needy inhabitants of the County receive quality health care services in an equitable and non-discriminatory manner through the District's Medical Assistance Plan. The Board of Directors believes quality medical care services can be provided to the County's needy inhabitants in a manner that is fair and equitable, efficient and without undue expense of local taxpayer dollars, which fund such care. The Board of Directors has adopted Plan rules for the provision of health services to those persons qualifying as "indigents" per chapter 61 of the Texas Health & Safety Code, and such indigent Plan rules strictly comply with the requirements of chapter 61 and the rules promulgated by the Texas Department of State Health Services thereunder.

In addition to the services provided to indigents, the Board of Directors have approved Plan rules for the provision of certain health care services to persons who are determined not to be indigent per the definitions contained in chapter 61 and the rules adopted by the Department, but whose income and resources fall between indigent (21% of federal poverty income limit, such limit known as "FPIL") and 150% of FPIL, it being found by the Board of Directors that such persons, while not meeting the chapter 61 definition of indigent, generally lack

SECTION ONE  
PLAN ADMINISTRATION  
INTRODUCTION

financial resources in amounts sufficient to obtain basic health care services. The Plan rules for services to persons who are found to be above 21% of FPIL but below 150% of FPIL are set forth in this Handbook.

These Medical Assistance Plan Policies are promulgated and approved pursuant to section 5(a) of the District's enabling legislation and are intended to provide guidelines and rules for the qualification and enrollment of participants into the District's Medical Assistance Plan. In many instances, these policies track the indigent health care Plan policies approved by the Texas Department of State Health Services and imposed upon non-hospital district counties pursuant to the Indigent Health Care and Treatment Act. In addition, these policies are intended to ensure the delivery of quality and medically necessary healthcare services to Plan participants in a fair and non-discriminatory manner.

These Medical Assistance Plan Policies are intended to cover the delivery of health care services to needy residents of the District. Such residents are not employees of the District therefore these policies do not create benefits or rights under ERISA, COBRA or other employment-related statutes, rules or regulations. These policies are intended to comply with medical privacy regulations imposed under HIPAA and other state regulations but are superseded by such statutes to the extent of any conflict. Compliance with ADA and other regulations pertaining to disabled individuals shall not be the responsibility of the District, but shall be the responsibility of those medical providers providing services to the District's needy inhabitants. As a hospital district, only certain provisions of the Indigent Healthcare and Treatment Act (Ch. 61 Texas Health & Safety Code) apply to services provided by the District, including these Policies.

These policies may be amended from time to time by official action of the District's Board of Directors.

- MCHD's Enabling Legislation may be found in Appendix II.

SECTION ONE  
PLAN ADMINISTRATION  
INTRODUCTION

- Chapter 61, Health and Safety Code may be found in Appendix III or online at: [http://www.dshs.state.tx.us/cihcp/cihcp\\_info.shtm](http://www.dshs.state.tx.us/cihcp/cihcp_info.shtm).

**MCHD MAP Handbook**

The MCHD MAP Handbook is sometimes referred to in other agreements as the “MAP Plan”, “Plan”, or “Plan Document.”

The purpose of the MCHD MAP Handbook is to:

- Establish the eligibility standards and application, documentation, and verification procedures for MCHD MAP,
- Define basic and extended health care services.

## ***GENERAL ADMINISTRATION***

### **MCHD Responsibility**

The District will:

- Administer a county wide indigent health care Program
- Serve all of and only Montgomery County's Needy Inhabitants
  - Needy inhabitants is defined by the district as any individual who meets the eligibility criteria for the Plan as defined herein and who meet an income level from 21-150% of FPIL
- Provide basic health care services to eligible Montgomery County residents who have a medical necessity for healthcare
- Follow the policies and procedures described in this handbook, save and except that any contrary and/or conflicting provisions in any contract or agreement approved by the District's Board of Directors shall supersede and take precedence over any conflicting provisions contained in this Handbook. (See Exclusions And Limitations section below).
- Establish an application process
- Establish procedures for administrative hearings that provide for appropriate due process, including procedures for appeals requested by clients that are denied
- Adopt reasonable procedures
  - For minimizing the opportunity for fraud
  - For establishing and maintaining methods for detecting and identifying situations in which a question of fraud may exist, and
  - For administrative hearings to be conducted on disqualifying persons in cases where fraud appears to exist
- Maintain the records relating to an application at least until the end of the third complete MCHD fiscal year following the date on which the application is submitted



SECTION ONE  
PLAN ADMINISTRATION  
GENERAL ADMINISTRATION

- Montgomery County Hospital District will validate the accuracy of all disclosed information, especially information that may appear fraudulent or dishonest. Additionally, any applicant may be asked to produce additional information or documentation for any part of the Eligibility process
- Public Notice. Not later than the beginning of MCHD's operating year, the District shall specify the procedure it will use during the operating year to determine eligibility and the documentation required to support a request for assistance and shall make a reasonable effort to notify the public of the procedure
- Establish an optional work registration procedure that will contact the local Texas Workforce Commission (TW C) office to determine how to establish their procedure and to negotiate what type of information can be provided. In addition, MCHD must follow the guidelines below
  1. Notify all eligible residents and those with pending applications of the Plan requirements at least 30 days before the Plan begins.
  2. Allow an exemption from work registration if applicants or eligible residents meet one of the following criteria:
    - Receive food stamp benefits,
    - Receive unemployment insurance benefits or have applied but not yet been notified of eligibility,
    - Physically or mentally unfit for employment,
    - Age 18 and attending school, including home school, or on employment training program on at least a half-time basis,
    - Age 60 or older,
    - Parent or other household member who personally provides care for a child under age 6 or a disabled person of any age living with the household,
    - Employed or self-employed at least 30 hours per week,
    - Receive earnings equal to 30 hours per week multiplied by the federal minimum wage.

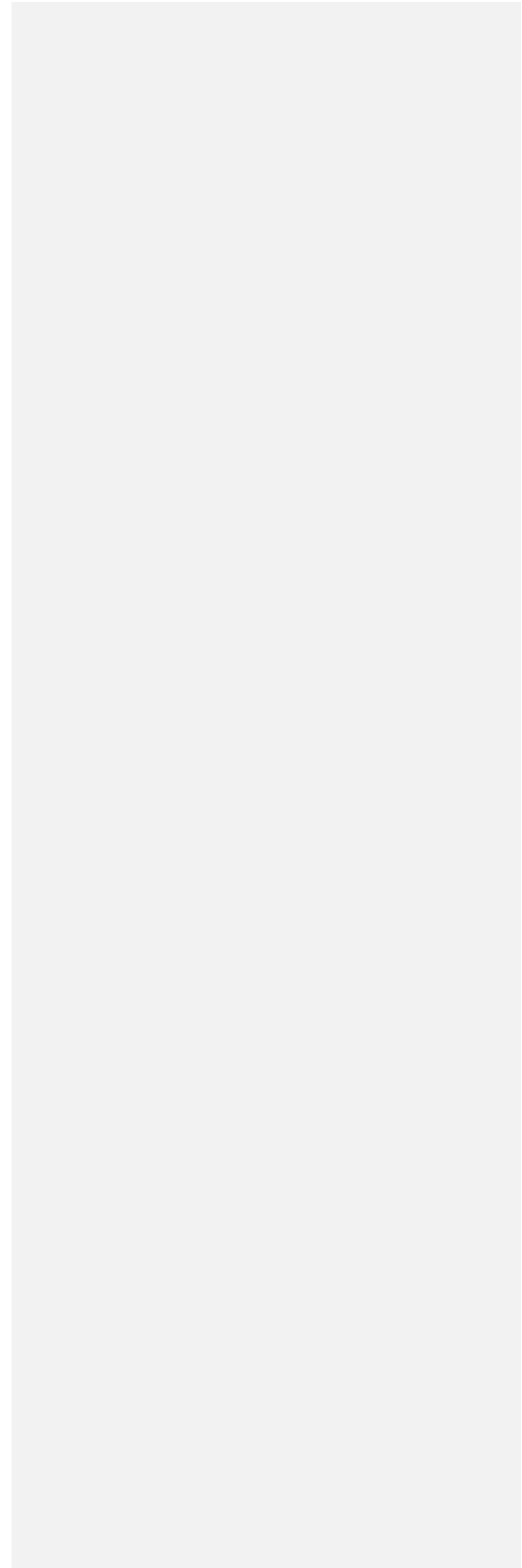
If there is ever a question as to whether or not an applicant should be exempt from work registration, contact the local Texas Workforce Commission (TW C) office when in doubt.

3. If a non-exempt applicant or MCHD MAP eligible resident fails without good cause to comply with work registration requirements, disqualify him from MCHD MAP as follows:

SECTION ONE  
PLAN ADMINISTRATION  
GENERAL ADMINISTRATION

- For one month or until he agrees to comply, whichever is later, for the first non-compliance;
  - For three consecutive months or until he agrees to comply, whichever is later, for the second non-compliance; or
  - For six consecutive months or until he agrees to comply, whichever is later, for the third or subsequent non-compliance.
- Establish Behavioral Guidelines that all applicants and MAP clients must follow in order to protect MCHD employees, agents such as third party administrators, and providers. Each situation will be carefully reviewed with the Chief Operating Officer, Chief Financial Officer, and/or Chief Executive Officer for determination. Failure to follow the guidelines will result in definitive action and up to and including refusal of coverage or termination of existing benefits.

# **SECTION TWO ELIGIBILITY CRITERIA**



## ***RESIDENCE***

### **General Principles**

- A person must live in the Montgomery County prior to filing an application.
- An inmate of a county correctional facility, who is a resident of another Texas county, would not be required to apply for assistance to their county of residence. They may apply for assistance to the county of where they are incarcerated.
- A person lives in Montgomery County if the person's home and/or fixed place of habitation is located in the county and he intends to return to the county after any temporary absences.
- A person with no fixed residence or a new resident in the county who declares intent to remain in the county is also considered a county resident if intent is proven. Examples of proof of intent can include the following: change of driver's license, change of address, lease agreement, and proof of employment.
- A person does not lose his residency status because of a temporary absence from Montgomery County.
- A person cannot qualify for healthcare assistance from more than one county simultaneously.
- A person living in a Halfway House may be eligible for MAP benefits after he has been released from the Texas Department of Corrections if the state only paid for room and board at the halfway house and did not cover health care services.
  - If this person otherwise meets all eligibility criteria and plans to remain a resident of the county where the halfway house is located, this person is eligible for MAP.
  - If this person plans to return to his original county of residence, which is not the county where the halfway house is located, this person would not be considered a resident of the county and therefore not eligible for MAP.
- Persons Not Considered Residents:

SECTION TWO  
ELIGIBILITY CRITERIA  
RESIDENCE

- An inmate or resident of a state school or institution operated by any state agency,
- An inmate, patient, or resident of a school or institution operated by a federal agency,
- A minor student primarily supported by his parents whose home residence is in another county or state,
- A person living in an area served by a public facility, and
- A person who moved into the county solely for the purpose of obtaining health care assistance.

### **Verifying Residence**

Verify residence for all clients.

Proof may include but is not limited to:

- Mail addressed to the applicant, his spouse, or children,
- Texas driver's license or other official identification,
- Rent, mortgage payment, or utility receipt,
- Property tax receipt,
- Voting record,
- School enrollment records, and
- Lease agreement.

No PO boxes are allowed to verify a residence, so all clients must provide a current physical address.

No medical (hospital) bills, invoices, nor claims may be used to prove/verify a residence.

### **Documenting Residence**

On HCAP Form 101, document why information regarding residence is questionable and how questionable residence is verified.

## ***CITIZENSHIP***

### **General Principles**

- A person must be a natural born citizen, a naturalized citizen, or a documented alien that has a green card and has had that status for at least 5 years as per citizenship guidelines of this text.
- All applicants must fill out HCAP Form F, Proof of Citizenship for MCHD MAP, which documents the citizenship status of the applicant.

Applicants must be one of the following:

- a U.S. citizen (natural born or naturalized), or
- an alien lawfully admitted before 8/22/96 who meets one of the following requirements:
  - a refugee admitted under Section 207 of INA,
  - a victim of severe trafficking admitted under Section (101)(a)(15)(T) of INA
  - an asylee admitted under Section 208 of INA,
  - an alien whose deportation is withheld under Sections 243(h) or 241(b)(3) of INA,
  - a Cuban/Haitian entrant paroled under Section 212(d)(5) of INA,
  - an Amerasian Legal Permanent Resident (LPR),
  - a parolee granted status under Section 212(d)(5) of INA for at least one year,
  - a Conditional Entrant admitted under Section 203(a)(7) of INA, or
  - an LPR other than an Amerasian.

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- an alien lawfully admitted on or after 8/22/96 who meets one of the following requirements:
  - a refugee admitted under Section 207 of INA,
  - a victim of severe trafficking admitted under Section (101)(a)(15)(T) of INA
  - an asylee admitted under Section 208 of INA,
  - an alien whose deportation is being withheld under Section 243(h) or 241(b)(3) of INA,
  - a Cuban/Haitian Entrant paroled under Section 212(d)(5) of the INA, or
  - an Amerasian Legal Permanent Resident (LPR).
    - **NOTE: The aliens listed above meet the alien eligibility requirement for 5 years from their legal entry date into the United States**
  - an alien legally admitted for permanent residence who is:
    - an honorably discharged U.S. veteran, or
    - U.S. active duty military personnel, or
    - the spouse, un-remarried surviving spouse, or minor unmarried dependent child of an honorably discharged U.S. veteran or U.S. active duty military personnel.
- An alien who is the spouse or child of an honorably discharged U.S. veteran or U.S. active duty personnel and who has filed a petition with BCIS as being battered by the spouse or parent who no longer lives in the home.
- A documented alien that has a green card and has had that status for at least 5 years and does not meet any of the above criteria.

## ***HOUSEHOLD***

### **General Principles**

- A MCHD MAP household is a person living alone or two or more persons living together where legal responsibility for support exists, excluding disqualified persons.
- Legal responsibility for support exists between:
  - Persons who are legally married under the laws of the State of Texas (including common-law marriage),
    - In Texas, a common-law is considered a legal marriage. A man and a woman who want to establish a common-law marriage must sign a form provided by the county clerk. In addition, they must (1) agree to be married, (2) cohabit, and (3) represent to others that they are married. The only way to dissolve a common-law marriage is through a formal divorce proceeding in a court of law
  - Persons who are legally married under the laws of the State of Texas and not divorced,
    - Persons that are separated from their spouse and not divorced are considered part of the household because the law states that if you are not legally divorced, everything you have is still considered community property.
      - Applicant may provide proof of income and resources for absent spouse, or
      - If applicant cannot provide proof of income and resources for absent spouse, they must:
        1. Present three verifiable domicile forms, HCAP Form 103, Request for Domicile Verification (provided by District) and,
        2. Sign HCAP Form 104, the MAP Affidavit of Marital Status and Financial Support regarding separation from spouse.



3. Review of background check:
  - a. If background check illustrates that there are no joint income/resources between applicant and absent spouse, continue with eligibility process as normal.
  - b. If background check identifies joint income/resources between applicant and absent spouse, the applicant may be given a single 3 month period to pursue all income and resources from absent spouse.
    - i. Upon recertification, the applicant must prove or disprove any discrepancies identified on the background check.
    - ii. Once all requested documents are provided, completed, and accepted, the client may then become recertified for MAP benefits.
- A legal parent and a minor child (including unborn children), or
- A managing conservator and a minor child.
- Eligibility for the Medicaid program automatically disqualifies a person from the Medical Assistance Plan.

### **MCHD MAP Household**

The MCHD MAP household is a person living alone or two or more persons living together where legal responsibility for support exists, excluding disqualified persons.

#### Disqualified Persons

- A person who receives or is categorically eligible to receive Medicaid,
- A person who receives TANF benefits,
- A person who receives SSI benefits and is eligible for Medicaid,
- A person who receives Qualified Medicare Beneficiary (QMB), Medicaid Qualified Medicare Beneficiary (MQMB), Specified Low-

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- Income Medicare Beneficiary (SLMB), Qualified Individual-1 (QI-1); or Qualified Disabled and Working Individuals (QDWI), and
- A Medicaid recipient who partially exhausts some component of his Medicaid benefits,

A disqualified person is not a MCHD MAP household member regardless of his legal responsibility for support.

MCHD MAP One-Person Household

- A person living alone,
- An adult living with others who are not legally responsible for the adult's support,
- A minor child living alone or with others who are not legally responsible for the child's support,
- A Medicaid-ineligible spouse,
- A Medicaid-ineligible parent whose spouse and/or minor children are Medicaid-eligible,
- An inmate in a county jail (not state or federal).

MCHD MAP Group Households – two or more persons who are living together and meet one of the following descriptions:

- Two persons legally married to each other,
- Two persons who are legally married and not divorced,
- One or both legal parents and their legal minor children,
- A managing conservator and a minor child and the conservator's spouse and other legal minor children, if any,
- Minor children, including unborn children, who are siblings, and
- Both Medicaid-ineligible parents of Medicaid-eligible children.

**Verifying Household**

All households are verified.

Proof may include but is not limited to:

- Lease agreement or
- Statement from a landlord, a neighbor, or other reliable source.

**Documenting Household**

On HCAP Form 101, document why information regarding household is questionable and how questionable household is verified.

## **RESOURCES**

### **General Principles**

- A household must pursue all resources to which the household is legally entitled unless it is unreasonable to pursue the resource. Reasonable time (at least three months) must be allowed for the household to pursue the resource, which is not considered accessible during this time.
  - The applicant must not be eligible or potentially eligible for any other resource. Example: Medicaid, Medicare, Insurance, group health insurance, VA Veteran medical benefits, or any other source. MCHD's Medical Assistance Plan is payor of last resort!
- The resources of all MCHD MAP household members are considered.
- Resources are either countable or exempt.
- Resources from disqualified and non-household members are excluded, but may be included if processing an application for a sponsored alien.
- A household is not eligible if the total countable household resources exceed:
  - \$3,000.00 when a person who is aged or has disabilities and who meets relationship requirements lives in the home or
  - \$2,000.00 for all other households.
- A household is not eligible if their total countable resources exceed the limit on or after:
  - A household is not eligible if their total countable resources exceed the limit on or after the first interview date or the process date for cases processed without an interview.
- In determining eligibility for a prior month, the household is not eligible if their total countable resources exceed the limit anytime during the prior month.
- Consider a joint bank account with a nonmember as inaccessible if the money in the account is used solely for the nonmember's benefit. The

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CIHCP household must provide verification that the bank account is used solely for the nonmember's benefit and that no CIHCP household member uses the money in the account for their benefit. If a household member uses any of the money for their benefit or if any household member's money is also in the account, consider the bank account accessible to the household.

### **Alien Sponsor's Resources**

Calculate the total resources accessible to the alien sponsor's household according to the same rules and exemptions for resources that apply for the sponsored alien applicant. The total countable resources for the alien sponsor household will be added to the total countable resources of the sponsored alien applicant.

Please refer to Texas Health and Safety Code, Chapter 61, §61.012.

Sec.61.012. REIMBURSEMENT FOR SERVICES.

(a) In this section, "sponsored alien" means a person who has been lawfully admitted to the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. Section 1101 et seq.) and who, as a condition of admission, was sponsored by a person who executed an affidavit of support on behalf of the person.

(b) A public hospital or hospital district that provides health care services to a sponsored alien under this chapter may recover from a person who executed an affidavit of support on behalf of the alien the costs of the health care services provided to the alien.

(c) A public hospital or hospital district described by Subsection (b) must notify a sponsored alien and a person who executed an affidavit of support on behalf of the alien, at the time the alien applies for health care services, that a person who executed an affidavit of support on behalf of a sponsored alien is liable for the cost of health care services provided to the alien.

(b) Section 61.012, Health and Safety Code, as added by this section, applies only to health care services provided by a public hospital or hospital district on or after the effective date of this act.

### **Bank Accounts**

Count the cash value of checking and savings accounts for the current month as income and for prior months as a resource unless exempt for another reason.

### **Burial Insurance (Prepaid)**

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Exempt up to \$7,500 cash value of a prepaid burial insurance policy, funeral plan, or funeral agreement for each certified household member.

Count the cash value exceeding \$7,500 as a liquid resource.

**Burial Plots**

Exempt all burial plots.

**Crime Victim's Compensation Payments**

Exempt.

**Energy Assistance Payments**

Exempt payments or allowances made under any federal law for the purpose of energy assistance.

**Exemption: Resources/Income Payments**

If a payment or benefit counts as income for a particular month, do count it as a resource in the same month. If you prorate a payment income over several months, do not count any portion of the payment resource during that time.

**Example:** Income of students or self-employed persons that is prorated over several months.

If the client combines this money with countable funds, such as a bank account, exempt the prorated amounts for the time you prorate it.

**Homestead**

Exempt the household's usual residence and surrounding property not separated by property owned by others. The exemption remains in effect if public rights of way, such as roads, separate the surrounding property from the home. The homestead exemption applies to any structure the person uses as a primary residence, including additional buildings on contiguous land, a houseboat, or a motor home, as long as the

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household lives in it. If the household does not live in the structure, count it as a resource.

Houseboats and Motor Homes. Count houseboats and motor homes according to vehicle policy, if not considered the household's primary residence or otherwise exempt.

Own or Purchasing a Lot. For households that currently do not own a home, but own or are purchasing a lot on which they intend to build, exempt the lot and partially completed home.

Real Property Outside of Texas. Households cannot claim real property outside of Texas as a homestead, except for migrant and itinerant workers who meet the residence requirements.

Homestead Temporarily Unoccupied. Exempt a homestead temporarily unoccupied because of employment, training for future employment, illness (including health care treatment), casualty (fire, flood, state of disrepair, etc.), or natural disaster, if the household intends to return.

Sale of a Homestead. Count money remaining from the sale of a homestead as a resource.

### **Income- Producing Property**

Exempt property that:

- Is essential to a household member's employment or self-employment (examples: tools of a trade, farm machinery, stock, and inventory). Continue to exempt this property during temporary periods of unemployment if the household member expects to return to work;
- Annually produces income consistent with its fair market value, even if used only on a seasonal basis; or
- Is necessary for the maintenance or use of a vehicle that is exempt as income producing or as necessary for transporting a physically disabled household member. Exempt the portion of the property used for this purpose.

For farmers or fishermen, continue to exempt the value of the land or equipment for one year from the date that the self-employment ceases.

### **Insurance Settlement**

Count, minus any amount spent or intended to be spent for the Household's bills for burial, health care, or damaged/lost possessions.

### **Law suit Settlement**

Count, minus any amount spent or intended to be spent for the household's bills for burial, legal expenses, health care expenses, or damaged/lost possessions.

### **Life Insurance**

Exempt the cash value of life insurance policies.

### **Liquid Resources**

Count, if readily available. Examples include but are not limited to cash, a checking accounts, a savings accounts, a certificates of deposit (CDs), notes, bonds, and stocks.

### **Loans (Non-Educational)**

Exempt these loans from resources.

Consider financial assistance as a loan if there is an understanding that the loan will be repaid and the person can reasonably explain how he will repay it.

Count assistance not considered a loan as unearned income (contribution).

### **Lump-Sum Payments**

Effective January 1, 2013 exempt federal tax refunds permanently as income and resources for 12 months after receipt. Exempt the Earned Income Credit (EIC) for a period of 12 months after receipt through December 31, 2018.

Count lump sum payments received once a year or less frequently as resources in the month received, unless specifically exempt.

Countable lump-sum payments include but are not limited to lump-sum insurance settlements, lump-sum payments on child support, public assistance, refunds of security deposits on rental property or utilities, retirement benefits, and retroactive lump sum RSDI.

Count lump-sum payments received or anticipated to be received more often than once a year as unearned income in the month received.



Exception: Count contributions, gifts, and prizes as unearned income in the month received regardless of the frequency of receipt.

### **Personal Possessions**

Exempt.

### **Real Property**

Count the equity value of real property unless it is otherwise exempt. Exempt any portion of real property directly related to the maintenance or use of a vehicle necessary for employment or to transport a physically disabled household member. Count the equity value of any remaining portion unless it is otherwise exempt.

Good Faith Effort to Sell. Exempt real property if the household is making a good effort to sell it.

Jointly Owned Property. Exempt property jointly owned by the household and other individuals not applying for or receiving benefits if the household provides proof that he cannot sell or divide the property without consent of the other owners and the other owners will not sell or divide the property.

### **Reimbursement**

Exempt a reimbursement in the month received. Count as a resource in the month after receipt.

Exempt a reimbursement earmarked and used for replacing and repairing an exempt resource. Exempt the reimbursement indefinitely.

### **Retirement Accounts**

A retirement account is one in which an employee and/or his employer contribute money for retirement. There are several types of retirement plans.

Some of the most common plans authorized under Section 401 (a) of the Internal Revenue Services (IRS) Code are the 401 (k) plan, Keogh, Roth Individual Retirement Account (IRA), and a pension or traditional benefit plan. Common plans under Section 408 of the IRS Code are the IRA, Simple IRA and Simplified Employer Plan.

A 401K plan allows an employee to postpone receiving a portion of current income until retirement.

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An individual retirement account (IRA) is an account in which an individual contributes an amount of money to supplement his retirement income (regardless of his participation in a group retirement plan).

A Keogh plan is an IRA for a self-employed individual.

A Simplified Employee Pension (SEP) plan is an IRA owned by an employee to which an employer makes contributions or an IRA owned by a self-employed individual who contributes for himself.

A pension or traditional defined benefit plan is employed based and promises a certain benefit upon retirement regardless of investment performance.

Exclude all retirement accounts or plans established under:

- Internal Revenue Code of 1986, Sections 401(a), 403(a), 403(b), 408, 408A, 457(b), 501(c)(18);
- Federal Thrift Savings Plan, Section 8439, Title 5, United States Code; and
- Other retirement accounts determined to be tax exempt under the Internal Revenue Code of 1986.

Count any other retirement accounts not established under plans or codes listed above.

### **Trust Fund**

Exempt a trust fund if all of the following conditions are met:

- The trust arrangement is unlikely to end during the certification period; and
- No household member can revoke the trust agreement or change the name of the beneficiary during the certification period; and
- The trustee of the fund is either a
  - Court, institution, corporation, or organization not under the direction or ownership of a household member; or
  - Court-appointed individual who has court-imposed limitations placed on the use of the funds; and

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- The trust investments do not directly involve or help any business or corporation under the control, direction, or influence of a household member. Exempt trust funds established from the household's own funds if the trustee uses the funds
  - Only to make investments on behalf of the trust or
  - To pay the education or health care expenses of the beneficiary.

**Vehicles**

Exempt a vehicle necessary to transport physically disabled household members, even if disqualified and regardless of the purpose of the trip. Exempt no more than one vehicle for each disabled member. There is no requirement that the vehicle be used primarily for the disabled person.

Exempt up to \$15,000 FMV of one primary vehicle per household necessary to transport household members, regardless of the purpose of the trip.

Exempt vehicles if the equity value is less than \$4,650, regardless of the number of vehicles owned by the household. Count the value in excess of \$4,650 toward the household's resource limit. **Examples listed below:**

<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">\$15,000</td><td>(FMV)</td></tr> <tr><td style="border-top: 1px solid black;">-12,450</td><td>(Amount still owed)</td></tr> <tr><td style="border-top: 1px solid black;">\$2,550</td><td>(Equity Value)</td></tr> <tr><td style="border-top: 1px solid black;">-4,650</td><td></td></tr> <tr><td style="border-top: 1px solid black;">\$0</td><td>(Countable resource)</td></tr> </table>	\$15,000	(FMV)	-12,450	(Amount still owed)	\$2,550	(Equity Value)	-4,650		\$0	(Countable resource)	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">\$9,000</td><td>(FMV)</td></tr> <tr><td style="border-top: 1px solid black;">- 0</td><td>(Amount still owed)</td></tr> <tr><td style="border-top: 1px solid black;">\$9,000</td><td>(Equity Value)</td></tr> <tr><td style="border-top: 1px solid black;">-4,650</td><td></td></tr> <tr><td style="border-top: 1px solid black;">\$4,350</td><td>(Countable resource)</td></tr> </table>	\$9,000	(FMV)	- 0	(Amount still owed)	\$9,000	(Equity Value)	-4,650		\$4,350	(Countable resource)
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\$9,000	(Equity Value)																				
-4,650																					
\$4,350	(Countable resource)																				

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Income-producing Vehicles. Exempt the total value of all licensed vehicles used for income-producing purposes. This exemption remains in effect when the vehicle is temporarily not in use. A vehicle is considered income producing if it:

- Is used as a taxi, a farm truck, or fishing boat,
- Is used to make deliveries as part of the person's employment,
- Is used to make calls on clients or customers,
- Is required by the terms of employment, or
- Produces income consistent with its fair market value.

Solely Owned Vehicles. A vehicle, whose title is solely in one person's name, is considered an accessible resource for that person. This includes the following situations:

- Consider vehicles involved in community property issues to belong to the person whose name is on the title.
- If a vehicle is solely in the household member's name and the household member claims he purchased it for someone else, the vehicle is considered as accessible to the household member.

Exceptions: The vehicle is inaccessible if the titleholder verifies:  
[complete documentation is required in each of the situations below]

- That he sold the vehicle but has not transferred the title. In this situation, the vehicle belongs to the buyer. Note: Count any payments made by the buyer to the household member or the household member's creditors (directly) as self-employment income.
- That he sold the vehicle but the buyer has not transferred the title into the buyer's name.
- That the vehicle was repossessed.
- That the vehicle was stolen.
- That he filed for bankruptcy (Title 7, 11, or 13) and that the household member is not claiming the vehicle as exempt from the bankruptcy.
  - Note: In most bankruptcy petitions, the court will allow each adult individual to keep one vehicle as exempt for the bankruptcy estate. This vehicle is a countable resource.

A vehicle is accessible to a household member even though the title is not in the household member's name if the household member purchases or is purchasing the vehicle from the person who is the titleholder or if the household member is legally entitled to the vehicle through an inheritance or divorce settlement.

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Jointly Owned Vehicles. Consider vehicles jointly owned with another person not applying for or receiving benefits as inaccessible if the other owner is not willing to sell the vehicle.

Leased Vehicles. When a person leases a vehicle, they are not generally considered the owner of the vehicle because the

- Vehicle does not have any equity value,
- Person cannot sell the vehicle, and
- Title remains in the leasing company's name.

Exempt a leased vehicle until the person exercises his option to purchase the vehicle. Once the person becomes the owner of the vehicle, count it as a resource. The person is the owner of the vehicle if the title is in their name, even if the person and the dealer refer to the vehicle as leased. Count the vehicle as a resource.

How To Determine Fair Market Value of Vehicles.

- Determine the current fair market value of licensed vehicles using the average trade-in or wholesale value listed on a reputable automotive buying resource website (i.e., National Automobile Dealers Association (NADA), Edmunds, or Kelley Blue Book). Note: If the household claims that the listed value does not apply because the vehicle is in less-than-average condition, allow the household to provide proof of the true value from a reliable source, such as a bank loan officer or a local licensed car dealer.
- Do not increase the basic value because of low mileage, optional equipment, or special equipment for the handicapped.
- Accept the household's estimate of the value of a vehicle no longer listed on an automotive buying resource website unless it is questionable and would affect the household's eligibility. In this case, the household must provide an appraisal from a licensed car dealer or other evidence of the vehicle's value, such as an ax assessment or a newspaper advertisement indicating the sale value if similar vehicles.
- Determine the value of new vehicles not listed on an automotive buying resource website by asking the household to provide an estimate of the average trade-in or wholesale value from a new car dealer or a bank loan officer. If this cannot be done, accept the household's estimate unless it is questionable and would affect eligibility. Use the vehicle's loan value only if other sources are unavailable. Request proof of the value of licensed antique, custom made, or classic vehicles from the household if you cannot make an accurate appraisal.

### Penalty for Transferring Resources

A household is ineligible if, within three months before application or any time after certification, they transfer a countable resource for less than its fair market value or fail to disclose a resource to qualify for health care assistance.

This penalty applies if the total of the transferred resource added to other resources affects eligibility.

Base the length of denial on the amount by which the transferred resource or undisclosed resource exceeds the resource maximum when added to other countable resources.

Use the chart below to determine the length of denial.

Amount in Excess of Resource Limit	Denial Period
\$.01 to \$ 249.99	1 month
\$ 250.00 to \$ 999.99	3 months
\$1,000.00 to \$2,999.99	6 months
\$3,000.00 to \$4,999.99	9 months
\$5,000.00 or greater	12 months

If the spouses separate and one spouse transfers his property, it does not affect the eligibility of the other spouse.

### Verifying Resources

Verify all countable resources.

Proof may include but is not limited to:

- Bank account statements and
- Award letters.

### Documenting Resources

On HCAP Form 101, document whether a resource is countable or exempt and how resources are verified.

## ***INCOME***

### **General Principles**

- A household must pursue and accept all income to which the household is legally entitled, unless it is unreasonable to pursue the resource. Reasonable time (at least three months) must be allowed for the household to pursue the income, which is not considered accessible during this time.
- The income of all MCHD MAP household members is considered.
- Income is either countable or exempt.
- If attempts to verify income are unsuccessful because the payer fails or refuses to provide information and other proof is not available, the household's statement is used as best available information.
- All income of a disqualified person is exempt.
- Income of disqualified and non-household members is excluded, but may be included if processing an application for a sponsored alien.

### **Adoption Payments**

Exempt.

### **Alien Sponsor's Income**

Calculate the total income accessible to the alien sponsor's household according to the same rules and exemptions for income that apply for the sponsored alien applicant. The total countable income for the alien sponsor household will be considered unearned income and added to the total countable income of the sponsored alien applicant.

Please refer to Texas Health and Safety Code, Chapter 61, §61.012.

Sec. 61.012. REIMBURSEMENT FOR SERVICES.

(a) In this section, "sponsored alien" means a person who has been lawfully admitted to the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. Section 1101 et seq.) and who, as a condition of admission, was sponsored by a person who executed an affidavit of support on behalf of the person.

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(b)A public hospital or hospital district that provides health care services to a sponsored alien under this chapter may recover from a person who executed an affidavit of support on behalf of the alien the costs of the health care services provided to the alien.

(c)A public hospital or hospital district described by Subsection (b) must notify a sponsored alien and a person who executed an affidavit of support on behalf of the alien, at the time the alien applies for health care services, that a person who executed an affidavit of support on behalf of a sponsored alien is liable for the cost of health care services provided to the alien.

(b) Section 61.012, Health and Safety Code, as added by this section, applies only to health care services provided by a public hospital or hospital district on or after the effective date of this act.

### **Cash Gifts and Contributions**

Count as unearned income unless they are made by a private, nonprofit organization on the basis of need; and total \$300 or less per household in a federal fiscal quarter. The federal fiscal quarters are January - March, April - June, July - September, and October-December. If these contributions exceed \$300 in a quarter, count the excess amount as income in the month received.

Exempt any cash contribution for common household expenses, such as food, rent, utilities, and items for home maintenance, if it is received from a non-certified household member who:

- Lives in the home with the certified household member,
- Shares household expenses with the certified household member, and
- No landlord/tenant relationship exists.

If a noncertified household member makes additional payments for use by a certified member, it is a contribution.

### **Child's Earned Income**

Exempt a child's earned income if the child, who is under age 18 and not an emancipated minor, is a full-time student (including a home schooled child) or a part-time student employed less than 30 hours a week.



### **Child Support Payments**

Count as unearned income after deducting up to \$75 from the total monthly child support payments the household receives.

Count payments as child support if a court ordered the support, or the child's caretaker or the person making the payment states the purpose of the payment is to support the child.

Count ongoing child support income as income to the child even if someone else, living in the home receives it.

Count child support arrears as income to the caretaker.

Exempt child support payments as income if the child support is intended for a child who receives Medicaid, even though the parent actually receives the child support.

Child Support Received for a Non-Member. If a caretaker receives, ongoing child support for a non-member (or a member who is no longer in the home) but uses the money for personal or household needs, count it as unearned income. Do not count the amount actually used for or provided to the non-member for whom it is intended to cover.

Lump-Sum Child Support Payments. Count lump-sum child support payments (on child support arrears or on current child support) received, or anticipated to be received more often than once a year, as unearned income in the month received. Consider lump-sum child support payments received once a year or less frequently as a resource in the month received.

Returning Parent. If an absent parent is making child support payments but moves back into the home of the caretaker and child, process the household change.

### **Crime Victim's Compensation Payments**

Exempt.

These are payments from the funds authorized by state legislation to assist a person who has been a victim of a violent crime; was the spouse, parent, sibling, or adult child of a victim who died as a result of a violent crime; or is the guardian of a victim of a violent crime. The payments are distributed by the Office of the Attorney General in monthly payments or in a lump sum.

### **Disability Insurance Payments**

Count disability payments as unearned income, including Social Security Disability Insurance (SSDI) payments and disability insurance payments issued for non-medical expenses. Exception: Exempt Supplemental Security Income (SSI) payments.

### **Dividends and Royalties**

Count dividends as unearned income. Exception: Exempt dividends from insurance policies as income.

Count royalties as unearned income, minus any amount deducted for production expenses and severance taxes.

### **Educational Assistance**

Exempt educational assistance, including educational loans, regardless of source. Educational assistance also includes college work-study.

### **Energy Assistance**

Exempt the following types of energy assistance payments:

- Assistance from federally-funded, state or locally-administered programs, including HEAP, weatherization, Energy Crisis, and one-time emergency repairs of a heating or cooling device (down payment and final payment);
- Energy assistance received through HUD, USDA's Rural Housing Service (RHS), or Farmer's Administration (FmHA);
- Assistance from private, non-profit, or governmental agencies based on need.

If an energy assistance payment is combined with other payments of assistance, exempt only the energy assistance portion from income (if applicable).

### **Foster Care Payments**

Exempt.

### **Government Disaster Payments**

Exempt federal disaster payments and comparable disaster assistance provided by states, local governments and disaster assistance organizations if the household is subject to legal penalties when the funds are not used as intended.

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Examples: Payments by the Individual and Family Grant Program, Small Business Administration, and/or FEMA.

**In-Kind Income**

Exempt. An in-kind contribution is any gain or benefit to a person that is not in the form of money/check payable directly to the household, such as clothing, public housing, or food.

**Interest**

Count as unearned income.

**Job Training**

Exempt payments made under the Workforce Investment Act (WIA).

Exempt portions of non-WIA job training payments earmarked as reimbursements for training-related expenses. Count any excess as earned income.

Exempt on-the-job training (OJT) payments received by a child who is under age 19 and under parental control of another household member

**Loans (Non-educational)**

Count as unearned income unless there is an understanding that the money will be repaid and the person can reasonably explain how he will repay it.

**Lump-Sum Payments**

Count as income in the month received if the person receives it or expects to receive it more often than once a year.

Consider retroactive or restored payments to be lump-sum payments and count as a resource. Separate any portion that is ongoing income from a lump-sum amount and count it as income.

Exempt lump sums received once a year or less, unless specifically listed as income. Count them as a resource in the month received.

Effective January 1, 2013 exempt federal tax refunds permanently as income and resources for 12 months after receipt. Exempt the Earned

SECTION TWO  
ELIGIBILITY CRITERIA  
INCOME

Income Credit (EIC) for a period of 12 months after receipt through December 31, 2018.

If a lump sum reimburses a household for burial, legal, or health care bills, or damaged/lost possessions, reduce the countable amount of the lump sum by the amount earmarked for these items.

**Military Pay**

Count military pay and allowances for housing, food, base pay, and flight pay as earned income, minus pay withheld to fund education under the G.I. Bill.

**Mineral Rights**

Count payments for mineral rights as unearned income.

**Pensions**

Count as unearned income. A pension is any benefit derived from former employment, such as retirement benefits or disability pensions.

**Reimbursement**

Exempt a reimbursement (not to exceed the individual's expense) provided specifically for a past or future expense. If the reimbursement exceeds the individual's expenses, count any excess as unearned income. Do not consider a reimbursement to exceed the individual's expenses unless the individual or provider indicates the amount is excessive. Exempt a reimbursement for future expenses only if the household plans to use it as intended.

**RSDI Payments**

Count as unearned income the Retirement, Survivors, and Disability Insurance (RSDI) benefit amount including the deduction for the Medicare premium, minus any amount that is being recouped for a prior RSDI overpayment.

If a person receives an RSDI check and an SSI check, exempt both checks since the person is a disqualified household member.

If an adult receives a Social Security survivor's benefit check for a child, this check is considered the child's income.

### **Self-Employment Income**

Count as earned income, minus the allowable costs of producing the self-employment income. (Use HCAP Form 200: Employer Verification Form).

Self-employment income is earned or unearned income available from one's own business, trade, or profession rather than from an employer. However, some individuals may have an employer and receive a regular salary. If an employer does not withhold FICA or income taxes, even if required to do so by law, the person is considered self-employed.

Types of self-employment include:

- Odd jobs, such as mowing lawns, babysitting, and cleaning houses;
- Owning a private business, such as a beauty salon or auto mechanic shop;
- Farm income; and
- Income from property, which may be from renting, leasing, or selling property on an installment plan. Property includes equipment, vehicles, and real property.

If the person sells the property on an installment plan, count the payments as income. Exempt the balance of the note as an inaccessible resource.

### **SSI Payments**

Only exempt Supplemental Security Income (SSI) benefits when the household is receiving Medicaid.

A person receiving any amount of SSI benefits who also receives Medicaid is, therefore, a disqualified household member.

### **TANF**

Exempt Temporary Assistance to Needy Families (TANF) benefits.

A person receiving TANF benefits also receives Medicaid and is, therefore, a disqualified household member.

### **Terminated Income**

Count terminated income in the month received. Use actual income and do not use conversion factors if terminated income is less than a full month's income.

Income is terminated if it will not be received in the next usual payment cycle.

Income is not terminated if:

- Someone changes jobs while working for the same employer,
- An employee of a temporary agency is temporarily not assigned,
- A self-employed person changes contracts or has different customers without having a break in normal income cycle, or
- Someone received regular contributions, but the contributions are from different sources.

### **Third-Party Payments**

Exempt the money received that is intended and used for the maintenance of a person who is not a member of the household.

If a single payment is received for more than one beneficiary, exclude the amount actually used for the non-member up to the non-member's identifiable portion or prorated portion, if the portion is not identifiable.

### **Tip Income**

Count the actual (not taxable) gross amount of tips as earned income. Add tip income to wages before applying conversion factors.

Tip income is income earned in addition to wages that is paid by patrons to people employed in service-related occupations, such as beauticians, waiters, valets, pizza delivery staff, etc.

Do not consider tips as self-employment income unless related to a self-employment enterprise.

### **Trust Fund**

Count as unearned income trust fund withdrawals or dividends that the household can receive from a trust fund that is exempt from resources.

### **Unemployment Compensation Payments**

Count the gross amount as unearned income, minus any amount being recouped for an Unemployment Insurance Benefit (UIB) overpayment.

Exception: Count the gross amount if the household agreed to repay a food stamp overpayment through voluntary garnishment.

### **VA Payments**

Count the gross Veterans Administration (VA) payment as unearned income, minus any amount being recouped for a VA overpayment. Exempt VA special needs payments, such as annual clothing allowances or monthly payments for an attendant for disabled veterans.

### **Vendor Payments**

Exempt vendor payments if made by a person or organization outside the household directly to the household's creditor or person providing the service.

Exception: Count as income money that is legally obligated to the household, but which the payer makes to a third party for a household expense.

### **Wages, Salaries, Commissions**

Count the actual (not taxable) gross amount as earned income.

If a person asks his employer to hold his wages or the person's wages are garnished, count this money as income in the month the person would otherwise have been paid. If, however, an employer holds his employees' wages as a general practice, count this money as income in the month it is paid. Count an advance in the month the person receives it.

### **Workers' Compensation Payments**

Count the gross payment as unearned income, minus any amount being recouped for a prior worker's compensation overpayment or paid for attorney's fees. NOTE: The Texas Workforce Commission (TWC) or a court sets the amount of the attorney's fee to be paid.

Do not allow a deduction from the gross benefit for court-ordered child support payments.

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Exception: Exclude worker's compensation benefits paid to the household for out-of-pocket health care expenses. Consider these payments as reimbursements.

**Other Types of Benefits and Payments**

Exempt benefits and payments from the following programs:

- Americorp,
- Child Nutrition Act of 1966,
- Food Stamp Program – SNAP (Supplemental Nutrition Assistance Program),
- Foster Grandparents,
- Funds distributed or held in trust by the Indian Claims Commission for Indian tribe members under Public Laws 92-254 or 93-135,
- Learn and Serve,
- National School Lunch Act,
- National Senior Service Corps (Senior Corps),
- Nutrition Program for the Elderly (Title III, Older American Act of 1965),
- Retired and Senior Volunteer Program (RSVP),
- Senior Companion Program,
- Tax-exempt portions of payments made under the Alaska Native Claims Settlement Act,
- Uniform Relocation Assistance and Real Property Acquisitions Act (Title II),
- Volunteers in Service to America (VISTA), and
- Women, Infants, and Children (WIC) Program.



## Verifying Income

Verify countable income, including recently terminated income, at initial application and when changes are reported. Verify countable income at review, if questionable.

Proof may include but is not limited to:

- Last four (4) consecutive paycheck stubs (for everyone in your household),
- HCAP Form 200, Employment Verification Form, which we provide,
- W-2 forms,
- Notes for cash contributions,
- Business records,
- Social Security award letter,
- Court orders or public decrees (support documents),
- Sales records
- Income tax returns, and
- Statements completed, signed, and dated by the self-employed person.

## Documenting Income

On HCAP Form 101, document the following items.

- Exempt income and the reason it is exempt
- Unearned income, including the following items:
  - Date income is verified,
  - Type of income,
  - Check or document seen,
  - Amount recorded on check or document,
  - Frequency of receipt, and
  - Calculations used.
- Self-employment income, including the following items:
  - The allowable costs for producing the self-employment income,
  - Other factors used to determine the income amount.
- Earned income, including the following items:
  - Payer's name and address,
  - Dates of each wage statement or pay stub used,
  - Date paycheck is received,
  - Gross income amount,
  - Frequency of receipt, and
  - Calculations used.
- Allowable deductions.

A household is ineligible for a period of 6 months if they intentionally alter their income to become eligible for the Plan (example: have employer lower their hourly or salary amount).

The following exceptions apply:

- Change in job description that would require a lower pay rate
- Loss of job
- Changed job

## ***BUDGETING INCOME***

### **General Principles**

- Count income already received and any income the household expects to receive. If the household is not sure about the amount expected or when the income will be received, use the best estimate.
- Income, whether earned or unearned, is counted in the month that it is received.
- Count terminated income in the month received. Use actual income and do not use conversion factors if terminated income is less than a full month's income.
- View at least two pay amounts in the time period beginning 45 days before the interview date or the process date for cases processed without an interview. However, do not require the household to provide verification of any pay amount that is older than two months before the interview date or the process date for cases processed without an interview.
- When determining the amount of self-employment income received, verify four recent pay amounts that accurately represent their pay. Verify one month's pay amount that accurately represent their pay for self-employed income received monthly. Do not require the household to provide verification of self-employment income and expenses for more than two calendar months before the interview date or the case process date if not interviewed, for income received monthly or more often.
- Accept the applicant's statement as proof if there is a reasonable explanation of why documentary evidence or a collateral source is not available and the applicant's statement does not contradict other individual statements or other information received by the entity.
- Use at least three consecutive, current pay periods to calculate fluctuating income.
- The self-employment income projection, which includes the current month and 3 months prior, is the period of time that the household expects the income to support the family.
- There are deductions for earned income that are not allowed for unearned income.

- The earned income deductions are not allowed if the income is gained from illegal activities, such as prostitution and selling illegal drugs.

### **Steps for Budgeting Income**

- Determine countable income.
- Determine how often countable income is received.
- Convert countable income to monthly amounts.
- Convert self-employment allowable costs to monthly amounts.
- Determine if countable income is earned or unearned.
- Subtract converted monthly self-employment allowable costs, if any, from converted monthly self-employment income.
- Subtract earned income deductions, if any.
- Subtract the deduction for Medicaid individuals, of applicable.
- Subtract the deduction for legally obligated child support payments made by a member of the household group, if applicable.
- Compare the monthly gross income to the MCHD MAP monthly income standard.

#### **Step 1**

##### **Determine countable income.**

Evaluate the household's current and future circumstances and income. Decide if changes are likely during the current or future months.

If changes are likely, then determine how the change will affect eligibility.

#### **Step 2**

##### **Determine how often countable income is received, such as monthly, twice a month, every other week, weekly.**

All income, excluding self-employment. Based on verifications or the person's statement as best available information, determine how often income is received. If the income is based hourly or for piecework, determine the amount of income expected for one week of work.

##### Self-employment Income.

- Compute self-employment income, using one of these methods:
  - Monthly. Use this method if the person has at least one full representative calendar month of self-employment income.

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- Daily. Use this method when there is less than one full representative calendar month of self-employment income, and the source or frequency of the income is unknown or inconsistent.
- Determine if the self-employment income is monthly, daily, or seasonal, since that will determine the length of the projection period.
  - The projection period is monthly if the self-employment income is intended to support the household for at least the next 6 months. The projection period is the last 3 months and the current month.
  - The projection period is seasonal if the self-employment income is intended to support the household for less than 12 months since it is available only during certain months of the year. The projection period is the number of months the self-employment is intended to provide support.
- Determine the allowable costs of producing self-employment income, by accepting the deductions listed on the 1040 U.S. Individual Income Tax Return or by allowing the following deductions:
  - Capital asset improvements,
  - Capital asset purchases, such as real property, equipment, machinery and other durable goods, i.e., items expected to last at least 12 months,
  - Fuel,
  - Identifiable costs of seed and fertilizer,
  - Insurance premiums,
  - Interest from business loans on income-producing property,
  - Labor,
  - Linen service,
  - Payments of the principal of loans for income-producing property,
  - Property tax,
  - Raw materials,
  - Rent,
  - Repairs that maintain income-producing property,
  - Sales tax,
  - Stock,
  - Supplies,
  - Transportation costs. The person may choose to use 50.0 cents per mile instead of keeping track of individual transportation expenses. Do not allow travel to and from the place of business.
  - Utilities

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NOTE: If the applicant conducts a self-employment business in his home, consider the cost of the home (rent, mortgage, utilities) as shelter costs, not business expenses, unless these costs can be identified as necessary for the business separately.

The following are not allowable costs of producing self-employment income:

- Costs not related to self-employment,
- Costs related to producing income gained from illegal activities, such as prostitution and the sale of illegal drugs,
- Depreciation,
- Net loss which occurred in a previous period, and
- Work-related expenses, such as federal, state, and local income taxes, and retirement contributions.

**Step 3**

**Convert countable income to monthly amounts**, if income is not received monthly.

When converting countable income to monthly amounts, use the following conversion factors:

- Multiply weekly amounts by 4.33.
- Multiply amounts received every other week by 2.17.
- Add amounts received twice a month (semi-monthly).
- Divide yearly amounts by 12.

**Step 4**

**Convert self-employment allowable costs to monthly amounts.**

When converting the allowable costs for producing self-employment to monthly amounts, use the conversion factors in Step 3 above.

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**Step 5**

**Determine if countable income is earned or unearned.** For earned income, proceed with Step 6. For unearned income, skip to Step 8.

**Step 6**

**Subtract converted monthly self-employment allowable costs, if any, from converted monthly self-employment income.**

**Step 7**

**Subtract earned income deductions, if any.** Subtract these deductions, if applicable, from the household's monthly gross income, including monthly self-employment income after allowable costs are subtracted:

- Deduct \$120.00 per employed household member for work-related expenses.
- Deduct 1/3 of remaining earned income per employed household member.
- Dependent childcare or adult with disabilities care expenses shall be deducted from the total income when determining eligibility, if paying for the care is necessary for the employment of a member in the CIHCP household. This deduction is allowed even when the child or adult with disabilities is not included in the CIHCP household. Deduct the actual expenses up to:
  - \$200 per month for each child under age 2,
  - \$175 per month for each child age 2 or older, and
  - \$175 per month for each adult with disabilities.

Exception: For self-employment income from property, when a person spends an average of less than 20 hours per week in management or maintenance activities, count the income as unearned and only allow deductions for allowable costs of producing self-employment income.

**Step 8**

**Subtract the deduction for Medicaid individuals, if applicable.** This deduction applies when the household has a member who receives Medicaid and, therefore, is disqualified from the MCHD MAP household. Using the Deduction chart on the following page to deduct an amount for support of the Medicaid member(s) as follows: Subtract an amount equal to the deduction for the number (#) of Medicaid-eligible individuals.

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**Deductions for Medicaid-Eligible Individuals**

# of Medicaid-Eligible Individuals	Single Adult or Adult with Children	Minor Children Only
1	\$ 78	\$ 64
2	\$ 163	\$ 92
3	\$ 188	\$ 130
4	\$ 226	\$ 154
5	\$ 251	\$ 198
6	\$ 288	\$ 241
7	\$ 313	\$ 267
8	\$ 356	\$ 293

Consider the remainder as the monthly gross income for the MAP household

**Step 9**

**Subtract the Deduction for Child Support, Alimony, and Other Payments to Dependents Outside the Home, if applicable.**

Allow the following deductions from members of the household group, including disqualified members:

- The actual amount of child support and alimony a household member pays to persons outside the home.
- The actual amount of a household member's payments to persons outside the home that a household member can claim as tax dependents or is legally obligated to support.

Consider the remaining income as the monthly net income for the CIHCP household.

**Step 10**

Compare the household's monthly gross income to the 21- 150% FPIL monthly income standard, using the MCHD MAP Monthly Income Standards chart below.



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 BUDGETING INCOME

**MONTGOMERY COUNTY HOSPITAL  
 DISTRICT MEDICAL ASSISTANCE PLAN  
 INCOME GUIDELINES EFFECTIVE  
 4/1/~~2022~~2023  
 21- 150% FPIL**

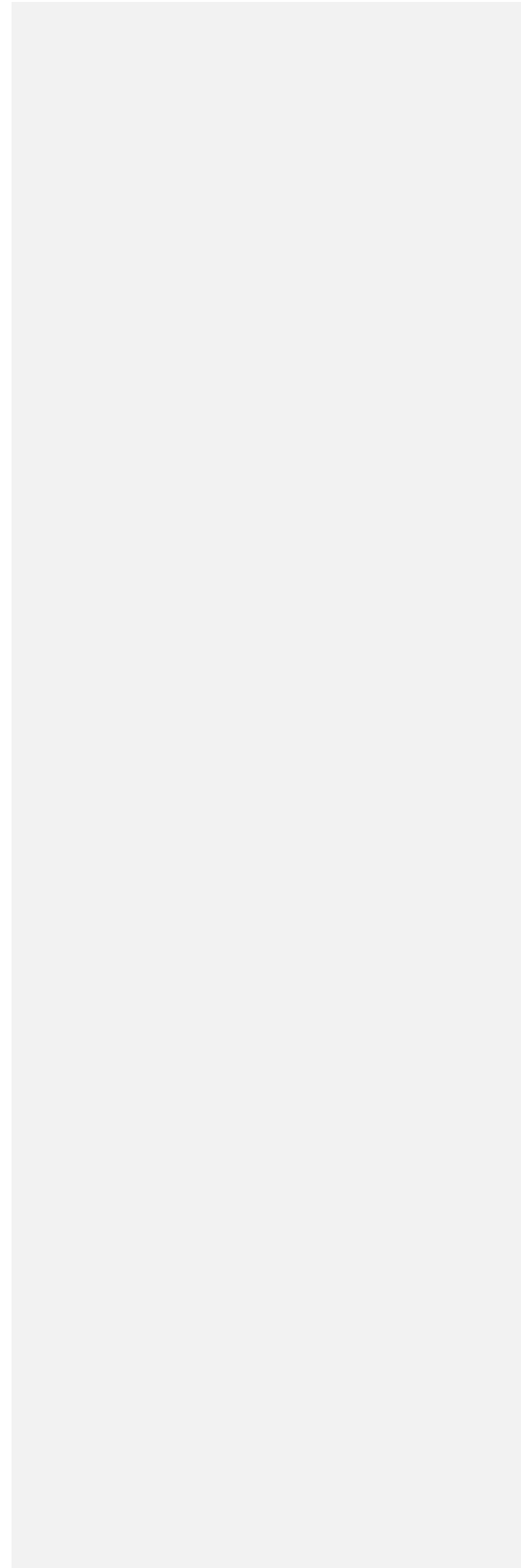
# of Individuals in the MAP Household	Income Standard	Income Standard
	21% FPIL	150% FPIL
1	<del>\$238</del> <u>\$255</u>	<del>\$1,699</del> <u>\$1,823</u>
2	<del>\$321</del> <u>\$345</u>	<del>\$2,289</del> <u>\$2,465</u>
3	<del>\$404</del> <u>\$435</u>	<del>\$2,879</del> <u>\$3,108</u>
4	<del>\$486</del> <u>\$525</u>	<del>\$3,469</del> <u>\$3,750</u>
5	<del>\$569</del> <u>\$615</u>	<del>\$4,059</del> <u>\$4,393</u>
6	<del>\$651</del> <u>\$705</u>	<del>\$4,649</del> <u>\$5,035</u>
7	<del>\$734</del> <u>\$795</u>	<del>\$5,239</del> <u>\$5,678</u>
8	<del>\$817</del> <u>\$885</u>	<del>\$5,829</del> <u>\$6,320</u>
9	<del>\$899</del> <u>\$975</u>	<del>\$6,419</del> <u>\$6,963</u>
10	<del>\$982</del> <u>\$1,065</u>	<del>\$7,009</del> <u>\$7,605</u>
11	<del>\$1,064</del> <u>\$1,155</u>	<del>\$7,599</del> <u>\$8,248</u>
12	<del>\$1,147</del> <u>\$1,245</u>	<del>\$8,189</del> <u>\$8,890</u>

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Note: Based on the ~~2023~~2022 Federal Poverty Income Limits (FPIL), which changes March/April 1 of every year.

A household is eligible if its monthly gross income, after rounding down cents, does not exceed the monthly income standard for the MCHD MAP household's size.

**SECTION THREE  
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## **CASE PROCESSING**

### **General Principles**

- Use the MCHD MAP application, documentation, and verification procedures.
- Issue HCAP Form 100 to the applicant or his representative on the same date that the request is received.
- Accept an identifiable application.
- Assist the applicant with accurately completing the HCAP Form 100 if the applicant requests help. Anyone who helps fill out the HCAP Form 100 must sign and date it.
- If the applicant is incompetent, incapacitated, or deceased, someone acting responsibly for the client (a representative) may represent the applicant in the application and the review process, including signing and dating the HCAP Form 100 on the applicant's behalf. This representative must be knowledgeable about the applicant and his household. Document the specific reason for designating this representative.
- Determine eligibility based on residence, household, resources, income, and citizenship.
- Allow at least 14 days for requested information to be provided, unless the household agrees to a shorter timeframe, when issuing HCAP Form 12. Note: The requested information is documented on HCAP Form 12 and a copy is given to the household.
- All information required by the "How to Apply for MAP" document is needed to complete the application process and is the responsibility of the applicant.
- Use any information received from the provider of service when making the eligibility determination; but further eligibility information from the applicant may be required.
- The date that a complete application is received is the application completion date, which counts as Day 0.
- Determine eligibility not later than the 14th day after the application completion date based on the residence, household, resources, income, and citizenship guidelines.

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- Issue written notice, namely, HCAP Form 109, Notice of Eligibility and HCAP Form 110, the MAP Identification Card, HCAP Form 120, Notice of Incomplete Application, or HCAP Form 117, Notice of Ineligibility, of the District's decision. If the District denies health care assistance, the written notice shall include the reason for the denial and an explanation of the procedure for appealing the denial.
- Review each eligible case record at least once every six months.
  - Approved applications are valid for a period not to exceed six (6) months but no less than 1 month.
  - Before the expiration date, all clients will receive a notice by mail that benefits will expire in the next two weeks.
  - All clients must start the eligibility process all over again at the time of re-application.
- Use the "Prudent Person Principle" in situations where there are unusual circumstances in which an applicant's statement must be accepted as proof if there is a reasonable explanation why documentary evidence or a collateral contact is not available and the applicant's statement does not contradict other client statements or other information received by staff.
- Current eligibility continues until a change resulting in ineligibility occurs and a HCAP Form 117 is issued to the household.
- Consult the hospital district's legal counsel to develop procedures regarding disclosure of information.
- Be aware that a person involved in a motor vehicle accident or an assault (before or during MAP benefit period) will not receive benefit coverage for any medical expenses related to that accident or assault, unless proper documentation is provided showing no other liability. The minimum documentation required consists of at least police report or auto insurance information. Other documentation may be necessary.
- Be aware that a person injured on the job (before or during MAP benefit period) who is entitled to Worker's Compensation, must pursue that resource for benefit coverage.
- Remember that MCHD is the payor of last resort. Do not hesitate to explain this to the client.
- The applicant has the right to:

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CASE PROCESSING

- Have his application considered without regard to race, color, religion, creed, national origin, age, sex, disability, or political belief;
  - Request a review of the decision made on his application or re-certification for health care assistance; and
  - Request, orally and in writing, a fair hearing about actions affecting receipt or termination of health care assistance.
- The applicant is responsible for:

- Completing the HCAP Form 100 accurately.

Application for Montgomery County Hospital District's Medical Assistance Plan (MAP) are available at the Montgomery County Healthcare Assistance Office located at 1400 South Loop 336 West, Conroe, Texas, 77304. Applications may be picked up, Monday through Thursday, except holidays, from 7:30 am to 11:30 am and 1:00 pm to 4:30 pm and on Fridays from 7:30am to 11:30 am. The MAP phone number is 936-523-5100 and the fax number is 936-539-3450. Applications are also available at <http://www.mchd-tx.org/>.

- Providing all needed information requested by staff. If information is not available or is not sufficient, the applicant may designate a collateral contact for the information. A collateral contact could be any objective third party who can provide reliable information. A collateral contact does not need to be separately and specifically designated if that source is named either on HCAP Form 100 or during the interview.
- Attending the scheduled interview appointment.

All appointments will be set automatically by the MAP eligibility office and will be the applicant's responsibility to attend the scheduled appointment. Failure to attend the appointment will result in denial of assistance.

The client's application is valid for 30 days from the identifiable date and it is within that 30-day period that the client may reschedule another appointment with the eligibility office. After the 30-day period, the client would have to fill out another application and begin the application process all over again.

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- Reporting changes, which affect eligibility, within 14 days after the date that the change actually occurred. Failure to report changes could result in repayment of expenditures paid.
- Any changes in income, resources, residency other than federal cost of living adjustments mandates re application and reconsideration of determination.
- To cooperate or follow through with an application process for any other source of medical assistance before being processed for the Medical Assistance Plan, since MCHD is a payor of last resort.
- Note: Misrepresentation of facts or any attempt by any applicant or interested party to circumvent the policies of the district in order to become or remain eligible is grounds for immediate and permanent refusal of assistance. Furthermore, if a client fails to furnish any requested information or documentation, the application will be denied.
- The Montgomery County Hospital District has installed a comprehensive video and audio recording system in the Health Care Assistance Program office suite. This system serves many purposes. This system is designed to ensure quality services and to provide a level of security for the staff. It also provides documentation of client interviews which is useful in reducing fraud and abuse of the system. The recordings provide the staff protection against false claims from disgruntled clients, and ensure accuracy in connection with HCAP client interviews. All persons who apply for services, renewal of services, or other issues with the Health Care Assistance Program shall be subject to the video and audio taping equipment of the Montgomery County Hospital District.

## ***PROCESSING AN APPLICATION***

### **Steps for Processing an Application**

- **Accept the identifiable application.**
- **Check information.**
- **Request needed information.**
- **Determine if an interview is needed.**
- **Interview.**
- **Determine eligibility.**
- **Issue the appropriate form.**

#### **Step 1**

**Accept the identifiable application.** On the HCAP Form 100 document the date that the identifiable Form 100 is received. This is the application file date.

#### **Step 2**

**Check** that all information is complete, consistent, and sufficient to make an eligibility determination.

#### **Step 3**

**Request needed information** pertaining to the five eligibility criteria, namely, residence, citizenship, household, resources, and income.

**Decision Pended.** If eligibility cannot be determined because components that pertain to the eligibility criteria are missing, issue HCAP Form 12, Request for Information, listing additional information that needs to be provided as well as listing the due date by which the additional information is needed. If the requested information is not provided by the due date, follow the Denial Decision procedure in Step 8. If the requested information is provided by the due date, proceed with Step 5. The application is not considered complete until all requested information is received.

**Decision Pended for an SSI Applicant.** If eligibility cannot be determined because the person is also an SSI applicant, issue HCAP Form 12, Request for Information, listing additional information that needs to be provided, including the SSI decision, as well as listing the date by which the additional information is needed. In addition, the client is issued HCAP Form G, "How to

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contact the eligibility office regarding your SSI status". If the SSI application is denied for eligibility requirements, proceed with Step 3 whether or not the SSI denial is appealed.

**Step 4**

**Determine if an interview is needed.** Eligibility may be determined without interviewing the applicant if all questions on HCAP Form 100 are answered and all additional information has been provided.

**Step 5**

**Interview** the applicant or his representative face-to-face or by telephone in an interview is necessary.

If an interview appointment is scheduled, provide the applicant with an MAP Appointment Card, HCAP Form 2, indicating the date, time, place of the interview, and name of interviewer.

Applicants may only be up to 10 minutes late to their interview appointment before they **must** reschedule.

If the applicant fails to keep the appointment, reschedule the appointment, if requested before the time of the scheduled appointment, or follow the Denial Decision procedure in Step 7.

**Step 6**

**Repeat** Steps 2 and 3 as necessary.

**Step 7**

**Determine eligibility** based on the five eligibility criteria.

Document information in the case record to support the decision.

At this step, all candidates must complete the following forms:

1. Acknowledgment of Receipt of Notice of Privacy Practices, HCAP Form A
2. Background Check Form, HCAP Form B
3. Medical History Form, HCAP Form C
4. Release Form, HCAP Form D
5. Subrogation Form, HCAP Form E
6. Proof of Citizenship, HCAP Form F
7. Representation and Acknowledgement Form, HCAP Form H

If a candidate has a telephone interview or does not require an



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interview and becomes eligible for MAP benefits, the forms listed above must be filled out at the time the client comes in to get their MAP Identification Card, HCAP Form 110, and the Notice of eligibility, HCAP Form 109.

Additionally at this step in the process, some candidates must complete additional forms as they apply:

1. Statement of Support, HCAP Form 102
2. Request for Domicile Verification, HCAP Form 103
3. Affidavit Regarding Marital Status and Financial Support, HCAP Form 104
4. Employer Verification Form, HCAP Form 200
5. Other Forms as may be developed and approved by Administrator
6. Assignment of Health Insurance Proceeds, HCAP Form I:

*Staff Acknowledgement regarding Step 2*

All applicants will undergo a background/credit check, as this is a mandatory MAP process. Candidates will be asked to clarify discrepancies. Do not pry or inquire into non-eligibility determination related information. Remember this is confidential material.

**Step 8**

**Issue the appropriate form**, namely, HCAP Form 117, Notice of Ineligibility, HCAP Form 120, Notice of Incomplete Application, or HCAP Form 109, Notice of Eligibility along with HCAP Form 110, the MAP Identification Card.

The MAP Identification Card is owned by MCHD and is not transferable. MCHD may revoke or cancel it at any time after notice has been sent out 2 weeks before the termination date explaining the reason for termination.

Incomplete Decision. If any of the requested documentation is not provided the application is not complete. Issue HCAP Form 120, Notice of Incomplete Application.

Denial Decision. If any one of the eligibility criteria is not met, the applicant is ineligible. Issue HCAP Form 117, Notice of Ineligibility, including the reason for denial, the effective date of the denial, if applicable, and an explanation of the procedure for appealing the denial.

Reasons for denial include but are not limited to:

- Not a resident of the county,
- A recipient of Medicaid,

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- Resources exceed the resource limit,
- Income exceeds the income limit,
- Failed to keep an appointment,
- Failed to provide information requested,
- Failed to return the review application,
- Failed to comply with requirements to obtain other assistance, or
- Voluntarily withdrew.

Eligible Decision. If all the eligibility criteria are met, the applicant is eligible.

Determine the applicant's Eligibility Effective Date. Current Eligibility begins on the first calendar day in the month that an identifiable application is filed or the earliest, subsequent month in which all eligibility criteria are met.

The applicant may be retroactively eligible in any of the three calendar months before the month the identifiable application is received if all eligibility criteria are met. (Exception: Eligibility effective date for a new county resident begins the date the applicant is considered a county resident. For example, if the applicant meets all four eligibility criteria, but doesn't move to the county until the 15th of the month, the eligibility effective date will be the 15th of the month, not the first calendar day in the month that an identifiable application is filed.)

Issue HCAP Form 109, Notice of Eligibility, including the Eligibility Effective Date along with HCAP Form 110, the MAP Identification Card.

All active cases will be reviewed every 6 months as determined by the Eligibility Supervisor.

## Termination of Coverage

### Expiration of Coverage:

All active clients are given MAP coverage for a specified length of time and will be notified by mail **two weeks** before their MAP benefits will expire. Coverage will terminate at the end of the specified length of time unless the client chooses to re-apply for coverage.

### Termination:

In certain circumstances, a client may have their benefits revoked before their coverage period expires. Clients will be notified by mail or phone

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two weeks before their MAP benefits will terminate, along with the explanation for termination. Coverage will terminate on the date listed on HCAP Form 117, Notice on Ineligibility.

Note: Clients who are found to have proof of another source of healthcare coverage will be terminated on the day that the other payor source was identified.

## ***DENIAL DECISION DISPUTES***

### **Responses Regarding a Denial Decision**

If a denial decision is disputed by the household, the following may occur:

- The household may submit another application to have their eligibility re-determined,
- The household may appeal the denial, or
- The hospital district may choose to re-open a denied application or in certain situations override earlier determinations based on new information.

### **The Household/Client Appeal Process**

- The Household/Client may appeal any eligibility decision by signing the bottom of HCAP Form 117, Notice of Ineligibility within 30 days from the date of denial.
- District will have 14 days from the date HCAP Form 117 was received in the MAP eligibility office with the appropriate signature to respond to the client to let them know that MCHD received their appeal. At this time, the client will be notified as to the next step in the appeal process either:
  1. An appeal hearing is not necessary as a mistake has been made on MCHD's behalf. MCHD and the client will take the appropriate steps required to remedy the situation, or
  2. An appeal hearing is necessary and the Hearing Officer or appointee will schedule a date and time for the appeal hearing.

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DENIAL DECISION DISPUTES

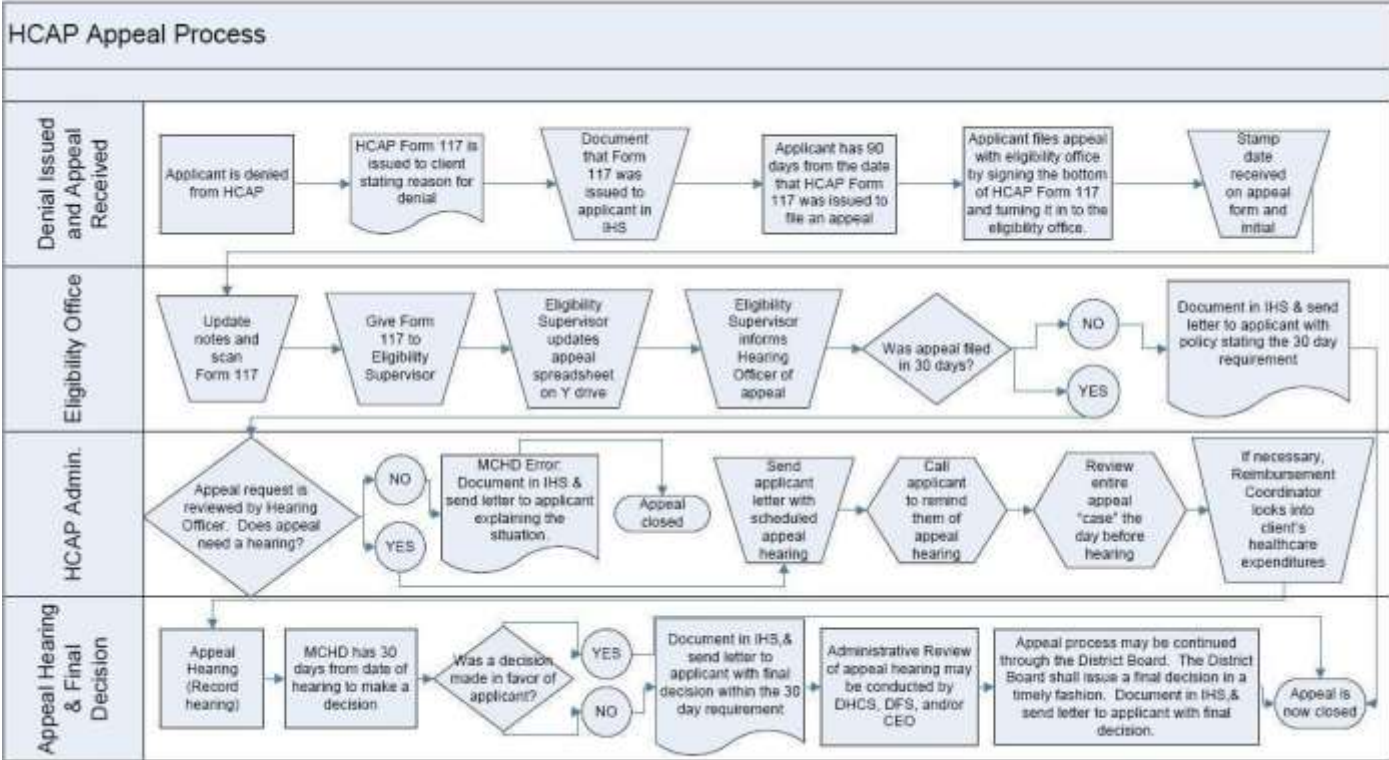
The decision as to whether or not an appeal is necessary is decided upon by the Hearing Officer after reviewing the case.

Anytime during the 14-day determination period further information may be requested from the client by The District.

- The District will have 30 days in which to schedule the appeal hearing.
- Should a client choose not to attend their scheduled appeal hearing, leave a hearing, or become disruptive during a hearing, the case will be dropped and the appeal denied.
- MCHD calls the client to remind the client of appeal hearing.
- After the date of the appeal hearing, the District will have 30 days in which to make a decision. The client will be notified of the District's decision in writing.
- An Administrative Review of the appeal hearing can be conducted through the Chief Operating Officer, Chief Financial Officer, and/or the Chief Executive Officer.
- The Appeal process may be continued through the District Board.
- The District Board shall issue a final decision in a timely fashion.

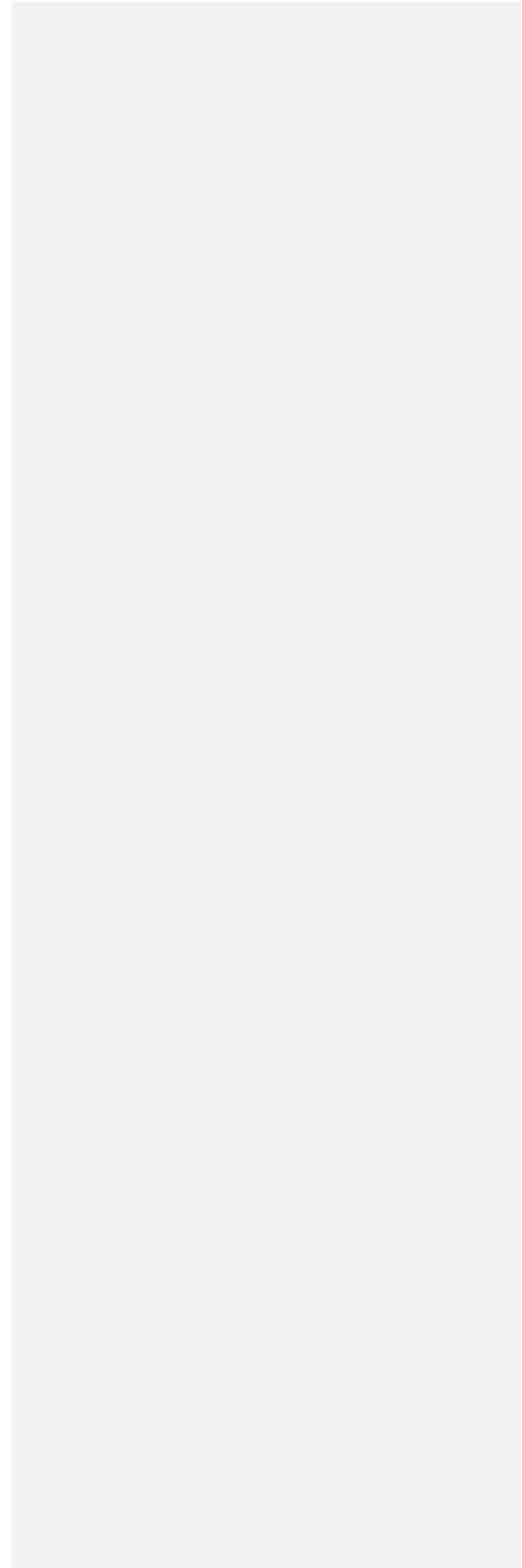
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MAP Appeal Process Flowchart



Note: At any time it is very important to update IHS with notes regarding the appeal process and to scan in all documents that are important to the appeal "case".

# **SECTION FOUR SERVICE DELIVERY**



## ***SERVICE DELIVERY***

### **General Principles**

- MCHD shall provide or arrange for the basic health care services established by TDSHS or less restrictive health care services.
  - The basic health care services are:
    - Physician services
    - Annual physical examinations
    - Immunizations
    - Medical screening services
      - Blood pressure
      - Blood sugar
      - Cholesterol screening
    - Laboratory and x-ray services
    - Family planning services
    - Skilled nursing facility services
    - Prescription drugs
    - Rural health clinic services
    - Inpatient hospital services
    - Outpatient hospital services
- In addition to providing basic health care services, MCHD may provide other extended health care services that the hospital district determines to be cost-effective.



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- The extended health care services are:
  - Advanced practice nurse services provided by
    - Nurse practitioner services (ANP)
    - Clinical nurse specialist (CNS)
    - Certified nurse midwife (CNM)
    - Certified registered nurse anesthetist (CRNA)
  - Ambulatory surgical center (freestanding) services
  - Bi-level Positive Airway Pressure (BIPAP) therapy
  - Catastrophic Oncology Services
  - Mental Health - Counseling services provided by:
    - Licensed clinical social worker (LCSW )
    - Licensed marriage family therapist (LMFT)
    - Licensed professional counselor (LPC)
    - Ph.D. psychologist
  - Colostomy medical supplies and equipment
  - Diabetic medical supplies and equipment
  - Durable medical equipment (DME)
  - Emergency medical services (EMS)
  - Federally qualified health center services (FQHC)
  - Health and Wellness Services
  - Home and community health care services (in special circumstances with authorization)
  - Occupational Therapy Services
  - Physician assistant services (PA)
  - Physical Therapy Services

SECTION FOUR  
SERVICE DELIVERY

- Other medically necessary services or supplies that the Montgomery County Hospital District determines to be cost effective.
- Services and supplies must be usual, customary, and reasonable as well as medically necessary for diagnosis and treatment of an illness or injury.
- A hospital district may:
  - Arrange for health care services through local health departments, other public health care facilities, private providers, or insurance companies regardless of the provider's location;
  - Arrange to provide health care services through the purchase of insurance for eligible residents;
  - Affiliate with other governmental entities, public hospitals, or hospital districts for administration and delivery of health care services.
  - Use out-of-county providers.
- As prescribed by Chapter 61, Health and Safety Code, a hospital district shall provide health care assistance to each eligible resident in its service area who meets:
  - The basic income and resources requirements established by the department under Sections 61.006 and 61.008 and in effect when the assistance is requested; or
  - A less restrictive income and resources standard by the hospital district serving the area in which the person resides.
- The maximum Hospital District liability for each fiscal year for health care services provided by all assistance providers, including hospital and skilled nursing facility (SNF), to each MAP client is, excluding Oncology clients:
  1. \$60,000; or
  2. the payment of 30 days of hospitalization or treatment in a SNF, or both, or \$60,000, whichever occurs first.

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a. 30 days of hospitalization refers to inpatient hospitalization.

- The maximum Hospital District liability for each fiscal year for Mental Health – Counseling services provided by all assistance providers, including hospital, to each MCICP client is:
  1. \$20,000;
- The Montgomery County Hospital District is the payor of last resort and shall provide assistance only if other adequate public or private sources of payment are not available. In addition, MCHD is not secondary to any insurance benefits or exhausted benefits.
- For claim payment to be considered, a claim should be received:
  1. Within 95 days from the approval date for services provided before the household was approved or
  2. Within 95 days from the date of service for services provided after the approval date.
- The payment standard is determined by the date the claim is paid.
- MCHD MAP mandated providers must provide services and supplies.
- Montgomery County Hospital District's EMS must provide all EMS services.
  - Upon request for EMS the provider must identify the patient as an MAP client to the EMS Dispatch center.
- Any exception requires MCHD MAP approval for each service, supply, or expense.
- Co-payments:

Pursuant to Chapter 61 of the Texas Health and Safety Code, the District recognizes that it may request contribution toward cost of assistance.

Households/clients within the 21-150% of the Federal Poverty Income Limit are requested to contribute \$5 towards their healthcare.

**Services for which co-payments are requested:**

- Diabetic training
- EMS transports
- ED visits
- Hyperbaric Services
- Physical therapies
  - OT
  - PT ○
  - ST
- Primary care visits
- Specialty care visits

**Basic and Extended Health Care Services do not Include Services and Supplies that:**

- Are provided to a patient before or after the time period the patient is eligible for the MCHD Medical Assistance Plan;
- Are payable by or available under any health, accident, or other insurance coverage; by any private or governmental benefit system; by any legally liable third party, or under other contract;
- Are provided by military medical facilities, Veterans Administration facilities, or United States public health service hospitals;
- Are related to any condition covered under the worker's compensation laws or any other payor source.

## ***BASIC HEALTH CARE SERVICES***

*MCHD-established Basic Health Care Services:*

- **Annual Physical Examinations**
- **Family Planning Services**
- **Immunizations**
- **Inpatient Hospital Services**
- **Laboratory and X-Ray Services**
- **Medical Screening Services**
- **Outpatient Hospital Services**
- **Physician Services**
- **Prescription Drugs**
- **Rural Health Clinic Services**
- **Skilled Nursing Facility Services**

### **Annual Physical Examinations**

These are examinations provided once per client per calendar year by a Texas licensed physician or midlevel practitioner.

Associated testing, such as mammograms, can be covered with a physician's referral.

These services may also be provided by an Advanced Practice Nurse (APN) if they are within the scope of practice of the APN in accordance with the standards established by the Board of Nurse Examiners.

### **Family Planning Services**

These preventive health care services assist an individual in controlling fertility and achieving optimal reproductive and general health.

Other Montgomery County entities provide family planning services at little or no charge; therefore, the district reserves the right to redirect clients to utilize their services.

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SERVICE DELIVERY  
BASIC HEALTHCARE SERVICES

- Charges to clients are based on a sliding fee scale according to family income and size. No client is refused service due to his or her inability to pay.

### **Immunizations**

These are given when appropriate. A client must have a current prescription from a physician for the immunization. Immunizations covered are those that MCHD is able to administer in its offices. In the event an immunization is prescribed that MCHD is unable to administer, the immunization must be pre-authorized by MCHD staff.

### **Inpatient Hospital Services**

Inpatient hospital services must be medically necessary and be:

- Provided in an acute care hospital that is JCAHO and TDH compliant,
- Provided to hospital inpatients,
- Provided under the direction of a Texas licensed physician in good standing, and
- Provided for the medical care and treatment of patients.

The date of service for an inpatient hospital claim is the discharge date.

### **Laboratory and X-Ray Services**

These are professional and technical laboratory and radiological services ordered and provided by, or under the direction of, a Texas licensed physician in an office or a similar facility other than a hospital outpatient department or clinic.

### **Medical Screening Services**

These health care services include blood pressure, blood sugar, and cholesterol screening

### Outpatient Hospital Services

Outpatient hospital services must be medically necessary and be:

- Provided in an acute care hospital or hospital-based ambulatory surgical center (HASC),
- Provided to hospital outpatients,
- Provided by or under the direction of a Texas licensed physician in good standing, and
- Diagnostic, therapeutic, or rehabilitative.

### Physician Services

Physician services include services ordered and performed by a physician that are within the scope of practice of their profession as defined by Texas state law. Physician services must be provided in the doctor's office, the patient's home, a hospital, a skilled nursing facility, or elsewhere.

In addition, the anesthesia procedures in the chart below may be payable.

CPT Codes and Descriptions only are Copyright 2004 American Medical Association All Rights Reserved

TOS	CPT Code	Description
1	99100	Anesthesia for patient of extreme age, under one year or over 70. (List separately in addition to code for primary anesthesia procedure.)
1	99116	Anesthesia complicated by utilization of total body hypothermia. (List separately in addition to code for primary anesthesia procedure.)
1	99135	Anesthesia complicated by utilization of controlled hypotension. (List separately in addition to code for primary anesthesia procedure.)
1	99140	Anesthesia complicated by emergency conditions (specify). (List separately in addition to code for primary anesthesia procedure.) An emergency is defined as existing when delay in treatment of the patient would lead to a significant increase in the threat to life or body part.

## Prescription Drugs

This service includes up to three prescription drugs per month. New and refilled prescriptions count equally toward this three prescription drugs per month total. Drugs must be prescribed from the MCHD HCAP Formulary, by a Texas licensed physician or other practitioner within the scope of practice under law.

The quantity of drugs prescribed depends on the prescribing practice of the physician and the needs of the patient. However, each prescription is limited to a 30-day supply and dispensing only.

The MCHD HCAP Formulary may be found in Appendix VII.

The MCICP co-payment for the monthly three covered formulary medications on both generic and brand name drugs, is zero.

Over the counter Aspirin will be covered without a co-payment up to a quantity limit of 500 per year.

Asthma Chambers- Active clients with a diagnosis of Asthma or COPD will be allowed under the RX program to have 1 asthma chamber per year per active client and will not count against the 3 per month prescription limit.

## Rural Health Clinic (RHC) Services

RHC services must be provided in a freestanding or hospital-based rural health clinic and provided by a physician, a physician assistant, an advanced practice nurse (including a nurse practitioner, a clinical nurse specialist, and a certified nurse midwife), or a visiting nurse.



### **Skilled Nursing Facility Services**

Services must be:

- Medically necessary,
- Ordered by a Texas licensed physician in good standing, and
- Provided in a skilled nursing facility that provides daily services on an inpatient basis.

### ***EXTENDED HEALTH CARE SERVICES***

- **Advanced Practice Nurse Services**
- **Ambulatory Surgical Center (Freestanding) Services**
- **Bi-level Positive Airway Pressure (BIPAP) Therapy**
- **Catastrophic Oncology Services**
- **Colostomy Medical Supplies and Equipment**
- **Mental Health - Counseling services provided by:**
  - **Licensed clinical social worker (LCSW)**
  - **Licensed marriage family therapist (LMFT)**
  - **Licensed professional counselor (LPC)**
  - **Ph.D. psychologist**
- **Diabetic Medical Supplies and Equipment**
- **Durable Medical Equipment**
- **Emergency Medical Services**
- **FQHC (Federally Qualified Health Center) Services**
- **Health and Wellness Services**
- **Home Health Care Services**
- **Occupational Therapy Services**
- **Physician Assistant Services**
- **Physical Therapy Services**
- **Other medically necessary services or supplies**

#### **Advanced Practice Nurse (APN) Services**

An APN must be licensed as a registered nurse (RN) within the categories of practice, specifically, a nurse practitioner, a clinical nurse specialist, a certified nurse midwife (CNM), and a certified registered nurse anesthetist (CRNA), as determined by the Board of Nurse Examiners. APN services must be medically necessary, provided within the scope of practice of the APN, and covered in the Texas Medicaid Program.

#### **Ambulatory Surgical Center (ASC) Services**

These services must be provided in a freestanding ASC, and are limited to items and services provided in reference to an ambulatory surgical procedure. A freestanding ASC service should be billed as one inclusive charge on a HCFA-1500, using the TOS "F."

**Bi-level Positive Airway Pressure (BIPAP)**

Bi-pap therapy must be deemed as medically necessary before treatment is initiated.

**Catastrophic Oncology Services**

Benefits for Oncology clients will not automatically terminate once maximum hospital district liability has been met. Once an Oncology client reaches maximum hospital liability, the Oncology provider will be required to submit a projected care plan to the MAP third party administrator to consider continuation of benefits. If the third party administrator confirms the costs and medical appropriateness of the care plan, the Chief Operating Officer, Chief Financial Officer, or Chief Executive Officer will review the case and consider continuation of benefits based on funds budgeted. The funds budgeted are based on the projected earnings of the Catastrophic Reserve Fund. If insufficient funding is available to continue benefits, the Chief Operating Officer, Chief Financial Officer, or Chief Executive Officer will petition the District Board for additional funding. If the funding is not available, the client will be referred to an alternate provider and the hospital district will no longer be responsible for providing health care benefits.

**Colostomy Medical Supplies and Equipment:**

These supplies and equipment must be medically necessary and prescribed by a Texas licensed physician, PA, or an APN in good standing, within the scope of their practice in accordance with the standards established by their regulatory authority.

The hospital district requires the supplier to receive prior authorization.

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EXTENDED HEALTH CARE SERVICES

Items covered are:

- Cleansing irrigation kits, colostomy bags/pouches, paste or powder, and skin barriers with flange (wafers).

**Colostomy Medical Supplies and Equipment:**

Description
Ostomy irrigation supply bag
Ostomy irrigation set
Ostomy closed pouch w att. st. barrier
Ostomy rings
Adhesive for ostomy, liquid, cement, powder, or paste
Skin barrier with flange (solid, flexible, or accordion), any size/wafer

**Mental Health - Counseling Services:**

Mental health counseling and inpatient services will be available for International Classification of Diseases, Ninth Revision mental illnesses beginning with 290.0 – 316 for psychoses, neurotic disorders, personality disorders, and other nonpsychotic mental disorders.

Inpatient services are provided to those who need 24-hour professional monitoring, supervision and assistance in an environment designed to provide safety and security during acute psychiatric crisis.

Inpatient and outpatient psychiatric services: psychotherapy services must be medically necessary; based on a physician referral; and provided by a licensed psychiatrist (MD) or licensed clinical social worker (LCSW, previously known as LMSW-ACP), a licensed marriage family therapist (LMFT), licensed professional counselor (LPC), or a Ph.D. psychologist. These services may also be provided based on an APN referral if the referral is within the scope of their practice.

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SERVICE DELIVERY  
EXTENDED HEALTH CARE SERVICES

The hospital district requires prior authorization for all mental health (inpatient and outpatient) counseling services.

- All Inpatient Admissions including Residential Care Inpatient Admissions
- All hospital or facility day treatment admissions
- All multiple (more than one) counseling sessions per week
- All multiple hour counseling sessions

Services provided by a physician or therapist for one counseling session (or less) per week, for medication checks, CSU services, and Lab work do not require pre-certification for payment

**Diabetic Medical Supplies and Equipment:**

These supplies and equipment must be medically necessary and prescribed by a Texas licensed physician, PA, or an APN within the scope of their practice in accordance with the standards established by their regulatory authority.

The hospital district requires the supplier to receive prior authorization.  
Items covered are:

- Test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and needles required for the humulin pens.
- Insulin syringes, humulin pens, and the needles required for humulin pens are dispensed with a National Dispensing Code (NDC) number and are paid as prescription drugs; they do not count toward the three prescription drugs per month limitation. Insulin and humulin pen refills are prescription drugs (not optional services) and count toward the three prescription drugs per month limitation.

**Diabetic Medical Supplies and Equipment:**

Description
Urine test or reagent strips or tablets, 100 tablets or strips
Blood glucose test or reagent test strips for home blood glucose monitors, 50 strips

Dextrostick or glucose test strips, per box
Protein reagent strips, per box of 50
Glucose tablets, 6 per box
Glucose gel/react gel, 3 dose pack
Home glucose monitor kit
Alcohol wipes, per box
Spring-powered device for lancet, each
Lancets, per box of 100

**Durable Medical Equipment:**

This equipment must be medically necessary and provided under a written, signed, and dated physician's prescription. A Pa or an APN may also prescribe these supplies and equipment if this is within the scope of their practice in accordance with the standards established by their regulatory authority.

The hospital district requires the supplier to receive prior authorization. Items can be rented or purchased, whichever is the least costly or most efficient.

SECTION FOUR  
SERVICE DELIVERY  
EXTENDED HEALTH CARE SERVICES

Items covered with MCHD authorization are:

- Appliances for measuring blood pressure that are reasonable and appropriate, canes, crutches, home oxygen equipment (including masks, oxygen hose, and nebulizers), standard wheelchairs, and walkers that are reasonable and appropriate

**Durable Medical Equipment:**

Description
Digital blood pressure & pulse monitor
Oxygen, gaseous, per cubic ft
Oxygen contents, liq. Per lb
Oxygen contents, liq. Per 100 lbs
Tubing (oxygen), per foot
Mouth Piece
Variable concentration mask
Disposable kit (pipe style)
Disposable kit (mask style)
Mask w/ headgear
6' tubing
Filters
Cane with tip [New]
Cane with tip [Monthly Rental]
Cane, quad or 3 prong, with tips [New]
Cane, quad or 3 prong, with tips [Monthly Rental]
Crutches, underarm, wood, pair with pads, tips, handgrips [New]
Crutches, underarm, wood, pair with pads, tips, handgrips [Monthly Rental]
Crutch, underarm, wood, each with pad, tip, handgrip

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Crutch, underarm, wood, each with pad, tip, handgrip [Monthly Report]
Walker, folding (pickup) adjustable or fixed height [New]
Walker, folding (pickup) adjustable or fixed height [Monthly Rental]
Walker, folding with wheels
Portable oxygen [Rental] Includes:
regulator, cart and (2) tanks per month
Nebulizer, with compressor [New]
Nebulizer, durable, glass or autoclavable plastic, bottle [New]
Nebulizer, durable, glass or autoclavable plastic, bottle [Monthly Rental]
Wheelchair, standard [New]
Wheelchair, standard [Monthly Rental]
Oxygen Concentrator, Capable of delivering 85% or > Oxygen Concentration at Prescribed Flow Rate [Monthly Rental]
Standard wheelchair
Lightweight wheelchair
Ultra lightweight wheelchair
Elevating leg rests, pair
Continuous positive airway pressure (CPAP) device [monthly rental up to purchase]
Orthopedic braces [monthly rental up to purchase]
Wound care supplies



### **Emergency Medical Services:**

Emergency Medical Services (EMS) services are ground ambulance transport services. When the client's condition is life-threatening and requires the use of special equipment, life support systems, and close monitoring by trained attendants while en route to the nearest appropriate (mandated) facility, ground transport is an emergency service.

The hospital district requires the clients to use MCHD EMS services only. EMS Dispatch must be notified by provider that the patient is a MCHD MAP Client at time of request.

### **Federally Qualified Health Center (FQHC) Services:**

These services must be provided in an approved FQHC by a Texas licensed physician, a physician's assistant, or an advanced practice nurse, a clinical psychologist, or a clinical social worker.

### **Health and Wellness Services**

All MAP clients will participate in a Health Risk Assessment (HRA) annually while enrolled in the plan. Results of the HRA will be reviewed by and with a medical provider and clients will be assigned a HCAP Case Manager and a primary care medical home to aid in disease prevention, disease management, health education, and care coordination.

Compliance with this service will be mandatory for continued participation in the MAP.

### **Home Health Care Services**

These services must be medically necessary and provided under a written, signed, and dated physician's prescription. A Pa or an APN may also prescribe these services if this is within the scope of their practice in

SECTION FOUR  
SERVICE DELIVERY  
EXTENDED HEALTH CARE SERVICES

accordance with the standards established by their regulatory authority.

The hospital district requires the provider to receive prior authorization.

**Occupational Therapy Services:**

These services must be medically necessary and may be covered if provided in a physician's office, a therapist's office, in an outpatient rehabilitation or free-standing rehabilitation facility, or in a licensed hospital. Services must be within the provider's scope of practice, as defined by Occupations Code, Chapter 454.

The hospital district requires the provider to receive prior authorization.

**Physician Assistant (PA) Services:**

These services must be medically necessary and provided by a PA under the supervision of a Texas licensed physician and billed by and paid to the supervising physician.

**Physical Therapy Services:**

These services must be medically necessary and may be covered if provided in a physician's office, a therapist's office, in an outpatient rehabilitation or free-standing rehabilitation facility, or in a licensed hospital. Services must be within the provider's scope of practice, as defined by Occupations Code, Chapter 453.

The hospital district requires the provider to receive prior authorization.

### ***EXCLUSIONS AND LIMITATIONS***

**The Following Services, Supplies, and Expenses are not MCHD MAP Benefits:**

- Abortions; unless the attending physician certifies in writing that, in his professional judgment, the mother's life is endangered if the fetus were carried to term or unless the attending physician certifies in writing that the pregnancy is related to rape or incest;
- Acupuncture or Acupressure
- Air conditioners, humidifiers and purifiers, swimming pools, hot tubs, or waterbeds, whether or not prescribed by a physician;
- Air Medical Transport;
- Ambulation aids unless they are authorized by MCHD;
- Autopsies;
- Charges exceeding the specified limit per client in the Plan;
  - The maximum Hospital District liability for each fiscal year for health care services provided by all assistance providers, including hospital and skilled nursing facility (SNF), to each MAP client is:
    - \$60,000; or
    - the payment of 30 days of hospitalization or treatment in a SNF, or both, or \$60,000, whichever occurs first.
    - 30 days of hospitalization refers to inpatient hospitalization.
  - The maximum Hospital District liability for each fiscal year for Mental Health – Counseling services provided by all assistance providers, including hospital, to each MCICP client is:
    - \$20,000;
- Charges made by a nurse for services which can be performed by a person who does not have the skill and training of a nurse;
- Chiropractors;

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EXCLUSIONS AND LIMITATIONS

- Cosmetic (plastic) surgery to improve appearance, rather than to correct a functional disorder; here, functional disorders do not include mental or emotional distress related to a physical condition. All cosmetic surgeries require MCHD authorization;
- Cryotherapy machine for home use;
- Custodial care;
- Dental care; except for reduction of a jaw fracture or treatment of an oral infection when a physician determines that a life-threatening situation exists and refers the patient to a dentist;
- Dentures;
- Drugs, which are:
  - Not approved for sale in the United States, or
  - Over-the-counter drugs (except with MCHD authorization)
  - Outpatient prescription drugs not purchased through the prescription drug program, or
  - Not approved by the Food and Drug Administration (FDA), or
  - Dosages that exceed the FDA approval, or
  - Approved by the FDA but used for conditions other than those indicated by the manufacturer;
- Durable medical equipment supplies unless they are authorized by MCHD;
- Exercising equipment (even if prescribed by a physician), vibratory equipment, swimming or therapy pools, hypnotherapy, massage therapy, recreational therapy, enrollment in health or athletic clubs;
- Experimental or research programs;
- Family planning services are not payable if other entities exist to provide these services in Montgomery County;
- For care or treatment furnished by:

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EXCLUSIONS AND LIMITATIONS

- Christian Science Practitioner
- Homeopath
- Marriage, Family, Child Counselor (MFCC)
- Naturopath.
- Genetic counseling or testing;
- Hearing aids;
- Hormonal disorders, male or female;
- Hospice Care
- Hospital admission for diagnostic or evaluation procedures unless the test could not be performed on an outpatient basis without adversely affecting the health of the patient;
- Hospital beds;
- Hospital room and board charges for admission the night before surgery unless it is medically necessary;
- Hysterectomies performed solely to accomplish sterilization:
  - A hysterectomy shall only be performed for other medically necessary reasons,
    - The patient shall be informed that the hysterectomy will render the patient unable to bear children.
    - A hysterectomy may be covered in an emergent situation if it is clearly documented on the medical record.
      - An emergency exists if the situation is a life-threatening emergency; or the patient has severe vaginal bleeding uncontrollable by other medical or surgical means; or the patient is comatose, semi-comatose, or under anesthesia;
- Immunizations and vaccines except with MCHD authorization;
  - Pneumovaccine shots for appropriate high risk clients and flu shots once a year may be covered
  - Other immunizations covered are those that can be administered by MCHD staff. A current prescription from a physician is required for immunizations given by MCHD staff.

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- Infertility, infertility studies, invitro fertilization or embryo transfer, artificial insemination, or any surgical procedure for the inducement of pregnancy;
- Legal services;
- Marriage counseling, or family counseling when there is not an identified patient;
- Medical services, supplies, or expenses as a result of a motor vehicle accident or assault unless MCHD MAP is the payor last resort ;
- More than one physical exam per year per **active** client;
- Obstetrical Care, except with MCHD Administration authorization;
- Other CPT codes with zero payment or those not allowed by county indigent guidelines;
- Outpatient psychiatric services (Counseling) that exceed 30 visits during a fiscal year unless the hospital district chooses to exceed this limit upon hospital district review of an individual's case record.
- Parenteral hyperalimentation therapy as an outpatient hospital service unless the service is considered medically necessary to sustain life. Coverage does not extend to hyperalimentation administered as a nutritional supplement;
- Podiatric care unless the service is covered as a physician service when provided by a licensed physician;
- Private inpatient hospital room except when:
  - A critical or contagious illness exists that results in disturbance to other patients and is documented as such,
  - It is documented that no other rooms are available for an emergency admission, or
  - The hospital only has private rooms.
- Prosthetic or orthotic devices, except under MAP Administration authorization;

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- Recreational therapy;
- Routine circumcision if the patient is more than three days old unless it is medically necessary. Circumcision is covered during the first three days of his newborn's life;
- Separate payments for services and supplies to an institution that receives a vendor payment or has a reimbursement formula that includes the services and supplies as a part of institutional care;
- Services or supplies furnished for the purpose of breaking a "habit", including but not limited to overeating, smoking, thumb sucking;
- Services or supplies provided in connection with cosmetic surgery unless they are authorized for specific purposes by the hospital district or its designee before the services or supplies are received and are:
  - Required for the prompt repair of an accidental injury
  - Required for improvement of the functioning of a malformed body member
- Services provided by an immediate relative or household member;
- Services provided outside of the United States;
- Services rendered as a result of (or due to complications resulting from) any surgery, services, treatments or supplier specifically excluded from coverage under this handbook;
- Sex change and/or treatment for transsexual purposed or treatment for sexual dysfunctions of inadequacy which includes implants and drug therapy;
- Sex therapy, hypnotics training (including hypnosis), any behavior modification therapy including biofeedback, education testing and therapy (including therapy intended to improve motor skill development delays) or social services;
- Social and educational counseling;
- Spinograph or thermograph;
- Surgical procedures to reverse sterilization;

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- Take-home items and drugs or non-prescribed drugs;
- Transplants, including Bone Marrow;
- Treatment of flat foot (flexible pes planus) conditions and the prescription of supportive devices (including special shoes), the treatment of subluxations of the foot and routine foot care more than once every six months, including the cutting or removal of corns, warts, or calluses, the trimming of nails, and other routine hygienic care
- Treatment of obesity and/or for weight reduction services or supplies (including weight loss programs);
- Vision Care, including eyeglasses, contacts, and glass eyes;
  - Except, every 12 month's one **diabetic** eye examination only may be covered.
- Vocational evaluation, rehabilitation or retraining;
- Voluntary self-inflicted injuries or attempted voluntary self-destruction while sane or insane;
- Whole blood or packed red cells available at not cost to patient.

Conflicts In Other Agreements:

The provisions set forth in this Handbook shall be subject to and superseded by any contrary and/or conflicting provisions in any contract or agreement approved by the District's Board of Directors. To the extent of such conflict, the provisions in such contract or agreement shall control, taking precedence over any conflicting provisions contained in this Handbook.



## ***SERVICE DELIVERY DISPUTES***

### **Appeals of Adverse Benefits Determinations**

All claims and questions regarding health claims should be directed to the Third Party Administrator. MCHD shall be ultimately and finally responsible for adjudicating such claims and for providing full and fair review of the decision on such claims in accordance with the following provisions. Benefits under the Plan will be paid only if MCHD decides in its discretion that the Provider is entitled to them under the applicable Plan rules and regulations in effect at the time services were rendered. The responsibility to process claims in accordance with the Handbook may be delegated to the Third Party Administrator; provided, however, that the Third Party Administrator is not a fiduciary or trustee of the Plan and does not have the authority to make decisions involving the use of discretion.

Each Provider claiming benefits under the Plan shall be responsible for supplying, at such times and in such manner as MCHD in its sole discretion may require, written proof that the expenses were incurred or that the benefit is covered under the Plan. If MCHD in its sole discretion shall determine that the Provider has not Incurred a Covered Expense, provided a Covered Service, or that the benefit is not covered under the Plan, or if the Provider shall fail to furnish such proof as is requested, no benefits shall be payable under the Plan.

NOTE: PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 271.154, THE EXHAUSTION OF THE FOLLOWING APPEAL PROCEDURES SHALL BE A PRECONDITION TO THE INSTITUTION OF LITIGATION AGAINST MCHD FOR PAYMENT OF A CLAIM ARISING FROM PROVIDER'S PROVISION OF SERVICES TO A MCHD HCAP CLIENT. ANY SUIT FILED PRIOR TO THE EXHAUSTION OF THE FOLLOWING APPEAL PROCEDURES SHALL BE SUBJECT TO ABATEMENT UNTIL SUCH APPEAL PROCEDURES HAVE BEEN EXHAUSTED.

#### ***Full and Fair Review of All Claims***

In cases where a claim for benefits is denied, in whole or in part, and the Provider believes the claim has been denied wrongly, the Provider may appeal the denial and review pertinent documents, including the Covered Services and fee schedules pertaining to such Covered Services. The claims procedures of this Plan afford a Provider with a reasonable opportunity for a full and fair review of a claim and adverse benefit determination. More specifically, the Plan provides:

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1. Provider at least 95 days following receipt of a notification of an initial adverse benefit determination within which to appeal the determination and 60 days to appeal a second adverse benefit determination;
2. Provider the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits;
3. For an independent review that does not afford deference to the previous adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan, who shall be neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;
4. For a review that takes into account all comments, documents, records, and other information submitted by the Provider relating to the claim, without regard to whether such information was submitted or considered in any prior benefit determination;
5. That, in deciding an appeal of any adverse benefit determination that is based in whole or in part upon a medical judgment, the Plan fiduciary shall consult with one or more health care professionals who have appropriate training and experience in the field of medicine involved in the medical judgment, and who are neither individuals who were consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinates of any such individual;
6. For the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claim, even if the Plan did not rely upon their advice; and
7. That a Provider will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Provider's claim for benefits to the extent such records are in possession of the MCHD or the Third Party Administrator; information regarding any voluntary appeals procedures offered by the Plan; any internal rule, guideline, protocol or other similar criterion relied upon in making the adverse determination; and an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Client's medical circumstances.

## First Appeal Level

### Requirements for First Appeal

The Provider must file the first appeal in writing within 95 days following receipt of the notice of an adverse benefit determination. Otherwise the initial determination stands as the final determination and is not appealable. To file an appeal, the Provider's appeal must be addressed as follows and either emailed or faxed as follows:

### Claims Appeal

**HCAPbillpay@mchd-tx.org**

**Fax Number: 936-523-5137**

It shall be the responsibility of the Provider to submit proof that the claim for benefits is covered and payable under the provisions of the Plan. Any appeal must include the following information:

1. The name of the Client/Provider;
2. The Client's social security number (Billing ID);
3. The Client's HCAP #;
4. All facts and theories supporting the claim for benefits. Failure to include any theories or facts in the appeal will result in their being deemed waived. In other words, the Provider will lose the right to raise factual arguments and theories, which support this claim if the Provider fails to include them in the appeal;
5. A statement in clear and concise terms of the reason or reasons for disagreement with the handling of the claim; and
6. Any material or information that the Provider has which indicates that the Provider is entitled to benefits under the Plan.

If the Provider provides all of the required information, it will facilitate a prompt decision on whether Provider's claim will be eligible for payment under the Plan.

**Timing of Notification of Benefit Determination on First Appeal**

MCHD shall notify the Provider of the Plan's benefit determination on review within the following timeframes:

***Pre-service Non-urgent Care Claims***

Within a reasonable period of time appropriate to the medical circumstances, but not later than 15 business days after receipt of the appeal

**Concurrent Care Claims**

The response will be made in the appropriate time period based upon the type of claim – Pre-service Non-urgent or Post-service.

**Post-service Claims**

Within a reasonable period of time, but not later than 30 days after receipt of the appeal

**Calculating Time Periods**

The period of time within which the Plan's determination is required to be made shall begin at the time an appeal is filed in accordance with the procedures of this Plan, with all information necessary to make the determination accompanying the filing.

**Manner and Content of Notification of Adverse Benefit Determination on First Appeal.**

MCHD may provide a Provider with notification, in writing or electronically, of a Plan's adverse benefit determination on review, setting forth:

1. The specific reason or reasons for the denial;
2. Reference to the specific portion(s) of the Handbook and/ or Provider Agreements on which the denial is based;
3. A description of the Plan's review procedures and the time limits applicable to the procedures for further appeal; and
4. The following statement: "You and your Provider Agreement may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what additional recourse may be available is to contact MCHD."

**Furnishing Documents in the Event of an Adverse Determination.** In the case of an adverse benefit determination on review, MCHD may provide such access to, and copies of, documents, records, and other information used in making the determination of the section relating to "Manner and Content of Notification of Adverse Benefit Determination on First Appeal" as appropriate under the particular circumstances.

## Second Appeal Level

### **Adverse Decision on First Appeal; Requirements for Second Appeal**

Upon receipt of notice of the Plan's adverse decision regarding the first appeal, the Provider has an additional 60 days to file a second appeal of the denial of benefits. The Provider again is entitled to a "full and fair review" of any denial made at the first appeal, which means the Provider has the same rights during the second appeal as he or she had during the first appeal. As with the first appeal, the Provider's second appeal must be in writing and must include all of the items and information set forth in the section entitled "Requirements for First Appeal" And shall additionally include a brief statement setting forth the Provider's rationale as to why the initial appeal decision was in error

### **Timing of Notification of Benefit Determination on Second Appeal**

MCHD shall notify the Provider of the Plan's benefit determination following the second appeal within the following timeframes:

#### **Pre-service Non-urgent Care Claims**

Within a reasonable period of time appropriate to the medical circumstances, but not later than 15 business days after receipt of the second appeal.

#### **Concurrent Care Claims**

The response will be made in the appropriate time period based upon the type of claim – Pre-service Urgent, Pre-service Non-urgent or Post-service.

#### **Post-service Claims**

Within a reasonable period of time, but not later than 30 days after receipt of the second appeal.

#### **Calculating Time Periods**

The period of time within which the Plan's determination is required to be made shall begin at the time the second appeal is filed in accordance with the procedures of this Plan, with all information necessary to make the determination accompanying the filing.

### **Manner and Content of Notification of Adverse Benefit Determination on Second Appeal**

The same information must be included in the Plan's response to a second appeal as a first appeal, except for (i) a description of any additional information necessary for the Provider to perfect the claim and an explanation of why such information is needed; and (ii) a description of the Plan's review procedures and the time limits applicable to the procedures. See the section entitled "Manner and Content of Notification of Adverse Benefit Determination on First Appeal."

**Furnishing Documents in the Event of an Adverse Determination** In the case of an adverse benefit determination on the second appeal, MCHD may provide such access to, and copies of, documents, records, and other information used in making the determination of the section relating to "Manner and Content of Notification of Adverse Benefit Determination on First Appeal" as is appropriate, including its determinations pertaining to Provider's assertions and basis for believing the initial appeal decision was in error.

**Decision on Second Appeal to be Final**

If, for any reason, the Provider does not receive a written response to the appeal within the appropriate time period set forth above, the Provider may assume that the appeal has been denied. The decision by the MCHD or other appropriate named fiduciary of the Plan on review will be final, binding and conclusive and will be afforded the maximum deference permitted by law. All claim review procedures provided for in the Plan must be exhausted before any legal action is brought. Any legal action for the recovery of any benefits must be commenced within one-year after the Plan's claim review procedures have been exhausted or legal statute.

**Appointment of Authorized Representative**

A Provider is permitted to appoint an authorized representative to act on his behalf with respect to a benefit claim or appeal of a denial. To appoint such a representative, the Provider must complete a form, which can be obtained from MCHD or the Third Party Administrator. In the event a Provider designates an authorized representative, all future communications from the Plan will be with the representative, rather than the Provider, unless the Provider directs MCHD, in writing, to the contrary.

## ***MANDATED PROVIDER INFORMATION***

### **Policy Regarding Reimbursement Requests From Non-Mandated Providers For The Provision Of Emergency And Non-Emergency Services**

#### **Continuity of Care:**

It is the intent of the District and its MAP Office to assure continuity of care is received by the patients who are on the rolls of the Plan. For this purpose, mandated provider relationships have been established and maintained for the best interest of the patients' health status. The client/patient has the network of mandated providers explained to them and signs a document to this understanding at the time of eligibility processing in the MAP Office. Additionally, they demonstrate understanding in a like fashion that failure to use mandated providers, unless otherwise authorized, will result in them bearing independent financial responsibility for their actions.

#### **Prior Approval:**

A non-mandated health care provider must obtain approval from the Hospital District's Medical Assistance Plan (MAP) Office before providing health care services to an active MAP patient. Failure to obtain prior approval or failure to comply with the notification requirements below will result in rejection of financial reimbursement for services provided.

#### **Mandatory Notification Requirements:**

- The non-mandated provider shall attempt to determine if the patient resides within District's service area when the patient first receives services if not beforehand as the patients condition may dictate.
- The provider, the patient, and the patient's family shall cooperate with the District in determining if the patient is an active client on the MAP rolls of the District for MAP services.
- Each individual provider is independently responsible for their own notification on each case as it presents.
- If a non-mandated provider delivers emergency or non-emergency services to a MAP patient who the provider suspects might be an active client on the MAP rolls with the District, the provider shall notify the District's MAP Office that services have been or will be provided to the patient.

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- The notice shall be made:
  - (1) By telephone not later than the 72nd hour after the provider determines that the patient resides in the District's service area and is suspect of being an active client on the District's MAP rolls; and
  - (2) By mail postmarked not later than the fifth working day after the date on which the provider determines that the patient resides in the District's service area.

**Authorization:**

The District's MAP Office may authorize health care services to be provided by a non-mandated provider to a MAP patient only:

- In an emergency (as defined below and interpreted by the District);
- When it is medically inappropriate for the District's mandated provider to provide such services; or
- When adequate medical care is not available through the mandated provider.

**Emergency Defined:**

An "emergency medical condition" is defined as a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in:

- Placing the patients health in serious jeopardy,
- Serious impairment of bodily functions, or
- Serious dysfunction of any bodily organ or part.

**Emergency Medical Services:**

MCHD as a provider of EMS for Montgomery County is independently responsible in determining the most appropriate destination by its own policies and procedures for all transported patients, including MAP client patients. MAP client patients are to (as conditions allow) notify EMS about their mandated provider as a preferred destination.



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**Reimbursement:**

In such event, the District shall provide written authorization to the non-mandated provider to provide such health care services as are medically appropriate, and thereafter the District shall assume responsibility for reimbursement for the services rendered by the non-mandated provider at the reimbursement rates approved for the District's mandated provider, generally but not limited to, being those reimbursement rates approved by the Texas Department of State Health Services pursuant to the County Indigent Health Care And Treatment Act. Acceptance of reimbursement by the non-mandated provider will indicate payment in full for services rendered.

If a non-mandated provider delivers emergency or non-emergency services to a patient who is on the MAP rolls of the District and fails to comply with this policy, including the mandatory notice requirements, the non-mandated provider is not eligible for reimbursement for the services from the District.

**Return to Mandated Provider:**

Unless authorized by the District's MAP Office to provide health care services, a non-mandated provider, upon learning that the District has selected a mandated provider, shall see that the patient is transferred to the District's selected mandated provider of health care services.

**Appeal:**

If a health care provider disagrees with a decision of the MAP Office regarding reimbursement and/or payment of a claim for treatment of a person on the rolls of the District's MAP, the provider will have to appeal the decision to the District's Board of Directors and present its position and evidence regarding coverage under this policy. The District will conduct a hearing on such appeal in a reasonable and orderly fashion. The health care provider and a representative of the MAP Office will have the opportunity to present evidence, including their own testimony and the testimony of witnesses. After listening to the parties' positions and reviewing the evidence, the District's Board of Directors will determine an appropriate action and issue a written finding.

# **SECTION FIVE FORMS**

## FORMS

Forms may exist online in electronic form through MCHD's Indigent Healthcare Services (I.H.S.) software.

- HCAP Form 100: MONTGOMERY COUNTY HOSPITAL DISTRICT'S HEALTHCARE ASSISTANCE APPLICATION
- HCAP Form 2: HCAP APPOINTMENT CARD
- HCAP Form 3: HCAP BEHAVIORAL GUIDELINES
- HCAP Form A: ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES FORM
- HCAP Form B: ASSET AND BACKGROUND CHECK FORM
- HCAP Form C: MEDICAL HISTORY FORM
- HCAP Form D: RELEASE FORM
- HCAP Form E: SUBROGATION FORM
- HCAP Form F: PROOF OF CITIZENSHIP FOR MCHD HCAP
- HCAP Form G: HOW TO CONTACT THE ELIGIBILITY OFFICE REGARDING YOUR SSI STATUS
- HCAP Form H: REPRESENTATION AND ACKNOWLEDGEMENT FORM
- HCAP Form I: ASSIGNMENT OF HEALTH INSURANCE PROCEEDS
- HCAP Form J: HCAP FRAUD POLICY AND PROCEDURES
- HCAP Form 12: REQUEST FOR INFORMATION
- HCAP Form 101: WORKSHEET (*Electronic Version*)
- HCAP Form 102: STATEMENT OF SUPPORT
- HCAP Form 103: REQUEST FOR DOMICILE VERIFICATION
- HCAP Form 104: AFFIDAVIT REGARDING MARITAL STATUS AND FINANCIAL SUPPORT
- HCAP Form 109: NOTICE OF ELIGIBILITY (*Electronic Version*)
- HCAP Form 110: HCAP IDENTIFICATION CARD
- HCAP Form 117: NOTICE OF INELIGIBILITY (*Electronic Version*)
- HCAP Form 120: NOTICE OF INCOMPLETE APPLICATION
- HCAP Form 200: EMPLOYER VERIFICATION FORM
- HCAP Form 201: SELF-EMPLOYMENT VERIFICATION FORM

# **APPENDIX I GLOSSARY OF TERMS**

## GLOSSARY

**Adult** - A person at least age 18 or a younger person who is or has been married or had the disabilities of minority removed for general purposes.

**Accessible Resources** - Resources legally available to the household.

**Aged Person** - Someone aged 60 or older as of the last day of the month for which benefits are being requested.

**Application Completed Date** – The date that Form 100 and all information necessary to make an eligibility determination is received.

**Approval Date**- The date that the hospital district issues Form 109, Notice of Eligibility, and HCAP Form 110, MAP Identification Card, is issued to the client.

**Assets** - All items of monetary value owned by an individual.

**Budgeting** - The method used to determine eligibility by calculating income and deductions using the best estimate of the household's current and future circumstances and income.

**Candidate** - Person who is applying for MAP benefits who has NEVER been on the Plan before.

**Claim** – Completed CMS-1500, UB-04, pharmacy statement with detailed documentation, or an electronic version thereof.

**Claim Pay Date** - The date that the hospital district writes a check to pay a claim.

**Client** – Eligible resident who is actively receiving healthcare benefits on MAP.

**Common Law Marriage** - Relationship recognized under Texas law in which the parties age 18 or older are free to marry, live together, and hold out to the public that they are husband and wife. A man and a woman who want to establish a common-law marriage must sign a form provided by the county clerk. In addition, they must (1) agree to be married, (2) cohabit, and (3) represent to others that they are married.

A minor child in Texas is not legally allowed to enter a common law marriage unless the claim of common law marriage began before September 1, 1997.

**Complete Application** - A complete application (Application for MAP, Form 100) includes validation of these components:

- The applicant's full name and address,

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- The applicant's county of residence is Montgomery County,
- The names of everyone who lives in the house with the applicant and their relationship to the applicant,
- The type and value of the MCHD MAP household's resources,
- The MCHD MAP household's monthly gross income,
- Information about any health care assistance that household members may receive,
- The applicant's Social Security number,
- All needed information, such as verifications.

The date that Form 100 and all information necessary to make an eligibility determination is received is the application completion date.

**Co-payments** – The amount requested from the client to help contribute to their healthcare expenses. Also known and referenced as “co-pays” in some MAP documents.

**County** – A county not fully served by a public facility, namely, a public hospital or a hospital district; or a county that provides indigent health care services to its eligible residents through a hospital established by a board of managers jointly appointed by a county and a municipality

**Days** - All days are calendar days, except as specifically identified as workdays.

**Denial Date** – The date that Form 117, Notice of Ineligibility, is issued to the candidate.

**Disabled Person** - Someone who is physically or mentally unfit for employment.

**A disabled person includes:**

1. A person approved for SSI, Social Security disability, or blindness.
2. A veteran who receives VA benefits because he/she is rated a 100% service-connected disability or who according to the VA needs regular aid and attendance or is permanently housebound.
3. A surviving spouse of a deceased veteran who meets one of the following criteria according to the VA.
  - Needs regular aid and attendance
  - Permanently housebound
  - Approved for VA benefits because of the veteran's death and could be considered permanently disabled for social security purposes.

4. A surviving child (any age) of a deceased veteran who the VA has determined is:
  - Permanently incapable of self-support, or
  - Approved for benefits because of the veteran's death and could be considered permanently disable for social security purpose.
5. A person receiving disability retirement benefits from any government agency for a disability that could be considered permanent for social security purposes.
6. A person receiving Railroad Retirement Disability, who is also covered by Medicare.

**Note:** Permanent disability for Social Security purposes is any of the following conditions that may be obvious by observation or may require a physician's opinion:

- Permanent loss of use of both hands, both feet, or one hand and one foot;
- Amputation of leg at hip
- Amputation of leg or foot because of diabetes mellitus or peripheral vascular diseases;
- Total deafness, not correctable by surgery or hearing aid;
- Statutory blindness, unless caused by cataracts or detached retina;
- IQ 59 or less, established after the person becomes 16 years old;
- Spinal cord or nerve root lesion resulting in paraplegia or quadriplegia;
- Multiple sclerosis in which there is damage to the nervous system caused by scattered areas of inflammation. The inflammation recurs and has progressed to varied interferences with the function of the nervous system, including severe muscle weakness, paralysis, and vision and speech defects.
- Muscular dystrophy with irreversible wasting of the muscles, impairing the ability to use arms or legs;
- Impaired renal function caused by chronic renal disease, resulting in severely reduced function which may require dialysis or kidney transplant;
- Amputation of a limb of a person at least 55 years old;
- Acquired Immune Deficiency Syndrome (AIDS) progressed so that it results in extensive and/or recurring physical or mental impairment.

**Disqualified Person** – A person receiving or is categorically eligible to receive Medicaid.

**The District** – Montgomery County Hospital District

**Domicile** - A residence

**DSHS** - Department of State Health Services (Texas DSHS)

**Earned Income** - Income a person receives for a certain degree of activity or work. Earned income is related to employment and, therefore, entitles the person to work-related deductions not allowed for unearned income.

**Eligible Montgomery County Resident** - An eligible county resident must reside in Montgomery County, and meets the resource, income, and citizenship requirements.

**Eligibility (Effective) Date** - The date that a client becomes qualified for benefits.

**Eligibility End (Expiration) Date** – The date that a client’s eligibility ends

**Eligibility Staff** - Individuals who determine Plan eligibility may be hospital district personnel, or persons under contract with the hospital district to determine Plan eligibility.

**Emancipated Minor** - A person under age 18 who has been married as recognized under Texas law. The marriage must not have been annulled.

**Emergency medical condition** - Is defined as a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in:

- Placing the patient’s health in serious jeopardy,
- Serious impairment of bodily functions, or
- Serious dysfunction of any bodily organ or part.

**Equity** - The amount of money that would be available to the owner after the sale of a resource. Determine this amount by subtracting from the fair market value any money owed on the item and the costs normally associated with the sale and transfer of the item.

**Expenditure** - Funds spent on basic or extended health care services.

**Expenditure Tracking** - A hospital district should track monthly basic and extended health care expenditures.



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**Extended Services** – MCHD approved, extended health care services that the hospital district determines to be necessary and cost-effective and chooses to provide.

**Fair Market Value** - The amount a resource would bring if sold on the current local market.

**Gross Income** - Income before deductions.

**GRTL** - The county's General Revenue Tax Levy (GRTL) is used to determine eligibility for state assistance funds. For information on determining and reporting the GRTL, contact Teri Rodgers, Property Tax Division of the Texas State Comptroller of Public Accounts at 800/252-9121.

**Hospital District** - A hospital district created under the authority of the Texas Constitution Article IX, Sections 4 – 11.

**Identifiable Application**- An application is identifiable if it includes: the applicant's name, the applicant's address, the applicant's social security number, the applicant's date of birth, the applicant's signature, and the date the applicant signed the application.

**Identifiable Application Date**- The date on which an identifiable application is received from an applicant.

**Inaccessible Resources** - Resources not legally available to the household. Examples include but are not limited to irrevocable trust funds, property in probate, security deposits on rental property and utilities.

**Income** - Any type of payment that is of gain or benefit to a household.

**Managing Conservator** - A person designated by a court to have daily responsibility for a child.

**Mandated Provider** - A health care provider, selected by the hospital district, who agrees to provide health care services to eligible clients.

**Married Minor** - An individual, age 14-17, who is married as such is recognized under the laws of the State of Texas. These individuals must have parental consent or court permission. An individual under age 18 may not be a party to an informal (common law) marriage.

**MCHD Fiscal Year** - The twelve-month period beginning October 1 of each calendar year and ending September 30 of the following calendar year.

**Medicaid** - The Texas state-paid insurance program for recipients of Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), and Medical Assistance Plans for families and children.

**Midlevel Practitioner** – An Individual healthcare practitioner other than a physician, dentist or podiatrist, who is licensed, registered, or otherwise, permitted in the State of Texas who practices professional medicine.

**Minor Child** - A person under age 18 who is not or has not been married and has not had the disabilities of minority removed for general purposes.

**Net income** - Gross income minus allowable deductions.

**Personal Possessions** - appliances, clothing, farm equipment, furniture, jewelry, livestock, and other items if the household uses them to meet personal needs essential for daily living.

**Public Facility** - A hospital owned, operated, or leased by a hospital district.

**Public Hospital** - A hospital owned, operated, or leased by a county, city, town, or other political subdivision of the state, excluding a hospital district and a hospital authority. For additional information, refer to Chapter 61, Health and Safety Code, Subchapter C.

**Real Property** - Land and any improvements on it.

**Reimbursement** - Repayment for a specific item or service.

**Relative** - A person who has one of the following relationships biologically or by adoption:

- Mother or father,
- Child, grandchild, stepchild,
- Grandmother or grandfather,
- Sister or brother,
- Aunt or uncle,
- Niece or nephew,
- First cousin,
- First cousin once removed, and
- Stepmother or stepfather.

Relationship also extends to:

- The spouse of the relatives listed above, even after the marriage is terminated by death or divorce,
- The degree of great-great aunt/uncle and niece/nephew, and
- The degree of great-great-great grandmother/grandfather.

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**Resources** - Both liquid and non-liquid assets a person can convert to meet his needs. Examples include but are not limited to: bank accounts, boats, bonds, campers, cash, certificates of deposit, gas rights, livestock (unless the livestock is used to meet personal needs essential for daily living), mineral rights, notes, oil rights, real estate (including buildings and land, other than a homestead), stocks, and vehicles.

**Service Area** - The geographic region in which a hospital district has a legal obligation to provide health care services.

**Sponsored Alien** – a sponsored alien means a person who has been lawfully admitted to the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. Section 1101 et seq.) and who, as a condition of admission, was sponsored by a person who executed an affidavit of support on behalf of the person.

**Status Date** – The date when the hospital district make a change to a clients status.

**TDSHS** – Texas Department of State Health Services

**Temporary Absence** – When a client is absent from Montgomery County for less than or equal to 30 days.

**Termination Date** - The date that the hospital district ends a client's benefits.

**Third Party Administrator (TPA)** – The designated TPA shall be Boon-Chapman Benefit Administrators, Inc.

**Tip Income** - Income earned in addition to wages that is paid by patrons to people employed in service-related occupations, such as beauticians, waiters, valets, pizza delivery staff, etc.

**Unearned Income** - Payments received without performing work-related activities.

**V.A. Veteran** – A veteran must have served at least 1 day of active duty military time prior to September 7, 1980 and if service was after that date, at least 24 months of active duty military time to eligible for medical services through the Department of Veteran affairs (Form DD214 may be requested).

**APPENDIX II  
MCHD'S ENABLING  
LEGISLATION**

## MONTGOMERY COUNTY HOSPITAL DISTRICT'S ENABLING LEGISLATION

### MONTGOMERY COUNTY HOSPITAL DISTRICT<sup>1</sup>

**An Act relating to the creation, administration, maintenance, operation, powers, duties, and financing of the Montgomery County Hospital District of Montgomery County, Texas, by authority of Article IX, Section 9 of the Texas Constitution.**

*Be it enacted by the Legislature of the State of Texas:*

Section 1. In accordance with the provisions of Article IX, Section 9, of the Texas Constitution, this Act authorizes the creation, administration, maintenance, operation, and financing of a hospital district within this state with boundaries coextensive with the boundaries of Montgomery County, Texas, to be known as "Montgomery County Hospital District" with such rights, powers, and duties as provided in this Act.

Sec. 2. The district shall take over and there shall be transferred to it title to all land, buildings, improvements, and equipment pertaining to the hospitals or hospital system owned by the county or any city or town within the boundaries of the proposed district and shall provide for the establishment of a health care or hospital system by the purchase, gift, construction, acquisition, repair, or renovation of buildings and equipment and equipping same and the administration of the system for health care or hospital purposes. The district may take over and may accept title to land, buildings, improvements, and equipment of a nonprofit hospital within the district if the governing

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<sup>1</sup> The Montgomery County Hospital District was created in 1977 by the 65<sup>th</sup> Leg., R.S., Ch. 258. It was amended by the following Acts: Act of 1985, 69<sup>th</sup> Leg., R.S., Ch. 516; Act of 1991, 72<sup>nd</sup> Leg., R.S., Ch. 511; Act of 1993, 73<sup>rd</sup> Leg., R.S., Ch. 267; Act of 1995, Ch. 468; Act of 1999, 76<sup>th</sup> Leg. R.S., Ch. 747; Act of 2003, 78<sup>th</sup> Leg. R.S., Ch. 529 (HB 1251); Act of 2005, 79<sup>th</sup> Leg. R.S.Ch. 690 (SB 264) and Ch. 476 (HB 192).

authority or authorities of the hospital and district agree to the transfer. The district shall assume the outstanding indebtedness incurred by any city or town within the district or by the county for hospital purposes within the boundaries of the district.

Section 3. (a) The district shall not be created nor shall any tax in the district be authorized unless and until the creation and tax are approved by a majority of the electors of the area of the proposed district voting at an election called for that purpose. The election may be called by the commissioners court on presentation of a petition therefor signed by at least 50 electors of the area of the proposed district. The election shall be held not less than 35 nor more than 60 days from the date the election is ordered. The order calling the election shall specify the date, place or places of holding the election, the form of ballot, and the presiding judge and alternate judge for each voting place and shall provide for clerks as in county elections. Notice of election shall be given by publishing a substantial copy of the election order in a newspaper of general circulation in the county once a week for two consecutive weeks, the first publication to appear at least 30 days prior to the date established for the election. The failure of the election shall not operate to prohibit the calling and holding of subsequent elections for the same purposes; provided no district confirmation election shall be held within 12 months of any preceding election for the same purpose. If the district is not confirmed at an election held within 60 months from the effective date of this Act, this Act is repealed.

(b) At the election there shall be submitted to the electors of the area of the proposed district the proposition of whether the hospital district shall be created with authority to levy annual taxes at a rate not to exceed 75 cents on the \$100 valuation on all taxable property situated within the hospital district, subject to hospital district taxation, for the purpose of meeting the requirements of the district's bonds, indebtedness assumed

by it, and its maintenance and operating expenses, and a majority of the electors of the area of the proposed district voting at the election in favor of the proposition shall be sufficient for its adoption.

(c) The form of ballot used at the election on the creation of the district shall be in conformity with Section 61, Texas Election Code, as amended (Article 6.05, Vernon's Texas Election Code), so that ballots may be cast on the following proposition: The creation of Montgomery County Hospital District, providing for the levy of a tax not to exceed 75 cents on each \$100 of valuation on all taxable property situated within the hospital district, subject to hospital district taxation, and providing for the assumption by the district of all outstanding bonds and indebtedness previously issued or incurred for hospital purposes within the boundaries of the proposed hospital district by the county and any city or town therein.

Sec. 4. (a) The district is governed by a board of seven directors. Three of the directors shall be elected at large from the entire district, and the remaining four directors each shall be elected from a different commissioner's precinct in the district, and each shall be a resident of the precinct he represents. Candidates to represent the district at large shall run by position. A qualified elector is entitled to vote for the directors to be elected at large and for the director to be elected from the precinct in which the elector resides. Directors shall serve for terms of four years expiring on the second Tuesday in June. No person may be appointed or elected as a member of the board of directors of the hospital district unless he is a resident of the district and a qualified elector and unless at the time of such election or appointment he shall be more than 21 years of age. No person may be appointed or elected as a director of the hospital district if he holds another appointed or

elected public office of honor, trust or profit. A person holding another public office of honor, trust or profit who seeks to be appointed or elected a director automatically vacates the first office. Each member of the board of directors shall serve without compensation and shall qualify by executing the constitutional oath of office and shall execute a good and sufficient bond for \$1,000 payable to the district conditioned upon the faithful performance of his duties, and the bonds shall be deposited with the depository bank of the district for safekeeping.

(b) The board of directors shall organize by electing from among its membership a chairman, vice-chairman, treasurer and secretary one of their number as president and one of their number as secretary. Any four members of the board of directors shall constitute a quorum, and a concurrence of a majority of the directors present is sufficient in all matters pertaining to the business of the district. A meeting of the board of directors may be called by the chairman or any four directors. All vacancies in the office of director shall be filled for the unexpired term by appointment by the remainder of the board of directors. In the event the number of directors shall be reduced to less than four for any reason, the remaining directors shall immediately call a special election to fill said vacancies, and upon failure to do so a district court may, upon application of any voter or taxpayer of the district, issue a mandate requiring that such election be ordered by the remaining directors.

(c) A regular election of directors shall be held on the first Saturday in May of each even-numbered year, and notice of such election shall be published in a newspaper of general circulation in the county one time at least 10 days prior to the date of election. Any person desiring his name to be printed on the ballot as a candidate for director shall file a



petition, signed by not less than 10 legally qualified electors asking that such name be printed on the ballot, with the secretary of the board of directors of the district. Such petitions shall be filed with such secretary at least 25 days prior to the date of election.

(d) If no candidate for director from a particular commissioner's precinct or no candidate for a district at-large position receives a majority of the votes of the qualified voters voting in that race at the regular election of directors, the board shall order a runoff election between the two candidates from the precinct or from the at-large position who received the highest number of votes in that race at the regular election. The board shall publish notice of the runoff election in a newspaper or newspapers that individually or collectively provide general circulation in the area of the runoff election one time at least seven days before the date of the runoff election. Of the names printed on the ballot at the runoff election, the name of the candidate who received the higher number of votes at the regular election shall be printed first on the ballot. If before the date of the runoff election a candidate who is eligible to participate in the runoff dies or files a written request with the secretary of the board to have his name omitted from the ballot at the runoff election, the other candidate eligible to participate in the runoff election is considered elected and the runoff election shall be cancelled by order of the board.

Sec. 5. (a) The board of directors shall manage, control, and administer the health care or hospital system and all funds and resources of the district, but in no event shall any operating, depreciation, or building reserves be invested in any funds or securities other than those specified in Article 836 or 837, Revised Civil Statutes of Texas, 1925, as amended. The district, through its board of directors, shall have the power and authority to sue and be sued, to promulgate rules governing the operation of the hospital, the health

care or hospital system, its staff, and its employees. The board of directors shall appoint a qualified person to be known as the chief administrative officer of the district to be known as the president of the hospital district or by another title selected by the board. The board may appoint assistants to the chief administrative officer to be known as vice-presidents of the hospital district or by another title selected by the board. The chief administrative officer and any assistant shall serve at the will of the board and shall receive such compensation as may be fixed by the board. The chief administrative officer shall supervise all the work and activities of the district and shall have general direction of the affairs of the district, subject to limitations prescribed by the board. The board of directors shall have the authority to appoint to the staff such doctors as necessary for the efficient operation of the district and may provide for temporary appointments to the staff if warranted by circumstances. The board may delegate to the chief administrative officer the authority to employ technicians, nurses, and employees of the district. The board shall be authorized to contract with any other political subdivision or governmental agency whereby the district will provide investigatory or other services as to the medical, health care, hospital, or welfare needs of the inhabitants of the district and shall be authorized to contract with any county or incorporated municipality located outside its boundaries for the care and treatment of the sick, diseased, or injured persons of any such county or municipality and shall have the authority to contract with the State of Texas or agencies of the federal government for the treatment of sick, diseased, or injured persons.

(b) The district may enter into contracts, and make payments thereunder, relating to or arranging for the provision of health care services as permitted by the Texas Constitution and Chapter 61, Health and Safety Code, and its subsequent amendments, on

terms and conditions as the board of directors determines to be in the best interests of the district. The term of a contract entered into under this subsection may not exceed 15 years.

Sec. 6. The board of directors may provide retirement benefits for employees of the hospital district. The board may provide the benefits by establishing or administering a retirement program or by electing to participate in the Texas County and District Retirement System or in any other statewide retirement system in which the district is eligible to participate.

Sec. 7. The district shall be operated on the basis of a fiscal year as established by the board of directors; provided such fiscal year may not be changed during the time revenue bonds of the district are outstanding or more than once in any 24-month period. The board shall have an audit made of the financial condition of the district, which together with other records of the district shall be open to inspection at the principal office of the district. The chief administrative officer shall prepare an annual budget for approval by the board of directors. The budget shall also contain a complete financial statement of the district showing all outstanding obligations of the district, the cash on hand to the credit of each and every fund of the district, the funds received from all sources during the previous year, the funds available from all sources during the ensuring year, with balances expected at year-end of the year in which the budget is being prepared, and estimated revenues and balances available to cover the proposed budget and the estimated tax rate which will be required. A public hearing on the annual budget shall be held by the board of directors after notice of such hearing has been published one time at least 10 days before the date set therefor. Any person residing in the district shall have the right to be present and participate in the hearing. At the conclusion of the hearing, the budget, as

proposed by the chief administrative officer, shall be acted on by the board of directors. The board of directors shall have authority to make such changes in the budget as in their judgment the law warrants and the interest of the taxpayers demands. No expenditure may be made for any expense not included in the annual budget or an amendment to it. The annual budget may be amended from time to time as the circumstances may require, but the annual budget, and all amendments thereto, shall be approved by the board of directors. As soon as practicable after the close of each fiscal year, the chief administrative officer shall prepare for the board a full sworn statement of all money belonging to the district and a full account of the disbursements of same.

Sec. 8. (a) The board of directors shall have the power and authority to issue and sell its bonds in the name and on the faith and credit of the hospital district for the purchase, construction, acquisition, repair, or renovation of buildings and improvements and equipping the same for health care or hospital purposes, and for any or all such purposes. At the time of the issuance of any bonds by the district, a tax shall be levied by the board sufficient to create an interest and sinking fund to pay the interest and the principal of said bonds as same mature; providing the tax together with any other taxes levied for the district shall not exceed 75 cents on each \$100 valuation of all taxable property situated in the district subject to hospital district taxation in any one year. No bonds shall be issued by such hospital district except refunding bonds until authorized by a majority of the electors of the district. The order for bond election shall specify the date of the election, the amount of bonds to be authorized, the maximum maturity of the bonds, the place or places where the election shall be held, the presiding judge and alternate judge for each voting place, and provide for clerks as in county elections. Notice of any bond

election except one held under the provisions of Section 9 of this Act in which instance notice shall be given as provided in Section 3 of this Act, shall be given as provided in Article 704, Revised Civil Statutes of Texas, 1925, as amended, and shall be conducted in accordance with the Texas Election Code, as amended, except as modified by the provisions of this Act.

(b) Refunding bonds of the district may be issued for the purpose of refunding and paying off any outstanding indebtedness it has issued or assumed. Such refunding bonds may be sold and the proceeds thereof applied to the payment of outstanding indebtedness or may be exchanged in whole or in part for not less than a like principal amount of outstanding indebtedness. If the refunding bonds are to be sold and the proceeds hereof applied to the payment of any outstanding indebtedness, the refunding bonds shall be issued and payments made in the manner specified by Chapter 502, Acts of the 54<sup>th</sup> Legislature, 1955, as amended (Article 717k, Vernon's Texas Civil States).

(c) Bonds of the district shall mature within 40 years of their date, shall be executed in the name of the hospital district and on its behalf by the president of the board and countersigned by the secretary in the manner provided by Chapter 204, Acts of the 57<sup>th</sup> Legislature, Regular Session, 1961 as amended (Article 717j--1, Vernon's Texas Civil Statutes), shall bear interest at a rate not to exceed that prescribed by Chapter 3, Acts of the 61<sup>st</sup> Legislature, Regular Session, 1969, as amended (Article 717k--2, Vernon's Texas Civil Statutes), and shall be subject to the same requirements in the manner of approval by the Attorney General of Texas and registration by the Comptroller of Public Accounts of the State of Texas as are by law provided for approval and registration of bonds issued by

counties. On the approval of bonds by the attorney general and registration by the comptroller, the same shall be incontestable for any cause.

(d) The district shall have the same power and authority as cities and counties under The Certificate of Obligation Act of 1971 (Article 2368a.1, Vernon's Texas Civil Statutes) to issue and sell certificates of obligation for permitted purposes under this Act in accordance with the provisions of The Certificate of Obligation Act. Certificates of Obligation shall be issued in conformity with and in the manner specified in The Certificate of Obligation Act, as it may be amended from time to time.

Sec. 9. A petition for an election to create a hospital district, as provided in Section 3 of this Act, may incorporate a request that a separate proposition be submitted at such election as to whether the board of directors of the district, in the event same is created, shall be authorized to issue bonds for the purposes specified in Section 8 of this Act. Such petition shall specify the maximum amount of bonds to be issued and their maximum maturity, and same shall be included in the proposition submitted at the election.

Sec. 9A. The district may issue revenue bonds or certificates of obligation or may incur or assume any other debt only if authorized by a majority of the voters of the district voting in an election held for that purpose. This section does not apply to refunding bonds or other debt incurred solely to refinance an outstanding debt.

Sec. 10. In addition to the power to issue bonds payable from taxes levied by the district, as contemplated by Section 8 of this Act, the board of directors is further authorized to issue and to refund any previously issued revenue bonds for purchasing, constructing, acquiring, repairing, equipping, or renovating buildings and improvements for health care or hospital purposes and for acquiring sites for health care or hospital

purposes, the bonds to be payable from and secured by a pledge of all or any part of the revenues of the district to be derived from the operation of its hospital or health care facilities. The bonds may be additionally secured by a mortgage or deed of trust lien on any part or all of its properties. The bonds shall be issued in the manner and in accordance with the procedures and requirements specified for the issuance of revenue bonds by county hospital authorities in Sections 8 and 10 through 13 of Chapter 122, Acts of the 58<sup>th</sup> Legislature, 1963 (Article 4494r, Vernon's Texas Civil Statutes).

Sec. 11. (a) The board of directors is hereby given complete discretion as to the type of buildings, both as to number and location, required to establish and maintain an adequate health care or hospital system. The health care or hospital system may include domiciliary care and treatment of the sick, wounded, and injured, hospitals, outpatient clinic or clinics, dispensaries, geriatric domiciliary care and treatment, convalescent home facilities, necessary nurses, domicilaries and training centers, blood banks, community mental health centers and research centers or laboratories, ambulance services, and any other facilities deemed necessary for health or hospital care by the directors. The district, through its board of directors, is further authorized to enter into an operating or management contract with regard to its facilities or a part thereof or may lease all or part of its buildings and facilities on terms and conditions considered to be to the best interest of its inhabitants. Except as provided by Subsection (c) of Section 15 of this Act, the term of a lease may not exceed 25 years from the date entered. The district shall be empowered to sell or otherwise dispose of any property, real or personal, or equipment of any nature on terms and conditions found by the board to be in the best interest of its inhabitants.

(b) The district may sell or exchange a hospital, including real property necessary or convenient for the operation of the hospital and real property that the board of directors finds may be useful in connection with future expansions of the hospital, on terms and conditions the board determines to be in the best interests of the district, by complying with the procedures prescribed by Sections 285.052, Health and Safety Code, and any subsequent amendments.

(c) The board of directors of the district shall have the power to prescribe the method and manner of making purchases and expenditures by and for the hospital district and shall also be authorized to prescribe all accounting and control procedures. All contracts for construction involving the expenditure of more than \$10,000 may be made only after advertising in the manner provided by Chapter 163, Acts of the 42<sup>nd</sup> Legislature, Regular Session, 1931, as amended (Article 2368a, Vernon's Texas Civil Statutes). The provisions of Article 5160, Revised Civil Statutes of Texas, 1925, as amended, relating to performance and payment bonds shall apply to construction contracts let by the district. The district may acquire equipment for use in its health care or hospital system and mortgage or pledge the property so acquired as security for the payment of the purchase price, but any such contract shall provide for the entire obligation of the district to be retired within five years from the date of the contract. Except as permitted in the preceding sentence and as permitted by Sections 5, 8, 9 and 10 of this Act, the district may incur no obligation payable from any revenues of the district, except those on hand or to be on hand within the then current and following fiscal year of the district.

(d) The board may declare an emergency in the matter of funds not being available to pay principal of and interest on any bonds of the district payable in whole or in part



from taxes or to meet any other needs of the district and may issue negotiable tax anticipation notes to borrow the money needed by the district. Tax anticipation notes may bear interest at any rate or rates authorized by general law and must mature within one year of their date. Tax anticipation notes may be issued for any purpose for which the district is authorized to levy taxes, and tax anticipation notes shall be secured with the proceeds of taxes to be levied by the district in the succeeding 12-month period. The board may covenant with the purchasers of the notes that the board will levy a sufficient tax in the following fiscal year to pay principal of and interest on the notes and pay the costs of collecting the taxes.

Section 12. (a) The board of directors of the district shall name one or more banks within its boundaries to serve as depository for the funds of the district. All funds of the district, except those invested as provided in Section 5 of this Act and those transmitted to a bank or banks of payment for bonds or obligations issued or assumed by the district shall be deposited as received with the depository bank and shall remain on deposit; provided that nothing in this Act shall limit the power of the board to place a portion of such funds on time deposit or purchase certificates of deposit.

(b) Before the district deposits in any bank funds of the district in an amount which exceeds the maximum amount secured by the Federal Deposit Insurance Corporation, the bank shall be required to execute a bond or other security in an amount sufficient to secure from loss the district funds which exceed the amount secured by the Federal Deposit Insurance Corporation.

Sec. 13. (a) The board of directors shall annually levy a tax not to exceed the amount hereinabove permitted for the purpose of paying:

**(1) the indebtedness assumed or issued by the district, but no tax shall be levied to pay principal of or interest on revenue bonds issued under the provisions of Section 9 of this Act; and**

**(2) the maintenance and operating expenses of the district.**

**(b) In setting the tax rate the board shall take into consideration the income of the district from sources other than taxation. On determination of the amount of tax required to be levied, the board shall make the levy and certify the same to the tax assessor-collector.**

**Sec. 13A. (a) Notwithstanding Section 26.07(b)(3), Tax Code, a petition to require an election under Section 26.07, Tax Code, on reducing the district's tax rate to the rollback tax rate shall be submitted to the county election administrator of Montgomery County instead of to the board of directors of the district.**

**(b) Notwithstanding Section 26.07(c), Tax Code, not later than the 20<sup>th</sup> day after the day a petition is submitted under Subsection (a) of this section, the county elections administrator shall:**

**(1) determine whether the petition is valid under Section 26.07, Tax Code;**

**and**

**(2) certify the determination of the petition's validity to the board of directors of the district.**

**(c) If the county elections administrator fails to act within the time allowed, the petition is treated as if it had been found valid.**

**(d) Notwithstanding Section 26.07(d), Tax Code, if the county elections administrator certifies to the board of directors that the petition is valid or fails to act within the time allowed, the board of directors shall order that an election under Section**

26.07, Tax Code, to determine whether to reduce the district's tax rate to the rollback rate be held in the district in the manner prescribed by Section 26.07(d) of that code.

(e) The district shall reimburse the county elections administrator for reasonable costs incurred in performing the duties required by this section.

Sec. 14. All bonds issued and indebtedness assumed by the district shall be and are hereby declared to be legal and authorized investments of banks, savings banks, trust companies, building and loan associations, savings and loan associations, insurance companies, trustees, and sinking funds of cities, towns, villages, counties, school districts, or other political subdivisions of the State of Texas, and for all public funds of the State of Texas or its agencies including the Permanent School Fund. Such bonds and indebtedness shall be eligible to secure deposit of public funds of the State of Texas and public funds of cities, towns, villages, counties, school districts, or other political subdivisions or corporations of the State of Texas and shall be lawful and sufficient security for said deposits to the extent of their value when accompanied by all unmatured coupons appurtenant thereto.

Sec. 15. (a) The district shall have the right and power of eminent domain for the purpose of acquiring by condemnation any and all property of any kind and character in fee simple, or any lesser interest therein, within the boundaries of the district necessary or convenient to the powers, rights, and privileges conferred by this Act, in the manner provided by the general law with respect to condemnation by counties; provided that the district shall not be required to make deposits in the registry of the trial court of the sum required by Paragraph 2 of Article 3268, Revised Civil Statutes of Texas, 1925, as amended, or to make bond as therein provided. In condemnation proceedings being

prosecuted by the district, the district shall not be required to pay in advance or give bond or other security for costs in the trial court, nor to give any bond otherwise required for the issuance of a temporary restraining order or a temporary injunction, nor to give bond for costs or for supersedeas on any appeal or writ of error.

(b) If the board requires the relocation, raising, lowering, rerouting, or change in grade or alteration in the construction of any railroad, electric transmission, telegraph or telephone lines, conduits, poles, or facilities or pipelines in the exercise of the power of eminent domain, all of the relocation, raising, lowering, rerouting, or changes in grade or alteration of construction due to the exercise of the power of eminent domain shall be the sole expense of the board. The term “sole expense” means the actual cost of relocation, raising, lowering, rerouting, or change in grade or alteration of construction to provide comparable replacement without enhancement of facilities, after deducting the net salvage value derived from the old facility.

(c) Land owned by the district may not be leased for a period greater than 25 years unless the board of directors:

- (1) funds that the land is not necessary for health care or hospital purposes;
- (2) complies with any indenture securing the payment of bonds issued by the district; and
- (3) receives on behalf of the district not less than the current market value for the lease.

(d) Land of the district, other than land that the district is authorized to sell or exchange under Subsection (b) of Section 11 of this Act, may not be sold unless the board of directors complies with Section 272.002, Local Government Code.

Sec. 16. (a) The directors shall have the authority to levy taxes for the entire year in which the district is created as the result of the election herein provided. All taxes of the district shall be assessed and collected on county tax values as provided in Subsection (b) of this section unless the directors, by majority vote, elect to have taxes assessed and collected by its own tax assessor-collector under Subsection (c) of this section. Any such election may be made prior to December 1 annually and shall govern the manner in which taxes are subsequently assessed and collected until changed by a similar resolution. Hospital tax shall be levied upon all taxable property within the district subject to hospital district taxation.

(b) Under this subsection, district taxes shall be assessed and collected on county tax values in the same manner as provided by law with relation to county taxes. The tax assessor-collector of the county in which the district is situated shall be charged and required to accomplish the assessment and collection of all taxes levied by and on behalf of the district. The assessor-collector of taxes shall charge and deduct from payments to the hospital districts an amount as fees for assessing and collecting the taxes at a rate of one percent of the taxes assessed and one percent of the taxes collected but in no event shall the amount paid exceed \$5000 in any one calendar year. Such fees shall be deposited in the officers salary funds of the county and reported as fees of office of the county tax assessor- collector. Interest and penalties on taxes paid to the hospital district shall be the same as in the case of county taxes. Discounts shall be the same as allowed by the county. The residue of tax collections after deduction of discounts and fees for assessing and collecting shall be deposited in the district's depository. The bond of the county tax assessor-collector shall stand as security for the proper performance of his duties as assessor-collector of the

district, or if in the judgment of the district board of directors it is necessary, additional bond payable to the district may be required. In all matters pertaining to the assessment, collection, and enforcement of taxes for the district, the county tax assessor-collector shall be authorized to act in all respects according to the laws of the State of Texas relating to state and county taxes.

(c) Under this subsection, taxes shall be assessed and collected by a tax assessor-collector appointed by the directors, who shall also fix the term of his employment, compensation, and requirement for bond to assure the faithful performance of his duties, but in no event shall such bond be for less than \$5,000, or the district may contract for the assessment and collection of taxes as provided by the Tax Code.

Sec. 17. The district may employ fiscal agents, accountants, architects, and attorneys as the board may consider proper.

Sec. 18. Whenever a patient residing within the district has been admitted to the facilities of the district, the chief administrative officer may cause inquiry to be made as to his circumstances and those of the relatives of the patient legally liable for his support. If he finds that the patient or his relatives are able to pay for his care and treatment in whole or in part, an order shall be made directing the patient or his relatives to pay to the hospital district for the care and support of the patient a specified sum per week in proportion to their financial ability. The chief administrative officer shall have the power and authority to collect these sums from the estate of the patient or his relatives legally liable for his support in the manner provided by law for collection of expenses in the last illness of a deceased person. If the chief administrative officer finds that the patient or his relatives are not able to pay either in whole or in part for his care and treatment in the

facilities of the district, same shall become a charge on the hospital district as to the amount of the inability to pay. Should there be any dispute as to the ability to pay or doubt in the mind of the chief administrative officer, the board of directors shall hear and determine same after calling witnesses and shall make such order or orders as may be proper. Appeals from a final order of the board shall lie to the district court. The substantial evidence rule shall apply.

Sec. 19. (a) The district may sponsor and create a nonstock, nonmember corporation under the Texas Non-Profit Corporation Act (Article 1396-1.01 et seq., Vernon's Texas Civil Statutes) and its subsequent amendments and may contribute or cause to be contributed available funds to the corporations.

(b) The funds of the corporations, other than funds paid by the corporation to the district, may be used by the corporation only to provide, to pay the costs of providing, or to pay the costs related to providing indigent health care or other services that the district is required or permitted to provide under the constitution or laws of this state. The board of directors of the hospital district shall establish adequate controls to ensure that the corporation uses its funds as required by this subsection.

(c) The board of directors of the corporation shall be composed of seven residents of the district appointed by the board of directors of the district. The board of directors of the district may remove any director of the corporation at any time with or without cause.

(d) The corporation may invest funds in any investment in which the district is authorized to invest funds of the district, including investments authorized by the Public Funds Investment Act of 1987 (Article 842a-2, Vernon's Texas Civil Statutes) and its subsequent amendments.

**Sec. 20. After creation of the hospital district, no county, municipality, or political subdivision wholly or partly within the boundaries of the district shall have the power to levy taxes or issue bonds or other obligations for hospital or health care purposes or for providing medical care for the residents of the district. The hospital district shall assume full responsibility for the furnishing of medical and hospital care for its needy inhabitants. When the district is created and established, the county and all towns and cities located wholly or partly therein shall convey and transfer to the district title to all land, buildings, improvements, and equipment in anywise pertaining to a hospital or hospital system located wholly within the district which may be jointly or separately owned by the county or any city or town within the district. Operating funds and reserves for operating expenses which are on hand and funds which have been budgeted for hospital purposes by the county or any city or town therein for the remainder of the fiscal year in which the district is created shall likewise be transferred to the district, as shall taxes previously levied for hospital purposes for the current year, and all sinking funds established for payment of indebtedness assumed by the district.**

**Sec. 21. The support and maintenance of the hospital district shall never become a charge against or obligation of the State of Texas nor shall any direct appropriation be made by the legislature for the construction, maintenance, or improvement of any of the facilities of the district.**

**Sec. 22. In carrying out the purposes of this act, the district will be performing an essential public function, and any bonds issued by it and their transfer and the issuance therefrom, including any profits made in the sale thereof, shall at all times be free from taxation by the state or any municipality or political subdivision thereof.**



**Sec. 23.** The legislature hereby recognizes there is some confusion as to the proper qualification of electors in the light of recent court decisions. It is the intention of this Act to provide a procedure for the creation of the hospital district and to allow the district, when created, to issue bonds payable from taxation, but that in each instance the authority shall be predicated on the expression of the will of the majority of those who cast valid ballots at an election called for the purpose. Should the body calling an election determine that all qualified electors, including those who own taxable property which has been duly rendered for taxation, should be permitted to vote at an election by reason of the aforesaid court decisions nothing herein shall be construed as a limitation on the power to call and hold an election; provided provision is made for the voting, tabulating, and counting of the ballots of the resident qualified property taxpaying electors separately from those who are qualified electors, and in any election so called a majority vote of the resident qualified property taxpaying voters and a majority vote of the qualified electors, including those who own taxable property which has been duly rendered for taxation, shall be required to sustain the proposition.

**23A. (a)** The board of directors may order an election on the question of dissolving the district and disposing of the districts assets and obligations.

**(b)** The election shall be held on the earlier of the following dates that occurs at least 90 days after the date on which the election is ordered:

- (1)** the first Saturday in May; or
- (2)** the date of the general election for state and county officers.

(c) The ballot for the election shall be printed to permit voting for or against the proposition: "The dissolution of the Montgomery County Hospital District." The election shall be held in accordance with the applicable provisions of the Election Code.

(d) If a majority of the votes in the election favor dissolution, the board of directors shall find that the district is dissolved. If a majority of the votes in the election do not favor dissolution, the board of directors shall continue to administer the district and another election on the question of dissolution may not be held before the fourth anniversary of the most recent election to dissolve the district.

(e) If a majority of the votes in the election favor dissolution, the board of directors shall:

(1) transfer the ambulance service and related equipment, any vehicles, and any mobile clinics and related equipment that belong to the district to Montgomery County not later than the 45th day after the date on which the election is held; and

(2) transfer the land, buildings, improvements, equipment not described by Subdivision (1) of this subsection, and other assets that belong to the district to Montgomery County or administer the property, assets, and debts in accordance with Subsections (g)-(k) of this section.

(f) The county assumes all debts and obligations of the district relating to the ambulance service and related equipment, any vehicles, and any mobile clinics and related equipment at the time of the transfer. If the district also transfers the land, buildings, improvements, equipment, and other assets to Montgomery County under Subsection (e)(2) of this section, the county assumes

all debts and obligations of the district relating to those assets at the time of the transfer and the district is dissolved. The county shall use all transferred assets to:

(1) pay the outstanding debts and obligations of the district relating to the assets at the time of the transfer; or

(2) furnish medical and hospital care for the needy residents of the county.

(g) If the board of directors finds that the district is dissolved but does not transfer the land, buildings, improvements, equipment, and other assets to Montgomery County under Subsection (e)(2) of this section, the board of directors shall continue to control and administer that property and those assets and the related debts of the district until all funds have been disposed of and all district debts have been paid or settled.

(h) After the board of directors finds that the district is dissolved, the board of directors shall:

(1) determine the debt owed by the district; and

(2) impose on the property included in the district's tax rolls a tax that is in proportion of the debt to the property value.

(i) The board of directors may institute a suit to enforce payment of taxes and to foreclose liens to secure the payment of taxes due the district.

(j) When all outstanding debts and obligations of the district are paid, the board of directors shall order the secretary to return the pro rata share of all unused tax money to each district taxpayer and all unused district money from any other source to Montgomery County. A taxpayer may request that the taxpayer's share of surplus tax money be credited to the taxpayer's county taxes. If a taxpayer requests the credit, the board of directors shall direct the secretary to transmit the funds to the county tax

assessor-collector. Montgomery County shall use unused district money received under this section to furnish medical and hospital care for the needy residents of the county.

(k) After the district has paid all its debts and has disposed of all its assets and funds as prescribed by this section, the board of directors shall file a written report with the Commissioners Court of Montgomery County setting forth a summary of the board of directors' actions in dissolving the district. Not later than the 10th day after it receives the report and determines that the requirements of this section have been fulfilled, the commissioners court shall enter an order dissolving the district.

Sec. 23B. (a) The residents of the district by petition may request the board of directors to order an election on the question of dissolving the district and disposing of the district's assets and obligations. A petition must:

(1) state that it is intended to request an election in the district on the question of dissolving the district and disposing of the district's assets and obligations;

(2) be signed by a number of residents of the district equal to at least 15 percent of the total vote received by all candidates for governor in the most recent gubernatorial general election in the district that occurs more than 30 days before the date the petition is submitted; and

(3) be submitted to the county elections administrator of Montgomery County.

(a-1) Not later than the 30<sup>th</sup> day after the date a petition requesting the dissolution of the district is submitted under Subsection (a) of this section, the county elections administrator shall:

(1) determine whether the petition is valid; and

(2) certify the determination of the petition's validity to the board of directors of the district.

(a-2) If the county elections administrator fails to act within the time allowed, the petition is treated as if it had been found valid;

(a-3) If the county elections administrator certifies to the board of directors that the petition is valid or fails to act within the time allowed, the board of directors shall order that a dissolution election be held in the district in the manner prescribed by this section.

(a-4) If a petition submitted under Subsection (a) of this section does not contain the necessary number of valid signatures, the residents of the district may not submit another petition under Subsection (a) of this section before the third anniversary of the date the invalid petition was submitted.

(a-5) The district shall reimburse the county elections administrator for reasonable costs incurred in performing the duties required by this section.

(b) The election shall be held on the earlier of the following dates that occurs at least 90 days after the date on which the election is ordered:

(1) the first Saturday in May; or

(2) the date of the general election for state and county officers.

(c) The ballot for the election shall be printed to permit voting for or against the proposition: "The dissolution of the Montgomery County Hospital District." The election shall be held in accordance with the applicable provisions of the Election Code.

(d) If a majority of the votes in the election favor dissolution, the board of directors shall find that the district is dissolved. If less than a majority of the votes in the election

favor dissolution, the board of directors shall continue to administer the district and another election on the question of dissolution may not be held before the third anniversary of the most recent election to dissolve the district.

(e) If a majority of the votes in the election favor dissolution, the board of directors shall transfer the land, buildings, improvements, equipment, and other assets that belong to the district to Montgomery County not later than the 45th day after the date on which the election is held. The county assumes all debts and obligations of the district at the time of the transfer and the district is dissolved. The county should use all transferred assets in a manner that benefits residents of the county residing in territory formerly constituting the district. The county shall use all transferred assets to:

(1) pay the outstanding debts and obligations of the district relating to the assets at the time of the transfer; or

(2) furnish medical and hospital care for the needy residents of the county.

Sec. 24. If a hospital district has not been created under this Act by January 1, 1982, then the Act will no longer be in effect.

Sec. 25. Proof of provisions of the notice required in the enactment hereof under the provisions of Article IX, Section 9, of the Texas Constitution, has been made in the manner and form provided by law pertaining to the enactment of local and special laws, and the notice is hereby found and declared proper and sufficient to satisfy the requirement.

Sec. 26. The importance of this legislation and the crowded condition of the calendars in both houses create an emergency and an imperative public necessity that the constitutional rule requiring bills to be read on three several days in each house be suspended, and this rule is hereby suspended, and that this Act take effect and be in force from and after its passage, and it is so enacted.

**APPENDIX III**  
**CHAPTER 61**



Chapter 61 of the Health and Safety Code is a law passed by the First Called Special Session of the 69th Legislature in 1985 that:

- Defines who is indigent,
- Assigns responsibilities for indigent health care,
- Identifies health care services eligible people can receive, and
- Establishes a state assistance fund to match expenditures for counties that exceed certain spending levels and meet state requirements.

Chapter 61, Health and Safety Code, is intended to ensure that needy Texas residents, who do not qualify for other state or federal health care assistance programs, receive health care services.

Chapter 61, Health and Safety Code, may be accessed at:

[http://www.dshs.state.tx.us/cihcp/cihcp\\_info.shtm](http://www.dshs.state.tx.us/cihcp/cihcp_info.shtm)

**APPENDIX IV  
TEXAS  
ADMINISTRATIVE  
CODE SUBCHAPTERS**

APPENDIX IV.  
TEXAS ADMINISTRATIVE CODE SUBCHAPTERS

The Texas Administrative Code (TAC) is the compilation of all state agency rules in Texas.

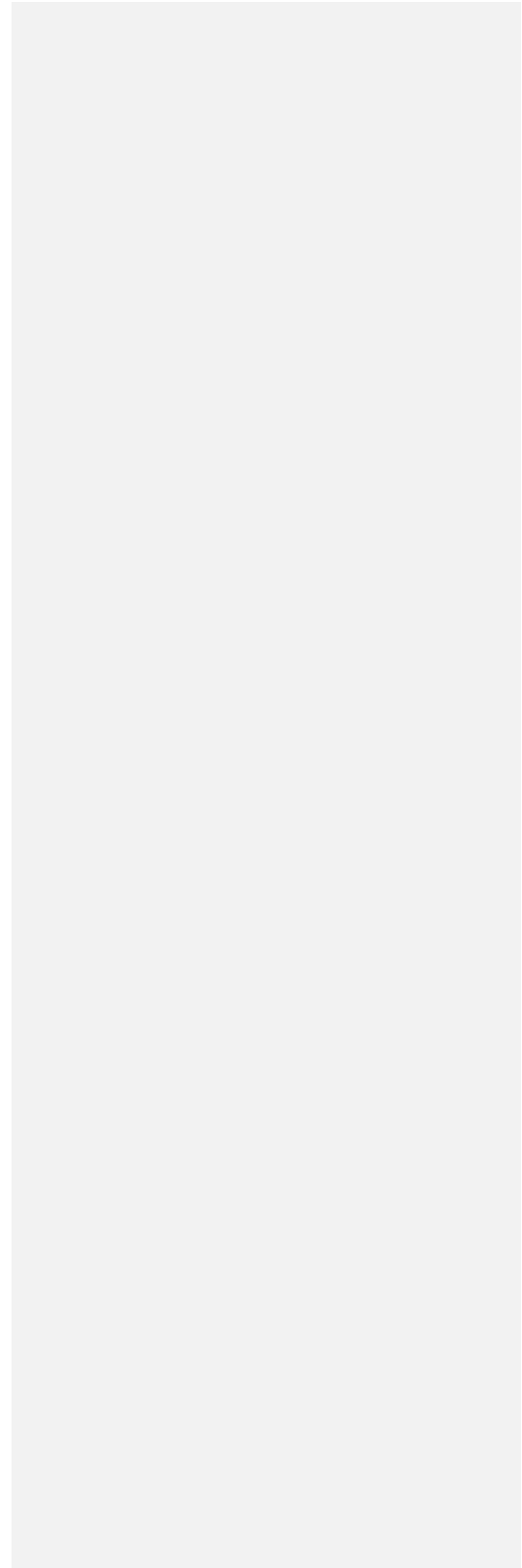
The County Indigent Health Care Program (CIHCP) rules are in: TAC, Title 25 (Health Services), Part 1 (TDSHS), Chapter 14 (CIHCP), and the following Subchapters:

- A - Program Administration
- B - Determining Eligibility
- C - Providing Services

The CIHCP rules may be accessed at:

[http://www.dshs.state.tx.us/cihcp/cihcp\\_info.shtm](http://www.dshs.state.tx.us/cihcp/cihcp_info.shtm)

**APPENDIX V  
FEDERAL POVERTY  
GUIDELINES**



**MONTGOMERY COUNTY HOSPITAL  
DISTRICT MEDICAL ASSISTANCE  
PLAN  
INCOME GUIDELINES EFFECTIVE  
04/01/~~2023~~2022  
21- 150% FPIL**

# of Individuals in the MAP Household	Income Standard 21% FPIL	Income Standard 150% FPIL
1	<del>\$255</del> \$238	<del>\$1,823</del> \$1,699
2	<del>\$345</del> \$321	<del>\$2,465</del> \$2,289
3	<del>\$435</del> \$404	<del>\$3,108</del> \$2,879
4	<del>\$525</del> \$486	<del>\$3,750</del> \$3,469
5	<del>\$615</del> \$569	<del>\$4,393</del> \$4,059
6	<del>\$705</del> \$654	<del>\$5,035</del> \$4,649
7	<del>\$795</del> \$734	<del>\$5,678</del> \$5,239
8	<del>\$885</del> \$817	<del>\$6,320</del> \$5,829
9	<del>\$975</del> \$899	<del>\$6,963</del> \$6,419
10	<del>\$1,065</del> \$982	<del>\$7,605</del> \$7,009
11	<del>\$1,155</del> \$1,064	<del>\$8,248</del> \$7,599
12	<del>\$1,245</del> \$1,147	<del>\$8,890</del> \$8,189

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\* Effective April 1, ~~2023~~ 2022

**APPENDIX VI  
AGREEMENT FOR  
ENROLLMENT OF COUNTY  
INMATES INTO  
MONTGOMERY COUNTY  
HOSPITAL DISTRICT'S  
HEALTHCARE ASSISTANCE  
PROGRAM**

State of Texas           §  
                                  §  
County of Montgomery   §

**AGREEMENT FOR ENROLLMENT OF COUNTY INMATES INTO  
MONTGOMERY COUNTY HOSPITAL DISTRICT'S HEALTHCARE ASSISTANCE  
PROGRAM**

This Agreement is made and entered into this ~~the~~ day of March, 2014, by and between the County of Montgomery, a governmental subdivision of the State of Texas, (hereinafter "the County") and the Montgomery County Hospital District, a governmental subdivision of the State of Texas created pursuant to Acts of the 65th Legislature, Regular Session, 1977, Chapter 258, as amended (hereinafter "the MCHD").

**WITNESSETH:**

WHEREAS, the County operates a county jail and provides law enforcement services; and

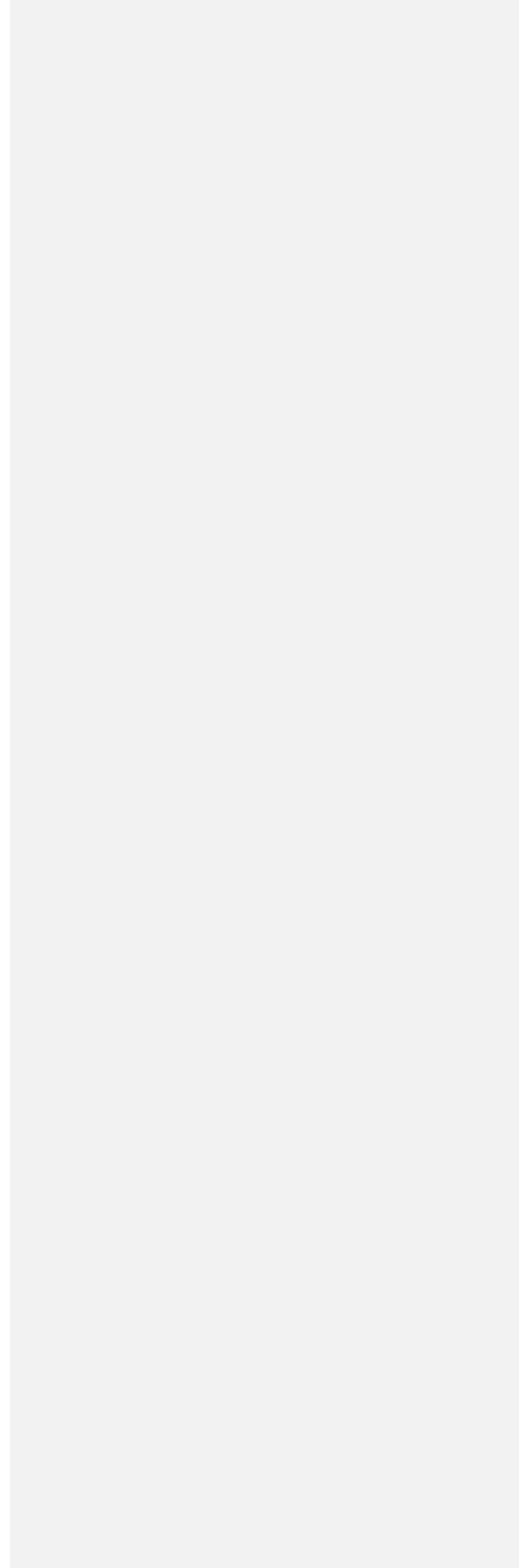
WHEREAS, County jail inmates and detainees have the need for occasional medical treatment beyond that which jail personnel are qualified to administer; and

WHEREAS, many County inmates and detainees at the County jail qualify under the financial and other criteria of the Montgomery County Hospital District Public Assistance Program (hereinafter "Hospital District Public Assistance Program" or sometimes "Program") as indigent persons; and

WHEREAS; the MCHD was created and enacted for the purpose of providing healthcare services to the needy or indigent residents of Montgomery County; and

WHEREAS, the MCHD is the only local governmental entity with the power to levy taxes, issue bonds or other obligations for hospital or health care purposes or for providing medical care for the residents of Montgomery County; and

WHEREAS, providing for the healthcare needs of the citizens in Montgomery County is MCHD's primary mission; and





WHEREAS, the County is authorized to provide minor medical treatment for inmates and the MCHD is authorized to provide the indigent healthcare services for certain inmates as is contemplated by this Agreement; and

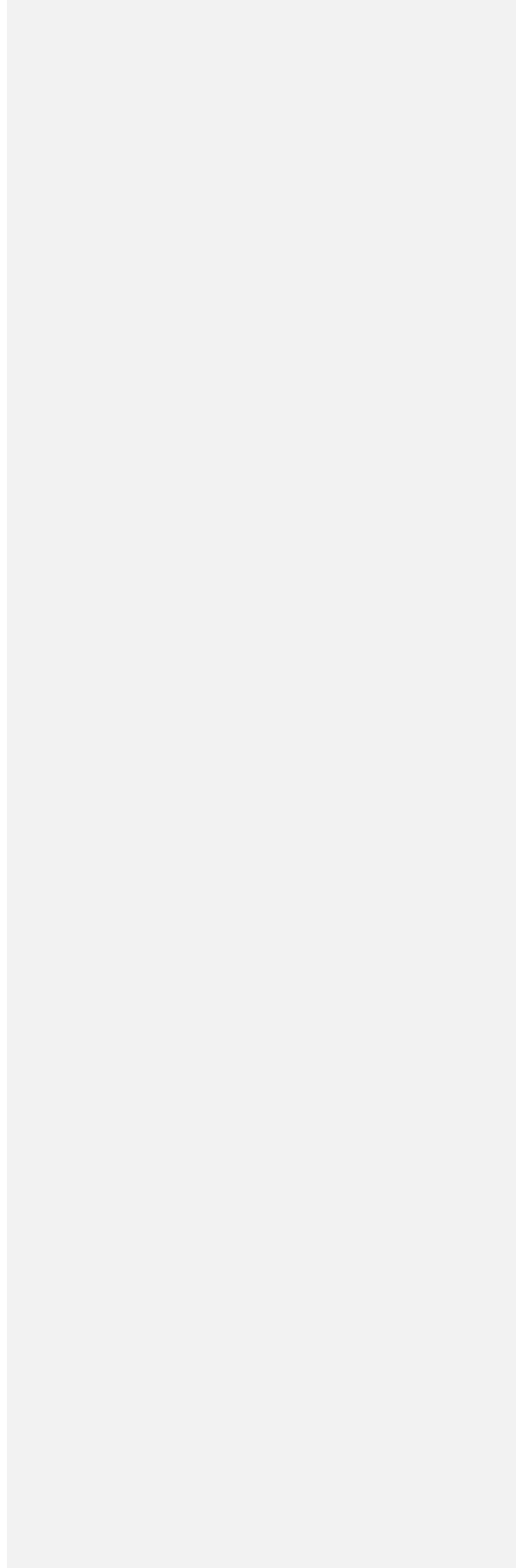
WHEREAS, both the County and the MCHD have budgeted and appropriated sufficient funds which are currently available to carry out their respective obligations contemplated herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, considerations and undertakings herein set forth, it is agreed as follows:

1.  
ENROLLMENT INTO HOSPITAL DISTRICT PUBLIC ASSISTANCE PROGRAM

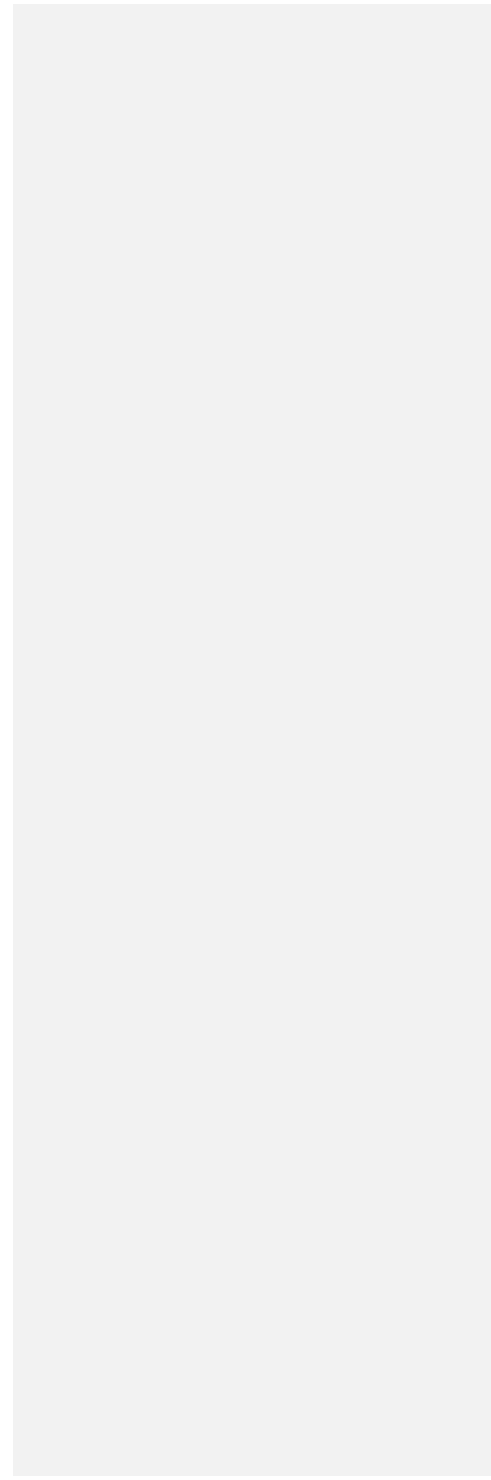
A. *The* County will assist inmates in seeking coverage under the Hospital District Public Assistance Program. County staff shall make available to County inmates such application forms and instructions necessary to seek enrollment in *the* Hospital District Public Assistance Program. Upon completion of such enrollment materials the County will promptly forward such enrollment materials to MCHD for evaluation. Alternatively, County staff may assist potentially eligible inmates with MCHD's online application process for determining eligibility into the Program.

B. Upon receipt of an inmate's enrollment materials from the County, MCHD shall promptly review such materials for purposes of qualifying the inmate for the Hospital District Public Assistance Program. In this regard, MCHD agrees to deem Montgomery County, Texas as the place of residence for any County inmate housed in the Montgomery County jail, regardless of whether the inmate has declared or maintained a residence outside the boundaries of MCHD. Upon obtaining satisfactory proof that the inmate qualifies under the Hospital District Public Assistance Program, MCHD shall enroll such inmate into such



program and place such inmate on its rolls as eligible for healthcare services under such program. MCHD agrees to abide by its criteria and policies regarding eligibility for the Hospital District Public Assistance Program and to not unreasonably withhold approval of an indigent inmate eligible under the program. If MCHD determines that the inmate is covered under another federal, state or local program which affords medical benefits to covered individuals and such benefits are accessible to the inmate, MCHD will promptly advise the County of such fact. As requested by County, MCHD enrollment and eligibility personnel shall reasonably assist County personnel with the application and enrollment materials for inmates seeking enrollment into the Program, including providing periodic training to County staff on matters pertinent to the Program, including the Program policies and rules. However, MCHD shall not be required to assign Program staff member to the jail for purposes of fulfilling its assistance responsibilities.

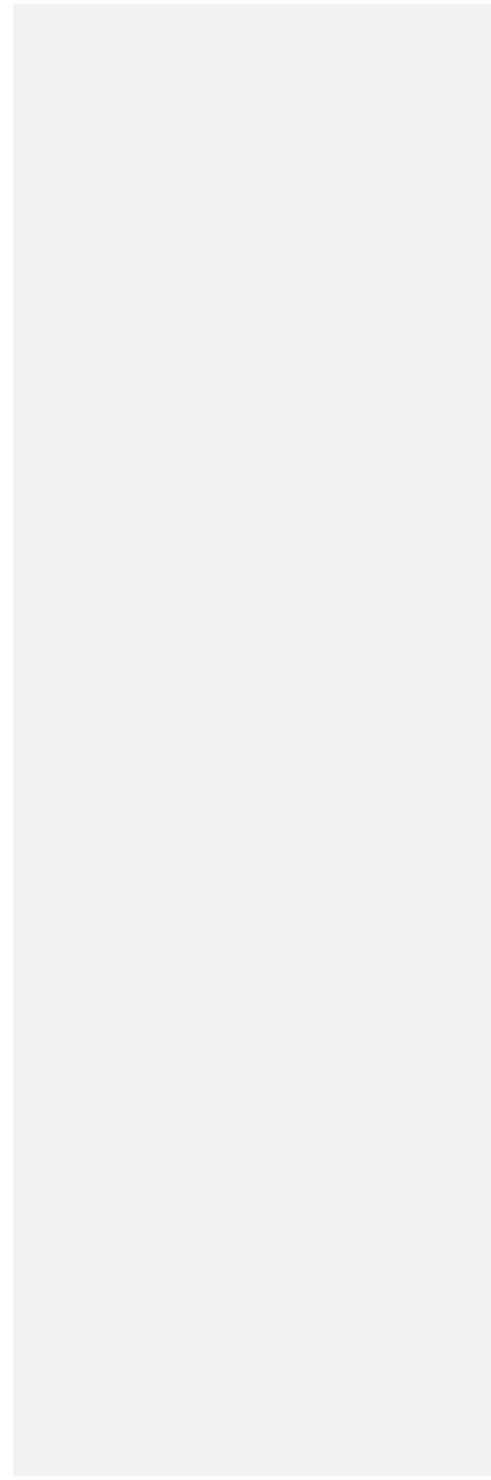
C. MCHD agrees to provide for the health care and medical treatment of Montgomery County jail inmates that are enrolled in the Hospital District's Public Assistance Program, subject to the terms and conditions of such Program except as noted herein. The parties agree that the effective date of coverage under the Hospital District Public Assistance Program for such services is the actual date of enrollment into the program; however, certain health care expenses incurred by an eligible inmate up to ninety (90) days prior to the inmate's enrollment into the Program may be covered under the Program as is set out in the Program rules and guidelines. MCHD and County agree to cooperate in arranging for the provision of the health care services covered by the Program to jail inmates who qualify for such services, including use of MCHD's physician network and contracted healthcare providers as well as MCHD's patient care management protocols administered by MCHD's third-party claims



and benefits manager. The Parties understand and agree that eligible inmates enrolled in the Program will not receive prescription medications or similar prescription services from the Program as the County dispenses such medications at the jail.

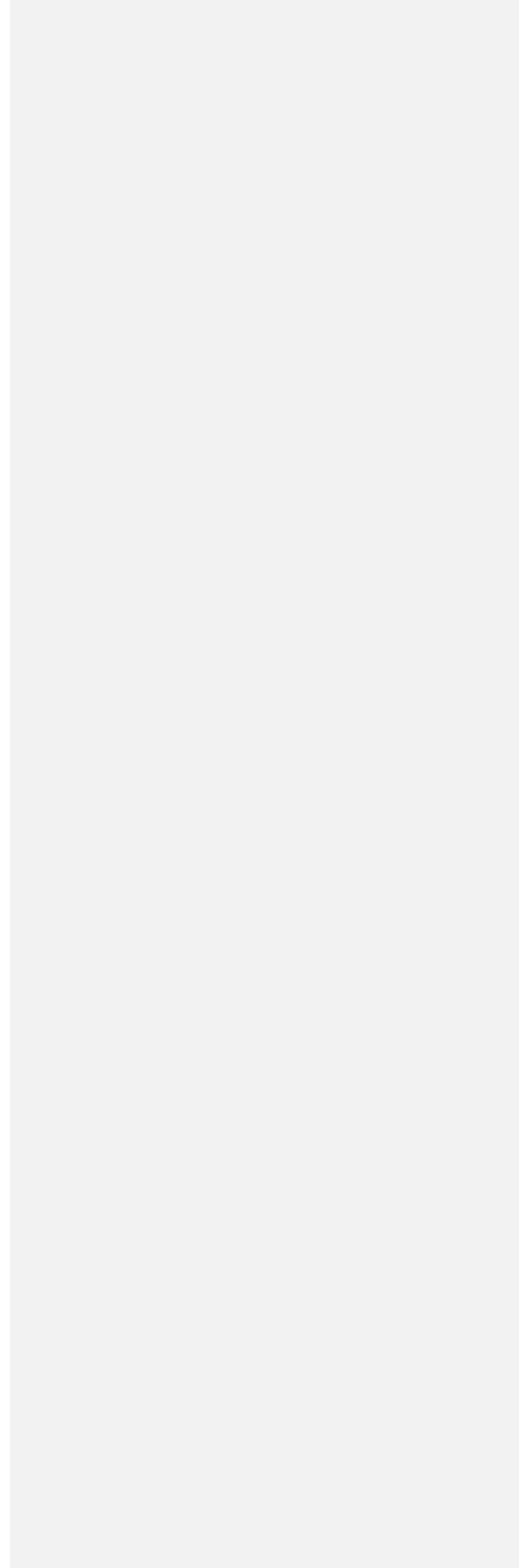
E. If treatment at an out of network provider is medically necessary, the County shall notify MCHD of such need as soon as reasonably possible, not later than the close of business the first day following the incident giving rise to the medical necessity. If treatment is sought at a local healthcare provider within MCHD's patient care network, and the local healthcare provider determines additional treatment is necessary by an out of network provider, then any notice requirements set forth herein shall be the responsibility of the in-network healthcare provider and/or primary care physician, as per existing Hospital District Public Assistance Program guidelines and policies. MCHD shall honor and abide by all of the provisions of its Program and its in-network provider agreements as well as the Indigent Care and Treatment Act, Chapter 61 Texas Health & Safety Code.

F. The County shall remain responsible for medical care and treatment of county inmates who do not qualify for the Hospital District Public Assistance Program. MCHD shall not be responsible for treatment or payment for healthcare services provided to County inmates who are not eligible to participate in Program, or to State or Federal inmates (including INS detainees) incarcerated in the County jail. For purposes of this Agreement, a State or Federal inmate (including INS detainees) is a person incarcerated in the county jail through a contract or other agreement with a state or federal governmental agency, but shall not include a County inmate who is in the County jail, or who has been returned to the County jail while awaiting criminal proceedings on local, state or federal charges, or a combination thereof.



G. The County and MCHD agree that MCHD may deny an inmate's application for enrollment in the Program in the event MCHD determines the inmate's health care needs resulted from conduct or conditions for which the County or its employees would be responsible in a civil action at law, exclusive of any affirmative defenses of governmental and/or official immunity. In such event, County shall remain responsible for the inmate's health care needs. In addition, County agrees to reimburse MCHD for any medical expenses that MCHD incurred or expended on behalf of an indigent inmate or detainee housed at the County jail that resulted from conduct or conditions for which the County or its employees would be responsible in a civil action at law, exclusive of any affirmative defenses of governmental and/or official immunity. Should the County deny responsibility for any such claims, the County Judge, the County Sheriff and the Chief Executive Officer of MCHD shall meet to discuss the facts of such claims and the underlying responsibility therefor. Any agreement(s) reached at such meeting shall be reduced to writing and recommended by such persons to their respective governing boards for approval as necessary. Should the parties be unable to reach agreement as to financial responsibility, the dispute will be submitted to binding arbitration. The prevailing party in such arbitration shall be entitled to recover its reasonable attorneys' fees.

H. The County shall provide prompt written notification to MCHD in the event an enrolled inmate is transferred to another detention facility, or is released from the County jail, so that MCHD may revise its records to delete such inmate from its Program rolls. As used in this paragraph and the following paragraph "prompt written notification" shall be notification as soon as is practicable but in no event after the end of the calendar month in which the inmate is released from jail or transferred to another detention facility.





I. The County and MCHD agree that County will reimburse MCHD for health care expenses incurred by an enrolled inmate after such inmate has been released from jail or transferred to another detention facility if County fails to provide prompt written notification to MCHD of the inmate's release or transfer from the County jail.

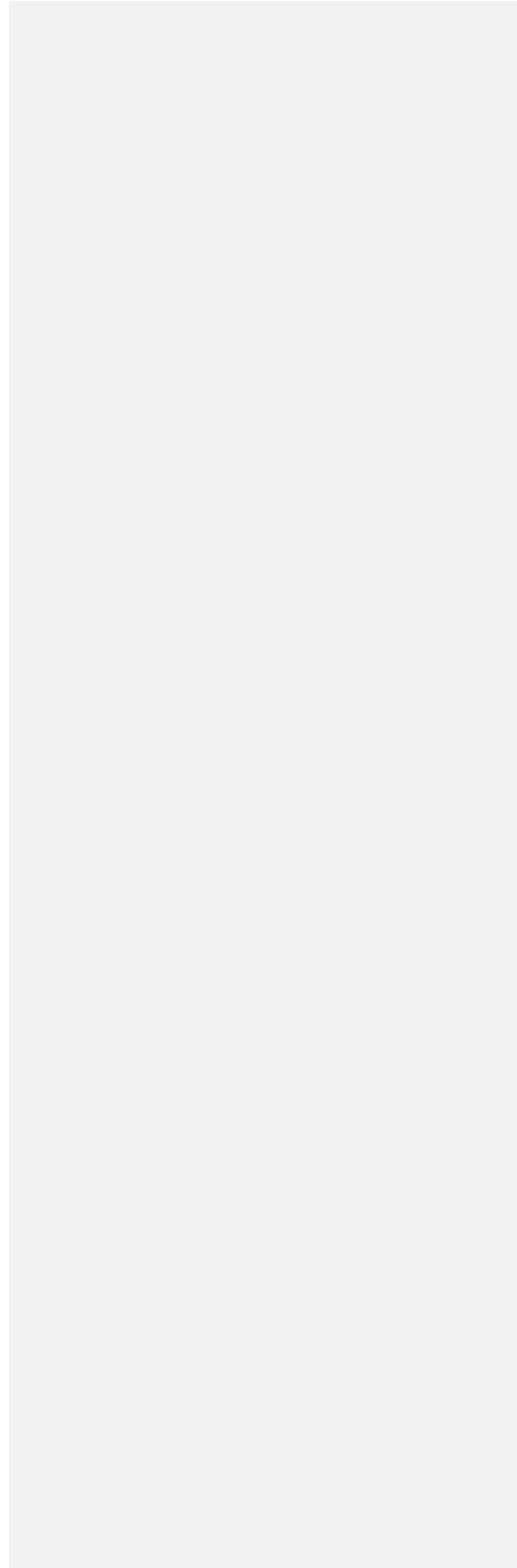
J. In the event any portion of this agreement conflicts with the Texas Health and Safety Code, or the Montgomery County Hospital District enabling legislation, or any other applicable statutory provision, then said statutory provisions shall prevail to the extent of such conflict.

K. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

L. No provision herein nor any obligation created hereunder should be construed to impose any obligation or confer any liability on either party for claims of any non-signatory party. Further, it is expressly agreed by the parties hereto that other than those covenants contained in section 1(F), no provision herein is intended to affect any waiver of liability or immunity from liability to which either party may be entitled by laws affecting governmental entities.

## II. LIABILITY

To the extent allowed by law, it is agreed that the MCHD agrees to indemnify and hold harmless the County for any acts or omissions associated with any medical treatment that the MCHD provides to eligible inmates through its Health Care Assistance Program in accordance with the terms and conditions of this Agreement. The foregoing indemnity



obligation is limited and does not extend to negligent, grossly negligent, reckless or intentional conduct of an enrolled inmate that result in injuries or property damages to the County or to third-parties.

### III. NOTICES

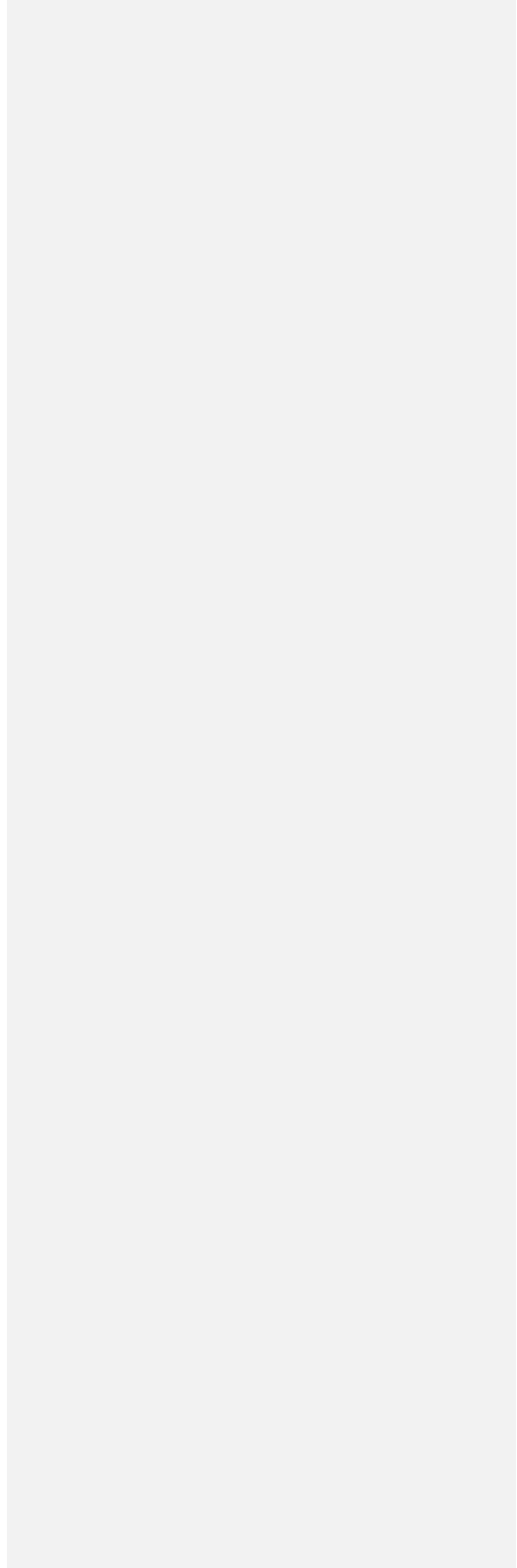
The parties designate the following persons as contact persons for all notices contemplated by this Agreement:

MCHD: Donna Daniel, Records Manager  
P.O. Box478  
Conroe, Texas 77305  
(936) 523-5241  
(936) 539-3450

COUNTY: Tommy Gage, Sheriff  
#1 Criminal Justice Drive  
Conroe, Texas 77301  
(936) 760-5871  
(936) 5387721 (fax)

### IV. TERM

This Agreement shall take effect on the 11th day of March 2014 ("Effective Date") regardless of when executed by the Parties, and shall continue through the 10th day of March, 2015. Thereafter, contingent on the Parties' budgeting and appropriating funds for the continuation of their obligations hereunder, this Agreement shall automatically renew for successive terms of one-year unless terminated by either party in the manner set forth herein. Notwithstanding the foregoing, this Agreement shall be renewed automatically for not more than ten (10) successive terms.



V.  
TERMINATION

This Agreement may be terminated at any time by either party upon thirty (30) days written notice delivered by hand, facsimile or U.S. Certified Mail to the other party of its intention to withdraw. In addition, this Agreement shall automatically terminate should either party fail to appropriate revenues sufficient to perform its obligations hereunder, such termination effective on the first date of the fiscal year of such non-appropriation.

VI.  
APPROPRIATIONS AND CURRENT REVENUES

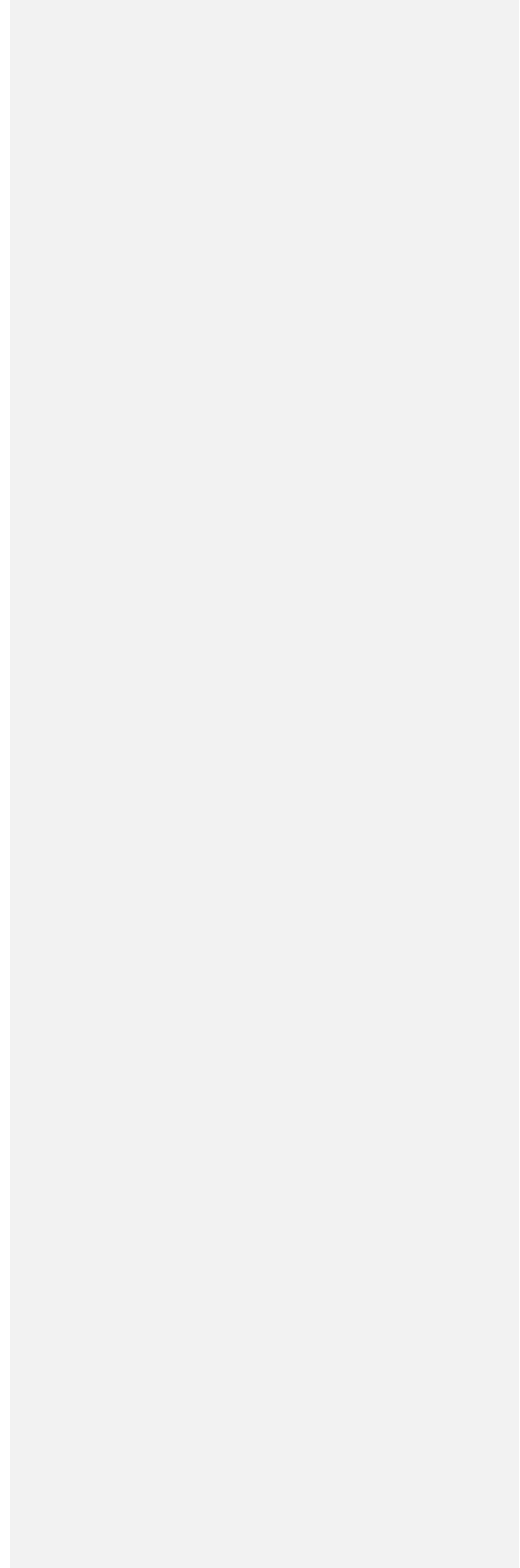
The Parties represent that they have each budgeted and appropriated funds necessary to carry out their respective duties and obligations hereunder for the current fiscal year. For any renewal terms of this Agreement, the Parties shall seek to budget and allocate appropriations in amounts sufficient to continue to carry out their respective obligations as set forth herein.

VII.  
AMENDMENT


This Agreement may be amended only in writing approved by the Parties' respective governing boards.

IN WITNESS WHEREOF, Montgomery County, Texas and the Montgomery County Hospital District have hereunto caused their respective corporate names and seals to be subscribed and affixed by their respective officers, duly authorized.

PASSED AND APPROVED to become effective on the Effective Date.



MONTGOMERY COUNTY HOSPITAL  
DISTRICT

  
By: Randy Johnson, Chief Executive  
Officer

Date: March 25, 2014

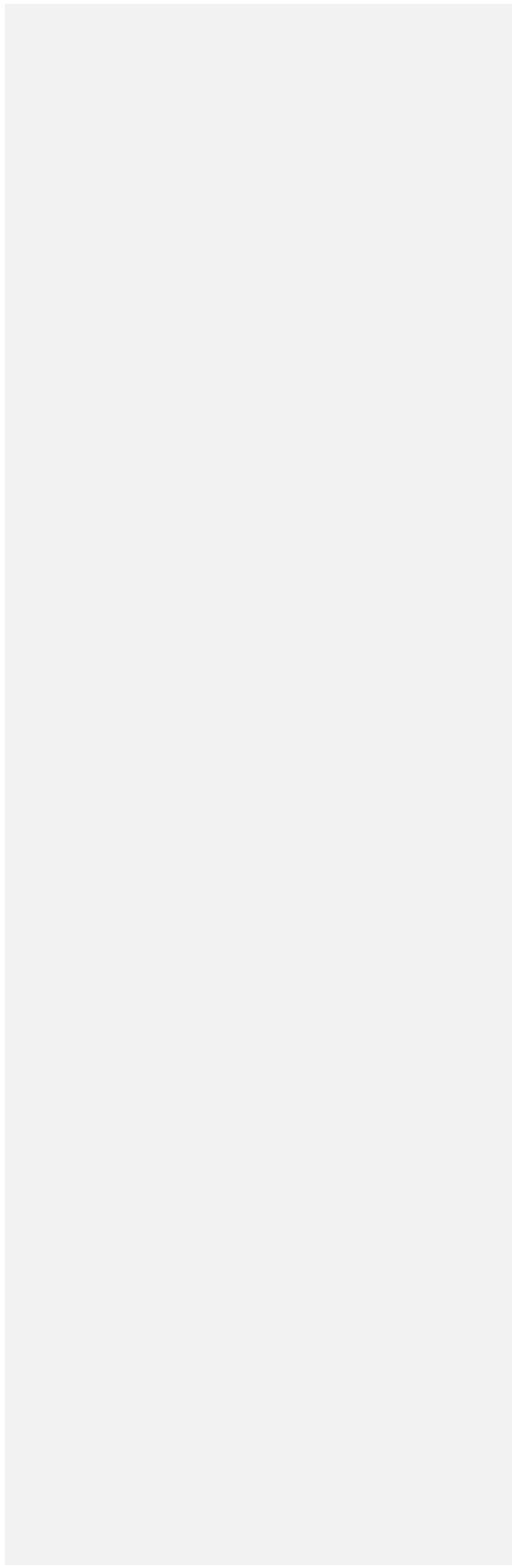
MONTGOMERY COUNTY, TEXAS

\_\_\_\_\_  
By: Alan B. Sadler, County Judge

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

Attest:

\_\_\_\_\_  
Mark Turnbull, County Clerk






MONTGOMERY COUNTY HOSPITAL  
DISTRICT

\_\_\_\_\_  
By: Randy Johnson, Chief Executive  
Officer


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

MONTGOMERY COUNTY, TEXAS

  
\_\_\_\_\_  
By: Alan B. Sadler, County Judge

Date: ---11 MAR 24--20:14:14

Attest:

  
\_\_\_\_\_  
Mark Turnbull, County Clerk

**APPENDIX VII  
MCHD  
HCAP FORMULARY**

APPENDIX VII  
MCHD HCAP FORMULARY  
**MCHD 2021 Preferred Drug List**

This is a condensed version of the US Script, Inc. MCHD Formulary. Please be aware that this is not an all-inclusive list. Changes may occur throughout the year and plan exclusions may override this list. Benefit designs may vary with respect to drug coverage, quantity limits, step therapy, days' supply, and prior authorization. Please contact MCHD HCAP pharmacy benefit personnel at 936-523-5108 or 936-523-5112 if you have any questions.

TAKE THIS LIST WITH YOU EACH TIME YOU VISIT A DOCTOR. ASK  
YOUR DOCTOR FOR GENERIC DRUGS WHENEVER POSSIBLE.

\*\*\* = Prior Authorization Required

<b><u>ANTI-INFECTIVE AGENTS</u></b>	<b>MISC. ANTI-INFECTIVES</b>	<b>ANTHYPERTENSIVE COMBOS</b>	paroxetine
<b>ANTIFUNGALS</b>	clindamycin	amlodipine/ benazepril	sertraline
clotrimazole	doxycycline	atenolol/ chlorthalidone	trazodone
fluconazole	metronidazole	benazepril/ HCTZ	venlafaxine
clotrimazole/betamethasone	minocycline	bisoprolol/ HCTZ	
econazole	nitrofurantoin	captopril/ HCTZ	<b>MIGRAINE AGENTS</b>
ketoconazole	tetracycline	enalapril/ HCTZ	(Quantity Limits May Apply)
nystatin	trimethoprim	fosinopril/ HCTZ	FIORICET® (generic)
terbinafine	trimethoprim/ sulfamethoxazole	lisinopril/ HCTZ	FIORICET/CODEINE® (generic)
nystatin/triamcinolone	vancomycin	losartan/ HCTZ	FIORINAL® (generic)
		methyldopa/ HCTZ	FIORINAL/CODEINE® (generic)
<b>CEPHALOSPORINS</b>	<b>CARDIOVASCULAR AGENTS</b>	metoprolol/ HCTZ	IMITREX® (generic)***
cefaclor	<b>ACE INHIBITORS</b>	trimerterene/ HCTZ	MIDRIN® (generic)
cefadroxil	benazepril		
cefdinir	captopril	<b>BETABLOCKERS</b>	<b>ENDOCRINE &amp;</b>
cefepodoxime	enalapril	atenolol	<b>METABOLIC AGENTS</b>
cefprozil	fosinopril	carvedilol	<b>ANTI-DIABETICS</b>
cefuroxime	lisinopril	labetalol	glimepiride
cephalexin	moexipril	metoprolol	glipizide/ extended-release
	quinapril	nadolol	glipizide/ metformin
<b>FLUOROQUINOLONES</b>	ramipril capsules	propranolol	glyburide
ciprofloxacin			glyburide/ metformin
ofloxacin	<b>ANGIOTENSIN II BLOCKERS</b>	<b>CALCIUM CHANNEL BLOCKERS</b>	metformin/ extended-release
levofloxacin	losartan	amlodipine	
		diltiazem/ extended-release	<b>ESTROGENS M</b>
<b>ACROLIDE ANTIBIOTICS</b>	<b>ANTI-ADRENERGICS</b>	felodipine	estradiol
azithromycin	clonidine	nifedipine/ extended-release	estradiol cypionate
clarithromycin	doxazosin	verapamil/ extended-release	estradiol/ norethindrone
erythromycin	terazosin		estradiol transdermal system
		<b>CENTRAL NERVOUS SYSTEM AGENTS</b>	ESTRATEST® (generic)
<b>PENICILLINS</b>	<b>ANTIHYPERLIPIDEMICS</b>	<b>ANTIDEPRESSANTS</b>	ESTRATEST HS® (generic)
amoxicillin	cholestyramine	amitriptyline	
amoxicillin/ clavulanate	fenofibrate	citalopram	estropipate
ampicillin	gemfibrozil	fluoxetine	<b>THYROID AGENTS</b>

APPENDIX VII  
MCHD HCAP FORMULARY

dicloxacillin	lovastatin	imipramine	levothyroxine
penicillin	pravastatin	mirtazapine	ARMOUR THYROID ®
simvastatin		nortriptyline	

**INSULINS**

HUMULIN ® \*\*\*  
LANTUS ® \*\*\*  
LEVEMIR ® \*\*\*  
NOVOLIN ® \*\*\*  
NOVOLOG ® \*\*\*

**OTHER ENDOCRINE DRUGS**

alendronate

**GASTROINTESTINAL**

**AGENTS**

**H-2 ANTAGONISTS**

famotidine  
ranitidine

**PROTON PUMP INHIBITORS**

(\*\*Prior Authorization Required-Must try/  
fail OTC product prior to prescription  
product coverage)  
omeprazole  
pantoprazole

**MISC. ULCER**

dicyclomine  
misoprostol  
sucralfate  
PREVPAC® \*\*\*

**MUSCULOSKELETAL**  
**AGENTS**

**NSAIDS**

diclofenac  
etodolac  
ibuprofen  
indomethacin  
ketorolac  
meloxicam  
nabumetone  
naproxen  
oxaprozin

**ANTI ASTHMATICS**

albuterol nebulization  
albuterol/ ipratropium neb  
ipratropium nebulization  
theophylline

\*\*\*The following respiratory  
medications are available  
only with prior authorization.

ADVAIR® \*\*\*  
ATROVENT® HFA \*\*\*

COMBIVENT® \*\*\*

piroxicam sulindac

**RESPIRATORY AGENTS ALLERGY-NASAL** flunisolide

fluticasone

APPENDIX VII  
MCHD HCAP FORMULARY

FLOVENT® HFA\*\*\*

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\*\*\* VENTOLIN® HFA

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**UROLOGICAL MEDICATIONS**

**ANTICHOLINERGICS/**

**ANTISPASMODICS**

flavoxate

hyoscyamine sublingual

oxybutynin

**BENIGN PROSTATIC**

**HYPERTROPHY DRUGS**

doxazosin

finasteride

tamsulosin

terazosin

APPENDIX VII  
MCHD HCAP FORMULARY

# AGENDA ITEM # 18

Board Mtg: 04/25/23

Consider and act on Healthcare Assistance Program claims from Non-Medicaid 1115 Waiver providers. (Mrs. Wagner, Chair-Indigent Care Committee)

## Montgomery County Hospital District Summary of Claims Processed For the Period 02/01/2023 to 03/29/2023

<b>Disbursement Date</b>	<b>Board Reviewed</b>	<b>Payments Made to All Other Vendors (Non-UPL)</b>	
<b>February</b>			
February 1, 2023	Yes	\$	55,115.48
February 8, 2023	Yes	\$	37,514.74
February 15, 2023	Yes	\$	23,701.66
February 22, 2023	Yes	\$	76,142.27
<b>Total February Payments - MTD</b>		<b>\$</b>	<b>192,474.15</b>
<b>Monthly Budget - February 2023</b>		<b>\$</b>	<b>218,948.00</b>
<b>March</b>			
March 1, 2023	No	\$	50,938.64
March 8, 2023	No	\$	56,825.21
March 15, 2023	No	\$	9,719.14
March 22, 2023	No	\$	46,920.80
March 29, 2023	No	\$	80,146.65
<b>Total March Payments - MTD</b>		<b>\$</b>	<b>244,550.44</b>
<b>Monthly Budget - March 2023</b>		<b>\$</b>	<b>218,948.00</b>

Note: Payments made may differ from the amounts shown in the financial statements due to accruals and/or other adjustments.

## AGENDA ITEM # 19

Board Mtg: 04/25/23

Consider and act on ratification of voluntary contributions for uncompensated care to the Medicaid 1115 Waiver program of Healthcare Assistance Program claims. (Mrs. Wagner, Chair – Indigent Care Committee)

### Montgomery County Hospital District Summary of Claims Processed For the Period 04/01/23 through 04/30/23

<u>Disbursement Date</u>	<u>Value of Services Provided by HCA and Affiliated Providers</u>
<u>April</u>	
April Voluntary Contribution for Medicaid 1115 Waiver Program	\$ 206,933.00
Budgeted Amount April 2023	\$ 206,933.00
Over / (Under) Budget	\$ -



# AGENDA ITEM #20

Board Mtg.: April 25, 2023

## Montgomery County Hospital District Financial Dashboard for March 2023 (dollars expressed in 000's)

	Mar 2023	Mar 2022	Var	Var %
Cash and Investments	65,854	62,119	3,735	6.0%

Legend	
Green	Favorable Variance
Red	Unfavorable Variance

Income Statement	March 2023				Year to Date			
	Act	Bud	Var	Var %	Act	Bud	Var	Var %
Revenue								
Tax Revenue	483	685	(202)	-29.5%	40,863	41,439	(576)	-1.4%
EMS Net Revenue	2,118	1,607	511	31.8%	11,096	9,440	1,656	17.5%
Other Revenue	567	403	164	40.7%	2,800	2,391	409	17.1%
Total Revenue	3,169	2,696	473	17.5%	54,760	53,271	1,489	2.8%
Expenses								
Payroll	3,687	3,614	73	2.0%	21,720	21,197	523	2.5%
Operating	1,142	1,266	(124)	-9.8%	6,874	8,044	(1,170)	-14.5%
Indigent Healthcare	402	425	(23)	-5.4%	2,385	2,555	(170)	-6.7%
Total Operating Expenses	5,231	5,305	(74)	-1.4%	30,979	31,796	(817)	-2.6%
Capital	301	301	0	0.0%	1,598	1,652	(54)	-3.3%
Total Expenditures	5,533	5,608	(75)	-1.3%	32,578	33,450	(872)	-2.6%
Revenue Over / (Under) Expenses	(2,363)	(2,911)	548	-18.8%	22,182	19,820	2,362	11.9%

Total Tax Revenue: Year-to-date, Total Tax Revenue is \$576k or 1.4% under budget. Of annual budgeted tax revenue, 95.4% has been collected. Delayed valuation protests are negatively impacting tax revenue. The monthly Tax Revenue budget is allocated based on a rolling three-year collection average

EMS Net Revenue: Year-to-date, EMS Revenue is \$1.65M more than budget. Year-to-date, Billable Trips per Day are 12.3% greater than expected. In addition, the service mix has shifted to include more Advanced Life Support trips as a percent of all billable trips than expected; thus, increasing net revenue

Payroll: Overall, Payroll Expenses are \$523k higher than budget. Year-to-date, wages and healthcare expenses are \$318k and \$189k more than budget, respectively.

Operating Expenses: Operating Expenses are under budget by \$1.17M primarily due to Election Expenses budgeted to be \$375k not being billed yet, Fuel - Auto being \$155k under budget, and Computer Software being \$126k under budget due to timing. Several other accounts combine to create the remaining variance.

Indigent Care Expenses: Indigent Care Expenses are under budget by \$170k.

Capital: Capital Expenditures are under budget by \$54k mainly due to paying down the auto lease for Shop 621 with proceeds from the sale of the vehicle it replaced and a change in the discount rate for the lease of Station 33.

# Montgomery County Hospital District

## Balance Sheet

As of 03/31/2023

**Fund 10**  
**03/31/2023**

### ASSETS

#### Cash and Equivalents

10-000-10100	Petty Cash-Adm.-BS	\$1,850.00
10-000-11401	Operating Account-WF-BS	\$2,935,243.54
10-000-12500	Investments-MMDA-BS	\$10,412,835.78
10-000-13100	Texpool-District-BS	\$6,869,947.43
10-000-13300	Investments-WF Bank-BS	\$13,288,133.18
10-000-13400	Texstar Investment Pool-BS	\$6,856,464.60
10-000-13500	Investments-BS	\$25,489,956.03

Total Cash and Equivalents \$65,854,430.56

#### Receivables

10-000-14100	A/R-EMS Billings-BS	\$10,742,156.04
10-000-14200	Allowance for Bad Debts-BS	(\$3,558,474.92)
10-000-14300	A/R-Other-BS	\$623,568.59
10-000-14305	A/R Employee-BS	\$5,142.56
10-000-14450	Capital Lease Receivable-BS	\$2,011,662.48
10-000-14525	Receivable from Component Unit-BS	\$158,687.33
10-000-14605	Interest Receivable - Capital Lease-BS	\$8,198.55
10-000-14700	Taxes Receivable-BS	\$2,585,975.76
10-000-14750	Allowance for bad debt-tax rev-BS	(\$318,735.67)

Total Receivables \$12,258,180.72

#### Other Assets

10-000-14900	Prepaid Expenses-BS	\$298,150.70
10-000-15000	Inventory-BS	\$907,114.28

Total Other Assets \$1,205,264.98

### TOTAL ASSETS

**\$79,317,876.26**

### LIABILITIES

#### Current Liabilities

10-000-20500	Accounts Payable-BS	\$178,559.57
10-000-20600	Accounts Payable-Other-BS	\$2,234.21
10-000-21000	Accrued Expenditures-BS	\$1,550,742.18
10-000-21400	Accrued Payroll-BS	\$558,346.90
10-000-21525	P/R-United Way Deductions-BS	\$6,197.06
10-000-21585	P/R-Flexible Spending-BS-BS	\$13,980.94
10-000-21590	P/R-Premium Cancer/Accident-BS	(\$10.03)
10-000-21595	P/R-Health Savings-BS-BS	\$9,056.07
10-000-21600	Employee Deferred Comp.-BS	\$10,791.20
10-000-21650	TCDRS Defined Benefit Plan-BS	\$655,891.04

Total Current Liabilities \$2,985,789.14

#### Deferred Liabilities

10-000-23000	Deferred Tax Revenue-BS	\$2,267,240.09
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# Montgomery County Hospital District

## Balance Sheet

As of 03/31/2023

		<b>Fund 10</b>
		<b>03/31/2023</b>
10-000-23200	Deferred Revenue-BS	\$213,977.47
10-000-23300	Deferred Capital Lease Revenue-BS	\$1,934,730.34
Total Deferred Liabilities		\$4,415,947.90
TOTAL LIABILITIES		\$7,401,737.04
<b>CAPITAL</b>		
10-000-30225	Assigned - Open Purchase Orders-BS	\$4,419,564.12
10-000-30400	Nonspendable - Inventory-BS	\$907,114.28
10-000-30700	Nonspendable - Prepaids-BS	\$298,150.70
10-000-32001	Committed - Uncompensated Care-BS	\$7,500,000.00
10-000-32002	Committed - Capital Replacement-BS	\$1,900,000.00
10-000-32003	Committed - Capital Maintenance-BS	\$100,000.00
10-000-32004	Committed - Catastrophic Events-BS	\$5,000,000.00
10-000-39000	Unassigned Fund Balance-MCHD-BS	\$51,791,310.12
TOTAL CAPITAL		\$71,916,139.22
<b>TOTAL LIABILITIES AND CAPITAL</b>		<b>\$79,317,876.26</b>

**Montgomery County Hospital District**  
**Preliminary Income Statement - Actual vs. Budget**  
For the Period Ended 03/31/2023

	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Current Month Variance</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>YTD Variance</b>	<b>Total Annual Budget</b>	<b>%YTD Annual Budget</b>	<b>Annual Budget Remaining</b>
<b>Revenue</b>									
Tax Revenue									
Tax Revenue	\$435,971.01	\$574,224.00	(\$138,252.99)	\$40,604,860.41	\$40,942,206.00	(\$337,345.59)	\$41,961,765.00	96.77%	\$1,356,904.59
Delinquent Tax Revenue	(\$9,878.27)	\$49,089.00	(\$58,967.27)	\$84,570.96	\$300,362.00	(\$215,791.04)	\$471,835.00	17.92%	\$387,264.04
Penalties and Interest	\$57,779.92	\$62,423.00	(\$4,643.08)	\$159,758.73	\$170,436.00	(\$10,677.27)	\$377,260.00	42.35%	\$217,501.27
Miscellaneous Tax Revenue	\$0.00	\$0.00	\$0.00	\$14,508.36	\$26,589.00	(\$12,080.64)	\$26,589.00	54.57%	\$12,080.64
<b>Total Tax Revenue</b>	<b>\$483,872.66</b>	<b>\$685,736.00</b>	<b>(\$201,863.34)</b>	<b>\$40,863,698.46</b>	<b>\$41,439,593.00</b>	<b>(\$575,894.54)</b>	<b>\$42,837,449.00</b>	<b>95.39%</b>	<b>\$1,973,750.54</b>
EMS Net Revenue									
Advanced Life Support Revenue	\$4,290,309.38	\$3,160,549.00	\$1,129,760.38	\$23,656,568.97	\$18,555,482.00	\$5,101,086.97	\$37,212,917.00	63.57%	\$13,556,348.03
Basic Life Support Revenue	\$619,194.66	\$621,401.00	(\$2,206.34)	\$3,781,188.24	\$3,648,226.00	\$132,962.24	\$7,316,497.00	51.68%	\$3,535,308.76
Transfer Service Fees	\$1,640.13	\$3,950.00	(\$2,309.87)	\$14,172.05	\$23,191.00	(\$9,018.95)	\$46,513.00	30.47%	\$32,340.95
Non-Transport Fees	\$32,605.77	\$33,324.00	(\$718.23)	\$177,518.01	\$195,646.00	(\$18,127.99)	\$392,369.00	45.24%	\$214,850.99
Contractual Allowance	(\$1,709,522.71)	(\$1,241,248.00)	(\$468,274.71)	(\$9,499,379.34)	(\$7,287,328.00)	(\$2,212,051.34)	(\$14,614,698.00)	65.00%	(\$5,115,318.66)
Charity Care	(\$759,616.62)	(\$725,653.00)	(\$33,963.62)	(\$5,342,080.22)	(\$4,260,284.00)	(\$1,081,796.22)	(\$8,543,974.00)	62.52%	(\$3,201,893.78)
Provision for Bad Debt	(\$368,367.81)	(\$267,346.00)	(\$101,021.81)	(\$1,737,122.00)	(\$1,569,578.00)	(\$167,544.00)	(\$3,147,778.00)	55.19%	(\$1,410,656.00)
Recovery of Bad Debt - EMS	\$12,084.94	\$22,940.00	(\$10,855.06)	\$45,600.74	\$134,680.00	(\$89,079.26)	\$270,096.00	16.88%	\$224,495.26
<b>Total EMS Net Revenue</b>	<b>\$2,118,327.74</b>	<b>\$1,607,917.00</b>	<b>\$510,410.74</b>	<b>\$11,096,466.45</b>	<b>\$9,440,035.00</b>	<b>\$1,656,431.45</b>	<b>\$18,931,942.00</b>	<b>58.61%</b>	<b>\$7,835,475.55</b>
Other Revenue									
Investment Income - MCHD	\$241,258.14	\$30,000.00	\$211,258.14	\$973,261.99	\$180,000.00	\$793,261.99	\$360,000.00	270.35%	(\$613,261.99)
Interest Income	\$604.88	\$538.00	\$66.88	\$13,238.13	\$3,400.00	\$9,838.13	\$6,386.00	207.30%	(\$6,852.13)
Interest Income - Capital Lease	\$5,405.92	\$6,298.00	(\$892.08)	\$32,505.74	\$44,921.00	(\$12,415.26)	\$84,130.00	38.64%	\$51,624.26
Tobacco Settlement Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700,000.00	0.00%	\$700,000.00
Weyland Bldg. Land Lease	\$2,150.11	\$2,150.00	\$0.11	\$12,900.68	\$12,900.00	\$0.68	\$25,800.00	50.00%	\$12,899.32
Miscellaneous Income	\$4,828.81	\$5,600.00	(\$771.19)	\$64,469.38	\$37,865.00	\$26,604.38	\$201,706.00	31.96%	\$137,236.62
Rx Discount Card Royalties	\$0.00	\$25.00	(\$25.00)	(\$161.25)	\$150.00	(\$311.25)	\$300.00	(53.75%)	\$461.25
Proceeds from Capital Lease	\$0.00	\$0.00	\$0.00	\$122,021.99	\$180,762.00	(\$58,740.01)	\$818,476.00	14.91%	\$696,454.01
Tenant Rent Income	\$9,298.42	\$7,821.00	\$1,477.42	\$55,790.52	\$40,953.00	\$14,837.52	\$88,229.00	63.23%	\$32,438.48
P.A. Processing Fees	\$5.00	\$20.00	(\$15.00)	\$5.00	\$120.00	(\$115.00)	\$240.00	2.08%	\$235.00
Contract Revenue (Net)	\$5,756.84	\$6,238.00	(\$481.16)	\$147,561.60	\$160,641.00	(\$13,079.40)	\$241,367.00	61.14%	\$93,805.40

# Montgomery County Hospital District

## Preliminary Income Statement - Actual vs. Budget

For the Period Ended 03/31/2023

	Current Month Actual	Current Month Budget	Current Month Variance	YTD Actual	YTD Budget	YTD Variance	Total Annual Budget	%YTD Annual Budget	Annual Budget Remaining
1115 Waiver - Paramedicine	\$0.00	\$55,000.00	(\$55,000.00)	\$0.00	\$330,000.00	(\$330,000.00)	\$660,000.00	0.00%	\$660,000.00
Education/Training Revenue	\$75,633.69	\$60,500.00	\$15,133.69	\$260,250.66	\$223,500.00	\$36,750.66	\$312,000.00	83.41%	\$51,749.34
Stand-By Fees	\$7,062.50	\$6,708.00	\$354.50	\$40,162.50	\$44,789.00	(\$4,626.50)	\$79,975.00	50.22%	\$39,812.50
EMS - Trauma Fund Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0.00%	\$30,000.00
Ambulance Supplemental Payment Program	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	0.00%	\$1,000,000.00
Management Fee Revenue	\$8,333.33	\$8,333.00	\$0.33	\$49,999.98	\$49,998.00	\$1.98	\$99,996.00	50.00%	\$49,996.02
Employee Medical Premiums	\$154,803.79	\$164,094.00	(\$9,290.21)	\$656,201.42	\$711,074.00	(\$54,872.58)	\$1,422,148.00	46.14%	\$765,946.58
Dispatch Fees	\$7,767.00	\$7,361.00	\$406.00	\$53,049.00	\$51,600.00	\$1,449.00	\$232,820.00	22.79%	\$179,771.00
MDC Revenue - First Responders	\$0.00	\$400.00	(\$400.00)	\$83,315.10	\$83,750.00	(\$434.90)	\$90,150.00	92.42%	\$6,834.90
Inter Local 800 Mhz	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$180,000.00	0.00%	\$180,000.00
VHF Project Revenue	\$10,400.30	\$10,400.00	\$0.30	\$62,229.88	\$62,230.00	(\$0.12)	\$124,875.00	49.83%	\$62,645.12
Tower Contract Revenue	\$25,476.72	\$25,846.00	(\$369.28)	\$153,006.33	\$154,735.00	(\$1,728.67)	\$311,108.00	49.18%	\$158,101.67
Gain/Loss on Sale of Assets	\$8,720.00	\$6,000.00	\$2,720.00	\$20,640.00	\$18,000.00	\$2,640.00	\$48,000.00	43.00%	\$27,360.00
Total Other Revenue	\$567,505.45	\$403,332.00	\$164,173.45	\$2,800,448.65	\$2,391,388.00	\$409,060.65	\$7,117,706.00	39.34%	\$4,317,257.35
<b>Total Revenues</b>	<b>\$3,169,705.85</b>	<b>\$2,696,985.00</b>	<b>\$472,720.85</b>	<b>\$54,760,613.56</b>	<b>\$53,271,016.00</b>	<b>\$1,489,597.56</b>	<b>\$68,887,097.00</b>	<b>79.49%</b>	<b>\$14,126,483.44</b>
<b>Expenses</b>									
Payroll Expenses									
Regular Pay	\$2,244,668.32	\$2,212,033.00	\$32,635.32	\$12,357,479.54	\$12,540,759.00	(\$183,279.46)	\$25,385,114.00	48.68%	\$13,027,634.46
Overtime Pay	\$218,472.94	\$141,601.00	\$76,871.94	\$1,422,105.38	\$931,184.00	\$490,921.38	\$1,879,785.00	75.65%	\$457,679.62
Paid Time Off	\$224,586.14	\$237,368.00	(\$12,781.86)	\$1,490,506.17	\$1,538,899.00	(\$48,392.83)	\$3,210,935.00	46.42%	\$1,720,428.83
Stipend Pay	\$22,063.50	\$11,727.00	\$10,336.50	\$129,356.61	\$70,362.00	\$58,994.61	\$140,724.00	91.92%	\$11,367.39
Payroll Taxes	\$196,959.91	\$192,599.00	\$4,360.91	\$1,105,250.19	\$1,108,010.00	(\$2,759.81)	\$2,250,795.00	49.10%	\$1,145,544.81
TCDRS Plan	\$255,202.52	\$247,259.00	\$7,943.52	\$1,443,303.03	\$1,424,373.00	\$18,930.03	\$2,895,548.00	49.85%	\$1,452,244.97
Health & Dental	\$47,190.30	\$56,740.00	(\$9,549.70)	\$481,443.41	\$490,440.00	(\$8,996.59)	\$830,878.00	57.94%	\$349,434.59
Health Insurance Claims	\$420,981.90	\$431,155.00	(\$10,173.10)	\$2,917,815.80	\$2,586,930.00	\$330,885.80	\$5,173,859.00	56.40%	\$2,256,043.20
Health Insurance Admin Fees	\$57,219.31	\$84,383.00	(\$27,163.69)	\$373,209.87	\$506,298.00	(\$133,088.13)	\$1,012,596.00	36.86%	\$639,386.13
Total Payroll Expenses	\$3,687,344.84	\$3,614,865.00	\$72,479.84	\$21,720,470.00	\$21,197,255.00	\$523,215.00	\$42,780,234.00	50.77%	\$21,059,764.00

# Montgomery County Hospital District

## Preliminary Income Statement - Actual vs. Budget

For the Period Ended 03/31/2023

	Current Month Actual	Current Month Budget	Current Month Variance	YTD Actual	YTD Budget	YTD Variance	Total Annual Budget	%YTD Annual Budget	Annual Budget Remaining
Operating Expenses									
Unemployment Expense	\$1,500.00	\$1,500.00	\$0.00	\$4,910.81	\$9,000.00	(\$4,089.19)	\$18,000.00	27.28%	\$13,089.19
Accident Repair	\$200.00	\$200.00	\$0.00	\$20,331.37	\$20,350.00	(\$18.63)	\$40,000.00	50.83%	\$19,668.63
Accounting/Auditing Fees	\$23,100.00	\$23,100.00	\$0.00	\$38,600.00	\$38,600.00	\$0.00	\$48,600.00	79.42%	\$10,000.00
Advertising	\$1,249.00	\$700.00	\$549.00	\$1,352.50	\$8,175.00	(\$6,822.50)	\$18,450.00	7.33%	\$17,097.50
Credit Card Processing Fee	\$1,615.22	\$3,810.00	(\$2,194.78)	\$13,930.91	\$19,890.00	(\$5,959.09)	\$41,945.00	33.21%	\$28,014.09
Bio-Waste Removal	\$3,449.80	\$3,461.00	(\$11.20)	\$20,553.38	\$19,766.00	\$787.38	\$39,532.00	51.99%	\$18,978.62
Books/Materials	\$16,869.80	\$30,007.00	(\$13,137.20)	\$64,149.41	\$131,864.00	(\$67,714.59)	\$259,275.00	24.74%	\$195,125.59
Business Licenses	\$4,459.00	\$5,780.00	(\$1,321.00)	\$14,805.21	\$18,334.00	(\$3,528.79)	\$38,603.00	38.35%	\$23,797.79
Capital Lease Expense	\$8,895.92	\$11,499.00	(\$2,603.08)	\$65,981.42	\$68,716.00	(\$2,734.58)	\$472,897.00	13.95%	\$406,915.58
Capital Lease Interest Expense	\$3,883.74	\$4,098.00	(\$214.26)	\$22,461.33	\$23,999.00	(\$1,537.67)	\$48,586.00	46.23%	\$26,124.67
Collection Fees	(\$1,250.30)	\$3,495.00	(\$4,745.30)	\$14,513.54	\$20,130.00	(\$5,616.46)	\$41,100.00	35.31%	\$26,586.46
Community Education	\$266.19	\$660.00	(\$393.81)	\$266.19	\$4,840.00	(\$4,573.81)	\$11,700.00	2.28%	\$11,433.81
Computer Maintenance	\$2,463.70	\$2,500.00	(\$36.30)	\$349,172.84	\$386,200.00	(\$37,027.16)	\$522,650.00	66.81%	\$173,477.16
Computer Software	\$44,878.02	\$60,310.00	(\$15,431.98)	\$500,125.60	\$625,648.00	(\$125,522.40)	\$1,161,978.00	43.04%	\$661,852.40
Computer Software - MDC First Responder	\$606.09	\$400.00	\$206.09	\$33,997.30	\$35,700.00	(\$1,702.70)	\$43,100.00	78.88%	\$9,102.70
Computer Supplies/Non-Cap.	\$4,323.39	\$5,300.00	(\$976.61)	\$24,922.16	\$28,694.00	(\$3,771.84)	\$45,594.00	54.66%	\$20,671.84
Conferences - Fees, Travel, & Meals	(\$2.75)	\$4,775.00	(\$4,777.75)	\$43,174.34	\$76,502.00	(\$33,327.66)	\$186,781.00	23.12%	\$143,606.66
Contractual Obligations- County Appraisal	\$81,607.88	\$75,000.00	\$6,607.88	\$152,841.82	\$150,000.00	\$2,841.82	\$300,000.00	50.95%	\$147,158.18
Contractual Obligations- Tax Collector Assess	\$74.90	\$0.00	\$74.90	\$118,519.16	\$117,534.00	\$985.16	\$117,534.00	100.84%	(\$985.16)
Contractual Obligations- Other	\$16,818.16	\$24,476.00	(\$7,657.84)	\$128,241.45	\$133,199.00	(\$4,957.55)	\$275,860.00	46.49%	\$147,618.55
Customer Property Damage	\$735.64	\$820.00	(\$84.36)	\$6,219.52	\$6,596.00	(\$376.48)	\$12,840.00	48.44%	\$6,620.48
Customer Relations	\$5,584.00	\$6,417.00	(\$833.00)	\$33,353.35	\$38,829.00	(\$5,475.65)	\$78,600.00	42.43%	\$45,246.65
Damages/Uninsured Portion	\$0.00	\$0.00	\$0.00	\$4,115.55	\$0.00	\$4,115.55	\$0.00	0.00%	(\$4,115.55)
Disposable Linen	\$6,073.53	\$7,152.00	(\$1,078.47)	\$33,846.94	\$33,912.00	(\$65.06)	\$61,824.00	54.75%	\$27,977.06
Disposable Medical Supplies	\$121,390.00	\$141,652.00	(\$20,262.00)	\$624,467.44	\$707,422.00	(\$82,954.56)	\$1,487,441.00	41.98%	\$862,973.56
Drug Supplies	\$20,323.21	\$27,015.00	(\$6,691.79)	\$171,231.74	\$182,839.00	(\$11,607.26)	\$436,398.00	39.24%	\$265,166.26
Dues/Subscriptions	\$1,638.93	\$6,059.00	(\$4,420.07)	\$47,828.88	\$55,896.00	(\$8,067.12)	\$70,817.00	67.54%	\$22,988.12
Durable Medical Equipment	\$26,815.66	\$33,732.00	(\$6,916.34)	\$125,354.28	\$197,191.00	(\$71,836.72)	\$399,583.00	31.37%	\$274,228.72
Election Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$375,000.00	(\$375,000.00)	\$375,000.00	0.00%	\$375,000.00
Employee Health/Wellness	\$455.77	\$1,545.00	(\$1,089.23)	\$16,731.13	\$21,125.00	(\$4,393.87)	\$42,950.00	38.95%	\$26,218.87

**Montgomery County Hospital District**  
**Preliminary Income Statement - Actual vs. Budget**  
For the Period Ended 03/31/2023

	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Current Month Variance</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>YTD Variance</b>	<b>Total Annual Budget</b>	<b>%YTD Annual Budget</b>	<b>Annual Budget Remaining</b>
Employee Recognition	\$2,735.00	\$13,419.00	(\$10,684.00)	\$61,083.66	\$78,721.00	(\$17,637.34)	\$129,538.00	47.16%	\$68,454.34
Equipment Rental	\$0.00	\$0.00	\$0.00	\$4,502.01	\$4,585.00	(\$82.99)	\$16,519.00	27.25%	\$12,016.99
Fluids & Additives - Auto	\$7,416.82	\$3,507.00	\$3,909.82	\$13,722.82	\$15,782.00	(\$2,059.18)	\$32,342.00	42.43%	\$18,619.18
Fuel - Auto	\$82,986.25	\$111,427.00	(\$28,440.75)	\$513,333.20	\$668,558.00	(\$155,224.80)	\$1,337,116.00	38.39%	\$823,782.80
Fuel - Non-Auto	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0.00%	\$4,000.00
Hazardous Waste Removal	\$228.50	\$188.00	\$40.50	\$1,093.17	\$1,040.00	\$53.17	\$2,160.00	50.61%	\$1,066.83
Insurance	\$1,651.80	\$0.00	\$1,651.80	\$196,652.80	\$195,001.00	\$1,651.80	\$679,636.00	28.94%	\$482,983.20
Interest Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,522.00	0.00%	\$40,522.00
Laundry Service & Purchase	\$141.23	\$165.00	(\$23.77)	\$838.44	\$1,080.00	(\$241.56)	\$2,100.00	39.93%	\$1,261.56
Leases/Contracts	\$4,889.49	\$5,468.00	(\$578.51)	\$29,678.78	\$32,970.00	(\$3,291.22)	\$75,048.00	39.55%	\$45,369.22
Legal Fees	\$7,479.19	\$29,167.00	(\$21,687.81)	\$40,630.75	\$50,017.00	(\$9,386.25)	\$100,060.00	40.61%	\$59,429.25
Maintenance & Repairs-Buildings	\$35,111.01	\$36,375.00	(\$1,263.99)	\$181,419.51	\$180,173.00	\$1,246.51	\$418,681.00	43.33%	\$237,261.49
Maintenance- Equipment	\$40,713.25	\$47,265.00	(\$6,551.75)	\$315,829.12	\$325,294.00	(\$9,464.88)	\$872,035.00	36.22%	\$556,205.88
Management Fees	\$10,634.01	\$11,550.00	(\$915.99)	\$65,878.10	\$69,300.00	(\$3,421.90)	\$138,600.00	47.53%	\$72,721.90
Meals - Business and Travel	\$29.09	\$0.00	\$29.09	\$267.91	\$750.00	(\$482.09)	\$2,330.00	11.50%	\$2,062.09
Meeting Expenses	\$4,873.95	\$4,477.00	\$396.95	\$13,828.66	\$15,705.00	(\$1,876.34)	\$36,840.00	37.54%	\$23,011.34
Mileage Reimbursements	\$330.32	\$797.00	(\$466.68)	\$2,046.94	\$3,245.00	(\$1,198.06)	\$6,755.00	30.30%	\$4,708.06
Office Supplies	\$1,302.05	\$1,593.00	(\$290.95)	\$6,979.65	\$7,114.00	(\$134.35)	\$11,462.00	60.89%	\$4,482.35
Oil & Lubricants	\$4,901.65	\$3,145.00	\$1,756.65	\$12,219.18	\$16,130.00	(\$3,910.82)	\$35,000.00	34.91%	\$22,780.82
Other Services	\$419.00	\$400.00	\$19.00	\$5,844.78	\$2,400.00	\$3,444.78	\$4,800.00	121.77%	(\$1,044.78)
Oxygen & Gases	\$8,216.28	\$3,993.00	\$4,223.28	\$35,946.29	\$29,878.00	\$6,068.29	\$50,258.00	71.52%	\$14,311.71
Postage	\$5.00	\$1,250.00	(\$1,245.00)	\$11,193.00	\$11,960.00	(\$767.00)	\$19,920.00	56.19%	\$8,727.00
Printing Services	\$770.81	\$1,669.00	(\$898.19)	\$3,968.36	\$8,450.00	(\$4,481.64)	\$20,834.00	19.05%	\$16,865.64
Professional Fees	\$125,556.13	\$103,744.00	\$21,812.13	\$707,888.60	\$709,861.00	(\$1,972.40)	\$1,584,842.00	44.67%	\$876,953.40
Radio Repairs - Outsourced (Depot)	\$2,465.87	\$7,000.00	(\$4,534.13)	\$9,170.83	\$26,180.00	(\$17,009.17)	\$68,180.00	13.45%	\$59,009.17
Radio - Parts	\$25,851.06	\$17,600.00	\$8,251.06	\$46,067.11	\$37,099.00	\$8,968.11	\$51,835.00	88.87%	\$5,767.89
Radios	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0.00%	\$6,000.00
Recruit/Investigate	\$5,767.02	\$4,100.00	\$1,667.02	\$18,667.12	\$34,050.00	(\$15,382.88)	\$53,750.00	34.73%	\$35,082.88
Rent	\$10,953.97	\$11,201.00	(\$247.03)	\$66,611.86	\$68,206.00	(\$1,594.14)	\$135,785.00	49.06%	\$69,173.14
Repair-Equipment	\$11,624.89	\$7,184.00	\$4,440.89	\$22,569.37	\$26,975.00	(\$4,405.63)	\$67,700.00	33.34%	\$45,130.63
Shop Tools	\$7.81	\$600.00	(\$592.19)	\$4,522.48	\$6,379.00	(\$1,856.52)	\$19,624.00	23.05%	\$15,101.52

**Montgomery County Hospital District**  
**Preliminary Income Statement - Actual vs. Budget**  
For the Period Ended 03/31/2023

	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Current Month Variance</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>YTD Variance</b>	<b>Total Annual Budget</b>	<b>%YTD Annual Budget</b>	<b>Annual Budget Remaining</b>
Shop Supplies	\$1,587.42	\$1,858.00	(\$270.58)	\$11,180.97	\$19,806.00	(\$8,625.03)	\$72,707.00	15.38%	\$61,526.03
Small Equipment & Furniture	\$119,707.65	\$115,421.00	\$4,286.65	\$270,015.88	\$293,080.00	(\$23,064.12)	\$719,803.00	37.51%	\$449,787.12
Special Events Supplies	\$0.00	\$160.00	(\$160.00)	\$0.00	\$640.00	(\$640.00)	\$5,600.00	0.00%	\$5,600.00
Station Supplies	\$4,912.39	\$4,123.00	\$789.39	\$23,684.64	\$27,078.00	(\$3,393.36)	\$57,816.00	40.97%	\$34,131.36
Supplemental Food	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0.00%	\$3,000.00
Telephones-Cellular	\$12,419.81	\$12,647.00	(\$227.19)	\$73,637.56	\$75,967.00	(\$2,329.44)	\$151,934.00	48.47%	\$78,296.44
Telephones-Service	\$36,941.42	\$18,991.00	\$17,950.42	\$212,985.75	\$148,189.00	\$64,796.75	\$262,035.00	81.28%	\$49,049.25
Training/Related Expenses-CE	\$12,659.80	\$18,972.00	(\$6,312.20)	\$159,172.55	\$235,010.00	(\$75,837.45)	\$482,747.00	32.97%	\$323,574.45
Tuition Reimbursement	\$3,663.44	\$7,166.00	(\$3,502.56)	\$27,213.02	\$49,000.00	(\$21,786.98)	\$99,000.00	27.49%	\$71,786.98
Travel Expenses	\$480.00	\$1,695.00	(\$1,215.00)	\$2,573.17	\$6,165.00	(\$3,591.83)	\$13,880.00	18.54%	\$11,306.83
Uniforms	\$6,872.38	\$25,540.00	(\$18,667.62)	\$124,285.60	\$147,459.00	(\$23,173.40)	\$318,213.00	39.06%	\$193,927.40
Utilities	\$39,644.43	\$31,359.00	\$8,285.43	\$279,893.18	\$237,324.00	\$42,569.18	\$433,920.00	64.50%	\$154,026.82
Vehicle-Batteries	\$1,865.55	\$5,450.00	(\$3,584.45)	\$14,313.48	\$26,650.00	(\$12,336.52)	\$61,350.00	23.33%	\$47,036.52
Vehicle-Outside Services	\$2,315.61	\$2,275.00	\$40.61	\$12,894.78	\$12,564.00	\$330.78	\$17,514.00	73.63%	\$4,619.22
Vehicle-Parts	\$70,054.14	\$66,250.00	\$3,804.14	\$338,987.12	\$346,738.00	(\$7,750.88)	\$684,238.00	49.54%	\$345,250.88
Vehicle-Registration	\$190.60	\$220.00	(\$29.40)	\$865.34	\$1,200.00	(\$334.66)	\$2,496.00	34.67%	\$1,630.66
Vehicle-Tires	\$1,214.08	\$8,249.00	(\$7,034.92)	\$36,536.06	\$37,494.00	(\$957.94)	\$68,988.00	52.96%	\$32,451.94
Vehicle-Towing	\$1,095.00	\$1,150.00	(\$55.00)	\$5,340.30	\$5,400.00	(\$59.70)	\$9,600.00	55.63%	\$4,259.70
Worker's Compensation Insurance	\$31,961.91	\$32,063.00	(\$101.09)	\$192,064.87	\$192,378.00	(\$313.13)	\$394,377.00	48.70%	\$202,312.13
<b>Total Operating Expenses</b>	<b>\$1,142,671.58</b>	<b>\$1,266,336.00</b>	<b>(\$123,664.42)</b>	<b>\$6,874,098.34</b>	<b>\$8,044,996.00</b>	<b>(\$1,170,897.66)</b>	<b>\$16,581,128.00</b>	<b>41.46%</b>	<b>\$9,707,029.66</b>
<b>Indigent Care Expenses</b>									
1115 Medicaid Waiver - Uncompensated Care	\$206,933.00	\$206,933.00	\$0.00	\$1,221,919.07	\$1,241,598.00	(\$19,678.93)	\$2,483,191.00	49.21%	\$1,261,271.93
Specialty Healthcare Providers	\$195,374.61	\$218,948.00	(\$23,573.39)	\$1,163,492.04	\$1,313,688.00	(\$150,195.96)	\$2,627,377.00	44.28%	\$1,463,884.96
<b>Total Indigent Care Expenses</b>	<b>\$402,307.61</b>	<b>\$425,881.00</b>	<b>(\$23,573.39)</b>	<b>\$2,385,411.11</b>	<b>\$2,555,286.00</b>	<b>(\$169,874.89)</b>	<b>\$5,110,568.00</b>	<b>46.68%</b>	<b>\$2,725,156.89</b>
<b>Capital Expenditures</b>									
Capital Purchases - Land	\$260,249.15	\$260,250.00	(\$0.85)	\$260,549.15	\$260,550.00	(\$0.85)	\$600,000.00	43.42%	\$339,450.85
Capital Purchase - Building/Improvements	\$0.00	\$0.00	\$0.00	\$599,955.00	\$604,617.00	(\$4,662.00)	\$794,617.00	75.50%	\$194,662.00
Capital Purchase - Equipment	\$40,812.15	\$40,813.00	(\$0.85)	\$220,088.90	\$227,557.00	(\$7,468.10)	\$4,210,386.00	5.23%	\$3,990,297.10
Capital Purchase - Vehicles	\$0.00	\$0.00	\$0.00	\$395,828.00	\$379,018.00	\$16,810.00	\$3,555,359.00	11.13%	\$3,159,531.00



# Montgomery County Hospital District

## Preliminary Income Statement - Actual vs. Budget

For the Period Ended 03/31/2023

	<b>Current Month Actual</b>	<b>Current Month Budget</b>	<b>Current Month Variance</b>	<b>YTD Actual</b>	<b>YTD Budget</b>	<b>YTD Variance</b>	<b>Total Annual Budget</b>	<b>%YTD Annual Budget</b>	<b>Annual Budget Remaining</b>
Capital Purchase - Capital Leases	\$0.00	\$0.00	\$0.00	\$122,021.99	\$180,762.00	(\$58,740.01)	\$818,476.00	14.91%	\$696,454.01
Total Capital Expenditures	\$301,061.30	\$301,063.00	(\$1.70)	\$1,598,443.04	\$1,652,504.00	(\$54,060.96)	\$9,978,838.00	16.02%	\$8,380,394.96
<b>Total Expenses</b>	<b>\$5,533,385.33</b>	<b>\$5,608,145.00</b>	<b>(\$74,759.67)</b>	<b>\$32,578,422.49</b>	<b>\$33,450,041.00</b>	<b>(\$871,618.51)</b>	<b>\$74,450,768.00</b>	<b>43.76%</b>	<b>\$41,872,345.51</b>
Revenue over Expenditures	(\$2,363,679.48)	(\$2,911,160.00)	\$547,480.52	\$22,182,191.07	\$19,820,975.00	\$2,361,216.07	(\$5,563,671.00)	(398.70%)	(\$27,745,862.07)

# AGENDA ITEM # 20

Board Mtg.: 04/25/2023

## Montgomery County Hospital District Accounts Receivable Analysis

### Days in Accounts Receivable

	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
A/R Balance	7,325,376	7,818,257	8,251,320	8,493,156	8,572,290	8,729,409	8,891,330	8,910,409	8,898,584	9,624,118	9,875,852	9,910,885
Total 6-Mo Charges	15,143,021	15,710,941	16,060,891	16,490,174	17,003,696	17,272,568	17,537,134	17,631,415	17,708,559	17,781,330	17,904,112	18,246,061
Avg Charge / Day *	84,128	87,283	89,227	91,612	94,465	95,959	97,429	97,952	98,381	98,785	99,467	101,367
A/R Days	87	90	92	93	91	91	91	91	90	97	99	98

\* Beginning in August 2015, A/R Balance excludes liens related to motor vehicle accidents.

\*\* Avg Charge / Day is calculated using the most current six months' charges divided by 180 days.

### Accounts Receivable Aging by Dollars

Month	Days							> 90 Days	> 120 Days
	Current	31-60	61-90	91-120	121-180	>180	Total		
Apr-22	2,374,200	1,440,824	1,225,659	1,117,116	675,144	1,241,328	8,074,270	3,033,588	1,916,472
May-22	2,662,713	1,531,223	1,243,537	1,142,516	752,282	1,234,323	8,566,593	3,129,120	1,986,605
Jun-22	2,835,875	1,680,986	1,317,413	1,121,799	823,821	1,217,862	8,997,755	3,163,482	2,041,683
Jul-22	2,885,735	1,727,026	1,443,310	1,137,692	844,377	1,217,823	9,255,964	3,199,892	2,062,201
Aug-22	2,712,771	1,762,619	1,493,681	1,267,903	856,225	1,233,708	9,326,908	3,357,837	2,089,933
Sep-22	2,897,371	1,624,090	1,530,479	1,268,716	961,349	1,221,844	9,503,849	3,451,909	2,183,193
Oct-22	2,823,212	1,785,565	1,372,692	1,346,007	1,059,328	1,289,973	9,676,776	3,695,307	2,349,300
Nov-22	2,955,451	1,641,707	1,497,599	1,190,312	1,000,221	1,413,602	9,698,891	3,604,135	2,413,823
Dec-22	3,006,823	1,694,079	1,357,180	1,180,814	894,568	1,537,789	9,671,253	3,613,171	2,432,357
Jan-23	3,225,937	1,904,565	1,402,865	1,199,525	1,041,947	1,634,666	10,409,505	3,876,139	2,676,613
Feb-23	3,193,596	2,048,108	1,439,865	1,180,998	1,010,597	1,699,844	10,573,008	3,891,439	2,710,441
Mar-23	3,039,554	1,918,370	1,756,278	1,281,297	1,061,441	1,682,677	10,739,617	4,025,415	2,744,118

### Accounts Receivable Aging by Percentage

Month	Days							> 90 Days	> 120 Days
	Current	31-60	61-90	91-120	121-180	>180	Total		
Apr-22	29%	18%	15%	14%	8%	15%	100%	38%	24%
May-22	31%	18%	15%	13%	9%	14%	100%	37%	23%
Jun-22	32%	19%	15%	12%	9%	14%	100%	35%	23%
Jul-22	31%	19%	16%	12%	9%	13%	100%	35%	22%
Aug-22	29%	19%	16%	14%	9%	13%	100%	36%	22%
Sep-22	30%	17%	16%	13%	10%	13%	100%	36%	23%
Oct-22	29%	18%	14%	14%	11%	13%	100%	38%	24%
Nov-22	30%	17%	15%	12%	10%	15%	100%	37%	25%
Dec-22	31%	18%	14%	12%	9%	16%	100%	37%	25%
Jan-23	31%	18%	13%	12%	10%	16%	100%	37%	26%
Feb-23	30%	19%	14%	11%	10%	16%	100%	37%	26%
Mar-23	28%	18%	16%	12%	10%	16%	100%	37%	26%



Montgomery County Hospital District  
Accounts Payable Analysis

Accounts Payable Aging by Dollars

Month	Current	Days			Credits	Total	\$ Total minus Credits
		31-60	61-90	> 90			
Apr-22	305,304	-	-	2	(2)	442,222	305,306
May-22	240,708	-	-	2	(2)	392,663	240,710
Jun-22	289,824	-	-	2	(2)	392,663	289,826
Jul-22	524,047	-	-	2	(2)	291,676	524,049
Aug-22	266,675	-	-	2	(2)	291,676	266,677
Sep-22	579,229	-	-	2	(2)	734,124	579,231
Oct-22	420,109	-	-	2	(2)	894,894	420,111
Nov-22	521,523	-	-	2	(2)	220,840	521,525
Dec-22	445,670	-	-	2	(2)	175,378	445,672
Jan-23	304,440	-	-	2	(2)	645,695	304,442
Feb-23	349,457	-	-	2	(2)	352,435	349,459
Mar-23	177,390	-	-	2	(2)	177,390	177,392

Accounts Payable Aging by Percentage without Credits

Month	Current	Days		
		31-60	61-90	> 90
Apr-22	100%	0%	0%	0%
May-22	100%	0%	0%	0%
Jun-22	100%	0%	0%	0%
Jul-22	100%	0%	0%	0%
Aug-22	100%	0%	0%	0%
Sep-22	100%	0%	0%	0%
Oct-22	100%	0%	0%	0%
Nov-22	100%	0%	0%	0%
Dec-22	100%	0%	0%	0%
Jan-23	100%	0%	0%	0%
Feb-23	100%	0%	0%	0%
Mar-23	100%	0%	0%	0%



## **QUARTERLY INVESTMENT REPORT**

**For the Quarter Ended**

**March 31, 2023**

**Prepared by**

**Valley View Consulting, L.L.C.**

The investment portfolio of Montgomery County Hospital District is in compliance with the Public Funds Investment Act and the Montgomery County Hospital District Investment Policy.

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Chief Executive Officer  
Investment Officer,  
Montgomery County Hospital District

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Chief Financial Officer  
Investment Officer,  
Montgomery County Hospital District

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Treasurer, MCHD Board  
Investment Officer,  
Montgomery County Hospital District

'Disclaimer: These reports were compiled using information provided by the Montgomery County Hospital District. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment adviser fees.

## Summary

### Quarter End Results by Investment Category:

Asset Type	December 31, 2022		March 31, 2023		
	Book Value	Market Value	Book Value	Market Value	Ave. Yield
DDA	\$ 11,521,989	\$ 11,521,989	\$ 3,199,290	\$ 3,199,290	0.33%
MMA	15,951,916	15,951,916	23,700,969	23,700,969	4.98%
MMF/LGIP	6,110,182	6,110,182	13,726,412	13,726,412	4.61%
CD/Security	19,294,908	19,294,908	25,489,956	25,489,956	4.34%
<b>Totals</b>	<b>\$ 52,878,995</b>	<b>\$ 52,878,995</b>	<b>\$ 66,116,627</b>	<b>\$ 66,116,627</b>	<b>4.43%</b>

#### Current Quarter Portfolio Performance: (1)

Average Quarterly Yield	4.43%
Rolling Three Month Treasury	4.78%
Rolling Six Month Treasury	4.73%
TexPool	4.61%

#### Fiscal Year-to-Date Portfolio Performance: (2)

Average Quarter End Yield	3.83%
Rolling Three Month Treasury	4.49%
Rolling Six Month Treasury	4.32%
TexPool	4.30%

#### Interest Earnings (Approximate)

Quarterly Interest Earnings	\$ 646,010
Fiscal YTD Interest Earnings	\$ 978,127

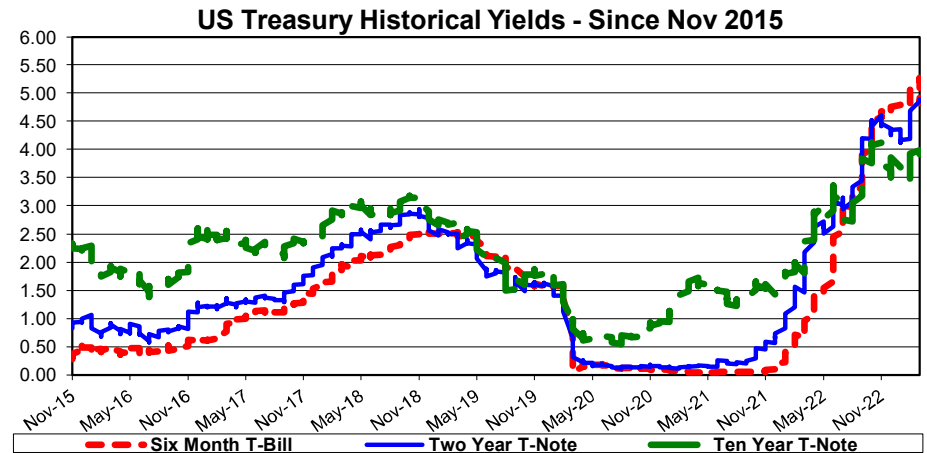
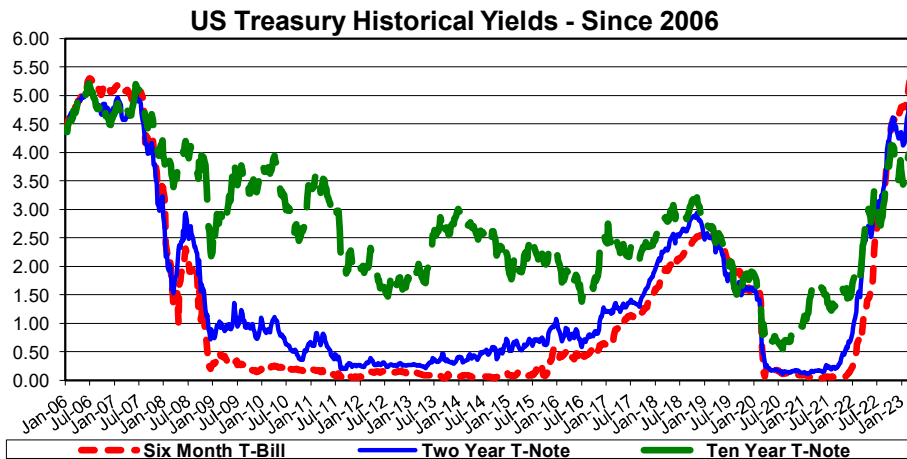
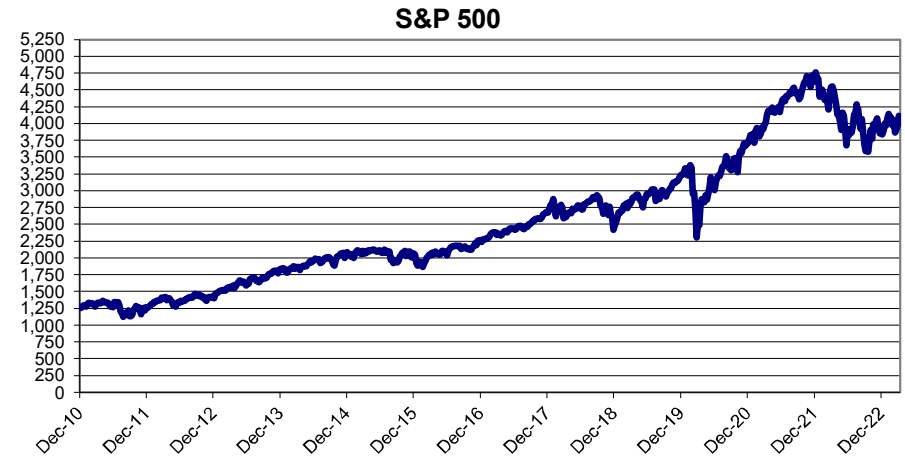
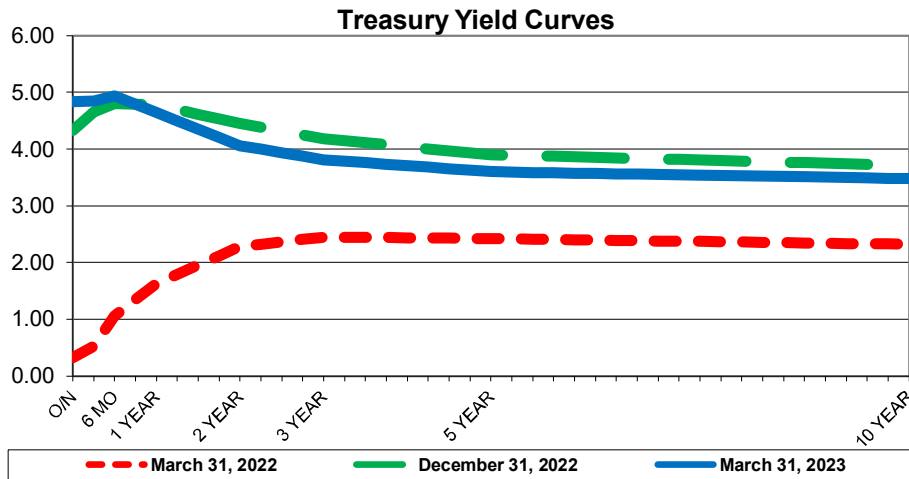
(1) **Current Quarter Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Average Yields** - calculated using quarter end report yield and adjusted book values and does not reflect a total return analysis or account for advisory fees.

## Economic Overview

3/31/2023

The Federal Open Market Committee (FOMC) raised the Fed Funds target range 0.25% to 4.75% - 5.00% March 22nd (Effective Fed Funds are trading +/-4.82%). An additional 0.25% increase is projected May 3rd. Fourth Quarter 2022 GDP was revised downward to 2.6% (final number). March Non-Farm Payroll saw 236k new jobs. OPEC announced production cuts and Crude Oil moved up slightly to +/- \$80 per barrel. The S&P Stock Index still oscillates on either side of 4,000. In early March, two large US banks and one European bank required bail-outs to prevent wider financial market disruption. The yield curve shifted lower on broader economic concerns, even with the expectation of additional FOMC rate increases. The Market is now considering lower future interest rates as early as this fall. Inflation is still over the FOMC 2% target (Core PCE +/-4.7% and CPI +/-6.4%). International challenges add to economic uncertainty.



## Investment Holdings

March 31, 2023

Description	Rating	Coupon/ Discount	Maturity Date	Settlement Date	Original Face\ Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
Woodforest Bank - DDA		0.33%	04/01/23	03/31/23	\$ 3,199,290	\$ 3,199,290	1.00	\$ 3,199,290	1	0.33%
Woodforest Bank - MMA		4.96%	04/01/23	03/31/23	13,288,133	13,288,133	1.00	13,288,133	1	4.96%
NexBank IntraFi MMA		5.00%	04/01/23	03/31/23	10,412,836	10,412,836	1.00	10,412,836	1	5.00%
TexPool	AAAm	4.61%	04/01/23	03/31/23	6,869,947	6,869,947	1.00	6,869,947	1	4.61%
TexSTAR	AAAm	4.61%	04/01/23	03/31/23	6,856,465	6,856,465	1.00	6,856,465	1	4.61%
East West Bank CD		3.05%	07/31/23	07/29/22	2,079,072	2,079,072	100.00	2,079,072	122	3.10%
East West Bank CD		3.30%	08/15/23	08/15/22	4,098,633	4,098,633	100.00	4,098,633	137	3.30%
East West Bank CD		3.71%	09/15/23	09/15/22	2,040,657	2,040,657	100.00	2,040,657	168	3.78%
East West Bank CD		4.63%	10/27/23	10/27/22	5,121,192	5,121,192	100.00	5,121,192	210	4.74%
East West Bank CD		4.60%	11/15/23	11/15/22	4,102,759	4,102,759	100.00	4,102,759	229	4.71%
Texas Capital Bank CD		4.91%	01/23/24	01/25/23	4,031,839	4,031,839	100.00	4,031,839	298	4.91%
Bank OZK CD		4.88%	03/29/24	03/29/23	2,000,000	2,000,000	101.00	2,000,000	364	5.00%
Texas Capital Bank CD		4.87%	04/23/24	01/25/23	2,015,805	2,015,805	100.00	2,015,805	389	4.87%
					<b>\$ 66,116,627</b>	<b>\$ 66,116,627</b>		<b>\$ 66,116,627</b>	<b>90</b>	<b>4.43%</b>
									(1)	(2)

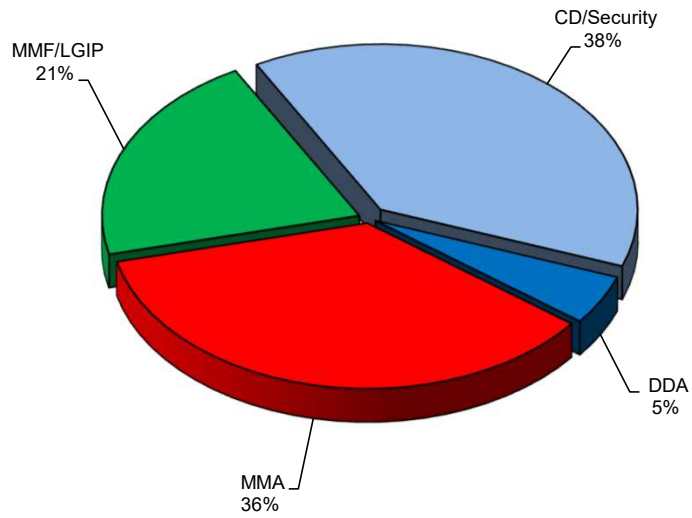
(1) **Weighted average life** - Pools, Money Market Funds, and Bank Deposits are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on Book Value, adviser fees and realized and unrealized gains/losses are not considered. The pool and mutual fund yields are the average for the last month of the quarter. Bank deposit yields are estimated from the monthly allocated earnings.

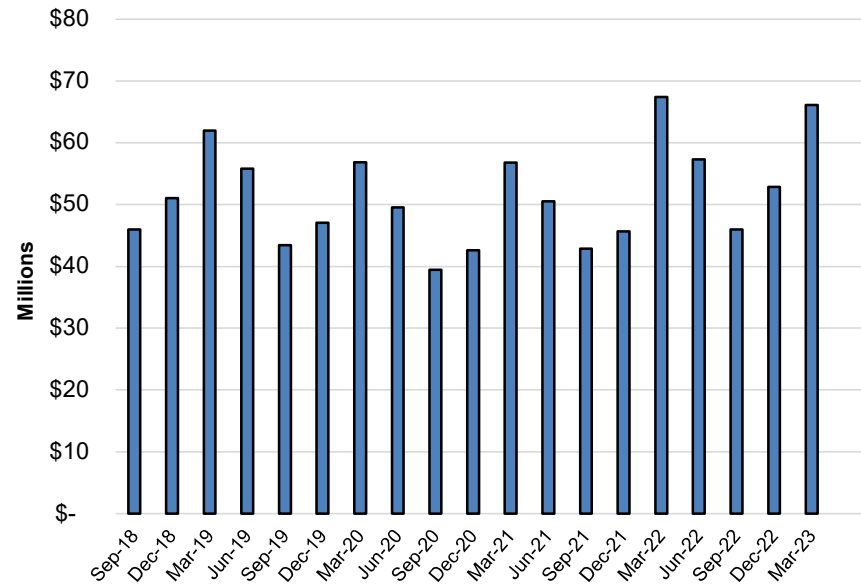
**Note:** All deposits FDIC insured or collateralized per the Public Funds Collateral Act.



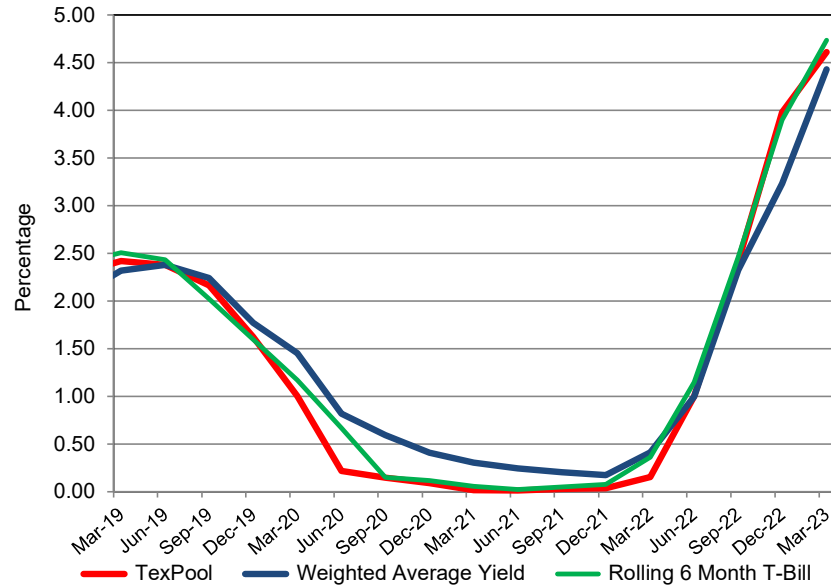
**Portfolio Composition**



**Quarter End Book Value**



**Total Portfolio Performance**



## Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 12/31/22	Increases	Decreases	Book Value 03/31/23	Market Value 12/31/22	Change in Market Value	Market Value 03/31/23
Woodforest Bank - DDA	0.33%	04/01/23	\$ 11,521,989	\$ -	\$ (8,322,699)	\$ 3,199,290	\$ 11,521,989	\$ (8,322,699)	\$ 3,199,290
Woodforest Bank - MMA	4.96%	04/01/23	5,657,739	7,630,395	-	13,288,133	5,657,739	7,630,395	13,288,133
NexBank IntraFi MMA	5.00%	04/01/23	10,294,177	118,659	-	10,412,836	10,294,177	118,659	10,412,836
TexPool	4.61%	04/01/23	3,061,744	3,808,204	-	6,869,947	3,061,744	3,808,204	6,869,947
TexSTAR	4.61%	04/01/23	3,048,438	3,808,026	-	6,856,465	3,048,438	3,808,026	6,856,465
East West Bank CD	1.60%	03/15/23	2,024,367	-	(2,024,367)	-	2,024,367	(2,024,367)	-
East West Bank CD	3.10%	07/31/23	2,063,495	15,576	-	2,079,072	2,063,495	15,576	2,079,072
East West Bank CD	3.30%	08/15/23	4,065,419	33,214	-	4,098,633	4,065,419	33,214	4,098,633
East West Bank CD	3.78%	09/15/23	2,022,075	18,582	-	2,040,657	2,022,075	18,582	2,040,657
East West Bank CD	4.74%	10/27/23	5,063,063	58,130	-	5,121,192	5,063,063	58,130	5,121,192
East West Bank CD	4.71%	11/15/23	4,056,490	46,270	-	4,102,759	4,056,490	46,270	4,102,759
Texas Capital Bank CD	4.91%	01/23/24	-	4,031,839	-	4,031,839	-	4,031,839	4,031,839
Bank OZK CD	5.00%	03/29/24	-	2,000,000	-	2,000,000	-	2,000,000	2,000,000
Texas Capital Bank CD	4.87%	04/23/24	-	2,015,805	-	2,015,805	-	2,015,805	2,015,805
<b>TOTAL /AVERAGE</b>	<b>4.43%</b>		<b>\$ 52,878,995</b>	<b>\$ 23,584,698</b>	<b>\$(10,347,066)</b>	<b>\$ 66,116,627</b>	<b>\$ 52,878,995</b>	<b>\$ 13,237,632</b>	<b>\$ 66,116,627</b>

# Agenda Item # 22



We Make a Difference!

**To:** Board of Directors

**From:** Brett Allen, CFO

**Date:** April 25, 2023

**Re: Weaver Audit Engagement**

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Consider and act on engagement of auditor Weaver and Tidwell, LLP for audit to include if necessary a single audit. (Mr. Grice, Treasurer – MCHD Board)



April 3, 2023

To the Board of Directors and Management of  
Montgomery County Hospital District  
1400 S. Loop 336 West  
Conroe, Texas 77304

Dear Board of Directors and Management:

You have requested that Weaver and Tidwell, L.L.P. ("Weaver", "our", "us", and "we") audit the governmental activities, the discretely presented component unit and each major fund of Montgomery County Hospital District (the "District"), as of September 30, 2023, and for the year then ended and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents. In addition, we will audit the District's compliance over major federal award programs for the period ended September 30, 2023.

Accounting principles generally accepted in the United States of America ("U.S. GAAP"), as promulgated by the Governmental Accounting Standards Board ("GASB") require that management's discussion and analysis and budgetary comparison information, among other items, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information ("RSI") in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS"). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget to Actual – General Fund
3. Schedule of Changes in Net Pension Liability (Asset) and Related Ratios
4. Schedule of District Contributions to Texas County and District Retirement System (TCDRS)

Supplementary information other than RSI will accompany the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Weaver and Tidwell, L.L.P.  
CPAs AND ADVISORS | [WEAVER.COM](http://WEAVER.COM)

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material aspects, in conformity with U.S. GAAP and to report on the fairness of the supplementary information referred to above when considered in relation to the basic financial statements as a whole. The objective also includes reporting on internal control related to the basic financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the basic financial statements in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States of America ("GAGAS"); and internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

## **Auditor Responsibilities**

We will conduct our audit in accordance with U.S. GAAS, the standards applicable to financial audits contained in GAGAS, and the provisions of the Uniform Guidance. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of assets, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and GAGAS.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the basic financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention,

unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In making our risk assessments, we consider internal control relevant to the District's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.

Greg Peterson is the engagement partner for the audit services specified in this letter, and is responsible for supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

We may from time to time, and depending on the circumstances, use third-party service providers in performing this engagement. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service provider.

We expect to begin our audit procedures in July 2023, and issue our report in March 2024. We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the Board of Directors of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the District's compliance with certain provisions of laws, regulations, contracts, and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with the provisions is not an objective of our audit, and accordingly, we will not express such an opinion.

Our audit of the District's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the District has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the District's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

In accordance with the requirements of GAGAS, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the District's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. for the preparation and fair presentation of the basic financial statements in accordance with the framework described in Audit Objectives above;
- b. for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, for fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. to provide us with:
  - i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
  - ii. additional information that we may request from management for the purpose of the audit; and
  - iii. unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

- d. for including the auditor's report, and our report on any supplementary information if described above, in any document containing the basic financial statements that indicates that such basic financial statements have been audited by the District's auditor;
- e. for identifying and ensuring that the District complies with the laws and regulations applicable to its activities;
- f. for adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
- g. for maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- h. for identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
- i. for preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- j. for the design, implementation, and maintenance of internal control over compliance;
- k. For identifying and ensuring that the District complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
- l. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- m. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- n. For submitting the reporting package and data collection form to the appropriate parties;
- o. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;
- p. with regard to the supplementary information referred to above: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon;



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- q. informing us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the basic financial statements are issued;
- r. for confirming your understanding of your responsibilities in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If we agree herein or otherwise to perform any non-attest services (such as tax services or any other non-attest services), you agree to assume all management responsibilities for those services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. The entity has designated Brett Allen, Chief Financial Officer to oversee these services. Such services include:

- i. Preparation of financial statements and related notes
- ii. Preparation of schedule of expenditures of federal awards (as applicable)
- iii. Preparation of the Data Collection Form

GAGAS require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a nonaudit/nonattest service.

During the course of our engagement, we will request information and explanations from management regarding the District's operations, internal controls, future plans, specific transactions and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The District agrees that as a condition of our engagement to perform an audit that management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the audit and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the audit; or, worse, could cause a material error or a fraud to go undetected by our procedures.

### **Fees and Invoicing**

We estimate that the fee for this engagement will be \$50,000 for the financial statement audit and \$3,000 for each major program as applicable to the compliance audit. The fee estimate is based on anticipated cooperation from all involved and the assumption that unexpected circumstances will not be encountered during the engagement. This is only an estimate and the fee for these services will be determined by the complexity of the work performed and the tasks required. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate before we incur the additional costs. It is understood that neither our fees nor the payment thereof will be contingent upon the results of this engagement.

In addition to the fee for our services, reasonable and necessary out-of-pocket expenses we incur (such as parking, reproduction and printing, postage and delivery, and out-of-market travel, meals, and accommodations) will be billed at cost. At this time, we do not anticipate incurring substantial expenses.

Our engagement fees do not include consulting on the adoption of new accounting standards and any future increased duties because of any regulatory body, auditing standard or an unknown or unplanned significant transaction. We will consult with you in the event any of these take place that may affect our fees.

We will also invoice for reasonable and necessary time and out-of-pocket expenses we incur to respond to any request (such as a subpoena, summons, court order, or administrative investigative demand) pertaining to this engagement in a legal matter to which we are not a party. Our time to facilitate the response will be billed at our then-current standard hourly rates, and our expenses (including attorney's fees) will be billed at cost. If we agree to perform additional substantive services related to or arising out of the request, such matters may be the subject of a new engagement letter.

Our invoices for this engagement will be rendered each month as work progresses. Our invoices are payable in accordance with Texas Government Code § 2251.021.

### **Ethical Conflict Resolution**

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will notify you of such conflict as soon as practicable, and will discuss with you any possible means of resolving them prior to suspending our services.

The hiring of or potential employment discussions with any of our personnel could impair our independence. Accordingly, you agree to inform the engagement partner prior to any such potential employment discussions taking place.

### **Audit Documentation and Confidentiality**

The audit documentation we prepare pertaining to and in support of this engagement is our property and constitutes confidential information. If we are requested to make the audit documentation available to outside parties, except in the case of requests during our peer review (discussed below) or when prohibited by law or direction of law enforcement, any such requests will be discussed with you before we make the documentation available to the requesting parties.

We may be requested to make certain audit documentation (working papers) available to regulators and other government agencies, pursuant to authority given by law or regulation. You should understand that responding to many such requests is mandatory. In those cases, access to such working papers will be provided under our supervision and we may, upon their request, provide the regulator or agency with copies of all or selected working papers. The requesting party may intend or decide to distribute the copies or information contained therein to others, including other regulators or agencies. You will be billed for additional fees as a result of the aforementioned work.

Our firm, as well as other accounting firms, participates in a peer review program covering our audit and accounting practices. This program requires that once every three years, we subject our system of quality control to an examination by another accounting firm. As part of this process, the firm conducting our

peer review will review a sample of our work. It is possible that the work we perform for you may be selected for such a review. If it is, our peer review firm is bound by professional standards to keep all information confidential and we are required to provide the required information.

It is expected that prior to the conclusion of the engagement, sections of the Data Collection Form will be completed by our firm. The sections that we will complete summarize our audit findings by federal grant or contract. Management is responsible to submit the reporting package (defined as including basic financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. The instructions to the Data Collection Form require that the reporting package be an unlocked, unencrypted, text searchable portable document file (PDF) or else it will be rejected by the Federal Audit Clearinghouse. We will be available to assist management in creating the PDF if needed.

We will coordinate with you the electronic submission and certification upon the reporting package completion. If applicable, we will provide copies of our report for you to include with the reporting package if there is a need to submit the package to pass-through entities.

The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

We will retain our audit documentation for a period of at least seven years from the date of our report. You agree that following such period, we may destroy the audit documentation without notice to you.

To maintain independence, we will not act as the host of your financial or non-financial information or as your information back-up service provider. Instead, it is your responsibility to maintain a complete set of your financial and non-financial data and records. If some portion of your data and records is contained only within our files, you agree to inform us before the issuance of our report and we will provide that to you.

The parties do not intend this engagement letter to be for the benefit of any third-party. You may inform us of third-parties who will receive a copy of our audit report. Unless you inform us of such third-parties in writing, we are not aware of who you intend to supply our audit report to and we do not anticipate other third-parties' reliance upon our professional services unless expressly stated herein.

During the course of the engagement, we may communicate via fax, email, or other electronic mechanism. Please be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

### **Dispute Resolution Procedure including Jury Waiver**

If a dispute arises out of or relates to this engagement or engagement letter, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. In such event, the parties will attempt to agree upon a location, mediator, and mediation procedures, but absent such agreement any party may require mediation in Conroe, Texas, administered by the AAA under its Commercial Mediation Procedures.

This engagement letter and all disputes between the parties shall be governed by, resolved, and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles. Any action arising out of or relating to this engagement or engagement letter shall only be brought in, and each party agrees to submit and consent to the exclusive jurisdiction of, the federal or state courts situated in Harris County, Texas.

Each party hereby irrevocably waives any right it may have to trial by jury in any proceeding arising out of or relating to this engagement or this engagement letter.

Whenever possible, this engagement letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretation, but if any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed or modified and the remaining terms of the engagement letter shall remain in force. The parties agree that the court should modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible.

If because of a change in status or due to any other reason, any provision in this engagement letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, professional organizations or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

### **Miscellaneous**

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of the latest external peer review report of our firm for your consideration and files.

We may at times provide you with documents marked as drafts. You understand that those documents are for your review purposes only. You should not rely upon those documents in any way.

Although the engagement partner responsible for this engagement is a licensed certified public accountant, we inform you that we have nonlicensees who may provide services pertaining to this engagement.

If you intend to make reference to our firm or include our report or any portion of it in a published document or other reproduction, and that document or other reproduction includes a version of our report or the financial statements that is assembled differently than any version we provided you or audited, you agree to provide us with printers' proofs or masters for our review and approval before reproducing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our approval. This requirement does not pertain to distributing our report or the financial statements when you do not modify their assembly or in situations where you disseminate the audited financial statements as a standalone document, such as on your website.

This engagement letter sets forth all of the agreed upon terms and conditions of our engagement with respect to the matters covered herein, and supersedes any that may have come before. This engagement letter may not be amended or modified except by further writing signed by all the parties.

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The Board of Directors and Management of  
Montgomery County Hospital District  
April 3, 2023

Page 10 of 10,

We appreciate the opportunity to assist you and look forward to working with you and your team.

Sincerely,

*Weaver and Tidwell, L.L.P.*

**WEAVER AND TIDWELL, L.L.P.**

Conroe, Texas

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement as described herein, including each party's respective responsibilities. By signing below, the signatory also represents that they have been authorized to execute this agreement.

**Montgomery County Hospital District**

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

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

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

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



## Report on Firm's System of Quality Control

September 19, 2022

To the Partners of Weaver & Tidwell, L.L.P.  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, an audit performed under FDICIA, and examinations of service organizations [SOC 1 and SOC 2 engagements].)

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Weaver & Tidwell, L.L.P. applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver & Tidwell, L.L.P. has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Eide Bailly LLP

# Agenda Item # 23



We Make a Difference!

**To:** Board of Directors

**From:** Brett Allen, CFO

**Date:** April 25, 2023

**Re: Banking and Investment Policy**

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Consider and act on Banking and Investment Policy. (Mr. Grice, Treasurer – MCHD Board)

- Annual review.



# MONTGOMERY COUNTY HOSPITAL DISTRICT

## Banking and Investment Policy

This banking and investment policy (“Investment Policy”) is adopted to meet the District’s responsibilities under the Public Funds Investment Act, Chapter 2256, Texas Government Code (hereinafter “Government Code”). This Policy applies to all funds represented in the Annual Financial Report, with the exception of any retirement, endowment or trust funds.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to District funds. The District’s investment portfolio shall be designed and managed in a manner intended to maximize this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations.

Investments shall be made with the following primary objectives, listed in order of priority:

- \* **Safety** and preservation of principal
- \* Maintenance of sufficient **liquidity** to meet operating needs
- \* **Public trust** from prudent investment activities
- \* Optimization of **interest earnings** on the portfolio

1. **DEFINITIONS** For purposes of this Investment Policy, the following definitions shall apply:

- a. The “District” means Montgomery County Hospital District.
- b. “Bond Proceeds” means the proceeds from the sale of bonds, notes and any other obligations issued by the District, and reserves and funds maintained by the District for debt service purposes.
- c. “Book Value” means the original acquisition cost of an investment plus or minus the accrued amortization or accretion.
- d. “Funds” means public funds in the custody of the District that the District is authorized to invest.
- e. “Investment Pool” means an entity created under the Government Code as set forth in §§2256.016 to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are: (i) preservation and safety of principal; (ii) liquidity; and (iii) yield.
- f. “Market Value” means the current face or par value of an investment multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.
- g. “Qualified Representative” means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization and who is one of the following:
  - (1) for a business organization doing business that is regulated or registered with a securities commission, a person who is registered under the rules of the Financial Industry Regulatory Authority (FINRA);

Commented [JH1]: Need to update footer confirming date and notation.

- (2) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by a corporate resolution to act on behalf of and bind the banking institution; or
- (3) for an Investment Pool, the person authorized by the elected official or board with authority to administer the activities of the Investment Pool to sign the written instrument on behalf of the Investment Pool.

2. **INVESTMENT OFFICERS** The Chief Executive Officer (“CEO”), Chief Financial Officer (“CFO”), and Treasurer of the Board of Directors shall serve as Investment Officers of the District, shall recommend appropriate legally authorized and adequately secured investments, and shall invest District Funds as directed by the Board and this Investment Policy. In making investment decisions pertaining to investments of District funds, the Investment Officers shall exercise the judgment and care under prevailing circumstances that a prudent person would exercise in the management of his or her own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. When deciding whether an Investment Officer’s actions were prudent, the determination should be based upon the total investment portfolio, rather than an individual investment in the portfolio, provided deviations from expectations are reported in a timely fashion. However, an investment transaction not consistent with this Investment Policy would not be considered prudent.

3. **WITHDRAWAL & TRANSFER AUTHORITY** The CEO, CFO, or the Treasurer of the Board of Directors is authorized to withdraw, transfer, and reinvest the District’s investments as prescribed in this Investment Policy. Any other employee or representative of the District will be permitted to perform these functions by express written authority of the Board or the CEO (see Exhibit “B”).

4. **CHECKS, DRAFTS, ETC.**

- a. Except as otherwise provided herein, all checks, drafts, notes or other orders for payment of money issued in the name of the District shall be signed (i) by the CEO, CFO, or by one (1) member of the Board for dollar amounts up to \$25,000.00; or (ii) by the CEO or CFO and by one (1) member of the Board for dollar amounts totaling greater than \$25,000.00.
- b. Due to an extended and/or unexpected absence of the CFO, all checks, drafts, notes or other orders for payment of money issued in the name of the District shall be signed (i) by the CEO or Chief Operating Officer or by one (1) member of the Board for dollar amounts up to \$25,000.00; or (ii) by the CEO or acting CFO and by one (1) member of the Board, or by a combination of any three (3) members of the Board for dollar amounts totaling greater than \$25,000.00.
- c. The CEO may not initiate and sign a purchase order and thereafter sign the check (or authorize an electronic draft) evidencing payment of the Purchase Order.

Drafts to the District’s bank accounts for certain expenditures may be made through electronic signatures, electronic payments, and/or other automated arrangements not requiring a physical signature of a District representative.

5. **APPROVED INVESTMENTS** The District is authorized to invest its Funds in only the investment types, consistent with the strategies and maturities defined in this Investment Policy and chapter 2256 of the Government Code. The maximum stated maturity of any individual investment should be no longer than 5 years, and the maximum dollar-weighted average maturity of any pooled fund should be no longer than one year.

The following investments will be permitted:

- a. Obligations, including letters of credit, of the United States or its agencies or instrumentalities, including the Federal Home Loan Banks;
- b. Other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States or its agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
- c. Obligations of the State of Texas or its agencies and instrumentalities, and obligations of counties, cities, and other political subdivisions of this State rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
- d. Fully insured or collateralized deposits at eligible depositories placed in compliance with this Policy and the Government Code;
- e. Repurchase agreements placed in compliance with the Government Code.
- f. No load money market mutual funds regulated by the Securities and Exchange Commission whose investment objectives include maintaining a stable \$1.0000 share value and that meet the requirements of the Government Code.
- g. Local government investment pools, either state-administered or through joint powers statutes and other intergovernmental agreement legislation authorized in compliance with the Government Code.

The investments set forth in Government Code § 2256.009(b), are not considered authorized investments.

The District is not required to liquidate investments that were authorized at the time of purchase. At least quarterly, the Investment Officers shall monitor the rating of any investment required by the Government Code to maintain a minimum credit rating. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

6. **SAFETY AND INVESTMENT MANAGEMENT** The Investment Officers shall observe financial market indicators, study financial trends, and utilize available educational tools in order to maintain appropriate managerial expertise. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio and offsets, during a 12-month period, any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio.

The Investment Officers shall create a competitive environment for all individual security purchases and sales, financial institution deposit placements, and money market mutual fund and local government investment pool selections. The Investment Officers shall develop and maintain procedures for ensuring a competitive environment.

7. **LIQUIDITY AND MATURITY**

- a. Unless otherwise prohibited by law, assets of the District shall be invested in instruments whose maturities do not exceed five (5) years from the time of purchase.
- b. The District's Investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

8. **DIVERSITY** Where appropriate, the investment portfolio shall be diversified in terms of investment instruments, maturity, scheduling, and financial institutions to reduce risk of loss resulting from over concentration of assets in a specific class of investments, specific maturity, or specific issuer. The District may achieve some diversification by placing part of its investment portfolio in a Local Government Investment Pool meeting the requirements of Government Code § 2256.016, if the Board authorizes the investment in the particular pool by resolution.
9. **FUNDS/STRATEGIES** Investments of the following fund categories shall be consistent with this policy and in accordance with the strategy defined below:

**OPERATING FUNDS:**

1. Suitability - Any investment eligible in the Investment Policy is suitable for Operating Funds (including debt service and other pooled funds).
  2. Safety of Principal - All investments shall be high quality with no perceived default risk. Market price fluctuations will occur. However, managing the weighted average days to maturity for the Operating Fund's portfolio to less than 300 days and restricting the maximum allowable maturity to two years will minimize the price volatility of the overall portfolio.
  3. Liquidity - The Operating Fund requires the greatest short-term liquidity of any of the Fund types. Short-term deposits, investment pools, and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.
  4. Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market.
  5. Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the District. Diversifying the appropriate maturity structure out through two years will reduce market cycle risk.
  6. Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective.
10. **SAFEKEEPING and CUSTODY:** All trades, where applicable, will be executed by delivery versus payment (DVP) to ensure that securities are deposited with an eligible safekeeping agent prior to the release of funds. District-owned securities will be evidenced by safekeeping receipts issued by the agent. The District may designate an eligible and authorized financial institution or broker/dealer as custodian for FDIC insured deposit placements as per the Government Code.

All financial institution deposits shall be insured or collateralized in compliance with applicable State law. Pledged collateral shall maintain a market value equal to or greater than 102% of the deposits plus accrued interest, less any amount insured by the FDIC. The District reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards deposits. Financial institutions will be required to sign a depository agreement. The collateralized deposit portion of the agreement shall define the District's rights to the collateral in case of default, bankruptcy, or closing, and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- a. The agreement must be in writing;

- b. The agreement has to be executed by the financial institution and the District contemporaneously with the acquisition of the asset;
- c. The agreement must be approved by the Board of Directors or designated committee of the financial institutions and a copy of the meeting minutes must be delivered to the District; and
- d. The agreement must be part of the financial institution’s “official record” continuously since its execution.

Securities pledged as collateral shall be held by an independent third party governed by a custodial agreement acceptable to the District. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The agreement must clearly state that the custodian is instructed to release pledged collateral to the District in the event the District has determined that the financial institution has failed to pay on any matured investments, or has determined that the funds of the District are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of the pledge must be supplied to the District and retained by the Investment Officers.

- 11. **BROKER/DEALERS** Broker/dealers must submit information as requested by the District and be in good standing with the Financial Industry Regulatory Authority (“FINRA”). Representatives of brokers/dealers shall be registered with the Texas State Securities Board. The Board, at least annually, shall review, revise and adopt a list of qualified broker/dealers that are authorized to engage in investment transactions with the District. The Board of Directors acknowledges the “List of Authorized, Qualified Broker/Dealers” as set forth in the document appended hereto as Appendix 1, which has been previously approved by the Board of Directors.
- 12. **INVESTMENT PROVIDERS** A written copy of this Investment Policy shall be presented to any person offering to engage in an investment transaction with the District.

Local Government Investment Pools and Discretionary Investment Management Firms shall execute a written instrument stating:

- a. The business organization has received and reviewed the District’s Investment Policy; and
- b. Has acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the District and the organization that are not authorized by the District’s Investment Policy, except to the extent that this authorization requires an analysis of the District’s entire portfolio or requires an interpretation of subjective investment standards, or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

An example of the written instrument is attached as Exhibit “A”. The Investment Officers may not acquire or otherwise obtain any authorized investment described in this policy from a person who has not delivered to the District an instrument that is substantially in this form.

- 13. **INVESTMENT TRAINING** In order to provide qualified and capable investment management, the Investment Officers of the District shall: (1) attend training, accumulating at least 10 hours, relating to the Treasurer’s or Investment Officers’ responsibilities under the Government Code within 12 months after taking office or assuming duties; and (2) attend training with each two-year period aligned with the District’s fiscal year and accumulating not less than 10 hours of instruction relating

to investment responsibilities under the Government Code. The training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolios, and compliance with the Government Code.

The Board approves the following independent sources of training:

- a. Government Treasurers' Organization of Texas
- b. Government Finance Officers Association (National and Texas)
- c. American Institute of Certified Public Accountants
- d. University of North Texas
- e. Texas State University

14. **STANDARD OF CARE** Investments shall be made with judgment and care, under prevailing circumstances that a person of prudence, discretion, and intelligence would exercise in the management of his or her own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investments shall be governed by the objectives specified in Government Code 2256.006, in the order of priority specified therein.

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

- a. The investment of all Funds, rather than the prudence of a single investment, over which the officer had responsibility.
- b. Whether the investment decision was consistent with this Investment Policy.

15. **PERSONAL INTEREST** An Investment Officer who has a personal business relationship with a business organization offering to engage in an investment transaction for the District or who is related within the second degree by affinity or consanguinity, as determined by Government Code, Chapter 573, to an individual seeking to sell an investment to the District shall file a statement disclosing that relationship with the Board and with the Texas Ethics Commission, and shall abstain from participation in the District's decision whether to engage the business organization or individual with which the Investment Officer has a relationship.

An Investment Officer has a personal business relationship with a business organization if:

- a. the Investment Officer owns 10 percent or more of the voting stock or shares of the business organizations or owns \$5,000 or more of the Fair Market Value of the business organization;
- b. Funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or
- c. The Investment Officer has acquired from the business organization investments with a Book Value of \$2,500 or more for the personal account of the Investment Officer.

16. **QUARTERLY REPORTS** The Investment Officers shall prepare and submit to the Board a written report in compliance with the requirements of the Government Code. This report shall be presented to the Board not less than quarterly, within a reasonable time after the end of the period. The report must:

- a. Contain a detailed description of the investment position of the District on the date of the report.
- b. Contain a summary statement of each pooled funds group that states:

- (1) Beginning Market Value for the reporting period.
  - (2) Additions and changes to the Market Value during the period.
  - (3) Ending Market Value for the period.
  - (4) Fully accrued interest for the reporting period.
- c. State the Book Value and Market Value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested.
  - d. State the maturity date of each separately invested asset that has a maturity date.
  - e. State the account or fund or pooled group fund in the District for which each individual investment was acquired.
  - f. State the compliance of the investment portfolio of the District as it relates to the District's investment strategy expressed in the District's Investment Policy and relevant provisions of law.
  - g. Record the signatures of each Investment Officer attesting to its compliance as required in item.

Market values will be obtained at least quarterly from sources deemed to be reliable and not affiliated with the original transaction acquiring the investment.

- 17. **ANNUAL REVIEW** The Investment Policy, and incorporated the investment strategies, shall be reviewed not less than annually by the Board. The Board shall affirmatively, by written resolution, state that it has reviewed the Investment Policy and investment strategies, and such resolution shall record any changes made in the Investment Policy or investment strategies.
- 18. **ANNUAL AUDIT** The Board shall perform or have conducted a compliance audit of management controls on investments and adherence to the Board's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit by the District's independent auditing firm. If the District invests in other than money market mutual funds, Investment Pools or deposits offered by its depository bank, the reports prepared by the Investment Officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the Board by that auditor.
- 20. **ELECTRONIC FUNDS TRANSFER** The District may use electronic means to transfer or invest all Funds collected or controlled by the District.
- 21. **AUTHORIZATION** Unless authorized by this Policy, (including the appendices hereto) a person may not deposit, withdraw, transfer, or manage in any other manner the Funds of the District.
- 22. **COMPLIANCE** All investments made by the District must comply with the Texas Public Funds Investment Act and all federal, state and local statutes, rule or regulations.

MONTGOMERY COUNTY HOSPITAL DISTRICT

**Banking and Investment Policy**  
(Signature Page)

Commented [JH2]: Confirm Board Member names

The undersigned hereby acknowledge that he/she has received and reviewed the District's Investment Policy:

\_\_\_\_\_  
[Georgette Whatley](#)~~Chris Grice~~, Chairman, MCHD Board of Directors

\_\_\_\_\_  
[Brent Thor](#)~~Bob Bagley~~, Vice-Chairman, MCHD Board of Directors

\_\_\_\_\_  
Sandra Wagner, Secretary, MCHD Board of Directors

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[Chris Grice](#)~~Brad Spratt~~, Treasurer, MCHD Board of Directors

\_\_\_\_\_  
[Brad Spratt](#)~~Justin Chance~~, Member, MCHD Board of Directors

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[Robert Hudson](#)~~Brent Thor~~, Member, MCHD Board of Directors

\_\_\_\_\_  
[Charles Shirley](#)~~Georgette Whatley~~, Member, MCHD Board of Directors

\_\_\_\_\_  
Randy Johnson, MCHD Chief Executive Officer

\_\_\_\_\_  
D. Brett Allen, MCHD Chief Financial Officer

\_\_\_\_\_  
Date



**EXHIBIT A**

**Example of Statement by Investment Provider**

My name is \_\_\_\_\_. I am a Qualified Representative of \_\_\_\_ (the "Business Organization"). This statement is provided to meet the requirements of the Public Funds Investment Act.

I hereby certify that

1. I have received and reviewed the District's Investment Policy;
2. The Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the District and the Organization that are not authorized by the District's Investment Policy, except to the extent that this authorization is dependent on an analysis of the make-up of the District's entire portfolio, or requires an interpretation of subjective investment standards, or relates to investment transactions of the District that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority; and
3. The statements, representations and declarations made in this document are true and correct.

\_\_\_\_\_  
Qualified Representative

**Appendix 1**

**List of Authorized Broker/Dealers**

<b><u>Institution</u></b>	<b><u>Representative</u></b>
FHN Financial	Buddy Saragusa
Raymond James Financial Services	Fred Greene
Wells Fargo Securities	Chuck Landry

The District is approving institution name. Representative data is for informational purposes only.

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# MONTGOMERY COUNTY HOSPITAL DISTRICT

## Banking and Investment Policy

This banking and investment policy (“Investment Policy”) is adopted to meet the District’s responsibilities under the Public Funds Investment Act, Chapter 2256, Texas Government Code (hereinafter “Government Code”). This Policy applies to all funds represented in the Annual Financial Report, with the exception of any retirement, endowment or trust funds.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to District funds. The District’s investment portfolio shall be designed and managed in a manner intended to maximize this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations.

Investments shall be made with the following primary objectives, listed in order of priority:

- \* **Safety** and preservation of principal
- \* Maintenance of sufficient **liquidity** to meet operating needs
- \* **Public trust** from prudent investment activities
- \* Optimization of **interest earnings** on the portfolio

1. **DEFINITIONS** For purposes of this Investment Policy, the following definitions shall apply:

- a. The “District” means Montgomery County Hospital District.
- b. “Bond Proceeds” means the proceeds from the sale of bonds, notes and any other obligations issued by the District, and reserves and funds maintained by the District for debt service purposes.
- c. “Book Value” means the original acquisition cost of an investment plus or minus the accrued amortization or accretion.
- d. “Funds” means public funds in the custody of the District that the District is authorized to invest.
- e. “Investment Pool” means an entity created under the Government Code as set forth in §§2256.016 to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are: (i) preservation and safety of principal; (ii) liquidity; and (iii) yield.
- f. “Market Value” means the current face or par value of an investment multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.
- g. “Qualified Representative” means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization and who is one of the following:
  - (1) for a business organization doing business that is regulated or registered with a securities commission, a person who is registered under the rules of the Financial Industry Regulatory Authority (FINRA);

- (2) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by a corporate resolution to act on behalf of and bind the banking institution; or
- (3) for an Investment Pool, the person authorized by the elected official or board with authority to administer the activities of the Investment Pool to sign the written instrument on behalf of the Investment Pool.

2. **INVESTMENT OFFICERS** The Chief Executive Officer (“CEO”), Chief Financial Officer (“CFO”), and Treasurer of the Board of Directors shall serve as Investment Officers of the District, shall recommend appropriate legally authorized and adequately secured investments, and shall invest District Funds as directed by the Board and this Investment Policy. In making investment decisions pertaining to investments of District funds, the Investment Officers shall exercise the judgment and care under prevailing circumstances that a prudent person would exercise in the management of his or her own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. When deciding whether an Investment Officer’s actions were prudent, the determination should be based upon the total investment portfolio, rather than an individual investment in the portfolio, provided deviations from expectations are reported in a timely fashion. However, an investment transaction not consistent with this Investment Policy would not be considered prudent.

3. **WITHDRAWAL & TRANSFER AUTHORITY** The CEO, CFO, or the Treasurer of the Board of Directors is authorized to withdraw, transfer, and reinvest the District’s investments as prescribed in this Investment Policy. Any other employee or representative of the District will be permitted to perform these functions by express written authority of the Board or the CEO (see Exhibit “B”).

4. **CHECKS, DRAFTS, ETC.**

- a. Except as otherwise provided herein, all checks, drafts, notes or other orders for payment of money issued in the name of the District shall be signed (i) by the CEO, CFO, or by one (1) member of the Board for dollar amounts up to \$25,000.00; or (ii) by the CEO or CFO and by one (1) member of the Board for dollar amounts totaling greater than \$25,000.00.
- b. Due to an extended and/or unexpected absence of the CFO, all checks, drafts, notes or other orders for payment of money issued in the name of the District shall be signed (i) by the CEO or Chief Operating Officer or by one (1) member of the Board for dollar amounts up to \$25,000.00; or (ii) by the CEO or acting CFO and by one (1) member of the Board, or by a combination of any three (3) members of the Board for dollar amounts totaling greater than \$25,000.00.
- c. The CEO may not initiate and sign a purchase order and thereafter sign the check (or authorize an electronic draft) evidencing payment of the Purchase Order.

Drafts to the District’s bank accounts for certain expenditures may be made through electronic signatures, electronic payments, and/or other automated arrangements not requiring a physical signature of a District representative.

5. **APPROVED INVESTMENTS** The District is authorized to invest its Funds in only the investment types, consistent with the strategies and maturities defined in this Investment Policy and chapter 2256 of the Government Code. The maximum stated maturity of any individual investment should be no longer than 5 years, and the maximum dollar-weighted average maturity of any pooled fund should be no longer than one year.

The following investments will be permitted:

- a. Obligations, including letters of credit, of the United States or its agencies or instrumentalities, including the Federal Home Loan Banks;
- b. Other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States or its agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
- c. Obligations of the State of Texas or its agencies and instrumentalities, and obligations of counties, cities, and other political subdivisions of this State rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
- d. Fully insured or collateralized deposits at eligible depositories placed in compliance with this Policy and the Government Code;
- e. Repurchase agreements placed in compliance with the Government Code.
- f. No load money market mutual funds regulated by the Securities and Exchange Commission whose investment objectives include maintaining a stable \$1.0000 share value and that meet the requirements of the Government Code.
- g. Local government investment pools, either state-administered or through joint powers statutes and other intergovernmental agreement legislation authorized in compliance with the Government Code.

The investments set forth in Government Code § 2256.009(b), are not considered authorized investments.

The District is not required to liquidate investments that were authorized at the time of purchase. At least quarterly, the Investment Officers shall monitor the rating of any investment required by the Government Code to maintain a minimum credit rating. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

6. **SAFETY AND INVESTMENT MANAGEMENT** The Investment Officers shall observe financial market indicators, study financial trends, and utilize available educational tools in order to maintain appropriate managerial expertise. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio and offsets, during a 12-month period, any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio.

The Investment Officers shall create a competitive environment for all individual security purchases and sales, financial institution deposit placements, and money market mutual fund and local government investment pool selections. The Investment Officers shall develop and maintain procedures for ensuring a competitive environment.

7. **LIQUIDITY AND MATURITY**

- a. Unless otherwise prohibited by law, assets of the District shall be invested in instruments whose maturities do not exceed five (5) years from the time of purchase.
- b. The District's Investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

8. **DIVERSITY** Where appropriate, the investment portfolio shall be diversified in terms of investment instruments, maturity, scheduling, and financial institutions to reduce risk of loss resulting from over concentration of assets in a specific class of investments, specific maturity, or specific issuer. The District may achieve some diversification by placing part of its investment portfolio in a Local Government Investment Pool meeting the requirements of Government Code § 2256.016, if the Board authorizes the investment in the particular pool by resolution.
9. **FUNDS/STRATEGIES** Investments of the following fund categories shall be consistent with this policy and in accordance with the strategy defined below:

**OPERATING FUNDS:**

1. Suitability - Any investment eligible in the Investment Policy is suitable for Operating Funds (including debt service and other pooled funds).
  2. Safety of Principal - All investments shall be high quality with no perceived default risk. Market price fluctuations will occur. However, managing the weighted average days to maturity for the Operating Fund's portfolio to less than 300 days and restricting the maximum allowable maturity to two years will minimize the price volatility of the overall portfolio.
  3. Liquidity - The Operating Fund requires the greatest short-term liquidity of any of the Fund types. Short-term deposits, investment pools, and money market mutual funds will provide daily liquidity and may be utilized as a competitive yield alternative to fixed maturity investments.
  4. Marketability - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash flow requirement. Historical market "spreads" between the bid and offer prices of a particular security-type of less than a quarter of a percentage point will define an efficient secondary market.
  5. Diversification - Investment maturities should be staggered throughout the budget cycle to provide cash flow based on the anticipated operating needs of the District. Diversifying the appropriate maturity structure out through two years will reduce market cycle risk.
  6. Yield - Attaining a competitive market yield for comparable investment-types and portfolio restrictions is the desired objective. The yield of an equally weighted, rolling six-month Treasury Bill portfolio will be the minimum yield objective.
10. **SAFEKEEPING and CUSTODY:** All trades, where applicable, will be executed by delivery versus payment (DVP) to ensure that securities are deposited with an eligible safekeeping agent prior to the release of funds. District-owned securities will be evidenced by safekeeping receipts issued by the agent. The District may designate an eligible and authorized financial institution or broker/dealer as custodian for FDIC insured deposit placements as per the Government Code.

All financial institution deposits shall be insured or collateralized in compliance with applicable State law. Pledged collateral shall maintain a market value equal to or greater than 102% of the deposits plus accrued interest, less any amount insured by the FDIC. The District reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards deposits. Financial institutions will be required to sign a depository agreement. The collateralized deposit portion of the agreement shall define the District's rights to the collateral in case of default, bankruptcy, or closing, and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- a. The agreement must be in writing;

- b. The agreement has to be executed by the financial institution and the District contemporaneously with the acquisition of the asset;
- c. The agreement must be approved by the Board of Directors or designated committee of the financial institutions and a copy of the meeting minutes must be delivered to the District; and
- d. The agreement must be part of the financial institution’s “official record” continuously since its execution.

Securities pledged as collateral shall be held by an independent third party governed by a custodial agreement acceptable to the District. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The agreement must clearly state that the custodian is instructed to release pledged collateral to the District in the event the District has determined that the financial institution has failed to pay on any matured investments, or has determined that the funds of the District are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of the pledge must be supplied to the District and retained by the Investment Officers.

- 11. **BROKER/DEALERS** Broker/dealers must submit information as requested by the District and be in good standing with the Financial Industry Regulatory Authority (“FINRA”). Representatives of brokers/dealers shall be registered with the Texas State Securities Board. The Board, at least annually, shall review, revise and adopt a list of qualified broker/dealers that are authorized to engage in investment transactions with the District. The Board of Directors acknowledges the “List of Authorized, Qualified Broker/Dealers” as set forth in the document appended hereto as Appendix 1, which has been previously approved by the Board of Directors.
- 12. **INVESTMENT PROVIDERS** A written copy of this Investment Policy shall be presented to any person offering to engage in an investment transaction with the District.

Local Government Investment Pools and Discretionary Investment Management Firms shall execute a written instrument stating:

- a. The business organization has received and reviewed the District’s Investment Policy; and
- b. Has acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the District and the organization that are not authorized by the District’s Investment Policy, except to the extent that this authorization requires an analysis of the District’s entire portfolio or requires an interpretation of subjective investment standards, or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

An example of the written instrument is attached as Exhibit “A”. The Investment Officers may not acquire or otherwise obtain any authorized investment described in this policy from a person who has not delivered to the District an instrument that is substantially in this form.

- 13. **INVESTMENT TRAINING** In order to provide qualified and capable investment management, the Investment Officers of the District shall: (1) attend training, accumulating at least 10 hours, relating to the Treasurer’s or Investment Officers’ responsibilities under the Government Code within 12 months after taking office or assuming duties; and (2) attend training with each two-year period aligned with the District’s fiscal year and accumulating not less than 10 hours of instruction relating

to investment responsibilities under the Government Code. The training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolios, and compliance with the Government Code.

The Board approves the following independent sources of training:

- a. Government Treasurers' Organization of Texas
- b. Government Finance Officers Association (National and Texas)
- c. American Institute of Certified Public Accountants
- d. University of North Texas
- e. Texas State University

- 14. STANDARD OF CARE** Investments shall be made with judgment and care, under prevailing circumstances that a person of prudence, discretion, and intelligence would exercise in the management of his or her own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investments shall be governed by the objectives specified in Government Code 2256.006, in the order of priority specified therein.

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

- a. The investment of all Funds, rather than the prudence of a single investment, over which the officer had responsibility.
- b. Whether the investment decision was consistent with this Investment Policy.

- 15. PERSONAL INTEREST** An Investment Officer who has a personal business relationship with a business organization offering to engage in an investment transaction for the District or who is related within the second degree by affinity or consanguinity, as determined by Government Code, Chapter 573, to an individual seeking to sell an investment to the District shall file a statement disclosing that relationship with the Board and with the Texas Ethics Commission, and shall abstain from participation in the District's decision whether to engage the business organization or individual with which the Investment Officer has a relationship.

An Investment Officer has a personal business relationship with a business organization if:

- a. the Investment Officer owns 10 percent or more of the voting stock or shares of the business organizations or owns \$5,000 or more of the Fair Market Value of the business organization;
- b. Funds received by the Investment Officer from the business organization exceed 10 percent of the Investment Officer's gross income for the previous year; or
- c. The Investment Officer has acquired from the business organization investments with a Book Value of \$2,500 or more for the personal account of the Investment Officer.

- 16. QUARTERLY REPORTS** The Investment Officers shall prepare and submit to the Board a written report in compliance with the requirements of the Government Code. This report shall be presented to the Board not less than quarterly, within a reasonable time after the end of the period. The report must:

- a. Contain a detailed description of the investment position of the District on the date of the report.
- b. Contain a summary statement of each pooled funds group that states:



- (1) Beginning Market Value for the reporting period.
  - (2) Additions and changes to the Market Value during the period.
  - (3) Ending Market Value for the period.
  - (4) Fully accrued interest for the reporting period.
- c. State the Book Value and Market Value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested.
  - d. State the maturity date of each separately invested asset that has a maturity date.
  - e. State the account or fund or pooled group fund in the District for which each individual investment was acquired.
  - f. State the compliance of the investment portfolio of the District as it relates to the District's investment strategy expressed in the District's Investment Policy and relevant provisions of law.
  - g. Record the signatures of each Investment Officer attesting to its compliance as required in item.

Market values will be obtained at least quarterly from sources deemed to be reliable and not affiliated with the original transaction acquiring the investment.

- 17. **ANNUAL REVIEW** The Investment Policy, and incorporated the investment strategies, shall be reviewed not less than annually by the Board. The Board shall affirmatively, by written resolution, state that it has reviewed the Investment Policy and investment strategies, and such resolution shall record any changes made in the Investment Policy or investment strategies.
- 18. **ANNUAL AUDIT** The Board shall perform or have conducted a compliance audit of management controls on investments and adherence to the Board's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit by the District's independent auditing firm. If the District invests in other than money market mutual funds, Investment Pools or deposits offered by its depository bank, the reports prepared by the Investment Officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the Board by that auditor.
- 20. **ELECTRONIC FUNDS TRANSFER** The District may use electronic means to transfer or invest all Funds collected or controlled by the District.
- 21. **AUTHORIZATION** Unless authorized by this Policy, (including the appendices hereto) a person may not deposit, withdraw, transfer, or manage in any other manner the Funds of the District.
- 22. **COMPLIANCE** All investments made by the District must comply with the Texas Public Funds Investment Act and all federal, state and local statutes, rule or regulations.

**MONTGOMERY COUNTY HOSPITAL DISTRICT**

**Banking and Investment Policy**  
**(Signature Page)**

The undersigned hereby acknowledge that he/she has received and reviewed the District's Investment Policy:

\_\_\_\_\_  
Georgette Whatley, Chairman, MCHD Board of Directors

\_\_\_\_\_  
Brent Thor, Vice-Chairman, MCHD Board of Directors

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Sandra Wagner, Secretary, MCHD Board of Directors

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Chris Grice, Treasurer, MCHD Board of Directors

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Brad Spratt, Member, MCHD Board of Directors

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Robert Hudson, Member, MCHD Board of Directors

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Charles Shirley, Member, MCHD Board of Directors

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Randy Johnson, MCHD Chief Executive Officer

\_\_\_\_\_  
D. Brett Allen, MCHD Chief Financial Officer

\_\_\_\_\_  
Date

## EXHIBIT A

### Example of Statement by Investment Provider

My name is \_\_\_\_\_. I am a Qualified Representative of \_\_\_\_ (the “Business Organization”). This statement is provided to meet the requirements of the Public Funds Investment Act.

I hereby certify that

1. I have received and reviewed the District’s Investment Policy;
2. The Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the District and the Organization that are not authorized by the District’s Investment Policy, except to the extent that this authorization is dependent on an analysis of the make-up of the District’s entire portfolio, or requires an interpretation of subjective investment standards, or relates to investment transactions of the District that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority; and
3. The statements, representations and declarations made in this document are true and correct.

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Qualified Representative

## Appendix 1

### List of Authorized Broker/Dealers

<u>Institution</u>	<u>Representative</u>
FHN Financial	Buddy Saragusa
Raymond James Financial Services	Fred Greene
Wells Fargo Securities	Chuck Landry

The District is approving institution name. Representative data is for informational purposes only.

AGENDA ITEM # 24

Consider and act on payment of District invoices (Mr. Grice, Treasurer-MCHD Board)

TOTAL FOR

INVOICES

\$2,491,832.23

**Montgomery County Hospital District**  
**Invoice Expense Allocation Report**  
Board Meeting 04/25/2023 Paid Invoices

Vendor Name	Invoice Date	Invoice No.	Invoice Description	Account No.	Account Description	Amount
ABC PEST CONTROL OF HOUSTON, INC.	3/1/2023	90429472	MAINTENANCE & REPAIRS	10-016-55600	Maintenance & Repairs-Bu	\$1,500.00
Totals for ABC PEST CONTROL OF HOUSTON, INC.:						\$1,500.00
ACETECH CORP.	3/1/2023	1175	ADVANCED VEHICLE INFORMATICS ANNUAL FEE	10-010-55650	Maintenance- Equipment-F	\$66,312.00
	3/1/2023	1223	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$1,145.00
Totals for ACETECH CORP.:						\$67,457.00
ALONTI CAFE & CATERING	3/3/2023	1900644	CE 03.03.2023	10-009-56100	Meeting Expenses-Dept	\$533.48
	3/2/2023	1900643	CE 03.02.2023	10-009-56100	Meeting Expenses-Dept	\$632.89
	3/1/2023	1900642	CE 03.01.2023	10-009-56100	Meeting Expenses-Dept	\$533.48
	3/1/2023	1900641	CE 02.28.2023	10-009-56100	Meeting Expenses-Dept	\$605.37
	3/1/2023	1900640	CE 02.27.2023	10-009-56100	Meeting Expenses-Dept	\$632.89
	3/1/2023	1898812	CE 02.23.2023	10-009-56100	Meeting Expenses-Dept	\$255.17
Totals for ALONTI CAFE & CATERING:						\$3,193.28
AMAZON.COM LLC	3/1/2023	XMZMOHYHLLZI	UNIFORMS	10-007-58700	Uniforms-EMS	\$99.99
Totals for AMAZON.COM LLC:						\$99.99
AMERICAN HEART ASSOCIATION, INC. (AHA)	3/1/2023	SCPR119369	BLS PROVIDER CARDS	10-000-14900	Prepaid Expenses-BS	\$1,475.00
	3/11/2023	SCPR122157	BLS PROVIDER MANUAL	10-009-52600	Books/Materials-Dept	\$635.94
	3/18/2023	SCPR122978	BOOKS/MATERIALS	10-009-52600	Books/Materials-Dept	\$4,165.00
	3/18/2023	SCPR122825	BOOKS/MATERIALS	10-009-52600	Books/Materials-Dept	\$4,557.00
	3/18/2023	SCPR122855	BOOKS/MATERIALS	10-009-52600	Books/Materials-Dept	\$2,499.00
Totals for AMERICAN HEART ASSOCIATION, INC. (AHA):						\$13,331.94
AMERITAS LIFE INSURANCE CORP	3/1/2023	010-48743 03.01.2:	ACCT 010-048743-00002 VISION PREMIUMS FEB 23	10-025-51700	Health & Dental-Human	\$4,269.26
Totals for AMERITAS LIFE INSURANCE CORP:						\$4,269.26
ANRITSU AMERICAS SALES COMPANY	3/24/2023	9000018765	READIO REPAIRS	10-004-57200	Radio Repairs - Outsourced	\$1,321.00
Totals for ANRITSU AMERICAS SALES COMPANY:						\$1,321.00
AT&T (105414)	3/13/2023	812599426	03.13.2 STATION 41 FIRE PANEL 03/13/23-04/12/23	10-016-58800	Utilities-Facil	\$232.74
	3/21/2023	131652005	03.21.2 HISD T1 ISSI 03/21/23-04/20/23	10-004-58310	Telephones-Service-Radio	\$239.57
Totals for AT&T (105414):						\$472.31
AT&T MOBILITY-ROC (6463)	3/1/2023	7283884314X0227	ACCT# 287283884314 01/20/23-02/19/23	10-015-58200	Telephones-Cellular-Infor	\$310.26
				10-004-58200	Telephones-Cellular-Radio	\$50.82
	3/27/2023	7283884314X0327	ACCT# 287283884314 01/20/23-02/19/23	10-015-58200	Telephones-Cellular-Infor	\$310.26
				10-004-58200	Telephones-Cellular-Radio	\$50.82
Totals for AT&T MOBILITY-ROC (6463):						\$722.16
BATES, LAUREN	3/1/2023	ABE*03012023	WELLNESS	10-025-54350	Employee Health/Wellness	\$25.00
Totals for BATES, LAUREN:						\$25.00
BCBS OF TEXAS (DENTAL)	3/1/2023	123611 03.01.23	BILL PERIOD: 03-01-2023 TO 04-01-2023	10-025-51700	Health & Dental-Human	\$23,731.64

**Montgomery County Hospital District**  
**Invoice Expense Allocation Report**  
Board Meeting 04/25/2023 Paid Invoices

Vendor Name	Invoice Date	Invoice No.	Invoice Description	Account No.	Account Description	Amount
Totals for BCBS OF TEXAS (DENTAL):						\$23,731.64
BCBS OF TEXAS (POB 731428)	3/1/2023	131645257066	ADMINISTRIVE FEE 02/01/2023-02/28/2023	10-025-51720	Health Insurance Admin Fe	\$55,158.04
	3/5/2023	523326432360	BCBS PPO & HSA CLAIMS 02/25/2023-03/03/2023	10-025-51710	Health Insurance Claims-H	\$118,094.37
	3/12/2023	523324492372	BCBS PPO & HSA CLAIMS 03/04/2023-03/10/2023	10-025-51710	Health Insurance Claims-H	\$72,540.82
	3/19/2023	523323479941	BCBS PPO & HSA CLAIMS 03/11/2023-03/17/2023	10-025-51710	Health Insurance Claims-H	\$127,649.00
	3/26/2023	523328959919	BCBS PPO & HSA CLAIMS 03/17/2023-03/24/2023	10-025-51710	Health Insurance Claims-H	\$77,562.32
Totals for BCBS OF TEXAS (POB 731428):						\$451,004.55
BEASLEY, ALINA	3/7/2023	BEA*03072023	YEARS OF SERVICE	10-025-54450	Employee Recognition-Hu	\$300.00
	Totals for BEASLEY, ALINA:					
BIOCONNECT US INC.	3/14/2023	INV20229	SMALL EQUIPMENT	10-009-57750	Small Equipment & Furnit	\$115.00
	3/1/2023	INV20110	MEDIXSAFE NARC LOCKER	10-009-57750	Small Equipment & Furnit	\$98,266.56
Totals for BIOCONNECT US INC.:						\$98,381.56
BOUND TREE MEDICAL, LLC	3/1/2023	84877190	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$61.50
	3/1/2023	84843149	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$1,519.80
	3/1/2023	84870202	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$4,275.72
				10-008-53900	Disposable Medical Suppli	\$9,616.00
	3/2/2023	84877191	MEDICAL SUPPLIES	10-008-53900	Disposable Medical Suppli	\$11,909.48
				10-009-54000	Drug Supplies-Dept	\$2,450.03
	3/1/2023	84874569	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$720.00
	3/1/2023	84870201	MEDICAL SUPPLIES	10-008-53900	Disposable Medical Suppli	\$305.28
	3/8/2023	84883755	MEDICAL SUPPLIES	10-008-53900	Disposable Medical Suppli	\$12,147.34
				10-009-54000	Drug Supplies-Dept	\$4,354.17
				10-008-53800	Disposable Linen-Mater	\$1,316.00
	3/9/2023	84885278	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$502.18
	3/21/2023	84897208	MEDICAL SUPPLIES	10-008-53900	Disposable Medical Suppli	\$5,411.32
3/23/2023	84900123	MEDICAL SUPPLIES	10-008-53800	Disposable Linen-Mater	\$1,316.00	
Totals for BOUND TREE MEDICAL, LLC:						\$55,904.82
BUD GRIFFIN SUPPORT, INC.	3/13/2023	03-25629	MAINTENANCE & REPAIRS	10-016-55600	Maintenance & Repairs-Bu	\$750.00
	Totals for BUD GRIFFIN SUPPORT, INC.:					
CAMPBELL, JAMES	3/15/2023	CAM*03152023	PER DIEM - TEXAS NAEMSP CONFERENCE (04/02/2023-04	10-007-53150	Conferences - Fees, Travel,	\$166.00
	Totals for CAMPBELL, JAMES:					
CANON FINANCIAL SERVICES, INC.	3/12/2023	30152754	SCHEDULE# 001-0735472-002 CONTRACT # DIR-TSL-3101	10-015-55400	Leases/Contracts-Infor	\$4,228.70
	Totals for CANON FINANCIAL SERVICES, INC.:					
CBP EMERGENCY CARE PLLC	3/1/2023	CBP030123	ASSISTANT MEDICAL DIRECTOR/MD TERM ON CALL 02/	10-009-57100	Professional Fees-Dept	\$14,820.00
	Totals for CBP EMERGENCY CARE PLLC:					
CDW GOVERNMENT, INC.	3/1/2023	FQ18673	VMWARE VSPH 7 ENT	10-015-53050	Computer Software-Infor	\$1,976.00
	3/1/2023	GZ95745	SMALL EQUIPMENT	10-015-57750	Small Equipment & Furnit	\$4,926.24

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Vendor Name	Invoice Date	Invoice No.	Invoice Description	Account No.	Account Description	Amount
	3/1/2023	HB20756	COMPUTER SUPPLIES	10-015-53100	Computer Supplies/Non-C	\$1,102.54
	3/1/2023	HB57950	SMALL EQUIPMENT	10-015-57750	Small Equipment & Furnit	\$305.28
	3/1/2023	GW39926	COMPUTER SUPPLIES	10-015-53100	Computer Supplies/Non-C	\$398.80
	3/1/2023	GW20731	COMPUTER SUPPLIES	10-015-53100	Computer Supplies/Non-C	\$868.41
	3/1/2023	GP00139	COMPUTER SOFTWARE	10-005-53050	Computer Software-Accou	\$57.41
	3/1/2023	GJ28939	SMALL EQUIPMENT	10-015-57750	Small Equipment & Furnit	\$426.72
	3/6/2023	HF17918	COMPUTER SUPPLIES	10-015-53100	Computer Supplies/Non-C	\$41.72
	3/6/2023	HF36715	SMALL EQUIPMENT	10-015-57750	Small Equipment & Furnit	\$1,102.54
	3/9/2023	HG89459	COMPUTER SUPPLIES	10-015-53100	Computer Supplies/Non-C	\$200.83
	3/15/2023	HK71923	SMALL EQUIPMENT	10-015-57750	Small Equipment & Furnit	\$6,157.80
	3/21/2023	HN12407	ADO GOV ACROBAT PRO 2020	10-015-53050	Computer Software-Infor	\$521.72
	3/15/2023	HK32387	COMPUTER SOFTWARE	10-015-53050	Computer Software-Infor	\$6,916.64
	3/16/2023	HL40004	SMALL EQUIPMENT	10-015-57750	Small Equipment & Furnit	\$381.60
	3/17/2023	HL49648	COMPUTER SUPPLIES	10-015-53100	Computer Supplies/Non-C	\$316.60
	3/1/2023	GN96761	COMPUTER MAINTENANCE	10-015-53000	Computer Maintenance-Inf	\$2,463.70
	3/1/2023	GV61651	COMPUTER SUPPLIES	10-015-53100	Computer Supplies/Non-C	\$252.30
	3/8/2023	HG80868	COMPUTER SOFTWARE	10-015-53050	Computer Software-Infor	\$7,760.00
	3/1/2023	HB82841	COMPUTER SOFTWARE	10-015-53050	Computer Software-Infor	\$11.87
					Totals for CDW GOVERNMENT, INC.:	\$36,188.72
CENTERPOINT ENERGY (REL109)	3/2/2023	9203168 03.02.23	STATION 30 01/25/23-02/24/23	10-016-58800	Utilities-Facil	\$24.50
	3/10/2023	88589239 03.10.23	ADMIN 02/02/23-03/03/23	10-016-58800	Utilities-Facil	\$1,404.35
	3/14/2023	1018941639 03.14.23	STATION 15 02/07/23-03/08/23	10-016-58800	Utilities-Facil	\$25.89
	3/14/2023	88820089 03.14.23	STATION 10 02/06/23-03/07/23	10-016-58800	Utilities-Facil	\$26.75
	3/21/2023	1013049610 03.21.23	STATION 45 02/13/23-03/14/23	10-016-58800	Utilities-Facil	\$25.26
	3/21/2023	98116148 03.21.23	STATION 14 02/14/23-03/15/23	10-016-58800	Utilities-Facil	\$34.84
	3/21/2023	1006986422 03.21.23	STATION 43 02/13/23-03/14/23	10-016-58800	Utilities-Facil	\$83.67
	3/3/2023	1015806066 03.03.23	ROBINSTON TOWER 01/27/23-02/24/23	10-004-58800	Utilities-Radio	\$41.54
	3/6/2023	88796735 03.06.23	STATION 20 01/27/23-02/28/23	10-016-58800	Utilities-Facil	\$392.26
	3/31/2023	92013168 03.31.23	STATION 30 02/24/23-03/24/23	10-016-58800	Utilities-Facil	\$24.50
					Totals for CENTERPOINT ENERGY (REL109):	\$2,083.56
CHAPA, IDA	3/8/2023	CHA*03082023	EXPENSE - EMPLOYEE RECOGNITION	10-002-54450	Employee Recognition-HC	\$153.94
					Totals for CHAPA, IDA:	\$153.94
CHASE PEST CONTROL, INC.	3/10/2023	44854	EXTERIOR SERVICE BI-MONTHLY	10-016-55600	Maintenance & Repairs-Bu	\$155.00
	3/10/2023	44851	EXTERIOR SERVICE BI-MONTHLY	10-016-55600	Maintenance & Repairs-Bu	\$155.00
	3/10/2023	44853	EXTERIOR SERVICE BI-MONTHLY	10-016-55600	Maintenance & Repairs-Bu	\$185.00
	3/10/2023	44852	EXTERIOR SERVICE BI-MONTHLY	10-016-55600	Maintenance & Repairs-Bu	\$175.00
	3/10/2023	44859	EXTERIOR SERVICE BI-MONTHLY	10-016-55600	Maintenance & Repairs-Bu	\$195.00
					Totals for CHASE PEST CONTROL, INC.:	\$865.00
CITY OF CONROE (POB 3066)	3/27/2023	CIT*03272023	BUS TICKETS	10-000-21525	P/R-United Way Deductor	\$25.00
					Totals for CITY OF CONROE (POB 3066):	\$25.00
CLARK, MORGAN	3/13/2023	CLA*03132023	TUITION - 2023	10-025-58550	Tuition Reimbursement-Hu	\$308.00



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Totals for CLARK, MORGAN:						\$308.00
CLASSIC CHEVROLET SUGAR LAND, LLC	3/1/2023	2292735	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$671.93
	3/6/2023	2319251	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$222.70
	3/20/2023	2328090	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$2,131.74
	3/20/2023	2328219	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$563.88
	3/23/2023	2331288	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$1,325.81
	3/22/2023	2330239	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$579.12
Totals for CLASSIC CHEVROLET SUGAR LAND, LLC:						\$5,495.18
COLONIAL LIFE	3/1/2023	33876100203031	CONTROL NO. E3387610 PREMIUMS 02/01/2023-02/28/2023	10-000-21590	P/R-Premium Cancer/Accid	\$4,290.36
	Totals for COLONIAL LIFE:					
COLORTECH DIRECT & IMPACT PRINTING	3/1/2023	38041	BUSINESS CARDS	10-008-57000	Printing Services-Mater	\$80.00
	3/1/2023	38126	BUSINESS CARDS	10-008-57000	Printing Services-Mater	\$160.00
	3/22/2023	38263	BUSINESS CARD	10-008-57000	Printing Services-Mater	\$80.00
Totals for COLORTECH DIRECT & IMPACT PRINTING:						\$320.00
COMCAST CORPORATION (POB 60533)	3/1/2023	080546356	03.01.2 STATION 21 03/05/23-04/04/23	10-015-58310	Telephones-Service-Infor	\$75.44
	Totals for COMCAST CORPORATION (POB 60533):					
CONROE TRUCK & TRAILER INC.	3/18/2023	310108-01	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$372.50
	3/7/2023	310108-00	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$99.50
	3/27/2023	310870-00	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$1,696.76
Totals for CONROE TRUCK & TRAILER INC.:						\$2,168.76
CONROE WELDING SUPPLY, INC.	3/1/2023	R02231193	CYLINDER RENTAL	10-008-56600	Oxygen & Gases-Mater	\$37.50
	3/1/2023	R02231194	CYLINDER RENTAL	10-008-56600	Oxygen & Gases-Mater	\$3.45
	3/1/2023	R02231196	CYLINDER RENTAL	10-008-56600	Oxygen & Gases-Mater	\$3.45
	3/1/2023	R02231198	CYLINDER RENTAL	10-008-56600	Oxygen & Gases-Mater	\$6.90
	3/1/2023	R02231199	CYLINDER RENTAL	10-008-56600	Oxygen & Gases-Mater	\$6.90
	3/1/2023	R02231201	CYLINDER RENTAL	10-008-56600	Oxygen & Gases-Mater	\$6.90
	3/1/2023	R02231203	CYLINDER RENTAL	10-008-56600	Oxygen & Gases-Mater	\$10.35
	3/1/2023	R02231204	CYLINDER RENTAL	10-008-56600	Oxygen & Gases-Mater	\$6.90
	3/1/2023	R02231205	CYLINDER RENTAL	10-008-56600	Oxygen & Gases-Mater	\$10.35
	3/1/2023	R02231206	CYLINDER RENTAL	10-008-56600	Oxygen & Gases-Mater	\$3.45
	3/1/2023	R02231207	CYLINDER RENTAL	10-008-56600	Oxygen & Gases-Mater	\$3.45
	3/1/2023	R02231209	CYLINDER RENTAL	10-008-56600	Oxygen & Gases-Mater	\$10.35
	3/1/2023	R02231214	CYLINDER RENTAL	10-008-56600	Oxygen & Gases-Mater	\$6.90
	3/1/2023	R02231215	CYLINDER RENTAL	10-008-56600	Oxygen & Gases-Mater	\$57.69
	3/1/2023	R02231219	CYLINDER RENTAL	10-008-56600	Oxygen & Gases-Mater	\$66.15
	3/1/2023	R02231804	CYLINDER RENTAL	10-008-56600	Oxygen & Gases-Mater	\$72.20
	3/1/2023	CT161772	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$145.56
	3/1/2023	PS504709	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$59.09
	3/1/2023	PS504712	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$44.72
	3/1/2023	PS504713	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$66.68

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	3/1/2023	CT162328	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$188.36
	3/1/2023	CT162466	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$395.42
	3/1/2023	PS505071	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$75.42
	3/1/2023	PS505070	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$64.44
	3/1/2023	PS505067	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$60.30
	3/1/2023	CT163190	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$155.42
	3/1/2023	CT163313	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$156.54
	3/1/2023	CT163323	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$135.70
	3/1/2023	PS505137	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$64.44
	3/1/2023	PS505138	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$94.02
	3/1/2023	CT163469	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$123.60
	3/1/2023	CT162860	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$103.08
	3/1/2023	CT163556	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$103.88
	3/1/2023	CT163561	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$158.78
	3/1/2023	CT163727	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$154.30
	3/1/2023	CT163864	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$96.26
	3/1/2023	PS504363	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$54.58
	3/1/2023	PS504361	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$37.75
	3/1/2023	PS503978	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$75.42
	3/1/2023	CT160661	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$66.68
	3/1/2023	CT160674	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$156.54
	3/1/2023	CT160024	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$146.68
	3/1/2023	CT159821	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$123.60
	3/1/2023	CT164276	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$198.22
	3/1/2023	PS505419	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$84.16
	3/1/2023	PS505411	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$55.70
	3/1/2023	PS505410	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$76.54
	3/1/2023	PS505407	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$37.75
	3/1/2023	CT163376	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$136.82
	3/1/2023	CT162205A	NITROUS OXIDE	10-008-56600	Oxygen & Gases-Mater	\$189.56
	3/1/2023	CT160010B	NITROUS OXIDE	10-008-56600	Oxygen & Gases-Mater	\$82.28
	3/1/2023	CT162205B	NITROUS OXIDE	10-008-56600	Oxygen & Gases-Mater	\$20.57
	3/13/2023	PS506103	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$95.14
	3/15/2023	CT166273	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$306.68
	3/15/2023	CT166326	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$115.98
	3/16/2023	CT166067	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$166.40
	3/20/2023	PS506100	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$65.56
	3/20/2023	PS506443	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$37.75
	3/20/2023	PS506444	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$95.14
	3/20/2023	PS506449	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$95.14
	3/21/2023	CT167091	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$84.78
	3/21/2023	CT167093	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$339.62
	3/22/2023	CT167378	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$167.52
	3/23/2023	CT167234	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$194.86
	3/23/2023	CT167339	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$78.88
	3/27/2023	PS506805	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$37.75

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	3/27/2023	PS506807	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$94.02
	3/27/2023	PS506808	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$34.86
	3/27/2023	PS506809	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$75.42
	3/28/2023	CT168002	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$126.96
	3/28/2023	CT168044	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$123.60
	3/30/2023	CT168056	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$96.71
	3/30/2023	CT168200	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$214.58
	3/7/2023	CT165189	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$186.12
	3/13/2023	PS506097	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$48.42
	3/13/2023	PS506101	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$64.44
	3/8/2023	CT165419	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$143.32
	3/8/2023	CT165363	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$123.60
	3/8/2023	CT165074	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$144.44
	3/7/2023	CT165283	OXYGEN MEDICAL	10-008-56600	Oxygen & Gases-Mater	\$106.12
				Totals for CONROE WELDING SUPPLY, INC.:		<u>\$7,765.56</u>
CONSOLIDATED COMMUNICATIONS-TXU	3/1/2023	3653911600 03.01.	ADMIN 02/21/23-03/20/23	10-015-58310	Telephones-Service-Infor	\$17,219.68
	3/13/2023	3096001460 03.13.	ADMIN 03/16/23-04/15/23	10-015-58310	Telephones-Service-Infor	\$879.02
	3/21/2023	365391160 03.21.	ADMIN 04/16/23-05/15/23	10-015-58310	Telephones-Service-Infor	\$17,342.18
				Totals for CONSOLIDATED COMMUNICATIONS-TXU:		<u>\$35,440.88</u>
CORMACK, GAVIN	3/17/2023	COR*03172023	PER DIEM - IAED NAVIGATOR (04/17/2023-04/20/2023)	10-006-53150	Conferences - Fees, Travel	\$218.50
				Totals for CORMACK, GAVIN:		<u>\$218.50</u>
CRAWFORD ELECTRIC SUPPLY COMPANY, INC.	3/7/2023	S011547198.003	MAINTENANCE & REPAIRS	10-016-55600	Maintenance & Repairs-Bu	\$623.00
	3/7/2023	S011662790.001	MAINTENANCE & REPAIRS	10-016-55600	Maintenance & Repairs-Bu	\$3,855.00
				Totals for CRAWFORD ELECTRIC SUPPLY COMPANY, INC.:		<u>\$4,478.00</u>
CROWN PAPER AND CHEMICAL	3/1/2023	152943	STATION SUPPLIES	10-008-57900	Station Supplies-Mater	\$1,014.10
				Totals for CROWN PAPER AND CHEMICAL:		<u>\$1,014.10</u>
CULLIGAN OF HOUSTON	3/1/2023	1668849	CI SVC CONT LEVEL 3 FOR 03/01-03/31	10-016-55600	Maintenance & Repairs-Bu	\$299.00
				Totals for CULLIGAN OF HOUSTON:		<u>\$299.00</u>
CUMMINS SOUTHERN PLAINS LLC	3/13/2023	85-28397	MAINTENANCE & REPAIRS	10-004-55600	Maintenance & Repairs-Bu	\$1,777.87
				Totals for CUMMINS SOUTHERN PLAINS LLC:		<u>\$1,777.87</u>
DAILEY WELLS COMMUNICATION INC.	3/1/2023	22CC112201	RADIO PARTS	10-004-57225	Radio - Parts-Radio	\$24,120.20
	3/1/2023	00074094	RADIO REPAIR S/N 96005061	10-004-57200	Radio Repairs - Outsourc	\$100.00
	3/1/2023	00074426	RADIO REPAIR S/N A40201023102	10-004-57200	Radio Repairs - Outsourc	\$100.00
	3/1/2023	00074424	RADIO REPAIR S/N A40201023117	10-004-57200	Radio Repairs - Outsourc	\$100.00
	3/1/2023	00073886	RADIO REPAIR S/N A40300014208	10-004-57200	Radio Repairs - Outsourc	\$176.87
	3/1/2023	00073885	RADIO REPAIR S/N 98002159	10-004-57200	Radio Repairs - Outsourc	\$366.25
	3/1/2023	21MCHD25	SYSTEM SUPPORT & MAINTENANCE JAN 2023	10-004-57100	Professional Fees-Radio	\$11,000.00
	3/1/2023	21MCHD26	SYSTEM SUPPORT & MAINTENANCE FEB 2023	10-004-57100	Professional Fees-Radio	\$11,000.00
	3/1/2023	00074423	RADIO REPAIR S/N A40201019938	10-004-57200	Radio Repairs - Outsourc	\$100.00

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Totals for DAILEY WELLS COMMUNICATION INC.:						\$47,063.32
DARST, THOMAS J	3/17/2023	DAR*03172023	PER DIEM - IAED NAVIGATOR (04/17/2023-04/20/2023)	10-006-53150	Conferences - Fees, Travel,	\$218.50
Totals for DARST, THOMAS J:						\$218.50
DEARBORN NATIONAL LIFE INS CO KNOWN AS B	3/1/2023	F021753 03.01.23	LIFE/DISABILITY 03/01/2023-03/31/2023	10-025-51700	Health & Dental-Human	\$34,285.76
Totals for DEARBORN NATIONAL LIFE INS CO KNOWN AS BCBS:						\$34,285.76
DELTA T EQUIPMENT INC.	3/9/2023	103098	MAINTENANCE & REPAIRS	10-016-55600	Maintenance & Repairs-Bu	\$940.00
Totals for DELTA T EQUIPMENT INC.:						\$940.00
DEMONTROND	3/1/2023	67906	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$8,556.02
	3/1/2023	68032	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$497.20
	3/1/2023	67937	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$184.80
	3/1/2023	67540	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$184.80
	3/1/2023	67927	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$426.80
	3/1/2023	67551	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$497.20
	3/1/2023	67599	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$165.33
	3/9/2023	68603	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$94.93
	3/8/2023	68411	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$403.70
	3/3/2023	68188	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$277.20
	3/1/2023	64808	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$281.20
	3/1/2023	65033	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$335.06
	3/1/2023	61574	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$141.96
	3/3/2023	68172	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$223.08
	3/2/2023	68092	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$44.07
	3/8/2023	68298	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$5,692.47
	3/9/2023	68453	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$6,427.26
				10-010-54500	Equipment Rental-Fleet	\$21.40
	3/17/2023	68832	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$1,045.08
	3/21/2023	69218	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$3,595.15
	3/14/2023	68851	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$512.70
	3/14/2023	68828	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$59.30
	3/13/2023	68808	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$91.85
	3/9/2023	68628	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$512.70
	3/21/2023	69259	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$1,724.95
	3/23/2023	69337	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$1,747.28
Totals for DEMONTROND:						\$33,743.49
DETECTION & SUPPRESSION INTERNATIONAL, L1	3/1/2023	21131	MAINTENANCE & REPAIRS	10-016-55600	Maintenance & Repairs-Bu	\$460.00
Totals for DETECTION & SUPPRESSION INTERNATIONAL, LTD:						\$460.00
DETTER, KATHERINE	3/16/2023	DET*03162023	MILEAGE - (02/24/2023 - 02/24/2023)	10-007-56200	Mileage Reimbursements-F	\$26.20
	3/16/2023	DET*03162023B	MILEAGE - (01/03/2023 - 01/03/2023)	10-007-56200	Mileage Reimbursements-F	\$6.55
	3/16/2023	DET*03162023C	MILEAGE - (01/27/2023 - 01/27/2023)	10-007-56200	Mileage Reimbursements-F	\$6.35
	3/18/2023	DET*03182023	MILEAGE - (03/18/2023 - 03/18/2023)	10-007-56200	Mileage Reimbursements-F	\$2.55

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Totals for DETTER, KATHERINE:						\$41.65
DOCUNAV SOLUTIONS	3/14/2023	44275	PRIORITY SUPPORT RENEWAL 2023-2024	10-015-53050	Computer Software-Infor	\$81,197.08
Totals for DOCUNAV SOLUTIONS:						\$81,197.08
EKRAN SYSTEMS, INC.	3/16/2023	EK20230316	1 YEAR SUPPORT AND UPDATE	10-015-53050	Computer Software-Infor	\$6,960.00
Totals for EKRAN SYSTEMS, INC.:						\$6,960.00
EMS SURVEY TEAM	3/1/2023	23119	MCHD MAILED & TEXTING SURVEYS FEB 2023	10-007-53550	Customer Relations-EMS	\$5,492.00
Totals for EMS SURVEY TEAM:						\$5,492.00
ENERGY TEXAS, LLC	3/1/2023	70007563446	ROBINSON TOWER 01/30/23-02/24/23	10-004-58800	Utilities-Radio	\$28.61
	3/2/2023	285005947537	ROBINSON TOWER 01/30/23-02/28/23	10-004-58800	Utilities-Radio	\$674.41
	3/6/2023	70007568403	ADMIN 02/01/2023-03/02/2023	10-016-58800	Utilities-Facil	\$16,852.10
	3/6/2023	245006301894	STATION 32 02/01/2023-03/02/2023	10-016-58800	Utilities-Facil	\$550.69
	3/8/2023	405004488773	STATION 15 02/03/23-03/06/23	10-016-58800	Utilities-Facil	\$251.79
	3/9/2023	50008217188	STATION 14 02/06/23-03/07/23	10-016-58800	Utilities-Facil	\$215.44
	3/16/2023	275006072523	STATION 30 02/13/23-03/14/23	10-016-58800	Utilities-Facil	\$719.57
	3/13/2023	60007694124	STATION 20 02/08/23-03/09/23	10-016-58800	Utilities-Facil	\$764.28
	3/17/2023	220005476454	THOMSPON TOWER 02/14/23-03/15/23	10-004-58800	Utilities-Radio	\$622.02
	3/14/2023	60007696334	SPLENDORA TOWER 02/09/23-03/10/23	10-004-58800	Utilities-Radio	\$716.91
	3/23/2023	15007966301	STATION 10 02/17/23-03/20/23	10-016-58800	Utilities-Facil	\$757.38
	3/23/2023	285005967514	STATION 43 02/17/23-03/20/23	10-016-58800	Utilities-Facil	\$363.62
	3/21/2023	120006007295	STATION 31 02/15/23-03/16/23	10-016-58800	Utilities-Facil	\$377.57
	3/27/2023	220005485143	GRANGERLAND TOWER 02/21/23-03/22/23	10-004-58800	Utilities-Radio	\$785.37
Totals for ENERGY TEXAS, LLC:						\$23,679.76
ENTERPRISE FM TRUST dba ENTERPRISE FLEET M	3/3/2023	FBN4691205	MONTHLY LEASE CHARGES	10-010-52725	Capital Lease Expense-Flec	\$9,339.42
Totals for ENTERPRISE FM TRUST dba ENTERPRISE FLEET MGNT EXCHANGE INC.:						\$9,339.42
EPCOR	3/9/2023	0884279 03.09.23	STATION 40 01/25/23-02/22/23	10-016-58800	Utilities-Facil	\$476.28
Totals for EPCOR:						\$476.28
ETHICS UNLIMITED, LLC dba VERIFY COMPLY	3/10/2023	VC-118996	PORTAL PRO MONTHLY 03/10/23-04/09/23	10-026-57100	Professional Fees-Recor	\$276.03
Totals for ETHICS UNLIMITED, LLC dba VERIFY COMPLY:						\$276.03
FIGUEROA, VIOLETA	3/20/2023	FIG*03202023	PER DIEM - LASERFICHE EMPOWER (04/20/2023-04/21/202	10-015-53150	Conferences - Fees, Travel	\$70.50
Totals for FIGUEROA, VIOLETA:						\$70.50
FIRST SPECIALITY ENTERPRISES, LLC dba	3/9/2023	3137_2248	INSPECTION/PM OF MANAUL DEFIBRILLATOR	10-008-55650	Maintenance- Equipment-M	\$5,772.00
Totals for FIRST SPECIALITY ENTERPRISES, LLC dba:						\$5,772.00
FIRST-LIGHT USA, LLC	3/1/2023	16533	SMALL EQUIPMENT	10-042-57750	Small Equipment & Furnitu	\$864.93
Totals for FIRST-LIGHT USA, LLC:						\$864.93
FIVE STAR SEPTIC SOLUTIONS, LLC	3/7/2023	1369	PUMP OUT LIFT STATION	10-016-58800	Utilities-Facil	\$475.00

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	3/1/2023	1353	PUMP OUT LIFT STATION	10-016-58800	Utilities-Facil	\$475.00
				Totals for FIVE STAR SEPTIC SOLUTIONS, LLC:		\$950.00
FORD AUDIO-VIDEO SYSTEMS, LLC	3/1/2023	308006505	EQUIPMENT REPAIR	10-015-57650	Repair-Equipment-Infor	\$1,960.80
				Totals for FORD AUDIO-VIDEO SYSTEMS, LLC:		\$1,960.80
FRAZER, LTD.	3/8/2023	88683	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$1,157.67
	3/13/2023	88716	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$3,456.72
	3/13/2023	88741	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$1,914.56
				Totals for FRAZER, LTD.:		\$6,528.95
GLASS AND MIRROR OF THE WOODLANDS, INC.	3/1/2023	1003	WINDSHIELD	10-010-59000	Vehicle-Outside Services-F	\$349.00
				Totals for GLASS AND MIRROR OF THE WOODLANDS, INC.:		\$349.00
GLOBAL MEDICAL DEVICES, LLC	3/13/2023	2767	REPAIR	10-008-57650	Repair-Equipment-Mater	\$350.00
				Totals for GLOBAL MEDICAL DEVICES, LLC:		\$350.00
GOODYEAR TIRE & RUBBER COMPANY	3/13/2023	294-1004356	VEHICLE TIRES	10-010-59150	Vehicle-Tires-Fleet	\$627.10
				Totals for GOODYEAR TIRE & RUBBER COMPANY:		\$627.10
GRAINGER	3/1/2023	9622733849	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$204.87
				Totals for GRAINGER:		\$204.87
GREYWARE AUTOMATION PRODUCTS, INC.	3/1/2023	652317	DOMAIN TIME II STARTER KIT	10-015-53050	Computer Software-Infor	\$595.42
				Totals for GREYWARE AUTOMATION PRODUCTS, INC.:		\$595.42
HAJOCA CORPORATION (MOORE SUPPLY)	3/1/2023	S165552632.001	RETENTION POND GRINDER PUMP REPLACEMENT - STA	10-016-55600	Maintenance & Repairs-Bu	\$1,751.43
				Totals for HAJOCA CORPORATION (MOORE SUPPLY):		\$1,751.43
HAWKINS WILLIAMS, ALICIA	3/3/2023	WIL*03032023	WELLNESS	10-025-54350	Employee Health\Wellness	\$25.00
				Totals for HAWKINS WILLIAMS, ALICIA:		\$25.00
HEALTH CARE LOGISTICS, INC	3/6/2023	308871890	PULL-TIGHT SEALS	10-008-53900	Disposable Medical Suppli	\$2,725.92
				Totals for HEALTH CARE LOGISTICS, INC:		\$2,725.92
HEALTH PROMOTIONS NOW	3/1/2023	711465	HPN WATER BOTTLES	10-009-52600	Books/Materials-Dept	\$638.81
				10-046-52950	Community Education-EM	\$157.19
	3/1/2023	711465B	HPN WATER BOTTLES/SHIPPING	10-009-52600	Books/Materials-Dept	\$111.20
				Totals for HEALTH PROMOTIONS NOW:		\$907.20
HENNERS-GRAINGER, SHAWN	3/20/2023	HEN*03202023	PER DIEM - LASERFICHE EMPOWER (04/20/2023-04/21/202	10-015-53150	Conferences - Fees, Travel	\$70.50
				Totals for HENNERS-GRAINGER, SHAWN:		\$70.50
HENRY SCHEIN, INC.-MATRX MEDICAL	3/1/2023	35095440	MEDICAL SUPPLIES	10-008-53900	Disposable Medical Suppli	\$2,638.80
				10-009-54000	Drug Supplies-Dept	\$1,733.20
	3/1/2023	35010500	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$3,576.40

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	3/3/2023	35168583	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$2,301.48
	3/3/2023	35153224	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$575.37
	3/3/2023	35140311	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$551.18
	3/10/2023	35470379	MEDICAL SUPPLIES	10-008-53900	Disposable Medical Suppli	\$628.50
	3/21/2023	35851453	MEDICAL SUPPLIES	10-008-53900	Disposable Medical Suppli	\$1,904.00
	3/22/2023	35872161	MEDICAL SUPPLIES	10-008-53900	Disposable Medical Suppli	\$198.85
	3/7/2023	35269349	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$1,653.54
	3/1/2023	34614920	MEDICAL SUPPLIES	10-008-54200	Durable Medical Equipmer	\$650.46
					Totals for HENRY SCHEIN, INC.-MATRX MEDICAL:	\$16,411.78
HERRING, ASHTON	3/20/2023	HER*03202023	MILEAGE - (02/10/2023 - 02/18/2023)	10-007-56200	Mileage Reimbursements-E	\$23.78
					Totals for HERRING, ASHTON:	\$23.78
IBS OF GREATER CONROE & INTERSTATE BATTERIE	3/1/2023	50113408	VEHICLE BATTERIES	10-010-58900	Vehicle-Batteries-Fleet	\$1,203.65
					Totals for IBS OF GREATER CONROE & INTERSTATE BATTERY SYSTEM:	\$1,203.65
IMPAC FLEET	3/1/2023	SQLCD-821193	FUEL PURCHASE FOR FEB 2023	10-010-54700	Fuel - Auto-Fleet	\$77,632.53
				10-010-59100	Vehicle-Registration-Fleet	\$90.50
					Totals for IMPAC FLEET:	\$77,723.03
IMPACT PROMOTIONAL SERVICES dba GOT YOU C	3/1/2023	INV49771	UNIFORMS	10-007-58700	Uniforms-EMS	\$136.00
	3/1/2023	INV49827	UNIFORMS	10-007-58700	Uniforms-EMS	\$156.43
	3/1/2023	INV49814	UNIFORMS	10-007-58700	Uniforms-EMS	\$10.00
	3/1/2023	INV49804	UNIFORMS	10-007-58700	Uniforms-EMS	\$117.30
	3/1/2023	INV49794	UNIFORMS	10-007-58700	Uniforms-EMS	\$129.24
	3/1/2023	INV49773	UNIFORMS	10-007-58700	Uniforms-EMS	\$136.00
	3/1/2023	INV49759	UNIFORMS	10-007-58700	Uniforms-EMS	\$10.00
	3/1/2023	INV48893	UNIFORMS	10-007-58700	Uniforms-EMS	\$15.26
	3/3/2023	INV50002	UNIFORMS	10-007-58700	Uniforms-EMS	\$14.37
	3/3/2023	INV50017	UNIFORMS	10-007-58700	Uniforms-EMS	\$24.37
	3/3/2023	INV50040	UNIFORMS	10-007-58700	Uniforms-EMS	\$28.74
	3/3/2023	INV50060	UNIFORMS	10-007-58700	Uniforms-EMS	\$15.26
	3/3/2023	INV50061	UNIFORMS	10-007-58700	Uniforms-EMS	\$195.48
	3/13/2023	INV50519	UNIFORMS	10-007-58700	Uniforms-EMS	\$81.60
	3/17/2023	INV51114	UNIFORMS	10-007-58700	Uniforms-EMS	\$81.60
	3/1/2023	INV48917	UNIFORMS	10-007-58700	Uniforms-EMS	\$600.00
	3/1/2023	INV49043	UNIFORMS	10-007-58700	Uniforms-EMS	\$16.00
					Totals for IMPACT PROMOTIONAL SERVICES dba GOT YOU COVERED WORK WEAR &:	\$1,767.65
IMPERIAL UTILITIES & SUSTAINABILITY, INC.	3/1/2023	1410149B	UTILITY ANALYSIS	10-016-58800	Utilities-Facil	\$1,800.00
					Totals for IMPERIAL UTILITIES & SUSTAINABILITY, INC.:	\$1,800.00
INDIGENT HEALTHCARE SOLUTIONS	3/2/2023	75467	FEBRUARY 2023 POWER SEARCH SERVICES	10-002-57100	Professional Fees-HCAP	\$152.50
	3/1/2023	75403	PROFESSIONAL SERVICES FOR APRIL 2023	10-000-14900	Prepaid Expenses-BS	\$12,676.27
					Totals for INDIGENT HEALTHCARE SOLUTIONS:	\$12,828.77

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JOHNSON, ALEXIS	3/23/2023	JOH*03202023	Patient Property Damage Run # 23-015438	10-016-53500	Customer Property Damage	\$250.00
				Totals for JOHNSON, ALEXIS:		\$250.00
JOHNSON, JASON	3/8/2023	JOH*03082023	PARTIAL REFUND/RENE BATES AUCTION/MISSING ITEM	10-010-41500	Miscellaneous Income-Flee	\$164.40
				Totals for JOHNSON, JASON:		\$164.40
JONES AND BARTLETT LEARNING, LLC	3/9/2023	669638	BOOKS/MATERIOALS	10-009-52600	Books/Materials-Dept	\$1,628.67
	3/2/2023	666312	BOOKS/MATERIALS	10-009-52600	Books/Materials-Dept	\$600.00
	Totals for JONES AND BARTLETT LEARNING, LLC:		\$2,228.67			
JP MORGAN CHASE BANK	3/5/2023	00036741 3.05.23	JPM CREDIT CARD TRANSACTIONS FOR MARCH 2023	10-000-14900	Prepaid Expenses-BS	\$11,079.65
				10-001-52200	Advertising-Admin	\$550.00
				10-001-53050	Computer Software-Admin	\$664.49
				10-015-53100	Computer Supplies/Non-Ce	\$48.98
				10-001-54100	Dues/Subscriptions-Admin	\$12.95
				10-001-55900	Meals - Business and Trav	\$29.09
				10-001-58500	Training/Related Expenses-	\$480.00
				10-002-54450	Employee Recognition-HC	\$300.00
				10-004-54100	Dues/Subscriptions-Radio	\$9.99
				10-004-57750	Small Equipment & Furnitu	\$2,401.13
				10-006-52600	Books/Materials-Alarm	\$99.00
				10-007-52950	Community Education-EM	\$109.00
				10-007-53150	Conferences - Fees, Travel,	(\$89.75)
				10-007-54100	Dues/Subscriptions-EMS	\$0.99
				10-007-56100	Meeting Expenses-EMS	\$1,052.79
				10-007-56200	Mileage Reimbursements-E	\$192.90
				10-007-57000	Printing Services-EMS	\$185.00
				10-007-58500	Training/Related Expenses-	\$1,818.48
				10-007-58700	Uniforms-EMS	\$125.45
				10-007-58700	Uniforms-EMS	\$144.95
				10-008-53900	Disposable Medical Suppli	\$229.45
				10-008-56300	Office Supplies-Mater	\$666.27
				10-008-57000	Printing Services-Mater	\$140.81
				10-008-57650	Repair-Equipment-Mater	\$272.29
				10-008-57900	Station Supplies-Mater	\$2,837.45
				10-008-58700	Uniforms-Mater	\$162.00
				10-009-52600	Books/Materials-Dept	\$212.91
				10-009-52700	Business Licenses-Dept	\$444.00
				10-009-54100	Dues/Subscriptions-Dept	\$1,250.00
				10-009-54450	Employee Recognition-Dej	\$72.59
				10-009-56100	Meeting Expenses-Dept	\$558.76
10-009-57300	Recruit/Investigate-Dept	\$1,215.17				
10-009-58500	Training/Related Expenses-	(\$456.00)				
10-010-56100	Meeting Expenses-Fleet	\$69.12				
10-010-57700	Shop Tools-Fleet	\$47.80				
10-010-58600	Travel Expenses-Fleet	\$480.00				



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				10-010-59050	Vehicle-Parts-Fleet	\$1,314.62
				10-010-59100	Vehicle-Registration-Fleet	\$77.75
				10-011-57750	Small Equipment & Furnit	\$357.98
				10-011-58500	Training/Related Expenses	\$2,940.00
				10-000-14900	Prepaid Expenses-BS	\$461.55
				10-015-53100	Computer Supplies/Non-C	\$1,093.21
				10-015-57650	Repair-Equipment-Infor	\$106.08
				10-015-57750	Small Equipment & Furnit	\$549.64
				10-015-58200	Telephones-Cellular-Infor	\$500.00
				10-015-58310	Telephones-Service-Infor	\$6,430.21
				10-016-53500	Customer Property Damag	\$35.64
				10-016-55600	Maintenance & Repairs-Bu	\$1,672.76
				10-016-57750	Small Equipment & Furnit	\$126.91
				10-016-58800	Utilities-Facil	\$6,066.19
				10-025-54350	Employee Health/Wellness	\$62.77
				10-025-54450	Employee Recognition-Hu	\$206.57
				10-016-55600	Maintenance & Repairs-Bu	\$41.00
				10-025-57300	Recruit/Investigate-Human	\$704.95
				10-026-57100	Professional Fees-Recor	\$108.00
				10-027-57750	Small Equipment & Furnit	\$90.78
				10-046-58700	Uniforms-EMS B	\$402.69
				Totals for JP MORGAN CHASE BANK:		\$50,767.01
KATHLEEN A RYSZ dba RYSZ STORAGE BATTERY	3/2/2023	176806	BATTERIES	10-008-54200	Durable Medical Equipmer	\$345.48
	3/17/2023	176806A	VEHICLE MOUNT SYSTEM	10-008-54200	Durable Medical Equipmer	\$430.39
				Totals for KATHLEEN A RYSZ dba RYSZ STORAGE BATTERY CO.:		\$775.87
KEY PERFORMANCE PETROLEUM	3/1/2023	I144715-23	TEC A BRAK CLNR LOW VOC	10-010-57725	Shop Supplies-Fleet	\$795.00
	3/15/2023	I145236-23	DEF FLUID NOXGUARD	10-010-54550	Fluids & Additives - Auto-	\$2,597.87
	3/13/2023	I145153-23	DEF FLUID NOXGUARD	10-010-54550	Fluids & Additives - Auto-	\$943.80
				Totals for KEY PERFORMANCE PETROLEUM:		\$4,336.67
KOETTER FIRE PROTECTION OF HOUSTON, LLC	3/9/2023	124049	MAINTENANCE & REPAIRS	10-016-55600	Maintenance & Repairs-Bu	\$1,091.32
	3/9/2023	124050	MAINTENANCE & REPAIRS	10-016-55600	Maintenance & Repairs-Bu	\$737.26
	3/1/2023	123961	MAINTENANCE & REPAIRS	10-016-55600	Maintenance & Repairs-Bu	\$3,246.33
	3/1/2023	123958	MAINTENANCE & REPAIRS	10-016-55600	Maintenance & Repairs-Bu	\$495.00
	3/6/2023	124012	MAINTENANCE & REPAIRS	10-016-55600	Maintenance & Repairs-Bu	\$845.86
	3/8/2023	124033	MAINTENANCE & REPAIRS	10-016-55600	Maintenance & Repairs-Bu	\$2,766.61
	3/8/2023	124035	MAINTENANCE & REPAIRS	10-016-55600	Maintenance & Repairs-Bu	\$5,839.29
	3/15/2023	124103	MAINTENANCE & REPAIRS	10-016-55600	Maintenance & Repairs-Bu	\$1,607.26
	3/1/2023	123922	MAINTENANCE & REPAIRS	10-016-55600	Maintenance & Repairs-Bu	\$403.00
				Totals for KOETTER FIRE PROTECTION OF HOUSTON, LLC:		\$17,031.93
KOLOR KOATED, INC.	3/1/2023	16600	UNIFORMS	10-008-58700	Uniforms-Mater	\$45.50
	3/1/2023	16740	UNIFORM BADGES	10-007-58700	Uniforms-EMS	\$2,004.60
				Totals for KOLOR KOATED, INC.:		\$2,050.10

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KRUSLESKI, JUSTIN	3/16/2023	KRU*03162023	TUITION - 2023	10-025-58550	Tuition Reimbursement-Hu	\$932.34	
				Totals for KRUSLESKI, JUSTIN:			
LEXISNEXIS RISK DATA MGMT, INC	3/1/2023	1171610-20230228	OFFICIAL RECORDS SEARCH 02/01/2023-02/28/2023	10-011-57100	Professional Fees-EMS B	\$1,200.75	
				Totals for LEXISNEXIS RISK DATA MGMT, INC:			
LIFE-ASSIST, INC.	3/1/2023	1296337	MEDICAL SUPPLIES	10-008-53900	Disposable Medical Suppli	\$519.50	
	3/1/2023	1297704	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$1,990.00	
	3/1/2023	1297701	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$995.00	
	3/1/2023	1297699	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$1,990.00	
	3/2/2023	1298436	MEDICAL SUPPLIES	10-008-53900	Disposable Medical Suppli	\$775.00	
	3/2/2023	1298398	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$215.00	
	3/2/2023	1298397	MEDICAL SUPPLIES	10-008-53900	Disposable Medical Suppli	\$10,530.20	
	3/7/2023	1299900	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$1,242.00	
	3/8/2023	1300443	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$820.00	
	3/7/2023	1299871	MEDICAL SUPPLIES	10-008-53900	Disposable Medical Suppli	\$8,477.00	
					10-009-54000	Drug Supplies-Dept	\$477.60
	3/7/2023	1299656	MEDICAL SUPPLIES	10-008-53900	Disposable Medical Suppli	\$111.50	
	3/14/2023	1301967	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$1,558.80	
	3/16/2023	1302529	MEDICAL SUPPLIES	10-009-54000	Drug Supplies-Dept	\$192.00	
Totals for LIFE-ASSIST, INC.:					\$29,893.60		
LILES PARKER ATTORNEYS & COUNSELORS AT L	3/1/2023	2388	PROFESSIONAL SERVICES FEB 2023	10-001-55500	Legal Fees-Admin	\$1,035.00	
				Totals for LILES PARKER ATTORNEYS & COUNSELORS AT LAW:			
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP	3/1/2023	MMOR01 02-08-2	COLLECTIONS FEE JANUARY 2023	10-011-52900	Collection Fees-EMS B	\$1,488.77	
	3/1/2023	MMOR01 01-09-2	COLLECTIONS FEE DECEMBER 2022	10-011-52900	Collection Fees-EMS B	\$1,347.93	
	Totals for LINEBARGER GOGGAN BLAIR & SAMPSON, LLP:					\$2,836.70	
MCCULLY, SCOTT	3/17/2023	MCC*03172023	PER DIEM - IAED NAVIGATOR (04/17/2023-04/20/2023)	10-006-53150	Conferences - Fees, Travel,	\$218.50	
				Totals for MCCULLY, SCOTT:			
MCKESSON GENERAL MEDICAL CORP.	3/1/2023	20369446	MEDICAL SUPPLIES	10-008-53900	Disposable Medical Suppli	\$81.51	
	3/13/2023	20411477	MEDICAL SUPPLIES	10-008-53900	Disposable Medical Suppli	\$565.44	
	Totals for MCKESSON GENERAL MEDICAL CORP.:					\$646.95	
MED ONE EQUIPMENT SERVICES LLC	3/1/2023	ES15230	ALARIS TUBING	10-008-53900	Disposable Medical Suppli	\$7,650.00	
				10-008-53900	Disposable Medical Suppli	\$250.00	
	3/13/2023	ES15331	ALARIS TUBING SET	10-008-53900	Disposable Medical Suppli	\$7,650.00	
				10-008-53900	Disposable Medical Suppli	\$340.00	
Totals for MED ONE EQUIPMENT SERVICES LLC:					\$15,890.00		
MEDLINE INDUSTRIES, INC	3/1/2023	2252813920	CREDIT/2258487890	10-008-53900	Disposable Medical Suppli	(\$126.73)	
	3/13/2023	2257689170	DISPOSABLE PILLOWS	10-008-53800	Disposable Linen-Mater	\$1,277.85	
	3/14/2023	2257823868	MEDICAL SUPPLIES/LINEN	10-008-53900	Disposable Medical Suppli	\$78.93	

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				10-008-53800	Disposable Linen-Mater	\$90.00
	3/22/2023	2259014510	DISPOSABLE LINEN	10-008-53800	Disposable Linen-Mater	\$730.20
	3/1/2023	2258487890	MEDICAL SUPPLIES	10-008-53900	Disposable Medical Suppli	\$126.73
				Totals for MEDLINE INDUSTRIES, INC:		\$2,176.98
MELBER, TATIANA	3/1/2023	MEL*03012023	WELLNESS	10-025-54350	Employee Health\Wellness	\$10.00
	3/7/2023	MEL*01092023	WELLNESS	10-025-54350	Employee Health\Wellness	\$10.00
	3/10/2023	MEL*03102023	WELLNESS	10-025-54350	Employee Health\Wellness	\$25.00
				Totals for MELBER, TATIANA:		\$45.00
MICRO INTEGRATION & PROGRAMMING SOLUTIC	3/22/2023	230087	DNA FUSION - OPEN OPTIONS RENEWAL	10-016-55650	Maintenance- Equipment-F	\$3,473.00
				Totals for MICRO INTEGRATION & PROGRAMMING SOLUTIONS, INC.:		\$3,473.00
MID-SOUTH SYNERGY	3/10/2023	113046001 02/24/2. STATION 45 01/24/23-02/24/23		10-016-58800	Utilities-Facil	\$344.00
				Totals for MID-SOUTH SYNERGY:		\$344.00
MILLER TOWING & RECOVERY, LLC	3/1/2023	23-7926	VEHICLE TOWING	10-010-59200	Vehicle-Towing-Fleet	\$440.00
	3/7/2023	23-7965	VEHICLE TOWING	10-010-59200	Vehicle-Towing-Fleet	\$330.00
				Totals for MILLER TOWING & RECOVERY, LLC:		\$770.00
MOBILE ELECTRIC POWER SOLUTIONS, INC dba M	3/1/2023	19031	GENERATOR BEARING SERVICE	10-010-59000	Vehicle-Outside Services-F	\$1,165.00
	3/1/2023	19013	GENERATOR BEARING SERVICE	10-010-59000	Vehicle-Outside Services-F	\$306.00
	3/1/2023	19008	GENERATOR BEARING SERVICE	10-010-59000	Vehicle-Outside Services-F	\$306.00
				Totals for MOBILE ELECTRIC POWER SOLUTIONS, INC dba MOBILE POWER:		\$1,777.00
MONTGOMERY CENTRAL APPRAISAL DISTRICT	3/1/2023	HM1 03/01/23	SALES000000006231 QUARTERLY BILLING/SALES00000000	10-001-53310	Contractual Obligations- C	\$81,607.88
				Totals for MONTGOMERY CENTRAL APPRAISAL DISTRICT:		\$81,607.88
MONTGOMERY COUNTY ESD # 1, (STN 12)	3/14/2023	APRIL 2023-218	STATION 12 RENT	10-000-14900	Prepaid Expenses-BS	\$1,100.00
				Totals for MONTGOMERY COUNTY ESD # 1, (STN 12):		\$1,100.00
MONTGOMERY COUNTY ESD #1 (STN 13)	3/14/2023	APRIL 2023-071	STATION 13 RENT	10-000-14900	Prepaid Expenses-BS	\$1,100.00
				Totals for MONTGOMERY COUNTY ESD #1 (STN 13):		\$1,100.00
MONTGOMERY COUNTY ESD #10, STN 42	3/14/2023	APRIL 2023-194	STATION 42 RENT	10-000-14900	Prepaid Expenses-BS	\$950.00
				Totals for MONTGOMERY COUNTY ESD #10, STN 42:		\$950.00
MONTGOMERY COUNTY ESD #2	3/14/2023	APRIL 2023-051	STATION 47 RENT	10-000-14900	Prepaid Expenses-BS	\$1,000.00
	3/14/2023	APRIL 2023-017	STATION 44 RENT	10-000-14900	Prepaid Expenses-BS	\$1,500.00
				Totals for MONTGOMERY COUNTY ESD #2:		\$2,500.00
MONTGOMERY COUNTY ESD #6, STN 34 & 35	3/14/2023	APRIL 2023-217	STATION 34 AND 35 RENT	10-000-14900	Prepaid Expenses-BS	\$2,400.00
				Totals for MONTGOMERY COUNTY ESD #6, STN 34 & 35:		\$2,400.00
MONTGOMERY COUNTY ESD #8, STN 21/22	3/14/2023	APRIL 2023-219	STATION 21 & 22 RENT	10-000-14900	Prepaid Expenses-BS	\$1,600.00
				Totals for MONTGOMERY COUNTY ESD #8, STN 21/22:		\$1,600.00

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MONTGOMERY COUNTY ESD #9, STN 33	3/14/2023	APRIL 2023-215	STATION 33 RENT	10-000-14900	Prepaid Expenses-BS	\$1,000.00
Totals for MONTGOMERY COUNTY ESD #9, STN 33:						\$1,000.00
MONTGOMERY COUNTY ESD#3 (STNT 46)	3/14/2023	APRIL 2023-098	RENT STATION 46	10-000-14900	Prepaid Expenses-BS	\$600.00
Totals for MONTGOMERY COUNTY ESD#3 (STNT 46):						\$600.00
MUD #39	3/13/2023	10000901 02/28/23	STATION 20 01/30/23-02/27/23	10-016-58800	Utilities-Facil	\$65.98
Totals for MUD #39:						\$65.98
NAPA AUTO PARTS	3/21/2023	467238	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$28.32
	3/14/2023	466547	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$34.86
	3/2/2023	464941	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$1,207.90
	3/31/2023	468596	VEHICLE PARTS/SHOP SUPPLIES	10-010-59050	Vehicle-Parts-Fleet	\$543.96
				10-010-57725	Shop Supplies-Fleet	\$134.16
Totals for NAPA AUTO PARTS:						\$1,949.20
NATIONWIDE INSURANCE DVM INSURANCE AGE	3/1/2023	DVM031523	VETERINARY PET INSURANCE GROUP 4620/FEBRUARY '23	10-000-21590	P/R-Premium Cancer/Accid	\$2,147.07
Totals for NATIONWIDE INSURANCE DVM INSURANCE AGENCY (PET):						\$2,147.07
NEW CANEY MUD	3/7/2023	042826200 02/28/2	STATION 30 01/20/23-02/17/23	10-016-58800	Utilities-Facil	\$54.58
Totals for NEW CANEY MUD:						\$54.58
NIXON, MARGARUITE	3/16/2023	NIX*03162023	TUITION - 2023	10-025-58550	Tuition Reimbursement-Hu	\$1,207.30
	3/19/2023	NIX*03192023	WELLNESS	10-025-54350	Employee Health\Wellness	\$25.00
	3/20/2023	NIX*03202023	WELLNESS	10-025-54350	Employee Health\Wellness	\$25.00
Totals for NIXON, MARGARUITE:						\$1,257.30
NORTHERN SAFETY CO, INC	3/1/2023	INV5622750A	PRESCRIPTION EYEWEAR	10-007-58700	Uniforms-EMS	\$150.00
	3/1/2023	INV5622750B	PRESCRIPTION EYEWEAR	10-000-14305	A/R Employee-BS	\$150.00
	3/13/2023	905334802	PRESCRIPTION EYEWEAR	10-007-58700	Uniforms-EMS	\$150.00
	3/22/2023	905355668	PRESCRIPTION EYEWEAR	10-007-58700	Uniforms-EMS	\$300.00
	3/22/2023	905355667	PRESCRIPTION EYEWEAR	10-007-58700	Uniforms-EMS	\$150.00
	3/22/2023	905355666	PRESCRIPTION EYEWEAR	10-007-58700	Uniforms-EMS	\$150.00
Totals for NORTHERN SAFETY CO, INC:						\$1,050.00
OPTIMUM COMPUTER SOLUTIONS, INC.	3/1/2023	INV0000110410	SERVICE LABOR	10-015-57100	Professional Fees-Infor	\$9,947.50
	3/1/2023	INV0000110716	SERVICE LABOR	10-015-57100	Professional Fees-Infor	\$10,292.50
	3/5/2023	INV0000110694	PROGRAMMING/SERVICE LABOR	10-015-57100	Professional Fees-Infor	\$11,212.50
	3/1/2023	INV0000110587	PROGRAMMING/SERVICE LABOR	10-015-57100	Professional Fees-Infor	\$10,206.25
	3/19/2023	INV0000110823	SERVICE LABOR	10-015-57100	Professional Fees-Infor	\$9,976.25
	3/12/2023	INV0000110795	PROGRAMMING/SERVICE LABOR	10-015-57100	Professional Fees-Infor	\$11,845.00
Totals for OPTIMUM COMPUTER SOLUTIONS, INC.:						\$63,480.00
OPTIMUM	3/17/2023	27463-07-7 03/02/23	STATION 15 03/02/23-04/01/23	10-016-58800	Utilities-Facil	\$76.71
	3/17/2023	09949-01-3 03/01/23	STATION 13 03/01/23-03/31/23	10-016-58800	Utilities-Facil	\$33.05

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	3/27/2023	28957-01-3 03/21/2	ADMIN 03/21/23-04/20/23	10-016-58800	Utilities-Facil	\$212.83
					Totals for OPTIMUM:	\$322.59
OPTIQUEST INTERNET SERVICES, INC.	3/3/2023	80485	REMOTE APPLICATION	10-015-53050	Computer Software-Infor	\$375.90
	3/3/2023	80528	HOSTING NETWORK MONITORING SYSTEM	10-015-53050	Computer Software-Infor	\$59.90
					Totals for OPTIQUEST INTERNET SERVICES, INC.:	\$435.80
O'REILLY AUTO PARTS	3/1/2023	0408-395001	VEHICLE PARTS	10-010-59050	Vehicle-Parts-Fleet	\$336.86
				10-010-59050	Vehicle-Parts-Fleet	\$28.65
					Totals for O'REILLY AUTO PARTS:	\$365.51
O-TWO MEDICAL TECHNOLOGIES INC.	3/1/2023	INV-021177	6 YEAR PM SERVICE FOR VENTILATOR	10-008-55650	Maintenance- Equipment-M	\$1,462.25
					Totals for O-TWO MEDICAL TECHNOLOGIES INC.:	\$1,462.25
PAGE, WOLFBERG & WIRTH, LLC	3/20/2023	PAG*03202023	Invoice No. 2023-400, Order No. 48208 PWW XI and abc360 - L	10-026-58500	Training/Related Expenses	\$1,310.00
	3/17/2023	2023-400	ABC360REGISTRATION	10-026-58500	Training/Related Expenses	\$1,310.00
					Totals for PAGE, WOLFBERG & WIRTH, LLC:	\$2,620.00
PAGING & WIRELESS SERVICE CENTER	3/1/2023	63447	MINITOR 5 BATTERY PACK	10-004-57225	Radio - Parts-Radio	\$300.25
	3/1/2023	63442	MINITOR 5 REPAIR PLUS RECEIVER AND RESET BUTTON	10-004-57200	Radio Repairs - Outsourced	\$201.75
					Totals for PAGING & WIRELESS SERVICE CENTER:	\$502.00
PANORAMA, CITY OF	3/1/2023	020159006 02/24/2	STATION 14 01/23/23-02/22/23	10-016-58800	Utilities-Facil	\$84.91
					Totals for PANORAMA, CITY OF:	\$84.91
PEACHEE, ASHLEY	3/16/2023	PRE*03162023	TUITION - 2023	10-025-58550	Tuition Reimbursement-Hu	\$1,215.80
					Totals for PEACHEE, ASHLEY:	\$1,215.80
PELCZAR, SCOTT	3/7/2023	PEL*03072023	YEARS OF SERVICE	10-025-54450	Employee Recognition-Hur	\$600.00
					Totals for PELCZAR, SCOTT:	\$600.00
PITNEY BOWES INC (POB 371874)postage	3/1/2023	04765611 02/28/23	ACCT #8000-9090-0476-5611 02/28/23	10-008-56900	Postage-Mater	\$1,005.00
					Totals for PITNEY BOWES INC (POB 371874)postage:	\$1,005.00
POWELL, MEGAN	3/15/2023	POW*03152023	REISSUE/MILEAGE REIMBURSEMENT 06/10/19-8/22/19	10-009-56200	Mileage Reimbursements-I	\$84.44
					Totals for POWELL, MEGAN:	\$84.44
POWER ASSOCIATES, INC	3/23/2023	6017	CSCT UPS SERVICE RENEWAL	10-004-55650	Maintenance- Equipment-R	\$9,474.00
					Totals for POWER ASSOCIATES, INC:	\$9,474.00
PRIORITY DISPATCH NATIONAL ACADEMIES OF E	3/1/2023	SIN332652	EMD ACE RE-ACCREDITATION MAINTENANCE PLAN 202	10-006-57100	Professional Fees-Alarm	\$650.00
	3/1/2023	SIN326752	COURSE TRAINING AND CERTIFICATION 11/10/22-11/12/2	10-006-52700	Business Licenses-Alarm	\$4,015.00
					Totals for PRIORITY DISPATCH NATIONAL ACADEMIES OF EMERGENCY DISPTACH:	\$4,665.00
PS LIGHTWAVE, INC DBA PURE SPEED LIGHTWAV	3/1/2023	RC00090195	STATION 31 - MARCH 2023	10-015-58310	Telephones-Service-Infor	\$720.00
	3/10/2023	RC00090946	STATION 31 - APRIL 2023	10-015-58310	Telephones-Service-Infor	\$720.00

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				Totals for PS LIGHTWAVE, INC DBA PURE SPEED LIGHTWAVE:		\$1,440.00
QUEST DIAGNOSTIC	3/1/2023	9203032985	EMPLOYEE TESTING - 02/09/23, 02/17/23	10-027-54350	Employee Health/Wellness	\$137.78
				Totals for QUEST DIAGNOSTIC:		\$137.78
RAY MART, INC.dba TRI-SUPPLY CO	3/1/2023	ON0001614286-0C	ELECTRIC RANGE - STATION 43	10-016-57750	Small Equipment & Furnitu	\$772.98
				Totals for RAY MART, INC.dba TRI-SUPPLY CO:		\$772.98
REED CLAYMON MEEKER & HARGETT PLLC	3/9/2023	28201	LEGAL FEES 02/08/23, 02/17/23	10-001-55500	Legal Fees-Admin	\$333.00
				Totals for REED CLAYMON MEEKER & HARGETT PLLC:		\$333.00
REJAPAKSA, DUDLEY	3/3/2023	REJ*03032023	RELEASE OF LIABILITY PATIENT PROPERTY DAMAGE	10-016-53500	Customer Property Damag	\$450.00
				Totals for REJAPAKSA, DUDLEY:		\$450.00
RELIANT ENERGY	3/13/2023	236000121729	STATION 27 01/30/23-02/28/23	10-016-58800	Utilities-Facil	\$476.40
	3/13/2023	414000314105	MAGNOLIA TOWER 01/31/23-03/01/23	10-004-58800	Utilities-Radio	\$547.07
	3/13/2023	127005634280	STATION 40 001/31/23-03/01/23	10-016-58800	Utilities-Facil	\$464.69
	3/17/2023	414000314104	MAGNOLIA TOWER SECURITY 01/31/23-03/01/23	10-004-58800	Utilities-Radio	\$407.07
	3/17/2023	182003203983	STATIOIN 41 02/02/23-03/05/23	10-016-58800	Utilities-Facil	\$611.68
	3/23/2023	413000315861	STATION 40 OUTDOOR LIGHTING 02/01/23-03/02/23	10-016-58800	Utilities-Facil	\$64.70
				Totals for RELIANT ENERGY:		\$2,571.61
REVSPRING, INC.	3/8/2023	DSI1325296	MAILING FEE/ ACCT PPMCHD01 02/01/23-02/28/23	10-011-57100	Professional Fees-EMS B	\$12,096.80
				Totals for REVSPRING, INC.:		\$12,096.80
ROBINSON, KASSANDRA	3/21/2023	ROB*03212023	MILEAGE - (03/20/2023 - 03/20/2023)	10-007-56200	Mileage Reimbursements-E	\$48.21
				Totals for ROBINSON, KASSANDRA:		\$48.21
ROGUE WASTE RECOVERY & ENVIRONMENTAL,	3/16/2023	16883A	HAZARDOUS WASTE REMOVAL - FLEET	10-010-54800	Hazardous Waste Removal	\$188.50
				Totals for ROGUE WASTE RECOVERY & ENVIRONMENTAL, INC:		\$188.50
ROTARY CLUB OF THE WOODLANDS	3/1/2023	ROT*03012023	QUARTERLY DUES - 1ST QTR JAN-MARCH 2023	10-001-54100	Dues/Subscriptions-Admin	\$280.00
				Totals for ROTARY CLUB OF THE WOODLANDS:		\$280.00
S.A.F.E. DRUG TESTING	3/1/2023	1153048	EMPLOYEE TESTING 02/01/23-02/28/23	10-025-57300	Recruit/Investigate-Human	\$1,646.50
				Totals for S.A.F.E. DRUG TESTING:		\$1,646.50
SARI'S CREATIONS	3/1/2023	12482A	EMBROIDERY JOB - JACKET	10-008-58700	Uniforms-Mater	\$130.00
	3/1/2023	12482B	EMBROIDERY JOB - SHIPPING CHARGES	10-008-58700	Uniforms-Mater	\$22.80
				Totals for SARI'S CREATIONS:		\$152.80
SCHAEFFER MANUFACTURING COMPANY	3/1/2023	CRJ4178-INV1	OILS & LUBRICANTS	10-010-56400	Oil & Lubricants-Fleet	\$3,050.68
				10-010-54550	Fluids & Additives - Auto-	\$2,459.92
				Totals for SCHAEFFER MANUFACTURING COMPANY:		\$5,510.60
SEEK, JAMES	3/15/2023	SEE*03152023	PER DIEM - TEXAS NAEMSP CONFERENCE (04/02/2023-04	10-009-53150	Conferences - Fees, Travel,	\$166.00

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					Totals for SEEK, JAMES:	\$166.00
SEWELL, AMY	3/11/2023	SEW*03112023	MILEAGE - (03/11/2023 - 03/11/2023)	10-007-56200	Mileage Reimbursements-E	\$23.78
					Totals for SEWELL, AMY:	\$23.78
SHI GOVERNMENT SOLUTIONS, INC.	3/17/2023	GB00485304	COMPUTER SOFTWARE	10-015-53050	Computer Software-Infor	\$938.30
					Totals for SHI GOVERNMENT SOLUTIONS, INC.:	\$938.30
SHRED-IT USA LLC	3/1/2023	8003374905	SERVICE DATE 01/30/23	10-026-56500	Other Services-Recor	\$330.06
	3/1/2023	8003169263	SERVICE DATE 12/28/22	10-026-56500	Other Services-Recor	\$309.18
	3/1/2023	8002975640	SERVICE DATE 12/06/22	10-026-56500	Other Services-Recor	\$309.18
	3/1/2023	8002645343	SERVICE DATE 10/11/22, 10/21/22	10-026-56500	Other Services-Recor	\$3,440.00
					Totals for SHRED-IT USA LLC:	\$4,388.42
SPARKLETTS AND SIERRA SPRINGS	3/1/2023	3677798 022223	ACCT #21767323677798	10-008-57900	Station Supplies-Mater	\$18.74
				10-008-57900	Station Supplies-Mater	\$108.37
				10-008-57900	Station Supplies-Mater	\$49.40
				10-008-57900	Station Supplies-Mater	\$13.63
				10-008-57900	Station Supplies-Mater	\$3.41
				10-008-57900	Station Supplies-Mater	\$24.91
				10-008-57900	Station Supplies-Mater	\$190.78
				10-008-57900	Station Supplies-Mater	\$52.81
				10-008-57900	Station Supplies-Mater	\$3.41
				10-008-57900	Station Supplies-Mater	\$90.28
				10-008-57900	Station Supplies-Mater	\$23.85
				10-008-57900	Station Supplies-Mater	\$18.74
				10-008-57900	Station Supplies-Mater	\$3.41
				10-008-57900	Station Supplies-Mater	\$17.04
				10-008-57900	Station Supplies-Mater	\$13.63
				10-008-57900	Station Supplies-Mater	\$100.51
				10-008-57900	Station Supplies-Mater	\$23.85
				10-008-57900	Station Supplies-Mater	\$13.91
				10-008-57900	Station Supplies-Mater	\$27.26
				10-008-57900	Station Supplies-Mater	\$100.78
				10-008-57900	Station Supplies-Mater	\$8.80
				10-008-57900	Station Supplies-Mater	\$13.63
				10-008-57900	Station Supplies-Mater	\$23.85
				10-008-57900	Station Supplies-Mater	\$18.74
				10-008-57900	Station Supplies-Mater	\$34.07
				10-008-57900	Station Supplies-Mater	\$63.03
					Totals for SPARKLETTS AND SIERRA SPRINGS:	\$1,060.84
SPECK, MEGAN	3/23/2023	SPE*03232023	WELLNESS	10-025-54350	Employee Health/Wellness	\$105.00
					Totals for SPECK, MEGAN:	\$105.00
SPLENDORA, CITY OF	3/9/2023	013901000 02/28/2	STATION 31 01/26/23-02/28/23	10-016-58800	Utilities-Facil	\$19.40

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Totals for SPLENDORA, CITY OF:						\$19.40
STANLEY LAKE M.U.D.	3/1/2023	00009836 3/3/23	STATION 43 01/30/23-03/02/23	10-016-58800	Utilities-Facil	\$5.70
	3/1/2023	00009834 3/3/23	STATION 43 01/30/23-03/02/23	10-016-58800	Utilities-Facil	\$34.18
Totals for STANLEY LAKE M.U.D.:						\$39.88
STAPLES ADVANTAGE	3/1/2023	3529094841	OFFICE SUPPLIES	10-008-56300	Office Supplies-Mater	\$685.78
Totals for STAPLES ADVANTAGE:						\$685.78
STERICYCLE, INC	3/6/2023	4011521591	ACCT #2055356	10-008-52500	Bio-Waste Removal-Mater	\$72.85
				10-008-52500	Bio-Waste Removal-Mater	\$1,196.18
				10-008-52500	Bio-Waste Removal-Mater	\$72.85
				10-008-52500	Bio-Waste Removal-Mater	\$72.85
				10-008-52500	Bio-Waste Removal-Mater	\$336.26
				10-008-52500	Bio-Waste Removal-Mater	\$84.06
				10-008-52500	Bio-Waste Removal-Mater	\$72.85
				10-008-52500	Bio-Waste Removal-Mater	\$84.06
				10-008-52500	Bio-Waste Removal-Mater	\$72.85
				10-008-52500	Bio-Waste Removal-Mater	\$168.14
				10-008-52500	Bio-Waste Removal-Mater	\$72.85
				10-008-52500	Bio-Waste Removal-Mater	\$72.85
				10-008-52500	Bio-Waste Removal-Mater	\$72.85
				10-008-52500	Bio-Waste Removal-Mater	\$72.85
				10-008-52500	Bio-Waste Removal-Mater	\$84.06
				10-008-52500	Bio-Waste Removal-Mater	\$84.06
				10-008-52500	Bio-Waste Removal-Mater	\$72.85
				10-008-52500	Bio-Waste Removal-Mater	\$72.85
				10-008-52500	Bio-Waste Removal-Mater	\$112.09
				10-008-52500	Bio-Waste Removal-Mater	\$72.85
				10-008-52500	Bio-Waste Removal-Mater	\$72.85
				10-008-52500	Bio-Waste Removal-Mater	\$69.38
				10-008-52500	Bio-Waste Removal-Mater	\$69.38
10-008-52500	Bio-Waste Removal-Mater	\$69.38				
Totals for STERICYCLE, INC:						\$3,449.80
STEWART ORGANIZATION INC.	3/1/2023	2155991	ACCT #1110518 COPIER USAGE 02/25/23-03/24/23	10-015-55400	Leases/Contracts-Infor	\$921.26
Totals for STEWART ORGANIZATION INC.:						\$921.26
STRYKER SALES CORPORATION	3/19/2023	4094445M	MEDICAL EQUIPMENT	10-008-54200	Durable Medical Equipmer	\$1,932.00
	3/21/2023	4097348M	MEDICAL EQUIPMENT	10-008-54200	Durable Medical Equipmer	\$49.30
Totals for STRYKER SALES CORPORATION:						\$1,981.30
TCDRS	3/15/2023	TCD031523	TCDRS TRANSMISSION FEBRUARY 2023	10-000-21650	TCDRS Defined Benefit Pl	\$170,187.53
				10-000-21650	TCDRS Defined Benefit Pl	\$230,968.79



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					Totals for TCDRS:	\$401,156.32
TELEFLEX LLC	3/1/2023	9506637076	MEDICAL SUPPLIES	10-008-53900	Disposable Medical Suppli	\$21,024.00
					Totals for TELEFLEX LLC:	\$21,024.00
TESSCO TECHNOLOGIES INC.	3/1/2023	9400026800	SHOP SUPPLIES	10-004-57725	Shop Supplies-Radio	\$166.56
	3/10/2023	9400035012	ANTENNA BRACKETS	10-004-57225	Radio - Parts-Radio	\$28.56
					Totals for TESSCO TECHNOLOGIES INC.:	\$195.12
TEXAS HHSC	3/17/2023	TS CLM NO 1877	OVERPAYMENT/DSRIP DY8 IGT	10-000-21000	Accrued Expenditures-BS	\$17,073.10
					Totals for TEXAS HHSC:	\$17,073.10
THE STRONG FIRM P.C.	3/9/2023	29986	ATTORNEY SERVICES 02/03/23-02/28/23	10-001-55500	Legal Fees-Admin	\$2,861.19
					Totals for THE STRONG FIRM P.C.:	\$2,861.19
THE WOODLANDS TOWNSHIP (23/24/29)	3/14/2023	APRIL 2023-214	STATION 23, 24, & 29 RENT	10-000-14900	Prepaid Expenses-BS	\$1,000.00
				10-000-14900	Prepaid Expenses-BS	\$1,000.00
				10-000-14900	Prepaid Expenses-BS	\$1,000.00
					Totals for THE WOODLANDS TOWNSHIP (23/24/29):	\$3,000.00
TK ELEVATOR CORPORATION	3/1/2023	3007123661	ELEVATOR MAINTENANCE 03/01/23-05/31/23	10-016-55600	Maintenance & Repairs-Bu	\$1,809.96
					Totals for TK ELEVATOR CORPORATION:	\$1,809.96
TOMMY'S PAINT & BODY INC dba TOMMY'S WREC	3/1/2023	6303	VEHICLE TOWING	10-010-59200	Vehicle-Towing-Fleet	\$325.00
	3/16/2023	6353	VEHICLE TOWING	10-010-52000	Accident Repair-Fleet	\$200.00
					Totals for TOMMY'S PAINT & BODY INC dba TOMMY'S WRECKER:	\$525.00
TOWN SQUARE PUBLICATIONS, LLC	3/20/2023	245857	AD - THE WOODLANDS AREA CHAMBER	10-001-52200	Advertising-Admin	\$699.00
					Totals for TOWN SQUARE PUBLICATIONS, LLC:	\$699.00
TOYOTA LIFT OF HOUSTON	3/1/2023	147356279	PM PERFORMED	10-010-59000	Vehicle-Outside Services-F	\$189.61
					Totals for TOYOTA LIFT OF HOUSTON:	\$189.61
TRANSUNION RISK & ALTERNATIVE DATASOLUT	3/1/2023	6130832-202302-1	02/01/23-02/28/23	10-002-57100	Professional Fees-HCAP	\$330.00
					Totals for TRANSUNION RISK & ALTERNATIVE DATASOLUTIONS, INC.:	\$330.00
TRIZETTO PROVIDER SOLUTIONS	3/1/2023	121Y032300	INTEGRATED ELIG/QUICK POSTED REMITS/ELECTRONIC	10-011-57100	Professional Fees-EMS B	\$1,538.94
					Totals for TRIZETTO PROVIDER SOLUTIONS:	\$1,538.94
TROPHY HOUSE	3/1/2023	002308	NAME PLATE - SIMMONDS	10-008-56300	Office Supplies-Mater	\$12.50
	3/1/2023	002257A	NAME PLATE - PRATER	10-008-56300	Office Supplies-Mater	\$12.50
	3/1/2023	002257B	NAME PLATE - SEEK	10-008-56300	Office Supplies-Mater	\$12.50
	3/20/2023	002276	SAVE PLAQUE	10-009-54450	Employee Recognition-Dep	\$120.00
	3/1/2023	001708	NAME PLATE - MARTINEZ, MATHEWS, MURILLO	10-008-57000	Printing Services-Mater	\$37.50
	3/1/2023	002016	IMPACT AWARD	10-009-54450	Employee Recognition-Dep	\$115.50
	3/1/2023	001834	ACRYLIC AWARD	10-025-54450	Employee Recognition-Hu	\$315.00

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					Totals for TROPHY HOUSE:	\$625.50
TRUGREEN	3/1/2023	170756439	VEGETATION CONTROL - CONROE SERVICE CENTER	10-004-55600	Maintenance & Repairs-Bu	\$335.17
	3/1/2023	170755539	VEGETATION CONTROL - ROBINSON RD	10-004-55600	Maintenance & Repairs-Bu	\$335.17
	3/1/2023	170756411	VEGETATION CONTROL - SPLENDORA	10-004-55600	Maintenance & Repairs-Bu	\$335.23
	3/1/2023	170756425	VEGETATION CONTROL - GRANDERLAND	10-004-55600	Maintenance & Repairs-Bu	\$335.19
	3/1/2023	170756485	VEGETATION CONTROL - THOMPSON RD	10-004-55600	Maintenance & Repairs-Bu	\$335.19
	3/1/2023	170756497	VEGETATION CONTROL - MAGNOLIA	10-004-55600	Maintenance & Repairs-Bu	\$451.22
					Totals for TRUGREEN:	\$2,127.17
VALIC COLLECTIONS	3/6/2023	VAL030623	EMPLOYEE CONTRIBUTIONS FOR 03/06/23	10-000-21600	Employee Deferred Comp.	\$9,943.45
	3/20/2023	VAL032023	EMPLOYEE CONTRIBUTIONS FOR 03/20/23	10-000-21600	Employee Deferred Comp.	\$12,452.02
					Totals for VALIC COLLECTIONS:	\$22,395.47
VENDNOVATION, LLC	3/2/2023	2023-000475	EMS 12M - ONE YEAR SOFTWARE LICENSE	10-008-53050	Computer Software-Mater	\$6,000.00
					Totals for VENDNOVATION, LLC:	\$6,000.00
VERIZON WIRELESS (POB 660108)	3/9/2023	9929709226	ACCOUNT # 920161350-00001 FEB 10 - MAR 09	10-015-53050	Computer Software-Infor	\$770.00
				10-001-58200	Telephones-Cellular-Admir	\$236.78
				10-002-58200	Telephones-Cellular-HCAF	\$236.78
				10-004-58200	Telephones-Cellular-Radio	\$317.20
				10-005-58200	Telephones-Cellular-Accou	\$80.40
				10-006-58200	Telephones-Cellular-Alarm	\$158.59
				10-007-58200	Telephones-Cellular-EMS	\$1,154.12
				10-008-58200	Telephones-Cellular-Mater	\$201.00
				10-009-58200	Telephones-Cellular-Dept	\$238.99
				10-010-58200	Telephones-Cellular-Fleet	\$120.60
				10-011-58200	Telephones-Cellular-EMS	\$80.40
				10-015-58200	Telephones-Cellular-Infor	\$7,460.58
				10-016-58200	Telephones-Cellular-Facil	\$312.90
				10-025-58200	Telephones-Cellular-Huma	\$120.60
				10-027-58200	Telephones-Cellular-Emerg	\$116.18
				10-039-58200	Telephones-Cellular-Comn	\$348.54
				10-042-58200	Telephones-Cellular-EMS	\$40.20
				10-045-58200	Telephones-Cellular-EMS	\$198.79
					Totals for VERIZON WIRELESS (POB 660108):	\$12,192.65
VFIS OF TEXAS / REGNIER & ASSOCIATES	3/1/2023	5818	CREDIT	10-001-54900	Insurance-Admin	(\$229.38)
	3/1/2023	3807	ADD 2022 CHEVY ALS VIN #7692/THEFT FEE	10-001-54900	Insurance-Admin	\$1,881.18
					Totals for VFIS OF TEXAS / REGNIER & ASSOCIATES:	\$1,651.80
WASTE MANAGEMENT OF TEXAS	3/16/2023	5799140-1792-9	STATION 27 03/01/23-03/31/23	10-016-58800	Utilities-Facil	\$123.01
	3/16/2023	5799009-1792-6	STATION 14 03/01/23-03/31/23	10-016-58800	Utilities-Facil	\$48.46
	3/16/2023	5798499-1792-0	STATION 43 03/01/23-03/31/23	10-016-58800	Utilities-Facil	\$125.88
	3/16/2023	5798501-1792-3	STATION 41 03/01/23-03/31/23	10-016-58800	Utilities-Facil	\$120.53
	3/16/2023	5798024-1792-6	VARIOUS STATIONS 03/01/23-03/31/23	10-016-58800	Utilities-Facil	\$115.40

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				10-016-58800	Utilities-Facil	\$112.03
				10-016-58800	Utilities-Facil	\$8.50
				10-016-58800	Utilities-Facil	\$153.58
				10-016-58800	Utilities-Facil	\$729.04
				10-016-58800	Utilities-Facil	\$112.03
				10-016-58800	Utilities-Facil	\$118.35
				10-016-58800	Utilities-Facil	\$118.27
				10-016-58800	Utilities-Facil	\$117.38
				<b>Totals for WASTE MANAGEMENT OF TEXAS:</b>		<b>\$2,002.46</b>
WAYTEK, INC.	3/6/2023	3503344	SHOP SUPPLIES	10-010-57725	Shop Supplies-Fleet	\$470.40
				10-010-57725	Shop Supplies-Fleet	\$21.30
				<b>Totals for WAYTEK, INC.:</b>		<b>\$491.70</b>
WEAVER AND TIDWELL, LLP	3/1/2023	10740010	2022 ANNUAL AUDIT	10-005-52100	Accounting/Auditing Fees-	\$20,000.00
				<b>Totals for WEAVER AND TIDWELL, LLP:</b>		<b>\$20,000.00</b>
WESTWOOD N. WATER SUPPLY	3/1/2023	1885 02/28/23	STATION 27 01/17/23-02/20/23 2" FIRELINE METER	10-016-58800	Utilities-Facil	\$256.80
	3/1/2023	1520 02/28/23	STATION 27 01/17/23-02/20/23 1' COMM METER	10-016-58800	Utilities-Facil	\$58.97
				<b>Totals for WESTWOOD N. WATER SUPPLY:</b>		<b>\$315.77</b>
WEX HEALTH, INC.	3/1/2023	FSA 02.28.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$6.08
	3/2/2023	FSA 03.01.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$131.31
	3/3/2023	FSA 03.02.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$761.79
	3/6/2023	FSA 03.03.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$203.56
	3/7/2023	FSA 03.04.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$105.47
	3/7/2023	FSA 03.05.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$2,147.57
	3/7/2023	HSA 03.04.23	HSA PLAN FUNDING 03/04/23	10-025-51700	Health & Dental-Human	\$3,000.00
				10-000-21595	P/R-Health Savings-BS-BS	\$9,219.00
	3/7/2023	FSA 03.06.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$293.30
	3/8/2023	FSA 03.07.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$668.73
	3/9/2023	FSA 03.08.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$1,563.00
	3/10/2023	FSA 03.09.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$1,301.42
	3/13/2023	FSA 03.10.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$139.62
	3/14/2023	FSA 03.13.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$1,402.80
	3/16/2023	FSA 03.15.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$50.00
	3/17/2023	FSA 03.16.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$440.73
	3/20/2023	HSA 03.17.23	HSA PLAN FUNDING 03.17.23	10-000-21595	P/R-Health Savings-BS-BS	\$9,102.22
	3/20/2023	FSA 03.17.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$719.83
	3/14/2023	FSA 03.11.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$526.81
	3/15/2023	FSA 03.14.23A	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$25.00
	3/14/2023	FSA 3.14.23B	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$653.07
	3/15/2023	FSA 03.14.23C	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$142.32
	3/21/2023	FSA 03.18.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$83.76
	3/21/2023	FSA 03.19.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$177.38
	3/21/2023	FSA 03.21.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$87.81

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	3/23/2023	FSA 03.22.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$318.09
	3/24/2023	0001690607-IN	FSA MONTHLY/HSA MONTHLY	10-025-57100	Professional Fees-Human	\$719.20
	3/24/2023	FSA 03.23.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$31.40
	3/28/2023	FSA 03.27.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$91.60
	3/28/2023	FSA 03.25.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$73.31
	3/28/2023	FSA 03.26.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$689.71
	3/27/2023	FSA 03.24.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$46.30
	3/21/2023	FSA 03.20.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$39.76
	3/30/2023	FSA 03.29.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$44.07
	3/31/2023	FSA 03.30.23	MEDICAL FSA 01/01/23-12/31/23	10-000-21585	P/R-Flexible Spending-BS-	\$313.31
	3/31/2023	HSA 03.30.23	HSA PLAN FUNGING 03/30/23	10-025-51700	Health & Dental-Human	\$62.50
					Totals for WEX HEALTH, INC.:	\$35,381.83
WILKINS LINEN & DUST CONTROL SERVICE	3/9/2023	346705	LAUNDRY SERVICE - FLEET	10-010-55100	Laundry Service & Purchas	\$72.36
					Totals for WILKINS LINEN & DUST CONTROL SERVICE:	\$72.36
WOLEBEN, SHANNON	3/17/2023	WOL*03172023	EXPENSE - DUES/SUBSCRIPTIONS	10-005-54100	Dues/Subscriptions-Accou	\$85.00
	3/24/2023	WOL*03242023	EXPENSE - EMPLOYEE RECOGNITION	10-005-54450	Employee Recognition-Acc	\$71.40
	3/28/2023	WOL*03282023	PER DIEM - GFOAT SPRING CONFERENCE (04/16/2023-04/17/2023)	10-005-53150	Conferences - Fees, Travel	\$87.00
					Totals for WOLEBEN, SHANNON:	\$243.40
WOODLAND OAKS UTILITY CO	3/9/2023	055082501 02/24/2	STATION 27 01/17/23-02/21/23	10-016-58800	Utilities-Facil	\$89.72
					Totals for WOODLAND OAKS UTILITY CO:	\$89.72
ZOLL DATA SYSTEMS	3/1/2023	INV00137660	HOSTED BILLING PRO - 3 YEAR (04/01/23-04/30/23)	10-011-57100	Professional Fees-EMS B	\$9,320.00
					Totals for ZOLL DATA SYSTEMS:	\$9,320.00
ZOLL MEDICAL CORPORATION	3/1/2023	3672603	MEDICAL EQUIPMENT	10-008-54200	Durable Medical Equipmer	\$747.48
	3/1/2023	3667067	MEDICAL EQUIPMENT	10-008-54200	Durable Medical Equipmer	\$1,388.18
	3/1/2023	3671684	REPAIR OF X-SERIES	10-008-57650	Repair-Equipment-Mater	\$3,499.50
	3/1/2023	3676055	MEDICAL EQUIPMENT	10-008-54200	Durable Medical Equipmer	\$9,799.40
	3/9/2023	3682919	MEDICAL EQUIPMENT	10-008-54200	Durable Medical Equipmer	\$1,837.02
	3/13/2023	3684545	X-SERIES	10-008-57650	Repair-Equipment-Mater	\$5,135.22
	3/17/2023	3688243	MEDICAL EQUIPMENT	10-008-54200	Durable Medical Equipmer	\$1,771.80
					Totals for ZOLL MEDICAL CORPORATION:	\$24,178.60

**CAPITAL PURCHASES**

<b>Vendor Name</b>	<b>Invoice Date</b>	<b>Invoice No.</b>	<b>Invoice Description</b>	<b>Account No.</b>	<b>Account Description</b>	<b>Amount</b>
MICROWAVE NETWORKS	3/1/2023	1894091	MICROWAVE EQUIPMENT FOR NEW 105 TOWER	10-004-52754	Capital Purchase - Equipment-	\$2,290.15
	3/1/2023	1894037	MICROWAVE EQUIPMENT FOR NEW 105 TOWER	10-004-52754	Capital Purchase - Equipment-	\$38,522.00
					Totals for MICROWAVE NETWORKS:	<u>\$40,812.15</u>
STEWART TITLE OF MONTGOMERY COUN	3/3/2023	STE03032023	TBD HWY 105, A-8, 0.990 ACRE	10-004-52751	Capital Purchases - Land-Radi	\$260,249.15
					Totals for STEWART TITLE OF MONTGOMERY COUNTY, INC.:	<u>\$260,249.15</u>

## Account Summary

<u>Account Number</u>	<u>Description</u>	<u>Net Amount</u>
10-000-14100	Patient Refunds-BS	\$14,995.29
10-000-14305	A/R Employee-BS	\$150.00
10-000-14900	Prepaid Expenses-BS	\$39,942.47
10-000-21000	Accrued Expenditures-BS	\$17,073.10
10-000-21525	P/R-United Way Deductions-BS	\$25.00
10-000-21585	P/R-Flexible Spending-BS-BS	\$13,278.91
10-000-21590	P/R-Premium Cancer/Accident-BS	\$6,437.43
10-000-21595	P/R-Health Savings-BS-BS	\$18,321.22
10-000-21600	Employee Deferred Comp.-BS	\$22,395.47
10-000-21650	TCDRS Defined Benefit Plan-BS	\$401,156.32
10-001-52200	Advertising-Admin	\$1,249.00
10-001-53050	Computer Software-Admin	\$664.49
10-001-53310	Contractual Obligations- County Appraisal-Admin	\$81,607.88
10-001-54100	Dues/Subscriptions-Admin	\$292.95
10-001-54900	Insurance-Admin	\$1,651.80
10-001-55500	Legal Fees-Admin	\$4,229.19
10-001-55900	Meals - Business and Travel-Admin	\$29.09
10-001-58200	Telephones-Cellular-Admin	\$236.78
10-001-58500	Training/Related Expenses-CE-Admin	\$480.00
10-002-54450	Employee Recognition-HCAP	\$453.94
10-002-57100	Professional Fees-HCAP	\$482.50
10-002-58200	Telephones-Cellular-HCAP	\$236.78
10-004-52751	Capital Purchases - Land-Radio	\$260,249.15
10-004-52754	Capital Purchase - Equipment-Radio	\$40,812.15
10-004-54100	Dues/Subscriptions-Radio	\$9.99
10-004-55600	Maintenance & Repairs-Buildings-Radio	\$3,905.04
10-004-55650	Maintenance- Equipment-Radio	\$9,474.00
10-004-57100	Professional Fees-Radio	\$22,000.00
10-004-57200	Radio Repairs - Outsourced (Depot)-Radio	\$2,465.87
10-004-57225	Radio - Parts-Radio	\$24,449.01
10-004-57725	Shop Supplies-Radio	\$166.56
10-004-57750	Small Equipment & Furniture-Radio	\$2,401.13
10-004-58200	Telephones-Cellular-Radio	\$418.84
10-004-58310	Telephones-Service-Radio	\$239.57
10-004-58800	Utilities-Radio	\$3,823.00
10-005-52100	Accounting/Auditing Fees-Accou	\$20,000.00
10-005-53050	Computer Software-Accou	\$57.41
10-005-53150	Conferences - Fees, Travel, & Meals-Accou	\$87.00
10-005-54100	Dues/Subscriptions-Accou	\$85.00
10-005-54450	Employee Recognition-Accou	\$71.40
10-005-58200	Telephones-Cellular-Accou	\$80.40
10-006-52600	Books/Materials-Alarm	\$99.00
10-006-52700	Business Licenses-Alarm	\$4,015.00
10-006-53150	Conferences - Fees, Travel, & Meals-Alarm	\$655.50
10-006-57100	Professional Fees-Alarm	\$650.00
10-006-58200	Telephones-Cellular-Alarm	\$158.59
10-007-52950	Community Education-EMS	\$109.00
10-007-53150	Conferences - Fees, Travel, & Meals-EMS	\$76.25
10-007-53550	Customer Relations-EMS	\$5,492.00
10-007-54100	Dues/Subscriptions-EMS	\$0.99
10-007-56100	Meeting Expenses-EMS	\$1,052.79
10-007-56200	Mileage Reimbursements-EMS	\$330.32
10-007-57000	Printing Services-EMS	\$185.00
10-007-58200	Telephones-Cellular-EMS	\$1,154.12
10-007-58500	Training/Related Expenses-CE-EMS	\$1,818.48
10-007-58700	Uniforms-EMS	\$5,042.64
10-008-52500	Bio-Waste Removal-Mater	\$3,449.80
10-008-53050	Computer Software-Mater	\$6,000.00
10-008-53800	Disposable Linen-Mater	\$4,730.05
10-008-53900	Disposable Medical Supplies-Mater	\$105,768.02
10-008-54200	Durable Medical Equipment-Mater	\$18,951.51
10-008-55650	Maintenance- Equipment-Mater	\$7,234.25
10-008-56300	Office Supplies-Mater	\$1,389.55

## Account Summary

<u>Account Number</u>	<u>Description</u>	<u>Net Amount</u>
10-008-56600	Oxygen & Gases-Mater	\$7,765.56
10-008-56900	Postage-Mater	\$1,005.00
10-008-57000	Printing Services-Mater	\$498.31
10-008-57650	Repair-Equipment-Mater	\$9,257.01
10-008-57900	Station Supplies-Mater	\$4,912.39
10-008-58200	Telephones-Cellular-Mater	\$201.00
10-008-58700	Uniforms-Mater	\$360.30
10-009-52600	Books/Materials-Dept	\$15,048.53
10-009-52700	Business Licenses-Dept	\$444.00
10-009-53150	Conferences - Fees, Travel, & Meals-Dept	\$166.00
10-009-54000	Drug Supplies-Dept	\$33,754.97
10-009-54100	Dues/Subscriptions-Dept	\$1,250.00
10-009-54450	Employee Recognition-Dept	\$308.09
10-009-56100	Meeting Expenses-Dept	\$3,752.04
10-009-56200	Mileage Reimbursements-Dept	\$84.44
10-009-57100	Professional Fees-Dept	\$14,820.00
10-009-57300	Recruit/Investigate-Dept	\$1,215.17
10-009-57750	Small Equipment & Furniture-Dept	\$98,381.56
10-009-58200	Telephones-Cellular-Dept	\$238.99
10-009-58500	Training/Related Expenses-CE-Dept	(\$456.00)
10-010-41500	Miscellaneous Income-Fleet	\$164.40
10-010-52000	Accident Repair-Fleet	\$200.00
10-010-52725	Capital Lease Expense-Fleet	\$9,339.42
10-010-54500	Equipment Rental-Fleet	\$21.40
10-010-54550	Fluids & Additives - Auto-Fleet	\$6,001.59
10-010-54700	Fuel - Auto-Fleet	\$77,632.53
10-010-54800	Hazardous Waste Removal-Fleet	\$188.50
10-010-55100	Laundry Service & Purchase-Fleet	\$72.36
10-010-55650	Maintenance- Equipment-Fleet	\$66,312.00
10-010-56100	Meeting Expenses-Fleet	\$69.12
10-010-56400	Oil & Lubricants-Fleet	\$3,050.68
10-010-57700	Shop Tools-Fleet	\$47.80
10-010-57725	Shop Supplies-Fleet	\$1,420.86
10-010-58200	Telephones-Cellular-Fleet	\$120.60
10-010-58600	Travel Expenses-Fleet	\$480.00
10-010-58900	Vehicle-Batteries-Fleet	\$1,203.65
10-010-59000	Vehicle-Outside Services-Fleet	\$2,315.61
10-010-59050	Vehicle-Parts-Fleet	\$52,760.02
10-010-59100	Vehicle-Registration-Fleet	\$168.25
10-010-59150	Vehicle-Tires-Fleet	\$627.10
10-010-59200	Vehicle-Towing-Fleet	\$1,095.00
10-011-52900	Collection Fees-EMS B	\$2,836.70
10-011-57100	Professional Fees-EMS B	\$24,156.49
10-011-57750	Small Equipment & Furniture-EMS B	\$357.98
10-011-58200	Telephones-Cellular-EMS B	\$80.40
10-011-58500	Training/Related Expenses-CE-EMS B	\$2,940.00
10-015-53000	Computer Maintenance-Infor	\$2,463.70
10-015-53050	Computer Software-Infor	\$108,082.83
10-015-53100	Computer Supplies/Non-Cap.-Infor	\$4,323.39
10-015-53150	Conferences - Fees, Travel, & Meals-Infor	\$141.00
10-015-55400	Leases/Contracts-Infor	\$5,149.96
10-015-57100	Professional Fees-Infor	\$63,480.00
10-015-57650	Repair-Equipment-Infor	\$2,066.88
10-015-57750	Small Equipment & Furniture-Infor	\$13,849.82
10-015-58200	Telephones-Cellular-Infor	\$8,581.10
10-015-58310	Telephones-Service-Infor	\$43,386.53
10-016-53500	Customer Property Damage-Facil	\$735.64
10-016-55600	Maintenance & Repairs-Buildings-Facil	\$31,599.08
10-016-55650	Maintenance- Equipment-Facil	\$3,473.00
10-016-57750	Small Equipment & Furniture-Facil	\$899.89
10-016-58200	Telephones-Cellular-Facil	\$312.90
10-016-58800	Utilities-Facil	\$37,376.43
10-025-51700	Health & Dental-Human	\$65,349.16

## Account Summary

<u>Account Number</u>	<u>Description</u>	<u>Net Amount</u>
10-025-51710	Health Insurance Claims-Human	\$395,846.51
10-025-51720	Health Insurance Admin Fees-Human	\$55,158.04
10-025-54350	Employee Health\Wellness-Human	\$312.77
10-025-54450	Employee Recognition-Human	\$1,421.57
10-025-57100	Professional Fees-Human	\$719.20
10-025-57300	Recruit/Investigate-Human	\$2,351.45
10-025-58200	Telephones-Cellular-Human	\$120.60
10-025-58550	Tuition Reimbursement-Human	\$3,663.44
10-026-56500	Other Services-Recor	\$4,388.42
10-026-57100	Professional Fees-Recor	\$384.03
10-026-58500	Training/Related Expenses-CE-Recor	\$2,620.00
10-027-54350	Employee Health\Wellness-Emerg	\$137.78
10-027-57750	Small Equipment & Furniture-Emerg	\$90.78
10-027-58200	Telephones-Cellular-Emerg	\$116.18
10-039-58200	Telephones-Cellular-Commu	\$348.54
10-042-57750	Small Equipment & Furniture-EMS T	\$864.93
10-042-58200	Telephones-Cellular-EMS T	\$40.20
10-045-58200	Telephones-Cellular-EMS Q	\$198.79
10-046-52950	Community Education-EMS B	\$157.19
10-046-58700	Uniforms-EMS B	\$402.69
	<b>TOTAL</b>	<b><u><u>\$2,491,832.23</u></u></b>



**JP Morgan Chase Bank**  
**March 2023 Credit Card Transactions**

Vendor Name	Invoice Date	Description	Total
*PERKSATWORK*ONECART	02/24/2023	PO#67862 FLOWER ORDER RICHARD & SARAH JACKSON	\$ 62.77
AMAZON.COM*C82L79HE3	02/07/2023	PO#67645 APPLE PENCIL FOR IT	\$ 89.99
AMAZON.COM*CG1T45VB3	02/13/2023	PO#67737 RESTOCK KEYBOARDS ORDER FOR IT	\$ 259.96
AMAZON.COM*FQ8YD8463	02/13/2023	PO#67749 MEPS TENSIONERS FOR STOCK	\$ 399.32
AMAZON.COM*H08N02163	02/10/2023	PO#67700 UNIFORMS J.MCMINN	\$ 140.81
AMAZON.COM*H53US18D0	03/06/2023	PO 67952 UNIFORMS/BOOTS	\$ 125.45
AMAZON.COM*HD5FA0BA1	03/02/2023	PO#67903 STATION SUPPLY ORDER	\$ 185.27
AMAZON.COM*HE1R450O1	02/15/2023	PO#67736 ITEMS FOR CE GROUP ACTIVITIES	\$ 23.97
AMAZON.COM*HE3CJ1NO1	02/14/2023	PO#67757 REPLACEMENT MATTRESS COVERS	\$ 413.75
AMAZON.COM*HE3LX78I2	02/17/2023	PO#67736 LEGO SETS FOR LEE FOR CE GROUP ACTIVITIES	\$ 23.97
AMAZON.COM*HE3Y24YO0	02/15/2023	PO#67792 APPLE PENCIL FOR NIVEA WHEAT	\$ 98.01
AMAZON.COM*HE61Y35C2	02/17/2023	PO#67811 PLANNER/CALENDAR FOR TRAVEL DESK	\$ 8.98
AMAZON.COM*HE8974G10	02/13/2023	PO#67736 ITEMS FOR CE GROUP ACTIVITIES	\$ 29.97
AMAZON.COM*HE8YC5L90	02/10/2023	PO#67692 INK FOR MISTI W'S PRINTER	\$ 24.99
AMAZON.COM*HP3IW1162	02/23/2023	PO#67797 I-PAD FOR SARAH CUCCIA	\$ 1,019.99
AMAZON.COM*HP4M99HF2	02/24/2023	PO#67871 BUNN COFFEE MAKER FOR ST 10	\$ 309.99
AMAZON.COM*HP5TK65E2	02/24/2023	PO#67869 BLACK INK FOR MISTI W	\$ 23.99
AMAZON.COM*Q020B6Y93	02/13/2023	PO#67749 MEPS TENSIONERS FOR STOCK	\$ 99.83
AMZN DIGITAL*HE5N78A42	02/16/2023	PO#67797 APPLE CARE FOR IPAD FOR SARAH CUCCIA	\$ 149.00
AMZN MKTP US	03/02/2023	PO#67690 STATION SUPPLIES - RETURN CLOROXPRO CLOROX	\$ (69.96)
AMZN MKTP US	03/02/2023	PO#67690 STATION SUPPLIES - RETURN CLOROXPRO CLOROX	\$ (34.98)
AMZN MKTP US*5B1EO8RP3	02/09/2023	PO#67699 CIRCULATION PUMP FOR FLEET	\$ 425.04
AMZN MKTP US*AC91W9PM3	02/09/2023	PO#67698 DECORATIONS FOR RITCHEY'S RETIREMENT	\$ 17.98
AMZN MKTP US*H589N1T10	03/01/2023	PO#67907 FLUID TRANSFER PUMPS FOR SHOP	\$ 23.90
AMZN MKTP US*HD05Q12C2	03/02/2023	PO#67927 HEADSETS FOR LETTY & SHANNON	\$ 357.98
AMZN MKTP US*HD3W07N80	02/23/2023	PO#67867 I.T. RESTOCK ORDER	\$ 46.70
AMZN MKTP US*HD68T7SW2	03/03/2023	PO#67910 HAPPY BIRTHDAY CARDS HR	\$ 29.97
AMZN MKTP US*HD9DH6BI1	03/01/2023	PO#67907 FLUID TRANSFER PUMPS FOR SHOP	\$ 23.90
AMZN MKTP US*HE06F81F2	02/16/2023	PO#66797 TABLET STAND HOLDER FOR SARAH CUCCIA	\$ 18.99
AMZN MKTP US*HE0GJ34R2	02/14/2023	PO#67765 MONITOR STAND * LAPTOP HOLDER SEAN SIMMOND	\$ 90.78
AMZN MKTP US*HE2131SX1	02/21/2023	PO#67829 CABLES FOR I.T.	\$ 371.07
AMZN MKTP US*HE31Y1TL2	02/15/2023	PO#67794 SCENE LIGHT SOCKETS FOR STOCK	\$ 43.60
AMZN MKTP US*HE7047SH0	02/14/2023	PO#67758 PLASTIC COVER LATCHES FOR OUTDOOR LIGHTS	\$ 97.50
AMZN MKTP US*HE7CO18R2	02/17/2023	PO#67581 THOROGOOD BOOTS C.XIE	\$ 144.95
AMZN MKTP US*HE7IS3V52	02/17/2023	PO#67671 PARTS TO REPAIR WASHING MACHINE IN THE SERVI	\$ 41.00
AMZN MKTP US*HE9HN1410	02/10/2023	PO#67698 ITEMS FOR RHONDA RITCHEY'S RETIREMENT	\$ 17.18
AMZN MKTP US*HP00H0BK1	02/23/2023	PO#67852 BATHROOM DOOR LOCK REPLACEMENT ST 27	\$ 55.80
AMZN MKTP US*HP1AK9IY0	02/22/2023	PO#67829 CABLES FOR IT RESTOCK	\$ 251.37
AMZN MKTP US*HP1EW37H1	02/27/2023	PO#67882 HCFS-1500 ENVELOPES & EXPO MARKERS RESTOCK	\$ 386.11
AMZN MKTP US*HP2UJ4681	02/24/2023	PO#67871 OXYGEN CYLINDER DOLLY	\$ 271.18
AMZN MKTP US*HP3659KG1	02/27/2023	PO#67877 MOMENTARY PUSH BUTTON	\$ 54.95
AMZN MKTP US*HP3DR4H82	02/24/2023	PO#67871 OFFICE CHAIR FOR ST 24	\$ 49.91
AMZN MKTP US*HP3MU4ME0	02/20/2023	PO#67493 UNIFORMS FOR RADIO	\$ 162.00
AMZN MKTP US*HP6CT85H2	02/23/2023	PO#67867 RESTOCK ORDER FOR I.T	\$ 412.95
AMZN MKTP US*HP87Y8EX0	02/21/2023	PO#67829 CABLES FOR I.T.	\$ 87.80
AMZN MKTP US*HP8XK7S82	02/27/2023	PO#67888 IPAD IPAD COVER PRO RECRUITMENT	\$ 27.19
AMZN MKTP US*SJ27Q9YK3	02/08/2023	PO#67670 ALL MOUNTS FOR CISCO PHONES IN AMBULANCE	\$ 1,126.20
AMZN MKTP US*T11WE07R3	02/09/2023	PO#67690 STATION SUPPLIES 10-008-53900 & 10-008-57900	\$ 229.47
AMZN MKTP US*W81FR84W3	02/13/2023	PO#67690 CLOROX PRO WIPES	\$ 104.92
APCO INTERNATIONAL INC	02/17/2023	RETAINS 3.0 AGENCY FULL GROUP MEMBER 99.00	\$ 99.00
APPLE.COM/BILL	02/28/2023	PO#67911 ICLLOUD STORAGE FOR MISTI W	\$ 9.99
APPLE.COM/BILL	02/13/2023	ADDITIONAL STORAGE HIPAA COMPLIANCE	\$ 0.99
APPLE.COM/BILL	03/06/2023	JUSTIN APPLE SUBSCRIPTION	\$ 9.99
APPLE.COM/BILL	02/15/2023	ADDITIONAL STORAGE FOR HIPAA COMPLIANCE	\$ 0.99
APPLE.COM/US	02/23/2023	PO#67712 IPAD REPAIR FOR MEDIC 21	\$ 53.04
APPLE.COM/US	02/09/2023	PO#67558 IPDA REPAIR MEDIC 22	\$ 53.04
ATT*BUS PHONE PMT	02/17/2023	Utilities	\$ 498.72
ATT*BUS PHONE PMT	02/07/2023	Utilities	\$ 980.27
BLUE MESA GRILL - PLAN	02/10/2023	BLUE MESA GRILL - CAD VISIT DINNER	\$ 103.93
BUTTERFLY NETWORK	02/23/2023	ANNUAL RENEWAL - UNABLE TO PRINT DETAILED INVOICE	\$ 1,200.00
CHICK-FIL-A #03922	02/24/2023	NEOP LUNCH	\$ 215.11
CITY OF CONROE UTILITY	03/03/2023	Utilities	\$ 116.80

**JP Morgan Chase Bank**  
**March 2023 Credit Card Transactions**

Vendor Name	Invoice Date	Description	Total
CITY OF CONROE UTILITY	03/03/2023	Utilities	\$ 110.70
CITY OF CONROE UTILITY	03/02/2023	Utilities	\$ 1,343.74
COMCAST BUSINESS	02/22/2023	Utilities	\$ 3,291.94
COMCAST BUSINESS	02/07/2023	Utilities	\$ 3,061.01
DSHS REGULATORY PROG	03/01/2023	B. BRASSIER RENEWAL	\$ 96.00
DSHS REGULATORY PROG	02/24/2023	B. MCKELVEY RENEWAL	\$ 126.00
DSHS REGULATORY PROG	02/16/2023	M. LASHOMB RENEWAL	\$ 96.00
DSHS REGULATORY PROG	02/10/2023	C. REED RENEWAL	\$ 126.00
DTV*DIRECTV SERVICE	03/03/2023	Utilities	\$ 197.98
DTV*DIRECTV SERVICE	02/28/2023	Utilities	\$ 197.98
DTV*DIRECTV SERVICE	02/24/2023	Utilities	\$ 79.99
DTV*DIRECTV SERVICE	02/16/2023	Utilities	\$ 153.80
DTV*DIRECTV SERVICE	02/14/2023	Utilities	\$ 1,595.89
EIG*CONSTANTCONTACT.CO	02/16/2023	PO#67815 MONTHLY SUBSCRIPTION MISTI W	\$ 66.50
EMBASSY SUITES	02/13/2023	ASM WEEK 1 - T. CLAY	\$ 909.24
EMBASSY SUITES	02/13/2023	ASM WEEK 1 - T. PHILOGENE	\$ 909.24
FACEBK *PRDW5LB242	03/01/2023	PO#67731 JOB POSTING DIVISION CHIEF	\$ 105.95
FBS FEE	02/21/2023	Utilities	\$ 10.70
FBS LAKE SOUTH WATER S	02/21/2023	Utilities	\$ 356.51
FITCH AND ASSOCIATES L	02/15/2023	ASM - A. FILLMORE - K. KING - S. SANDERS REGISTRATION 8-28-	\$ 8,325.00
HCTRA EZ TAG REBILL	02/20/2023	AUTO CHARGE	\$ 480.00
HIGGINBOTHAM BROS #24	02/24/2023	LUMBER AND SCREWS TO REFLOOR UTV1 TRAILER.	\$ 291.88
HILTON	02/13/2023	HILTON CAD VISIT HOTEL - M. WELLS	\$ 173.13
HILTON	02/13/2023	HILTON CAD VISIT HOTEL - R. DICKSON	\$ 173.13
HILTON	02/13/2023	HILTON CAD VISIT HOTEL - K CROCKER	\$ 173.13
HILTON	02/13/2023	HILTON CAD VISIT HOTEL - J SEEK	\$ 173.13
HOMEDEPOT.COM	02/13/2023	PO#67745 REPLACEMENT MICROWAVE FOR STATION 40	\$ 194.00
HOO*HOOTSUITE INC	02/09/2023	PO#67711 2022 ANNUAL PLAN & 2023 ANNUAL PLAN	\$ 588.00
HOUSTON CHRONICLE CIRC	02/20/2023	PO#67254 CONROE COURIER MONTHLY ONLINE SUBSCRIPTION	\$ 11.96
IN *METROMEDIA	02/07/2023	PO#67669 CONROE CHAMBER DIRECTORY 2022	\$ 550.00
JASON'S DELI CTX 189	02/08/2023	DEBIT DAY PLANNING MEETING	\$ 207.78
JASON'S DELI CTX 189	02/20/2023	MCI TABLE TALK	\$ 192.90
JASON'S DELI CTX 189	02/27/2023	NEOPS MEET THE CHIEFS ORDER AMENDED, ORIGINAL ORDER	\$ (290.13)
JASON'S DELI CTX 189	02/27/2023	NEOPS MEET THE CHIEFS - NEW ORDER	\$ 343.65
JASON'S DELI CTX 189	02/22/2023	NEOPS MEET THE CHIEFS	\$ 290.13
KROGER #0136	02/22/2023	PO#67786 EMPLOYEE APPRECIATION GIFT CARDS HCAP	\$ 300.00
LOWES #00907*	02/24/2023	PO#67860 GRILL AND COVER FOR STATION 45	\$ 368.90
LOWES #00907*	02/27/2023	PO#67863 LOCKING CABINET FOR ST 44	\$ 126.91
MED ONE EQUIPMENT SERV	02/14/2023	PO#67752 ALARIS PUMP REPAIR	\$ 272.29
MONTGOMERY CO SVC FEE	02/24/2023	REGISTRATION OF NEW SHOP 48.	\$ 1.50
MONTGOMERY CO TX MV CN	02/24/2023	REGISTRATION OF NEW SHOP 48.	\$ 7.50
MONTGOMERY VEHREG	02/16/2023	REGISTRATION OF SHOPS 604, 620, 631, 67, 10, 42, 43.	\$ 54.75
MUNICIPAL ONLINE PAYME	03/03/2023	Utilities	\$ 0.85
MUNICIPAL ONLINE PAYME	03/03/2023	Utilities	\$ 0.85
MUNICIPAL ONLINE PAYME	03/02/2023	Utilities	\$ 0.85
NAAC	02/24/2023	PO#67875 CERTIFICATIONS SHANNON & JESSICA IN BILLING	\$ 2,190.00
NAAC	02/09/2023	PO#67659 2023 ONLINE CE'S MELONY & MAIRA	\$ 750.00
NAEMSP-2	02/16/2023	1-23 J CAMPBELL NAEMSP REGISTRATION RATE ADJUSTMENT	\$ (65.00)
NAEMSP-2	02/13/2023	J. SEEK NAEMSP TEXAS CHAPTER FEE	\$ 50.00
NAEMT	02/16/2023	NAEMT INVOICE NO. 102302648041000 COURSE TE-23-02648-04	\$ 135.00
O'REILLY AUTO PARTS 40	02/21/2023	BATTERY CABLE TERMINATION FOR PULL BEHIND GENERATOR	\$ 15.99
PWW MEDIA INC	02/15/2023	PWW K. CROCKER ABC360 REGISTRATION 6-6-2023	\$ 795.00
REDBACK, USA	02/20/2023	PO#67679 BOOTS E. TENNYSON	\$ 185.00
REV.COM	03/02/2023	MCHD TRANSCRIPTION	\$ 78.00
REV.COM	02/20/2023	MCPHD TRANSCRIPTION	\$ 30.00
SAFE SITTER INC	02/27/2023	T. FISCHER SAFE SITTER INSTRUCTOR TRAINING	\$ 109.00
SALTGRASS WOODLANDS	02/15/2023	R. JOHNSON, J. CAMPBELL, CHIEF HUDSON TO DISCUSS HIS NE	\$ 29.09
SAMS CLUB #6421	02/14/2023	PO#67779 ITEMS FOR RHONDA RITCHEY'S RETIREMENT	\$ 141.44
SAMSCLUB.COM	03/06/2023	PO#67948 RESTOCK ORDER	\$ 831.00
SAMSCLUB.COM	02/27/2023	PO#67876 WAREHOUSE RESTOCK ORDER	\$ 1,019.41
SIGNAL HOUND	02/10/2023	SIGNAL HOUND SPECTRUM ANALYZER	\$ 1,274.93

**JP Morgan Chase Bank**  
**March 2023 Credit Card Transactions**

Vendor Name	Invoice Date	Description	Total
SLADEK CONFERENCE SERV	02/28/2023	J. SEEK TEMSP REGISTRATION APRIL	\$ 575.00
SLADEK CONFERENCE SERV	02/24/2023	B. PERRY EDUCATOR CONF. REGISTRATION REFUND	\$ (228.00)
SLADEK CONFERENCE SERV	02/24/2023	T. FISCHER EDUCATOR CONF. REGISTRATION REFUND	\$ (228.00)
STARLINK INTERNET	02/24/2023	PO#67861 ETHERNET ADAPTER FOR I.T.	\$ 25.00
STARLINK INTERNET	02/17/2023	PO#67840 STARLINK SERVICE	\$ 500.00
THE BISCUIT BAR - BOAR	02/13/2023	GMR CAD VISIT BREAKFAST	\$ 48.56
THE HOME DEPOT #0508	02/13/2023	FLEET INCIDENT 175231 TOP SOIL FOR RUTS	\$ 35.64
THE HOME DEPOT #0508	02/27/2023	STATION 20 WASHING MACHINE REPAIR	\$ 77.33
THE HOME DEPOT #0508	02/24/2023	STATION 32 SALT/ PH DESK LOCK	\$ 97.62
THE HOME DEPOT #0508	02/09/2023	STATION 32 SALT FOR WATER SYSTEM	\$ 97.98
THE HOME DEPOT #6819	02/23/2023	STATION 43 PIPE FOR GAS REPAIR CUT OFF VALVE FOR BACKF	\$ 82.34
THE HOME DEPOT #6819	02/09/2023	DRAIN PART FOR STATION 27 SINK REPAIR	\$ 25.58
TIFF'S TREATS	02/17/2023	TIFFS TREATS SAVE REUNION - LYNDA SUE RABON	\$ 72.59
TRACTOR-SUPPLY-CO #048	02/07/2023	BUG KILLER AND WEED KILLER	\$ 145.97
TST* RUDY'S COUNTRY ST	02/22/2023	WORKING LUNCH WHEN PICKING UP SHOP 48 AND OLD CHASS	\$ 69.12
TX.GOV*SERVICEFEE-DIR	02/15/2023	REGISTRATION OF SHOPS 604, 620, 631, 67, 10, 42, 43.	\$ 14.00
UNITED AIRLINES	03/02/2023	UNITED - C. HON - CAD CONF. FLIGHT APRIL	\$ 461.55
UNITED AIRLINES	03/02/2023	UNITED - M. WELLS- CAD CONF. FLIGHT APRIL	\$ 461.55
UNITED AIRLINES	03/02/2023	UNITED - J. CAMPBELL - CAD CONF. FLIGHT APRIL	\$ 461.55
UNITED AIRLINES	03/03/2023	J. CAMPBELL CAD CONF FLIGHT ADJUTMENT	\$ (24.75)
UNITED AIRLINES	03/02/2023	UNITED - S. TRAINOR - CAD CONF. FLIGHT APRIL	\$ 461.55
UNIVERSAL NAT GAS PYMT	02/20/2023	Utilities	\$ 77.26
UNT COMMERCE MANAGER	02/16/2023	PFIA TRAINING CHRIS GRICE 05/11/2023-05/12/2023	\$ 240.00
UNT COMMERCE MANAGER	02/13/2023	PFIA TRAINING RANDY JOHNSON 07/10/2023-07/11/2023	\$ 240.00
UPS*BILLING CENTER	02/14/2023	Utilities	\$ 420.56
WALGREENS #12165	02/14/2023	POTENTIAL LICE EXPOSURE THAT OCCURRED WHILE EMPLOYI	\$ 59.98
WALMART.COM	02/27/2023	PO#67872 WAREHOUSE RESTOCK ORDER	\$ 408.61
WALMART.COM	02/27/2023	PO#67872 REFUND FOR IORN BOARDING, PER VENDOR ITEM W	\$ (26.72)
YM CAREERS	02/09/2023	PO#67713 JOB POSTING DIVISION CHIEF-CLINICAL	\$ 599.00
AMZN MKTP US*HD7E188L2	03/02/2023	PO#67879 BIKE TEAM CYCLING SHOES	\$ 77.94
AMZN MKTP US*HD97K1G10	02/27/2023	PO#67879 CYCLING SHOES FOR BIKE TEAM	\$ 324.75
TEXAS PUBLIC HEALTH	02/27/2023	TPHA EDUCATION CONFERENCE 5/21/2023-5/24/2023 MEGHNA E	\$ 325.00
DELTA	02/16/2023	FLIGHT: JAMIE CHALINE 04/23/2023 - 04/27/2023	\$ 477.80
NACCHO	02/13/2023	PREPAREDNESS SUMMIT JAMIE CHALINE 04/24/2023-04/27/2023	\$ 660.00
DELTA	02/16/2023	FLIGHT RENE LEAL 04/23/2023-04/27/2023	\$ 447.80
OFFICE DEPOT #1127	02/16/2023	67759	\$ 105.54
AMZN MKTP US*HD7G16361	02/28/2023	PO#67893 PUBLIC HEALTH OFFICE SUPPLIES	\$ 25.18
AMZN MKTP US*HD1V79KM0	02/28/2023	PO#67893 PUBLIC HEALTH OFFICE SUPPLIES	\$ 31.26
<b>TOTAL</b>			<b>\$ 52,839.59</b>

**Montgomery County Hospital District**  
**Bank Register - Operating Acct-WF**  
**Patient Refunds - One Time Checks (03/01/2023-03/31/2023)**

<b>Payment number</b>	<b>Payment type</b>	<b>Invoice date</b>	<b>Invoice number</b>	<b>Vendor name</b>	<b>Invoice amount</b>	<b>Cleared?</b>	<b>Post date</b>
114743	Computer Check	2/27/2023	23-1770	AETNA (POB 14079)	\$229.67	TRUE	3/1/2023
114931	Computer Check	3/20/2023	22-49895	AETNA (POB 14079)	\$450.55	FALSE	3/22/2023
114744	Computer Check	2/27/2023	22-30916A	AMERIGROUP (POB 933657)	\$234.94	TRUE	3/1/2023
114745	Computer Check	2/27/2023	21-16814	AMERIGROUP (POB 933657)	\$436.28	TRUE	3/1/2023
114746	Computer Check	2/27/2023	21-51417	AMERIGROUP (POB 933657)	\$520.21	TRUE	3/1/2023
114747	Computer Check	2/27/2023	20-61850	AMERIGROUP (POB 933657)	\$455.76	FALSE	3/1/2023
114748	Computer Check	2/27/2023	21-35887	AMERIGROUP (POB 933657)	\$581.25	TRUE	3/1/2023
114749	Computer Check	2/27/2023	21-19027	AMERIGROUP (POB 933657)	\$436.28	TRUE	3/1/2023
114805	Computer Check	3/6/2023	22-25125	CIGNA (POB 188012)	\$525.00	TRUE	3/8/2023
114806	Computer Check	3/6/2023	22-43288	CIGNA (POB 188012)	\$676.08	TRUE	3/8/2023
114807	Computer Check	3/6/2023	22-39723	CIGNA (POB 188012)	\$587.72	TRUE	3/8/2023
114934	Computer Check	3/20/2023	22-36948	CIGNA (POB 188012)	\$251.90	FALSE	3/22/2023
114809	Computer Check	3/6/2023	21-52535	HUMANA HEALTH CARE PLANS (POB 931655)	\$220.88	TRUE	3/8/2023
114810	Computer Check	3/6/2023	22-10878	HUMANA HEALTH CARE PLANS (POB 931655)	\$562.78	TRUE	3/8/2023
114811	Computer Check	3/6/2023	22-11727	HUMANA HEALTH CARE PLANS (POB 931655)	\$500.22	TRUE	3/8/2023
114940	Computer Check	3/20/2023	22-11556	HUMANA HEALTH CARE PLANS (POB 931655)	\$394.14	TRUE	3/22/2023
114941	Computer Check	3/20/2023	22-11603	HUMANA HEALTH CARE PLANS (POB 931655)	\$344.11	FALSE	3/22/2023
114942	Computer Check	3/20/2023	22-11890	HUMANA HEALTH CARE PLANS (POB 931655)	\$287.17	TRUE	3/22/2023
114943	Computer Check	3/20/2023	22-46677	HUMANA HEALTH CARE PLANS (POB 931655)	\$305.05	TRUE	3/22/2023
114944	Computer Check	3/20/2023	22-26196	HUMANA HEALTH CARE PLANS (POB 931655)	\$135.86	TRUE	3/22/2023
114896	Computer Check	3/13/2023	22-39802	MOLINA HEALTHCARE OF TX (POB 650823)	\$346.64	FALSE	3/15/2023
114946	Computer Check	3/20/2023	22-51102	MUTUAL OF OMAHA	\$91.66	TRUE	3/22/2023
114813	Computer Check	3/6/2023	22-16306	NOVITAS SOLUTIONS (POB 3106)	\$367.60	TRUE	3/8/2023
114814	Computer Check	3/6/2023	22-45929	NOVITAS SOLUTIONS (POB 3106)	\$203.85	TRUE	3/8/2023
114815	Computer Check	3/6/2023	22-25881	NOVITAS SOLUTIONS (POB 3106)	\$624.04	TRUE	3/8/2023
114757	Computer Check	2/27/2023	22-29464B	NOVITAS SOLUTIONS (POB 3106)	\$593.86	TRUE	3/1/2023
115024	Computer Check	3/27/2023	22-5167	SMITH & HASSLER IOLTA TRUST ACCOUNT	\$1,123.96	FALSE	3/29/2023
115026	Computer Check	3/27/2023	22-38650	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$50.00	FALSE	3/29/2023
115027	Computer Check	3/27/2023	22-37038	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$50.00	FALSE	3/29/2023
115028	Computer Check	3/27/2023	22-40230	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$111.75	FALSE	3/29/2023
115029	Computer Check	3/27/2023	22-40245	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$81.55	FALSE	3/29/2023
115030	Computer Check	3/27/2023	22-40074	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$96.03	FALSE	3/29/2023
114821	Computer Check	3/6/2023	22-28231	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$94.92	TRUE	3/8/2023
114822	Computer Check	3/6/2023	22-35425	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$115.76	TRUE	3/8/2023
114823	Computer Check	3/6/2023	22-25448	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$118.17	TRUE	3/8/2023
114824	Computer Check	3/6/2023	22-26329	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$137.54	TRUE	3/8/2023
114825	Computer Check	3/6/2023	22-34586	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$895.91	TRUE	3/8/2023
114826	Computer Check	3/6/2023	22-27023	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$91.70	TRUE	3/8/2023
114827	Computer Check	3/6/2023	21-47333	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$144.30	TRUE	3/8/2023

**Montgomery County Hospital District**  
**Bank Register - Operating Acct-WF**  
**Patient Refunds - One Time Checks (03/01/2023-03/31/2023)**

<b>Payment number</b>	<b>Payment type</b>	<b>Invoice date</b>	<b>Invoice number</b>	<b>Vendor name</b>	<b>Invoice amount</b>	<b>Cleared?</b>	<b>Post date</b>
114909	Computer Check	3/13/2023	22-34091	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$16.63	TRUE	3/15/2023
114910	Computer Check	3/13/2023	22-32124	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$50.00	TRUE	3/15/2023
114911	Computer Check	3/13/2023	22-31528	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$203.00	TRUE	3/15/2023
114952	Computer Check	3/20/2023	22-30119	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$108.70	TRUE	3/22/2023
114953	Computer Check	3/20/2023	22-36119	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$93.30	TRUE	3/22/2023
114954	Computer Check	3/20/2023	22-35875	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$97.47	TRUE	3/22/2023
114955	Computer Check	3/20/2023	22-29869	TEXAS MEDICAID & HEALTHCARE PARTNERSHIP	\$117.85	TRUE	3/22/2023
114915	Computer Check	3/13/2023	22-45059	UNITED HEALTHCARE (POB 101760)	\$30.68	TRUE	3/15/2023
114832	Computer Check	3/6/2023	22-47924	UNITED HEALTHCARE (POB 101760)	\$430.23	TRUE	3/8/2023
114833	Computer Check	3/6/2023	22-35214	UNITED HEALTHCARE (POB 101760)	\$271.02	TRUE	3/8/2023
114834	Computer Check	3/6/2023	22-29389	UNITED HEALTHCARE (POB 740819)	\$101.32	TRUE	3/8/2023
TOTAL					\$14,995.29		

Agenda Item # 25

Montgomery County Hospital District  
 Budget Amendment - Fiscal Year Ending September 30, 2023  
 Supplement to the Amendment Presented to the Board on April 25, 2023

Account	Description	Total	Notes	Impact
<b>Community Paramedicine Billable Encounters to 1115 Waiver</b>				
10-039-43750	Paramedicine Revenue - 1115 Waiver - CP	(660,000.00)	CP Billable Encounters to 1115 waiver Discontinued 10/01/2022	Decrease revenue
<b>Total Community Paramedicine Billable Encounters to 1115 Waiver</b>		<u>(660,000.00)</u>		
<b>Part-Time Assistant Medical Director</b>				
10-009-51100	Regular Pay - Clinical Services	72,150.00	Part-time employment effective 4/9/23 (BOD approved 2/28/23)	Increase expense
10-009-51400	Stipend Pay - Clinical Services	9,102.00	Part-time employment effective 4/9/23 (BOD approved 2/28/23)	Increase expense
10-009-51500	Payroll Taxes - Clinical Services	6,012.00	Part-time employment effective 4/9/23 (BOD approved 2/28/23)	Increase expense
10-009-51650	TCDRS Plan - Clinical Services	7,716.00	Part-time employment effective 4/9/23 (BOD approved 2/28/23)	Increase expense
10-009-52600	Books & Materials - Clinical Services	(9,000.00)	Reclassification of expense; account over-budgeted	Decrease expense
10-009-57100	Professional Fees - Clinical Services	(85,980.00)	Reclassification of expense; amending remaining MD2 budget	Decrease expense
<b>Total Part-Time Assistant Medical Director</b>		<u>0.00</u>		
<b>Billing Representative I</b>				
10-004-57100	Professional Fees - Radio	(19,064.00)	Reclassification of expense; Dailey Wells consultant under budget	Decrease expense
10-011-51100	Regular Pay - Billing	14,454.00	Additional position effective 5/1/23 (BOD approved 2/28/23)	Increase expense
10-011-51200	Overtime Pay - Billing	113.00	Additional position effective 5/1/23 (BOD approved 2/28/23)	Increase expense
10-011-51300	Paid Time Off - Billing	1,742.00	Additional position effective 5/1/23 (BOD approved 2/28/23)	Increase expense
10-011-51500	Payroll Taxes - Billing	1,205.00	Additional position effective 5/1/23 (BOD approved 2/28/23)	Increase expense
10-011-51650	TCDRS Plan - Billing	1,550.00	Additional position effective 5/1/23 (BOD approved 2/28/23)	Increase expense
<b>Total Billing Representative I</b>		<u>0.00</u>		
Total Revenue		<u>(660,000.00)</u>	Decrease in Revenue	
Total Expense		<u>0.00</u>	Increase in Expense	
Increase / (Decrease) Net Revenue over Expenses		(660,000.00)		
FY 2023 Budgeted Net Revenue over Expenses		(5,563,671.00)		
FY 2023 Amended Budgeted Net Revenue over Expenses		<u>(6,223,671.00)</u>		

MCHD Surplus/Salvage  
April 2023

Qty	Serial Number	MCHD Tag	Product Description	S/S	Reason	Submitter	HRS/Miles
1 each	12431	7166	EZ IO Power Driver	SALVAGE	END OF LIFE	Diane Sandel	
1 each	59957	8525	EZ IO Power Driver	SALVAGE	END OF LIFE	Diane Sandel	
1 each	J91282	NCA21078	EZ IO Power Driver	SALVAGE	END OF LIFE	Diane Sandel	
	CBD98B0003	1	ROTARY 15K LB LIFT MODEL SP012LC	SURPLUS	LIFT CAPACITY UNDER SPEC	HOWARD	
1	3C7WRSBL8FG586232	Shop 40	2015 Dodge 3500	SURPLUS	End of Life	Howard	17,397 hrs/299,996 miles
	1GNEC030X9R262276	Shop 604	2009 Tahoe	SURPLUS	End of Life	HOWARD	1,286/159,591

# AGENDA ITEM # 26

Board Mtg.: 04/25/2023

## Montgomery County Hospital District

### Proceeds from Sale of Assets

01/01/2020 - 03/31/2023

Account Name	Shop No.	Description	Mileage	Engine Hrs	Sale Date	Sale of Surplus
Vehicles		Frazer Box E-1597/X-819		N/A	05/28/20	1,000.00
Vehicles		Frazer Box E-1755/X-802		N/A	06/02/20	1,000.00
Vehicles		Frazer Box E-1075/X-794		N/A	06/02/20	1,000.00
Vehicles		Frazer Box E-1076/X-491		N/A	06/02/20	1,000.00
Vehicles		Frazer Box E-1706/X-836		N/A	06/02/20	1,000.00
Vehicles		Frazer Box E-1074/X-416/X-828		N/A	06/02/20	1,000.00
Vehicles	28	2012 Dodge Ram 3500	217,597	9,703	06/03/20	7,265.00
Vehicles	332	2002 Ford E250 Van Econoline	210,919	N/A	06/24/20	2,020.00
Vehicles	33	2012 Dodge Ram 3500	209,981	11,896	07/22/20	7,195.00
Vehicles	35	2015 Dodge Ram 3500	215,076	9,487	09/30/20	11,470.00
Vehicles	32	2012 Dodge Ram 3500	212,065	10,504	09/30/20	9,970.00
Vehicles	15	2012 Dodge Ram 3500	213,159	12,991	10/07/20	9,045.00
Vehicles	38	2012 Dodge Ram 3500	208,436	11,666	10/21/20	10,265.00
Vehicles	630	2010 Dodge Ram 2500	199,754	7,182	02/06/21	9,460.00
Vehicles	333	2008 Chevy G2500 Van	178,259	N/A	05/05/21	10,105.00
Vehicles	633	2003 Ford F350	321,100	N/A	06/30/21	7,480.00
Vehicles	622	2015 Chevy Tahoe LS	192,793	10,531	12/08/21	13,570.00
Vehicles	623	2015 Chevy Tahoe LS	210,442	8,786	12/08/21	12,040.00
Vehicles	600	1999 GMC 2500	116,424	N/A	03/09/22	4,670.00
Vehicles	65	2008 Chevy Uplander	138,694	N/A	06/15/22	2,560.00
Vehicles	66	2008 Chevy Uplander	133,455	N/A	06/22/22	4,020.00
Vehicles	601	2016 Chevy Tahoe	197,990	5,443	07/13/22	15,345.00
Vehicles	618	2017 Chevy Tahoe	142,767	7,576	07/13/22	14,945.00
Vehicles	621	2017 Chevy Tahoe	86,869	3,716	08/10/22	18,955.00
Vehicles	605	2016 Chevy Tahoe	41,417	1,545	08/10/22	19,170.00
Vehicles	37	2014 Dodge Ram 3500	284,218	16,564	01/04/23	11,920.00
Vehicles	23	2014 Dodge Ram 3500	270,734	15,416	03/22/23	8,720.00
<b>Vehicles Total</b>						<b>216,190.00</b>
<b>Total Proceeds</b>						<b>216,190.00</b>



**MINUTES OF A REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
MONTGOMERY COUNTY HOSPITAL DISTRICT**

The regular meeting of the Board of Directors of Montgomery County Hospital District was duly convened at 4:00 p.m., March 28, 2023 in the Administrative offices of the Montgomery County Hospital District, 1400 South Loop 336 West, Conroe, Montgomery County, Texas.

**1. Call to Order**

Meeting called to order at 4:00 p.m.

**2. Invocation**

Led by Mr. Grice

**3. Pledge of Allegiance**

Led by Mr. Thor

**4. Roll Call**

**Present:**

Brad Spratt  
Brent Thor  
Sandy Wagner  
Georgette Whatley  
Chris Grice  
Charles Shirley  
Robert Hudson

**5. Public Comment**

No one made a comment from the public.

**6. Special Recognition**

**Field** – Spencer Hall

**Non-Field** – Elvia Mejias

**MCHD Service Awards – Ten Years** - Alberto Chavez

**MCHD Service Awards – Twenty Years** - Valarie Castillo

**7. Discuss and take action as necessary on the proposed management of MCPHD. (Ms. Whatley, Chairperson – MCHD Board)**

Ms. Whatley agenda item 7.

Mr. Brent Thor made a motion to move forward with termination of management of MCPHD on September 30, 2023. Mr. Grice offered a second. After board discussion Mr. Thor rescinded his original motion.

Mr. Thor made a motion for administration to set up within the first couple of weeks of April a joint meeting with the MCHD board, Public Health District board and County Commissioners to discuss the audit and management of the Public Health District moving forward. Mr. Grice offered a second and motion passed unanimously.

**8. Present, consider and act on the Weaver and Tidwell, L.L.P. Audit of Fiscal Year Ended September 30, 2022. (Mr. Grice, Treasurer – MCHD Board)**

Mr. Greg Peterson, Partner with Weaver and Tidwell, L.L.P. made a presentation to the board on the audit of fiscal year budget ended September 30, 2022.

Mr. Grice made a motion to consider and act on the Weaver and Tidwell, L.L.P. Audit of Fiscal Year Ended September 30, 2022. Mr. Spratt offered a second and motion passed unanimously.

**9. Present, consider and act on the renewal of the District insurance portfolio. (Mr. Grice, Treasurer – MCHD Board)**

Mr. Robert Waggoner with McGriff presented the renewal of the District insurance portfolio to the board.

Mr. Grice made a motion to consider and act on the renewal of the District insurance portfolio. Mr. Hudson offered a second and motion passed unanimously.

*“Ms. Whatley requested we move back to agenda item no. 7 for discussion at Mr. Thor’s request.”*

**10. Monthly Reports:**

- a. **CEO Report to include update on District operations, strategic plan, capital purchases, employee issues and benefits, transition plans and other healthcare matters, grants and any other related district matters.**
- b. **Chief of EMS Report to include updates on EMS staffing, performance measures, staff activities, patient concerns, transport destinations, emergency preparedness.**
- c. **COO Report to include updates on facilities, radio system, supply chain, staff activities, community paramedicine, and IT.**
- d. **Health Care Services Report to include regulatory update, outreach, eligibility, service, utilization, community education and clinical services.**
- e. **CFO report of preliminary financials for five months month ended February 28, 2023, and report updates on financial statements, investment, EMS Billing and Fleet department.**

Mr. Randy Johnson gave the board an executive overview of all monthly reports.

**11. Consider and act on Proclamation in support of Public Safety Telecommunications Week, April 9-15, 2023. (Mr. Hudson, Chair – EMS Committee)**

Mr. T.J. Darst, Alarm Manager read the Proclamation in support of Public Safety Telecommunications Week, April 9-15, 2023.

Mr. Hudson made a motion to consider and act on Proclamation in support of the Public Safety Telecommunications Week, April 9-15, 2023. Mr. Spratt offered a second and motion passed unanimously.

**12. Consider and act on Stryker one year ProCare Warranty Renewal. (Mr. Spratt, Chair – PADCOM Committee)**

Mr. Spratt made a motion to consider and act on Stryker one year ProCare Warranty Renewal.  
Mr. Thor offered a second and motion passed unanimously.

**13. Consider and act on first of two (2) one-year extensions to the Depository Services Agreement with Woodforest National Bank. (Mr. Grice, Treasurer – MCHD Board)**

Mr. Grice made a motion to consider and act on first of two (2) one-year extensions to the Depository Services Agreement with Woodforest National Bank. Mr. Thor offered a second and motion passed unanimously.

**14. Consider and act on a consent Agenda (One Motion with modifications is applicable, approves for action, all items contained within the consent agenda) (Ms. Whatley, Chairperson – MCHD Board)**

- a. **Consider and act on Healthcare Assistance Program claims from Non-Medicaid 1115 Waiver providers. (Mrs. Wagner, Chair-Indigent Care Committee)**
- b. **Consider and act on ratification of voluntary contributions for uncompensated care to the Medicaid 1115 Waiver program of Healthcare Assistance Program claims. (Mrs. Wagner, Chair – Indigent Care Committee)**
- c. **Consider and act on ratification of payment of District invoices. (Mr. Grice, Treasurer – MCHD Board)**
- d. **Consider and act on salvage and surplus. (Mr. Grice, Treasurer – MCHD Board)**
- e. **Secretary’s Report – February 28, 2023 MCHD Regular BOD meeting. (Mrs. Wagner, Secretary – MCHD Board)**

Mr. Thor made a motion to approve a consent agenda going forward. Mr. Grice offered a second. After board discussion motion failed by a vote of four opposed (Mr. Spratt, Mrs. Wagner, Mr. Shirley and Mr. Hudson) to three for (Mr. Thor, Ms. Whatley and Mr. Grice)

**14a. Consider and act on Healthcare Assistance Program claims from Non-Medicaid 1115 Waiver providers. (Mrs. Wagner, Chair-Indigent Care Committee.)**

Mrs. Wagner made a motion to consider and act on Healthcare Assistance Program claims from Non-Medicaid 1115 Waiver providers. Mr. Spratt offered a second and motion passed unanimously.

**14b. Consider and act on ratification of voluntary contributions for uncompensated care to the Medicaid 1115 Waiver program of Healthcare Assistance Program claims. (Mrs. Wagner, Chair – Indigent Care Committee)**

Mrs. Wagner made a motion to consider and act on ratification of voluntary contributions for uncompensated care to the Medicaid 1115 Waiver program of Healthcare Assistance Program claims. Mr. Spratt offered a second and motion passed unanimously.

**14c. Consider and act on ratification of payment of District invoices. (Mr. Grice, Treasurer – MCHD Board)**

Mr. Grice made a motion to consider and act on ratification of District invoices. Mr. Thor offered a second and motion passed unanimously.

**14d. Consider and act on salvage and surplus. (Mr. Grice, Treasurer – MCHD Board)**

Mr. Grice made a motion to consider and act on salvage and surplus. Mr. Thor offered a second and motion passed unanimously.

**14e. Secretary’s Report – February 28, 2023 MCHD Regular BOD meeting. (Mrs. Wagner, Secretary – MCHD Board)**

Mrs. Wagner made a motion to approve February 28, 2023 MCHD Regular BOD meeting. Mr. Spratt offered a second and motion passed. Mr. Brent Thor abstained from vote.

**15. Convene into executive session pursuant to the Texas Open Meetings Act to deliberate in closed session on the following matters authorized under the Texas Open Meetings Act:**

- **To discuss and take action if needed on real estate under Section 551.072 of the Texas Government Code. (Ms. Whatley, Chairperson – MCHD Board)**
- **To confer with legal counsel for the District concerning present and potential litigation and other confidential legal matters including the management of the Montgomery County Public Health District under Section 551.071 of the Texas Government Code. (Ms. Whatley, Chairperson – MCHD Board)**
- **To discuss and take action if needed on personnel issues on Dr. Casey Patrick under Section 551.074 of the Texas Government Code. (Ms. Whatley, Chairperson – MCHD Board)**

Ms. Whatley made a motion to convene into executive session at 4:46 p.m. pursuant to the Texas Open Meetings Act to deliberate in closed session on the following matters authorized under the Texas Open Meetings Act:

- To discuss and take action if needed on real estate under Section 551.072 of the Texas Government Code. (Ms. Whatley, Chairperson – MCHD Board)
- To confer with legal counsel for the District concerning present and potential litigation and other confidential legal matters including the management of the Montgomery County Public Health District under Section 551.071 of the Texas Government Code. (Ms. Whatley, Chairperson – MCHD Board)
- To discuss and take action if needed on personnel issues under Section 551.074 of the Texas Government Code to discuss and act on employee adjustments. (Ms. Whatley, Chairperson – MCHD Board)

**16. Reconvene into open session and take action, if necessary, on matters discussed in closed executive session. (Mr. Grice, Chairman – MCHD Board)**

Ms. Whatley reconvened the board back into open session at 5:29 p.m.

Mr. Thor made a motion to approve a 3% pay increase for employees effective April 23rd along with an adjustment of the payscale as discussed in executive session. Mr. Spratt offered a second and motion passed unanimously.

**17. Adjourn.**

The board adjourned at 5:30 p.m.

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Sandy Wagner, Secretary

**MINUTES OF A SPECIAL MEETING  
OF THE BOARD OF DIRECTORS  
MONTGOMERY COUNTY HOSPITAL DISTRICT**

The special meeting of the Board of Directors of Montgomery County Hospital District was duly convened at 9:45 a.m., April 11, 2023, in the Administrative offices of the Montgomery County Hospital District, 1400 South Loop 336 West, Conroe, Montgomery County, Texas

**1. Call to Order**

Meeting called to order at 9:45 a.m.

**2. Roll Call**

**Present**

Robert Hudson  
Chris Grice  
Brent Thor  
Charles Shirley  
Sandy Wagner

**Not Present**

Georgette Whatley  
Brad Spratt

**3. Discuss and take action on approving a Special BOD meeting to discuss Public Health management issues.**

Mr. Grice made a motion to meet at the beginning of the MCHD's April 25<sup>th</sup> board meeting with County Judge to discuss Public Health management issues. Mr. Shirley offered a second and motion passed unanimously.

**4. Adjourn**

Meeting adjourned at 9:46 a.m.

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Sandy Wagner, Secretary