

# **Exhibit “A”**



# **Exhibit “B”**

# HUSCH BLACKWELL

111 Congress Avenue, Suite 1400, Austin, Texas, 78701, (512) 472-5456, Federal ID No. 26-1688286

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Hubert Oxford, IV Benckenstein & Oxford, L.L.P.  
3535 Calder Ave., Suite 300  
Beaumont, TX 77706

PAYMENT DUE UPON RECEIPT

Date: January 12, 2015  
Invoice No. 2197381

## INVOICE SUMMARY

For Professional Services Rendered and Costs Advanced Through December 31, 2014  
(See attached pages for detail)

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Our Reference No. 6061577-0000001

Hospital Organization/Compliance Matters

Total Professional Services .....	\$	6,526.00
Total Disbursements and Other Charges .....	\$	0.00
Total Amount this Invoice .....	\$	6,526.00

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*CONFIDENTIAL INFORMATION PROTECTED BY ATTORNEY-CLIENT PRIVILEGE*

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111 Congress Avenue, Suite 1400, Austin, Texas, 78701, (512) 472-5456, Federal ID No. 26-1688286

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Date: January 12, 2015  
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For Professional Services Rendered and Costs Advanced Through December 31, 2014

Our Reference No. 6061577-0000001

Hospital Organization/Compliance Matters

Date	Professional Services	Hours	Amount
11/11/14	Review and revise analysis of nursing UPL arrangement. E. Weatherford	0.50	\$222.50
11/20/14	Follow-up call with M. Chouteau and D. Coates to analyze legal issues regarding opinion letter. E. Weatherford	0.70	\$311.50
11/21/14	Review and revise opinion letter. E. Weatherford	1.10	\$489.50
11/24/14	Revise opinion letter. E. Weatherford	0.90	\$400.50
12/01/14	Office conference with D. Coates regarding opinion letter and management agreement terms. M. Chouteau	0.20	\$94.00
12/01/14	Review email from H. Oxford regarding Article III, Section 52(a) of the Constitution and its application to private lender loans; conference with D. Coates regarding same. J. Harris	0.20	\$103.00
12/01/14	Review analysis on governmental law question for District; assess impact of Article III Section 52 of Texas Constitution; draft correspondence to Mr. Oxford regarding same. D. Coates	1.90	\$608.00

**CONFIDENTIAL INFORMATION  
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<b>Date</b>	<b>Professional Services</b>	<b>Hours</b>	<b>Amount</b>
12/02/14	Review Hubert Oxford's e-mail analysis of opinion letter with regard to constitutional provision and review D. Coates' response. M. Chouteau	0.30	\$141.00
12/03/14	Office conference with D. Coates regarding Hubert Oxford's call regarding giving opinion to New Light and alternative approaches to that request. M. Chouteau	0.20	\$94.00
12/03/14	Review email from H. Oxford regarding adding "no-election", "no-AG approval" and "no-registration" to required provisions to the memorandum on the proposed private lender loan; legal research regarding same; email to H. Oxford regarding same. J. Harris	1.10	\$566.50
12/03/14	Confer with Mr. Oxford regarding Nursing Home UPL program. D. Coates	0.40	\$128.00
12/04/14	Review e-mail exchanges between Hubert Oxford and J. Harris regarding content in opinion letter and discuss changes to the opinion with D. Coates. M. Chouteau	0.30	\$141.00
12/04/14	Research regarding governmental law memorandum on the legality of proposed loan(s) from private lender; revise memorandum regarding same. J. Harris	1.30	\$669.50
12/04/14	Review and revise memorandum on governmental law question; draft correspondence to Mr. Oxford regarding same. D. Coates	1.90	\$608.00
12/10/14	Review H. Oxford's revisions to loan opinion memorandum; email to H. Oxford regarding same; email from H. Oxford regarding same; conference with D. Coates regarding same and revisions to final loan memorandum. J. Harris	1.80	\$927.00
12/10/14	Review resolutions and minutes from District meeting for compliance. D. Coates	1.30	\$416.00
12/11/14	Review final draft of memo regarding analysis of obtaining a loan for IGT purposes. M. Chouteau	0.20	\$94.00
12/11/14	Draft correspondence regarding governmental law memorandum; revise same. D. Coates	0.80	\$256.00

**CONFIDENTIAL INFORMATION  
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Date	Professional Services	Hours	Amount
12/17/14	Confer with Mr. Oxford regarding outstanding issues for Nursing Home UPL program. D. Coates	0.80	\$256.00
Total Hours and Fees		<u>15.90</u>	<u>\$ 6,526.00</u>

Timekeeper	Title	Rate	Hours	Fees
E. Weatherford	PARTNER	445.00	3.20	\$1,424.00
J. Harris	PARTNER	515.00	4.40	\$2,266.00
M. Chouteau	PARTNER	470.00	1.20	\$564.00
D. Coates	ASSOCIATE	320.00	7.10	\$2,272.00
Total Professional Services				<u>\$ 6,526.00</u>
Current Invoice Due				<u>\$ 6,526.00</u>

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111 Congress Avenue, Suite 1400, Austin, Texas, 78701, (512) 472-5456, Federal ID No. 26-1688286

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Our Reference No. 6061577-0000001

PAYMENT DUE UPON RECEIPT

Hospital Organization/Compliance Matters

Date: January 12, 2015  
Invoice No. 2197381

For Professional Services Rendered and Costs Advanced Through December 31, 2014

Total Professional Services	\$	6,526.00
Total Disbursements and Other Charges	\$	0.00
<b>Total Current Invoice</b>	<b>\$</b>	<b>6,526.00</b>

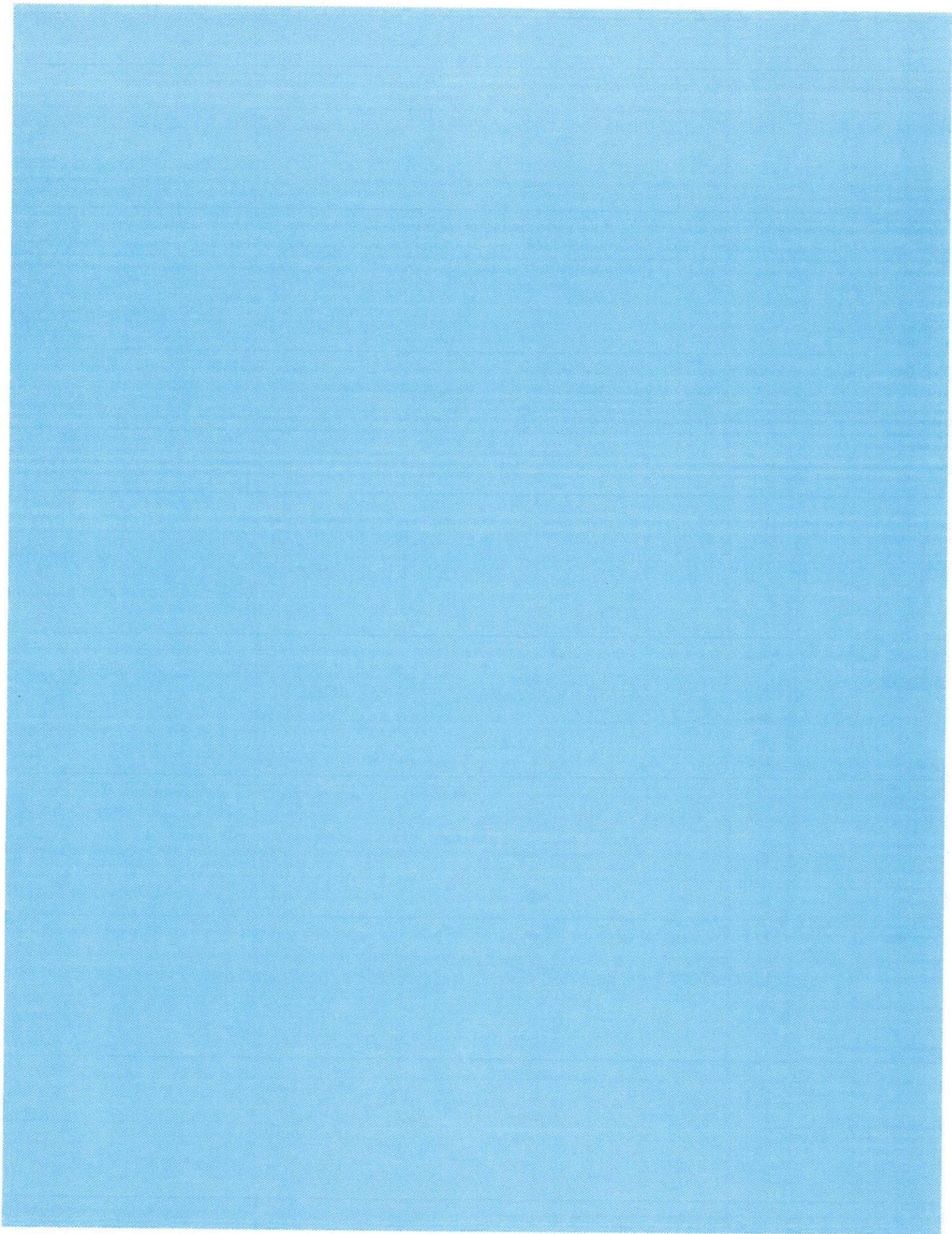
**THIS INVOICE IS PAYABLE UPON RECEIPT. PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE.**

(Please reference your client and/or invoice number when submitting payment. Thank you!)

For wire transfer instructions, please email:  
[ARInfo@huschblackwell.com](mailto:ARInfo@huschblackwell.com)

Mail Payments to:  
Husch Blackwell LLP  
P.O. Box 802765  
KANSAS CITY, MO 64180





## COMMERCIAL PACKAGE POLICY

<b>PROPERTY SECTION COVERAGES</b>	<b>LIMITS</b>
<i>2107 S HWY 124 WINNIE, TEXAS BUILDING</i>	<b>\$210,000.</b>

Deductible: \$1,000.

Coverage: Basic Form excluding wind/hail  
80% Co-Insurance Applicable  
Actual Cash Value

<b>GENERAL LIABILITY COVERAGES</b>	<b>LIMITS</b>
GENERAL AGGREGATE	\$2,000,000.
PRODUCTS\COMPLETED OPERATIONS AGGREGATE	Excluded
PERSONAL & ADVERTISING INJURY	\$1,000,000.
EACH OCCURRENCE	\$1,000,000.
FIRE DAMAGE	\$ 100,000.
MEDICAL PAYMENTS	\$ 5,000.

Forms: Service of suit; Protective devices or services provisions; Asbestos material exclusion; Lead exclusion; Absolute pollution exclusion; Mold/fungus exclusion; Water exclusion; Sprinkler leakage exclusion; Certain computer related loss exclusion; Terrorism exclusion; New entities exclusion; Contractual liability limitation; Limitation of coverage to designated premises; EPL exclusion; Punitive exclusion; Vacant building protection warranty; Bodily injury exclusion; Construction operations exclusion; Exterior work over 50 feet exclusion; Independent contractors/subs exclusion

**TOTAL PREMIUM: \$3,053.93**

Carrier: USLI

Subject to: 25% minimum earned premium, protective devices

**COMMERCIAL WINDSTORM POLICY**

<b>PROPERTY SECTION COVERAGES</b>	<b>LIMITS</b>
<i>2107 S HWY 124 WINNIE, TEXAS BUILDING</i>	<b>\$210,000.</b>

Deductible: 1% per item

Coverage: Wind/hail  
80% coinsurance

**ESTIMATED ANNUAL PREMIUM: \$2,715.00\***

*3,053.93  
5768.93*

Carrier: TWIA

\*Value is subject to replacement cost guide for verification and WPI-8 on building

*5769.00*

# **Exhibit “C”**

✓ app.  
Elroy Hearty  
658-9737  
# 4018  
ID-4932



# PROSPERITY — BANK® —

Winnie Banking Center  
146 Spur 5 P O Box 743 Winnie, TX 77665  
409-296-3000 409-296-4585(fax)

December 19, 2014

Winnie – Stowell Hospital District  
P. O. Box 398  
Anahuac, Texas 77514

Re: \$320,000.00 to Purchase 4.12 Acres with 9300 SF Building

Mr. Henry,

Prosperity Bank discussed the above loan request in detail yesterday in our loan committee meeting and I am pleased to announce that we have approved the request in the amount of \$320,000.00 to purchase the property located at 2107 Hwy 124 Winnie, Chambers County Texas consisting of 4.120 acres with a 9300 SF building.

We approved a term of 10 years with 40 quarterly payments estimated at \$9,978.72. The proposed interest rate is 4.5% fixed for 10 years. The loan will have a 3-2-1- prepayment penalty on refinance only. If you sell the property and pay the loan off or just decide to pay off within the normal course of business there is no penalty. If you decide to refinance the debt with another lender within the first three years there would be a penalty of 3% the first year, 2% the second year and 1% the third year.

It is standard for a bank to charge from ¼% to 1% for a commercial loan. We have waived this origination fee. Below is an estimate of the closing costs for this loan:

Phase 1 environmental study	\$0.00 * Approved to use existing study
Appraisal	\$2,000.00
Attorney Fees	\$ 600.00
Title Policy	\$2,537.00
Title company closing and recording	\$700.00
	5837.00

It is proposed that we will take a first lien position in the 4.12 acres with existing structure. In order for our loan amount to be \$320,000.00 the appraisal ordered by the bank will need to come in at \$400,000.00. We are excited to be a part of this important

expansion project and look forward to answering any questions that you or the board may have. Please call at any time!

Thanks so much for your business!

Sincerely,

A handwritten signature in black ink that reads "Rhonda Devillier". The signature is written in a cursive style with a large, looped initial "R".

Rhonda G. Devillier  
President

# **Exhibit “D”**

## Domain, Hosting and Maintenance

- **Domain** – the website address
  - [www.wshospitaldistrict.com](http://www.wshospitaldistrict.com) is available
- **Registrar** – registering your domain and renewing it annually
  - **Cost** – Varies (around \$13/year for domain above)
  - **Annual fee** (there are savings if you renew in larger increments like 2-5 years)
- **Hosting** – all of your website files on a server that the registrar points the domain to
  - Lisa's hosting fee is \$20/month; \$240/year
  - Hosting includes
    - Backup of your website quarterly
    - Basic maintenance of site (software updates)
    - Up to five email address (Example: [yourname@wshospitaldistrict.com](mailto:yourname@wshospitaldistrict.com) directly to your phone/device/computer)
    - Unlimited forwarding email addresses (Example: [yourname@wshospitaldistrict.com](mailto:yourname@wshospitaldistrict.com) directed to any other email address. Note that the reply will have the other email address visible to the recipient.)
  - You do have an option to take care of your own management and hosting and Lisa can provide consulting to help manage if desired. Outside hosting varies \$5-50/month depending on needs and services.
- **Updates/Consulting fee** – Lisa is available to train employees or do updates of content at any time for \$25/hour. (Minimum 1 hour for each service)

**EXAMPLE: About \$250 to reserve domain and host a site for one year with Lisa.**

## Web Design

### Design with basic Template

- \$100 per page (*Minimum five pages*)
  - Homepage, About Us, Contact Us, Services, Information, Meetings....etc. Various information you decide to publish. We work together to come up with a simple user-friendly flow for your users based on prioritized content.
  - You supply text and content for pages.
    - Writing content and graphics/images can be provided at additional charge.
    - You may need basic marketing images of people interacting with each other. These images usually come from a marketing department. If you do not have these images, they can be purchased for your use on your for a fee. Usually, this can be done within whatever budget you have and the quality of the image will vary based on your budget.
  - Website is designed on a basic template with a Wordpress structure.
    - Wordpress will enable you to change the look and feel of your site with another template in the future while maintaining your menu and all content on your site with ease.
    - It also allows you to log in and make content updates as needed by your staff.

**Example 1: About \$500 to launch website with content and images provided to Lisa using a Wordpress template with up to five pages of content.**

**Example 2: About \$800 to launch website with content consultation/writing and stock images from Lisa using a Wordpress template with up to five pages of content.**

### Combined design, registration and hosting

- ~\$750 to launch a website with Lisa hosting it for a year if content and images are provided.
- ~\$1000 to launch a website with Lisa hosting it for a year if content and images are provided by Lisa.



# **Exhibit “E”**

**“The Mission of the Winnie-Stowell Hospital District is to attend to and balance the healthcare needs of the Community with fiscal responsibility”**

**Winnie-Stowell Hospital District  
P.O. Box 1997  
538 Broadway  
Winnie, Texas 77665  
(409) 296-1003**

**APPLICATION FOR EMPLOYMENT**  
*An Equal Opportunity / Affirmative Action Employer*

If you need assistance in completing the employment application, please inquire at the Winnie Stowell Hospital District's ("District") office. Furthermore, the District conducts pre-employment qualification testing and personal interviews in the application process. If you believe you will require reasonable accommodation (e.g., interpreter, TDD, scheduling adjustments) in the application process, please inform the District's Administrator, Sherrie Norris, in writing when you submit your application.

The District does not discriminate against applicants on the basis of race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability, veteran status, genetic information or any other legally protected characteristic. Please direct any complaints about the application process to the District's Administrator.

**PERSONAL DATA:**

\_\_\_\_\_  
(Last Name) (First Name) (Middle Initial)

\_\_\_\_\_  
(Street Address, RFD, or P.O. Box)

\_\_\_\_\_  
(City) (State) (Zip Code)

Phone Numbers: ( ) \_\_\_\_\_ Social Security Number: \_\_\_\_\_

( ) \_\_\_\_\_ Position(s) Applied For: \_\_\_\_\_

E-mail Address (optional): \_\_\_\_\_

When would you be available to start work? \_\_\_\_\_

Check each type of work you will accept: \_\_\_\_\_ Regular \_\_\_\_\_ Temporary \_\_\_\_\_ Full Time \_\_\_\_\_ Part Time

Have you filed an application here before? \_\_\_\_\_ Yes \_\_\_\_\_ No Date \_\_\_\_\_

Have you ever been employed here before? \_\_\_\_\_ Yes \_\_\_\_\_ No Date \_\_\_\_\_

Are you or your spouse related to any other officer of this employer? \_\_\_\_\_ Yes \_\_\_\_\_ No

Minimum acceptable salary: \$ \_\_\_\_\_ per \_\_\_\_\_

	GPA	Major Fields	

**SKILLS:** Please indicate (X) your experience/skills/abilities in the following areas:

<b>Typing Speed:</b> ___ below 40 wpm ___ 40-49 wpm ___ 50-59 wpm ___ 60-69 wpm ___ above 70 wpm	<b>Skills:</b> ___ 10-Key by touch ___ Excel ___ Word ___ Publisher ___ Power Point ___ Other Word Processing ___ Other Software ___ Shorthand; speed _____ ___ Court Reporting ___ Other: _____ _____	<b>Clerical Experience:</b> ___ Receptionist ___ Data Entry ___ Bookkeeping ___ Filing ___ Purchasing ___ Secretarial ___ Records Management ___ Cashier (electronic) ___ Other _____ _____	<b>No. of Years:</b> _____ _____ _____ _____ _____ _____ _____ _____ _____
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**ADDITIONAL INFORMATION:**

By law, you must be authorized to work in the United States in order to be employed by this employer and be able to produce appropriate documents establishing your identity and employment eligibility as required by the United States Employment Eligibility and Verification Form I-9.

If you can produce appropriate identification and work eligibility documents please check this box:

Have you ever pled guilty, pled no contest, or been convicted of a felony or other crime? \_\_\_ Yes \_\_\_ No

If yes, please confirm the date and county of the plea or conviction, and the nature of the offense on reverse side of page. (You may omit convictions for minor traffic violations unless the position for which you are applying requires the operation of a motor vehicle. A plea or conviction will not result in your automatic disqualification for employment. The seriousness of the crime, the date of the plea or conviction, and the relevance of the crime to the job duties will be considered.)

If the position for which you are applying requires the operation of a motor vehicle, do you have a current Texas Driver's License?  
 \_\_\_ Yes \_\_\_ No

Type of License:    \_\_\_ Operator    License No. \_\_\_\_\_  
                           \_\_\_ Commercial    License No. \_\_\_\_\_  
                           \_\_\_ Chauffeur    License No. \_\_\_\_\_

**REFERENCES:**

List three persons not related to you who are qualified to describe your capabilities for the position you seek.

Name	Address	Phone Number	Occupation

I certify that the statements and information contained herein are true, complete, and correct to the best of my knowledge, and I authorize any former employer to release to this employer or its authorized representative any and all employment records and other information it may have about my employment. I understand that the information will be used for the purpose of evaluating my application for employment and that I am responsible for providing legal document verifying my identity and eligibility for employment. In addition, I understand that, if selected for an interview, true copies of all degrees, certificates, or licenses listed on this application will be required before an employment decision can be made.

A photocopy of this authorization shall be as valid as the original.

I understand and agree that, if hired, my employment is for no definite period and may, regardless of the date of payment of wages and salary, be terminated at any time, and that intentional misrepresentation on my application or during the interview process will subject me to immediate discharge.

I also understand that only written representations and promises of this employer will be enforceable.

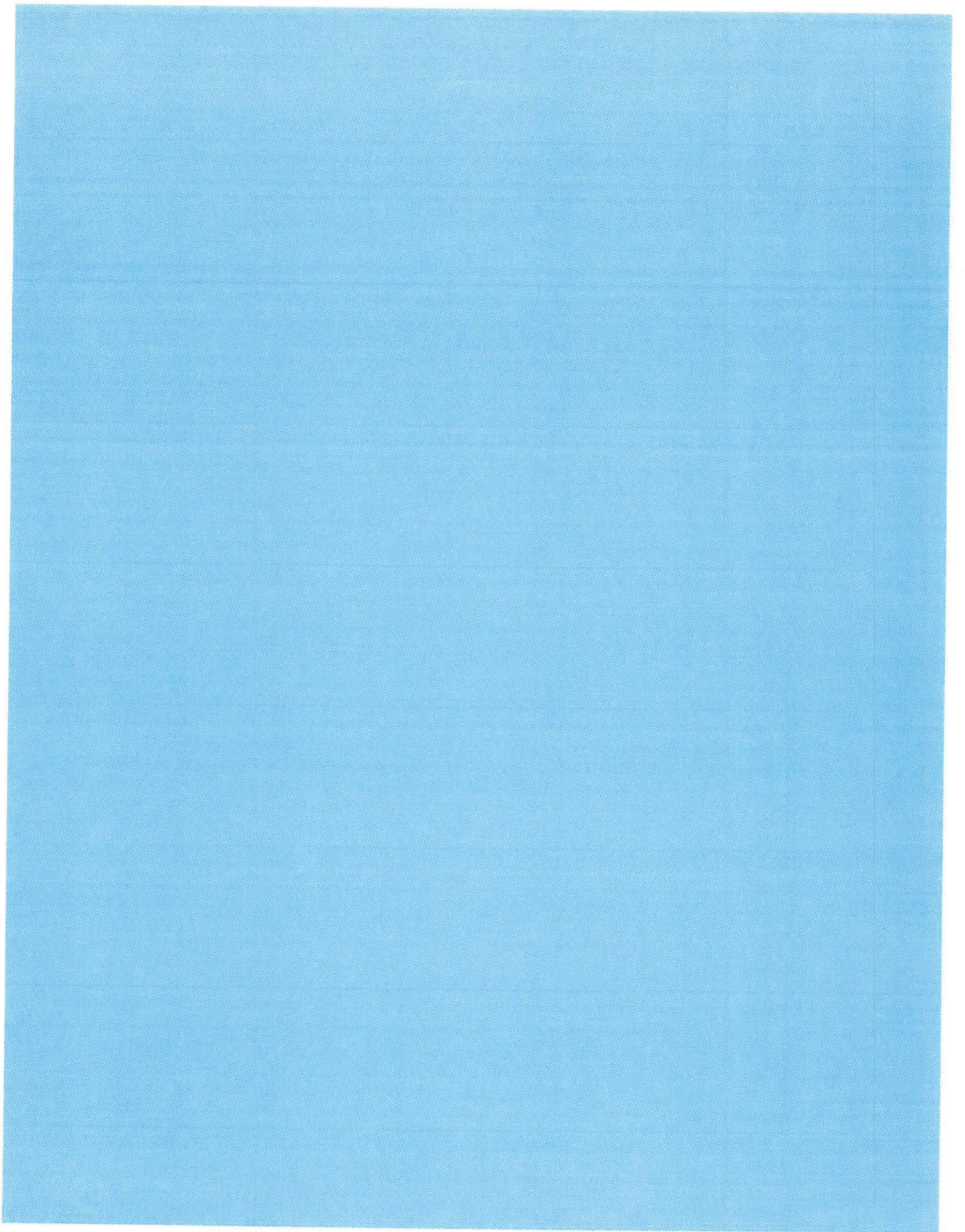
Date: \_\_\_\_\_ Signature of Applicant: \_\_\_\_\_

**EMPLOYMENT EXPERIENCE:**

List each position held. Start with your present or most recent assignment and work backward. If you need additional space, please continue on separate sheet(s) of paper. In the column at the right, describe your assignments. Attach additional sheets as necessary.

May inquiry be made of your present employer?  Yes  No

<b>Employer:</b>	<b>Dates:</b> From: To:
<b>Phone No:</b>	
Address	Summary of Job Duties:
Job Title	
Supervisor	
Reason for Leaving	Starting Salary: Ending Salary:
<b>Employer:</b>	<b>Dates:</b> From: To:
<b>Phone No:</b>	
Address	Summary of Job Duties:
Job Title	
Supervisor	
Reason for Leaving	Starting Salary: Ending Salary:
<b>Employer:</b>	<b>Dates:</b> From: To:
<b>Phone No:</b>	
Address	Summary of Job Duties:
Job Title	
Supervisor	
Reason for Leaving	Starting Salary: Ending Salary:
<b>Employer:</b>	<b>Dates:</b> From: To:
<b>Phone No:</b>	
Address	Summary of Job Duties:
Job Title	
Supervisor	
Reason for Leaving	Starting Salary: Ending Salary:



## **Job Description: INDIGENT HEALTH CARE DIRECTOR**

### **Winnie-Stowell Hospital District**

#### **SALARY**

Full time position with benefits; salary dependent on qualifications and/or experience

#### **SUMMARY OF POSITION**

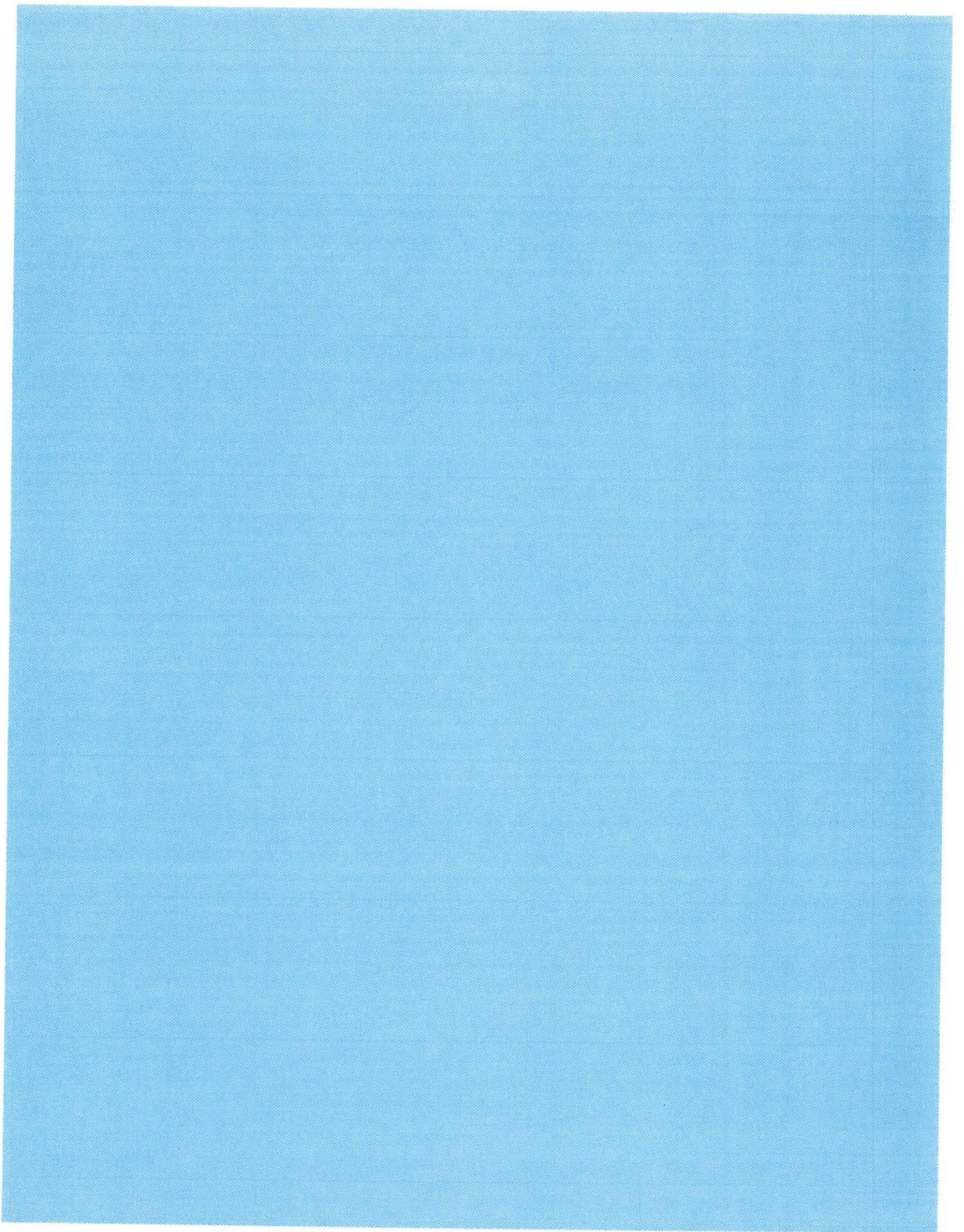
Manages day-to-day supervision and coordination of the activities of the Winnie-Stowell Hospital District's "(District's) Indigent Health Care Program ("Program").

#### **ACCEPTABLE TRAINING AND EXPERIENCE**

Bachelor's degree preferred.

#### **CONTACT PERSON**

For a full job description, please contact Sherrie Norris, District Administrator, at (409)296-1003 or (409)201-3922 or it can be picked up Commissioner Mark Huddleston's Office located at 211 Broadway, Winnie, Texas 77665; (409)296-8250.





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**Winnie-Stowell Hospital District**

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(409) 296-1003**

**Job Description: INDIGENT HEALTH CARE DIRECTOR**

**SALARY**

Full time position with benefits; salary dependent on qualifications or experience

**SUMMARY OF POSITION**

Manages day-to-day supervision and coordination of the activities of the Winnie Stowell Hospital District's "(District's) Indigent Health Care Program ("Program"), including, but not limited to:

- 1) Promote the Indigent Health Care Program as set forth in Chapter 61 of the Texas Health and Safety Code inside the District;
- 2) Assist applicants with filing for the Program; determine applicant eligibility for the Program;
- 3) Facilitate the health care needs of Program participants ("Clients");
- 4) Evaluate District's Program Policy and Procedures and make suggested changes, if needed;
- 5) Approving payments of claims;
- 6) Prepare budget for Program;
- 7) Maintains Program records, including personnel information, medical and grant contracts, payroll, budget, annual reports, etc;
- 8) Provide monthly reports to the District's Board on the status of the Program and any issues with the Program; and
- 9) Develop additional Health Care resources for the District's need (e.g. Federally Qualified Health Clinic and or School Based Federally Qualified Health Clinic)

**ORGANIZATIONAL RELATIONSHIPS**

1. Reports to: District's Board of Directors
2. Other: Has contact with District's Board of Directors and Administrator, representatives of social service provider agencies or organizations, health care providers; program participants, and the general public.

\*for the purpose of compliance with the Americans with Disabilities Act (ADA)  
This job description does not take into account potential reasonable accommodations.

## **EXAMPLES OF WORK**

- Promote the Indigent Health Care Program inside of the District and increase awareness of the Program so that the District's citizens can participate in the Program;
- Oversees and coordinates the activities of the District's Indigent Health Care Program, including contracting with outside health care agencies to provide services to eligible clients, if necessary;
- Interviews Clients to assess their needs and establish their eligibility for indigent health care services;
- Refers Clients to other agencies as required, if necessary;
- Processes case files within the guidelines established by grants and other programs available to clients through the District's Indigent Health Care Policies and Providers;
- Resolves problems arising from Clients or health care providers as necessary;
- Authorizes and processes claims for payment for CIHCP services;
- Establishes procedures for office and Client relationships;
- Prepares and submits grant proposals to assist county residents with social services and administers any grants received, including performing accounting tasks and ensuring compliance with contract agreements;
- Administers Indigent Health Care budget to ensure effective utilization of available funds within established guidelines and agreements;
- Prepares and submits financial, activity, and other reports to District's Board of Directors on a monthly basis or as required by the appropriate agencies;
- Travels to different locations within the District, as necessary to administer programs, grants, etc., or to assist clients; and travel within the State of Texas for educational seminars;
- Orders necessary equipment and supplies to ensure efficient office operations.
- Maintains thorough knowledge and ability to carry out the policy guidelines of the Texas Department of State Health Services to maintain a county health care program that complies with Chapter 61 state mandated Indigent Health Care and Treatment Act; (by attending continuing education classes)
- Review, authorizes and processes claims for payment for Indigent Health Care;
- Administrator the Winnie Stowell Hospital District Health Care Program. Must maintain knowledge of their program guidelines, interview clients, process case files, review, authorize, and process claims, and bill and request payment for services paid for and rendered.
- Processes referrals and authorizations to appropriate medical facilities.
- Performs such other related duties as may be assigned.

### **Job Description: Indigent Health Care Coordinator**

## **REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES**

*Knowledge of:* social service agencies and programs; standard office management procedures; current basic accounting practices and procedures; and interviewing techniques.

*Skill/Ability to:* train, supervise, motivate, and evaluate staff and Clients; make appropriate referrals for social services; prepare complete and accurate records and reports; demonstrate proficiency in both oral and written communication, including ability to communicate with people from varying socioeconomic and situational backgrounds; operate standard office equipment, including typewriter, calculator, and computer using standard word processing software; and establish and maintain effective working relationships with staff, clients, other county employees or officials, representatives of other social service agencies, and the general public.

*Skill/Ability to:* train, supervise, motivate, and evaluate staff and Clients; make decisions in accordance with established departmental rules, regulations, and statutes; maintain complex records and files; prepare technical, legal, or statistical reports; make sound decisions in stressful situations; make appropriate referrals; prepare complete and accurate records and reports; work cases in an efficient and timely manner; demonstrate proficiency in both oral and written communication including ability to communicate with people from varying socioeconomic and situational backgrounds; operate standard office equipment, including typewriter, calculator, and computer using standard word processing software; and establish and maintain effective working relationships with staff, clients, other county employees or officials, representatives of other local, state, and/or federal agencies, and the general public.

## **ACCEPTABLE TRAINING AND EXPERIENCE**

Bachelor's degree preferred.

## **CERTIFICATES AND LICENSES REQUIRED**

Appropriate Texas driver's license or available alternate means of transportation.