



COASTAL HEALTH & WELLNESS

GOVERNING BOARD

9850-A.106 Boardroom Emmett F. Lowry Expressway, Texas City

AGENDA

Thursday, June 25, 2020 – 12:00 PM

ON MARCH 16, 2020, GOVERNOR GREG ABBOTT TEMPORARILY SUSPENDED PART OF THE TEXAS OPEN MEETINGS ACT TO HELP MITIGATE THE SPREAD OF COVID-19. SPECIFICALLY, THIS AMENDMENT ALLOWS FOR LOCAL GOVERNMENTS TO CONVENE VIRTUALLY SO LONG AS MEMBERS OF THE PUBLIC ARE PROVIDED A MEANS BY WHICH THEY CAN HEAR AND PROVIDE COMMENT TO THE GOVERNING BODY.

The Coastal Health & Wellness Governing Board will convene for its regularly scheduled June meeting by utilizing Zoom, which will allow for Board members and the public alike to partake in and/or view the meeting either online or over the phone.

CONNECTING VIA INTERNET:

Access the URL: <https://us02web.zoom.us/j/477078265>

1. An automated prompt should appear on your screen; when it does, click “Open Zoom Meetings”
2. If you would prefer to use your computer for audio connection, please do the following:
 - a. When prompted, select “Join Audio”
 - b. Another popup box will appear, select the tab, “Computer Audio”
 - c. Now click the box stating, “Join with Computer Audio.” Your connection to the meeting will be automatically established upon doing so.
3. If you would prefer to utilize a phone for your audio connection, please do the following:
 - a. Mute your computer’s volume;
 - b. When prompted, select “Join Audio”
 - c. Another popup box will appear, select the tab, “Phone Call”
 - d. You will be presented with a Dial-In, Audio Code, and Participant ID. Call the Dial-In number from your phone and follow the subsequent voice prompts. Your connection to the meeting will be automatically established upon doing so.

CONNECTING VIA PHONE (AUDIO ONLY):

1. Dial 346-248-7799
2. You will be prompted to enter the Meeting ID, which is 477 078 265 #
3. Finally, you will be instructed to enter your Participant ID. When this occurs, merely select the pound (hashtag) key without entering any numbers. Your connection to the meeting will be automatically established upon doing so.

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERICK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE GOVERNING BOARD. ANY BOARD MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

REGULARLY SCHEDULED MEETING

Meeting Called to Order

*Item #1 Agenda

*Item #2 **ACTION** Excused Absence(s)

*Item #3 **ACTION** Consider for Approval Minutes from May 28, 2020 Governing Board Meeting

- *Item #4**ACTION**.....Policies Approved by United Board of Health as Authorized Under the Shared Services Agreement
- a) HIPAA Policy
 - b) Records Management Policy
 - c) Open Records and Notary Fees Policy
 - d) Computer and Digital Communications Policy
- Item #5Executive Report
- Item #6**ACTION**.....Consider for Approval May 2020 Financial Report
- Item #7**ACTION**.....Consider for Approval Budget Submitted to HRSA for the FY2020 Coronavirus Aid, Relief and Economic Security (CARES) Act Funding in the Amount of \$971,360
- Item #8**ACTION**.....Consider for Approval Budget Submitted to HRSA for the FY2020 Expanding Capacity for Coronavirus Testing (ECT) Supplemental Funding for Health Centers in the Amount of \$280,624
- Item #9**ACTION**.....Consider for Approval the COVID-19 Response Fund for Community Health Grant Award from Direct Relief and Associated Budget in the Amount of \$50,093
- Item #10**ACTION**.....Consider for Approval Coastal Health & Wellness 340B Policy & Procedure Manual
- Item #11**ACTION**.....Consider for Approval Coastal Health & Wellness Operational Policy
- Item #12**ACTION**.....Consider for Approval Coastal Health & Wellness Emergency Department/Hospital Admission Care Transition, Tracking and Follow Up Policy
- Item #13**ACTION**.....Consider for Approval Revisions to Coastal Health & Wellness Patient Application
- Item #14**ACTION**.....Consider for Approval Privileging Rights for UTMB Resident Parsa Matin, MD
- Item #15**ACTION**.....Consider for Approval the Reappointment of the following Coastal Health & Wellness Governing Board Members for a 1 Year Term Expiring June 2021:
- Elizabeth Williams (Community Representative)
 - Flecia Charles (Consumer Member)
 - Samantha Robinson (Community Representative)
 - Milton Howard, DDS (Community Representative)
 - Virginia Valentino (Consumer Member)
- Item #16**ACTION**.....Consider for Approval the Reappointment of the following Coastal Health & Wellness Governing Board Members for a 2 Year Term Expiring June 2022:
- Miroslava Bustamante (Consumer Member)
 - Victoria Dougharty (Consumer Member)
 - Jay Holland (Community Representative)
 - Aaron Akins (Consumer Member)
 - Dorothy Goodman (Consumer Member)

Next Regular Scheduled Meeting: July 30, 2020

Appearances before the Coastal Health & Wellness Governing Board

The Coastal Health & Wellness Governing Board meetings are conducted under the provisions of the Texas Open Meetings Act, and members of the public that wish to address the Board about an item presented on the agenda shall be offered three minutes to do so. The Board cordially requests that individuals desiring to make a such a statement notify the Board of their intention by writing their name on the sign-in sheet located at the Boardroom's main entrance.

A citizen desiring to make comment to the Board regarding an item not listed on the agenda shall submit a written request to the Executive Director by noon on the Thursday immediately preceding the Thursday of the Board meeting. A statement of the nature of the matter to be considered shall accompany the request. The Executive Director shall include the requested appearance on the agenda, and the person shall be heard if he or she appears.

Executive Sessions

When listed, an Executive Session may be held by the Governing Board in accordance with the Texas Open Meetings Act. An Executive Session is authorized under the Open Meetings Act pursuant to one or more the following exceptions: Tex. Gov't Code §§ 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding a prospective gift or donation), 551.074 (personnel matters), 551.0745 (personnel matters affecting Coastal Health & Wellness advisory body), 551.076 (deliberation regarding security devices or security audits), and/or 551.087 (deliberations regarding economic development negotiations). The Presiding Officer of the Governing Board shall announce the basis for the Executive Session prior to recessing into Executive Session. The Governing Board may only enter into Executive Session if such action is specifically noted on the posted agenda.



COASTAL HEALTH & WELLNESS

GOVERNING BOARD

9850-A.106 Boardroom Emmett F. Lowry Expressway, Texas City

**Governing Board
June 2020
Item#2
Excused Absence(s)**



COASTAL HEALTH & WELLNESS

GOVERNING BOARD

9850-A.106 Boardroom Emmett F. Lowry Expressway, Texas City

Governing Board

June 2020

Item#3

**Consider for Approval Minutes from May 28, 2020 Governing
Board Meeting**

**Coastal Health & Wellness
Governing Board
May 28, 2020**

**Board Members
Conference Call:**

Samantha Robinson
Milton Howard, DDS,
Virginia Valentino
Dorothy Goodman
Flecia Charles
Victoria Dougharty
Jay Holland,
Elizabeth Williams
Miroslava Bustamante
Barbara Thompson, MD

Staff:

Kathy Barroso, Executive Director
Cynthia Ripsin, MD
Hanna Lindskog, DDS
Eileen Dawley
Andrea Cortinas

Richard Mosquera
Mary Orange (phone)
Amanda Wolff
Anthony Hernandez

Excused Absence: None

Unexcused Absence: Aaron Akins

Items 1-4 Consent Agenda

A motion was made by Miroslava Bustamante to approve the consent agenda items one through four. Dr. Howard seconded the motion and the Board unanimously approved the consent agenda.

Item #5 Executive Reports

Kathy Barroso, Executive Director, presented the May 2020 Executive Report to the Board. Kathy wanted to acknowledge that Galveston County Health District employees were very appreciative to all the donors in the Community for the beautiful thank you cards, masks, and food during COVID-19 testing. Kathy also informed the Board that Galveston County Health District offered free drive-thru COVID-19 testing April 9th-May 8th. More than 5,000 people were tested at sites in League City, Texas City, Galveston, Bolivar, and Crystal Beach. On Wednesday, May 20th Galveston County began to offer free COVID-19 testing to Galveston County residents with UTMB. Testing is by appointment only and is currently being offered at three different UTMB locations (Galveston, League City, and Texas City). Updates were also provided on recent committee meetings, HRSA deliverables, program initiatives, communications, vacant positions and recently executed contracts.

Dr. Ripsin, Medical Director, updated the Board on Medical services in the Coastal Health & Wellness Clinic regarding the following:

Safety

In-person care is rolling out methodically to allow us to vet and modify our process for safely managing patient flow.

- All patients entering the building have an appointment for either a:
 - Medical or dental visit
 - Lab visit
 - Nurse visit or
 - Prescheduled visit for other health-related issues such as prescription assistance
- As much pre-visit information as possible is collected by phone ahead of the appointment
 - Registration and financial screenings have been managed very well remotely to limit the number of patients in the building and to limit the visit length for each patient
- Patients are greeted at the door by staff wearing masks
- Patients are given a mask if they do not already have one and are asked to sanitize their hands upon arrival
- Coastal staff make sure that all patients are always properly escorted when in the building
- Exam rooms, chairs, and rest rooms are cleaned after any patient contact

Patient care

- Providers are still managing most patients by telephone visits
- Each week, the number of in-person medical visits have increased.
- Within the next two weeks, we expect that 50% of medical visits will be in person and 50% will continue to be managed by phone
 - Patients who have encounters by phone are first scheduled for a lab visit so the results can be discussed at the phone visit
 - This process has worked well, and we plan to continue with scheduled lab visits when appropriate going forward
- SUD patients have been managed using telehealth patched with phone communication. Beginning today, most SUD patients will be seen in person at the clinic and in real time with the tele-psychiatrist.
 - We have started adding new SUD patients again as of last week
- Gynecological procedures will begin again June 1st under the direction of Dr Ibadapo-Obe, family medicine faculty member from UTMB.
 - As soon as feasible, we will begin managing our prenatal patients again here but until that is safe, they are being managed by UTMB OB faculty
- COVID testing
 - Although GCHD mass testing has concluded, we have continued to test Coastal patients when medically necessary. Testing is also offered if patients need to demonstrate a negative result to be able to return to work.
 - Outside of mass testing, we have tested 27 CHW patients and two have been positive.
- We are preparing to begin seeing patients again in the Galveston clinic starting Monday, June 15th.
 - Lab services have been provided in Galveston for the past two weeks and we will continue offering these services as needed.

Dr. Lindskog, Dental Director, updated the Board on dental services in the Coastal Health & Wellness Clinic.

- The Dental Clinic resumed services on May 18th, with a focus on extractions, acute exams, and dental contracts that were in process for root canals, crowns, and dentures. From May 18th- May 26th (6 days), we saw a total of 98 patients. 89 of the patients were seen by the dentists and 9 by the hygienist.
- All dental staff were fit tested by Debra Howey, the infection control nurse. Two assistants and one provider currently are not able to wear N95 respirators. Those staff members are participating in non-aerosol producing procedures where N95s are not required.
- We are utilizing a CDC method for re-use of N95s utilizing a brown bag. Each staff member was issued 5 N95 masks – one for each day of the week
- Additional PPE being utilized includes gowns, full face shields, bouffants and gloves
- We are following all Dental State board requirements including:
 - screening patients prior to and at their appointment including temperature
 - daily screening of staff members including temperature, and
 - scheduling appointments so that a dentist can only see one patient at a time
- We are also strategically scheduling to minimize risk by:
 - Scheduling one patient per hour
 - Staggering appointment times to minimize interaction with other patients in the waiting room
 - Scheduling AM appointments for immunocompromised patients to limit their risk/exposure
 - Scheduling aerosol procedures, if possible, in the afternoon so that the room is not utilized for two hours
- Dental services will resume in Galveston the week of June 8th – starting with two days a week initially
- We are resuming Saturday clinic on May 30th with appointments only in Texas City
- The second dental hygienist will return on June 30th, 2020.
- Dentists are prioritizing treatment that does not produce aerosol. If aerosols are produced, rubber dam isolation and N95 respirators are being utilized.
- Dental Hygienist is prioritizing the use of hand instruments. If the hygienist must use the Cavitron, she has an assistant, wears a N95 respirator and utilizes two high volume suction.

- Future purchases with grant funding include air purifiers, additional rubber dam equipment, additional digital x-ray sensors, suctioning assistance devices for dental hygienists and enhanced sterilization monitoring supplies for the Bio-Sonic Ultrasonic.

Item #6 Consider for Approval April 2020 Financial Report

Mary Orange, Business Office Manager, presented the April financial report to the Board. A motion to accept the financial report as presented was made by Jay Holland. Miroslava Bustamante seconded the motion and the Board unanimously approved.

Item #7 Consider for Approval Budget Submitted to HRSA for the FY2020 Coronavirus Supplemental Funding Award in the Amount of \$79,900

Kathy Barroso, Executive Director, stated that this item was put on the agenda in error and asked the Board to take no action since it presented and approved by the Board at the April 2020 meeting. No action was taken on this item by the Board.

Item #8 Consider for Approval Quarterly Access to Care Report for the Period Ending March 31, 2020

Kathy Barroso, Executive Director, presented the quarterly access to care report for the period ending March 31, 2020. As expected, due to COVID-19, Kathy informed the Board that the available appointments in comparison to last quarter were down and utilization rates were also down except for counseling appointments in Galveston. Overall, the no-show rates have improved in comparison to the prior quarter, primarily due to the implementation of phone visits during this period. A motion to accept the report as presented was made by Virginia Valentino and seconded by Victoria Dougharty. The Board unanimously approved the motion.

Item #9 Consider for Approval Quarterly Patient Satisfaction Survey Results for the Period Ending March 31, 2020

Kathy Barroso, Executive Director, asked the Board to consider for approval the quarterly patient satisfaction survey results for the period ending March 31, 2020. Kathy reported to the Board that there was a 17% increase in the response rate in comparison to last quarter, resulting in 864 more surveys received in this quarter. The weighted average for all categories in the current and previous quarter was 4.9, which exceeded our goal of 4.8. Most comments received were extremely favorable. A motion to accept the survey results as presented was made by Virginia Valentino and seconded by Victoria Dougharty. The Board unanimously approved the motion.

Item #10 Consider for Approval Quarterly Compliance Report for the Period Ending March 31, 2020

Richard Mosquera, Chief Compliance Officer, presented the quarterly compliance report for the period ending March 31, 2020 to the Board. A motion to accept the report as presented was made by Virginia Valentino and seconded by Victoria Dougharty. The Board unanimously approved the motion.

Item #11 Consider for Approval Coastal Health & Wellness Sliding Fee Schedule Policy

Mary Orange, Business Office Manager, asked the Board to consider for approval the Coastal Health & Wellness Sliding Fee Schedule Policy. Samantha Robinson, Board chair, recommended that the Patient Guide be modified to include policy changes associated with patients who self-declare income. Kathy informed the Board that the patient guide will be reviewed to ensure that all information is clearly stated so that patients can understand the requirements. A motion to accept the policy as presented was made by Virginia Valentino and seconded by Victoria Dougharty. The Board unanimously approved the motion.

Item #12 Consider for Approval Coastal Health & Wellness Billing and Collection Policy

Mary Orange, Business Office Manager, reviewed the Coastal Health & Wellness Billing and Collection Policy and asked the Board to consider the proposed changes for approval. A motion to accept the billing and collection policy as presented was made by Virginia Valentino and seconded by Jay Holland. The Board unanimously approved the motion.

Item #13 Consider for Approval Coastal Health & Wellness Dental Scope of Services Policy

Dr. Lindslog, Dental Director, reviewed the Dental Scope of Services Policy and asked the Board to consider the updates to the policy for approval. A motion to accept the dental scope of services policy as presented was made by Dr. Howard and seconded by Virginia Valentino. The Board unanimously approved the motion.

Item #14 Consider for Approval Coastal Health & Wellness Medical Records Fee Schedule

Richard Mosquera, Chief Compliance Officer, asked the Board to consider the Medical Records Fee Schedule for approval. Mr. Mosquera informed the Board that there were no changes to the policy and that the policy was set in accordance with the Texas Administrative Code. Samantha Robinson, Board Chair, requested that all policies that are up for review and approval be checked against the patient guide to make sure that information is up to date so that patients remain informed. Ms. Robinson also recommended adding telehealth to the patient guide if we are looking to provide this service long term. A motion to accept the fee schedule as presented was made by Virginia Valentino and seconded by Victoria Dougharty. The Board unanimously approved the motion.

Item #15 Consider for Approval Emergency Department/Hospital Admission Care Transition, Tracking and Follow Up Policy

Kathy Barroso, Executive Director, asked the Board to defer this policy until the June Board meeting. A motion to defer the item was made by Virginia Valentino and seconded by Victoria Dougharty. The Board unanimously approved the motion.

Item #16 Consider for Approval Coastal Health & Wellness Title V Child Health & Dental Eligibility Policy

Kathy Barroso, Executive Director, asked the Board to consider for approval the Coastal Health & Wellness Title V Child Health & Dental Policy. Ms. Barroso told the Board that there have been no changes in state guidelines and therefore there are no changes being proposed to the existing policy. A motion to accept the policy as presented was made by Miroslava Bustamante and seconded by Dr. Howard. The Board unanimously approved the motion.

Item #17 Consider for Approval Revisions to Coastal Health & Wellness Governing Board Bylaws

Richard Mosquera, Chief Compliance Officer, reviewed the proposed changes to the board bylaws which included increasing the Executive Director’s approval limit for unbudgeted expenses as previously requested by the Board. It was also noted that each board member received a copy of the proposed bylaw changes for consideration 10 days prior to today’s meeting as required. Samantha Robinson, Board chair, recommended approving the bylaws as written and sending out an electronic as well as a hard copy to all Board members. A motion to accept the bylaws as presented was made by Jay Holland and seconded by Dr. Howard. The Board unanimously approved the motion.

Samantha Robinson, Board Chair, requested that going forward the Board packets be posted Friday by close of business prior to the Board meeting to allow Board members time to review.

The meeting was adjourned at 1:23p.m.

Chair

Date

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Governing Board

June 2020

Item#4

**Policies Approved by United Board of Health as Authorized Under the
Shared Services Agreement**

- a) HIPAA Policy
- b) Records Management Policy
- c) Open Records and Notary Fees Policy
- d) Computer and Digital Communications Policy

HIPAA Policy

Audience

This policy applies to all employees, interns, volunteers and students who work for or with the Galveston County Health District, the Galveston Area Ambulance Authority or Coastal Health & Wellness (collectively, “the District”), each of which are legally deemed covered entities under 45 CFR § 160.103.

Policy

It is the policy of the District that individually identifiable health information (“IIHI”) be protected and that the privacy rights of individuals be fulfilled in accordance with the Health Insurance Portability and Accountability Act (“HIPAA”), as set forth by Chapter 45 of the *Code of Federal Regulations* (“CFR”), §§ 160, 162 and 164.

Individually identifiable health information, also known as protected health information (“PHI”) and electronic protected health information (“ePHI”), is information including demographic data that may relate to:

- a. An individual’s past, present, or future physical or mental health or condition;
- b. The provision of health care to the individual; or
- c. The past, present, or future payment for the provision of health care to the individual which identifies the individual person or for which there is a reasonable basis to believe it can be used to identify the individual person.

Examples of protected health information include, but are not limited to, an individual’s name, address, birthdate, and/or Social Security number.

The Chief Compliance Officer has been designated as the District’s Privacy Officer and is responsible for the oversight of this plan, which entails educating staff about and enforcing HIPAA and related privacy provisions.

Security Manual/Use

The District has implemented a HIPAA Security Manual, which provides the framework for compliance with HIPAA security standards, specifically their pertinence to information technology other forms of electronic record retention. All employees, volunteers, and contractors are required to follow the policies and procedures outlined in this manual. The IT Director has been designated as the District’s Security Officer, and is responsible for working with the Privacy Officer to ensure compliance with all measures set forth by the *Health Information Technology for Economic and Clinical Health Act* (HITECH).

Disclosing PHI/ePHI

Disclosing PHI/ePHI is the act of divulging PHI to an individual who would otherwise not have access to the information. In general, District employees must obtain specific authorization from the individual (or legal guardian of) to whom the PHI pertains in order to disclose the PHI/ePHI, unless the disclosure is legally exempted from this authorization requirement.

Employees must use authorization forms approved by administration and in accordance with specific departmental guidelines when processing such disclosures. Anytime an individual or his/her legal guardian signs an authorization form to release his or her PHI/ePHI, the employee in receipt of the authorization form must provide the individual with a copy of the signed form.

There are several circumstances during which District programs or service areas may use or disclose an individual's PHI/ePHI without first obtaining the individual's authorization. Such examples include, but may not be limited to:

- a. Furnishing information to the requesting individual who is the subject of said information;
- b. For the fulfillment of treatment, payment, and health care operations, so long as the dissemination is permitted by 45 C.F.R. § 164, with the exception of psychotherapy notes (*see specific information related to psychotherapy notes below*);
- c. When legally authorized by a party privy to such information (e.g. law enforcement, during judicial proceedings, etc.); and
- d. Limited data sets for the purpose of research, public health, or health care operations.
 - i. Such disclosures require the authorization of the Privacy Officer and CEO or Executive Director.

The Privacy Rule, a subsection of HIPAA codified under parts of 45 C.F.R. §§ 160 and 164, permits the disclosure of PHI/ePHI without authorization or permission for the following twelve (12) recognized priority purposes (however, limiting conditions may apply under specific circumstances):

- a. Requirements by law (including by statute, regulation, or court order);
- b. Public health activities;
- c. Victims of abuse, neglect, or domestic violence;
- d. Health oversight activities;
- e. Judicial and administrative proceedings;
- f. Law enforcement purposes;
- g. Decedents;
- h. Cadaveric organ, eye, or tissue donation;
- i. Research;
- j. Serious threat to health or safety;
- k. Essential government functions; and
- l. Workers' compensation.

In addition, employees must make reasonable efforts to limit PHI/ePHI to the minimum necessary standard, in order to accomplish the intended purpose of the requested, permitted, or authorized use or disclosure.

Examples of minimum necessary practices include speaking quietly when discussing a patient's healthcare status; excluding as much PHI during peer reviews or quality assurance meetings; and ensuring that PHI/ePHI remains safeguarded in locked filing cabinets, offices, and computers accessible only to employees who require such access in order to carry out their professional duties.

It should be noted that minimum necessary disclosure requirements for PHI may not apply to:

- a. A health care provider, affiliated or unaffiliated with the District, who renders treatment to the patient;
- b. An individual who is the subject of the information, or the individual's legally authorized personal representative;
- c. To the Department of Health and Human Services, the Texas Medical Board, the Texas Attorney General, or other governmental agencies seeking such information for complaint investigation, compliance review, or enforcement;
- d. Use or disclosure that is required by law; or
- e. Use or disclosure required for compliance with the HIPAA Transaction Rule or other HIPAA administrative simplification rules.

Psychotherapy Notes

Patient authorization must be obtained to use or disclose psychotherapy notes, unless subject to at least one of the following exceptions:

- a. When used by the originating provider for treatment;
- b. For mental health training programs with staff (IIHI redacted);
- c. To defend a legal action brought against the District by the patient;
- d. For HHS to investigate or determine compliance with privacy rules;
- e. To avert a serious and imminent threat to public health or safety;
- f. To a health oversight agency for lawful investigation of the originator of the psychotherapy notes; and
- g. For other activities as required by law.

An authorization to use or disclose psychotherapy notes must be endorsed by its lonesome and generally may not be disclosed in conjunction with standard PHI disclosure requests.

Contracts with Business Associates

HIPAA covered programs or service areas may disclose PHI/ePHI to business associates, as defined in this policy. Any program within the District which contracts with a business associate must receive prior approval from the Privacy Officer and CEO or Executive Director to do so, and work with the Contracts Analyst to ensure a business associate agreement is established before transmission of any private data, as specified in 45 C.F.R. §164.504(e).

Privacy Notice

District employees who interact directly with patients for the purpose of treatment must provide a *Notice of Privacy Practices* to clients prior to administering services. In doing so, employees are required to:

- a. Provide the applicable *Notice of Privacy Practices* to each direct care client (or his/her legal guardian) at the first office visit or other direct service delivery contact that occurs;
- b. Obtain each client's (or legal guardian's) written acknowledgment of receipt of the *Notice of Privacy Practices*;

- c. Maintain the client's written acknowledgment of receipt as part of the client's medical record; and
- d. Provide the client an additional copy of the *Notice of Privacy Practices* upon request.

In emergency situations (e.g. assumed consent is provided), the *Notice of Privacy Practices* must be mailed to the client as soon as possible after abatement of the emergency and be documented in the client's file.

If the *Notice of Privacy Practices* is revised, District programs or service areas that provide direct health care services must make the revised *Notice of Privacy Practices* available to all patients upon their initial visit to the District after the revised Notice has gone into effect (*see 45 CFR 164.520(b)(3), 164.520(c)(1)(i)(C) for health plans, and 164.520(c)(2)(iv) for covered health care providers with direct treatment relationships with individuals.*)

In addition, the *Notice of Privacy Practices* must be posted in clear and prominent locations and electronically on the District's website.

Verification of Identity

District employees are required to verify the identity of an individual (or his/her legal guardian) requesting PHI/ePHI and to determine if the requesting individual has the right to the requested information before disclosing it. Any questions or concerns about such disclosures must be directed to the Privacy Officer.

Patient Access to PHI/ePHI

Except in certain situations, an individual has the right to review and obtain a copy of his or her PHI/ePHI within a designated record set. A designated record set is that group of records maintained by or for the District that is used, in whole or part, to make decisions about individuals, or which is retained for provider or billing records; however, the following PHI is generally exempt from patient access:

- a. Psychotherapy notes generated by a provider;
- b. Information compiled for legal proceedings;
- c. Information held by designated research laboratories; and
- d. In situations during which a healthcare professional reasonably believes such access could cause imminent harm.

Amendment of PHI/ePHI in a Designated Record Set

An individual has the right to request an amendment to PHI/ePHI about the individual if the information is in a designated record set. Requests to amend PHI/ePHI are to be forwarded to the Privacy Officer for review.

Restricting Uses and Disclosures of PHI/ePHI

An individual has the right to request that the District restrict its uses and disclosures of PHI/ePHI as it pertains to the individual; however, the program or service area retains ultimate discretion as to whether it shall adhere to such requests.

If a District program or service area receives a request to restrict uses and disclosures of PHI/ePHI,

the program must immediately refer the request to the Privacy Officer.

Accounting for Certain Disclosures

An individual (or his/her legal guardian) has the right to receive a report of certain disclosures of the individual's PHI/ePHI.

Each HIPAA covered program or service area within the District is responsible for developing a system to track disclosures. In addition, if such a program or service area receives a written request for a report of disclosures, the program or service area must immediately refer the request to the Privacy Officer, who will work with the program manager and executive management to process the request.

Confidential Communications and Other Accommodations

An individual (or his/her legal guardian) has the right to submit a written request that he or she receive PHI/ePHI from the District in a manner and place that is most conducive to the requestor. For example, an individual may request that the provider send communications to a PO Box rather than the individual's home mailing address.

If a District program receives a written request for such an accommodation, the program or service area must immediately forward the request to the Privacy Officer who will work with the program manager to ensure procedures are established to adhere to the request.

Complaints

If a Health District employee receives a HIPAA related complaint, the employee must document the complaint and immediately refer the complaint to his/her supervisor and the Privacy Officer. The Privacy Officer will perform investigative fact-finding for review by the Chief Executive Officer/Executive Director or designee.

Training

Any District employee, intern, student or volunteer granted access to PHI/ePHI must receive HIPAA training by a qualified member of the District. Training will occur before the individual commences with his/her job assignments and annually thereafter, or as relevant policies and/or procedures change. Documentation of training will be retained by Human Resources in personnel files.

Safeguards

Managers must make reasonable efforts to limit access of PHI/ePHI to employees or classes of employees who require PHI access to perform their job duties. Access will be determined and granted by job description and function, and shall be limited to a standard in accordance with the *Minimum Necessary Rule*.

Employees are responsible for safeguarding PHI/ePHI to prevent intentional or unintentional use or disclosures. Examples of safeguarding information include shredding documents, securing records in locked and secured areas, and using screen protectors. Employees are to refer to their program specific procedures and guidelines for safeguarding information, or are to contact the Privacy Officer should any pertinent questions arise.

Mitigation of Harmful Effects

If a District employee is aware of a violation of HIPAA related policies or procedures, the employee must immediately report the violation to his or her direct supervisor and/or to the Privacy Officer. District programs must coordinate with the Privacy Officer and other applicable staff to mitigate any harmful effects that may have resulted from the violation.

The Privacy Officer is responsible for reporting all HIPAA breaches to the Office of Civil Rights.

Prohibition Against Retaliation

District employees may not intimidate, threaten, coerce, discriminate against, or take other retaliatory action against any individual or other person who exercises a right or files a complaint related to the privacy of PHI/ePHI.

Prohibition Against Waiving Rights

District employees must not require individuals to waive their rights related to the privacy of PHI/ePHI as a condition for treatment, payment, enrollment in a health plan, or eligibility for benefits.

Documentation

District employees must maintain HIPAA privacy related documentation in accordance with District record retention schedules. Additionally, the Human Resources Department shall be responsible for retaining a certificate of recognition upon every individual's successful completion of District mandated and/or facilitated HIPAA training courses. This certificate must include a signature of both the participant and the Human Resources Manager or designee, and shall be kept on-file for a period of no less than five years.

HIPAA Responsibilities for Employees

Employees are responsible for:

- a. Following all HIPAA and confidentiality policies and procedures set forth by law and District policy;
- b. Immediately reporting potential HIPAA violations to their immediate supervisor and/or the Privacy Officer;
- c. Completing required HIPAA trainings as directed by Human Resources, the Privacy Officer, or other their manager;
- d. Taking all reasonable precautions to ensure that PHI/ePHI is not accessible to those who do not require access to such information; and
- e. Using authorization forms approved by District administration in accordance with program specific guidelines.

HIPAA Responsibilities for Supervisors

Supervisors are responsible for:

- a. Developing program specific procedures and guidelines in compliance with HIPAA rules and regulations;
- b. Ensuring employees follow HIPAA and confidentiality policies and program specific procedures and guidelines;
- c. Reporting potential HIPAA violations to the Privacy Officer and/or immediate supervisor; and

- d. Requesting access to PHI/ePHI only for those employees who require this information to fulfill their scope of employment.

Chief Compliance Officer

The Chief Compliance Officer is the Privacy Officer for the Health District and is responsible for:

- a. Ensuring all contractors with access to PHI/ePHI have business associate agreements on-file;
- b. Receiving complaints of alleged HIPAA violations and performing investigative fact-finding regarding these complaints for review and disposition by the Chief Executive Officer/Executive Director or designee;
- c. Training employees about new or revised HIPAA related policies and procedures;
- d. Working with program managers and executive management on requests to amend, restrict the use of, accommodate, or receive accounting disclosures of PHI/ePHI; and
- e. Ensuring that the *Notice of Privacy Practices* is posted in visible locations throughout District premises as well as on the District's internet site.

Laws

It is the intent of this policy to be in compliance with the Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320d, and as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and with the terms and regulations set forth by Texas House Bill 300.

Employees who violate District, state or federal HIPAA policies will be subject to corrective action up to and including termination of employment.

RECORDS MANAGEMENT POLICY

WHEREAS, the *Local Government Records Act of 1989* (Title 6, Subtitle C, Local Government Code), provides that each local government must establish an active and continuing records management program; and

WHEREAS, the Galveston County Health District, Coastal Health & Wellness, and the Galveston Area Ambulance Authority (collectively “the District”) desires to adopt a plan for that purpose prescribing policies and procedures consistent with the Texas Local Government Records Act and in the interests of cost-effective and efficient record keeping;

NOW, THEREFORE:

SECTION 1. DEFINITION OF RECORDS OF THE DISTRICT

All documents, papers, letters, books, maps, photographs, sounds or video recordings, microfilms, magnetic tapes, electronic media, or other forms of media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state or federal government, created or received by the District or any of its officers or employees pursuant to law or in the transaction of public business, are hereby declared to be records of the District and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it and in no other manner.

SECTION 2. RECORDS DECLARED DISTRICT PROPERTY

All records as defined in *Section 1* of this plan are hereby declared to be property of the District. No official or employee of the District has, by virtue of his or her position, any personal or proprietary rights to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal of files, or use of such records without authorized lawful permission is prohibited.

SECTION 3. POLICY

It is hereby declared to be the policy of the District to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use and disposition of all District records through a system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Local Government Records Act and generally accepted records management practices.

SECTION 4. RECORDS MANAGEMENT OFFICER

The District, through its Chief Executive Officer, designates the Risk and Safety Coordinator to serve as the Galveston County Health District Records Management Officer as provided by law and to ensure the maintenance, destruction, electronic storage, or other

disposition of District records are carried out in accordance with the requirements of the Local Government Records Act. In the event of the resignation, retirement, dismissal, or removal of the Records Management Officer, the Chief Executive Officer/Executive Director shall promptly designate another individual to fulfill this role. The individual designated as the Records Management Officer shall file his or her name with the director and librarian of the Texas State Library within thirty (30) days of the date of designation, as provided by law. The Records Management Officer for the District will be referred to as the Records Management Coordinator. The Records Management Coordinator shall:

1. Keep a master list, composed of all departmental main lists;
2. Monitor the Records Management Plan for compliance;
3. Provide assistance to Record Liaisons;
4. Report changes or non-compliance to applicable members of the executive staff; and
5. Actively support and promote the records management program throughout the District.

SECTION 5. RECORDS LIAISON DESIGNATION AND DUTIES

The Records Management Liaisons will consist of at least one (1) Records Liaison for each department within the District. The Records Liaisons shall:

1. Compile a main list of all records in their department;
2. Keep an updated master list on-file with the Records Management Coordinator;
3. Become familiar with the destruction periods for the records in their respective departments;
4. Review the master records list for conformity when notified of retention policy changes by the Records Management Coordinator;
5. Provide recommendations to the Records Management Coordinator for consideration of the destruction of records in accordance with approved records' control schedules. The Chief Compliance Officer shall render final approval of said considerations; and
6. Assist in educating staff in their respective departments about lengths of time which records should be kept.

SECTION 6. RECORDS CONTROL SCHEDULES

Appropriate record control schedules issued by the Texas State Library and Archives Commission shall be adopted by the Records Management Coordinator under the direction of the Chief Executive Officer/Executive Director, as provided by law. Any destruction of the District's records will be handled in accordance with these schedules, as well as the *Local Government Records Act*.

SECTION 7. DESTRUCTION OF SCHEDULED RECORDS

Offsite Records

All records to be sent offsite shall be arranged for transportation by the Records Management Coordinator, who shall take the request to the Chief Compliance Officer, as stated in *Section 6* of this plan, for approval. Offsite records approved for destruction are securely destroyed offsite and a certificate of destruction is kept on file.

Onsite Records

The Records Liaisons will monitor records kept within their department for destruction dates. At the time in which records kept within departments are due for destruction, the Records Liaison shall provide the Records Management Coordinator with a completed Disposition Log indicating the documents to be destroyed. The Records Management Coordinator shall take the request to the Chief Compliance Officer, as stated in *Section 6* of this plan, for approval. Onsite records approved for destruction are destroyed according to the Disposition Log (type of destruction marked and dated) and a copy of the Disposition Log is kept on-file by the Records Management Coordinator.

SECTION 8. DESTRUCTION OF UNSCHEDULED RECORDS

A record that is not listed under an adopted records control schedule or listed on a supplemental records control schedule may be destroyed if its destruction has been approved in the same manner as a record destroyed under an approved schedule and the Records Management Coordinator has submitted to and received confirmation from the State's Records Management Library for the approved destruction authorization request.

Open Records and Notary Fee Policy

All fees charged are set in compliance with the *Texas Administrative Codes, Title 1, Part 3, Chapter 70*. In general, charges for copies of public information are to recover the cost of materials, labor, and overhead.

Service / Item	Fee
Standard-size paper copy	0.10
Diskette	1.00
Magnetic tape	Actual cost
Data cartridge	Actual Cost
Rewritable CD (CD-RW)	\$1.00
Non-rewritable CD (CD-R)	\$1.00
Digital video disc (DVD)	\$3.00
VHS video cassette	2.50
Audio cassette	1.00
Other electronic media	Actual Cost
Oversize Paper copy	0.50
Other Specialty paper	Actual cost
Labor charge	15.00/hr
Overhead charge	20% of labor charge
Remote document retrieval charge	Labor charge
Computer resource-Mainframe	10.00/CPU minute
Computer resource-Mid-size	1.50/CPU minute
Computer resource-Client/Server	2.20/clock hour
Computer resource-PC or LAN	1.00/clock hour
Miscellaneous supplies	Actual cost
Postage and Shipping	Actual cost
Other (e.g. credit card transaction fee)	Actual cost

Notary Services Fees

Notary service fees are set in compliance with *Texas Government Code Section 406.024*.

Document	Fee
Protesting a bill or note for nonacceptance of payment	\$4.00
Notice of protest	\$1.00
All other protests	\$4.00
Certificate and seal to a protest	\$4.00
Acknowledging a proof or deed**	\$6.00
Administering an oath or affirmation with a certificate or seal	\$6.00
Any other certificate or seal	\$6.00
Any notarial act not provided for	\$6.00

**Indicates that a \$1.00 shall be charged for each additional customer signature on the proof or deed.

Computer and Digital Communications Policy

Audience

This policy applies to all Galveston County Health District (GCHD), Galveston Area Ambulance Authority, and Coastal Health & Wellness (collectively “the District”) employees, volunteers, students and contractors (business associates).

Communication Equipment and Services

This policy applies to all electronic mail (“e-mail”), voice mail, facsimiles, telephone systems, cellular phones, tablet PCs, computers, removable storage devices, networks, Internet, computer files, photocopiers, printers, and other forms of written or oral communications devices including personal devices.

Policy

Health District communication equipment and services are provided for business purposes only and may not be used for activities that violate federal or state laws and/or Health District policy. Information stored on Health District communication equipment is the property of the Health District, and employees should not have any expectation of privacy regarding this property.

The use of GCHD resources for personal use is prohibited in order to safeguard GCHD’s internal systems and databases. Personal use includes access to web-based email programs, social media sites, online shopping or any other site accessed for personal use.

Acknowledgement to Monitor

The use of District furnished equipment and information systems constitutes an employee, contractor or volunteer’s consent to monitoring and auditing of the use of these systems. Monitoring includes the tracking of transactions within District networks, as well as external transactions made from a District-owned device. It also includes auditing of stored data on local, network storage and transportable devices deemed property of the District. Users must understand that there is no expectation of privacy when using or storing data on District information systems.

Network and Computer Resources

Network and computer resources refer to Internet connectivity, wide area network components, local area network components, servers, shared folders, e-mail, personal computers, laptops, portable devices and software.

Employees shall not introduce unlicensed or unauthorized software (e.g. games, apps, etc.) or personal hardware (USB drives, smart phones, external drives, CDs, etc.) into the District’s computer system for any reason. Existing unlicensed or unauthorized software currently residing on a District system should be removed immediately.

Employee Accounts & Passwords

Employees are responsible for activity conducted under their username and password.

Therefore, it is each employee's responsibility to:

- a. keep his/her passwords and workstation secure;
- b. lock or logoff from the PC if the PC will be unattended or is in an area with high volumes of traffic; and
- c. change their @GCHD.org password at least once every ninety (90) days.

**Employee Tip: You can lock or log out of your computer by pressing the CTRL-ALT-DEL keys, and then clicking on either the "Log Off" or "Lock Computer" buttons.*

Encryption

Encryption is the process of converting (encoding) information from a readable form (plain text) that can be read by anyone into an unreadable form (cipher text) that can only be accessed in a readable format by the information owner and its intended recipients.

All confidential and personal information transmitted to an email address outside of the @GCHD.org domain must be encrypted. The only exception pertains to emails sent to a @UTMB.edu address, which have already been made secure through an established transport layer security ("TLS") tunnel. Confidential information is defined as information that is given in confidence and/or is not publicly known. Confidential and personal information can include but is not limited to financial data (e.g. credit card or bank account numbers), personal health information (actual medical information or personal data about patients) private individual data (e.g. social security numbers).

Where unclear, the CEO or designee will determine if information is considered confidential. In all circumstances, all employees are expected to consult with their supervisor, the Privacy Officer and/or the Security Officer to determine if information should be encrypted. District employees who breach the transmittal of confidential information will be subject to disciplinary action, up to and including termination.

E-mail Guidelines

E-mail is considered an official means of routing communications among internal and external parties. The District maintains the right to read any correspondence sent to or from an employee's @GCHD.org email account in the event of need. Employees should not have any expectation of privacy.

Employees accessing e-mail from home or outside network connections are responsible for the security of their systems and must use reasonable caution to prohibit their systems from being compromised. Employees should bear in mind that any email sent from their @gchd.org e-mail messages may be read by someone other than the person to whom they are sent and are potentially

subject to disclosure to outside parties through applicable provisions of the Texas Public Information Act or by a legal subpoena. Accordingly, employees must take care to ensure that their messages are courteous and professional.

Each employee is responsible for the content of all text, audio or images that he or she places on or transmits over the District's e-mail, internet or extranet systems. Employees must not hide their identities or represent that any e-mail or other electronic communications were sent from someone else or another organization. Employees should be sure that their name appears in all messages communicated through District e-mail or internet systems. Any messages or information sent by an employee to another individual outside the District via a District e-mail address or from a District IP address may be construed as statements that reflect on the District.

Software

All software installed on a District owned device including, but not limited to computers, laptops, servers and smartphones may only be used in ways consistent with the licenses and copyrights of the vendor, author or owner of the material. Prior to installing any additional software, approval must be obtained, in writing, from the employee's immediate supervisor and the IT Manager. Downloading entertainment software, games, or any other software unrelated to work onto a District owned device is prohibited

Internet Usage

It is the practice of the Galveston County Health District to provide or contract for communication services and equipment necessary to promote the efficient conduct of its business. Internet access provided by GCHD is to be used in a responsible manner.

The employee's supervisor may revoke the employee's access to the internet in the event the employee is using the internet in excess, for non-business reasons, or is accessing questionable sites. A "questionable" web site would be one that hosts offensive or illegal material.

All internet communications initiated from a District owned device can likely be traced back to the District. Therefore, employees, contract workers and volunteers with District internet access are required to follow professional ethics in their use of internet communications. Employees, contractor workers and volunteers are prohibited from engaging in posting non-factual information and/or opinions that harm the goodwill and reputation of the District and/or District personnel.

Physical Security

Users will not remove District equipment or software from District facilities without expressed permission of the IT Manager or asset custodian. Portable equipment such as laptop computers and cell phones are implicitly exempted from this provision. Users are responsible for providing adequate physical security protection of portable equipment when outside District facilities.

Remote Access

To improve employee productivity while away from District facilities, a secure remote access

capability will be made available to employees by the District.

Non-exempt employees are expected to seek supervisor approval prior to performing work duties outside their regular work hours (unless an emergency situation makes prior approval impractical). *Reference Hours Worked and Compensatory/Overtime policy*

Reporting Requirements

Users will promptly report to the IT Manager and/or their supervisor should they suspect or observe any suspicious activity, malicious code, or perceived compromise effecting District computer systems or networks. Any loss, theft, or damage to computer systems must be promptly documented and reported to the IT Manager and asset custodian.

Retention

Employees are required to follow all *Record Retention* guidelines, including, but not limited to, storing email, ePHI and electronic data that meets *Record Retention* guidelines. It is the District's policy to follow all state and federal laws and rules for electronic record retention. *Reference "Records Management Plan"*

IT Manager Responsibilities

It the responsibility of the IT Manager or designee to:

- a. ensure systems meet state *Record Retention* rules;
- b. verify employee access to District programs, telephone systems, data security groups, e-mail, etc., upon receipt of an approved *Staff Inventory Checklist* issued by HR;
- c. terminate employees network login id, access rights, and e-mail accounts upon notification from Human Resources;
- d. establish, maintain, and update security groups only upon receipt of an approved *Staff Inventory Checklist*;
- e. Address any employee reports pertinent to IT matters (i.e. suspicious activity, loss, theft, etc.)
- f. keep up-to-date with rules, regulations and laws applicable to information technology in healthcare; and
- g. maintain confidentiality in all District-related IT processes.

Employee Responsibilities

It is the employee's responsibility to:

- a. understand and follow this policy;
- b. perform ethical behavior regarding the communication of confidential data or e-mail to which the employee has access;
- c. contact the IT Help Desk via phone at **x2210** or e-mail (helpdesk@gchd.org) for technical support related to computers or software;
- d. consult with his/her supervisor for guidance regarding information addressed in this policy;
- e. inform their supervisor and/or the IT department if the employee suspects another person is accessing his/her account;
- f. complete assigned ePHI, HIPAA, and other pertinent assigned security trainings;; and
- g. follow all District HIPAA and ePHI policies.

Supervisor Responsibilities

It is the responsibility of supervisors to:

- a. understand and follow this policy;
- b. complete the appropriate “Staff Inventory Checklist” for employees who need access to approved resources necessary to perform requisite job duties;
- c. ensure this policy is carried out in a uniform manner;
- d. ensure employees are following record retention guidelines and rules (if problems are identified in meeting requirements, report to Risk and Safety Coordinator); and
- e. take or recommend appropriate corrective action when necessary.

General Rules/Guidelines

Violation of any of the following rules will be considered adequate justification for corrective disciplinary action, up to and including termination. This is not an all-inclusive list.

Employees must not:

- a. search, read, copy, alter, or delete computer files to which he/she has not been granted access, permission, or authorization;
- b. perform malicious destruction or deletion of organizational data;
- c. intentionally or recklessly compromise the privacy or security of electronic information;
- d. release proprietary or confidential information;
- e. interfere with or disrupt the computer or network accounts, services, or equipment of others;
- f. send or store material that may be considered obscene, hateful, harmful, malicious, hostile, threatening, abusive, vulgar, defamatory, profane, or racially, sexually, or ethnically objectionable;
- g. forward spam or chainmail;
- h. use utilities to collect information from the network such as password cracking programs, keystroke loggers, and network sniffing utilities (unless such activities are part of the employee's job description);
- i. perform unauthorized scanning of networks or ports for security vulnerabilities, intercept or alter network packets;
- j. forward District e-mail that contains PHI, confidential, or proprietary information to personal non-business e-mail account;
- k. send e-mail that contains PHI or company confidential information to an external e-mail address without encryption;
- l. use company e-mail to subscribe to services that generate large volumes of "junk mail," such as giveaways, sweepstakes, and chainmail;
- m. forward e-mail with warnings of viruses (these messages should be vetted by the IT department before they are sent);
- n. use District computer resources for personal financial gain (such as for a personal for-profit business);
- o. attempt to perform unauthorized upgrades or repairs to computer resources;
- p. view streaming video and/or streaming audio radio stations unless it is for business purposes and has been approved by the supervisor (on a case-by-case basis);
- q. download tool bars, screen savers, peer-to-peer file swapping software, use District computer resources to design, create, or spread malicious computer programs (such as viruses);
- r. Insert unapproved usb drives into District's computers or equipment; or
- s. Duplicate or remove copyrighted software from District equipment without the expressed written permission of the System Administrator or IT Manager. The individual will be personally liable for any software copyright violations committed on GCHD systems under their control.

Violation

Violation of this policy may result in corrective disciplinary action, up to and including suspension or dismissal.



COASTAL HEALTH & WELLNESS

GOVERNING BOARD

9850-A.106 Boardroom Emmett F. Lowry Expressway, Texas City

**Governing Board
June 2020
Item#5
Executive Report**



THE COASTAL WAVE

A monthly newsletter about Galveston County's Community Health Center, Coastal Health & Wellness.

CHW committed to keeping patients safe during visits

While many things have changed over the past few months, one thing has remained the same: our commitment to your safety.

Our infection control processes are made so that when you receive care, it is both safe for and comfortable.

Our office follows infection control recommendations made by the

American Dental Association (ADA), the U.S. Centers for Disease Control and Prevention (CDC) and the Occupational Safety and Health Administration (OSHA).

We follow the activities of these agencies so that we are up to date on any new rulings or guidance that may be issued.

You may see some changes when it is time for your next appointment. We made these changes to help protect our patients and staff. For example:

- Our office will communicate with you beforehand to ask some screening questions. You'll be asked those same questions again when you are in the office.
- We ask that you please wear a face covering before you enter and while you're in the clinic.
- We have hand sanitizer that we will ask you to use when you enter the office. You will also find some in the

We are here for you.

Coastal Health & Wellness is currently seeing patients by appointment only.

To make an appointment, please call

409.938.2234.



reception area and other places in the office for you to use as needed.

- You may see that our waiting room will no longer offer magazines, children's toys and so forth, since those items are difficult to clean and disinfect.

- Appointments will be managed to allow for social distancing between patients. That might mean

that you're offered fewer options for scheduling your appointment.

- We will do our best to allow greater time between patients to reduce waiting times for you, as well as to reduce the number of patients in the reception area at any one time.
- Please reschedule your appointment if anyone in your household has been sick.

We look forward to seeing you and are happy to answer any questions you may have about the steps we take to keep you, and every patient, safe in our practice.

To make an appointment, please call our office at 409.938.2234.

Thank you for being our patient. We value your trust and loyalty and look forward to welcoming back our patients, neighbors and friends.



WE ARE WORKING

to keep you safe while keeping
your smile healthy!

- **Please wear a face covering** before you enter and while you're in the clinic.
- **Please use hand sanitizer** when you enter the clinic.
- **No food or drinks are allowed** in the clinic waiting room.



- **Please reschedule** if anyone in your household has been sick in the last 2 weeks.
- **Only patients with appointments will be permitted into the office.** Please do not bring anyone with you unless necessary.



- We're going to ask some screening questions related to COVID-19.
- We will take your temperature and ask you to rinse with mouthwash at the beginning of your appointment.
- Please social distance and maintain 6 feet of distance from others at all times.
- Please be patient and allow us enough time for enhanced disinfection between appointments.

More than 2K residents test positive for COVID-19

More than 2,000 Galveston County residents have tested positive for COVID-19 as of June 23, with 718 of those cases recovered.

Galveston County Health District (GCHD) continues to investigate cases of COVID-19 in the county, which within the last few weeks has seen cases increase at an alarming rate.

The county has reported nearly 60 percent of its total case count since June 1.

“The county continues to see a concerning increase in COVID-19 positive cases that can be tied to a lack of social distancing, not wearing face coverings while in public and spreading of the virus in families and households” said Dr. Philip Keiser, Galveston County local health authority. “The county is at a critical juncture. If there are not changes in behavior, we can expect to see the numbers of positive cases continue to rise and expect to see the strain on hospitals increase.”

As of June 23, 44,788 Galveston County residents have been tested, accounting for 13 percent of the county’s population.

In the beginning stages of testing - in March and April - the positivity rate of those being tested hovered around 2-3 percent. However, in recent weeks, that positivity rate has increased to 10-12 percent.

While there is an increased demand for testing, the increase in the county’s case count can be tied to more people being exposed and testing positive for the virus.

Galveston County continues to partner with UTMB to offer free COVID-19 and antibody testing in League City, Texas City and Galveston.

Cloth Face Covering Do's and Don'ts

Do:

- Make sure you can breathe through it.
- Wear it when directed to and when in public places, like grocery stores.
- Make sure it covers your nose and mouth.
- Wash after using, like normal laundry.

Don't:

- Use if you cannot take it off yourself, like young children under 2.
- Use masks, PPE, intended for healthcare professionals.
- Stop social distancing, washing your hands, and preventing germs.

Their face covering protects you, your face covering protects them. Staying 6 feet away protects both of you.

COVID-19
CORONAVIRUS DISEASE 2019

TEXAS Health and Human Services | Texas Department of State Health Services

For updates and more information, visit dshs.texas.gov/coronavirus

Galveston County residents may call 832.632.6731 to make an appointment. A government issued form of identification will be required at the time of testing to verify residency.

Residents are also encouraged to contact their primary care physician for COVID-19 testing if they have come in contact with someone who is COVID-19 positive or are experiencing symptoms including cough, shortness of breath,

difficulty breathing or at least two of the following symptoms: fever, chills, repeated shaking with chills, muscle pain, headache, sore throat and new loss of taste or smell.

Those who are uninsured may be tested through Coastal Health & Wellness after being financially screened. For more information, please call 409.938.7221.

For more information, please visit gchd.org/coronavirus. For more information on COVID-19, please contact the health district’s information line at 409.938.7221, open Monday-Friday, 8 a.m.-5 p.m.

The health district strongly recommends Galveston County businesses require patrons and employees to wear a face covering, and to make face coverings available for those customers who do not have one.

Businesses should also have hand sanitizer available and to encourage social distancing.

Help slow the spread of COVID-19:

- Wash your hands often with soap and water for at least 20 seconds. If soap and water are not available, use an alcohol-based hand sanitizer with at least 60 percent alcohol.

Symptoms of Coronavirus (COVID-19)

Know the symptoms of COVID-19, which can include the following:



Symptoms can range from mild to severe illness, and appear 2-14 days after you are exposed to the virus that causes COVID-19.

***Seek medical care immediately if someone has emergency warning signs of COVID-19.**

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion
- Inability to wake or stay awake
- Bluish lips or face

This list is not all possible symptoms. Please call your medical provider for any other symptoms that are severe or concerning to you.



[cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

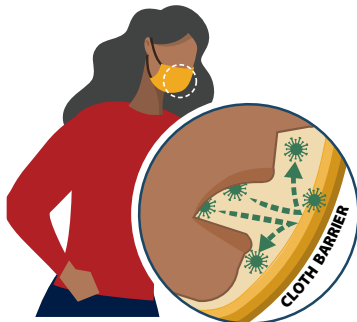
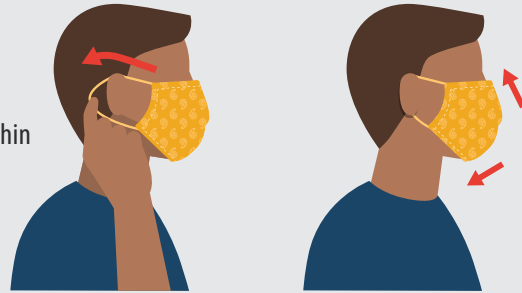
317142-A May 20, 2020 10:44 AM

How to Safely Wear and Take Off a Cloth Face Covering

Accessible: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>

WEAR YOUR FACE COVERING CORRECTLY

- Wash your hands before putting on your face covering
- Put it over your nose and mouth and secure it under your chin
- Try to fit it snugly against the sides of your face
- Make sure you can breathe easily
- Do not place a mask on a child younger than 2



USE THE FACE COVERING TO HELP PROTECT OTHERS

- Wear a face covering to help protect others in case you're infected but don't have symptoms
- Keep the covering on your face the entire time you're in public
- Don't put the covering around your neck or up on your forehead
- Don't touch the face covering, and, if you do, clean your hands

FOLLOW EVERYDAY HEALTH HABITS

- Stay at least 6 feet away from others
- Avoid contact with people who are sick
- Wash your hands often, with soap and water, for at least 20 seconds each time
- Use hand sanitizer if soap and water are not available



TAKE OFF YOUR CLOTH FACE COVERING CAREFULLY, WHEN YOU'RE HOME

- Untie the strings behind your head or stretch the ear loops
- Handle only by the ear loops or ties
- Fold outside corners together
- Place covering in the washing machine
- Wash your hands with soap and water



CS 316488A 06/10/2020

Cloth face coverings are not surgical masks or N-95 respirators, both of which should be saved for health care workers and other medical first responders.

For instructions on making a cloth face covering, see:

[cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

Go for healthy snacks when hunger hits

To snack, or not to snack?

In the past, typical meal plans for type 2 diabetes often called for two or three between-meal snacks each day. It was believed that snacks were necessary to help stabilize blood glucose levels.

Now we know that not everyone with diabetes (particularly type 2 diabetes) routinely needs between-meal snacks, especially if three regular meals are part of the day.

Listen to your body and watch your blood glucose patterns; let them be your guide when it comes to snacking. Here are three questions to ask yourself when considering a snack:

- Are you truly hungry? Keep in mind that snacks add extra calories. So if weight loss is one of your goals, plan for those extra snack calories by trimming calories elsewhere in the day.

- Do you need extra fuel for physical activity?
- Do you need extra carbohydrates to keep blood glucose levels in range?
- If the answer is “yes” to any of these questions, then it may be time for a snack.

What to snack on?

When hunger hits, select snacks with three simple things in mind:

- First - and this is especially important if you or a family member has diabetes - select snacks that promote keeping blood glucose in range.
- Second, snacks are a great opportunity to fit in a non-starchy vegetable or fruit.
- And lastly, snacks should be easy to prepare, satisfying, and tasty!

So, what to snack on? Here are 10 ideas to get you started. The carbohydrate content of these snack ideas



varies, so you may need to adjust amounts to what works best for you.

1. Air-popped or light microwave popcorn. Did you know you can pop plain popcorn kernels in a small brown paper sack? Pump up flavor with a sprinkle of black pepper and parmesan cheese. 3 cups will have about 15 grams

Snacks page 7

COVID-19

- Avoid touching your eyes, nose or mouth with unwashed hands.
- Cover coughs and sneezes with a tissue and then throw the tissue in the trash. If tissues are not available, cough and sneeze in your elbow. Do not cough and sneeze in your hands.

- Frequently clean and disinfect objects and surfaces using a regular household cleaning spray or wipe.
- Maintain at least 6 feet separation from others.
- Limit contact with people outside of your household. Avoid social visits.

- Limit visits and keep your distance from older relatives, especially those who are at a higher risk for developing serious COVID-19 illness.
- Avoid unnecessary travel.
- Stay home when you are sick, except to get medical care.

carbohydrate. This is a simple, tasty whole grain snack.

2. Fruit + protein. Apple or pear slices with reduced-fat cheddar cheese or a nut butter is another way to fit in a fruit with a little protein to make it more filling.

3. Bean dip + veggies. Hummus or other bean-based dip with fresh veggies is a great option for a high fiber snack. Great veggies for dipping in hummus are broccoli florets, colorful pepper strips or grape tomatoes.

4. Hardboiled eggs. It's a snack that's easy, inexpensive, portion-controlled and gives a protein boost. And fun for kids to peel and eat.

5. Olives. Olives make a great low-carb, Mediterranean-style snack that will satisfy your cravings for something salty. They're packed with healthy fats, but the calories can add up quickly, so watch your portion size.

6. Avocado. Another favorite Mediterranean-style snack is a sliced avocado drizzled with olive oil and

balsamic, a dash or garlic powder, or even a splash of hot sauce. Add chopped tomatoes for a mini avocado salad.

7. Tuna or salmon. You may find foil packs or mini cans of water-packed tuna or salmon or your pantry shelves. They make a great high protein, low carb snack that's packed with heart-healthy omega-3 fats. Eat it by itself, or use it to top whole-wheat crackers or sliced fresh veggies like cucumbers or tomatoes.

8. Fruit and yogurt parfait. Layer plain yogurt with fresh, unsweetened frozen, or canned fruit (canned in juice or water) for a sweet treat with no added sugar. Greek and Icelandic yogurts are lower in carbohydrate and richer in protein, so go for that if it's an option.

9. Vegetable juice. It doesn't get any easier to fit in a vegetable serving than with a can of low-sodium tomato or vegetable juice.

10. Toast + nut butter. Top a slice of

whole wheat or sprouted grain bread, or a whole-grain toaster waffle, with almond butter or peanut butter. You get a whole grain and a little protein and healthy fat from the nut butter.









Watch portion sizes!

Snacks are meant to be snack-sized! One tried and true strategy for managing portions is to purchase snacks in single servings if possible. Things like individual cups of yogurt or cottage cheese, mozzarella cheese sticks, or natural applesauce cups or cups of fruit packed in juice or water.


And if you think about it, many fresh fruits are perfectly portioned – a small apple, tangerine, a plum, or a small pear are a few examples.

A second strategy is to portion snacks yourself at home in zip-top bags or individual serving containers. Or, portion out one serving of a snack before eating. Eating straight out of the container can lead to mindless overeating.

Caring for someone who is sick with COVID-19









 Monitor the sick person for worsening symptoms. Know the emergency warning signs. Call a doctor if they are getting sicker.	 Make sure the sick person drinks a lot of fluids and rests at home.
 Have the sick person stay in one room and away from other people and yourself as much as possible.	 Wash laundry thoroughly. If laundry is soiled, wear disposable gloves when you touch it. Wash your hands after you remove your gloves.
 If possible, have the sick person use a separate bathroom . Avoid sharing personal items like dishes, towels, or bedding.	 Take extra germ-stopping precautions . Wash your hands and disinfect surfaces, objects, and surroundings.
 Have the sick person wear a cloth face covering when they are around people. If they can't put on a cloth face covering, you should wear one when around them.	 If someone in your house has COVID-19, it is best if all members of the house stay home and monitor themselves for symptoms.

COVID-19
CORONAVIRUS DISEASE 2019


 updated 04/13/20 1:00 pm

For updates and more information, visit dshs.texas.gov/coronavirus

Cómo atender a una persona que tiene COVID-19

 Vigile al enfermo para determinar si los síntomas empeoran. Conozca las señales de alerta de un caso de emergencia. Llame al médico si la persona empeora.	 Cuide que el enfermo tome suficientes líquidos y descance en casa.
 Aísle al enfermo en una habitación específica lejos de usted y de otras personas, tanto como le sea posible.	 Lave bien la ropa. Si la ropa está sucia, use guantes desechables para agarrarla. Lávese las manos después de quitarse los guantes.
 Si puede, designe un baño para el uso exclusivo de la persona enferma. Evite compartir artículos personales, como platos, toallas o ropa de cama.	 Practique medidas de precaución extra para eliminar los microbios. Lávese las manos y desinfecte las superficies, los objetos y el área a su alrededor.
 Pida al enfermo que se cubra la cara con una mascarilla de tela cuando esté con otras personas. Si el enfermo no puede ponerse una mascarilla de tela, usted debe usar una cuando tenga contacto cercano con él.	 Si una persona en su casa tiene COVID-19, lo mejor es que todos los miembros de la familia permanezcan en casa y se monitoreen en caso de que presenten síntomas.

COVID-19
CORONAVIRUS DISEASE 2019

 updated 04/13/20 1:00 pm

Para obtener más información, visite dshs.texas.gov/coronavirus-sp/

Beat the heat this summer with these tips

Everyone enjoys a little time in the sun, but many don't consider the potential dangers of spending just a few minutes unprotected.

Extreme heat occurs when temperatures reach very high levels, or when the combination of heat and humidity causes the air to become oppressive, according to the Centers for Disease Control and Prevention (CDC).

Extreme heat causes more deaths each year than hurricanes, lightning, tornadoes, earthquakes and floods, all combined.

Adults 65 and older, children younger than 4, people with existing medical problems such as heart disease and those without access to air conditioning are the most at risk.

It's important to stay cool. That means avoiding direct sunlight, wearing lightweight and light-colored clothing, taking cool showers or baths and not relying on a fan as the primary cooling device.

Drink plenty of water – more than you'd usually drink and don't wait until you're thirsty to drink more fluids. Avoid alcohol or liquids containing high amounts of sugar and remind others to drink enough water.

Hydration is key for those who work outdoors. Take a break in the shade if possible and know what to do in an emergency. Wear light-colored clothing and a wide-brimmed hat.

Choose a sunscreen with a SPF of 30 or higher that is water resistant and provides broad-spectrum coverage that offers protection from UVA and UVB rays. Apply sunscreen liberally before going outdoors. It takes about 15 minutes for skin to absorb the sunscreen.

Use enough sunscreen. Most adults need at least one



ounce of sunscreen, about the amount that fits in the palm of a hand, to cover the body, according to the American Academy of Dermatology.

Don't forget your ears and the tops of your feet. If you are bald or have thinning hair, apply the sunscreen to your head or wear a hat. Reapply sunscreen at least every two hours.

Heat exhaustion vs. heat stroke

Heat exhaustion and heat stroke are often confused. With heat exhaustion, the

person is sweating a lot and with heat stroke, the person has stopped sweating and is dry. If not treated, heat exhaustion may lead to heat stroke, or death.

Symptoms of heat exhaustion includes headaches, dizziness or lightheadedness, weakness, mood changes including irritability, confusion, upset stomach, vomiting, decreased or dark colored urine, fainting and pale clammy skin.

Mood changes including irritability and confusion are also symptoms of heat stroke, as well as dry, pale skin with no sweating, hot red skin that looks sunburned, seizures or fits and unconsciousness with no response.

For both heat exhaustion and heat stroke, move the victim to a cool shaded area. Do not leave the person alone. Loosen clothing and remove heavy clothing. Fan the person's body to help cool them and apply a wet cloth to the skin.

If the person is able to drink, give them cool water, unless they are sick to their stomach.

With a heat stroke, be sure to move any nearby objects away from the victim if symptoms include seizures or fits and use ice packs under the person's armpits and groin area.

Coastal Health & Wellness Updates

COVID-19 Activities

- Galveston County continues to offer free COVID-19 testing to Galveston County residents through an agreement with UTMB. On June 17th, testing options were expanded to include antibody testing. Testing is by appointment only and is being offered at three different UTMB locations (Galveston, League City and Texas City). A government issued form of identification is required at the time of testing to verify residency or employment within Galveston County.
- Coastal Health & Wellness medical teams have recently ramped up testing for COVID-19. In addition to providing testing to Coastal patients, drive thru testing at the Texas City clinic will also be another option for first responders who had a direct exposure.
- GCHD and Coastal staff from all areas continue to assist in the COVID-19 response efforts. Epidemiology staff held a COVID-19 training session for Health District and Coastal Health & Wellness staff on contact tracing, data entry and epidemiology investigations.
- An interlocal agreement was recently entered into between the County of Galveston and GCHD in which the County agreed to transfer up to \$183,180 (through CARES Act funding) to GCHD for additional personnel to assist in COVID-19 response efforts. Funding will be provided through the end of this calendar year to staff additional nurses, epidemiologists, a data entry specialist, and community health workers that will assist businesses and other organizations with questions related to COVID-19.
- The Health District will be transitioning daily COVID-19 reports into a new system that will provide new interactive graphs and various trends to the public.
- The Health District is planning to implement a new software system that will assist in the monitoring of COVID positive patients. After an initial baseline call, this system will allow us to setup a series of automated emails/calls to assist in monitoring patient symptoms up to deeming them recovered. This system will be funded through grant funding provided by DSHS.
- In an effort to keep staff and the public who enter our facilities safe, we have installed plexiglass barriers, sneeze guards and floor markers to emphasize social distancing in public areas. Employees and the public are also asked to wear a mask while inside our facilities.
- Employees are being asked to fill out a daily COVID-19 questionnaire regarding symptoms and travel and contact their supervisor immediately if they answer yes to any of the questions.

Insurance Contract Updates –

- Dr. Foreman- (Pending- Dentegra)

Medical

- Dr. McDill (Pending Community Health Choice)

Pending New/Evaluating Contracts:

- Memorial Hermann Health Plan- Contract under review
- Patient /Physician and Cooperatives (PPC)- Contract under review
- Oscar Health – Contract under review
- HealthSmart Preferred Care- Pending response from HealthSmart

Other Insurance Updates:

- A review of all insurance contracts and associated HEDIS or quality measures is currently in progress to assure compliance with industry and healthcare standards.
- Effective April 1, 2020 insured patients who receive lab services at Coastal Health & Wellness will be billed directly by LabCorp. Health insurance plans require that the party performing the actual medical service bill the insurance company directly for these performed services. Depending upon the insurance plan, some patients may receive a bill from LabCorp. In this event, charges will be discounted for those patients who have applied and qualify for a sliding fee discount.

Committees –**Quality Assurance/Risk Management Committee**

- The monthly meeting of the QA/Risk Management Committee was held on June 3, 2020. Standard monthly and quarterly reports were reviewed as well as new and/or updated policies and guidelines. Other items presented included internal audits, access to care reports, patient satisfaction survey results, and incident reports. Due to fewer in-person visits over the last month, it was decided that patient satisfaction surveys would be emailed to patients who had been seen either in person or had received a phone visit during the past month.

Infection Control / Environment of Care /Joint Commission Committee (IEJ)

- The monthly meeting of the Joint Commission/Infection Control/Environment of Care Committee was held on June 17, 2020. The Culture of Safety Survey results were presented and discussed. In addition, a report on process improvements in Coastal Health & Wellness in 2019-2020 was presented. Both of these reports will be reviewed with the Board QA Committee at their July meeting. Other topics discussed included the infection control audits, and environmental safety and compliance reports. Performance measure for the Environment of Care Plans were reviewed and measures were within stated goals.

Patient Centered Medical Home (PCMH) Committee

- Progress continues to be made on the PCMH self-assessment tool. Most of the components required for certification are in place. During the Intra-Cycle Monitoring (ICM) site visit in March, the Joint Commission surveyor provided information on what to expect during

PCHM accreditation visits. Currently there are no mock site visits offered by Joint Commission (JC). To have a PCMH survey done at CHW, it can either be added to our next regular survey (the window for this is open from now through Feb 2021) or it can be a separate survey, which would be requested through the CHW account representative at JC. Two of the major focus areas for surveyors are (1) health care literacy assessment and (2) setting of self-management goals for patients (provider driven). Suggestions were given by the surveyor on literacy tools available through Agency for Healthcare Research and Quality (AHRQ.). Another area of interest is follow-up of referrals; the target goal is 4 days, but the surveyor stated JC is aware that this is a huge challenge for organizations.

HRSA Deliverables / Updates –

- We continue to acquire equipment and supplies budgeted through the Capital Assistance for Hurricane Response and Recovery Efforts (CARE) grant. We have currently spent \$325,158.16 through 5/31/20 of the \$337,012 initially awarded. All grant funds must be spent by August 31, 2020.
- Through 5/31/20, we have expended \$10,491.94 of the \$23,172 awarded to us by HRSA for one-time quality improvement (QI) funds.
- On 4/23/20, a budget was submitted to HRSA in response to funding awarded through the FY2020 Coronavirus Supplemental Funding for Health Centers. The award was issued 3/19/20 in the amount of \$79,990. As of 5/31/20, \$16,231 has been expended.
- On 5/8/20, a budget was submitted to HRSA in response to funding awarded through the Health Center Coronavirus Aid, Relief, and Economic Security (CARES)) Act Funding. The award was issued 4/3/20 in the amount of \$971,360. As of 5/31/20, \$151,542 has been expended.
- On 5/4/20, Coastal Health & Wellness received a notice of grant award from HRSA in the amount of \$280,624 for the FY2020 Expanding Capacity for Coronavirus Testing (ECT). The ECT notice of award includes multiple reporting requirements, including the ECT Response Reporting Requirement due in EHBs on Saturday, June 6. No costs had been funded through this grant as of 5/31/20.
- As part of the COVID-19 emergency response efforts, HRSA has been asking health centers to fill out a weekly survey to help track health center capacity and the impact of COVID-19 on health center operations, patients, and staff. HRSA will use the information collected to better understand training and technical assistance, funding and other health center resource needs.
- The 2021 FTCA deeming application is due July 13, 2020.
- Although HRSA site visits have been postponed, we continue to meet internally to review program elements.

Miscellaneous Updates –

- We are happy to report that we received notice on 6/17/20 that the application we submitted to the Federal Communications Commission on 4/13/20 for telehealth equipment in the amount of \$226,387 was awarded to Coastal Health & Wellness. This equipment will facilitate provider-patient consultations for chronic health conditions as well as medication management.

- In addition to the HRSA grant awards recently received for the COVID-19 response, Coastal Health & Wellness has received provider stimulus payments of \$164,871 to assist with future shortfalls or needs.
- In an effort to keep all staff and patients safe throughout the COVID-19 pandemic, we have initiated new clinic processes, which include appointments only (no walk-ins); pre-screening of patients before entering the building; and hand sanitizing before entry. Also, anyone entering the building must wear a mask. We have also installed plexiglass barriers, sneeze guards, and floor markers to emphasize social distancing. In addition, we will be offering express check-in services which will allow patients to check-in by telephone from the parking lot.
- Dental services resumed in the Galveston clinic on 6/8/20 and medical services resumed on 6/15/20.
- To continue to minimize in-person services as much as possible, patient services staff have been working with patients remotely to obtain registration and financial screening documents. This has helped reduce clinic traffic and has allowed us to obtain all necessary paperwork prior to the patients visit. Future enhancements are planned as we roll out the new patient portal.
- We are receiving many requests from new patients to establish care with Coastal Health & Wellness. We are working to get these patients scheduled as quickly as possible.
- We continue to work towards transitioning to the new patient portal system (Medfusion) with a planned go live date of 7/15/20. In the coming weeks, a message will be sent to all current portal users announcing the launch of the new system and letting patients know that an invitation enrollment email will be sent to them. The new portal is a secure internet application that will be more user friendly and will allow users to:
 - Send a message to their medical provider, nurse, billing department or referral department
 - Schedule and view appointments
 - Request a prescription refill
 - View a summary of their health record and lab results
 - Look up information about health topics
 - View and pay your statement online
 - Receive appointment reminders (at no additional cost to us)
- TACHC has been providing many resources to Health Centers in response to COVID-19. Conference calls/webinars have been very helpful in keeping health centers informed of funding and PPE opportunities to assist in our response efforts.

Communications –

- Communication continues to focus on CHW services up and running, COVID-19 topics including daily case updates, testing information and overall education on how to limit and slow the spread of the virus.
- The communications department puts out a case update daily around 5 p.m. that includes an update on all our case numbers with graphics focused on total cases and those who have recovered. There are also various charts and graphs that break down that same information. This is all shared with communication stakeholders at the county and cities, media and on the health district's website and social media channels.
- Non-COVID-19 daily report related social media posts include:

- Daily posts focused on stopping of spread COVID-19 through face coverings, social distancing, hand hygiene, etc.
- Various COVID-19 testing opportunities in the county
- Antibody testing availability in the county
- Caring for someone sick with COVID-19
- Tips for essential business
- Messages targeting at-risk populations
- Heat safety tips
- CHW is hiring
- #Take10 – exercising and staying healthy
- Move More: American Heart Association video series
- Weekly Chew on This campaign
- National Hydration Day
- Handling stress
- CHW clinic services
- National Men’s Health Week
- CHW therapy services available

CHW Career Opportunities:

May 20-June 16, 2020

- **Employee Onboarding** – Human Resources conducted new employee orientation for the following employee(s):
 - None
- **Job Offers** – The following candidate(s) were extended job offers and have future start dates:
 - None currently
- **Current Vacancies:**
 - Dental
 - Dental Assistant full-time temp position (1)

Due to changes in operations related to COVID-19, some positions not listed above have been frozen pending further evaluation.

CHW Executive Contract Report: June 2020

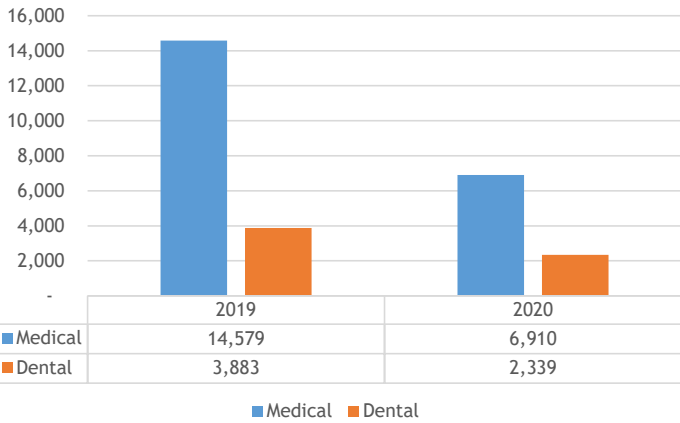
- The Health District entered into a Cloud Communications agreement with Granicus, Inc., which currently hosts the Health District’s website. The cloud Software-as-a-Service (SaaS) solution will enable the Health District to connect with a variety of different audiences through numerous mediums including email, the GovDelivery network, rich SMS, and text-to-subscribe functionalities. Additionally, SaaS adds streamlined marketing capabilities for the Health District that incorporate greater degrees of market segmentation, personalization, message testing, and mobile engagement. The contract consists of a one-time setup fee of \$7,500, and an annual subscription charge of \$15,700 which can be renewed at the District’s discretion.

- The Health District renewed its Webservices Hosting Agreement with Granicus, Inc. for five-years, which also includes terms for a full website redesign. This redesign will incur a one-time budgeted charge of \$40,000.00, and hosting costs will be occur annually for five years starting at \$8,423.10 and increasing 5% over each of the subsequent four years thereafter.
- Coastal Health & Wellness signed three maintenance agreements with XEC Medical Imaging Specialists for requisite annual updates, inspections, and potentially necessary repairs to the medical and dental X-ray equipment, as well as for the lab's Fuji system. The aggregate cost of these three agreements, which were budgeted, is \$70,630– which is the same amount that was paid during the prior year.
- Coastal Health & Wellness signed a Staffing Agreement with LocumTenans.com, which will supply Coastal Health & Wellness a locum provider to work approximately twenty-four hours per week and work with patients experiencing COVID related symptoms.

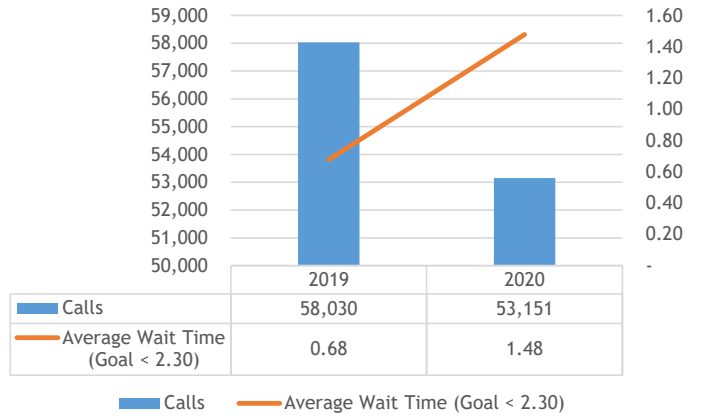
May 2020 Report
 YTD Comparison Report (May 2020)

Patient Services - Patients Checked-In	2019	2020	% Change
Medical	14,579	6,910	-53%
Dental	3,883	2,339	-40%
Contact Center	2019	2020	% Change
Calls	58,030	53,151	-8.4%
Average Wait Time (Goal < 2.30)	0.68	1.48	118%
Electronic Records	2019	2020	% Change
Record Requests	4,694	4,525	-3.6%
County Indigent Program	2019	2020	% Change
Applied	717	500	-30%
Referrals	963	503	-48%
Avg Total Patients on Program	264	244	-8%
Case Management	2019	2020	% Change
Referrals	4366	1931	-56%

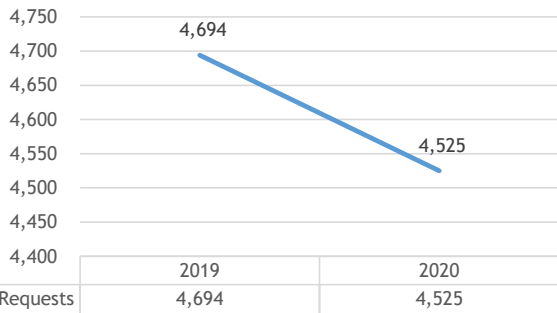
Patient Services-Total Patients Checked-In



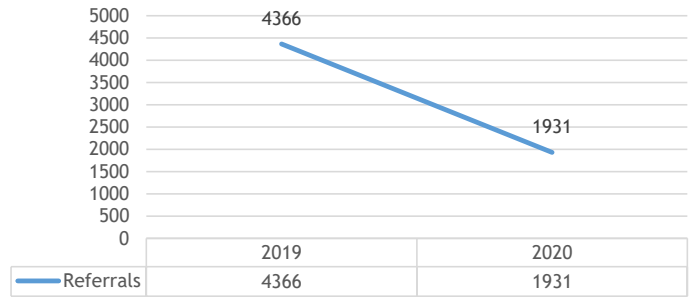
Contact Center - Calls and Wait Time



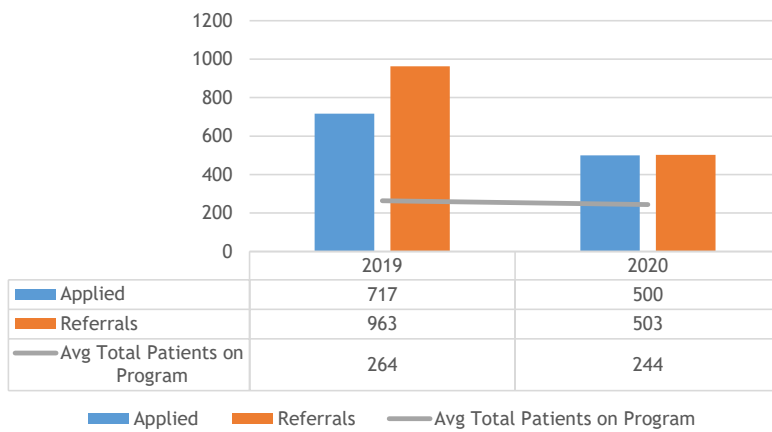
Electronic Record Requests



Case Management Referrals



County Indigent Program



[Back to Agenda](#)



COASTAL HEALTH & WELLNESS

GOVERNING BOARD

9850-A.106 Boardroom Emmett F. Lowry Expressway, Texas City

**Governing Board
June 2020
Item#6
Consider for Approval May 2020
Financial Report**

COASTAL HEALTH & WELLNESS

Governing Board



FINANCIAL SUMMARY

For the Period Ending

May 31, 2020

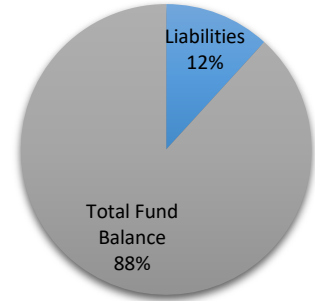
June 25, 2020

GCHD Board Room | 9850-A Emmett F. Lowry Expy. | Texas City, TX 77591

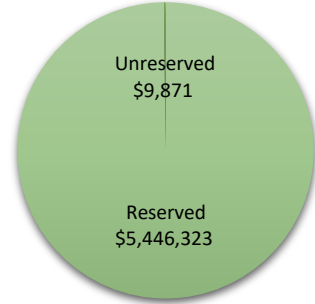
CHW - BALANCE SHEET as of May 31, 2020

	Current Month May-20	Prior Month Apr-20	Increase (Decrease)
ASSETS			
Cash & Cash Equivalents	\$5,446,077	\$5,336,262	\$109,815
Accounts Receivable	1,478,098	1,485,851	(7,753)
Allowance For Bad Debt	(941,066)	(926,612)	(14,454)
Pre-Paid Expenses	232,611	86,308	146,302
Due To / From	(31,272)	37,991	(69,263)
Total Assets	\$6,184,448	\$6,019,801	\$164,647
LIABILITIES			
Accounts Payable	\$144,031	\$147,306	(\$3,275)
Accrued Salaries	398,704	330,557	68,147
Deferred Revenues	185,519	103,053	82,466
Total Liabilities	\$728,254	\$580,917	\$147,338
FUND BALANCE			
Fund Balance	\$5,628,397	\$5,628,397	\$0
Current Change	(172,203)	(189,513)	17,310
Total Fund Balance	\$5,456,194	\$5,438,884	\$17,310
TOTAL LIABILITIES & FUND BALANCE	\$6,184,448	\$6,019,801	\$164,647

Current Period Assets



Total Fund Balance

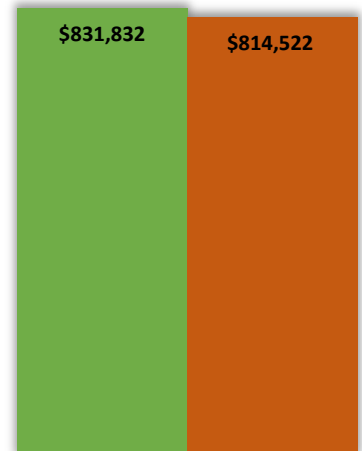


CHW - REVENUE & EXPENSES as of May 31, 2020

	Actual May-20	Budgeted May-20	PTD Budget Variance	YTD Budget Variance
REVENUE				
County Revenue	\$311,222	\$311,222	\$0	\$0
DSRIP Revenue	0	65,833	(65,833)	(131,667)
HHS Grant Revenue	315,782	260,617	55,166	133,295
Patient Revenue	162,468	317,112	(154,644)	(296,909)
Other Revenue	42,359	10,827	31,533	30,398
Total Revenue	\$831,832	\$965,611	(\$133,779)	(\$264,883)
EXPENSES				
Personnel	\$582,855	\$632,211	\$49,356	\$7,350
Contractual	27,204	70,723	43,519	64,438
IGT Reimbursement	0	25,747	25,747	51,495
Supplies	62,844	104,826	41,982	81,271
Travel	164	4,533	4,370	8,222
Bad Debt Expense	14,454	33,605	19,151	39,877
Other	127,002	93,966	(33,036)	(32,983)
Total Expenses	\$814,522	\$965,611	\$151,089	\$219,670
CHANGE IN NET ASSETS	\$17,310	\$0	\$17,310	(\$45,213)

Current Month Actuals

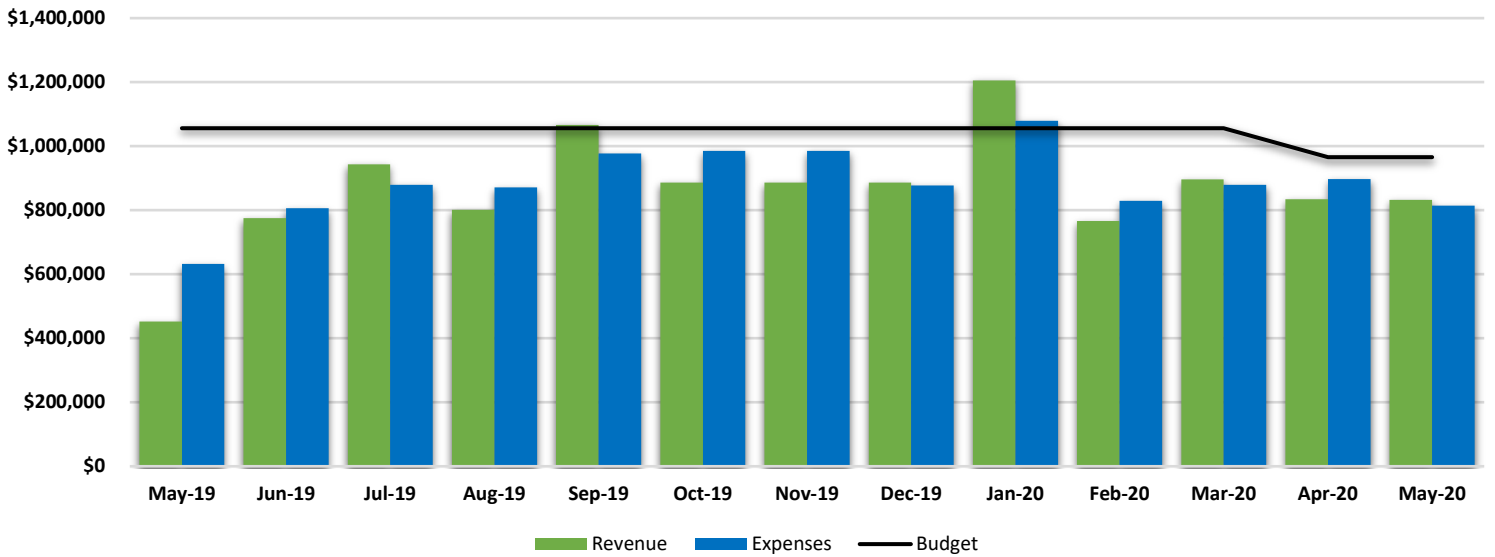
■ Revenue ■ Expenses



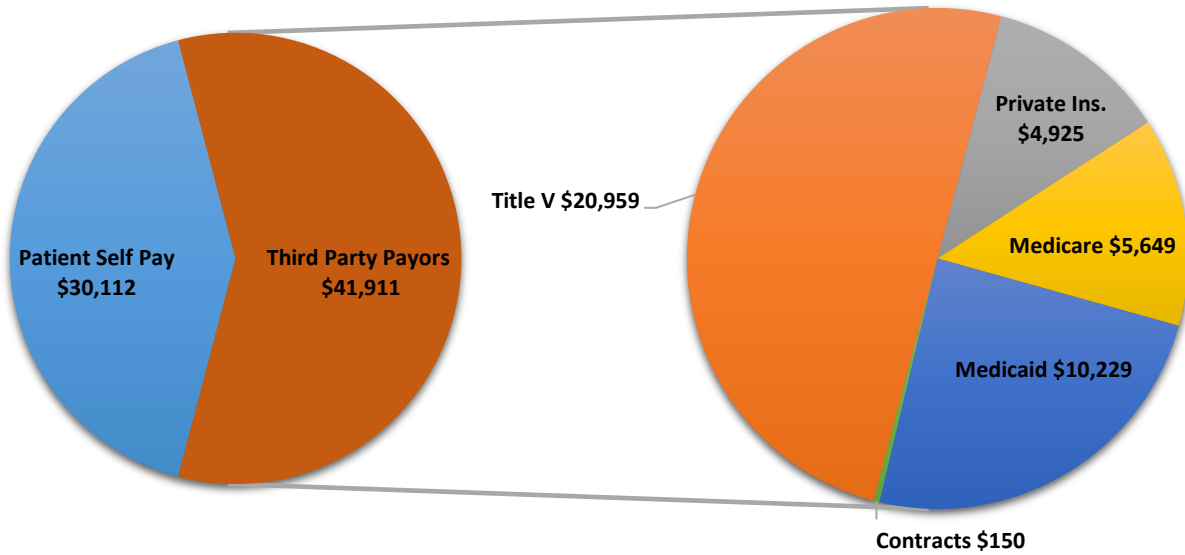
HIGHLIGHTS

- MTD Increase in Fund Balance of \$17,310.
- MTD revenues were (\$133,779) lower than budget. Large decrease in patient visit numbers due to COVID account for reduced patient revenues. Additional funding of \$55,166 from HRSA grants accounted for increase in HHS grant revenue. Increase in Other Revenue of \$31,533 was Direct Relief funds used to cover IT expenses. DSRIP revenue, which is evenly budgeted across 12 months, accounts for (\$65,883) variance.
- YTD Revenues were (\$264,883) lower than budget. Decreases in patient visits account for (\$296,909) variance, which was offset by higher HHS Grant Revenue of \$133,295, and Other Revenue of \$30,398. DSRIP revenue, which is evenly budgeted across 12 months, accounts for the (\$131,667) budget
- MTD expenses were \$151,089 under budget. Savings were realized across Personnel, Contractual, IGT, Supplies, Travel and Bad Debt, which offset higher expenses of (\$35,348) for IT equipment. The equipment was covered by Direct Relief funding.
- YTD Expenses were \$219,670 under budget. Savings were realized across all categories except Other. IT equipment expenditures (\$35,348) account for the Other category budget variance. The equipment expense was covered by Direct Relief funding.
- YTD Decrease in fund balance of (\$172,203). Total Fund Balance of \$5,456,194 as of 5/31/2020.

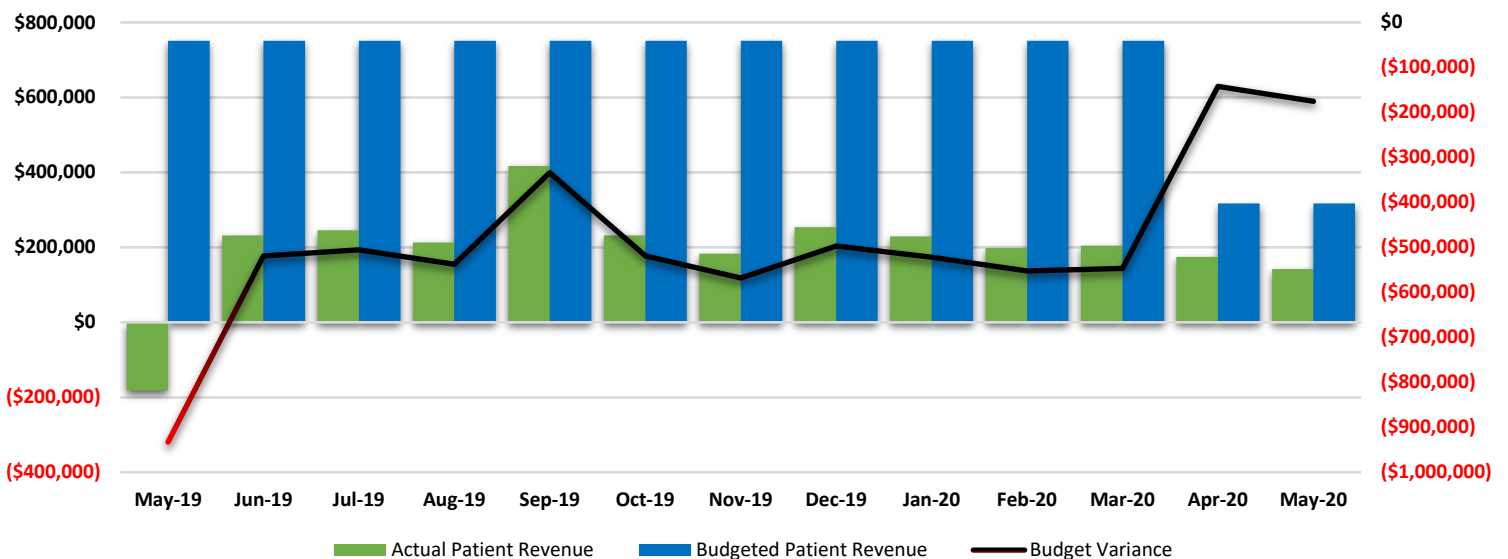
Actual Revenue & Expenses in Comparison to Budget

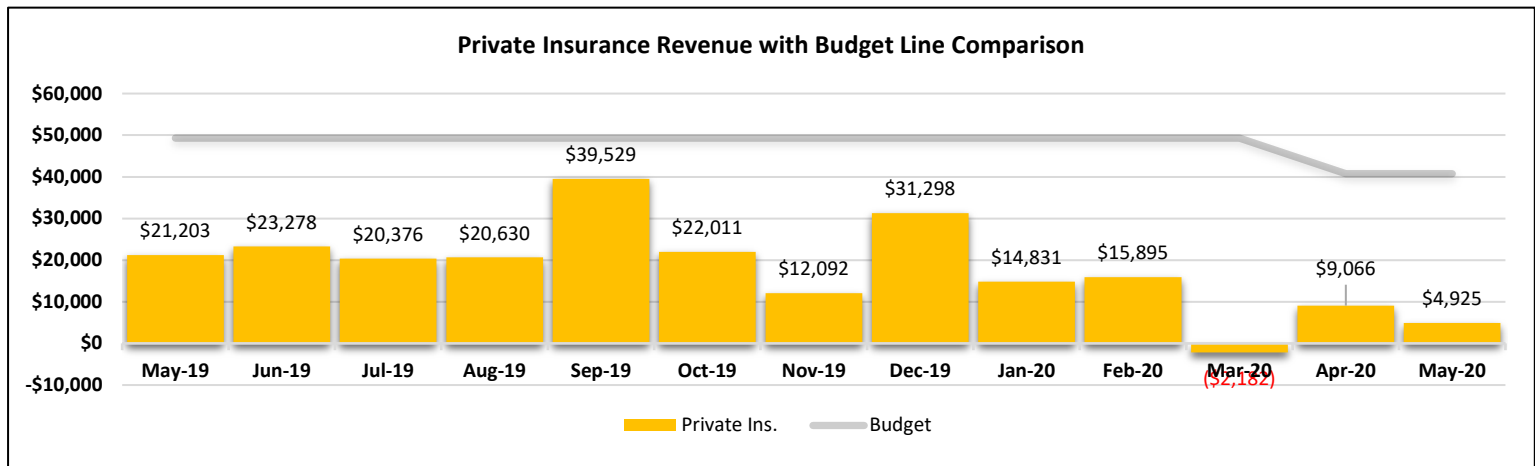
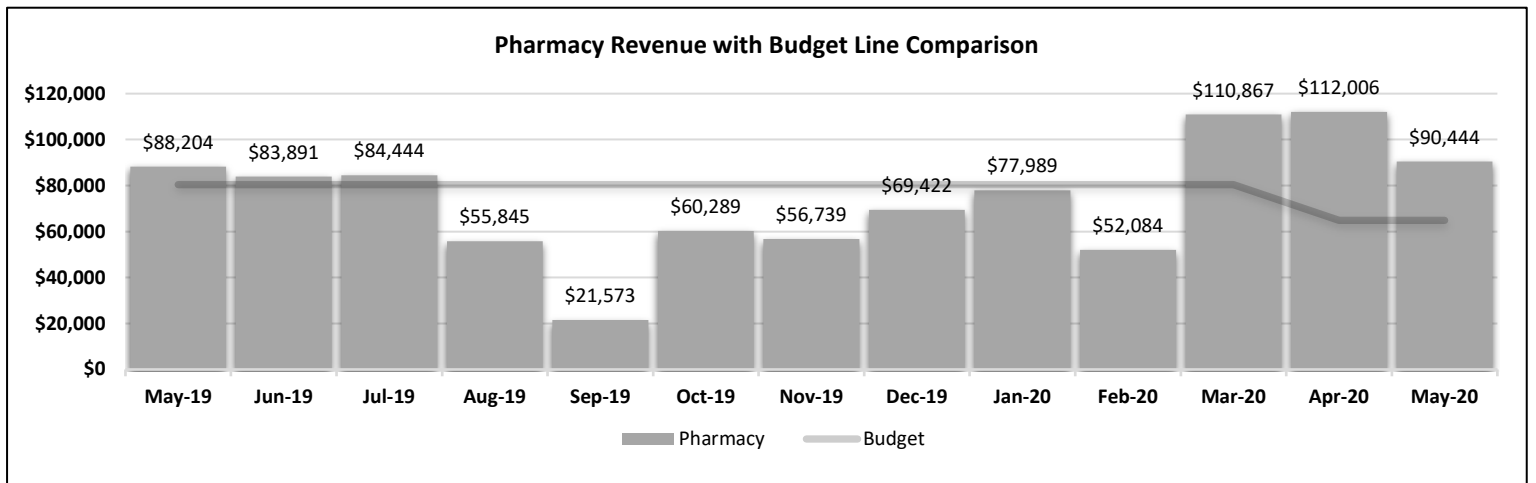
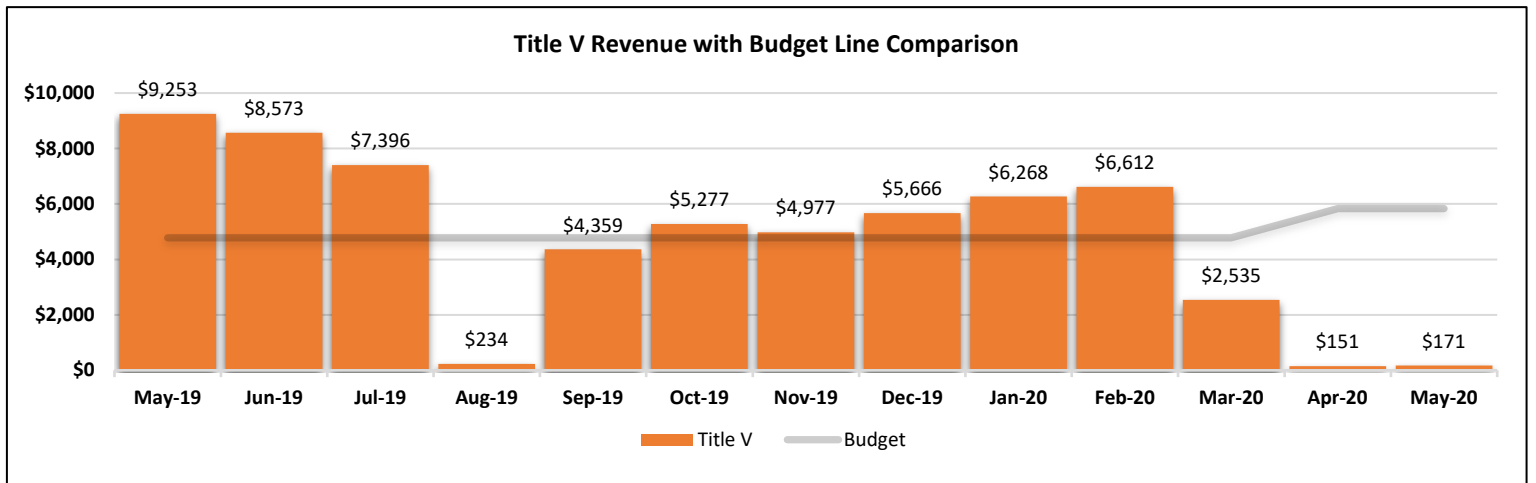
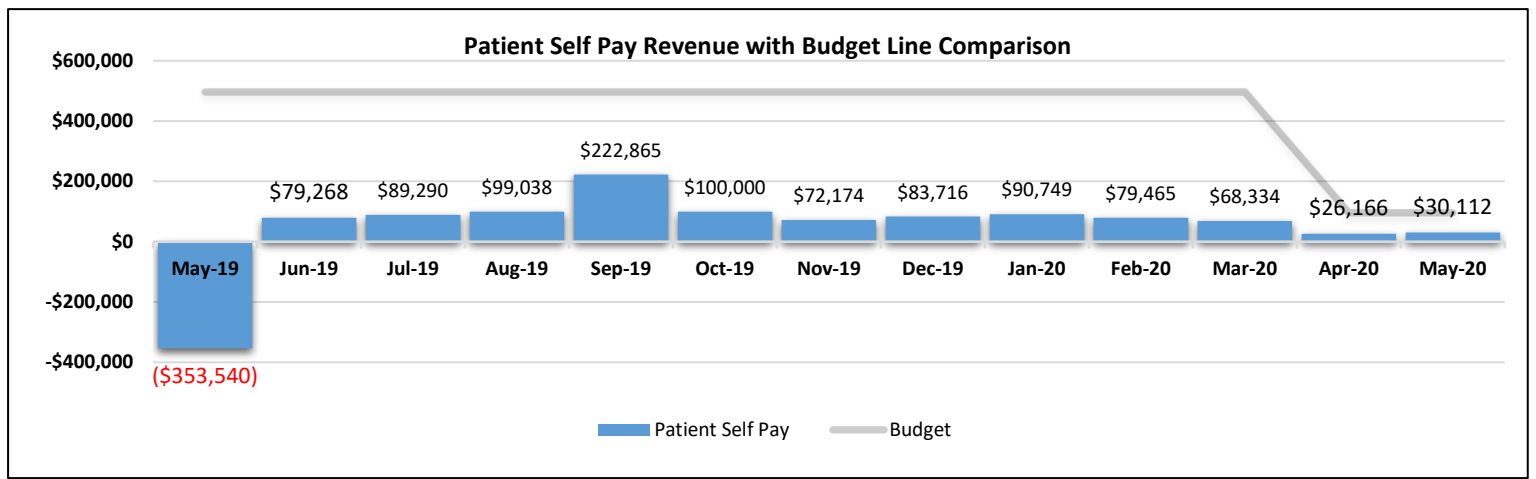


Current Period Patient Revenue with Third Party Payor Contributions Identified

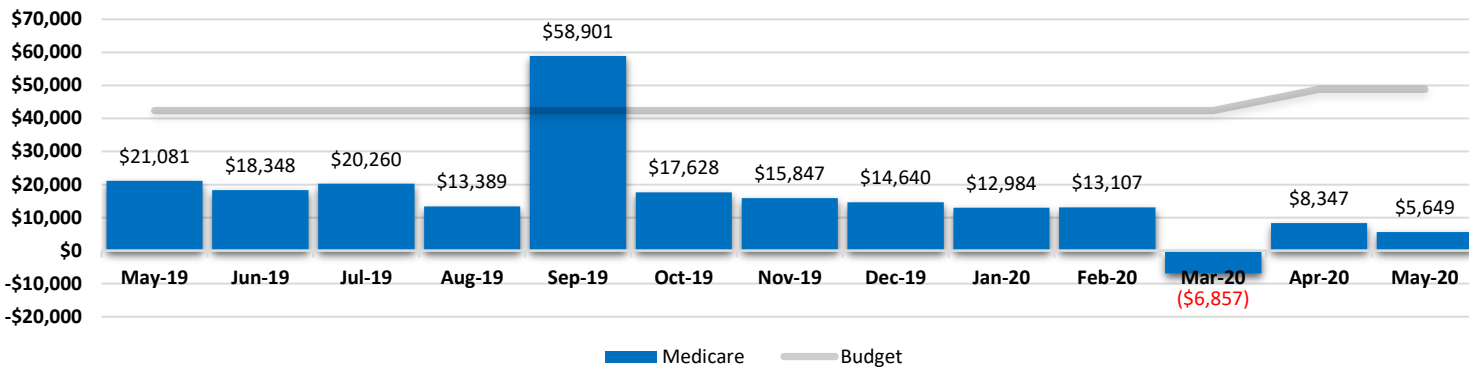


Actual Patient Revenue Rec'd vs Budget with Variance

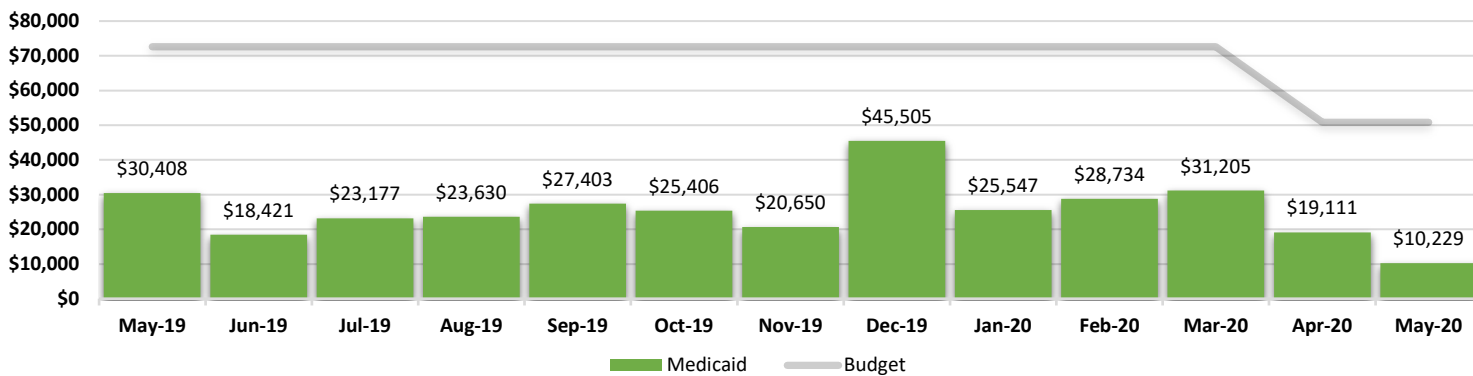




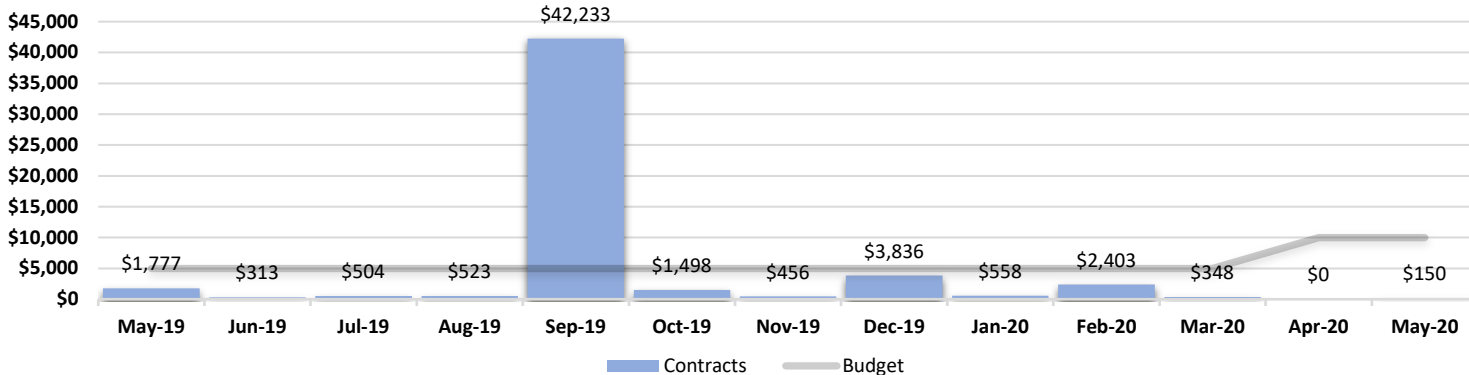
Medicare Revenue with Budget Line Comparison



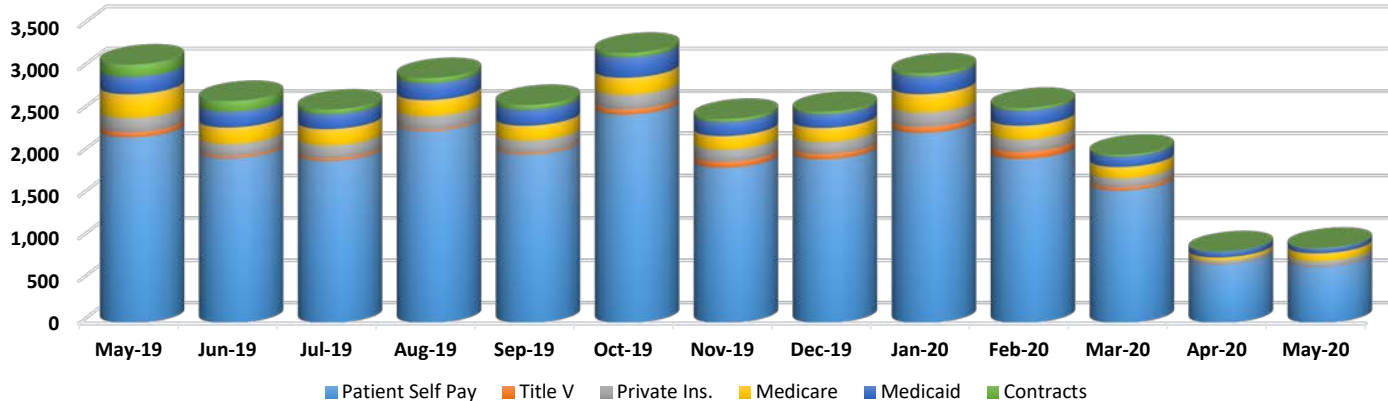
Medicaid Revenue with Budget Line Comparison



Contract Revenue with Budget Line Comparison



Total Number of Patient Visits



Coastal Health & Wellness								
Statement of Revenue and Expenses for the Period ending May 31, 2020								
		Period Ending	MTD	MTD Budget	YTD	YTD	YTD Budget	Annual
	Description	5/31/2020	Budget	Variance	Actual	Budget	Variance	Budget
Grouping	REVENUE							
HRSA	HHS GRANT REVENUE - Federal	\$315,782	\$260,617	\$55,166	\$654,528	\$521,233	\$133,295	\$3,127,400
	HHS GRANT REVENUE - BASE	\$213,070	\$260,617	(\$47,546)	\$451,280	\$521,233	(\$69,954)	\$3,127,400
	HHS GRANT REVENUE - SUD-MH	\$15,087	\$0	\$15,087	\$28,898	\$0.00	\$28,898	\$0
	HHS GRANT REVENUE - Care	\$6,578	\$0	\$6,578	\$6,578	\$0.00	\$6,578	\$0
	HHS GRANT REVENUE - QI 2019	\$0	\$0	\$0	\$0	\$0.00	\$0	\$0
	COVID Supplemental	\$8,029	\$0	\$8,029	\$16,231	\$0.00	\$16,231	\$0
	CARES ACT	\$73,018	\$0	\$73,018	\$151,542	\$0.00	\$151,542	\$0
Patient Rev	GRANT REVENUE - Title V	\$20,959	\$5,833	\$15,125	\$21,109	\$11,667	\$9,443	\$70,000
Patient Rev	PATIENT FEES	\$30,112	\$96,014	(\$65,902)	\$56,278	\$192,028	(\$135,749)	\$1,152,165
Patient Rev	PRIVATE INSURANCE	\$4,925	\$40,750	(\$35,825)	\$13,991	\$81,500	(\$67,509)	\$489,000
Patient Rev	PHARMACY REVENUE - 340b	\$90,444	\$64,874	\$25,570	\$202,450	\$129,748	\$72,702	\$778,488
Patient Rev	MEDICARE	\$5,649	\$48,826	(\$43,177)	\$13,996	\$97,652	(\$83,656)	\$585,910
Patient Rev	MEDICAID	\$10,229	\$50,828	(\$40,599)	\$29,340	\$101,655	(\$72,315)	\$609,930
Other Rev.	LOCAL GRANTS & FOUNDATIONS	\$34,567	\$1,351	\$33,217	\$35,348	\$2,701	\$32,647	\$16,208
Other Rev.	MEDICAL RECORD REVENUE	\$1,367	\$1,500	(\$133)	\$2,398	\$3,000	(\$603)	\$18,000
Other Rev.	MEDICAID INCENTIVE PAYMENTS	\$0	\$0	\$0	\$439	\$0	\$439	\$0
County	COUNTY REVENUE	\$311,222	\$311,222	\$0	\$622,445	\$622,445	\$0	\$3,734,667
DSRIP	DSRIP REVENUE	\$0	\$65,833	(\$65,833)	\$0	\$131,667	(\$131,667)	\$790,000
Other Rev.	MISCELLANEOUS REVENUE	\$10	\$0	\$10	\$1,253	\$0	\$1,253	\$0
Other Rev.	OTHER REVENUE - SALE OF FIXED ASSET	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Rev.	INTEREST INCOME	\$6,119	\$7,500	(\$1,381)	\$12,013	\$15,000	(\$2,987)	\$90,000
Patient Rev	CONTRACT REVENUE	\$150	\$9,987	(\$9,837)	\$150	\$19,975	(\$19,825)	\$119,848
Other Rev.	LOCAL FUNDS / OTHER REVENUE	\$296	\$476	(\$180)	\$600	\$952	(\$352)	\$5,712
Other Rev.	CONVENIENCE FEE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Rev.	Fund Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Revenue	\$831,832	\$965,611	(\$133,779)	\$1,666,338	\$1,931,221	(\$264,883)	\$11,587,328
	EXPENSES							
Personnel	SALARIES	\$480,700	\$502,875	\$22,175	\$1,022,230	\$1,005,749	(\$16,481)	\$6,034,494
Personnel	SALARIES, Merit Compensation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Personnel	SALARIES, PROVIDER INCENTIVES	\$0	\$6,500	\$6,500	\$0	\$13,000	\$13,000	\$78,000
Personnel	SALARIES, supplemental	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Personnel	SALARIES, O/T	\$1,450	\$3,750	\$2,300	\$2,959	\$7,500	\$4,541	\$45,000
Personnel	SALARIES, PART-TIME	\$9,577	\$15,788	\$6,210	\$21,187	\$31,575	\$10,388	\$189,451
Personnel	Comp Pay	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
Personnel	FICA EXPENSE	\$36,221	\$40,460	\$4,239	\$77,586	\$80,921	\$3,334	\$485,525
Personnel	TEXAS UNEMPLOYMENT TAX	\$170	\$1,113	\$943	\$15,112	\$2,226	(\$12,886)	\$13,357
Personnel	LIFE INSURANCE	\$1,512	\$1,285	(\$227)	\$3,045	\$2,570	(\$476)	\$15,418
Personnel	LONG TERM DISABILITY INSURANCE	\$1,102	\$1,206	\$105	\$2,224	\$2,413	\$189	\$14,477
Personnel	GROUP HOSPITALIZATION INSURANC	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Personnel	WORKER'S COMP INSURANCE	\$1,354	\$1,586	\$232	\$2,869	\$3,172	\$303	\$19,034
Personnel	EMPLOYER PAID HEALTH INSURANCE	\$33,017	\$40,108	\$7,090	\$66,030	\$80,215	\$14,185	\$481,290
Personnel	EMPLOYER SPONSORED HEALTHCARE	\$5,669	\$5,852	\$183	\$14,594	\$11,704	(\$2,890)	\$70,221
Personnel	HRA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Personnel	PENSION / RETIREMENT	\$10,859	\$11,689	\$830	\$23,115	\$23,377	\$262	\$140,264
Contractual	OUTSIDE LAB CONTRACT	(\$4,370)	\$25,125	\$29,495	\$5,399	\$50,250	\$44,851	\$301,500
Contractual	OUTSIDE X-RAY CONTRACT	(\$720)	\$3,000	\$3,720	\$1,656	\$6,000	\$4,344	\$36,000
Contractual	MISCELLANEOUS CONTRACT SERVICES	\$17,796	\$16,543	(\$1,253)	\$39,897	\$33,086	(\$6,811)	\$198,516
Personnel	TEMPORARY STAFFING	\$1,224	\$0	(\$1,224)	\$6,120	\$0	(\$6,120)	\$0
Contractual	CHW CONTRACT BILLING SERVICE	\$1,937	\$8,000	\$6,063	\$4,905	\$16,000	\$11,095	\$96,000
IGT	IGT REIMBURSEMENT	\$0	\$25,747	\$25,747	\$0	\$51,495	\$51,495	\$308,969
Contractual	JANITORIAL CONTRACT	\$10,423	\$14,000	\$3,577	\$20,936	\$28,000	\$7,064	\$168,000
Contractual	PEST CONTROL	\$80	\$80	(\$0)	\$160	\$160	(\$0)	\$960
Contractual	SECURITY	\$2,058	\$3,975	\$1,917	\$4,054	\$7,950	\$3,896	\$47,700
Supplies	OFFICE SUPPLIES	\$9,251	\$6,883	(\$2,368)	\$10,506	\$13,767	\$3,261	\$82,600
Supplies	OPERATING SUPPLIES	\$20,686	\$21,900	\$1,214	\$38,038	\$43,800	\$5,762	\$262,800
Supplies	OUTSIDE DENTAL SUPPLIES	\$0	\$3,350	\$3,350	\$1,479	\$6,700	\$5,221	\$40,200
Supplies	PHARMACEUTICAL SUPPLIES	\$32,906	\$71,992	\$39,086	\$78,339	\$143,984	\$65,645	\$863,906
Supplies	JANITORIAL SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supplies	PRINTING SUPPLIES	\$0	\$465	\$465	\$18	\$930	\$912	\$5,580
Supplies	UNIFORMS	\$0	\$235	\$235	\$0	\$470	\$470	\$2,820
Other	POSTAGE	\$526	\$833	\$307	\$1,056	\$1,667	\$610	\$10,000
Other	TELEPHONE	\$3,436	\$4,405	\$969	\$6,942	\$8,810	\$1,868	\$52,860
Other	WATER	\$31	\$31	\$1	\$61	\$62	\$1	\$372
Other	ELECTRICITY	\$920	\$2,000	\$1,080	\$1,803	\$4,000	\$2,197	\$24,000
Travel	TRAVEL, LOCAL	\$164	\$383	\$220	\$688	\$767	\$79	\$4,600
Travel	TRAVEL, OUT OF TOWN	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel	LOCAL TRAINING	\$0	\$2,933	\$2,933	\$157	\$5,867	\$5,710	\$35,200
Travel	TRAINING, OUT OF TOWN	\$0	\$1,217	\$1,217	\$0	\$2,433	\$2,433	\$14,600
Other	RENTALS	\$3,059	\$3,200	\$141	\$6,191	\$6,400	\$209	\$38,400
Other	LEASES	\$43,121	\$43,122	\$1	\$86,241	\$86,244	\$3	\$517,464

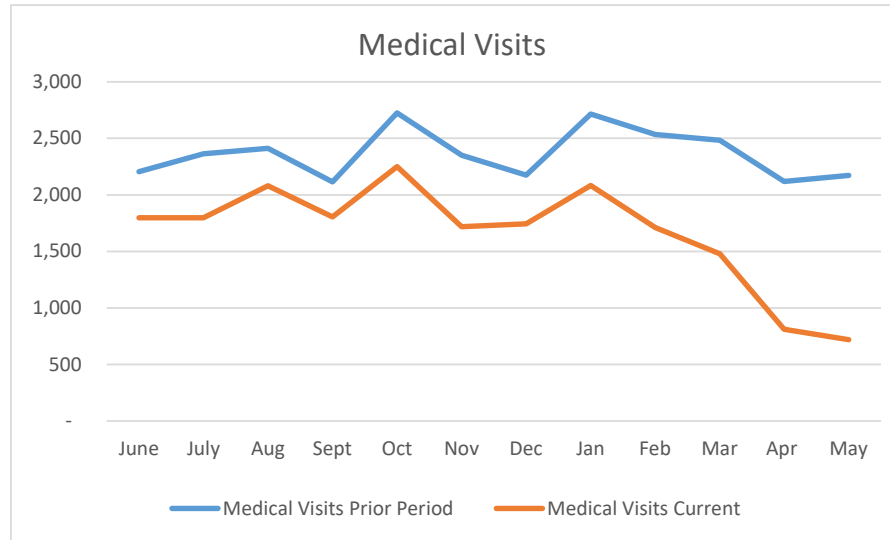
Coastal Health & Wellness

Statement of Revenue and Expenses for the Period ending May 31, 2020

		<i>Period Ending</i>	<i>MTD</i>	<i>MTD Budget</i>	<i>YTD</i>	<i>YTD</i>	<i>YTD Budget</i>	<i>Annual</i>
	<i>Description</i>	<i>5/31/2020</i>	<i>Budget</i>	<i>Variance</i>	<i>Actual</i>	<i>Budget</i>	<i>Variance</i>	<i>Budget</i>
Other	MAINTENANCE / REPAIR, EQUIP.	\$6,122	\$7,120	\$998	\$12,008	\$14,241	\$2,233	\$85,444
Other	MAINTENANCE / REPAIR, AUTO	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	FUEL	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	MAINTENANCE / REPAIR, BLDG.	\$0	\$417	\$417	\$0	\$833	\$833	\$5,000
Other	MAINT/REPAIR, IT Equip.	\$35,348	\$0	(\$35,348)	\$36,129	\$0	(\$36,129)	\$0
Other	MAINTENANCE / Preventative, AUTO	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	INSURANCE, AUTO/Truck	\$10	\$12	\$2	\$21	\$24	\$3	\$144
Other	INSURANCE, GENERAL LIABILITY	\$1,051	\$1,125	\$74	\$2,102	\$2,250	\$148	\$13,500
Other	INSURANCE, BLDG. CONTENTS	\$1,430	\$1,535	\$105	\$2,860	\$3,070	\$210	\$18,420
Other	Settlements	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	COMPUTER EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	OPERATING EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	BUILDING IMPROVEMENTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	NEWSPAPER ADS	\$129	\$1,800	\$1,671	\$199	\$3,600	\$3,401	\$21,600
Other	SUBSCRIPTIONS, BOOKS, ETC	\$210	\$248	\$38	\$545	\$495	(\$50)	\$2,970
Other	ASSOCIATION DUES	\$2,667	\$2,849	\$182	\$5,333	\$5,698	\$364	\$34,186
Other	IT SOFTWARE, LICENSES, INTANGIBLES	\$24,223	\$20,979	(\$3,244)	\$42,965	\$41,957	(\$1,008)	\$251,744
Other	PROF FEES/LICENSE/INSPECTIONS	\$240	\$155	(\$86)	\$924	\$309	(\$615)	\$1,854
Other	PROFESSIONAL SERVICES	\$3,140	\$2,202	(\$938)	\$6,501	\$4,403	(\$2,097)	\$26,420
Other	MED/HAZARD WASTE DISPOSAL	\$372	\$550	\$179	\$743	\$1,100	\$357	\$6,600
Other	TRANSPORTATION CONTRACT	\$126	\$625	\$499	\$126	\$1,250	\$1,124	\$7,500
Other	BOARD MEETING OPERATIONS	\$0	\$29	\$29	\$0	\$58	\$58	\$350
Other	SERVICE CHG - CREDIT CARDS	\$452	\$730	\$278	\$1,114	\$1,460	\$346	\$8,760
Other	CASHIER OVER / SHORT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	LATE CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	BAD DEBT EXPENSE	\$14,454	\$33,605	\$19,151	\$27,333	\$67,210	\$39,877	\$403,258
Other	MISCELLANEOUS EXPENSE	\$390	\$0	(\$390)	\$7,050	\$0	(\$7,050)	\$0
	Total Expenses	\$814,522	\$965,611	\$151,089	\$1,711,551	\$1,931,221	\$219,670	\$11,587,328
	Net Change in Fund Balance	\$17,310	\$0	\$17,310	(\$45,213)	\$0	(\$45,213)	\$0
			Expenses Fund Bal. Reserve		\$0			
		\$17,310			(\$45,213)			

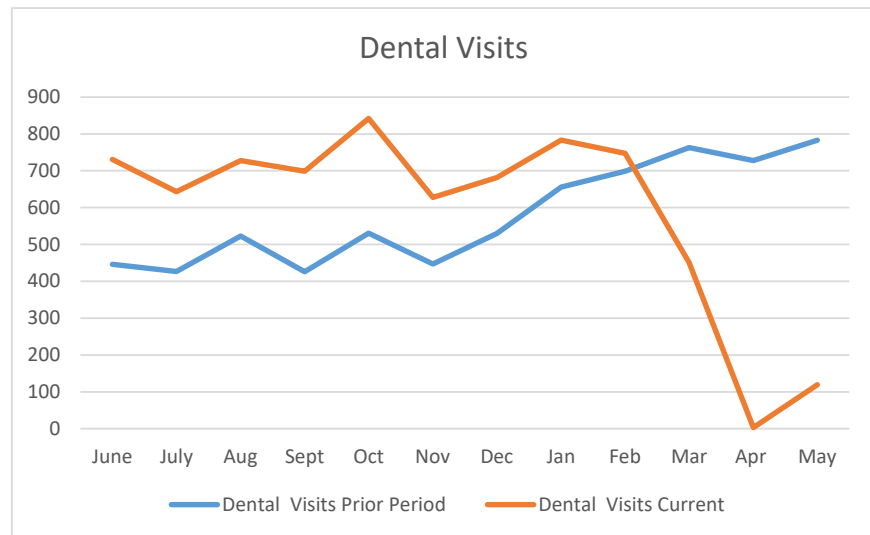
Medical Visits

	<u>Prior Period</u>	<u>Current</u>
June	2,205	1,797
July	2,363	1,798
Aug	2,413	2,081
Sept	2,115	1,804
Oct	2,725	2,250
Nov	2,351	1,719
Dec	2,175	1,745
Jan	2,714	2,082
Feb	2,534	1,710
Mar	2,484	1,480
Apr	2,119	812
May	2,171	719
	<u>26,198</u>	<u>19,997</u>



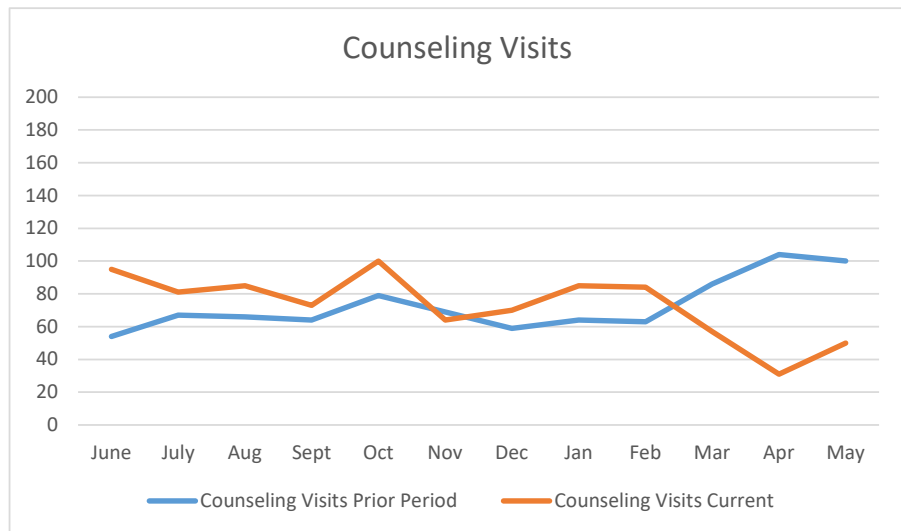
Dental Visits

	<u>Prior Period</u>	<u>Current</u>
June	446	731
July	427	643
Aug	523	728
Sept	426	699
Oct	531	842
Nov	447	628
Dec	530	682
Jan	656	783
Feb	699	747
Mar	763	451
Apr	728	3
May	783	119
	<u>6,176</u>	<u>7,056</u>



Counseling Visits

	<u>Prior Period</u>	<u>Current</u>
June	54	95
July	67	81
Aug	66	85
Sept	64	73
Oct	79	100
Nov	69	64
Dec	59	70
Jan	64	85
Feb	63	84
Mar	86	57
Apr	104	31
May	100	50
	<u>775</u>	<u>875</u>



Vists by Financial Class - Actual vs. Budget
As of May 31, 2020 (Grant Year 4/1/2020-3/31/2021)

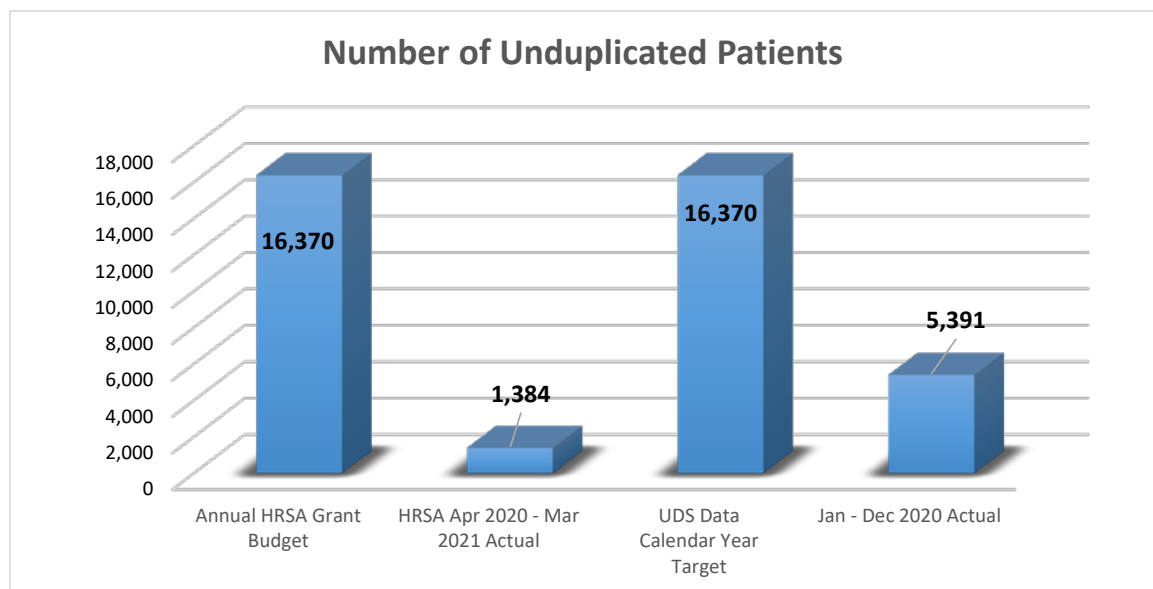
	Annual HRSA		Over/(Under)			Over/(Under)		%
	Grant Budget	MTD Actual	MTD Budget	MTD Budget	YTD Actual	YTD Budget	YTD Budget	Over/ (Under) YTD Budget
Medicaid	4,518	56	377	(321)	122	377	(255)	-68%
Medicare	4,507	92	376	(284)	131	376	(245)	-65%
Other Public (Title V, Contract)	2,498	12	208	(196)	20	208	(188)	-90%
Private Insurance	3,912	64	326	(262)	105	326	(221)	-68%
Self Pay	32,919	664	2,743	(2,079)	1,356	2,743	(1,387)	-51%
	48,354	888	4,030	(3,142)	1,734	4,030	(2,296)	-57%

Unduplicated Patients - Current vs. Prior Year
UDS Data Calendar Year
January through December

	Current Year Annual Target	Jan-May 2019 Actual	Jan-May 2020 Actual	Increase/	% of Annual Target
				(Decrease) Prior Year	
Unduplicated Patients	16,370	8,015	5,391	(2,624)	33%

Unduplicated Patients - Current vs. Prior Year
HRSA Grant Year
April through March

	Annual HRSA Grant Budget	Apr 2019 -	Apr 2020 -	Increase/	% of Annual Target
		Mar 2020 Actual	Mar 2021 Actual	(Decrease) Prior Year	
Unduplicated Patients	16,370	4,305	1,384	(2,921)	8%



[Back to Agenda](#)

Governing Board

June 2020

Item#7

**Consider for Approval Budget Submitted to HRSA for the FY2020
Coronavirus Aid, Relief and Economic Security (CARES) Act Funding
in the Amount of \$971,360**

Health Center Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding
H8DCS36474-01-00
Coastal Health & Wellness
Project Period 4/1/2020 thru 3/31/2021
Total Award: \$971,360

Safety

- Purchase of No Touch temp sensors for patient care.

Respond

- Support of salaries and benefits for health center personnel providing assistance in cooperation with the Galveston County Health District to perform mass testing, assist with traffic control, and man phone banks to help answer questions and schedule individuals for testing performed in drive-thru area at Coastal Health & Wellness.

Capacity

- Ensure the availability of comprehensive primary care to include medical and dental services to meet the needs of the patient population by supporting salaries and benefits for health center personnel that are typically paid thru non-grant funds.

**Health Center Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding
H8DCS36474-01-00
Coastal Health & Wellness
Project Period 4/1/2020 thru 3/31/2021**


BUDGET

Personnel
Total Personnel \$ 792,798

Fringe Benefits
Total Fringe Benefits \$ 177,349

Supplies
No Touch temp sensors 25 @ \$48.52 each \$ 1,213
Total Supplies \$ 1,213

TOTAL BUDGET \$ 971,360

1. DATE ISSUED: 04/03/2020		2. PROGRAM CFDA: 93.224		 <p>HRSA Health Resources and Services Administration</p> <p>NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) Coronavirus Aid, Relief and Economic Security (CARES) Act</p>																																																						
3. SUPERSEDES AWARD NOTICE dated: except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.																																																										
4a. AWARD NO.: 1 H8DCS36474-01-00		4b. GRANT NO.: H8DCS36474	5. FORMER GRANT NO.:																																																							
6. PROJECT PERIOD: FROM: 04/01/2020 THROUGH: 03/31/2021																																																										
7. BUDGET PERIOD: FROM: 04/01/2020 THROUGH: 03/31/2021																																																										
8. TITLE OF PROJECT (OR PROGRAM): Health Center Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding																																																										
9. GRANTEE NAME AND ADDRESS: COASTAL HEALTH & WELLNESS 9850 Emmett F Lowry Expy Ste A Texas City, TX 77591-2001 DUNS NUMBER: 135951940 BHCMS # 061610			10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Kathy Barroso COASTAL HEALTH & WELLNESS PO BOX 939 La Marque, TX 77568-0939																																																							
11. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation							12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:																																																			
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15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:																																																										
A=Addition B=Deduction C=Cost Sharing or Matching D=Other						[A]																																																				
Estimated Program Income: \$0.00																																																										
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:																																																										
a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.																																																										
REMARKS: (Other Terms and Conditions Attached [X]Yes []No)																																																										
<i>Electronically signed by Elvera Messina , Grants Management Officer on : 04/03/2020</i>																																																										
17. OBJ. CLASS: 41.51		18. CRS-EIN: 1741665318A1		19. FUTURE RECOMMENDED FUNDING: \$0.00																																																						
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE																																																				
20 - 398V160	93.224	20H8DCS36474C3	\$971,360.00	\$0.00	CH	20- COVID19BPHC- C3																																																				

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of \$25,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsrs.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
2. The funds for this award are sub-accounted in the Payment Management System (PMS) and will be in a P type (sub accounted) account. This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. If your organization previously received a grant under this program, it was in a G type (cash pooled) account designated by a PMS Account Number ending in G or G1. Now that this grant is sub accounted the PMS Account Number will be changed to reflect either P or P1. For example, if the prior year grant was in payee account number 2AAG it will now be in 2AAP. Similarly, if the prior year grant was in payee account 2AAG1, the grant will be in payee account 2AAP1. The P sub account number and the sub account code (provided on page 1 of this Notice of Award) are both needed when requesting grant funds. You may use your existing PMS username and password to check your organizations P account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pms.psc.gov/grant-recipients/access-newuser.html> and send it to the fax number indicated on the bottom of the form. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <https://pms.psc.gov/find-pms-liaison-accountant.html>.
3. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>

Program Specific Term(s)

1. You must submit a quarterly progress report into the HRSA Electronic Handbooks (EHBs). Reports will describe the status of the activities and use of funds to detect coronavirus; prevent, diagnose, and treat COVID-19; and/or maintain or increase health center capacity and staffing levels during a coronavirus-related public health emergency. You must also report the number of jobs created or retained as a result of the CARES funding, and include submissions related to the use of CARE funding for minor A/R-related activities, if applicable.
2. You are expected to monitor and use available resources, such as those available from the Centers for Disease Control and Prevention (CDC): <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. Health center-specific resources and more information are available at Emergency Preparedness and Recovery Resources for Health Centers at <https://bphc.hrsa.gov/emergency-response> and through Health Center Program Strategic Partners at <https://bphc.hrsa.gov/qualityimprovement/strategicpartnerships/index.html>.
3. You may not use this funding for: purchasing or upgrading an electronic health record that is not certified by the Office of the National Coordinator for Health Information Technology; new construction activities, including additions or expansions; major alteration and renovation (A/R) projects valued at \$500,000 or greater in total federal and non-federal costs (excluding the cost of allowable moveable equipment); installation of a permanently affixed modular or prefabricated building; facility or land purchases; or significant exterior site work such as new parking lots or storm water structures. Additionally, these funds may not be used for costs already supported by Health Center Program operational grant (H80) or COVID-19 (H8C) funding.
4. Under existing law, and consistent with Executive Order 13535 (75 FR 15599), health centers are prohibited from using federal funds to

provide abortion services (except in cases of rape or incest, or when the life of the woman would be endangered).

5. You may rebudget CARES funding without prior approval except as noted below, and provided that the proposed use of funding aligns with the CARES funding intent (detection of coronavirus; prevention, diagnosis, and treatment of COVID-19; and/or maintaining or increasing health center capacity and staffing levels during a coronavirus-related public health emergency), avoids ineligible uses of funding as outlined in this notice of award, and complies with 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards available at <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>. If the amount of the costs to be rebudgeted constitute a significant rebudgeting (exceeds 25% of the total Federal budget or \$250,000, whichever is less), you must submit a prior approval request for review and approval by HRSA.
6. With receipt of this notice of award, you acknowledge that federal interest exists in real property and equipment which will be maintained in accordance with 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards available at <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>. You must maintain adequate documentation to track and protect the federal interest. For real property, adequate documentation includes communications between the lessor and the lessee related to protecting such interest, in accordance with the standard award terms and conditions. Such documentation should be available for subsequent review by HRSA.
7. This award provides flexibility in how you use CARES funding to support the detection of coronavirus and/or the prevention, diagnosis, and treatment of COVID-19, including maintaining or increasing health center capacity and staffing levels during a coronavirus-related public health emergency. Funding may support a wide range of in-scope activities, including but not limited to:
 - Ensuring patient and health center personnel safety and otherwise minimize COVID-19 exposure within the health center and in other locations where the health center personnel are delivering in-scope services on behalf of the health center;
 - Addressing emergent COVID-19 issues to meet the health needs of the population served by the health center, including expanding the use of telehealth to support virtual assessment and monitoring of COVID-19 symptoms, and testing and laboratory services;
 - Restoring, sustaining, and strengthening health center capacity and staffing levels, including hiring new, reemploying and/or contracting personnel, as well as supporting the reassignment of personnel resources;
 - Patient and community education;
 - Minor alteration and renovation (A/R);
 - Equipment purchase, including health information technology and telehealth equipment, vehicles, and mobile medical units; and
 - Purchase of supplies.

As provided for in OMB Memorandum M-20-11 - *Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19)*, available at <https://www.whitehouse.gov/wp-content/uploads/2020/03/M-20-11.pdf>, HRSA may authorize the award recipient to waive the procurement requirements contained in 45 CFR § 75.328(b) regarding geographical preferences and 45 CFR § 75.330 regarding contracting small and minority businesses, women's business enterprises, and labor surplus area firms. This authority is currently valid for the 90-Day Public Health Emergency Declaration (Public Health Emergency Period).

8. New and/or improved space resulting from minor A/R activities may only be used for purposes consistent with Section 330 of the Public Health Service Act (42 U.S.C. § 254b).
9. This notice of award provides one-time funding to support the detection of coronavirus (SARS-CoV-2) and/or the prevention, diagnosis, and treatment of coronavirus disease 2019 (COVID-19), including maintaining or increasing health center capacity and staffing levels during a coronavirus-related public health emergency, as outlined in the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), available at <https://www.congress.gov/116/bills/hr748/BILLS-116hr748enr.pdf>. As provided for in Office of Management and Budget Memorandum M-20-11 - *Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19)*, available at <https://www.whitehouse.gov/wp-content/uploads/2020/03/M-20-11.pdf>, HRSA authorizes the award recipient to incur allowable pre-award costs before the effective date of a federal award dating back to January 20, 2020. HRSA determined your award amount using the following formula: (1) \$503,000, plus, (2) \$15.00 per patient reported in the 2018 Uniform Data System (UDS), and, (3) \$30.00 per uninsured patient reported in the 2018 UDS.
10. You must update or request prior approval from HRSA as appropriate to ensure that your scope of project accurately reflects any changes needed to implement your CARES activities. This includes: (1) Form 5A: Services provided, (2) Form 5B: Service Sites, and (3) Form 5C: Other Activities/Locations. For additional information, see the scope of project resources available at <https://bphc.hrsa.gov/programrequirements/scope.html>, COVID scope of project-related FAQs at <https://bphc.hrsa.gov/emergency-response>, and consult your project officer as needed.
11. Up to \$500,000 of the funding included in this notice of award may be utilized for minor alteration/renovation (A/R) activities. Minor A/R activities must occur at an in-scope service delivery site and cost less than \$500,000. You must submit the required minor A/R information to HRSA before drawing down funds for minor A/R activities. See the [CARES technical assistance webpage](#) for details regarding

required minor A/R project information.

Standard Term(s)

1. Recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions outlined in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.
2. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.
3. "This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with xx percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government."
Recipients are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.
4. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or itemFor which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.
5. Items that require prior approval from the awarding office as indicated in 45 CFR Part 75 [Note: 75 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Award] or 45 CFR Part 75 must be submitted as a Prior Approval action via Electronic Handbooks (EHBs). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.
In addition to the prior approval requirements identified in Part 75, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share exceeds \$100,000, cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period or \$250,000, whichever is less. For example, under a grant in which the Federal share for a budget period is \$200,000, if the total approved budget is \$300,000, cumulative changes within that budget period exceeding \$75,000 would require prior approval). For recipients subject to 45 CFR Part 75, this requirement is in lieu of that in 45 CFR 75 which permits an agency to require prior approval for specified cumulative transfers within a grantee's approved budget. [Note, even if a grantee's proposed rebudgeting of costs falls below the significant rebudgeting threshold identified above, grantees are still required to request prior approval, if some or all of the rebudgeting reflects either a change in scope, a proposed purchase of a unit of equipment exceeding \$25,000 (if not included in the approved application) or other prior approval action identified in Part 75 unless HRSA has specifically exempted the grantee from the requirement(s).]
6. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or PMSSupport@psc.hhs.gov. For additional information please visit the Division of Payment Management Website at <https://pms.psc.gov/>.
7. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).
8. Submit audits, if required, in accordance with 45 CFR Part 75, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800) 253-0696 toll free <https://harvester.census.gov/facweb/default.aspx/>.

9. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at [HHS Limited English Proficiency \(LEP\)](#).
10. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to: <https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/trafficking-in-persons.pdf>. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Award to obtain a copy of the Term.
11. The Further Consolidated Appropriations Act, 2020, § 202, (P.L. 116-94), enacted December 20, 2019, restricts the amount of direct salary that may be paid to an individual under a HRSA grant or cooperative agreement to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 2020, the Executive Level II salary level is \$197,300. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to sub-recipients under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with recipient's institutional policy. None of the awarded funds may be used to pay an individual's salary at a rate in excess of the salary limitation. Note: an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements. For individuals whose salary rates are in excess of Executive Level II, the non-federal entity may pay the excess from non-federal funds.
12. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see <http://www.hhs.gov/civil-rights/for-individuals/index.html>. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 75). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see <http://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html> to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.
13. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit <https://www.sam.gov/SAM/>. It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for Grantees (https://www.sam.gov/SAM/transcript/Quick_Guide_for_Grants_Registrations.pdf), an entity's registration will become active after 3-5 days. Therefore, check for active registration well before the application deadline.
14. In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. This term applies to all grant programs except block grants governed by 45 CFR part 96 or 45 CFR Part 98, or grant awards made under titles IV-A, XIX, and XXI of the Social Security Act; and grant programs with approved deviations.
15. **§75.113 Mandatory disclosures.**
Consistent with 45 CFR 75.113, applicants and non-federal entities must disclose, in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud,

bribery, or gratuity violations potentially affecting the federal award. Sub recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following address:

Department of Health and Human Services
Health Resources and Services Administration
Office of Federal Assistance Management
Division of Grants Management Operations
5600 Fishers Lane, Mailstop 10SWH-03
Rockville, MD 20879

AND

U.S. Department of Health and Human Services
Office of Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

Fax: (202)205-0604 (Include: "mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all sub-awards and contracts under this award.

Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII are required to report certain civil, criminal, or administrative proceedings to www.sam.gov. Failure to make required disclosures can result in any of the remedies described in §75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

Recipient integrity and performance matters. If the total Federal share of the Federal award is more than \$500,000 over the period of performance, [Appendix XII to CFR Part 200](#) is applicable to this award.

Reporting Requirement(s)

1. Due Date: Within 30 Days of Award Release Date

Within 30 days of award release date, you must submit the following: (1) SF-424A Budget Form, (2) Budget Narrative, (3) Narrative Overview, (4) Equipment List Form (if applicable), and (5) Minor A/R Project Information (if applicable). Instructions to support your submission, as well as details for technical assistance calls to address your submission questions, are available at the [CARES technical assistance webpage](#).

2. Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due 90 days after end of reporting period.

The grantee must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period and must be submitted using the Electronic Handbooks (EHBs). The FFR due dates have been aligned with the Payment Management System quarterly report due dates, and will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR:

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

3. Due Date: Within 90 Days of Project End Date

Within 90 days after the project end date, submit the SF-428 (Tangible Personal Property Report) with the SF-428B (Final Report Attachment) and, if applicable, the SF-428S (Supplemental Sheet). These documents must be completed using the HRSA Electronic Handbooks (EHBs). You must report federally-owned property, acquired equipment with an acquisition cost of \$5,000 or more for which HRSA has reserved the right to transfer title, and residual unused supplies with total aggregate fair market value exceeding \$5,000.

Records for equipment acquired with federal funds shall be retained for three years after final disposal.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Kathy Barroso	Point of Contact, Program Director, Authorizing Official	kbarroso@gchd.org
Mary Orange	Business Official	morange@gchd.org

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Ciara Douse at:
5600 Fishers Lane
Rockville, MD, 20857-
Email: cdouse@hrsa.gov
Phone: (301) 945-4162

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Vera Windham at:
MailStop Code: MSC10SWH03
HRSA/DGMO/OFAM/HCB
5600 Fishers Ln
Rockville, MD, 20857-0001
Email: vwindham@hrsa.gov
Phone: (301) 443-6859

[Back to Agenda](#)

Governing Board

June 2020

Item#8

**Consider for Approval Budget Submitted to HRSA for the FY2020
Expanding Capacity for Coronavirus Testing (ECT) Supplemental
Funding for Health Centers in the Amount of \$280,624**

**FY2020 Expanding Capacity for Coronavirus Testing Supplemental Funding for Health Centers
H8ECS37695-01-11**

Coastal Health & Wellness

Project Period 5/1/2020 thru 4/30/2021

Total Award: \$280,624

Purchase

- Purchase of supplies such as ice packs for lab samples, and PPE such as isolation gowns for staff, gloves for staff, masks for staff and patients, and hand sanitizer to support testing and clinical operations.

Administer

- Support of salaries and benefits, and contract services for health center personnel and contract staff to provide testing and follow-up treatment for patients.

Expand Capacity

- Funding will allow for COVID testing to expand from our current testing capacity of 2 times/week at one clinic to additional testing at a second clinic.
- Full-time LVN will support all aspects of CHW COVID management including testing support, processing of specimens, follow-up and education, and proactive outreach to patients at higher risk for contracting COVID and/or complications due to COVID infection.

1. DATE ISSUED: 05/04/2020		2. PROGRAM CFDA: 93.224	
3. SUPERSEDES AWARD NOTICE dated: except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.			
4a. AWARD NO.: 1 H8ECS37695-01-00		4b. GRANT NO.: H8ECS37695	5. FORMER GRANT NO.:
6. PROJECT PERIOD: FROM: 05/01/2020 THROUGH: 04/30/2021			
7. BUDGET PERIOD: FROM: 05/01/2020 THROUGH: 04/30/2021			



8. TITLE OF PROJECT (OR PROGRAM): FY 2020 Expanding Capacity for Coronavirus Testing (ECT)

9. GRANTEE NAME AND ADDRESS:
COASTAL HEALTH & WELLNESS
9850 Emmett F Lowry Expy Ste A
Texas City, TX 77591-2001
DUNS NUMBER:
135951940
BHCNIS # 061610

10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR)
Kathy Barroso
COASTAL HEALTH & WELLNESS
PO BOX 939
La Marque, TX 77568-0939

11. APPROVED BUDGET: (Excludes Direct Assistance)
 Grant Funds Only
 Total project costs including grant funds and all other financial participation

a. Salaries and Wages :	\$0.00
b. Fringe Benefits :	\$0.00
c. Total Personnel Costs :	\$0.00
d. Consultant Costs :	\$0.00
e. Equipment :	\$0.00
f. Supplies :	\$0.00
g. Travel :	\$0.00
h. Construction/Alteration and Renovation :	\$0.00
i. Other :	\$280,624.00
j. Consortium/Contractual Costs :	\$0.00
k. Trainee Related Expenses :	\$0.00
l. Trainee Stipends :	\$0.00
m. Trainee Tuition and Fees :	\$0.00
n. Trainee Travel :	\$0.00
o. TOTAL DIRECT COSTS :	\$280,624.00
p. INDIRECT COSTS (Rate: % of S&W/TADC) :	\$0.00
q. TOTAL APPROVED BUDGET :	\$280,624.00
i. Less Non-Federal Share:	\$0.00
ii. Federal Share:	\$280,624.00

12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:

a. Authorized Financial Assistance This Period	\$280,624.00
b. Less Unobligated Balance from Prior Budget Periods	
i. Additional Authority	\$0.00
ii. Offset	\$0.00
c. Unawarded Balance of Current Year's Funds	\$0.00
d. Less Cumulative Prior Awards(s) This Budget Period	\$0.00
e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$280,624.00

13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)

YEAR	TOTAL COSTS
Not applicable	

14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)

a. Amount of Direct Assistance	\$0.00
b. Less Unawarded Balance of Current Year's Funds	\$0.00
c. Less Cumulative Prior Awards(s) This Budget Period	\$0.00
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00

15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
A=Addition B=Deduction C=Cost Sharing or Matching D=Other **[A]**
Estimated Program Income: \$0.00

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached Yes No)

Electronically signed by Elvera Messina, Grants Management Officer on : 05/04/2020

17. OBJ. CLASS: 41.51 **18. CRS-EIN:** 1741665318A1 **19. FUTURE RECOMMENDED FUNDING:** \$0.00

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
20 - 398T160	93.224	20H8ECS37695C4	\$280,624.00	\$0.00	CH	20-COVID19-BPHC-C4

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. The funds for this award are sub-accounted in the Payment Management System (PMS) and will be in a P type (sub accounted) account. This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. If your organization previously received a grant under this program, it was in a G type (cash pooled) account designated by a PMS Account Number ending in G or G1. Now that this grant is sub accounted the PMS Account Number will be changed to reflect either P or P1. For example, if the prior year grant was in payee account number 2AAG it will now be in 2AAP. Similarly, if the prior year grant was in payee account 2AAG1, the grant will be in payee account 2AAP1. The P sub account number and the sub account code (provided on page 1 of this Notice of Award) are both needed when requesting grant funds.
You may use your existing PMS username and password to check your organizations P account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pms.psc.gov/grant-recipients/access-newuser.html> and send it to the fax number indicated on the bottom of the form. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <https://pms.psc.gov/find-pms-liaison-accountant.html>.
2. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>
3. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of \$25,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsrs.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.

Program Specific Term(s)

1. You may rebudget these funds without prior approval except as noted below, and provided that the proposed use of funding aligns with the funding intent (purchase, administer, and expand capacity for testing to monitor and suppress COVID-19), avoids ineligible uses of funding as outlined in this notice of award, and complies with 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards available at <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>.
HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when under a grant where the federal share of the project exceeds the Simplified Acquisition Threshold and the cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and federal funds and required matching or cost sharing) for that budget period.
2. New and/or improved space resulting from minor alteration and renovation activities may only be used for purposes consistent with Section 330 of the Public Health Service Act (42 U.S.C. § 254b) and the purposes of this award.
3. This notice of award provides one-time funding to support health centers funded under the Health Center Program to prevent, prepare for, and respond to coronavirus disease 2019 (COVID-19). Specifically funds may be used by health centers for necessary expenses to purchase, administer, and expand capacity for testing to monitor and suppress COVID-19. Funds have been made available for this purpose by the Paycheck Protection Program and Health Care Enhancement Act, available at <https://www.congress.gov/bill/116th-congress/house-bill/266/text>.

As provided for in Office of Management and Budget Memorandum M-20-11 - *Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19)*, available at <https://www.whitehouse.gov/wp-content/uploads/2020/03/M-20-11.pdf>, HRSA authorizes you to charge allowable pre-award costs that were incurred before the effective date of this award, dating back to January 20, 2020.

HRSA determined your award amount using the following formula: (1) \$98,329, plus, (2) \$15.00 per patient reported in the 2019 Uniform Data System (UDS).

4. With receipt of this notice of award, you acknowledge that federal interest exists in real property and equipment which will be maintained in accordance with 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards available at <http://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>. You must maintain adequate documentation to track and protect the federal interest. For real property, adequate documentation must include communications between the lessor and the lessee related to protecting such interest, in accordance with the standard award terms and conditions. Such documentation must be available for review by HRSA upon request.
5. You must update or request prior approval from HRSA as appropriate to ensure that your scope of project accurately reflects any changes needed to implement activities supported by this award. This includes: (1) Form 5A: Services Provided, (2) Form 5B: Service Sites, and (3) Form 5C: Other Activities/Locations. For additional information, see the scope of project resources available at <https://bphc.hrsa.gov/programrequirements/scope.html>, COVID-19 scope of project-related frequently asked questions at <https://bphc.hrsa.gov/emergency-response>, and consult your project officer as needed.
6. Under existing law, and consistent with Executive Order 13535 (75 FR 15599), awardees are prohibited from using federal funds to provide abortion services (except in cases of rape or incest, or when the life of the woman would be endangered).
7. Up to \$150,000 of the funding included in this notice of award may be utilized for minor alteration and renovation (A/R) activities to support testing capacity. Minor A/R activities must occur at an in-scope service delivery site and the total project cost must be less than \$500,000. You must submit the required minor A/R information to HRSA before drawing down funds for minor A/R activities. See the [ECT technical assistance webpage](#) for details regarding required minor A/R project information.
8. You must submit a progress report at least quarterly into the HRSA Electronic Handbooks. Reports will describe the status of the activities and use of funds to purchase, administer, and expand capacity for testing to monitor and suppress COVID-19. You will also submit information related to the use of this funding for minor alterations and renovations-related activities, if applicable. Details about reporting requirements will be posted to the [ECT technical assistance webpage](#) when available.
9. You may not use this funding for: costs supported with H80, H8C, or H8D funding, as well as costs that are reimbursed or compensated by other federal or state programs that provide for such benefits; the purchase or upgrade of an electronic health record that is not certified by the Office of the National Coordinator for Health Information Technology; new construction activities, including additions or expansions; major alteration and renovation projects valued at \$500,000 or greater in total federal and non-federal costs (excluding the cost of allowable moveable equipment); installation of trailers and permanently affixed modular or prefabricated buildings; facility or land purchases; and significant exterior site work such as new parking lots or storm water structures.
10. You are expected to monitor and use available resources, such as those available from local and state public health entities and the Centers for Disease Control and Prevention (CDC) available at <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. Health center-specific resources and more information are available at Emergency Preparedness and Recovery Resources for Health Centers at <https://bphc.hrsa.gov/emergency-response> and through Health Center Program Strategic Partners at <https://bphc.hrsa.gov/qualityimprovement/strategicpartnerships/index.html>.
11. You must use this funding to support activities to purchase, administer, and expand capacity for testing for COVID-19. Funding may support a wide-range of testing and testing related, in-scope activities that may change as COVID-19 needs evolve within your community, including but not limited to:
 - Maintain and increase health center capacity and personnel levels to support coronavirus testing and clinical and operational needs directly related to testing, including hiring and contracting with providers and other personnel
 - Development of testing plans for both active infection and prior exposure
 - Procurement and distribution of tests within the service area
 - Purchase of testing equipment and supplies
 - Temporary drive- or walk-up testing
 - Laboratory services
 - Patient and community education related to testing
 - Assessment of symptoms, delivering test results, and appropriate follow up assessment including by telephone, text monitoring systems, or videoconference
 - Testing personnel to support a safe workplace and facilitate timely return to work
 - Personnel training related to testing

- Outreach to patients who may be at high risk or who have access barriers
- In coordination with federal, state and local public health activities, notifying identified contacts of infected health center patients of their exposure to COVID-19, consistent with applicable law (including laws relating to communicable disease reporting and privacy)
- Reporting information on COVID-19 infection to federal, state, and local public health agencies consistent with applicable law (including laws relating to communicable disease reporting and privacy)
- Personal protective equipment
- Equipment (e.g., telehealth equipment, temporary and non-fixed barriers to separate patients, vehicles to transport patients or health center personnel)
- Health information technology (e.g., technology to support tracking, sharing, and reporting capacity)
- Minor alteration or renovation projects directly supporting testing capacity expansion
- Purchase or lease of mobile vans/units directly supporting testing capacity expansion

As provided for in OMB Memorandum M-20-11 - *Administrative Relief for Recipients and Applicants of Federal Financial Assistance Directly Impacted by the Novel Coronavirus (COVID-19)*, available at <https://www.whitehouse.gov/wp-content/uploads/2020/03/M-20-11.pdf>, HRSA may waive the procurement requirements contained in 45 CFR § 75.328(b) regarding geographical preferences and 45 CFR § 75.330 regarding contracting small and minority businesses, women's business enterprises, and labor surplus area firms. HRSA approved this waiver on March 24, 2020, which is valid until July 26, 2020. HRSA will issue public notices of extensions of such waivers to the extent that they are extended.

Standard Term(s)

1. Recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions outlined in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.
2. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.
3. "This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with xx percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government."
Recipients are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.
4. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or itemFor which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.
5. Items that require prior approval from the awarding office as indicated in 45 CFR Part 75 [Note: 75 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Award] must be submitted as a Prior Approval action via Electronic Handbooks (EHBs). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.
In addition to the prior approval requirements identified in 45 CFR Part 75, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share of the project exceeds the Simplified Acquisition Threshold and the cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period.
6. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the

- Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or PMSSupport@psc.hhs.gov. For additional information please visit the Division of Payment Management Website at <https://pms.psc.gov/>.
7. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).
 8. Submit audits, if required, in accordance with 45 CFR Part 75, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800) 253-0696 toll free <https://harvester.census.gov/facweb/default.aspx/>.
 9. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at [HHS Limited English Proficiency \(LEP\)](#).
 10. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to: <https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/trafficking-in-persons.pdf>. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Award to obtain a copy of the Term.
 11. The Further Consolidated Appropriations Act, 2020, § 202, (P.L. 116-94), enacted December 20, 2019, restricts the amount of direct salary that may be paid to an individual under a HRSA grant or cooperative agreement to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 2020, the Executive Level II salary level is \$197,300. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to sub-recipients under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with recipient's institutional policy. None of the awarded funds may be used to pay an individual's salary at a rate in excess of the salary limitation. Note: an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements. For individuals whose salary rates are in excess of Executive Level II, the non-federal entity may pay the excess from non-federal funds.
 12. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see <http://www.hhs.gov/civil-rights/for-individuals/index.html>. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 75). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see <http://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html> to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.
 13. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit <https://www.sam.gov/SAM/>. It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for Grantees (https://www.sam.gov/SAM/transcript/Quick_Guide_for_Grants_Registrations.pdf), an entity's registration will become active after 3-5 days. Therefore, check for active registration well before the application deadline.
 14. In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a

U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. This term applies to all grant programs except block grants governed by 45 CFR part 96 or 45 CFR Part 98, or grant awards made under titles IV-A, XIX, and XXI of the Social Security Act; and grant programs with approved deviations.

15. **§75.113 Mandatory disclosures.**

Consistent with 45 CFR 75.113, applicants and non-federal entities must disclose, in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following address:

Department of Health and Human Services
Health Resources and Services Administration
Office of Federal Assistance Management
Division of Grants Management Operations
5600 Fishers Lane, Mailstop 10SWH-03
Rockville, MD 20879

AND

U.S. Department of Health and Human Services
Office of Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

Fax: (202)205-0604 (Include: "mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all sub-awards and contracts under this award.

Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII are required to report certain civil, criminal, or administrative proceedings to www.sam.gov. Failure to make required disclosures can result in any of the remedies described in §75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

Recipient integrity and performance matters. If the total Federal share of the Federal award is more than \$500,000 over the period of performance, [Appendix XII to CFR Part 200](#) is applicable to this award.

Reporting Requirement(s)

1. **Due Date: Within 90 Days of Project End Date**

Within 90 days after the project end date, submit the SF-428 (Tangible Personal Property Report) with the SF-428B (Final Report Attachment) and, if applicable, the SF-428S (Supplemental Sheet). These documents must be completed using the HRSA Electronic Handbooks (EHBs). You must report federally-owned property, acquired equipment with an acquisition cost of \$5,000 or more for which HRSA has reserved the right to transfer title, and residual unused supplies with total aggregate fair market value exceeding \$5,000. Records for equipment acquired with federal funds shall be retained for three years after final disposal.

2. **Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due Quarter End Date after 90 days of reporting period.**

The grantee must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period and must be submitted using the Electronic Handbooks (EHBs). The FFR due dates have been aligned with the Payment Management System quarterly report due dates, and will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR:

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

3. Due Date: Within 30 Days of Award Release Date

Within 30 days of award release date, you must submit the following: (1) activity overview, (2) SF-424A Budget Information Form, (3) budget narrative, (4) Equipment List Form (if applicable), and (5) minor alteration and renovation project information (if applicable). Instructions to support your submission, as well as details for technical assistance calls to address your submission questions, are available at the [ECT technical assistance webpage](#).

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts**NoA Email Address(es):**

Name	Role	Email
Mary Orange	Business Official	morange@gchd.org
Kathy Barroso	Point of Contact, Program Director, Authorizing Official	kbarroso@gchd.org

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Ciara Douse at:
5600 Fishers Lane
Rockville, MD, 20857-
Email: cdouse@hrsa.gov
Phone: (301) 945-4162

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Vera Windham at:
MailStop Code: MSC10SWH03
HRSA/DGMO/OFAM/HCB
5600 Fishers Ln
Rockville, MD, 20857-0001
Email: vwindham@hrsa.gov
Phone: (301) 443-6859

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COASTAL HEALTH & WELLNESS

GOVERNING BOARD

9850-A.106 Boardroom Emmett F. Lowry Expressway, Texas City

Governing Board

June 2020

Item#9

**Consider for Approval the COVID-19 Response Fund for Community
Health Grant Award and Proposed Budget from Direct Relief in the
Amount of \$50,093**

Direct Relief Grant
COVID-19 Response Fund for Community Health

Sneeze guards	\$	5,000
Plexiglass for pods in Medical Area		11,393
Door openers		7,700
Digital X-ray Sensors 5 @ \$5,200 each		<u>26,000</u>
TOTAL	\$	50,093



COVID-19 RESPONSE FUND FOR COMMUNITY HEALTH GRANT AGREEMENT

THIS GRANT AGREEMENT ("Grant Agreement") is entered into as of this day of May 14, 2020 ("Effective Date") by and between **DIRECT RELIEF**, a California nonprofit public benefit corporation ("Direct Relief"), with offices located at 6100 Wallace Becknell Road, Santa Barbara CA 93117, and **Coastal Health & Wellness** ("Grantee"). Direct Relief, together with the Grantee, may be referred to as the "Parties" and each a "Party."

RECITALS

WHEREAS, Direct Relief's mission is to improve the health and lives of people affected by poverty or emergency situations by mobilizing and providing essential medical resources needed for their care. Direct Relief is nonsectarian, nongovernmental, and apolitical. Programs are administered in a non-discriminatory manner, free of charge on a humanitarian basis, and without regard to political affiliation, religious belief, or ethnic identity; and

WHEREAS, Direct Relief identifies and supports locally run healthcare partner facilities by donating essential medications and supplies for dispensation to eligible patients, free of charge; and

WHEREAS, Direct Relief created a fund to provide financial support to programs and/or projects that are consistent with and will further Direct Relief's mission; and

WHEREAS, Grantee has applied to Direct Relief for a grant to fund a program and/or project that is consistent with and will further Direct Relief's mission.

NOW, THEREFORE, the Parties, intending to be legally bound, do hereby agree as follows:

AGREEMENT

1. **Grant Title and Purpose.** The title of this grant is "COVID-19 Response Fund for Community Health" ("Grant Title") and purpose of this grant is to provide emergency operating funds to Grantee to help offset certain expenses incurred due to the COVID-19 pandemic ("Grant Purpose").
2. **Grant Amount.** Direct Relief will grant to Grantee the amount of \$50000.00 ("Grant Amount").
3. **Grant Period.** The grant period shall begin on the Effective Date of this Grant Agreement and end six (6) months from the Effective Date ("Grant Period").
4. **Grant Project.** Grantee will, during the Grant Period, apply the Grant funds to Grantee's expenses incurred due to COVID-19 patient care beginning from March 1, 2020, including (1)

Expenses incurred for emergency operations related to COVID-19, (2) staff costs and support associated with emergency services and closures, (3) support for frontline health worker safety, including the provision of PPE, physical structure modifications, training, etc., (4) expanded care for medically vulnerable patients including the elderly and homeless, (5) unreimbursed patient care for uninsured people who are unable to pay, (6) providing COVID 19 testing (walk-ups or drive-through), (7) operating losses caused by COVID-19-forced closures, (8) expansion of telehealth services, community outreach, home-based care, or support for transitioned models of care, (9) permanent or temporary physical modifications for patient and safety, (10) coordination with local public health agencies, hospitals, or other providers to improve COVID-19 related care and (11) COVID-19 health education and outreach (collectively referred to as the "Grant Project").

5. **Grant Funding Schedule.** Direct Relief will make a one-time payment to Grantee for the Grant Amount within one (1) month from the Effective Date.
6. **Grant Reporting Schedule.** Grantee shall submit to Direct Relief a written report that outlines and describes Grantee's application of funds to the Grant Purpose ("Grant Report") within six (6) months from the Effective Date ("Report Deadline"). If Grantee makes any project modifications to the Grant Project, Grantee shall inform Direct Relief prior to the Report Deadline. Reporting instructions will be sent to Grantee thirty (30) days prior the Report Deadline. The Report Deadline may be extended upon written request to Direct Relief.
7. **Grant Contact.** Grantee may make inquiries concerning this Grant Agreement to Sarah Gloria, Direct Relief Grant Manager at (805) 879-4939, grants@directrelief.org.
8. **Grantee's Representations.** Grantee represents that Grantee has the qualifications and ability to perform the services necessary to complete the Grant Project in a professional manner and shall conform to those standards of ethical conduct generally expected from those performing such work in the business community. Grantee further represents that Grantee has the qualifications and ability to complete the Grant Project without advice, control, or supervision of Direct Relief. At all times during the term of this Agreement, Grantee shall use Grantee's best efforts to fulfill Grantee's duties as defined herein.
9. **Standards of Conduct.** Grantee agrees to perform promptly and diligently the Grant Project work in an efficient, trustworthy and businesslike manner, applying the highest standards of professionalism and workmanship, and complying with all relevant international, national, federal, state, and local laws, rules and regulations, including but not limited to those laws, rules and regulations pertaining to anti-corruption, anti-bribery and anti-kickback practices. Further, without limiting the foregoing, Grantee acknowledges, covenants and agrees that neither Grantee nor any of Grantee's employees, agents or representatives shall offer, promise or give any undue pecuniary or other advantage, whether directly or through intermediaries, to any public official, for that official or for any third party, in order that the official act or refrain from acting in relation to the performance of his or her official duties, in order to obtain or retain business or other improper advantage. Grantee acknowledges that Direct Relief provides assistance to people and communities regardless of political affiliation, religious beliefs or ethnic identities. Grantee therefore agrees that any disparate (different) treatment by Grantee of individuals or groups based on politics, religious beliefs or ethnic identities in the performance of the Grant Project shall constitute a material breach of this Grant Agreement.

10. **Records Retention.** Grantee will keep adequate books and records to substantiate all expenditures of Grant Funds and shall make these books and records available for Direct Relief's review and inspection at reasonable times and comply with all reasonable requests by Direct Relief for information and interviews regarding use of Grant funds. Grantee shall keep copies of all relevant books and records and all reports to Direct Relief for at least four years after completion of the use of the Grant funds.
11. **Evaluation.** Direct Relief may monitor and conduct an evaluation of Grantee's operations under this Grant Agreement, which may include visits from Direct Relief personnel to observe Grantee's operations, discuss the Grant Purpose, the Grant Project and/or review financial and other records and materials connected with the activities financed by this Grant Agreement.
12. **Mutual Indemnification.** Each Party hereto (the "Indemnifying Party") hereby agrees to protect, indemnify, defend and hold harmless the other Party (including, as applicable, its agents, officers, employees and contractors) (collectively, the "Indemnified Party") from and against any and all claims, losses, penalties, expenses, damages, causes of action and liabilities of every type and character, including but not limited to court costs and reasonable attorneys' fees (through the appellate level), caused by or directly or indirectly arising out of or resulting from the Indemnifying Party's (i) breach of this Grant Agreement, including the breach of any representation, covenant or warranty made in this Grant Agreement, or (ii) negligent or willful misconduct in connection with this Grant Agreement. This clause shall survive termination of this Grant Agreement regardless of the reason for termination.
13. **Relationship.** Under no circumstances shall the Grantee look to Direct Relief as the Grantee's employer, or as a partner, an agent, or a principal. Grantee retains sole and absolute discretion and judgement in the manner and means of carrying out Grantees duties hereunder.
14. **No Representation.** Grantee shall neither have nor shall represent to any party as having any right, power or authority to create any obligation or contract, express or implied on behalf of, in the name of, or binding Direct Relief in any manner for any purpose whatsoever.
15. **No Assignment.** This Grant Agreement shall not be assigned by Grantee to any third party without the prior written consent of Direct Relief, which shall have the sole discretion to consent or not to consent to any proposed assignment. Any attempted assignment without approval of Direct Relief shall be voidable at the option of Direct Relief.
16. **No Pledge.** Grantee may not pledge, encumber, anticipate, or otherwise cause any other party to rely upon, any portion of the Grant Amount for the purpose of enabling Grantee to borrow funds or otherwise to incur indebtedness.
17. **Electronic Signatures.** The Parties acknowledge and agree that this Grant Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions of an original signature.

18. **Electronic Agreement.** Direct Relief and Grantee may store a completed electronic Grant Agreement in a non-editable format, at which time the paper form of this Grant Agreement may be destroyed. Direct Relief and Grantee agree that the following electronic storage of this Grant Agreement, any hard printout of that electronically stored information will constitute and "original" of this Grant Agreement.

19. **Additional Grants.** Direct Relief makes no pledge or commitment to make any additional grant to Grantee, whether for the same or a different purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the dates set forth opposite their respective names.

DIRECT RELIEF



Thomas Tighe
President & Chief Executive Officer

Date: May 14, 2020

COASTAL HEALTH & WELLNESS

Kathy Bauso

BY: *Kathy Bauso*
ITS: *Executive Director*

Date: *6-15-2020*

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Governing Board

June 2020

Item#10

**Consider for Approval Coastal Health & Wellness
340B Policy & Procedure Manual**



340B Policy & Procedure Manual

Effective: AUGUST 2015
First Revision Approved: SEPTEMBER 2016
Second Revision Approved: APRIL 2019
Third Revision Approved: JUNE 2020

340B Policy & Procedures Manual

340B Standard Operating Procedure Table of Contents

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I. PURPOSE

The purpose of this manual is to establish comprehensive policies and procedures for Coastal Health & Wellness (“CHW”) which delineate the overarching rules and regulations for the entity’s 340B program. This document contains descriptions of the policies and procedures used by Coastal Health & Wellness to maintain compliance with the 340B Drug Pricing Program.

II. DEFINITIONS

Definitions of terms used in this manual may be found in the 340B Glossary of Terms [Appendix B].

III. POLICY REVIEW, UPDATES, AND APPROVAL

This policy will be reviewed, updated, and approved by the Coastal Health & Wellness Governing Board annually.

IV. BACKGROUND

Section 340B of the Public Health Service Act (1992) requires drug manufacturers participating in the Medicaid Drug Rebate Program to sign an agreement with the Secretary of Health and Human Services. This agreement limits the price that manufacturers may charge certain covered entities for covered outpatient drugs. The resulting program is the 340B Drug Pricing Program, which is administered by the federal Health Resources and Services Administration (HRSA) – a branch of the United States Department of Health and Human Services.

Upon registration in the HRSA 340B Database as a participant in the 340B program, CHW agrees to abide by specific statutory requirements and prohibitions as set forth in this manual.

V. 340B POLICY STATEMENTS

As a participant in the 340B Drug Pricing Program, Coastal Health & Wellness shall:

- 1) Use any savings generated from 340B in accordance with 340B program intent.
- 2) Meet and maintain all 340B program eligibility requirements, ensuring:
 - a) Coastal Health & Wellness’ listing in the HRSA 340B Database is complete, accurate, and correct; and
 - b) Coastal Health & Wellness receives a grant or designation consistent with the conferring 340B eligibility, stated within the entity’s HRSA Notice of Grant Award.
- 3) Comply with all requirements and restrictions of Section 340B of the Public Health Service Act and any accompanying regulations or guidelines, including, but not limited to, the prohibition against duplicate discounts/rebates under Medicaid, and the prohibition against transferring drugs purchased under 340B to anyone other than a patient of the entity (diversion).
- 4) Maintain auditable records demonstrating compliance with the 340B requirements described in the following items:

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- a) Prescribers are employed by the entity, or under contractual or other arrangements with the entity, and the individual prescribed the medication receives a health care service (within the scope of CHW's approved services) from these professionals such that the responsibility for care remains with CHW.
 - b) Coastal Health & Wellness maintains ongoing and up-to-date records of the patient's health care and rendered treatments.
 - c) Coastal Health & Wellness bills Medicaid per Medicaid reimbursement requirements, and as such Coastal Health & Wellness has reflected its information on the HRSA 340B Database/Medicaid Exclusion File.
 - i) Coastal Health & Wellness informs HRSA immediately, via completion of a change request, of any changes to its information on the HRSA 340B website/Medicaid Exclusion File.
 - ii) Medicaid reimburses for 340B drugs per state policy and does not collect rebates on claims from Coastal Health & Wellness.
 - iii) Coastal Health & Wellness shall retain Medicaid information from HRSA Medicaid Exclusion file for all sites.
- 5) Implement systems/mechanisms and internal controls to reasonably ensure ongoing compliance with all 340B requirements.
- 6) Prepare and follow an internal audit plan adopted by the Chief Compliance Officer along with external audits provided by the pharmacies.
- 7) Use contract pharmacy services. The contract pharmacy arrangement is performed in accordance with HRSA requirements and guidelines including, but not limited to, the following:
- a) CHW obtains sufficient information from the contractor to ensure compliance with applicable policy and legal requirements.
 - b) CHW uses an appropriate methodology to ensure compliance (e.g., through an independent audit or other mechanism).
 - c) The signed contract pharmacy services agreements comply with the twelve (12) contract pharmacy essential compliance elements.
- 8) Inform HRSA as soon as reasonably possible if there is any change in 340B eligibility or material breach by CHW of any of the foregoing policies.
- 9) Acknowledges that if there is a material breach of the 340B requirements, CHW may be liable to the manufacturer of the covered outpatient drug that is the subject of the violation, and, depending upon the circumstances, may be subject to the payment of interest and/or removal from the list of eligible 340B entities.
- 10) Receive information about the 340B program from trusted sources, including, but not limited to, the following:
- a) The Health Resources and Services Administration (HRSA);
 - b) The 340B Prime Vendor Program, managed by Apexus; and
 - c) Any HRSA contractors.

VI. RESPONSIBLE STAFF, COMPETENCY

The following Coastal Health & Wellness staff are engaged with 340B program compliance. Coastal Health & Wellness does not have an “in-house” pharmacy, but partners with Walgreens (the “Contract Pharmacy”) to distribute 340B covered pharmaceuticals to eligible patients; however, CHW does administer 340B medications not requiring prescriptions to patients. Denoted personnel have completed the Apexus 340B University OnDemand modules for federally qualified health centers. Additionally, 340B “portals” which provide detailed and transparent information about all 340B drugs ordered and dispensed in association with Coastal Health & Wellness’ 340B accounts are maintained in real-time and accessible to selected Coastal Health & Wellness personnel at any time.

- 1) Executive Director
 - a) Responsible as the OPAIS Authorizing Official charged with oversight and administration of the program; and
 - b) Responsible for attesting to the compliance of the program in the form of recertification.
- 2) Chief Financial Officer (or designee)
 - a) Responsible for the above in case the Executive Director cannot perform oversight duties;
 - b) Oversees the Business Office Manager to ensure his/her 340B functions are being appropriately carried out; Accounts for savings and use of funds to provide care for the indigent.
- 3) Business Office Manager **** (or designee)**
 - a) Accountable agent for oversight of 340B related financial affairs.
 - (1) For clinic administered drugs:
 - (a) Ensures compliance with 340B program requirements of qualified patients, drugs, providers, vendors, payers, and locations; and
 - (b) Monitors and reviews pricing and modifies fees accordingly.
 - b) Communicates with Contract Pharmacies.
 - i) Coordinates with representatives for Contract Pharmacies and third-party administrators to ensure responsibilities as outlined in agreement are being followed including, but not limited to:
 - (1) Routine maintenance and testing of tracking and auditing software;
 - (2) Continuous monitoring of product minimum/maximum levels to effectively balance product availability and cost-efficient inventory control;
 - (3) Reviewing 340B orders, reconciliations and financial statements;
 - (4) Reviewing, refining and providing 340B cost savings reports detailing purchasing and replacement practices, as well as dispensing patterns;
 - (5) Maintaining system databases to reflect changes in the drug formulary or product specifications; and
 - (6) Reconciling monthly pharmacy contractor dispense reports with the amount billed by supplier, and notifying contractors of any discovered discrepancies.
- 4) Chief Compliance Officer **** (or designee)**
 - a) Designs and maintains an internal audit plan of compliance with the 340B program;
 - b) Ensures audit plan is being adhered to;
 - c) Designs the annual plan to cover all changes in the program from the prior year;
 - d) Serves as the entity’s OPAIS 340B Primary Contact; and
 - e) Tracks and implements updated 340B laws and regulations.
- 5) Medical Director (or designee)
 - a) Remains aware of products covered by 340B and Prime Vendor Program pricing; and
 - b) Works with the medical staff to provide medications that optimize savings with good clinical outcomes.

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- 6) Nursing Director *(or designee)*
 - a) For clinic administered 340B drugs (not requiring prescriptive authority):
 - i) Works with Procurement Officer and Medical Director to ensure sufficient volume and types of 340B administered drugs are ordered and stocked;
 - ii) Responsible for organizing first-in first-out (“FIFO”) and look-alike sound-alike processes for clinic administered 340B medications; and
 - iii) Manually audits logging procedures for ten internally administered 340B medications each quarter.
- 7) Procurement *Manager (or designee)*
 - a) Responsible for ordering non-pharmaceutical drugs retained and distributed directly by the Coastal Health & Wellness clinic and charging said drugs to the proper distribution accounts;
 - b) Managing purchasing, receiving, and inventorying control processes;
 - c) Responsible for receiving medications to be administered at Coastal Health & Wellness, as well as entering purchase requisitions for monthly invoices for medications purchased by Contracted Pharmacies affiliated with the Coastal Health & Wellness 340B agreement; and
 - d) Monitoring ordering processes and integrating most current pricing from wholesalers.*

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*** Indicates personnel required to complete Apexus 340B University modules*

VII. 340B ENROLLMENT, RECERTIFICATION, CHANGE REQUESTS

Recertification Procedure

HRSA requires entities to recertify their information as listed in the HRSA 340B Database annually. The Chief Compliance Officer serves as the Primary Contact and makes all applicable updates to the entity’s 340B account. The Executive Director affirms attestations made by the Primary Contact regarding Coastal Health & Wellness’ information, including oversight of the annual recertification.

Enrollment Procedure: New Clinic Sites

The Executive Director of Coastal Health & Wellness evaluates a new service area or facility to determine whether the location is eligible for participation in the 340B program. The criteria used for such determinations includes, but isn’t limited to, whether the considered service area performs within the scope of services of the grant/designation received by the entity that confers 340B status, offers outpatient prescription services, and serves patients who meet the 340B patient definition.

If a new clinic meets these criteria, the Coastal Health & Wellness Executive Director completes the online registration process during the registration window (January 1–January 15 for an effective start date of April 1; April 1–April 15 for an effective start date of July 1; July 1–July 15 for an effective start date of October 1; and October 1–October 15 for an effective start date of January 1).

Enrollment Procedure: New Contract Pharmacies

- 1) The Coastal Health & Wellness Executive Director ensures that a signed contract pharmacy services agreement, containing the twelve (12) essential compliance elements are in place between the entity and the contract pharmacy prior to submission of HRSA/OPAIS enrollment. The Chief Compliance Officer also reviews the agreement to ensure it complies with all federal, state, and local requirements.
- 2) The Coastal Health & Wellness Chief Compliance Officer completes the online enrollment process through the HRSA OPAIS website during an applicable registration window (January 1–January 15 for an effective start date of April 1; April 1–April 15 for an effective start date of July 1; July 1–July 15 for an effective start date of October 1; and October 1–October 15 for an effective start date of January 1). The Executive Director subsequently authorizes the enrollment.

- 3) The Coastal Health & Wellness Executive Director ensures that the Contract Pharmacies registration request is certified online within fifteen (15) days from the date the online registration was completed. A Contract Pharmacies' responsible representative may be the owner, president, CEO, COO, or CFO.
- 4) The Coastal Health & Wellness Executive Director begins the Contract Pharmacy arrangement only on or after the effective date permitted under the HRSA 340B regulations.

Procedure for Changes to Coastal Health & Wellness's Information in the HRSA 340B Database

It is Coastal Health & Wellness' ongoing responsibility to immediately inform HRSA of any changes to its information, status or 340B eligibility. Should Coastal Health & Wellness become aware that its 340B eligibility has been relinquished, the Executive Director or Chief Compliance Officer must notify HRSA immediately and cease from purchasing 340B medications. The Executive Director or Chief Compliance Officer shall also promptly notify all CHW 340B Contract Pharmacy affiliates of the change or relinquishment.

VIII. PRIME VENDOR PROGRAM (PVP) ENROLLMENT, UPDATES

Enrollment in PVP:

- 1) CHW's Executive Director or Chief Compliance Officer completes the 340B Program registration with HRSA.
- 2) CHW's Executive Director or Chief Compliance Officer completes the subsequently prompted Prime Vendor Portal (PVP) registration.
- 3) PVP staff validates information and sends a confirmation email to CHW's Executive Director or Chief Compliance Officer.
- 4) CHW's Executive Director or Chief Compliance Officer logs into the 340B Prime Vendor Portal and selects username/password for the account.

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Updating PVP Profile:

- 1) CHW's Executive Director or Chief Compliance Officer:
 - a) Accesses the entity's PVP account.
 - b) Updates HRSA information by completing the 340B Change Form.
- 2) After the HRSA 340B Database has been updated, the PVP database will be automatically updated during the nightly synchronization.
- 3) CHW's Executive Director or Chief Compliance Officer the updates the 340B Prime Vendor Program (PVP) Participation Information by:
 - a) Editing and submitting CHW's new DEA number, distributor and/or contacts.

IX. 340B PROCUREMENT, INVENTORY MANAGEMENT, DISPENSING

340B inventory is procured and managed by the following parties:

- 1) Clinic administration; and
- 2) Contract Pharmacies.
 - a) Note: Coastal Health & Wellness annually approves a fee scale that addresses the establishment of usual and customary charges, applies income-based discounts, performs third-party billing/reconciliation, and/or bills Medicaid as appropriate for 340B medications issued by clinic administration or via a prescription through a 340B Contract Pharmacy.

Clinic Administered Drugs, Standard Processes

The 340B program operates under CHW guidelines which assure compliance with all federal, state and local laws, rules and regulations, such that:

- 1) 340B medications used in the clinic are received and inventoried by clinic staff, and that a log be maintained for all medications received;
- 2) 340B medications are dispensed per provider order in NextGen, and that each medication given is recorded in the medication log and documented in NextGen;
- 3) the log of 340B medications administered internally is maintained in the medication room, and all meds are inventoried weekly;
- 4) 340B medications are stored only in the locked medication rooms, which are restricted to select members of the clinic staff;
- 5) clinic staff monitors inventory of 340B medications, and places orders through the Procurement Officer on an as needed basis, and
- 6) the Nursing Director performs random audits of the medication log system.

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Contract Pharmacy Standard Processes

- 1) CHW has contracted with Walgreens Pharmacy to administer 340B medications to qualified CHW patients. Per contractual stipulations, both groups have an independent responsibility to adhere to pertinent 340B requirements.
- 2) Coastal Health & Wellness uses a replenishment model for Contract Pharmacy services.
- 3) 340B eligible prescriptions are presented to Contract Pharmacies almost exclusively via e-prescription. Contract Pharmacies verify patient, prescriber, and clinic eligibility via barcode, pharmacy benefits manager (PBM) or by phone call to designated Coastal Health & Wellness representatives. Updates are made to the patient's eligibility status annually.

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CHW has contracted with Southside 8 Pharmacy to administer 340B medications to qualified CHW patients. Per contractual stipulations, both groups have an independent responsibility to adhere to pertinent 340B requirements.¶
¶
CHW and Southside 8 Pharmacy have contracted with WellPartner, a third-party administrator, to serve as a neutral intermediary for the design, implementation and oversight of the partnership.¶

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4) **For Walgreens Pharmacy:**

- a) Walgreens dispenses prescriptions to 340B eligible patients using medications in-stock at the applicable Walgreens location.
- b) Walgreens pharmacy staff places 340B orders on behalf of Coastal Health & Wellness, based on 340B eligible use as determined by an accumulator system from Cardinal Healthcare. Orders are triggered when a full-package size is deemed by Walgreens to have been attained and is placed by an internally generated software system immediately at the time in which the package is deemed full. Such information is communicated to Coastal Health & Wellness staff via updates provided through the Walgreens 340B intranet portal.
- c) Coastal Health & Wellness pays invoices to Cardinal for all 340B drugs.
- d) Walgreens pharmacy staff receives 340B inventory by examining the wholesaler invoice against the order, and reports inaccuracies to Cardinal and Coastal Health & Wellness staff for reconciliation.
- e) Walgreens notifies Coastal Health & Wellness if Walgreens does not receive the 11-digit NDC replenishment order within three (3) failed inventory attempts of the original order fulfillment request. Coastal Health & Wellness will reimburse Walgreens at a pre-negotiated rate for 340B approved drugs during such failures.
- f) Any non-replacement 340B inventory is stored at the receiving Walgreens pharmacy. The inventory is protected by a security system managed by Walgreens. Only Walgreens employees have access to these pharmacies.
- g) Walgreens pharmacies will provide a comprehensive monthly report to Coastal Health & Wellness which reflects all applicable purchases made in accordance with the entity's 340B affiliation via the Walgreens 340B intranet portal.

X. RECOMMENDED MONITORING AND REPORTING

- 1) The entity uses the self-auditing processes made available through the independent auditing tool in the Walgreens 340B portal, which is built using the foundational pillars of the HRSA 340B Self-Assessment/Self Audit processes.
- 2) CHW also makes use of the Kalderos GRAPPA tool to identify potential duplicate discounts.

Reporting 340B Noncompliance

In the event that Coastal Health & Wellness determines 340B drug diversion or duplicate discounts have occurred, or that it is otherwise unable to comply with its responsibility to ensure compliance with the 340B drug program, CHW will take immediate remedial action to assure compliance and notify the OPA regarding such compliance problems and actions taken to remedy those problems in accordance with the *Entity Self-Disclosures* process as set forth by HRSA.

340B Compliance Review

The 340B compliance review summarizes all activities necessary to ensure comprehensive review of 340B compliance at Coastal Health & Wellness. CHW personnel is responsible and accountable for overseeing this review process, as well as taking corrective actions based upon the findings.

Diversion: Drug diversion in the program is defined as a 340B drug being provided to an individual who is not an eligible outpatient of that entity and/or dispensed in an area of a larger facility that is not eligible (e.g., an inpatient service or a non-covered clinic).

Duplication: A duplicate discount occurs when inventory subject to a 340B discount is also submitted for a Medicaid rebate, causing the drug manufacturer to pay two discounts on the same drug.

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For Southside 8 Pharmacy:¶

¶ CHW contracts directly with Southside 8 pharmacy through WellPartner, a neutral third-party administrator, in the form of a "bill-to ship-to" arrangement, under which 340B medications are replenished through Southside 8 Pharmacy's contract with Coastal Health & Wellness.¶

¶ WellPartner uses the 340B price provided by Cardinal as necessary for the processing, tracking, reporting, and auditing of replenishment orders consistent with the "bill-to ship-to" arrangement, and applicable laws and regulations.¶

¶ Coastal Health & Wellness, with the assistance of WellPartner, ensures that 340B drugs will be supplied in a manner consistent with this Agreement and applicable laws and regulations.¶

¶ All relevant orders, dispensements, refill requests, reconciliation statements, invoices and payments by and between Southside 8 Pharmacy and CHW are viewable through a tracking portal hosted by WellPartner, which is audited monthly by the CHW Business Office Manager.¶

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Activity	Frequency	Entity Eligibility	No Diversion	No Duplicate Discount
Review of all HRSA 340B Database information for Coastal Health & Wellness, indigent care agreement with state/local government. Coastal Health & Wellness staff responsible: Chief Compliance Officer and Business Office Manager	Annually	X		
Review of 340B self-audit reports, Coastal Health & Wellness staff responsible: Chief Compliance Officer	Monthly		X	X
Review of quarterly contract price load. Coastal Health & Wellness staff responsible: Procurement Manager	Quarterly		X	X
Update (minimum) of prescriber and patient eligibility files with PBM/contract pharmacy. Coastal Health & Wellness staff responsible: Business Office Manager	Annually		X	X

XI. Appendix A: Contract Pharmacy Compliance Elements

HRSA has provided essential covered entity compliance elements as guidance for the contractual provisions expected in all contract pharmacy arrangements. Per HRSA's program requirements:

- (a) Coastal Health & Wellness will purchase the drug, maintain title to the drug and assume responsibility for establishing its price, pursuant to the terms of an HHS grant (if applicable) and any applicable Federal, State and local laws. A "ship to, bill to" procedure is used in which CHW purchases the drug; Cardinal must bill the covered entity for the drug that it purchased but ships the drug directly to Contract Pharmacy. All 340B medications ordered by CHW are billed to PO Box 939, La Marque, TX 77568.
- (b) Coastal Health & Wellness' agreements with its Contract Pharmacies specify the responsibility of the parties to provide comprehensive pharmacy services (e.g., dispensing, recordkeeping, drug utilization review, formulary maintenance, patient profile, patient counseling, and medication therapy management services and other clinical pharmacy services).
- (c) Coastal Health & Wellness' providers always ensure to inform the patient of his or her freedom to choose a pharmacy provider. When a patient obtains a drug from a pharmacy other than a covered entity's contract pharmacy or the covered entity's in-house pharmacy, the manufacturer is not required to offer this drug at the 340B price.
- (d) The Contract Pharmacy may provide other services to Coastal Health & Wellness and/or its patients at the option of CHW providers (e.g., home care, delivery, reimbursement services). Regardless of the services provided by the Contract Pharmacy, access to 340B pricing shall be restricted solely to qualifying CHW patients.
- (e) The Contract Pharmacies and Coastal Health & Wellness will adhere to all federal, state, and local laws and requirements. Both CHW and the Contract Pharmacies are aware of the potential for civil or criminal penalties if either violates federal or state law.
- (f) The Contract Pharmacies shall provide CHW with reports consistent with customary business practices (e.g., quarterly billing statements, status reports of collections and receiving and dispensing records).
- (g) The Contract Pharmacies, with the assistance of CHW, will establish and maintain a tracking system suitable to prevent diversion of section 340B drugs to individuals who are not CHW patients. Customary business records may be used for this purpose. CHW will establish a process for periodic comparison of its prescribing records with the Contract Pharmacies' dispensing records to detect potential irregularities.
- (h) Coastal Health & Wellness and the Contract Pharmacies have developed a system to verify patient eligibility, as defined by HRSA guidelines. The system should be subject to modification in the event of change in such guidelines. Both parties agree that they will not resell or transfer a drug purchased at section 340B prices to an individual who is not a CHW patient. CHW also understands that it may be removed from the list of eligible 340B covered entities because of its participation in drug diversion, and therefore no longer be eligible for 340B pricing.
- (i) Neither Coastal Health & Wellness nor the Contract Pharmacies will use drugs purchased under section 340B to dispense Medicaid prescriptions, unless CHW, the Contract Pharmacy and the State Medicaid agency have established an arrangement to prevent duplicate discounts. Any such arrangement that is made shall be promptly reported to HRSA by CHW.

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- (j) The covered entity and Contract Pharmacies will identify the necessary information for the covered entity to meet its ongoing responsibility of ensuring that the elements listed herein are being complied with and establish mechanisms to ensure availability of that information for periodic independent audits performed by the covered entity.
- (k) Coastal Health & Wellness and Contracted Pharmacies understand that they are subject to audits by outside parties (by the Department and participating manufacturers) of records that directly pertain to the entity's compliance with the drug resale or transfer prohibition and the prohibition against duplicate discounts. *See 42 U.S.C. 256b(a)(5)(c)*. Contract Pharmacies assure that all pertinent reimbursement accounts and dispensing records, maintained by the Contract Pharmacies, will be accessible separately from the Contract Pharmacies' own operations and will be made available to the covered entity, HRSA, and the manufacturer in the case of an audit. Such auditable records will be maintained for a period of time that complies with all applicable federal, state and local requirements.
- (l) Upon written request to Coastal Health & Wellness, a copy of the Contract Pharmacies' service agreement will be provided to the Office of Pharmacy Affairs.

Appendix B: Definition of Terms

340B ceiling price	<p>The maximum price drug manufacturers can charge for a 340B-purchased drug.</p> <p>340B Ceiling Price =</p> <p>Generic:</p> <ul style="list-style-type: none">☒ AMP – URA <p>Brand:</p> <ul style="list-style-type: none">☒ AMP – (AMP-Best Price) (if lower than AMP – URA)☒ If AMP is rising faster than the rate of inflation an additional discount is owed: <p>$AMP\ current - (CPI - U\ current / CPI - U\ baseline) * AMP\ baseline$</p> <p>URAs:</p> <ul style="list-style-type: none">☒ Brand-name drugs ([single source] and [innovator]) = 23.1%☒ Generic drugs (non-innovator multiple source drugs (N)) = 13%☒ Hemophilia and pediatric drugs = 17.1%
340B covered entity (CE)	<p>340B covered entities are facilities/programs listed in the 340B statute as eligible to purchase drugs through the 340B program and appear on the HRSA 340B Database.</p>
340B covered outpatient drug (COD)	<p>A covered outpatient drug, defined in 1927(k) of the Social Security Act (SSA), is summarized as:</p> <p><i>An FDA-approved prescription drug, an over-the-counter (OTC) drug that is written on a prescription, a biological product that can be dispensed only by a prescription (other than a vaccine), or FDA-approved insulin.</i></p>
340B Drug Pricing Program (340B program)	<p>Section 340B of the Public Health Service (PHS) Act (1992) requires drug manufacturers participating in the Medicaid Drug Rebate Program to sign a pharmaceutical pricing agreement (PPA) with the Secretary of Health and Human Services. This agreement limits the price manufacturers may charge certain covered entities for covered outpatient drugs. The resulting program is the 340B Drug Pricing Program.</p>
340B-eligible patient	<p>In summary, an individual is a “patient” of a covered entity (with the exception of state-operated or -funded AIDS drug purchasing assistance programs) only if:</p> <ol style="list-style-type: none">1. The covered entity has established a relationship with the individual, such that the covered entity maintains records of the individual’s health care;2. The individual receives health care services from a health care professional who is either employed by the covered entity or provides health care under contractual or other arrangements (e.g., referral for consultation) such that responsibility for the care provided remains with the covered entity; and3. The individual receives a health care service or range of services from the covered entity that is consistent with the service or range of services for which grant funding or federally qualified health center lookalike status has been provided to the entity. Disproportionate share hospitals are exempt from this requirement. <p>An individual will not be considered a “patient” of the entity for purposes of 340B if the only health care service received by the individual from the covered entity is the dispensing of a drug or drugs for subsequent self-administration or administration in the home setting.</p> <p>An individual registered in a state-operated AIDS drug purchasing assistance program receiving financial assistance under title XXVI of the PHS Act will be considered a “patient” of the covered entity for purposes of this definition if so registered as eligible by the state program.</p>

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CH061610 Coastal Health & Wellness (Active) - information as of 6/15/2020 2:22:04 PM

Name
Coastal Health & Wellness

Subdivision Name
Type
Consolidated Health Center Program

Site ID
BPS-H80-012179

340B ID
CH061610

Grant Number
H80CS00344

Employer Identification Number (EIN)
74-1665318

Current Program Status
Active

Registration Date
4/1/1996

Participating Start Date
4/1/1996

Participating Approval Date
1/21/2010

Last Recertification Date
1/29/2020

Street Address
9850-A Emmett F. Lowry Expressway
Suite A108
Texas City, TX 77591

Billing Address
Coastal Health & Wellness
9850-A Emmett F Lowry Expy
A-108
Texas City, TX 77591

Authorizing Official
Coastal Health & Wellness
Kathy Barroso, CEO
(409) 938-2257
kbarroso@gchd.org

Primary Contact
Galveston County Health District
Richard Mosquera, Chief Compliance Officer
(409) 938-2492
rmosquera@gchd.org

Comments

Comment	Comment Type	Comment Created By	Comment Created On
12/22/05 REMOVED MEDICAID # (WAS FQ0000026)	Public	aerhardt	01/21/2010

Medicaid Billing

Will you bill Medicaid for drugs purchased at 340B prices? No

Attachment

ID	FileName	Document Name	Attachment Type	Process	Uploaded By CE Name	Uploaded On	Uploaded By	Comment	Quarter/Year	
No attachments to display.										
ID	FileName	Document Name	Attachment Type	Process	Associated By CE Name	Uploaded By CE Name	Uploaded On	Uploaded By	Comment	Year/Quarter
No attachments to display.										

Shipping Addresses

Shipping Address 1
Galveston County Health District
9850 Emmett F. Lowry Expy.
Suite A-114
Texas City, TX 77591

Contract Pharmacies

Contract Detail	Pharmacy Name	Address	Address Cont.	City	State	Zip Code	Approval Date	Begin Date	Carve-In Effective Date	Termination Date	340B Status	Last Updated On
Contract Detail	GALVESTON SPECIALTY PHARMACY	707 23RD ST	SUITE F	GALVESTON	TX	77550	01/04/2019	04/01/2019		03/06/2019	Terminated	03/07/2019
Contract Detail	SOUTHSIDE PHARMACY 8	707 23RD STREET	SUITE F	GALVESTON	TX	77550	01/16/2017	04/01/2017		01/27/2020	Terminated	01/29/2020
Contract Detail	WALGREEN CO		710 OVILLA ROAD	WAXAHACHIE	TX	75167	02/21/2013	04/01/2013		08/12/2015	Terminated	08/12/2015

Covered Entity Details

Contract Detail	Pharmacy Name	Address	Address Cont.	City	State	Zip Code	Approval Date	Begin Date	Carve-In Effective Date	Termination Date	340B Status	Last Updated On
Contract Detail	WALGREEN CO	DBA: WALGREENS	28727 OREGON ROAD	PERRYSBURG	OH	43551	02/21/2013	04/01/2013		08/12/2015	Terminated	08/12/2015
Contract Detail	WALGREEN CO.	COMMUNITY A WALGREENS PHARMACY #15320	4101 GREENBRIAR SUITE 235	HOUSTON	TX	77098	07/02/2019	10/01/2019			Active	10/01/2019
Contract Detail	WALGREEN CO.	DBA: WALGREENS #11216	11914 ASTORIA BLVD, STE 190	HOUSTON	TX	77089- 6073	07/03/2019	10/01/2019			Active	10/01/2019
Contract Detail	WALGREEN CO.	DBA: WALGREENS #10596	2585 E LEAGUE CITY PKWY	LEAGUE CITY	TX	77573	07/12/2019	10/01/2019			Active	10/01/2019
Contract Detail	WALGREEN CO.	DBA: WALGREENS # 03420	308 SEAWALL BLVD	GALVESTON	TX	77550	10/25/2011	10/25/2011			Active	03/28/2013
Contract Detail	WALGREEN CO.	DBA: WALGREENS # 03760	2990 MARINA BAY DRIVE	LEAGUE CITY	TX	77573	10/25/2011	10/25/2011			Active	03/28/2013
Contract Detail	WALGREEN CO.	DBA: WALGREENS # 05833	1801 FM 1765	LA MARQUE	TX	77568	10/25/2011	10/25/2011			Active	03/28/2013
Contract Detail	WALGREEN CO.	DBA: WALGREENS # 06089	4016 HWY 3	DICKINSON	TX	77539	10/25/2011	10/25/2011			Active	03/28/2013
Contract Detail	WALGREEN CO.	DBA: WALGREENS # 06566	1088 W MAIN STREET	LEAGUE CITY	TX	77573- 2022	10/25/2011	10/25/2011			Active	03/28/2013
Contract Detail	WALGREEN CO.	DBA: WALGREENS # 07178	100 FM 646 ROAD NORTH	DICKINSON	TX	77539	10/25/2011	10/25/2011			Active	03/28/2013
Contract Detail	WALGREEN CO.	DBA: WALGREENS # 09062	2501 61ST STREET	GALVESTON	TX	77551- 1849	10/25/2011	10/25/2011			Active	03/28/2013
Contract Detail	WALGREEN CO.	DBA: WALGREENS # 09165	1832 FM 646 RD W	DICKINSON	TX	77539	10/25/2011	10/25/2011			Active	03/28/2013
Contract Detail	WALGREEN CO.	DBA: WALGREENS # 09507	102 N FRIENDSWOOD DR	FRIENDSWOOD	TX	77546	10/25/2011	10/25/2011			Active	03/28/2013
Contract Detail	WALGREEN CO.	DBA: WALGREENS # 09604	156 FM 518 RD	KEMAH	TX	77565- 3215	10/25/2011	10/25/2011			Active	03/28/2013
Contract Detail	WALGREEN CO.	DBA: WALGREENS # 10583	3103 PALMER HIGHWAY	TEXAS CITY	TX	77590- 6721	10/25/2011	10/25/2011			Active	03/28/2013
Contract Detail	WALGREEN CO.	DBA: WALGREENS #10451	4902 W. MAIN ST.	LEAGUE CITY	TX	77573	02/21/2013	04/01/2013			Active	03/28/2013
Contract Detail	WALGREENS MAIL SERVICE, INC.	8350 S RIVER PARKWAY		TEMPE	AZ	85284	04/09/2013	07/01/2013		08/12/2015	Terminated	08/12/2015
Contract Detail	WALGREENS MAIL SERVICE, INC.		8337 S PARK CIRCLE	ORLANDO	FL	32819- 9049	04/09/2013	07/01/2013		08/12/2015	Terminated	08/12/2015

Grantee Sites

340B ID	340B Status	SiteId	Name	Sub Name	Address	Address Cont.	City	State
CH061610	Active	BPS-H80-012179	Coastal Health & Wellness		9850-A Emmett F. Lowry Expressway	Suite A108	Texas City	TX
CH06161D	Active	BPS-H80-011462	COASTAL HEALTH & WELLNESS	Coastal Health & Wellness - Texas City	9850-C Emmett F. Lowry Expressway STE C103		Texas City	TX
CH06161E	Active	BPS-H80-001376	COASTAL HEALTH & WELLNESS	Coastal Health & Wellness - Galveston	4700 BROADWAY STREET STE 100		GALVESTON	TX
CH06161F	Active	BPS-H80-013539	COASTAL HEALTH & WELLNESS	Mobile Van #1	9850-C Emmett F. Lowry Expressway STE C103		Texas City	TX

Grantee Sites Contract Pharmacies

340B ID	Pharmacy Name	Address	Address Cont.	City	State	Zip Code	Begin Date	Carve-In Effective Date	Termination Date
CH061610	GALVESTON SPECIALTY PHARMACY	707 23RD ST	SUITE F	GALVESTON	TX	77550	04/01/2019		03/06/2019
CH061610	SOUTHSIDE PHARMACY 8	707 23RD STREET	SUITE F	GALVESTON	TX	77550	04/01/2017		01/27/2020
CH061610	WALGREEN CO		710 OVILLA ROAD	WAXAHACHIE	TX	75167	04/01/2013		08/12/2015
CH061610	WALGREEN CO	DBA: WALGREENS	28727 OREGON ROAD	PERRYSBURG	OH	43551	04/01/2013		08/12/2015
CH061610	WALGREEN CO.	DBA: WALGREENS #11216	11914 ASTORIA BLVD, STE 190	HOUSTON	TX	77089-6073	10/01/2019		
CH061610	WALGREEN CO.	DBA: WALGREENS #10451	4902 W. MAIN ST.	LEAGUE CITY	TX	77573	04/01/2013		
CH061610	WALGREEN CO.	COMMUNITY A WALGREENS PHARMACY #15320	4101 GREENBRIAR SUITE 235	HOUSTON	TX	77098	10/01/2019		
CH061610	WALGREEN CO.	DBA: WALGREENS #10596	2585 E LEAGUE CITY PKWY	LEAGUE CITY	TX	77573	10/01/2019		
CH061610	WALGREEN CO.	DBA: WALGREENS # 03420	308 SEAWALL BLVD	GALVESTON	TX	77550	10/25/2011		
CH061610	WALGREEN CO.	DBA: WALGREENS # 03760	2990 MARINA BAY DRIVE	LEAGUE CITY	TX	77573	10/25/2011		
CH061610	WALGREEN CO.	DBA: WALGREENS # 05833	1801 FM 1765	LA MARQUE	TX	77568	10/25/2011		
CH061610	WALGREEN CO.	DBA: WALGREENS # 06089	4016 HWY 3	DICKINSON	TX	77539	10/25/2011		
CH061610	WALGREEN CO.	DBA: WALGREENS # 06566	1088 W MAIN STREET	LEAGUE CITY	TX	77573-2022	10/25/2011		
CH061610	WALGREEN CO.	DBA: WALGREENS # 07178	100 FM 646 ROAD NORTH	DICKINSON	TX	77539	10/25/2011		
CH061610	WALGREEN CO.	DBA: WALGREENS # 09062	2501 61ST STREET	GALVESTON	TX	77551-1849	10/25/2011		
CH061610	WALGREEN CO.	DBA: WALGREENS # 09165	1832 FM 646 RD W	DICKINSON	TX	77539	10/25/2011		
CH061610	WALGREEN CO.	DBA: WALGREENS # 09507	102 N FRIENDSWOOD DR	FRIENDSWOOD	TX	77546	10/25/2011		
CH061610	WALGREEN CO.	DBA: WALGREENS # 09604	156 FM 518 RD	KEMAH	TX	77565-3215	10/25/2011		
CH061610	WALGREEN CO.	DBA: WALGREENS # 10583	3103 PALMER HIGHWAY	TEXAS CITY	TX	77590-6721	10/25/2011		

Covered Entity Details

340B ID	Pharmacy Name	Address	Address Cont.	City	State	Zip Code	Begin Date	Carve-In Effective Date	Termination Date
CH061610	WALGREENS MAIL SERVICE, INC.	8350 S RIVER PARKWAY		TEMPE	AZ	85284	07/01/2013		08/12/2015
CH061610	WALGREENS MAIL SERVICE, INC.		8337 S PARK CIRCLE	ORLANDO	FL	32819-9049	07/01/2013		08/12/2015

History

Section	Field	Action	Activity	Value Before	Value After	Timestamp	Username
Details	Last Recertification Date	Update	Recertification	2/13/2019 1:12:25 PM	1/29/2020 11:45:12 AM	1/29/2020 11:45 AM	kbarroso@gchd.or
Contacts	Authorizing Official	Update	Profile Change Request	Barroso, Kathy Intrim CEO Coastal Health & Wellness 4099382257	Barroso, Kathy CEO Coastal Health & Wellness 4099382257	1/29/2020 11:42 AM	kbarroso@gchd.or
Addresses	Shipping Address	Insert	Recertification		Galveston County Health District 9850 Emmett F. Lowry Expy. Suite A-114 Texas City, TX 77591	2/13/2019 1:12 PM	OPA
Addresses	Billing Address	Update	Recertification	Coastal Health & Wellness P.O. Box 939 La Marque, TX 77568	Coastal Health & Wellness 9850-A Emmett F Lowry Expy A-108 Texas City, TX 77591	2/13/2019 1:12 PM	OPA
Details	Last Recertification Date	Update	Recertification	2/28/2018 12:23:31 PM	2/13/2019 1:12:25 PM	2/13/2019 1:12 PM	OPA
Contacts	Primary Contact	Update	Change Request	Williams, Lea Director of Contracts and Compliance/ General Counsel GCHD 4099382213	Mosquera, Richard Chief Compliance Officer Galveston County Health District 4099382492	8/7/2018 3:51 PM	kbarroso@gchd.or
Contacts	Primary Contact Email Address	Update	Change Request	lwilliams@gchd.o	rmosquera@gchd.o	8/7/2018 3:51 PM	kbarroso@gchd.or
Contacts	Authorizing Official	Update	AO Change Request	McClure, Mary Executive Director Coastal Health & Wellness 4099382336	Barroso, Kathy Intrim CEO Coastal Health & Wellness 4099382257	8/7/2018 9:28 AM	OPA
Contacts	Authorizing Official Email Address	Update	AO Change Request	mmclure@gchd.or	kbarroso@gchd.or	8/7/2018 9:28 AM	OPA
Details	Last Recertification Date	Update	Recertification	1/25/2017 12:00:00 AM	2/28/2018 12:23:31 PM	2/28/2018 12:23 PM	mmclure@gchd.or
Contacts	Authorizing Official	Update	Profile Change Request	McClure, Mary Interim Executive Director Coastal Health & Wellness 4099382336	McClure, Mary Executive Director Coastal Health & Wellness 4099382336	2/28/2018 12:22 PM	mmclure@gchd.or

Covered Entity Details

Section	Field	Action	Activity	Value Before	Value After	Timestamp	Username
Contacts	Primary Contact	Update	Change Request	Mosquera, Richard Director of Compliance & Contracts 4099382213	Williams, Lea Director of Contracts and Compliance/ General Counsel GCHD 4099382213	10/25/2017 2:43 PM	mmclure@gchd.or
Contacts	Primary Contact Email Address	Update	Change Request	rmosquera@gchd.o	lwilliams@gchd.o	10/25/2017 2:43 PM	mmclure@gchd.or
Details	Is Medicare Cost Report	Update	Change Request	False		10/25/2017 2:43 PM	mmclure@gchd.or
Details	Is Provider Based Hospital	Update	Change Request	False		10/25/2017 2:43 PM	mmclure@gchd.or
Details	Local State Contract	Update	Change Request			10/25/2017 2:43 PM	mmclure@gchd.or
Details	Shipping Justification	Update	Change Request			10/25/2017 2:43 PM	mmclure@gchd.or
Contacts	Authorizing Official	Update		McClure, Mary Interim Executive Director 4099382336	McClure, Mary Interim Executive Director Coastal Health & Wellness 4099382336	10/4/2017 9:01 AM	OPA
Addresses	Main Address	Insert			9850-A Emmett F. Lowry Expressway Suite A108 Texas City, TX 77591	5/16/2017 11:24 AM	OPA
Addresses	Billing Address	Insert			Coastal Health & Wellness P.O. Box 939 La Marque, TX 77568	5/16/2017 11:24 AM	OPA
Contacts	Authorizing Official	Update		Babcock, Tammy Executive Director 4099784211	McClure, Mary Interim Executive Director 4099382336	5/16/2017 11:24 AM	OPA
Contacts	Authorizing Official Email Address	Update		tbabcock@gchd.or	mmclure@gchd.or	5/16/2017 11:24 AM	OPA
Contacts	Primary Contact	Update		Alhassan, Abdul Aziz Medical Director 4099493406	Mosquera, Richard Director of Compliance & Contracts 4099382213	5/16/2017 11:24 AM	OPA
Contacts	Primary Contact Email Address	Update		aalhassan@gchd.o	rmosquera@gchd.o	5/16/2017 11:24 AM	OPA
Details	Last Recertification Date	Update		3/1/2016 12:00:00 AM	1/25/2017 12:00:00 AM	1/25/2017 9:26 AM	OPA
Contacts	Authorizing Official	Update		Barroso, Kathy Intrim CEO 4099382257	Babcock, Tammy Executive Director 4099784211	1/16/2017 12:51 PM	OPA
Contacts	Authorizing Official Email Address	Update		kbarroso@gchd.or	tbabcock@gchd.or	1/16/2017 12:51 PM	OPA

Covered Entity Details

Section	Field	Action	Activity	Value Before	Value After	Timestamp	Username
Details	Last Recertification Date	Update		3/10/2015 12:00:00 AM	3/1/2016 12:00:00 AM	3/1/2016 5:30 PM	OPA
Contacts	Authorizing Official	Insert			Barroso, Kathy Intrim CEO 4099382257	7/24/2015 10:40 AM	OPA
Contacts	Authorizing Official Email Address	Insert			kbarroso@gchd.or	7/24/2015 10:40 AM	OPA
Details	Last Recertification Date	Update		2/24/2014 12:00:00 AM	3/10/2015 12:00:00 AM	3/10/2015 4:10 PM	OPA
Contacts	Primary Contact	Insert			Alhassan, Abdul Aziz Medical Director 4099493406	6/18/2014 3:54 PM	OPA
Contacts	Primary Contact Email Address	Insert			aalhassan@gchd.o	6/18/2014 3:54 PM	OPA
Details	EIN	Update			741665318	4/30/2014 10:39 AM	OPA
Details	Last Recertification Date	Update		4/1/2013 12:00:00 AM	2/24/2014 12:00:00 AM	2/24/2014 9:59 AM	OPA
Details	Last Recertification Date	Update			4/1/2013 12:00:00 AM	2/7/2013 8:34 AM	OPA
Details	Site ID	Update		std775685	BPS-H80-012179	2/1/2013 8:00 PM	OPA
Details	Entity Name	Update		GALVESTON COUNTY COORD COMMUNITY CLINIC	Coastal Health & Wellness	12/17/2012 4:50 PM	OPA
Details	Site ID	Update			std775685	12/17/2012 4:50 PM	OPA
Details	Entity Subname	Update		Coastal Health & Wellness		12/17/2012 4:50 PM	OPA
Details	Is Medicare Cost Report	Update			False	7/11/2012 9:01 AM	OPA
Details	Is Provider Based Hospital	Update			False	7/11/2012 9:01 AM	OPA
Details	Entity Subname	Update		ADMINISTRATIVE SITE	Coastal Health & Wellness	7/11/2012 9:01 AM	OPA
Details	Last Recertification Date	Insert				1/21/2010 1:18 PM	OPA
Details	EIN	Insert				1/21/2010 1:18 PM	OPA
Details	Grant Number	Insert			H80CS00344	1/21/2010 1:18 PM	OPA
Details	340B ID	Insert			CH061610	1/21/2010 1:18 PM	OPA
Details	Is Authorizing Official EHB Data	Insert				1/21/2010 1:18 PM	OPA
Details	Is Medicare Cost Report	Insert				1/21/2010 1:18 PM	OPA


Section	Field	Action	Activity	Value Before	Value After	Timestamp	Username
Details	Is Provider Based Hospital	Insert				1/21/2010 1:18 PM	OPA
Dates	Last Date That 340B Drugs Purchased	Insert				1/21/2010 1:18 PM	OPA
Details	Local State Contract	Insert				1/21/2010 1:18 PM	OPA
Details	Medicare Provider Number	Insert				1/21/2010 1:18 PM	OPA
Details	Entity Name	Insert			GALVESTON COUNTY COORD COMMUNITY CLINIC	1/21/2010 1:18 PM	OPA
Details	Outpatient Facility Grant Number	Insert				1/21/2010 1:18 PM	OPA
Details	Outpatient Facility Medicare Provider Number	Insert				1/21/2010 1:18 PM	OPA
Details	Outpatient Service Clinic Name	Insert				1/21/2010 1:18 PM	OPA
Details	Program Code	Insert			CH	1/21/2010 1:18 PM	OPA
Details	Shipping Justification	Insert				1/21/2010 1:18 PM	OPA
Details	Site ID	Insert				1/21/2010 1:18 PM	OPA
Details	Entity Subname	Insert			ADMINISTRATIVE SITE	1/21/2010 1:18 PM	OPA
Dates	Participating Approval Date	Insert			1/21/2010 12:00:00 AM	1/21/2010 1:18 PM	OPA
Details	State	Insert			Active	1/21/2010 1:18 PM	OPA
Dates	Registration Date	Insert			4/1/1996 12:00:00 AM	1/21/2010 1:18 PM	OPA
Dates	Signed By Date	Insert				1/21/2010 1:18 PM	OPA
Dates	Start Date	Insert			4/1/1996 12:00:00 AM	1/21/2010 1:18 PM	OPA
Terminations	Termination Comments	Insert				1/21/2010 1:18 PM	OPA
Terminations	Termination Date	Insert				1/21/2010 1:18 PM	OPA
Terminations	Termination Effective Date	Insert				1/21/2010 1:18 PM	OPA
Terminations	Termination Reason	Insert				1/21/2010 1:18 PM	OPA
Details	Comments	Insert			12/22/05 REMOVED MEDICAID # (WAS FQ0000026)	1/21/2010 1:18 PM	OPA

Covered Entity Details

Process Name	Event Date Time	Submitted By	Task Name	Process State	Event Reason
Profile Change Request	01/30/2020 07:02	OPA Reviewer	AO Profile Change Review	Processing Complete	
Recertification	01/29/2020 11:45	kbarroso@gchd.org	Recertification Submitted for Attestation	Processing Complete	
Contract Pharmacy Termination Request	01/29/2020 11:43	kbarroso@gchd.org	Contract Pharmacy Termination Attestation	Processing Complete	
Profile Change Request	01/29/2020 11:42	kbarroso@gchd.org		Primary Reviewer Assigned	
Contract Pharmacy Termination Request	01/27/2020 12:44	rmosquera@gchd.org		New Contract Pharmacy Termination Request Received	
Recertification	01/27/2020 11:44	rmosquera@gchd.org	Recertification	Authorizing Official Assigned	
Recertification	01/27/2020 09:43	System		Recertification Received	
Contract Pharmacy Registration	07/12/2019 19:01	kbarroso@gchd.org	Contract Pharmacy Attestation	Processing Complete	
Contract Pharmacy Registration	07/12/2019 15:58	rmosquera@gchd.org		Contract Pharmacy Registration Received	
Contract Pharmacy Registration	07/03/2019 17:39	kbarroso@gchd.org	Contract Pharmacy Attestation	Processing Complete	
Contract Pharmacy Registration	07/03/2019 10:36	rmosquera@gchd.org		Contract Pharmacy Registration Received	
Contract Pharmacy Registration	07/02/2019 12:49	kbarroso@gchd.org	Contract Pharmacy Attestation	Processing Complete	
Contract Pharmacy Registration	07/02/2019 12:02	rmosquera@gchd.org		Contract Pharmacy Registration Received	
Contract Pharmacy Termination Request	03/07/2019 10:20	kbarroso@gchd.org	Contract Pharmacy Termination Attestation	Processing Complete	
Contract Pharmacy Termination Request	03/06/2019 16:37	rmosquera@gchd.org		New Contract Pharmacy Termination Request Received	
Recertification	02/13/2019 13:12	OPA Reviewer	Recertification Review	Processing Complete	
Recertification	02/13/2019 13:01	kbarroso@gchd.org	Recertification Submitted for Attestation	Primary Reviewer Assigned	
Recertification	01/29/2019 16:44	rmosquera@gchd.org	Recertification	Authorizing Official Assigned	
Recertification	01/28/2019 00:35	System		Recertification Received	
Contract Pharmacy Registration	01/04/2019 09:09	kbarroso@gchd.org	Contract Pharmacy Attestation	Processing Complete	
Contract Pharmacy Registration	01/03/2019 10:34	rmosquera@gchd.org		Contract Pharmacy Registration Received	
Change Request	08/07/2018 15:51	kbarroso@gchd.org	Change Request Attestation	Processing Complete	
Change Request	08/07/2018 15:51	kbarroso@gchd.org		New Change Request Received	
AO Change Request	08/07/2018 09:28	OPA Reviewer	AO Change Request Review	Processing Complete	
AO Change Request	08/07/2018 09:23	kbarroso@gchd.org	AO Change Request Attestation	Primary Reviewer Assigned	

Covered Entity Details

Process Name	Event Date Time	Submitted By	Task Name	Process State	Event Reason
AO Change Request	08/07/2018 09:23	kbarroso@gchd.org		AO Change Request Received	
Profile Change Request	03/01/2018 07:20	OPA Reviewer	AO Profile Change Review	Processing Complete	
Recertification	02/28/2018 12:23	mmclure@gchd.org	Recertification Submitted for Attestation	Processing Complete	
Recertification	02/28/2018 12:23	mmclure@gchd.org	Recertification	Authorizing Official Assigned	
Profile Change Request	02/28/2018 12:22	mmclure@gchd.org		Primary Reviewer Assigned	
Recertification	02/07/2018 00:38	System		Recertification Received	
Change Request	10/25/2017 14:43	mmclure@gchd.org	Change Request Attestation	Processing Complete	
Change Request	10/25/2017 14:43	mmclure@gchd.org		New Change Request Received	

1. DATE ISSUED: 02/25/2020	2. PROGRAM CFDA: 93.224	 <p>NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Title III, Section 330 Public Health Service Act, Section 330, 42 U.S.C. 254b Affordable Care Act, Section 10503 Public Health Service Act, Section 330, 42 U.S.C. 254, as amended. Authority: Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended Public Health Service Act, Section 330(e), 42 U.S.C. 254b Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended) and Section 10503 of The Patient Protection and Affordable Care Act (P.L. 111-148) Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b) Public Health Service Act, Section 330, as amended (42 U.S.C. 254b) Section 330 of the Public Health Service (PHS) Act, as amended (42 U.S.C. 254b, as amended) Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended)</p>																																										
3. SUPERSEDES AWARD NOTICE dated: except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.																																												
4a. AWARD NO.: 5 H80CS00344-19-00	4b. GRANT NO.: H80CS00344		5. FORMER GRANT NO.: H27CS02006																																									
6. PROJECT PERIOD: FROM: 04/01/2002 THROUGH: 03/31/2022																																												
7. BUDGET PERIOD: FROM: 04/01/2020 THROUGH: 03/31/2021																																												
8. TITLE OF PROJECT (OR PROGRAM): Health Center Program																																												
9. GRANTEE NAME AND ADDRESS: Coastal Health & Wellness 9850 Emmett F Lowry Expy Ste A Texas City, TX 77591-2001 DUNS NUMBER: 135951940 BHCNIS # 061610		10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Kathy Barroso Coastal Health & Wellness PO BOX 939 La Marque, TX 77568-0939																																										
11. APPROVED BUDGET: (Excludes Direct Assistance) <input type="checkbox"/> Grant Funds Only <input checked="" type="checkbox"/> Total project costs including grant funds and all other financial participation		12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE: <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">a. Authorized Financial Assistance This Period</td> <td style="text-align: right;">\$3,191,567.00</td> </tr> <tr> <td>b. Less Unobligated Balance from Prior Budget Periods</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">i. Additional Authority</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td style="padding-left: 20px;">ii. Offset</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>c. Unawarded Balance of Current Year's Funds</td> <td style="text-align: right;">\$797,892.00</td> </tr> <tr> <td>d. Less Cumulative Prior Awards(s) This Budget Period</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</td> <td style="text-align: right;">\$2,393,675.00</td> </tr> </table>	a. Authorized Financial Assistance This Period	\$3,191,567.00	b. Less Unobligated Balance from Prior Budget Periods		i. Additional Authority	\$0.00	ii. Offset	\$0.00	c. Unawarded Balance of Current Year's Funds	\$797,892.00	d. Less Cumulative Prior Awards(s) This Budget Period	\$0.00	e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$2,393,675.00																												
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<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:40%;">a . Salaries and Wages :</td> <td style="text-align: right;">\$6,346,945.00</td> </tr> <tr> <td>b . Fringe Benefits :</td> <td style="text-align: right;">\$1,239,586.00</td> </tr> <tr> <td>c . Total Personnel Costs :</td> <td style="text-align: right;">\$7,586,531.00</td> </tr> <tr> <td>d . Consultant Costs :</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>e . Equipment :</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>f . Supplies :</td> <td style="text-align: right;">\$1,255,086.00</td> </tr> <tr> <td>g . Travel :</td> <td style="text-align: right;">\$19,200.00</td> </tr> <tr> <td>h . Construction/Alteration and Renovation :</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>i . Other :</td> <td style="text-align: right;">\$1,934,502.00</td> </tr> <tr> <td>j . Consortium/Contractual Costs :</td> <td style="text-align: right;">\$856,176.00</td> </tr> <tr> <td>k . Trainee Related Expenses :</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>l . Trainee Stipends :</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>m Trainee Tuition and Fees :</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>n . Trainee Travel :</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>o . TOTAL DIRECT COSTS :</td> <td style="text-align: right;">\$11,651,495.00</td> </tr> <tr> <td>p . INDIRECT COSTS (Rate: % of S&W/TADC) :</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>q . TOTAL APPROVED BUDGET :</td> <td style="text-align: right;">\$11,651,495.00</td> </tr> <tr> <td style="padding-left: 20px;">i. Less Non-Federal Share:</td> <td style="text-align: right;">\$8,459,928.00</td> </tr> <tr> <td style="padding-left: 20px;">ii. Federal Share:</td> <td style="text-align: right;">\$3,191,567.00</td> </tr> </table>		a . Salaries and Wages :	\$6,346,945.00	b . Fringe Benefits :	\$1,239,586.00	c . Total Personnel Costs :	\$7,586,531.00	d . Consultant Costs :	\$0.00	e . Equipment :	\$0.00	f . Supplies :	\$1,255,086.00	g . Travel :	\$19,200.00	h . Construction/Alteration and Renovation :	\$0.00	i . Other :	\$1,934,502.00	j . Consortium/Contractual Costs :	\$856,176.00	k . Trainee Related Expenses :	\$0.00	l . Trainee Stipends :	\$0.00	m Trainee Tuition and Fees :	\$0.00	n . Trainee Travel :	\$0.00	o . TOTAL DIRECT COSTS :	\$11,651,495.00	p . INDIRECT COSTS (Rate: % of S&W/TADC) :	\$0.00	q . TOTAL APPROVED BUDGET :	\$11,651,495.00	i. Less Non-Federal Share:	\$8,459,928.00	ii. Federal Share:	\$3,191,567.00	13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project) <table border="1" style="width:100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width:30%;">YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">20</td> <td style="text-align: right;">\$3,237,400.00</td> </tr> </tbody> </table>	YEAR	TOTAL COSTS	20	\$3,237,400.00
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YEAR	TOTAL COSTS																																											
20	\$3,237,400.00																																											
14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">a. Amount of Direct Assistance</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>b. Less Unawarded Balance of Current Year's Funds</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>c. Less Cumulative Prior Awards(s) This Budget Period</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION</td> <td style="text-align: right;">\$0.00</td> </tr> </table>		a. Amount of Direct Assistance	\$0.00	b. Less Unawarded Balance of Current Year's Funds	\$0.00	c. Less Cumulative Prior Awards(s) This Budget Period	\$0.00	d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00																																			
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c. Less Cumulative Prior Awards(s) This Budget Period	\$0.00																																											
d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION	\$0.00																																											
15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other [D] Estimated Program Income: \$3,805,341.00																																												
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:																																												

a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached [X]Yes []No)

This grant is included under Expanded Authority

Electronically signed by Elvera Messina , Grants Management Officer on : 02/25/2020

17. OBJ. CLASS: 41.51 **18. CRS-EIN:** 1741665318A1 **19. FUTURE RECOMMENDED FUNDING:** \$0.00

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
20 - 3981160	93.224	19H80CS00344	\$686,777.00	\$0.00	CH	HEALTHCARECENTERS_19
20 - 398160J	93.527	19H80CS00344	\$1,706,898.00	\$0.00	CH	HEALTHCARECENTERS_19

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. The funds for this award are sub-accounted in the Payment Management System (PMS) and will be in a P type (sub accounted) account. This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. If your organization previously received a grant under this program, it was in a G type (cash pooled) account designated by a PMS Account Number ending in G or G1. Now that this grant is sub accounted the PMS Account Number will be changed to reflect either P or P1. For example, if the prior year grant was in payee account number 2AAG it will now be in 2AAP. Similarly, if the prior year grant was in payee account 2AAG1, the grant will be in payee account 2AAP1. The P sub account number and the sub account code (provided on page 1 of this Notice of Award) are both needed when requesting grant funds.
You may use your existing PMS username and password to check your organizations P account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at: <https://pms.psc.gov/grant-recipients/access-newuser.html> and send it to the fax number indicated on the bottom of the form. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <https://pms.psc.gov/find-pms-liaison-accountant.html>.
2. This Notice of Award is issued based on HRSA's approval of the Non-Competing Continuation (NCC) Progress Report. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement:
<http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>
3. This award includes pro-rated funding to support the increased access to integrated SUD and/or mental health services as part of the Fiscal Year 2018 Expanding Access to Quality Substance Use Disorder and Mental Health Services (SUD-MH).
4. This action approves the FY 2020 Budget Period Progress Report application and awards 9-month prorated support based on your target FY 2020 funding under the Health Center Program. Prorated funding is provided in this award due to the status of the FY 2020 Health Center Program appropriation. The balance of grant support for the FY 2020 budget period will be provided consistent with subsequent Congressional action on the FY 2020 Health Center Program appropriation.
5. All HRSA grant and cooperative agreement award recipients must ensure that all Federal funds used in support of their project adhere to the applicable Federal appropriations statute. Your proposed budget submission included personnel costs that were not in compliance with requirements of The Further Consolidated Appropriations Act, 2020, § 202, (P.L 116-94), enacted December 20, 2019, which restricts the amount of direct salary that may be paid to an individual under a HRSA grant or cooperative agreement to a rate no greater than Executive Level II of the Federal Executive Pay Scale., set at \$197,300, effective January, 2020. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to sub-recipients under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with recipient's institutional policy. None of the awarded funds may be used to pay an individual's salary at a rate in excess of the salary limitation. Note: an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements.
Please adjust the personnel costs charged under this award to comply with the requirements noted. Failure to comply with Federal statutes may result in disallowance of all or part of the cost of the activity or action not in compliance. Payments made for costs determined to be unallowable by HRSA must be refunded to the Federal Government in accordance with instructions from HRSA.

Program Specific Term(s)

1. If federal funds have been used toward the costs of acquiring a building, including the costs of amortizing the principal of, or paying interest on mortgages, you must notify the HRSA Grants Management Contact listed on this Notice of Award (NoA) for assistance regarding Federal Interest in the property within 60 days of the issuance date of this NoA.
2. The non-federal share of the project budget includes all anticipated program income sources such as fees, premiums, third party reimbursements, and payments that are generated from the delivery of services, and from "other revenue sources" such as state, local, or other federal grants or contracts; private support; or income generated from fundraising or contributions. In accordance with Section 330(e) (5)(D) of the PHS Act, health centers may use their non-grant funds, either "as permitted" under section 330 or "for such other purposes ... not specifically prohibited" under section 330 if such use "furthers the objectives of the project."
3. Consistent with Departmental guidance, health centers that purchase, are reimbursed, or provide reimbursement to other entities for outpatient prescription drugs are expected to secure the best prices available for such products to maximize results for the health center and its patients. Eligible health care organizations/covered entities that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audit regarding 340B Program compliance. 340B Program requirements, including eligibility, can be found at www.hrsa.gov/opa.
4. The Uniform Data System (UDS) annual performance report is due in accordance with specific instructions from the Program Office. Failure to submit a complete UDS report by the specified deadline may result in additional conditions and/or restrictions being placed on your award, including the requirement that all drawdowns of Health Center Program award funds from the Payment Management System (PMS) have prior approval from the HRSA Division of Grants Management Operations (DGMO) and/or limits on eligibility to receive future supplemental funding.
5. This grant is governed by the post-award requirements cited in Subpart D-Post Federal Award Requirements, standards for program and fiscal management of 45 CFR Part 75 except when the Notice of Award indicates in the "Remarks" section that the grant is included under "Expanded Authority." These recipients may take the following action without prior approval of the Grant Management Officer:
Section 75.308 (d)(3) Carry forward unobligated balances to subsequent periods of performance: Except for funds restricted on a Notice of Award, recipients are authorized to carry over unobligated grant funds remaining at the end of that budget period up to 25% of the amount awarded for that budget period.
In all cases, the recipient must notify HRSA when it has elected to carry over unobligated balances (UOB) under Expanded Authority and indicate the amount to be carried over. This notification must be provided by the recipient under item 12, "Remarks," on the initial submission of the Federal Financial Report (FFR). In this section of the FFR, the recipient must also provide details regarding the source of the UOB for each type of funding received and to be carried over (e.g., the specific supplemental award(s), base operational funding). If the recipient wishes to carry over UOB in excess of 25% of the total amount awarded, the recipient must submit a prior approval request for carryover in the HRSA Electronic Handbooks (EHBs). Contact your Grants Management Specialist with any questions.
6. Prior approval by HRSA is required for any significant change in the scope of project (e.g., sites or services) or the nature of approved project activities. Requests to change the approved scope of project must be submitted for prior approval via the HRSA Electronic Handbooks (EHBs) Change in Scope Module prior to implementation. See <http://www.bphc.hrsa.gov/programrequirements/scope.html> for more information.
7. Your scope of project includes the approved service sites, services, providers, service area, and target population which are supported (wholly or in part) under your total approved health center budget. In addition, the scope of project serves as the basis for eligibility for associated programs such as Medicare and Medicaid Federally Qualified Health Center (FQHC) reimbursements, Federal Tort Claims Act coverage, and 340B Drug Pricing. Proper documentation and maintenance of an accurate scope of project is critical in the oversight and management of programs funded or designated under section 330 of the PHS Act. You are responsible for maintaining the accuracy of your Health Center Program scope of project, including updating or requesting prior approval for significant changes to the scope of project when applicable. Refer to the Scope of Project policy documents and resources available at <http://www.bphc.hrsa.gov/programrequirements/scope.html> for details pertaining to changes to sites, services, providers, service area zip codes, and target population(s).
8. You must comply with all Health Center Program requirements. The Health Center Program Compliance Manual (<https://bphc.hrsa.gov/programrequirements/compliancemanual/index.html>) provides consolidated guidance for demonstrating compliance with Health Center Program requirements. The Compliance Manual also serves as the foundation for HRSA's compliance determinations and for health centers when responding to any subsequent Progressive Action condition(s) placed on a Notice of Award (NoA) or Notice of Look-Alike Designation (NLD) due to an identified area(s) of non-compliance. For additional information on the Progressive Action process, see Chapter 2: Health Center Program Oversight of the Compliance Manual. If you elect to respond to a condition by demonstrating compliance in a manner alternative to that specified in the Compliance Manual, the response must include an explanation and documentation of how this alternative explicitly demonstrates compliance with applicable Health Center Program requirements. All responses to conditions are subject to review and approval by HRSA.

9. You are required to submit an annual Budget Period Progress Report (BPR) non-competing continuation (NCC) to report on progress made from the beginning of your most recent budget period until the date of NCC submission; the expected progress for the remainder of the budget period; and any projected changes for the following budget period. HRSA approval of an NCC is required for the release of each subsequent year of funding, dependent on Congressional appropriation, program compliance, organizational capacity, and a determination that continued funding would be in the best interest of the federal government. Failure to submit the NCC by the established deadline or submission of an incomplete or non-responsive progress report may result in a delay or a lapse in funding.
10. Health centers are reminded that separate Medicare enrollment applications must be submitted for each permanent site at which they provide services. This includes units considered both "permanent sites" and "seasonal sites" under their HRSA scope of project (see <https://bphc.hrsa.gov/programrequirements/scope.html> for more information). Therefore, a single health center organization may consist of two or more FQHCs, each of which must be separately enrolled in Medicare and submit bills using its unique Medicare billing number. In order to enroll in Medicare, first obtain a National Provider Identifier (NPI) (<https://nppes.cms.hhs.gov/#/>). You may enroll in Medicare electronically via the Medicare Provider Enrollment, Chain, and Ownership System (PECOS) available at <https://pecos.cms.hhs.gov>. PECOS automatically routes applications to the appropriate Medicare Administrative Contractor for review and approval. While HRSA encourages electronic application, you may alternatively choose to submit a paper application available at <http://www.cms.hhs.gov/cmsforms/downloads/cms855a.pdf>. To identify the address where the package should be mailed, refer to http://www.cms.hhs.gov/MedicareProviderSupEnroll/downloads/contact_list.pdf. The appropriate Medicare contractor is listed next to "Fiscal Intermediary."
The Medicare enrollment process is not applicable to the Medicaid program. State Medicaid Agencies use their own enrollment process. Contact your State Medicaid office to determine the process and timeline for becoming eligible for payment as an FQHC under Medicaid.
11. Pursuant to existing law, and consistent with Executive Order 13535 (75 FR 15599), health centers are prohibited from using federal funds to provide abortion services (except in cases of rape or incest, or when the life of the woman would be endangered).

Standard Term(s)

1. Recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions outlined in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.
2. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.
3. "This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with xx percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government."
Recipients are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.
4. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item ...For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.
5. Items that require prior approval from the awarding office as indicated in 45 CFR Part 75 [Note: 75 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Award] or 45 CFR Part 75 must be submitted as a Prior Approval action via Electronic Handbooks (EHBs). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.
In addition to the prior approval requirements identified in Part 75, HRSA requires grantees to seek prior approval for significant

rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share exceeds \$100,000, cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period or \$250,000, whichever is less. For example, under a grant in which the Federal share for a budget period is \$200,000, if the total approved budget is \$300,000, cumulative changes within that budget period exceeding \$75,000 would require prior approval). For recipients subject to 45 CFR Part 75, this requirement is in lieu of that in 45 CFR 75 which permits an agency to require prior approval for specified cumulative transfers within a grantee's approved budget. [Note, even if a grantee's proposed rebudgeting of costs falls below the significant rebudgeting threshold identified above, grantees are still required to request prior approval, if some or all of the rebudgeting reflects either a change in scope, a proposed purchase of a unit of equipment exceeding \$25,000 (if not included in the approved application) or other prior approval action identified in Part 75 unless HRSA has specifically exempted the grantee from the requirement(s).]

6. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or PMSSupport@psc.hhs.gov. For additional information please visit the Division of Payment Management Website at <https://pms.psc.gov/>.
7. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htips@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).
8. Submit audits, if required, in accordance with 45 CFR Part 75, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800) 253-0696 toll free <https://harvester.census.gov/facweb/default.aspx/>.
9. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at [HHS Limited English Proficiency \(LEP\)](#).
10. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to: <https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/trafficking-in-persons.pdf>. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Award to obtain a copy of the Term.
11. The Further Consolidated Appropriations Act, 2020, § 202, (P.L. 116-94), enacted December 20, 2019, restricts the amount of direct salary that may be paid to an individual under a HRSA grant or cooperative agreement to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 2020, the Executive Level II salary level is \$197,300. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to sub-recipients under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with recipient's institutional policy. None of the awarded funds may be used to pay an individual's salary at a rate in excess of the salary limitation. Note: an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements. For individuals whose salary rates are in excess of Executive Level II, the non-federal entity may pay the excess from non-federal funds.
12. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see <http://www.hhs.gov/civil-rights/for-individuals/index.html>. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P. L. 88-352, as amended and 45 CFR Part 75). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see <http://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html> to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.
13. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit <https://www.sam.gov/SAM/>. It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity

has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for Grantees (https://www.sam.gov/SAM/transcript/Quick_Guide_for_Grants_Registrations.pdf), an entity's registration will become active after 3-5 days. Therefore, check for active registration well before the application deadline.

14. In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. This term applies to all grant programs except block grants governed by 45 CFR part 96 or 45 CFR Part 98, or grant awards made under titles IV-A, XIX, and XXI of the Social Security Act; and grant programs with approved deviations.

15. **§75.113 Mandatory disclosures.**

Consistent with 45 CFR 75.113, applicants and non-federal entities must disclose, in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following address:

Department of Health and Human Services
Health Resources and Services Administration
Office of Federal Assistance Management
Division of Grants Management Operations
5600 Fishers Lane, Mailstop 10SWH-03
Rockville, MD 20879

AND

U.S. Department of Health and Human Services
Office of Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

Fax: (202)205-0604 (Include: "mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all sub-awards and contracts under this award.

Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII are required to report certain civil, criminal, or administrative proceedings to www.sam.gov. Failure to make required disclosures can result in any of the remedies described in §75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

Recipient integrity and performance matters. If the total Federal share of the Federal award is more than \$500,000 over the period of performance, [Appendix XII to CFR Part 200](#) is applicable to this award.

Reporting Requirement(s)

1. **Due Date: Annually (Calendar Year) Beginning: 01/01/2020 Ending: 12/31/2020, due 45 days after end of reporting period.**
The Uniform Data System (UDS) is a core set of information appropriate for reviewing the operation and performance of health centers. The data help to identify trends over time, enabling HRSA to establish or expand targeted programs and identify effective services and interventions to improve the health of underserved communities and vulnerable populations. UDS data also inform Health Center programs, partners, and communities about the patients served by health centers. Health centers must report annually in the first quarter of the year. The UDS submission deadline is February 15 every year. Contact the UDS Support Line at 1-866-837-4357 or udshelp330@bphcdata.net

for additional instructions or for questions. Reporting technical assistance can be found at <https://bphc.hrsa.gov/datareporting/index.html>.

2. Due Date: Annually (Budget Period) Beginning: Budget Start Date Ending: Budget End Date, due Quarter End Date after 90 days of reporting period.

The grantee must submit an annual Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period and must be submitted using the Electronic Handbooks (EHBs). The FFR due dates have been aligned with the Payment Management System quarterly report due dates, and will be due 90, 120, or 150 days after the budget period end date. Please refer to the chart below for the specific due date for your FFR:

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts

NoA Email Address(es):

Name	Role	Email
Kathy Barroso	Program Director, Authorizing Official	kbarroso@gchd.org

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Ciara Douse at:
5600 Fishers Lane
Rockville, MD, 20857-
Email: cdouse@hrsa.gov
Phone: (301) 945-4162

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Vera Windham at:
MailStop Code: MSC10SWH03
HRSA/DGMO/OFAM/HCB
5600 Fishers Ln
Rockville, MD, 20857-0001
Email: vwindham@hrsa.gov
Phone: (301) 443-6859

Appendix E: Credentialing and Billing Data

Title	NAME	DPS#	DEA #	LIC #	MEDICARE #	Medicare PTAN # (08/2011) (Novitas)	Medicare-Railroad PTAN (Palmetto) (1/3/12)	NPI #	BCBS
MD	RIPSIN, CYNTHIA	will not have one	BR6769220	M5469				1457328296	
MD, Ms,FACP	PATEL, PREMAL	will not have one	FP2866082	N5323				1487870838	
MD	MCDILL, TANDACE	will not have one	FM4166927	P7809				1093026080	
MD	IBIDAPO-OBE, OYETOKUNBO	will not have one	FI3549081	P7786				1619206224	
PA-C	BORILLO, JASON R	40145430	MB1391541	PA04740	8G6439	TXB138348	P00984598	1427003565	8Y1147
PA-C	MORGAN, JACKLYN	30204835	MK3170280	PA08905				1740604610	
PA-C	CHEREMATENG, YAA	will not have one	MC4548218	PA11381				1194236349	
PA-C	MCCABE, HALEY	will not have one	MS3392937	PA09465				1598168619	
FNP-C	OJO, OPEYEMI	will not have one	MO3083829	AP124315				1841624855	
M.Ed,LPC,LBSW	TIGRETT, LISA	will not have one	will not have one	61302				1750769303	
MSW, LCSW	BAILEY, EMILY	will not have one	will not have one	8558				1376674465	
Title	NAME	DPS#	DEA #	LIC #	MEDICARE #			NPI #	
DDS	LINDSKOG, HANNA	will not have one	FL3486378	28828				1619224599	
DDS	KEISER, UNSIL	will not have one	BK4862339	17205				1497849665	
DDS	FORMAN, CHRISTIANA	will not have one	FH4164858	29262				1306273529	
DDS	NGUYEN, BANG	00064079	BN8198144	15198				1811917065	
DDS	SHETTY, SUMA	90159366	BS9625166	23787				1790871879	
						Medicare PTAN #	NPI #	TAX ID #	
Medicaid TPI # 0190530-01		Texas City Clinic		Medicare-A PTAN # 451801		TXB129234	1578588406	74-1665318	
Medicaid TPI # 0190548-01		Galveston Clinic		Medicare-A PTAN # 451905		TXB129234	1871766584	74-1665318	
Medicaid TPI # 1333288-01				Taxonomy # 261QF0400X			1487861340	76-0521474	
Medicaid TPI # 1333288-01		La Marque - (need to request to deactivate)							
Medicaid TPI # 0865396-01				Taxonomy # 341600000X			1053317347	74-1818451	
LAB CORP ACCT #'S									
TC	42176972								
GALV	42844592								

NextGen File Maintenance

File Code Tables Libraries Master Files Master Lists Reports Window Help

Enterprise Coastal Health & Welln Coastal Health & Welln Practice Coastal Health & Welln

EHR Master Files - System

- Allergy Reactions
- Case Contacts
- Case Type
- Counters
- CPT4 Codes
- DB Picklist Manager
- Diagnosis Categories
- Diagnosis Severities
- Diagnosis Statuses
- Employers
- Enterprises
- Equipment Field Map
- External Interface Map
- External System Setup
- ICD CM Codes
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TITLE 1	ADMINISTRATION
PART 15	TEXAS HEALTH AND HUMAN SERVICES COMMISSION
CHAPTER 355	REIMBURSEMENT RATES
SUBCHAPTER J	PURCHASED HEALTH SERVICES
DIVISION 28	PHARMACY SERVICES: REIMBURSEMENT
RULE §355.8548	340B Covered Entities

(a) Scope. This section applies to each manufacturer of outpatient drugs that has executed an agreement with the Secretary of the United States Department of Health and Human Services under Section 340B of the Public Health Service Act (42 U.S.C. §256b).

(b) Definitions. For purposes of this section, the following terms are defined as follows:

(1) 340B covered entity--A health-care organization enrolled in the 340B Program.

(2) 340B covered outpatient drug--A drug eligible for purchase through the 340B Program, as defined in 42 C.F.R. §10.20 and §10.21.

(3) 340B price--The maximum price that the United States Health Resources and Services Administration will allow a drug manufacturer to charge a 340B covered entity for a 340B covered outpatient drug purchased through the 340B program. The 340B price is also known as the "ceiling price."

(4) 340B program--A drug-pricing program established under Section 340B of the Public Health Service Act (42 U.S.C. §256b) under which a manufacturer of covered outpatient drugs agrees that it will not charge a 340B covered entity more than the 340B price for a 340B covered outpatient drug.

(5) HHSC--The Texas Health and Human Services Commission or its designee.

(c) Reimbursement methodology. HHSC reimburses a 340B covered entity for a 340B covered outpatient drug purchased through the 340B program and dispensed to a patient of a 340B covered entity based on HHSC's estimate of the 340B price plus a professional dispensing fee assigned by HHSC in accordance with §355.8551 of this division (relating to Professional Dispensing Fee).

Source Note: The provisions of this §355.8548 adopted to be effective November 16, 1987, 12 TexReg 3553; transferred effective September 1, 1993, as published in the Texas Register September 7, 1993, 18 TexReg 5978; transferred effective September 1, 1997, as published in the Texas Register December 11, 1998, 23 TexReg 12660; amended to be effective April 1, 2014, 39 TexReg 2062; amended to be effective May 15, 2016, 41 TexReg 3300; amended to be effective April 15, 2019, 44 TexReg 1837

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(a) Scope. This section applies to each manufacturer of outpatient drugs that has executed an agreement with the Secretary of the United States Department of Health and Human Services under Section 340B of the Public Health Service Act (42 U.S.C. §256b).

(b) Definitions. For purposes of this section, the following terms are defined as follows:

(1) 340B covered entity--A health-care organization enrolled in the 340B Program.

(2) 340B covered outpatient drug--A drug eligible for purchase through the 340B Program, as defined in 42 C.F.R. §10.20 and §10.21.

(3) 340B price--The maximum price that the United States Health Resources and Services Administration will allow a drug manufacturer to charge a 340B covered entity for a 340B covered outpatient drug purchased through the 340B program. The 340B price is also known as the "ceiling price."

(4) 340B program--A drug-pricing program established under Section 340B of the Public Health Service Act (42 U.S.C. §256b) under which a manufacturer of covered outpatient drugs agrees that it will not charge a 340B covered entity more than the 340B price for a 340B covered outpatient drug.

(5) HHSC--The Texas Health and Human Services Commission or its designee.

(c) Reimbursement methodology. HHSC reimburses a 340B covered entity for a 340B covered outpatient drug purchased through the 340B program and dispensed to a patient of a 340B covered entity based on HHSC's estimate of the 340B price plus a professional dispensing fee assigned by HHSC in accordance with §355.8551 of this division (relating to Professional Dispensing Fee).

Source Note: The provisions of this §355.8548 adopted to be effective November 16, 1987, 12 TexReg 3553; transferred effective September 1, 1993, as published in the Texas Register September 7, 1993, 18 TexReg 5978; transferred effective September 1, 1997, as published in the Texas Register December 11, 1998, 23 TexReg 12660; amended to be effective April 1, 2014, 39 TexReg 2062; amended to be effective May 15, 2016, 41 TexReg 3300; amended to be effective April 15, 2019, 44 TexReg 1837

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Texas Administrative Code

TITLE 1	ADMINISTRATION
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CHAPTER 355	REIMBURSEMENT RATES
SUBCHAPTER J	PURCHASED HEALTH SERVICES
DIVISION 28	PHARMACY SERVICES: REIMBURSEMENT
RULE §355.8551	Professional Dispensing Fee

(a) The following words and terms, when used in this section, have the following meanings, unless the context clearly indicates otherwise.

(1) Acquisition Cost--As defined in §355.8541 of this division (relating to Legend and Nonlegend Medications).

(2) Delivery Incentive--An incentive for offering no-charge prescription delivery to all Medicaid recipients, in accordance with subsection (d) of this section.

(3) Professional Dispensing Fee--The portion of the reimbursement paid to a pharmacy under §355.8541 of this division, in accordance with 42 C.F.R., Subpart I and the Medicaid State Plan, to provide a reasonable payment for the cost of dispensing a prescription drug, including the pharmacist's professional services, and which may include incentive amounts for providers that qualify under this section.

(4) Fixed Component--A component that provides the base reimbursement to a pharmacy for the cost of dispensing a prescription; it includes reimbursement for professional services costs and overhead costs.

(5) Preferred Generic Incentive--An incentive to fill a Medicaid prescription with a premium preferred generic drug for which a drug manufacturer has agreed to pay a supplemental rebate.

(6) Variable Component--A component that is expressed as a percentage of the acquisition cost, and provides an incentive to a pharmacy to stock and dispense higher-cost drugs by covering additional expenses incurred when providing those drugs.

(b) The Texas Health and Human Services Commission (HHSC) reimburses contracted Medicaid pharmacy providers according to the following formula: Professional Dispensing Fee = (((AC + Fixed Component) divided by (1 - the percentage used to calculate the Variable Component)) - AC) + Delivery Incentive + Preferred Generic Incentive.

(c) A delivery incentive is paid to approved providers who certify in a form prescribed by HHSC that the delivery services meet minimum conditions for payment of the incentive. These conditions include: making deliveries to individuals rather than just to institutions, such as nursing homes; offering no-charge prescription delivery to all Medicaid recipients requesting delivery in the same manner as to the general public; and publicly displaying the availability of prescription delivery services at no charge. The delivery incentive is to be paid on all Medicaid prescriptions filled for legend drugs. This delivery incentive is not to be paid for over-the-counter drugs that are prescribed as a benefit of this program.

(d) Preferred generic drugs are subject to the Preferred Drug List requirements.

(e) The total professional dispensing fee will not exceed \$200 per prescription.

(f) Notwithstanding other provisions of this section, HHSC may adjust the dispensing fee to address budgetary constraints in accordance with the provisions of §355.201 of this division (relating to Establishment and Adjustment of Reimbursement Rates by the Health and Human Services Commission).

Source Note: The provisions of this §355.8551 adopted to be effective October 5, 2003, 28 TexReg 8312; amended to be effective November 21, 2004, 29 TexReg 10503; amended to be effective September 1, 2007, 32 TexReg 5352; amended to be effective January 26, 2011, 36 TexReg 239; amended to be effective September 1, 2011, 36 TexReg 5345; amended to be effective May 15, 2016, 41 TexReg 3300; amended to be effective April 15, 2019, 44 TexReg 1837

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Appendix H: 340B Internal Auditing Procedures

Samantha Robinson
Chair, Governing Board



Kathy Barroso, CPA
Executive Director

340B – Internal Auditing Procedures

The Office of Pharmacy Affairs (OPA) mandates that a covered entity exercise vigilant oversight of its 340B program, and that an internal audit address controls and ensure compliance over the program. In accordance with this order, Coastal Health & Wellness has structured the following assessment to be conducted in accordance with in the denoted time-frames, or as otherwise applicable.

1. **WHEN APPLICABLE:** The Chief Compliance Officer shall review all new publications issued by the Apexus 340B Prime Vendor Program (PVP) as they pertain to new and/or best practice methods.
 - a. Should suggested practices otherwise unbeknownst to Coastal Health & Wellness administration be discovered by the Chief Compliance Officer or any other member of the organization, he/she shall be required to disseminate this information to all parties within the organization deemed appropriate.
2. **ANNUALLY:** The Chief Compliance Officer shall review and update the pharmacies listed on the OPAIS website with whom Coastal Health & Wellness has a 340B contractual relationship with, and ensure that these entities are ordering medications from HRSA approved wholesalers.
3. **MONTHLY:** The Chief Compliance Officer will generate a report via the Kalderos' Grappa verification system to determine if any duplicate claims for 340B medications prescribed by CHW providers have been identified.
4. **MONTHLY:** The Business Office Manager will facilitate an independent 340B audit by utilizing the Walgreens' issued provider self-auditing tool to determine if any duplicate or diverted claims have been processed.
5. **MONTHLY:** The Nursing Director and Business Office Manager will jointly perform an in-house 340B medication audit to determine comprehensiveness of charting 340B ordered medications, which requires documentation reflecting consistency in medication logs, NextGen and billing activities.
6. **MONTHLY:** The Coastal Health & Wellness Executive Assistants shall ensure that all prescribing clinicians employed by Coastal Health & Wellness are entirely current regarding requisite credentialing and licensing.
7. **ANNUALLY:** The NextGen End-User shall confirm the National Provider Identification numbers are being maintained, tracked and interfaced through adequate and functional software systems.

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APPENDIX I: CONTRACT PHARMACY ELEMENTS

Samantha Robinson
Chair, Governing Board



Kathy Barroso, CPA
Executive Director

HRSA has provided essential covered entity compliance elements as guidance for the contractual provisions expected in all contract pharmacy arrangements.

Excerpt from: <https://www.gpo.gov/fdsys/pkg/FR-2010-03-05/pdf/2010-4755.pdf>

- 1) Coastal Health & Wellness will purchase the drug, maintain title to the drug and assume responsibility for establishing its price, pursuant to the terms of an HHS grant (if applicable) and any applicable Federal, State, and local laws. A “ship to, bill to” procedure is used in which Coastal Health & Wellness purchases the drug; the manufacturer/wholesaler must bill Coastal Health & Wellness for the drug that it purchased, but ships the drug directly to the contract pharmacy. In cases where a covered entity has more than one site, it may choose between having each site billed individually or designating a single covered entity billing address for all 340B drug purchases.
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- 2) The agreement will specify the responsibility of the parties to provide comprehensive pharmacy services (e.g., dispensing, recordkeeping, drug utilization review, formulary maintenance, patient profile, patient counseling, and medication therapy management services and other clinical pharmacy services). Each covered entity has the option of individually contracting for pharmacy services with pharmacies of its choice. Covered entities are not limited to providing comprehensive pharmacy services to any particular location and may choose to provide them at multiple locations and/or “in-house.”
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- 3) Coastal Health & Wellness will inform the patient of his or her freedom to choose a pharmacy provider. If the patient does not elect to use the contracted service, the patient may obtain the prescription from Coastal Health & Wellness and then obtain the drug(s) from the pharmacy provider of his or her choice. When a patient obtains a drug from a pharmacy other than a covered entity’s contract pharmacy, the manufacturer is not required to offer this drug at the 340B price.
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- 4) The contract pharmacy may provide other services to Coastal Health & Wellness or its patients at the option of Coastal Health & Wellness (e.g., home care, delivery, reimbursement services). Regardless of the services provided by the contract pharmacy, access to 340B pricing will always be restricted to patients of Coastal Health & Wellness.
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- 5) The contract pharmacy and Coastal Health & Wellness will adhere to all Federal, State, and local laws and requirements. Both Coastal Health & Wellness and the contract pharmacy are aware of the potential for civil or criminal penalties if either violates Federal or State law. [The Department reserves the right to take such action as may be appropriate if it determines that such a violation has occurred.]
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- 6) The contract pharmacy will provide Coastal Health & Wellness with reports consistent with customary business practices (e.g., quarterly billing statements, status reports of collections and receiving and dispensing records).
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- 7) The contract pharmacy, with the assistance of Coastal Health & Wellness, will establish and maintain a tracking system suitable to prevent diversion of section 340B drugs to individuals who are not patients of Coastal Health & Wellness. Customary business records may be used for this purpose. Coastal Health & Wellness will establish a process for periodic comparison of its prescribing records with the contract pharmacy’s dispensing records to detect potential irregularities.
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- 8) Coastal Health & Wellness and the contract pharmacy will develop a system to verify patient eligibility, as defined by HRSA guidelines. The system should be subject to modification in the event of change in such guidelines. Both parties agree that they will not resell or transfer a drug purchased at section 340B prices to an individual who is not a patient of Coastal Health & Wellness. See 42 U.S.C. 256b(a)(5)(B). Coastal Health & Wellness understands that it may be removed from the list of covered entities because of its participation in drug diversion and no longer be eligible for 340B pricing.
- 9) Neither party will use drugs purchased under section 340B to dispense Medicaid prescriptions, unless Coastal Health & Wellness, the contract pharmacy and the State Medicaid agency have established an arrangement to prevent duplicate discounts. Any such arrangement shall be reported to HRSA by Coastal Health & Wellness.
- 10) Coastal Health & Wellness and contract pharmacy will identify the necessary information for Coastal Health & Wellness to meet its ongoing responsibility of ensuring that the elements listed herein are being complied with and establish mechanisms to ensure availability of that information for periodic independent audits performed by Coastal Health & Wellness.
- 11) Both parties understand that they are subject to audits by outside parties (by the Department and participating manufacturers) of records that directly pertain to the entity's compliance with the drug resale or transfer prohibition and the prohibition against duplicate discounts. See 42 U.S.C. 256b(a)(5)(c). The contract pharmacy will assure that all pertinent reimbursement accounts and dispensing records, maintained by the pharmacy, will be accessible separately from the pharmacy's own operations and will be made available to Coastal Health & Wellness, HRSA, and the manufacturer in the case of an audit. Such auditable records will be maintained for a period of time that complies with all applicable Federal, State and local requirements.
- 12) Upon written request to Coastal Health & Wellness, a copy of the contract pharmacy service agreement will be provided to the Office of Pharmacy Affairs.

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Appendix J: 340B External Auditing Procedures – Walgreens Pharmacy

Samantha Robinson
Chair, Governing Board



Kathy Barroso, CPA
Executive Director

340B – EXTERNAL MONTHLY AUDITING PROCEDURE: WALGREENS PHARMACY

This defines the audit procedure from Walgreens 340B in accordance with the Coastal Health & Wellness 340B program, designed to ensure compliance with the 340B rules and regulations and is conducted as follows.

A four-part review is commenced via the Walgreens 340B Complete System to ensure that each prescription was prescribed, validated and ordered in accordance with these federally mandated criteria:

- The authorized prescriber possesses complete and valid eligibility in accordance with both state and federal credentialing;
- The prescription was issued from an OPAIS approved 340B eligible location;
- The prescription ordered is signified on the 340B pricing list; and
- The disseminated prescription was derived from a 340B approved wholesaler.

In the case that any adverse findings are rendered, Walgreens immediately contacts Coastal Health & Wellness' Business Office Manager, and the parties work jointly to report and rectify the situation. Identified erroneous procedures are also conveyed to Walgreens corporate offices.

Information updated on June 16, 2020, by:

April Wafford
340B Operations Analyst
april.wafford@walgreens.com
847 964 8185
200 Wilmot Road - 1st Floor
Deerfield, Illinois 60015

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340B CONTRACT PHARMACY SERVICES AGREEMENT

This 340B Contract Pharmacy Services Agreement (“**Agreement**”) is made and entered into this 16th day of December, 2011 (“**Effective Date**”) by and between Galveston County Coordinated Community Clinic (“**Health Center**”) and Walgreen Co. (“**Walgreens**”).

1. RECITALS

- 1.1. Section 340B of the Public Health Service Act classifies certain health care clinics as Covered Entities;
- 1.2. Health Center is authorized as a Covered Entity: (i) eligible to purchase prescription and non-prescription medications at reduced cost through Section 340B of the Public Health Service Act for outpatients of Health Center Locations; and (ii) to contract with a licensed pharmacy to manage and dispense its 340B Drugs;
- 1.3. Health Center desires to contract with Walgreens to manage and dispense medications pursuant to Health Center’s 340B Drug Program; and
- 1.4. Walgreens agrees to manage and dispense Health Center’s 340B Drugs pursuant to the terms and conditions of this Agreement.
- 1.5. In consideration of the promises, covenants and agreements hereinafter set forth, Health Center and Walgreens hereby agree to the following terms and conditions:

2. DEFINITIONS

- 2.1. “**340B Drugs**” means prescription outpatient pharmaceutical products prescribed by an authorized medical provider affiliated with Health Center, including Legend Drugs. All 340B Drugs shall be subject to the Limiting Definition of “covered outpatient drug” set forth in Section 1927(k) of the Social Security Act, 42 USC 1396r-8(k)(2) & (3), which is incorporated as the applicable definition for Section 340B of the Public Health Service Act.
- 2.2. “**340B Drug Program**” means the Health Center’s program to purchase and either dispense or arrange for the dispensing of 340B Drugs to Eligible Patients in accordance with Section 340B of the Public Health Service Act.
- 2.3. “**ASN**” means the Supplier’s advance shipment notice.
- 2.4. “**Average Wholesale Price**” or “**AWP**” means the Average Wholesale Price for each drug product in the database as defined by First DataBank, or MediSpan or other nationally recognized source used by Walgreens.

- 2.5. **“Contracted Rate”** means the contracted and/or agreed upon reimbursement rate between Walgreens and the applicable Private Insurer.
- 2.6. **“Covered Entities”** means those entities that meet the requirements set forth in section 340B(a)(4) of the Public Health Service Act and have been deemed eligible to purchase outpatient prescription drugs from drug manufacturers at reduced prices for use by such entities’ outpatients.
- 2.7. **“DHHS”** means the United States Department of Health and Human Services.
- 2.8. **“Eligible Patient(s)”** means those Health Center outpatients who are eligible to purchase and/or receive 340B Drugs from Health Center Locations. All Health Center patients who are Medicaid beneficiaries and for whom claims for pharmaceuticals are reimbursable by a state Medicaid program are expressly excluded from this definition.
- 2.9. **“Health Center Location(s)”** means those individual Health Center Locations listed on the HRSA web-site pursuant to an executed enrollment or registration form which are authorized as Covered Entities to contract with a licensed pharmacy to manage and dispense 340B Drugs.
- 2.10. **“HRSA”** means the Health Resources and Services Administration.
- 2.11. **“Report”** means the report made available by Walgreens to the Health Center online that describes activity pertaining to Walgreens’ provision of services hereunder for the preceding month. Such report will include, at a minimum, Health Center’s account number and, with respect to the preceding month: (i) a listing of each 340B-priced pharmaceutical ordered by Walgreens; (ii) a description of information contained on each POAck received for each 340B-priced pharmaceutical product ordered by Walgreens; (iii) a description of information contained on each ASN; and (iv) Posted Receipts, which shall mean a listing of all 340B Drugs actually received by Walgreens. Providing the Report is conditioned upon Health Center’s Supplier providing EDI data (Electronic Data Interface) to Walgreens during the applicable report period.
- 2.12. **“Inventory Replenishment Rate”** means the amount due Walgreens for each 340B Drug dispensed by Walgreens but for which Walgreens does not receive replenishment from the Supplier.
- 2.13. **“Legend Drug(s)”** means those drugs which, by federal law can be dispensed only pursuant to a prescription and which are required to bear the legend “Caution – Federal Law prohibits dispensing without prescription.”
- 2.14. **“NDC-11”** means a medication’s unique 11-digit number containing: (i) the labeler code assigned by the Food and Drug Administration; (ii) the product code; and (iii) the package size of the pharmaceutical product.

- 2.15. **“Non-Eligible 340B Drugs”** means drugs (based upon the NDC-11) that are not a 340B Drug, on the 340B Price File, and/or eligible for the 340B Drug Program.
- 2.16. **“OPA”** means the Office of Pharmacy Affairs.
- 2.17. **“POAck”** means the Supplier’s purchase order acknowledgement.
- 2.18. **“Prescriber List”** means the list of prescribers eligible to write prescriptions for 340B Drugs hereunder.
- 2.19. **“Price File”** means the list of 340B Drugs and associated pricing available from the Supplier.
- 2.20. **“Private Insurer”** means the Managed Medicaid, Medicare Part D, and/or a private third-party insurer responsible: (i) for an Eligible Patient’s prescription plan coverage; and (ii) to reimburse Walgreens the Contracted Rate for pharmacy services.
- 2.21. **“Retail Pharmacy”** means the specific retail pharmacy location(s) listed on the HRSA web-site pursuant to an executed self-certification form as eligible to dispense 340B Drugs under this Agreement at the time 340B Drugs are dispensed.
- 2.22. **“Section 340B”** means Section 340B of the Public Health Service Act.
- 2.23. **“Slow Moving Drug”** means a 340B Drug that has been dispensed by Walgreens but because the quantity of 340B Drug dispensed is less than a full package size, Walgreens is unable to order replacement pharmaceutical products from the Supplier within the earlier of: (i) ninety (90) days from the date the 340B Drug was last dispensed at the applicable Retail Pharmacy location; or (ii) one hundred eighty (180) days from the date that the 340B Drug was initially dispensed at the applicable Retail Pharmacy location.
- 2.24. **“Supplier”** means the pharmaceutical manufacturer, supplier, or drug wholesaler as set forth in Exhibit B, which has entered into a written agreement with Health Center to provide 340B Drugs, reports, ASNs, POAck and any other information set forth herein.
- 2.25. **“Tax”** means any sales tax, imposition, assessment, excise tax or other government levied amount based on Walgreens’ retail sales of prescriptions to Health Center’s patients either on gross revenues or by transaction, whether such tax is designated a sales tax, gross receipts tax, retail occupation tax, value added tax, health care provider tax, transaction privilege tax, assessment, pharmacy user fee, or charge otherwise titled or styled. It includes any tax in existence or hereafter created whether or not the bearer of the tax is the retailer or consumer.

2.26. **“Usual and Customary Charge”** means the amount charged to a cash customer by the Retail Pharmacy at the time of dispensing for the Non-Eligible 340B Drug prescription exclusive of sales tax or other discounts claimed.

3. HEALTH CENTER RESPONSIBILITIES

3.1. Eligibility Verification. Health Center will provide all Eligible Patients with a prescription which will contain, but not necessarily be limited to, the barcode provided by Walgreens, the patient payment responsibility amount for those Eligible Patients whose prescriptions are not reimbursable by a Private Insurer, the applicable Health Center Location name, address and identification number, the eligible prescriber’s name, and the Eligible Patient’s full name (**“Authorization”**). Such Authorization will establish eligibility and serve as evidence of Health Center’s authorization for Eligible Patients to receive 340B Drugs.

3.2. Orders and Payment to Supplier. Health Center shall purchase 340B Drugs through a written contract with the Supplier and shall hold title to such drugs from the time the Supplier fills the order from Walgreens made on behalf of the Health Center until the time that Walgreens takes delivery of the drugs. Walgreens will order from the applicable Supplier each full package size, as such package size is dictated by the manufacturer, of 340B Drugs dispensed hereunder and Health Center, through the Supplier, will provide the applicable Retail Pharmacy with replacement 340B Drugs, in the full package size. Health Center shall promptly review the Report and notify Walgreens of any discrepancies between the information contained on the Report and the amount billed to Health Center by the Supplier. Upon request from Walgreens, Health Center will promptly provide Walgreens with copies of Supplier invoices pertaining to 340B Drugs received by Walgreens hereunder.

3.3. Prescriber List and Price File. Prior to or upon execution of this Agreement, Health Center will provide Walgreens with the current Prescriber List, thereafter Health Center will notify Walgreens one week prior to any changes to the Prescriber List. Supplier will provide Walgreens with the Price File on a semi-monthly basis.

3.4. Changes with Supplier or Program Design. Health Center will notify Walgreens at least one hundred twenty (120) calendar days prior to any change in the Supplier used to provide 340B Drugs hereunder and at least sixty (60) calendar days prior to any changes to patient payment responsibility amounts for those Eligible Patients whose prescriptions are not reimbursable by a Private Insurer. In the event Health Center fails to notify Walgreens of such change, Health Center will reimburse Walgreens in accordance with the Usual and Customary Charge for any services or pharmaceuticals provided by Walgreens after the effective date of such change. In no event will Walgreens be obligated to reverse any claim or make adjustments to its Invoices due to changes in the Supplier.

3.5. Patient Choice. Subject to a patient's freedom to choose a provider of pharmacy services, each Health Center Location will inform Eligible Patients that they may be eligible for a

discount on certain prescription drugs, other than Medicaid prescriptions, and advise them that such discount has been arranged for only at the Retail Pharmacies.

3.6. Compliance with Laws. Health Center agrees to comply with applicable federal and state laws and regulations. Such compliance shall include, establishing appropriate control procedures to ensure that Eligible Patients receive 340B Drugs from the appropriate Retail Pharmacy.

3.7. Product Warranty. Health Center shall pass through to Walgreens all applicable benefits under any and all manufacturer warranties and indemnification obligations with respect to any merchandise which Walgreens receives to replenish its inventory of 340B Drugs dispensed to Eligible Patients. Health Center, for the benefit of Health Center and Walgreens, shall obtain from the Supplier a certificate of insurance for product liability, continuing guarantee and indemnification for such merchandise. Health Center will require of any Supplier an agreement that the Supplier will seek from all merchandise manufacturers an assumption of responsibility and the defense and indemnification of Health Center and Walgreens in connection with such merchandise, the packaging thereof, and any related materials for third party claims made against Health Center and Walgreens. In addition, Health Center will require each Supplier to comply with the applicable rules and regulations as promulgated by the U.S. Food and Drug Administration, and any other applicable federal, state and local laws and regulations in effect as of the Effective Date of this Agreement or as enacted or adopted during the term hereof, with respect to title and transfers thereof to the merchandise.

4. WALGREENS' SERVICES AND RESPONSIBILITIES

4.1. 340B Pharmacy Services. Upon receipt of an Authorization, Walgreens shall render to Eligible Patients all professional advice and comprehensive pharmacy services customarily provided by it to its patients or as otherwise required by law ("**340B Pharmacy Services**"). Walgreens agrees to render Pharmacy Services as herein provided in accordance with the rules and regulations of the applicable State Board of Pharmacy and all applicable federal laws and regulations. It is expressly understood that relations between an Eligible Patient and Walgreens shall be subject to the rules, limitations, and privileges incident to the pharmacy-patient relationship. Walgreens shall be solely responsible, without interference from Health Center or its agents to said Eligible Patient for pharmaceutical advice and service, including the right to refuse to serve any individual where such service would violate pharmacy ethics or any pharmacy laws or regulations.

4.2. Inventory Maintenance Services. Walgreens shall provide the 340B Drug inventory maintenance services set forth herein with respect to Health Center ("**Inventory Maintenance Services**"). Each 340B Drug shall be dispensed from the applicable Retail Pharmacy's non-340B-priced inventory at the 340B price and shall be replenished with 340B-priced inventory. The Inventory Maintenance Services provided by Walgreens hereunder will include the following:

- 4.2.1. For each 340B Drug that reaches a full package size, Walgreens will order 340B Drugs from the applicable Supplier on behalf of the applicable Health Center Location in order to replenish the 340B Drugs dispensed to Eligible Patients by Walgreens. The applicable Retail Pharmacy will receive shipments from the Supplier on behalf of Health Center.
- 4.2.2. Walgreens shall promptly notify the Health Center in the event Walgreens cannot or does not receive 340B Drugs at the NDC-11 level replenishment from the Supplier for a period greater than sixty (60) calendar days from the original date of an order fulfillment attempt by the Supplier ("**Overdue Drug**"). Health Center will reimburse Walgreens the Inventory Replenishment Rate for any Overdue Drug dispensed prior to the date of Walgreens' notice. Following notice by Walgreens, Walgreens may block the dispensing of Overdue Drugs and/or require Health Center to remove Overdue Drugs from the Price File or discontinue prescribing Overdue Drugs. In the event a Health Center prescriber writes a prescription for an Overdue Drug after the date of Walgreens' notice, Health Center acknowledges and agrees such prescription shall be considered a Non-Eligible 340B Drug and Walgreens may collect the Usual and Customary Charge from the patient. In the event Walgreens receives any Overdue Drug, such Overdue Drug shall again be subject to the 340B Drug Program and considered a 340B Drug and there shall be no adjustment to any Inventory Replenishment Rate payment received by Walgreens with respect to such Overdue Drug.
- 4.2.3. Health Center will reimburse Walgreens the Inventory Replenishment Rate for Slow Moving Drugs.

4.3. Tracking System. Walgreens will maintain an electronic tracking system that is capable of tracking 340B Drugs received from the Supplier, preventing the diversion of 340B Drugs to individuals who are not Eligible Patients and verifying that such diversion has not occurred. The tracking system shall be able to provide sample comparisons of Eligible Patient prescriptions and dispensing records and a sample comparison of 340B Drug purchasing and dispensing records. Upon reasonable request by Health Center and no more than once annually, Walgreens will permit Health Center or its duly authorized representative, in accordance with Section 6.4, to have reasonable access to the tracking system in order to review the efficacy of such tracking system. Health Center acknowledges and agrees that any such review shall be limited to Walgreens' customary business records. Walgreens will reasonably cooperate with Health Center to address any potential irregularities detected and will make adjustments to the tracking system that are reasonably necessary to prevent diversion of 340B Drugs to individuals who are not Eligible Patients.

4.4. Withholding of Walgreens Services. Notwithstanding any provision to the contrary, Health Center acknowledges and agrees that Walgreens may withhold dispensing of a 340B Drug to an Eligible Patient for good cause, including but not necessarily limited to, the Eligible Patient's failure to pay for services rendered (e.g., patient payment responsibility amounts); requests by Eligible Patient for quantities of drugs in excess of prescribed quantities or refill

limitations, pursuant to the pharmacy benefit information provided by the Health Center; or where, in the professional judgment of the dispensing pharmacist, the prescription should not be filled.

4.5. Reconciliation. Walgreens will conduct a quarterly reconciliation of 340B Drugs dispensed against those 340B Drugs received by Walgreens (“**Reconciliation**”). Reconciliation shall only apply with respect to pharmaceuticals that have reached full package size and for which Walgreens has received replenishment from the Supplier. Reconciliation shall include the following:

- 4.5.1. In the event Walgreens determines that the quantity of 340B Drugs provided to Walgreens exceeds the quantity of 340B Drugs dispensed to Eligible Patients hereunder, Walgreens will either: (i) adjust the virtual inventory so that such excess is applied against future 340B Drug prescriptions dispensed hereunder; or (ii) reimburse Health Center for such drugs in accordance with the 340B Drug price as set forth on the Price File and if Walgreens determines that the 340B Drug price as set forth on the Price File is less than the amount the Supplier would charge Walgreens for the same NDC-11 at non-340B Drug Program rates, Walgreens will also reimburse the Supplier the difference between such amounts.
- 4.5.2. In the event Walgreens determines that the quantity of 340B Drugs provided to Walgreens is less than the quantity of 340B Drugs dispensed to Eligible Patients hereunder, Walgreens will notify Health Center and Health Center will instruct the Supplier to provide 340B Drugs to Walgreens. If, for whatever reason, the Supplier is unable to provide 340B Drugs with the same NDC-11 as the 340B Drug ordered hereunder, Health Center will reimburse Walgreens for said drugs at the Inventory Replenishment Rate.
- 4.5.3. In the event Walgreens determines 340B Drugs have been dispensed to non-Eligible Patients without a Private Insurer, Walgreens will either: (i) adjust the virtual inventory so that such excess is applied against future 340B Drug prescriptions dispensed hereunder; or (ii) reimburse Supplier the difference between the 340B Drug price as set forth on the Price File and the amount the Supplier would charge Walgreens for the same NDC-11 at non-340B Drug Program rates. Such pharmaceutical shall be considered a Non-Eligible 340B Drug and Health Center shall reimburse Walgreens the difference between the Usual and Customary Charge and any amounts Walgreens has already received with respect to such Non-Eligible 340B Drug.
- 4.5.4. In the event Walgreens determines 340B Drugs have been dispensed to non-Eligible Patients with a Private Insurer, Walgreens will either: (i) adjust the virtual inventory so that Health Center is not charged for such drugs; or (ii) reimburse Supplier the difference between the 340B Drug price as set forth on the Price File and the amount the Supplier would charge Walgreens for the same NDC-11 at non-340B Drug Program rates. Health Center shall receive no amounts arising out of the Contracted Rate and to the extent Health Center previously received

any such amounts or credits for such drug, Health Center shall immediately remit such amounts or forfeit such credits to Walgreens.

4.6. Insurance. Walgreens will self-insure or maintain at its sole expense, and in amounts consistent with industry standards, insurance for general and professional liability and such other insurance as may be necessary to insure Walgreens, its employees, and agents against any claim or claims for damages arising directly or indirectly in connection with Walgreens' negligent performance of any services under this Agreement, and the use of any property or facilities provided by Walgreens. Walgreens' insurance information is available at www.walgreens.com/insurance.

5. REIMBURSEMENT AND BILLING

5.1. Invoice for Services. Walgreens will invoice Health Center on a monthly basis for all amounts arising under this Agreement during the previous calendar month ("**Invoice**"). The invoice will detail: (i) the number of prescriptions dispensed hereunder; (ii) any amounts due Walgreens including any and all fees, costs, charges, or reimbursement amounts, including but not necessarily limited to any amount arising out of the Tax, changes in the Supplier, Overdue Drugs, Slow Moving Drugs, 340B Pharmacy Services, Inventory Management Services and a Reconciliation ("**Walgreens Balance**"); and (iii) any amounts due Health Center arising out of a Reconciliation or Sections 1 and 2 of Exhibit A, if applicable ("**Health Center Balance**").

5.2. Monthly Payments. If the Walgreens Balance is less than the Health Center Balance, Walgreens shall pay Health Center the difference between such amounts within thirty (30) calendar days from the Invoice date. If the Health Center Balance is less than the Walgreens Balance, Health Center shall pay Walgreens the difference between such amounts within thirty (30) calendar days from the Invoice date.

5.3. Payment Location. Payment date as used in this Agreement will mean the date payment is to be delivered to Walgreens at the designated location set forth below:

Walgreen Co.
P. O. Box 90480
Chicago, IL 60696-0480

5.4. Late Payment Charge. Health Center is solely responsible for all payments required herein and shall at no time withhold payment due Walgreens, nor pay an amount less than that billed by Walgreens on the Invoice.

5.5. Payment for Private Insurer Coverage. For those Eligible Patients whose prescriptions are reimbursable by a Private Insurer, Walgreens will process and bill such Private Insurer at the existing Contract Rates.

5.6. Over/Underpayments. In the event Health Center believes that it has made an overpayment, Health Center shall immediately notify Walgreens and provide a complete explanation thereof with specific details and documentation to support any claim of overpayment. Upon review and acceptance by Walgreens of such overpayment, Walgreens will pay Health Center an amount equal to the overpaid amount within thirty (30) calendar days of Walgreens' written acceptance of such overpayment. If Walgreens believes that Health Center made any underpayments to Walgreens, Walgreens shall immediately notify Health Center and provide a complete explanation thereof with specific details and documentation to support any claim of underpayment. Upon review and acceptance by Health Center of such underpayment, Health Center will pay Walgreens an amount equal to the underpaid amount within thirty (30) calendar days of Health Center's written acceptance of such overpayment. Except for verified amounts arising out of any audit or Reconciliation permitted by this Agreement, or as otherwise required by law, all claims of overpayment or underpayment must be made within one hundred eighty (180) calendar days after payment is due.

6. AUDITS AND RECORDS

6.1. Inspection by DHHS or the Supplier. Both parties understand that, under Section 340B(a)(5)(C) of the Public Health Service Act, records that directly pertain to compliance with the Act are subject to audit by the Supplier and the DHHS. The parties further understand that DHHS has published guidelines for such audits. Each party agrees to cooperate with such audits and to comply with applicable provisions of the audit guidelines and amendments thereto that may be published from time to time. Walgreens and Health Center understand and agree that a copy of this Agreement will be provided, upon request, to the Supplier; provided that the Supplier has signed a purchasing agreement with DHHS. In the event either party hereto receives such a request, it shall immediately inform the other party. Health Center acknowledges and agrees that Walgreens may, in its sole discretion, delete and/or redact all Walgreens confidential and proprietary information set forth herein prior to the release of this Agreement.

6.2. Health Center Records. Health Center shall maintain customary records relating to its responsibilities under this Agreement, including but not limited to eligibility records for patients and payment information regarding the services provided by Walgreens hereunder, for the periods required by law and shall make such records available to Walgreens.

6.3. Walgreens Records. Walgreens shall maintain customary business and pharmacy records relating to its responsibilities under this Agreement, including without limitation records regarding Eligible Patients, payments received from Eligible Patients and Health Center, and 340B Drug ordering, receiving, and dispensing information ("**Walgreens Records**") in an accessible and auditable form, separate from the records of Walgreens' other operations, and in full compliance with all applicable state and federal laws, rules and regulations. Walgreens Records shall be maintained by Walgreens for such period as is required by applicable law. Notwithstanding the foregoing, unless otherwise provided for elsewhere in this Agreement or required by federal and state laws and regulations, Walgreens Records shall not include

Walgreens' usual and customary pricing data and any other financial and administrative records not related to Walgreens responsibilities under this Agreement.

6.4. Health Center Audits. During normal working hours and upon fifteen (15) business days advance written notice to the address set forth in Section 8.11, below, Walgreens shall permit Health Center access to Walgreens Records in order to confirm that no diversion of 340B Drugs to non-Eligible Patients and no duplicate discounts have occurred ("**Audit**") and also the right to make photocopies of Walgreens Records. Walgreens acknowledges that Health Center may contract with an independent outside auditor with experience auditing pharmacies to conduct the Audit. Health Center shall provide Walgreens with advance notice of the identity of any such independent outside auditor and shall not utilize any such auditor to which Walgreens has reasonable objection. Health Center shall conduct no more than one Audit per calendar year. The parties acknowledge and agree that in no event shall any: (i) recovery be claimed or based upon either statistical sampling or extrapolation; or (ii) retroactive adjustments be made as to the days' supply or quantity limits, if the prescription is dispensed as written and/or ordered by the prescriber.

6.5. Compliance Violations. In the event that Health Center determines that 340B Drug diversion or duplicate discounts have occurred or that it is otherwise unable to comply with its responsibility to ensure compliance with the 340B Drug Program, then it must take immediate remedial action to assure compliance and notify OPA regarding such compliance problems and actions taken to remedy those problems.

7. TERM AND TERMINATION

7.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect for a three (3)-year period thereafter; unless terminated earlier as provided herein. Upon expiration of the initial term, this Agreement shall be renewed automatically for successive one-year terms.

7.2. Termination. Either party may immediately terminate this Agreement at any time upon written notice to the other party in the event any of the following occurs:

- 7.2.1. The omission or the commission by the other party of any act or conduct for which its authority to provide services may be revoked or suspended by any governmental or administrative body (whether or not such suspension or revocation actually occurs);
- 7.2.2. The other party becomes insolvent or bankrupt;
- 7.2.3. It is determined by the terminating party that the other party lacks any federal, state, or local license, permit, or approval, including, without limitation, certificate of need approval required for the services and operations contemplated by this Agreement or that such services and operations or the arrangements set forth in this Agreement may be inconsistent with, or subject a party to, potential negative consequences under any provision of federal or state

law regulating the services contemplated by this Agreement or the arrangements between the parties as set forth herein; or

7.2.4. There is a material breach of the Agreement by the other party, which includes, but is not limited to, non-payment by Health Center of any required fees and/or reimbursement amounts within the time frames set forth in this Agreement.

7.3. Termination without Cause. Notwithstanding any provision to the contrary, either party may terminate this Agreement at any time and without cause upon thirty (30) calendar days' prior written notice to the other party.

7.4. Termination of Individual Health Center Locations. Walgreens may terminate participation with respect to any individual Health Center Location, at any time, upon thirty (30) calendar days' prior written notice to the Health Center. Termination of any individual Health Center Location shall not be deemed a termination of this Agreement.

7.5. Effect of Termination. Upon termination of this Agreement, Walgreens will provide Health Center with an invoice detailing those drugs dispensed under 340B Drug Program which have not been replenished. Health Center will reimburse Walgreens for those pharmaceutical products at the Inventory Replenishment Rates. Each party will reimburse the other party any amounts due upon termination of this Agreement. Termination will have no effect upon the rights or obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.

8. GENERAL PROVISIONS

8.1. Advertising. Neither party may advertise or use any trademarks, service marks, or symbols of the other party without first receiving the written consent of the party owning the mark and/or symbol with the following exceptions: (i) Health Center may use the name and the addresses of Walgreens in Health Center's informational brochures or other publications Health Center provides to its patients or potential patients; and (ii) Walgreens may use Health Center's name, trademark, service mark, and/or symbols to inform patients and the general public that Walgreens is the only pharmacy contracted for the dispensing of 340B Drugs to Eligible Patients. Any other reference to Walgreens in any Health Center materials must be pre-approved, in writing, by Walgreens.

8.2. Assignment. Neither party may assign this Agreement to a third party, except that either party will have the right to assign this Agreement to any direct or indirect parent, subsidiary or affiliated company or to a successor company. Any permitted assignee will assume all obligations of its assignor under this Agreement. No assignment will relieve any party of responsibility for the performance of any obligations which have already occurred. This Agreement will inure to the benefit of and be binding upon each party, its respective successors and permitted assignees.

8.3. Confidentiality of Records. The parties agree to protect the confidentiality of each other's records and business information disclosed to it and not to use such information other than as necessary and appropriate in connection with performance of this Agreement. Each party acknowledges that disclosure of confidential information of the other would cause the other party irreparable harm and may, without limiting the remedies available for such breach, be enjoined at the instance of the harmed party. Upon termination of the Agreement, each party agrees to cease use of the other's information and to return it, or destroy it, as appropriate.

8.4. Delegation. Walgreens may delegate or subcontract the performance of any obligation agreed to be performed by Walgreens hereunder to a related entity, contractor, or subcontractor, provided that as a condition precedent to such delegation or subcontract, all services or other activities performed by such, contractor or subcontractor shall be consistent with and comply with Walgreens' obligations under this Agreement.

8.5. Dispute Resolution. The parties shall attempt to resolve any dispute or claim existing out of the interpretation of or performance under this Agreement through informal discussions. When a dispute arises, either party may submit a written complaint to the other party describing and proposing the manner of resolving that dispute. The party receiving that complaint shall respond by accepting, rejecting, or modifying that proposal, in writing, within thirty (30) calendar days upon receipt of such complaint. If the claim or dispute cannot be resolved through informal discussions, the claimant may bring a legal action in a court of competent jurisdiction to adjudicate its claim or to enforce or interpret any part of this Agreement. The prevailing party in a legal action will be entitled to recover reasonable attorneys' fees to be determined by the judicial body. The attorneys' fees will be in addition to the amount of judgment or any other relief obtained by the prevailing party.

8.6. Enforceability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected or impaired thereby.

8.7. Entire Agreement. This Agreement represents the entire understanding of the parties. Each party hereto warrants and represents that there are no other agreements or understandings between the parties, either oral or written, relating to the subject matter of this Agreement. Any amendments and/or modifications to this Agreement shall be in writing and will become effective and binding upon execution by authorized representatives of the parties hereto.

8.8. Force Majeure. The performance by either party hereunder will be excused to the extent of circumstances beyond such party's reasonable control, such as flood, tornado, earthquake, or other natural disaster, epidemic, war, material destruction of facilities, fire, acts of God, etc. In such event, the parties will use their best efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the party's failure to perform.

8.9. Indemnification. Each party shall indemnify, defend, and hold harmless the other party from and against all third party claims, damages, causes of action, costs or expense, including court costs and reasonable attorneys' fees, which may arise as a result of the indemnifying party's negligent performance of or failure to perform, any term or condition of this Agreement. The obligation to indemnify shall survive termination of this Agreement regardless of the reason for termination.

8.10. Independent Contractor. None of the provisions of this Agreement are intended to create, nor shall they be deemed or construed to create, any relationship between the parties hereto other than that of independent entities contracting solely for the purposes of effecting the provisions of this Agreement. Neither of the parties shall be construed to be the partner, co-venturer, or employee or representative of the other party.

8.11. Notice. Any notice required or given under this Agreement shall be provided in writing sent by U. S. certified mail, return receipt requested, postage prepaid, or by overnight delivery service providing proof of receipt, to the addresses of the parties as set forth below:

GALVESTON COUNTY HEALTH DISTRICT
1207 OAK STREET
LAMARQUE, TX 77568
ATTN: HARLAN "MARK" GUIDRY, MD,
MPH, AND CEO

WALGREEN CO.
104 WILMOT ROAD, MS-1446
DEERFIELD, IL 60015
ATTN: HEALTH LAW – DIVISIONAL VICE
PRESIDENT

AND SEND VIA EMAIL TO:
HealthLawLegalNotices@Walgreens.com

Each party may designate by notice any future or different addresses to which notices will be sent. Notices will be deemed delivered upon receipt or upon refusal to accept delivery.

8.12. Patient Privacy and HIPAA Compliance. The parties recognize that each may be a healthcare provider and a covered entity within the meaning of the federal Health Insurance Portability and Accountability Act ("**HIPAA**"). The parties agree to protect and respect the patient's right to privacy and confidentiality concerning their medical and pharmaceutical records, and to protect all individually identifiable health information as protected health information from misuse or disclosure, in compliance with all applicable state and federal law. Without limiting the generality of the foregoing, the parties agree to use patient-specific information: (i) only for permitted treatment, billing and related record-keeping purposes; or (ii) as otherwise permitted by law. In the event that any patient information created, maintained or transmitted in connection with this agreement is to be transmitted electronically, the parties agree that they shall comply in all respects with the requirements of HIPAA governing electronic transmission of individually identifiable patient information. Failure by either party to abide by these requirements shall be a basis for immediate termination of this Agreement.

8.13. Regulatory Compliance. Health Center and Walgreens mutually acknowledge that their intent in entering into this Agreement is solely to facilitate Health Center's 340B Drug Program, without Health Center having to establish and operate its own pharmacy. The services provided hereunder are only those necessary in order to fulfill this intent, and all financial arrangements established herein are mutually determined to represent either cost or fair market value for the items and services received. The parties expressly do not intend to take any action that would violate state or federal anti-kickback prohibitions, such as those appearing in Section 1128B of the Social Security Act, 42 USC Section 1320a-7b. Instead, it is the intention of the parties that this Agreement, and all actions taken in connection herewith, shall to the greatest extent possible be construed to be consistent with the regulatory requirements of the safe harbor for personal services and management contracts appearing in 42 CFR Section 1001.952(d) and, if applicable, (w). Both parties agree that they will neither knowingly resell nor transfer a 340B Drug to an individual who is not an Eligible Patient nor will they dispense 340B Drugs to any person whose prescription is reimbursable by a State Medicaid Agency.

8.14. Signature Authority. Each party to this Agreement warrants that it has full power and authority to enter into this Agreement and that the person signing this Agreement on behalf of either party warrants that he or she has been duly authorized and empowered to enter into this Agreement.

8.15. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

IN WITNESS WHEREOF, Health Center and Walgreens have executed and delivered this Agreement by their representatives duly authorized.

GALVESTON COUNTY COORDINATED
COMMUNITY CLINIC
By: [Signature]
Name: Warren I Holland III
Title: COO
Date: 11/28/2011

WALGREEN CO.
By: [Signature]
Name: John Mann
Title: Asst. Secretary
Date: 1-11-2012

Approved as to form and content:
[Signature] 1.5.12
Legal: [Signature]

Exhibit A
Fee Schedule

1. Self-Pay Patients. For those Eligible Patients whose prescriptions are not reimbursable by a Private Insurer, Walgreens shall collect from the Eligible Patient the following amounts:

- 1.1 \$0.50 administrative fee for the Inventory Maintenance Services ("**Self-Pay Administrative Fee**");
- 1.2 \$13.00 dispensing fee for the 340B Pharmacy Services ("**Self-Pay Dispensing Fee**"); and
- 1.3 The price for the 340B Drug as set forth in the Price File ("**Drug Price**").

Walgreens shall be entitled to retain an amount equal to the Self-Pay Administrative Fee and the Self-Pay Dispensing Fee. Upon determination by Walgreens that Health Center is otherwise current in its payment obligations to Walgreens, Walgreens shall, in accordance with Article 5, remit to Health Center the Drug Price. Notwithstanding the foregoing, if at the time of dispensing Walgreens determines the Usual and Customary Charge is equal to or less than the total of the Self-Pay Administrative Fee, Self-Pay Dispensing Fee and Drug Price, such drug shall be considered a Non-Eligible 340B Drug and Walgreens shall charge the Eligible Patient the Non-Eligible 340B Drug rate.

2. Private Insurer Patients. For those Eligible Patients whose prescriptions are reimbursable by a Private Insurer, Walgreens will process and bill the Eligible Patient's Private Insurer for the Contracted Rate provided to the Retail Pharmacy at the time of dispensing. Subject to the provisions that follow, Walgreens shall be entitled to retain up to 13% of the Contracted Rate for the Inventory Maintenance Services and such billing services ("**Private Insurer Administrative Fee**") and a \$13.00 dispensing fee for the 340B Pharmacy Services ("**Private Insurer Dispensing Fee**"). Upon determination by Walgreens that it has received the Contracted Rate for the Eligible Patient's prescription and provided that: (i) Health Center is current in its payment obligations to Walgreens; and (ii) the Contracted Rate exceeds the sum of Private Insurer Dispensing Fee, the Private Insurer Administrative Fee and the Drug Price; Walgreens will retain an amount equal to the sum of the Private Insurer Dispensing Fee and the Private Insurer Administrative Fee (such sum the "**Private Insurer Fee**") and, in accordance with Article 5, remit to Health Center the difference between the Private Insurer Fee and the Contracted Rate. If the Contracted Rate is less than or equal to the Private Insurer Fee, Walgreens agrees to accept and retain the Contracted Rate as payment in full and there will be no further adjustment between the parties.

3. Non-Eligible 340B Drugs. The Non-Eligible 340B Drug rate shall be the Usual and Customary Charge.

4. Inventory Replenishment Rate. The Inventory Replenishment Rate shall be the following:

- 4.1 *Brand Name Drugs*: the Average Wholesale Price of the dispensed pharmaceutical product minus 16.65%.
- 4.2 *Generic Drugs*: the Average Wholesale Price of the dispensed pharmaceutical product minus 70%.

5. Annual Price Adjustment. Walgreens will notify Health Center within sixty (60) days of the one year anniversary date of the Effective Date and annually thereafter, if there is a price increase for the Self-Pay Administrative Fee, Self-Pay Dispensing Fee, Private Insurer Administrative Fee, and/or Private Insurer Dispensing Fee, which shall become effective the later of the expiration of such sixty (60) day period or the date specified in the notice. In the event Health Center objects to such increase, Health Center and Walgreens shall meet in good faith to discuss the price increase. If, after good faith discussions between the parties an agreement is not reached with respect to such price increase, Health Center has the right to cancel the contract according to Section 7.3 Termination without Cause.

**Exhibit B
Suppliers**

1. Cardinal Corporation

[Back to Agenda](#)



COASTAL HEALTH & WELLNESS

GOVERNING BOARD

9850-A.106 Boardroom Emmett F. Lowry Expressway, Texas City

Governing Board

June 2020

Item#11

**Consider for Approval Coastal Health & Wellness
Operational Policy**

Coastal Health & Wellness Operational Policy

Purpose

This policy defines the operations of the Coastal Health & Wellness Clinics as designated by the Coastal Health & Wellness Governing Board.

Policy

Coastal Health & Wellness operates as a Federally Qualified Health Center and receives funding from the Health Resources and Services Administration (HRSA) for operations. As a grantee, the clinic operates under HRSA guidelines, as well as policies established by the Coastal Health & Wellness Governing Board. *Information about the policies approved by the Coastal Health & Wellness Governing Board can be viewed at: <http://www.gchd.org/clinical-services/coastal-health-wellness-governing-board/approved-policies>.* This document is intended to outline the Operational Policies of the Coastal Health & Wellness Clinics. For more information about Federally Qualified Health Centers see <http://www.bphc.hrsa.gov/about/>.

The Coastal Health & Wellness Clinics are governed by ~~an eleven~~ thirteen member Board. The majority of members of the Governing Board are comprised of persons who use the clinic for primary health care. The Governing Board provides high level policy direction for the operation of the clinic. The Coastal Health & Wellness Governing Board Bylaws can be viewed at: ~~<https://www.gchd.org/home/showdocument?id=8463>~~, ~~<http://www.gchd.org/home/showdocument?id=4610>~~.

Annually, the Coastal Health & Wellness Governing Board will review and approve policies as outlined in the Coastal Health & Wellness Governing Board Bylaws and HRSA grant requirements.

The Executive Director is hired by the Coastal Health & Wellness Governing Board and is responsible for planning, implementing, and directing all phases of the Health Center's operations in accordance with the policies and procedures set forth by the Coastal Health & Wellness Governing Board.

Scope of Services

The Coastal Health & Wellness Clinics provides high quality medical and dental primary care services, as well as mental health counseling to anyone seeking care. Changes in the scope of services provided in the clinics must be approved by the Coastal Health & Wellness Governing Board and HRSA. A complete statement can be found in the current *HRSA Notice of Grant Award*. (See HRSA document files <http://bphc.hrsa.gov/programrequirements/policies/pal201405.html> <https://bphc.hrsa.gov/programrequirements/scope.html> for details regarding change of scope.)

Hours of Operation

The clinic operates during hours that have been approved by the Coastal Health & Wellness Governing Board. These hours include daily operations M-F, 8AM-5PM and extended weekday evening hours. Coastal Health & Wellness also operates a Saturday Clinic from 8AM to 12PM in the Texas City clinic only. More information about clinic hours can be found at: <http://www.gchd.org/clinical-services/locations-and-hours>

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Locations

There are currently two clinic locations. The Texas City clinic is located at 9850-C Emmett F. Lowry Expressway, and the Galveston clinic is located at 4700 Broadway in the Island Community Center. The Texas City and Galveston clinic operations are part of the HRSA scope of service statement. Changes in location must be approved by the Coastal Health & Wellness Governing Board and the HRSA office.

Patient Grievance Procedure

It is the goal of Coastal Health & Wellness to address and resolve all patient concerns and complaints at the lowest level and in the most immediate and effective manner. If a patient's concern cannot be resolved to their satisfaction by a staff member and his/her supervisor, the patient may file a complaint with the Coastal Health & Wellness Administration Office. Coastal Health & Wellness Administrative Staff will track and coordinate a response to the patient. If the patient remains unsatisfied with the response of the CHW Administrative office, the patient may file a formal complaint to the CHW Governing Board through the Executive Director.

Eligibility

HRSA requirements specify that all prospective patients must be screened for eligibility for discounted services. All prospective patients are required to prove their residency, income and family composition by completing an "Application for Discounted Services" which can be found at: <http://www.gchd.org/clinical-services/access-to-care>. The information needed to become eligible for Coastal Health & Wellness services may also be found at the above link.

Development of Clinical Protocols

The Medical Director and Dental Director will develop evidence based clinical guidelines and protocols for treating common conditions. These guidelines will be reviewed and updated at least every two years. Current guidelines and protocols are available on the Coastal Health & Wellness internal website for access by employees only.

Financial Responsibility for Referrals

Coastal Health & Wellness medical and dental providers may refer patients to outside providers of specialty care or diagnostic tests. Generally, Coastal Health & Wellness patients are financially responsible for all referral care in accordance with the financial policy of the entity to which the patient is referred for specialty medical/dental evaluation or diagnostic tests

Consumer Bill of Rights

Patients' rights and responsibilities are outlined in a document entitled *Patient Rights and Responsibilities*. This document is given to every patient eligible for services, and it can be found on the website at <http://www.gchd.org/clinical-services/patient-information>. ~~The document is written to be in compliance with the Bureau of Primary Health Care (BPHC) Policy Information Notice (PIN) 98-23 and the BPHC New Start Protocol.~~

Sliding Fee Schedule Policy

The Coastal Health & Wellness Governing Board reviews and approves the Sliding Fee Schedule policy on an annual basis. This is based on the Federal Poverty Level Guidelines that are published annually. Uninsured discounts are established based on the sliding fee schedule for those patients who have submitted an Application for Discounted Services. (Current Federal Poverty Level information available on the HRSA web site <https://www.hrsa.gov/get-health-care/affordable/hill-burton/poverty-guidelines.html><http://www.bphc-hrsa.gov/>)

Fees for All Coastal Health & Wellness Services

Fees for Coastal Health & Wellness services are based on the Usual, Customary and Reasonable (UCR) rates and/or the Relative Value Unit (RVU). The fee schedules for medical and dental services are reviewed and approved by the Coastal Health & Wellness Governing Board annually. Patients are charged these fees for the services they receive subject to adjustment according to the sliding fee schedule.

Patient Payment & Financial Responsibilities

Patient financial responsibilities are outlined in the Coastal Health & Wellness ~~*Patient Rights and Responsibilities*~~*Patient Financial Guide* located at <http://www.gchd.org/clinical-services/patient-information>.

~~Insured and uninsured financial responsibilities are outlined in the “Coastal Health & Wellness Patient Financial Guide” located <http://www.gchd.org/clinical-services/patient-information>.~~

Fees collected at the time of visit or billed at a later date are charged in accordance with the medical and dental fee schedules located at <http://www.gchd.org/clinical-services/coastal-health-wellness-governing-board/approved-policies>.

More specific expectations regarding billing and collections are outlined in the Governing Board’s Billing & Collection Policy, ~~located at <http://www.gchd.org/clinical-services/coastal-health-wellness-governing-board/approved-policies>.~~ The Governing Board Panel, or their designee, will review the billing history of patients who have received two Debt Warning Notices and still refuse to pay. The Panel, or their designee, will then decide whether to issue the patient a Notice to Suspend access to the clinic.

Patient Warnings and Terminations Due to Behavior Infractions

Patients exhibiting inappropriate behavior will receive a warning letter stating that such behavior will not be tolerated and are at risk of being terminated as a patient of Coastal Health & Wellness. If a major infraction is committed, the patient will receive a letter terminating their patient relationship with Coastal Health & Wellness. Patients issued a letter of termination notice will be advised of their right to appeal to the Coastal Health & Wellness Governing Board through the Executive Director. Terminated patients that have committed a major infraction that is criminal in nature will not be able to re-apply for services through the Coastal Health & Wellness Clinic. For a patient terminated for major infractions that are not criminal in nature, they may be allowed to reapply/reregister to obtain services at the Coastal Health & Wellness Clinics after one (1) year. Additional information regarding patient warning and terminations can be found in the Coastal Health & Wellness *Patient Rights and Responsibilities* located at <https://www.gchd.org/clinical-services/patient-information> ~~<http://www.gchd.org/home/showdocument?id=4872>.~~

NOTE: Current Coastal Health & Wellness ~~Governing Board Policies establishing Scope of Service~~*information regarding*—hours of operation, eligibility, fees, etc. can be viewed at www.coastalhw.org. ~~<http://www.gchd.org/clinical-services/coastal-health-wellness-governing-board/approved-policies>.~~

Field Code Changed

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COASTAL HEALTH & WELLNESS

GOVERNING BOARD

9850-A.106 Boardroom Emmett F. Lowry Expressway, Texas City

Governing Board

June 2020

Item#12

**Consider for Approval Coastal Health & Wellness
Emergency Department/Hospital Admission Care Transition, Tracking
and Follow Up Policy**

POLICY & PROCEDURE

Emergency Department / Hospital Admission Care Transition, Tracking, and Follow Up

PURPOSE:

The purpose of this policy is to provide a consistent, orderly process for the tracking of patients known to have had a recent emergency department (ED) visit or hospital admission.

DEFINITIONS:

A. Established patient:

A patient is considered an established patient if they have been seen by at least one provider at Coastal Health & Wellness (CHW) clinics within the last two years.

B. New patient:

Person who has not received any services from a CHW medical or counseling professional within the last two years.

POLICY:

It is the policy of CHW to provide appropriate continuity of care for CHW patients incurring an emergency department visit or hospital admission.

PROCEDURE:

A. Admissions

1. CHW adult and pediatric patients admitted to the hospital are followed by hospitalist groups who work within local hospitals.
2. Patients requiring admission to the hospital from one of our two clinics are sent to the nearest emergency department for stabilization and determination of level of care required. CHW Providers will contact the UTMB Patient Placement Center/Transfer Center at 1-800-962-3648 or Mainland Hospital ED at 409-938-5112 if appropriate for direct admission.
3. Patients calling CHW on call provider will be directed to be taken to the nearest Emergency Department from home when appropriate. The on-call provider assists the patient with determining the safest method for going to the hospital, i.e. Private vehicle with non-patient driver or ambulance and assists with calling 9-1-1 if necessary.

B. Hospital Tracking

1. Patients are instructed to report all ED visits or hospital admissions immediately upon discharge.
 - a. UTMB hospitals fax summary notifications when patients have had a visit of any kind to their facilities.

- b. All staff members at CHW including medical providers, nursing staff and case management staff have access to CareLink, a feature of Epic, UTMB's electronic health record. CareLink provides a comprehensive read-only view of all care provided within the UTMB system including emergency, hospital admissions, ambulatory subspecialty care, and all diagnostic results.
 - c. On hospital discharge summaries the hospitalist team lists the items necessary for follow up by the CHW providers at the hospital follow up visit.
 2. Limited information about visits to HCA hospitals is obtained from the Health Information Exchange (HIE) system when CHW is notified of a visit to any of the local hospitals.
 3. UTMB hospitals and HCA hospitals send weekly reports of all CHW and/or uninsured patients with no medical home seen through their ED. This information is documented in the CHW Hospital/ED Tracking Log.
 4. CHW clinical staff notify the Case Management Department when a patient is sent to the hospital via EMS or personal vehicle so the patient can be tracked, discharge documents obtained and follow up appointments scheduled.
 5. Patients referred to the hospital are logged in the Hospital/ED Tracking Log for follow-up by Case Management.

C. Sharing Clinical Information with Hospitals and Emergency Departments

1. When CHW sends a patient to the hospital/emergency room, CHW staff take the following actions:
 - a. Pertinent information is sent with the patient or given to the Emergency Medical Services personnel (i.e. ambulance staff). This includes EKGs, point of care lab results such as glucose and urinalysis/pregnancy confirmation, an updated medication list and a brief summary of care provided in the clinic.
 - b. The patient's information is added to Hospital/ED Tracking Log located in the medication rooms in both Texas City and Galveston clinics and collected daily by case management so follow-up care can be assured through case management.
2. When hospital staff request clinical information about the patient the requested information is transmitted by the Electronic Records staff.
3. CHW medical providers direct patients to identify themselves as patients of CHW clinics whenever they receive care elsewhere to encourage ongoing communication between all care providers.

D. Discharge Summaries/ED Report

1. CHW will request all records not obtained from CareLink or HIE from the hospital for patients who have had an ED visit or hospital admission.
2. Any discharge/ED visit summary sent to CHW will be scanned into the appropriate patient's chart for review by the patient's primary care provider (PCP).

E. Post Discharge Visit

1. Patients discharged from the hospital or those seen in the ED are contacted within 7 days of a known discharge if the patient has not already contacted the clinic for follow up visit.
2. Follow up appointments for patients admitted to the hospital for at least an overnight stay will be scheduled within 14 days of discharge. The provider may designate a shorter

timeframe as medically appropriate. Appointments for follow up of ED visits with low acuity lower risk levels will be scheduled at provider discretion.

3. At the appointment, referrals to community resources and disease/case management will be given as well as self-management support programs if applicable.

F. Scheduling Appointment and Tracking Follow Up

UTMB and HCA hospitals provide a weekly log of all patients seen in their respective Emergency Departments.

1. CHW staff will call the patient to schedule a follow-up appointment when notified through our tracking system that an ED visit occurred:
 - a. If the ED visit resulted in a hospital admission the patient will be scheduled for “hospital follow up” with his/her PCP.
 1. Additional time is added for hospital follow up visits to ensure a comprehensive review of records and meaningful discussion and management with the patient.
 - b. If the ED visit did not result in a hospital admission the patient will be scheduled for follow up of the condition for which he/she was treated in the ED (e.g. Exacerbation of asthma)
4. Information from the tracking log is summarized and reported to the QA meetings on a monthly basis.

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COASTAL HEALTH & WELLNESS

GOVERNING BOARD

9850-A.106 Boardroom Emmett F. Lowry Expressway, Texas City

Governing Board

June 2020

Item#13

**Consider for Approval Revisions to Coastal Health & Wellness
Patient Application**



Coastal Health & Wellness

Registration Form

Formulario de inscripción

Applicant Information / Información del Solicitante

<p>Applicant's Name (Last, First, Middle) Nombre del solicitante (Apellido, Primero, Segundo)</p> <hr/> <p>Physical Address (Street) Dirección Física (Calle)</p> <hr/> <p>City State Zip Ciudad Estado Zona Postal</p> <hr/> <p>Home / Número de Casa</p> <hr/> <p>Cell / Celular</p>	<p><input type="checkbox"/> Same as Physical/ Igual que el físico</p> <hr/> <p>Mailing Address (Street or P.O. Box) Dirección de envío (Calle o P.O Box)</p> <hr/> <p>City State Zip Ciudad Estado Zona Postal</p> <hr/> <p>Homeless? <input type="checkbox"/> Yes/Sì <input type="checkbox"/> No ¿sin hogar?</p> <hr/> <p>Email Address/ Correo Electrónico</p>	<p>Emergency Contact Information Información de contacto de emergencia</p> <hr/> <p>Name / Nombre</p> <hr/> <p>Phone # / Número de Teléfono</p> <hr/> <p>Relationship to Applicant? ¿Relación con el solicitante</p>
<p>Preferred Language? <input type="checkbox"/> English <input type="checkbox"/> Español <input type="checkbox"/> Other _____</p>	<p>Marital Status Estado Civil</p> <p><input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed Soltero Casado Divorciado Viudo</p>	<p>Are you a Veteran? ¿Es usted un veterano</p> <p><input type="checkbox"/> Yes/Sì <input type="checkbox"/> No/No</p>

Insurance Information / Información de seguros

<p>Do you or anyone in your Household have Healthcare Coverage or Insurance? ¿Alguien en el hogar tiene seguro de salud?</p> <p><input type="checkbox"/> Yes/Sì , I/We have /Tengo/Tenemos</p> <p style="margin-left: 40px;"><input type="checkbox"/> Medical/ Médica</p> <p style="margin-left: 40px;"><input type="checkbox"/> Dental</p> <p><input type="checkbox"/> No Coverage (Self Pay) / Sin cobertura (Autopago)</p>	<p>Please check all that apply to your household.</p> <p><input type="checkbox"/> Private Insurance / Seguro privado</p> <p><input type="checkbox"/> Medicare Plan</p> <p><input type="checkbox"/> Medicaid Plan</p> <p><input type="checkbox"/> Title V Health & Dental / Título V Salud & Dental</p> <p><input type="checkbox"/> CHIP – Children’s Health Insurance Program</p> <p><input type="checkbox"/> Healthy Texas Women’s Program /Programa de Mujeres Saludables de Texas</p> <p><input type="checkbox"/> Other</p>		
<p>Name of Person Insured Nombre de la persona que tiene seguro de salud</p>	<p>Date of Birth Fecha de nacimiento</p>	<p>Name of Coverage/ Insurance Nombre de seguro</p>	<p>Policy Member ID Número de identificación del miembro de la póliza</p>
(1)			
(2)			
(3)			
(4)			

Sliding Fee Discount Program / Programa Para Servicios de Descuento

I HAVE INSURANCE AND I WANT TO APPLY FOR A DISCOUNT. TENGO SEGURO Y QUIERO SOLICITAR UN DESCUENTO.

WAIVE FINANCIAL SCREENING PROCESS. RENUNCIAR AL PROCESO DE DETECCIÓN FINANCIERA

I will pay the Governing Board approved rates for health services and pay the REQUIRED deposit before each provider visit for health services/ Pagaré las tarifas aprobadas por la Junta de Gobierno para los servicios de salud y pagaré el depósito REQUERIDO antes de cada visita del proveedor por servicios de salud

Household Information / Información del Hogar

Household includes: Applicant Patient, Spouse (including same-sex marriage recognized by U.S. Jurisdictions), Children up to age 18 or up to age 21 if a high school or college student, dependents claimed on federal income taxes (including elderly parents, disabled children, court-ordered guardianships, and CPS placements).

Hogar incluye: Paciente/solicitante, cónyuge (incluyendo el matrimonio entre personas del mismo sexo reconocidas por jurisdicciones de Estados Unidos), Niños hasta los 18 años o hasta 21 años si están en la escuela secundaria o estudiantes universitarios, dependientes reclamados por los impuestos federales sobre la renta (incluidos los padres ancianos, los niños discapacitados, las tutelas ordenadas por la corte y las colocaciones de CPS)

Fill in line (1) with your information. Fill in the remaining lines for those who live in the household for which you are legally responsible. Llene la primera línea con Información acerca de usted mismo. Llene las líneas restantes acerca de todos que viven con usted, y es legalmente responsable.

Race/Raza						Ethnicity/Etnicidad	
W-White/Blanca		NA-American Indian/Alaskan Native/ Los Indios Americanos/Nativos de Alaska				LH-Latino or Hispanic/ Latino o Hispano	
B-Black/Negro		NH-Native Hawaiian/Nativo de Hawái		MOR- More Than One Race/Más De Una Raza		NH- Not Hispanic/ No Hispano	
A-Asian/Asiática		OPI-Other Pacific Islander/otras islas dela Pacifico				U-Unreported/Unknown/No Delarada/Desconocida	
Name (Last, First, Middle) Nombre (Apellido, Primera, Segundo)	Relationship to you? ¿Cuál es la relación a usted?	Date of Birth Fecha de nacimiento	Age Edad	Sex Sexo	Race Raza	Ethnicity Etnicidad	SSN Number Número de Seguro Social
(1)	Self /Yo mismo						
(2)							
(3)							
(4)							
(5)							
(6)							

Household's Income: Please provide the names of all household member's 18-years and older.

Ingresos del hogar: Proporcione los nombres de todos los 18 años o más de cada miembro del hogar.

Names of Household Members (18 years and older) Nombres de los miembros del hogar (18 años o más)	Source of Income Fuente del Ingreso	Amount Received Cantidad Recibida	How often is the income received? (Daily, Weekly, Every two weeks, twice a month, monthly?) ¿Con qué frecuencia recibe el ingreso? (Diariamente, por semana, cada quincena, mensual)
(1)			
(2)			
(3)			
(4)			

The statement I have made, including my answers to all questions, are true and correct to the best of my knowledge and belief. I agree to give Coastal Health & Wellness staff any information necessary to prove statements about my eligibility. I understand that giving false information could result in disqualification and repayment. I agree to give CHW any information required to identify and locate all other sources of payment for health care services. I agree to report to CHW any changes in income, household size, address, phone number, or health care coverage within 14 days.

I understand that this application will be considered without regard to race, color, religion, creed, national origin, age, sex, disability, or political belief; that I may request a review of the decision made on my application or recertification for assistance; and that I may request, orally, or in writing, a fair hearing about actions affecting receipt of stopping assistance.

I understand that by signing this application, I am giving CHW the right to recover the cost of health care services provided by CHW from any third party. If I qualify for discounted services and it is later determined that the information or proof I provided on this application is false, I may lose my discount, may be barred from reapplying for six months, and may be required to repay CHW for any services rendered at 100% of cost. I understand that my failure to meet the obligations set forth may be considered willful withholding of information and can result in the recovery of any loss by repayment, or by filing criminal or civil charges against me.

La declaración que he hecho, incluyendo a mis respuestas a todas las preguntas, son verdaderas y correctas de acuerdo a mis conocimientos y cálculos. Estoy de acuerdo en dar al personal/empleados de la clínica de Coastal Health & Wellness (CHW) cualquier información necesaria para comprobar mis declaraciones sobre la elegibilidad. Entiendo que dar información falsa podría resultar en la descalificación y el reembolso. Estoy de acuerdo en dar CHW toda la información necesaria para identificar y localizar todas las otras fuentes de pago por los servicios de atención de salud. Estoy de acuerdo en informar a CHW cualquier cambio en los ingresos, tamaño del hogar, dirección, número de teléfono, o la cobertura de atención médica dentro de 14 días.

Entiendo que esta aplicación será considerada sin distinción de raza, color, religión, credo, origen nacional, edad, sexo, discapacidad o creencia política; que puedo solicitar una revisión de la decisión tomada sobre mi solicitud o recertificación de asistencia; y que puedo pedir, oralmente o por escrito, una audiencia imparcial sobre las acciones que afectan a la recepción de detener la asistencia.

Entiendo que al firmar esta aplicación, estoy dando CHW el derecho a recuperar el costo de los servicios de salud prestados por CHW de cualquier tercero. Estoy de acuerdo en darle a CHW toda la información necesaria para identificar y localizar todas las fuentes de pago por los servicios de atención de salud. Si califico para servicios con descuento y se determina después de que la información o prueba que he proporcionado en esta solicitud es falsa, puedo perder mi descuento, puedo ser excluida de volver a aplicar durante seis meses, y puedo ser obligada a devolverle a CHW por los servicios prestados al 100% del costo. Entiendo que mi incumplimiento de las obligaciones establecidas se puede

considerar la retención deliberada de información y puede dar lugar a la recuperación de las pérdidas por amortización, o mediante la presentación de cargos criminales o civiles en contra de mí.

BEFORE YOU SIGN, BE SURE EACH ANSWER IS COMPLETE AND CORRECT
ANTES DE FIRMAR, SEGÚRESE DE QUE CADA RESPUESTA ESTA COMPLETA Y CORRECTA

This is an Official Government Record. Untrue or incomplete information given on this form may and probably will result in Criminal Action being taken under Section 31.04, 37.10, or other portions of the Texas Penal Code.

(Este es un registro oficial del gobierno. Información falsa o incompleta dada en este formulario puede y probablemente resultará en acción legal en su contra bajo secciones 31.04, 37.10 o otras partes del código penal del Estado de Tejas).

Signature Applicant

Firma - Solicitante

Date

Fecha

Revised-6/2020

My signature above acknowledges I have been provided with the following information:

Consent to Treatment

I consent to assessments, examinations, diagnostic tests, treatments, and procedures performed by Coastal Health & Wellness Clinic medical, counseling, dental providers, and their delegates. I further understand that I may revoke this authorization at any time.

Financial Responsibility

I understand that I am responsible for the cost of all services rendered, unless I have healthcare coverage for services provided to me. I understand that I am responsible for either a clinic fee/deposit (uninsured) or co-pay (required by my private insurance plan) at the time of service. I understand that if I have healthcare coverage that my plan will be billed; however, I agree to pay all charges for any health care services provided by Coastal Health & Wellness that are not covered or collected from my insurance carrier or other third party payer, including any deductibles and coinsurance amounts.

Sliding Fee Discount Program

I understand that Coastal Health & Wellness encourages all our patients (with or without healthcare coverage) to apply for the Sliding Fee Discount Program. This program could reduce your out of pocket healthcare expenses. If you have healthcare coverage, the portion of the healthcare expenses you are responsible for may be reduced if you qualify under the rules of the program.

Coastal Health & Wellness No Show Policy Agreement

At Coastal Health & Wellness we highly value our patients and the importance of providing quality accessible care. For that reason, it is important that you keep scheduled appointments and/or inform CHW of any changes in a timely manner. Please understand that a no-show appointment or late cancellation prevents CHW from providing care to additional patients who may need an appointment. Please understand that our policy states patients that fail to keep **(3) consecutive scheduled appointments** will not be able to pre-schedule future appointments. Appointments must be CONFIRMED/ rescheduled/canceled within **24** hours prior to the scheduled appointment. Coastal Health & Wellness thanks you for your understanding and cooperation to continue to provide quality care to all our patients. *I understand and agree to abide by this No-Show Policy*

Patient Information Documents

- Statement of Patient Rights and Responsibilities – defines my rights and responsibilities as a patient that receives health care services from Coastal Health & Wellness.
- Notice of Privacy Practices – which provides information about how Coastal Health & Wellness and its workforce may use and/or disclose my protected health information for treatment, payment, health care operations and as otherwise permitted by law.

- Patient Complaint Procedure/Notice Concerning Complaints—which explains how to file a complaint and/or grievance.
- Guidelines on Advance Directives—which provides information regarding advanced life directives and informs me that Coastal Health & Wellness providers DO NOT recognize out-of-hospital do not resuscitated (DNR) orders.

Mi firma anterior reconoce que se me ha proporcionado la siguiente información:

Consentimiento para el Tratamiento

Doy mi consentimiento para evaluaciones, exámenes, pruebas diagnósticas, tratamientos y procedimientos realizados por Coastal Health & Wellness Clinic, médico, consejería, proveedores dentales y sus delegados. Además, entiendo que puedo revocar esta autorización en cualquier momento.

Responsabilidad Financiera

Entiendo que soy responsable del costo de todos los servicios prestados, a menos que tenga cobertura médica para los servicios que se me brindan. Entiendo que soy responsable de una tarifa/depósito de la clínica (sin seguro) o de un copago (requerido por mi plan de seguro privado) en el momento del servicio. Entiendo que, si tengo cobertura de atención médica, se facturará mi plan; sin embargo, acepto pagar todos los cargos por cualquier servicio de atención médica proporcionado por Coastal Health & Wellness que no esté cubierto o cobrado de mi compañía de seguros u otro tercero pagador, incluyendo cualquier deducible y montos de coaseguro

Acuerdo de Póliza de Citas Perdidas

En Coastal Health & Wellness valoramos mucho a nuestros pacientes y la importancia de proporcionar atención accesible de calidad. Por esa razón, es importante que mantenga citas programadas y/o informe a CHW de cualquier cambio de manera oportuna. Por favor, entienda que una cita perdida o una cancelación tarde impide que CHW brinde atención a pacientes adicionales que puedan necesitar una cita. Nuestros registros indican que no ha podido mantener **(2) citas programadas consecutivas**. Por favor, entienda que nuestra póliza establece que los pacientes que no cumplen con **(3) citas programadas consecutivas** no podrán preprogramar citas en el futuro. Las citas deben ser CONFIRMADAS/ reprogramadas/canceladas dentro de las 24 horas previas a la cita programada. Coastal Health & Wellness le agradece su comprensión y cooperación para continuar brindando atención de calidad a todos nuestros pacientes

Documentos de información al paciente

- Declaración de Derechos y Responsabilidades del Paciente – define mis derechos y responsabilidades como un paciente que recibe servicios de atención médica de Coastal Health & Wellness.
- Aviso de prácticas de privacidad – que proporciona información sobre cómo Coastal Health & Wellness y personal pueden usar y/o divulgar mi información médica protegida para el tratamiento, el pago, las operaciones de atención médica y según lo permita la ley.
- Procedimiento/Aviso de queja del paciente con respecto a las quejas—que explica cómo presentar una queja.
- Directrices sobre directivas anticipadas—que proporciona información sobre las directivas avanzadas de vida y me informa que los proveedores de Coastal Health & Wellness NO reconocen pedidos fuera del hospital no reanimados (DNR).

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COASTAL HEALTH & WELLNESS

GOVERNING BOARD

9850-A.106 Boardroom Emmett F. Lowry Expressway, Texas City

Governing Board

June 2020

Item#14

**Consider for Approval Privileging Rights for
UTMB Resident Parsa Matin, MD**



Date: June 25, 2020

To: CHW Governing Board

Thru: Kathy Barroso, CPA
Executive Director *KB*

From: Cynthia Ripsin, MS, MPH, MD
Medical Director *CR*

Re: Privileging

After review of the standard credentialing documents by a Coastal Health and Wellness Human Resources representative for resident physician Parsa Matin, MD, who will work at all times under the direct supervision of a Board Certified faculty physician from UTMB, we are requesting credentialing approval by the Governing Board.

In addition, after review by Medical Director Cindy Ripsin, MD, of the privileging documents submitted by Dr. Matin, we are requesting privileging approval by the Governing Board.

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Governing Board

June 2020

Item#15

Consider for Approval the Reappointment of the following Coastal Health & Wellness Governing Board Members for a 1 Year Term Expiring June 2021:

- a) Elizabeth Williams (Community Representative)
- b) Flecia Charles (Consumer Member)
- c) Samantha Robinson (Community Representative)
- d) Milton Howard, DDS (Community Representative)
- e) Virginia Valentino (Consumer Member)

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Governing Board

June 2020

Item#16

Consider for Approval the Reappointment of the following Coastal Health & Wellness Governing Board Members for a 2 Year Term Expiring June 2022:

- a) Miroslava Bustamante (Consumer Member)
- b) Victoria Dougharty (Consumer Member)
- c) Jay Holland (Community Representative)
- d) Aaron Akins (Consumer Member)
- e) Dorothy Goodman (Consumer Member)

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