

AGENDA
Board of Health Meeting

When: 7:00 a.m., Wednesday, November 19, 2025

Where: Classroom/205 Shands Building

https://teams.microsoft.com/join/19%3ameeting_YjRiNmYyMmUtNDRhZS00YTJkLWJkMGMtOTcyODE5ZmEzZTA0%40thread.v2/0?context=%7b%22Tid%22%3a%22b47be331-a44c-4dfb-88cb-12b914a1b9a7%22%2c%22Oid%22%3a%22fd1025b0-ec6b-49c5-9d11-6576ca1672c1%22%7d

Meeting ID: 217 114 919 560 1

Passcode: 356Nr6iz

	Pages
A. Welcome	
B. Public Forum	
C. Discuss and Consider Starting all Board of Health meetings with a Prayer as First Amendment Right Clause "The Free Exercise Clause"	
D. Discuss and Consider the Approval of Minutes from 10/15/2025	2-6
E. Discuss and Consider Approval of FY 2025 for August Financial Report (End of Fiscal Year 25).	7-9
F. Consider Approving the Ethics Committee Decision Rubric, Charter and Subcommittee.	10-13
G. Discuss and Consider year 1-5 ACCHD goals	14
H. Discuss and Consider next steps for Endowment Trust.	15-61
I. Discuss and Consider approval of Youth Support Program Committee. Formulated by ACCHD and Community.	62-63
J. Discuss and Consider Approving Policies Titled: 421 Salary Increase Based on Merit, 515 Volunteer Staff Policy, 1000 WIC P Plan for 64-138 Coordination of Program Operations, 1001 WIC Inventory Property Management, 1002 WIC Provision of Services to Individuals with Disabilities, 1003 WIC High Risk Referrals, 1004 WIC Child Abuse Reporting, 1005 WIC Civil Rights Complaints, 1006 WIC Infection Disease Control, 1007 WIC Satellite Clinics, 1008 WIC Contingency Plan for CA, 1009 WIC Extension of Timeframes, 1010 WIC Procedures for Issuing and Cleaning Multiuse Pumps, 1011 WIC Procedure for Proof of Identify, 1012 WIC Transfer of Records Procedure, 1300 Pharmacy Class D Compliance, 1301 Normal Pharmacy Operations and Emer. Ops, 1302, Licensing and Regulations, 1303 Pharmacy Inventory, 1304 Drug Recall, 1305 Drug Storage, 1306 Contaminated Drugs, 1307 Correct Labeling of Medications, 1308 Auxiliary Labels, 1309 Drug Destruction Policy, 1310 Drug Donation and Drug Proc, 1311 Drug Proc Purchasing, Ordering and Receiving, 1312 Drug Theft and Drug Diversion, 1313 Drug Error Reporting, 1314 Drug Packaging, repackaging and Labeling, 1315 Drug Requiring Special monitoring, 1316 Pharmacy Record Keeping, 1317 Pharmacy Security, 1318 Pharmacy Sanitation and Organization, 1319 Drug Expiration and Procedure, 1320 Pharmacy Quality Assurance and Retrospective Pharmacy Review, 1321 Pharmacy Staff training, 1322 Drug Information and Patient Edu, 1323 Medication Error, 1324 Pharmacy Formulary, 1325 Pharmacy library, 1326 Drug Samples, 1403 Downtime Procedures, 1404 Facility Safety Inspection .	
K. Attorney Riley Update on Purchasing ACCHD Building.	
L. Financial Update: Anthony Carter	
M. Administrator's Update: Yesenia Cabral-Fletcher	
N. Adjourn	

**MINUTES OF THE REGULAR MEETING OF
THE BOARD OF HEALTH
OF
ANGELINA COUNTY & CITIES HEALTH DISTRICT
HELD ON THE 15TH DAY OF OCTOBER 2025.**

On the 15th day of October 2025, the Board of Health of Angelina County & Cities Health District, Lufkin, Texas convened in a Regular Meeting in the Classroom/205 Shands St, WIC building with the following members, thereof to wit:

BOH MEMBERS PRESENT

Chief Jesse Moody-Chair
Judge Pete Johnson
Dr. Brittany Hanes
Mayor Trey Wilkerson
Dr. Christina Graves
Commissioner Kenneth Jeffrey
Dr. Karina Urquia
Dr. Emily Todd-Parker

STAFF PRESENT

Yesenia Cabral-Fletcher, Administrator
Anthony Carter, Finance Director
Martha Hernandez, Executive Assistant
Carlos Fernandez, Systems & Facilities Supervisor
Kaleb Ricks, Finance Assistant Manager

GUESTS PRESENT

Krystal Garcia Riley- Attorney
Dr. Joshua Allen-Medical Director
Kina L. White-DrPH, MHSA, FACHE

BOH MEMBERS NOT PRESENT

Pam Hooks
Dr. Kyle King
Mayor Todd Ricks
Dr. Jerry Johnson
Being absent when the following business was transacted.

A. WELCOME- The meeting was called to order by Board Chair Chief Moody at 7:01a.m., with a quorum present. Board Chair Chief Jesse Moody welcomed the Board and thanked everyone for their attendance.

B. PUBLIC FORUM- Board Chair Chief Moody opened the public comment period at 7:02 a.m., no public comments were made. There being no one who wished to speak, Chief Moody closed the Public Forum.

CONSENT AGENDA

C. MINUTES OF THE BOH MEETING OF SEPTEMBER 17TH, 2025 -APPROVED.

Board Member Dr. Karina Urquia moved to approve September 17, 2025, BOH meeting minutes as presented. Board Member Commissioner Kenneth Jeffrey seconded the motion and a unanimous vote to approve was recorded.

D. DISCUSS AND CONSIDER APPROVAL OF FY2025 FOR JULY FINANCIAL REPORT-APPROVED.

Anthony Carter, Finance Director, presented the July Financial Report. Expenses are being reviewed and monitor better control of these expenses, especially in the Public Health Clinic for medical procedures. Cologuard company is being now utilized for colon cancer screening and ACCHD will no longer be paying for this procedure in the future. It was also suggested that vendor contracts be reviewed by the attorney to prevent an additional fee from being in a binding contract. Anthony also mentioned that WIC operated on a surplus and that is very well managed.

Board Member Judge Pete Johnson moved to approve the July 2025 Financial Report as presented. Board Member Commissioner Kenneth Jeffrey seconded the motion and a unanimous vote to approve was recorded.

E. DISCUSS AND CONSIDER APPROVAL TO MOVE \$100,000 FROM TRUST ACCOUNT DEPOSITED FROM TEMPLE FOUNDATION FOR PHARMACY PROGRAM-APPROVED.

Anthony Carter, Finance Director, presented that \$100,000 were deposited in error into the Trust account instead of the operating account for the Pharmacy Department.

Board member Mayor Trey Wilkerson moved to approve transferring the funds from Trust account to the Pharmacy Department operating account. Board Member Dr. Brittany Hanes seconded the motion and a unanimous vote to approve was recorded.

F. DISCUSS AND CONSIDER APPROVAL OF BUDGET AMENDMENT ITEMS FOR PREVIOUSLY UNBUDGETED AD VALOREM FUNDING. - APPROVED.

Anthony Carter, Finance Director, presented the need to adjust the budget due to listed recommendations. The budget will include needed renovations, salary increases for personnel, Employee Recognition Fund, Uncovered STD visits, facility security upgrade and the Youth Support Program.

Board Member Dr. Christina Graves moved to approve the budget adjustment as recommended. Board Member Commissioner Kenneth Jeffery seconded the motion and a unanimous vote to approve was recorded.

G. DISCUSS AND CONSIDER SALARY INCREASE FOR ANTHONY CARTER DUE TO PREVIOUS MONTH'S TITLE CHANGE TO DIRECTOR OF FINANCE AND KIM JOHNSON DIRECTOR OF CLINICAL SERVICES SINCE SHE IS NOW OVERSEEING THE CASE MANAGEMENT DEPARTMENT.

Yesenia Cabral-Fletcher, ACCHD Administrator, presented the proposal for increasing salaries for the listed personnel, Anthony Carter and Kim Johnson, starting on next pay period, October 31, 2025 .

Board Member Commissioner Kenneth Jeffrey moved to approve the recommendation of salary adjustments. Board Member Mayor Pete Johnson seconded the motion and a unanimous vote to approve was recorded.

H. DISCUSS AND CONSIDER IDENTIFYING PROCESS FOR ENDOWMENT TRUST BOARD MEMBERS CANDIDATES – NO ACTION TAKEN.

Yesenia Cabral-Fletcher, ACCHD Administrator, presented the proposal to identify new Endowment Trust Board Members. The last meeting identified for the Endowment Trust Board was December 7, 2016, with a total of 10 board members. This proposal was tabled for further discussion in the future once more research is available. It was recommended that ACCHD reach out to city managers to seek recommendations for candidates.

I. DISCUSS AND REVIEW ACCHD YOUTH SUPPORT CURRICULUM AND CONSIDER HAVING BOARD MEMBERS LECTURE ON A TOPIC- NO ACTION TAKEN.

Yesenia Cabral-Fletcher, ACCHD Administrator, presented to the Board of Health the curriculum that is being considered for the Youth Support Program. It was recommended that more information be presented to the Board Members to consider what topics they would like to present.

J. DISCUSS AND CONSIDER APPROVING THE ORGANIZATIONAL CHART FY2026 - APPROVED.

Yesenia Cabral-Fletcher, ACCHD Administrator, presented to the Board the consideration of the Organizational Chart for approval.

Board Member Dr. Karina Urquia moved to approve the Organizational Chart as recommended. Board Member Dr. Christina Graves second the motion, and a unanimous vote was recorded.

K. DISCUSS AND CONSIDER APPROVAL OF FINANCIAL AUDITOR OPTIONS – APPROVED W/CONDITIONS .

Anthony Carter, Finance Director, received several bids from potential Financial Auditors, he did some work and scored them. He recommended the local firm, Carr, Riggs & Ingram Accounting Firm to the Board of Health .

Board member Mayor Trey Wilkerson moved to accept the recommendation. Board member Judge Pete Johnson seconded the motion, and a unanimous vote was recorded.yu

L. DISCUSS AND REVIEW COOPERATIVE AGREEMENT PAGE 4 UNDER SECTION 1.10(C) SECTION FOR BOARD SECRETARY-NO ACTION TAKEN.

Yesenia Carbel-Fletcher, ACCHD Administrator, presented to the Board of Health the need to designate a Board Secretary per the Cooperative Agreement from the Board of Health Members.

It was recommended that the BOH reconsider this designation and revisit it at a later date.

M. DISCUSS AND CONSIDER APPROVING POLICIES TITLED:707 PATIENT TRAVEL REIMBURSEMENT, 708A CHARITY CARE POLICY, 723 NURSE STANDING DELEGATED ORDERS, 724 MEDICAL ASSISTANT STANDING DELEGATED ORDERS, 725 CHILD ABUSE SCREENING, DOCUMENTING AND REPORTING, 726 CPS AND APS CASES, 807 PETTY CASH, 815 BIDDING PROCESS FOR VENDORS AND CONTRACTORS, 1204 COMPETENCY ASSESSMENT, 1401 SERVICE ANIMAL, 1402 RECORD RETENTION, 814 ELECTRONIC PAYMENT VIA EFT PROCESS (POSTIVEPAY).- APPROVED

Yesenia Cabral-Fletcher, ACCHD Administrator, presented the policies and recommended them for approval.

Board Member Mayor Trey Wilkerson, moved to approve POLICIES TITLED:707 PATIENT TRAVEL REIMBURSEMENT, 708A CHARITY CARE POLICY, 723 NURSE STANDING DELEGATED ORDERS, 724 MEDICAL ASSISTANT STANDING DELEGATED ORDERS, 725 CHILD ABUSE SCREENING, DOCUMENTING AND REPORTING, 726 CPS AND APS CASES, 807 PETTY CASH, 815 BIDDING PROCESS FOR VENDORS AND CONTRACTORS, 1204 COMPETENCY ASSESSMENT, 1401 SERVICE ANIMAL, 1402 RECORD RETENTION, 814 ELECTRONIC PAYMENT VIA EFT PROCESS (POSTIVEPAY). Board Member Commissioner Kenneth Jeffery second the motion and a unanimous vote was recorded.

N. DISCUSS AND CONSIDER APPROVAL OF PROCESS TO PURCHASE THE ACCHD 503 HILL STREET BUILDING FROM CHI HOSPITAL-APPROVED.

Yesenia Cabral-Fletcher, ACCHD Administrator, presented to the BOH the prospective decision to purchase and acquire the building at 503 Hill Street from CHI Hospital. Yesenia expressed concerns in repairing and improving the building that is not owned by ACCHD.

The BOH expressed the need to gather information regarding the potential options to pursue this idea. The BOH authorized Krystal Garcia Riley- Attorney to research the possibility of acquiring this building and the logistics.

O. FINANCE UPDATE: ANTHONY CARTER

Most issues were already addressed in the previous agenda items. The payroll and liabilities systems are being evaluated and looking to upgrade in the future. A lot of the expenses categories have stabilized. The big-ticket item on the dock is getting the credentialing process finished so that we can start billing operation services through Medicaid. A temporary employee has been contracted to get the credentialing in order. This is greatly needed to get providers' credentials for billing Medicaid and insurance.

P. ADMINISTRATIVE UPDATE: YESENIA CABRAL-FLETCHER.

Yesenia Carbel-Fletcher, ACCHD Administrator, presented an update on the activities at ACCHD. Most items were addressed in the previous agenda items.

Q. ADJOURN.

There being no further business, Board Chair Chief Jesse Moody adjourned the meeting at 8:14 a.m.

Chief Jesse Moody, Board Chair

ATTEST:

Martha Hernandez, Executive Assistant

ANGELINA COUNTY & CITIES HEALTH DISTRICT REVENUES & EXPENDITURES - FY2025																
Before Adjustments	Operating Budget															
	2025	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	YTD	100.00%	Explanation
ADJUSTMENTS TO REVENUES																
Donated Pharmaceutical	\$ 1,750,000	\$ 171,904	\$ 187,993	\$ 189,365	\$ 130,153	\$ 114,725	\$ 111,651	\$ 80,191	\$ 196,225	\$ 101,875	\$ 119,165	\$ 231,570	\$ 108,483	\$ 1,742,801	99.59%	(7,199.37)
Building Lease	\$ 294,003	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 294,003	100.00%	(0.12)
State Vouchers	\$ 320,000	\$ 28,434	\$ 24,077	\$ 22,239	\$ 9,063	\$ 52,750	\$ 11,950	\$ 13,590	\$ 29,273	\$ 29,222	\$ 17,287	\$ 11,461	\$ 32,133	\$ 281,478	87.96%	(38,521.64)
TOTAL REVENUES	\$ 7,672,215	\$ 758,513	\$ 657,650	\$ 657,890	\$ 588,218	\$ 597,035	\$ 533,354	\$ 506,559	\$ 623,234	\$ 517,167	\$ 514,287	\$ 602,194	\$ 748,844	\$ 7,303,947	95.20%	(368,266.15)
After Adjustments																
EXPENDITURES																
Salaries	\$ 2,906,719	\$ 272,017	\$ 225,061	\$ 228,745	\$ 231,709	\$ 232,351	\$ 234,460	\$ 250,941	\$ 231,463	\$ 226,442	\$ 223,335	\$ 222,014	\$ 214,543	\$ 2,803,080	96.43%	103,636.67
Fringe	\$ 613,623	\$ 51,638	\$ 59,246	\$ 54,989	\$ 56,251	\$ 54,420	\$ 49,470	\$ 62,552	\$ 55,987	\$ 56,409	\$ 57,293	\$ 54,538	\$ 84,712	\$ 697,324	113.64%	(83,701.43)
Retirement Exp	\$ 72,423	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	72,423.00
Temporary Personnel	\$ 50,050	\$ 3,472	\$ 3,106	\$ 6,177	\$ 5,008	\$ 4,799	\$ 5,803	\$ 5,824	\$ 2,813	\$ 3,664	\$ 3,269	\$ 2,540	\$ 48,402	\$ 96,716	193.25%	(1,648.01)
PERSONNEL SUBTOTAL	\$ 3,642,815	\$ 327,127	\$ 287,414	\$ 289,910	\$ 292,968	\$ 291,570	\$ 289,732	\$ 319,318	\$ 290,263	\$ 296,315	\$ 283,897	\$ 301,794	\$ 315,488,807	\$ 94,008,25	97.42%	\$ 94,008,25
CONTRACTUAL/PROFESSIONAL SERVICES																
Radiology	\$ 132,025	\$ 15,944	\$ 12,781	\$ 11,343	\$ 14,704	\$ 8,451	\$ 6,291	\$ 6,495	\$ 14,745	\$ 12,369	\$ 13,572	\$ 13,537	\$ 6,271	\$ 136,502	103.39%	(4,477.07)
Pharmaceutical	\$ 1,000	\$ -	\$ 672	\$ 465	\$ 106	\$ -	\$ -	\$ -	\$ 469	\$ 266	\$ -	\$ -	\$ -	\$ 1,976	197.63%	(976.25)
Laboratory	\$ 107,206	\$ 17,078	\$ 311	\$ 8,603	\$ 11,573	\$ 7,689	\$ 1,477	\$ 2,573	\$ 31,789	\$ 30	\$ 16,101	\$ 831	\$ 8,250	\$ 106,326	99.18%	880.50
Pharmacist	\$ 14,400	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 14,400	100.00%	-
Audit	\$ 28,900	\$ 432	\$ -	\$ -	\$ -	\$ 8,000	\$ -	\$ -	\$ -	\$ 13,000	\$ 11,300	\$ -	\$ 700	\$ 33,432	115.68%	(4,532.00)
Consultants	\$ 113,922	\$ 9,026	\$ 10,657	\$ 11,108	\$ 13,144	\$ 7,351	\$ 6,609	\$ 9,184	\$ 9,799	\$ 6,118	\$ 4,977	\$ 6,049	\$ 4,425	\$ 98,447	86.42%	(15,475.40)
Other Professional Services	\$ 69,627	\$ 12,271	\$ 12,978	\$ 15,804	\$ 8,789	\$ 7,829	\$ 2,189	\$ 3,582	\$ 4,080	\$ 4,692	\$ 4,236	\$ 1,393	\$ 79,766	\$ 104,139,222	149.72%	(34,000.00)
IT Network Services	\$ 70,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,914	\$ 3,799	\$ 3,873	\$ 3,873	\$ 5,729	\$ 5,121	\$ 35,078	49.76%	(10,139.22)
Health Messaging/Outreach	\$ 62,000	\$ 1,285	\$ 105	\$ 1,832	\$ 618	\$ 574	\$ 6,833	\$ 609	\$ 6,717	\$ 428	\$ 598	\$ 105	\$ 25,451	\$ 36,548.62	59.11%	(36,548.62)
Medical Director/Supervising Physician	\$ 48,036	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 3,750	\$ 48,036	100.00%	(0.00)
CONTRACT SUBTOTAL	\$ 647,616	\$ 60,986	\$ 42,474	\$ 54,105	\$ 53,884	\$ 44,844	\$ 33,263	\$ 31,191	\$ 78,160	\$ 45,114	\$ 65,213	\$ 35,930	\$ 41,298	\$ 586,462	90.56%	\$ 61,154.45
UTILITIES & MAINTENANCE																
Rent	\$ 11,000	\$ 900	\$ 900	\$ 900	\$ 100	\$ 1,600	\$ 1,100	\$ 1,000	\$ 1,000	\$ 1,000	\$ 800	\$ 1,100	\$ 1,800	\$ 12,200	110.91%	(1,200.00)
Storage Building Rentals	\$ 3,263	\$ 470	\$ 470	\$ 470	\$ 470	\$ 470	\$ 470	\$ 470	\$ 470	\$ 470	\$ 470	\$ 470	\$ 470	\$ 4,700	144.00%	(1,430.00)
Utilities	\$ 72,080	\$ 6,556	\$ 5,115	\$ 4,991	\$ 4,859	\$ 5,119	\$ 4,399	\$ 4,466	\$ 4,600	\$ 5,110	\$ 2,225	\$ 5,485	\$ 5,803	\$ 6,879	94.27%	(2,166.00)
Telephone	\$ 68,017	\$ 5,982	\$ 6,149	\$ 5,982	\$ 6,152	\$ 6,511	\$ 2,693	\$ 2,412	\$ 2,693	\$ 2,550	\$ 1,117	\$ 1,091	\$ 1,424	\$ 44,101	64.84%	(23,916.48)
Custodial	\$ 28,020	\$ 6,379	\$ 3,429	\$ 3,476	\$ 5,508	\$ 2,550	\$ 3,094	\$ 4,188	\$ 3,306	\$ 3,086	\$ 2,645	\$ 3,328	\$ -	\$ 40,988	146.28%	(12,968.13)
Lawn Maintenance	\$ 20,016	\$ 2,918	\$ -	\$ -	\$ -	\$ 2,670	\$ 1,335	\$ 4,311	\$ 2,340	\$ 2,381	\$ 1,335	\$ 1,335	\$ -	\$ 18,825	94.05%	(1,191.39)
Central Monitoring	\$ 5,208	\$ 264	\$ 563	\$ 264	\$ 211	\$ 585	\$ 271	\$ 121	\$ 1,280	\$ 1,706	\$ 963	\$ 863	\$ 271	\$ 7,361	141.34%	(2,153.04)
Satellite TV/First Alert	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00	100.00%	(0.00)
Repairs & Maintenance	\$ 68,445	\$ 8,587	\$ 2,615	\$ 2,040	\$ 3,568	\$ 1,382	\$ 6,208	\$ 13,164	\$ 3,410	\$ 43,091	\$ 18,210	\$ 746	\$ 4,717	\$ 108,338	158.28%	(39,893.10)
UTILITIES & M SUBTOTAL	\$ 276,349	\$ 32,202	\$ 19,073	\$ 18,291	\$ 20,867	\$ 20,886	\$ 19,238	\$ 30,132	\$ 19,099	\$ 60,192	\$ 27,788	\$ 15,836	\$ 14,190	\$ 297,795	107.76%	(21,445.68)
OFFICE EXPENSE																
Supplies	\$ 66,118	\$ 22,748	\$ 7,172	\$ 1,048	\$ 1,958	\$ 2,262	\$ 1,919	\$ 4,973	\$ 2,174	\$ 2,798	\$ 2,041	\$ 3,734	\$ 584	\$ 53,411	80.78%	(12,707.04)
Postage	\$ 9,310	\$ 569	\$ 648	\$ 436	\$ 219	\$ 481	\$ 510	\$ 323	\$ 324	\$ 590	\$ 276	\$ 477	\$ 963	\$ 5,817	62.48%	(3,493.22)
Computer Software	\$ 45,215	\$ 451	\$ 289	\$ 295	\$ 170	\$ 153	\$ 146	\$ -	\$ 292	\$ 156	\$ 145	\$ 145	\$ -	\$ 2,240	4.95%	(42,974.73)
Software Maintenance Fees	\$ 40,100	\$ 100	\$ 100	\$ 2,314	\$ 5,100	\$ 16,676	\$ 5,769	\$ 6,240	\$ 5,460	\$ 914	\$ 100	\$ 150	\$ 100	\$ 43,023	107.29%	(2,923.41)
Printing	\$ 21,645	\$ 2,757	\$ 2,132	\$ 259	\$ 498	\$ 722	\$ 153	\$ 872	\$ 544	\$ 1,051	\$ 65	\$ 65	\$ 884	\$ 10,001	46.20%	(11,644.08)
Custodial Supply	\$ 8,775	\$ 1,474	\$ 768	\$ 1,249	\$ 925	\$ 537	\$ 989	\$ -	\$ 742	\$ 583	\$ 434	\$ 153	\$ 26	\$ 7,880	89.80%	(894.85)
Miscellaneous	\$ 37,973	\$ (657)	\$ 637	\$ (3,240)	\$ 1,259	\$ (3,192)	\$ 771	\$ (1,375)	\$ 754	\$ (2,867)	\$ 416	\$ 1,295	\$ 645	\$ (4,952)	(13.04%)	(42,925.05)
OFFICE SUBTOTAL	\$ 229,136	\$ 27,443	\$ 11,745	\$ 2,361	\$ 10,129	\$ 17,639	\$ 10,256	\$ 11,033	\$ 10,290	\$ 3,826	\$ 3,477	\$ 6,019	\$ 3,202	\$ 117,420	51.24%	\$ 111,715.56
MEDICAL EXPENSE																
Medical	\$ 101,350	\$ 18,745	\$ 8,865	\$ 6,350	\$ 12,352	\$ 8,442	\$ 2,679	\$ 9,873	\$ 4,003	\$ 14,468	\$ 7,179	\$ 5,211	\$ 13,003	\$ 111,170	109.69%	(9,820.32)
Laboratory	\$ 2,000	\$ 552	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 214	\$ -	\$ -	\$ 41	\$ 806	40.30%	(1,193.94)
Pharmaceutical	\$ 108,918	\$ 10,946	\$ 6,087	\$ 6,043	\$ 7,845	\$ 6,956	\$ 6,983	\$ 6,137	\$ 9,395	\$ 5,849	\$ 6,777	\$ 8,277	\$ 4,059	\$ 85,353	78.36%	(23,565.10)
Breast Feeding	\$ 1,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 906	\$ -	\$ -	\$ 1,054	\$ 358	\$ 2,118	171.71%	(968.05)
MEDICAL SUBTOTAL	\$ 213,618	\$ 30,243	\$ 14,952	\$ 12,393	\$ 20,197	\$ 15,398	\$ 9,662	\$ 16,010	\$ 14,304	\$ 20,531	\$ 15,010	\$ 13,845	\$ 17,102	\$ 199,647	93.46%	\$ 13,970.67
TRAVEL																
Auto Insurance	\$ 2,000	\$ 124	\$ 124	\$ 124	\$ 124	\$ 124	\$ 124	\$ 124	\$ 124	\$ 124	\$ 124	\$ 124	\$ 124	\$ 1,488	74.38%	(512.36)
Mileage Reimb	\$ 20,003	\$ 714	\$ 987	\$ 682	\$ 644	\$ 701	\$ 337	\$ 377	\$ 1,048	\$ 312	\$ 314	\$ 307	\$ 324	\$ 6,746	33.73%	(13,256.72)
Gas & Maint	\$ 6,700	\$ 594	\$ 179	\$ 147	\$ 70	\$ 202	\$ 66	\$ 140	\$ 122	\$ 104	\$ 217	\$ 69	\$ 2,937	\$ 43,844	648.44%	(37,144.00)
Prof/Education	\$ 34,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,371	3.71%	(32,879.00)
TRAVEL SUBTOTAL	\$ 62,953	\$ 1,432	\$ 1,290	\$ 953	\$ 838	\$ 1,027	\$ 527	\$ 641	\$ 1,294	\$ 1,450	\$ 2,016	\$ 2,922	\$ 2,636	\$ 17,025	27.04%	\$ 45,927.58
FURNITURE & EQUIPMENT																
Medical	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	(3,000.00)
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	(0.00)
Computers	\$ 55,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	(55,225.00)
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	(0.00)
Vehicle	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	(0.00)
Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	(0.00)
F & E SUBTOTAL	\$ 58,225	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 58,225.00

ANGELINA COUNTY & CITIES HEALTH DISTRICT REVENUES & EXPENDITURES - FY2025																
	Operating Budget															
	2025	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	YTD	100.00%	Explanation
RENTAL/LEASE																
Copier	\$ 17,200	\$ 1,262	\$ 1,252	\$ 1,251	\$ 1,248	\$ 1,249	\$ 1,236	\$ 1,263	\$ 1,253	\$ 1,264	\$ 1,245	\$ 1,193	\$ 1,112	\$ 15,026	87.36%	\$ 2,173.53
RENTAL SUBTOTAL	\$ 17,200	\$ 1,262	\$ 1,252	\$ 1,251	\$ 1,248	\$ 1,249	\$ 1,236	\$ 1,263	\$ 1,253	\$ 1,264	\$ 1,245	\$ 1,193	\$ 1,112	\$ 15,026	87.36%	\$ 2,173.53
OTHER																
Clinician Benefits	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79	\$ -	\$ -	\$ -	\$ -	\$ 79	1.32%	\$ 5,921.00
Liability	\$ 40,000	\$ 2,457	\$ 2,457	\$ 2,457	\$ 2,457	\$ 2,457	\$ 2,457	\$ 2,457	\$ 2,457	\$ 2,457	\$ 2,457	\$ 2,457	\$ 2,457	\$ 29,485	73.71%	\$ 10,514.56
CSDCN Emergency Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
Dues/Supplies	\$ 12,180	\$ (864)	\$ 320	\$ 575	\$ -	\$ 729	\$ 600	\$ 472	\$ 795	\$ 150	\$ 1,000	\$ -	\$ 280	\$ 4,058	33.31%	\$ 8,122.46
Seminar & Prof	\$ 12,520	\$ 3,174	\$ 300	\$ -	\$ 177	\$ 992	\$ 25	\$ 1,922	\$ 35	\$ 1,660	\$ 2,080	\$ -	\$ 1,050	\$ 11,416	91.18%	\$ 1,104.37
CoBRA Admin	\$ 4,135	\$ 109	\$ 109	\$ 106	\$ 103	\$ 106	\$ 106	\$ 103	\$ 109	\$ 103	\$ 106	\$ 103	\$ -	\$ 1,265	30.59%	\$ 2,869.94
Edue Material	\$ 11,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,986	\$ 2,007	\$ 672	\$ -	\$ -	\$ -	\$ 4,665	42.41%	\$ 6,335.06
Retirement fees	\$ 5,000	\$ 1,150	\$ 580	\$ 593	\$ 586	\$ 596	\$ 597	\$ 591	\$ 631	\$ 612	\$ 626	\$ -	\$ 1,279	\$ 7,841	156.82%	\$ (2,840.92)
Cash Short	\$ -	\$ -	\$ -	\$ (42)	\$ (5)	\$ (5)	\$ (60)	\$ (10)	\$ 176	\$ (14)	\$ (20)	\$ -	\$ (30)	\$ 542	0.00%	\$ (541.66)
Legal Fees	\$ 25,000	\$ -	\$ 1,575	\$ 1,500	\$ 315	\$ -	\$ 2,100	\$ 1,650	\$ 420	\$ 855	\$ 3,212	\$ 3,116	\$ 2,441	\$ 17,185	68.74%	\$ 7,815.50
OTHER SUBTOTAL	\$ 115,835	\$ 6,026	\$ 5,892	\$ 5,189	\$ 3,654	\$ 4,875	\$ 5,825	\$ 9,171	\$ 6,709	\$ 6,495	\$ 9,459	\$ 5,679	\$ 7,580	\$ 76,535	66.07%	\$ 39,300.31
TOTAL EXPENDITURES	\$ 5,363,747	\$ 486,721	\$ 384,092	\$ 384,453	\$ 403,763	\$ 397,489	\$ 369,739	\$ 418,759	\$ 421,372	\$ 435,186	\$ 408,104	\$ 360,124	\$ 388,916	\$ 4,858,717	92.31%	\$ 405,025.67
Before Adjustments																
ADJUSTMENTS TO EXPENDITURES																
Donated Pharmaceutical	\$ 1,750,000	\$ 171,904	\$ 187,493	\$ 189,365	\$ 130,153	\$ 114,725	\$ 111,651	\$ 80,191	\$ 196,225	\$ 101,875	\$ 119,165	\$ 231,570	\$ 108,483	\$ 1,742,801	99.59%	\$ 7,198.37
State Vaccines	\$ 320,000	\$ 28,434	\$ 24,077	\$ 22,239	\$ 9,063	\$ 52,750	\$ 11,950	\$ 13,590	\$ 29,273	\$ 29,222	\$ 17,287	\$ 11,461	\$ 32,133	\$ 281,478	87.96%	\$ 38,521.64
Building Lease	\$ 294,003	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 24,500	\$ 294,003	100.00%	\$ 0.12
TOTAL EXPENDITURES	\$ 7,627,750	\$ 711,559	\$ 620,161	\$ 620,557	\$ 567,479	\$ 589,464	\$ 517,840	\$ 557,040	\$ 671,370	\$ 590,784	\$ 569,056	\$ 627,656	\$ 554,032	\$ 7,176,999	94.09%	\$ 450,750.80
After Adjustments																
EXCESS OF REVENUE	\$ 44,465	\$ 46,954	\$ 37,489	\$ 37,333	\$ 20,759	\$ 7,571	\$ 15,514	\$ (31,481)	\$ (48,136)	\$ (73,617)	\$ (64,770)	\$ (25,461)	\$ 194,812	\$ 126,948		\$ 82,482.65
OVER (UNDER) EXPENDITURES	\$ -	\$ (14,993)	\$ (15,966)	\$ (63,512)	\$ 18,366	\$ 77,673	\$ (32,106)	\$ 15,907	\$ (15,744)	\$ 92,219	\$ (15,871)	\$ 36,245	\$ (62,610)	\$ (150,331)		\$ (150,331.47)
Adjustment for Pharmaceutical Inventory																
EXCESS OF REVENUE	\$ 56,000	\$ 31,961	\$ 21,583	\$ (16,179)	\$ 39,106	\$ 85,244	\$ (16,592)	\$ (15,574)	\$ (63,880)	\$ 18,603	\$ (70,641)	\$ 30,784	\$ (67,797)	\$ (23,384)		\$ (79,383.82)
OVER (UNDER) EXPENDITURES																

Ethics Committee Charter for Angelina County & Cities Health District (ACCHD)

1.0 Project Identification	
Name	Procedural Ethics Committee
Description	Discuss ethical issues and decide on coverage for care for clients served at Angelina County & Cities Health District (ACCHD)
Sponsor	Angelina County & Cities Board of Health
Initiated Date	10/22/2025

2.0 Reason for Committee
<ul style="list-style-type: none">• Objectively discuss and review client cases that are described as ethical dilemmas.• Determine if service requested is reasonable and necessary.• Provide a response on service coverage.• Prevent potential ethical and legal mistakes as the situations occur.• Develop solutions to communicate preventative measures to staff.

3.0 Committee Objectives (Purpose)
<ul style="list-style-type: none">• Objectively conclude coverage decision for cases presented.• Resolve ethical dilemmas that arise in the course of service.

4.0 Committee Scope
<ul style="list-style-type: none">• Coordinate meetings in a timely manner, preferably on same day ethical issues was raised at 4:30pm.• A quorum consists of 4 members.• Review individual patient cases and ethical issues raised by staff.• Propose solutions to ethical dilemmas.• Record minutes for committee meeting.• Utilize rubric tool to drive decision making (Scores equal to 5 is a denial and max of 15 is approved. A score of 12. 9-12 score is conditional approval further review, A score of 6-8 recommend denial or revision. A score of 13-15 strong case for approval).• Determine service coverage through voting mechanism. Majority rules on point values, not averaged.• Escalate to Medical Ethics Review Board for further reviews.• Communicate approved coverage to Finance department.• Present Circumstantial Procedure Financials to Board of Health.• Emergency situations are not within scope. These need to be escalated to Emergency services within the community.

5.0 Committee Members
Yesenia Cabral-Fletcher RN: leader Dr Joshua Allen DO: Adhoc member

Peter Gergen PA: Lead Clinician
Kimberly Johnson RN: Clinical Director
Anthony Carter: Finance Director
Kaleb Ricks: Assistant Finance Manager
Sarah Adams: Director of Access and Scheduling/ Immunizations
Martha Hernadez: Executive Assistant

7.0 Committee Budget

\$30,000 annually for circumstantial procedures.

Here's a ready-to-use decision memo template and rubric formatted for medical ethics committee use. It's tailored to cases involving payment approval for a patient service that's not usually covered.

Medical Ethics Committee Decision Memo

Case Title: Approval Request for Non-Covered Patient Service

Date of Review: [Insert Date]

Committee Members Present: [Insert Names]

Patient Identifier: [Insert anonymized ID]

Service Requested: [Insert service name and description]

Treating Clinician: [Insert name and department]

Evaluation Rubric Summary

Category	Score (1–3)	Notes
Clinical Necessity	[]	[Insert justification and urgency]
Ethical Justification	[]	[Insert principles involved and equity concerns]
Financial/Institutional Impact	[]	[Insert cost-benefit and precedent analysis]
Stakeholder Input	[]	[Insert patient/family and clinician perspectives]
Decision Process Integrity	[]	[Insert documentation and conflict of interest notes]

Total Score: [Insert total out of 15]

Decision Thresholds:

- 13–15: Strong case for approval
 - 9–12: Conditional approval with further review
 - 5–8: Recommend denial or revision
 - <5: Denial recommended
-

Committee Discussion Summary

- **Key ethical concerns raised:**
[Insert summary of debate around autonomy, justice, etc.]
 - **Alternative options considered:**
[Insert any lower-cost or policy-aligned alternatives]
 - **Consensus or dissenting views:**
[Insert whether decision was unanimous or split]
-

Final Decision

- Approved
- Conditionally Approved (with stipulations)
- Denied

Rationale:

[Insert brief explanation of decision]

Follow-up Actions:

- Notify treating team and patient
 - Document in ethics committee records
 - Review policy implications if precedent-setting
-

Would you like this memo adapted into a fillable form or integrated into a digital workflow system like Microsoft Forms or SharePoint?

Vision of Programs within 1-5 years

Program Title	Level of Priority	Comments
Youth Support	1-2	
Medical Residency Program	1-2	
Senior Outreach/ Case Management	3-4	
Expand RMHI	1-2	
Expand Case Management	1-2	
Medicare Enrollment	1-2	
Expand WIC	2-3	
Apply and Implement 340B Pharmacy Program	3-4	
County Jail Support	3-4	

Additional Positions Needed to Support Operations	Comments
HR Assistant	
Billing/Coding Specialist	
Record/File Clerk	
Expand Outreach/Marketing	
Pharmacy Manager (Promote pharmacy team member)	
Maintenance Tech	
Texas vaccine for Children Auditor	

Angelina County & Cities Health District Endowment Trust Fund

Fact Sheet

- It is the Endowment Trust Fund's intention to create a perpetual charitable organization.
- Effective Date 10/30/2008
- Tax Exempt Status under section 501 (c) (3) of the Internal Revenue Code
- This Endowment Trust has been determined to be a 509(a) (3)
- The Health District Board of Health is the Trust Fund Trustee
- The Endowment Trust Fund shall provide funds as the Trustees deem necessary to ACCHD only for the provision of essential public health services.
- The Endowment Trust plans to solicit grants from charitable foundations and to approach individuals and groups in Angelina County through personal visits or correspondence to request donations. Additional methods of fundraising will be considered by the Trustees, which may include holding fundraising events.
- The Trustees shall meet every other month immediately following the Board of Health Meeting, as necessary
- Minutes and Financials will be maintained

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

JUN 02 2008

ANGELINA COUNTY & CITIES HEALTH
DISTRICT ENDOWMENT TRUST
503 HILL ST
LUFKIN, TX 75904

PO Box 152100
Lufkin Tx 75915

Employer Identification Number:
94-6795197

DLN:

17053325362008

Contact Person:

DIANE M GENTRY

ID# 31361

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

509(a)(3)

Form 990 Required:

Yes

Effective Date of Exemption:

October 30, 2008

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

We have determined that you are a Type 2 supporting organization under section 509(a)(3). A Type 1 is operated, supervised, or controlled by, a Type 2 is supervised or controlled in connection with, and a Type 3 is operated in connection with one or more publicly supported organizations.

Letter 947 (DO/CG)

**AMENDED AND RESTATED
ANGELINA COUNTY & CITIES HEALTH DISTRICT
ENDOWMENT TRUST**

This Amended and Restated Trust Agreement is made by and between the **Angelina County & Cities Health District**, a political subdivision of the State of Texas, herein called the "Grantor", and the undersigned members of the Board of Grantor, as trustees and their substitute and successors trustees, hereinafter collectively referred to as "Trustee". This document hereby amends the original Trust Agreement entitled Angelina County & Cities Health District Endowment Trust and dated October 30, 2008 (the "Original Trust Agreement"), pursuant to the power granted to the Trustee and Grantor in Article I, Paragraph K of the Original Trust Agreement (now Article I, Paragraph J of this Amended and Restated Trust Agreement), to amend the Trust for the more convenient or efficient administration of this Trust and to enable the Trustee to carry out the purpose of this Trust effectively.

WITNESSETH:

That Trustee is holding the property that was held by the Trustee under the Original Trust Agreement, and the Trustee agrees to hold, administer and distribute all of the assets (together with all additions thereto and all reinvestment thereof) as the corpus of a Trust estate, in accordance with the terms and provisions hereinafter set out.

ARTICLE I

This Trust shall be irrevocable and the Trust corpus shall be held and administered by the Trustee as provided in this Article I.

A. **Name of Trust.** The name of this Trust shall be the **Angelina County & Cities Health District Endowment Trust** and so far as practicable the Trustee shall conduct the activities of the Trust in that name.

B. **General Purposes.** Grantor has received inquiries as to whether or not cash contributions could be made to Grantor which would be used by Grantor as an "endowment fund", with only the income from the Trust fund to be used to provide funds for the use and benefit of

Grantor. In order to encourage such donations and provide assurances to donors that their donations will be so used, Grantor is establishing this Trust.

C. **Trust Fund.** The Trustee may receive donations from any source in cash or in other property acceptable to it. All donation so received together with the income therefrom, herein referred to as the Trust fund, shall be held, managed, administered, and paid out by the Trustee pursuant to the terms of this Agreement.

D. **Distributions.** The Trustee shall pay over and distribute such amounts of the Trust income to Grantor as the Trustee determines necessary to assist Grantor with its provision of "essential public health services" as that term is defined in the Local Regulation of Public Health Reorganization Act, Sections 121.001 et seq., of the Texas Health and Safety Code, as the same may be amended from time to time. Such services are provided by the Grantor in Angelina County, Texas, and necessarily, the cities located therein. Section 121.002 currently defines "essential public health services as follows:

- "(1) 'Essential public health services' means services to:
- (A) monitor the health status of individuals in the community to identify community health problems;
 - (B) diagnose and investigate community health problems and community health hazards;
 - (C) inform, educate, and empower the community with respect to health issues;
 - (D) mobilize community partnerships in identifying and solving community health problems;
 - (E) develop policies and plans that support individuals and community efforts to improve health;
 - (F) enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;
 - (G) link individuals who have a need for community and personal health services to appropriate community and private providers;
 - (H) ensure a competent workforce for the provision of essential public health services;
 - (I) research new insights and innovative solutions to community health problems; and
 - (J) evaluate the effectiveness, accessibility, and quality of personal and population-based health services in the community."

E. **Grantor's Intent.** It is Grantor's intention to create a perpetual charitable organization by means of this Trust Agreement. Therefore, the Trustee is authorized to distribute only so much of the principal of the Trust as may be necessary or required by the provisions of the

Internal Revenue Code and other applicable legislation and regulations as they now exist or may hereafter be amended to preserve the status of the Trust as an organization which is tax exempt and an organization to which donations may be made which are deductible from taxable income. If any principal distributions are so required, such principal distributions shall be made to those beneficiaries then entitled to receive income distributions from this Trust. All distributions made from this Trust, whether principal or income, shall be made to or for the benefit of the Angelina County & Cities Health District, a political subdivision, for its public purposes. No substantial part of the Trust's the activities of shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office. Any other provisions of this Agreement notwithstanding, the Trustee shall distribute the Trust income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws, if applicable.

F. **Successor Charitable Organization.** No distributions shall be made to any organization at any time that is not a "charitable organization", as defined below, and which would in any way disqualify this Trust as an organization described in Sections 170(c), 2055(a) and 2522(a) of the Internal Revenue Code, as amended. In this connection, should Grantor later cease to be a political subdivision with a public purpose, and does not otherwise qualify as a "charitable organization," then Grantor's governing board may designate a successor "charitable organization" to receive the benefits from the Trust which does charitable work and endeavors which are similar in purpose and character to those of Grantor. In the absence of a designation of a successor charitable organization to receive the benefits from the Trust, then the Trustee shall apply to a Court of competent jurisdiction in Angelina County, Texas, for the designation of one or more successor "charitable organizations" to receive the benefits from the Trust which does charitable work and endeavors which are similar in purpose and character to those of Grantor.

For the purposes of this Agreement, the term "charitable organization" shall mean a corporation, Trust, fund, or foundation created or organized in the United States or in any possession thereof, or under the law of the United States, any state, the District of Columbia, or any possession of the United States, organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals, no part of the net earnings of which inures to the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which does not participate in or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office. The State of Texas and its political subdivisions shall be considered as "charitable organizations", but any distributions to the same shall be restricted and exclusively used for public purposes.

G. **Trustee's Powers.** In the administration of this Trust and of the Trust fund, the Trustee shall have all powers and authority necessary or available to carry out the purposes of this Trust and, without limiting the generality of the foregoing, shall have the following powers and authority, all subject, however, to the condition that no power or authority shall be exercised by the Trustee in any manner or for any purpose whatsoever which may not be exercised by an organization which is tax exempt or by an organization donations to which are deductible from taxable income to the extent allowed by the provisions of the Internal Revenue Code and other applicable legislation and regulations as they now exist or may hereafter be amended:

(1) To receive the income, profits, rents, and proceeds of the Trust fund, and to collect and receipt for the same.

(2) To purchase, subscribe for, retain, invest, and reinvest in securities or other property wherever situated, and whether or not productive or of a wasting nature, and without any requirement for diversification as to kind or amount. The words "securities or other property" as used in this Agreement shall be deemed to include real or personal property, corporate shares, common or preferred, or any other interest in any corporation, association, investment Trust, or investment company, bonds, notes, debentures, or other evidences of indebtedness or ownership, secured or unsecured, even though the same may not be legal investments for a Trustee under the laws applicable hereto; but securities and other property shall not be deemed to include shares or indebtedness of the Grantor unless the same is given to this Trust.

(3) To sell for cash or on credit, convert, redeem, exchange for other securities or other property, or otherwise dispose of any securities or other property at any time held by the Trust.

(4) To pay all administration expenses of this Trust and any taxes imposed upon it, and to settle, compromise, or submit to arbitration, any claims, debts, or damages, due or owing to or from this Trust, to commence or defend suits or legal proceedings, and to represent this Trust in all suits or legal proceedings.

(5) To exercise any conversion privilege or subscription right available in connection with any securities or other property at any time held by the Trust; to consent to the reorganization, consolidation, merger, or readjustment of the finances of any corporation, company, or association or to the sale, mortgage, pledge, or lease of the property of any corporation, company, or association any of the securities of which may at any time be held by it and to do any act with reference thereto, including the exercise of options, the making of agreements or subscriptions, and the payment of expenses, assessments, or subscriptions which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which it may so acquire.

(6) To vote personally, or by general or limited proxy, any shares of stock which may be held by it at any time, and similarly to exercise personally, or by general or by limited power of attorney, any right appurtenant to any securities or other property held by it at any time.

(7) To borrow money in such amounts and upon such terms and conditions as shall be deemed advisable or proper to carry out the purpose of this Trust and to pledge any securities or other property for the repayment of any such loan.

(8) To invest in such investments as the Trustee deems proper and prudent, even if such investments fail to constitute properly diversified trust investments or for any other reason could be considered to be improper trust investments.

(9) To employ suitable accountant, agents, counsel, and custodians and to pay their reasonable expenses and compensation.

(10) To register any securities held by it hereunder in its own name, or to the extent permitted by law, in the name of a nominee with or without the addition of words indicating that such securities are held in a fiduciary capacity and to hold any securities unregistered or in bearer form.

(11) To make, execute and deliver all instruments necessary or proper for the accomplishment of the purpose of this Trust or of any of the foregoing powers, including deeds, bills of sale, transfers, leases, mortgages, security agreements, assignments, conveyances, contracts, purchase agreements, waivers, releases and settlements.

(12) Any other provisions of this Agreement notwithstanding, the Trustee shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws; nor retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax

laws; nor make any investments in such manner as to incur tax liability under Section 4944 of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws; nor make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws.

(13) No part of the Trust fund shall inure to the benefit of any private shareholder or individual, and no part of the activities of this Trust shall consist of carrying on propaganda, or otherwise attempting, to influence legislation, or of participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision hereof, the Trust shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization which is tax exempt or by an organization donations to which are deductible from taxable income to the extent allowed by the provisions of the Internal Revenue Code and other applicable legislation and regulations as they now exist or may hereafter be amended.

(14) The Trustee shall have the powers, duties, and liabilities set forth in the Texas Trust Code, as now enacted and as hereafter amended, except to the extent the same may be inconsistent with the provisions of this Trust Agreement, in which case the provisions of this Trust Agreement shall govern.

A majority of the Trustees, whether or original or successor, shall have full authority to act even though one or more vacancies may exist.

H. **Bond.** No Trustee or substitute Trustee acting hereunder shall be required to furnish bond or other security for the faithful performance of its duties as Trustee.

I. **Liability of Trustee.** No Trustee shall be answerable for loss in investments made in good faith. No Trustee shall be liable for the acts or omissions made in good faith. No Trustee shall be liable for the acts or omissions of any other Trustee, or of any accountant, agent, counsel, or custodian selected with reasonable care. Each Trustee shall be fully protected in acting upon any instrument, certificate or paper, believed by it to be genuine and to be signed or presented by the proper person or persons, and no Trustee shall be under any duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

J. **Amendment.** Notwithstanding any other provision of this Trust Agreement, the Grantor and the Trustee may amend this Trust Agreement as may be required by the Internal Revenue Service for the purposes of qualifying the Trust as a charitable organization under §501(c)(3) of the Internal Revenue Code which is not a "private foundation". Further, the Trustee

is authorized to amend or modify this Trust whenever the Trustee may deem it necessary or advisable for the more convenient or efficient administration of this Trust or to enable the Trustee to carry out the purpose of this Trust effectively, but no such amendment or modification shall alter the intention of the Grantor and the purposes of this Trust as expressed in Paragraph B, D & E hereof. In addition, the Trustee may amend this Trust Agreement to preserve or modify the tax exempt status of the Trust under Section 501(c)(3) of the Internal Revenue Code. If it is contemplated that the existence of the Angelina County & Cities Health District will be terminated and one or more successor charitable organizations are designated as provided in Paragraph F, above, then the Trustee may amend this Trust to (1) provide that the successor organization will receive the same benefits from this trust as are to be provided to the Angelina County & Cities Health District under the terms and provisions hereof, (2) name a successor trustee(s); or (3) provide the manner in which the successor organization can name successor trustee(s). Every amendment to this Agreement shall be made in writing and shall be signed by the Trustee.

K. **Revocation and Termination.** This Trust shall be irrevocable and may be amended only as expressly provided in this Trust Agreement. This Trust shall continue forever unless the Trustee terminates the Trust and distributes all the principal and income, which action may be taken by the Trustee only if the Trustee, in its discretion, determines in its judgment, that the continued administration of the Trust is not economically feasible because of the size of the Trust estate. In the event of a termination by the Trustee, the entire Trust fund shall be distributed by the Trustee to Grantor if it is then a political subdivision of the State of Texas or otherwise a charitable organization and Grantor will use the remaining Trust fund as a perpetual fund for the same purposes as stated in this Trust Agreement. If Grantor is not then such an organization, then the Trustee shall distribute the entire Trust fund to such a charitable organization(s) and, if feasible, to an organization(s) providing services similar to those provided by the Grantor which agrees to use the trust principal as a perpetual fund to provide income to support its operations. No terminating distribution will be made by the Trustee which will jeopardize the Trust's tax exempt status under § 501(c)(3) of the Internal Revenue Code.

L. **Use of Terms.** All references to the "Internal Revenue Code" or "Code" shall be the Internal Revenue Code of 1986, as amended from time to time, unless otherwise designated, or its successor statute. As used in this Agreement, unless otherwise indicated, gender references shall include male gender, female gender and neuter gender, references to the singular shall include the plural, and references to the plural shall include the singular.

ARTICLE II

Until successor trustees are chosen in accordance with **ARTICLE III**, below, the Trustee of this Trust will continue to be the duly appointed members of the Board of Grantor. Upon the expiration of the term of office of a Board member, such Board member will be deemed to have resigned his office as a trustee hereunder. The appointment of a new Board member will automatically be an appointment of that individual as a trustee of this Trust. Acceptance of an individual of a position as a member of the Board of Grantor will be deemed to be an acceptance by that individual of the office of a trustee of the Trust.

ARTICLE III

The terms of office of all of the trustees then serving will expire on September 1, 2010, and effective September 1, 2010, a board of trustees will be established to serve as Trustee of this Trust using the procedure outline in this Article.

A. **Board of Trustees—Number and Qualifications.** The board of trustees will be composed of eleven (11) members who shall be elected by the Board of Grantor. The initial board of trustees shall be elected at the August 2010 meeting of the Board of Grantor. Three (3) members of the board of trustees will be members of Grantor's Board and include at least one officer of Grantor's Board and eight (8) members shall be residents of Angelina County. After their election, the terms of these initial members of the board of trustees shall be staggered as follows: three (3) members shall serve one (1) year terms, three (3) members shall serve two (2) year terms, and four (4) members shall serve a three year term. Unless terms of office are otherwise designated by the Board of Grantor, the initial board of trustees shall draw lots to determine which of their numbers will serve a one, two or three year terms. After the expiration of the terms of the members

serving one (1) year and (2) year terms, their successors shall serve three (3) year terms. A member of the board of trustees cannot serve more than two consecutive terms, provided, however, a person may serve again as a member after they have not served as a member of the board of trustees for one year.

B. **Nominating Committee-Successors.** A Nominating Committee consisting of three (3) members of the board of trustees shall be chosen by the members of the board of trustees at the first meeting after the newly elected members of the board of trustees take office and annually thereafter. Any vacancy on the Nominating Committee shall be filled by the board of trustees for the unexpired term of the committee member. The Nominating Committee shall make recommendations to the Grantor's Board for persons to be elected as successor members to the board of trustees to replace those members whose terms are expiring no later than prior to the last meeting being held by Grantor's Board prior to the expiration of those members' terms.

C. **Election of Members-Board of Trustees.** Once the Nominating Committee has made its recommendations to Grantor's Board, Grantor's Board shall then consider each person recommended to serve as a member of the board of trustees and may elect such persons to the board of trustees. If one or more recommended persons is rejected, then the Nominating Committee shall have until the next scheduled meeting of Grantor's Board to recommend new candidates for consideration and election by Grantor's Board. This process shall continue until all vacant positions are filled.

D. **Vacancy.** In the cases of the resignation or removal of a member of the board of trustees, the recommendation for a election of a successor shall be made by the Nominating Committee to Grantor's Board as soon as possible.

E. **Trustee Removal.** A member of the board of trustees may be removed for cause by a vote of Grantor's Board.

F. **Powers of Board of Trustees.** The board of trustees shall have the same powers, rights, and duties, as if originally named as the Trustee hereunder.

G. Meetings of Board of Trustees. The annual meeting of the board of trustees shall be held on such day/date in October as shall be set by the Board of Grantor, and regular meetings of the board of trustees shall be held at such times and at such places as shall be decided upon by resolution of a majority of the board of trustees. The board of trustees, by a resolution adopted by a majority of trustees, shall adopt (i) notice requirements for its regular meetings, (ii) determine who can call special meetings, and (iii) the notice requirements for any special meetings.

ARTICLE IV

No individual serving as member of Grantor's Board or member of the board of trustees shall be entitled to receive any compensation or commission for his or her services hereunder; however, such members shall be entitled to have reasonable reimbursement for expenses actually incurred in the performance of their duties as may be approved by Grantor's Board.

ARTICLE V

This Agreement is executed and delivered in the State of Texas, the situs shall be in the State of Texas, and it shall be governed by and construed and administered in accordance with the laws of the State of Texas.

ARTICLE VI

The Trustee does hereby accept this Trust, and undertakes to hold, manage, and administer the Trust fund in accordance with the terms of this Agreement.

In Testimony Whereof, the parties have executed this instrument in duplicate this 25 day of August, 2010.

GRANTOR:

ANGELINA COUNTY & CITIES HEALTH
DISTRICT

By: 

Bruce Milstead, Chairman

[Trustees signatures on next page]

TRUSTEES:

Bruce Milstead
Bruce Milstead, Trustee

Helen Weeks
Helen Weeks, Trustee

Jack Gorden, Jr.
Jack Gorden, Jr., Trustee

Dennis McDuffie
Dennis McDuffie, Trustee

Carlos Guzman
Carlos Guzman, Trustee

Kenneth Timmons
Kenneth Timmons, Trustee

Craig Wood, D.V.M.
Craig Wood, D.V.M., Trustee

Taylor McKewen, D.D.S.
Taylor McKewen, D.D.S., Trustee

Guy Conway, R.Ph.
Guy Conway, R.Ph., Trustee

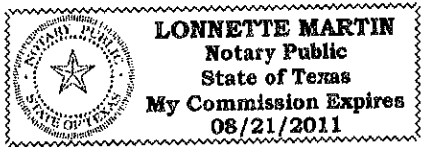
James Caskey, M.D.
James Caskey, M.D., Trustee

Suhasini Malladi, M.D.
Suhasini Malladi, M.D., Trustee

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 25 day of August, 2010 by Bruce Milstead, Chairman, Angelina County & Cities Health District, a political subdivision of the State of Texas, for and on behalf of the same.

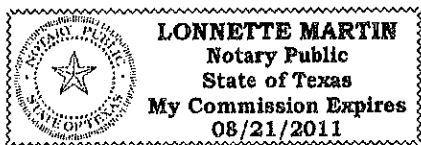


Lonnette Martin
Notary Public, State of Texas
Printed Name: Lonnette Martin
My Commission Expires: 08/21/2011

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 25 day of August, 2010, by Bruce Milstead, Trustee.

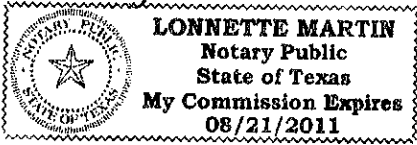


Lonnette Martin
Notary Public, State of Texas
Printed Name: Lonnette Martin
My Commission Expires: 08/21/2011

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 25 day of August, 2010, by Helen Weeks, Trustee.

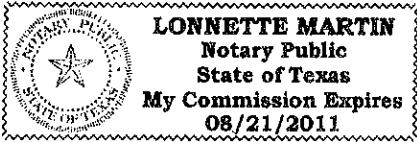


Lionnette Martin
Notary Public, State of Texas
Printed Name: Lionnette Martin
My Commission Expires: 08/21/2011

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 25 day of August, 2010, by Jack Gorden, Jr., Trustee.

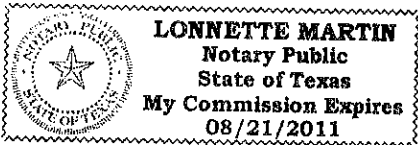


Lionnette Martin
Notary Public, State of Texas
Printed Name: Lionnette Martin
My Commission Expires: 08/21/2011

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 25 day of August, 2010, by Dennis McDuffie, Trustee.

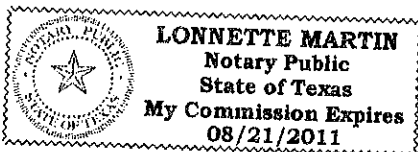


Lionnette Martin
Notary Public, State of Texas
Printed Name: Lionnette Martin
My Commission Expires: 08/21/2011

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 25 day of August, 2010, by Carlos Guzman, Trustee.

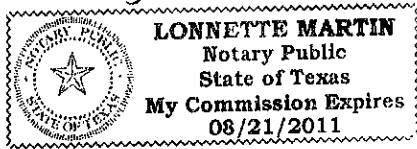


Lionnette Martin
Notary Public, State of Texas
Printed Name: Lionnette Martin
My Commission Expires: 08/21/2011

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 25 day of August, 2010, by Kenneth Timmons, Trustee.

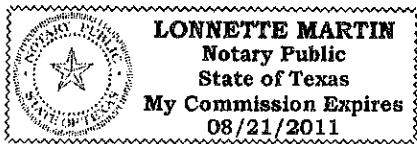


Lionnette Martin
Notary Public, State of Texas
Printed Name: Lionnette Martin
My Commission Expires: 08/21/2011

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 25 day of August, 2010, by Craig Wood, D.V.M., Trustee.

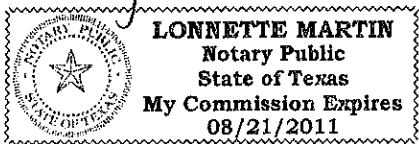


Lionnette Martin
Notary Public, State of Texas
Printed Name: Lionnette Martin
My Commission Expires: 08/21/2011

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 25 day of August, 2010, by Taylor McKewen, D.D.S., Trustee.

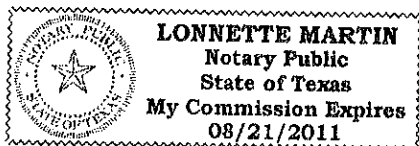


Lionnette Martin
Notary Public, State of Texas
Printed Name: Lionnette Martin
My Commission Expires: 08/21/2011

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 25 day of August, 2010, by Guy Conway, R.Ph., Trustee.

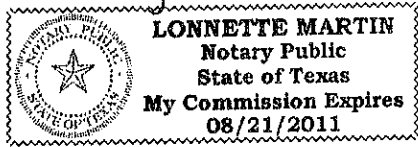


Lionnette Martin
Notary Public, State of Texas
Printed Name: Lionnette Martin
My Commission Expires: 08/21/2011

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 25 day of August, 2010, by James Caskey, M.D., Trustee.

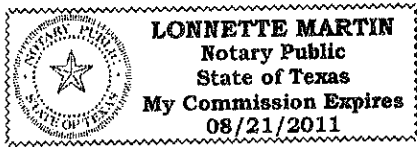


Lonnette Martin
Notary Public, State of Texas
Printed Name: Lonnette Martin
My Commission Expires: 08/21/2011

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 25 day of August, 2010, by Suhasini Malladi, M.D., Trustee.



Lonnette Martin
Notary Public, State of Texas
Printed Name: Lonnette Martin
My Commission Expires: 08/21/2011

**AMENDED AND RESTATED
ANGELINA COUNTY & CITIES HEALTH DISTRICT
ENDOWMENT TRUST**

This Amended and Restated Trust Agreement is made by and between the **Angelina County & Cities Health District**, a political subdivision of the State of Texas, herein called the "Grantor", and the undersigned members of the Board of Grantor, as trustees and their substitute and successors trustees, hereinafter collectively referred to as "Trustee". This document hereby amends the original Trust Agreement entitled Angelina County & Cities Health District Endowment Trust and dated October 30, 2008 (the "Original Trust Agreement"), pursuant to the power granted to the Trustee and Grantor in Article I, Paragraph K of the Original Trust Agreement (now Article I, Paragraph J of this Amended and Restated Trust Agreement), to amend the Trust for the more convenient or efficient administration of this Trust and to enable the Trustee to carry out the purpose of this Trust effectively.

WITNESSETH:

That Trustee is holding the property that was held by the Trustee under the Original Trust Agreement, and the Trustee agrees to hold, administer and distribute all of the assets (together with all additions thereto and all reinvestment thereof) as the corpus of a Trust estate, in accordance with the terms and provisions hereinafter set out.

ARTICLE I

This Trust shall be irrevocable and the Trust corpus shall be held and administered by the Trustee as provided in this Article I.

A. **Name of Trust.** The name of this Trust shall be the **Angelina County & Cities Health District Endowment Trust** and so far as practicable the Trustee shall conduct the activities of the Trust in that name.

B. **General Purposes.** Grantor has received inquiries as to whether or not cash contributions could be made to Grantor which would be used by Grantor as an "endowment fund", with only the income from the Trust fund to be used to provide funds for the use and benefit of

Grantor. In order to encourage such donations and provide assurances to donors that their donations will be so used, Grantor is establishing this Trust.

C. **Trust Fund.** The Trustee may receive donations from any source in cash or in other property acceptable to it. All donation so received together with the income therefrom, herein referred to as the Trust fund, shall be held, managed, administered, and paid out by the Trustee pursuant to the terms of this Agreement.

D. **Distributions.** The Trustee shall pay over and distribute such amounts of the Trust income to Grantor as the Trustee determines necessary to assist Grantor with its provision of “essential public health services” as that term is defined in the Local Regulation of Public Health Reorganization Act, Sections 121.001 et seq., of the Texas Health and Safety Code, as the same may be amended from time to time. Such services are provided by the Grantor in Angelina County, Texas, and necessarily, the cities located therein. Section 121.002 currently defines “essential public health services as follows:

- “(1) ‘Essential public health services’ means services to:
- (A) monitor the health status of individuals in the community to identify community health problems;
 - (B) diagnose and investigate community health problems and community health hazards;
 - (C) inform, educate, and empower the community with respect to health issues;
 - (D) mobilize community partnerships in identifying and solving community health problems;
 - (E) develop policies and plans that support individuals and community efforts to improve health;
 - (F) enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;
 - (G) link individuals who have a need for community and personal health services to appropriate community and private providers;
 - (H) ensure a competent workforce for the provision of essential public health services;
 - (I) research new insights and innovative solutions to community health problems; and
 - (J) evaluate the effectiveness, accessibility, and quality of personal and population-based health services in the community.”

E. **Grantor’s Intent.** It is Grantor's intention to create a perpetual charitable organization by means of this Trust Agreement. Therefore, the Trustee is authorized to distribute only so much of the principal of the Trust as may be necessary or required by the provisions of the

Internal Revenue Code and other applicable legislation and regulations as they now exist or may hereafter be amended to preserve the status of the Trust as an organization which is tax exempt and an organization to which donations may be made which are deductible from taxable income. If any principal distributions are so required, such principal distributions shall be made to those beneficiaries then entitled to receive income distributions from this Trust. All distributions made from this Trust, whether principal or income, shall be made to or for the benefit of the Angelina County & Cities Health District, a political subdivision, for its public purposes. No substantial part of the Trust's the activities of shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office. Any other provisions of this Agreement notwithstanding, the Trustee shall distribute the Trust income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws, if applicable.

F. **Successor Charitable Organization.** No distributions shall be made to any organization at any time that is not a "charitable organization", as defined below, and which would in any way disqualify this Trust as an organization described in Sections 170(c), 2055(a) and 2522(a) of the Internal Revenue Code, as amended. In this connection, should Grantor later cease to be a political subdivision with a public purpose, and does not otherwise qualify as a "charitable organization," then Grantor's governing board may designate a successor "charitable organization" to receive the benefits from the Trust which does charitable work and endeavors which are similar in purpose and character to those of Grantor. In the absence of a designation of a successor charitable organization to receive the benefits from the Trust, then the Trustee shall apply to a Court of competent jurisdiction in Angelina County, Texas, for the designation of one or more successor "charitable organizations" to receive the benefits from the Trust which does charitable work and endeavors which are similar in purpose and character to those of Grantor.

For the purposes of this Agreement, the term “charitable organization” shall mean a corporation, Trust, fund, or foundation created or organized in the United States or in any possession thereof, or under the law of the United States, any state, the District of Columbia, or any possession of the United States, organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals, no part of the net earnings of which inures to the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which does not participate in or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office. The State of Texas and its political subdivisions shall be considered as “charitable organizations”, but any distributions to the same shall be restricted and exclusively used for public purposes.

G. **Trustee's Powers.** In the administration of this Trust and of the Trust fund, the Trustee shall have all powers and authority necessary or available to carry out the purposes of this Trust and, without limiting the generality of the foregoing, shall have the following powers and authority, all subject, however, to the condition that no power or authority shall be exercised by the Trustee in any manner or for any purpose whatsoever which may not be exercised by an organization which is tax exempt or by an organization donations to which are deductible from taxable income to the extent allowed by the provisions of the Internal Revenue Code and other applicable legislation and regulations as they now exist or may hereafter be amended:

(1) To receive the income, profits, rents, and proceeds of the Trust fund, and to collect and receipt for the same.

(2) To purchase, subscribe for, retain, invest, and reinvest in securities or other property wherever situated, and whether or not productive or of a wasting nature, and without any requirement for diversification as to kind or amount. The words “securities or other property” as used in this Agreement shall be deemed to include real or personal property, corporate shares, common or preferred, or any other interest in any corporation, association, investment Trust, or investment company, bonds, notes, debentures, or other evidences of indebtedness or ownership, secured or unsecured, even though the same may not be legal investments for a Trustee under the laws applicable hereto; but securities and other property shall not be deemed to include shares or indebtedness of the Grantor unless the same is given to this Trust.

- (3) To sell for cash or on credit, convert, redeem, exchange for other securities or other property, or otherwise dispose of any securities or other property at any time held by the Trust.
- (4) To pay all administration expenses of this Trust and any taxes imposed upon it, and to settle, compromise, or submit to arbitration, any claims, debts, or damages, due or owing to or from this Trust, to commence or defend suits or legal proceedings, and to represent this Trust in all suits or legal proceedings.
- (5) To exercise any conversion privilege or subscription right available in connection with any securities or other property at any time held by the Trust; to consent to the reorganization, consolidation, merger, or readjustment of the finances of any corporation, company, or association or to the sale, mortgage, pledge, or lease of the property of any corporation, company, or association any of the securities of which may at any time be held by it and to do any act with reference thereto, including the exercise of options, the making of agreements or subscriptions, and the payment of expenses, assessments, or subscriptions which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which it may so acquire.
- (6) To vote personally, or by general or limited proxy, any shares of stock which may be held by it at any time, and similarly to exercise personally, or by general or by limited power of attorney, any right appurtenant to any securities or other property held by it at any time.
- (7) To borrow money in such amounts and upon such terms and conditions as shall be deemed advisable or proper to carry out the purpose of this Trust and to pledge any securities or other property for the repayment of any such loan.
- (8) To invest in such investments as the Trustee deems proper and prudent, even if such investments fail to constitute properly diversified trust investments or for any other reason could be considered to be improper trust investments.
- (9) To employ suitable accountant, agents, counsel, and custodians and to pay their reasonable expenses and compensation.
- (10) To register any securities held by it hereunder in its own name, or to the extent permitted by law, in the name of a nominee with or without the addition of words indicating that such securities are held in a fiduciary capacity and to hold any securities unregistered or in bearer form.
- (11) To make, execute and deliver all instruments necessary or proper for the accomplishment of the purpose of this Trust or of any of the foregoing powers, including deeds, bills of sale, transfers, leases, mortgages, security agreements, assignments, conveyances, contracts, purchase agreements, waivers, releases and settlements.
- (12) Any other provisions of this Agreement notwithstanding, the Trustee shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws; nor retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax

laws; nor make any investments in such manner as to incur tax liability under Section 4944 of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws; nor make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws.

(13) No part of the Trust fund shall inure to the benefit of any private shareholder or individual, and no part of the activities of this Trust shall consist of carrying on propaganda, or otherwise attempting, to influence legislation, or of participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision hereof, the Trust shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization which is tax exempt or by an organization donations to which are deductible from taxable income to the extent allowed by the provisions of the Internal Revenue Code and other applicable legislation and regulations as they now exist or may hereafter be amended.

(14) The Trustee shall have the powers, duties, and liabilities set forth in the Texas Trust Code, as now enacted and as hereafter amended, except to the extent the same may be inconsistent with the provisions of this Trust Agreement, in which case the provisions of this Trust Agreement shall govern.

A majority of the Trustees, whether or original or successor, shall have full authority to act even though one or more vacancies may exist.

H. **Bond.** No Trustee or substitute Trustee acting hereunder shall be required to furnish bond or other security for the faithful performance of its duties as Trustee.

I. **Liability of Trustee.** No Trustee shall be answerable for loss in investments made in good faith. No Trustee shall be liable for the acts or omissions made in good faith. No Trustee shall be liable for the acts or omissions of any other Trustee, or of any accountant, agent, counsel, or custodian selected with reasonable care. Each Trustee shall be fully protected in acting upon any instrument, certificate or paper, believed by it to be genuine and to be signed or presented by the proper person or persons, and no Trustee shall be under any duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

J. **Amendment.** Notwithstanding any other provision of this Trust Agreement, the Grantor and the Trustee may amend this Trust Agreement as may be required by the Internal Revenue Service for the purposes of qualifying the Trust as a charitable organization under §501(c)(3) of the Internal Revenue Code which is not a "private foundation". Further, the Trustee

is authorized to amend or modify this Trust whenever the Trustee may deem it necessary or advisable for the more convenient or efficient administration of this Trust or to enable the Trustee to carry out the purpose of this Trust effectively, but no such amendment or modification shall alter the intention of the Grantor and the purposes of this Trust as expressed in Paragraph B, D & E hereof. In addition, the Trustee may amend this Trust Agreement to preserve or modify the tax exempt status of the Trust under Section 501(c)(3) of the Internal Revenue Code. If it is contemplated that the existence of the Angelina County & Cities Health District will be terminated and one or more successor charitable organizations are designated as provided in Paragraph F, above, then the Trustee may amend this Trust to (1) provide that the successor organization will receive the same benefits from this trust as are to be provided to the Angelina County & Cities Health District under the terms and provisions hereof, (2) name a successor trustee(s); or (3) provide the manner in which the successor organization can name successor trustee(s). Every amendment to this Agreement shall be made in writing and shall be signed by the Trustee.

K. **Revocation and Termination.** This Trust shall be irrevocable and may be amended only as expressly provided in this Trust Agreement. This Trust shall continue forever unless the Trustee terminates the Trust and distributes all the principal and income, which action may be taken by the Trustee only if the Trustee, in its discretion, determines in its judgment, that the continued administration of the Trust is not economically feasible because of the size of the Trust estate. In the event of a termination by the Trustee, the entire Trust fund shall be distributed by the Trustee to Grantor if it is then a political subdivision of the State of Texas or otherwise a charitable organization and Grantor will use the remaining Trust fund as a perpetual fund for the same purposes as stated in this Trust Agreement. If Grantor is not then such an organization, then the Trustee shall distribute the entire Trust fund to such a charitable organization(s) and, if feasible, to an organization(s) providing services similar to those provided by the Grantor which agrees to use the trust principal as a perpetual fund to provide income to support its operations. No terminating distribution will be made by the Trustee which will jeopardize the Trust's tax exempt status under § 501(c)(3) of the Internal Revenue Code.

L. **Use of Terms.** All references to the “Internal Revenue Code” or “Code” shall be the Internal Revenue Code of 1986, as amended from time to time, unless otherwise designated, or its successor statute. As used in this Agreement, unless otherwise indicated, gender references shall include male gender, female gender and neuter gender, references to the singular shall include the plural, and references to the plural shall include the singular.

ARTICLE II

Until successor trustees are chosen in accordance with **ARTICLE III**, below, the Trustee of this Trust will continue to be the duly appointed members of the Board of Grantor. Upon the expiration of the term of office of a Board member, such Board member will be deemed to have resigned his office as a trustee hereunder. The appointment of a new Board member will automatically be an appointment of that individual as a trustee of this Trust. Acceptance of an individual of a position as a member of the Board of Grantor will be deemed to be an acceptance by that individual of the office of a trustee of the Trust.

ARTICLE III

The terms of office of all of the trustees then serving will expire on September 1, 2010, and effective September 1, 2010, a board of trustees will be established to serve as Trustee of this Trust using the procedure outline in this Article.

A. **Board of Trustees—Number and Qualifications.** The board of trustees will be composed of eleven (11) members who shall be elected by the Board of Grantor. The initial board of trustees shall be elected at the August 2010 meeting of the Board of Grantor. Three (3) members of the board of trustees will be members of Grantor’s Board and include at least one officer of Grantor’s Board and eight (8) members shall be residents of Angelina County. After their election, the terms of these initial members of the board of trustees shall be staggered as follows: three (3) members shall serve one (1) year terms, three (3) members shall serve two (2) year terms, and four (4) members shall serve a three year term. Unless terms of office are otherwise designated by the Board of Grantor, the initial board of trustees shall draw lots to determine which of their numbers will serve a one, two or three year terms. After the expiration of the terms of the members

serving one (1) year and (2) year terms, their successors shall serve three (3) year terms. A member of the board of trustees cannot serve more than two consecutive terms, provided, however, a person may serve again as a member after they have not served as a member of the board of trustees for one year.

B. **Nominating Committee-Successors.** A Nominating Committee consisting of three (3) members of the board of trustees shall be chosen by the members of the board of trustees at the first meeting after the newly elected members of the board of trustees take office and annually thereafter. Any vacancy on the Nominating Committee shall be filled by the board of trustees for the unexpired term of the committee member. The Nominating Committee shall make recommendations to the Grantor's Board for persons to be elected as successor members to the board of trustees to replace those members whose terms are expiring no later than prior to the last meeting being held by Grantor's Board prior to the expiration of those members' terms.

C. **Election of Members-Board of Trustees.** Once the Nominating Committee has made its recommendations to Grantor's Board, Grantor's Board shall then consider each person recommended to serve as a member of the board of trustees and may elect such persons to the board of trustees. If one or more recommended persons is rejected, then the Nominating Committee shall have until the next scheduled meeting of Grantor's Board to recommend new candidates for consideration and election by Grantor's Board. This process shall continue until all vacant positions are filled.

D. **Vacancy.** In the cases of the resignation or removal of a member of the board of trustees, the recommendation for a election of a successor shall be made by the Nominating Committee to Grantor's Board as soon as possible.

E. **Trustee Removal.** A member of the board of trustees may be removed for cause by a vote of Grantor's Board.

F. **Powers of Board of Trustees.** The board of trustees shall have the same powers, rights, and duties, as if originally named as the Trustee hereunder.

G. **Meetings of Board of Trustees.** The annual meeting of the board of trustees shall be held on such day/date in October as shall be set by the Board of Grantor, and regular meetings of the board of trustees shall be held at such times and at such places as shall be decided upon by resolution of a majority of the board of trustees. The board of trustees, by a resolution adopted by a majority of trustees, shall adopt (i) notice requirements for its regular meetings, (ii) determine who can call special meetings, and (iii) the notice requirements for any special meetings.

ARTICLE IV

No individual serving as member of Grantor's Board or member of the board of trustees shall be entitled to receive any compensation or commission for his or her services hereunder; however, such members shall be entitled to have reasonable reimbursement for expenses actually incurred in the performance of their duties as may be approved by Grantor's Board.

ARTICLE V

This Agreement is executed and delivered in the State of Texas, the situs shall be in the State of Texas, and it shall be governed by and construed and administered in accordance with the laws of the State of Texas.

ARTICLE VI

The Trustee does hereby accept this Trust, and undertakes to hold, manage, and administer the Trust fund in accordance with the terms of this Agreement.

In Testimony Whereof, the parties have executed this instrument in duplicate this _____ day of _____, 2010.

GRANTOR:

ANGELINA COUNTY & CITIES HEALTH
DISTRICT

By: _____
Bruce Milstead, Chairman

[Trustees signatures on next page]

TRUSTEES:

Bruce Milstead, Trustee

Helen Weeks, Trustee

Jack Gorden, Jr., Trustee

Dennis McDuffie, Trustee

Carlos Guzman, Trustee

Kenneth Timmons, Trustee

Craig Wood, D.V.M., Trustee

Taylor McKewen, D.D.S., Trustee

Guy Conway, R.Ph., Trustee

James Caskey, M.D., Trustee

Suhasini Malladi, M.D., Trustee

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the _____ day of _____, 2010 by Bruce Milstead, Chairman, Angelina County & Cities Health District, a political subdivision of the State of Texas, for and on behalf of the same.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the _____ day of _____, 2010, by Bruce Milstead, Trustee.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the _____ day of _____, 2010, by Helen Weeks, Trustee.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the _____ day of _____, 2010, by Jack Gorden, Jr., Trustee.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the _____ day of _____, 2010, by Dennis McDuffie, Trustee.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the _____ day of _____, 2010, by Carlos Guzman, Trustee.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the _____ day of _____, 2010, by Kenneth Timmons, Trustee.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the _____ day of _____, 2010, by Craig Wood, D.V.M., Trustee.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the _____ day of _____, 2010, by Taylor McKewen, D.D.S., Trustee.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the _____ day of _____, 2010, by Guy Conway, R.Ph., Trustee.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the _____ day of _____, 2010, by James Caskey, M.D., Trustee.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the _____ day of _____, 2010, by Suhasini Malladi, M.D., Trustee.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

**ANGELINA COUNTY & CITIES HEALTH DISTRICT
ENDOWMENT TRUST**

This Trust Agreement is made this 30th day of October 2008, by and between the **Angelina County & Cities Health District**, a political subdivision of the State of Texas, herein called the "Grantor", and the undersigned members of the Board of Grantor, as trustees and their substitute and successors trustees, hereinafter collectively referred to as "Trustee".

WITNESSETH:

That the Grantor has this day delivered to the Trustee the property described in Schedule A attached hereto, and the Trustee agrees to hold, administer and distribute all of the assets (together with all additions thereto and all reinvestment thereof) as the corpus of a Trust estate, in accordance with the terms and provisions hereinafter set out.

ARTICLE I

This Trust shall be irrevocable and the Trust corpus shall be held and administered by the Trustee as provided in this Article I.

A. **Name of Trust.** The name of this Trust shall be the **Angelina County & Cities Health District Endowment Trust** and so far as practicable the Trustee shall conduct the activities of the Trust in that name.

B. **General Purposes.** Grantor has received inquiries as to whether or not cash contributions could be made to Grantor which would be used by Grantor as an "endowment fund", with only the income from the Trust fund to be used to provide funds for the use and benefit of Grantor. In order to encourage such donations and provide assurances to donors that their donations will be so used, Grantor is establishing this Trust.

C. **Trust Fund.** The Trustee may receive donations from any source in cash or in other property acceptable to it. All donation so received together with the income therefrom, herein referred to as the Trust fund, shall be held, managed, administered, and paid out by the Trustee pursuant to the terms of this Agreement.

COPY

D. **Distributions.** The Trustee shall pay over and distribute such amounts of the Trust income to Grantor as the Trustee determines necessary to assist Grantor with its provision of “essential public health services” as that term is defined in the Local Regulation of Public Health Reorganization Act, Sections 121.001 et seq., of the Texas Health and Safety Code, as the same may be amended from time to time. Such services are provided by the Grantor in Angelina County, Texas, and necessarily, the cities located therein. Section 121.002 currently defines “essential public health services as follows:

- “(1) ‘Essential public health services’ means services to:
- (A) monitor the health status of individuals in the community to identify community health problems;
 - (B) diagnose and investigate community health problems and community health hazards;
 - (C) inform, educate, and empower the community with respect to health issues;
 - (D) mobilize community partnerships in identifying and solving community health problems;
 - (E) develop policies and plans that support individuals and community efforts to improve health;
 - (F) enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;
 - (G) link individuals who have a need for community and personal health services to appropriate community and private providers;
 - (H) ensure a competent workforce for the provision of essential public health services;
 - (I) research new insights and innovative solutions to community health problems; and
 - (J) evaluate the effectiveness, accessibility, and quality of personal and population-based health services in the community.”

E. **Grantor’s Intent.** It is Grantor's intention to create a perpetual charitable organization by means of this Trust Agreement. Therefore, the Trustee is authorized to distribute only so much of the principal of the Trust as may be necessary or required by the provisions of the Internal Revenue Code and other applicable legislation and regulations as they now exist or may hereafter be amended to preserve the status of the Trust as an organization which is tax exempt and an organization to which donations may be made which are deductible from taxable income. If any principal distributions are so required, such principal distributions shall be made to those beneficiaries then entitled to receive income distributions from this Trust. All distributions made from this Trust, whether principal or income, shall be made to or for the benefit of the Angelina

County & Cities Health District, a political subdivision, for its public purposes. No substantial part of the Trust's the activities of shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office. Any other provisions of this Agreement notwithstanding, the Trustee shall distribute the Trust income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code, or corresponding provisions of any subsequent federal tax laws, if applicable.

F. **Successor Charitable Organization.** No distributions shall be made to any organization at any time that is not a "charitable organization", as defined below, and which would in any way disqualify this Trust as an organization described in Sections 170(c), 2055(a) and 2522(a) of the Internal Revenue Code, as amended. In this connection, should Grantor later cease to be a political subdivision with a public purpose, and does not otherwise qualify as a "charitable organization," then Grantor's governing board may designate a successor "charitable organization" to receive the benefits from the Trust which does charitable work and endeavors which are similar in purpose and character to those of Grantor. In the absence of a designation of a successor charitable organization to receive the benefits from the Trust, then the Trustee shall apply to a Court of competent jurisdiction in Angelina County, Texas, for the designation of one or more successor "charitable organizations" to receive the benefits from the Trust which does charitable work and endeavors which are similar in purpose and character to those of Grantor.

For the purposes of this Agreement, the term "charitable organization" shall mean a corporation, Trust, fund, or foundation created or organized in the United States or in any possession thereof, or under the law of the United States, any state, the District of Columbia, or any possession of the United States, organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals, no part of the net earnings of which inures to the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence

legislation, and which does not participate in or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office. The State of Texas and its political subdivisions shall be considered as "charitable organizations", but any distributions to the same shall be restricted and exclusively used for public purposes.

G. **Trustee's Powers.** In the administration of this Trust and of the Trust fund, the Trustee shall have all powers and authority necessary or available to carry out the purposes of this Trust and, without limiting the generality of the foregoing, shall have the following powers and authority, all subject, however, to the condition that no power or authority shall be exercised by the Trustee in any manner or for any purpose whatsoever which may not be exercised by an organization which is tax exempt or by an organization donations to which are deductible from taxable income to the extent allowed by the provisions of the Internal Revenue Code and other applicable legislation and regulations as they now exist or may hereafter be amended:

(1) To receive the income, profits, rents, and proceeds of the Trust fund, and to collect and receipt for the same.

(2) To purchase, subscribe for, retain, invest, and reinvest in securities or other property wherever situated, and whether or not productive or of a wasting nature, and without any requirement for diversification as to kind or amount. The words "securities or other property" as used in this Agreement shall be deemed to include real or personal property, corporate shares, common or preferred, or any other interest in any corporation, association, investment Trust, or investment company, bonds, notes, debentures, or other evidences of indebtedness or ownership, secured or unsecured, even though the same may not be legal investments for a Trustee under the laws applicable hereto; but securities and other property shall not be deemed to include shares or indebtedness of the Grantor unless the same is given to this Trust.

(3) To sell for cash or on credit, convert, redeem, exchange for other securities or other property, or otherwise dispose of any securities or other property at any time held by the Trust.

(4) To pay all administration expenses of this Trust and any taxes imposed upon it, and to settle, compromise, or submit to arbitration, any claims, debts, or damages, due or owing to or from this Trust, to commence or defend suits or legal proceedings, and to represent this Trust in all suits or legal proceedings.

(5) To exercise any conversion privilege or subscription right available in connection with any securities or other property at any time held by the Trust; to consent to the reorganization, consolidation, merger, or readjustment of the finances of any corporation, company, or association or to the sale, mortgage, pledge, or lease of the property of any corporation, company, or association any of the securities of which may at any time be held by it and to do any act with reference thereto, including the exercise of options, the making of agreements or subscriptions, and the

payment of expenses, assessments, or subscriptions which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which it may so acquire.

(6) To vote personally, or by general or limited proxy, any shares of stock which may be held by it at any time, and similarly to exercise personally, or by general or by limited power of attorney, any right appurtenant to any securities or other property held by it at any time.

(7) To borrow money in such amounts and upon such terms and conditions as shall be deemed advisable or proper to carry out the purpose of this Trust and to pledge any securities or other property for the repayment of any such loan.

(8) To invest in such investments as the Trustee deems proper and prudent, even if such investments fail to constitute properly diversified trust investments or for any other reason could be considered to be improper trust investments.

(9) To employ suitable accountant, agents, counsel, and custodians and to pay their reasonable expenses and compensation.

(10) To register any securities held by it hereunder in its own name, or to the extent permitted by law, in the name of a nominee with or without the addition of words indicating that such securities are held in a fiduciary capacity and to hold any securities unregistered or in bearer form.

(11) To make, execute and deliver all instruments necessary or proper for the accomplishment of the purpose of this Trust or of any of the foregoing powers, including deeds, bills of sale, transfers, leases, mortgages, security agreements, assignments, conveyances, contracts, purchase agreements, waivers, releases and settlements.

(12) Any other provisions of this Agreement notwithstanding, the Trustee shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws; nor retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws; nor make any investments in such manner as to incur tax liability under Section 4944 of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws; nor make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code or corresponding provisions of any subsequent federal tax laws.

(13) No part of the Trust fund shall inure to the benefit of any private shareholder or individual, and no part of the activities of this Trust shall consist of carrying on propaganda, or otherwise attempting, to influence legislation, or of participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision hereof, the Trust shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization which is tax exempt or by an organization donations to which are deductible from taxable income to the extent allowed by the provisions of the Internal Revenue Code and

other applicable legislation and regulations as they now exist or may hereafter be amended.

(14) The Trustee shall have the powers, duties, and liabilities set forth in the Texas Trust Code, as now enacted and as hereafter amended, except to the extent the same may be inconsistent with the provisions of this Trust Agreement, in which case the provisions of this Trust Agreement shall govern.

A majority of the Trustees, whether or original or successor, shall have full authority to act even though one or more vacancies may exist.

H. **Successor Trustees.** The Trustees of this Trust will be the duly appointed members of the Board of Grantor. Upon the expiration of the term of office of a Board member, such Board member will be deemed to have resigned his office as Trustee hereunder. The appointment of a new Board member will automatically be an appointment of that individual as a Trustee of this Trust. Acceptance of an individual of a position as a member of the Board of Grantor will be deemed to be an acceptance by that individual of the office of Trustee of the Trust. A successor Trustee shall have the same powers, rights, and duties, as if originally named as a Trustee hereunder.

I. **Bond.** No Trustee or substitute Trustee acting hereunder shall be required to furnish bond or other security for the faithful performance of its duties as Trustee.

J. **Liability of Trustee.** No Trustee shall be answerable for loss in investments made in good faith. No Trustee shall be liable for the acts or omissions made in good faith. No Trustee shall be liable for the acts or omissions of any other Trustee, or of any accountant, agent, counsel, or custodian selected with reasonable care. Each Trustee shall be fully protected in acting upon any instrument, certificate or paper, believed by it to be genuine and to be signed or presented by the proper person or persons, and no Trustee shall be under any duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

K. **Amendment.** Notwithstanding any other provision of this Trust Agreement, the Grantor and the Trustee may amend this Trust Agreement as may be required by the Internal Revenue Service for the purposes of qualifying the Trust as a charitable organization under

§501(c)(3) of the Internal Revenue Code which is not a "private foundation". Further, the Trustee is authorized to amend or modify this Trust whenever the Trustee may deem it necessary or advisable for the more convenient or efficient administration of this Trust or to enable the Trustee to carry out the purpose of this Trust effectively, but no such amendment or modification shall alter the intention of the Grantor and the purposes of this Trust as expressed in Paragraph B, D & E hereof. In addition, the Trustee may amend this Trust Agreement to preserve or modify the tax exempt status of the Trust under Section 501(c)(3) of the Internal Revenue Code. If it is contemplated that the existence of the Angelina County & Cities Health District will be terminated and one or more successor charitable organizations are designated as provided in Paragraph F, above, then the Trustee may amend this Trust to (1) provide that the successor organization will receive the same benefits from this trust as are to be provided to the Angelina County & Cities Health District under the terms and provisions hereof, (2) name a successor trustee(s); or (3) provide the manner in which the successor organization can name successor trustee(s). Every amendment to this Agreement shall be made in writing and shall be signed by the Trustee.

L. **Revocation and Termination.** This Trust shall be irrevocable and may be amended only as expressly provided in this Trust Agreement. This Trust shall continue forever unless the Trustee terminates the Trust and distributes all the principal and income, which action may be taken by the Trustee only if the Trustee, in its discretion, determines in its judgment, that the continued administration of the Trust is not economically feasible because of the size of the Trust estate. In the event of a termination by the Trustee, the entire Trust fund shall be distributed by the Trustee to Grantor if it is then a political subdivision of the State of Texas or otherwise a charitable organization and Grantor will use the remaining Trust fund as a perpetual fund for the same purposes as stated in this Trust Agreement. If Grantor is not then such an organization, then the Trustee shall distribute the entire Trust fund to such a charitable organization(s) and, if feasible, to an organization(s) providing services similar to those provided by the Grantor which agrees to use the trust principal as a perpetual fund to provide income to support its operations. No terminating

distribution will be made by the Trustee which will jeopardize the Trust's tax exempt status under § 501(c)(3) of the Internal Revenue Code.

M. **Use of Terms.** All references to the "Internal Revenue Code" or "Code" shall be the Internal Revenue Code of 1986, as amended from time to time, unless otherwise designated, or its successor statute. As used in this Agreement, unless otherwise indicated, gender references shall include male gender, female gender and neuter gender, references to the singular shall include the plural, and references to the plural shall include the singular.

ARTICLE II

No individual serving as Trustee shall be entitled to receive any compensation or commission for his or her services hereunder; however, such Trustee shall be entitled to have reasonable reimbursement for expenses actually incurred in the performance of their duties as Trustee.

ARTICLE III

This Agreement is executed and delivered in the State of Texas, the situs shall be in the State of Texas, and it shall be governed by and construed and administered in accordance with the laws of the State of Texas.

ARTICLE IV

The Trustee does hereby accept this Trust, and undertakes to hold, manage, and administer the Trust fund in accordance with the terms of this Agreement.

In Testimony Whereof, the parties have executed this instrument in duplicate the day and year first above written.

GRANTOR:

ANGELINA COUNTY & CITIES HEALTH
DISTRICT

By: 
Bruce Milstead, Chairman

TRUSTEE:

Bruce Milstead
Bruce Milstead, Trustee

Helen Weeks
Helen Weeks, Trustee

Jack Gorden
Jack Gorden, Jr., Trustee

_____, Trustee

Carlos Guzman
Carlos Guzman, Trustee

Kenneth Timmons
Kenneth Timmons, Trustee

Craig Wood
Craig Wood, D.V.M., Trustee

Taylor McKewen
Taylor McKewen, D.D.S., Trustee

Guy Conway
Guy Conway, R.Ph., Trustee

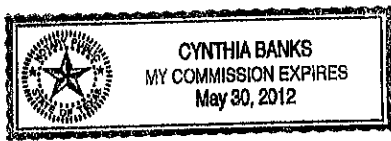
James Caskey
James Caskey, M.D., Trustee

Suhasini Malladi
Suhasini Malladi, M.D., Trustee

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 30th day of October, 2008 by Bruce Milstead, Chairman, Angelina County & Cities Health District, a political subdivision of the State of Texas, for and on behalf of the same.

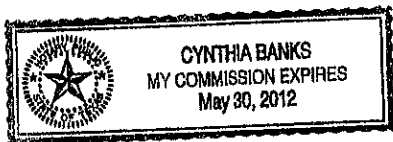


Cynthia Banks
Notary Public, State of Texas
Printed Name: Cynthia Banks
My Commission Expires: May 30, 2012

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 30th day of October, 2008, by Bruce Milstead, Trustee.



Cynthia Banks
Notary Public, State of Texas
Printed Name: Cynthia Banks
My Commission Expires: May 30, 2012

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 30th day of October, 2008, by Helen Weeks, Trustee.

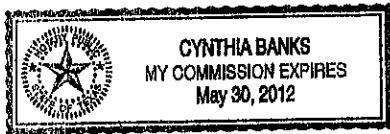


Cynthia Banks
Notary Public, State of Texas
Printed Name: Cynthia Banks
My Commission Expires: May 30, 2012

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 30th day of October, 2008, by Jack Gorden, Jr., Trustee.



Cynthia Banks
Notary Public, State of Texas
Printed Name: Cynthia Banks
My Commission Expires: May 30, 2012

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

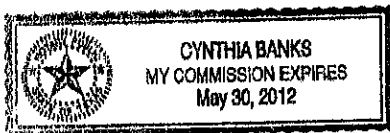
This instrument was acknowledged before me on the _____ day of October, 2008, by _____, Trustee.

Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 30th day of October, 2008, by Carlos Guzman, Trustee.

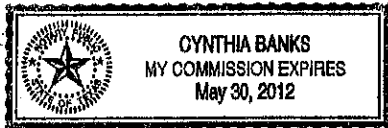


Cynthia Banks
Notary Public, State of Texas
Printed Name: Cynthia Banks
My Commission Expires: May 30, 2012

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 30th day of October, 2008, by Kenneth Timmons, Trustee.

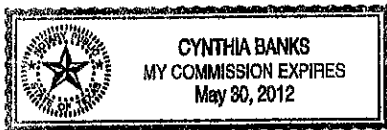


Cynthia Banks
Notary Public, State of Texas
Printed Name: Cynthia Banks
My Commission Expires: May 30, 2012

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 30th day of October, 2008, by Craig Wood, D.V.M., Trustee.



Cynthia Banks
Notary Public, State of Texas
Printed Name: Cynthia Banks
My Commission Expires: May 30, 2012

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 30th day of October, 2008, by Taylor McKewen, D.D.S., Trustee.

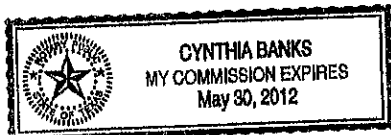


Cynthia Banks
Notary Public, State of Texas
Printed Name: Cynthia Banks
My Commission Expires: May 30, 2012

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 30th day of October, 2008, by Guy Conway, R.Ph., Trustee.



Cynthia Banks
Notary Public, State of Texas
Printed Name: Cynthia Banks
My Commission Expires: May 30, 2012

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 30th day of October, 2008, by James Caskey, M.D., Trustee.

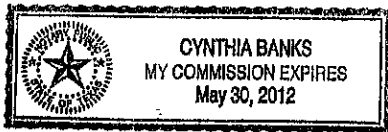


Cynthia Banks
Notary Public, State of Texas
Printed Name: Cynthia Banks
My Commission Expires: May 30, 2012

THE STATE OF TEXAS §

COUNTY OF ANGELINA §

This instrument was acknowledged before me on the 30th day of October, 2008, by Suhasini Malladi, M.D., Trustee.



Cynthia Banks
Notary Public, State of Texas
Printed Name: Cynthia Banks
My Commission Expires: May 30, 2012

Schedule A

\$750.00

**ADDENDUM TO
FORM 1023
for the
Aneglina County & Cities Health District Endowment Trust
EIN: 94-6795197**

Part I – Identification of Applicant

7 Lisa Borgfeld White, P. O. Box 151556, Lufkin, Texas 75915-1556

Part IV – Narrative Description of Your Activities

The Applicant shall use its principal to generate income and distribute the same to the Angelina County & Cities Health District (“ACCHD”) for use in Angelina County for its essential public health services, as the same are defined in the Texas Health and Safety Code. The trustees may apply for grants for donations to the Applicant and conduct other activities to solicit donations.

Part V – Compensation and Other Financial Arrangements with Your Officers, Directors, Trustees, Employees, and Independent Contractors

1a Additional Trustees:

<i>Name</i>	<i>Title</i>	<i>Mailing Address</i>	<i>Compensation Amount</i>
Kenneth Timmons	Trustee	P. O. Box 908 Lufkin, Texas 75901	None
Craig Wood, D.V.M.	Trustee	P. O. Box 428 Lufkin, Texas 75901	None
Guy Conway, R.Ph.	Trustee	#9 Tanglewood Court Lufkin, Texas 75904	None
James Caskey, M.D.	Trustee	206 Gene Samford Dr., Suite B Lufkin, Texas 75904-3358	None
Suhasini Malladi, M.D.	Trustee	319 Gaslight Blvd. Lufkin, Texas 75904	None

2b The Trustees of the Applicant are the Board members of ACCHD, the settlor and beneficiary of the Applicant.

3a Each of the Trustees is a member of the Board of ACCHD, which qualifies them to be a Trustee. The amount of time each trustee will spend on Trust business will vary, depending on the needs of the trust. It is anticipated that Trust business will be conducted at least once quarterly at same time the ACCHD Board meets.

4g ACCHD made the choice to have the members of its Board be the Trustees of the Applicant. Article II of the Applicant’s Trust Agreement prohibits the paying of compensation to any

individual trustee, and only individuals can serve on the Board of ACCHD. Article 1, Paragraph G(9) allows the Trustees "[t]o employ suitable accountant, agents, counsel, and custodians and to pay their reasonable expenses and compensation." If the Trustees determine such employment to be necessary, they plan to hire such individuals and firms at the going rate for the type of work performed at the time the hire is made.

5b & 5c. The Applicant's Trust Agreement prohibits the payment of compensation to individuals who serve as Trustee. Article 1, Paragraph G(9) allows the Trustees "[t]o employ suitable accountant, agents, counsel, and custodians and to pay their reasonable expenses and compensation." If the trust beneficiary finds the compensation paid not to be "reasonable", then the beneficiary has a cause of action against the trustee for breach of fiduciary duty.

9 Jack Gorden, Jr., as the Mayor of the City of Lufkin, Texas, is a board member of ACCHD and as such, is also a Trustee of the Applicant. He is also an Executive Vice President of First Bank & Trust East Texas. It is possible that the Trustees will create an agency account with the Trust Department at First Bank & Trust East Texas for the management and investment of the Applicant's funds. Mr. Gorden is not in the Trust Department at First Bank & Trust East Texas nor does he exercise control over the Trust Department. The terms of any agreement will be negotiated with the Trust Department by the Trustees and the Trustees will be able to check with other area banks that have Trust Departments or brokerage houses to compare rates and services. No agreements have been entered into at this time so none are being provided with this application.

Part VI – Your Members and Other Individuals and Organizations That Receive Benefits from You

1b Applicant shall provide funds, out of its income, as it deems necessary, to ACCHD for the provision of essential public health services. Distribution of principal is authorized for the same purposes in very limited circumstances.

Part VIII – Your Specific Activities

4a The Trustees plan to solicit grants from charitable foundations to build up the principal of the Applicant by following the grant application procedures of those charitable foundations. The Trustees also plan to approach individuals and groups in Angelina County through personal visits or correspondence to request donations to build up the principal of the Applicant. As time progresses, additional methods of fundraising will be considered by the Trustees, which may include holding fundraising events.

4d The fundraising activities will be conducted in Angelina County, Texas, and applications for grants will be made to foundations in Texas and throughout the United States.

5 The Settlor and beneficiary of Applicant is the Angelina County and Cities Health District, a political subdivision of the State of Texas. The Trustees of the Applicant are the Board members of ACCHD.

- 10 It is possible that the Applicant will accept music, literature, tapes, artworks, choreography, scientific discoveries, or other intellectual property donated to it; however it may do so only if the same may be used by the trustee in accordance with the terms of the trust agreement. Ownership will be in the Applicant, and any fees charged or distribution of the such property will be done with the approval of the Trustees after consultation with experts in the appropriate field regarding the same.
- 11 It is possible that the Applicant will accept real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type donated to it; however it may do so only if the same may be used by the Trustees in accordance with the terms of the trust agreement. As such, it would be rather hard for the contributor to place conditions on such donations, and any such proposed conditions and agreements would have be examined by the Trustees on a case by case basis.
- 13b The distributions from the Applicant will be used by ACCHD for its public purposes.
- 13d The only recipient at this time shall be ACCHD, the Settlor of the Applicant. The only way there will be another recipient is if a successor charitable organization is appointed as described in Article I, Paragraph F of the Trust Agreement.
- 13e The Trustee will keep copies of any request for funds received from the ACCHD, and will maintain accounting records of all distributions to the ACCHD.
- 13f Since the Trust has only one beneficiary, there is no application form or grant proposals as such. The Trustee will generally require requests for funds to be in writing, unless some emergency situation exists and will follow up with the beneficiary to see that the funds were used for the intended purpose.
- 13g The Trustees and the Board of ACCHD are the same individuals, and as such, they will be able to observe how the funds are used and will be flexible in the type of documentation that required, in their capacities as Trustees, as proof of the proper use of funds.
- 15 The Applicant has a “close connection” with ACCHD in that ACCHD is the settlor of the Applicant, ACCHD’s board members are the Trustees, and ACCHD is the sole beneficiary of the Applicant.

Part IX – Financial Data

- A. Statement of Revenues and Expenses**
- 23 Application for Recognition of Exemption Fee
- B. Balance Sheet.**
- 15 Attorney’s fees

Schedule D

Section II

- 1 The supported organization, ACCHD, is the settlor of the trust and chose to have the members of the Board of ACCHD as the Trustees of the Applicant. ACCHD's Board members are chosen as follows: Angelina County and the Cities of Lufkin, Hudson, Huntington, Diboll, and Zavalla each designate a representative to serve on the Board of ACCHD, and the remaining Board members are chosen by the Board.
- 2 The Trustees are the members of the Board of ACCHD.

Angelina County & Cities Health District (ACCHD) Youth Support Committee Charter

1.0 Project Identification	
Name	Youth Support Program
Description	<ol style="list-style-type: none"> 1. Provide relevant conferences every semester to the middle and high school within Angelina County. 2. Provide mentorship services to the youth within Angelina County.
Sponsor	Angelina County & Cities Health District Board of Health
Initiated Date	11/17/2025

2.0 Reason for Committee
<ul style="list-style-type: none"> • Objectively discuss and develop a conference activity for the middle and high school within Angelina County. • Determine if service requested is reasonable and necessary. • Provide mentorship services to the youth within Angelina County • Support parents, students and the schools to ensure our community thrives.

3.0 Committee Objectives (Purpose)
<ul style="list-style-type: none"> • Improve the quality of life of the youth within Angelina County. • Support the schools and parents as they guide the youth in Angelina County.


4.0 Committee Scope
<ul style="list-style-type: none"> • Meet monthly or as needed to coordinate activities in a timely and organized manner. • Identify topics that will support conservative, healthy adolescent development for curriculum. • Propose solutions to ethical dilemmas. • Record minutes for committee meeting. • Identify funding needs and opportunities • Emergency situations are not within scope. These need to be escalated to Emergency services within the community.

5.0 Committee Members
<ol style="list-style-type: none"> 1. Yesenia Cabral-Fletcher RN: leader 2. Martha Hernandez: Executive Assistant 3. Ann Watson (ACCHD) 4. Rebecca Martin (ACCHD) 5. Carlos Fernández (ACCHD) 6. Fancy Jordy (ACCHD) 7. Vickie Jones (ACCHD) 8. Stephen Lantis (Burke)

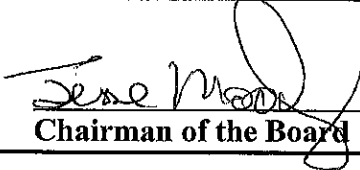
9. Paul Johnson (Community SW)
10. Geri Johnson (School Counselor)
11. Dr Daniel Spikes (Lufkin ISD Assistant Superintendent)
12. Stacy Richardson (Family Crisis Center)
13. Angela Spencer-Hobbs (Council member)
14. Stuart Nurson (Family Crisis Center)
15. Katie Hickman (Kiwanis Organization)

7.0 Committee Budget

\$10,000 annually for mentor background checks, drug testing and training.
--



Administrator



Chairman of the Board

Subject: Management of Ethical Issues

Effective Date: August 27, 2025

Supersedes: Policy: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes guidelines to manage ethical issues impacting patient care. ACCHD will maintain an Ethics Committee that is an ad hoc multi-disciplinary committee to identify needed policies governing patients' rights and to provide a forum for discussion of ethical issues pertaining to patient care. The Ethics Committee will meet as needed, identify topics, and present educational sessions that would benefit the staff caring for the patients. The Ethics Committee will fulfill three primary roles:

1. Draft Proposed policies to be reviewed and approved by the Board of Health.
2. Education and presentation of cases that define ethical issues and education to staff.
3. Consultation: Patients and staff may access the Ethics Committee for case advice.

Procedure

1. Notify the Lead Clinician for triage of ethical issues.
2. Notify the Administration concerning the request for the Ethics Committee.
3. Upon the approval of the Lead Clinician, the Ethics Committee will review the case as appropriate and comment on the case in writing.
4. The Ethics Committee will be formed with the following team members: Administrator, Director of Nursing, Director of Eligibility and Access, Provider, and a team lead.
5. The Provider will communicate with the family members or patients.
6. Administration will engage Legal counsel as needed.

Administrator

Chairman of the Board

Subject: Salary Increases Based on Merit

Effective Date:

Supersedes: Policy: New Policy

Policy: Angelina County & Cities Health District (ACCHD) evaluates employee performance on an annual basis and determines salary increases based on merit, which is determined during the Annual Employee Performance Evaluation Period (See Policy titled Performance Evaluations (Probationary Period, Midyear and Annual). ACCHD follows the Fiscal Year calendar. Mid-year evaluations do not determine the salary increase based on merit. Annual employee evaluations will be initiated in the last quarter of the fiscal year (July-August). Salary increases based on merit will be applied in September of the new fiscal year. For a merit increase to be granted Institutional/Departmental Criteria and Individual performance criteria must be met. In addition, if an employee's salary is capped as determined by a market analysis, then the employee will not qualify for a merit increase under the same title. All salary increases are subject to the Health District's budget and funding.

Definition:

A merit increase is a pay raise, based on an employee's performance, distinguishing it from regular cost-of-living adjustments. ACCHD ensures merit increases are fair, transparent, and aligned with organizational goals.

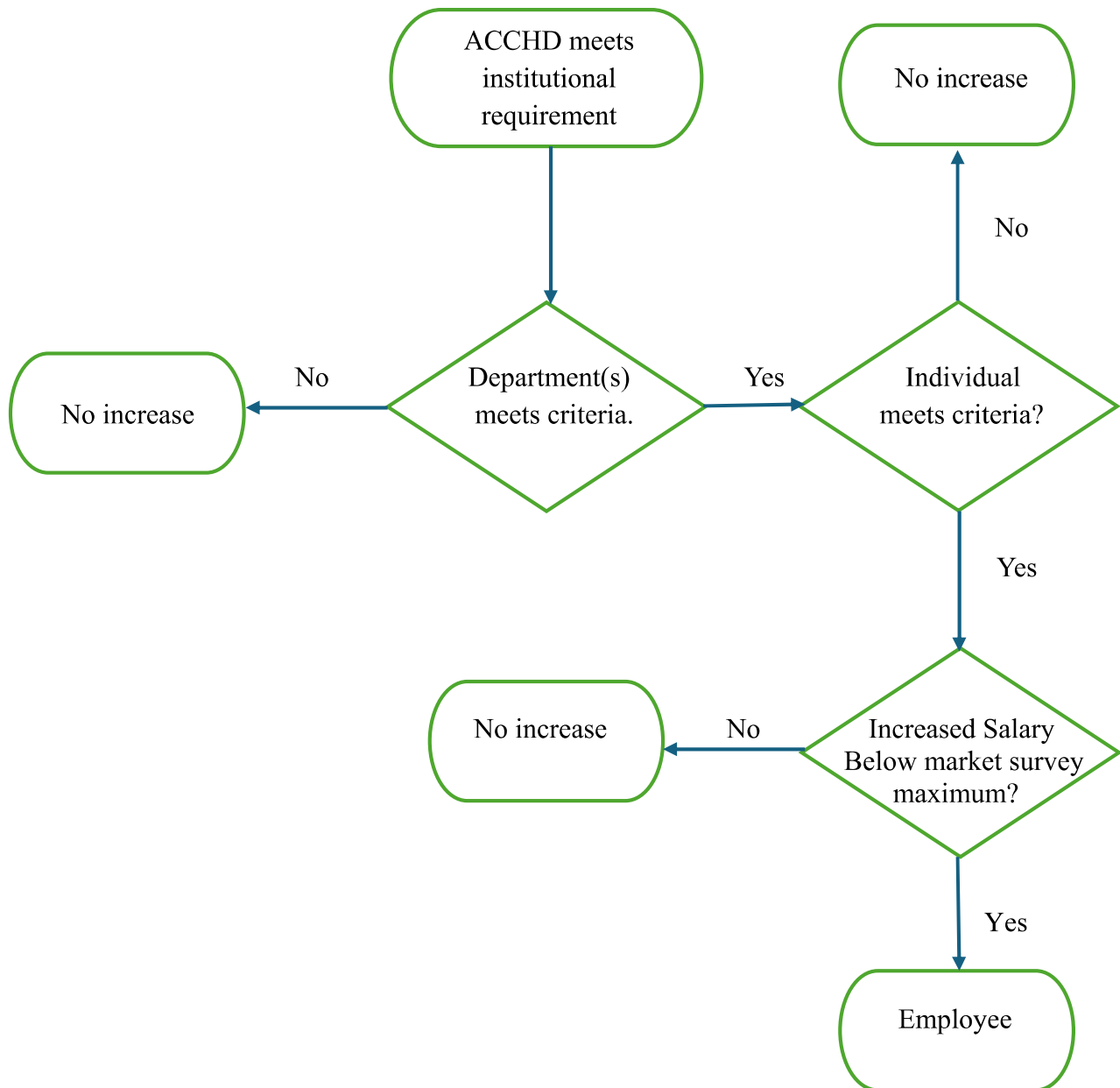
This merit increase policy is designed to reward employees for exceptional performance. Below are the key criteria:

1. Institutional/Departmental Criteria: If ACCHD has performed with a 5% surplus at the time of assessment and the employee's department has performed at a 5% surplus at the time of assessment, the employee's performance will be evaluated. Non-financial benchmarks will be established for departments that are not subject to financial analysis.

Examples include patient applications processed for the eligibility department, reporting deadlines met for the finance department, volume of clients served and services provided for the case worker program, employee/patient satisfaction surveys for the facilities department and patient satisfaction surveys for employees who work directly with clients.

2. Performance Criteria: Employees who have performed at a rating of “Exceeds Expectations” or Exceptional” overall on performance goals are eligible for a merit increase of up to 3% of their salary, subject to the market analysis limitation. If an employee works in multiple departments, the potential merit increase will be prorated based on the employee’s allocation if one or more departments fall short of the required criteria.
3. Market Analysis Limitation: Employees who have reached the maximum of their salary market analysis range will not be eligible for merit increases.

See the flowchart below showing how an employee is tested for a merit increase:



eligible

Administrator

Chairman of the Board

Subject: Volunteer Staff Policy

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures for staff that are classified as volunteers. These policies do not constitute, either implicitly or explicitly, a binding contractual or personnel agreement. Volunteers must be 18 years of age or older.

Definition of Volunteer

A "volunteer" is anyone who, without compensation or expectation of compensation beyond reimbursement, performs a task under the supervision of ACCHD. Unless specifically stated, volunteers shall not be considered as "employees" of the ACCHD.

Volunteer Standards and Responsibilities

Volunteers should be given assignments and effective direction and be recognized for work done. In return, volunteers should actively perform their duties to the best of their abilities, volunteer at their assigned times.

Volunteer Assignments

Volunteers should have clear, complete, and current descriptions of the duties and responsibilities of the assignment.

Interview

All volunteers should be interviewed to assess their suitability for and interest in that assignment. The interview should determine the qualifications of the volunteer and their commitment to fulfill the requirements of the assignment; and it should answer any questions that the volunteer has about the assignment.

Orientation

Volunteers are given an opportunity to attend a general orientation on the nature, purpose, and mission of ACCHD, review of the volunteer program; and tour the facility.

Training

Volunteers should receive guidance/training by the volunteer supervisor to provide them with information on

1. Knowledge and skills necessary to perform their volunteer assignment,
2. The operation of the program or department

3. The purpose and requirements of the assignment.
4. The timing and methods for delivery of such training should be appropriate to the complexity and demands of the assignment and the capabilities of the volunteer.

Volunteer/Staff Relationships

Volunteers and staff are considered to be partners in implementing the mission and programs of ACCHD with each having a complementary role to play. Each partner should understand and respect the needs and abilities of the other.

Hours of Operation/Schedule

The volunteer will have a schedule assigned based on the needs of the operation. There is flexibility also to work on outreach events outside of normal office hours, including evenings and weekends. Volunteers must sign in and sign out regularly on the volunteer sign in sheet.

Attendance Policy

If expecting to be absent from a scheduled duty, volunteers should inform their staff supervisor as far in advance as possible so that alternative arrangements can be made. Continual absenteeism may result in a review of the volunteer's work assignment or term of service and could result in ending the volunteer's relationship with ACCHD.

Conflict of Interest

A "Conflict of Interest" arises when a person in a position of authority in an organization, such as a director, officer, expert volunteer or key staff member, may benefit personally from a decision he or she could make. Volunteers must disclose any conflict of interest to the Director in charge in order to make sure a Disclosure form is completed and to make sure the conflict will not interfere with the volunteers' work.

Administrator

Chairman of the Board

Subject: WIC Plan for Coordination of Program Operations

Effective Date:

Supersedes: November 25, 2015

Policy: Angelina County & Cities Health District (ACCHD), WIC Program encourages the exchange of a client's health and medical data with other health care providers to coordinate their health care and to streamline the WIC appointment. The following guidelines are recommended:

1. The staff will encourage applicants and participants to bring health/medical data from their health care provider for use by WIC for both certifications and for mid-certifications.
2. Staff will use data provided by a health care provider, documented on medical requests for formula, as part of the formula approval process.
3. Staff will encourage external health care providers to provide WIC clients with the health data needed to determine WIC eligibility and/or as part of the formula approval process.
4. Staff will ensure that WIC participants are given information obtained during the WIC eligibility process to share with their healthcare providers as deemed appropriate.
5. Staff will encourage participants to download and utilize the myWIC app and ensure that they know where to locate anthropometric and biochemical data for their family members within the app.
6. Staff will coordinate the following WIC programs but are not limited to:
 - a. Family Planning
 - b. Immunizations
 - c. Maternal and Child Health
 - d. Texas Health Steps
 - e. Breastfeeding support and education groups
 - f. Supplemental Nutrition Assistance Program (SNAP)
 - g. Medicaid
 - h. Alcohol and drug abuse counseling
 - i. Child Protective Services (CPS)
 - j. Early Childhood Intervention (ECI)
 - k. Children with Special Health Care Needs (CSHCN)
 - l. Children's Health Insurance Program (CHIP)

Administrator

Chairman of the Board

Subject: Inventory Property Management

Effective Date:

Supersedes: June 14, 2024

Policy: The Angelina County & Cities Health District's (ACCHD), WIC Program establishes procedures to prevent damage, loss, or theft of inventoried property. WIC Program will follow the policy and procedures outlined by the parent agency ACCHD, in regard to the prevention of damage, loss, or theft of inventoried property. Reference Policy Titled Information Technology (IT) and Security Policy, policy 1100. In addition, ACCHD will send a notification to the WIC State Agency at the time of discovery of any damaged, lost, or stolen inventoried property to WICClinics@hhs.texas.gov and, if applicable, attach the WIC IT Security Incident Form, a copy of the police report and/or any documentation for an insurance claim. If ACCHD is reimbursed or otherwise compensated for any damaged, lost, or stolen inventoried property covered by this policy (e.g., an insurance claim), ACCHD will use the proceeds to replace property and/or reimburse the State Agency for the assessed value.

Administrator

Chairman of the Board

Subject: WIC Provision of Services to Individuals with Disabilities

Effective Date:

Supersedes: December 30, 2010

Policy: Angelina County & Cities Health District(ACCHD) will ensure that processes are followed while caring for individuals with disabilities. Processes include:

1. If a parent/guardian is not able to access our clinic site, WIC personnel will give them the following options:
 - a. Receive services at our Lufkin site, site 01, which is handicapped accessible.
 - b. Call in advance to alert the staff so that they can be available to open doors or to give other needed aid so that they can access the site closest to them. This may include, but is not limited to, completing all required WIC procedures at the client's vehicle or outside the building as deemed appropriate by staff and as agreed upon by the individual seeking services.
 - c. Have staff travel to their home or any other site that is convenient for them.
2. When a client is hearing impaired, a qualified interpreter will be provided. The client may voluntarily choose to bring a friend or family member to interpret if the client prefers to do so. Client refusal of an interpreter shall be documented in the record.
3. When a client has vision impairment, a staff member will read to the client any necessary paperwork and will help the client in any way that they can.
4. Staff will contact 7-1-1 and use Relay Texas as needed for participants with speech or hearing loss.

Administrator

Chairman of the Board

Subject: WIC High Risk Referrals

Effective Date:

Supersedes: October 1, 2019

Policy: Angelina County & Cities Health District (ACCHD), WIC Program will make referrals to external/internal services for all high-risk clients needing them.

Procedure

ACCHD WIC Program will follow the State Agency High Risk Policy that identifies the high-risk conditions requiring referral and the procedures for follow-up. The WIC Certifying Authority (CA) will refer any other conditions deemed necessary using professional judgment.

I. Internal Referrals (RD/IBCLC)

A. Minimum Risk Criteria-RD:

Code	Risk Condition	Category	Comments
103A	Underweight	I	Formula Fed infants
131	Low maternal weight gain during pregnancy	PG	Singleton Pregnancy, During 2 nd or 3 rd trimester
134	Failure to thrive	I, C	Formula Fed infants, children <24 months of age
135	Slowed/Faltering Growth Pattern	I	Formula fed infants ≤ 2 weeks of age with excessive wt loss of $\geq 7\%$ BW
141B	Very low birth weight	I, C	Formula Fed infants, children <24 months of age
302	Gestational Diabetes	PG	RD and/or HCP
341	Nutrient Deficiency Diseases	All	RD and/or HCP
342	GI Disorders	All	RD and/or HCP
343	Diabetes Mellitus	All	RD and/or HCP
345A	Hypertension	All	RD and/or HCP
345B	Prehypertension	All	RD and/or HCP
346	Renal Disease	All	RD and/or HCP
347	Cancer	All	RD and/or HCP
348	CNS Disorders	All	RD and/or HCP
349	Genetic & Congenital Disorders	All	RD and/or HCP
351	Inborn Errors of Metabolism	All	RD and/or HCP
354	Celiac Disease	All	RD and/or HCP
358	Eating Disorders	PG, PP, B	RD and/or HCP

362	Developmental, Sensory, or Motor Disabilities Interfering with the Ability to Eat	All	RD and/or HCP
-----	---	-----	---------------

Minimum Risk Criteria-IBCLC:

Code	Risk Condition	Category	Comments
103A	Underweight	I	BF infants
134	FTT	I	BF infants
135	Slowed/Faltering Growth Pattern	I	BF infants ≤ 2 weeks of age with excessive wt loss of $\geq 7\%$ BW
141B	Very low birth weight	I	BF infants
602	BF complications/potential complications	P,B	
603	BF complications/potential complications	I	BF infants

B. Procedures:

- i. **RD:** If the CA/Nutritionist encounters a client with at least one of these risk conditions, they shall refer the client to the staff RD using the pending High Risk Referral page in MIS. If the RD is available for an in-person consult the day the referral is made, they will meet with the client that day and complete the high-risk follow-up details in MIS. If the RD is not available for an in-person consult, the CA will create a follow-up date within 1 month from the day the referral was created and email the RD the client's CID. If the client refuses a referral while in the clinic, the CA will choose "declined" on the pending high-risk referral page in MIS and state the reason why (i.e. under care of external RD, HCP, etc.) the referral was not accepted.
- ii. **IBCLC:** If the CA/Nutritionist encounters a client with at least one of these risk criteria, they shall refer the client to the staff IBCLC using the pending high risk referral page in MIS. If the IBCLC is available the day the referral is made for an in-person consult, she will meet with the client that day and complete the high-risk follow-up details in MIS. If the IBCLC is not available for an in-person consult, the CA will create a follow-up date within 2 weeks from the day the referral was created and email the IBCLC the client's CID.

C. Follow-Up method and time-frames:

- i. **RD:** If the RD is unavailable the day the referral is made, they will follow-up via phone within 1 month of the day the referral was created. The RD will continue to follow up via phone as deemed necessary using professional judgment. After completing high-risk counseling via phone, and if deemed necessary, the RD may then schedule the client an

in-person, high-risk appointment in 1-3 months, as appropriate. The RD will attempt 2 phone calls. The client will be considered low-risk if they refuse counseling or are non-compliant.

- ii. **IBCLC:** If the IBCLC is unavailable the day the referral is made, they will follow-up via phone within 2 weeks of the day the referral was created. The IBCLC will then determine whether or not the client shall return to the office for an in-person consult. The IBCLC will continue to follow up via phone as deemed necessary using professional judgment. The IBCLC will attempt 2 phone calls. The client will be considered low-risk if they refuse counseling or are non-compliant.

D. Documentation:

- i. **RD:** The RD will document all contact (phone and in-person) in the notes section of the VENA page in MIS. If the RD judges that the client requires only high risk counseling, the alert shall be “RD to follow.” If the RD judges that the CA/Nutritionist staff can counsel in the future, the RD shall remove the “RD to follow” alert from the family page.
- ii. **IBCLC:** The IBCLC will document all contact (phone and in-person) in the notes section of the VENA page in MIS. The IBCLC will keep the initial consult paper (which is also scanned into the breastfeeding participant page notes section) until she feels like the BFPC may follow the client. At that point she will pass the consult paper back to the BFPC for them to follow as low-risk.

II. External referrals (HCP/MD)

A. Risk Criteria: High-risk conditions may include, but are not limited to:

1. Infants 2 weeks of age or less with excessive wt loss of $\geq 7\%$ birth weight (RC 135-Slowed/Faltering Growth Pattern)
2. 300’s risk codes-refer to RD and/or HCP as outlined in section I above.

B. Procedures:

- I. Procedures for referral: If the CA/Nutritionist encounters a client with at least one of these risk conditions they shall refer the client to the HCP using the High Risk Referral page in MIS. The CA will use the LA designed “Referral from WIC” form to document external referrals if faxing to the HCP. Documentation will include:
 - a. Name of participant who was referred
 - b. Reason for referral
 - c. Name of service or provider to which the participant was referred
 - d. Name of staff making the referral

- II. The form will be scanned into the notes section of the participant page. If CA is extremely concerned, they will attempt phone contact with the HCP while the client is still in the office in lieu of faxing the form.
 - a. Follow-up method and time-frames: Staff who made the referral will attempt follow up via telephone within 1 month.
 - b. Documentation: All documentation from follow up will be documented in VENA. Other forms will include signed release of information (if applicable), and/or LA designed “Referral from WIC” form.

Red flag conditions

A. Red Flags:

1. Infant

- a. Skin color is blue or grey
- b. Skin color is yellow. This is a medical emergency if the infant is not under the care of a HCP and/or showing signs of lethargy, fever, an poor feeding.
- c. Poor hydration as indicated by a combination of the following:
 - i. soft spot(s) on top of head sunken in
 - ii. skin on the back of infant’s hand, forearm or belly lightly pinched between the thumb and forefinger for a few seconds does not return to normal contour within three seconds
 - iii. sunken eyes
 - iv. no tears or few tears when crying
 - v. extremely dry lips, mouth or tongue
 - vi. lethargy
 - vii. Signs of trauma or bruising
 - viii. Difficult or shallow breathing, wheezing

2. Child

- a. Signs of trauma or bruising
- b. Difficult or shallow breathing, wheezing
- c. Poor hydration as indicated by a combination of the following:
 - i. skin on the back of child’s hand, forearm or belly lightly pinched between the thumb and forefinger for a few seconds does not return to normal contour within three seconds
 - ii. sunken eyes
 - iii. no tears or few tears when crying
 - iv. extremely dry lips, mouth or tongue
 - v. scant, dark, or foul-smelling urine
 - vi. lethargy

3. Pregnant

- a. Signs of labor initiation – regular contractions, leaking/gushing fluid from vagina
- b. Heavy bleeding from vagina at any time of pregnancy
- c. Injury - accident/fall/blow to the belly
- d. Observed at clinic under the influence of alcohol or drugs/narcotics with risk of potential harm to self or others

4. Breastfeeding, Postpartum

- a. Hearing voices or seeing things that are not real or having false beliefs (delusions)
- b. Observed at clinic under the influence of alcohol or drugs/narcotics with risk of potential harm to self or others
- c. Postpartum Mood Disorder Signs:
 - i. Thoughts of harming self or baby
 - ii. High level of anxiety
 - iii. Flat affect
 - iv. Not making eye contact with baby/not responding to infant cries/ not enjoying baby
 - v. No appetite/ inability to sleep

B. Procedures:

Procedures for referral: Participants who have been identified as having a red flag shall be immediately referred to receive medical care. WIC staff will strongly encourage the client to go straight to the emergency room. WIC staff may call 911 if deemed necessary.

Administrator

Chairman of the Board

Subject: WIC Child Abuse Reporting

Effective Date:

Supersedes: October 8, 2018

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures for Child Abuse Reporting. WIC will follow the Texas WIC policy GA:24:0 on child abuse reporting in TXIN. The ACCHD policy will be updated to include a separate section for WIC reflecting policy GA:24.0.

Administrator

Chairman of the Board

Subject: WIC Civil Rights Complaints

Effective Date:

Supersedes: February 8, 2021, January 19, 2018

Policy: Angelina County & Cities Health District (ACCHD), WIC department establishes guidelines for civil rights complaints. The person alleging discrimination has the right to file within 180 days of the alleged discriminatory action. When ACCHD receives a complaint from any individual alleging discrimination, the following procedure will be followed:

1. The complainant shall be notified that to file a program discrimination complaint, they have a number of options. **They can file a complaint themselves or through the LA.** If filing themselves, these options include:
 - a. Filing directly with the USDA national office by going to:
<https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer> and following the instructions on the page.
 - b. Contacting the USDA national office by phone at (866) 632-9992 or by email at program.intake@usda.gov to report the complaint or to receive a complaint form
 - c. Sending the complaint in writing by mail to the USDA national office at:
US Department of Agriculture

Director, Center for Civil Rights Enforcement
1400 Independence Ave, SW
Washington, DC 20250-9410
 - d. Filing the complaint with the USDA Regional Office by mail or phone:
Regional Civil Rights Director
USDA/Southwest Region
Food and Nutrition Service
1100 Commerce Street Rm 555
Dallas, Texas 75242
Phone (214) 290-9820
 - e. Filing the complaint with the WIC State Agency by mail, phone, or email:
Director, WIC program
Health and Human Services
P.O. Box 149347 Mail Code 1933

Austin, TX 78714-9347
Toll-free at 1-800-942-3678
Email: wicgeneral@hhsc.state.tx.us

2. If an individual chooses to file the complaint **directly with the LA**, staff shall gather and document as much of the information below as possible in letter format. LA Staff shall provide the letter to the individual with the USDA mailing address or offer to mail the letter directly to USDA.
 1. Name, address, and telephone number.
 2. The specific location and date where the alleged discrimination occurred.
 3. The nature of the incident or action that led the complainant to feel discrimination was a factor.
 4. The basis on which the complainant feels discrimination exists (race, color, national origin, age, sex, disability, etc).
 5. The names, titles, and business addresses of persons who may have knowledge of the discriminatory action.
3. Regardless of how the complainant chooses to file, The LA (WIC Director or other designee) must notify the SA of the complaint by phone or email **within 24 hours** of receipt.

1-877-341-4491 option 6, 4, 2

IRM-Policy@hhs.texas.gov

Administrator

Chairman of the Board

Subject: WIC Infectious Disease Control

Effective Date:

Supersedes: January 28, 2020, November 25, 2015

Policy: Angelina County & Cities Health District (ACCHD) WIC department establishes procedures for infestation and disease control. All new WIC employees or temporary staff will be trained during the first week of orientation in the procedures for handling, storage, and disposal of bio-hazardous waste. All bio-hazardous waste and sharps containers will be held in the WIC lab in a red, marked container until they are full. When full, the waste will be transported by a gloved worker to the bio-hazard closet in Primary Care (the key is in the nurses' station drawer). The bio-hazardous waste company will pick up waste on a regular basis. WIC staff will consider the spaces where blood tests are performed to be infectious and will not use food in that area. WIC will use the ACCHD Infectious Waste policy for all other Infectious disease control procedures.

Administrator

Chairman of the Board

Subject: WIC Satellite Clinic

Effective Date:

Supersedes: January 13, 2023

Policy: Angelina County & Cities Health District (ACCHD) WIC department will establish procedures for WIC patients to receive care at a satellite WIC clinic. All WIC Satellite clinics will comply with Federal, State, Local rules, laws, regulation and policies. If a leasing agent manages satellite clinics, ACCHD WIC department will ensure the leasing agent is made aware of standards for building maintenance. All Satellite WIC clinics will establish a lease agreement. Satellite WIC clinics will follow policies and procedures that parent WIC and ACCHD offices establish.

Administrator

Chairman of the Board

Subject: WIC Contingency Plan for Certifying Authority

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) WIC department, establishes a contingency plan for Certifying Authority (CA) staff. WIC will ensure more than one CA is staffed to prevent a delay or break of services towards clients on a daily basis.

Administrator

Chairman of the Board

Subject: WIC Extension of Timeframes

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) WIC department will establish a guideline for extension of service timeframes. WIC has no extension of the 10-day processing time frame.

Administrator

Chairman of the Board

Subject: WIC Procedure for Issuing and Cleaning Multi-user Pumps

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) WIC Department establishes procedures for using multiuse pump to a participant.

When Issuing a Multi-User Pump to a Participant:

1. Train participant to assemble, use, and clean multi-user pump and collection kit, and teach participant to properly store human milk.
2. Review and complete each statement of the Multi-User Electric Breast Pump Loan Contract with the participant.
3. Sign the Multi-User Electric Breast Pump Loan Contract after training the participant.
4. Sign out the multi-user breast pump and, if needed, the collection kit, in the Texas MIS System.
5. Distribute a hard or electronic copy of the contract release to the participant.

When a Participant Returns a Multi-User Breast Pump to the Clinic:

1. Assess the pump for damage and check the case for all parts – DVD, Ice Packs, etc. upon return.
2. Provide the participant with a receipt stating the date the pump was returned.
3. Document pump return in the Texas MIS System
4. Plug the pump in and check the suction to ensure it is in working order.
5. Thoroughly clean the pump prior to issuing it to another participant.

Cleaning the Multi-User Breast Pump

1. Unsnap the piston by pulling up and “twisting” and clean the pump.
2. Sanitize the entire breast pump with CaviCide or other disinfectant.
3. Use a toothbrush or something comparable to scrub inside the cracks.
4. Wipe the black cord with CaviCide or other disinfectant.

Cleaning the Breast Pump Bag

*In lieu of staff cleaning bags, our LA sends breast pump bags to the cleaners every time the pump is returned. If we did not send to the cleaners, we would follow the following procedures:

1. Wipe the black cord with CaviCide or other disinfectant.

2. Spray the inside and outside of the bag with CaviCide or other disinfectant.
3. Use a moist rag to wipe out the entire bag.
4. Scrub bag with a cleaning brush.
5. Allow the bag to air dry.
6. If the bag smells bad, it may be necessary to clean it with vinegar.

Administrator

Chairman of the Board

Subject: WIC Procedure for Proof of Identity

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) WIC department will not accept documents other than those listed in the state policy manual CS:5.0.

Administrator

Chairman of the Board

Subject: WIC Transfer of Record Procedure

Effective Date:

Supersedes: January 26, 2006, July 19, 2000

Policy: Angelina County & Cities Health District (ACCHD) WIC Department establishes procedures for WIC transfer of records. The following method will be used in transferring charts from one office to another WIC office:

1. When charts are pulled from one site's files to take to another site, a colored jacket which has "Transfer" on the tab will be left to hold the place of the chart. Inside the jacket will be a form on which the client's name, check out date, and initials of staff member who checked it out will be written.
2. The chart will be put in the laptop computer bag so that it can be carried to the new site, and the colored family jacket will be left in the place where the chart was. Because the Foxfire reports used to generate names for records review sometimes have names of clients who have transferred to another site, leaving the transfer-colored jacket in place for at least one year. This will help us to know why a chart is missing when we do record review.
3. The laptop computer bag will be kept in the file room of the Lufkin clinic when not in use so that the charts in it will be secure and kept confidential. The charts will be left in the bag in transit and will be in the physical custody of the staff or always locked in the vehicle.

Administrator

Chairman of the Board

Subject: Pharmacy Class D Compliance

Effective Date:

Supersedes: May 6, 2019

Policy: Angelina County & Cities Health District (ACCHD) ensures pharmacy operations follow TSBP RULE 291.93 (6) Provision (B) at the time of initial provision.

Non-Compliance with this Rule Could Result in:

1. A violation by TSBP could result in a fine, imposed on the Clinic and Pharmacist-In-Charge ranging from \$2500 up to \$5000 As determined by TSBP.
2. Losing the right to an Expanded Formulary for the Class D Clinic Pharmacy and with repeated Offenses closing of the Class D Clinic Pharmacy.
3. Potential harmful effect to the patient resulting in Liability issues for the clinic, provider and pharmacist, etc.

Remaining in Compliance:

The following processes need to remain in compliance (Refer to the P & P Manuel on Security):

1. A provider shall provide verbal and written information to the patient or patients agent on the side effects, interactions, and precautions concerning the medication provided and the following:
 - a. Provide both verbal and written information to the patient for all new prescriptions.
 - b. TSBP defines a "A new prescription" as any prescription given a new RX number regardless of whether the patient was provided the prescription previously. This rule does not apply to refills.
2. Complete an annual inventory before the end of the last day of the fiscal year.
3. Do not accept donations from unused suppliers or from clients.
4. Maintain and update the list of Authorized users.
5. Maintain and update the List of Personnel with Authorized Access to the Pharmacy
6. Maintain and update policies and procedures for providing medications to ACCHD clients.
7. Do not leave unattended drugs in any area.
8. Ensure pharmacy doors are always properly closed/secure.
9. Ensure storage of pharmacy files is readily accessible for 2 years.
10. Maintain a contract and or agreement between the clinic and PIC to provide pharmacy.
11. A contract and/or agreement must exist between the clinic and pharmacist in charge (PIC) to provide pharmacy services as per TSBP Laws.

12. Drug references must be available. I.E for accessing electronic drug references must be placed on laptops and computer.
13. Annual review of TSBP new rules and regulations to protect public health and safety of patients.
14. Staying in compliance with these new rules, regulations, policies and procedures.
15. Update ACCHD policies and procedures in order to remain compliant with TSBP (See Item (6) Provision (B) At the time of initial provision).
16. Method for obtaining or printing patient education information sheets by either purchasing new pharmacy software capable of printing patient Information sheets or copying patient education sheets provided by the pharmacist.
17. Inservice clinic staff on new policy and procedure for Provision of Medications.
18. Special Orders are logged and labeled and checked by RPH before providing them with clients.
19. Records of prepackaging shall be maintained according to rules.
20. Labeling for provision of drugs and/or devices in an original manufacturer's container.
21. Drugs and/or devices in an original manufacturer's container may be labeled by a pharmacist in a pharmacy licensed by the board.
22. The pharmacy shall maintain and use adequate storage or shipment containers and use shipping processes to ensure drug stability and potency. Such shipping processes shall include the use of appropriate packaging material and/or devices to ensure that the drug is maintained at an appropriate temperature range to maintain the integrity of the medication throughout the delivery process.
23. The pharmacy shall use a delivery system which is designed to ensure that the drugs are delivered to the appropriate patient.
24. The provision of drugs or devices shall be under the continuous supervision of a pharmacist according to standing delegation orders or standing medical orders and in accordance with written policies and procedures.
25. Only drugs and/or devices listed in the clinic formulary maybe provided.
26. Pharmacy and therapeutics committee: The clinic pharmacy shall have a pharmacy and therapeutics committee, which shall be composed of at least three persons and shall include the pharmacist-in charge, the medical director of the clinic, and a person who is responsible for provision of drugs.
27. The pharmacy and therapeutics committee shall develop the policy and procedure manual.
28. The pharmacy and therapeutics committee shall meet at least annually too:
 - a. review and update the policy and procedure manual.
 - b. review the retrospective drug utilization review reports submitted by the pharmacist-in-charge if the clinic pharmacy has an expanded formulary.

Administrator

Chairman of the Board

Subject: Licensing and Registration

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures and guidelines for Licensing and Registration. The clinic pharmacy shall possess a current license to operate from the Texas State Board of Pharmacy. The clinic pharmacy will possess a policy and procedure manual, which includes the formulary, and present the manual to the Texas State Board of Pharmacy upon request. The clinic pharmacy will notify the Texas State Board of Pharmacy in writing of any change in name, pharmacist-in-charge, or location within 10 days. The clinic pharmacy has applied for Expanded Class D - and been granted that status. The following additional requirements apply:

1. Supportive personnel who are providing drugs shall be licensed nurses or physician assistants.
2. The pharmacist-in-charge shall make on-site visits to the clinic at least monthly.

Administrator

Chairman of the Board

Subject: Normal Pharmacy Operations and Emergency Operations

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes guidelines for normal pharmacy operations functions and responsibilities and operations during emergencies. Supportive personnel shall have the necessary background, education and training necessary to support the operations of the pharmacy department. Pharmacy personnel must be qualified for a role/responsibility within the pharmacy department.

Equipment and Supplies

The Clinic pharmacy shall maintain the following equipment and supplies:

1. A computer system enabled to assist with label making, labels, inventory, patient education information sheets (drug information sheets) and any other reports necessary to comply with TSBP regulations.
2. Other Equipment:
 - a. Office supplies such as: Pens, pencils, paper bags.
 - b. Comfortable and appropriate lighting.
 - c. Desk, adequate counter space and shelving,
 - d. Adequate supply of child resistant, moisture proof vials and containers or bottles.
 - e. Adequate identifying labels, auxiliary labels for prescriptions.
 - f. A refrigerator.
 - g. A counting tray with spatula and latex gloves.
 - h. A telephone and fax machine and any other equipment necessary to perform daily functions.
 - i. Necessary are cleaning supplies including 70% isopropyl alcohol for disinfection, antibacterial soap, paper towels.
 - j. PPE such as facial masks.
 - k. Trash can.
 - l. Label maker.
 - m. Zip-lock bags
 - n. Utility cart.
3. Organization Equipment: (also see P & Pon Pharmacy Sanitation/Organization) such as:

- a. Adequate space inside pharmacy for re-packaging, storage, and dispensing purposes.
- b. Baskets (bins) to separate expired/contaminated drugs and drugs requiring corrections/re-labeling from active stock.
- c. Mailbox for PIC and Bulletin Board for communication purposes.
- d. Receiving Baskets for PAP meds, Baskets (Bins) to store and separate medications to prevent confusion and errors.
- e. Labels for Baskets (Bins) and pharmacy shelves.

Pharmacy Personnel Duties Include:

1. Provision of drugs and /or devices, by licensed personnel, under the continuous supervision of a pharmacist according to standing delegation orders or standing medical orders.
2. Follow and abide by the written policies and procedures for pharmacy department and ACCHD.
3. Must be able to provide patient counseling by knowledgeable licensed personnel in regard to any prescription medication or device.
4. Must be able to follow instructions under the direct supervision of a pharmacist with the pharmacist conducting in-process and final checks and affixing his signature to the appropriate quality control records.
5. Maintain inventories of drugs and/or devices.
6. Maintain pharmacy records.
7. The Senior Clinician will be responsible for the day-to-day pharmacy related operation of the clinic.
8. Pharmacy supportive personnel are under the day-to-day direct supervision of the Administrator and Senior Clinician.

Emergency Operations

1. PANDEMICS are defined as a disease that affects the global Population and are caused by new infectious agents such as bacteria or viruses that spread quickly: (example COVID).
2. DISASTERS are defined as a sudden event such as an accident or natural catastrophe, that causes great damage or the loss of life. (examples- tornado, hurricane, flooding or blizzard).

Procedure:

1. The Administrator at the clinic shall NOTIFY the Pharmacist-In-Charge of the event:
 - a. Inform the PIC of the changes in policies and procedures as well of the issues and problems Involved.
 - b. The closing of the clinic and/or pharmacy or Reduced hours of operation.

2. The health, safety, and welfare of the clients as well Of the employees are of utmost importance.
3. Normal operations of the clinic and Pharmacy May be affected during this event.
4. Meetings and In-services may be temporally postponed.
5. The PIC may temporally postpone the annual P & T Committee meetings and staff in-services. The PIC may hold meetings and in-services By the following methods:
 - a. Via virtual
 - b. By e-mail
 - c. Hardcopy distribution
6. The Pharmacy department shall continue to provide medications to the clients if possible.
7. The Pharmacy department shall comply with Texas State Board of Pharmacy regulations during a pandemic or disaster As outlined by the Governor laws.

Administrator

Chairman of the Board

Subject: Licensing and Registration

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures and guidelines for Licensing and Registration. The clinic pharmacy shall possess a current license to operate from the Texas State Board of Pharmacy. The clinic pharmacy will possess a policy and procedure manual, which includes the formulary, and present the manual to the Texas State Board of Pharmacy upon request. The clinic pharmacy will notify the Texas State Board of Pharmacy in writing of any change in name, pharmacist-in-charge, or location within 10 days. The clinic pharmacy has applied for Expanded Class D - and been granted that status. The following additional requirements apply:

1. Supportive personnel who are providing drugs shall be licensed nurses or physician assistants.
2. The pharmacist-in-charge shall make on-site visits to the clinic at least monthly.

Administrator

Chairman of the Board

Subject: Pharmacy Inventory Procedures

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) provides guidelines on pharmacy inventory procedures. An Inventory of all drugs and devices shall be conducted at least annually, when there is a change of name, ownership, location and Pharmacist in charge (PIC), and permanent closure of pharmacy services. The last 2 current inventories shall be kept on file in the pharmacy as required by law. Previous inventories may be kept at another location (storage) if necessary and saved for 10 years

Procedure: Inventory procedures shall include the following processes:

- a. Start time and end time of inventory process.
- b. Name of pharmacy personnel taking inventory.
- c. Quantities counted of each drug /device.
- d. Signature of PIC.
- e. Notarized inventory reports when required by law.

Administrator

Chairman of the Board

Subject: Drug Recall

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) established procedures for drug recall. Drug Recalls can be monitored by going to the FDA/Drug Recall site.

Drug Recall: occurs when a prescription or over-the-counter medicine is removed from the market due to multiple factors such as:

- a. Defective ingredients or drug
- b. Potentially harmful.
- c. Manufacturers voluntarily recalling the drug.

Types of Drug Recalls

- a. Class I Recalls: indicate that exposure and/or consumption of the drug will lead to adverse health effects or death. This classification is considered the most serious. Drug may contain a toxin public health may be impacted.
- b. Class II Recalls: refer to drugs that induce temporary and/or medically reversible health effects and indicate a short-term health issue and only have a slight chance to cause harm.
- c. Class III Recalls: are the least serious and indicate minor defects or errors that are unlikely to cause harm.

Procedure for Drug Recall

1. Drug Recalls are monitored by the Pharmacist-In-Charge (PIC) and pharmacy staff.
2. Three methods shall be used to monitor the Drug Recalls.
3. Drug Recalls are listed behind the Morris & Dickson (Wholesaler) invoices.
4. Drug recalls shall be checked by the pharmacy staff each time a Morris & Dickson or other vendor order is received.
5. Any recalled drug shall be removed from the pharmacy stock and placed in the Recall Box along with the recall notice.
6. PIC shall be notified of such recall, and the pharmacy staff shall take the appropriate actions to return the recalled drug.
7. PIC shall monitor the Drug Recalls and bring the Recall Notices to the pharmacy clinic.

8. Drug Recalls shall be checked by the pharmacy staff each time the recall notices are brought or faxed to the clinic by the PIC.
9. The PIC shall be notified of the drug recall, and the pharmacy staff shall take the appropriate actions to return the Recalled Drug.

Administrator

Chairman of the Board

Subject: Drug Storage

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures for safe drug storage. Drugs and/or devices which bear the words "Caution, Federal Law Prohibits Dispensing" shall be stored in secured areas. All drugs shall be stored at the proper temperatures, as defined by the following terms:

1. A refrigerator temperature log shall be maintained for all refrigerators containing medications.
2. Cold: a refrigerator in which the temperature is maintained between 36 degrees and 46 degrees F.
3. A freezer in which the temperature is maintained between -4 degrees .and 14 degrees F.
4. A daily temperature log shall be maintained, for the refrigerator / freezer.
5. Cool: any temperature between 46 degrees and 59 degrees F.
6. Room temperature: the temperature prevailing in the working area.
7. Protect from freezing.
8. Any drug and/or device bearing an expiration date may not be provided, dispensed or administered beyond the expiration date of the drug and/or device.
9. Out dated drugs or Expired Drugs: shall be removed from stock and shall be quarantine together until such drugs and/or devices are disposed.
10. Controlled substances may not be stored at the clinic pharmacy.
11. Samples shall not be stored in the clinic pharmacy.

Administrator

Chairman of the Board

Subject: Contaminated Drugs

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes guidelines for drug safety. Contaminated drugs are any drugs not suitable for human consumption. Unsafe handling or storage of drugs can lead to contamination or compromise of drug integrity. ACCHD ensures staff are properly trained on safety practices while handling and storing drugs. Any drug dropped on the floor or countertop, exposed to water or excessive heat, not stored properly, expired or recalled should not be dispensed to patients and should be removed from storage. Proper logs need to be completed for inventory purposes.

Procedure:

1. All drugs should be stored in the recommended temperature and humidity-controlled environment (See Drug Storage Policy).
2. Contaminated drugs shall be sequestered from active Pharmacy stock and placed in Ziplock bag with the name/strength of the drug along with the date/initials and disposed of according to Destruction Procedures of clinic.

Administrator

Chairman of the Board

Subject: Correct Labeling of Medication

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures for drug labels with efforts to ensure safe medication dispensing.

Procedure:

I. A label for the drug must contain:

- a. Drug name
- b. Dosage form: i.e. tablet, capsule, caplet, lozenge, granules, syrup, elixir, liquid, emulsion, suspension, solution, suppository, enema, cream, ointment, powder, gel, foam, paste, lotion, liniment, spray, injection, inhaler, etc.
- c. Route of administration

1. Oral Preparations (by mouth):

- a. Proper labeling for tablet: Take one tablet by mouth 3 times a day. Ex: Lisinopril tabs. For tablets or capsules, label must indicate the following:
 - Long-acting (LA) EX: Cardizem LA
 - Extended release (ER) or (XR)-Effexor XR
 - Controlled release (CD) EX: Cardizem CD
 - Sustained release (SR) EX: Wellbutrin SR
 - Delayed release (DR} EX: Depakote DR
- b. Proper labeling for Oral liquid: Take one teaspoonful by mouth 3 times a day or Take 5ml by mouth three times a day. Ex: Tussin DM syrup.
- c. Proper labeling of Oral Powder for Reconstitution (Must be diluted with water before dispensing). Ex: Amoxicillin Suspension-Take one teaspoonful BY MOUTH 3 TIMES A DAY FOR 10 DAYS ** LABEL SHAKE WELL AND KEEP IN REFRIGERATOR**EXPIRES IN 14 DAYS OR Ex: Zithromax Oral Suspension-** LABEL SHAKE WELL** DO NOT REFRIGERATE** EXPIRES IN 10 DAYS**

- d. Proper labeling for a sublingual (under the tongue) (SL) tablet-Place one tablet under the tongue every 5 minutes X 3, if no relief call 911. Ex: Nitrostat (Nitroglycerin) tabs.
 - e. Proper labeling of chewable tablets: Chew and swallow 1 tablet daily. EX: Singular chewable 5mg tablets.
 - f. Proper labeling of oral disintegrating tablets (ODT) or lozenge: Dissolve one tablet on the tongue daily. Ex: Zyprexa Zydis tabs
 - g. Proper labeling of a powder: Mix grams of powder with 4 to 6oz. of water or juice. Ex: Cholestyramine (Questran) powder.
 - h. Oral Mouth Rinses labeling: (mouthwash): Swish and spit 15ml for 30 secs Ex: CHLORHEXIDENE ORAL RINSE (Peridex).
- 2. Topical Preparations (Preparation)**
- a. Proper labeling for creams, ointments, lotions, gels, etc: Apply to affected area externally (topically) 3 times a day. Ex: Hydrocortisone 1% cream
 - b. Rectal preparations: Proper labeling for rectal suppository: Unwrap and Insert one suppository rectally every 6 hours as needed for nausea and vomiting. Ex: Phenergan Rectal Suppository
- 3. Proper Labeling for Rectal Cream:**
- a. Insert twice a day Ex: Anusol HC Rectal cream.
- 4. Proper labeling of vaginal creams preparation**
- a. Insert one applicator vaginally at bedtime. Ex: Premarin Vag. Cr.
- 5. Proper Labeling for Subcutaneous (SQ) Injection Preparations (under the skin).**
- Ex. Inject 10 units under the skin daily.
- 6. Proper labeling for Intramuscular Injection (IM):**
- Ex. Inject 25mg intramuscularly every 6 hours as needed for nausea and vomiting. Ex: Phenergan Inj 25mg EX: Depo-Provera 150mg Inj- Inject 150mg IM once Every 3 months.
- 7. Inhalation Preparations**
- a. Proper labeling For Inhalers: inhale 2 puffs every 4 to 6 Hours as needed for wheezing. Ex: ProAir HFA inhaler.
 - b. Proper labeling of inhalation solutions: Place one vial in the nebulizer and inhale every 4 to 6 hours as needed Ex: Albuterol inhalation Solution 0.083%
- 8. Ophthalmic PHTHALMIC Preparations (Eye):**
- a. Proper labeling of eye (ophthalmic) solutions: instill 1 drop in affected eye (s) daily Ex: Latanoprost 0.005% Ophth Solution.
 - b. Proper labeling of eye ointments- Apply a thin strip to lower eyelids 3 times a day. Ex: Neosporin Eye Ointment
- 9. OTIC Preparations (Ear)**
- a. Proper labeling of ear (otic) drops: Place 4 drops in affected ear (s) twice a day Ex: Ciprodex Otic Susp

10. Nose Preparations

- a. Proper labeling of nose sprays: Instill 1 spray in each Nostril twice a day

Ex: Flonase Nasal Spray

II. Strength of Medication

1. Proper labeling of a drug MUST include the strength i.e. mg, gm, % (percentage)

Ex: tablet or capsule strength is indicated in mg or gm.

Creams, ointments, inhalant solutions, eye or otic preparations are indicated in % (percentage) strength.

Administrator

Chairman of the Board

Subject: Auxiliary Labels

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures for auxiliary labels. Auxiliary labels or cautionary labels are necessary to ensure proper use of medications, safe administration, and storage of medications as well as preventing medication errors. The P&T Committee must approve the use of the following auxiliary labels.

The P&T Committee has approved the use of the following auxiliary labels:

1. Refrigerated labels:

EX: INSULINS AND ANY OTHER MEDICATIONS REQUIRING REFRIGERATION TO ENSURE PROPER STORAGE

2. Shake well and keep in Refrigerator labels:

EX: ANTIBIOTIC ORAL SUSPENSIONS I.E ORAL SUSPENSIONS RECONSTITUTED, AND ANY OTHER MEDICATIONS AS NECESSARY TO ENSURE PROPER USE, DOSAGE AND STORAGE

EX: ANY TYPE OF SUSPENSION I.E ORAL, TOPICAL, INJECTION, EYE, EAR , ETC. TO ENSURE PROPER DOSAGE AND USE

3. Do not use after --- date:

EX: ANY MEDICATION THAT HAS AN EXPIRATION DATE EARLIER THAN WHAT IS PRINTED ON LABEL I.E RECONSTITUTED ORAL ANTIBIOTIC SUSPENSIONS, INSULINS, ETC. TO ENSURE PROPER USAGE OF MEDICATIONS

Administrator

Chairman of the Board

Subject: Drug Destruction

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures for drug destruction procedures. A pharmacist, or authorized staff, can dispose of "Stock" expired dangerous drugs (in the original manufacturer's container), if such dangerous drugs are destroyed in a manner to render the drugs unfit for human consumption and disposed of in compliance with all applicable state and federal requirements. Dangerous Drugs will be destroyed by placing in specifically provided biohazard container as provided, in red bag, and in Bio-Hazard Boxes and sealed.

A computer log is maintained that contains the following:

Date

Name and Strength of Drug

Quantity

Lot Number

Expiration Date

Administrator

Chairman of the Board

Subject: Drug Donation and Drug Procurement

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures for drug donations and drug procurement. Drug samples must comply with Title 21. Code of Federal Regulations

Drug Donation Program:

1. ACCHD qualifies as a "Charitable Medical Clinic "and participates in Pharmaceutical Manufacturer Patient Assistance Programs (PAP).
2. Patient Assistance Program (PAP):is sponsored by drug companies, doctors, patient advocacy organizations, and civic groups to help low-income uninsured patients get low-cost or free, brand-name drugs. Patients are qualified by ACCHD for specific:
 - a. Patient Assistance Programs: Patient eligibility is reviewed at each clinic visit for each Patient Assistance application and renewal.
 - b. PAP is a qualified program offered by a Pharmaceutical Manufacturer under which the manufacturer provides drugs to financially disadvantaged persons at no charge or a substantially reduced cost. This Not include the provision of a drug as part of a clinical trial.

Procedure: Donations to Charitable Medical Clinic ACCHD:

1. ACCHD Pharmacy will follow the regulations as set forth by the Department of State Health Services Texas Administration CODE RULE 229.22 Donations of unused drugs.
2. Pharmacy personnel shall check in all drug donations (PAP meds).
3. The PIC or pharmacist must sign and verify all donated drugs received.
4. A donated drug (PAP} shall not be dispensed to a patient until it has been examined by a pharmacist at the ACCHD to confirm that the donation record accurately describes the drug delivered, and to confirm in the pharmacist professional judgement that no drug is adulterated, or misbranded for any reason including but not limited to the following:
 - a. The drug is expired
 - b. Labeling has become mutilated, obscured or detached.
 - c. Drug has evidence of having been stored or shipped that adversely affects its stability, integrity or effectiveness

- d. Drug has been recalled or is no longer marketed.
 - e. Drug is contaminated, deteriorated, or adulterated.
5. Any donated drug (PAP) received by ACCHD with a dispensing label SHALL NOT BE RELABELED By the ACCHD. Relabeling or altering dispensed prescriptions is considered illegal or misbranding label in violation of statutory requirements, therefore ACCHD clinic can not take prescriptions already dispensed to other individuals into the ACCHD pharmacy as a donation.
 6. Donations of prescriptions from relatives or friends are not permitted, whether patient is deceased or alive.
 7. ACCHD will not dispense any drug that contains the following:
 - a. If drug packaging is compromised.
 - b. Drug is out of date or expired.
 - c. Labeling has become mutilated, obscured, or detached tom the drug.
 - d. Drug shows evidence of having been stored or shipped in unsafe conditions and stability, integrity, or effectiveness is in question.
 - e. Drug has been recalled or is no longer within the market.

Administrator

Chairman of the Board

Subject: Drug Procurement Purchasing, Ordering and Receiving

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures for drug procurement, ordering and receiving. Drugs are purchased FROM the wholesaler, Morris & Dickson Pharmaceutical Corporation, Shreveport, LA, and OTHER wholesalers when necessary.

Drug Purchasing and Receiving Procedure:

1. **Ordering:** The Clinical Director is responsible for ordering the drugs and other medications from the wholesaler for the ACCHD clinic. The least expensive AB-rated alternative generic shall be purchased.
2. **Receiving:**
 - a. Any medication ordered by the Pharmacy must be labeled and checked by the Pharmacist before providing it to the client. The medication (s) shall be sequestered from active pharmacy stock until checked by the Pharmacist for accuracy.
 - b. All medications requiring verification by the Pharmacist, NOT just a ONE bottle must be provided to the Pharmacist to check before placing in active stock. The Pharmacist shall sign the Pharmacy Log Report and invoice verifying accuracy that the Medication was checked.
 - c. Pharmacy personnel shall check in the orders and match the invoice with the drugs received. Any discrepancy shall be brought to the attention of Pharmacy Manager or Clinical Director. All invoices, packing slips, and receipts shall be signed and dated by the person checking in the drugs.
 - d. The PIC or pharmacist MUST sign and date all invoices, packing slips, and receipts for drugs, including PAP medications.
 - e. The drugs received shall be entered into the computer and labeled accordingly.
 - f. These drugs shall be set aside for final check by PIC or pharmacist before being released.
 - g. All drugs, labels and Medication Drug Logs (re-packaging) shall be checked and Verified by the PIC or pharmacist before placing into active pharmacy stock.

Administrator

Chairman of the Board

Subject: Drug Theft and Drug Diversion

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures for drug theft.

Drug Theft: is defined as possessing a legal drug without a prescription for personnel use by the unlawful taking or stealing of drugs from the rightful owner.

Drug Diversion: is defined as the illegal distribution or abuse of prescriptions drugs or their use for purposes not intended by the prescriber. Prescription drug diversion may occur at any time as prescription drugs are distributed from the manufacturer to the wholesaler ,to pharmacies, or to the patient.

In the event a drug theft or drug diversion should occur, the following procedures shall be implemented:

1. The employee discovering the incident shall immediately report this incident to their immediate Supervisor.
2. The Supervisor should have the employee fill out an Incident Report, and report it to Administration and the PIC.
3. An investigation of the Incident shall be conducted by Administration and the PIC to verify the validity of the incident.
4. The proper authorities (Police; shall be contacted if necessary.
5. The PIC shall follow the laws and regulations outlined by the Texas State Board of Pharmacy and DEA for drug theft and diversion.

Drug Theft and Diversion Prevention

1. Secure of pharmacy department and areas where drugs are stored.
2. Access to pharmacy should only by granted by essential personnel as authorized by Administrator and or Pharmacy Director.
3. All areas containing drugs should be always locked and secure.

Administrator

Chairman of the Board

Subject: Drug Error Reporting

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures for drug error reporting. All drug errors shall be reported immediately upon detection.

Procedure:

1. Near Miss Drug Reporting: These errors occur during the medication preparation and dispensing process BEFORE THE DRUG IS GIVEN TO THE PATIENT.
 - a. Near Miss Drug Errors are reported on the RPH Inspection Form.
2. Dispensing Drug Errors: These errors are detected AFTER THE DRUG HAS BEEN DISPENSED OR GIVEN TO THE PATIENT OR THEIR REPRESENTATIVE.
 - b. Reported on The Dispensing Error Reporting Form.
 - c. The person who detected the dispensing drug error shall immediately notify the Medical Director, Administrator, Prescriber, Pharmacist In Charge, Pharm Manager.
 - d. The person who detected the error shall fill out the Dispensing Drug Error Reporting Form.
 - e. The client shall be notified, and arrangements should be made with the client to replace and pick up the prescription.
 - f. The person involved in the drug error shall be notified and counseled.
 - g. Follow up with the Client is documented.
 - h. Any additional intervention necessary is implemented.
 - i. Outcome is documented

Administrator

Chairman of the Board

Subject: Drug Packaging, Repackaging and Labeling

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures for drug packaging, repackaging and labeling. This policy is in place not only to provide protection for the employee but also to provide protection for the patient as well i.e. sanitation/cross contamination /allergy prevention. Drugs may be repackaged and labeled for provision in the clinic pharmacy such as:

1. Repackaging shall be performed by a pharmacist or supportive personnel and shall be for the use of the clinic and clinic patients.
2. Drugs must be repackaged in suitable containers, child resistant, amber-colored, moisture proof vials and containers and/or bottles.
3. All drugs and/ or devices are logged on appropriate log sheets and checked and released by the pharmacist-in-charge.
4. The label of the prepackaged unit shall bear:
 - a. The name
 - b. address and phone number of the clinic
 - c. The name and strength of the drug
 - d. Name of manufacturer
 - e. Lot number
 - f. Expiration date
 - g. Quantity
 - h. Rx number (control number)
 - i. Directions for use shall be completed by practitioners, pharmacists, and licensed nurses
 - j. Appropriate auxiliary labels.
5. Drugs and/ or devices in an original manufacturer's container or re-packaged in smaller quantities may be labeled by supportive personnel, logged on appropriate log sheets and quarantined together until checked and released by the pharmacist-in-charge.
6. Gloves are required when pre-packaging or re-packaging medications

7. Drugs can be placed in smaller quantities from the manufacturers' bottle into another container. (refer to policy and procedure on handling hazardous drugs) and during clean-up.
8. The countertop and counting tray shall be cleaned and sanitized with 70% isopropyl alcohol prior to re-packaging each different drug entity and following each use.
9. If any medication happens to drop on the floor or countertop, it shall be considered contaminated i.e. not suitable for human consumption and the person responsible shall place the contaminated drug in a Zip-lock bag with the name/strength of the drug along with the date and initials.
10. The person shall document the Destruction Form (drug name/strength, date, initials and reason) and place it in the Expired/Outdated Bin.
11. Medications requiring corrections or re-labeling change shall be sequestered from active pharmacy stock until proper labeling changes are corrected and complete.
12. A new pharmacy log must be generated, and the pharmacist must approve the changes or corrections before the medications can be released and used.
13. The pharmacist shall document the WEEKLY INSPECTION FORMS the corrections and changes needed.

Administrator

Chairman of the Board

Subject: Drug Requiring Special Monitoring

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures for drugs that require special monitoring. The pharmacist-in-charge and the Medical Director shall be responsible for establishing guidelines for the monitoring of the following drugs:

1. Beta-Blockers: Do not abruptly stop drug, monitor blood pressure and heart rate, and follow-up as determined by practitioner. Administration of Beta-blockers Per Texas State Board of Pharmacy in an approved clinical setting and under the supervision of the Medical Director.
2. Health District clinicians will administer Beta-blockers to clients in an approved clinical manner under the supervision of the medical director.
3. Diabetic Drugs: Monitor blood glucose, kidney function, diet, etc. Obtain appropriate labs, such as fasting blood glucose, A1C, creatinine and home glucose monitoring kit. Follow-up as determined by practitioner (Insulin and Oral Hypoglycemics).
4. Drug Levels: Monitor drug levels to obtain therapeutic effect, avoid toxic effects, and drugs with narrow therapeutic range. Follow-up as determined by practitioner. These may include but are not limited to the following:
 - a. Carbamazepine (Tegretol)
 - b. Gabapentin (Neurontin)
 - c. Primidone (Mysoline)
 - d. Valproic Acid (Depakene)
 - e. Propranolol (Inderal)
 - f. Lithium (Lithobid, Eskalith)
 - g. Aminoglycosides (Amikacin, Gentamicin, Tobramycin)
 - h. Phenytoin (Dilantin)
 - i. Digoxin (Lanoxin)
 - j. Divalproex DR, ER (Depakote)
5. ACE -Inhibitors and ARBs-Monitor Serum Potassium. These require monitoring of :
 - a. Serum Creatinine and BUN
 - b. Blood pressure
6. Blood Pressure Drugs. Monitor:

- a. Blood pressure
 - b. Side effects, and compliance
 - c. Follow-up as determined by practitioner
7. Antipsychotic Drugs. Monitor:
- a. extrapyramidal side effects
 - b. levels if appropriate
 - c. Compliance
 - d. FLP
 - e. Hemoglobin, A1C every 6 months
 - f. FOLLOW-UP AT LEAST YEARLY
8. Antidepressants.: SSRIs and SNR's:
- a. Do not abruptly stop medication
 - b. taper over several weeks to a month to discontinue.
 - c. Monitor electrolytes
 - d. Bone density
 - e. EKG (QT prolongation)
 - f. Weight gain or loss
 - g. Growth
 - h. Suicidal thoughts.

SSRI's: Celexa, Prozac, Paxil. Lexapro, Zoloft, Luvox, Viibryd. SNR's: Pristiq, Cymbalta, Savella, Fetzima, Effexor.

9. Biphosphonates (Calcium regulators): Alendronate (Fosamax], Ibandronate (Boniva).
Monitor:
- a. Calcium levels
 - b. Bone mineral density
 - c. Periodic dental exams
 - d. Renal function
 - e. Hb
 - f. Separate from food by at least 30 minutes.
 - g. Follow-up as determined by practitioner.
10. Anti-coagulants; Warfarin (Coumadin), Monitor:
- a. PTs.
 - b. INR,
 - c. diet.
 - d. bleeding.
 - e. Counsel on diet. S
 - f. ide effects.
 - g. drug interactions,
 - h. and at least every4 weeks
 - i. Follow-up as determined by physician.

Apixaban (Eliquis), Monito:

- a. Renal function (serum creatinine).

- b. CBC, bleeding.
- c. aPTT PT,
- d. Liver function tests.
- e. Follow-up as determined by practitioner.

Enoxaparin (Lovenox) Monitor:

- a. Anti-Factor Xa
- b. Bleeding
- c. CBC
- d. Platelet counts
- e. Stool occult
- f. Blood tests hemoglobin, hemocrit,
- g. Anti-factor Xa levels.
- h. Follow-up as determined by practitioner.

Examples of other Anticoagulants Pradaxa (Dabigatran), Xarelto (Rivaroxa

10. Anti-platelet: Clopidogrel (Plavix), Monitor:

- a. CBC
- b. Bleeding
- c. Avoid grapefruit
- d. Follow-up as determined by practitioner.
- e. Prasugrel (Effient)
- f. Monitor Hemoglobin, Hematocrit
- g. Bleeding
- h. Follow-up as determined by practitioner.

Cilostazol (Pletal), Monitor:

- a. Platelets
- b. WBC
- c. Cardiac symptoms
- d. Follow-up as determined by practitioner

11. Cardiac agents; Amiodarone (Cordarone), Monitor:

- a. Cardiac function
- b. Q-T interval
- c. ECG
- d. AV Block
- e. PFT
- f. LFTs
- g. CBC
- h. TSH
- i. Follow-up as determined by practitioner.

Digoxin (Lanoxin), Monitor:

- a. Cardiac function
- b. ECG
- c. Heart rate
- d. Pulse

- e. Rhythm
 - f. Serum creatinine
 - g. Potassium
 - h. Magnesium
 - i. Calcium and drug levels
 - j. Noncardiac signs
 - k. Oftotoxicity- Confusion, and depression
 - l. Follow up as determined by practitioner
12. Thyroid Drugs; Monitor:
- a. Thyroid function tests (TSH, Total and Free T4)
 - b. T3 for liothyronine. Examples: Levothyroxine, Propylthiouracil, Armour Thyroid
 - c. Follow-up as determined by practitioner
13. "Statins" (cholesterol lowering medications]; Monitor:
- a. LFTs, muscle issues
 - b. Diet
 - c. Follow- up as determined by practitioner every 6 -12 months
- Examples: Pravastatin, Simvastatin, Vytorin, Lovastatin, Rosuvastatin
14. Diuretics (NOT potassium sparing); Loop diuretics such as Furosemide (Lasix), Torsemide (Demadex], and Bumetanide (Bumex) and Thiazide diuretics such as Hydrochlorothiazide (HCTZ], Monitor:
- a. BMP
 - b. Potassium levels
 - c. blood pressure
 - d. Salt intake
 - e. Follow-up as determined by practitioner
15. Hepatitis-C (Harvoni, Viekira, Harvoni] Monitor Bilirubin, LFTs, Serum creatinine, Cardiac monitor:
- a. CBCs.
 - b. Follow-up as determined by practitioner
16. Epoetin Alfa (Proclit); Monitor:
- a. Hb weekly following initiation of therapy and after each dose
 - b. Serum ferritin and transferrin saturation before and during therapy
 - c. blood pressure regularly
 - d. Follow-up as determined by practitioner
17. Azathioprine (Imuran]; TPMT genotyping or phenotyping recommended, Monitor:
- a. CBC and Platelet counts
 - b. LFTs
 - c. Follow-up as determined by practitioner
18. Acetaminophen Monitor:

- a. LFTs every 3 months for does > 4 grams/day

19. Antifungals (Imidazoles systematic) Examples: Metronidazole, ketoconazole, Econazole)

Monitor:

- a. Concomitant drug use: Warfarin (PT/INR)
 - b. Phenytoin, (Serum levels)
 - c. Concomitant drug use: Sulfonylureas (FBG)
20. Urinary Anti-infectives Monitor:
- a. UA and C & S required within 30 days of starting therapy
21. Nitrofurantoin Monitor:
- a. Serum creatinine prior to initiation (DO NOT USE for CrCL < 60ml/min (SOM) or < 40mg/min
22. NSAIDs Monitor:
- a. CBC
 - b. Serum creatinine every 6 months Exception ASA 81mg daily Examples: ibuprofen, Naproxen, Diclofenac, Ketorlac, Meloxicam
23. Fibrates Monitor: CBC, LFTs every 6 months
24. Immunosuppressants- Tacrolimus Monitor:
- a. Renal function tests
 - b. Liver function tests
 - c. Serum electrolytes (magnesium, phosphorus, potassium, glucose and BP
 - d. Have patient monitor blood glucose at home
 - e. Monitor for infections and mental status for neurotoxicity
 - f. Monitor patients at risk for Q- T interval prolongation (ECG) and monitor weight due to GI side effects

Mycophenolate Follow:

- a. FDA REMS guidelines for monitoring
- b. The practitioner must complete and document training in the Mycophenolate REMS program BY CALLING 1-800-617-8191 OR website: www.mycophenolaterems.com Follow REMS guidelines for Training and monitoring as required by the FDA guidelines
- c. Any pregnancy during mycophenolate treatment or within 6 weeks following treatment discontinuation must be reported to The Mycophenolate Pregnancy Registry
- d. Prescribers must order and review pregnancy test for patients who may get pregnant prior to initiation of treatment ,8 to 10 days after starting treatment and during routine follow-up visits

- e. Each health care facility must designate a representative to complete the Center Training Confirmation Form acknowledging that health care providers have completed training through a centralized process at the center
- f. ALL practitioners including PAs, Medical Director, RNs, and Pharmacist are included

25. Antineoplastics- Imatinib:

- a. Use caution when fluid accumulation may be poorly tolerated (CHF, hypertension,) or with renal or hepatic impairment Monitor CBC
- b. Serum electrolytes
- c. LFTs, TFT
- d. renal function tests one regular basis.
- e. Monitor for Symptoms of hypothyroidism (fatigue, weight gain, dry hair/skin, constipation, Bradycardia, hypothermia) which can be preceded by mild thyrotoxicosis (palpitations, tachycardia, heat intolerance, frequent bowel movements, and eye lid retraction/lag.)
- f. Monitor weight and fluid status
- g. Monitor for hemorrhage
- h. Paresthesia
- i. Respiratory or CNS changes

Anastrozole(Armidex) monitor:

- a. Bone density at baseline and periodically
- b. Total cholesterol and LDL
- c. Pregnancy test prior to treatment
- d. Monitor adherence.
- e. Monitor Hyperlipidemia

Administrator

Chairman of the Board

Subject: Pharmacy Record Keeping

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures for record keeping within the pharmacy department. Original copies of internal prescriptions with dispensing information are grouped into batches and maintained by pharmacy personnel. Record keeping of applications/refills for Pharmacy Assistance Program will be kept by the Drug Recovery Clerks by month. Cost breakdown will be conducted monthly and kept in administration. Record keeping of Drug Procurement will be kept in the Purchasing Office. Original copies of Internal prescriptions with dispensing information are grouped into batches and maintained for 10 years or as dictated within the record keeping policy. All pharmacy records including inventories shall be maintained at the pharmacy clinic for inspection by the State & Federal agencies, State board requires such as be kept for 2 years and readily available. Records greater than 2years old maybe kept at an alternate location (storage) and maintained for 10 years. Record Keeping will be conducted as written in the following policies:

- a. Dispensing & Provision
- b. Packaging & Repackaging Drug Destruction

Administrator

Chairman of the Board

Subject: Pharmacy Security

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures for pharmacy security. Only authorized personnel may have access to storage areas for drugs and/ or devices. All storage areas for drugs and/ or devices shall be locked, to prevent access by unauthorized personnel. The Pharmacist-in-Charge, Senior Clinician, and Administrator shall be responsible for the security of all storage areas for drugs and/ or devices marked as "RX" only or otherwise dispensed pursuant to a physician order and provisions for adequate safeguards against theft or diversion of drugs and devices, and records for such drugs and devices. Only authorized personnel with access to the pharmacy may enter the pharmacy. The list of authorized personnel who may have access to the pharmacy shall be changed each time personnel leave employment. The pharmacy will remain locked at all times which also includes during normal hours of business. Keep the Pharmacy Door Closed and Locked at all times to prevent entry from unauthorized personnel or clients. NO FOOD OR DRINK allowed in the pharmacy. A SIGN shall be posted on the Pharmacy Door stating the above information. MEDICATIONS shall only be REMOVED from the pharmacy to be dispensed DIRECTLY to an ACCHD CLIENT. Any exceptions to this policy must be approved by the P & T committee and Adequate safeguards against theft or diversion must be in place.

Administrator

Chairman of the Board

Subject: Pharmacy Sanitation and Organization

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures for pharmacy sanitation and organization. The clinic pharmacy shall have a designated area for the storage of drugs and/or devices. Standards of practice include but are not limited to the following:

1. Pharmacy operations and environment must always be kept clean and sanitary to ensure the health, safety, and welfare of the public.
2. The pharmacy shall be maintained organized and clutter-free conditions and housekeeping activities will be supervised by a member of the supportive personnel.
3. A sink with hot and cold running water is available in each exam room in the primary care/ pharmacy area.
4. There shall be no items, equipment, or supplies that are not necessary for pharmacy dispensing or prescription processing stored within the pharmacy department. (i.e. Christmas decorations, plates, FOOD, DRINKS, or other extraneous paraphernalia)
5. There shall be adequate space inside the pharmacy for re-packaging, storage and dispensing purposes.
6. There should be baskets or bins to separate expired or contaminated drugs and drugs requiring corrections, relabeling from active stock.
7. There must be a mailbox for the pharmacist in charge for communication purposes.
8. There must be a bulletin board for communication purposes.
9. There must be a receiving basket for PAP medications, etc.
10. There must be baskets/bins labeled with the drug name and strength to separate drugs and prevent confusion and medication errors.
11. Labeled pharmacy shelves to prevent confusion and medication errors.

Administrator

Chairman of the Board

Subject: Drug Expiration and Procedure

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures and guidelines for expiring drugs. No drugs will be accepted back into stock after they have left the pharmacy.

Expired or Outdated Drugs

1. The pharmacy personnel shall check MONTHLY for outdated drugs.
2. A computer log of drugs expiring in the current month will be printed out.
3. Any expired/outdated drugs shall be pulled from stock and quarantined together in the box labeled "Expired Drugg", until such drugs are disposed of.
4. The pharmacy personnel checking the outdates monthly shall verify they did so by signing the Expired Drug Form.
5. The Pharmacist in Charge (PIC) shall sign the Expired Drug Form to verify outdates were checked for the month.
6. Any expired drugs removed from stock shall be taken off the inventory.

Expiration Date on Packaged and Re-Packaged Medication

1. ORIGINAL MANUFACTURER STOCK BOTTLE: Medications dispensed in the original Manufacturing package or container (bottle) shall adhere to the manufacturer expiration date on the package or container (bottle) until dispensed then the expiration on the prescription bottle will be changed to 1 year.
2. RE-PACKAGED MEDICATION: Re-packaged Medication is defined as opening the Original Manufacturer Stock bottle and taking out a Specific quantity of medication to place in a Prescription bottle or container. The expiration date on the re-packaged bottle shall be 1 year from the date it was re-packaged. The appropriate information as required for re-packaging Medication shall include manufacturer lot number and Name, clinic's re-packaging number, quantity etc.

Administrator

Chairman of the Board

Subject: Pharmacy Quality Assurance and Retrospective Pharmacy Review

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures Retrospective Drug Regimen Review. The Pharmacist-In-Charge shall conduct retrospective drug regimen reviews of a random sample of patients of the clinic on at least a quarterly basis. The Pharmacist-In-Charge shall be responsible for:

1. Ensuring the completion of a report regarding the drug regimen review, number of patients reviewed is submitted to the clinic's medical director and the pharmacy and therapeutics committee of the clinic.
2. The pharmacist, when performing retrospective drug regimen reviews shall evaluate medication orders and patient medication records for:
 - a. Allergies
 - b. Rational therapy (contraindications)
 - c. Reasonable dose and route of administration
 - d. Duplicate therapy
 - e. Drug interactions
 - f. Adverse drug reactions
 - g. Proper utilization and lab results.
3. If any discrepancies are found, a letter of recommendation shall be sent to treating/prescribing provider, explaining the discrepancy or concern found when reviewing the patient's record and drug regimen. The practitioner shall respond to the letter and return it to the PIC (leave In the PIC mailbox located in the Administration conference room). THE LETTER OF RECOMMENDATIONS SHALL BE KEPT ON FILE WITH THE DRUG REVIEWS AFTER COMPLETION BY PRACTITIONER.

Administrator

Chairman of the Board

Subject: Pharmacy Staff Training

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes guidelines for the training of pharmacy staff. The Pharmacist in Charge (PIC) at ACCHD will conduct in-service training at LEAST ANNUALLY for Supportive personnel who assist in the pharmacy department. Training should related to actions, contraindications, adverse reactions, storage, processes, policies and any topic that is relevant to the pharmacy department, pharmacology of drugs contained in the formulary and new policies and procedures implemented to comply with TSBP regulations. Each employee shall sign the in-service Training Record that they attended the in-service.

Administrator

Chairman of the Board

Subject: Drug Information and Patient Education

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures and guidelines for patient education and drug information. Patient Education Sheets shall be maintained by the clinic. The clinic shall be responsible for maintaining an adequate supply of Patient Education Sheets. The Patient Education sheets shall be kept in alphabetized files and located in one of the following areas:

- a. The Clinical Director's Office or Practitioner's Office.
- b. The Nursing Station.
- c. The pharmacy department besides the corresponding drug and /or in alphabetized files in the pharmacy.
- d. A master copy of all Patient Education sheets shall be kept in a notebook located in the Pharmacy or Administration office for Copying purposes only.
- e. Patient Education Sheets must be provided for ALL NEW prescriptions given to the client.

Administrator

Chairman of the Board

Subject: Medication Errors

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures and guidelines for medication errors. A medication error is defined as preventable event that may cause or lead, to inappropriate medication use or patient harm while the medication is in the control of the healthcare professional, patient, or consumer. According to the National Coordinating Council for Medication Error Reporting.

Types of Medication Errors:

1. Prescribing faults
2. Unauthorized drug
3. Wrong drug
4. Prescription errors
5. Transcription errors
6. Dispensing errors
7. Administration errors I.e. Giving the drug to the wrong patient.
8. Omission of Items
9. Drug name confusion
10. Wrong label
11. Wrong dose
12. Wrong strength
13. Wrong route
14. Wrong administration instructions
15. Wrong quantity
16. Wrong expiration date or beyond use date
17. Drug expires before patient has used up supply

Dispensing Errors: A dispensing error is a discrepancy between prescription and the medicine that the pharmacy delivers to the patient on the basis of the prescription, including the dispensing of the wrong drug, wrong quality, wrong label, wrong instructions, wrong client name or identification, wrong expiration date and more. A dispensing error is one that is detected after the drug has been dispensed.

Types of Dispensing Errors:

1. Directions

2. Wrong directions on label
3. No directions for storage i.e. Keep refrigerated
4. Directions omitted
 No Special Directions i.e. Shake Well
5. Confusing directions
6. Labeling
7. Wrong patient Name
8. Wrong prescriber Name
9. Wrong Date
10. No Necessary Auxiliary Labels
11. Label placed on top of another label

**** All DISPENSING ERRORS (DETECTED AFTER THE DRUG WAS GIVEN TO THE PATIENT) MUST BE REPORTED USING THE "The Dispensing Error Reporting Form" and the Policy and Procedure MUST be strictly adhered to.**

Administrator

Chairman of the Board

Subject: Pharmacy Formulary

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures Pharmacy Formulary. The ACCHD CLINIC Pharmacy shall have a formulary which lists all drugs and devices that are administrated, dispensed or provided by the clinic. The formulary shall be limited to the following:

- a. Anti-infective drugs
- b. Musculoskeletal drugs
- c. Vitamins
- d. Ob/Gyn drugs and devices
- e. Topical drugs
- f. Serums
- g. Toxoids
- h. Vaccines.

THE FORMULARY SHALL NOT CONTAIN : Nubain, drugs used for erectile dysfunction, and Controlled substances.

EXPANDED FORMULARY: The ACCHD CLINIC Pharmacy has been approved for an expanded formulary. Drugs and devices may only be provided to the patients of the clinic. 80% or more of the patients must be indigent to petition for an Expanded Formulary and the petition resubmitted every 2 years with the renewal of the pharmacy license. Only the drugs listed on the Expanded Formulary shall be provided to the patients. If the Class D pharmacy wishes to add additional drugs to the expanded formulary, the pharmacy shall petition the Pharmacy Board in writing PRIOR TO ADDING SUCH DRUGS TO THE FORMULARY.

Administrator

Chairman of the Board

Subject: Pharmacy Library

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures for pharmacy references materials. The following references shall be maintained at the ACCHD Pharmacy Clinic in electronic format or hard copy:

CURRENT COPIES:

- a. Texas Pharmacy Act and Rules
- b. Texas Dangerous Drug Act

CURRENT COPIES OF AT LEAST 2 OF THE FOLLOWING:

- a. Facts and Comparisons
- b. PDR
- c. Drug Interactions
- d. Micromedex Drug Reference
- e. Toxicology, Pharmacology, or references pertinent to the major functions of the clinic

ELECTRONIC

- a. Texas Pharmacy Act and Rules, and Texas Dangerous Drug Act:
*Unk-www.pharmacy.texas.gov Click on pharmacy laws and rules Save to desktop.
- b. Drug Interactions- Medinformix Bring up patient, Goto Rx tab.
- c. Micromedex Drug Reference OR EPOCRATES Drug Reference Type:
"MICROMEDEX" Into web browser (Scroll to Apps section and select IBM Micromedex Drug Reference. Select App, download and open to begin using).
- d. Google Search: for EPOCRATES ON-LINE (Scroll to: Get EPOCRATES -it's FREE, sign up now, create an account).

Administrator

Chairman of the Board

Subject: Drug Samples

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes guidelines for drug samples in order to comply with Class D Pharmacy regulations. Drug samples are not included in the Class D Pharmacy formulary and should not be accepted or stored in the pharmacy.

Administrator

Chairman of the Board

Subject: Downtime Procedures

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) established downtime policies and procedures for all departments that provide client/patient services or essential record keeping data bases for operational, compliance, record keeping and finance purposes. Documentation will be completed on downtime forms. All data collected on downtime forms will be kept as part of the permanent record. Downtime forms are located in Shared Drive under forms and labeled for each specific department.

Definition

1. Downtime: is considered when an application or group of applications is unavailable for normal use or there is a disruption/interruption in the daily operations of any ACCHD electronic activity. A partial or complete downtime of a period greater than one hour will activate downtime procedures. Systems or platforms that require interface communication will also activate downtime procedures when the process is disrupted for greater than one hour. This can occur when the application is down or an application that sends or receives data is down. Problems with a single workstation is not considered downtime. There are two types of downtime, scheduled and unscheduled.
 - a. Scheduled Downtime: This is when the program or systems are planned to be unavailable due to periodic preventative maintenance procedures, and hardware or software upgrades.
 - b. Unscheduled downtime occurs without notice and may be due to an event such as a hardware failure, electricity outage, or telephone/communication failure.

Procedures

I. WIC Clinic

1. WIC clinic will follow the USDA Texas WIC Local Agency Disaster Plan. Click on the link below.

<https://txwic.egnytegov.com/fl/LiFUxIqKAy#folder-link/FY25%20Disaster%20Plan?p=98a9d05b-50ec-4509-8e2a-4d9e777b94d8>

II. Public Health Clinics:

1. When the system is down 60 minutes or more, implementation of the manual/paper documentation should begin.
 - a. PHC paper documents can be found in binder in PHC department.
 - b. Documents will be scanned when the system returns to normal as delegated by the Director of Clinical Services.
 - c. Immunization Documentation and Workflow Procedures Paper Documentation Implementation
In the event of electronic downtime, immunization services will continue using paper documentation. This includes:
 - Vaccine Information Sheets (VIS)
 - ImmTrac Consent Forms
 - Texas Vaccines for Children (TVFC) / Adult Safety Net (ASN) Eligibility Screening Forms
 - d. Document Availability and Usage
All required immunization forms are readily available at the immunization front desk. These forms are used and collected daily, regardless of system status, to ensure continuity of care and proper documentation.
 - e. Immunization Inventory Controls
Vaccine inventory counts are to be conducted prior to the start of operations at 7:30 AM each day. These counts will be used to monitor inventory levels and ensure vaccine accountability.
 - f. Vaccine Administration Documentation
Nursing staff are responsible for administering vaccines and documenting the following information directly on the VIS or accompanying form:
 - Vaccine lot number
 - Site of injection
 - Vaccine manufacturer
 - Date of administration
 - Nurse's signature
 - g. EMR Integration Post-Downtime
Once electronic systems and clinical operations return to normal; all paper immunization documents will be:
 - Scanned into the patient's Electronic Medical Record (EMR)
 - Documented in the immunization section of the EMR by immunization staff to ensure accurate record-keeping and continuity of care.

2. Efforts will be made to get a list of the patient's prescriptions/drugs from patient's local pharmacy.
 - a. If the downtime procedure is scheduled, Clinical Services Director will delegate to medical assistance the printing of all labs and medications and last provider note for each scheduled client.
 3. Orders will be legibility documented on Progress notes by licensed PA/NP/MD. Verbal orders will not be accepted during downtime.
 4. The Nursing Supervisor will notify all departments when the system returns to normal operations.
 5. Orders:
 - a. Provider orders are to write orders on downtime physician order form.
 - b. Providers will write medication orders on the downtime order form which is to include all required patient information.
 - c. Orders are then scanned to pharmacy-by-pharmacy staff.
 - d. Pharmacy will enter orders into the system to be verified by the nurse.
 - e. When the system is live, no further steps are necessary.
 6. Imaging:
 - a. provider orders for Imaging Services are written on the downtime order form and include all required patient information.
 - b. Support will call staff will call the appropriate Imaging Services Department to advise of request.
 - c. When the system is live, providers are to enter all Imaging orders performed during downtime.
 7. Laboratory:
 - a. Providers' orders for laboratory studies are written on the downtime order form and include all required patient information.
 - b. When the system is live, orders are to be entered by the provider.
 - c. For scheduled downtime, all orders should be in the electronic health record (HER) before the system goes down if it is a scheduled downtime.
 8. Results for Patient Labs During Downtime: Clients will receive a call with results once results become available. Providers will be given administrative time for these calls.
 9. Planned Downtime
 - a. Prepare downtime forms.
 - b. Print medication administration records (MARs)
 - c. Print active orders.
 - d. Print patient labels and face sheet, if applicable
- III. Technical Recovery Process
1. In the event of a unexpected outage there for 3 methods of recovery.

- a. If a single server or application has become unavailable and repair is not an option, recovery via on-premise backups will be deployed. This is connected to the server hosts via a high throughput connection and, depending on the size of the dataset, should be recoverable as quickly as 30 minutes up to 12 hours.
- b. If an entire server host, multiple servers, go offline, local backups will be deployed and restored to a secondary server host and ready for use. Recovery time is expected to be about the same as option a.
- c. If any or all servers become unavailable and on-premise backups are also unavailable, recovery via offsite backups will be deployed. The recovery time for this method is much slower as, depending on the size of the dataset, can take between 12 hours and 48 hours to recover. If downloading the datasets is simply too slow, the offsite provider will overnight ship a hard drive with the data to get resources back online as quickly as possible.
- d. The last note is if any networking infrastructure becomes unavailable, both ACCHD and their provider, IT Enabled, has backup equipment to swap in place within 2-4 hours of the outage.

Administrator

Chairman of the Board

Subject: Safety Inspection Policy

Effective Date:

Supersedes: April 2022, December, 2013, December 2013

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures and guidelines to ensure the safety of the facility, staff and visitors. The Public Health Emergency Preparedness Manager will be responsible for overseeing safety training, drills, writing and revising of plans, policies and participate and lead regulatory inspections. This includes the following:

Establishment of an Emergency Response Team (ERT) designating certain (ACCHD) members to function as an operational Response Team Under the Injury Illness prevention Plan (IIPP) requirements. The following trainings will be completed as listed:

1. Annual Fire Drills for all personnel **
2. Hazard Drills (Tornados, Hurricanes, Floods, Power Outages, Active Shooter, Shelter In Place, Mass Casualty, Hazardous Materials, Other) by all Emergency Response Teams *
3. Monthly Staff Safety Training for all personnel*
4. Monthly and Annual Safety Inspections
5. Monthly and Annual Fire Extinguisher Checks
6. Annual Fire Extinguisher Training for all personnel *, **
7. Monthly Emergency Exit Signs and Emergency Lighting Inspection
8. Monthly Emergency Generator Checks
9. Monthly and Annual Incident Command System (Functional, Tabletop, Full Scale)
10. Annual Training on Hazardous Materials Awareness (Emergency Response Guidebook – (ERG) NIOSH)
11. Monthly and Annual Hazardous Materials Safety Data Sheets (SDS) Review
12. Monthly Lock Out / Tag Out Review
13. Annual Personnel Protective Equipment (PPE) Training

Other as related to safety.

14. Disaster Preparedness Equipment Materials Supplies

15. Monthly Automated External Defibrillator (AED)
16. Monthly Medical Trauma Bags
17. Monthly Medical Wall Cabinets
18. Monthly and Annual Training Records

Administrator

Chairman of the Board

Subject: Volunteer Staff Policy

Effective Date:

Supersedes: New Policy

Policy: Angelina County & Cities Health District (ACCHD) establishes procedures for staff classified as volunteers. These policies do not constitute, either implicitly or explicitly, a binding contractual or personnel agreement. Volunteers must be 18 years of age or older. All volunteers who will have direct, unsupervised access to children under the age of 18 or vulnerable adults (including elderly individuals or adults with disabilities) in the course of their volunteer service must successfully complete a criminal background check prior to beginning volunteer activities. The background check will include a criminal history search and may include additional screening as determined appropriate by the Health District based on the volunteer's assigned duties. A volunteer's ability to serve is contingent upon the results of the background check. ACCHD reserves the right to deny or terminate volunteer status based on background check results that indicate the volunteer may pose a risk to the health, safety, or welfare of children or vulnerable adults served by ACCHD.

Definition of Volunteer

A "volunteer" is anyone who, without compensation or expectation of compensation beyond reimbursement, performs a task under the supervision of ACCHD. Unless specifically stated, volunteers shall not be considered as "employees" of the ACCHD.

Volunteer Standards and Responsibilities

Volunteers should be given assignments and effective direction and be recognized for work done. In return, volunteers should actively perform their duties to the best of their abilities, volunteer at their assigned times.

Volunteer Assignments

Volunteers should have clear, complete, and current descriptions of the duties and responsibilities of the assignment.

Interview

All volunteers should be interviewed to assess their suitability for and interest in that assignment. The interview should determine the qualifications of the volunteer and their commitment to fulfill the requirements of the assignment; and it should answer any questions that the volunteer has about the assignment.

Orientation

Volunteers are given an opportunity to attend a general orientation on the nature, purpose, and mission of ACCHD, review of the volunteer program; and tour the facility.

Training

Volunteers should receive guidance/training by the volunteer supervisor to provide them with information on

1. Knowledge and skills necessary to perform their volunteer assignment,
2. The operation of the program or department
3. The purpose and requirements of the assignment.
4. The timing and methods for delivery of such training should be appropriate to the complexity and demands of the assignment and the capabilities of the volunteer.

Volunteer/Staff Relationships

Volunteers and staff are considered to be partners in implementing the mission and programs of ACCHD with each having a complementary role to play. Each partner should understand and respect the needs and abilities of the other.

Hours of Operation/Schedule

The volunteer will have a schedule assigned based on the needs of the operation. There is flexibility also to work on outreach events outside of normal office hours, including evenings and weekends. Volunteers must sign in and sign out regularly on the volunteer sign in sheet.

Attendance Policy

If expecting to be absent from a scheduled duty, volunteers should inform their staff supervisor as far in advance as possible so that alternative arrangements can be made. Continual absenteeism may result in a review of the volunteer's work assignment or term of service and could result in ending the volunteer's relationship with ACCHD.

Conflict of Interest

A "Conflict of Interest" arises when a person in a position of authority in an organization, such as a director, officer, expert volunteer or key staff member, may benefit personally from a decision he or she could make. Volunteers must disclose any conflict of interest to the Director in charge in order to make sure a Disclosure form is completed and to make sure the conflict will not interfere with the volunteers' work.