

CONCHO COUNTY HOSPITAL DISTRICT MEETING MINUTES

**STATE OF TEXAS
COUNTY OF CONCHO**

Minutes of the Board of Directors meeting of the Concho County Hospital District held on Thursday, December 21, 2023 at 5:30 p.m. These minutes do not constitute a certified agenda from the meeting.

I. Welcome and Call to Order

The Concho County Hospital Board of Directors President Anita Aguilar welcomed the public to meeting on December 21, 2023 at 5:30p.m.

II. Roll Call and Attendance

Board Members attendees include:

Anita Aguilar, President
Donna Magill, Secretary
Elizabeth Eureste
James Rannefeld
Brandi Gloria
Brent Frazier, Vice President - Absent
Rosa Schreiber - Absent

Staff present included:

Melissa Wilson, CEO
Dr. Brett McFadden, Medical Director
Michelle Saucedo, Director of Nursing
Melanie Lozano, Finance Manager

Others Present: Mr. Antonio Aguilar (community member)
Mackenzie Hopkins

III. Open Forum for Public Comments (limited to 5 minutes each)

The Board of Director's will not make any comments or answer any questions. If you wish to discuss a particular item, please submit a written request to be placed on the agenda. Please give to our Human Resource individual Julieann Melvin by January 12, 2024.

Mr. Antonio Aguilar addressed the Concho County Hospital Board of Directors and Employees of Concho County Hospital. He praised the CEO, Melissa Wilson and staff of the Concho County Hospital.

IV. Approval of November 28, 2023 Minutes

Board President Anita Aguilar stated she would take full responsibility for the minutes of July 7, July 17, October 2 and October 11, 2023. She stated they will be on agenda of January 23, 2024 for approval. She stated, she appreciated everyone's patience. Motion was made by Donna Magill to approve the minutes of November 28, 2023. Seconded by Elizabeth Eureste. Motion carried 5-0.

V. **Business items**

A. Michelle Saucedo presented the monthly Performance/QA monitors report.

B. Melissa Wilson presented the Billing and Revenue Cycle Management report. She noted the following: Increased ED visits and inpatient admissions, potentially influenced by new leadership. Consistent observation numbers, with a slight decrease YTD. Rise in swing bed admissions, possibly due to strategic efforts by the new CEO. Overall departmental numbers are down; efforts to enhance cooperation underway. Payments at \$343K+ in November, \$1.12M+ YTD, with adjustments at \$349K+ in November, \$792K+ YTD. Adjustments are related to meaningful use, contractual discounts, and coding/documentation issues.

C. Melanie Lozano presented the Financial Statements and Account Payable report.

D. Review and Approval of Policies

There were no policies to review and approve.

E. **Staff Appointed:**

There were no staff appointments to approve,

F. **Dr. Selby Update:** CEO, Melissa Wilson asked the Board to remove item from agenda. A motion was made by Elizabeth Eureste to remove Dr. Selby's update from the agenda. Seconded by Donna Magill. Motion carried 5-0.

G. **SHIP COVID Mitigation Grant:** CEO, Melissa Wilson discussed the SHIP COVID mitigation grant. CCH was granted up to \$255,561, allocated for COVID mitigation and testing, fully reimbursable. Purchases and commitments are required by December 31, 2023, signing contracts to indicate the imminent expenditure of funds on selected items and projects. See attachment A. A motion was made by Elizabeth Eureste to approve the SHIP COVID mitigation grant list. Seconded by James Rannefeld. Motion carried 5-0.

H. **RHC Vaccine Grant:** CEO Melissa Wilson discussed the RHC Vaccine grant. We are applying for the RHC Vaccine Grant, allowing dollar-for-dollar reimbursement for vaccine-related expenses, with a cap of \$300K by June's end. Proposed is an initial list of items and projects for consideration. See attachment A. A motion was made by Elizabeth Eureste to approve the RHC Vaccine grant. Seconded by Donna Magill. Motion carried 5-0.

I. **Ultrasound Services Agreement:** CEO, Melissa Wilson discussed the Ultrasound Service agreement. Initially considered buying a portable ultrasound with the SHIP COVID grant, but now proposing a contract with a company serving the prison weekly. They provide the machine and technician for a fee per procedure, allowing us to bill for profit. Pre-authorizations are required. Mackenzie Hopkins answered a few board questions. See attachment A. A motion was made by Donna Magill to approve the Ultrasound Services agreement. Seconded by Brandi Gloria. Motion carried 5-0.

J. **Hospital Owned House update:** Board President, Anita Aguilar stated the hospital owned house was vacant as of this date. She stated the hospital residence is usually part of the contract

doctor's package. She stated, since we don't have a permanent physician under contract, she recommended the house be rented to CEO, Melissa Wilson for \$1000.00 monthly plus utilities. Motion was made by Elizabeth Eureste. Seconded by James Rannefeld. Motion carried 5-0.

VI. **Chief Executive Officer's report:**

A. Dr. McFadden, a physician executive, now fulfills many roles at the clinic, including Medical Director of the health system. In his oversight capacity, he collaborates with ED providers, manages the Hospitalist program, and addresses gaps in care until a family medicine physician is recruited.

B. A family medicine physician is scheduled to visit in mid-January for the rural health clinic position. Standard physician recruiting practices, including facility tours and negotiations, are underway. If accepted, the earliest start date would be mid-April, allowing time for credentialing and completion of payor processes.

C. Our weekly newsletter has resumed distribution, reaching both Facebook and prescription attachments.

D. Website updates are in progress to improve accuracy, appearance, and user experience, ensuring responsible cost management.

E. Lift stations were delivered ahead of schedule, and the next steps involve installation, city approvals, and coordination with AEP for the three-phase process. We are compliant with new regulations, saving costs, and ensuring safety with licensed contractors and insurance coverage.

VII. **Meeting Adjourned**

Motion made by James Rannefeld

Seconded by Elizabeth Eureste

Motion carried 5-0.

Meeting adjourned at 6:40 p.m. Next Board Meeting on January 23, 2024 at 5:30p.m.

Anta Aguilar
Concho County Hospital Board President

1-23-2024
Date

SHIP COVID Testing & Mitigation Grant 2023

What is it?	A grant we received approval to provide reimbursement for qualified COVID testing and mitigation supplies, equipment, and services, to include minor alteration/renovation activities
How does it work?	We get reimbursed dollar for dollar on what we spend for COVID mitigation. Funds must be committed by December 30.

Kitchen remodel:	\$233,700	Includes, but may not be limited to: Architect expenses, asbestos report for specified areas, asbestos abatement as applicable, demo, supplies/equipment/etc, and clean-up, plus catering 3 meals/day, appropriate patient snacks, 7 days/week, for 6-8 weeks; reno includes new cabinets with concealed hinges, stainless countertops, ceiling/lights, backsplash & wainscot, flooring with water impervious epoxy grout, new dishwasher
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Activities room:	\$4,000	Includes, but may not be limited to: Architect expenses, seamless flooring, and 5"-6" baseboard
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TeleMed project:	\$17,861	Includes Integrus project fees, meeting headsets, telehealth computer equipment with appropriate carts
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Total:	\$255,561
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attachment: A

RHC Vaccine Grant

	A grant we will receive approval to provide reimbursement for qualified vaccine related supplies, equipment, and services, to include generalized education and outreach. May not include the actual vaccines or syringes.
What is it?	
How does it work?	We get reimbursed dollar for dollar on what we spend for clinic vaccine-related activities, plus outreach and health education. Funds must be spent by June 30, 2024.

Laptop COW Project:	\$10,100	Includes Integris project fees, computer equipment, and appropriate carts
Healthfair 1:	\$16,000	Includes, but not limited to: Personnel time (non-RHC staff), appropriate food/drinks, branding materials, education and outreach materials, etc.
Medical tent:	\$1,300	For healthfairs
Generator:	\$1,600	For healthfair tent and equipment
UPSs:	\$640	For computer power supply
Tables and chairs:	\$215	For external promoting and healthfairs
Hotspot:	\$500	For wifi for all applicable equipment
Healthfair 2:	\$16,000	Includes, but not limited to: Personnel time (non-RHC staff), appropriate food/drinks, branding materials, education and outreach materials, etc.
Portable vaccine storage unit (Ice Chest) plus data loggers	\$1,200	For appropriate transportation of vaccines to healthfairs
Medical grade refrigerator	\$3,000	For vaccines
Medical grade freezer:	\$1,600	For vaccines
Digital Data Loggers	\$1,200	For vaccination refrigerator and freezer
Easels	\$330	For outreach and education
Clinic signage	\$1,200	For highlighting vaccine availability

Walkie-Talkies	\$600	For communications at healthfairs
Partition screens	\$600	For patient privacy during healthfairs or vaccination clinics
Clinic signage	\$1,200	For highlighting vaccine availability
Translator	\$600	For additional languages
Stethoscopes	\$440	For healthfairs and other outreach screening
Biohazard bins	\$215	For healthfairs and other outreach screening
iPads	\$2,400	For healthfairs and other outreach screening
iPad styluses	\$260	For healthfairs and other outreach screening
Filing cabinet	\$800	Record keeping
Display case	\$200	For displaying public information
GE Careescape Monitor	\$15,000	Portable vital sign monitors
Sharps containers	\$130	For vaccinations
Laminator	\$1,005	For laminating vaccine cards and other outreach and educational materials
Laminator supplies	\$80	Supplies for laminating appropriately
Hole punch	\$400	For paperwork
Label makers	\$300	For proper labeling
Exam table plus accessories	\$9,150	For 3 additional rooms
Portable dry erase board	\$870	For outreach and education
Small billboard	\$3,000	\$500 x 6 months

Total:	\$92,135
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— 350,000.00



ULTRASOUND SERVICES AGREEMENT

This Agreement is made this ____ day of August, 2023 by and between **Screening For Life, LLC**, hereinafter called "**S4L**" and **Concho County Hospital**, hereinafter called "**CCH**".

Now therefore, in consideration of the mutual agreements and covenants contained herein, it is agreed by the parties as follows:

1. **TIME OF SERVICE:** S4L shall provide Ultrasound services as specified in this Agreement, on a schedule as specified in Schedule A.
2. **USAGE:** Upon the availability of the Equipment throughout the term hereof, CCH, consistent with sound professional medical judgement, shall use and utilize this equipment and personnel for patients, including but not limited to all CCH patients.
3. **EQUIPMENT:** S4L shall provide an Ultrasound System with Color Flow and Doppler, capable of performing all routine ultrasound procedures.
4. **TERM:** The term of this Agreement shall commence on the date of execution hereof and shall continue for twelve (12) months and automatically renew for a period of twelve (12) months unless sooner terminated in accordance with the provisions of this Agreement.
5. **EXAM ROOM REQUIREMENTS:**
 - a. **Electrical Power-** Standard Outlet, 120 Volt 60 Cycle AC Current, according to manufacturer's specifications.
 - b. **Communication-** Provide telephone usage and a phone jack (when necessary) permitting direct telephone communication between US system and OEM service.
 - c. **Connectivity-** Provide access to their PACS system via a dedicated CAT-5 cabling.
 - d. **Space-** CCH shall supply an appropriate room within the CCH that will be suitable for exams to be performed.
6. **MEDICAL DETERMINATION:** The physicians appointed to the medical staff of CCH shall determine the medical necessity for any services, and shall take all action necessary to properly prepare the patient including but not limited to:

- a. **Consent-** Obtaining the informed consent of such patients including the execution of any written consents required by CCH policies.
- b. **Referral Forms-** Completing a referral form which shall include written instructions specifying the precise scans ordered.

7. **S4L SERVICES:** S4L shall provide Ultrasound services under the terms, conditions and schedule as set forth in this Agreement.

8. **MAINTENANCE:** S4L shall provide for all routine maintenance, repairs, and parts for the systems. S4L shall be responsible for all repairs to the systems.

9. **INSURANCE:** S4L shall provide insurance in the amount of \$500,000.00 covering personal injury and property damage arising out of the operation of this Agreement. S4L shall also provide fire, accident, theft, and extended coverage insurance for the Equipment.

10. **PROFESSIONAL LIABILITY:** All S4L technologists will carry professional liability insurance in the amount of \$1,000,000/\$3,000,000 coverage.

11. **COMPLIANCE:** S4L shall comply with all laws and regulations within its knowledge in connections with the foregoing and in connection with the services and shall make available to the CCH all data or information necessary to comply with requirements of regulatory agencies. S4L shall use best efforts to protect patient confidentiality concerning Protected Health Information ("PHI").

12. **QUALITY ASSURANCE:** S4L and CCH will implement and administer an ongoing quality assurance program for Radiology Services provided at CCH. The program will include effective mechanisms for monitoring and evaluating the professional and technical components of the radiology services and will create performance standards to be followed. S4L will perform services in such a way that is compliant with CMS and any other regulatory body that might be party to our collective services. CCH understands and agrees that physician peer review data shall be kept in strict confidence; any disclosure of this data by CCH (or any party receiving such data from CCH) that is not made in accordance with the terms of the quality assurance program will be a breach of the Agreement.

13. **STAFFING:** S4L shall provide a sufficient number of technicians with the necessary training and expertise to meet the Radiology Service needs of CCH and the Medical Staff in providing patient care in accordance with the established policies of the Medical Staff and Hospital. Technician credentials must be current and provided to CCH. S4L technologists must adhere to follow the CCH contracted radiology group provider protocol which will be provided to S4L in writing.

14. **BILLING:** S4L shall, on the last day of each month, invoice CCH for services and/or

related charges performed at the CCH during the month. The CCH agrees to pay S4L for services performed at the rate shown in Schedule B attached hereto. Invoices are due and payable within thirty (30) days of date of invoice. Billing disputes should be submitted in writing to the addresses below within (10) days after the postmark date of the bill and be resolved by both parties within thirty (30) days after the receipt of the dispute.

15. ASSIGNMENT: This Agreement may be assigned by either party provided the assigning party provides written notice of the assignment to the other party at least thirty (30) days prior to the effective date of assignment.

16. TERMINATION: S4L and CCH shall have the right to terminate this Agreement with or without cause given a sixty (60) day notice upon written notification to the other party.

17. MEDICAL RECORDS: All medical records, including results from any US exam, shall belong to and shall be kept by CCH. S4L shall comply with all applicable laws and regulations in regard to patient confidentiality. All records shall be available for its inspection and copying upon reasonable notice to S4L or its authorized agents. All records concerning US scans of CCH shall be available for inspection and copying upon reasonable notice to CCH or its authorized agents.

18. ACCESS TO RECORDS: To the extent 42 U.S.C.S. 1395(V)(1)(I) is applicable to this Agreement, S4L shall, until the expiration of four (4) years after the date services are rendered pursuant to this Agreement, comply with requests by the Comptroller General of the United States, the Secretary of the Department of Health and Human Services and their duly authorized representatives for access to this Agreement and to S4L's books, documents and records necessary to verify the costs of the Agreement. If S4L and an organization related to S4L enter into a subcontract subject to U.S.C.S. 1395 (V) (1)(I), then such related organization shall until the expiration of four (4) years after the date services are rendered pursuant to the subcontract, comply with the requests by the Comptroller General of the United States, the Secretary of the Department of Health and Human Services and their duly authorized representatives, for access to such subcontract and to the related organization's books, documents and records necessary to verify the cost of the subcontract.

19. NON-SOLICITATION: The parties agree that during the term of this Agreement, and for a six (6) months expiration or termination of this Agreement, neither party, either alone or in association with others, shall solicit for employment or contract any person employed by the other party or its agent or representative. In the event that a party desires to employ or contract with an employee of the other party during the term of this Agreement or within the six (6) month period following termination or expiration of this Agreement, the hiring party agrees to immediately pay the other party a placement fee, in the sum of Five Thousand Dollars (\$5,000.00). The placement fee shall be the exclusive remedy for any and all claims or damages arising out of breach of this covenant. The placement fee will be due and payable on the first day of employment or contract with the individual by the hiring party. Nothing herein, shall preclude the hiring party from advertising available positions or opportunities through newspaper

ads or other generally accepted recruiting mediums, nor shall the hiring party be required to discriminate against legitimate job or contract applicants for its available positions or contracts.

20. AMENDMENT: This Agreement may only be amended by the written consent of all the parties to this Agreement.

21. ENTIRE AGREEMENT: This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein.

22. NOTICE: Any notice provided for herein shall be given by written statement personally delivered to or sent by United States Mail, Postage prepaid as follows:

Screening For Life, LLC
P.O. Box 2754
Abilene, TX 79604-2754

Concho County Hospital
614 Eaker Street
Concho, TX 76837

23. FORCE MAJEURE: S4L shall not be liable or responsible for any inconvenience, delay, damage or injury occasioned by Act of God, public enemy, injunction, civil disorder, strike, war, court order, requisition or order of governmental authority having jurisdiction.

24. VENUE: Both parties agree that any litigation concerning the relationship between the parties or this Agreement shall be brought exclusively in Taylor County, Texas. This Agreement shall be construed pursuant to the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have hereunto executed the same by the day and year first above written above.

Screening For Life, LLC

By: _____

Name: Michele R. Lee

Title: PRESIDENT

Date: _____

Concho County Hospital

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

SERVICE DAYS

Day(s) and hours of service to be jointly agreed upon between CCH and S4L.

Technologist will leave an exam log with the CCH upon each visit that will include patient name, DOB, DOS, CPT, exam description and ordering provider.

SCHEDULE B FEES

There is a minimum of 3 exams per visit. If less than 3 exams, a \$200 transportation fee will apply.

<u>CPT Code</u>	<u>Exam Description</u>	<u>Fees</u>
76536	Thyroid/Soft Tissue Neck	\$100
76604	Chest/Upper Back	\$100
76441	Breast (s) Complete	\$100
76442	Breast(s) Limited	\$100
76700	Abdomen Complete	\$100
76705	Abdomen Limited	\$100
76770	Renal	\$100
76775	Aorta	\$100
76776	Kidney, Transplant	\$100
76801	OB 1 st Trimester	\$100
76802	Each additional fetus	\$100
76805	OB 2 nd & 3 rd Trimester	\$100
76810	Each additional fetus	\$100
76811	Detailed fetal anatomy	\$100
76815	OB Limited	\$100
76816	OB Follow up	\$100
76817	Transvaginal, OB	\$100
76819	Biophysical Profile w/o NS	\$100
76830	Transvaginal, non-OB	\$100
76856	Pelvis	\$100
76857	Pelvis Limited	\$100
76870	Scrotum/Testes	\$100
76881	MSK Complete	\$100
76882	MSK Limited	\$100
93306	Echocardiogram, Adult Complete	\$300
93880	Carotids, Bilateral	\$150
93922	Ankle Brachial Index (ABI)	\$100
93925	LEAD Bilateral	\$150
93926	LEAD Unilateral	\$100
93930	UEAD Bilateral	\$150
93931	UEAD Unilateral	\$100
93970	LEVD Bilateral	\$150
93971	LEVD Unilateral	\$100
93975	Abd, Scrotal, Renal Doppler	\$150
93976	Abd, Scrotal, Renal Doppler Ltd	\$100

SCHEDULE C**SCHEDULING TIME INCREMENTS**

CPT Code	Exam Description	Minutes
76536	Thyroid/Soft Tissue Neck	15
76604	Chest/Upper Back	15
76700	Abdomen Complete	30
76705	Abdomen Limited	15
76770	Renal	15
76775	Aorta	15
76776	Kidney, Transplant	30
76801	OB 1 st Trimester	30
76802	Each additional fetus	5
76805	OB 2 nd & 3 rd Trimester	30
76810	Each additional fetus	5
76811	Detailed fetal anatomy	30
76815	OB Limited	30
76816	OB Follow up	30
76817	Transvaginal, OB	15
76819	Biophysical Profile w/o NS	30
76830	Transvaginal, non-OB	15
76856	Pelvis	15
76857	Pelvis Limited	15
76870	Scrotum/Testes	15
76881	MSK Complete	30
76882	MSK Limited	15
93306	Echocardiogram, Adult	30
93880	Carotids, Bilateral	30
93922	Ankle Brachial Index (ABI)	30
93925	LEAD Bilateral	30
93926	LEAD Unilateral	15
93930	UEAD Bilateral	30
93931	UEAD Unilateral	15
93970	LEVD Bilateral	30
93971	LEVD Unilateral	15
93975	Abd, Scrotal, Renal Doppler	15
93976	Abd, Scrotal, Renal Doppler Ltd	15

****note that some studies require more than one (1) CPT, so times should be combined
(i.e., Scrotum (76870 + 93976), Renal Artery (76770 + 93975))**