

SEVEN FLAGS REGIONAL ADVISORY COUNCIL (SFRAC) BOARD MEETING

AGENDA



Regular Meeting of the SFRAC Board of Directors Friday, August 30, 2024, 2:00 p.m. to 4:00 p.m. Laredo Medical Center, 1700 E. Saunders, 1st Floor, Community Center Rm. Tower B., Laredo, Texas, 78041

AGENDA

- 24-73 <u>Item 24-73:</u> Call to Order Chairman, Jorge Delgado
 - a. Roll Call Chairman.
 - b. Introduction of Guests Chairman.
- 24-74 (Tab 1) Item 24-74: Presented to the Board for Review and Possible Action is the Approval of the Minutes to the SFRAC Board meeting held April 30, 2024 Chairman.
- **24-75** (*Tab 2*) <u>Item 24-75</u>: Presented to the Board for Discussion and Possible Action is the Approval of the SFRAC Committees Reports Chairman.

Trauma/Injury Prevention Committee (Chairman: Letisia Colon; Vice-Chairman: Joe Gonzalez)

EMS/Prehospital Committee: (Chairman: Victor Villarreal; Vice-Chairman: Angel Garcia)

Neonatal/NICU Committee (Chairman: Angelica Perez; Vice-Chairman: Lilly Limas)

Maternal Committee (Chairman: Maria Santillan; Vice-Chairman: Stacey Lopez)

Stroke Committee: (Chairman: Chantelle Molina; Vice-Chairman: Angie Avila)

Cardiac/STEMI Committee: (Chairman: Cristina Paez; Vice-Chairman: Rosie Tamez)

- **24-76** (*Tab 3*) Item 24-76: Presented to the Board for Review and Possible Action is the Approval of the SFRAC Bank Fund Balance/Accounts Statement Report, and Expense Report for the Period of May 11, 2024, thru August 10, 2024 Chairman.
- 24-77 (Tab 4) <u>Item 24-77:</u> Presented to the Board for Review and Possible Action is the Approval to Ratify the FY24 3rd Quarter EMS RAC/System Development/Exceptional Item (EMS RAC) Financial Status Report as Submitted to the Texas Department of State Health Services (DSHS) Chairman-Chairman.



- **24-78** (*Tab 5*) <u>Item 24-78</u> Presented to the Board for Review and Possible Action is the Approval to Accept a Request from United Med Care Ambulance, LLC. to Join the Seven Flags Regional Advisory Council as Participating Voting Members Chairman.
- **24-79** (*Tab 6*) <u>Item 24-79</u>: Presented to the Board for Review and Possible Action is the Approval to Accept the Second Reading of the Revisions, Deletions, and Additions to the Seven Flags Regional Advisory Council By-Laws Chairman
- **24-80** (*Tab 7*) <u>Item 24-80</u>: Presented to the Board for Review and Possible Action is the Approval to Adopt the Revisions, Deletions, and Additions to the Seven Flags Regional Advisory Council By-Laws Chairman
- **24-81**(*Tab 8*) <u>Item 24-81</u>: Presented to the Board for Review and Possible Action is the Approval to Adopt the Newly Developed Seven Flags Regional Advisory Council Financial Policies and Procedures Manual Chairman.
- 24-82 (*Tab 9*) Item 24-82: Presented to the Board for Review and Possible Action is the Authorization to Ratify the Approval to Renew a Contract Between the Seven Flags Regional Advisory Council and the Texas Department of State Health Services for the 2025 Fiscal Year (September 1, 2024, through August 31, 2025) Program Cycle for a Total Amount Not to Exceed \$320,270.00 Chairman.
- 24-83 (*Tab 10*) Item 24-83: Presented to the Board for Discussion and Possible Action is the Approval to Nominate a Chairman and Treasurer to Serve on the Seven Flags Regional Advisory Council (SFRAC) for a Two-Year Term Covering Fiscal Year 2025 through 2026, (i.e., September 1, 2024, thru August 31, 2026) Chairman.
- **24-84**(*Tab 11*) <u>Item 24-84</u>: Other Business Chairman.
 - a. Report on the FY24 Membership Summary (i.e., Membership Fees and Document Submittals) SFRAC Administrator.
 - B. Report on the Status of South Texas Ordered MCI Wristbands/Wristband/Pulsara Project Among TSA-T EMS Entities and Hospitals Joe Gonzalez.
 - c. Report on the Senate Bill 8 State Program Joe Gonzalez.
 - d. Report and Presentation of the 2022 Federal Tax 990 IRS Form as Submitted to the Internal Revenue Service (IRS) SFRAC Administrator
- **24-85** (*Tab 12*) <u>Item 24-85</u> Communication/Correspondence Chairman.



24-86 Item 24-86: Next SFRAC Board meeting - Chairman.

	FY24 Meeting Schedule
Date	Location
Friday, September 29, 2023	Laredo Medical Center, 1700 E. Saunders, 3 rd . Floor, Room 3-D (Ortho Unit Gym), Laredo, Texas, 78041
Monday, October 23, 2023	City of Laredo Fire/EMS Administrative Building, 616 E. Del Mar, EOC Room, 2nd. Floor, Laredo, Texas, 78045
Tuesday, January 30, 2024	City of Laredo Fire/EMS Department Administrative Building, EOC Rm., 2nd Floor Conference Rm.,616 E. Del Mar, Laredo, Texas 78045
Thursday, February 29, 2024	City of Laredo Fire/EMS Department Administrative Building, EOC Rm., 2nd Floor Conference Rm.,616 E. Del Mar, Laredo, Texas 78045
Thursday, May 30, 2024	Laredo Medical Center, 1700 E. Saunders, 1st Floor, Community Center Rm., Tower B, Laredo, Texas, 78041
Friday, August 30, 2024	Laredo Medical Center, 1700 E. Saunders, 1st Floor, Community Center Rm. Tower B., Laredo, Texas, 78041
Monday, September 30, 2024	TBD

Name	Title/Location	Cell
Jorge Delgado	TSA-T Chairman	(956) 552-8080
John Keiser	TSA-T Administrator	(956) 693-0536

24-87 Item 24-87: PUBLIC COMMENT: Individuals/Organizations providing comments are required to complete a SFRAC Public Comment Sign-In Sheet. The Board asks that each presenter's comments pertain to RAC business. The public comment process and matters resulting from the process shall be directed by the Chairman. The Board will not discuss or take immediate action on any agenda or non-agenda item(s) as a result of comments presented during the meeting. The Board will hear the public comments but will not respond in the form of dialog, except to ask questions, if necessary. All information received is subject to verification. Those requesting to address the Board are granted three (3) minutes to address their topic(s). The Board has requested that no insulting, abusive or profane language be used. As each individual speaker begins his/her testimony, they must state their name for the record and state on whose behalf they are providing comments.

24-88 Item 24-88: Adjournment – Chairman.



ITEM 24-73 (TAB 1)





Regular Meeting of the SFRAC Board of Directors Tuesday, April 30, 2024, 2:00 p.m. to 4:00 p.m. Laredo Medical Center, 1700 E. Saunders, 1st Floor, Community Center Rm. Tower B., Laredo, Texas, 78041

MINUTES

24-58 <u>Item 24-58:</u> Call to Order – Chairman, Jorge Delgado

Mr. Jorge Delgado, SFRAC Chairman called the meeting to order at 2:12 P.m., Tuesday, April 30, 2024.

a. Roll Call - Chairman.

At the request of the Chairman, Mr. John Keiser, SFRAC Administrator proceeded with the roll call of members:

SFRAC Board Chairman: Mr. Jorge Delgado - Present Angel Care Ambulance: Reynaldo Veliz (Director) - Present

Bronze Star Ambulance: Absent

City of Laredo Fire/EMS: Robert Gonzalez (Alternate) – Present Doctors Hospital of Laredo: Letisia Colon (Director) – Present

Priority EMS: Jorge Delgado (Chairman) - Present

Laredo Medical Center: Joe Gonzalez (Treasurer) – Present Medpoint Ambulance: Juan Medellin (Director) – Present

Webb County Volunteer Fire/EMS: Francisco Martinez (Alternate) Present

Zapata County Fire/EMS: Chief Daniel Arriaga (Director) – Present Victorious Care Ambulance Service: Grace Garza (Alternate) – Present

Laredo Lifeline: Peter Gonzalez (Director) – Present Lalitas Ambulance: Rene Castillo (Director) - Present Capital Care EMS: Jose Garcia (Alternate) - Present

Texas Superior Ambulance Service: Ismael Flores (Director) - Present

Skyline EMS: Gilbert Garza (Alternate) - Present

Villa Ambulance: Absent

Primary Care Ambulance: Armando Parra (Director) - Present

Subject Matter Expert: Janson Delattre - Absent

Member at -Large: John Jones: Absent

b. Introduction of Guests - Chairman.

SFRAC Administrator acknowledged the medical doctors present for the meeting as being Dr. David Benavides, Dr. Trivette, and Dr. Chinna.



24-59 (*Tab 1*) Item 24-59: Presented to the Board for Review and Possible Action is the Approval of the Minutes to the SFRAC Board meeting held February 29, 2024 - Chairman.

Minutes were presented to the Board. After reviewing, a motion to approve the minutes as presented was made by Mr. Reynaldo Veliz and seconded by Mr. Juan Medellin. Motion carried, unanimously.

24-60 (*Tab 2*) Item 24-60: Presented to the Board for Review and Possible Action is the Approval of the SFRAC Bank Fund Balance/Accounts Statement Report, and Expense Report for the Period of February 11, 2024, thru April 10, 2024 – Chairman.

SFRAC Administrator presented the Board with the reports listed under this item. A motion to approve the reports as presented was made by Mr. Joe Gonzalez and seconded by Mr. Gilbert Garza. Motion carried, unanimously.

24-61 (*Tab 3*) Item 24-61: Presented to the Board for Review and Possible Action is the Approval to Ratify the FY24 2nd Quarter EMS RAC/System Development/Exceptional Item (EMS RAC) Financial Status Report as Submitted to the Texas Department of State Health Services (DSHS) – Chairman- Chairman.

SFRAC Administrator presented the Board with the report listed under this item. A motion to approve the reports as presented was made by Mr. Joe Gonzalez and seconded by Ms. Letisia Colon. Motion carried, unanimously.

24-62 (Tab 4) <u>Item 24-62</u> Presented to the Board for Review and Possible Action is the Approval to Accept a Request from Digni Care, LLC. to Join the Seven Flags Regional Advisory Council as Participating Voting Members – Chairman.

SFRAC Administrator presented the Board with a request submitted by Digi Care LLC. On February 29, 2024, Digni Care submitted the required documentation (i.e., SFRAC Application) which was made part of this item for review. Mr. Ramon Rojas was present for the meeting to represent his company. A motion to approve Digni Care's request to become active participants of the SFRAC Board was made by Mr. Gonzalez and seconded by Mr. Peter Gonzalez. Motion carried, unanimously.



24-63 (*Tab 5*) <u>Item 24-63</u>: Presented to the Board for Review and Possible Action is the Authorization to Ratify the Approval to Enter into a Five (5) Year Term Cooperative Agreement of Affiliation with the City of Laredo Fire Department to Host a Program of Clinical Education for Emergency Medical Technicians and Paramedics – Chairman.

SFRAC Administrator presented this item to the Board explaining that as requested by the City of Laredo any implementation of training activities related to Senate Bill 8 would need to be supported by a written agreement (i.e., Cooperative Agreement of Affiliation). SFRAC Administrator explained that this agreement would not have any kind of cost associated with it, so it would be financially nonbinding. SFRAC Administrator further explained that the City of Laredo Fire Department and the SFRAC were collaborating to enroll thirty-nine (39) EMT students for course training. And that the cost associated with this course training would be paid through the Senate Bill 8 grant award.

A motion to approve the item as presented was made by Mr. Gonzalez and seconded by Mr. Angel Garcia. Motion carried, unanimously.

24-64 (*Tab 6*) <u>Item 24-64</u>: Presented to the Board for Review and Possible Action is the Approval to Accept the First Reading of the Revisions, Deletions, and Additions to the Seven Flags Regional Advisory Council By-Laws – Chairman

SFRAC Administrator presented the Board with the first draft of revisions to the SFRAC By-Laws. He explained that there will be two readings of the by-laws before they are approved by the Board. And that the second reading would take place during the August 30, 2024, SFRAC Board meeting. SFRAC Administrator took the time to review the changes as presented to the Board, indicating which of those changes were cosmetic, contextual, or procedural.

Once all the changes had been presented to the Board and conclusion of any questions and or discussion was reached, a motion to approve the first draft of revisions to the By-Laws was made by Mr. Veliz and seconded by Mr. Medellin. Motion carried, unanimously.

24-65 (*Tab 7*) Item 24-65: Presented to the Board for Review and Possible Action is the Approval to Authorize the Renewal of the Seven Flags Regional Advisory Council Insurance Policy and Coverage with VFIS of Texas, Beginning July 15, 2024, through July 15, 2025, for an Amount of One Thousand Four Hundred and Twenty-Five Dollars (\$1,425.00) – Chairman.

SFRAC Administrator explained to the Board that the coverage as presented was a requirement for the organization and that the rate (i.e., premium) had not gone up from last year. A motion to approve the policy renewal was made by Mr. Gonzalez and seconded by Mr. Adolfo Martinez. Motion carried, unanimously.



24-66 (*Tab 8*) <u>Item 24-66</u>: Presented to the Board for Review and Possible Action is the Authorization to Ratify the Approval to Purchase Five Thousand Five Hundred (5,500) EMS Triage Mass Casualty Incident Wristbands in the Amount of Two Thousand and Thirty-Five Dollars (\$2,035.00) Plus Shipping Cost to be Charged Under the General Fund Account – Chairman.

SFRAC Administrator addressed the Board explaining that an opportunity had been presented to the RAC across Texas to purchase Mass Casualty Incident (MCI) ready Wristbands at a reduced volume price, if enough RAC ordered the wristbands. He indicated that these wristbands were MCI ready which made them different in that sense from those already purchased by the SFRAC in the past. Each entity would receive a designated number of MCI wristbands to have if needed. The total cost presented in the item did not include shipping, but Administrator provided the SFRAC Board with that cost and the total including the shipping would be \$2,112.77.

A motion to approve the purchase of the MCI ready wristbands was made by Mr. Peter Gonzalez and seconded by Mr. Joe Gonzalez. Motion carried, unanimously.

24-67 (*Tab 9*) Item 24-67: Presented to the Board for Discussion and Possible Action is the Approval of the SFRAC Committees Reports – Chairman.

Trauma/Injury Prevention Committee [Chairman: Letisia Colon - (*Present*); Vice-Chairman: Joe Gonzalez - (*Present*)]

Nothing to report for this period from this committee.

EMS/Prehospital Committee: [Chairman: Victor Villarreal - (Absent); Vice-Chairman: Angel Garcia - (Present)]

Nothing to report for this period from this committee.

Neonatal/NICU Committee [Chairman: Angelica Perez – (*Present*); Vice-Chairman: Lilly Limas – (*Absent*)]

Nothing to report for this period from this committee.

Maternal Committee [Chairman: Maria Santillan – (*Present*); Vice-Chairman: Stacey Lopez – (*Present*)]

Nothing to report for this period from this committee.



Stroke Committee: [Chairman: Chantelle Molina – (Absent); Vice-Chairman: Angie Avila – (Absent)]

Nothing to report for this period from this committee.

Cardiac/STEMI Committee: [Chairman: Cristina Paez – (*Present*); Vice-Chairman: Rosie Tamez – (*Present*)]

24-68(*Tab 10*) <u>Item 24-68</u>: Other Business – Chairman.

a. Report on the FY24 Membership Summary (i.e., Membership Fees and Document Submittals) - SFRAC Administrator.

SFRAC Administrator provided the Board with a summary of the overall membership status for the organization. He indicated that most of the entities had submitted all their documentation. In addition, it appeared that none of the entities were in jeopardy of falling into a Member in Bad Standing due to having three consecutive absences, with the exception of Capital Care Ambulance.

b. Report on the Status of South Texas Wristband/Pulsara Project Among TSA-T EMS Entities and Hospitals – Joe Gonzalez.

Mr. Joe Gonzalez provided that Board with a report on the implementation of the wristband/Pulsara program, indicating that both hospitals and EMS entities are doing well and that the program remains a work in progress. In addition, he reported that LMC would be providing training on inputting data on client records associated with the coordination wristbands and Pulsara. Doctors hospital is doing the same.

c. Report on the Senate Bill 8 State Program - Joe Gonzalez.

Mr. Joe Gonzalez provided the Board with a report on the Senate Bill 8 program. He presented the program's financial balances and summarized future milestones with the implementation of additional trainings to be coordinated with the City of Laredo Fire/EMS for thirty-nine (39) students.

24-69 (Tab 11) Item 24-69 Communication/Correspondence - Chairman.

SFRAC Administrator presented the Board with three correspondence items, the first being a letter from the Texas Department of State Health Services (DSHS) representative, Joe Schmider, announcing that the SB8 program will officially withdraw the Incentives component of the program, lending to more of the funds to be channeled into scholarship opportunities. The second set of correspondence was the Texas Pediatric Emergency Operations Plan template for Hospitals. And



lastly, the final set of correspondence was the DSHS' announcement to withdraw the current Chapter 157 rule project, until further notice.

24-70 Item 24-70: Next SFRAC Board meeting - Chairman.

Date	Location
Friday, September 29, 2023	Laredo Medical Center, 1700 E. Saunders, 3 rd . Floor, Room 3-D (Ortho Unit Gym), Laredo, Texas, 78041
Monday, October 23, 2023	City of Laredo Fire/EMS Administrative Building, 616 E. Del Mar, EOC Room, 2nd. Floor, Laredo, Texas, 78045
Tuesday, January 30, 2024	City of Laredo Fire/EMS Department Administrative Building, EOC Rm., 2nd Floor Conference Rm.,616 E Del Mar, Laredo, Texas 78045
Thursday, February 29, 2024	City of Laredo Fire/EMS Department Administrative Building, EOC Rm., 2nd Floor Conference Rm.,616 E Del Mar, Laredo, Texas 78045
Thursday, May 30, 2024	Laredo Medical Center, 1700 E. Saunders, 1st Floor, Community Center Rm., Tower B, Laredo, Texas, 78041
Friday, August 30, 2024	TBD

Name	Title/Location	Cell
Jorge Delgado	TSA-T Chairman	(956) 552-8080
John Keiser	TSA-T Administrator	(956) 693-0536

24-71 Item 24-71: PUBLIC COMMENT: Individuals/Organizations providing comments are required to complete a SFRAC Public Comment Sign-In Sheet. The Board asks that each presenter's comments pertain to RAC business. The public comment process and matters resulting from the process shall be directed by the Chairman. The Board will not discuss or take immediate action on any agenda or non-agenda item(s) as a result of comments presented during the meeting. The Board will hear the public comments but will not respond in the form of dialog, except to ask questions, if necessary. All information received is subject to verification. Those requesting to address the Board are granted three (3) minutes to address their topic(s). The Board has requested that no insulting, abusive or profane language be used. As each individual speaker begins his/her testimony, they must state their name for the record and state on whose behalf they are providing comments.

24-72 Item 24-72: Adjournment - Chairman.

A motion to adjourn the meeting was made by Mr. Peter Gonzalez and seconded by Mr. Joe Gonzalez. Motion carried, unanimously. Meeting was adjourned at 3:10 p.m.



ITEM 24-75 (TAB 2)



FY24 NEONATAL / NICU COMMITEE

CHAIRMAN:

ANGELICA PEREZ (LMC)

MEETING DATE:

AUGUST 30, 2024

Present: Absent VICE-CHAIRMAN:

LILLY LIMAS (DOCTORS)

LOCATION:

Present Absent

LAREDO MEDICAL CENTER, LAREDO TX.

NAME	TITLE	COMPANY	PHONE	EMAIL
Angelica Perez	MPM	LMC	956-326-0676	angelica_perez@chs.net
Dr. Satbir Chhina	NMD	LMC	956-206-0112	sschhina@icloud
Patricia Diaz	NICU Director	LMC	956-251-8351	patricia_diaz1@chs.net
Lisa Y. Gonzalez	NICU Program Manager	DHL	956-523-2232	Lisa.Gonzalez2@uhsinc.com
Lilliana Limas	Neonatal Director	DHL	956-523-2113	Lilliana.limas@uhsinc.com
Dr. Roberto Villegas	Neonatal Medical Director	DHL	956-523-2104	Roberto.VillegasMD@uhsinc.com

FY24 MATERNAL COMMITEE

CHAIRMAN:

MARIA SANTILLAN (LMC)

Present: Absent VICE-CHAIRMAN:

STACEY LOPEZ (DOCTORS)

Present Absent

MEETING DATE:

AUGUST 30, 2024

LOCATION:

LAREDO MEDICAL CENTER, LAREDO, TX.

NAME	TITLE	COMPANY	PHONE	EMAIL
Stacey Lopez	Maternal Program Manager	Doctors Hospital of Laredo	956-523-2272	Stacey.lopez@uhsinc.com
Guadalupe P. Cisneros	Director	Doctors Hospital of Laredo	956-523-2273	Guadalupe.cisnernos@uhsinc.com
Dr. David Benavides	Maternal Medical Director	Doctors Hospital of Laredo		
Maria Santillan	Maternal Program Manager	Laredo Medical Center	956-796-4146	Maria_santillan@chs.net
Leticia Murillo	Clinical Coordinator	Laredo Medical Center	956-796-4516	Leticia_murillo@chs.net
Maria Uribe	Director Women's Services	Laredo Medical Center	956-796-4501	Maria_uribe@chs.net
Dr. George Trivette	Maternal Medical Director	Laredo Medical Center	1	

FY24 TRAUMA / INJURY PREVENTION COMMITEE

CHAIRMAN:

LETICIA COLON (DOCTORS)

MEETING DATE:

AUGUST 30, 2024

Present: Absent VICE-CHAIRMAN:

JOE GONZALEZ (LMC)

Present Absent

LOCATION:

LAREDO MEDICAL CENTER

EMAIL	Vanessa_serna@chs.net	Alma_hernandez1@chs.net						
PHONE	956-796- 4117	956-796- 2309						
COMPANY	Laredo Medical Center	Laredo Medical Center		2				
TITLE	Trauma Coordinator	Trauma Registrar						
NAME	Vanessa Serna	Alma Hernandez						

FY24 CARDIAC / STEMI COMMITEE

CHAIRMAN:

CRISTINA PAEZ (LMC)

Present: Absent VICE-CHAIRMAN:

ROSIE TAMEZ (DOCTORS)

Present Absent

MEETING DATE:

AUGUST 30, 2024

LOCATION:

LAREDO MEDICAL CENTER, LAREDO, TX.

NAME	TITLE	COMPANY	PHONE	EMAIL
Cristina Paez, BSN, RN	Chest Pain Coordinator	Laredo Medical Center	Office 956-796-3177	cristina_paez@chs.net
Chantel E. Molina, DNP, RN	Stroke Coordinator	Laredo Medical Center	Office 956-796-3218 Cell 361-231-0207	chantel_molina@chs.net
Vanessa Serna, BSN, RN	Trauma Coordinator	Laredo Medical Center	Office 956-796-4117	vanessa_serna@chs.net
Vanessa Gonzalez, BSN, RN	ED Clinical Coordinator	Laredo Medical Center	Office 956-796-3912	vanessa_villarreal@chs.net
Corissa Nino, BSN, RN	ED Clinical Coordinator	Laredo Medical Center	Office 956-796-3912	corissa_nino@chs.net
Ernesto Hernandez, MSN, RN	ED Director	Laredo Medical Center	Office 956-796-4171	ernesto_hernandez@chs.net
Juanita Fernandez, BSN, RN	ICU Clinical Coordinator	Laredo Medical Center	Office 956-796-4746	juanita_fernandez@chs.net
Rosie Tamez, BSN, RN	Chest Pain Coordinator	Doctors Hospital of Laredo	Office 956-523-2738 Cell (956) 771-3446	Rosa.Tamez@uhsinc.com
Angie Avila, RN	Stroke Coordinator	Doctors Hospital of Laredo	Office 956-523-2269 Cell (956) 334-4640	
Letisia Colon, BSN, RN	Trauma Coordinator	Doctors Hospital of Laredo	Office 956-523-2193 Cell (956) 523-9933	letisia.colon@uhsinc.com

NAME	TITLE	COMPANY	PHONE	EMAIL
Rosa Rodriguez, RN	ED Manager	Doctors Hospital of Laredo	Office 956-523-2196 Cell (956) 206-8360	

FY24 STROKE COMMITEE

CHAIRMAN:

CHANTELLE MOLINA (LMC)

MEETING DATE:

AUGUST 30, 2024

Present: Absent VICE-CHAIRMAN:

ANGIE AVILA (DOCTORS)

LOCATION:

LAREDO MEDICAL CENTER, LAREDO, TX.

Absent	
Present	

NAME	TITLE	COMPANY	PHONE	EMAIL
Chantel E. Molina, DNP, RN	Stroke Coordinator	Laredo Medical Center	Office 956-796-3218 Cell 361-231-0207	chantel_molina@chs.net
Cristina Paez, BSN, RN	Chest Pain Coordinator	Laredo Medical Center	Office 956-796-3177	cristina_paez@chs.net
Vanessa Serna, BSN, RN	Trauma Coordinator	Laredo Medical Center	Office 956-796-4117	vanessa_serna@chs.net
Vanessa Gonzalez, BSN, RN	ED Clinical Coordinator	Laredo Medical Center	Office 956-796-3912	vanessa_villarreal@chs.net
Corissa Nino, BSN, RN	ED Clinical Coordinator	Laredo Medical Center	Office 956-796-3912	corissa_nino@chs.net
Ernesto Hernandez, MSN, RN	ED Director	Laredo Medical Center	Office 956-796-4171	ernesto_hernandez@chs.net
Juanita Fernandez, BSN, RN	ICU Clinical Coordinator	Laredo Medical Center	Office 956-796-4746	juanita_fernandez@chs.net
Rosie Tamez, BSN, RN	Chest Pain Coordinator	Doctors Hospital of Laredo	Office 956-523-2738 Cell (956) 771-3446	Rosa.Tamez@uhsinc.com
Angie Avila, RN	Stroke Coordinator	Doctors Hospital of Laredo	Office 956-523-2269 Cell (956) 334-4640	Angelica.Salinas@uhsinc.com

NAME	TITLE	COMPANY	PHONE	EMAIL
Letisia Colon, BSN, RN	Trauma Coordinator	Doctors Hospital of Laredo	Office 956-523-2193 Cell (956) 523-9933	Letisia.Colon@uhsinc.com
Rosa Rodriguez, RN	ED Manager	Doctors Hospital of Laredo	Office 956-523-2196 Cell (956) 206-8360	Rosa.Rodriguez@uhsinc.com

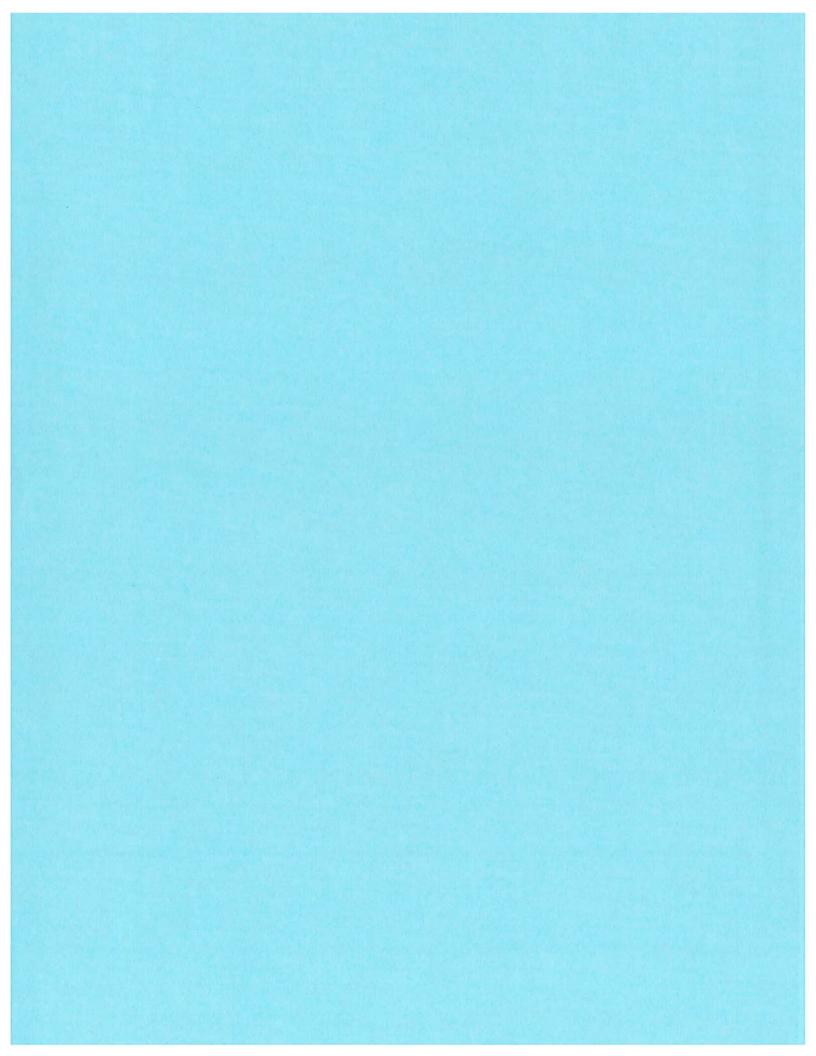


ITEM 24-76 (TAB 3)



SEVEN FLAGS REGIONAL ADVISORY COUNCIL FY24 ACCOUNTS STATEMENT REPORT

FYZ	24 SFRAC BAI	NK PROGRAM FL	JND ACCOUNTS	FY24 SFRAC BANK PROGRAM FUND ACCOUNTS AND ENDING BALANCE REPORT	ALANCE REPORT	
Period Ending	EMS County Assistance Fund Closing Balance	EMS RAC Fund Closing Balance	General Fund Closing Balance	System Development Fund Closing Balance	Holding Account Closing Balance (i.e., Senate Bill 8 Program)	Total
08/11/2023 thru 9/10/2023	\$568.87	\$25,035.60	\$32,178.12	\$16,479.54	\$233,611.96	\$307,874.09
9/11/2023 thru 10/10/2023	\$39.40	\$0.00	\$34,797.03	\$10,579.42	\$226,424.46	\$271,840.31
10/11/2023 thru 11/12/2023	\$39.40	\$0.00	\$38,371.03	\$7,747.36	\$226,424.46	\$272,582.25
11/11/2023 thru 12/10/2023	\$39.40	\$0.00	\$36,230.68	\$7,275.31	\$371,236.96	\$414,782.35
12/11/2023 thru 01/10/2024	\$90,763.40	\$184,067.00	\$49,235.68	\$53,296.31	\$371,236.96	\$748,599.35
01/11/2024 thru 02/10/2024	\$90,763.40	\$172,236.85	\$47,922.52	\$53,296.31	\$371,236.96	\$735,456.04
02/11/2024 thru 03/10/2024	\$90,763.40	\$172,236.85	\$49,484.52	\$53,296.31	\$370,986.96	\$736,768.04
03/11/2024 thru 04/10/2024	\$90,763.40	\$172,236.85	\$47,190.21	\$53,296.31	\$363,799.46	\$727,286.23
4/11/2024 thru 5/10/2024	\$90,763.40	\$172,236.85	\$47,940.21	\$53,296.31	\$363,799.46	\$728,036.23
5/11/2024 thru 6/10/2024	\$84,841.40	\$153,242.49	\$44,360.49	\$50,009.10	\$51,799.46	\$384,252.94
6/11/204 thru 7/10/2024	\$38,661.40	\$90,376.83	\$43,511.98	\$30,285.81	\$44,611.96	\$247,447.98
7/11/2024 thru 8/10/2024	\$11,883.00	\$64,421.61	\$42,411.98	\$20,424.35	\$44,611.96	\$183,752.90
8/11/2024 thru 9/10/2024						







HOTICE: SEE REVERSE SIDE FOR IMPORTANT IMPORMATION

Texas Community Bank Home

THE SEVEN FLAGS REGIONAL ADVISORY
COUNCIL ON TRAUMA, TRAUMA SERVICES AREA T
1216 SANTA MARIA
LAREDO TX 78040

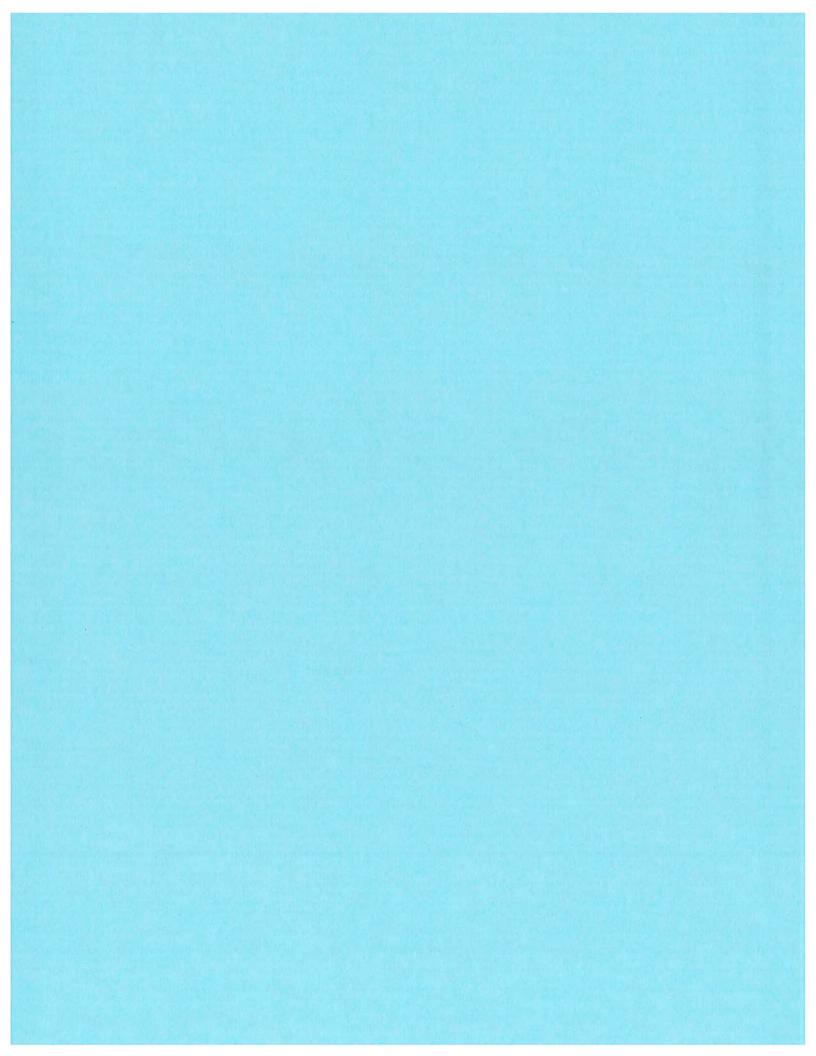
Date 5/10/24 Primary Account Enclosures

Page 1 1010591594

CHECKING ACCOUNT

TCB COURTESY CHECKING
Account Number
Previous Balance
Deposits/Credits
Checks/Debits
Service Charge
Interest Paid
Current Balance Number of Enclosures 0 Statement Dates 4/11/24 thru 5/12/24 Days in the statement period 32 Average Ledger 90,763.40 Average Collected 90,763.40 1010591594 90,763.40 .00 .00 .00 90,763.40

DAILY BAL	ANCE INFORMATION	
Date	Balance	
4/11	90,763.40	







HOTICE | SEE REVERSE SIDE FOR IMPORTANT IMPORMATION

Texas Community Bank Home

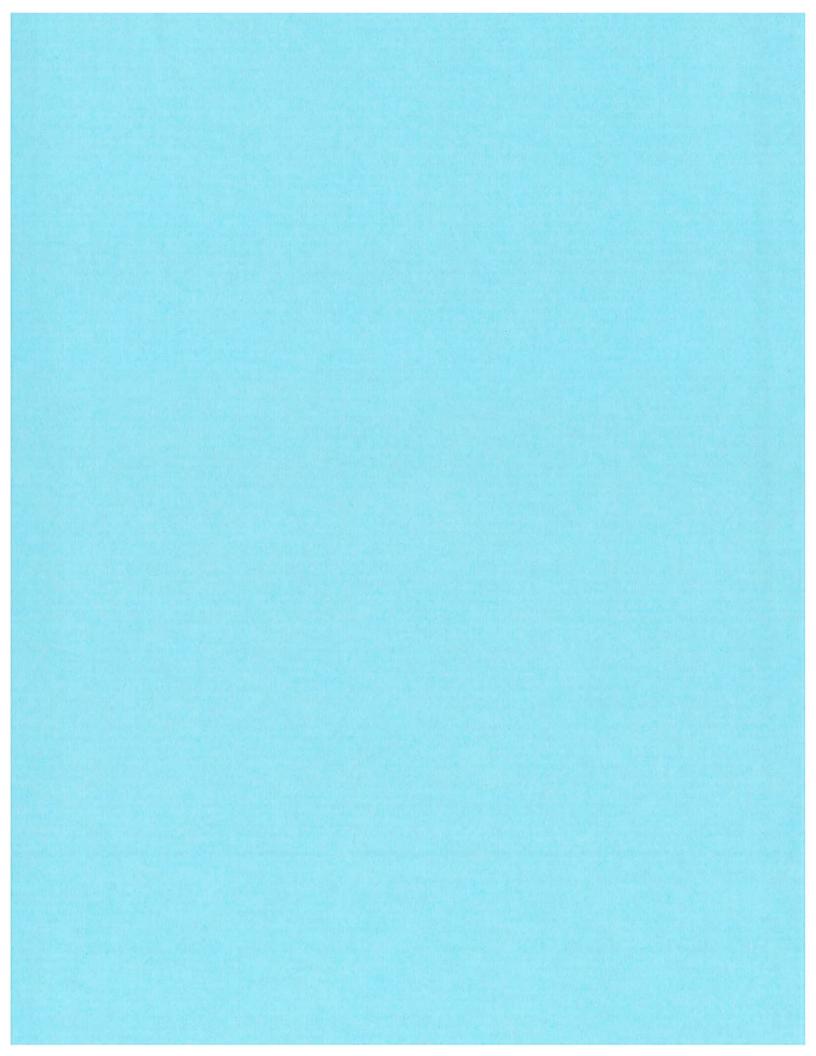
THE SEVEN FLAGS REGIONAL ADVISORY
COUNCIL ON TRAUMA, TRAUMA SERVICES AREA T
EMS RAC ACCOUNT
1216 SANTA MARIA
LAREDO TX 78040

Date 5/10/24
Primary Account
Enclosures

Page 1 1010591495

TCB COURTESY CHECKING Account Number 101059149 Previous Balance 172,236.8 Deposits/Credits 00 Checks/Debits 00 Service Charge 0 Interest Paid 0 Current Balance 172,236.8	Days in the statement period 32 Average Ledger 172,236.85 Average Collected 172,236.85
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Date Ba					
Date	alance				
4/11	172,236.85				







NOTICE: SEE REVERSE SIDE FOR IMPORTANT IMPORMATION

Texas Community Bank Home

THE SEVEN FLAGS REGIONAL ADVISORY
COUNCIL ON TRAUMA, TRUMA SERVICES AREA T
GENERAL FUND ACCOUNT
1216 SANTA MARIA
LAREDO TX 78040

Date 5/10/24
Primary Account
Enclosures

Page 1 1010591396

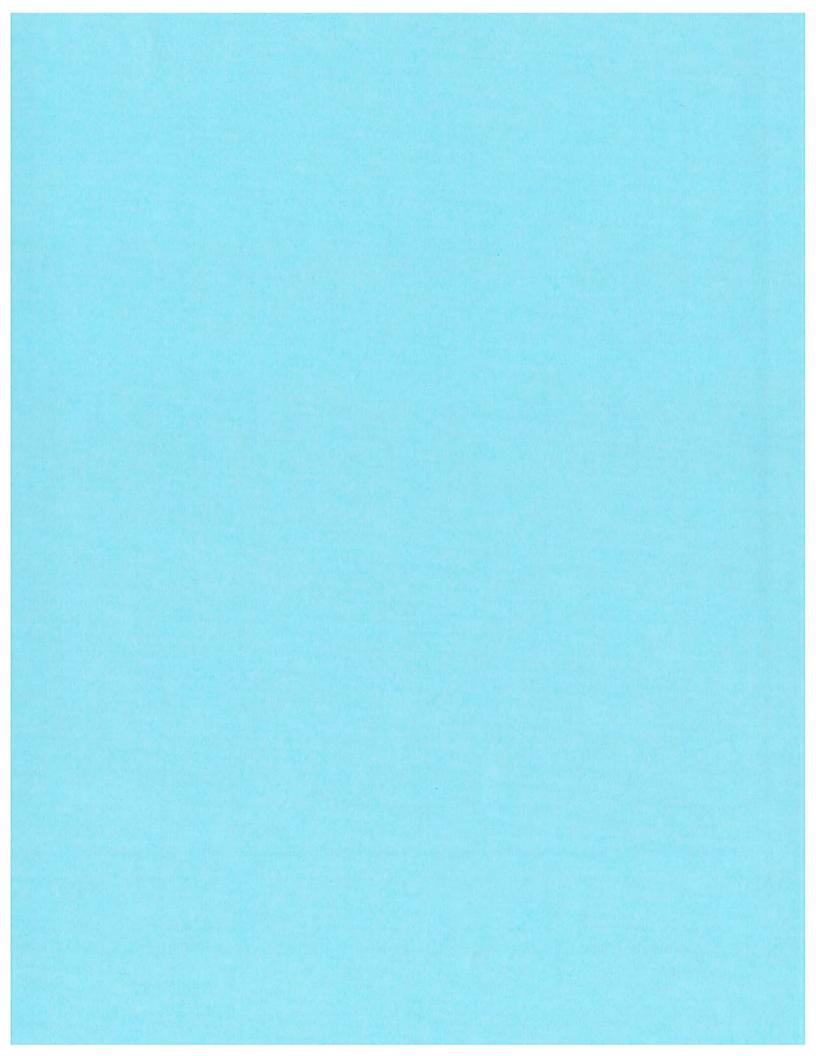
TCB COURTESY CHECKING Account Number 1010591396 Previous Balance 47,190.21 1 Deposits/Credits 750.00 Checks/Debits .00 Service Charge .00 Interest Paid .00 Current Balance 47,940.21	Number of Enclosures Statement Dates 4/11/24 thro Days in the statement period Average Ledger Average Collected	1 32 47,682.39 47,658.96
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DEPOSITS	AND ADDITIONS	
Date	Description	Amount
4/22	DDA REGULAR DEPOSIT	750.00

DAILY BALA	NCE INFORMATION			
Date	Balance	Date	Balance	
4/11	47,190.21	4/22	47,940.21	



DDA REGULAR DEPOSIT Date: 04/22 Amount: \$750.00







NOTICE: SEE REVERSE SIDE FOR IMPORTANT IMPORMATION

Texas Community Bank Home

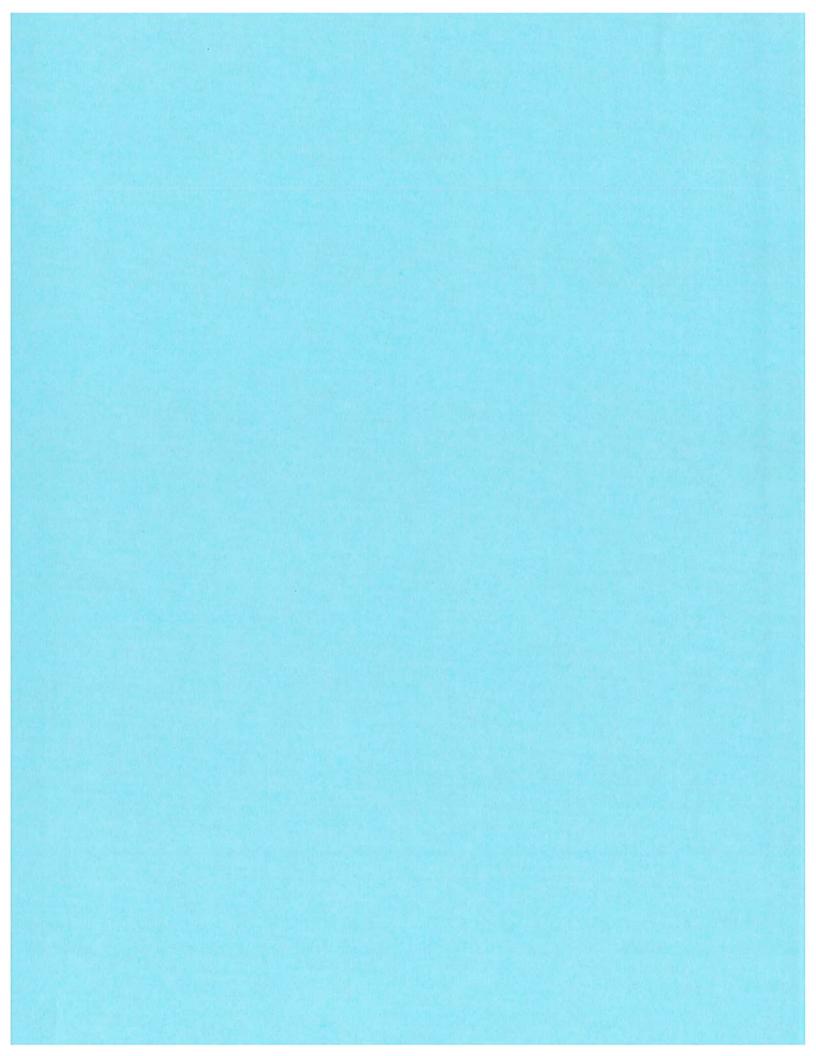
THE SEVEN FLAGS REGIONAL ADVISORY
COUNCIL ON TRAUMA, TRAUMA SERVICES AREA T
SYSTEM DEVELOPMENT ACCOUNT
1216 SANTA MARIA
LAREDO TX 78040

Date 5/10/24
Primary Account
Enclosures

Page 1 1010591693

TCB COURTESY CHECKING Account Number Previous Balance Deposits/Credits Checks/Debits Service Charge Interest Paid Current Balance	1010591693 53,296.31 .00 .00 .00 .00 53,296.31	Number of Enclosures Statement Dates 4/11/24 thro Days in the statement period Average Ledger Average Collected	0 u 5/12/24 32 53,296.31 53,296.31
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DAILY BALA	NCE INFORMATION	
Date	Balance	
4/11	53,296.31	







HOTICE: SEE REVERSE SIDE FOR IMPORTANT IMPORMATION

Texas Community Bank Home

THE SEVEN FLAGS REGIONAL ADVISORY
COUNCIL ON TRAUMA, TRAUMA SERVICES AREA T
HOLDING ACCOUNT
1216 SANTA MARIA
LAREDO TX 78040

Date 5/10/24
Primary Account
Enclosures

Page 1 1010591792

TCB COURTESY CHECKING Account Number 1010591792 Previous Balance 363,799.46 Deposits/Credits .00 Checks/Debits .00 Service Charge .00 Interest Paid .00 Current Balance 363,799.46	Number of Enclosures Statement Dates 4/11/24 thru 5/12/24 Days in the statement period 32 Average Ledger 363,799.46 Average Collected 363,799.46
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DAILY BALA	NCE INFORMATION	
Date	Balance	
4/11	363,799.46	





HOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Texas Community Bank Home

Page 1 1010591594

THE SEVEN FLAGS REGIONAL ADVISORY
COUNCIL ON TRAUMA, TRAUMA SERVICES AREA T
1216 SANTA MARIA
LAREDO TX 78040

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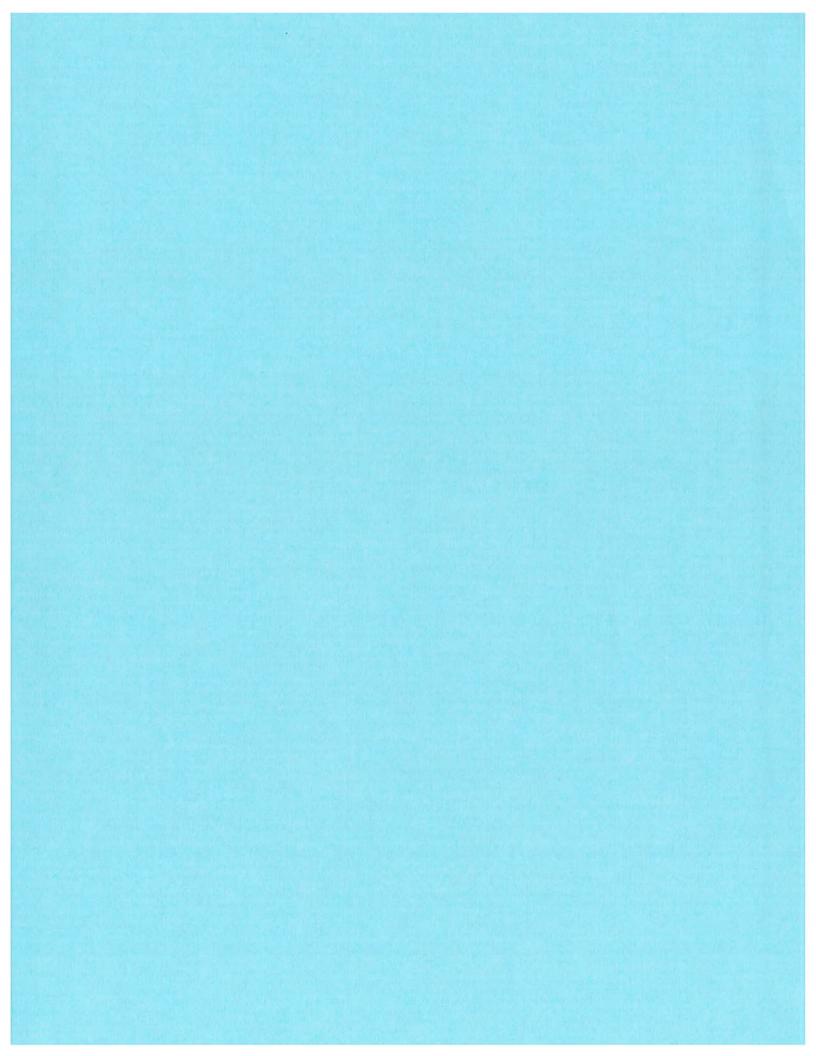
TCB COURTESY CHECKING Account Number Previous Balance Deposits/Credits 1 Checks/Debits Service Charge Interest Paid Current Balance	1010591594 90,763.40 .00 5,922.00 .00 .00 84,841.40	Number of Enclosures Statement Dates 5/13/20 Days in the statement per Average Ledger Average Collected	1 4 thru 6/10/24 riod 29 85,454.02 85,454.02

CHECKS	IN SERIAL NU	IMBER ORDER	
Date	Check No	Amount	
5/16	1023	5,922.00	
* Denotes	s missing check	numbers	

DAILY BALA	ANCE INFORMATION	MARINE STATES		
Date	Balance	Date	Balance	
5/13	90,763.40	5/16	84,841.40	

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL EMB COUNTY ASSISTANCE 1216 SANTA MARIA LARBOD, TX 76040 5///2024	1023
PAYEO HOUR AS Come to Vounteer Finlews &	5, 902. D
Tensanity Dank of Years proli	Dellars 10
FOR EMS (Y. 27 Thorat M	

DDA REGULAR CHECK 1023 Date: 05/16 Amount: \$5,922.00







NOTICE: SEE REVERSE SIDE FOR SUPORTANT IMPORMATION

Texas Community Bank Home

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL ON TRAUMA, TRAUMA SERVICES AREA T EMS RAC ACCOUNT 1216 SANTA MARIA LAREDO TX 78040

Date 6/10/24 Primary Account Enclosures Page 1 1010591495 2

TCB COURTESY CHECKING Account Number Previous Balance Deposits/Credits 2 Checks/Debits Service Charge Interest Paid Current Balance	1010591495 172,236.85 .00 18,994.36 .00 .00 153,242.49	Number of Enclosures Statement Dates 5/13/24 thru 6/10/24 Days in the statement period 29 Average Ledger 154,913.74 Average Collected 154,913.74

CHECKS	IN SERIAL NUMBER ORDER				
Date	Check No	Amount	Date	Check No	Amount
5/15	1007	8,516.75	5/16	1008	10,477.61
* Denotes	s missing check numbers				

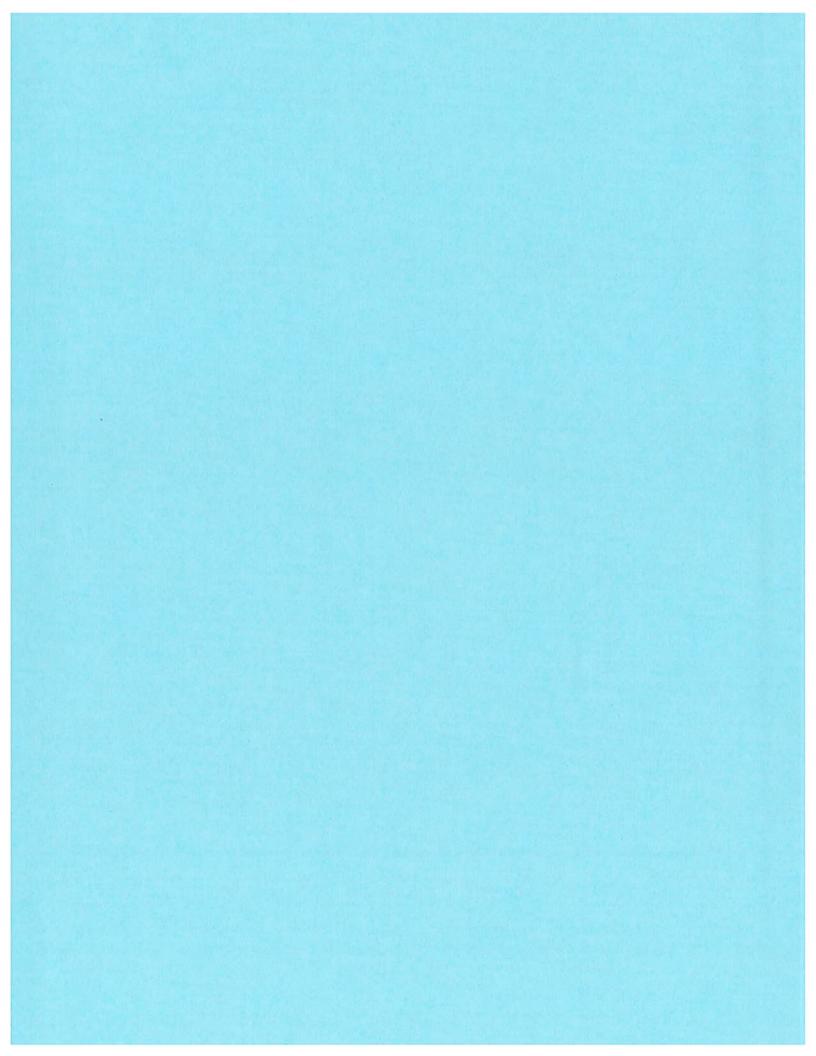
DAILY BALANC	E INFORMATION					
Date	Balance	Date	Balance	Date	Balance	
5/13	172,236.85	5/15	163,720.10	5/16	153,242.49	

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL EMS RAC ACCOUNT	1007
1216 SANTA MARIA LAREDO, TX 78040	BS-74E1/1149
C 110 x 1/h 1"	WEHERE STATE
Parto the Swith was Sudgaint Concil \$	8,516.75
Gight thousand fill hudredy sixtem 25	hillers and regard
C.Texas Community	7 0
6731, McPhernon Rd. Laredo, Texas 78041	CONTRACT OF THE PARTY OF THE PA
and all (damp lete)	
::114924810::1007 #1010591496# 4	,

DDA REGULAR CHECK 1007 Date: 05/15 Amount: \$8,516.75

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL EMS RAC ACCOUNT	1008
1216 SANTA MARIA LAREDO, TX 78040	24 4c
- 1 selile B G 1/1 1 prists	Que BURECK Halada
Pay to the Well Courty Volunteer BUS/Fix	\$\$10,477.61
Pay to the Whb Courty Volunteer ONS/Fix Zenth dissund four his dred (seventyenes)	Za Cultura II Cill Com
Community	
Bank 6731 McPherson Rd. Larede, Toxas 75001	•
rote I Endin Allow (From	
#114924810:1008 #1010591495#	-

DDA REGULAR CHECK 1008 Date: 05/16 Amount: \$10,477.61







NOTICE: SEE REVERSE SIDE FOR EMPORTANT IMPORMATION

Texas Community Bank Home

THE SEVEN FLAGS REGIONAL ADVISORY
COUNCIL ON TRAUMA, TRUMA SERVICES AREA T
GENERAL FUND ACCOUNT
1216 SANTA MARIA
LAREDO TX 78040

Date 6/10/24
Primary Account
Enclosures

Page 1 1010591396 3

TCB COURTESY CHECKING Account Number Previous Balance Deposits/Credits 3 Checks/Debits Service Charge Interest Paid	1010591396 47,940.21 .00 3,579.72 .00	Number of Enclosures 3 Statement Dates 5/13/24 thru 6/10/24 Days in the statement period 29 Average Ledger 47,420.41 Average Collected 47,420.41	
Current Balance	44,360.49		

CHECKS	IN SERIAL NUMBER	ORDER	ALESTIN A	Mary Mary Comp	in the still control of the same of	THE TRANSPORT
Date	Check No	Amount	Date	Check No	Amount	CONT. TO SERVICE
6/07 5/20		2,112.77 41.95	6/07	1019	1,425.00	
5/20	1018*		•		·	1
* Denote	s missing check number	'S				

I	DAILY BALANCE	INFORMATION					All you la
1	Date	Balance	Date	Balance	Date	Balance	
	5/13	47,940.21	5/20	47,898.26	6/07	44,360.49	

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL GENERAL FUND ACCOUNT 1216 SANTA MARIA	5 32 2034 maining
LAREDO, TX 78040	\$2112,77
Two thound one hudrel Etu	due 77 Dollars DE
For EMS McLund (bands (11-1455)	
#114924840#1020 #1010591	

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL

GENERAL FUND ACCOUNT
1918 SANTA MARIA
LAREDO, TX 78040

Pay to the Hacutia Defice supply

For the Part of the Security Securi

DDA REGULAR CHECK Date: 06/07 Amount: \$2,112.77

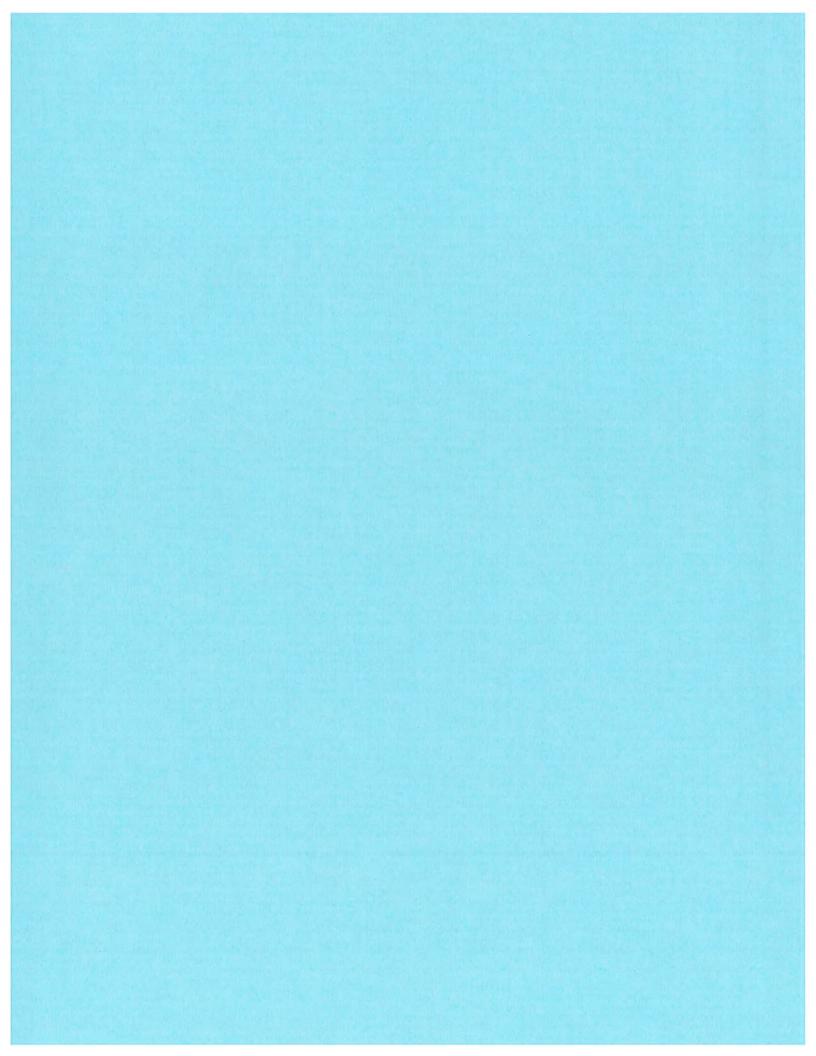
DDA REGULAR CHECK 1018 Date: 05/20 Amount: \$41.95

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL

GENERAL FUND ACCOUNT
1216 SANTA MARIA
LANEDO, TX 78040

Pay to the
Order of Council Council

DDA REGULAR CHECK 1019 Date: 06/07 Amount: \$1,425.00







NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Texas Community Bank Home

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL ON TRAUMA, TRAUMA SERVICES AREA T SYSTEM DEVELOPMENT ACCOUNT 1216 SANTA MARIA LAREDO TX 78040

Date 6/10/24 Primary Account Enclosures Page 1 1010591693 1

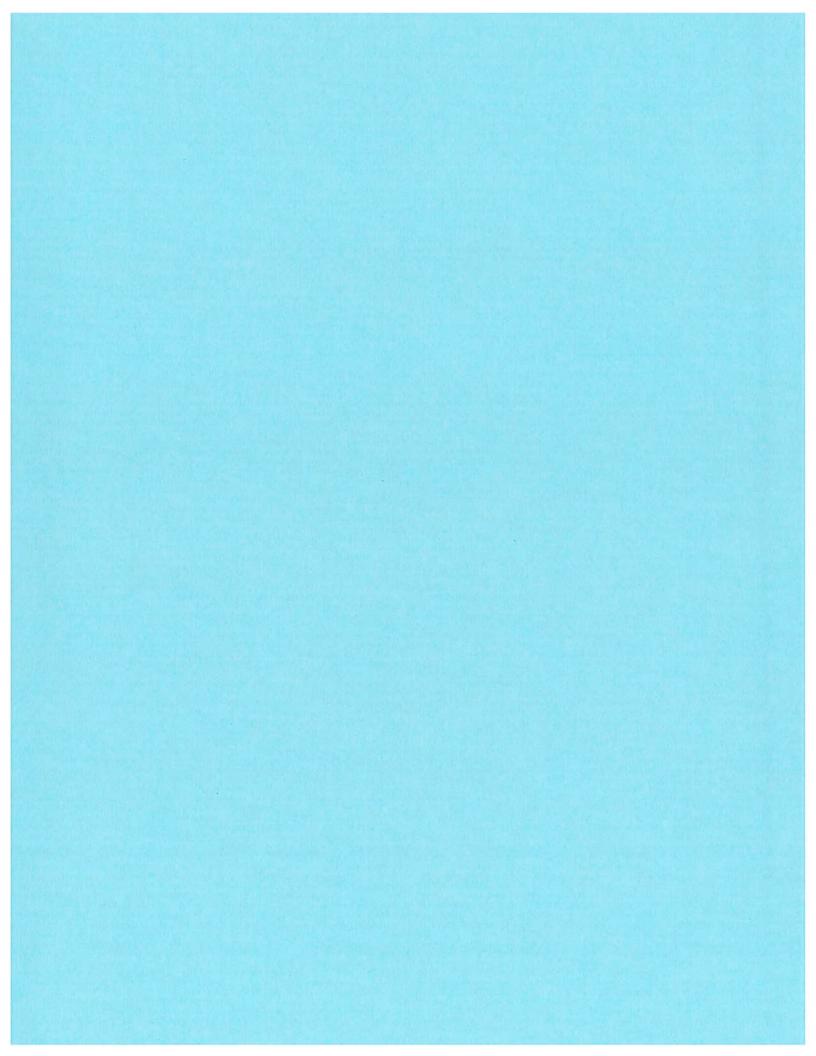
TCB COURTESY CHECKING Account Number Previous Balance Deposits/Credits 1 Checks/Debits Service Charge	1010591693 53,296.31 .00 3,287.21 .00	Number of Enclosures 1 Statement Dates 5/13/24 thru 6/10/24 Days in the statement period 29 Average Ledger 50,349.15 Average Collected 50,349.15	
Interest Paid Current Balance	.00 50,009.10		

CHECKS	IN SERIAL N	IUMBER ORDER	
Date	Check No	Amount	
5/16	1028	3,287.21	
* Denote:	s missing chec	k numbers	

DAILY BALA	NCE INFORMATION			
Date	Balance	Date	Balance	
5/13	53,296.31	5/16	50,009.10	The state of the s

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL SYSTEM DEVELOPMENT ACCOUNT 1210 SANTA MARIA LAREOD, TX 78040	1028 80 2481/1149 24
By with Webb Courty Volunteer Fire EUS	\$ 3287.21
CTI Merensey Last Total Total	Continue or that
12.11.9.24.8.10:10.10.89.10.10.59.16.4311	-

DDA REGULAR CHECK 1028 Date: 05/16 Amount: \$3,287.21







NOTICE: SEE REVERSE SIDE FOR IMPORTANT IMPORMATION

Texas Community Bank Home

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL ON TRAUMA, TRAUMA SERVICES AREA T HOLDING ACCOUNT 1216 SANTA MARIA LAREDO TX 78040 Date 6/10/24 Primary Account Enclosures Page 1 1010591792 1

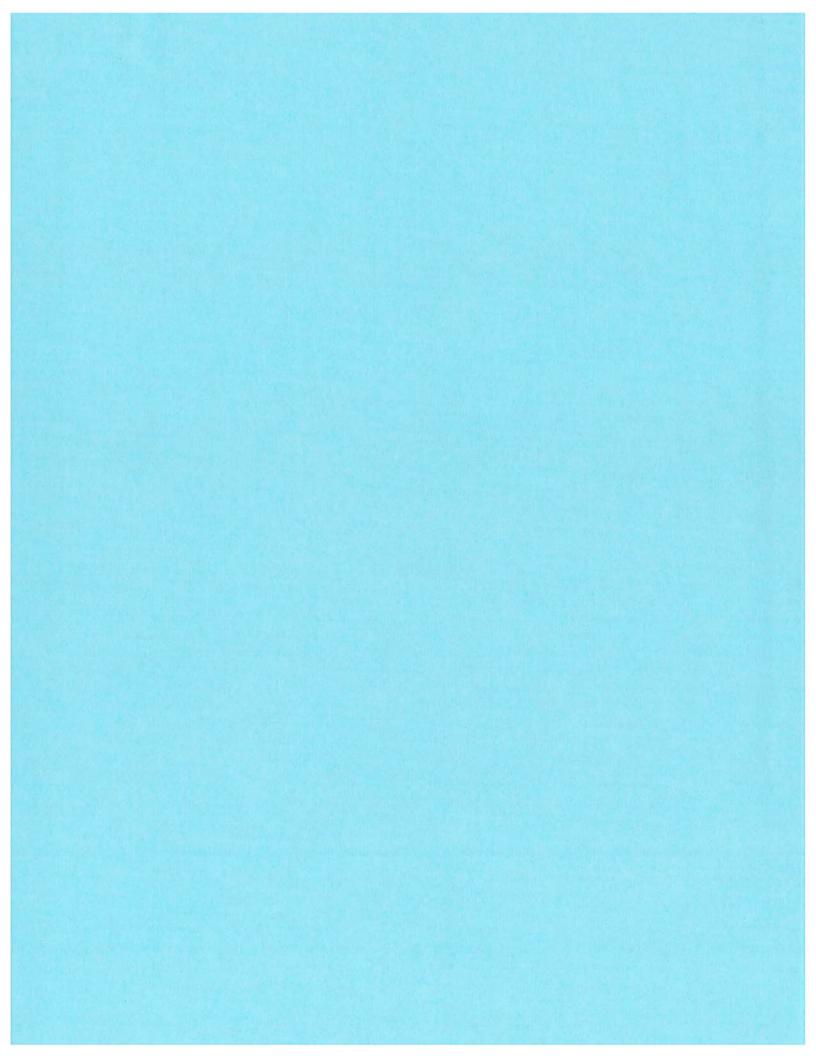
TCB COURTESY CHECKING Account Number Previous Balance Deposits/Credits 1 Checks/Debits Service Charge	1010591792 363,799.46 .00 312,000.00 .00	Number of Enclosures 1 Statement Dates 5/13/24 thru 6/10/24 Days in the statement period 29 Average Ledger 234,696.01 Average Collected 234,696.01	
Interest Paid Current Balance	51,799.46		- Y Bo

CHECKS	IN SERIAL	NUMBER ORDER	eriching Martisule	CONTROL DE LA CONTROL DE L
Date	Check No		Amount	
5/30	1022		312,000.00	
* Denotes	s missing che	ck numbers	*	

DAILY BALA	NCE INFORMATION			
Date	Balance	Date	Balance	
5/13	363,799.46	5/30	51,799.46	

THE SEVEN FLAGS REGIONAL ADVISORY COUN HOLDING ACCOUNT 1216 SANTA MARIA	/ 1	1022
Pay to the Ay of Lunedo Fin	5/22/2024 eliene 1831	9,000.00
There and tolk tuder - Hamsen	1 000	
T	Dollar	S Interest
For 39 - States of Aurase twitten	Dollar	S Separate S

DDA REGULAR CHECK 1022 Date 05/30 Amount: \$312,000.00







MEMBER FDIC

Texas Community Bank Home

THE SEVEN FLAGS REGIONAL ADVISORY
COUNCIL ON TRAUMA, TRAUMA SERVICES AREA T
1216 SANTA MARIA
LAREDO TX 78040

Date 7/10/24
Primary Account
Enclosures

Page 1 1010591594 6

EMS Com ty Assistance

TCB COURTESY CHECKING Number of Enclosures 6 Account Number 1010591594 Statement Dates 6/11/24 thru 7/10/24	
Account Number 1010591594 Statement Dates 6/11/24 thru 7/10/24 Previous Balance 84,841.40 Days in the statement period 30 Deposits/Credits .00 Average Ledger 60,054.53 6 Checks/Debits 46,180.00 Average Collected 60,054.53 Service Charge .00 Interest Paid .00 Current Palance 38 661.40	

-	CHECKS	IN SERIAL NUMBER ORDER	AS WELLSON			
ĺ	Date	Check No	Amount	Date	Check No	Amount
	6/24 6/24 6/21	1025 1026 1027	16,570.00 5,922.00 5,922.00	6/20 6/24 7/08	1028 1029 1031*	5,922.00 5,922.00 5,922.00
[* Denote:	s missing check numbers				

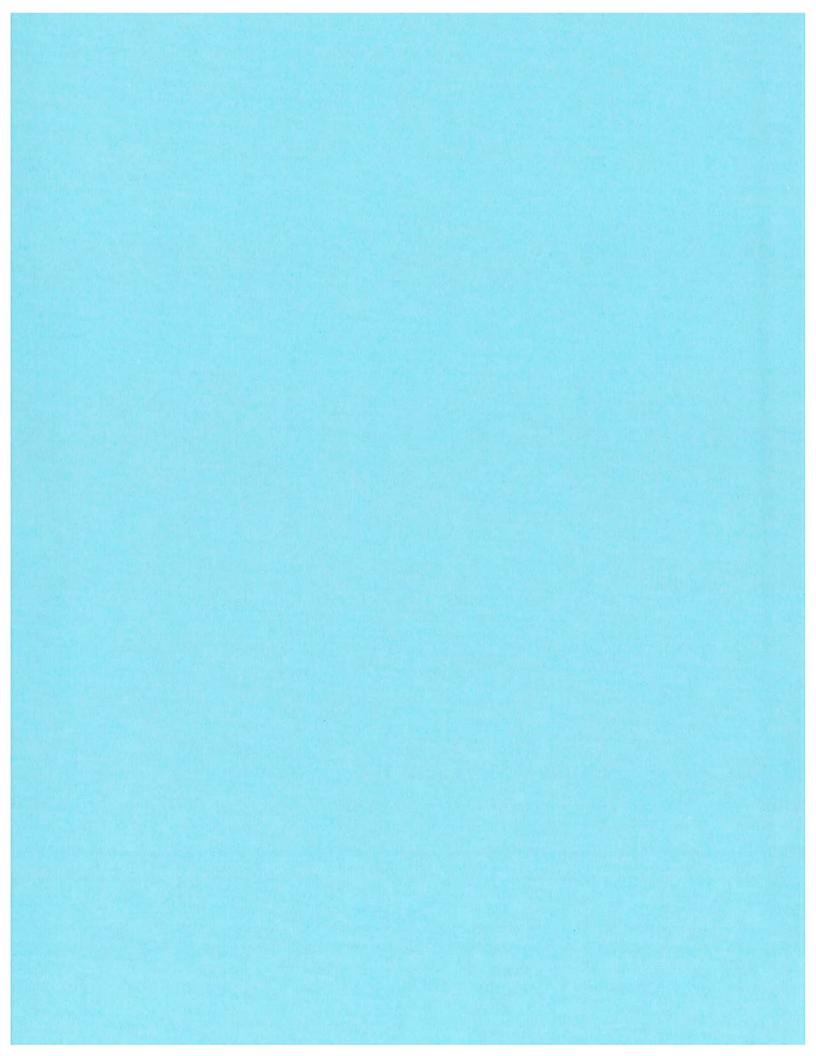
DAILY BALAN	CE INFORMATION					
Date	Balance	Date	Balance	Date	Balance	
6/11 6/20	84,841.40 78,919.40	6/21 6/24	72,997.40 44,583.40	7/08	38,661.40	

	THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL EMS COUNTY ASSISTANCE 1025 1216 SATISTAN MARIA LAREDO, TX 78040 PAY 10 the Styline EMS Sithern Housauth, us hurbed seven ty 35 Uniter Dillare 1025 1876,570.00	,	THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL EMB COUNTY ASSISTANCE IS COUNTY ASSISTANCE IS COUNTY AND SEVEN AND SEVEN CO. BY THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL EMB COUNTY ASSISTANCE IS SEVEN FLAGS FLAGS THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL EMB COUNTY ASSISTANCE SEVEN FLAGS FLAGS THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL EMB COUNTY ASSISTANCE SEVEN FLAGS FLAGS THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL EMB COUNTY ASSISTANCE SEVEN FLAGS FLAGS	1026 8 8 8 8 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9
	6721 McPhroson 1921 6721 McPhroson 1921 For Yay 50 32 50 Aggs Access A		For FY. 4 FEM 5. LO 26 4° 20 20 59 159 4 15	
Di	DAREGULAR CHECK 1025 Date: 06/24 Amount: \$16,570.00 THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL ENSIGNMENT ASSISTANCE 1216 SANTA MARIA LAREDO, TX 78010 PAY to the Conder of Lando Life Like \$5,923. Civet Hours In in hundred the trusty two Community Bank FOR EXAMPLES TO A AMA 1: 1147248101: 1027 11 10 10571574116	DD	THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL EMS COUNTY ASSISTANCE 1216 SANTA MARIA LAREDO, TX 76040 PAY to the D Order of Mark Control Maria Bank FOR CAT AND	1028 1028
DE	THE SEVEN PLAGE REGIONAL ADVISORY COUNCIL EMS COUNTY ASSISTANCE 1216 SANTA MARIA LAREDO, TY 76040 PAYTO the) 1/1/10/1 04 5 (11.06 4.06) 10.29 00.140/140 10.29 00.140/140 10.29 00.140/140 10.29 10	DDA	THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL EMS COUNTY ASSISTANCE 1216 SANTA MARIA LAREDO, 17 76040 PAY (e the) Anna C Cane Am Carlana 1525	1031 mzauria @cacs ama

DDA REGULAR CHECK 1029 Date: 06/24 Amount: \$5,922.00

For CY. BY EAS TO ASST. Award Sile to Roll of 121 149 248 1012 1029 10 10 1059 1594 10

DDA REGULAR CHECK 1031 Date: 07/08 Amount: \$5,922.00





MEMBER FDIC



HOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Texas Community Bank Home

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL ON TRAUMA, TRAUMA SERVICES AREA T EMS RAC ACCOUNT 1216 SANTA MARIA LAREDO TX 78040 Date 7/10/24 Primary Account Enclosures

Page 1 1010591495 6

TCB COURTESY CHECKING Account Number Previous Balance Deposits/Credits 6 Checks/Debits Service Charge Interest Paid Current Balance	1010591495 153,242.49 .00 62,865.66 .00 .00 90,376.83	Number of Enclosures Statement Dates 6/11/24 thru 7/10/24 Days in the statement period 30 Average Ledger 134,382.79 Average Collected 134,382.79
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CHECKS	IN SERIAL NUMBER ORDER				
Date	Check No	Amount	Date	Check No	Amount
7/03 6/20 6/24	1009 1010 1011	10,477.61 10,477.61 10,477.61	7/08 7/08 7/09	1014* 1015 1016	10,477.61 10,477.61 10,477.61
Denotes	missing check numbers				

DAILY BALAN	ICE INFORMATION	A PROPERTY AND INC.				
Date	Balance	Date	Balance	Date	Balance	
6/11 6/20	153,242.49 142,764.88	6/24 7/03	132,287.27 121,809.66	7/08 7/09	100,854.44 90,376.83	

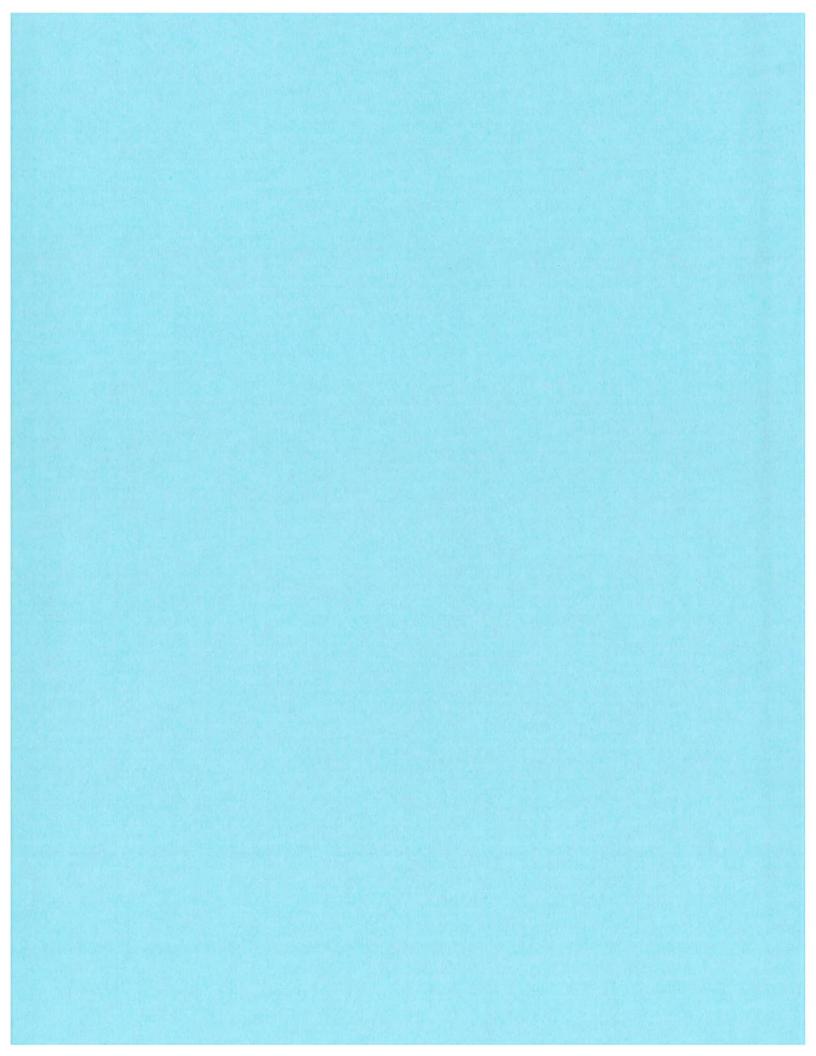
THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL EMS RAC ACCOUNT 1210 SANTA MARIN 1210 SANTA MARIN LAREDO, TX 78040 GENECK MININE GENECK MININE	THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL EMS RAC ACCOUNT 1216 SANTA MARIA LAREDO, TX 78040 1010
Conthorisant four hundy searty severy from the	Lenthorsen of for hunder by seven 61 200 00
To Continuarity Bank For GKAY Audit At a call of the c	Book F. Auard

DDA REGULAR CHECK 1009 Date: 07/03 Amount: \$10,477.61	DDA REGULAR CHECK 1010 Date: 06/20 Amount: \$10,477.61
THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL EMES RAC ACCOUNT 1216 SANTA MARIA LAREDO, TX 76040	THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL ENS RAC ACCOUNT 1216 SANTA MARIA LAREDO, TX 78040 1014 65 248U7149 66 248U7149 67 25 25 25 25 25 25 25 25 25 25 25 25 25
Payto the Victorious Care Amyulure \$10,477, 61	Pay to the Bronze Star Amadeire Service \$ 10,477 61
Trees The Person Relative Community Bank 6721 McPherson Relative Community C	Committee Control of C
10 FT FI AWAS A WOLLTON Sleet Acolog & -	Forth 24 E . Aund Alloc.
	The second secon
DDA REGULAR CHECK 1011 Date: 06/24 Amount: \$10,477.61	DDA REGULAR CHECK 1014 Date: 07/08 Amount: \$10,477.61
THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL EMS RAC ACCOUNT 1216 SANTA MARIA LAREDO, TX 78040 1015 61 30 30 44 LAREDO, TX 78040	THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL EMS RAC ACCOUNT 1219 SANTA MARIA LAREDO, TX 78040 ACCOUNT AND ADVISORY COUNCIL BARBUTIAN BARBU
Torthousand Buy huders seen y seven 15 10,477 61	Portoite Skyline ENS 18/0 477, 61 Conther of Skyline Enes 18/0 477, 61
C Toxas Community Bank 6721 Meteoreum Re. Larento Touna 78041	Transmitter Book of the Book o
1114924810:1015 110105914951	12114924810121086 11 10 10 59349511

DDA REGULAR CHECK 1015 Date: 07/08 Amount: \$10,477.61

DDA REGULAR CHECK 1016 Date: 07/09 Amount: \$10,477.61

1010







HOTICE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Texas Community Bank Home

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL ON TRAUMA, TRUMA SERVICES AREA T GENERAL FUND ACCOUNT 1216 SANTA MARIA LAREDO TX 78040 Date 7/10/24 Primary Account Enclosures

Page 1 1010591396 1

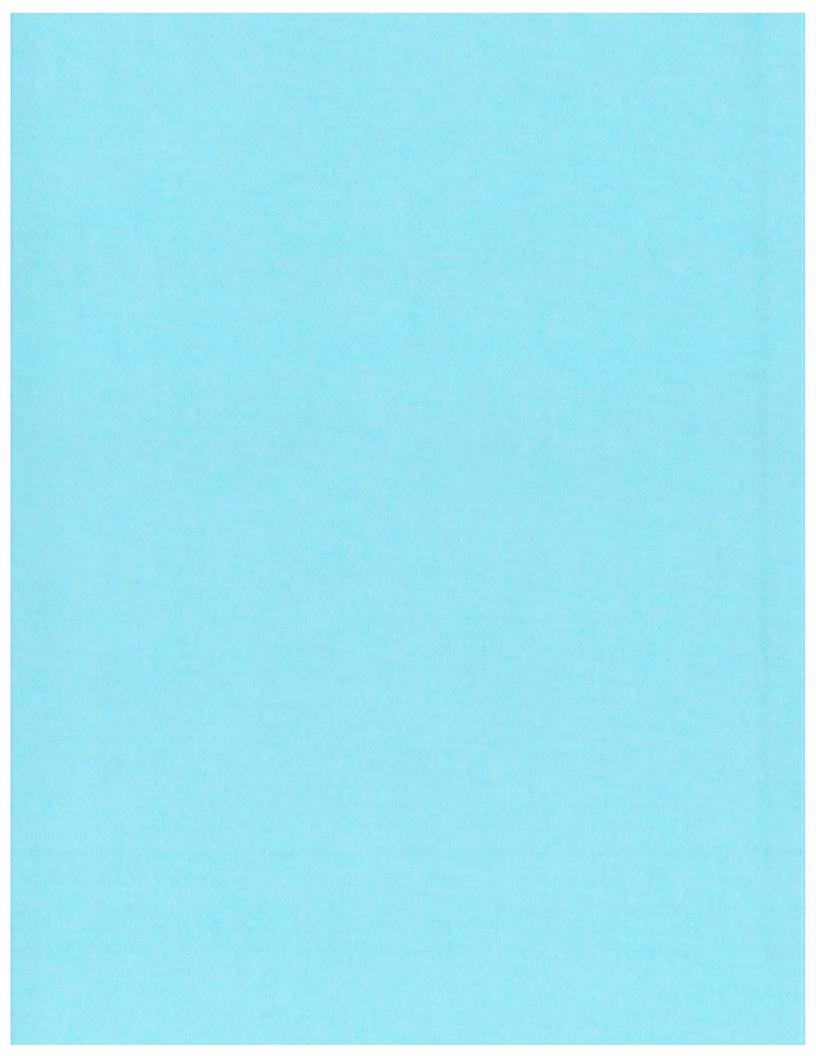
Account No Previous I Depo	Balance osits/Credits cks/Debits narge	1010591396 44,360.49 .00 848.51 .00 .00	Number of Enclosures Statement Dates 6/11/24 thru Days in the statement period Average Ledger Average Collected	1 7/10/24 30 43,879.66 43,879.66
Current B		43,511.98		

CHECKS	IN SERIAL NU	JMBER ORDER	
Date	Check No	Amount	
6/24	1021	848.51	
* Denote:	s missing check	numbers	

DAILY BALANCE	INFORMATION			
Date	Balance	Date	Balance	
6/11	44,360.49	6/24	43,511.98	

THE SEVEN FLAGS REGIONAL ADVISORY COUNCEL GENERAL FUND ACCOUNT LARGOO, TX 78040 LARGOO, TX 78040	1021
Pay to the DOM R. Keiser	\$ 848, 51
Continuity Back to Year 1961	Dollars 🚳 🚟
1:214924810:1021 10 10 105913961	51 ·

DDA REGULAR CHECK 1021 Date: 06/24 Amount: \$848.51







NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Texas Community Bank Home

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL ON TRAUMA, TRAUMA SERVICES AREA T SYSTEM DEVELOPMENT ACCOUNT 1216 SANTA MARIA LAREDO TX 78040 Date 7/10/24 Primary Account Enclosures

Page 1 1010591693 6

TCB COURTESY CHECKING Account Number 1010591693 Previous Balance 50,009.10 Deposits/Credits .00 6 Checks/Debits 19,723.29 Service Charge .00 Interest Paid .00 Current Balance 30,285.81	Number of Enclosures Statement Dates 6/11/24 thru 7/10/24 Days in the statement period 30 Average Ledger 39,928.30 Average Collected 39,928.30

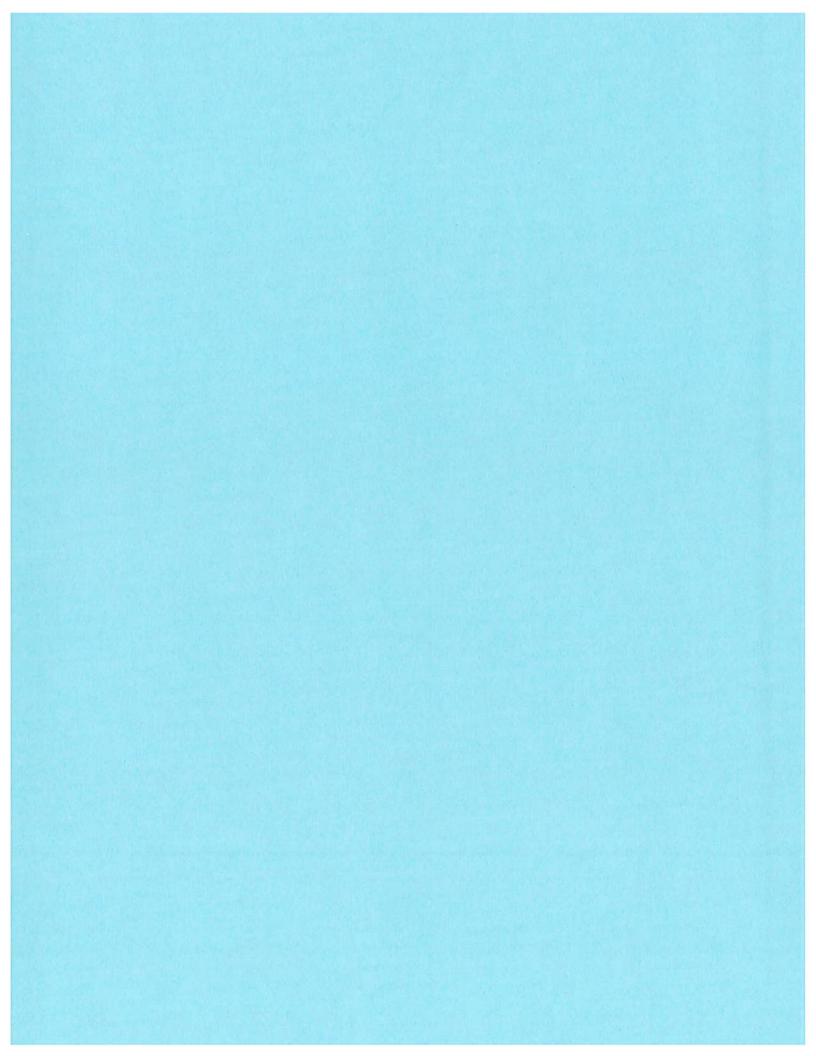
CHECKS IN SERIAL NUMB	ER ORDER Amount	Date (Check No	Amount
6/24 1030 6/24 1031 6/24 1032 * Denotes missing check num	3,287.21 3,287.24 3,287.21	6/20 6/24 7/08	1033 1034 1037*	3,287.21 3,287.21 3,287.21

DAILY BALAN	NCE INFORMATION	NEW COLUMN		A CANADA TO STORE SAIL OF THE LOCAL PROPERTY OF THE PARTY
Date	Balance	Date	Balance	
6/11 6/20	50,009.10 46,721.89	6/24 7/08	33,573.02 30,285.81	

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL BYSTEM DEVELOPMENT ACCOUNT 12:16 BANTA MARIA LARROO, TX 70040 Pay to the Lando Melical Center \$ 3, 287. 21 Insoftions and two hindred cisting some linguis Bank Complete Seven Award Sileate Bank GLAGIGODA Complete Seven Award Sileate Bank Complete Seven Award Sileate Bank Complete Seven Award Co	THE STYPEN FLAGS RECIONAL ADVISORY COUNCIL SYSTEM DEVELOPMENT ACCOUNT 1216 SANTA MARIA LANEDO, TX 78040 Pay to the S Kyline EMS Order of SKyline EMS S 3387, 24 Vere thousand two kintreleants seven expension For the Styline EMS S 18 3387, 24 Order of Styline EMS S 20 Transpiry STILLER SCHOOL TO BE THE STORY TO BE THE STORY 6:114.924810:1031 18 101059169318
DDA REGULAR CHECK 1030 Date: 06/24 Amount: \$3,287.21	DDA REGULAR CHECK 1031 Date: 06/24 Amount: \$3,287.24
THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL SYSTEM DEVELOPMENT ACCOUNT IZIO SANTA MANIA LAREDO, TA 19040 Fay to the Bronge Stav Amb Service \$ 3287, 21 Mee Work of Mania Stave Mania Service \$ 3287, 21 Mee Work of Mania Stave Mania Service Stave	THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL BYSTEM DEVELOPMENT ACCOUNT 1210 SANTA MARINA LAMBOO, TX 78040 Pay to the Mada ain Account Account Salay Savan Stalling The House of London Salay Savan Stalling The Community OTH INFORMATION AND ACCOUNT SAVAN SAVAN 1: 1149248101: 1033 18 101099169318
DDA REGULAR CHECK 1032 Date: 06/24 Amount: \$3,287.21	DDA REGULAR CHECK 1033 Date: 06/20 Amount: \$3,287.21
THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL SYSTEM DEVELOPMENT ACCOUNT 1216 SANTA MARIA LANEDO, TX 78040 PAN TON IN VICTOR INS COME AMMUNICAS 3, 387. 21 THE OF THE MASSAULT TON TON AND AND AND AND AND AND AND AND AND AN	THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL SYSTEM DEVELOPMENT ACCOUNT 1218 SANTA MARIA LAREDO, TO TROBO PARTITUM TO THE AMBULANCE \$ 32.87.21 TO THE THORNESS REGIONAL ADVISORY FLAGS FOR THE THORNESS REGIONAL ADVISORY FLAGS TO THE THORNESS REGIONAL ADVISORY COUNCIL 121 LA TO THE THORNESS REGIONAL ADVISORY COUNCIL 122 LA TO THE THORNESS REGIONAL ADVISORY COUNCIL 122 LA TO THE THORNESS REGIONAL ADVISORY COUNCIL 123 LA TO THE THORNESS REGIONAL ADVISORY COUNCIL 124 LA TO THE THORNESS REGIONAL ADVISORY COUNCIL 125 LA TO THE THORNESS REGIONAL ADVISORY COUNCIL 125 LA TO THE THORNESS REGIONAL ADVISORY COUNCIL 126 LA TO THORNESS REGIONAL ADVISORY COUNCIL 127 LA TO THORNESS REGIONAL ADVISORY COUNCIL 128 LA TO THORNESS REGIONAL ADVISORY COUNCIL 128 LA TO THORNESS REGIONAL ADVISORY COUNCIL 129 LA TO THORNESS REGIONAL ADVISORY COUNCIL 120 LA TO THORNESS REGIONAL ADVISORY COUNCIL 121 LA TO THORNESS REGIONAL ADVISORY COUNCIL 122 LA TO THORNESS REGIONAL ADVISORY COUNCIL 123 LA TO THORNESS REGIONAL A

DDA REGULAR CHECK 1034 Date: 06/24 Amount: \$3,287.21

DDA REGULAR CHECK 1037 Date: 07/08 Amount: \$3,287.21







HOTICE: SEE REVERSE SIDE FOR IMPORTANT IMPORMATION

Texas Community Bank Home

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL ON TRAUMA, TRAUMA SERVICES AREA T HOLDING ACCOUNT 1216 SANTA MARIA LAREDO TX 78040 Date 7/10/24 Primary Account Enclosures

Page 1 1010591792 1

TCB COURTESY CHECKING Account Number Previous Balance Deposits/Credits 1 Checks/Debits Service Charge	1010591792 51,799.46 .00 7,187.50	Number of Enclosures Statement Dates 6/11/24 thru 7/10/2 Days in the statement period Average Ledger 46,289.0 Average Collected 46,289.0	0
Interest Paid Current Balance	.00 44,611.96		

CHECKS	IN SERIAL	NUMBER ORDER	
Date	Check No	Amount	
6/18	1023	7,187.50	
* Denote:	s missing ched	k numbers	

	NCE INFORMATION			
Date	Balance	Date	Balance	
6/11	51,799.46	6/18	44,611.96	

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL	1023
HOLDING ACCOUNT 1216 SANTA MARIA	2014
LAREDO, TX 78040	Monte Schrok assess
Pay to the Order of Jose Gornley Ja	1\$7/87.50
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#114924810:1023 #1010591792#	0 /

DDA REGULAR CHECK 1023 Date: 06/18 Amount: \$7,187.50





MEMBER FDIC

Texas Community Bank Home

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL ON TRAUMA, TRAUMA SERVICES AREA T 1216 SANTA MARIA LAREDO TX 78040

Date 8/09/24 Primary Account Enclosures

Page 1 1010591594

EMS County Assistance

		3
1010591594	Statement Dates 7/11/24 thru	u 8/11/24
		,, 35
		10 245 20
	Average Legger	19,245.38
26.778.40	Average Collected	19,245.38 19,245.38
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.00		
11,883.00		
	1010591594 38,661.40 .00 26,778.40 .00 .00 11,883.00	38,661.40 Days in the statement period .00 Average Ledger 26,778.40 Average Collected .00 .00

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Date	Check No		Amount	Date	Check No	Amount	
7/24 7/12	1024 1030*		14,934.00 5,922.40	7/17	1034*	5,922.00	
* Denote	s missing che	ck numbers					

DAILY BALAN	NCE INFORMATION	Sel-Wilmiles		
Date	Balance	Date	Balance	
7/11 7/12	38,661.40 32,739.00	7/17 7/24	26,817.00 11,883.00	

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL EMS COUNTY ASSISTANCE 1216 SANTA MARIA LAREDO, TX 78040	5 34 3024	1024 &
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THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL. EMS COUNTY ASSISTANCE	1030
1216 SANTA MARIA LAREDO, TX 75040	D2()
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PAY so the City of Caredo Fire EMS Fire Housand Machindred Thronty toro	Wolfara D
Traces Commission	Ce
6731 McPherman Rd. Laurein, Tanan 78041	٠
For FX24 EUIS TO ASST. Award A Vac	
#1010591594# /	8

DDA REGULAR CHECK 1024 Date: 07/24 Amount: \$14,934.00

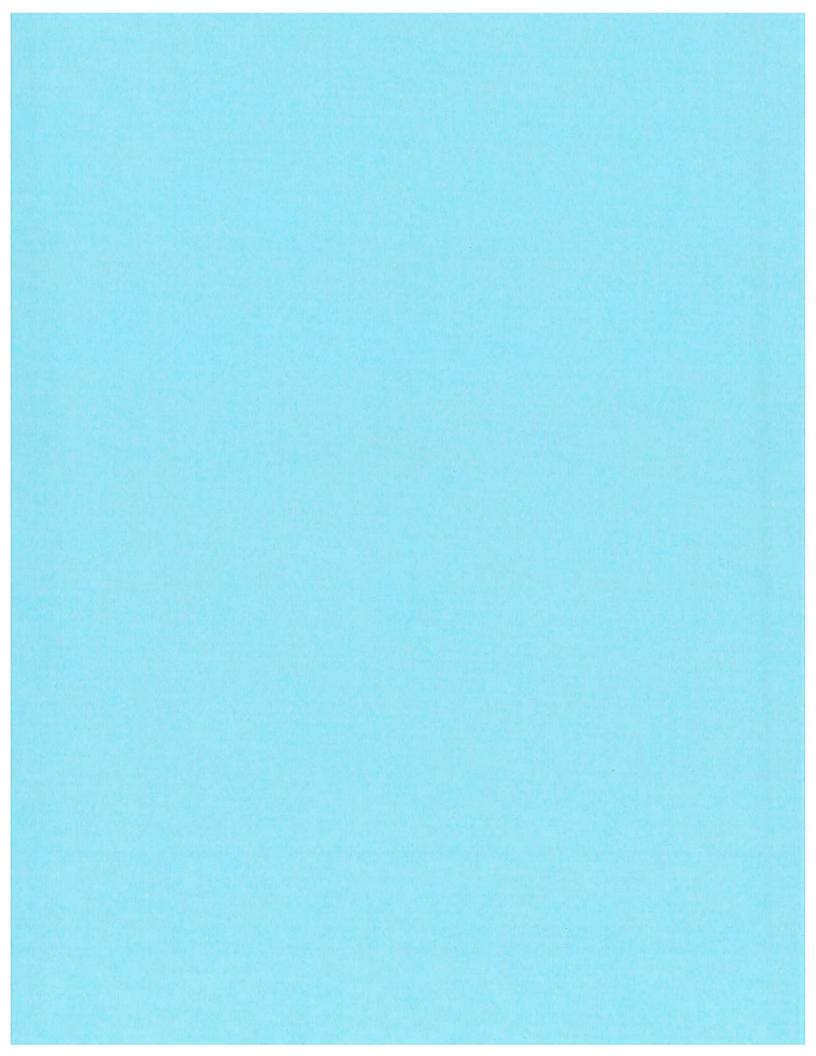
THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL
EMS COUNTY ASSISTANCE
1216 SANTA MARIA
LAREDO, TX 70040

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DDA REGULAR CHECK 1034 Date: 07/17 Amount: \$5,922.00

DDA REGULAR CHECK 1030 Date: 07/12 Amount: \$5,922.40





Texas Community Bank Home

Community
Bank
6721 McPherson Road
P. 0. 80x 450269
Laredo, TX 78045
[956] 722:8333

HOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL ON TRAUMA, TRAUMA SERVICES AREA T EMS RAC ACCOUNT 1216 SANTA MARIA LAREDO TX 78040

Date 8/09/24 Primary Account Enclosures

Page 1 1010591495 2

TCB COURTESY CHECKING ACCOUNT Number Previous Balance Deposits/Credits 2 Checks/Debits Service Charge Interest Paid Current Balance	1010591495 90,376.83 .00 20,955.22 .00 .00 69,421.61	Number of Enclosures Statement Dates 7/11/24 thru 8/11/24 Days in the statement period 32 Average Ledger 79,899.22 Average Collected 79,899.22	
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CHECKS	IN SERIAL NUMBER ORDER	Pott profession and	STATE OF THE PARTY		
Date	Check No	Amount	Date	Check No	Amount
7/23	1012	10,477.61	7/31	1013	10,477.61
* Denotes	missing check numbers				

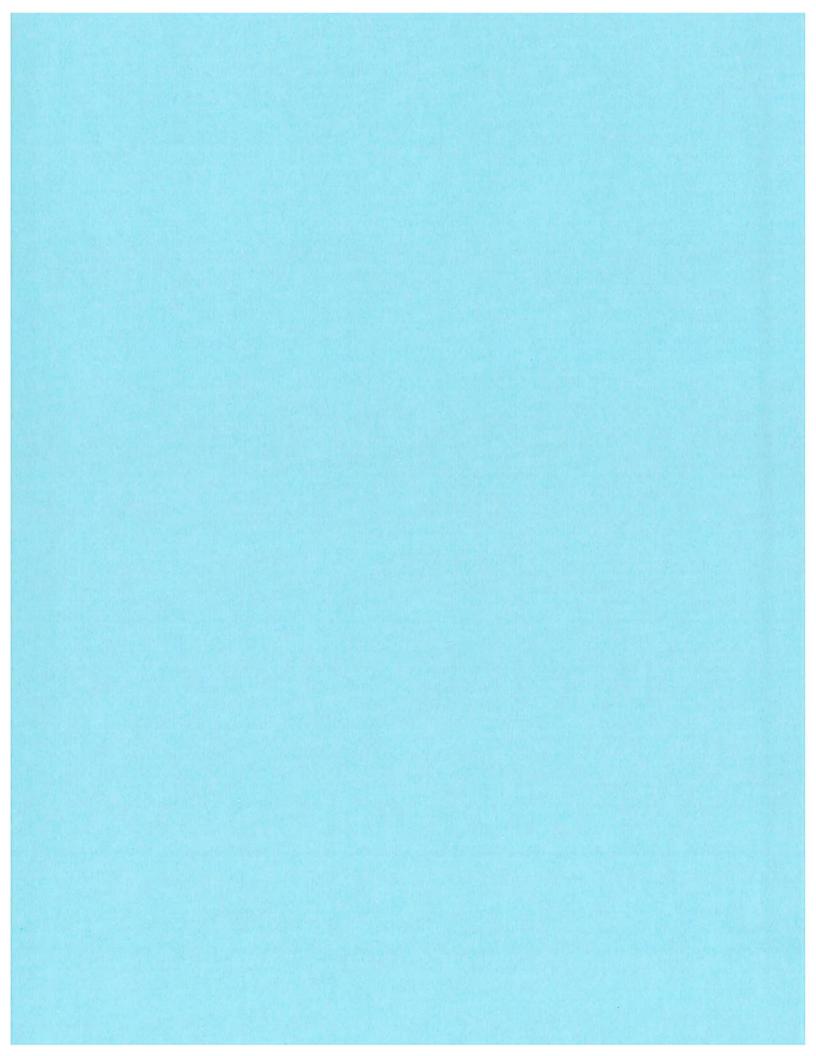
DAILY BALA	NCE INFORMATION					A STREET
Date	Balance	Date	Balance	Date	Balance	() The Wall
7/11	90,376.83	7/23	79,899.22	7/31	69,421.61	

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL, EMS RAC ACCOUNT 1216 SANTA MARIA	1012
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Community Bank 0721 Merbernes Hd. Leredo Tena 78011	(:- =
:: 114924 B 10:: 1012 = 1010591495=	7

DDA REGULAR CHECK 1012 Date: 07/23 Amount: \$10,477.61

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL	1013
LAREDO, TX 78040	2/2024
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Jan thousand bur hundred or severy seva	1 Albellato
Continuous	le.
STEI Mal'herson Hel. Lenzdo, Trans 78641	
1. 114924810:1013 #1010591495#	~

DDA REGULAR CHECK 1013 Date: 07/31 Amount: \$10,477.61







NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Texas Community Bank Home

THE SEVEN FLAGS REGIONAL ADVISORY
COUNCIL ON TRAUMA, TRUMA SERVICES AREA T
GENERAL FUND ACCOUNT
1216 SANTA MARIA
LAREDO TX 78040

Date 8/09/24
Primary Account
Enclosures

Page 1 1010591396

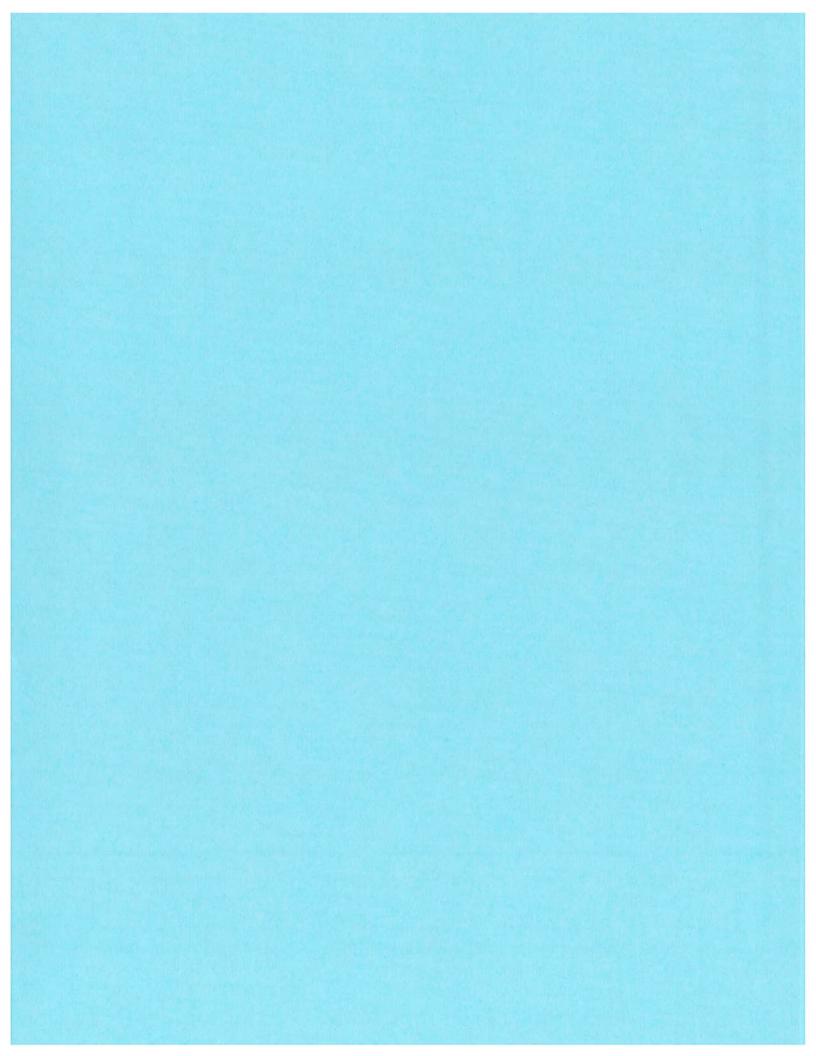
TCB COURTESY CHECKING ACCOUNT Number Previous Balance	1010591396 43,511.98	Number of Enclosures Statement Dates 7/11/24 thru 8/11/24 Days in the statement period 32	
Deposits/Credits 1 Checks/Debits Service Charge	1,100.00 .00	Average Ledger 42,927.60 Average Collected 42,927.60	
Interest Paid Current Balance	.00 42,411.98		

CHECKS	IN SERIAL NUM	BER ORDER	
Date	Check No	Amount	
7/26	1022	1,100.00	
* Denotes	s missing check n	umbers	

DAILY BALA	NCE INFORMATION			
Date	Balance	Date	Balance	
7/11	43,511.98	7/26	42,411.98	

 THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL GENERAL FUND ACCOUNT 1210 SANTA MARIA LAREDO, TX 78040 7 / 2/3/3/3 Y	1022 magnatus
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Continuity The Market Prices Read Town 1991	,
1:114924810:1022 #1010591396#)	

DDA REGULAR CHECK 1022 Date: 07/26 Amount: \$1,100.00





Bank 6721 McPherson Road P. 0. Box 450269 Laredo, TX 78045 (956) 722-8333

HOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Texas Community Bank Home

THE SEVEN FLAGS REGIONAL ADVISORY
COUNCIL ON TRAUMA, TRAUMA SERVICES AREA T
SYSTEM DEVELOPMENT ACCOUNT
1216 SANTA MARIA
LAREDO TX 78040

Date 8/09/24
Primary Account
Enclosures

Page 1 1010591693 3

TCB COURTESY CHECKING Account Number	1010591693	Number of Enclosures 3 Statement Dates 7/11/24 thru 8/11/24
Previous Balance Deposits/Credits	30,285.81	Days in the statement period 32 Average Ledger 22.478.78
3 Checks/Debits Service Charge	9,861.46 .00	Average Collected 22,478.78
Interest Paid Current Balance	.00 20,424.35	

	IN SERIAL N	NUMBER ORDER					TAX PARTY NO.
Date	Check No		Amount	Date	Check No	Amount	
7/24	1029		3,287.04 3,287.21	7/17	1036	3,287.21	
7/12	1035*		3,287.21				
Denotes	missing chec	k numbers					

DAILY BALA	NCE INFORMATION			
Date	Balance	Date	Balance	
7/11 7/12	30,285.81 26,998.60	7/17 7/24	23,711.39 20,424.35	

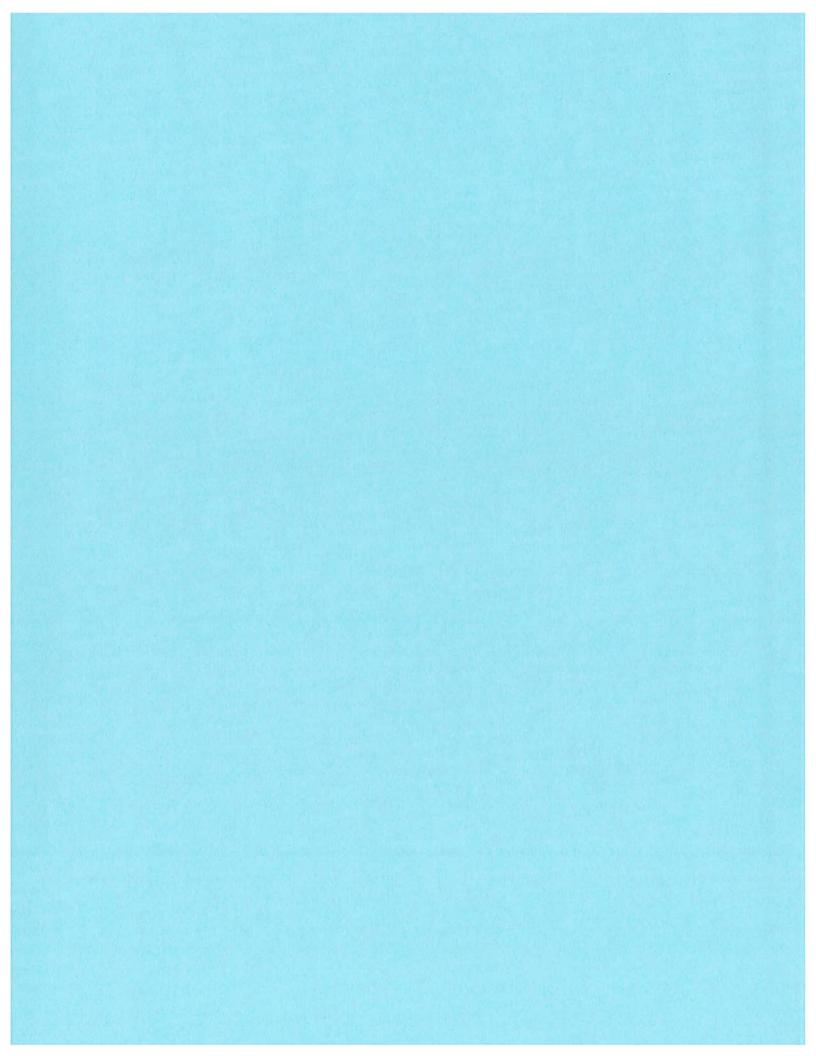
THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL SYSTEM DEVELOPMENT ACCOUNT	1029
LAREDO, TX 78040	12024
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DDA REGULAR CHECK 1029 Date: 07/24 Amount: \$3,287.04	P. (4)
THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL SYSTEM DEVELOPMENT ACCOUNT 1210 SANTA MARIN 1210	1036 1036 10340/149
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DDA REGULAR CHECK 1036 Date: 07/17 Amount: \$3,287.21

THE SEVEN FLAGS REGIONAL ADVISORY COUNCY SYSTEM DEVELOPMENT ACCOUNT 1216 SANTA MARIA LAREDO, TX 78040	6/19/2024
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DDA REGULAR CHECK 1035 Date: 07/12 Amount: \$3,287.21







NOTICE: SEE REVERSE SIDE FOR IMPORTANT IMPORMATION

Texas Community Bank Home

THE SEVEN FLAGS REGIONAL ADVISORY
COUNCIL ON TRAUMA, TRAUMA SERVICES AREA T
HOLDING ACCOUNT
1216 SANTA MARIA
LAREDO TX 78040

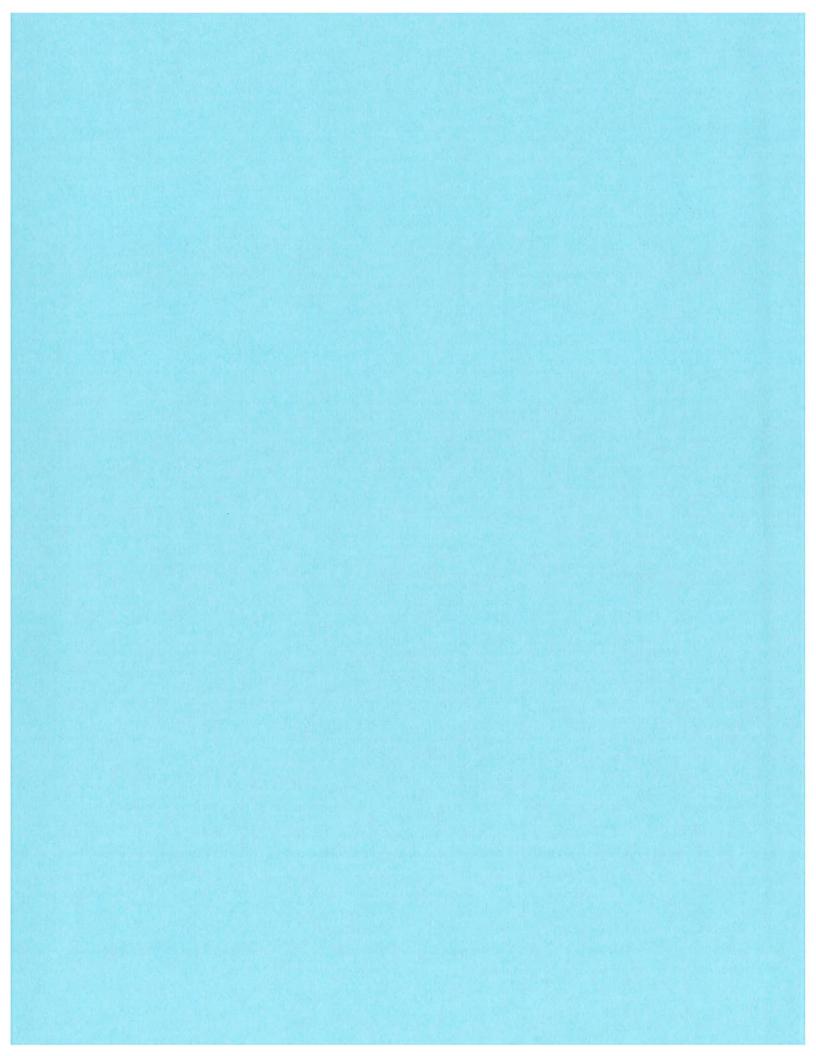
Date 8/09/24
Primary Account
Enclosures

Page 1 1010591792

CHECKING ACCOUNT

Previous Balance Deposits/Credits Checks/Debits Service Charge Interest Paid	Number of Enclosures Statement Dates 7/11 44,611.96 Days in the statement .00 Average Ledger .00 Average Collected .00 44,611.96	0 1/24 thru 8/11/24 period 32 44,611.96 44,611.96
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DAILY BALA	NCE INFORMATION	
Date	Balance	
7/11	44,611.96	



FY24 OPERATING BUDGET EXPENSE REPORT (MAY - AUGUST)

FY24 SFRAC GENERAL FUND MEMBERSHIP REVENUE SUMMARY

General Fund Projected
Membership Revenue for
FY24
Actual Membership Funds
Collected to Date

Total (+/-) % (\$500.00)

FY24 GRANT PROGRAM FUNDS

EMS County Assistance \$90,724.00 Grant (Regular) Senate Bill 500 Funding \$0.00 System Development (i.e., \$46,021.00 Exceptional Item (E.I.) Legislative Funding (EMS \$150,000.00 EMS RAC Grant (Regular) \$34,067.00 FY24 Fund Raiser \$10,305.00 (Bowlathon) \$331,117.00 Total

FY24 General Fund (Program Operation) Expenditures

	Projected Cost	Actual Cost (Paid)	Difference
Post Office Fee	\$180.00	\$176.00	\$4.00
VFIS Insurance	\$1,500.00	\$1,425.00	\$75.00
TETAF Dues	\$900.00	\$1,000.00	-\$100.00
DHSH Re: (Payment of Disallowed Cost)	\$0.00	\$303.21	-\$303.21
CPA IRS Filing/Income Statement	\$1,000.00	\$1,100.00	-\$100.00
RAC Chair/GETAC Travel (November 2023, Austin, Tx.)	\$3,800.00	\$1,271.35	\$2,528.65
GETAC Travel (March 2024, Austin, Tx.)	\$2,000.00	\$991.10	\$1,008.90
GETAC Travel (June 2024 Austin, Tx.)	\$2,000.00	\$848.51	\$1,151.49
GETAC Travel (August 2024 Austin, Tx.)	\$2,000.00		\$2,000.00
TETAF Annual Workshop/Conference	\$0.00		\$0.00
GoDaddy Web Site Renewal (Debit)	\$400.00	\$381.09	\$18.91
Zoom	\$159.00	\$159.00	\$0.00
Supplies		\$41.95	-\$41.95
Subtotal	\$13,939.00	\$7,697.21	\$6,241.79

FY24 EMS County Assistance Grant Allocations

	Projected Allocation Totals	Re-Distributed Funds Added	Adusted Totals
Bronze Starr Ambulance	\$5,383.62	\$538.38	\$5,922.00
Laredo Fire Department EMS/Fire	\$5,383.64	\$538.36	\$5,922.00
Angel Care Ambulance	\$5,383.64	\$538.36	\$5,922.00
Webb County Volunteer Fire/EMS	\$5,383.64	\$538.36	\$5,922.00
Victorious Care Ambulance	\$5,383.64	\$538.36	\$5,922.00
Priority EMS	\$5,383.62	\$538.38	\$5,922.00
Zapata County Fire/EMS	\$14,934.00		\$14,934.00
Texas Superior Ambulance	\$5,383.64	\$538.36	\$5,922.00
Laredo Lifeline	\$5,383.64	\$538.36	\$5,922.00
Medpoint Ambulance	\$5,383.64	\$538.36	\$5,922.00
Villa Ambulance	\$5,383.64	\$538.36	\$5,922.00
Lilitan Ambulance Core	\$5,888.84		P. ATEN
Skyline EMS	\$16,570.00		\$16,570.00
Subtotal	\$90,724.00	\$5,383.64	\$90,724.00

Grant Total: \$90,724.00

FY24 General Fund (FY24 Bowlathon Fund Raiser)

	Funds Generated	Fund Utilization	Balance
Bowlathon Proceeds	\$10,305.00	\$0.00	\$10,305.00
Funds Raiser Expense Reimbursements to Joe Gonzalez and Jorge Delgado		\$3,041.26	-\$3,041.26
EMS MCI Wristband Purchase		\$2,112.77	-\$2,112.77
Subtotal	\$10,305.00	\$5,154.03	\$5,150.97

FY24 System	Development	Grant Re-Allocated	Totals
-------------	--------------------	---------------------------	---------------

	the state of the s		
	Projected	Re-Distributed	Adjusted
	Allocation Totals	Funds Added	Allocation Totals
Bronze Starr Ambulance	\$3,068.06	\$219.15	\$3,287.21
Laredo Fire Department EMS/Fire	\$3,068.06	\$219.15	\$3,287.21
Angel Care Ambulance	\$3,068.06	\$219.15	\$3,287.21
Webb County Volunteer Fire/EMS	\$3,068.06	\$219.15	\$3,287.21
Victorious Care Ambulance	\$3,068.06	\$219.15	\$3,287.21
Priority EMS	\$3,068.06	\$219.15	\$3,287.21
Laredo Lifeline	\$3,068.06	\$219.15	\$3,287.21
Ville Ambulance	\$3,068.00	\$219.15	53,183,61
Texas Superior Ambulance	\$3,068.06	\$219.15	\$3,287.21
Zapata County Fire/EMS	\$3,068.11	\$219.13	\$3,287.24
Laredo Medical Center	\$3,068.06	\$219.15	\$3,287.21
Doctors Hospital of Laredo	\$3,068.06	\$219.15	\$3,287.21
Leites Ambulance Cara	\$3,006.06	THE PERSON	
Medpoint Ambulance	\$3,068.06	\$219.15	\$3,287.21
Skyline EMS	\$3,068.11	\$219.13	\$3,287.24

	Projected Cost	Actual Cost Paid	Difference
Administrative Fee (1st Qtr.)	\$8,516.75	\$8,516.75	\$0.00
Administrative Fee (2nd Qtr.)	\$8,516.75	\$8,516.75	\$0.00
Administrative Fee (3rd Qtr.)	4r5ewdd	\$8,516.75	#VALUE!
Adminstrative Fee (4th Qtr.)	\$8,516.75	\$8,516.75	\$0.00
Subtotal	\$25,550.25	\$34,067.00	#VALUE!

FY24 EMS RAC Grant (Exeptional Item Funds) \$150,000

	Projected Cost	Actual Cost Paid	Fund Balance
Project Funding (To Be Determined)	\$146,686.60		-\$146,686.60
Aplos Accounting Software Purchasee and Set Up Fee		\$3,313.40	-\$3,313.40
Subtotal	\$146,686.60		-\$150,000.00

Senate Bill 8 Grant Program Funding

	Projected Cost	Actual Expenditures	Balance
Education/Scholarships	\$454,334.00	\$435,661.88	\$18,672.12
RAC Administration	\$73,293.09	\$54,540.75	\$25,939.84
Equipment	\$0.00		
Incentives	\$0.00		
Subtotal	\$527,627.09	\$490,202.63	\$44,611.96

Local Planning Grant (LPG) Projected Actual

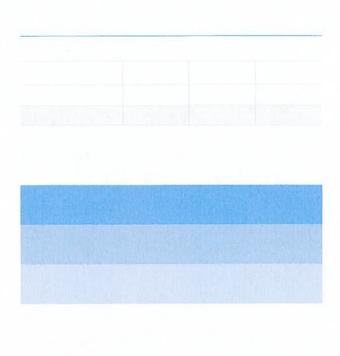
	Projected Cost	Actual Cost	Difference
To Be Determined	\$0.00	\$0.00	\$0.00
Subtotal			\$0.00

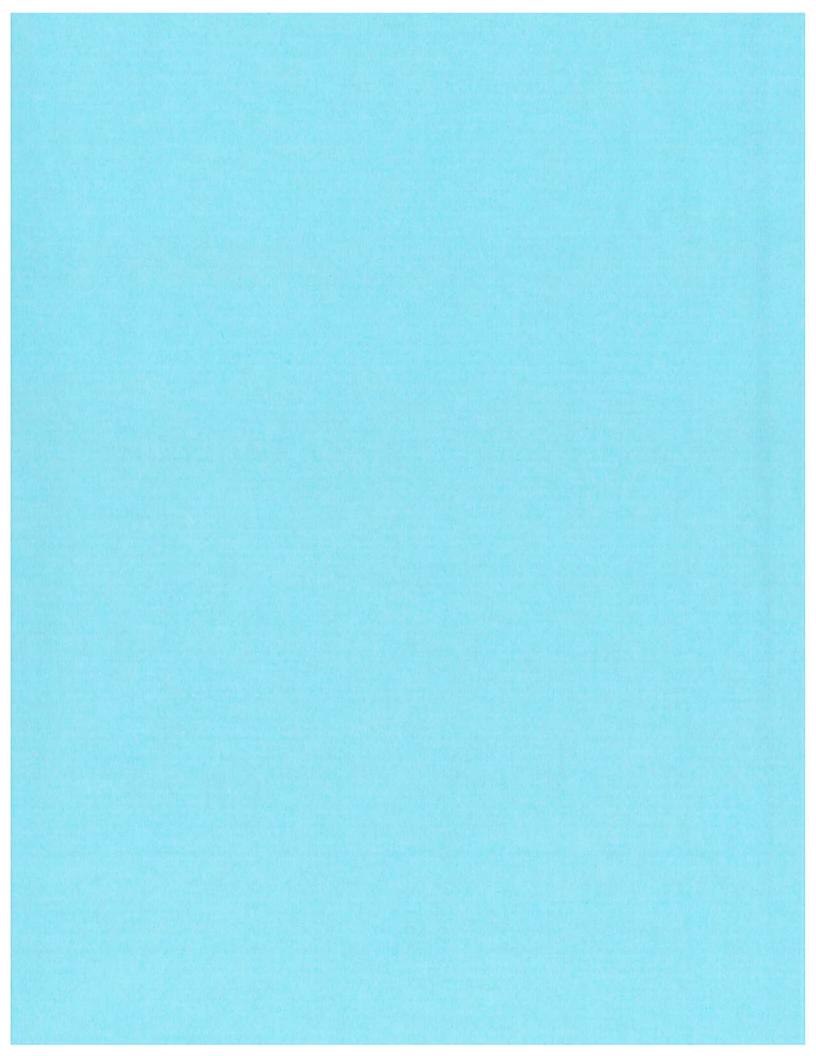
Subtotal	\$46,021.00	\$3,068.06	\$46,021.00

Grand Total: \$46,021.00

FY24 EMS RAC Exeptional Item (E.I.) Allocation Totals

	Projected Cost	Actual Cost	Balance
Bronze Starr Ambulance	\$10,477.61	\$10,477.61	\$0.00
Laredo Fire Department EMS/Fire	\$10,477.61	\$10,477.61	\$0.00
Angel Care Ambulance	\$10,477.61	\$10,477.61	\$0.00
Webb County Volunteer Fire/EMS	\$10,477.61	\$10,477.61	\$0.00
Victorious Care Ambulance	\$10,477.61	\$10,477.61	\$0.00
Priority EMS	\$10,477.61	\$10,477.61	\$0.00
Laredo Lifeline	\$10,477.61	\$10,477.61	\$0.00
VIII Andreas or	\$10,477.61		\$10,477.61
Texas Superior Ambulance	\$10,477.61	\$10,477.61	\$0.00
Zapata County Fire/EMS	\$10,477.61	\$10,477.61	\$0.00
Laredo Medical Center	\$10,477.64	\$10,477.64	\$0.00
Doctors Hospital of Laredo	\$10,477.64	\$10,477.64	\$0.00
Medpoint Ambulance	\$10,477.61	\$10,477.61	\$0.00
Skyline EMS			
SKAULE EIAI2	\$10,477.61	\$10,477.61	\$0.00

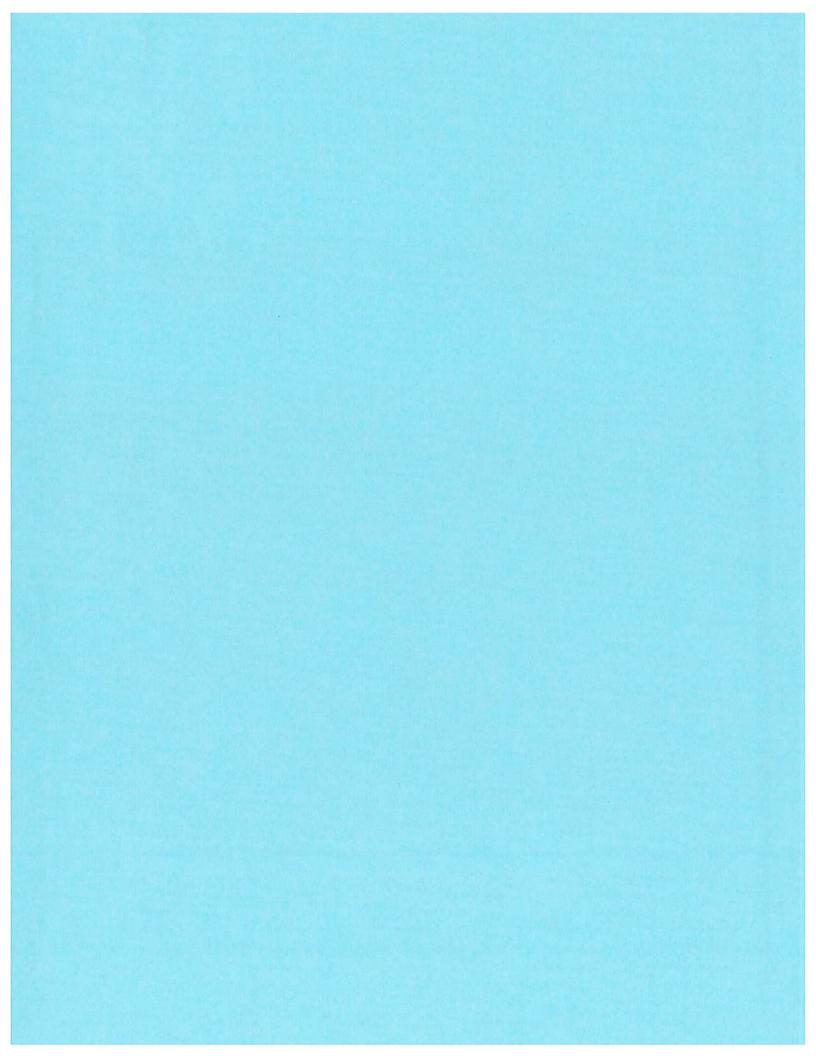




FY24 System Development Grant Re-Allocated Totals (2nd Vr.)

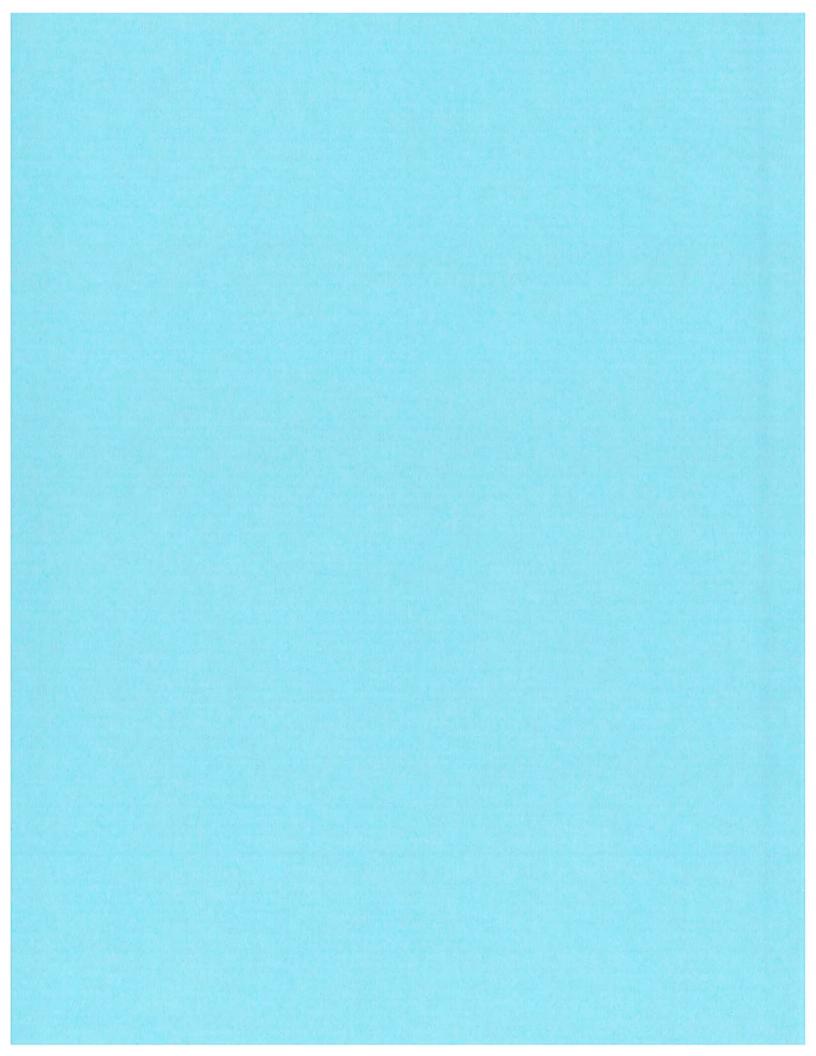
	Projected Allocation Totals	1st Re-Distribution of Funds Added	2nd Re-Distribution of Funds Added	Adjusted Allocation Totals
Bronze Starr Ambulance	\$3,068.06	\$219.15	\$252.86	\$3,540.07
Laredo Fire Department EMS/Fire	\$3,068.06	\$219.15	\$252.86	\$3,540.07
Angel Care Ambulance	\$3,068.06	\$219.15	\$252.86	\$3,540.07
Webb County Volunteer Fire/EMS	\$3,068.06	\$219.15	\$252.86	\$3,540.07
Victorious Care Ambulance	\$3,068.06	\$219.15	\$252.86	\$3,540.07
Priority EMS	\$3,068.06	\$219.15	\$252.86	\$3,540.07
Laredo Lifeline	\$3,068.06	\$219.15	\$252.86	\$3,540.07
/illa Ambulance	\$3,068.06			
Texas Superior Ambulance	\$3,068.06	\$219.15	\$252.86	\$3,540.07
Zapata County Fire/EMS	\$3,068.11	\$219.13	\$252.88	\$3,540.12
Laredo Medical Center	\$3,068.06	\$219.15	\$252.86	\$3,540.07
Doctors Hospital of Laredo	\$3,068.06	\$219.15	\$252.86	\$3,540.07
Lalitas Ambulance Care	\$3,068.06			
Medpoint Ambulance	\$3,068.06	\$219.15	\$252.86	\$3,540.07
Skyline EMS	\$3,068.11	\$219.13	\$252.87	\$3,540.11
Subtotal	\$46,021.00	\$3,068.06	\$3,287.21	\$46,021.00

Grand Total: \$46,021.00



Y24 EMS RAC Exeptional Item (E.I.) Allocation Totals

	Projected Disbursemen t	Actual Disbursemen t	1st Re- distribution	Total Allocated
Bronze Starr Ambulance	\$10,477.61	\$10,477.61	\$805.97	\$11,283.58
Laredo Fire Department EMS/Fire	\$10,477.61	\$10,477.61	\$805.97	\$11,283.58
Angel Care Ambulance	\$10,477.61	\$10,477.61	\$805.97	\$11,283.58
Webb County Volunteer Fire/EMS	\$10,477.61	\$10,477.61	\$805.97	\$11,283.58
Victorious Care Ambulance	\$10,477.61	\$10,477.61	\$805.97	\$11,283.58
Priority EMS	\$10,477.61	\$10,477.61	\$805.97	\$11,283.58
Laredo Lifeline	\$10,477.61	\$10,477.61	\$805.97	\$11,283.58
Villa Ambulance	\$10,477.61			P. Salar S. Salar
Texas Superior Ambulance	\$10,477.61	\$10,477.61	\$805.97	\$11,283.58
Zapata County Fire/EMS	\$10,477.61	\$10,477.61	\$805.97	\$11,283.58
Laredo Medical Center	\$10,477.64	\$10,477.64	\$805.97	\$11,283.61
Doctors Hospital of Laredo	\$10,477.64	\$10,477.64	\$805.97	\$11,283.61
Medpoint Ambulance	\$10,477.61	\$10,477.61	\$805.97	\$11,283.58
Skyline EMS	\$10,477.61	\$10,477.61	\$805.97	\$11,283.58
Total	\$146,686.60	\$136,208.99	\$10,477.61	\$146,686.60



SOUTH TEXAS DEVELOPMENT COUNCIL TRAVEL AUTHORIZATION (PRIOR APPROVAL)

			APPROVAL)			
SUBMITTED BY:	Joh	n R. Keiser	DATE SUB	MITTED	6/6/202	24
DATE OF TRIP:	Jui	ne 11, 2024	DEPARTUI	RE TIME:	11:00 a.	m.
DESTINATION:	Δυ	stin, Texas		Travis		X
ESTIMATED RETUR	STIMATED RETURN DATE: June 14, 2024			County .RRIVAL:	5:00 p.i	nn.
Purpose of the Trip:						
To attend the GETAC	TATE Chair a	id various GE17	AC commutee quar	terry meetings in Austr	ii, I CXAS.	
		FISCAL I	NFORMATION			
CHARGE TO:	Do Not Pay	This Is A SFRA	AC Covered Expens	se.		
Estimated Mileage:	()	-	0.67 per mile			
	2	-	Day <u>\$44.25</u> (i.e.		\$	88.50
Variance Landaine	3	_ Full Travel Day Nights (s) @	y(s) \$59.00 (B+ \$ 170.00 per			601.18
Estimated Lodging: Other (Specify): Other (Specify):	0	ivigins (s) @	ф 170.00 pci	ingit	· ip	001.10
Total Estimated Expen	scs:			\$		807.68
RECOMMENDED AI	PPROVAL:	APPRO	OVED:	VERI MATHEMA	FIED FO TICAL E	
JOHN R. KEISER		JUAN E. RO	DDRIGUEZ	JOSAFAT SA	LDIVAR	
PROGRAM DIRECTO)R	EXECUTIVE	EDIRECTOR	FISCAL OFF	TCER	
REQUEST FOR ADV	ANCE:	No	FOR ACC	COUNTING DEPARTM	ENT USE	ONLY
I hereby request that the expense be advanced:	e above travel					
		Date				
Need check by			(allow 5 wor	king days for processing	g)	
ADVANCE APPROV	ED:					
Mr. Juan E. Rodriguez	LAST MA	Date				

						ENT COUNC ID TRIP REP					
EXPENSE AC	COUNT OF	:	Jo	ohn F	R. Keisei	•					
PAY PERIOD	ENDING:			6/14	/2024						
I certify that the	e expense acc	ount rendered	l below is tr	ue, co	orrect, u	npaid, and cor	mplete to t	he bes	t of my	kno	wledge.
						SIGNATUI	RE				DATE
DATE OF DEPA	ARTURE:		5/12/2024			TIME OF D	EPARTUR	E:		1:00	PM
DATE OF RETU	URN:		5/14/2014	N.,.		TIME OF RI	ETURN:			5:00	p.m.
CHARGE TO	4	N//A (Expen	se encurred	by S	FRAC (General Fund)					
DATE			EXP	ENSI	E REPO	RT				T	OTAL
	Mileage from		to								795.
2			miles @	\$	0.67	per mile		5	*		
	Mileage from		to								
			miles @	\$	0.67	per mile	(8	-		
Total Actual M	lileage	****************								\$	
2	First Day/Last	Day Travel		\$	44.25	(75% of Per	Diem) \(\frac{8}{2} \)	,	88.50		
	Full Travel D	•		\$	59.00	(B+L+D=Per)	r Diem) _ \$	5	59.00		
Total Actual M	leals									\$	147.50
	3					+ 91.20 tax					
Total Actual L	odging									\$(501.20
Other Expenses	(Specify)	Daily Event Pa	ırking						37.88		
Other Expenses	(Specify)	Gasoline					9		61.93		
Other Expenses	(Specify)							\$	-		
Total "Other" I	Expenses									\$	99.81
TOTAL ACTU	JAL TRAVEL	EXPENSES.								\$	848.51
TOTAL ADVA	NCE RENDI	ERED TO			John R.	Keiser				\$	-
TOTAL OWE	DTO	John R.	Keiser	_						\$	848.51
TOTAL OWE	D TO SFRAC	······································									
\sim	n-	U	_			418	1200	4			
John R. Keiser		Date				1 /					
Director/Adm	inistrator										

DATE	
6/11/2021	Had planned to traveled to Austin, Texas in preparation for the GETAC Committee and RAC Chairs meeting but Enterprise Rentals overbooked and could not provide me with a car.
6/12/2024	On this day I travelled to Austin, Texas to attend the GETAC Committee meeting, RAC Chair and GETAC meetings.
6/13-14/2024	Throughout the two days I attended the variousl GETAC committee meetings as well as the RAC Chairs meeting on Thursday and the GETAC meeting on Friday morning.
6/14/2024	Traveled back to Laredo, Texas from Austin, Texas.

Name and Address

KEISER, JOHN R. 2411 SUTTON CT, P.O. BOX 450788 LAREDO, TX 78045



Hotel Address

9505 STONELAKE BOULEVARD **AUSTIN, TX 78759**

> Reservations www.embassysuites.com or 1-800-EMBASSY

EMBASSY SUITES BY HILTON AUSTIN ARBORETUM

Room

315/KNGN

Arrival Date Departure Date 06/11/24 06/14/24

Adult/Child

1/0

Room Rate

\$170.00

Rate Plan

L-GVC

06/14/24 PAGE 1

Confirmation # 55112761

Honors # Airline:

DATE	REFERENCE	DESCRIPTION	AMOUNT
06/11/24	3000496	GUEST ROOM	\$170.00
06/11/24	3000496	STATE ROOM TAX	\$10.20
06/11/24	3000496	CITY ROOM TAX	\$18.70
06/11/24	3000496	STATE COST - RECOVERY FEE TAX	\$1.28
06/11/24	3000496	STATE ROOM TAX	\$0.08
06/11/24	3000496	CITY ROOM TAX	\$0.14
06/12/24	3000854	GUEST ROOM	\$170.00
06/12/24	3000854	STATE ROOM TAX	\$10.20
06/12/24	3000854	CITY ROOM TAX	\$18.70
06/12/24	3000854	STATE COST - RECOVERY FEE TAX	\$1,28
06/12/24	3000854	STATE ROOM TAX	\$0.08
06/12/24	3000854	CITY ROOM TAX	\$0.14
06/13/24	3001139	GUEST ROOM	\$170.00
06/13/24	3001139	STATE ROOM TAX	\$10.20
06/13/24	3001139	CITY ROOM TAX	\$18.70
06/13/24	3001139	STATE COST - RECOVERY FEE TAX	\$1.28
06/13/24	3001139	STATE ROOM TAX	\$0.08
06/13/24	3001139	CITY ROOM TAX	\$0.14
06/14/24	3001269	*********8762	(\$601.20
		** BALANCE **	\$0.0
		BALANCE **	\$0.

The on-line eFolio is a courtesy informational service, subject to Privacy Policy and Site Usage; actual folio kept in hotel records.

















































John R. Keiser

From:

John Keiser < jrkeiser57@outlook.com>

Sent:

Tuesday, June 18, 2024 1:15 PM

To:

John R. Keiser

Subject:

FW: ValeroPay+ App Receipt

From: Valero@valeropayplus.com <Valero@valeropayplus.com>

Sent: Wednesday, June 12, 2024 1:21 PM

To: jrkeiser57@outlook.com Subject: ValeroPay+ App Receipt

Total \$15.24

Thank you for your business!

ValeroPay+

Jun 12, 2024 1:20PM (UTC-06:00) Centra Time (US & Canada Store: VALERO 274183 Address: 619 OROSSHOADS 81 LAREDO TX 78048 Pump S

Description	Unit price	Qty	Amount
UNLD	\$2.89 ⁹	5.257	\$15.24
		Tax Total	\$0.00 \$15.24

Your fuel savings were \$0.10 per gallon.

You saved \$0.53 on your purchase today.

John R. Keiser

From:

John Keiser < jrkeiser 57@outlook.com>

Sent:

Tuesday, June 18, 2024 10:20 AM

To:

John R. Keiser

Subject:

FW: ValeroPay+ App Receipt

From: Valero@valeropayplus.com < Valero@valeropayplus.com >

Sent: Friday, June 14, 2024 11:48 AM

To: jrkeiser57@outlook.com Subject: ValeroPay+ App Receipt

Total \$26.50

Thank you for your business!

ValeroPay+

Jun 14, 2024 11:48AM (UTC-06:00) Central Time (US & Canada) Store: VALERO - 7509 IH 35

> Pumpt 1 Valero Credit Card ... 329

Description	Unit price	Qty	Amount
REGULAR	\$2.89 ⁹	9.140	\$26.50
		Tax Total	\$0.00 \$26.50

Your fuel savings were \$0.10 per gallon.

You saved \$0.91 on your purchase today.

John R. Keiser

From:

John Keiser < jrkeiser57@outlook.com>

Sent:

Tuesday, June 18, 2024 10:20 AM

To:

John R. Keiser

Subject:

FW: ValeroPay+ App Receipt

From: Valero@valeropayplus.com <Valero@valeropayplus.com>

Sent: Friday, June 14, 2024 4:41 PM

To: jrkeiser57@outlook.com Subject: ValeroPay+ App Receipt

Total \$20.91

Thank you for your business!

ValeroPay+

Jun 14, 2024 4:40PM (UTC-06:00) Central Time (US & Canada) Store: SE40913 LAREDO TX Address: 2441 SAN ISIDRO LAREDO TX 78045

Valero Credit Card ... 3297

Description	Unit price	Qty	Amount
UNLD	\$2.78 ⁹	7.496	\$20.91
		Tax Total	\$0.00 \$20.91

Your fuel savings were \$0.10 per gallon.

You saved \$0.75 on your purchase today.

Receipt

L/R #03	A Payment No.0004968	83
[/D #0]	Ticket No.0144	65
Entry Time	06/14/2024 (Fri) 8:3	34
Exit Time	06/14/2024 (Fri) 11:3	39
Parking Time	3:0	05
Parking Fee	Rate A \$5.0	00
TAX(Excluded)	\$0.	41
Tax1	8.00 % \$0.0	41
VISA		
Account #	**********	30
Slip #	-197	19
Auth Code	000018633	2b
Credit Card Amount	\$1.	11
lotal	\$5.	41
	or Your Visit	
F18638 00	me Again !	

Receipt

L/R #03	A Payment No.0	0049673
1/0 #01	Ticket No	.014408
Entry Time	06/13/2024 (Thu) 12:56
Exit Time	06/13/2024 (Thu) 19:49
Parking Time		6:53
Parking Fee	Rate A	\$10.00
TAX(Excluded)		\$0.82
Tax1	8.00 %	\$0.82
VISA		
Account #	********	***2430
Slip #		49709
Auth Code	000	0486443
Credit Card Amount		\$10.82
lotal		\$10.82
Thank You fo	Your Visit	
Please Com	e Again!	

Receipt

L/R #02	A Payment No.000 Ticket No.0	
T/D #01 Entry Time Exit Time Parking Time	06/13/2024 (1hu) 06/13/2024 (1hu)	9:43 12:22 2:39
Parking Fee	Rate A	\$5.00
TAX(Excluded)		\$0.41
Tax1 VISA	8.00 %	\$0.41
Account #	水水水水水水水水水水水水水水水	2 (00
Slip # Auth Code	0000	63983 1428820
Credit Card Amount		\$5.41
lotal		\$5.41
	or Your Visit Dug Again !	

THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL GENERAL FUND ACCOUNT 1216 SANTA MARIA LAREDO, TX 78040	1021 88-2481/1149
Pay to the DOM R. Keiser \$80 Gight hundral & Forty oight 5 Dollar	YR SI
Community Bank 6721 McPherson Rd. Laredo, Texas 78041	Outside on back
For ime GETACTION Rein. Sheets Belly 1911149248101:1021 11 101059139611	AND THE WINDOWS OF PRICE OF THE

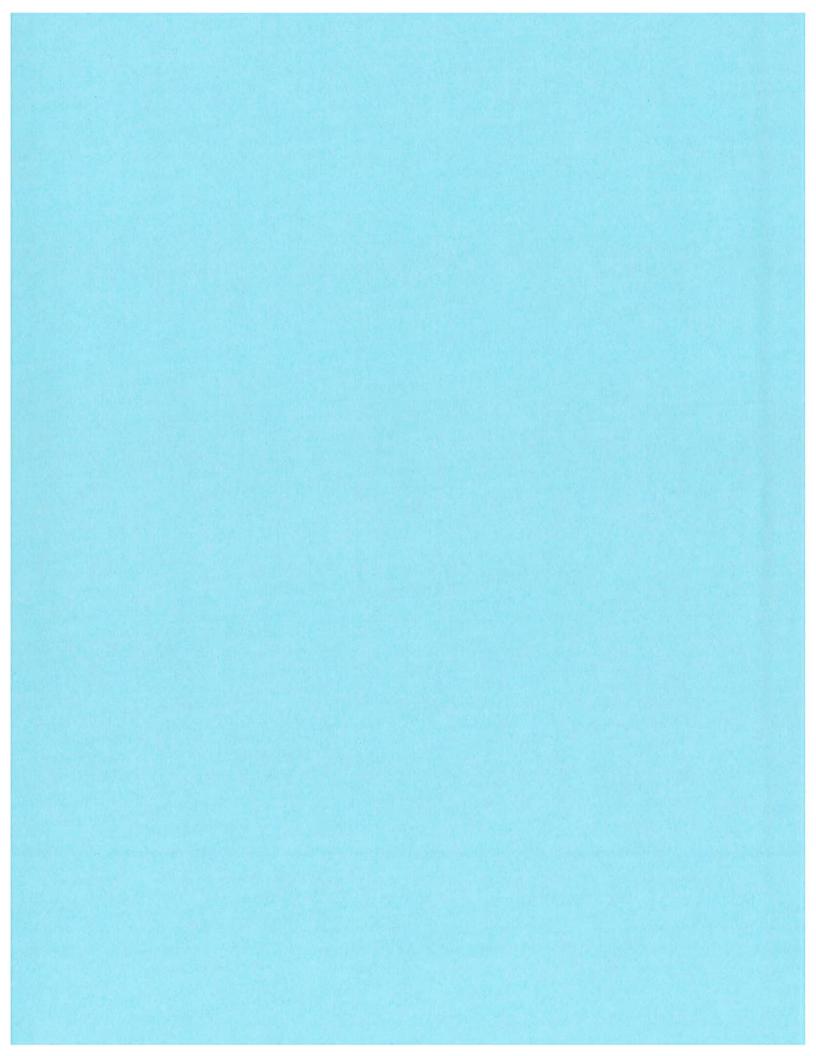


ITEM 24-77 (TAB 4)



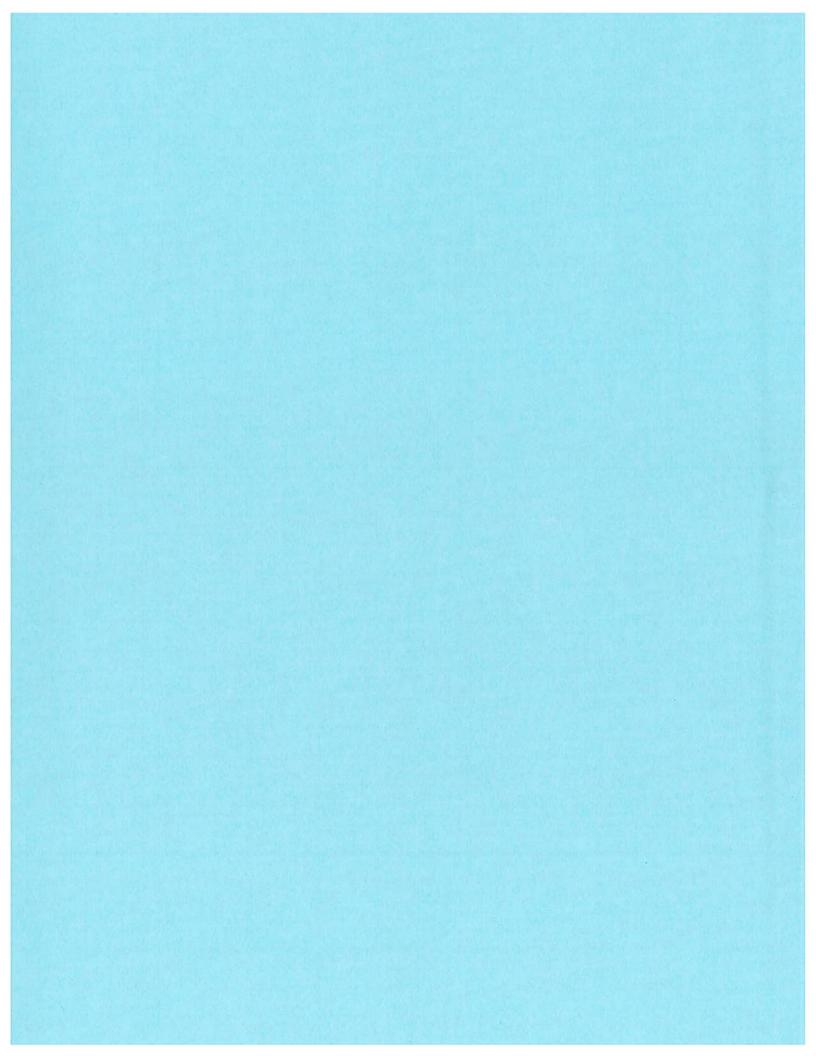
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CURRENT FISCAL YEAR (FY)	PAC NAME		Seven Flags Regional Advisory Council	r Council	RAC NAME	Seven Flags Regional Advisory Council	RAC NAME		Seven Flags Regional Advisory Council	de la	RAC NAME	Seven Flage Regional Advisory Council	donal Advisory		
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Name & phone num this Form	Name & phone number of Person Completing this Form	John R. Kames (1954) 722-3006	100		John	JOYN P. Kenser (1954) TS-1000		John R. Kesser (1958) 722 3088							



	Total Funds (PT) 15,271.01 15,270.00 15,271.01 15,270.00 15,271.01 15,270.00 15,271.01 15,270.00 15,271.01 15,270.00 15,271.01 15,270.00 15,271.01 15,270.00 15,271.01 15,270.00	In Support of	In Support of Reimbursoment Requests for Server Plage Registed Addrsory
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ITEM 24-78 (TAB 5)





Seven Flags Regional Advisory Council Trauma Service Area "T" EMS Membership RAC Application Form FY 2025

(PLEASE PRINT)	
Name of Organization:	1 Inited Med Care Ambulance LLC
Name of CEO or Chief:	Jorge Vargas
Phone Numbers:	Office: 954-775-222
Email Address:	Unitedmed care @outlook. com
Physical Address:	5404 West Drive Unit 19 Caredo, TX 78041
Mailing Address:	5404 West Dave Unit 19 Lavedo, TX 78041
Person Representing the Organization as Director	
or Officer on the RAC:	Jorge Varges
Phone Numbers:	Office: 95675-2724 Cell: 956-484-484-310-7150
Email Address:	mispedmoestare Prout look. com
Mailing Address:	5304 West Dive Unit 19
Alternate Representative:	Tose Cavazos
Phone Numbers:	Office: 454-775-320-0611: 450-700-8343 Pager: - Fax: 450-510-7150
Email Address:	I WEED GUAZOS 1800 Janon. Com
Mailing Address:	5404 West Drive United Caredo, TX 7e041
Alternate Representative:	Mariel Bermusez
Phone Numbers:	Office: 1956-775-2000 Cell: 1950-334-6145 Pager: - Fax: 1956-516-7150
Email Address:	Marielis bragamail. Com
Mailing Address:	5404 West Drive Unit14 Caveds, TX 72041
Alternate Representative:	Miguel Huerta
Phone Numbers:	Office: 496-75-200 Cell: 450413-4874 Pager: Fax: 466-516-7150
Email Address:	miguelhoerta BAY(Qamail.com
Mailing Address:	Short 12,087 Drive Unit 19 Lavedo, TX 78041



ITEM 24-79 (TAB 6)





Seven Flags Regional Advisory Council Trauma Service Area "T"

BYLAWS

Amended and Board Approved Effective:

April August 30, 2024

SEVEN FLAGS REGIONAL ADVISORY COUNCIL ON TRAUMA, TRAUMA SERVICE AREA T, INC.

ARTICLE I

AUTHORITY

1.01. This Board shall be named the Seven Flags Regional Advisory Council on Trauma. The Board shall be created by the Seven Flags Regional Advisory Council on Trauma, Trauma Area T, Inc., to act in a governance capacity. Formation and governance of this Board shall be in accordance and pursuant to provisions stipulated within the Tobacco Endowment Fund, established by Texas Government Code, 403.106; Health and Safety Code 780.003; and funds appropriated during the 83rd Legislative Session.

ARTICLE II MISSION, DESIGNATED JURISDICITON AND PURPOSE

Mission

2.01. The Seven Flags Regional Advisory Council (SFRAC) is an organization of local citizens representing health care entities within a specified Trauma Service Area (TSA). The SFRAC is an organization chartered by the Texas Department of State Health Services, Division of Regulatory Services, Office of EMS/Trauma Systems Coordination; to develop, implement, improve monitor and report on regional emergency services and trauma system networks for TSA "T. The Seven Flags Regional Advisory Council shall encourage and support a comprehensive continuum of quality health care to be provided within the Trauma Service Area "T", without regard to race, color, creed, gender, national origin, or ability to pay.

Designated Jurisdiction

2.03. The following counties have been designated by the State of Texas or approved upon petition to the Seven Flags Regional Advisory Council with subsequent approval by the State of Texas to be included in TSA "T": Jim Hogg, Webb, and Zapata.

Purpose

2.04. This corporation is organized exclusively for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provision hereafter in effect ("The Code"). More specifically, the corporation is organized and shall be operated exclusively to carry out one or more of the following purposes:

- Encourage the development of a comprehensive trauma care system based on accepted standards of care,
- Solicit participation from all health care entities located within its designated trauma service area,
- (c) Encourage trauma service area unity in providing trauma care services, promote improvement of all medical facilities, EMS Services, First Responder Organizations, and Educational Institutions that provide EMS Training, and
- (d) Cooperate with all entities, agencies, and organizations in the establishment of proficient and effective system of care for injured patients.

ARTICLE III MEMBERSHIP

Membership Composition and Qualifications/Roles

- 3.01. Membership qualifications require that the member entity conduct and possess licensure to provide service within the Trauma Service Area (TSA) "T" and be:
 - (a) Hospital: An individual or individuals designated by a hospital located in TSA T_Hospital members shall not be eligible to receive EMS County Assistance Funds.
 - (b) EMS Service Provider: An individual or individuals designated by an EMS land or air Service provider located in TSA T.
 - (c) First Responder Organization: An individual or individuals designated by a First Responder Organization Service located in TSA T.
 - (d) Education: An individual or individuals designated by an Education Institution involved in trauma service training located in TSA T. Educational entity members shall not be eligible for RAC related funding with the exception of Local Planning Grant (LPG)Funds as appropriated by DSHS either through the RACs as an allocation to the region or directly through competitive grants let by DSHS.
 - (e) Member At-Large: At-Large Members shall:
 (i) Participate in listening and communicating issues, needs, and interests among Directors of the Board in order to identify potential problems and opportunities, to work effectively toward common goals, and develop objectives and action plans for selected projects.
 (ii) Provide the Board of Directors with information based on
 - experience, expertise, or special insight as a subject matter expert, if level of knowledge is suitable and applicable to the needs of the Board as deemed appropriate by a majority of the Board. A member At-Large may be exempt from paying membership dues. Additionally, a Member At-Large is not eligible to receive any program funding. Members at Large shall not be counted in constituting a quorum and shall not have voting power.
 - (e) Ex-Officio Member: An ex-officio Board member is a member who does not have membership with an organization but is able to serve on the board. This member serving as ex-officio is able to do so because of another position the person holds, such as a state employee or representative.

Unlike other board members, the ex-officio board member has the privilege of partaking in some board activities, but this is not required. The ex-officio member shall not be counted in constituting a quorum and shall not have voting power. The ex-officio member may contribute to the Board's business by participating in item discussion and committee activities. Lastly, Ex-Officio members are not eligible to receive any program funding.

(f) Subject Matter Expert: The subject matter expert may provide expertise in evaluating system(s) operations and processes. Identifying areas where technical and strategic solutions would improve performance outcomes, and contributing specialized knowledge. A Subject Matter Expert shall be exempt from paying membership dues. Additionally, a Member At-Large is not eligible to receive any program funding. Members at Large shall not be counted in constituting a quorum and shall not have voting power.

Special Qualifications for Hospitals

- 3.02. Membership status for new hospitals shall be provisional for six (6) months.
- 3.03. Continued membership status for hospitals will be dependent on a commitment to trauma care as demonstrated by trauma facility designation or involvement in the designation process as prescribed in Texas Administrative Code, Title 25, Chapter 157, Rule §157.125 Requirements for Trauma Facility Designation.

Provisional Membership Status for New Members

- 3.04. If a new entity wishes to become a member of SFRAC, the applicant must submit an application with the SFRAC withinSFRAC within ten (10) days of their intent in applying for membership or within the time necessary to be included on the agenda for the next most recent Board meeting during which membership will be considered. The Secretary or Administrator shall present the application for membership to the Board of Directors, which shall, at its next meeting, approve or disapprove such application. Subsequent to the Board's approval of membership status, prorated membership dues (as applicable) shall be submitted to the SFRAC within 30 days of Board approval.
- 3.05. The Secretary shall then notify the applicant of the action of the Board of Directors. If membership is granted to the entity, then the said entity shall remain with a provisional status until the beginning of the next fiscal year and shall become eligible for funding after one fiscal year of participating as a SFRAC member in good standing. Recognition of an entity will not take effect until their application is on file, dues paid, and application for membership is approved by the Board of Directors.

Dues

3.06. Membership dues for hospitals is \$1,950.00 (i.e., \$1,500 / membership fee + \$450 / hospital ½ share of TETAF annual fee); EMS/HHA Service(s) dues is \$750.00; First Responder Organizations dues is \$750.00; and educational institutions are exempt from membership dues. Dues will be required to be paid in full upon a new fiscal year for both provisional and current members. Dues are to be made payable to Seven Flags RAC by entity check or money order. No cash or personal checks will be accepted. All dues paid to SFRAC are non-refundable. Dues may be changed for any given projected fiscal year. Any change in dues should be for one fiscal year at a time and would require approval by the Board of Directors through a 2/3 vote of the members. Change in dues should be implemented at the beginning of each fiscal year which runs September 1st through August 31st.

Prorated Dues for New Members

3.07. Prorated dues for new member entities will be determined by the number of months left within the current fiscal year. Prorated dues will not cover subsequent fiscal years.

Participating Member in "Good Standing"

3.08. A member in "Good Standing" is defined as a member that meets all Active Participation (i.e., meeting attendance) and Funding Requirements (i.e., payment of membership dues) set forth within these By-Laws.

Membership Renewal Application

- 3.09. A membership application is required to be submitted to the SFRAC office at the start of each fiscal year. All existing members must submit their application and dues at the beginning of every fiscal year with their primary and three alternate representatives listed. Recognition of a member entity will not take effect until their application is on file and dues are paid with the SFRAC office.
- 3.10. An existing member in "Good Standing" that does not renew their membership four (4) months after the fiscal year has begun (i.e., January) will result in the member's "Good Standing" status to be revoked and deemed as a member "Not in Good Standing", for the remainder of the fiscal year, and must wait until the beginning of the following fiscal year to renew their membership. (Note: A member with a "Not in Good Standing" status may be subject to losing their privilege in receiving program grant funds during the existing fiscal year. Under this rule, the SFRAC Board of Directors has the ultimate authority to approve any exceptions and/or allowances.

Late Payment Fee for Membership Renewal

3.11. Payment of membership dues shall be made no later than October 31st of each new fiscal year. After the October 31st due date, a late fee of \$25 will be added to membership dues for every month that the membership dues are late up to four (4) months after the fiscal year for all existing members.

Resignation

3.12. A member entity wishing to resign may do so by submitting in writing to the SFRAC Secretary on official letterhead that the entity no longer wishes to participate in the SFRAC and all its committees. A member entity resigning will remain in "Good Standing" if the aforementioned is submitted. Dues paid to SFRAC remain non-refundable in any type of resignation.

Reapplication

3.13. A member entity who resigns in "Good Standing" may reapply for membership. The Secretary shall present all applications for membership to the Board of Directors, which shall at its next regular meeting approve or disapprove such application. The Secretary shall then notify the applicant of the action of the Board of Directors.

Member "Not in Good Standing"

- 3.14. A Member entity shall be deemed to be "Not in Good Standing" if a Member entity miss three two (3.2) consecutive scheduled Board meetings, and/or if any of the Active Participation requirements (i.e., submittal of membership documents, application and payment of dues) are not met. Member "Not in Good Standing" will not be considered eligible for fund allocations during the proceeding (i.e., forthcoming) fiscal year.
- 3.15. A member entity who is discontinued funding for disciplinary action levied against a participating hospital, EMS Service, First Responder Organization by the Texas Department of State Health Services may re-apply for Membership. The Secretary shall present all applications for membership to the Board of Directors. The Secretary shall then notify the applicant of the action of the Board of Directors.

Removal of Member

3.16. A member of the SFRAC may be removed by a majority vote of the Board of Directors, at any regular or special meetings for participation and compliance violations.

Active Participation

3.17. Active Participation as a member within the SFRAC is defined as meeting all compliance requirements listed below under Section 3.19, (a) – (h). is defined as: 1) Attendance at a minimum of one (1) of the Standing Committee Meetings (as applicable):2) attendance to a minimum of one (1) event (as applicable); and 3) regular attendance of SFRAC regularly scheduled Board meetings.

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SFRAC Events

3.18. SFRAC events shall be coordinated by any of the SFRAC Permanent Committees of the organization or by the Board itself. Each member entity shall receive at least one month's notice [through their representative(s)] via email of their required attendance/participation. A minimum of one event attended by the member entity is required. Each participating entity must sign in during the event to be accounted as having participated.

Types of Events

- (a) Trauma Healthcare Related Events
- (b) Injury Prevention Related Events
- (c) Stroke/STEMI Related Events
- (c)(d) Cardiac/STEMI Related Events
- (e) NICU/Perinatal/Maternal Events
- (d)(f) Neonatal/NICU Related Events
- (e)(g) Other events as assigned or formed by the board (e.g., Fund Raisers)

Compliance Requirements for Participating Members

- 3.19. Each Hospital, EMS Service, and First Responder Organization which has been designated membership must meet all the following categorical participation requirements with the SFRAC in order to become eligible for state grant funding. Hence, "Participating" as a member is defined as having met with all the requirements listed in this section, 3.19(a) through 3.19(h).
 - (a) <u>State Trauma Registry:</u> All participating hospitals and EMS entities must upload to the State Trauma Registry via electronic medium as required by Texas Administrative Code, Title 25, Chapter 103, Injury Prevention and Control, Rule §103.13, "Who Shall Report," and Rule §103.19, "Electronic Reporting". Reporting must be done in accordance with registry submission guidelines. Compliance will be determined after verification is obtained through the State Trauma Registry Office.
 - (b) <u>Licensure Compliance</u>: All participating hospitals must be licensed general hospital and designated trauma facility or considered in "Active pursuit" of designation by the Texas Department of State Health Services. Verification of licensure compliance will be obtained through the Texas Department of State Health Services. Disciplinary Action levied against a participating hospital by

the Texas Department of State Health Services is considered prima facie evidence for the Seven Flags RAC to discontinue funding for the rest of the current fiscal year (Reapplication for membership will be required at the end of the current fiscal year for reconsideration for the following year). This is not limited to letters of reprimand, administrative penalties, probation and/or fines sanctioned by the Texas Department of State Health Services for not maintaining compliance or violation of licensure statutes/rules.

- (c) <u>Licensure Compliance</u>: All participating EMS Services must be licensed EMS Provider by the Texas Department of State Health Services. Verification of licensure compliance will be obtained through the Texas Department of State Health Services. Disciplinary Action levied against a participating EMS Service by the Texas Department of State Health Services is considered prima facie evidence for the Seven Flags RAC to discontinue funding for the rest of the current fiscal year (Reapplication for membership will be required at the end of the current fiscal year for reconsideration for the following year). This is not limited to letters of reprimand, administrative penalties, probation and/or fines sanctioned by the Texas Department of State Health Services for not maintaining licensure compliance or violation of licensure statutes/rules.
- Licensure Compliance: All participating First Responder registered First Responder Organization with the Texas Department of State Health Services. Verification of registration compliance will be obtained through the Texas Department of State Health Services. Disciplinary Action levied against a participating hospital by the Texas Department of State Health Services is considered prima facie evidence for the Seven Flags RAC to discontinue funding for the rest of the current fiscal year (Reapplication for membership will be required at the end of the current fiscal year for reconsideration for the following year). This is not limited to letters of reprimand, administrative penalties, probation and/or fines sanctioned by the Texas Department of State Health Services for not maintaining licensure compliance or violation of licensure statues/rules.
- (e) <u>Submission of a needs assessment:</u> All participating hospitals and EMS entities must submit to the RAC Administrator a needs assessment at the beginning of each fiscal year in the form provided by the SFRAC.
- (f) Affidavit Acknowledging Utilization of RAC Regional Protocols Regarding Patient Destination and Transport: All participating EMS Services must file a copy of the signed affidavit form at the beginning of every fiscal year with the Seven Flags RAC office. All EMS Services are required to comply with the aforementioned in accordance with Texas Administrative Code, Title 25, Chapter 157, Rule §157.130(d)(2)(B) and Rule §157.131(d)(2)(B), "demonstrate utilization of the Regional Advisory Council

regional protocols regarding patient destination and transport in all TSA's in which they operate."

- (g) Attendance: All participating Educational Institutions in the Seven Flags RAC (TSA T) may attend all Committee and Board of Directors meetings during a fiscal year. Educational Institutions are not subject to the participation requirements herein. Note: State funds are only available for participating hospitals, EMS Services, and First Responder Organizations in accordance with Texas Administrative Code, Title 25, Chapter 157, Rule §157.130 & §157.131. Participation is extended onto workshops and other committee meetings that are directly related to SFRAC TSA T business (i.e. Finance Committee, Bylaws Committee, Budget Workshops, Technical Assistance Reviews, RAC 101 Overview, Stroke Protocol Committee). Participating hospitals, EMS/HAA services and first responder agencies/organizations are expected to attend each Board and Committee meetings. Should a Board director not be able to attend a Board or Committee meeting in a given month. it is the responsibility of that Board director to ensure compliance by assigning that at least one of the three possible alternates for that Board Director representing a given entity be present for the meeting to duly represent the absent Board director and the respective participating entity/organization. Members who consecutively miss three two of any meetings (i.e., Committees or Board) will be considered a Member Not in Good Standing and, therefore, will not be eligible for funding for the following fiscal year.
- (h) <u>Payment of Membership Dues:</u> All members must be current in the payment of their membership dues. Members who remain delinquent in the payment of SFRAC dues by the 1st of March of any given fiscal year will be considered a Member Not in Good Standing and, therefore, will not be eligible for funding for the following fiscal year.

Non-participating Membership Status and Participation

3.20. An entity may participate in the SFRAC as a Non-Participating member and stillmeet it's obligations under the Texas Administrative Code (TAC), Title 25, Part I, Chapter 157, Subchapter B, Rule 157.11(c)(7)(S-T), which states, "The applicant shall provide an attestation or provide documentation (to the DSHS) that it and/or its management staff will or continues to participate in the local regional advisory council. Non-participating members are expected to attend the same number of SFRAC Board meetrings as Participating Members throughout the modified quarterly yearly schedule (i.e., September, January, April, and August). If a Non-participating member misses two consecutive SFRAC meetings, the entity will be deemed non-compliant as a non-participating member. Non-participating members may not be represented on the Board, may not receive grant funds allocated by the DSHS; may not vote on matters of the Board, (but may participate in discussion); may participate in SFRAC sponsored events; and may receive

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material or items associated with a given implementation of a special or required project deemed to be so by DSHS and/or the SFRAC (e.g., Wristbands).

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ARTICLE IV BOARD OF DIRECTORS

- 4.01. "Board", when used in relation to any power or duty requiring collective action, means "Board of Directors".
- 4.02. The business and affairs of the Board and all powers vested shall be exercised by or under the authority of the Board of Directors, subject to limitation imposed by the Act, the Articles of Incorporation, or these Bylaws. No single entity shall place undue influence on the governance of the Corporation.

Minimum Number of Directors and Board Officers

4.03. The number of Board Officers of this Regional Advisory Council (RAC) shall be at least four (4): Chairperson, Vice Chairperson, Secretary and Treasurer, all of whom must be residents of the State of Texas. The number of Board Directors may be increased or decreased from time to time by amendment of these Bylaws, but no decrease shall be the effect of shortening the term of any incumbent directors.

Board Officer and Director Appointments

- 4.04. Board Officers shall be approved for appointment by the Active Members of the SFRAC through nomination. Each EMS and Hospital entity Board Director will be entitled to name three (3) alternate individuals individuals, and each will have the authority to cast a vote in the absence of the designated Board Director. Each Director position representing a given entity will count as one (1) vote, regardless of the number of alternates. Appointed alternates may cast one (1) vote only for a given Board Director representing a given entity. Trauma designated facilities will each appoint a Board Director. Each member EMS Provider and First Responder Organization shall also appoint a Board Director. Similarly, Board Officer votes count for the given entity they represent. Appointment of Directors shall be made by the given agencies/entities/organizations that the Director is representing while serving on the Board. The SFRAC Board shall recognize and approve the slate of Officers to serve on the Board for each new fiscal year at the first meeting of each fiscal year held in October September, (if necessary). Identification of appointed members by given participating agencies/entities/organizations will be done using the SFRAC's "Membership Application Form.
- 4.05. Each of these Directors shall be an individual who is an employee or agent of a Hospital facility, EMS provider or First Responder Organization and who has been designated by that Hospital, EMS provider or First Responder Organization as a candidate for Director.

Director Term of Office

- 4.06. The term in office of each director shall be for one (1) year and may continue to serve consecutive terms or until his or her successor is appointed by the CEO/Owner of the entity being represented.
- 4.07. Entities with multiple facilities may designate one person to act as Director for all its entities and such person shall have one vote for each facility at meetings of the Directors of the Corporation.

Director Vacancy

- 4.08. The Board of Directors may declare vacant the office of a Director in any of the following cases: (a) if he/she is adjudged incompetent by an order of the court; (b) if he/she is convicted of a felony; or (c) if within sixty (60) days after notice of election, he/she does not accept the office either in writing or by attending a meeting of the Board of Directors.
- 4.09. Vacancies in the Board of Directors shall exist in the case of happening of any of these events: (a) the death, resignation, or removal of any Director, or (b) the authorized number of Directors is increased.
- 4.10. In the event that the office of the Chair becomes vacant, the Vice Chair will succeed the Chair and hold office for the unexpired Chair's term. After completion of the vacant Chair's term, the Board shall elect a Chairman. If the office of the Vice-Chair, Secretary, or Treasurer, becomes vacant by reason of death, resignation, removal, or otherwise, the Board shall elect a successor who shall hold office for the unexpired term and until his successor is elected after expiration of the term. Vacancies may be filled by any of the remaining Directors. Each Officer so elected shall hold office until his successor is elected at a regular or special meeting of the Board.

Director Resignation

4.11. Any Director may resign at any time by giving written notice to the Chairman or the Secretary of the Board. Any resignation shall take effect at the date of receipt of that notice, or any time specified therein, and, unless otherwise specified therein, the acceptance of that resignation shall not be necessary to make it effective.

Director Removal

4.12. Any Director failing to attend 75% of the scheduled Board of Directors meetings within the contract year may be removed from office by vote of a majority of the Board. If a hospital director is removed, the hospital shall be requested to appoint

- a new director to finish the current term. If an EMS Director is removed, the EMS Provider, which employs that director, shall be requested to appoint a new director to finish the current term.
- 4.13. Any Director may be removed, either with or without cause, by a majority vote of the Board, at any regular or special meeting, provided however, that the removal shall be without prejudice to the contract rights, if any, of the person removed.

Voting by Alternate

4.14. An Alternate representative may vote on behalf of a Board member. The presence of an Alternate meets attendance requirements.

Board of Directors Compensation

4.15. Board members shall not receive compensation for their services as Officers or Directors of the Board.

ARTICLE V OFFICERS

- 5.01 There shall be the following Officers of the Board of Directors elected by the Board of Directors annually on alternating terms and each shall serve until the successor of such officer is elected.
 - (a) Chairman
 - (b) Vice-Chairman
 - (c) Secretary
 - (d) Treasurer
- 5.02. An officer who does not comply with assigned responsibilities may be relieved of office by a majority vote of the Board of Directors.

Nominations

5.03. Nominations of Officers to the Board of Directors shall be made during the August Board of Directors meeting of the SFRAC. Individuals may nominate candidates by the following methods: (1) During the aforementioned meeting at the indicated time on the agenda, (21) In writing during the meeting at the indicated time of the agenda (must fill out the SFRAC nomination form), (3) In writing to the SFRAC Secretary via e-mail, fax or U.S. Mail on the SFRAC nomination form. All nominations received adhering to the previously mentioned process The nomination and selection of officers will be placed as an agenda item in the August SFRAC Board of Directors meeting. Candidates accepting the nominations will

then be placed on the election ballot for voting agenda in the October September SFRAC Board of Directors meeting for approval and installation of officers.

Elections

- 5.04. Election of new officers will be held in August with the new officers assuming office during the October September meeting of the SFRAC Board of Directors.
 - (a) To be eligible for an officer position as Vice-Chair, Treasurer or Secretary, the individual must be a SFRAC Board Director affiliated with a member entity that is currently participating and is in good standing with the Seven Flags RAC for one (1) year prior to being nominated. The individual must reside in the State of Texas and has not been found in violation resulting in a felony.
 - (b) To be eligible as Chairman of the Board an individual must meet the same eligibility criteria as Vice-Chair, Treasurer and Secretary, with the only exception that the individual may not necessarily be a Board Director at the time of nomination. Additionally, the nominated Chairman need not necessarily be a member of or affiliated with a SFRAC member entity.
 - (c) Candidates may run for only one office at a time.
 - (d) To facilitate transition of administration, officers will be installed at the next regular Board of Directors meeting following the nomination.

Officers Term of Office

5.05. The term in office of each Board Officer shall be for two (2) years until his or her successor is nominated and elected by the Board of Directors during a regular meeting or a special meeting of the Board of Directors held for that purpose, in which a quorum of the Board of Directors is present. Officers may be nominated and re-elected for multiple consecutive terms. Election of officers will be rotated each year with one-half of the officer positions replaced. Elections for the Vice-Chairman and Secretary positions will be held in the odd years (i.e., fiscal year). Elections for the Chairman and Treasurer will be held in the even years (i.e., fiscal year).

Installation of Board Offices

Board of Directors Officers will be installed at the October September regular Board of Directors

— meeting following the election.

Removal and Resignation of Officer

5.06. Any Officer may be removed, either with or without cause, by a majority of the Board of Directors, at any regular or special meeting, provided however, that the removal shall be with prejudice to the contract rights, if any, of the person removed. Any officer may resign at any time by giving written notice to the Board of Directors,

the Chairman, or the Secretary of the Corporation. Any resignation shall take effect at the date or receipt of that notice, or any time specified therein, and, unless otherwise specified there intherein, the acceptance of that resignation shall not be necessary to make it effective. Any Board of Directors Officer failing to attend seventy-five percent (75%) of the Board of Directors Meetings in the current fiscal year may be removed from office by vote of a majority of the Board of Directors.

Duties of the Chairman

- 5.07. Unless duties are otherwise performed by Administrator or Executive Director of the SFRAC, the Chairman shall:
 - (a) Preside over all meetings of the Executive Board, Board of Directors and at any Special Meeting of the Corporation.
 - (b) Make interim appointments as needed with the approval of the Board of Directors.
 - (c) Sign all contracts after approval of the Board of Directors. The chairman may assign the SFRAC Administrator to sign program contracts on his behalf with approval from the SFRAC Board.
 - (d) Call a special or emergency meeting when necessary.
 - (e) Will act as the registered agent of the corporation and must file with the Texas Secretary of State's Office in a timely fashion.
 - (f) Sign all legal/non-profit corporation documents for the SFRAC.
 - Must be placed on the authorized signature card at the financial institution where the Seven Flags RAC conducts their banking affairs. After the completion of the elected term, resignation, or removal of the Chairman, he or she must tender over his or her letter of completion of term or resignation and must be sent to the financial institution immediately where the RAC conducts its' business affairs to serve as tangible evidence that he or she is no longer affiliated with the Seven Flags RAC.

(g)

Travel as required to meet contractual obligations and/or stakeholder meetings (local, statewide, or national) to accurately represent the Seven Flags RAC at the GETAC and TETAF meetings. GETAC meetings considered mandatory are scheduled in February and August during the year and the Chairman may assign a Board Officer or Board Director to attend the DSHS RAC Chair meeting on his/her behalf. During non-mandatory RAC Chair meetings, the Chairman may include the SFRAC Administrator, in addition to a Board Officer or Director, to attend the DSHS RAC Chair meeting on his/her behalf.

Duties of the Vice Chairman

- 5.08. Unless duties are otherwise performed by the Administrator or Executive Director of the SFRAC, the Vice-Chairman shall perform the duties of the Chairman and perform such duties as are assigned by the Chairman:
 - (a) Must be placed on the authorized signature card at the financial institution where the Seven Flags RAC conducts their banking affairs. After the completion of the elected term, resignation, or removal of the Chairman, he

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or she must tender over his or her letter of completion of term or resignation and must be sent to the financial institution immediately where the RAC conducts its' business affairs to serve as tangible evidence that he or she is no longer affiliated with the Seven Flags RAC.

(b) Oversee the revision of the Trauma Systems Plan.

(c) May Ooversee the revision of the Bylaws of the Corporation.

- (d) May require travel to GETAC and DSHS Chair meetings throughout the state as needed or when the SFRAC Chairman is unable to attend, to represent the SFRAC Chairperson at mandatory and non-mandatory meetings.
- (e) Shall conduct SFRAC Board meetings in the absence of the Chairperson.

Duties of the Secretary

- 5.09. Unless duties are otherwise performed by the Administrator or Executive Director of the SFRAC, the Secretary of the Board of Directors or a person designated by the Secretary shall:
 - (a) Call the roll (unless otherwise assigned or directed by the Chairman).
 - (b) Determine if a quorum is present at every meeting if needed (unless otherwise assigned or directed by the Chairman).
 - (c) May Record the minutes of all proceedings of the Executive Board, Board of Directors Special and/or Emergency meetings.
 - (d) May Hhandle the correspondence of the organization.
 - (e) May Seend a Board of Directors listing to each member.
 - (f) May Ppresent the minutes to each member at the current meeting.
 - (g) Shall receive all written Alternates by members prior to every meeting.
 - (h) Must be placed on the authorized signature card at the financial institution where the Seven Flags RAC conducts their banking affairs. After the completion of the elected term, resignation or removal of the Secretary, he/she must tender over his/her letter of completion of term or resignation and must be sent to the financial institution immediately where the SFRAC conducts its' business affairs to serve as tangible evidence that he or she is no longer affiliated with the Seven Flags RAC.

Duties of the Treasurer

- 5.10. Unless duties are otherwise performed by the Administrator or Executive Director of the SFRAC, the Treasurer shall:
 - (a) May Pprepare and present the financial report(s) for each Board of Directors meeting.
 - (b) May Rreview receipts and disbursements of all funds.
 - (c) May Aassist with tax reporting requirements as prescribed by the United States Internal Revenue Service and the State of Texas Comptroller's Office.

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- (d) Must be placed on the authorized signature card at the financial institution where the Seven Flags RAC conducts their banking affairs. After the completion of the elected term, resignation, or removal of the Treasurer, he/she must tender over his/her letter of completion of term or resignation and must be sent to the financial institution immediately where the SFRAC conducts its' business affairs to serve as tangible evidence that he or she is no longer affiliated with the Seven Flags RAC.
- (e) May Pprepare and submit financial reports as required by all contract(s) with DSHS, as prescribed by the United States Internal Revenue Service regarding quarterly or annual filings with the State of Texas Comptroller's Office, and any other contracted entities with Seven Flags RAC in accordance with deadline dates.

Officer Salaries

 The Officers shall serve without salary in accordance with the Non-Profit Act of the State of Texas.

ARTICLE VI MEETINGS

Frequency

- 6.01. Meetings of the Board of Directors shall take place a minimum of six four (6 4) times a year). The date and place of the next meeting will be determined at the end of each meeting. Meetings of the Board will be held throughout the year on the 30th day of each of the following months: September, October, January, February May, and August September, January, April and August. If the 30th falls on a weekend, then the meeting would be held on the Friday preceding the weekend.
- 6.02. Committee Meetings shall take place a minimum of six four (6_4) times a year as part of each Board meeting. Committees may meet independently throughout the course of the year as needed.
- 6.03. Meetings of the Board of Directors and/or Committee(s) shall take place as called upon by the Board of Directors Chairman or designated Administrator representing the Seven Flags Regional Advisory Council for the Trauma Service Area T.
- 6.04. The Administrator for the Seven Flags Regional Advisory Council designated to coordinate and call upon its members and officers to convene Committee and/or Board of Director meetings on behalf of the Chairman, Officers, and General Membership.

Parliamentary Authority

Robert's Rules of Order (revised) shall be the guide to parliamentary procedure for all Seven Flags RAC meetings.

Quorum

- 6.03. A quorum for conducting the business of the Board of Directors and General Membership Meetings shall not be less than one half (1/2) of the Members present.
- 6.04. In the absence of a quorum, a majority of the Members present may adjourn the meeting. At the discretion of the members present informational items on the agenda may be presented and discussed. However, action items shall not be presented or discussed until the next re-scheduled meeting or the next regular meeting.
- 6.05. Notice of time and place of a re-scheduled meeting that was adjourned need not be given to absent Members if the re-scheduled meeting will be at the next regular meeting of the Board and the time and place has been previously provided.

Special Meetings

- 6.06. A Special meeting of the Board of Directors shall be called by the Chairman, or if he/she is absent, is unable too, or refuses to act; a special meeting shall be called by the Vice-Chairman or by any two Officers of the Board.
- 6.07. Written notice of the time, place, and purpose of special meetings of the Board of Directors, shall be delivered to each Member personally, via mail, e-mail, fax, or by phone at least five (5) days before the meeting. If the address of a Board Member is not shown on the records and is not readily ascertainable, notice shall be addressed to him in the city or place in which meetings of the Board are regularly held. Notice of the time and place of holding an adjourned meeting need not be given to absent Board members if the time and place are fixed at the meeting adjourned.

Voting by Board of Directors, Chairman and Board Officers

6.08. Each Hospital, EMS Service, and First Responder Organization which has designated membership shall be entitled to one (1) vote at any meeting of the Board of Directors, except the Provisional Members who shall not vote until completion of their first fiscal year. The Chairman of the Board shall be entitled to cast a vote only in situations where a vote is needed to break a tie in voting among the members.

- 6.09. Every action or decision made by a majority of the Directors present at any meeting duly held at which a quorum is present is the action of the Board of Directors. Each Director who is present at a meeting will be deemed to have assented to any action taken at such meeting unless his/her dissent to the action is entered in the minutes of the meeting, or unless he/she shall file his/her written dissent thereto with the Secretary of the meeting or shall forward such dissent by registered mail to the Secretary of the Corporation on the next business day after such meeting.
- 6.10. Any action required or permitted to be taken by the Board of Directors under any provision of the Texas Business Corporation Act may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of the Board. Any certificate or other document filed under any provision of the Act which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors to so act, and such statement shall be prima facie evidence of such authority.

Action by Consent of Board Without Meeting

6.11. Any action required or permitted to be taken by the Board of Directors under any provision of the Texas Non-Profit Corporation Act may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of the Board. Any certificate or other document filed under any provision of the Act which relates to action so taken shall state the action was taken by unanimous written consent of the Board to so act, and such statement shall be prima facie evidence of such authority.

Electronic Voting

6.12. Board Members may cast their vote electronically via official e-mail address of the member entity at a given time. Electronic voting may be used when a member is unavailable to attend a meeting where a vote is required. In the event the SFRAC is faced with a time-sensitive action item(s), electronic voting shall remain the preferred method of casting a vote in lieu of a special meeting. In this instance, a majority vote is required in order to take action on any item(s) that may impact or directly affect the business of the SFRAC.

Meetings via Telephone or Other Means of Communication

6.13. Subject to the provisions for notice required by these Bylaws and the Act for notice of meetings, Board members may participate in and hold a meeting by means of conference telephone or other communications equipment, including but not limited to virtual platforms such as Zoom, by which all persons participating in the meeting can hear each other. Participation in the meeting held by conference telephone or other communications equipment shall constitute presence in person at the meeting, except when a person participates in a meeting for the sole purpose of protesting to the transaction of any business on the ground that the meeting is not lawfully called or concerned.

Conduct of Meetings

6.14. At every meeting of the Board, the Chairman of the Board, or in his/her absence, the Vice-Chairman or in his/her absence, the Secretary or in his/her absence, the Treasure or in his/her absence of such designation, a Chairman chosen by majority of the Board Members present shall preside as Chairman. In the case the Secretary shall be absent from any meeting, the Chairman may appoint any person to act as Secretary of the meeting. Similarly, in the case that the Secretary is acting as interim Chair, the interim Chair/Secretary may appoint any person from the Directors to act as interim Secretary of the meeting.

Adjournment

6.15 In the absence of a majority of the Board members that are needed to establish a quorum, adjournment of the meeting may be called by the majority of the members present.

Notice of Adjourned Meeting

6.15. Notice of time and place of a re-scheduled meeting that was adjourned need not be given to absent Board Member if the re-scheduled meeting will be at the next regular meeting of the Board and the time and place has been previously provided.

ARTICLE VII

COMMITTEES

7.01. The Board of Directors, by an affirmative vote <u>and as needed</u>, may appoint <u>Select committees (i.e., Ad-Hoc) or working groups</u>, which shall have and may exercise such powers as shall be conferred or authorized by resolution of the Board of Directors.

Examples of Select (i.e., Ad-Hoc) Standing Committees

- (a) Bylaw Select Committee
- (b) Finance Select Committee
- (c) Trauma Systems Plan Select Committee
- 7.02. Participation in SFRAC Committees by each entity is required. Committee Chairmen and Vice-chairmen will receive a roll call for attendance for each respective committee they serve on and shall be counted in the assessment of a member's status of participation in the organization "member in good standing" as as it pertains it relates to accumulated absences or attendance to use in providing hospitals with participation letters and reporting at the level of the Corporation (i.e., SFRAC) or to -the Texas Department of State Health Services (DSHS) and or surveying entity in the process of designation/redesignation, as needed.

Standing (i.e., Permanent) Committees

- 7.03. <u>Standing (i.e., Permanent)</u> committees of the SFRAC are as follows: EMS/Pre-hospital Committee, Trauma/Injury Prevention Committee, <u>Perinatal/NICU/Maternal Committee, Stroke Committee, Neonatal/NICU</u>—and <u>Stroke Cardiac/STEMI Committee</u>.
- 7.04. Committees shall be composed of individuals from the participating member entities and members of the Board.

Committee Appointments

7.05. Appointments to a committee shall be made on a yearly basis and commencing on the fiscal year. The committees are responsible for providing input, guidance, and strategy as it relates to the current issues affecting Trauma Service Area "T". A majority of any such committee may determine its action and fix the time and place of its meeting. Any committee that does not comply with their assigned responsibility shall be subject to the oversight of the Executive Board.

Committee Responsibilities

7.06. The Board of Directors by affirmative vote shall have the authority at any time to change the responsibilities, composition, or dissolve any committee. All committee proposed action or activities affecting the SFRAC Corporation and reports given on Committee activities and data shall be brought before the Board of Directors for review and approval.

ARTICLE VIII FISCAL POLICIES

8.01. The SFRAC-T will follow the US Generally Accepted Accounting Standards. At each Board of Directors meeting, the Board will review the financial statements presented. The SFRAC-T will retain the financial reports in the Administrative Agency office, if applicable, or with the Treasurer of the Board.

Approval of Payables

8.02. Requests for the issuance of checks for all accounts payables shall be initiated by the RAC Administrator and approved (in signature) by two of the four SFRAC Board officers. The RAC Administrator shall make available to the Treasurer all transactions occurring within given months throughout the year. Should a Board Member, SFRAC Member or office personnel incur an unexpected cost, a reimbursement request form must be completed along with invoice and/or receipts attached. The Treasurer will review and approve payment if the amount does not equal or exceed \$2000.00, if so the incurred cost will need approval by the Board. The approval requirement in this section shall not apply to EMS County funding, as EMS County funding remains pass-through in nature.

Authority and Execution of Instruments

- 8.03. The Board, except as otherwise provided in these Bylaws, may authorize any officer or officers, agent or agents, or the SFRAC administrator to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances and, unless so authorized, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or in pledge its credit or to render it liable pecuniary for any purpose or to any amount, unless authorized by the Board of Directors.
- 8.04. Unless otherwise specifically determined by the Board, or otherwise required by law, formal contracts of the Corporation, promissory notes, deeds of trust, mortgages and other evidence of indebtedness of the Corporation and other corporate instruments or documents, and certificates shares of stock owned by the Corporation, shall be executed, signed or endorsed by the Chairman or Vice-Chairman, and may have the corporate seal affixed thereto.

Endorsement without Countersignature

8.05. Endorsement for deposit to the credit of the Corporation in any of its duly authorized depositories may be made without countersignature by the Chairman, Vice-Chairman, Treasurer, or by any other officer or agent of the Corporation to whom the Board, by resolution shall have delegated such power, or by hand-stamped impression in the name of the Corporation.

Deposits

8.06. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation with such banks, trust companies, or other depositories as the Board of Directors may select or as may be selected by any officer or officers, agent or agents of the Corporation to whom such power may be delegated by the Board of Directors.

Check Endorsement

8.07. All checks must be signed by at least two (2) of the four (4) Officers of the Board of the Corporation. Each of the four (4) Board Officers shall be designated as signatory of checks for the Corporation. A signatory cannot sign on a check made out under the same name as a signing signatory. Checks equaling or exceeding two thousand dollars shall be signed by the aforementioned and must be approved by the Board of Directors at the earliest convenience unless there is a direct impact that will affect funding or is in the best interest of the Seven Flags RAC to proceed with the issuance of such a check to conclude SFRAC business or meet specific contract requirements/obligations. The same will be allowed if there are extenuating circumstances that will directly affect or impact the Corporation financially by not issuing of a check or payment on behalf of the Seven Flags RAC and would not be feasible to have a formal meeting to obtain such an approval by the Board of Directors. In such cases, the Chairman, Treasurer, or Secretary of the Corporation may give verbal consent to issue out the check(s) after it is determined that by not issuing out the said check(s), it would not be in the best interests of the Seven Flags RAC. This section shall not apply to EMS County Funding distributions as they remain pass through funding for EMS Providers that have meet eligible requirements.

Books of Account

8.08. The Corporation shall keep and maintain adequate and correct accounts of its properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital surplus and shares. Any surplus, including earned surplus, paid in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account.

Annual Operating Budget

- 8.09. The SFRAC Regional Administrator will develop the operating budget for each year and present it to the Board of Directors for approval. The budget will be adopted when approved by the Directors.
- 8.10. The operating budget shall be composed of the following funding sources: Entity Dues (Hospitals, EMS Services, First Responder Organizations) Public & Private Donations, Fund Raising Income, and State Grant Funding (i.e., EMS County Assistance Fund and System Development Fund, as well as any other fund/award made available by DSHS in any given year or time period.)

Budget Allocations

- 8.11. The operating budget shall have the following designated percentages of funds through grant contracts, dues and donations received by the Seven Flags RAC:
 - (a) 100% Funds from the "EMS/-RAC" Contract" portion (SB 911, HB 1131, HB 3588) awarded by the Texas Department of State Health Services is will be used allowed to be used for administrative services (i.e., Contract for Administrativbe services with STDC) or programmatic purposes, depending on the needs and funding structure at the time.

(a)(b) Exceptional Item (E.I.) funds appropriated through the 88th Texas

Legislature under House Bill 1 and awarded by DSHS to RACs in Texas, reside under the EMS/RAC contract but should be tracked separately.

- (b)(c) Up to thirty-five percent (35%) from the System Development Fund Contract awarded by the Texas Department of State Health Services may be used for administrative purposes. Percentage shall not exceed 35% as per contractual requirements.
- (e)(d) No less than sixty-five percent (65%) of the System Development Fund Contract awarded by the Texas Department of State Health Services is to be used for programmatic purposes.
- (d)(e) Entity dues collected may be used for administrative or programmatic purposes as deemed appropriate by the Board for each fiscal year.
- (e)(f)Public/ private donations received as well as proceeds generated through fund raising activities are to be used as determined by the SFREAC Board for administrative and or programmatic purposes unless otherwise restricted/required by donor and/or grantor.

EMS County Assistance Grant Program

8.12. Pursuant to the Texas Administrative Code, Title 25, Part I, Chapter 157, Rule 157.130(c)(2)(A) and 157.131(c)(2)(A), all "EMS County Assistance" contracted funds will remain a 100% pass thru and shall not be subject to any administrative fee(s) unless previously authorized by all the eligible EMS entity(s) in writing and approved by all eligible EMS entity(s) within that specific county. To further clarify, this does not prohibit a single or several eligible EMS entity(s) from voluntarily returning a specific amount and/or percentage of their entity's funds within a fiscal

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year. If an eligible entity(s) wishes to voluntarily return funds to the RAC for its operations, then, the entity(s) can do so by completing the SFRAC "Voluntarily Return of Funds Form."

8.13. All eligible EMS entities shall receive an equal share of the total county funds awarded within the "EMS County RAC" contact(s) through the Texas Department of State Health Services. Example: If county is awarded the sum of \$10,000.00 and there are five (5) eligible EMS entities, then, each EMS Service shall receive \$2,000.00.If an entity chooses to relinquish their share of EMS County Assistance Funds, then the total of the funds returned shall be incorporated equally among the remaining entities on the eligible recipient list within the county of which the forfeiting entity officially resides. Entities must meet all participation requirements as provided in 2.23 herein in order to become eligible to receive the aforementioned funding. Eligible entities shall be notified of their funding status at a regular meeting of the General Membership. All entities receiving funding must complete a SFRAC expenditure report (i.e., reimbursement request form) and attach all supporting invoices and/or receipts for their expenditures within the specific contract period as set forth by the Texas Department of State Health Services EMS County RAC contract(s).

Funds may be redistributed to other member_providers within the Trauma Service Area under basically three conditions: 1) a provider entity has notified the SFRAC in writing that they wish return the funds initially allocated to them; 2) a provider entity is no longer in service and has notified the SFRAC in writing that they have no use for the funds; and 3) a provider entity fails to meet the reimbursement submittal deadline and other Member in Good Standing provisions prescribed in the SFRAC By-Laws. In such cases, the SFRAC may be asked by DSHS to develop and submit a redistribution plan to be approved by DSHS. Funds which are redistributed must revert back to eligible EMS entities within an affected county, only. However, if only a single member which represents a given county becomes ineligible to receive EMS County Assistance Funds during a current and active grant cycle, and there are no other member entities within that given county to have the funds in question re-allocated, re-distributed or re-assigned to them, those funds then revert back to the state (i.e., DSHS).

All reimbursement request forms and financial supporting documentation shall be submitted no later than May April 31st.

System Development Grant Program

System Development Program Funds are primarily earmarked for EMS entities and hospitals within the SFRAC. If an entity, be it an EMS entity or hospital, fails to submit a timely reimbursement form for expenses incurred for purchases made under the respective programs on the deadline being May 31st of the fiscal year, then the funds from the entity(s) in question is subject to being lost and spent based on how the SFRAC Board decides as a whole. It would be up to the SFRAC Board to designate the spending of the funds for the benefit of all the eligible SFRAC

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members in good standing. The Board may choose to decide based on the assessments submitted by each entity or may choose to make another choice based on other criteria, provided the expenditure(s) is/are in line with allowed DSHS program purchases and costs guidelines. In such case, the administrator may be appointed to assist in the expenditure of the reallocated funds.

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EMS/RAC Program

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8.15 Before the introduction of the Exceptional Item (E.I.) funds appropriated under H.B. 1, the SFRAC organization utilized the funds to procure administrative services under contract with the South Texas Development Council (STDC). The SFRAC will continue to utilize funds awarded under the EMS/RAC portion of the DSHS/SFRAC contract at a rate determined by the SFRAC Board. During the period of October 2023, the DSHS amended the EMS/RAC contract with all RAC in Texas to include an across the board increase of funds identified as Exceptional Item (E.I.) funds. Each RAC in Texas, including SFRAC received and additional one hundred and fifty thousand dollars (\$150,000) as an addition amount to the existing regular EMS/RAC contract funds. The SFRAC will keep the two funding sources separate, as currently required by DSHS. Therefore, non-E.I. funds as awarded under EMS/RAC contracts will continue to be used for the procurement of administrative services for the SFRAC. And funds designated as E.I. will be utilized in accordance with the guidelines and requirements of the DSHS, which includes to keep pace with increasing RAC responsibilities imposed by statutory requirements. Some examples as provided in the EMS/RAC contract expressly related to E.I., projects/funding may include RAC approved projects, incorporating and implementing functional RAC committees, working on system plans, and handling coordination with increased number of trauma facilities due to Texas' increasing population.

When funds become available for allocating to SFRAC member entities in Good Standing for local projects, entities must submit a reimbursement for similar to the one used for EMS County Assistance and System Development together with the respective supporting documentation. If an entity wishes to purchase equipment with EMS RAC, Exceptional Item funds, approval must be obtained. The process would entail the entity submitting their intent to purchase equipment along with the description of the equipment to the SFRAC. The SFRAC in turn will submit the request to DSHS for review and approval.

All reimbursement request forms and respective financial supportive documentation must be submitted to the SFRAC by June 30th.

If an entity, be it an EMS entity or hospital, fails to submit a timely reimbursement form for expenses incurred for purchases made under the respective programs on the deadline June 30st of the given fiscal year, then the funds from the entity(s) in question is subject to being lost and spent based on how the SFRAC Board decides as a whole. It would be up to the SFRAC Board to designate the spending

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of the funds for the benefit of all the eligible SFRAC members in good standing. The Board may choose to decide based on the assessments submitted by each entity or may choose to make another choice based on other criteria, provided the expenditure(s) is/are in line with allowed DSHS program purchases and costs guidelines. In such case, the administrator may be appointed to assist in the expenditure of the reallocated funds.

Receipt of Gifts and Contributions

- 8.146. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any specified purpose of the Corporation with no personal gain or profit.
- 8.157. The Corporation may not indemnify any person who was, is, or is threatened to be named defendant or respondent in a proceeding, whether civil, criminal, administrative, arbitrative, or investigative.
- 8.168. The Corporation may undergo different types of audits according to the amount of funds received state and federally.
- 8.179. A check request form must be completed for all accounts payable and approved by the Administrator and Treasurer. Should a Board Member incur unexpected costs, a reimbursement request form must be completed along with invoice and/or receipts attached. The Treasurer will review and approve payment.

Annual Report

8.4820. An annual report will be completed by the SFRAC Administrator for approval from the Board of Directors and then submitted to the Texas Department of State Health Services.

Fiscal Year

8.4921. The fiscal year of the Corporation shall coincide with the State of Texas fiscal year commencing on September 1st of every year and ending on August 31st of the following year.

Travel By Board Members

8.292. Travel incurred by SFRAC Board members shall be in accordance with the State of Texas approved rates and shall be accounted for and submitted for reimbursement or advance on forms approved by the SFRAC. Costs associated with air travel shall be an allowable expense whenever travel time and cost to a particular location using ground travel exceed the time and cost and practicality of

air travel. Such air travel, however, shall be limited to coach fares. First class travel rates are not considered an allowable expense and not reimbursable.

Travel related costs for lodging and per diem shall conform to rates published in U.S. General Services Administration at gsa.gov. Mileage paid for use of a personal vehicle for out-of-town trips related to SFRAC business shall not exceed a rate per mile that is approved and deemed by the State of Texas as authorized at the time of travel. Use of a company, county or city vehicle in making out of town trips shall not qualify as a reimbursable mileage expense.

ARTICLE IX ADMINISTRATOR

9.01. The Regional Administrator will serve as the administrator of the Corporation. The Regional Administrator will be responsible for the management and administrative operation of the organization, including the performance and discharge of powers, duties and functions necessary to carry out the policies of the Executive Board. The Regional Administrator reports to the Chairman and serves at the will of the General Membership. The Regional Administrator will establish management procedures and delegate responsibilities applicable to the office management. He or she is charged with the administration of personnel procedures and will be the final authority concerning personnel consistent with Executive Board policy. The Regional Administrator shall also perform other duties appointed by the General Membership and may be removed by a majority General Membership through an official vote as well as being able to show just cause for such removal. The Regional Administrator shall be compensated for his/her employment duties with the Seven Flags Regional Advisory Council. Salary is to be determined by the Executive Board and approved by the General Membership.

ARTICLE X CORPORATE RECORDS, REPORTS, AND SEAL

Minutes to Meetings

10.01 The Corporation shall keep at its principal office, or such place as the Board may order, a book of minutes of all meetings of its Board, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, and the names of those present.

ARTICLE XI DISSOLUTION CLAUSE

11.01 Upon the dissolution of the organization, the Directors shall, after paying or making provision for payment of all of the liabilities of the organization, dispose of all of the assets of the organization exclusively for the purposes of the organization in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) as the Directors shall determine. Any such assets not so disposed of shall be disposed of by a State District Court of the county in which the principal office of the organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XII AMENDMENT OF BYLAWS

Adoption, Amendment, Repeal of Bylaws by the Board of Directors

12.01 Bylaws may be altered, amended, or repealed and must be adopted by the Board of Directors. An annual review of this document is required prior to the start of every fiscal year. Two meetings will be held prior to or during committee meetings prior to the Board of Directors meeting to review the Amended Bylaws. Potential amendments may require research by the By-Laws Committee. Once the said research and review is completed, then correction or revisions offered by the Committee will be added to the final draft of the document. The final draft will be distributed to the Board of Directors to review and comments. This document shall be distributed fifteen (15) days prior to the next Board of Directors meeting for approval, either electronically or in hard copy. Final approval of precedent amendments is subject to a majority vote by the Board of Directors at any subsequent regular or special Board meeting.

ARTICLE XIII AMENDED BYLAWS

13.01 These Bylaws (hereinafter, referred to as the "Bylaws") of the Seven Flags Regional Advisory Council on Trauma (SFRAC), Trauma Service Area T, a non-profit corporation (hereinafter referred to as the ("Corporation"), are adopted effective 16st day of December 2014 December 2014, to supersede the previous bylaws and amendments of the Corporation by action of the Board of Directors of the Corporation.

Adopted by the General Membership on the 16th day of August, 2006.

Amended by the General Membership on the 9th day of November 2006.

Amended by the General Membership on the 17th day of October, 2007.

Amended by the General Membership on the 22nd day of August, 2012.

Amended by the General Membership on the 21st day of August, 2014.

Amended by the General Membership on the 16th day of December 2014.

Amended by the General Membership on the 18th day of August 2015.

Amended by the General Membership on the 23 day of February 2016.

Amended by the General Membership on the 31st day of March, 2017.

Amended by the General Membership on the 12th day of February 2018.

Amended by the General Membership on the 30th day of May 2019.

Amended by the General Membership on the 26th day of October 2021.

Amended by the General Membership on the 30th day of September 2023.

Amended by the Board of Directors on the 30th day of April, 2024.

Seven Flags Regional Advisory Council on Trauma, Trauma Services Area T.

Attest:	
Chairman	
Attest:	
Secretary	



ITEM 24-80 (TAB 7)



Amended by the General Membership on the 9th day of November 2006.

Amended by the General Membership on the 17th day of October 2007.

Amended by the General Membership on the 22nd day of August 2012.

Amended by the General Membership on the 21st day of August 2014.

Amended by the General Membership on the 16th day of December 2014.

Amended by the General Membership on the 18th day of August 2015.

Amended by the General Membership on the 23 day of February 2016.

Amended by the General Membership on the 31st day of March 2017.

Amended by the General Membership on the 12th day of February 2018.

Amended by the General Membership on the 30th day of May 2019.

Amended by the General Membership on the 26th day of October 2021.

Amended by the General Membership on the 30th day of September 2023.

Amended by the Board of Directors on the 30th day of April 2024.

The Seven Flags Regional Advisory Council on Trauma Board of Directors, for the Trauma Services Area T., Hereby Adopts All Changes in the Form of Additions, Deletions, and Revisions as Incorporated into the By-Laws.

attest:		 	
Ch	airman		
Attest:			
	cretary		



ITEM 24-81 (TAB 8)





SEVEN FLAGS REGIONAL ADVISORY COUNCIL (SFRAC) FINANCIAL POLICIES AND PROCEDURES MANUAL ⁱ

Introduction

The Board and administrator of the Seven Flags Regional Advisory Council (SFRAC) are committed to ensuring the sound management of organizational assets in the interest of achieving the organization's mission.

The policies and procedures contained herein are intended to:

- Protect the assets of the SFRAC.
- Put in place basic accounting, billing, and cash control policies and procedures.
- Ensure the maintenance of accurate records of the organization's financial activities.
- Create a framework for operating standards and behavioral expectations.
- Ensure compliance with all federal and state procedures and reporting requirements.

The Administrator, working with the Board of Directors, is responsible for administering these policies and ensuring compliance. Changes to these policies may be made by the Board of Directors at any time. A review of the policies should be conducted as needed or no less than every two years.

The SFRAC's accounting policies and procedures are intended to be consistent with Generally Accepted Accounting Principles. If this manual conflicts with specific federal or State regulations or with other organizational policies that have been adopted or updated more recently, the regulations or more recent board policy shall prevail.

Approved: August 2024

Ethics¹

The SFRAC Administration and Board of Directors is committed to responsible stewardship of organizational resources. The organization will spend a reasonable percentage of its annual budget on programs in pursuance of its mission and on administrative expenses to ensure effective accounting systems, internal controls, fundraising, competent contracted staff, and other expenditures critical to professional management and organizational sustainability. The organization will not accumulate excessive operating funds but will maintain a responsible level of reserves to enable our organization to respond to specific regional needs trends and opportunities to better serve the organization's mission.

Members of the Board, administrator, and contracted staff (when applicable) of SFRAC are committed to the following ethical practices:

- Acting in the best interest of the organization rather than on the basis of personal interests or the interests of third parties.
- Practicing sound financial management and compliance with legal and regulatory requirements.
- Employing financial systems to ensure that accurate financial records are kept and that financial resources are used to further the organization's mission and charitable purposes.
- Creating and maintaining financial reports on a timely basis that accurately portray financial status and activities, provide timely internal financial statements, and explain any material variation between actual and budgeted revenues and expenses.
- Providing Board members, administrators, and others with a confidential means to report suspected financial impropriety or misuse of its resources.
- Having written financial policies governing use of its assets, internal control procedures, and purchasing practices.
- Complying with laws and regulations related to fund raising; licensing; financial accountability; human resources; lobbying and political advocacy; and taxation.
- Respecting the interests and intentions of its members, donors, volunteers, and the general public and managing them with the highest level of professionalism and integrity.
- Using solicitation and promotional materials that are accurate and truthful and identify the organization, its mission, and its intended use of solicited funds accurately.
- Ensuring that contributions are used in accordance with donors' intentions and obtaining explicit consent before altering the intended use of a restricted gift.

^{1.} Language adapted from Bourd Source "Organizational Core Values and Statement of Ethics", retrieved from http://www.boardsource.org/AboutUs.asp?ID=17.276 and Utah Nonprofits Association "Standards of Ethics", retrieved from http://www.utahnonprofits.org/knowledge/standard-of-ethics.

Roles and Responsibilities / Administrative & Management Authority

The Board of Directors will assume responsibility for ensuring the financial health and sound management of organizational assets. The administrative/management team of the SFRAC currently consists of the Program Administrator.

Board of Directors

The Board of Directors has the authority to execute any policies it determines to be in the best interest of the SFRAC within the parameters of the organization's articles of incorporation, bylaws, or federal, state, and local law. The Board of Directors will approve the annual budget, the audit (if applicable), and Form 990. The board delegates administration of the financial policies to the Program Administrator, but reviews operations and activities regularly.

Executive Committee

The Executive Committee has and may exercise, when the Board is not in session, all the powers of the Board of Directors for the organization except the authority to amend the bylaws, adopt a plan of merger or consolidation, sell, lease, exchange, mortgage, pledge or make any other disposition of all or substantially all of the property and assets of the organization.

Treasurer

The Treasurer has the authority to participate in choosing the auditor (if applicable) to recommend to the Board, may perform regular, in-depth reviews of the organization's financial activity, and oversee/participate in the development of the annual budget.

Program Administrator

The Program Administrator has the authority to make spending decisions within the parameters of the approved budget and policy guidelines, employ and terminate personnel, determine salary levels within the approved salary policy, make decisions regarding the duties and accountabilities of personnel and the delegation of decision-making authority, enter into and contractual agreements, and sign checks.

The Program Administrator, may have additional roles and authority, including to design of the organization's accounting system and chart accounts, make spending decisions within the parameters of the approved budget and policy guidelines, make fixed asset purchase decisions, approve expenses and make decisions regarding their cost allocation, hire the contract staff, and sign and approve contractual agreements, unless otherwise delegated by the Board and Chairman.

Contracted Staff/Personnel

Staff/personnel in the utilization of professional services will be provided via contracted individual(s) who is/are hired under contract and supervised by the Program Administrator. Contracted person(s) may have certain delegated authority to make bookkeeping entries, prepare checks for signature, and perform the bank reconciliation. The contract staff will *not* approve expenditures or sign checks. The primary responsibility and role of contracted staff with the SFRAC shall be to perform health care facilities and emergency medical services (EMS) related administrative work, involving the coordination, planning, evaluation, and implementation of the RAC Self-Assessment Tool and Criteria; and by those means, providing technical assistance and information to healthcare providers/facilities, EMS entities, administrative program staff,

governmental agencies, and community organizations. Other more germane roles and responsibilities may apply depending on the nature of the program to be implemented at the time and should be described by a specific description of job duties and responsibilities.

Indemnity Policy

To the full extent permitted by applicable law, SFRAC may indemnify any past, present, or future Administrator, Director, Officer, Employee or Agent of against all costs, expenses and liabilities, including attorneys' fees, actually and necessarily incurred by or imposed upon them in connection with or resulting from their involvement with the organization.

No such reimbursement or indemnity shall relate to any expense incurred or settlement made in connection with any matter arising out of their negligence or misconduct as determined either by a court of competent jurisdiction or, in the absence of such a determination, by SFRAC acting on the advice of counsel.

SFRAC shall purchase and maintain insurance on behalf of any person who is or was serving at the request of SFRAC, as an Administrator, Board Director or Officer against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such.

Budgets

Budgets provide a standard by which to measure performance, encourage planning, and allocate resources in accordance with funding source requirements.

- Budgets should use reasonable assumptions of income and expenses. Budgets should be balanced and should lead to the accumulation of reasonable reserves, as applicable (i.e., General Fund).
- The Board should be notified when cash reserves are below 3 months regular operating expenses.

Procedures

- The organization budget is prepared by the Program Administrator, beginning no later than September of every fiscal year (FY).
- Budgets are submitted to the Board of Directors for review, formal approval, and adoption.

Budget Revisions

From time to time, it will be necessary to deviate from the spending plans captured in organizational budgets.

- Non-budgeted expenditures that exceed \$10,000 will be recommended by the Program Administrator to the Board for approval and to consider a formal revision of the approved annual budget.
- Non-budgeted expenditures between \$2,000 and \$9,999 that cannot be easily accommodated by shifting expenses from another budget line should prompt a discussion within the Board's Executive Officers to justify the expense, how it will be financed, and how other budgeted expenses may be affected. Program Administrator may make final decision.
- Non-budgeted expenditures less than \$2,000 do not require Board approval if they are deemed necessary by the Program Administrator.

Procedures

• The Board may overturn a decision of the Program Administrator within their fiduciary responsibility for the organization.

• Instances of actual fraud or illegal activity are also covered by SFRAC's Whistleblower Protection Policy as contained in this document (See Appendix D).

Financial Records and Reports

The SFRAC will employ a regular process for assessing the status of organizational finances and assets. The Board of Directors and Administrator will ensure that timely and accurate financial information is available, understood, and used to guide decision-making.

- The fiscal year for the organization will be September 1 August 31.
- The financial records of the SFRAC will be maintained using the modified accrual basis of accounting.
- Annual budgets will be prepared by the Administrator and will be presented to and approved by the Board.
- A Chart of Accounts will be used to code receipts and disbursements to the proper accounts to enable proper tracking.
- The Administrator will reconcile the bank statement with bookkeeping records monthly.
- At a minimum, the Administrator will prepare the following financial reports for review and approval by Board: Balance Sheet, Budget-to-Actual comparison, and Cash Flow Report.
- The Board of Directors will review and approve the financial reports presented at every meeting.
- The Board of Directors will review the SFRAC's Form 990/990-EZ, annually.

Separation of Duties

The SFRAC is committed to sound internal controls that ensure separation of duties to create accountability and prevent misuse of organizational assets. The most important of these include the following:

- The check signer will not be the same person who receives a payment made to him/her by the SFRAC.
- Newly elected SFRAC Officers will be required to be designated as a signatory and in doing so
 comply with providing the necessary documentation and following the processes required by the
 financial institution hosting the SFRAC bank accounts.
- Two signatures will be obtained for every transaction paid for by check from the Administrator and any of the SFRAC Board Officers.

Safeguarding Assets

The following policies will ensure the security of organizational resources:

- The Administrator shall have primary responsibility for ensuring that proper Financial Management procedures are maintained and that the policies of the Board are carried out.
- The Board of Directors will provide fiscal oversight in the safeguarding of the organizational assets and shall have primary responsibilities for ensuring that all internal and external financial reports fairly present its financial condition.
- A proper filing system will be maintained for all financial records.
- Actual income and expenditure will be compared to the approved budget, monthly.
- All funds will be kept at Texas Community Bank (TCB).
- All operating expense excess cash will be kept in the General Fund account.

- No bank account should contain more than the FDIC insured amount.
 Bank statements will promptly reconcile on a monthly basis by the Administrator.
- The Board of Directors shall approve any new signers for each bank account and any new and necessary bank accounts.
- The Administrator is responsible for promptly notifying financial institutions of any changes to authorized signers on organizational accounts.
- Records of fixed assets (i.e., equipment) will be kept current and reported annually to the Texas Department of State Health Services (DSHS) on the GC-11 form.
- Appropriate anti-virus and service warranties for all functioning/in use fixed assets will be purchased maintained.

Procedures

- On a monthly basis, the Administrator will reconcile the bank statements to the general ledger.
- The Administrator will resolve all discrepancies, and when necessary, with the assistance of the SFRAC Treasurer, and the bank, if necessary.

Funds Received / Receipts Polices

The following policies govern how funds received by the organization will be processed:

- All checks are stamped with a "For deposit only" stamp immediately upon receipt.
- All cash receipts are recorded on pre-numbered receipts.
- The Administrator will be responsible for preparing and making deposits to the bank, as needed.
- The Administrator will post the deposit to the general ledger (amount, date received, account number, etc.) through the register on the Aplos accounting software.
- A copy of the deposit slips from the Bank will be kept on file under "Member Deposits" or "State Deposits".

Procedures

- All checks received through the mail or in person are recorded by the Administrator in the Member Summary spreadsheet, listing the date received, payor, check #, and amount received.
- Cash received will be stored in a locked file cabinet for deposit.
- When the deposit is confirmed, the Administrator will file the deposit slip and an entry made into the journal, as needed.
- The Administrator shall code all cash receipts according to the chart of accounts.

Accounts Payable and Fund Disbursement Policies

The following policies govern how funds disbursed by the organization will be approved and processed:

- The Administrator will approve expenditures and disburse payment within the parameters set by the annual operating budget as approved by the Board, with the exception of the Administrator's expense reimbursement items, which must be approved by another person having check signing authority.
- The Administrator approves check requests and reimbursements after comparing supporting documentation.
- All payments are made by check or debit card and are accompanied by substantiating documentation. Debit card statements will be reconciled to substantiating documentation monthly.

- All checks are pre-numbered and accounted for monthly.
- Blank checks are stored in a locked drawer.
- Blank checks may never be signed in advance.
- Checks are not allowed to be written to "Cash".
- Electronic banking allows wire transfers, electronic transfers, stop payments on checks, and account balance inquiries to be initiated and completed via computer or telephone.

Procedures

- All invoices received are stamped with the date received by the Administrator.
- The Administrator approves all invoices and expenditures and prepares check requests, as needed.
- Check requests and support documentation are received by the Administrator for check writing, as needed.
- The Administrator immediately records all disbursements in the accounts payable ledger.
- The Administrator prepares all checks for the approved expenditures, using pre-numbered checks.
- The checks, with support documentation (approved invoices, check requests), are signed by the Administrator and a second signature obtained from one of the authorized SFRAC officers (i.e., signatories).
- The Administrator will then make a copy of each check and check request. The check copies
 and supporting documentation is then filed accordingly. The Administrator is responsible for
 mailing all checks.
- The Administrator posts the cash/check disbursements to the register of accounts on a timely basis.
- The Administrator reconciles the accounts payable ledger to the general ledger on a monthly basis.

Petty Cash Fund

The following policies govern how the Petty Cash Fund will be managed:

N/A

Payroll

The following policies govern how payment of all employees will be processed:

N/A

Purchasing

The following policies govern how purchasing decisions will be made:

- The Administrator is authorized to make purchasing decisions without prior Board approval for regular supplies and equipment, including furniture, computers, and software, if below the \$2,000 threshold.
- Competitive bids are not required for small purchase goods and services of \$25,000 or less.

- Some form of cost or price analysis shall be made in connection with every procurement action.
- Price should be one of the factors in the evaluation of responses, but the organization is not required to take the lowest price if other factors are important to the decision.

Organizational Debit Card

The SFRAC authorizes debit cards for the purpose of facilitating online and business purchases, including business travel that is not easily handled through normal disbursement processing. The use of the SFRAC debit cards creates the opportunity for expenditures to be made without prior approval. The following policies govern how these transactions will be handled:

- Due to the potential for theft, misuse, and auditing problems, use of debit cards is monitored carefully. Only the Administrator will be issued an organizational debit card. Board members may request that purchases be made for business purposes on their behalf using the debit card.
- All debit card purchases must be reconciled and attached to supporting documentation.
- The Administrator will enter all debit card transactions into the accounting software as needed, but not less than monthly.

Vendor and Contractual Agreements and Leases

The following policies govern how decisions to enter into agreements with vendors or contractors or leases will be conducted:

- Only the Chairman of the Board and/or Administrator (when authorized by the Board) may sign a contractual or vendor agreement or lease.
- The Administrator will maintain a secure file of all vendors, contracts, and lease agreements according to the document retention policy.
- All vendors must submit an IRS Form W-9 Request for Taxpayer Identification and Certification or equivalent prior to payment.
- A determination on a case-by-case basis will be made by the Administrator if the need to file an annual IRS Form 1099-Misc. on payments made to vendors is necessary.

Gift Acceptance Policy

The following policies govern how nonstandard gifts will be handled:

- SFRAC may solicit and accept gifts that are consistent with its mission.
- Donations will generally be accepted from individuals, partnerships, corporations, foundations, government agencies, or other entities, without limitations.
- During its regular fundraising activities, SFRAC will accept donations of cash, and goods.
- Certain types of gifts must be reviewed prior to acceptance due to the special liabilities they may pose. Although very rare, some examples of gifts that may be subject to review include gifts of real property and gifts of personal property.

- All decisions to solicit and/or accept potentially controversial gifts will be made by the Executive Board in consultation with the Administrator. The primary consideration will be the impact of the gift on the organization.
- SFRAC will not accept gifts that (1) would result in violating its corporate charter, (2) would result in losing its status as an IRC § 501(c)(3) not-for-profit organization, (3) are too difficult or too expensive to administer in relation to their value, (4) would result in any unacceptable consequences, or (5) are for purposes outside SFRAC's mission.

Fixed and Controlled Assets

The following policies govern how fixed and capital assets will be treated:

- SFRAC has established a fixed and controlled assets threshold of \$500 or more, but less than \$5,000, or having a life expectancy for use and service of more than one year to be considered a fixed asset.
- Property purchased meeting the fixed asset definition is tagged with a pre-numbered asset tag noting Seven Flags Regional Advisory Council and added to the GC-11 list of assets maintained by the Administrator no later than October 15th of each fiscal year.
- This inventory list will include the description, serial numbers, asset number, date of purchase or receipt, date of installation, cost excluding taxes, and life expectancy.

IT Security and Computer/Laptop Controls

The following policies govern the security procedures that will be taken to ensure the safety of physical and electronic records:

- The Administrator is responsible for inputting the financial data into a computer and bookkeeping software for generating financial reports. Only the Administrator will have access to the password required to make changes to the system. The SFRAC Accountant assisting with financial procedures or completion of the IRS 990/990EZ form, may have access to review or print information from the system, without privileges for editing. All account balances are reconciled to the control accounts monthly.
- Access to computer or on-line systems for accounting, and online and phone banking is controlled
 by the Administrator. Within each system, access permission is set to allow the appropriate level
 of access, as needed.
- Backup of electronic records, to the greatest extent possible, will be developed on a Window 365 platform having the access applicability of auto-save function onto One Drive to assure that data is secure and will not be lost in the event of a computer failure.
- All organizational offices will be kept locked when not in use. Only the Administrator will have office keys.
- All confidential and financial information will be kept in locked files, including personnel files, financial records, invoices, or expenses to be paid, cash or gifts to be deposited, fixed asset listings, and cash funds.
- The administrator will complete DSHS' Cybersecurity Training Program on an annual basis.
- Use of SFRAC equipment (i.e., laptop/computer) by assigned users (e.g., Board members, staff, independent contractors) will require a SFRAC Laptop Security Agreement to be signed by the user. *

*(See Financial Policies and Procedures Manual, Attachment I., SFRAC Laptop Security Agreement)

External Audit

N/A

Single Audit Determination and Exemption

- The Administrator will complete and submit an electronic DSHS Single Audit Determination at the end of each fiscal year.
- Historically, the SFRAC has fallen below the threshold requiring a single audit be performed (i.e., \$750,000 in annual revenue).
- If a single audit is not required, the Administrator will submit to DSHS a copy of the previous fiscal year's financial statements (e.g., Income Statement; Profit Loss Statement) no later than nine months after the end of the fiscal year.

IRS Form 990 Preparation

- An external CPA firm or individual will prepare the SFRAC's annual Form 990 for submission to the IRS to ensure accuracy.
- The Administrator, and when necessary, the SFRAC Treasurer will oversee preparation of the form.
- The Board will review and approve the form submission to the IRS.

Risk Management

- The Administrator will recommend approval to the Board of the purchase of insurance policies as required by the organization, currently under VFIS of Texas.
- The board will review insurance policies and needs annually upon renewal.

APPENDIX A.

TRAVEL POLICY ii

Travel incurred by SFRAC Board members shall be in accordance with State of Texas approved rates and shall be accounted for and submitted for reimbursement or advance on forms approved by the SFRAC. Costs associated with air travel shall be an allowable expense whenever travel time and cost to a particular location using ground travel exceed the time and cost and practicality of air travel. Such air travel, however, shall be limited to coach fares. First class travel rates are not considered an allowable expense and not reimbursable.

Travel related costs for lodging and per diem shall conform to rates published in U.S. General Services Administration at gsa.gov. Mileage paid for use of a personal vehicle for out-of-town trips related to SFRAC business shall not exceed a rate per mile that is approved and deemed by the State of Texas as authorized at the time of travel. Use of a company, county, or city vehicle in making out of town trips shall not qualify as a reimbursable mileage expense.

Mileage

In 2024, SFRAC will reimburse mileage at a rate of \$.67/mile in accordance with the State of Texas approved for this period.

Mileage is reimbursed for legitimate business-related travel by personal vehicle, rental vehicles, and travel between home and office. The number of miles traveled by an employee for state business may be determined by point-to-point itemization using a reputable online mapping service (e.g., Google Maps, Bing Maps).

<u>Airfare</u>

The lowest commercial cost airfare should be chosen that would reasonably allow travel to reach a destination efficiently.

To be reimbursed for a commercial air transportation expense, proof must be provided that the expense was incurred. A complete passenger receipt issued by a commercial airline company, or an itinerary issued by the company, or a travel agency serves this purpose.

The receipt or itinerary must include:

- The name of the traveler and airline.
- The ticket numbers.
- The class of transportation.
- The travel dates.

- The amount of the airfare.
- The origin and destination of each flight.
- Proof of payment.

A passenger receipt or itinerary that has been altered by any person other than the entity issuing the receipt or itinerary is unacceptable. A receipt or itinerary that additional information has been added to is considered unaltered if the information does not conflict with the original information on the receipt.

If the receipt and itinerary are both unavailable, the supporting documentation must include a copy of the receipt or itinerary, the canceled check or credit card slip used to pay the transportation expense, or the credit card billing the transportation charges appear on. If any of these alternative methods are used as supporting documentation, the above information required from the receipt or itinerary must still be included in the documentation.

Charges for additional baggage may be reimbursed as long as the travel is related to SFRAC business. Discretionary judgment should be used by the traveler in adding charges for more than one additional baggage.

Lodging

Whenever overnight travel becomes necessary, prior approval is needed on the approved standard travel authorization form. Once overnight travel and accommodations are approved in advance, selection of a hotel and rate shall conform with the U.S. General Services Administration (GSA) assigned Daily Lodging Rate (excluding taxes) for the corresponding location. A hotel receipt is required for adequate accountability when completing the travel report. Lodging rates may be made in advance or as a reimbursement. This rate rule applies to all SFRAC Board members, officers, employees, and independent contractors.

*See Appendix A., Attachment I. for 2024 GSA daily lodging rate schedule.

Exceptions to this rule may be made on a case-by-case basis when lodging for overnight travel is more that the established GSA rate, such as when a conference or meeting are being held at a particular hotel venue and the negotiated rate between the hotel and DSHS is higher that the established rate for that area, or if there are not available location in the area that offer the established GSA rate for that given area. A request may be made to the SFRAC Administrator or SFRAC Chairman to authorize the actual expense allowance provision. In accordance with the U.S. General Services Administration, the SFRAC may authorize or approve the maximum per diem rate of up to 300% of per diem for the location where lodging is obtained. ³

³. National Archives, A Code of Federal Regulations (CFR), Title 41, Subtitle F, Chapter 301, Subchapter B, Subpart D, § 301-11.303. https://www.ecfr.gov/current/title-41/subtitle-F/chapter-301/subchapter-B/part-301-11/subpart-D

Meals

SFRAC will not reimburse cost for meals while traveling within region on trips that do not involve an overnight, except in rare circumstances with prior approval. For overnight travel in-state reimbursement will be made in accordance with the U.S. General Services Administration per diem same rates for given areas in Texas. Receipts of meals are not needed upon submitting the travel report. This rate rule applies to all SFRAC Board members, officers, employees, and independent contractors. Meals for volunteers or donors are not allowed without the prior approval of the Administrator.

*See Appendix A., Attachment II. for 2024 GSA Meals Per Diem rate schedule.

Parking

SFRAC may reimburse a Board member, administrative staff, independent contractor for a parking expense incurred while traveling in a personally owned or leased vehicle, rental vehicle, or company owned or leased vehicle. A receipt or proof of payment is required.

Tolls

SFRAC may reimburse a Board member, administrative staff, independent contractor for tolls paid when traveling in a personally owned or leased vehicle, rental vehicle, or SFRAC-owned or leased vehicle. SFRAC may not reimburse for tolls paid if none of the mileage or rental cost is reimbursable. A receipt or proof of payment is required.

Rental Vehicles

SFRAC may reimburse for the cost of renting a vehicle to conduct SFRAC business, per <u>Texas Government Code</u>, <u>Section 660.091</u>. The reimbursement includes all applicable taxes and mandatory charges. It also may include a charge for a collision damage waiver or a loss damage waiver if not already included in the contracted rate for the rental. A charge for an additional driver may only be reimbursed if incurred for a business reason. A charge for a liability insurance supplement, personal accident insurance, safe trip insurance or personal effects insurance is not reimbursable.

An original and complete receipt issued by the rental company is required for reimbursement.

In order to be reimbursed for a rental expense, the renter must provide proof that the expense was incurred. A complete receipt issued by the rental company serves this purpose.

The receipt must include:

• The name of the rental company.

- The name of the renter renting the vehicle.
- The starting and ending dates of the rental.
- An itemization of expenses incurred.
- Proof of payment.

If the receipt does not include all the items listed above, the rental contract may also be included to provide that information.

A receipt that has been altered by any person other than the entity issuing the receipt is unacceptable. A receipt that additional information has been added to is considered unaltered if the information does not conflict with the original information on the receipt.

Air Travel

SFRAC may reimburse for the actual cost of commercial air transportation incurred to conduct SFRAC business. The reimbursement may not exceed the cost of the lowest available airfare between the SFRAC traveling agent's city of departure and the city of arrival.

To be reimbursed for a commercial air transportation expense, the traveler must provide proof that the expense was incurred. A complete passenger receipt issued by a commercial airline company, or an itinerary issued by the company, or a travel agency serves this purpose.

The receipt or itinerary must include:

- The name of the traveler and airline.
- The ticket number.
- The class of transportation.
- The travel dates.
- The amount of the airfare.
- The origin and destination of each flight.
- Proof of payment.

A passenger receipt or itinerary that has been altered by any person other than the entity issuing the receipt or itinerary is unacceptable. A receipt or itinerary that additional information has been added to is considered unaltered if the information does not conflict with the original information on the receipt.

If the receipt and itinerary are both unavailable, the supporting documentation must include a copy of the receipt or itinerary, the canceled check or credit card slip used to pay the transportation expense, or the credit card billing the transportation charges appear on. If any of these alternative methods are used as supporting documentation, the above information required from the receipt or itinerary must still be included in the documentation.

Mass Transit, Uber, Taxi, or Limousine

SFRAC may reimburse for the actual cost of transportation by bus, subway, other mode of mass transit or taxi if incurred to conduct SFRAC business. The cost is only reimbursable if transportation is provided by a commercial transportation company.

The SFRAC representative is entitled to be reimbursed for the actual cost of transportation provided by a network transportation driver (Uber, Lyft, etc.) if incurred to conduct SFRAC business and if it was the most cost-effective mode of transportation available considering all relevant circumstances.

A SFRAC representative is entitled to be reimbursed for the actual cost of transportation by limousine only if it was the most cost-effective mode of transportation available considering all relevant circumstances.

If a taxi or limousine is shared by two or more SFRAC representatives, only the representative who paid for the transportation may be reimbursed for that expense. The other SFRAC traveler may be reimbursed only for charges imposed on an individual-by-individual basis.

Receipt Requirements

State law, and therefore, SFRAC, does not require a receipt for a reimbursement of travel by bus, subway, other mode of mass transit, taxi, limousine, or network transportation driver; however, supporting documentation must itemize the date and the fare charged for each trip.

Direct Payment of Travel Expenses

SFRAC may directly pay for expenses to be incurred by a SFRAC representative in advance. The SFRAC representative must submit a travel request with the projected costs defined with copies of hotel accommodation costs, per diem and mileage, as applicable. Upon completion of the travel event, SFRAC representative(s) must submit a travel report showing the actual costs incurred. Actual cost should be supported by copies of hotel receipts, car rental contracts/receipts, and gasoline receipts, as applicable. The SFRAC may either be reimbursed for costs incurred over the estimate advance travel cost or may owe the SFRAC for costs underspent based on advance estimate totals.

Current fiscal year travel may not be used to pay for transportation that will occur during the next fiscal year.

APPENDIX B.

CONFLICT OF INTEREST POLICY

Article 1 - Purpose

The purpose of the conflict-of-interest policy is to protect Seven Flags Regional Advisory Council ("the Organization") interest when it is contemplating entering into a contract, transaction or arrangement that might benefit the private interest of an employee, independent contractor, officer or director of the Organization, or might result in a possible excess benefit transaction under the Internal Revenue Code. This policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

Article 2 - Definitions

1. Interested Person

Any employee, independent contractor, director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, profession, investment, or family:

- a. An ownership or investment interest in any entity with which the Organization has a contract, transaction or arrangement,
- **b.** A compensation arrangement with the Organization or with any entity or individual with which the Organization has a contract, transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a contract, transaction or arrangement.

3. Compensation

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

4. Conflict of Interest

A conflict of interest exists when the interests of an interested person have the potential to be at odds with the best interests of the Organization. The interested person's interests may be personal (for example, the consideration of a family member for employment) or professional (such as affiliation with a potential supplier to the association). A financial interest is not necessarily a conflict of interest. Under Article 4,

Section 3, a person who has a financial interest may have a conflict of interest only if the appropriate governing board, committee, or decision maker decides that a conflict of interest exists.

Article 3 - General Principles

1. Interests in conflict

Interested persons may have interests in conflict with those of the Organization. The duty of loyalty requires that a director, officer, or employee be always conscious of the potential for such conflicts and act with candor and care in dealing with such situations. Conflicts of interest involving an interested person are not inherently illegal, nor are they to be regarded as a reflection of the integrity of the interested person, Board of Directors, or the Organization. It is the manner in which the interested person, and those making decisions for the Organization, deal with a disclosed conflict that determines the propriety of the transaction.

2. Awareness and disclosure

An interested person should be sensitive to any interest he or she may have any decision to be made and, as far as possible, recognize such interest prior to the discussion or presentation of such a matter before the Board of Directors or other decision making entity or person. When an interested person has an interest in a transaction being considered, the interested person should disclose the conflict at the earliest time practical before a decision is made on the matter. Upon disclosure by the interested person, the decision-making entity or person should provide a disinterested review of the matter as described in this policy.

3. Insider transactions

Sometimes, the Organization may decide to choose to deal with an inside supplier of goods or services (i.e., involving an interested person) because of familiarity with the supplier's reliability or for another reason. Although such association with an interested person or their business or family in providing services may result in extra benefits for the Organization, the record of the decision must show that the best interests of the Organization were the overriding consideration in deciding to use such a supplier.

Article 4 - Applicability and Procedures

1. Applicability

In the case of interested persons who are employees or independent contractors, the same procedures described below as to directors and committee members apply, except it is the interested person's supervisor or the Administrator to whom disclosure must be made, and who must deal with the disclosed conflict, not the directors and members of committees with governing board delegated powers. The person's supervisor or the Administrator, as appropriate, shall then make such disclosures of the conflict that are proper to the directors and members of committees.

2. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement. The officer presiding over the meeting has a duty and is expected to make an inquiry if any such conflict appears to exist and the affected board member has not made it known.

3. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall first decide if a conflict of interest exists, and if one does exist, the rest of this article applies. If a conflict does not exist, the interested person shall resume normal participation in the meeting.

4. Procedures for Addressing the Conflict of Interest

The remaining board or committee members shall follow the following procedures if a conflict of interest exists:

- **a.** An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- **b.** The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- **c.** After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- **d.** If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

5. Violations of the Conflicts of Interest Policy

If a member of the Board of Directors or committee suspects a violation of the Conflicts of Interest Policy, he or she must bring the matter to the attention to the board or committee, which shall deal with it as follows:

- **a.** If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- **b.** If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article 5 - Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- **a.** The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- **b.** The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article 6 - Compensation

The following policies apply to compensation-related matters:

- **a.** A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- **b.** A voting member of any governing board or committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- **c.** No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article 7 - Annual Disclosure Statements

Each employee, independent contractor, director, principal officer and member of a committee with

governing board delegated powers shall annually sign and any potential director before election shall sign a statement that affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- **b.** Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- **d.** Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article 8 - Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, the Board of Directors or its designee(s) may conduct periodic reviews. The periodic reviews shall take place as needed, and, at a minimum, include the following subjects:

- **a.** Whether all compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- **b.** Whether disclosure statements are being properly used; partnerships, joint ventures, and financial arrangements with interested persons conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article 9 - Use of Outside Experts

When conducting the periodic reviews as provided for in Article 8, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

APPENDIX C.

DOCUMENT RETENTION & DESTRUCTION POLICYⁱⁱⁱ

Seven Flags Regional Advisory Council takes seriously its obligations to preserve information relating to litigation, audits, and investigations. From time to time, the Administrator may issue a notice, known as a "legal hold," suspending the destruction of records due to pending, threatened, or otherwise reasonably foreseeable litigation, audits, government investigations, or similar proceedings. No records specified in any legal hold may be destroyed, even if the scheduled destruction date has passed, until the legal hold is withdrawn in writing by the Administrator.

The following list provides the minimum requirements:

Cor	porate	Reco	rds
VUL	$\sigma \sigma r u v v$		F 4412

Articles of Incorporation	Permanent
Board Meeting and Board Committee Minutes	Permanent
Board Policies/Resolutions	Permanent
By-laws	Permanent
Construction Documents	Permanent
Fixed Asset Records	Permanent
IRS Application for Tax-Exempt Status	Permanent
Determination Letter	Permanent
State Sales Tax Exemption Letter	Permanent
Contracts (after expiration)	7 years
Correspondence (general)	3 years

Accounting and Corporate Tax Records

Annual Audits and Financial Statements	Permanent
Depreciation Schedules	Permanent
General Ledgers	Permanent
IRS 990 Tax Returns	Permanent
Business Expense Records	7 years
IRS 1099s	7 years
Journal Entries	7 years
Invoices	7 years
Sales Records	5 years
Petty Cash Vouchers	3 years
Cash Receipts	3 years
Credit Card Receipts	3 years

Bank Records

Check Registers	Permanent
Bank Deposit Slips	7 years
Bank Statements and Reconciliation	7 years
Electronic Fund Transfer Documents	7 years

Payroll and Employment Tax Records

Payroll Registers	Permanent
State Unemployment Tax Records	Permanent
Earnings Records	7 years
Garnishment Records	7 years
Payroll Tax returns	7 years
W-2 Statements	7 years

Employee Records

Employment and Termination Agreements	Permanent
Retirement and Pension Plan Documents	Permanent
Records Relating to Promotion, Demotion or Discharge	7 years after termination Accident
Reports and Worker's Compensation Records	5 years
Salary Schedules	5 years
Employment Applications	3 years
I-9 Forms	3 years after termination.
Timecards	2 years

Other

Donor Records and Acknowledgement Letters	7 years
Grant Applications and Contracts	5 years after completion

Legal, Insurance, and Safety Records

Appraisals	Permanent
Copyright Registrations	Permanent
Environmental Studies	Permanent
Insurance Policies	Permanent
Real Estate Documents	Permanent
Stock and Bond Records	Permanent
Trademark Registrations	Permanent
-	, c.

Leases 6 years after expiration

OSHA Documents 5 years

General Contracts 3 years after termination

1. Electronic Documents and Records.

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time.

2. Emergency Planning

SFRAC's records will be stored in a safe, secure, and accessible manner to ensure that access to files needed during an emergency are available.

3. Document Destruction

The Administrator is responsible for the ongoing process of identifying its records which have met the required retention period and overseeing their destruction. Destruction of financial and personnel-related

documents will be accomplished by shredding.

Document destruction will be suspended immediately upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation.

4. Compliance

An exempt non-profit organization must keep books and records needed to show that it complies with the tax rules. The organization must be able to document the sources of receipts and expenditures reported on its annual return and on any tax returns it must file. Records must support income, expenses, and credits reported on exempt organization annual returns and tax returns. Books and records must be available for inspection by the IRS and or State auditors. If the IRS or State Auditor examines an organization's returns, the organization must have records to explain items reported. Having a complete set of records will speed up the examination. Failure to follow this policy can result in possible program, civil and criminal sanctions against the organization or at the very least cause findings to be issued.

APPENDIX D.

WHISTLEBLOWER POLICYiv

POLICY

It is the policy of the SFRAC to abide by all applicable federal, state, and local laws, rules and regulations.

PROCEDURE

In accordance with this policy and applicable law, an employee will be protected from discrimination and retaliation if the employee reports to the Administrator or the Chairman any good faith concern regarding Seven Flags Regional Advisory Council (SFRAC) practices or conditions which the employee has reasonable cause to believe are in violation of any federal, state or local law, rules or regulation, or which the employee has reasonable cause to believe risk the health or safety of that employee or any other individual. SFRAC will promptly investigate each complaint to determine its merits and the appropriate action to be taken. Confidentiality will be maintained to the extent practical and appropriate under the circumstances. If an investigation reveals that unlawful conduct has taken place, appropriate disciplinary action will be taken, up to and including suspension or discharge.

SFRAC will not discharge, threaten, discriminate, or otherwise retaliate against an employee who submits a good faith complaint to SFRAC, participates in any investigation or legal proceeding arising from any such complaint, or on the basis of any other lawful actions of such employee in submitting a good faith report relating to real or perceived unlawful conduct. This statement applies even if an investigation proves that there has been no unlawful activity involving SFRAC or any of its employees.

In order to receive the protections under the Whistleblowers' Protection Act, the employee who has reported or caused to be reported a violation or unsafe condition or practice to a public body must first bring the alleged violation, condition or practice to the attention of the Administrator or the Board Chairman, and must allow SFRAC a reasonable opportunity to correct that violation, condition or practice, unless the employee has specific reasons to believe that a report to SFRAC will not result in a prompt correction of the violation, condition or practice.

Any action considered to be discriminatory or retaliatory should be reported immediately to the Administrator or the Board Chairman. SFRAC will not tolerate discrimination or retaliation against the complainant by any employee and will subject such employee to discipline, up to and including suspension or discharge from employment.

Employees who are not themselves complainants, but who assist in an investigation relating to unlawful

activity, will also be protected from discrimination and retaliation.
RESPONSIBILITY

The implementation of this policy is the responsibility of the Administrator, the Board Chairman, and ultimately the Board of Directors.

Approved: August 2024

APPENDIX E.

PROCUREMENT POLICY V

The policy set forth in this document establishes standards and guidelines for the procurement of supplies, equipment, construction, and services to ensure that they are obtained as economically as possible through an open and competitive process, and that contracts are managed with good administrative practices and sound business judgment.

Code of Conduct

A Code of Conduct shall govern the performance, behavior, and actions of the Seven Flags Regional Advisory Council (SFRAC), including Board members, employees, volunteers, administrators, or agents who are engaged in any aspect of procurement, including – but not limited to – purchasing goods and services; awarding contracts and grants; or the administration and supervision of contracts.

- 1. No Board member, employee, officer, administrator, volunteer, or agent of the SFRAC shall participate in the selection, award or administration of a bid or contract supported by Federal and/or State funds if a conflict of interest is real or apparent to a reasonable person.
- 2. Conflicts of interest may arise when any Board member, employee, officer, administrator, volunteer, or agent of the SFRAC has a financial, family or any other beneficial interest in the vendor firm selected or considered for an award.
- 3. No Board members, employee, officer, administrator, volunteer or agent of the SFRAC shall do business with, award contracts to, or show favoritism toward a member of his/her immediate family, spouse's family or to any company, vendor or concern who either employs or has any relationship to a family member; or award a contract or bid which violates the spirit or intent of Federal, State and local procurement laws and policies established to maximize free and open competition among qualified vendors.
- 4. The SFRAC's Board members, administrators, volunteers, or agents shall neither solicit nor accept gratuities, gifts, consulting fees, trips, favors or anything having a monetary value from a vendor, potential vendor, or from the family or employees of a vendor, potential vendor or bidder, or from any party to a sub-agreement or ancillary contract.

5. As permitted by law, rule, policy, or regulation, the SFRAC shall pursue appropriate legal, administrative, or disciplinary action against a Board member, employee, administrator, volunteer, vendor or vendor's agent who is alleged to have committed, has been convicted of or pled no contest to a procurement related infraction. If said person has been convicted, disciplined, or pled no contest to a procurement violation, said person shall be removed from any further responsibility or involvement with grants management, procurement actions or bids, consistent with State or Federal policy.

Solicitation and Competition

All procurement transactions will be conducted to provide to the maximum extent possible free and open competition among suppliers. The SFRAC must begin with an analysis of the need for procurement, to avoid the purchase of unnecessary items, which may include an examination of lease versus purchase alternatives. It must then identify and clearly specify standards for the goods or services desired and seek competitive offers where possible to obtain the best possible quality at the best possible price. The SFRAC recognizes and authorizes the use of three types of acquisition methods, namely, 1) small purchase acquisitions; 2) informal [open] competitive bidding; 3) sole source [noncompetitive] acquisition; and 4) formal competitive bidding.

Applying Principles and Methods:

- Some form of cost or price analysis shall be carried out and documented in connection with every procurement action.
- Price analysis may be accomplished in various ways, including the comparison of price quotations submitted or obtained, market prices, including discounts.
- If small purchase procurements are used (i.e., less than \$25,000), price or rate quotations will be obtained from an adequate number of qualified sources, contingent and dependent on the availability of vendors for the specific product or service being purchased.
- Informal competitive bids must be sought for goods and services exceeding \$25,000. The technique of informal competitive bidding proposals is normally conducted with more than one source submitting an offer. If this method is used, the following requirements apply:
 - (i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
 - (ii) Proposals will be solicited from no less than two qualified sources;
 - (iii) A method for conducting technical evaluations of the proposals received and for selecting awardees will utilized;
 - (iv) Awards will be made to the responsible firm whose proposal is most advantageous to the SFRAC, with price and other factors considered; and
 - (v) The SFRAC may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are

evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

- Sole source noncompetitive acquisition is procurement through solicitation of a proposal from only one source, or after solicitation of several sources' competition is determined inadequate. Procurement by noncompetitive sole source proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
 - (A) The item or service is available only from a single source;
 - (B) The need or urgency for the required item or service will not permit a delay resulting from competitive solicitation.
 - (C) The SFRAC Board of Directors authorizes noncompetitive proposals; or
 - (D) After solicitation of a number of sources, competition is determined inadequate.

The SFRAC may be required, upon request, to submit the proposed procurement to the funding agency for preaward review.

■ In rare cases, the SFRAC may need to utilize procurement by sealed bids (formal competitive bidding). Bids are publicly solicited, and a firm (fixed price), lump sum, or unit price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, represents best value to SFRAC. The sealed bid method is the preferred method for procuring construction. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed project.

In order for sealed bidding to be feasible, the following conditions should be present:

- (A) A complete, adequate, and realistic specification or purchase description is available;
- (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- (A) The invitation for bids will be publicly advertised and bids shall be solicited from no less than two (2) known suppliers, providing them sufficient time prior to the date set for opening the bids;
- (B) The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
- (C) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (D) A contract award will be made in writing to bidder(s) whose bid(s) represent best value to the SFRAC. Where specified in bidding documents, factors such as discounts, transportation cost, and

life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

- (E) Any or all bids may be rejected if there is a sound documented reason.
- Whenever possible, the SFRAC will engage in affirmative efforts to utilize small businesses, minority- owned firms, and women's business enterprises.

Selection

Price should be one of the factors in the evaluation of responses, but SFRAC is not required to take the lowest price if other factors are important to the decision.

- There should be an objective method for selection, and any factors for evaluation and selection should be listed in the procurement documents.
- Awards shall be made to the bidder or offeror whose bid is responsive to the solicitation and is most advantageous to the SFRAC (price, quality and other factors considered).
- A bid may be rejected when it is in the SFRAC's interest to do so.

Documentation

At a minimum, procurement records must clearly show how the SFRAC:

- Executed price sampling for small purchases;
- Selected the method of procurement and the type of contract to be used;
- Determined which bids or proposals to accept and which to reject; and
- Determined the basis for the contract cost or price.

Contract Administration

The SFRAC will utilize its overall system of contract and program administration to ensure proper oversight and management of procurement actions. The SFRAC is responsible for evaluating contractor performance and documenting, as appropriate, whether contractors have met the terms, conditions and specifications of the contract. This may include progress reports and inspections, interim products, inspection of goods delivered, and other such methods that provide assurance that the goods or services purchased are being delivered within the scope of the contract.

The SFRAC's contract administration system must ensure that:

- The method of procurement is documented and records maintained for five years after final payment is made;
- All activities are carried out and costs are incurred in compliance with applicable requirements; and
- Before payment is made, services performed are adequate, complete and consistent with the contract scope of services.

¹ Content adapted from Rottmann, Jennifer, "Financial Policies and Procedures Manuals for Nonprofit Organizations: Applying Best Practices to the Environmental Health Strategy Center" (2011). Muskie School Capstones and Dissertations. University of Southern Main, https://digitalcommons.usm.maine.edu/muskie_capstones/50

Language adapted from FMX Fiscal Management, retrieved from https://fmx.cpa.texas.gov/fmx/travel/textravel/index.php; and the General Service Administration (GSA) retrieved from https://www.gsa.gov/travel/plan-a-trip/per-diem-rates/mie-breakdowns; and <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2024&state=TX&city=&zip="https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2024&state=TX&city=&zip="https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2024&state=TX&city=&zip="https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2024&state=TX&city=&zip="https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2024&state=TX&city=&zip="https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2024&state=TX&city=&zip="https://www.gsa.gov/travel/plan-book/per-diem-rates/per-

iii Language adapted from Texas Theatres.org, DocumentRetentionandDestructionPolicy.doc retrieved from https://texastheatres.org/wp-content/uploads/2018/05/DocumentPolicy.pdf. And Rottmann, Jennifer, "Financial Policies and Procedures Manuals for Nonprofit Organizations: Applying Best Practices to the Environmental Health Strategy Center" (2011). Muskie School Capstones and Dissertations. University of Southern Main, https://digitalcommons.usm.maine.edu/muskie_capstones/50

iv Adapted from Maine Association of Nonprofits SAMPLE WHISTLEBLOWER POLICY, retrieved from http://www.nonprofitmaine.org/documents/MANPWhistleblower.doc.

V Content adapted from UNIFORM GRANT MANAGEMENT STANDARDS, TEXAS COMPTROLLER OF PUBLIC ACCOUNTS, Subpart C, Post-Award Requirements - Changes, Property, and Subawards retrieved from https://comptroller.texas.gov/purchasing/docs/ugms.pdf and 24 CFR Part 84: Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations retrieved from https://www.hud.gov/sites/documents/DOC_12538.PDF

Attachment I.

Financial Policies and Procedures Manual SFRAC Laptop Security Agreement

Seven Flags Regional Advisory Council (SFRAC) Laptop Security Agreement

Date:	
Name of User:	
User Email:	
Name of Supervisor/Administrator:	
Agency Name:	Seven Flags Regional Advisory Council
Inventory Tag #:	
	t it is my responsibility as a trusted user to know and comply fred for protection of the equipment assigned to me and the es access to and stores.
understand and agree to adhere to the fo	llowing requirements (please initial beside each
requirement):	
I will adhere to this SFRAC Lapt	op Security Agreement.
approved, comparable secured i	remote connections to access DSHS database or fidential information outside the office.
I understand that laptops must I secure location while not in use.	pe password protected, locked, and stored in a safe and
offsite. When traveling by car is	st always remain in my possession while necessary, the laptop must be locked in the trunk of the emain within their immediate reach.
	ses or confidential information sites/databases will not be that are not physically secured by at
systems, application security, an	es on the laptop are enabled and all automatic operating and malware protection updates remain up-to-date and curity features expire or fail during the course of my use that trator, immediately.
I understand that passwords us be stored on the device.	ed to log into the equipment (i.e., laptop/computer) may no
I understand that passwords an	d usernames must not be shared with anyone else.
	information on the computer's hard-drive, unauthorized PIN) drive, or any unauthorized external drives.
I agree to immediately report an	y breach of confidentiality or privacy and/or
	mation to the SERAC Administrator

By signing below, I acknowledge and accept the response equipment in performing SFRAC related work. I unders agreement or failing to adhere to any confidentiality and implemented by the SFRAC may result in the loss of present accept the response of the significant control of the significant	stand that breaking any of the rules in this discourity policies and procedures	,
User Signature:	_	
Date:		



ITEM 24-82 (TAB 9)



DEPARTMENT OF STATE HEALTH SERVICES CONTRACT NO. HHS001336600020 AMENDMENT NO. 2

The DEPARTMENT OF STATE HEALTH SERVICES ("DSHS" or "System Agency") and THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL ON TRAUMA, TRAUMA SERVICE AREA (TSA)-T ("Grantee"), each a "Party," and collectively the "Parties," to that certain Emergency Medical Services/County Regional Advisory Council (EMS/CO-RAC) grant agreement, effective September 1, 2023, and denominated DSHS Contract No. HHS001336600020 ("Contract"), as amended, now desire to further amend the Contract.

WHEREAS, DSHS has chosen to exercise its option to renew the Contract for the period beginning September 1, 2024, through August 31, 2025 ("State Fiscal Year 2025" or "FY25");

WHEREAS, the Parties desire to make additional funds available in support of services to be provided by Grantee under the Contract in FY25;

WHEREAS, System Agency desires to update the contact information associate with its Contract Representative;

WHEREAS, the Parties desire to revise the Statement of Work;

WHEREAS, the Parties desire to revise the EMS Trauma Care System Account (County Detail);

WHEREAS, the Parties desire to revise the Deliverables Reporting Calendar; and

WHEREAS, System Agency desires to revise certain terms for compliance with applicable state law, federal law, and System Agency policy.

Now, THEREFORE, the Parties hereby amend and modify the Contract as follows:

- 1. SECTION III, DURATION, of the Contract is amended to reflect a revised termination date of August 31, 2025, unless extended or terminated sooner pursuant to the terms and conditions of the Contract.
- 2. SECTION V, BUDGET, of the Contract is amended by adding funds for FY25 in the amount of \$320,270.00. The total not-to-exceed amount of the Contract is increased to \$641,082.00. All expenditures for FY25 will be in accordance with ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK, and ATTACHMENT B-1, FY25 EMS TRAUMA CARE SYSTEM ACCOUNT (COUNTY DETAIL).
- 3. SECTION VII, CONTRACT REPRESENTATIVES, of the Contract is amended to replace DSHS's designated Contract Representative's name and contact information as follows:

System Agency
Department of State Health Services
1100 West 49th Street, MC 1990
Austin, TX 78756

Attention: Angela Lopez Angela.Lopez@dshs.texas.gov

- 4. ATTACHMENT A-1, REVISED STATEMENT OF WORK, of the Contract is deleted in its entirety and replaced with ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK, which is attached to this Amendment No. 2 and incorporated into the Contract as if fully set forth therein.
- 5. ATTACHMENT B-1, FY25 EMS TRAUMA CARE SYSTEM ACCOUNT (COUNTY DETAIL), of the Contract is attached to this Amendment No. 2 and incorporated into the Contract as if fully set forth therein. ATTACHMENT B-1, FY25 EMS TRAUMA CARE SYSTEM ACCOUNT (COUNTY DETAIL), supersedes ATTACHMENT B, FY24 EMS TRAUMA CARE SYSTEM ACCOUNT (COUNTY DETAIL), on the effective date of this Amendment No. 2.
- 6. ATTACHMENT C, CONTRACT AFFIRMATIONS, of the Contract is hereby deleted in its entirety and replaced with ATTACHMENT C-1, HHS CONTRACT AFFIRMATIONS, VERSION 2.3, EFFECTIVE AUGUST 2023, which is attached to this Amendment No. 2 and incorporated into the Contract as if fully set forth therein.
- 7. ATTACHMENT D, UNIFORM TERMS AND CONDITIONS GRANT, of the Contract is deleted in its entirety and replaced with ATTACHMENT D-1, HHS UNIFORM TERMS AND CONDITIONS GRANT, VERSION 3.3, EFFECTIVE NOVEMBER 2023, which is attached to this Amendment No. 2 and incorporated into the Contract as if fully set forth therein.
- 8. ATTACHMENT F, DELIVERABLES REPORTING CALENDAR, of the Contract is supplemented with the addition of ATTACHMENT F-1, FY25 DELIVERABLES REPORTING CALENDAR, which is attached to this Amendment No. 2 and incorporated into the Contract as if fully set forth therein.
- 9. This Amendment No. 2 shall be effective September 1, 2024.
- 10. Except as modified by this Amendment No. 2, all terms and conditions of the Contract, as amended, shall remain in effect.
- 11. Any further revision to the Contract shall be by written agreement of the Parties.
- 12. Each Party represents and warrants that the individual executing this Amendment No. 2 on its respective behalf has full power and authority to enter into Amendment No. 2.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 2 DSHS CONTRACT NO. HHS001336600020

DEPARTMENT OF STATE HEALT	H SERVICES	THE SEVEN FLAGS REGIONAL ADVISORY COUNCIL ON TRAUMA, TRAUMA SERVICE AREA (TSA)-T
DocuSigned by:		DocuSigned by:
By: <u>Dr. Timothy Stevenson</u>		By: Jorge D. Dulgado
Printed Name: Dr. Timothy Stevenson	on	Printed Name: Jorge D. Delgado
Title: Associate Commissioner		Title: Chair
Date of Signature: July 10, 2024		Date of Signature: July 10, 2024
THE FOLLOWING DOCUMENT ARE INCORPORATED AS PAR		THED TO THIS AMENDMENT NO.2, AND THEIR TERMS
ATTACHMENT A-2	SECOND REVISED STATEMENT OF WORK	
ATTACHMENT B-1	FY25 EMS TRAUMA CARE SYSTEM ACCOUNT (COUNTY DETAIL)	
ATTACHMENT C-1	HHS CONTRACT AFFIRMATIONS, VERSION 2.3, EFFECTIVE AUGUST 2023	
ATTACHMENT D-1	HHS Uniform Terms and Conditions – Grant, Version 3.3, Effective November 2023	
ATTACHMENT F-1	ATTACHMENT F-1 FY25 DELIVERABLES REPORTING CALENDAR	

ATTACHMENT A-2 SECOND REVISED STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES & REQUIREMENTS

A. EMS/CO FUNDING REQUIREMENTS

DSHS shall distribute the county shares of the Emergency Medical Services ("EMS") allocation to eligible EMS providers providing EMS emergency response within counties that are aligned within the relevant Regional Advisory Council ("RAC").

Grantee will:

- 1. Distribute funds directly to eligible EMS providers. DSHS will provide allocations by county, however actual eligibility will be based upon active involvement in regional system development. If an EMS provider is no longer considered eligible or is no longer operational, these funds may be redirected to provide additional allocations to eligible EMS providers within the same county to which funds were allocated. If there are no additional eligible EMS providers within the same county, the funds will be returned to DSHS. Grantee should contact the DSHS Contract Management Section ("CMS") for instructions if funds will be returned to DSHS. Funds distributed to EMS providers as an advance may not be reduced by the Grantee for the cost of dues, fees, or services provided by the Grantee and that are billed to the EMS providers.
- 2. Evaluate its distribution plan based on the following:
 - a. Fair distribution process to all eligible EMS providers, taking into account all eligible providers participating in contiguous Trauma Service Areas ("TSAs");
 - b. Needs of the EMS providers; and
 - c. Evidence of EMS providers consensus and their written approval for any separate distribution plan funding proposed by the Grantee for shared county projects or costs that impact the eligible county entities listed on ATTACHMENT B-1, FY25 EMS TRAUMA CARE SYSTEM ACCOUNT (COUNTY DETAIL).
- 3. Ensure the county portion of the EMS allocation is distributed directly to eligible recipients without any reduction in the total amount allocated by DSHS and that these funds are used to supplement the current county EMS funding of eligible recipients. Grantee will prioritize EMS provider reimbursements to ensure the continuation of EMS services by the EMS provider, including reimbursement for:
 - a. EMS operational expenses used to maintain the EMS services provided by the EMS provider.
 - b. EMS supplies;
 - c. EMS education and training:
 - i. Cost of meals during overnight travel may be reimbursed <u>only</u> if EMS personnel are attending meetings or conferences that relate to the EMS/COUNTY Grant Program and technical information is being disseminated; and

- ii. EMS providers must have travel policies that specify maximum reimbursement limits for meals, lodging, and the mileage rate. Otherwise, the State of Texas travel policies and reimbursement rates, will apply;
- d. EMS equipment;
- e. EMS ambulances (other vehicles may be considered upon request and prior approval by DSHS); and
- f. EMS communication systems.
- 4. Ensure Contract funds are not used for the following:
 - a. Buildings or real property, unless Grantee obtains prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval;
 - b. Purchase and improvement of land;
 - c. Food (other than as specified under SECTION I(A)(3)(C)(I) of this ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK);
 - d. Investments (such as stocks, bonds, or mutual funds); and
 - e. Expenses associated with a person or entity that has been hired to affect the outcome of legislation.
- 5. If necessary, utilize EMS/RAC or RAC SYSTEMS DEVELOPMENT funds to administer the EMS/COUNTY deliverables.
- 6. Submit an EMS Provider Expenditure Report that records funds distributed to EMS providers as an advance or reimbursement. The EMS Provider Expenditure Report records how the EMS providers spent their allocated funds. Grantee should ensure the report is complete, reconciled, and verified to be accurate. The EMS Provider Expenditure Report will be submitted using the template located under the "Regional Advisory Councils (RAC)" heading at the following URL: https://www.dshs.texas.gov/dshs-ems-trauma-systems/applications-forms#RAC. Grantee will submit the EMS Provider Expenditure Report annually. Supporting documentation may be required as requested by DSHS.
- 7. Submit an EMS Provider Distribution Report that outlines the final list of eligible EMS providers that were awarded funds using the template located under the "Regional Advisory Councils (RAC)" heading at the following URL: https://www.dshs.texas.gov/dshs-ems-trauma-systems/applications-forms#RAC. The EMS Provider Distribution Report will be submitted annually and will serve to delineate how the Grantee distributed funds to eligible EMS providers in the Grantee's TSA counties. This report should include any prior year EMS/COUNTY carryforward funds. All disbursements should be outlined on the EMS Provider Distribution Report may result in disallowed costs.
- 8. Submit an EMS County Eligibility List, which will contain a list of the eligible EMS providers that met the RAC's eligibility requirements, participated in performance improvement activities as requested, and utilized the RAC's regional protocols regarding patient destination and transport. DSHS must approve the EMS County Eligibility List prior to its distribution.

- 9. Comply with the reporting requirements and due dates identified under ATTACHMENT F-1, FY25 DELIVERABLES REPORTING CALENDAR. The Deliverables Reporting Calendar (see ATTACHMENT F-1, FY25 DELIVERABLES REPORTING CALENDAR) includes due dates and where to submit all identified deliverables. Any changes to ATTACHMENT F-1, FY25 DELIVERABLES REPORTING CALENDAR, will be documented through a formal Contract amendment and will be provided to Grantee by the assigned DSHS Contract Representative.
- 10. In accordance with Texas Health and Safety Code Sections 773.122(c) and 780.004(d), funds that are not able to be disbursed by a RAC to eligible recipients for approved functions by the end of the State Fiscal Year in which the funds were disbursed may be retained by the RAC for use in the following State Fiscal Year for approved functions. Funds that are not disbursed by the RAC in the following State Fiscal Year, shall be returned to DSHS.

B. EMS/RAC FUNDING REQUIREMENTS

Grantee will:

- 1. Comply with all applicable laws including Health and Safety Code Sections 241.182-185, 773.122, and 780.003-006. If DSHS determines that Grantee disbursed funds in violation of these statutes, DSHS may withhold funds from Grantee for a period of at least one (1) year, but not more than three (3) years.
- 2. Use funds as provided for in this Contract for the operations of the TSA and for the enhancement and delivery of patient care in the Grantee's TSA.
- 3. Ensure that funds are used for the following allowable costs:
 - a. Operational expenses;
 - b. Education and training;
 - c. Equipment;
 - d. Communication systems; and
 - e. Food and staff travel costs that are allowed in the Grantee's travel policy and approved by DSHS. A travel expense must be incurred before it is eligible for reimbursement.

For lodging and transportation expenses, proof of payment must be documented to validate that the expenses were actually incurred.

Grantee may be reimbursed for meal and/or lodging expenses that are incurred on a day that the meeting or conference occurs. The reimbursement is limited to the rates set forth in the General Appropriations Act. The reimbursement limit applies without a carry-over from one day to another.

- 4. Ensure that funds are **not** used for the following:
 - a. Vehicles;
 - b. Improvements to buildings or real property without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval;
 - c. Purchase and improvement of land;
 - d. Investments (such as stocks, bonds, or mutual funds);

- e. Expenses associated with a person or entity that has been hired to affect the outcome of legislation; and
- f. Salaries of Grantee's executive board members or executive officers, as applicable.
- Submit a Quarterly Support Form for both RAC Systems Development and EMS/RAC. The Quarterly Support Form template is located under the "Regional Advisory Councils (RAC)" heading the following https://www.dshs.texas.gov/dshs-ems-trauma-systems/applications-forms#RAC. The Quarterly Support Form will capture monthly expenditures incurred as well as programmatic and administrative costs. Income earned from funds directly associated with the EMS/CO-RAC Program (i.e., fees or co-pays for services performed, income from the sale of items or services, registration fees collected, etc.) should also be reported. Rebates, refunds, discounts, and adjustments or credits should be treated as applicable credits and should be tracked and applied within Grantee's financial system or general ledger and not as program income. This is the same form that is identified under the RAC Systems Development Funding Requirements at SECTION (I)(C)(8) of this ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK. Grantee will submit a single Quarterly Support Form for each state fiscal quarter.
- 6. Submit the EMS/RAC & EMS/RAC Systems Development Narrative Report biannually. A template for the EMS/RAC & EMS/RAC Systems Development Narrative Report is located under the "Regional Advisory Councils (RAC)" heading at the following URL: https://www.dshs.texas.gov/dshs-ems-trauma-systems/applications-forms#RAC. The EMS/RAC & EMS/RAC Systems Development Narrative Report must describe how Grantee's funds were utilized to enhance and improve delivery of EMS and Trauma Patient Care, as outlined within this ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK. This is the same report that is identified under the RAC Systems Development Funding Requirements at SECTION (I)(C)(9) of this ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK. Grantee will submit a single EMS/RAC & EMS/RAC Systems Development Narrative Report on a biannual basis.
- 7. Schedule general membership meetings for RAC members and stakeholders. At the general membership meetings, Grantee will provide RAC members and stakeholders a financial report, which must include, but shall not be limited to, the following information: Contract funds expended, planned Contract expenditures, and the remaining balance of funds available under the Contract. The general membership meeting(s) must be held once each state fiscal quarter during the Contract term. Note, these are the general membership meetings also identified at SECTION (I)(C)(10) of this ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK.
- 8. Maintain as part of its accounting records and prepare to submit to DSHS <u>upon</u> <u>request</u>, and within fourteen (14) calendar days, source documents to support expenditures identified in the Quarterly Support Forms.
- 9. Comply with the reporting requirements on the Deliverables Reporting Calendar located at ATTACHMENT F-1, FY25 DELIVERABLES REPORTING CALENDAR. The Deliverables Reporting Calendar includes due dates and reporting submission requirements for all deliverables. Any changes to the Deliverables Reporting

- Calendar will be documented through a formal contract amendment and will be provided to Grantee by the assigned DSHS Contract Representative.
- 10. In accordance with Texas Health and Safety Code Sections 773.122(c) and 780.004(d), have the opportunity to retain funds that are not able to be disbursed by Grantee to eligible recipients for approved functions by the end of the State Fiscal Year in which the funds were disbursed, and use such funds in the following State Fiscal Year for approved functions. Funds that are not disbursed by Grantee in the following State Fiscal Year shall be returned to DSHS.
- 11. Use funds awarded by the 88th Texas Legislature under House Bill 1 to keep pace with increasing Grantee responsibilities, including compliance with statutory requirements. Some examples as to how Grantee may use the funds awarded under House Bill 1 may include RAC approved projects, incorporating maternal and neonatal care (perinatal) committees and activities into RAC planning, developing, and implementing regional perinatal and stroke transfer and system plans, and handling coordination with increased number of trauma facilities due to Texas' increasing population.

C. RAC SYSTEMS DEVELOPMENT FUNDING REQUIREMENTS

Grantee will:

- 1. Perform activities to develop, implement, and monitor a regional EMS and trauma system plan by facilitating trauma and emergency health care system networking within the Grantee's own TSA or among a group of TSAs throughout Texas.
- 2. Comply with all applicable laws and regulations established at federal and state levels, as these regulations now appear or may be amended during the period of this Contract. Standards and guidelines referenced are those in effect upon the effective date of this Contract and include:
 - a. Texas Health and Safety Code Sections 780.003-.006;
 - b. Texas Health and Safety Code Chapter 773;
 - c. 25 Texas Administrative Code Sections 157.123, 157.130, and 157.131;
 - d. Texas Health and Safety Code Sections 241.182-.185;
 - e. 25 Texas Administrative Code Chapter 133, Subchapter J; and
 - f. 25 Texas Administrative Code Chapter 133, Subchapter K.
- 3. Ensure that the RAC Chair, or a RAC Executive Board member, and the person completing the Supporting Documentation Reports submitted to DSHS, attend any scheduled meetings with the DSHS Program and CMS staff regarding the review of regional systems development activities and contractual requirements. DSHS may require Grantee to participate in and attend a virtual meeting.
- 4. Support the Perinatal Care Region ("PCR") within the Grantee's TSA for descriptive and regional planning purposes and ensure patient referral is not restricted by:
 - a. Supporting the PCR; and
 - b. Having the PCR consider and facilitate transfer agreements through regional coordination.
- 5. Adhere to the following eligible programmatic costs:

- a. Supplies/equipment and costs of personnel for EMS and injury prevention and education programs;
- b. Costs of personnel, supplies, and equipment to conduct trauma-related courses (Trauma Nursing Core Course, Advanced Trauma Life Support, Basic Trauma Life Support, etc.);
- c. Updating and sharing the regional Trauma and Emergency Healthcare System Plan with the RAC general membership;
- d. Educating the public or trauma care providers about the regional Trauma and Emergency Healthcare System Plan;
- e. Expenditures or grants to entities related to the delivery of trauma patient care and/or expediting the implementation of the Texas EMS/Trauma System;
- f. System performance improvement meetings, newsletters, regional registry, and regional communication systems; and
- g. Associated travel and registration fees for RAC staff to attend meetings/conferences related to EMS/Trauma Systems.

6. Comply with the following funding restrictions:

- a. Costs related to improvements to buildings or real property are not allowable without prior written approval from DSHS. Any costs related to the initial acquisition of the buildings or real property are not allowable without prior written approval; and
- b. Expenses associated with membership in business, technical, and professional organizations involved in lobbying are not allowable expenses under this Contract. However, if an organization is not involved in lobbying and the Grantee can demonstrate how membership in a professional/technical organization benefits the DSHS program(s), cost of membership may be allowed with prior approval from DSHS.

7. Comply with the following non-allowable costs:

- a. Food, except for the cost of meals for RAC staff and RAC board members attending meetings or conferences that pertain to carrying out activities under the Contract where there is dissemination of technical information, is allowable. In addition, same-day meal expenses may be reimbursable if the RAC staff person or RAC board member is outside of his or her designated headquarters for at least six (6) consecutive hours;
- b. Purchase and improvement of land;
- c. Investments (stocks, bonds, mutual funds, etc.); and
- d. No more than thirty-five percent (35%) of the RAC Systems Development funds to be utilized for administrative costs, which are defined as costs related to the business of the RAC. These costs include, but may not be limited to:
 - i. Personnel, rent, utilities, office expenses (postage, copying, phone), leased office equipment and supplies, and mailboxes;
 - ii. Travel to and from required statewide meetings, including lodging for the Executive Director (or equivalent) and RAC executive board members;
 - iii. Training related to the business functions of the RAC (financial and grant writing, etc.);
 - iv. Professional services (accountant, attorney, auditor);
 - v. Internet access, furniture, and travel for above-mentioned costs; and

- vi. Costs associated with the administration of the EMS/CO program are allowable expenses under this Contract.
- Submit a Quarterly Support Form for both RAC Systems Development and EMS/RAC. The Quarterly Support Form template is located under the "Regional (RAC)" Councils heading at the following URL: https://www.dshs.texas.gov/dshs-ems-trauma-systems/applications-forms#RAC. The Quarterly Support Form will capture monthly expenditures as well as programmatic and administrative costs. Income earned from funds directly associated with the EMS/CO-RAC Program (i.e., fees or co-pays for services performed, income from the sale of items or services, registration fees collected, etc.) should also be reported. Rebates, refunds, discounts, and adjustments/credits should be treated as applicable credits and should be tracked and applied within Grantee's financial system or general ledger and not as program income. This is the same form that is identified under the EMS/RAC Funding Requirements at SECTION (I)(B)(5) of this ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK. Grantee will submit a single Quarterly Support Form for each state fiscal quarter.
- 9. Submit the EMS/RAC & EMS/RAC Systems Development Narrative Report biannually. A template for the EMS/RAC & EMS/RAC Systems Development Narrative Report is located under the "Regional Advisory Councils (RAC)" heading at the following URL: https://www.dshs.texas.gov/dshs-ems-trauma-systems/applications-forms#RAC. The EMS/RAC & EMS/RAC Systems Development Narrative Report must describe how Grantee's funds were utilized to enhance and improve delivery of EMS and Trauma Patient Care, as outlined within this ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK. This is the same report that is identified under the EMS/RAC Funding Requirements at SECTION (I)(B)(6) of this ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK. Grantee will submit a single EMS/RAC & EMS/RAC Systems Development Narrative Report on a biannual basis.
- 10. Schedule general membership meetings for RAC members and stakeholders. At the general membership meetings, Grantee will provide RAC members and stakeholders a financial report, which must include, but shall not be limited to, the following information: Contract funds expended, planned Contract expenditures, and the remaining balance of funds available under the Contract. The general membership meeting(s) must be held once each state fiscal quarter during the Contract term. Note, these are the general membership meetings also identified at SECTION (I)(B)(7) of this ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK.
- 11. Submit the RAC Annual Report to DSHS, Office of EMS/Trauma Systems, by October 15, 2025. The RAC Annual Report will cover FY25 (September 1, 2024, through August 31, 2025). Submission requirements are detailed within the RAC Annual Report template. The form is located under the "Regional Advisory Councils (RAC)" heading at the following URL: https://www.dshs.texas.gov/dshs-ems-trauma-systems/applications-forms#RAC.
- 12. Grantee shall maintain as part of its accounting records and prepare to submit to DSHS, <u>upon request</u>, and within fourteen (14) calendar days, source documents to support expenditures identified in the Quarterly Support Forms.

13. Comply with the reporting requirements on the Deliverables Reporting Calendar (see ATTACHMENT F-1, FY25 DELIVERABLES REPORTING CALENDAR). The Deliverables Reporting Calendar includes due dates for all deliverables and the DSHS email address(es) where to submit each deliverable. Any changes to the Deliverables Reporting Calendar will be documented through a formal Contract amendment and will be provided to Grantee by the assigned DSHS Contract Representative.

II. GENERAL RESPONSIBILITIES

Grantee will:

- A. Provide DSHS with current 24/7 contact information for the RAC Chair, Vice-Chair, Executive Director or comparable staff member, and executive board members within five (5) business days of any change to the roster.
- **B.** Serve as a point of contact for disseminating communications from DSHS to all of Grantee's RAC members.
- C. Ensure Grantee's RAC Chair, executive board member, or Executive Director attend all EMS/Trauma Systems Coordination RAC Chair meetings. The RAC Chair or an executive board member is required to attend mandatory meetings scheduled by DSHS. If the Grantee is unable to provide appropriate representation at the required meetings, a waiver request with justification for not meeting this contractual requirement must be submitted in writing to DSHS at least two (2) calendar days prior to the meeting for approval. Grantee's waiver requests will be reviewed by DSHS on a case-by-case basis. Approval or denial of the waiver request will be provided to Grantee by DSHS. If denied, Grantee must ensure appropriate RAC representation attends the mandatory meeting. Failure to comply with this requirement could result in additional Contract remedies. DSHS will work with Grantee to ensure compliance with this requirement.
- **D.** Submit a list of all board members and executive officers, including each individual's term in office, if applicable.
- E. Submit a Board Responsibilities Attestation Form signed by all new board members that have not previously signed and submitted a form. The form is located under the Regional Advisory Councils (RAC) heading at the following URL: https://www.dshs.texas.gov/dshs-ems-trauma-systems/applications-forms#RAC. The form acknowledges the board member's personal accountability for Contract funds and affirms that they viewed the DSHS online training prior to signing. Members added after the signed Board Responsibilities Attestation Form is submitted must complete the online training and submit a completed attestation form within sixty (60) calendar days of assuming office.
- F. Complete and submit the RAC Self-Assessment with Scoring Tool, annually. The form is located under the Regional Advisory Councils (RAC) heading at the following URL: https://www.dshs.texas.gov/dshs-ems-trauma-systems/applications-forms#RAC.
- G. Respond to all surveys requested by DSHS in the specified time frame and, if applicable, on the template provided.
- H. Initiate the purchase of all EMS/RAC and RAC Systems Development equipment and supplies defined as "Controlled Assets," pre-approved in writing by DSHS, on or before

- July 1, 2025. Failure to timely initiate the purchase of equipment and Controlled Assets may result in disallowed costs.
- I. Maintain and submit annually the cumulative DSHS Contractor's Property Inventory Report (GC-11), which contains an inventory of equipment, supplies defined as "Controlled Assets," and real property. The report should be submitted no later than October 15 each State Fiscal Year to the following email addresses: FSOequip@dshs.texas.gov; and CMUReg.svcs@dshs.texas.gov. This DSHS Contractor's Property Inventory Report (GC-11) must be submitted annually regardless if equipment and/or assets were purchased. "Controlled Assets" are defined as follows:
 - 1. Firearms, regardless of the acquisition cost, and assets with an acquisition cost of \$500 or more, but less than \$5,000; and
 - 2. Desktop and laptop computers (including notebooks, tablets, and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.
- J. Ensure that at the expiration or termination of this Contact for any reason, ownership of any remaining equipment and supplies purchased with funds under this Contract reverts to DSHS. Title may be transferred to any other party designated by DSHS. DSHS may, at its option and to the extent allowed by law, transfer the reversionary interest in such property to Grantee.
- K. Assist in the collection and reporting of data to DSHS to prepare for and respond to a public health disaster, or other outbreak of communicable disease, in the manner prescribed by DSHS, consistent with Texas Health and Safety Code Sections 81.027, 81.0443, 81.0444 and 81.0445.

III. PERFORMANCE MEASURES

- A. DSHS will monitor Grantee's performance of the requirements in this ATTACHMENT A2, SECOND REVISED STATEMENT OF WORK, and its compliance with the Contract's terms and conditions.
- **B.** Grantee shall submit additional reports, as requested by DSHS.
- C. DSHS will inform the Grantee, in writing, of any changes to applicable federal and state laws, rules, regulations, standards, or guidelines. If Grantee is unable to continue its performance due to a change under this section, then Grantee shall inform DSHS, in writing, within thirty (30) calendar days of receipt. DSHS may terminate the Contract immediately or within a reasonable period after receiving such notice from Grantee.

IV. FUNDING INFORMATION

A. Grantee must establish and maintain a separate cost center or general ledger to capture costs incurred for carrying out the FY25 activities for each allocation within this Contract as provided below. Copies of monthly statements from the cost center or general ledger must be available to submit to DSHS upon request and as needed to review invoices submitted to DSHS for payment.

- **B.** For FY25, Grantee will receive a single lump sum payment in the amount of \$320,270.00. Grantee's lump sum payment will be allocated in the following manner:
 - 1. EMS/CO
 - a. \$92,417.00.
 - 2. EMS/RAC
 - a. \$31,832.00
 - b. \$150,000.00 Exceptional item ("EI") payment in accordance with the legislative appropriations awarded under House Bill 1 for FY 2025-26.
 - 3. RAC SYSTEMS DEVELOPMENT
 - a. \$46,021.00.
- C. Grantee's lump sum payment will occur approximately thirty (30) calendar days after September 1, 2024, and in accordance with Chapter 2251 of the Texas Government Code, also known as the Texas Prompt Payment Act.

V. INVOICE AND PAYMENT

- A. Grantee will request payment using the State of Texas Purchase Voucher (Form B-13) which may be found at the following URL: https://www.dshs.texas.gov/contractor-forms. Grantee shall submit a completed Form B-13, to the Claims Processing Unit via email to the following email addresses: invoices@dshs.texas.gov; CMSInvoices@dshs.texas.gov; and CMUReg.svcs@dshs.texas.gov.
- **B.** Grantee shall return any RAC Systems Development funds not expended to DSHS no later than thirty (30) calendar days after the end of each State Fiscal Year. Contact the DSHS Contract Representative for instructions.
- C. Grantee shall not receive a total not-to-exceed amount greater than what is identified in **SECTION V, BUDGET**, of this Contract without the execution of a written amendment executed by both Parties.

ATTACHMENT B-1 FY25 EMS TRAUMA CARE SYSTEM ACCOUNT (COUNTY DETAIL)

THE SEVEN FLAGS RAC ON TRAUMA, TSA-T

Jim Hogg	\$16,808.00
Webb	\$60,434.00
Zapata	\$15,175.00

TOTAL DOLLAR AMOUNT:

\$92,417.00

HEALTH AND HUMAN SERVICES Contract Number HHS001336600020

Attachment C-1 CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. Public Information Act

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

SAO Toll Free Hotline: 1-800-TX-AUDIT
SAO website: http://sao.fraud.state.tx.us/

All reports made to the OIG must be made through one of the following avenues:

OIG Toll Free Hotline 1-800-436-6184

• OIG Website: ReportTexasFraud.com

• Internal Affairs Email: Internal Affairs Referral@hhsc.state.tx.us

• OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.

• OIG Mailing Address: Office of Inspector General

Attn: Fraud Hotline

MC 1300 P.O. Box 85200

Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

- 1. all persons employed by Contractor to perform duties within Texas; and
- 2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
 - 1. Name of individual(s) (Contractor or employee(s));
 - 2. Status
 - 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 - 4. The date the employment was terminated and the reason for the termination; and
 - 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

- 1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
- 2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
- 3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

54. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

56. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

57. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

58. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following:

Seven Flags Regional Advisory Council	
Legal Name of Contractor	
Seven Flags Regional Advisory Council	
Assumed Business Name of Contractor, if applic	able (d/b/a or 'doing business as')
Webb	
Texas County(s) for Assumed Business Name (d. Attach Assumed Name Certificate(s) filed with t Name Certificate(s), if any, for each Texas Counbeen filed.	he Texas Secretary of State and Assumed
Jorge D. Dulgado	July 10, 2024
Signature of Authorized Representative	Date Signed
Jorge D. Delgado	Chair
Printed Name of Authorized Representative First, Middle Name or Initial, and Last Name	Title of Authorized Representative
John R Keiser	John R Keiser
Physical Street Address	City, State, Zip Code
1216 Santa Maria Ave.	Laredo, Texas 78040
Mailing Address, if different	City, State, Zip Code
P.O. Box 450094	Laredo, Texas 78045
Phone Number	Fax Number
956-693-0536	N/A
Email Address	DUNS Number
jrkeiser@stdc.cog.tx.us	965750065
Federal Employer Identification Number	Texas Identification Number (TIN)
74-2915493	17429154937
Texas Franchise Tax Number	Texas Secretary of State Filing Number
DLCQJ4VJPSP4	

SAM.gov Unique Entity Identifier (UEI)



Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.3

Published and Effective – November 2023

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

TABLE OF CONTENTS

ARTIC	LE I. DEFINITIONS AND INTERPRETIVE PROVISIONS	. 6
1.1	DEFINITIONS	. 6
1.2	Interpretive Provisions.	. 7
ARTIC	LE II. PAYMENT PROVISIONS	. 8
2.1	PROMPT PAYMENT	. 8
2.2	TAXES	. 8
2.3	ANCILLARY AND TRAVEL EXPENSES	. 8
2.4	BILLING	. 9
2.5	USE OF FUNDS	. 9
2.6	USE FOR MATCH PROHIBITED.	. 9
2.7	PROGRAM INCOME	. 9
2.8	Nonsupplanting	. 9
2.9	INDIRECT COST RATES	. 9
ARTIC	LE III. STATE AND FEDERAL FUNDING	10
3.1	EXCESS OBLIGATIONS PROHIBITED	10
3.2	No Debt Against the State	10
3.3	DEBTS AND DELINQUENCIES	10
3.4	REFUNDS AND OVERPAYMENTS	10
ARTIC	LE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS	10
4.1	ALLOWABLE COSTS	10
4.2	AUDITS AND FINANCIAL STATEMENTS.	11
4.3	SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS	11
ARTIC	LE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS	12
5.1	WARRANTY	12
5.2	GENERAL AFFIRMATIONS.	12
5.3	FEDERAL ASSURANCES	12
5.4	FEDERAL CERTIFICATIONS	12
5.5	STATE ASSURANCES	12
ARTIC	LE VI. INTELLECTUAL PROPERTY	13
6.1	OWNERSHIP OF WORK PRODUCT	13
6.2	GRANTEE'S PRE-EXISTING WORKS	13
6.3	THIRD PARTY IP	14

6.4	AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS	. 14
6.5	DELIVERY UPON TERMINATION OR EXPIRATION	. 14
6.6	SURVIVAL	. 14
6.7	SYSTEM AGENCY DATA	. 14
ARTICI	E VII. PROPERTY	. 15
7.1	USE OF STATE PROPERTY	. 15
7.2	DAMAGE TO STATE PROPERTY	. 15
7.3	PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT	. 15
7.4	EQUIPMENT AND PROPERTY	. 16
ARTICI	E VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY	. 16
8.1	RECORD MAINTENANCE AND RETENTION	. 16
8.2	AGENCY'S RIGHT TO AUDIT	. 17
8.3	RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS	. 17
8.4	STATE AUDITOR'S RIGHT TO AUDIT	. 18
8.5	CONFIDENTIALITY	. 18
ARTICI	E IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES	. 18
9.1	REMEDIES	. 18
9.2	TERMINATION FOR CONVENIENCE	. 19
9.3	TERMINATION FOR CAUSE	. 19
9.4	GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS	. 19
9.5	INHERENTLY RELIGIOUS ACTIVITIES	. 20
9.6	POLITICAL ACTIVITIES	. 20
ARTICI	LE X. INDEMNITY	. 20
10.1	GENERAL INDEMNITY	. 20
10.2	INTELLECTUAL PROPERTY	. 21
10.3	ADDITIONAL INDEMNITY PROVISIONS	. 21
ARTICI	LE XI. GENERAL PROVISIONS	. 21
11.1	AMENDMENTS	. 21
11.2	No Quantity Guarantees	. 21
11.3	CHILD ABUSE REPORTING REQUIREMENTS	. 22
11.4	CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE	
	POLICY MINIMUM STANDARDS	
11.5	INCIDANCE AND RONDS	22

11.6	LIMITATION ON AUTHORITY	23
11.7	CHANGE IN LAWS AND COMPLIANCE WITH LAWS	23
11.8	SUBCONTRACTORS	23
11.9	PERMITTING AND LICENSURE	23
11.10	INDEPENDENT CONTRACTOR	24
11.11	GOVERNING LAW AND VENUE	24
11.12	SEVERABILITY	24
11.13	SURVIVABILITY	24
11.14	FORCE MAJEURE	24
11.15	NO IMPLIED WAIVER OF PROVISIONS	25
11.16	FUNDING DISCLAIMERS AND LABELING	25
11.17	MEDIA RELEASES	. 25
11.18	PROHIBITION ON NON-COMPETE RESTRICTIONS	. 25
11.19	SOVEREIGN IMMUNITY	. 25
11.20	ENTIRE CONTRACT AND MODIFICATION	. 26
11.21	COUNTERPARTS	. 26
11.22	PROPER AUTHORITY	. 26
11.23	E-VERIFY PROGRAM	. 26
11.24	CIVIL RIGHTS.	. 26
11.25	ENTERPRISE INFORMATION MANAGEMENT STANDARDS	. 27
11.26	DISCLOSURE OF LITIGATION	. 27
11.27	No Third Party Beneficiaries	. 28
11.28	BINDING EFFECT	. 28

ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 **DEFINITIONS**

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

- "Amendment" means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.
- "Contract" or "Grant Agreement" means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.
- "<u>Deliverables</u>" means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.
- "DSHS" means the Department of State Health Services.
- "Effective Date" means the date on which the Grant Agreement takes effect.
- "Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.
- "GAAP" means Generally Accepted Accounting Principles.
- "GASB" means the Governmental Accounting Standards Board.
- "Grantee" means the Party receiving funds under this Grant Agreement. May also be referred to as "subrecipient" or "contractor" in this document.
- "HHSC" means the Texas Health and Human Services Commission.
- "Health and Human Services" or "HHS" includes HHSC and DSHS.
- "Intellectual Property Rights" means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:
 - i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
 - ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
 - iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
 - iv. domain name registrations; and
 - v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.
- "Parties" means the System Agency and Grantee, collectively.
- "Party" means either the System Agency or Grantee, individually.
- "Project" means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

- "Signature Document" means the document executed by all Parties for this Grant Agreement.
- "Solicitation," "Funding Announcement" or "Request for Applications (RFA)" means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.
- "Solicitation Response" or "Application" means Grantee's full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.
- "State Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.
- "State of Texas Textravel" means the Texas Comptroller of Public Accounts' website relative to travel reimbursements under this Contract, if any.
- "Statement of Work" means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement, and as may be amended.
- "System Agency" means HHSC or DSHS, as applicable.
- "Work Product" means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee's performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.
- "Texas Grant Management Standards" or "TxGMS" means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 Interpretive Provisions

- A. The meanings of defined terms include the singular and plural forms.
- B. The words "hereof," "herein," "hereunder," and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term "including" is not limiting and means "including without limitation" and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts (including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency's designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission, or other error in the Grant Agreement prior to Grantee's execution of the Grant Agreement, Grantee:
 - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
 - ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: https://fmx.cpa.texas.gov/fmx/travel/textravel/

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 Use for Match Prohibited

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 Nonsupplanting

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit within thirty (30) calendar days of written notice to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.
- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the

- criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.
- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

- Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement
- ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.
- iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
- v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
- vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.
- B. Financial Statements.

Each Grantee that does not meet the expenditure threshold for a single audit or programspecific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits.

Due the earlier of 30 days after receipt of the independent certified public accountant's

report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:

- i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau or,
- ii. Email to: single audit report@hhsc.state.tx.us.

B. Financial Statements.

Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:

- i. HHS portal at https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau; or,
- ii. Email to: single audit report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
- iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 Grantee's Pre-Existing Works

- A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("Incorporated Pre-existing Works"), Grantee retains ownership of such Incorporated Pre-existing Works.
- B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Preexisting Works to System Agency.

6.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to

- System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or email while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.
- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

- A The Grantee must ensure equipment with a per-unit cost of \$5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
- B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
- C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.
- D. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.
- E System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes. Grantee shall ensure these same requirements are included in all subcontracts.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation, or disputes involving the Grant Agreement are resolved, whichever is later. Grantee shall ensure these same requirements are included in all subcontracts.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Grantee shall ensure these same requirements are included in all subcontracts.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. Grantee shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Grant Agreement. Grantee shall ensure these same requirements are included in all subcontracts. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Grant Agreement, including those related to a Subcontractor.
- E. Grantee shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

C. Grantee shall include the requirement to provide to System Agency (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Grant Agreement in any Subcontract it awards. Upon request by System Agency, Grantee shall enforce this requirement against its Subcontractor. Further, Grantee shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This Article VIII will survive termination or expiration of this Grant Agreement. Further, the obligations of Grantee under this Article VIII will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to the following:
 - i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is

obtained:

- ix. withholding release of new grant agreements; and
- x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 Grantee Responsibility for System Agency's Termination Costs

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grantfunded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.
- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.
- C. FOR THE AVOIDANCE OF DOUBT, SYSTEM AGENCY SHALL NOT INDEMNIFY GRANTEE OR ANY OTHER ENTITY UNDER THE GRANT

AGREEMENT.

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR
- ii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.
- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant

Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- B. Grantee shall use the Texas Abuse Hotline Website located at https://www.txabusehotline.org/Login/Default.aspx as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
 - i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;
 - ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
 - iii. Applying to all employees and visitors in this designated area; and
 - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its

Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

- A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements, and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 No IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

- A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.
- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

- A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute

a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 Entire Contract and Modification

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
- B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require

contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office

701 W. 51st Street, Mail CodeW206

Austin, Texas 78751

Phone Toll Free: (888) 388-6332

Phone: (512) 438-4313 Fax: (512) 438-5885

Email: HHSCivilRightsOffice@hhsc.state.tx.us

11.25 Enterprise Information Management Standards

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Office of Data, Analytics, and Performance. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 DISCLOSURE OF LITIGATION

A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the

Grantee's financial condition.

B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

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ATTACHMENT F-1 FY25 DELIVERABLES REPORTING CALENDAR

Grantee shall submit the reports for Fiscal Year 2025 as identified in the table below, and as outlined in ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK, by the due dates and submission methods specified therein. DSHS may add contractual requirements and revise reporting due dates throughout the term of this Grant Agreement as necessary.

REPORT	FREQUENCY	PROJECT FY 2025 DUE DATE(S)	DSHS Email or System to Submit Report
B-13 for EMS/CO, EMS/RAC, and RAC Systems Development Lump Sum Payment(s) - Annually (See SECTION V, INVOICE AND PAYMENT, of ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK)	Once per State Fiscal Year	September 2, 2024	invoices@dshs.texas.gov; CMSinvoices@dshs.texas.gov; and CMUReg.svcs@dshs.texas.gov
EMS County Eligibility List – Annually (See Section I(A)(8) of ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK)	Once per State Fiscal Year	September 30, 2024	CMUReg.svcs@dshs.texas.gov
Quarterly Support Form – Quarterly (See SECTION I(B)(5) and SECTION I(C)(8) of ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK)	The last business day of the month following the end of the first, second, and third state fiscal quarters AND forty-five (45) calendar days following the end of the fourth state fiscal quarter.	December 31, 2024 March 31, 2025 June 30, 2025 October 15, 2025	CMUReg.svcs@dshs.texas.gov
Board Responsibilities Attestation Form (New Board Members only) - Annually (See SECTION II(E) of ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK)	Once per State Fiscal Year	February 28, 2025	CMUReg.svcs@dshs.texas.gov
EMS/RAC & EMS/RAC Systems Development Narrative Report - Biannually (See Section I(B)(6) and Section I(C)(9) of ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK)	The last business day of the month following the end of the second state fiscal quarter AND forty-five (45) calendar days following the end of the fourth state fiscal quarter.	March 31, 2025 October 15, 2025	CMUReg.svcs@dshs.texas.gov

RAC Self-Assessment with Scoring Tool – Annually (See SECTION II(F) of ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK)	Once per State Fiscal Year	August 29, 2025	CMUReg.svcs@dshs.texas.gov
EMS Provider Expenditure Report - Annually (See SECTION I(A)(6) of ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK)	Once per State Fiscal Year	October 15, 2025	CMUReg.svcs@dshs.texas.gov
EMS Provider Distribution Report - Annually (See Section I(A)(7) of ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK)	Once per State Fiscal Year	October 15, 2025	CMUReg.svcs@dshs.texas.gov
DSHS Contractor's Property Inventory Report (GC-11) - Annually (See SECTION II(I) of ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK)	Once per State Fiscal Year	October 15, 2025	FSOequip@dshs.texas.gov; and CMUReg.svcs@dshs.texas.gov
RAC Annual Report (RAC Systems Development) - Annually (See Section I(C)(11) of ATTACHMENT A-2, SECOND REVISED STATEMENT OF WORK)	Once per State Fiscal Year	October 15, 2025	CMUReg.svcs@dshs.texas.gov

All programmatic report templates are located at: https://www.dshs.texas.gov/dshs-ems-trauma-systems/applications-forms#RAC.

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jrkeiser@stdc.cog.tx.us

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Jorge D. Delgado

admin@priorityemstx.com

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Jorge D. Delgado

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Electronic Record and Signature Disclosure: Not Offered via DocuSign

Jonah Wilczynski

jonah.wilczynski@dshs.texas.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

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PATTY MELCHIOR

Patty.Melchior@dshs.texas.gov Patricia Melchior, Director, DSHS CMS

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

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Dr. Timothy Stevenson

Timothy.Stevenson@dshs.texas.gov

Associate Commissioner

Security Level: Email, Account Authentication (None)

Using IP Address: 167.137.1.15

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Dr. Timothy Stevenson F45A36318942408

Signature Adoption: Pre-selected Style Using IP Address: 162.202.203.12

Sent: 7/10/2024 4:00:00 PM Viewed: 7/10/2024 8:47:40 PM

Signed: 7/10/2024 8:48:07 PM

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Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Angela Lopez angela.lopez@dshs.texas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/10/2024 8:48:10 PM Viewed: 7/11/2024 7:55:48 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
CMS Internal Routing Mailbox cms.internalrouting@dshs.texas.gov DSHS Contract Management Section Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/10/2024 8:48:10 PM Resent: 7/10/2024 8:48:13 PM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	7/10/2024 8:48:10 PM
Payment Events	Status	Timestamps



ITEM 24-83 (TAB 10)



Sec. SPRAC Officer elemination Forms (PY25-26 freasurer...

SEVEN FLAGS REGIONAL ADVISORY COUNCIL

NOMINATION FOR OFFICERS

Two Year Term: September 1, 2024- August 31, 2026

In order to be considered as a nominee a candidate must be a SFRAC Board Director, with the exception of the Chairperson, who may be nominated from outside the Board membership. Alternates do not qualify for the selection of any of the remaining Officer positions.

POSITION TO BE FILLED:

CHAIRMAN

POSITION TO BE FILLED:

TREASURER

NAME:

NAME:

NAME:

NAME:

TREASURER

NAME:



ITEM 24-84 (TAB 11)





ITEM 24-84-a. (TAB 11)



FY24 SFRAC Membership Summary

	eting 24)					1				
	Board Meeting (08/30/2024)			2011						
	No Board Meeting 07/2024									
	No Board Meeting (6/2024)									
	No Board Meeting (5/2024)									
	Board Meeting (4/30/2024)	۵	٥	A	ه	۵	Q.	۵.	۵	۵.
	No Board Meeting (3/2024)									
	Board Meeting (2/29/2024)	Q.	٥	0.	۵	۵	ď	a	٥.	4
	Board Meeting (1/30/2024)	۵	۵	4	Q.	٩	a.	a.	۵	<
	No Board Meeting (12/2023)									
	No Board Meeting (11/2023)									
	Board Meeting (10/23/2023)	a.	d	ď	d	d	4	a.	P	4
	Board Meeting (9/29/2023)	a.	ď	d	d	α,	ē.	a.	a.	a.
	Amount Due/Paid	FY24 Membership Fees: \$750,Paid: \$750.00/Bal.\$0	FY24 Membership Fees: \$750/Paid: \$750 Bal/\$0	FY24 Membership Fees: \$750/Paid: \$750.00 / Bal, \$0	FY24 Membership Fees: \$750/Paid: \$750/Bal.\$0	FY24 Membership Fees: \$1,950/Paid: \$1950/Bal.\$0	FY24 Membership Fees: \$750 / Paid: \$750/ Bal. \$0	FY24 Membership Fees: \$750/Paid: \$750/Bail. \$0	FY24 Membership Fees: \$750 /Paid: \$750/Bal. \$0.00	FY23 Membership Fees: \$750 + FY23 Late Fees: \$100 = \$850 / FY24 Membership Fees: \$750/Paid: \$0/ Bal. \$750/Total
	Check	#1126	2098	#6016	#635308	#062123429	#1286	#2591	#5459	S.
Ì	Date Paid/Date Deposited	10-31-2023/	4-19-2024 / 4- 20-2024	9-11-2023/ 9-	10-26-2023/ 11-6-2023	12-6-2023/	03-04-2024/	10-28-2023/	9-18-2023/ 9 27-2023	2
	Needs D: Assessment P: Submitted D:	Yes	4-	Yes	Yes	Yes	Yes	Yes	Yes 9	ž
	EMS PARIDAVITE P	Yes	Yes	Yes	Yes	N/A	Yes	Yes	Yes	2
	Application A submitted	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	County	Webb	Webb	Webb	Webb	Webb	Webb	Webb	Webb	Webb
	Entity Name	Primary Care Ambulance (Joined: August 28, 2023)	Angel Care Ambulance, LCC (Fully Vested)	Bronze Star Ambulance Service, LLC (Fully Vested)	City of Laredo Fire Department (Fully Vested)	Doctors Hospital of Laredo (Fully Vested)	Lalitas Ambulance Care (Membership Initiated (Fully Vested) Webb	Laredo Lifeline, LLC (Fully Vested)	Texas Superior Ambulance (Fully Vested)	Capital Care EMS (Fully Vested)
	TSA	<u>⊢</u>	+	H ()	-	-	1	⊢	-	-

FY24 SFRAC Membership Summary

				П				rize or necessing our mary	ואובווומט	וחכ לוווכו	IIIIai y					
								FY24 Membership								
-	Laredo Medical Center (Fully Vested) Webb) webb	Yes	N/A	Yes	02-19-2024/ 03-5-2024	#5000016496	Fees: \$1,950/Paid: \$1,950/Bal \$0	۵	۵		٩	۵	۵		
⊢	Priority EMS (Fully Vested)	Webb	Yes	Yes	Yes	9-20-2023/ 11-6-2023	#0584	FY24 Membership Fees: \$750/Paid: \$750/Bal. \$0	۵	a.		a .	ď	0.		
⊢	Medpoint Ambulance, Inc. (Fully Vested)	Webb	Yes	Yes	Yes	01-31-2024/ 2-1-2024	#3971	FY24 Membership Fees: \$750/Paid: \$750/ Bal. \$0	a.	a .		<u> </u>	a	a.		
⊢	Victorious Care Ambulance (Fully Vested)	Webb	Yes	Yes	Yes	9-13-2023/ 9- 27-2023	#5459	FY24 Membership Fees: \$750/Paid: \$0/ Bal. \$750	۵.	a.		۵.	٩	م		
⊢	Webb County Volunteer Fire/EMS (Fully Vested)	Webb	Yes	Yes	Yes	12-15-2023/ 12-16-2023	#49932	FY24 Membership Fees: \$750/Paid: \$750/ Bal. \$0	۵	4		۵.	a.	a .		
⊢	Skyline EMS, (Fully Vested)	Jim Hogg	Yes	Yes	Yes	9/29/2023/ 10/4/2023	#9192	FY24 Membership Fees: \$750/Paid: \$750/ Bal. \$0	۵	o.		a .	۵	۵		
- ⊢	Zapata County Fire/EMS (Fully Vested)	y Zapata	Yes	Yes	Yes	10-18-2023/ 10-19-2023	#3575	FY24 Membership Fees: \$750/Paid: \$750/ Bal. \$0	0.	<u>a</u>		۵	٩	٥		7. 2 -
}	Villa Ambulance Service (Board Approved Membership Fully Vested)	Webb	Yes	Yes	No	9-29-2023/ 10/4/2023	#1427	FY24 Membership Fees: \$750/ Paid: \$750/ Bal. \$0	۵	0.		a.	a	4		
⊢	Digni Care Ambulance (Joined: April 30, 2024)	Webb	Yes	No	No			Membership Fees: \$250/ Paid: 0.00/ Bal. \$205.00	N/A	N/A		N/A	N/A	D.		_



ITEM 24-84-d. (TAB 11)



December 20, 2023

Seven Flags Regional Advisory Council PO Box 450094 Laredo, TX 78045

Please find enclosed a copy of your 2022 Federal Tax-Exempt Organization tax return for your records. Your federal return was electronically transmitted to the IRS on July 12, 2024; therefore, do not mail your federal Form 990 to the IRS.

If you have any questions about your tax return, please contact us. Thank you for letting us be of service to you.

Sincerely,

DLG Tax & Financial Services PO Box 451756 Laredo, TX 78045 (956)220-3785 or (956)220-3785

2022 Exempt Organization Tax Return

Prepared For:

Seven Flags Regional Advisory Council PO Box 450094 Laredo, TX 78045 (956)722-3995

Prepared By:

DLG Tax & Financial Services PO Box 451756 Laredo, TX 78045

Telephone: (956)220-3785 or (956)220-3785

Email: ben@dlgcpafirm.com

Form 990

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2022 Open to Public

Department of the Treasury Internal Revenue Service Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

Inspection

OMB No. 1545-0047

A	For	the 2022 calendar year, or tax year beginning 09/01/2022 and ending 08	/31/2023		
В	Chec	ck if applicable: C Name of organization Seven Flags Regional Advisory	Council	D Emp	loyer identification number
П	Addr	ess change Doing business as Trauma Service Area T		74-2	915493
Π	Nam	e change Number and street (or P.O. box if mail is not delivered to street address)	loom/suite	E Tele	phone number
Ħ	Initia	I return PO Box 450094		(956	5) 722-3995
Ħ	Final r	return/terminated City or town, state or province, country, and ZIP or foreign postal code			
Ħ	Ame	nded return Laredo, TX 78045		G Gros	ss receipts \$ 558,754.
Ħ	Applic	ation pending F Name and address of principal officer: John R. Keiser	H(a)	Is this a grou	p return for subordinates? Yes No
		1216 Santa Maria Laredo, TX 78040	H(b)	Are all sub	ordinates included? Yes No
LI	ax-ex	mempt status: X 501(c)(3) 501(c)() (insert no.) 4947(a)(1) or	527	If "No," atta	ach a list. See instructions
	Vebsi		H(c)	Group exe	mption number
KF	orm o	of organization: Corporation Trust Association X Other Council L Year	of formation:	1	M State of legal domicile: TX
Р	art I	Summary			NT TO THE RESERVE TO
	1	-			
ф		Develop and maintain regional trauma syst	em servin	g thi	ee
Governance		counties in Texas - Webb, Zapata, and Jim			
ern	2			sets.	
30	3	Number of voting members of the governing body (Part VI, line 1a)		į.	0
ತ	4	Number of independent voting members of the governing body (Part VI, line 1b)			0
98	5	Total number of individuals employed in calendar year 2022 (Part V, line 2a)			0
Activities	6	Total number of volunteers (estimate if necessary)			0
Act	7:	a Total unrelated business revenue from Part VIII, column (C), line 12			0.
	1	b Net unrelated business taxable income from Form 990-T, Part I, line 11			0.
			Prior Yea	r	Current Year
	8	Contributions and grants (Part VIII, line 1h)	160	,677.	558,754.
ne	9	Program service revenue (Part VIII, line 2g)			
Revenue	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)			
Re	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		8.	
	12	Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	160	, 685.	558,754.
	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	139	,826.	233,482.
	14	Benefits paid to or for members (Part IX, column (A), line 4)			
10	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)			
se	16	a Professional fundraising fees (Part IX, column (A), line 11e)			
Expenses		b Total fundraising expenses (Part IX, column (D), line 25)			
ШX	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	62	,661.	53,188.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	202	,487	286,670.
	19	Revenue less expenses. Subtract line 18 from line 12	-41	,802.	272,084.
es o			Beginning of Cur	rent Yea	End of Year
sets or alances	20	Total assets (Part X, line 16)			
Net Asse Fund Balt	21	Total liabilities (Part X, line 26)			
S.E.	22	Net assets or fund balances. Subtract line 21 from line 20			
P	art l	Signature Block			
Un	der p	enalties of perjury, I declare that I have examined this return, including accompanying schedules and	i statements, and to th	e best of	my knowledge and belief, it is
tru	e, cor	rect, and complete. Declaration of preparer (other than officer) is based on all information of which p	preparer has any know	ledge.	
				4-	
	gn	Signature of officer	Da	te	
He	ere	John R. Keiser, Director			
_		Type or print name and title	Date	1	. GET I DTIN
Pa	aid	Print/Type preparer's name Preparer's signature	Date		ck X if PTIN employed DO1735709
		arer Benjamin D De la Garza, CPA Benjamin D De la Garza, C			F01733700
U	se C	Only Firm's name DLG Tax & Financial Services		rm's EIN	47-4363523
_		Firm's address PO Box 451756 Laredo, TX 78045		hone no.	(956) 220-3785
May	/ the	IRS discuss this return with the preparer shown above? See instructions			X Yes No

Form	990 (2022) Seven Flags Rec	ional Advisory Counci	1 74-2915493 Page 2
	t III Statement of Program Se	rvice Accomplishments	
	Check if Schedule O contains a res	ponse or note to any line in this Part III	8 · · · · · · · · · · · · · · · · · · ·
1	Briefly describe the organization's mission		
		ined regional trauma	
	counties in Texas -	Webb County, Jim Hogg	County, and Zapata County.
2		cant program services during the year which v	
	If "Yes," describe these new services on \$		
3		make significant changes in how it conducts,	
	If "Yes," describe these changes on Sche	edule O.	
4	-	ce accomplishments for each of its three large	
		s one by program and incorporated	unt of grants and allocations to others,
12	the total expenses, and revenue, if any, for (Code:) (Expenses \$	r each program service reported. including grants of \$) (Revenue \$
44			inings, for the enhancement
			supplies and equipment to be
			ties. The medical supplies
			will serve to enhance the
	organization's traum	a and medical prepare	dness capabilities.
		1.00.20	
4b	(Code:) (Expenses \$	including grants of \$) (Revenue \$)
			16002-d
	30.000-00-00-00-00-00-00-00-00-00-00-00-0		
	100		20181 10
4c	(Code:) (Expenses \$	including grants of \$) (Revenue \$)
		St - Sile	
	1.5		
4d	Other program services (Describe on ScI	nedule O.)	
	, ,	grants of \$) (Reve	nue\$
4e	Total program service expenses	(,\	

UYA

Form **990** (2022)

Part IV Checklist of Required Schedules No Yes Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," X X 2 2 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to 3 X Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) X Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, 5 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If X Did the organization receive or hold a conservation easement, including easements to preserve open space, X the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II........ 7 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," 8 X 9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or X 9 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments 10 X If the organization's answer to any of the following questions is 'Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable. X a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI 11a b Did the organization report an amount for investments-other securities in Part X, line 12, that is 5% or more 11b X c Did the organization report an amount for investments-program related in Part X, line 13, that is 5% or more X_ d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets X **11d** X e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X. 11e Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses X the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X. 11f 12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete X 12a b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if 12b X X 13 X b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate X 14b Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or 15 X 15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other 16 X 16 17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on X 17 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on X Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? 19 19 X 20a X 20b 21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II 21 X

-			Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on			
	Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III	22	X	
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the			
	organization's current and former officers, directors, trustees, key employees, and highest compensated		4	
	employees? If "Yes," complete Schedule J	_23_		_X_
24 a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than			
	\$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b			
	through 24d and complete Schedule K. If "No," go to line 25a	24a		<u> </u>
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
С	Did the organization maintain an escrow account other than a refunding escrow at any time during the year			
	to defease any tax-exempt bonds?	24c		
d		24d	_	
25 a				7.5
	transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I	25a		<u>X</u>
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior			
	year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ?			3.5
00	If "Yes," complete Schedule L, Part I	25b		<u>x</u>
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current			
	or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35%	20		x
27	controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II	26		
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity			
	(including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III	27		x
28	Was the organization a party to a business transaction with one of the following parties (see the Schedule L,	21	COLUM	
20	Part IV, instructions for applicable filing thresholds, conditions, and exceptions):	1000	FLER	
а	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor?			
a	ff "Yes," complete Schedule L, Part IV	28a		х
h	A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b?			
	ff "Yes," complete Schedule L, Part IV	28c		x
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified			
	conservation contributions? If "Yes," complete Schedule M	30		x
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N,			
	Part II	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations			
	sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I.	33		X
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III,			
	or IV, and Part V, line 1	34		X
35 a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a			
	controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2	35b		
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable			
	related organization? If "Yes,", complete Schedule R, Part V, line 2	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization			
	and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI	37		_X_
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and			
	19? Note: All Form 990 filers are required to complete Schedule O	38	X	
Pa	rt V Statements Regarding Other IRS Filings and Tax Compliance			
	Check if Schedule O contains a response or note to any line in this Part V	1 10 .		
			Yes	No
1 a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	0.3550		
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	and a		
С	Did the organization comply with backup withholding rules for reportable payments to vendors and reporatble gaming (gambling)	4-	v	Junice
LIVA	winnings to prize winners?	1c	" ggn	(2022)
UYA		ron	11 930	(2022)

1 a E H H b E E E E E E E E E E E E E E E E	Enter the number of voting members of the governing body at the end of the tax year. If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O. Enter the number of voting members included on line 1a, above, who are independent Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? Did the organization become aware during the year of a significant diversion of the organization's assets? Did the organization have members or stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? Solid the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: The governing body? Each committee with authority to act on behalf of the governing body? Each committee with authority to act on behalf of the governing body? Each committee with authority to act on behalf of the governing body? Each committee with authority to act on behalf of the governing body? Each committee with authority to act on behalf of the governing body? Each committee with authority to act on behalf of the governing body? Each committee with authority to act on behalf of the governing body? Each committee with authority to act on behalf of the governing body? Each committee with authority to act on		Yes	X X X X X
10 a C b H b C C b V C b	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O. Enter the number of voting members included on line 1a, above, who are independent	2 3 4 5 6 7a 7b	x	x x x x
10 a C b H b C C b V C b	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O. Enter the number of voting members included on line 1a, above, who are independent	2 3 4 5 6 7a 7b		x x x x
5 C C C C C C C C C C C C C C C C C C C	Dody delegated broad authority to an executive committee or similar committee, explain on Schedule O. Enter the number of voting members included on line 1a, above, who are independent	2 3 4 5 6 7a 7b		x x x x
b E 2	Oid any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? Oid the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? Oid the organization make any significant changes to its governing documents since the prior Form 990 was filed? Oid the organization become aware during the year of a significant diversion of the organization's assets? Oid the organization have members or stockholders? Oid the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? Oid the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: The governing body? Each committee with authority to act on behalf of the governing body? Stere any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O On B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	2 3 4 5 6 7a 7b		x x x x
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? Did the organization become aware during the year of a significant diversion of the organization's assets? Did the organization have members or stockholders? Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? Did the organization contemporaneously document the meetings held or written actions undertaken during he year by the following: The governing body? Each committee with authority to act on behalf of the governing body? Stere any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O In B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	2 3 4 5 6 7a 7b		x x x x
3 C S S S S C S S S C S S S C S S S C S S S C S S S C S S S S C S S S C S S S C S S S C S S S C S S S C S S S C S S S C S S S C S S S C S S S C S S S C S S S S C S S S S C S S S S S S S S S C S	any other officer, director, trustee, or key employee? Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? Did the organization become aware during the year of a significant diversion of the organization's assets? Did the organization have members or stockholders? Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: The governing body? Each committee with authority to act on behalf of the governing body? Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O In B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	3 4 5 6 7a 7b		x x x x
3 C S S S S S S S S S S S S S S S S S S	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? Did the organization become aware during the year of a significant diversion of the organization's assets? Did the organization have members or stockholders? Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: The governing body? Each committee with authority to act on behalf of the governing body? Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O In B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	3 4 5 6 7a 7b		x x x x
5 C C C C C C C C C C C C C C C C C C C	Supervision of officers, directors, trustees, or key employees to a management company or other person? Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? Did the organization become aware during the year of a significant diversion of the organization's assets? Did the organization have members or stockholders? Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: The governing body? Each committee with authority to act on behalf of the governing body? Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O On B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	4 5 6 7a 7b		x x x
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? Did the organization become aware during the year of a significant diversion of the organization's assets? Did the organization have members or stockholders? Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: The governing body? Each committee with authority to act on behalf of the governing body? Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O On B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	4 5 6 7a 7b		x x x
5 C C C C C C C C C C C C C C C C C C C	Did the organization become aware during the year of a significant diversion of the organization's assets? Did the organization have members or stockholders? Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? Did the organization contemporaneously document the meetings held or written actions undertaken during he year by the following: The governing body? Each committee with authority to act on behalf of the governing body? Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O In B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	5 6 7a 7b		x x x
6 C C C C C C C C C C C C C C C C C C C	Did the organization have members or stockholders? Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? Did the organization contemporaneously document the meetings held or written actions undertaken during he year by the following: The governing body? Each committee with authority to act on behalf of the governing body? Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O In B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	7a 7b 8a 8b		x
7 a C b A s 8 C tl a T b E 9 Is Sectio 10 a C b II a 11 a H b C 12 a C b V	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? Did the organization contemporaneously document the meetings held or written actions undertaken during he year by the following: The governing body? Each committee with authority to act on behalf of the governing body? Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O In B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	7a 7b 8a 8b		x
b A 8	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: The governing body? Each committee with authority to act on behalf of the governing body? Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O In B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	7b 8a 8b		х
b A S S S S S S S S S S S S S S S S S S	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: The governing body? Each committee with authority to act on behalf of the governing body? Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O In B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	7b 8a 8b		х
8 C tl a T b E 9 Is tl Sectio	Stockholders, or persons other than the governing body? Did the organization contemporaneously document the meetings held or written actions undertaken during he year by the following: The governing body? Each committee with authority to act on behalf of the governing body? Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at he organization's mailing address? If "Yes," provide the names and addresses on Schedule O In B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	8a 8b		
8 C tl a T b E 9 Is tl Sectio	Did the organization contemporaneously document the meetings held or written actions undertaken during he year by the following: The governing body? Each committee with authority to act on behalf of the governing body? Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at he organization's mailing address? If "Yes," provide the names and addresses on Schedule O In B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	8a 8b		
10 a C b III a F b C C b V	the year by the following: The governing body? Each committee with authority to act on behalf of the governing body?. Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O In B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	8b		¥
a T b E 9	The governing body? Each committee with authority to act on behalf of the governing body? Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O In B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	8b		w
b E 9 1s tl Sectio 10 a C b II a 11 a F b C 12 a C b V	Each committee with authority to act on behalf of the governing body? s there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at he organization's mailing address? If "Yes," provide the names and addresses on Schedule O n B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	8b		v
9 Is to the second of the seco	s there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at he organization's mailing address? If "Yes," provide the names and addresses on Schedule O			T.F
10 a C b H a 11 a F b C 12 a C b V	he organization's mailing address? If "Yes," provide the names and addresses on Schedule O	9		· ·
10 a C b III a H b C 12 a C b V	n B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)	9		
10 a C b III a H b C 12 a C b V				
b III a H b E 12 a E b V	Did the organization have local chapters, branches, or affiliates?		Yes	No
b III a H b E 12 a E b V	ord the organization have local chapters, branches, or anniates:	10a	103	X
11 a H b E 12 a E b V	f "Yes," did the organization have written policies and procedures governing the activities of such chapters,	100		
11 a H b E 12 a E b V	affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		ĺ
b E 12 a E b V	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	х	
12 a D b V	Describe on Schedule O the process, if any, used by the organization to review this Form 990.	110	93000	7076
b V	Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	х	
	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c [Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes,"	1		
	describe on Schedule O how this was done	12c	x	
	Did the organization have a written whistleblower policy?	13	X	
	Did the organization have a written document retention and destruction policy?	14	X	
	Did the process for determining compensation of the following persons include a review and approval by independent	100183	OUDSUI	000
	persons, comparability data, and contemporaneous substantiation of the deliberation and decision?	1336		10015
	The organization's CEO, Executive Director, or top management official	15a	х	
	Other officers or key employees of the organization	15b	Х	
	f "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.	B2072	T234574	920
	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement			7 8
	with a taxable entity during the year?	16a	-	x
	f "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint	2,000	NO THE	10000
	venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with			
	respect to such arrangements?	16b		
	on C. Disclosure	1		
	List the states with which a copy of this Form 990 is required to be filed TX			
	Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s	only)		
	available for public inspection. Indicate how you made these available. Check all that apply.			
r	Own website Another's website Upon request Other (explain on Schedule O)			
19	Own website Another's website Opon request Other texplain on ocheane of			
	Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and			
20 8			-39	

7/	-2	01	54	03	Page	7
/ 44	_/	Ч 1	24	45	rage	- //

Form 990 (2022) Seven Flags Regional Advisory Council

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's current officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's current key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations. See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

Crieck this box it flettrer the organization				(0						
(A)	(B)	1		Posi	tion			(D)	(E)	(F)
Name and title	Average	(do n	ot ch	eck i	more	than o	ne	Reportable	Reportable	Estimated amount
	hours	box, ı	unles	s pe	rson	is both	an	compensation	compensation	of other
	per week	office	er and	dad	irect	or/trust	ee)	from the organization (W-2/	from related organization (W-2/	compensation from the
	(list any hours for	악교	l ns	오	₩.	em H	Fo	1099-MISC/	1099-MISC/	organization and
	related	Individual or director	ti u	Officer	en	ploy	Former	1099-NEC)	1099-NEC)	related organizations
	organizations	현	iona		Key employee	t co				
	below dotted line)	Individual trustee or director	2		yee	mpe				
	dolled line)	ee	Institutional trustee			Highest compensated employee				
	1					ted				
(1) Ricardo Jaime										
Secretary		X	1	X	_	-	\vdash			
(2) Jason Delattre										
Board Member		X	-		-		\vdash			
(3) Letisia Colon										
Board Member		X		-			\vdash		_	
(4) Hector M Medina, Jr.										
Board Member		X		├-		-	├			
(5) Jorge Delgado										
Chairman		X	\vdash	X	⊢	-	\vdash			
(6) Mike Martinez										
Board Member		X	\vdash	-	-	-	├		-	
(7) Silvestre Rodriguez										
Vice-Chairman		X	┡	X	┡	-	-			
(8) Jose "Joe" Gonzalez					1	Į				
Treasurer		X	<u> </u>	X	_	-	_			
(9) Baldomero A Bondoc									1	
Board Member		X	-	 	⊢	-	⊢	-		
(10) Ricardo Rangel		ļ								
Board Member		X	⊢	-	⊢	-	\vdash			
(11) Daniel Arriaga										
Board Member		X	\vdash	-	┡	-				
(12) Victor Villarreal										
Board Member		X	\vdash	-	-	-	-			
(13) Kevin L Harris		-					1			
Board Member		X	↓_	\vdash	\vdash	-	-			
(14) Gilberto Guardiola										
Board Member		X					\perp			200

Name and business address Compensation Description of services 2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

		Check if Schedule O contains a response or not	e to any line in this				
				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
ν, N	1a	Federated campaigns 1a		CE DE LE SAL	MULTINECHIOTAGO	MILLISMICAL III	
ant	ŀ		14,500.				
ည် ရှိ	E .		14,500.				
ts,			-				
i i	a	——————————————————————————————————————	EAA OEA				
Contributions, Gifts, Grants, and Other Similar Amounts	е	Government grants (contributions) 1e	544,254.				
	f	All other contributions, gifts, grants,					
	İ	and similar amounts not included above 1f					
	g			mile termination of			
<u>5 8</u>	h	Total. Add lines 1a–1f		558,754.			
9			Business Code		MENOR WENTER		
Ven	2a						
Re	b						ļ
Program Service Revenue	С				A		
Sen	d						
E	е						
g	f	All other program service revenue	1111				
4	a	Total. Add lines 2a-2f			STATE OF THE PERSONS		
	3	Investment income (including dividends, interest,					
	Ŭ	and other similar amounts)					
	4	Income from investment of tax-exempt bond proc					
	5	Royalties					
	3	(i) Real	(ii) Personal	WAS DECIMAL.	n=uit neutrockiane		
	6-		(II) I elsoliai				
	١.						
	b						
	C			I I I I I I I I I I I I I I I I I I I			
	d	, ,			District of the second		
	7a	Gross amount from sales of (i) Securities	(ii) Other				
		assets other than inventory 7a					
	b	Less: cost or other basis					
		and sales expenses 7b					
	С	Gain or (loss)					
	d	Net gain or (loss)					
a							
evenue	8a	Gross income from fundraising					
eve		events (not including \$					
Ξ.		of contributions reported on line 1c).					
Other R		See Part IV, line 18					
0	b	Less: direct expenses 8b					
		Gross income from gaming activities.					
		See Part IV, line 19 9a					
	Ь	Less: direct expenses 9b					
		Gross sales of inventory, less					
		returns and allowances					
		Less: cost of goods sold					
		Net income or (loss) from sales of inventory					
Miscellaneous Revenue	-	Net income or (loss) from sales of liveritory.	Business Code		MADE NAME OF THE OWNER, OF THE OWNER, OF THE OWNER,	KI HOULKIND HAW	
	44-		Business Code			Principal Control of Control	
					-		
	b						+
	°.						
Ž	l .	All other revenue			ELECTRIC OF A HISPARIS	DVC/SOME T	T PRESENTATION OF THE PROPERTY
		Total. Add lines 11a-11d					o presidente de la companya de la co
	12	2 Total revenue. See instructions		558,754.			

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A). Check if Schedule O contains a response or note to any line in this Part IX (A) Total expenses (B) (C) (D) Do not include amounts reported on lines 6b, 7b, 8b, 9b, Program service Management and Fundraising and 10b of Part VIII. expenses general expenses expenses Grants and other assistance to domestic organizations 123,815. 123,815. and domestic governments. See Part IV. line 21. Grants and other assistance to domestic individuals. See Part IV, line 22. 109,667. 109,667 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, Compensation of current officers, directors, trustees, 6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) Other salaries and wages Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions). 11 Fees for services (nonemployees): e Professional fundraising services. See Part IV, line 17 . . . g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.) 271. 271. 14 15 16 Payments of travel or entertainment expenses for any 19 20 21 1,425 1,425 24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.) 44,547 a Administration 46,481. 1,934. b Professional Services 1,000. 1,000. 3,111. 3,111. Training and Instruction 900. 900. d Membership Dues e All other expenses 8,641 286,670. 278,029 25 Total functional expenses. Add lines 1 through 24e Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here if following SOP 98-2 (ASC 958-720).

		Check if Schedule O contains a response or note to any line in this Part X			
			(A)		(B)
			Beginning of year		End of year
	1	Cash — non-interest-bearing		1	
	2	Savings and temporary cash investments		2	
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net		4	
	5	Loans and other receivables from any current or former officer, director,			
		trustee, key employee, creator or founder, substantial contributor, or 35%			
		controlled entity or family member of any of these persons		5	
40	6	Loans and other receivables from other disqualified persons (as defined		OF STATE	0.512 02 02 00 00
ssets		under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
SS	7	Notes and loans receivable, net		7	
4	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges		9	
	10 a	Land, buildings, and equipment: cost or other			
		basis. Complete Part VI of Schedule D			
	l:	Less: accumulated depreciation		10c	
	11	Investments — publicly traded securities		11	
	12	Investments — other securities. See Part IV, line 11		12	
	13	Investments — program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11		15	
_	16	Total assets. Add lines 1 through 15 (must equal line 33)		16	
	17	Accounts payable and accrued expenses		17	
	18	Grants payable		18	
	19	Deferred revenue		19	
S	20	Tax-exempt bond liabilities		20	
Liabilities	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
Pill	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or		SHIP I	
ā		founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities			
		not included on lines 17-24). Complete Part X of Schedule D		25	
- 10	26	Total liabilities. Add lines 17 through 25		26	V I super super super
nces		Organizations that follow FASB ASC 958, check here			
ano		and complete lines 27, 28, 32, and 33.		550000 G	VALUE AND ASSESSMENT OF THE PARTY OF THE PAR
Bali	27	Net assets without donor restrictions		27	
	28	Net assets with donor restrictions			
Ĕ				28	
or Fund		Organizations that do not follow FASB ASC 958, check here			
ō		and complete lines 29 through 33.	no was a partie of	00	
Assets	29	Capital stock or trust principal, or current funds		29	
386	30	Paid-in or capital surplus, or land, building, or equipment fund		30	
A	31	Retained earnings, endowment, accumulated income, or other funds		31	
Net	32	Total net assets or fund balances		32	
_	33	Total liabilities and net assets/fund balances		33	5 990 (2022)

		<u>74-2915493</u>	Page 12
Par	t XI Reconciliation of Net Assets		
	Check if Schedule O contains a response or note to any line in this Part XI		🔲
1	Total revenue (must equal Part VIII, column (A), line 12)	558	754.
2	Total expenses (must equal Part IX, column (A), line 25)	286	670.
3	Revenue less expenses. Subtract line 2 from line 1	272	,084.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))		
5	Net unrealized gains (losses) on investments		
6	Donated services and use of facilities		
7	Investment expenses		
8	Prior period adjustments		
9	Other changes in net assets or fund balances (explain on Schedule O)		
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line		
	32, column (B))	272	,084.
Part	XII Financial Statements and Reporting		
	Check if Schedule O contains a response or note to any line in this Part XII		🔲
		Y	es No
1	Accounting method used to prepare the Form 990: Cash X Accrual Other		108
	If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2 a	a Were the organization's financial statements compiled or reviewed by an independent accountant?	2a	
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separ	rate	
	basis, consolidated basis, or both:		
	Separate basis Consolidated basis Both consolidated and separate basis	3.88	
t	b Were the organization's financial statements audited by an independent accountant?	2b	
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, con	nsolidated	
	basis, or both:		
	Separate basis Consolidated basis Both consolidated and separate basis		
	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight		
	of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c	
	If the organization changed either its oversight process or selection process during the tax year, explain on		
	Schedule O.		
3 8	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the		
	theUniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a	
- t	b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the		

Form **990** (2022)

required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits.

UYA

SCHEDULE A (Form 990)

Department of the Treasury Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

Open to Public Inspection

Name of the organization

Employer identification number

se [,]	<u>ver</u>	<u>i riags kegional A</u>	avisory C	ouncil			74-2913493	
Pa	rt I	Reason for Public Cha	rity Status.(All	organizations mus	t comple	ete this p	art.) See instruction	ons.
Γhe	orga	anization is not a private founda	tion because it i	s: (For lines 1 through	h 12, che	ck only o	ne box.)	
1		A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).						
2	Ħ	A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990).)						
3	Ħ	A hospital or a cooperative hos		•			1)(A)(iii).	
4	H	A medical research organization						(iii) Enter the
7	ш.	hospital's name, city, and state		organication with a ricop	ntai acco	illoca ili o	0000011 17 0(15)(17)(17)	,(m). Entor the
_		An organization operated for the		Mogo or university ou	mad or o	nerated h	v a governmental u	nit described in
5	Ш	section 170(b)(1)(A)(iv). (Con		mege of university ow	inea or o	perateu b	y a governmental u	iii described iii
6				mental unit described	l in secti	on 170/h)(1)(A)(v)	
 A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v). An organization that normally receives a substantial part of its support from a governmental unit or from the general described in section 170(b)(1)(A)(vi). (Complete Part II.) 					he general nublic			
					no gonorai pabilo			
0		A community trust described in			Dort II \			
8	H					norotod ir	a conjunction with a	land grant callage
9	Ш	An agricultural research organi					•	
		or university or a non-land-gra	nt college or agr	iculture (see instruction	ons). Ent	er the har	ne, city, and state o	r the college or
4.0	_	university:		11 00 4/00/ 6:1	4 .		ele Research and	-t f
10	Ш	An organization that normally receipts from activities related support from gross investment	eceives (1) mor	e than 33 1/3% of its	support 1	rom cont	ributions, membersi nd (2) no more than	nip rees, and gross
		support from gross investment	income and uni	related business taxal	ble incom	ne (less s	ection 511 tax) from	businesses
	_	acquired by the organization at	fter June 30, 197	75. See section 509(a)(2). (Co	omplete F	art III.)	
11		An organization organized and	•		-			
12		An organization organized and	•	•				
		one or more publicly supported						
		Check the box on lines 12a thro	ugh 12d that des	scribes the type of sup	porting o	rganizatio	on and complete line	s 12e, 12f, and 12g.
a	a [Type I. A supporting organiz	ation operated, s	supervised, or control	led by its	supporte	ed organization(s), ty	pically by giving
		the supported organization(s) the power to re	gularly appoint or ele	ct a majo	ority of the	e directors or trustee	es of the supporting
		organization. You must com	plete Part IV, S	Sections A and B.		•		
ŀ	οГ	Type II. A supporting organiz	•		nection w	ith its sur	ported organization	(s), by having
	_	control or management of the	•					
		organization(s). You must co						,
	. г	Type III functionally integra			ted in co	nnection	with and functional	v integrated with
`	, r	its supported organization(s)	• •					y integrated with,
	, r	Type III non-functionally in						ted organization(s)
C	4 <u></u>	that is not functionally integra	-		•			
		requirement (see instructions						an allentiveness
	_	,	•	•				U. T 111
E	! L	Check this box if the organization						II, Type III
	_	functionally integrated, or Ty		onally integrated supp	orting or	ganizatio	n.	
ı		nter the number of supported of	_					[
		Provide the following information						
	(i)	Name of supported organization	(ii) EIN	(iii) Type of organization	(iv) is the	organization	(v) Amount of monetary	(vi) Amount of other support (see
				(described on lines 1-10 above (see instructions))		ur governing ment?	support (see instructions)	instructions)
							,	, , , , , , , , , , , , , , , , , , , ,
					Yes	No		
A)								
B)								
C)								
D)								
-,								
E)								

Seven Flags Regional Advisory Council 74-291549
Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi) (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

	on A. Public Support						
Calen	dar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1	Gifts, grants, contributions, and						
	membership fees received. (Do not						
		<u>152,485.</u>	170,274.	<u>187,086.</u>	148,491	544,254.	1,202,590.
2	Tax revenues levied for the						
	organization's benefit and either paid						
	to or expended on its behalf		- 1				
3	The value of services or facilities		-				
	furnished by a governmental unit to the						
4	organization without charge	150 405	170 274	107 006	140 401	E44 2E4	1 000 500
4		152,485.	170,274.	187,086.	148,491	.544,254.	1,202,590.
5	The portion of total contributions by						
	each person (other than a governmental unit or publicly supported organization)						
	included on line 1 that exceeds 2%						
	of the amount shown on line 11,						
	column (f)						
6	Public support. Subtract line 5 from line 4.	VERWINDER		OT ESTATE TO A PURE TO A		SERVICE ICE	1,202,590.
Secti	on B. Total Support						
Calen	dar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
7	Amounts from line 4	<u>152,485.</u>	170,274.	187,086.	148,491	. 544,254.	1,202,590.
8	Gross income from interest, dividends,						
	payments received on securities loans,						
	rents, royalties, and income from similar						
	sources						
9	Net income from unrelated business						
	activities, whether or not the business						
4.0	is regularly carried on	62.		20.	. 8		90.
10	Other income. Do not include gain or loss from the sale of capital assets				-		
	(Explain in Part VI.)						
11	Total support. Add lines 7 through 10	I SUBSTITUTE OF	Barriel Barre				1,202,680.
12	Gross receipts from related activities, etc	(see instructi	ions)				1,202,000.
13	First 5 years. If the Form 990 is for the						1(c)(3)
	organization, check this box and stop he						
Secti	on C. Computation of Public Suppo	rt Percentag	ge				
14	Public support percentage for 2022 (line						99.99%
15	Public support percentage from 2021 Sc						99.98%
16a	33 1/3 % support test-2022. If the organ						
	box and stop here . The organization qua			-			_
b	33 1/3 % support test-2021. If the organ						
	check this box and stop here. The organ				-		
17a	10%-facts-and-circumstances test-20	_					
	10% or more, and if the organization more						
	Part VI how the organization meets the fa			_	•		
	organization						
b	10%-facts-and-circumstances test-20						
	15 is 10% or more, and if the organization in Part VI how the organization in						
	supported organization				-		_
18	Private foundation. If the organization						
	instructions						
					<u> </u>		

Schedule A (Form 990) 2022 Seven Flags Regional Advisory Council
Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only	if you checked the box on line 1	0 of Part I or if the organization	n failed to qualify under	Part II.
If the organizati	on fails to qualify under the tests	listed below please complete	Part II.)	

	ii tile organization ralis to quality	under the te	sala lialeu beit	JW, piease co	implete i art	11.)	
	on A. Public Support						
Calen	dar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1	Gifts, grants, contributions, and membership fees						
	received. (Do not include any "unusual grants.")		ļ				
2	Gross receipts from admissions, merchandise		}				
	sold or services performed, or facilities furnished in any activity that is related to the		1				
	organization's tax-exempt purpose						
3	Gross receipts from activities that are not an						
	unrelated trade or business under section 513						
4	Tax revenues levied for the						
	organization's benefit and either paid						
	to or expended on its behalf						
5	The value of services or facilities						
	furnished by a governmental unit to the						
	organization without charge						
6	Total. Add lines 1 through 5						
	Amounts included on lines 1, 2, and 3						
	received from disqualified persons						
b	Amounts included on lines 2 and 3						
_	received from other than disqualified						
	persons that exceed the greater of \$5,000						
	or 1% of the amount on line 13 for the year						
С	Add lines 7a and 7b		10	1			
8	Public support. (Subtract line 7c from				Kilonia		
	line 6.)						
Secti	on B. Total Support						
Caler	dar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
9	Amounts from line 6						
10a	Gross income from interest, dividends,						
	payments received on securities loans, rents,						
	royalties, and income from similar sources						
b	Unrelated business taxable income (less						
	section 511 taxes) from businesses						
	acquired after June 30, 1975						
C	Add lines 10a and 10b						
11	Net income from unrelated business						
	activities not included on line 10b, whether						
	or not the business is regularly carried on						
12	Other income. Do not include gain or						
	loss from the sale of capital assets						
	(Explain in Part VI.)						
13	Total support. (Add lines 9, 10c, 11,						
	and 12.)						
14	First 5 years. If the Form 990 is for the o	_			•		
	organization, check this box and stop her						<u> </u>
Secti	ion C. Computation of Public Suppo						
15	Public support percentage for 2022 (li		* / .	•	, .,		%
16	Public support percentage from 2021			15	<u> </u>	. 16	%
	on D. Computation of Investment In				1 (0)	14=1	
17	Investment income percentage for 2022						%
18	Investment income percentage from 202					. [18]	%
19a	331/3 % support tests-2022. If the organ						
	line 17 is not more than 331/3%, check this						
b	331/3 % support tests-2021. If the organi						
	line 18 is not more than 331/3%, check this						
20	Private foundation. If the organization di	d not check a	box on line 14	, 19a, or 19b,	check this box	and see instru	ictions

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section	on A. All Supporting Organizations			
0000	on A. An outporting organizations		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing			
	documents? If "No," describe in Part VI how the supported organizations are designated. If designated by		11994	
	class or purpose, describe the designation. If historic and continuing relationship, explain.	1		
2	Did the organization have any supported organization that does not have an IRS determination of status		Ì N	
	under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported			
	organization was described in section 509(a)(1) or (2).	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer	14.5	NO.	
	lines 3b and 3c below.	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and		WEST	
	satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the			
	organization made the determination.	3b		
С	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B)			
	purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.	3с		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? If		1	
	"Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign			
	supported organization? If "Yes," describe in Part VI how the organization had such control and discretion			
	despite being controlled or supervised by or in connection with its supported organizations.	4b		
С	Did the organization support any foreign supported organization that does not have an IRS determination			- 100
	under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used		MIR	
	to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B)	113		
	purposes.	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes,"			100
	answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN			
	numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action;			
	(iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action			1 100
	was accomplished (such as by amendment to the organizing document).	5a		
b	Type I or Type II only. Was any added or substituted supported organization part of a class already		PROF	THE PARTY
	designated in the organization's organizing document?	5b		
С	Substitutions only. Was the substitution the result of an event beyond the organization's control?	5c		C
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to			
	anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class			1300
	benefited by one or more of its supported organizations, or (iii) other supporting organizations that also			ALL
	support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in	6		100000
7	Part VI. Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor	-		
7	(as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity			
	with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990).	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7?	-	no de la	E21350
o	If "Yes," complete Part I of Schedule L (Form 990).	8	900,90	
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more			Diego)
ou	disqualified persons, as defined in section 4946 (other than foundation managers and organizations described			
	in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI .	9a		
b	Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which	TO SEL		1000
_	the supporting organization had an interest? If "Yes," provide detail in Part VI.	9b		
С	Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit	開閉	1	
_	from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI.	9с		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section	17		1900
	4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated	1		18.00
	supporting organizations)? If "Yes," answer line 10b below.	10a		
b	Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to	Plani.		
	determine whether the organization had excess business holdings.)	10b		

Part I	V Supporting Organizations (continued)			
			Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?	1	HI C	
а	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	11a	Bay II	
b	A family member of a person described on line 11a above?	11b		
С	A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.	11c		
Section	on B. Type I Supporting Organizations			
			Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or memberships of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organizations's officers,			
	directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively			
	operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization,			
	describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.			
		1		
2	Did the organization operate for the benefit of any supported organization other than the supported			Die.
	organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated,			
	supervised, or controlled the supporting organization.	2	-consess	
Section	on C. Type II Supporting Organizations			
			Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors			
	or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed			
	the supported organization(s).	1		
Section	on D. All Type III Supporting Organizations			
			Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the			
	organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the			
	organization's governing documents in effect on the date of notification, to the extent not previously provided?	1	10000	10000
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported			Gir.
	organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how			MAD
	the organization maintained a close and continuous working relationship with the supported organization(s).	2		
3	By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's			
	income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's			
	supported organizations played in this regard.	3		
Section	on E. Type III Functionally Integrated Supporting Organizations			
	Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see in	nstruc	ctions	s).
а	The organization satisfied the Activities Test. Complete line 2 below.			
b	The organization is the parent of each of its supported organizations. Complete line 3 below.	m m 474. s	(
С	The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity instructions).	mucy ((266	
2	Activities Test. Answer lines 2a and 2b below.		Yes	No
а	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of			TAVAILE OF THE PARTY OF THE PAR
	the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify		200	
	those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined			
	that these activities constituted substantially all of its activities.	2a		
b	Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement,	HERE	14/18	
	one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in			
	Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.	O.L.		
2	Parent of Supported Organizations. Answer lines 3a and 3b below.	2b	S China	3000
3 a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or			
•	trustees of each of the supported organizations? If "Yes" or "No," provide details in Part VI.	3a		
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each	680	453	EW.
	of its supported organizations? If "Yes " describe in Part VI the role played by the organization in this regard.	3b	I	I

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting O 1 Check here if the organization satisfied the Integral Part Test as a qualifying			ein in Part VII)
See instructions. All other Type III non-functionally integrated supporting	-		
Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or			
collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8		
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d Total (add lines 1a, 1b, and 1c)	1d		
e Discount claimed for blockage or other factors (explain in detail in Part VI):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by 0.035.	6		
7 Recoveries of prior-year distributions	7		
8 Minimum Asset Amount (add line 7 to line 6)	8		
Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, column A)	1		
2 Enter 0.85 of line 1.	2		
3 Minimum asset amount for prior year (from Section B, line 8, column A)	3		789
4 Enter greater of line 2 or line 3.	4		N. I.
5 Income tax imposed in prior year	5		
6 Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		
7 Check here if the current year is the organization's first as a non-functional instructions).	ally inte	egrated Type III suppor	ting organization (see

Schedule B

Schedule of Contributors

OMB No. 1545-0047

2022

Department of the Treasury Internal Revenue Service Attach to Form 990 or Form 990-PF.

Go to www.irs.gov/Form990 for the latest information.

Name of the organization

Seven Flags Regional Advisory Council

Employer identification number

74-2915493

Organization type (check one): Filers of: Section: Form 990 or 990-EZ **X** 501(c)(**3**) (enter number) organization 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation 527 political organization Form 990-PF 501(c)(3) exempt private foundation 4947(a)(1) nonexempt charitable trust treated as a private foundation 501(c)(3) taxable private foundation Check if your organization is covered by the General Rule or a Special Rule. Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions. General Rule For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions. **Special Rules** For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3 % support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II. For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address). II. and III. For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions exclusively for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an exclusively religious, charitable, etc., purpose. Don't complete any of the parts unless the General Rule applies to this organization because it received nonexclusively religious, charitable, etc., contributions

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it must answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Seven Flags Regional Advisory Council

Employer identification number

74-2915493

Part	Contributors (see instructions). Use duplicate copies of	Part I if additional space is	needed.
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Texas Dep. of State Health Services 1100 West 49th Street Austin, TX 78756	\$ 544,254.	Person X Payroll Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$	Person Payroll Noncash (Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$	Person Payroll Noncash Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$	Person Payroll Complete Part II for noncash contributions.)
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$	Person
(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
		\$	Person Payroll Complete Part II for noncash contributions.)

Name of organization

Seven Flags Regional Advisory Council

Employer identification number

74-2915493

Part II	Noncash (see instructions). Use duplicate copies	of Part II if additional space is needed.	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		\$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		\$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		\$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		\$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		\$	
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions)	(d) Date received
		\$	

Name of organization

Employer identification number

Seven Flags Regional Advisory Council

74-2915493

CACII	riags Regional Advisory Council	74 231313
Part III	Exclusively religious, charitable, etc., contributions to organizations of	lescribed in section 501(c)(7), (8), or
	(10) that total more than \$1,000 for the year from any one contributor.	Complete columns (a) through (e) and
	the following line entry. For organizations completing Part III, enter the total	of exclusively religious, charitable, etc.
	contributions of \$1,000 or less for the year. (Enter this information once.	See instructions.) \$
	Use duplicate copies of Part III if additional space is needed.	

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held							
_										
	(e) Transfer of gift									
	Transferee's name, address,	and ZIP + 4	Relationship of transferor to transferee							
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held							
	Transferee's name, address,	(e) Transfer of gift	Relationship of transferor to transferee							
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held							
	(e) Transfer of gift									
=	Transferee's name, address,	and ZIP + 4	Relationship of transferor to transferee							
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held							
	(e) Transfer of gift									
=======================================	Transferee's name, address,	and ZIP + 4	Relationship of transferor to transferee							
-										

SCHEDULE (Form 990) Department of the Treasury

Internal Revenue Service

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Governments, and Individuals in the United States Grants and Other Assistance to Organizations,

Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22. Attach to Form 990

OMB No. 1545-0047

Open to Public 2022 Inspection

Go to www.irs.gov/Form990 for the latest information.

Complete if the organization answered "Yes" on Form 990, **Employer identification number %** (h) Purpose of grant or assistance 74-2915493 ☐ Yes Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and (g) Description of noncash assistance Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed (f) Method of valuation (book, FMV, appraisal, other) Grants and Other Assistance to Domestic Organizations and Domestic Governments. Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States. noncash assistance (c) IRC section (d) Amount of cash (e) Amount of grant (if applicable) 3 Enter total number of other organizations listed in the line 1 table General Information on Grants and Assistance Seven Flags Regional Advisory Council (p) EIN (a) Name and address of organization Name of the organization Part II

Schedule I (Form 990) 2022

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

(11)

(10)

(12)

Page 2 74-2915493

Schedule I (Form 990) 2022

990) 2022 Seven Flags Regional Advisory Council
Grants and Other Assistance to Domestic Individuals. Complete if the organization answered "Yes" on Form 990, Part IV, line 22. Part III can be duplicated if additional space is needed. Part III

ook, (f) Description of noncash assistance								other additional information.				
(e) Method of valuation (book, FMV, appraisal, other)								olumn (b); and any o				
(d) Amount of noncash assistance								t I, line 2; Part III, o				
(c) Amount of cash grant								ion required in Par				
(b) Number of recipients								rovide the informat				
(a) Type of grant or assistance								Supplemental Information. Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.				
	-	7	ო	4	ıo	9	7	Part IV				

Schedule I (Form 990) 2022

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SCHEDULE O (Form 990)

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

OMB No. 1545-0047
2022

Open to Public Inspection

Employer identification number

Department of the Treasury Internal Revenue Service Name of the organization Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for the latest information.

Seven	Flags	Regional	Advisory	Council		74-2915493
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Form 8879-TE

IRS e-file Signature Authorization for anTax Exempt Entity

For calendar year 2022, or fiscal year beginning 09/01/2022, and ending 08/31/2023

Do not send to the IRS. Keep for your records.

Go to www.irs.gov/Form8879TE for the latest information.

2022

OMB No. 1545-0047

Department of the Treasury Internal Revenue Service

Name of exempt organization or person subject to tax

Taxpayer identification number

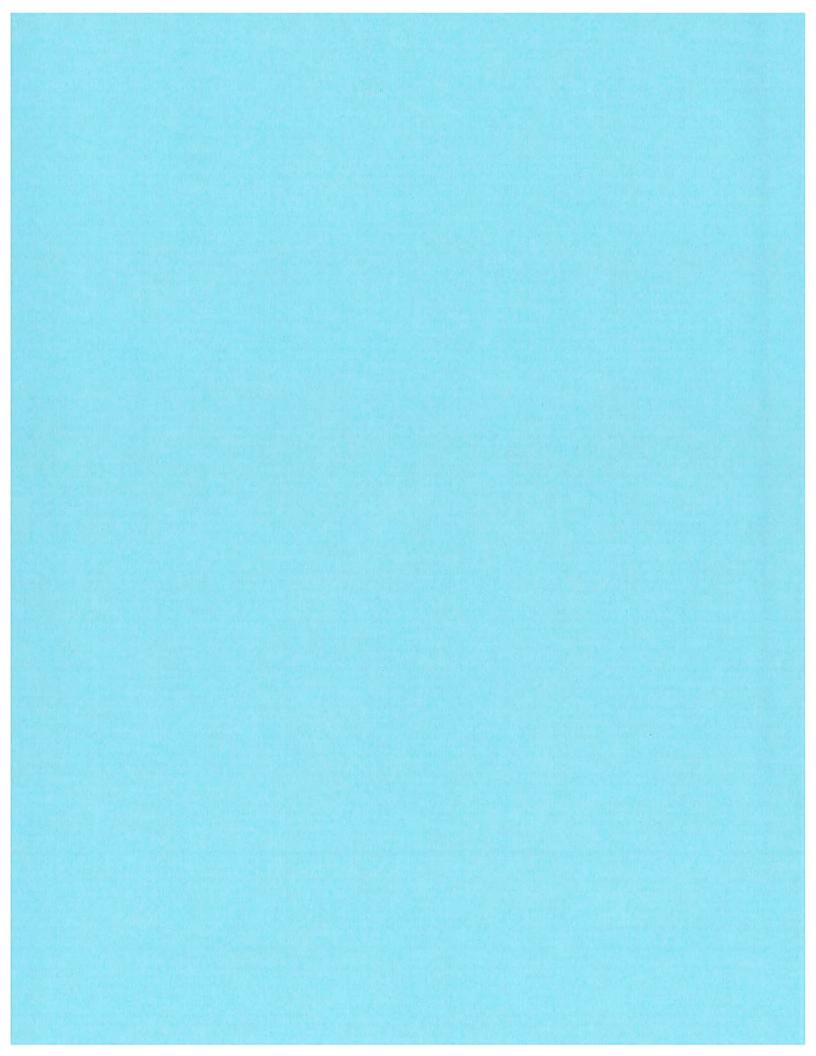
Seven Flags Regional Advisory Council 74-2915493 Name and title of officer or person subject to tax John R. Keiser Director Part I Type of Return and Return Information Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line leave line 1a, 1a, 3b, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I. 1a Form 990 check here . . . ▶ 🗓 b Total revenue, if any (Form 990, Part VIII, column (A), line 12) . . 1b 558,754. 2a Form 990-EZ check here . . > b Total revenue, if any (Form 990-EZ, line 9) 2b ___ 3a Form 1120-POL check here ▶ 4a Form 990-PF check here . . ▶ □ b Tax based on investment income (Form 990-PF, Part V, line 5) 4b 5a Form 8868 check here . . . ▶ 🗔 b Total tax (Form 990-T, Part III, line 4) 6b 6a Form 990-T check here . . . ▶ 🗍 7a Form 4720 check here . . . ▶ □ 8a Form 5227 check here . . . ▶ ___ b FMV of assets at end of tax year (Form 5227, Item D) 8b 9a Form 5330 check here . . . > 10a Form 8038-CP check here ▶ □ b Amount of credit payment requested (Form 8038-CP, Part III, line 22) 10b Part II Declaration and Signature Authorization of Officer or Person Subject to Tax Under penalties of perjury, I declare that 🔀 I am an officer of the above entity or 🔲 I am a person subject to tax with respect to _, (EIN) and that I have examined a copy of the 2022 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal. PIN: check one box only X | authorizeDLG Tax & Financial Services to enter my PIN 12345 as my signature Enter five numbers, but **ERO firm name** do not enter all zeros on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen. As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen. Signature of officer or person subject to tax Part III Certification and Authentication ERO's EFIN/PIN. Enter your six-digit electronic filing identification 70565512345 number (EFIN) followed by your five-digit self-selected PIN. I certify that the above numeric entry is my PIN, which is my signature on the 2022 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized

ERO Must Retain This Form – See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

Benjamin D De la Garza, CPA

IRS e-file Providers for Business Returns.

ERO's signature ▶



INVOICE

DE LA GARZA CPA Firm, P.C P.O. Box 451756 LAREDO, TX 78041

ben@dlgcpafirm.com +1 (956) 220-3785



Bill to

Seven Flags Regional Advisory Council PO Box 450094 Laredo, Texas 78045 USA

Ship to

Seven Flags Regional Advisory Council PO Box 450094 Laredo, Texas 78045 USA

Invoice details

Invoice no.: 197

Invoice date: 07/12/2024 Due date: 08/11/2024

#	Date	Product or service	Description	Amount
1.		Tax Services	Preparation of Federal Tax Return and Financial Statements for FY 2023	\$1,100.00

Ways to pay









Contact DE LA GARZA CPA Firm, P.C to pay.

Pay now

Total

\$1,100.00



ITEM 24-85 (TAB 12)





Seven Flags Regional Advisory Council Trauma Service Area - T

June 24, 2024

Elizabeth Stevenson, R.N.
Stroke Designation Program Manager
Texas Department of State Health Services EMS/Trauma Systems
PO Box 149347 MC 1876
Austin, TX 78714-9347

Re: Doctors Hospital of Laredo Participation Confirmation Letter (Neonatal/NICU).

Dear Ms. Stevenson:

This letter is to confirm that Doctors Hospital of Laredo is an active participant of the Seven Flags Advisory Council (SFRAC) and in good standing with the organization. Attendance of the SFRAC Board meetings by Doctors Hospital of Laredo representatives is in compliance with SFRAC attendance rules, as well as the submittal of required documentation and payment of SFRAC membership fees. All documentation associated with Doctors Hospital's active participation, and "Good Standing" status are on file with the Seven Flags RAC.

Furthermore, Doctors Hospital of Laredo's involvement in the Seven Flags RAC includes active participation among the SFRAC's various committees, inclusive of the Neonatal/NICU Committee of which Ms. Lilliana Limas, RNC-NIC serves as vice-chairman.

Should you have any questions or require additional information please feel free to contact me at your earliest convenience at 956-722-3995 or via email at jrkeiser@stdc.cog.tx.us.

Sincerely,

John R. Keiser

SFRAC Administrator (TSA-T)

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Seven Flags Regional Advisory Council Trauma Service Area - T

July 11, 2024

Elizabeth Stevenson, R.N.
Stroke Designation Program Manager
Texas Department of State Health Services EMS/Trauma Systems
PO Box 149347 MC 1876
Austin, TX 78714-9347

Re: Doctors Hospital of Laredo Participation Confirmation Letter (Trauma).

Dear Ms. Stevenson:

This letter is to confirm that Doctors Hospital of Laredo is an active participant of the Seven Flags Advisory Council (SFRAC) and in good standing with the organization. Attendance of the SFRAC Board meetings by Doctors Hospital of Laredo representatives is in compliance with SFRAC attendance rules, as well as the submittal of required documentation and payment of SFRAC membership fees. All documentation associated with Doctors Hospital's active participation, and "Good Standing" status are on file with the Seven Flags RAC.

Furthermore, Doctors Hospital of Laredo's involvement with the Seven Flags RAC includes active participation among the SFRAC's various committees, inclusive of the Trauma/Injury Prevention Committee in which Ms. Leticia Colon, BSN, RN, serves as chairman of this committee.

Should you have any questions or require additional information please feel free to contact me at your earliest convenience at 956-722-3995 or via email at jrkeiser@stdc.cog.tx.us.

Sincerely,

John R. Keiser

SFRAC Administrator (TSA-T)

orly,-



Seven Flags Regional Advisory Council Trauma Service Area - T

August 26, 2024

Elizabeth Stevenson, R.N. Stroke Designation Program Manager Texas Department of State Health Services EMS/Trauma Systems PO Box 149347 MC 1876 Austin, TX 78714-9347

Re: Doctors Hospital of Laredo Participation Confirmation Letter (Stroke).

Dear Ms. Stevenson:

This letter is to confirm that Doctors Hospital of Laredo is an active participant of the Seven Flags Advisory Council (SFRAC) and in good standing with the organization. Attendance of the SFRAC Board meetings by Doctors Hospital of Laredo representatives is in compliance with SFRAC attendance rules, as well as the submittal of required documentation and payment of SFRAC membership fees. All documentation associated with Doctors Hospital's active participation, and "Good Standing" status are on file with the Seven Flags RAC.

Furthermore, Doctors Hospital of Laredo's involvement in the Seven Flags RAC includes active participation among the SFRAC's various committees, inclusive of the Stroke Committee in which Ms. Angelica M. Avila, R.N., Stroke Program Coordinator, serves as vice-chairman.

Should you have any questions or require additional information please feel free to contact me at your earliest convenience at 956-722-3995 or via email at jrkeiser@stdc.cog.tx.us.

Sincerely,

John R. Keiser

SFRAC Administrator (TSA-T)