

Exhibit A

David Sticker & Co. PC
Certified Public Accountants
2180 Eastex Freeway
Beaumont, Texas 77703
(409) 899-3000

February 24, 2016

Board of Directors
Winnie-Stowell Hospital District

To the Directors:

You requested that we prepare the monthly financial statements of Winnie-Stowell Hospital District, which comprise the statement of revenues, expenses and changes in fund net assets and annual financial statements for the year ended December 31, 2016. Management has elected to omit substantially all of the disclosures required by accounting principles in the United States of America. We are pleased to confirm our acceptance of this engagement to prepare the financial statements of the Winnie-Stowell Hospital District by means of this letter.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion, or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or identify or disclose any wrongdoing within the entity of noncompliance with laws or regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to my undertaking the engagement to prepare your financial statements in accordance with SSARSs:

The selection of the accounting principles generally accepted in the United States of America as financial reporting framework to be applied in the preparation of financial statements.

- The design, implementation, and maintenance of internal control relevant to the preparation of financial statements that are free from material misstatement, whether due from fraud or error
- The prevention and detection of fraud
- To ensure that the entity complies with the laws and regulations applicable to its activities
- The accuracy and completeness of the records, documents, explanations, and other information, including significant judgements, you provide to me for the engagement to prepare financial statements.
- To provide us with:
 - Documentation, and other related information that is relevant to the preparation of the financial statements.
 - Additional information that may be requested for the purpose of the preparation of the financial statements.
 - Unrestricted access to persons within your company to whom I determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Relevant Information

We will prepare payroll on a monthly basis and make all electronic payments for payroll taxes and prepare all monthly quarterly and yearly payroll reports for payroll.

We will maintain a general ledger for you and record all cash receipts and disbursements as they are submitted to us. We will balance the bank statement to the check register monthly.

We will attend no less than four board meetings during the year.

Assistance with budgeting process.

We estimate that our fees for these service will be range from \$650 to \$750 monthly.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with the arrangements for our engagement to prepare the financial statements described herein, and our respective responsibilities.

Sincerely,

David Sticker, CPA

Acknowledged:

Winnie-Stowell Hospital District

Director _____

Date _____

Exhibit B

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
BBVA COMPASS BANK BUILDING
3535 CALDER AVENUE, SUITE 300

Hubert Oxford, IV

BEAUMONT, TEXAS 77706
TELEPHONE: (409) 833-9182
FAX: (409) 833-8819

hoxfordiv@benoxford.com

February 25, 2016

Mr. Elroy Henry, President
Winnie Stowell Hospital District
825 State Hwy 124
Winnie Texas 77665

Re: Winnie Stowell Hospital District; Invoice for December 2015; Our File No. 87250.

Dear President Henry,

Attached, please find the invoice for work performed during the month of December 2015. The total amount of this invoice is \$24,925.00. However, the amount owed to Benckenstein & Oxford, LLP has been reduced to \$21,450.00.

The reductions in the invoice are for the following:

- After a review of all time entries since August 2015 through December 2015, we discovered seven (7) time entries that should not have been included in the District's invoices. These invoices totaled \$2,475.00.
- Additionally, the District has already paid the retainer of \$1,000.00 for December and therefore, \$1,000.00 is to be struck from the invoice.

Otherwise, time spent in this bill is for a variety of issues. The issues worked on in the month of December 2015 was primarily attempting to resolve issues with raised by the District's Lender, Neches Capital, in order to satisfy the lender's demands that their loan proceeds remain in a secure position in the event the Lender is forced to remove control agreements on the District's Depository Accounts due to potential HUD loan requirements. As a result, I had to work extensively with the lender for the Genesis HUD loan to find a way to satisfy the demands of Neches Capital. As the Board knows, thankfully, we were able to resolve these concerns after adopting the Second Amended Wells Fargo Transfer Policy at the January 2016 Regular Meeting.

After you have had a chance to review this invoice, and if you find it in order, please draft a check payable to Benckenstein & Oxford, LLP in the amount of \$21,450.00. If you have any questions concerning the invoice, please do not hesitate to contact me.

Sincerely,
BENCKENSTEIN & OXFORD, L.L.P.

By: _____
Hubert Oxford, IV

HOIV/jr
Enclosure

Benckenstein & Oxford, L.L.P.

3535 Calder Avenue
Suite 300
Beaumont, TX 77706

February 24, 2016

Winnie-Stowell Hospital District
P.O. Box 1997
Winnie, TX 77665

INVOICE #: 47971 HOIV
Billed through: December 31, 2015
Client/Matter #: WSHD 87250

RE: Winnie-Stowell Hospital District

PROFESSIONAL SERVICES RENDERED

12/01/15	HOIV	Continued conducting research on Federal Anti-Assignment Rules and the impact these laws and rules have on the DACA agreements currently in place with Neches Capital.	2.00 hrs
12/01/15	HOIV	Worked on Genesis DACA and DAISHA agreement for review by Neches Capital and drafted an extensive e-mail to Neches Capital summarizing the issues and attempts to eliminate concerns of Neches Capital in order to secure their loan proceeds.	2.80 hrs
12/01/15	HOIV	Conference call with LTC Group; Genesis counsel; and counsel for Neches Capital to discuss Genesis DACA and DAISHA Agreement.	1.20 hrs
12/01/15	HOIV	Researched accounts receivable financing for Genesis HUD loans and the potential implementation of this financing arrangement for the District.	2.30 hrs
12/02/15	HOIV	Conference call with Lee Hughes of LTC and Neches Capital to discuss the DACA Agreement and DAISA Agreement changes made by Neches Capital to the documents presented by HUD Lender.	1.00 hrs
12/02/15	HOIV	Revised draft DACA and DAISA agreement prepared by Neches Capital and re-submitted the agreements to Neches Capital for review following conference call.	1.20 hrs
12/02/15	HOIV	Drafted e-mails to Genesis counsel and counsel for HUD Lender advising them of status of negotiations with Neches Capital.	0.80 hrs
12/02/15	HOIV	Revised cash flow chart for the HUD Loan process in order to demonstrate proposed theory to Neches Capital that the District agree to DAISA agreement as proposed and modifications submitted by Neches Capital for the HUD DACA agreement.	1.30 hrs
12/02/15	HOIV	Exchanged three e-mails with counsel for East Chambers ISD and two conference call with staff regarding proposed partnership ideas and meeting with the District to finalize partnership.	0.70 hrs
12/02/15	HOIV	Conference call with Josh Rodriguez regarding viability of the DACA Agreements on the District's Depository accounts.	0.70 hrs

Client-	WSHD 87250	Invoice # 47971	PAGE 2
12/03/15	HOIV	Researched and located Residential Bonds for Genesis and provided copies to Genesis personnel.	0.40 hrs
12/03/15	HOIV	Made revisions to proposed cash flow spreadsheet for Genesis HUD facilities to account for TAPNH and accounts receivable financing and distributed to Genesis counsel, Neches Capital, and LTC Group for review and consideration.	2.30 hrs
12/03/15	HOIV	Receipt and review of three e-mails regarding status of land sale and funding of programs between the District and East Chambers Independent School District.	0.60 hrs
12/03/15	HOIV	Status conference with Genesis regarding HUD Loans.	0.50 hrs
12/03/15	HOIV	Drafted extensive e-mail to LTC Group regarding the possibility of adding Neches Capital as a fourth party to the DACA and DAISA Agreement and legal issues prohibiting this possibility.	1.00 hrs
12/03/15	HOIV	Exchanged three e-mails with counsel for East Chambers ISD to set up meeting with the two entities in order to discuss sale of property and five projects funded by the District.	0.30 hrs
12/04/15	HOIV	Exchanged multiple conference calls with LTC Group and Neches Capital in order to resolve concerns involving HUD transactions and these transaction's impact on the District's Lender's loan proceeds.	1.60 hrs
12/04/15	HOIV	Worked with Sherrie Norris to reconcile April 2015 MPAP payment to create a spreadsheet that tracks checks received, pending, and outstanding from the various nursing homes.	2.50 hrs
12/04/15	HOIV	Exchanged three e-mails with Gary Klein, Caring Healthcare regarding private pay checks and had extensive conference call with Mr. Klein explaining the need to mail checks to District.	0.80 hrs
12/04/15	HOIV	Read and reviewed four e-mails regarding Monument Hill and criminal background checks.	0.40 hrs
12/07/15	HOIV	Conference call with HUD Lender's lawyer and lawyer for Genesis' and drafted extensive e-mail to Lee Hughes regarding his upcoming meeting with Neches Capital explaining the history of the relationship with Neches Capital as well as Neches Capital's existing secured position; and the impact of this position by HUD Loans.	4.50 hrs
12/07/15	HOIV	Exchanged four (4) e-mails with counsel for Genesis regarding whether there was a waiting period to transfer funds after the DACA has been enforced by the HUD Lender.	0.70 hrs
12/07/15	HOIV	Worked on reconciliation spreadsheet for Caring Healthcare to receive payment for Elig. Period I, 1st Qtr. and worked with CPA and LTC to confirm the figures before recommending payment to Caring Healthcare.	1.30 hrs
12/07/15	HOIV	Exchange twelve (12) e-mails with Lee Hughes regarding Neches Capital and satisfying the Lender's demands for future nursing home loans.	1.20 hrs
12/08/15	HOIV	Conference call with LTC Group regarding Neches Capital and securing	0.70 hrs

Neches Capital's loan funds.

12/08/15	HOIV	Researched UCC 9.104 regarding control over depository accounts; enforcement of security agreements; and Chapter 9 bankruptcies involving municipalities.	3.50 hrs
12/08/15	HOIV	Drafted extensive e-mail to Josh Rodriguez with Wells Fargo explaining Managed Care Program; payments from MCOS; and the legal questions concerning whether payments by MCO's are payment of federal funds for Medicaid.	1.80 hrs
12/08/15	HOIV	Made revisions to DACA and DAISA per conference call and e-mailed the changes to Genesis HUD Lender's counsel.	1.20 hrs
12/08/15	HOIV	Participated in conference call for TAPHN.	0.50 hrs
12/09/15	HOIV	Continued extensive exchange of e-mails and conference calls with LTC Group regarding the continued relationship between the District and Neches Capital to explore whether there is any way to maintain the relationship in the future in light of the Genesis HUD loans.	3.00 hrs
12/09/15	HOIV	Worked with staff and CPA to confirm payment to LTC for May 2016 invoice.	0.40 hrs
12/09/15	HOIV	Exchanged multiple e-mails with Genesis Counsel regarding the effects of a Bankruptcy on the District's lender's lien if the lien can be perfected and if the lien cannot be perfected due to the lack of a control agreement on the District's depository accounts at Wells Fargo.	2.30 hrs
12/09/15	HOIV	Exchanged five (5) e-mails with the LTC Group, District's CPA, and Staff regarding the reconciliation for Caring Healthcare's incentive payment resulting from receipt of MPAP funds.	0.60 hrs
12/09/15	HOIV	Worked with staff on drafting agenda for upcoming Regular Meeting.	0.30 hrs
12/09/15	HOIV	Drafted e-mail to Board and staff advising them of concerns with the District Nursing Home Lender and the status of discussions between Lender and the HUD Lender.	0.80 hrs
12/10/15	HOIV	Exchanged ten (10) e-mails and three (3) conference calls with LTC Group about the status of District's Lender's continued support of the District and alternative lenders.	1.30 hrs
12/10/15	HOIV	Revised DACA and DAISA Agreements as originally presented with several exceptions in light of potential agreement with the District's Lender to deposit MPAP checks directly into the District's Interbank account; and submitted these changes by e-mail to Genesis HUD Lender.	1.20 hrs
12/10/15	HOIV	Participated in multiple conference calls with LTC Group and exchanged twelve (12) e-mails with the LTC Group to discuss alternative deposit methods of MPAP funds to satisfy Lender's concerns for securing loan proceeds.	2.80 hrs
12/10/15	HOIV	Drafted extensive e-mail to Neches Capital counsel following meeting with the LTC Group and calls with the LTC Group regarding payment method of MPAP funds to provide an alternative solution for the issues concerning	1.70 hrs

depository accounts, HUD Loans, securing capital, and control agreements.

12/10/15	HOIV	Researched cases to evaluate the law on bankruptcy court's ability to assign Medicare funds to an un-secure creditor.	1.40 hrs
12/11/15	HOIV	Read and reviewed draft QIPP paper submitted to CMS by the Texas Health and Human Services Commission.	1.10 hrs
12/11/15	HOIV	Exchanged two e-mails with Wells Fargo and HUD Lender regarding proposed DACA and DAISA Agreement.	0.20 hrs
12/14/15	HOIV	Reviewed changes to the DACA Agreement prepared by Blair Schiff and made revisions and re-submitted for his review.	1.30 hrs
12/14/15	HOIV	Received revised drafts of DACA and DAISA agreement from Genesis HUD Lender and compared the drafts to prior drafts submitted and made changes accordingly.	1.40 hrs
12/14/15	HOIV	Located surety bonds for Genesis facilities and responded to e-mail from Genesis requesting Surety Bonds.	0.70 hrs
12/15/15	HOIV	Participated in weekly TAPNH conference call.	0.60 hrs
12/15/15	HOIV	Conference call with Genesis HUD Lender Counsel regarding questions concerning DACA and DAISA as proposed by HUD Lender.	0.40 hrs
12/15/15	HOIV	Conference call with Wells Fargo DACA department in California to discuss proposed DACA and DAISA Genesis HUD loan.	0.40 hrs
12/15/15	HOIV	Exchanged ten (10) e-mails with local counsel and staff regarding Sedgwick invoices.	0.70 hrs
12/15/15	HOIV	Exchanged six (6) e-mails following conference call with Genesis HUD Counsel explaining the changes to DACA and DAISA Agreement to Wells Fargo DACA department, LTC Group, and Neches Capital, then conducted follow up conference calls with LTC Group and Neches Capital concerning issue raised as a result of the e-mail explanation.	2.80 hrs
12/16/15	HOIV	Conference call with Genesis regarding QIPP program.	0.70 hrs
12/16/15	HOIV	Prepare for and attend Regular Monthly Meeting.	5.00 hrs
12/16/15	HOIV	Drafted minutes for November Regular Meeting and made revisions to draft.	1.50 hrs
12/16/15	HOIV	Exchanged twelve (12) e-mails with LTC Group concerning status of verification of e-mails with MCO's on payment methods of future MPAP funds.	1.30 hrs
12/16/15	HOIV	Conference call with Genesis staff and LTC Group to get an update on QIPP program.	0.90 hrs
12/16/15	HOIV	Exchanged four e-mails and two conference calls with District's nursing home lender to verify lender understood potential solution to HUD Lender security agreement and control agreement and to secure lender's tentative approval.	0.80 hrs
12/16/15	HOIV	Drafted 2nd Amended Transfer Procedures to account for MPAP check	1.40 hrs

		deposit solution for review by Neches Capital in anticipation of the Regular Meeting.	
12/16/15	HOIV	Exchanged six e-mails to Genesis HUD loan team conveying conversation with Wells Fargo DACA department and explained Wells Fargo's position as to carving out funds and the need to terminate existing depository accounts at the time that the proposed DACA and DAISA Agreements go into effect.	1.40 hrs
12/17/15	HOIV	Conference call with counsel for Hospital updating him on transactions between Hospital District and East Chambers ISD.	0.40 hrs
12/17/15	HOIV	Made final revisions to DACA and DAISA Agreements following conference call with Genesis HUD Loan group to be submitted and reviewed by HUD and HUD lender and gathered other remaining documents to be submitted with application as requested by the HUD Loan Group.	1.80 hrs
12/17/15	HOIV	Participated in conference call with Genesis to discuss status of HUD Loans.	0.60 hrs
12/17/15	HOIV	Drafted extensive e-mail to Board following Regular Board meeting to discuss events that occurred at the Board meeting involving District's CPA and then replied to five (5) follow up e-mails from CPA regarding the same.	2.30 hrs
12/17/15	HOIV	Drafted e-mail to Genesis advising them of the Board's decision to hold payments to Genesis for Quality Incentive fees until the District receives	0.30 hrs
12/18/15	HOIV	Received Public Information Request from citizen; gathered documents and prepared a draft response for approval by the Board.	1.30 hrs
12/21/15	HOIV	Received spreadsheet from the State of Texas advising of IGT refund for Eligibility Period 1 and conveyed summaries of the spreadsheet to clients and counsel for District's Lender advising them of the need to deposit these funds in the District's Interbank account to assist in repayment of Loan 5.	1.30 hrs
12/22/15	HOIV	Conference call with Region 2 representative regarding DISRIP funds and projects funded by the Hospital District through the Indigent Care agreement to determine whether the projects would qualify for future DISRIP funds.	0.30 hrs
12/22/15	HOIV	Exchanged six e-mails with the LTC Group regarding issues with QIPP program requesting an explanation as the feasibility of this program for the District.	0.60 hrs
12/22/15	HOIV	Exchanged six (6) e-mails with employee at the HHSC and Brandon Durbin regarding the possibility of having to return to the State of Texas a portion of the IGT excess funds in order to assist in the reconciliation of the funds.	0.70 hrs
12/23/15	HOIV	Conference call and six follow up e-mails with counsel for Genesis HUD Lender to discuss questions and concerns HUD lender had following his conversation with Wells Fargo regarding proposed final DACA and DAISA agreement.	1.00 hrs
12/23/15	HOIV	Conference call with the District's nursing home lender to discuss second amended transfer procedures; revised transfer procedures pursuant to conference call and e-mailed the same to lender for review and approval.	1.40 hrs
12/28/15	HOIV	Received e-mails with LTC Group and staff advising of the receipt of incoming MPAP funds for Eligibility Period 1, 2nd Qtr. and prepared	1.60 hrs

summary for Lender to advise Lender of receipt of funds; manner funds were received; date funds will be deposited into Interbank; and amounts due to Interbank as well as current balance in account.

12/28/15	HOIV	Receipt and review of Neches Capital's suggested changes to the 2nd Amended Transfer Policy and exchanged two extensive e-mails explaining why the District could not adopt the requested changes.	2.50 hrs
12/28/15	HOIV	Re-reviewed Sub-Operator Agreement and made changes to the Agreement to account for language removed from the DACA and DAISA agreement pursuant to Wells Fargo requirements and then negotiated Sub-Operator Agreement with Genesis HUD Lender by way of multiple conference calls in order to finalize Genesis HUD transaction.	1.90 hrs
12/29/15	HOIV	Conference call with CPA and LTC Group regarding Second Amended Transfer Policy as recommended by District counsel.	0.40 hrs
12/29/15	HOIV	Drafted extensive e-mail to Neches Capital and exchanged eight (8) e-mails afterwards with Neches Capital and LTC discussing proposed changes made by Neches Capital to District's proposed policy.	1.60 hrs
12/29/15	HOIV	Received e-mail from the State of Texas advising of payment June MPAP payment and then exchanged eight (8) e-mails from Neches Capital inquiring as to the status transferring these funds to the District's Interbank account.	0.90 hrs
12/30/15	HOIV	Exchanged six (6) e-mails with LTC Group and the District's CPA regarding the excess funds.	0.60 hrs
		Total fees for this matter	\$24,925.00

BILLING SUMMARY:

Oxford, IV Hubert 99.70 hrs @ \$250.00 /hr \$24,925.00

TOTAL FEES \$24,925.00

TOTAL CHARGES FOR THIS INVOICE \$24,925.00

PROFESSIONAL DISCOUNT = \$1,000.00 CR

Incorrect Time Entries - 2,475.00

TOTAL BALANCE NOW DUE \$23,925.00

21,450.00

Federal ID# 74-1646478

Invoice Terms: Net 10 Days Upon Receipt

Please Reference Invoice Number on Your Check

Exhibit C

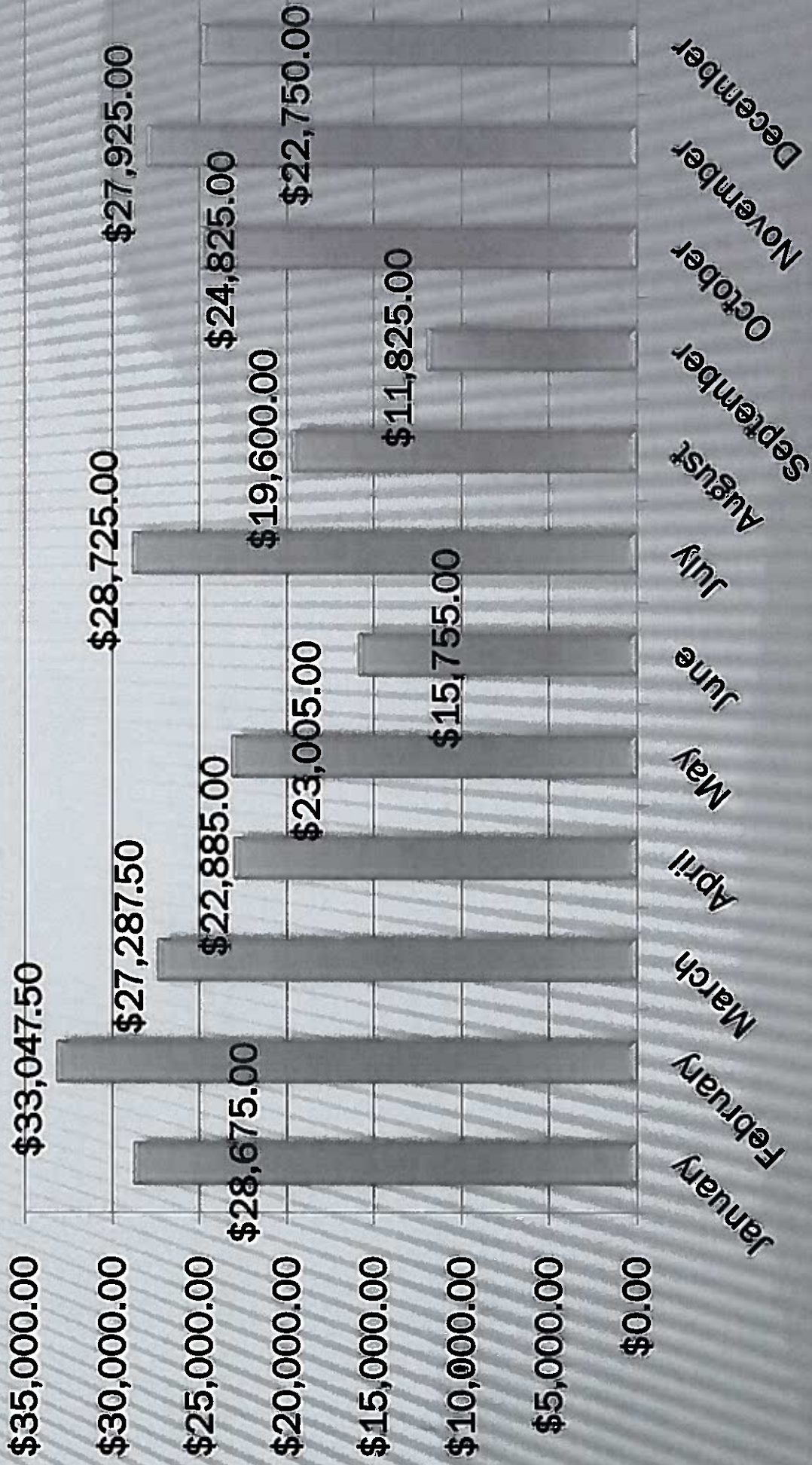
WSHD

Benckenstein & Oxford, LLP

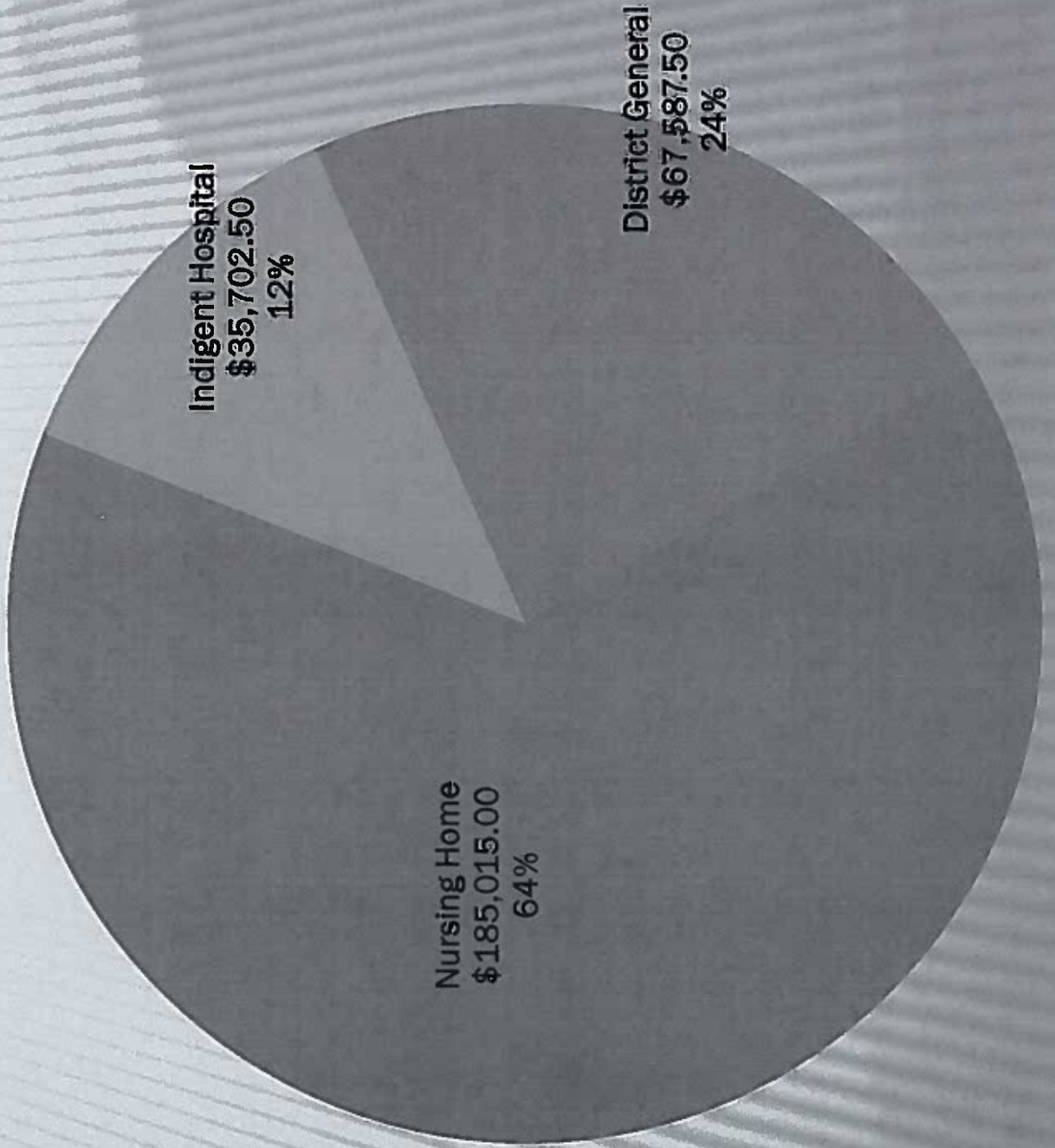
2015 LEGAL FEE SUMMARY

2015 Monthly Legal Fees

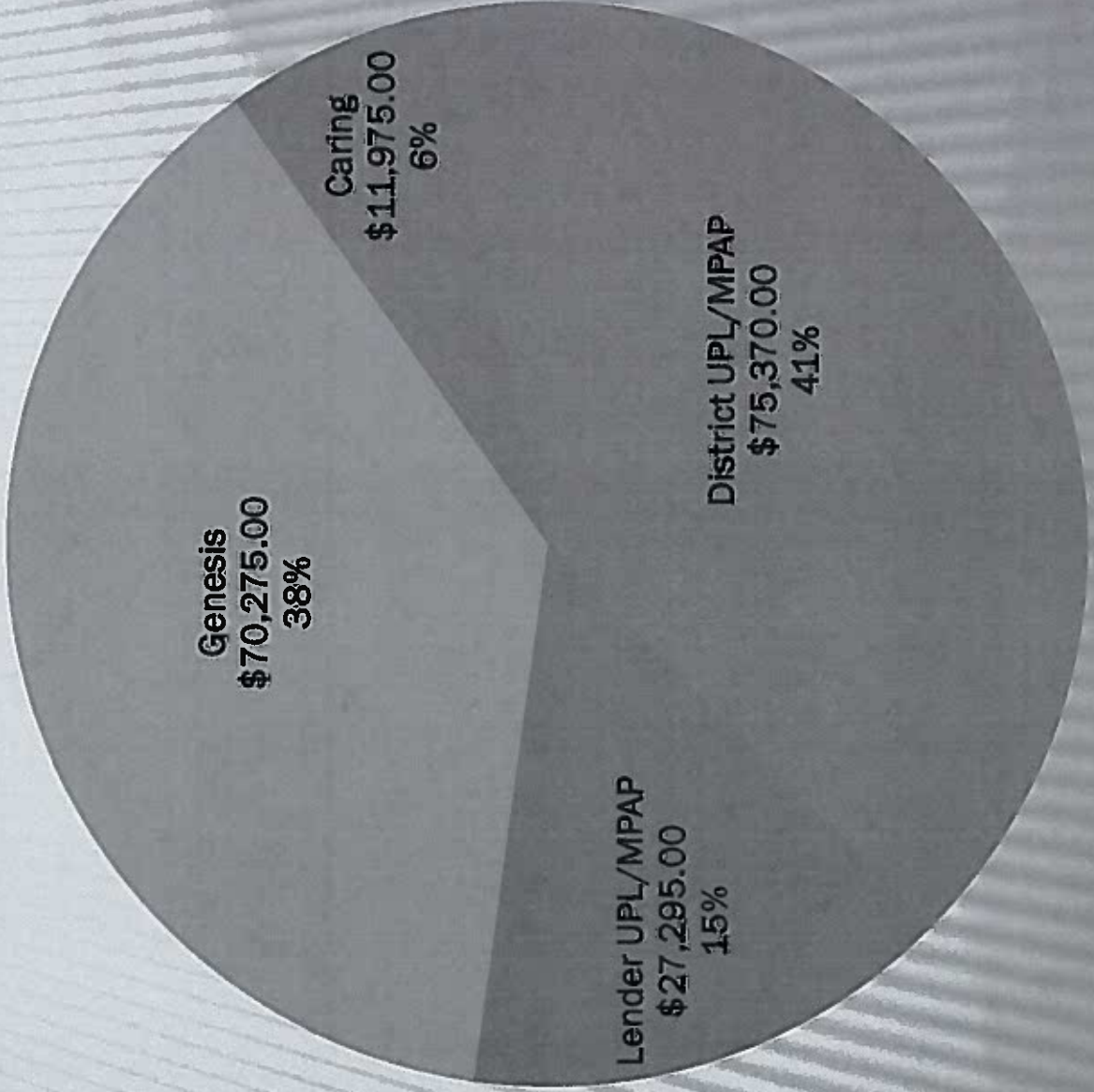
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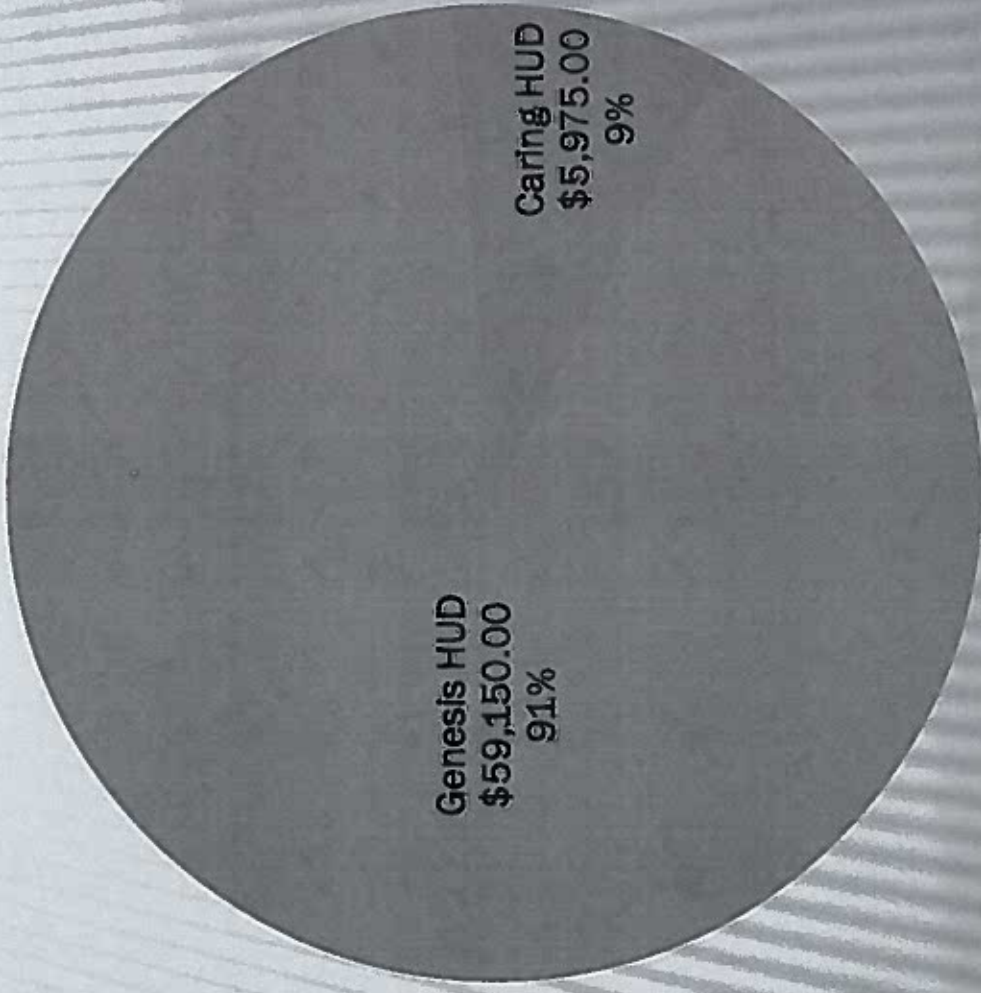
**2015 Legal Fees
\$288,305.00**



Nursing Home Legal Cost
\$185,015.00



**Nursing Home HUD Cost
\$65,125.00**



**Genesis HUD
\$59,150.00
91%**

**Caring HUD
\$5,975.00
9%**