

# **Exhibit “A”**





PUBLIC PARTICIPATION FORM  
FOR  
WINNIE STOWELL HOSPITAL DISTRICT

Public Comment Only

Agenda Item

Instruction: Fill out all appropriate blanks and present to the District's Administrator prior to the time that the Agenda Item(s) you wish to address are discussed. If you have material or documents for the Court, please make sure you have one for the Clerk to ensure that it is put into the record.

Name: Janet Bergeron

Address: 1602 McBride Devillier Loop

Phone #: 713-302-4430

Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Work Phone#: \_\_\_\_\_

Do you represent any particular group or organization? Yes  No

If you represent a group or organization, please state the name, address and telephone number of such group or organization.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Which agenda Item(s) do you wish to address? 15

a. ER/Helipad For  Against

b. \_\_\_\_\_ For  Against

c. \_\_\_\_\_ For  Against

Janet Bergeron  
Signature

9-6-17  
Date

NOTE: This Public Participation Form must be presented to the District's Administrator prior to the time the agenda item(s) are discussed. As stated in the District's Public Comment Policy, Speakers will be limited to 3 Minutes and can address specific item(s) on the agenda.

# **Exhibit “B-1”**

ADOPTED: AUGUST 30, 2017

**BANK DEPOSITORY AGREEMENT**

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF CHAMBERS**       §

THIS BANK DEPOSITORY AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Winnie Stowell Hospital District (“WSHD”), a political subdivision of the State of Texas (the “District”), and Texas First Bank, a Texas state-chartered bank (the “Bank”).

RECITALS:

WHEREAS, the District has designated the Bank as a depository for certain funds of the District; and

WHEREAS, the District requires continuous security for all funds deposited with the Bank; and

WHEREAS, the Bank is a member of the Federal Deposit Insurance Corporation and, under the terms of the Federal Deposit Insurance Act, funds deposited with the Bank are insured to the extent of at least the amounts established by Federal law; and

WHEREAS, the Bank has agreed to secure deposits of the District with securities which are acceptable as collateral under the Public Funds Collateral Act (Texas Government Code Chapter 2257) and the District’s Investment Policy, both as amended from time to time (collectively, “Approved Securities”) with an aggregate market value, increased by accrued interest, at least equal at all times to the amount of funds of the District on deposit with the Bank in excess of the amounts insured by the Federal Deposit Insurance Corporation or its successor, which Approved Securities will be pledged to the District; and

WHEREAS, the District and the Bank wish to enter into a written agreement, setting forth the terms and conditions upon which the Bank will transfer funds from the account of the District upon telephonic, telegraphic, oral or written instructions for the transfer of funds of the District;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. The Bank represents and warrants that it is a member of the Federal Deposit Insurance Corporation and, under the terms of the Federal Deposit Insurance Act, funds deposited with the Bank are insured to the extent of at least the amounts established by Federal law

Section 2. The Bank shall secure all deposits of the District with Approved Securities having a market value at all times equal to or greater than the funds of the District on deposit with the Bank, to the extent the funds are not insured by the Federal Deposit Insurance Corporation or its successor. The Approved Securities shall be deposited and pledged in safekeeping at another reputable bank or banks that have safekeeping accounts for the Bank or at a trust or safekeeping department within the Bank. The Bank shall: maintain a separate, accurate, and complete record relating to a pledged investment security, a deposit of District funds, and a transaction related to a pledged investment security; furnish a written schedule of the deposited and pledged securities to the District on a monthly basis; and, ensure that the any banks holding such deposited and pledged securities in safekeeping furnish the District with appropriate safekeeping receipts.

Section 3. The Approved Securities shall be pledged to secure the payment in full upon demand of any demand deposits of the District in the Bank and the payment in full at maturity or after the expiration of the period of required notice of all time or savings deposits in the Bank. Upon such demand, maturity, or notice, the Bank shall faithfully pay over to the District or any successor bank all balances remaining in the accounts, and, upon this payment, the Approved Securities shall be released. Upon default in payment by the Bank and after giving five days' written notice to the Bank of the default, the District has all of the rights of a secured party under the Uniform Commercial Code with respect to pledged bonds.

Section 3. If the Bank desires to sell or otherwise dispose of one or more of the Approved Securities held in pledge, it may, subject to the approval of the District, substitute for any one or more of the Approved Securities other securities of the same character and amount, and this right of substitution will remain in full force and may be exercised by the Bank as often as it may desire to sell or otherwise dispose of any original or substitute securities; provided, however, that the aggregate amount of the Approved Securities held in pledge will always be such that the aggregate market value thereof is at least equal to the amount of the deposits increased by accrued interest and decreased by the amount insured by the Federal Deposit Insurance Corporation.

Section 4. If, at any time, the Approved Securities held in pledge have an aggregate market value in excess of the sum on deposit, as increased by accrued interest and decreased by the amount insured by the Federal Deposit Insurance Corporation, then the Bank will have the right to withdraw securities equal in amount to the amount of the excess. In the event of withdrawal, the Bank will promptly notify the District.

Section 5. When the Bank has paid out present and future deposits of the District to the extent that the amount that remains on deposit, including accrued interest, is less than the amount insured by the Federal Deposit Insurance Corporation, the Bank may withdraw all securities held in pledge under this agreement, but prompt notice of the withdrawal must be given to the District.

Section 6. The Bank is hereby authorized to honor, execute, and charge to the District's account at the Bank telephonic requests or orders for the transfer of funds of the

District when these requests are received from the authorized representatives of the District specified below and when the requests or orders are for the sole purpose of transferring funds of the District from one District account to another District Account within the Bank. "District Account" means any account opened in the name of the District, with a signature card on file requiring the signatures of two members of the Board of Commissioners on any check or draft issued.

Section 7. The following District board members ("Authorized Representatives") are hereby authorized to issue orders for the transfer of funds of the District under Section 6 of this agreement:

Ed Murrell,	President
Jeff Rollo,	Vice-President
Raul Espinosa,	Secretary
Sharon Burgess,	Director
Anthony Stramecki,	Director

The District, upon affirmative vote of at least three commissioners in a public meeting, may from time to time amend this list of Authorized Representatives at its sole discretion. The District will provide the Bank notice of any amendment.

Section 8. The District will supply to the Bank any other information that the Bank may reasonably request, including, but not limited to, money amounts, accounts affected, date of transfer, supplemental instructions and further evidence of any representative's authority to transfer funds or to do any other act contemplated under these procedures. The Bank will assign the District a Security Code Number which Authorized Representatives will use when requesting the Bank to make funds transfers as authorized hereunder.

Section 9. Bank services will be priced in accordance with the Bank's published Commercial Account Service Charge Schedule and other published price lists. A monthly account analysis will be provided by Bank itemizing services rendered and the price of the services. If net available balances maintained are not sufficient to cover cost of services rendered, Bank will charge the District's account for the deficit. Notwithstanding the above, the Bank shall not charge for the written schedule required by Section 1, above.

Included in and required as part of the duties to be provided by the Bank to the District are the following:

1. Preparation of monthly statements showing debits and credits.
2. Preparation of all accounts, reports and records as needed for audits.
3. Preparation of such other reports, accounts and records from time to time required by the District which are prepared and maintained during Bank's normal course of business.



The Bank shall charge the District at the prevailing rate applicable to other Public Fund customers for furnishing the quantity, quality and type of checks necessary for the District's use during the period for which this agreement is effective.

Section 10. Each of the parties reserves the right to cancel and terminate this Agreement by giving at least 30 days' written notice, by certified mail, to the other party. In such event, this Agreement shall terminate at the expiration of the 30-day notice period.

Section 11. Nothing contained herein shall be construed to contravene the National Banking Laws or the rules and regulations promulgated from time to time by the Comptroller of the Currency.

IN TESTIMONY WHEREOF, the parties have executed this agreement in duplicate original by and through the undersigned, their respective duly authorized officers.

**WINNIE STOWELL HOSPITAL DISTRICT  
("WSHD")**

By: \_\_\_\_\_  
\_\_\_\_\_, President  
Board of Commissioners

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, Director  
Board of Commissioners

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# **Exhibit “B-2”**

ADOPTED: AUGUST 30, 2017

**RESOLUTION ADOPTING INVESTMENT POLICY, STRATEGIES,  
GUIDELINES AND MANAGEMENT PRACTICES FOR  
WINNIE STOWELL HOSPITAL DISTRICT**

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF CHAMBERS**       §

WHEREAS, Winnie Stowell Hospital District (“WSHD”) is a political subdivision of the State of Texas, created and operating under Chapter 286, Texas Health & Safety Code (the “Code”); and

WHEREAS, Section 2256.005 of the Texas Government Code, (the “Public Funds Investment Act”), requires an hospital district to adopt an investment policy and investment strategies for each of the funds under its control; and

WHEREAS, the Board of Commissioners of WSHD desires to adopt an investment policy, strategies, guidelines and management practices for the District;

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF OF WSHD THAT THE FOLLOWING INVESTMENT POLICY, STRATEGIES, GUIDELINES AND MANAGEMENT PRACTICES ARE ADOPTED:

**ARTICLE I.  
DEFINITIONS**

- 1.01 Board. “Board” means the Board of Winnie Stowell Hospital District.
- 1.02 Commissioner. “Commissioner” means a person appointed to serve on the Board of the District.
- 1.03 District or WSHD. Either the term “District” or “WSHD” means Winnie Stowell Hospital District.
- 1.04 Investment Officer. “Investment Officer” means a person designated by the Board to handle District investments.

**ARTICLE II.  
INVESTMENT POLICY**

2.01 Purpose. This investment policy (“Investment Policy”) is adopted in order to comply with the Public Funds Investment Act and to set forth: the general policies governing investment of District funds; the specific investment strategies applicable to each particular fund of the District; the guidelines for investment of District funds, including the types of investments authorized for District funds; and the investment management policies of the District.

2.02 Scope. This Investment Policy applies to all transactions involving the investment of assets of the District.

2.03 Policy. It is the policy of the District to invest and manage all available funds in compliance with all applicable legal requirements, including state and federal law, the guidelines stated in this Investment Policy, the District's Investment Strategy set forth in Article III, and in accordance with the restrictions in any District bond resolutions, including covenants with respect to the arbitrage regulations under the U.S. Internal Revenue Code. The District's investment portfolio will be planned and managed to take advantage of investment interest as a source of income from all operating and capital funds. All investments will be made with a primary emphasis on safety of principal and liquidity, while also addressing investment diversification, yield and maturity, and the quality and capability of investment management. Notwithstanding the foregoing, investment of District funds is limited to the types of investments set forth in Section 4.02.

2.04 Standard of Care. District investments will be made with the exercise of judgment and care, under circumstances then prevailing, that persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The District will seek to ensure that all persons involved in the investment process act responsibly and in accordance with the following investment objectives, in order of priority: 1) preservation and safety of principal; 2) liquidity; and 3) yield.

2.05 Representations and Authorized Instruments. Purchases and sales of District investments will only be initiated by an Investment Officer who is designated by resolution of the Board. The Board may, by resolution, authorize the Investment Officer to invest and reinvest funds of the District in accordance with this Investment Policy and the Investment Strategy. District funds will be invested only in those types of investments authorized under District bond resolutions, the Texas Public Funds Investment Act, as amended, the Texas Health & Safety Code and other applicable state law.

2.06 Collateralization. Funds held at a bank or trust company that are not invested, at a minimum, must be collateralized by collateral securities set forth in the Texas Public Funds Collateral Act (Texas Government Code, Chapter 2257), as amended, to the extent not covered by the Federal Deposit Insurance Corporation (FDIC), the Federal Savings and Loan Insurance Corporation (FSLIC), or their successors. The total market value of the collateral securing uninsured deposits maintained by the District will at all times be not less than 110% of the amount of such insured deposits.

2.07 Review. Compliance of District investments with this Investment Policy will be regularly monitored. This Investment Policy and investment performance and security will be reviewed and evaluated at least annually by the Board, or more frequently upon the request of any Commissioner.

### ARTICLE III. INVESTMENT STRATEGY

3.01 Purpose. The purpose of this Article is to provide an investment strategy for each fund or group of funds under the District's control.

3.02 Investment Objectives Applicable to All Funds. The District's overall objectives with regard to the District's group of funds, which is comprised of the funds set forth in Section 3.03(A)-(C), are as follows, in order of priority:

- A. Suitability: The District will give priority to understanding the suitability of each investment to the financial requirements of the District.
- B. Safety of capital: The primary objective of the District is to ensure the preservation and safety of principal.
- C. Liquidity: The District will maintain sufficient liquidity to ensure adequate and timely availability of funds necessary to pay obligations as they become due.
- D. Marketability: The District will strive to ensure the marketability of the investment.
- E. Diversification: The District will seek to ensure diversity in its investment portfolio.
- F. Yield: The District will seek to optimize return on investments within the constraints of safety and liquidity.

3.03 Investment Objectives Applicable to Individual Funds. In addition to the overall objectives set forth in Section 3.02, the following particularized objectives apply to each of the District's individual funds:

- A. Operating Fund. The particularized investment objectives for the operating fund are: preserving the safety of the principal; ensuring the funds are available as needed to pay the District's monthly operating expenses, as estimated by the annual operating budget adopted by the Board; and, ensuring that the investments can be readily liquidated in the event there are unexpected additional costs. A fund balance equal to 1 month of expenses must be kept extremely liquid for normal uses. Any balance in excess of 1 month of expenses will be kept in investments that may be liquidated easily if the need arises, but in no case may any investment mature later than 12 months after the date of purchase, unless the Board authorizes an investment with a longer maturity.
- B. Debt Service Fund. The particularized investment objectives for the debt service fund are: the safety of the principal; ensuring that funds are available as necessary to meet the debt service needs of the District; ensuring compliance with District's bond resolutions and, subject to compliance with the objectives set forth in Section 3.02 and the policies set forth in 2.03 and the satisfaction of the requirements of all bond resolutions, obtaining the maximum yield. Investments for this account will be structured to match debt service needs. When safety of principal and liquidity to match debt service are assured, yield may be considered. For funds needed for the District's next debt service payment, the investment must mature no later than 15 days prior to the date the debt service payment is due. For funds in reserve, the investment must mature no later than 12 months after the date of purchase. Because of the large amount of District funds that may exist in this account, diversification of investments will be considered.

- C. Capital Projects and Purchases Fund. The particularized investment objectives of the capital projects and purchases fund are: preserving the safety of the principal; ensuring that funds are available as needed to meet the construction needs of the District; and obtaining the maximum yield on investments. Investments of funds needed for planned capital projects or purchases with a known commencement or purchase date must mature no later than 15 days prior to the date the funds will be needed to pay for the project or purchase, as determined by the Board. Investments of funds that are not designated for specific projects or purchases must mature no later than 12 months after the date of purchase, unless the Board authorized an investment with a longer maturity.

ARTICLE IV.  
INVESTMENT GUIDELINES

4.01 Purpose. The purpose of this Article is to set forth the types of authorized investments in which the District's funds may be invested and the manner in which certain investments may be made (“Authorized Investment”).

4.02 Authorized Investments.

- A. The District may invest its funds only in the Authorized Investments set forth in and subject to the limitations imposed by the following sections of the Public Funds Investment Act:
1. Government Code Section 2256.009: Obligations of, or Guaranteed by, Governmental Entities. Subject to the limitations set forth in Section 2256.009, Government Code, the District is authorized to invest funds in obligations of, or guaranteed by, the United States or one of its agencies or instrumentalities or obligations of, or guaranteed by, other governmental entities.
  2. Government Code Section 2256.010: Certificates of Deposit and Share Certificates. Subject to the limitations set forth in Section 2256.010, Government Code, the District is authorized to invest its funds in certificates of deposit or share certificates that are: issued by a depository institution domiciled in Texas; guaranteed or insured by the FDIC or the National Credit Union Share Insurance Fund or its successor; and secured in a manner authorized under Section 2256.010, Government Code. Principal and accrued interest may not exceed FDIC limits or the collateral pledged as security for the District's investments as set forth in Section 4.04.
  3. Government Code Section 2256.016: Investment Pools. Subject to the limitations set forth in Section 2256.016, Government Code, the District is authorized to invest its funds through an eligible investment pool, including the TexPool investment pool, operated by the State of Texas, if the governing Board by resolution authorizes investment in the particular pool. The maximum dollar-weighted maturity for TexPool based on the stated maturity date for the portfolio may not exceed 60 days.

- B. If the Investment Officers of the District (if not the treasurer) attend and successfully complete the training requirements under Section 2256.008, Government Code, the District may invest its funds in additional investments, subject to authorization and limitations set forth in Section 2256, Government Code.

4.03 Manner of Solicitation of Certificates of Deposit. As authorized by Section 2256.005(c), Government Code, bids for certificates of deposit may be solicited orally, in writing, electronically, or in any combination of those methods.

4.04 Security of Funds/Collateral Policy.

- A. It is the policy of the District that all funds must be insured by the FDIC or FSLIC or the collateral pledged to the extent of the fair market value of any amount not insured. The District recognizes that FDIC insurance is only available up to a maximum of \$250,000 (including accrued interest) for Interest and Sinking Fund deposits and a maximum of \$250,000 (including accrued interest) for all other deposits. The amount of funds on deposit, other than Interest and Sinking Fund deposits, at any one Texas financial institution (including branch banks located within the same county) will be totaled to determine the maximum amount of insurance coverage. Interest and Sinking Fund deposits will be totaled separately.
- B. To the extent District funds are not insured by the FDIC or FSLIC, they must be secured in the manner provided by law for the security of funds by Chapter 2257 of the Government Code (the Public Funds Collateral Act). There must be pledged as collateral for such funds, to the extent of the market value of the funds, any of the following securities: (1) government securities or obligations issued by the State of Texas, its agencies or political subdivisions, and approved by the Attorney General of Texas payable from taxes or revenues, approved by the Investment Committee, hereinafter defined; or (2) direct obligations of the United States backed by the full faith and credit of the government; or (3) any other obligations or securities authorized to be collateral securing the funds of hospital districts under the laws of the State of Texas that are approved by the Investment Committee.
- C. A bank or trust company holding uninvested District funds must provide a summary of the funds held and the collateral securities pledged against the funds to the District on a monthly basis.

4.05 Loss of Ratings and Liquidation. An investment under Section 4.02 that requires a minimum rating does not qualify as an Authorized Investment during the period that the investment does not have the minimum rating. Upon loss of a minimum rating, the Investment Officer must take all prudent measures that are consistent with this Resolution to liquidate an investment that does not have a minimum rating.

4.06 Delivery vs. Payment. It will be the Policy of the District that all Treasury Bills, Notes and Bonds and Government Agencies' securities shall be purchased using the "Delivery vs. Payment" (DVP) method through the Federal Reserve System. By so doing, District funds are not released until the District has received, through the Federal Reserve wire, the securities purchased.



ARTICLE V.  
INVESTMENT MANAGEMENT PRACTICES

5.01 Designation of Investment Officer. The District's Treasurer, will serve as Investment Officers for the District. The Board may authorize an Investment Officer to deposit, withdraw, invest, transfer, and manage the District's funds in accordance with these Investment Policies and applicable law.

5.02 Investment Training. Before the District invests funds in any investment other than an Authorized Investment, the District's Investment Officer will be required to attend training, in compliance with the Public Funds Investment Act, from an independent source approved by the Board that includes at least 10 hours of instruction relating to the Investment Officer's responsibilities within 12 months after taking office or assuming duties, and, thereafter, not less than once in a two year period that begins on the first day of the District' fiscal year.

5.03 Monitoring and Internal Reporting. The Investment Officers must regularly monitor the performance of the District's Investments, including market price and ratings. Not less than quarterly, the Investment Officers shall prepare and submit to the Board a written report of all investment transactions for the preceding quarter, signed by each Investment Officer. The report must:

- A. Describe in detail the investment position of the District;
- B. Contain a summary statement of each pooled fund group that states the beginning and ending market value for the quarter and the fully accrued interest;
- C. State the book value and market value of each separately invested asset at the beginning and end of the quarter by the type of asset and fund type invested;
- D. State the maturity date of each separately invested asset that has a maturity date;
- E. State the account or fund or pooled group fund for which each individual investment was acquired;
- F. State the compliance of the investment portfolio as it relates to the Investment Strategies and Public Funds Investment Act; and
- G. Indicate any changes in ratings of the District's investments.

5.04 Compliance Audit. The District, in conjunction with its annual financial audit, will perform a compliance audit of management controls on investments and adherence to this Resolution.

5.05 Disclosure of Investment Policy.

- A. The Investment Officer will provide a copy of this Resolution to any person seeking to sell the District an Authorized Investment. The registered principal of the business organization must execute a written acknowledgment in the form set forth in Exhibit "A", to the effect that he has received and thoroughly reviewed the Investment Policy of the District and acknowledged that the organization has implemented reasonable

procedures and controls in an effort to preclude imprudent investment activities arising out of the investment transactions conducted between the District and the organization. The Investment Officer may not buy any securities from a person who has not delivered to the District a written acknowledgment in the form set forth in Exhibit "A".

- B. The Investment Officer must execute a written statement in the form set forth in Exhibit "B" to the effect that the Investment Officer has reviewed this Investment Policy and has implemented procedures and controls to comply with the Investment Policy.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2017.

**WINNIE STOWELL HOSPITAL  
DISTRICT ("WSHD")**

\_\_\_\_\_  
Edward Murrell, President

**ATTEST:**

\_\_\_\_\_,  
Secretary, Raul Espinoza

**EXHIBIT "A"**

**REGISTERED PRINCIPAL'S  
CERTIFICATION OF RECEIPT  
AND  
REVIEW OF INVESTMENT POLICY**

**THE STATE OF TEXAS**

**COUNTY OF CHAMBERS**

I, the undersigned, \_\_\_\_\_, registered principal of \_\_\_\_\_ (entity), do hereby certify that I have been presented a copy of the Resolution Adopting Investment Policy, Strategies, Guidelines and Management Practices for Winnie Stowell Hospital District (the "Investment Policy"). I have thoroughly reviewed the Investment Policy and acknowledge that \_\_\_\_\_ (entity) has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the District and \_\_\_\_\_ (entity) that are not authorized by the District's Investment Policy.

WITNESS MY HAND THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT “B”**

**INVESTMENT OFFICER’S  
CERTIFICATION OF RECEIPT  
AND  
REVIEW OF INVESTMENT POLICY**

**THE STATE OF TEXAS**

**COUNTY OF CHAMBERS**

I, the undersigned, Anthony Stramecki, designated investment Officer of Winnie Stowell Hospital District (“WSHD”), do hereby certify that I have been presented a copy of the Resolution Adopting Investment Policy, Strategies, Guidelines and Management Practices for WSHD (the “Investment Policy”). I have thoroughly reviewed the Investment Policy and acknowledge that WSHD as implemented procedures and controls to comply with the Investment Policy.

WITNESS MY HAND THIS 6th day of September, 2016.

---

Name: Anthony Stramecki

Title: Director

**CERTIFICATE FOR RESOLUTION**

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF CHAMBERS**       §

The undersigned officer of the Board of Commissioners of Winnie Stowell Hospital District (“WSHD”) hereby certifies as follows:

1.       The Board of Commissioners of WSHD convened in a regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 2017, at the regular designated meeting place, and the roll was called of the duly-constituted officers and members of the Commission, to wit:

- |                    |                |
|--------------------|----------------|
| Ed Murrell,        | President      |
| Jeff Rollo,        | Vice-President |
| Raul Espinosa,     | Secretary      |
| Sharon Burgess,    | Director       |
| Anthony Stramecki, | Director       |

and all of said persons were present, except Commissioner(s) \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting:

**RESOLUTION ADOPTING INVESTMENT POLICY, STRATEGIES,  
GUIDELINES AND MANAGEMENT PRACTICES FOR  
WINNIE STOWELL HOSPITAL DISTRICT**

was introduced for the consideration of the Commission. It was then duly moved and seconded that the Resolution Adopting Budget (“Resolution”) be adopted, and, after due discussion, the motion prevailed and carried unanimously.

2.       A true, full and correct copy of the Resolution adopted at the meeting described in the above paragraph is attached to this certificate; the Resolution has been duly recorded in the Commission’s minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Commission as indicated therein; each of the officers and members of the Commission was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting and that the Resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place and subject of the meeting was given as required by Chapter 551 of the Government Code.

SIGNED AND SEALED the \_\_\_\_ day of \_\_\_\_\_, 2017.

(SEAL)

\_\_\_\_\_

Secretary, Board of Directors

**THE STATE OF TEXAS** §

§

**COUNTY OF CHAMBERS** §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, Secretary of the Board of Commissioners of Winnie Stowell Hospital District, on behalf of said District.

\_\_\_\_\_

Notary Public Signature

(seal)

# **Exhibit “C”**

ADOPTED: AUGUST 30, 2017

**Winnie Stowell Hospital District  
Public Information Policy  
Texas Public Information Act**

## **CONTENTS**

---

- 1. Policy Statement**
- 2. Rationale**
- 3. Scope**
- 4. Related Statutes, Policies, Requirements, Or Standards**
- 5. Contacts**
- 6. Definitions**
- 7. Responsibilities**
- 8. Procedures**
- 9. Forms Tools/Online Processes**

### **1. POLICY STATEMENT**

It is the policy of the State of Texas that each person is entitled, unless otherwise expressly provided by law, at all times to complete information about the affairs of government and the official acts of public officials and employees in accordance with the Texas Public Information Act ("the Act"), Government Code, Chapter 552. This procedure shall be liberally construed in favor of granting a request for information.

A subpoena duces tecum or a request for discovery that is issued in compliance with a statute or a rule of civil or criminal procedures is not considered to be a request for information under the Act and is not subject to this procedure. A request for documents pursuant to a hearing or posted meeting is considered to be a request for information under the Act.

### **2. RATIONALE**

The following sets forth procedures to be followed by Winnie Stowell Hospital District ("District") for complying with the Act. For purposes of this procedure, District includes all Board member and staff. It is the responsibility of the Board of Directors to properly instruct its employees regarding compliance with these procedures and the Act.



### 3. RELATED STATUTES, POLICIES, REQUIREMENTS OR STANDARDS

- *Texas Government Code, Chapter 552*
- *Texas Government Code, Section 559.004*
- *Texas Government Code, Section 559.003*

### 4. CONTACTS

If you have any questions about the Winnie Stowell Hospital District's Public Information Policy, *Texas Public Information Act*, or need to make a public information request, contact the following office:

Sherrie Norris  
Administrator/Public Information Officer  
PO Box 1997,  
Winnie, Texas 77665  
Phone: 409-296-1003  
Email: [Sherrie@wshd-tx.com](mailto:Sherrie@wshd-tx.com)

### 5. DEFINITIONS

**Public Information:** Information that is collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business by a governmental body or for a governmental body and the governmental body owns the information or has a right of access to it.

**Full cost:** The sum of all direct costs plus a proportional share of overhead or indirect costs.

**Standard-size copy:** A printed impression on one side of a piece of paper that measures up to 8 1/2 by 14 inches. Each side of a piece of paper on which an impression is made is counted as a single copy. A piece of paper that is printed on both sides is counted as two copies.

**Nonstandard-size copy:** A copy of public information that is made available to a Requestor in any format other than a standard-size paper copy. Microfiche, microfilm, diskettes, magnetic tapes, CD-ROM, and nonstandard-size paper copies are examples of nonstandard-size copies.

**Readily available information:** Information that already exists in printed form, or information that is stored electronically and is ready to be printed or copied without requiring any programming, or information that already exists on microfiche or microfilm. Information that

requires a substantial amount of time to locate or prepare for release is not readily available information.

## **6. RESPONSIBILITIES**

### **District Administrator**

- Serves as Public Information Office (PIO)
- Reviews this policy for legal compliance;
- Serves as point of contact for questions regarding this policy;
- Designated agent for coordinating responses to requests for public information;
- Determines whether requested information falls within one of the excepted categories.
- Forwards relevant information to Attorney General along with the request for decision in cases where District is seeking to withhold requested information based upon a Subchapter C exception.

### **Person Requesting Information (“Requestor”)**

- Makes written request for and receives information in accordance with the Texas Public Information Act. Request must be made in writing to the PIO;
- Makes written request to correct information in accordance with Texas Government Code Section 559.004 and this policy.

\*It is not the responsibility of District or the PIO to interpret the information contained in records or to answer questions regarding the information.

## **7. PROCEDURES**

### **Officers for Public Information and Designated Agents**

The Texas Public Information Act designates the Chief Administrator of a governmental body as the officer for public information. The Chairman of the Board is the officer for public information for District. The District’s Administrator is the officer in charge of maintaining public information in compliance with the act and for coordinating responses to requests for public information subject to the District’s Attorney’s approval.

## **General Duties of the Public Information Office (PIO)**

The PIO shall make public information available for public inspection and copying; carefully protect public information from deterioration, alteration, mutilation, loss, or unlawful removal; and repair, renovate, or rebind public information as necessary to maintain it properly.

The PIO may not inquire into the purpose for which the information will be used or make other inquiry of a Requestor except to establish proper identification or as follows:

1. If information requested is unclear, the Requestor may be asked to clarify the request;
2. If a large amount of information has been requested, the Requestor may be asked how the scope of the request might be narrowed.

All inquiries to the Requestor for clarification or narrowing of a request shall be made in writing or email or via facsimile transmission. If the Requestor's request for information included the Requestor's physical or mailing address, the communication shall be sent by certified mail to the Requestor's physical or mailing address. The communication must state that all responses to the inquiry must also be made in writing or email or via facsimile transmission and that failure to respond in a timely manner may result in the request being considered withdrawn. If the PIO does not receive a written response from the Requestor by the 61st day after the date the written request for clarification or narrowing is sent, the request for public information is considered to have been withdrawn by the Requestor.

The PIO shall treat all requests for information uniformly without regard to the position or occupation of the Requestor, the person on whom behalf the request is made, or the status of the individual as a member of the media. The Act provides that District is not required to accept or comply with a request for information from an individual who is imprisoned or confined in a correctional facility.

The PIO shall give to the Requestor all reasonable comfort and facility for the full exercise of the right granted by the Act.

### **Receiving and Referring Requests**

All requests for public information should be received in writing. For purposes of this Act, a written request includes a request made in writing that is sent to the PIO by electronic mail or facsimile transmission.

Any employee receiving a written request for information must immediately inform the Requestor they must make the request to the PIO.

Email and facsimile requests are not valid unless sent directly by the Requestor to the PIO.

Individuals contacting the District with written or verbal inquiries regarding public information held by a component of the District such as a committee hearing, workshop, or advisory committee should be advised to submit their requests in writing directly to the PIO.

### **Routine Requests**

When it is clear from the request that requested information is not excepted from required disclosure, the PIO should respond or coordinate responses to the request. The PIO should promptly produce public information for inspection, duplication, or both on application by any person. The PIO complies with routine requests by:

1. providing the public information for inspection or duplication in the offices of the District; or
2. sending copies of the public information by first class United States mail if the person requesting the information requests that copies be provided by mail and pays the postage and any other charges that the Requestor has accrued.

Charges for providing a copies of public information are considered to accrue at the time the Requestor is advised that the copy is available on payment of the applicable charges.

If the requested information is unavailable at the time of the request to examine because it is in active use or in storage, the PIO shall certify this fact in writing to the Requestor and set a date and hour within a reasonable time when the information will be available for inspection or duplication.

If the requested information cannot be produced for inspection or duplication within 10 business days after the date the information is requested, the PIO shall certify that fact in writing to the Requestor and set a date and hour within a reasonable time when the information will be available for inspection or duplication.

A Requestor must complete the examination of the information not later than the 10th business day after the date the information is made available. If the Requestor does not complete the examination of the information within 10 business days after the date the information is made available and does not file a request for additional time as follows, the Requestor is considered to have withdrawn the request. The PIO shall extend the initial examination period by an additional 10 business days if, within the initial period, the Requestor files a written request for additional time. The period must be extended by another 10 business days if, within the additional period, the Requestor files a written request for more additional time.

If public information exists in an electronic or magnetic medium, the Requestor may request a copy either on paper or in an electronic medium, such as e-mail, diskette, or on magnetic tape. The PIO shall provide a copy in the requested medium if:

1. the District has the technological ability to produce a copy of the requested information in the requested medium;
2. the District is not required to purchase any software or hardware to accommodate the request; and
3. provision of a copy of the information in the requested medium will not violate the terms of any copyright agreement between the District and a third party.

If the PIO is unable to comply with the request to produce a copy of information in a requested medium, for any of the reasons described above, the PIO must provide a paper copy of the requested information or a copy in another medium that is acceptable to the Requestor. The PIO is not required to copy information onto a diskette or other material provided by the Requestor but may use its own supplies.

The PIO must provide the written statement to a Requestor described below if the PIO determines:

1. that responding to a request for public information will require programming or manipulation of data; and
2. that:
  - o compliance with the request is not feasible or will result in substantial interference with its ongoing operations; or
  - o the information could be made available in the requested form only at a cost that covers the programming and manipulation of data.

The written statement must include:

1. a statement that the information is not available in the requested form;
2. a description of the form in which the information is available;
3. a description of any contract or services that would be required to provide the information in the requested form;
4. a statement of the estimated cost of providing the information in the requested form, as determined in accordance with the guidelines for specifying charges for access to public information;
5. a statement of the anticipated time required to provide the information in the requested form

The PIO shall provide this written statement to the Requestor within 20 days after the date of the PIO's receipt of the request. The District has an additional 10 days to provide the statement if written notice is given to the Requestor, within 20 days after the date of receipt of the request, that the additional time is needed.

After providing the written statement to the Requestor as required above, the PIO does not have any further obligation to provide the information in the requested form or in the form in which it is available unless within 30 days the Requestor informs the PIO in writing that the Requestor:

1. wants the governmental body to provide the information in the requested form according to the cost and time parameters set out in the statement or according to other terms to which the Requestor and the governmental body agree; or
2. wants the information in the form in which it is available.

If a Requestor does not make a timely written statement as specified above, the Requestor is considered to have withdrawn the request for information.

The PIO must maintain a file containing all written statements issued pursuant to instructions above in a readily accessible location.

### **Non-routine Requests**

When it is not clear whether requested information is excepted from required disclosure by the Public Information Act the PIO, within the time frames outlined below, will determine whether the records in question should be withheld or released.

Subchapter C of the Public Information Act excepts a number of categories of information from required disclosure. On determination by the PIO that requested information falls within one of these excepted categories, the PIO shall forward a request for a decision to the Attorney General to confirm that such information shall be withheld from public disclosure. On determination by the PIO that that requested information does not fall within one of the excepted categories, the request shall be processed following procedures specified above for a routine request.

### **Requests for Personal Information**

Special right of access to confidential information

Information related to the person and that is held by the District and protected from public disclosure by laws intended to protect that person's privacy interests will be disclosed to the person or the person's authorized representative in accordance with Sections 552.023, 552.229,

and 552.307 of the Act. A person may also request to be informed about information that the District collects about the individual, as provided by Section 559.003(a)(1) of the Texas Government Code. Requests for information should be made in accordance with the section titled "Receiving and Referring Requests" that appears on page 4 of this policy. **Nothing in this policy shall allow an individual access to information to which access is denied by the Act or by other law.**

### **Right to request correction of incorrect information**

A person is entitled to have the PIO correct information about the individual that is incorrect in accordance with the following procedures, which are established in accordance with Section 559.004 of the Texas Government Code. This policy does not apply to an employee of District who seeks to correct information in that employee's personnel file; such an employee should comply with the personnel policy.

The person should request, in writing, that the PIO correct information about the person that is held by a District which is incorrect. The request should specifically identify (1) the information that the person believes to be incorrect and (2) the document or other source in which the information is located. The request also should specify the correction that the person requests. Requests for corrections should be made in accordance with the section titled "Receiving and Referring Requests" that appears on page 4 of this policy.

Not later than ten days (excluding Saturdays, Sundays and State and National legal holidays) after the date of the PIO receipt of the request for correction, the PIO shall acknowledge in writing the receipt of the request. The PIO thereafter shall promptly either make the correction to the information as identified by the person or inform the person of the PIO 's refusal to amend the information in accordance with the person's request, the reason for the refusal, and the name and address of the official to whom the person may request a review of the refusal. The designated official will be the Board Chairman, as appropriate, or his or her designee.

If the person disagrees with the refusal of the PIO to amend the information, the person may request in writing to the designated official a review of the refusal. Not later than 30 days (excluding Saturdays, Sundays and State and National legal holidays) after the date of the designated official's receipt of the request for review, the official shall complete a review of the matter and make a final determination unless, for good cause, the official extends the thirty-day period.

The PIO will make approved corrections in accordance with all applicable laws and regulations, including those pertaining to records retention. The PIO may make approved corrections by adding a document that amends but does not replace the document containing the incorrect information.

### **Responding To Repetitious or Redundant Requests**

If the PIO determines that a Requestor has made a request for information for which the PIO has previously furnished copies to the Requestor or made copies available to the Requestor on payment of applicable charges, the PIO may respond to the request by certifying to the Requestor that copies of all or part of the requested information, as applicable, were previously furnished to the Requestor or made available. The certification must include:

1. a description of the information for which copies have been previously furnished or made available to the Requestor;
2. the date that the PIO received the Requestor's original request for that information;
3. the date that the PIO previously furnished copies of or made available copies of the information to the Requestor;
4. a certification that no subsequent additions, deletions, or corrections have been made to that information; and
5. the name, title, and signature of the PIO or their agent making the certification.

A charge may not be imposed for making and furnishing the certification. Information not furnished in the previous request must be furnished for the new request.

### **Requests Requiring More Than 36 Hours of Personnel Time (36 Hour Rule)**

Each Requestor is limited to 36 hours of time per 12 month fiscal year that personnel of the PIO and the District are required to spend producing public information for inspection and duplication, or providing copies of public information to the Requestor, without recovering its costs attributable to that personnel time.

Each time the PIO complies with a request for public information, the PIO shall provide the Requestor with a written statement of the amount of personnel time spent complying with that request and the cumulative amount of time spent complying with requests for public information from that Requestor during the applicable 12-month period. The Requestor may not be charged for the amount of time spent preparing the written statement.

If, in connection with a request for public information, the cumulative amount of personnel time spent complying with requests for public information from the same Requestor is expected to equal or exceed 36 hours, the PIO shall provide the Requestor with a written estimate of the total cost, including materials, personnel time, and overhead expenses necessary to comply with the request. The written estimate must be provided to the Requestor on or before the 10th day after the date on which the public information was requested. If the PIO determines that additional time is required to prepare the written estimate and provides the



Requestor with a written statement of that determination, the PIO must provide the written statement as soon as practicable, but on or before the 10th day after the date the PIO provided the notice that additional time was required.

The costs charged for personnel time relating to the cost of locating, compiling, and producing the public information shall be calculated at the rates set by the Texas Attorney General's Office. A summary of the charges is available as Attachment 1. When calculating the amount of time spent complying with an individual's public information request(s), the PIO may not include time spent on:

1. Determining the meaning and/or scope of the request(s);
2. Requesting a clarification from the Requestor;
3. Comparing records gathered from different sources;
4. Determining which exceptions to disclosure, if any, may apply to information that is responsive to the request(s).
5. Preparing the information and/or correspondence required for an attorney general decision;
6. Reordering, reorganizing, or in any other way bringing information into compliance with well-established and generally accepted information management practices; or
7. Providing instruction to, or learning by, employees or agents of the District of new practices, rules, and/or procedures, including the management of electronic records.

If the PIO provides a Requestor with a written statement estimating the cost of personnel time to complete the Requestor's request, the PIO is not required to produce public information for inspection or duplication or to provide copies of public information in response to the Requestor's request unless on or before the 10th day after the date the written statement was sent, the Requestor submits a statement in writing to the governmental body in which the Requestor commits to pay the lesser of:

1. the actual costs incurred in complying with the Requestor's request, including the cost of materials and personnel time and overhead; or
2. the amount stated in the written statement.

If the Requestor fails or refuses to submit a written commitment to pay statement, the Requestor is considered to have withdrawn the Requestor's pending request for public information.

This rule does not prohibit the PIO from providing a copy of public information without charge or at a reduced rate when it is in the public interest or from waiving a charge for providing a copy of public information when the cost of processing the collection will exceed the amount of the charge. In addition, the 36 hour rule does not apply if the Requestor is an individual

who, for a substantial portion of the individual's livelihood or for substantial financial gain, gathers, compiles, prepares, collects, photographs, records, writes, edits, reports, investigates, processes, or publishes news or information for and is seeking the information for:

1. a radio or television broadcast station that holds a broadcast license for an assigned frequency issued by the Federal Communications Commission;
2. a newspaper that is qualified under Section 2051.044 to publish legal notices or is a free newspaper of general circulation and that is published at least once a week and available and of interest to the general public in connection with the dissemination of news;
3. a newspaper of general circulation that is published on the Internet by a news medium engaged in the business of disseminating news or information to the general public; or
4. a magazine that is published at least once a week or on the Internet by a news medium engaged in the business of disseminating news or information to the general public.

Further, the 36 hour rule does not apply if the Requestor is:

1. an elected official of the United States, Texas, or a political subdivision of Texas; or
2. a representative of a publicly funded legal services organization that is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as amended, by being listed as an exempt entity under Section 501(c)(3) of that code.

### **Itemized Estimate of Charges**

If a request for a copy of public information will result in the imposition of a charge that exceeds \$40, or a request to inspect a paper record will result in the imposition of a charge that exceeds \$40, the PIO shall provide the Requestor with a written itemized statement that details all estimated charges that will be imposed, including any allowable charges for labor or personnel costs. If an alternative less costly method of viewing the records is available, the statement must include a notice that the Requestor may contact the PIO regarding the alternative method. The PIO must inform the Requestor of the responsibilities imposed on the Requestor and of the rights granted and give the Requestor the information needed to respond, including:

1. that the Requestor must provide the PIO with a mailing, facsimile transmission, or electronic mail address to receive the itemized statement and that it is the Requestor's choice which type of address to provide;
2. that the request is considered automatically withdrawn if the Requestor does not respond in writing to the itemized statement and any updated itemized statement in the appropriate time and manner; and

3. that the Requestor may respond to the statement by delivering the written response to the PIO by mail, in person, by facsimile transmission, or by electronic mail.

A request is considered to have been withdrawn by the Requestor if the Requestor does not respond in writing to the itemized statement by informing the PIO within 10 business days after the date the statement is sent to the Requestor that:

1. the Requestor will accept the estimated charges;
2. the Requestor is modifying the request in response to the itemized statement; or
3. the Requestor has sent to the Attorney General a complaint alleging that the Requestor has been overcharged for being provided a copy of the public information.

If the PIO later determines, but before it makes the copy or the paper record available, that the estimated charges will exceed the charges detailed in the written itemized statement by 20 percent or more, the PIO shall send to the Requestor a written updated itemized statement that details all estimated charges that will be imposed, including any allowable charges for labor or personnel costs. If the Requestor does not respond in writing to the updated estimate in the time and manner described above, the request is considered to have been withdrawn by the Requestor.

1. If the actual charges that the District imposes for a copy of public information, or for inspecting a paper record exceeds \$40, the charges may not exceed: the amount estimated in the updated itemized statement;
2. if an updated itemized statement is not sent to the Requestor, an amount that exceeds by 20 percent or more the amount estimated in the itemized statement.

An itemized statement or updated itemized statement is considered to have been sent by the PIO to the Requestor on the date that:

1. the statement is delivered to the Requestor in person;
2. the Requestor deposits the properly addressed response in the United States mail; or
3. the Requestor transmits the properly addressed response to the District by electronic mail or facsimile transmission.

A Requestor is considered to have responded to the itemized statement or the updated itemized statement on the date that:

1. the response is delivered to the PIO in person;
2. the Requestor deposits the properly addressed response in the United States mail; or
3. the Requestor transmits the properly addressed response to the PIO by electronic mail or facsimile transmission.

**These timelines do not affect the deadlines required for requesting an Attorney General's decision.**

### **Time of the Essence**

If the PIO seeks to withhold requested information based upon a Subchapter C exception, the Public Information Act provides that a decision regarding applicability of the specified exception must be requested from the Attorney General within 10 business days from the date that the request is received. Further, the Requestor must be provided the following information within the same time frame:

1. a written statement that the PIO wishes to withhold the requested information and has asked for a decision from the Attorney General about whether the information is within an exception to public disclosure; and
2. a copy of the PIO's written communication to the Attorney General asking for the decision or, if the written communication discloses the requested information, a redacted copy of that written communication.

If a decision of the Attorney General is not requested within 10 business days and the Requestor is not provided with the information described in the paragraph above, the information is subject to required public disclosure and must be released unless there is a compelling reason to withhold the information. All related supplementary information required by the Attorney General must be provided not later than 15 business days after the date that the request is received.

These deadlines make it imperative that the PIO be given as much time as possible to deal with requests to which the legal response is not immediately apparent. Unless the District's Chairman determines that the requested information is unquestionably disclosable and routinely fills the request, the PIO should have at least 5 business days of the 10-day decision deadline to review the request. In many cases, it may be necessary to compile the requested material, or representative material if filling the entire request is difficult and time consuming, and seek counsel to make this determination. In all cases where an Attorney General's decision is deemed necessary by the PIO, the requested information or representative material must be compiled and provided to the PIO for forwarding to the Attorney General along with the request for decision.

All possible exceptions must be communicated to the PIO. If an exception is not raised before the Attorney General it is waived. The only exceptions to waiver are exceptions based on a requirement of federal law or exceptions involving third party property or privacy interests.

### **Proprietary Information of a Third Party**

If a request is made for information pertaining to a person's proprietary information that may be subject to exception under the Act and a request for Attorney General decision is made by the PIO, the PIO shall make a good faith attempt to notify that person of the request for the Attorney General decision. Notice must:

1. be in writing and sent within a reasonable time not later than the 10th business day after the date the PIO receives the request for the information; and
2. include:
  - a copy of the written request for the information received by the PIO; and
  - a statement, in the form prescribed by the Attorney General, that the person is entitled to submit in writing to the Attorney General within a reasonable time not later than the 10th business day after the date the person receives the notice:
    - each reason the person has as to why the information should be withheld; and.
    - a letter, memorandum, or brief in support of that reason.

### **News Media Requests**

A Board Member or other employee who receives a request for public information from a representative of the news media should direct the media to the District's Attorney. Officials or employees are not obligated to participate in media interviews. If members of the media enter the District's office, cause a nuisance or disturbance and remains after being asked to leave, security or law enforcement should be notified immediately.

Although District's Offices are public buildings, no one has the right to cause disturbances or create nuisances.

It is not considered a violation of this policy if, during disasters or emergency situations, the District's Board Members or a designated Public Information Officer provides information to or conducts interviews with the media for the purposes of releasing emergency information to the public.

### **Requests from Legislators and Other Governmental Offices**

The PIO shall notify the District's Chairman when District receives requests for public information from members of the Legislature or other governmental offices.

## **Form and Approval of Responses**

Except for routine responses, requested information should be reviewed and approved by the PIO. As a general rule, cover letters responding to requests for public information should be signed by the PIO or designee.

## **Resolution of Questions**

Questions regarding the procedure for answering requests for public information should be directed to the PIO.

## **Recovery Costs and Guidelines**

In accordance with Subchapter F of the Act and Title 1 of the Texas Administrative Code, it is the policy of District to recover the full costs for retrieving and copying public records. The PIO, when filling requests for public information, should account for all costs in fulfilling these requests using the following guidelines.

The PIO shall make a preliminary estimate of the cost of retrieving and copying public records under these guidelines and notify the Requestor, giving the Requestor the option to agree to the cost and submit necessary prepayment (see 2c below), alter, or withdraw the request. If charges are in excess of \$40, the PIO should follow the procedures outlined in Itemized Estimate of Charges. If personnel time will exceed 36 hours, the PIO should follow the procedures outlined in Requests Requiring More Than 36 Hours of Personnel Time.

1. Definitions: See Definitions section of policy
2. District adopts the rules for establishing charges to be made for public records set out in the Texas Administrative Code, Title 1, and the Act as summarized below:

- Inspection of Information

Where only inspection of paper documents is requested (i.e., no copies made), no charge may be assessed except when:

- a requested page contains confidential information that must be edited from the document before the information can be released. The cost of making a copy of the edited page may be imposed.
- the request puts the Requestor over the 36 hour limit for District personnel time for the current fiscal year.
- the public information specifically requested for inspection by the Requestor:

- is older than five years; or completely fills, or when assembled will completely fill, six or more archival boxes; and
- The PIO estimates that more than five hours will be required to make the public information available for inspection.

The PIO may require the Requestor pay, or to make a deposit or post a bond for the payment of anticipated personnel costs for making available for inspection such public information.

Where only inspection of information that exists in an electronic medium is requested, no charge may be assessed for access to the information, unless complying with the request will require programming or manipulation of data. In such a case, the Requestor must be notified of estimated charges to be imposed before assembling the information.

- Waiver of Reduction

Costs shall be waived or reduced if it is determined that waiver or reduction is in the public interest.

- Prepayment

A bond or deposit for payment of anticipated costs for the preparation of a copy of public records shall be required if the charges for providing the copy of the public information is estimated to exceed \$100 and if the PIO has provided the Requestor with the required written itemized statement detailing the estimated charge for providing the copy.

The PIO may require a deposit or bond for payment of unpaid amounts owing to the District before preparing a copy of public information in response to a new request if those unpaid amounts exceed \$100. A request for an Attorney General's opinion must still be made within 10 business days necessitating at review of the public information requested, even though the Requestor's copy may not be prepared. The PIO must fully document the existence and amount of those unpaid amounts or the amount of any anticipated costs, as applicable, before requiring a deposit or bond under this section. The documentation is subject to required public disclosure under this chapter.

A request for a copy of public information is considered to have been received by the PIO on the date the PIO receives the deposit or bond for payment of

anticipated costs or unpaid amounts if the PIO requires a deposit or bond in accordance with this section.

A person requesting information who fails to make a deposit or post a bond before the 10th business day after the date the deposit or bond is required is considered to have withdrawn the request for the copy of the public information that precipitated the requirement of the deposit or bond.

- Charge Schedule

A summary of the charges for copies of public information that have been adopted by the Attorney General is available as Attachment 1.

The PIO shall maintain a record of charges for public information requests (refer to Attachment 2 for the PUBLIC INFORMATION CHARGES INVOICE form).

- Example of Charges for Copies of Public Information

A few examples of the calculation of charges for information are presented in Attachment 3.

3. The entire amount of fees collected pursuant to policies outlined herein should be deposited back to the appropriate fund which incurred costs involved.
4. The PIO shall maintain a register which records receipt and processing of requests for public information. Refer to Attachment 4, Register of Requests for Public Information Received, for a sample register.

## **9. FORMS AND TOOLS/ONLINE PROCESSES**

Attachment 1 Summary of Charges for Copies

Attachment 2 Public Information Charges Billing Form

Attachment 3 Examples of Charges for Copies of Public Information

Attachment 4 Sample Register of Requests for Public Information Received



**Texas Public Information Act**  
**ATTACHMENT 1**  
**SUMMARY OF CHARGES FOR COPIES**

**SERVICES RENDERED**

**CHARGES**

Standard-size Paper Copies

@ \$.10/page

Nonstandard-size Copies

- Diskette @ \$1.00/each
- Magnetic Tape actual cost
- Data Cartridge actual cost
- Tape Cartridge actual cost
- Rewriteable CD(CD-RW) @ \$1.00
- Nonrewriteable CD (CD-R) @ \$1.00
- Digital Video Disk (DVD) @ \$3.00
- Jaz Drive actual cost
- Other electronic media actual cost
- VHS Video Cassette @ \$2.50/each
- Audio Cassette @ \$1.00/each
- Oversized Paper copy @ \$.50/each
- Specialty Paper actual cost  
(mylar, blueprint, blueline, map, photographic)
- Other actual cost

Personnel Charges:

- Programming personnel (**See note 1**) @ \$28.50/hour
- Other **personnel** (**See note 2 & 3**) @ \$15.00/hour

Overhead Charges: (**See note 4**)

(20% of Total Personnel Charges) x \$.20

Microfiche or microfilm charges

- Paper copy @ \$.10/page
- Fiche or film copy actual cost

Remote document retrieval charge: (**See note 5**) actual cost

Computer Resource Charges: (**See note 6**)

- Mainframe	@ \$10.00/min
- Midsize	@ \$1.50/min.
- Client/Server	@ \$2.20/hour
- PC or LAN	@ \$1.00/hour
Miscellaneous supplies:	actual cost
Postage/Shipping Charges: <b>(See note 7)</b>	actual cost
Photographs	actual cost
Other costs	actual cost
Outsourced/Contracted Services	actual cost
No Sales Tax	No Sales Tax shall be applied to copies

**Charge Schedule Notes**

**Note 1** - A charge for programming time is made if the request requires a programmer to enter data in order to execute an existing program or to create a new program in order to access the information

**Note 2** - The personnel charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information. A personnel charge should not be made for requests that are 50 or fewer pages of paper records unless:

- the documents to be copied are located in two or more separate buildings that are not physically connected with each other, or are in a remote storage facility. Buildings are not separate if they are connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, or
- the Requestor has exceeded 36 hours of personnel time in the current fiscal year.

**Note 3** - Personnel time should not be charged for the time spent by an attorney, legal assistant or other person to determine whether the requested information is excepted from disclosure or to research a request for a ruling.

**Note 4** - Whenever any personnel charge is applicable to a request, the institution may include in the charges direct and indirect cost. An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless

- the documents to be copied are located in two or more separate buildings that are not physically connected with each other, or are in a remote storage facility. Buildings are not separate if they are connected by a covered or open sidewalk, or an elevated or underground passageway, or a similar facility.
- the Requestor has exceeded 36 hours of personnel time in the current fiscal year.

The overhead charge shall be computed at 20% of the charge made to cover any labor cost associated with a particular request.

**Note 5** - Where a charge is made for remote document retrieval, no additional personnel charge should be factored in for time spent locating documents.

**Note 6** - A charge made to recover computer utilization cost is the actual time the computer uses to execute a particular program times the applicable rate. It does not include programming or printing time. No charge should be made for computer printout time.

**Note 7** - Actual costs of supplies--labels, boxes, etc.--necessary to produce the requested information and all postal and shipping charges necessary to transmit the information should be added to the total charge.

**Texas Public Information Act  
ATTACHMENT 2  
PUBLIC INFORMATION INVOICE**

**Public Information Charges Invoice**

**Date:**

**Name:**

**Agency/Company:**

**Address:**

**City:**

**State:**

**Zip:**

**Method of Payment:**

**Cash:** \_\_\_\_\_

**Check:** \_\_\_\_\_

**Money Order:** \_\_\_\_\_

**Description of Information :**

**Personnel Hours:**

**Total Personnel Hours:**

(on this request)

(current fiscal year)

\_\_\_\_\_

\_\_\_\_\_

	<u>Number</u>		<u>Total</u>
Standard-size Paper Copies	_____	@ \$.10/page	\$ _____
<b>Nonstandard-size</b>			
- Diskette	_____	@ \$1.00/each	\$ _____
- Magnetic Tape	_____	actual cost	\$ _____
- Data Cartridge	_____	actual cost	\$ _____
- Tape Cartridge	_____	actual cost	\$ _____
- VHS Video Cassette	_____	@ \$2.50/each	\$ _____
- Audio Cassette	_____	@ \$1.00/each	\$ _____
- Rewriteable CD (CD-RW)	_____	@ \$1.00/each	\$ _____
- Non - Rewriteable CD (CD-R)	_____	@ \$1.00/each	\$ _____
- Digital Video Disc (DVD)	_____	@ \$3.00/each	\$ _____
- JAZ Drive	_____	actual cost	actual \$ _____
- Other Electronic Media	_____	cost	\$ _____
- Oversized Paper Copy	_____	@ \$.50/each	\$ _____
- Specialty Paper	_____	actual cost	\$ _____
- ( blueline, blueprint, mylar, map, photographic)	_____		
- Other	_____	actual cost	\$ _____
<b>Personnel Charges:</b>			
- Programming	_____	@\$28.50/hour	\$ _____
-Other Personnel	_____	@\$15.00/hour	\$ _____
<b>Overhead Charges:</b>			
(20% of Total Personnel Charges)		x \$.20	\$ _____
<b>Microfiche or microfilm charges:</b>			
- Paper copy	_____	@\$.10/page	\$ _____
- Fiche or film copy	_____	actual cost	\$ _____

**Remote document retrieval** \_\_\_\_\_ actual cost \$ \_\_\_\_\_

**Computer Resource Charges:**

- Mainframe \_\_\_\_\_ @ \$10.00/min \$ \_\_\_\_\_
- Midsize \_\_\_\_\_ @ \$10.00/min \$ \_\_\_\_\_
- Client/Server \_\_\_\_\_ @ \$1.50/min. \$ \_\_\_\_\_
- PC or LAN \_\_\_\_\_ @ \$2.20/hour \$ \_\_\_\_\_

**Miscellaneous supplies** \_\_\_\_\_ actual cost \$ \_\_\_\_\_

**Postage/Shipping Charges** \_\_\_\_\_ actual cost \$ \_\_\_\_\_

**Photographs** \_\_\_\_\_ actual cost \$ \_\_\_\_\_

**Other costs** \_\_\_\_\_ actual cost \$ \_\_\_\_\_

**Outsourced/Contracted Services**

**Other Pmts. Applied: (Subtract** \_\_\_\_\_ actual cost \$ \_\_\_\_\_

Deposit Paid) \_\_\_\_\_ actually paid \$ \_\_\_\_\_

**Total Due:** \_\_\_\_\_ \$ \_\_\_\_\_

*\*sales tax is not applicable on public information*

**Please make check payable to: Winnie Stowell Hospital District**

**Return to:**

**Texas Public Information Act**  
**ATTACHMENT 3**  
**Examples of Calculation of Charges**

**TABLE 1**

Readily Available Information (fewer than 50 pages):  
\$.10 per copy x number of copies (standard-size paper copies)  
or cost of nonstandard copy (e.g., diskette)  
+ Postage and shipping (if applicable)

**\$ TOTAL CHARGE**

**TABLE 2**

Readily Available Information (more than 50 pages):  
\$.10 per copy x number of copies (standard-size copies)  
or cost of nonstandard copy (e.g., diskette)  
+ Personnel charge (if applicable)  
+ Overhead charge (if applicable)  
+ Document retrieval charge (if applicable)  
+ Actual cost of miscellaneous supplies (if applicable)  
+ Postage and shipping (if applicable)

**\$ TOTAL CHARGE**

**TABLE 3**

Information that is Not Readily Available  
Cost of copy (standard-size or nonstandard-size, whichever applies)  
+ Personnel charge (if applicable)  
+ Overhead charge (if applicable)  
+ Computer resource charge (if applicable)  
+ Programming time (if applicable)  
+ Document retrieval charge (if applicable)  
+ Actual cost of miscellaneous supplies (if applicable)  
+ Postage and shipping (if applicable)

**\$ TOTAL CHARGE**

**Texas Public Information Act**  
**ATTACHMENT 4**  
**Register of Requests for Public Information**  
**(In Excell Spreadsheet)**

---

Date of Request:

Date Received:

From:

To:

SUBJECT:

Action Taken:

RESPONSE:

Personnel Hours on this Request:

Total Personnel Hours Spent by Requestor (during the current fiscal year):

---

Date of Request:

Date Received:

From:

To:

SUBJECT:

Action Taken:

RESPONSE:

Personnel Hours on this Request:

Total Personnel Hours Spent by Requestor (during the current fiscal year):



ADOPTED: AUGUST 30, 2017

**WINNIE STOWELL HOSPITAL DISTRICT  
POLICIES AND PROCEDURES  
FOR PUBLIC COMMENT AND RECORDINGS OF BOARD OF DIRECTORS  
MEETINGS**

**Purpose**

The purpose of this document is to provide guidance on public comments during the meetings of the Board of Directors (the "Board") of the Winnie Stowell Hospital District (the "District"). It is a goal of the District to efficiently receive comments from members of the public at Board meetings. The District adopts the following policies and procedures. The District shall fully comply with the requirements of the Texas Open Meetings Act (Chapter 551 of the Texas Government Code, referred to as the "TOMA"); nothing in this document shall be read to lessen the requirements of the TOMA.

**Open Meetings and Meeting Notices**

All meetings of the Board are held in compliance with the TOMA. Occasionally, and as authorized by the TOMA, the Board may meet in non-public, executive session.

To maximize public awareness of the District's activities, the Board endeavors to meet on a regularly scheduled basis and at a regularly scheduled location. Subject to time and scheduling constraints, regular monthly meetings of the Board are scheduled at 6:00 p.m. on the third Wednesday of every month at **Winnie Community Hospital-Conference Room Broadway, Winnie, Texas**, located in the District. Periodically, a meeting at a different time or location may be necessary.

The District posts notices of its Board meetings in compliance with TOMA. Additionally, the District shall post agenda notices of Board meetings on the District's website once a website is established.

**Procedures for Public Comments at Open Meetings**

Board meetings are structured in a manner that best allows the Board to maintain order at a meeting to transact its business. The primary recipients of information and data presented at Board meetings are the members of the Board. The District requests that its consultants endeavor to provide a reasonable number of hand-outs for members of the public to receive at the meeting. If sufficient copies are not available at the meeting, a member of the public may request copies under the Texas Public Information Act (the "TPIA") at the meeting.

All members of the public are to remain seated during the Board meeting unless to get refreshments or leave the meeting room or requested to approach the Board for a presentation. Any person in attendance at an open meeting may record all or any part of the open meeting by means of a tape recorder, video camera, or still camera as allowed by the TOMA. Persons desiring to record the open meeting must remain in an area designated for such use by the District. All persons recording an open meeting must do so in such a manner so as not to obstruct the view of another person or in any way disturb or interfere with the orderly conduct of the meeting at any time, all in accordance with the TOMA.

Public participation in Board meetings shall be limited to a public comment period. Subject to time and scheduling constraints, the Board shall endeavor to provide a designated time for public comment at each Board meeting. The purpose of such comment period is for the Board to receive comments from members of the public; public comments should not include questions or requests for information. Any requests for information should be made separately and in writing in accordance with the TPIA. In addition, to maximize the efficiency of the public comment period, members of the public are asked to follow these rules when speaking during an open meeting:

- a. Prior to the comment period, sign up on the list provided.
- b. Keep all comments to less than **3 minutes** in length.
- c. **Questions or comments not addressing agenda items will not be addressed by the Board.**
- d. No person may obstruct the view of another person or in any other manner disturb or interfere with the orderly conduct of the meeting at any time. This includes talking out of turn or verbal utterances, failure to silence cell phones and/or talking on a cell phone.
- e. No member of the public may act in a loud and raucous manner calculated to disturb the meeting.
- f. Those persons who do not conduct themselves in an orderly and appropriate manner will be given a warning by the Board President. Any person who, after having been warned of his or her noncompliance, continues to conduct themselves in a disorderly or inappropriate manner will be asked to leave the meeting room and recognition to speak may be refused at subsequent meetings of the District. Any sheriff deputy or other person assigned to provide security for the District Board meeting shall assist in the removal of the person if necessary. The operation of this rule shall not be construed to preclude any person from prosecution for violation of any applicable penal law.

## **Policy for Videotaping, Tape Recording, or Otherwise, Recording Board Meetings**

The Open Meetings Act allows any person attending a Board meeting to record the open portion of a meeting by means of a “tape recorder, video camera, or other means of aural or visual reproduction.” The Act further authorizes the Board to adopt reasonable rules to maintain order at its meetings, in accordance with Government Code 551.023.

The Board encourages the press, the broadcast media, and all interested individuals to attend Board meetings and to videotape or record all or any part of the open proceedings. To this end, the District and its staff will seek to facilitate all reasonable requests relating to videotaping or recording activities. In accomplishing these goals, the Board does not intend to prevent or unreasonably impair camera coverage or tape recording; however, persons using a tape recorder, video camera, or any other means of audio or visual reproduction must abide by the following rules at all Board meetings:

- a. The person shall notify the District’s Administrator prior written notice of his or her intent to record a Board meeting.
- b. All recording equipment must be 1) set up in a location designated by the District’s Administrator or the Board’s presiding officer prior to the start of each public meeting; 2) stationary at all times during and after the meeting; assembled; and 3) in place at least 15 minutes before the Board Meeting.
- c. Equipment that requires set-up shall not be taken down during the course of the meeting, but may be removed during a recess or after the meeting is over.
- d. Recordings will not interfere with Board Meetings in any way. Board Meetings cannot accommodate anyone’s camera angle or recording.
- e. The presiding officer may stop the audio or visual recording if it disrupts or interferes with the Board Meeting in any way.
- f. No strobes, flash lighting, or other bright lights are allowed unless the presiding officer of the Board approves before the Board Meeting

## **Disciplinary Rules for Disrupting a Public Meeting**

### **Texas Penal Code, Section 38.13 - Hindering Proceedings by Disorderly Conduct**

- (a) A person commits an offense if he intentionally hinders an official proceeding by noise or violent or tumultuous behavior or disturbance.
- (b) A person commits an offense if he recklessly hinders an official proceeding by noise or violent or tumultuous behavior or disturbance and continues after explicit official request to desist.
- (c) An offense under this section is a Class A misdemeanor.

### **Texas Penal Code, Section 42.05 - Disrupting Meeting or Procession**

- (a) A person commits an offense if, with intent to prevent or disrupt a lawful meeting, procession, or gathering, he obstructs or interferes with the meeting, procession, or gathering by physical action or verbal utterance.
- (b) An offense under this section is a Class B misdemeanor.



# **Exhibit ‘D’**



2. A true, full and correct copy of the Resolution is attached to and follows this Certificate; the Resolution has been duly recorded in the minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are the duly elected, qualified and acting members of the Governing Body; each of such members was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting, and each of such members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

**SIGNED AND SEALED this August 30, 2017.**

---

Secretary, Raul Espinoza



**RESOLUTION OF THE DIRECTORS OF THE WINNIE STOWELL  
HOSPITAL DISTRICT, A POLITICAL ENTITY OF THE STATE OF TEXAS,  
FORMED PURSUANT TO CHAPTER 286 OF THE TEXAS HEALTH AND  
SAFETY CODE; RE-AFFIRMING THE BYLAWS ADOPTED BY THE  
DISTRICT AT THE JANUARY 14, 2015 REGULAR MEETING OF THE  
WINNIE STOWELL HOSPITAL DISTRICT BOARD**

**WHEREAS**, the Winnie Stowell Hospital District (“District”) was formed pursuant to Chapter 286 of Texas Health and Safety Code following an election held on May 1, 2004.

**WHEREAS**, prior to the District’s January 14, 2015 meeting, the District’s Board operated pursuant to a set of bylaws previously adopted by a Board under the advice and consent of its staff who were also executive officers of the Chambers County Public Health District No. 1 (“Chambers Health”), a political entity of the State of Texas. Unlike the District, Chambers Health owns and operates a hospital facility, in Anahuac, Texas.

**WHEREAS**, at its January 14, 2015 Regular Meeting, after a review of the bylaws set forth in **Exhibit “A”**, it was suggested that the Board to abolish these bylaws because the bylaws were not: 1) required by Chapter 286 of the Health and Safety Code; 2) applicable to the District’s operations since the District did not own or operate a hospital; and 3) were nothing more than a recital of the laws of the State of Texas applicable to Hospital Districts and/or political entities of the State of Texas. (*See Exhibit “B”*).

**WHEREAS**, understanding that certain institutions require bylaws in order to conduct business, Director Espinoza made a motion at the January 14, 2015 Regular meeting that was seconded by Director Rollo to eliminate the existing bylaws referenced in Exhibit “A” and to utilize the relevant Texas Statutes as the District’s operational bylaws, rules, and procedures. This motion was unanimously approved by all Board present.

**NOW, THEREFORE, BE IT RESOLVED BY THE DIRECTORS OF THE WINNIE**

**STOWELL HOSPITAL DISTRICT FIND**

The District's Board hereby re-affirms its prior Board action of January 14, 2015 and approves the applicable sections of the United States Constitution, Federal Statutes and Rules, Texas Constitution, and Texas Statutes and Rules as the District's bylaws, including, but not limited to the following:

- Texas Constitution, Article IX, Section 9
- Texas Health and Safety Code, Section 286;
- Texas Health and Safety Code, Section 285;
- Texas Health and Safety Code, Section 61 (i.e., the Indigent Health Care Act);
- Texas Government Code, Section 551 (i.e., Open Meetings Act);
- Texas Government Code, Section 552 (i.e., Public Information Act);
- Texas Local Government Code, Section 171 (i.e., Conflicts of Interests);
- Texas Government Code, Section 574 (i.e., Dual Office Holding and Incompatibility);
- and
- Texas Government Code, Section 573 (i.e., Nepotism)

**This Resolution was passed and approved on this the 30<sup>th</sup> of August, 2017.**

\_\_\_\_\_  
Edward Murrell  
President

Attest: \_\_\_\_\_  
Raul Espinoza,  
Secretary

# **Exhibit “A”**

21 PL -

1115 Waiver - matching book from the Fed.

**BYLAWS**  
**OF THE**  
**BOARD OF DIRECTORS**  
**OF THE**  
**WINNIE-STOWELL HOSPITAL DISTRICT**

**TABLE OF CONTENTS**

<b>ARTICLE I. AUTHORIZATION AND PURPOSE</b>	1
<b>ARTICLE II. BOARD OF DIRECTORS</b>	1
<b>ARTICLE III. OFFICERS</b>	7
<b>ARTICLE IV. COMMITTEES</b>	8
<b>ARTICLE V. ADMINISTRATION</b>	10
<b>ARTICLE VI. TRANSACTIONS OF THE HOSPITAL DISTRICT</b>	11
<b>ARTICLE VII. BUDGET OPERATIONS</b>	11
<b>ARTICLE VIII BOOKS AND RECORDS</b>	12
<b>ARTICLE IX. NOTICES</b>	13
<b>ARTICLE X. SPECIAL PROCEDURES CONCERNING MEETINGS</b>	13
<b>ARTICLE XI. AMENDMENT</b>	13
<b>ARTICLE XII. MISCELLANEOUS PROVISIONS</b>	13

## BYLAWS OF THE BOARD OF DIRECTORS WINNIE-STOWELL HOSPITAL DISTRICT

### ARTICLE I. AUTHORIZATION AND PURPOSE

- 1.1 **Authorization.** The Winnie-Stowell Hospital District ("District") shall be organized under the laws of the State of Texas with such rights, powers, and duties as provided by the Legislature of the State of Texas and contained in these bylaws.
- 1.2 **Purpose.** The District shall provide healthcare services as required by law and pursuant to these bylaws.
- 1.3 **Patient Care; Non-discrimination.** The Board of Directors of the District shall have responsibility for the management of the affairs of the District Patient care shall be rendered without regard to race, color, creed, national origin, sex or disability.

### ARTICLE II. BOARD OF DIRECTORS

- 2.1 **Number of Directors.** The Board of Directors shall consist of five (5) members elected at large by the registered voters of the District.
- 2.2 **Election and Term of Office.** A director shall hold office for a term of four (4) years and until a successor is elected and has qualified. Elections shall be held in accordance with the laws of the State of Texas and Chapter 286 of the Texas Health and Safety Code; as allowed under §285.081 of the Texas Health and Safety Code. Directors shall be elected in even-numbered years to serve staggered four (4) year terms. Every other year on the November uniform election date, an election shall be held for the purpose of electing the appropriate number of directors to the Board.
- 2.3 **Qualifications for Directors.** To be elected as a member of the Board of Directors a person must be a resident of the district and a registered voter. No employee of the District shall be eligible to serve as a director. All members of the Board of Directors shall execute the constitutional oath of office, and each member of the board shall execute a good and sufficient bond for \$5,000 payable to the District, conditioned upon the faithful performance of the director's duties. The Board may pay for director's bonds with District funds.
- 2.4 **Vacancies.** Vacancies on the Board shall be filled for the unexpired term by appointment by the remaining directors.

- 2.5 **Regular Meetings.** The Board of Directors shall hold regular meetings at a location within the District, as designated by the President, at the date and time to be determined by resolution of the Board of Directors. All meetings (other than executive sessions) shall be recorded. Recordings will be maintained until the related minutes have been approved by the Board of Directors and then shall be erased.
- 2.6 **Special Meetings.** Special meetings may be called by the President at any time with proper notice and also shall be called when requested by three (3) members of the Board of Directors.
- 2.7 **Quorum.** For regular or special meetings of the Board of Directors, any three (3) members shall constitute a quorum.
- 2.8 **Notice.** A written or printed notice of any annual, regular or special meeting of the Board of Directors shall be delivered to each director not less than three (3) nor more than thirty (30) days before the date of the meeting and shall be posted as required by the Texas Open Meetings Act, TEX. GOV. CODE, Ch. 551. The notice shall state the place, day, and time of the meeting, and the purpose or purposes for which the meeting is called.
- 2.9 **Discharge of Duties.** A Director shall discharge the director's duties in good faith, with ordinary care, and in a manner the director reasonably believes to be in the best interest of the District. In the discharge of any duty imposed or power conferred on a director, the director may in good faith rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the District or another person that were prepared or presented by one or more officers or employees of the District; legal counsel, public accountants, or other persons as to matters the director reasonably believes are within the person's professional or expert competence. A director is not liable to the Hospital District, or to any other person for any action taken or not taken as a director if the director acted in compliance with this Article.
- 2.10 **Voting.**
- (a) The Board of Directors shall try to act by consensus. However, the vote of a majority of directors present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors unless the act of a greater number is required by law or these Bylaws. A director who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the decision of the Board of Directors.
- (b) A director may not vote by proxy.
- 2.11 **Powers of the Board.** The Board of Directors shall have full power and authority:

- (a) Determine the policies of the WSHD in relation to community needs.
- (b) To manage, control, and administer the District and all funds and resources of the district.
- (c) To sue and be sued, with all causes of action and defenses enjoyed by similar authorities.
- (d) To adopt rules and regulations governing the operation of the District and the duties, functions and responsibilities of District staff and employees.
- (e) To issue and sell its bonds in the name and upon the faith and credit of the District for the purchase, construction, acquisition, repair, or renovation of buildings, and improvements, and equipping the same for District purposes, and for any and all of such purposes in accordance with procedures contained Chapter 286 of the Texas Health and Safety Code.
- (f) To annually levy a sales and use tax as approved by public election.
- (g) To carry out other powers and duties of the Board of Directors as authorized by Chapter 286 of the Texas Health and Safety Code.
- (h) The Board of Directors shall have legal authority and responsibility for the delivery of those healthcare services as required by law, and develop and implement policies and procedures necessary for the effective administration of the District, including care furnished under contracts or arrangements and fiscal operations.

**2.12 Duties of the Board.** The Board shall carry out the following duties:

- (a) Coordinate the activities and general policies of the District.
- (b) Supervise the management of all the endowment and trust funds of the District.
- (c) Act on the annual budget.
- (d) Ensure that the quality of all patient care and services delivered to those for whom the District has accepted responsibility has been reviewed regularly and that appropriate action has been taken to correct any adverse action.
- (e) Annually review and evaluate the Executive Director.
- (f) During one meeting each year, evaluate the Board's own performance during the preceding year. The evaluation shall address compliance with these Bylaws and implementation of the goals of these Bylaws.



- (g) All members of the Board of Directors shall endeavor to acquire the necessary education to remain current and abreast of issues and concerns that affect and/or impact the organization locally, Statewide and nationally by acquiring said education as necessary on policy, operations, finance and advocacy topics.
- i. Education will be provided on an ongoing basis by the Administrator/CEO in the form of continuing education at each Board meeting.
  - ii. Board members shall individually avail themselves of available education offerings from and through the organization's various affiliated organizations.
  - iii. Board members shall endeavor to collectively attend annual training offered by recognized programs; and,
  - iv. Board members shall acquire individually and/or collectively Open Meetings and Public Information training as mandated and set forth under State law.

**2.13 Compensation.** Directors shall not receive salaries for their services but may be reimbursed for actual expenses incurred in the performance of official duties. Reimbursement of expenses shall be reported in the minutes and approved by the Board.

**2.14 Orientation.** All new members will be furnished with minutes of Board of Directors meetings from the past year, bylaws of the Board of Directors, and the financial statements from the past twelve months.

**2.15 Conflicts of Interest.** Members of the Board shall disclose all actual or possible conflicts of interest in accordance with the District's Conflict of Interest Policy and Chapter 171 of the TEXAS LOCAL GOVERNMENT CODE. Each director, principal officer and member of a committee with Board-delegated powers shall annually sign a statement affirming that such person has received a copy of the District's Conflict of Interest Policy; has read and understands such policy; has agreed to comply with such policy; and has disclosed all actual or possible conflicts of interest.

**2.16 Deposits.** All funds of the District shall be deposited to the credit of the District in banks, trust companies or other depositories that the Board of District selects.

**2.17 Loans.** The District shall not make any loan to a Director or officer of the District.

**2.18 Conduct.** As long as the District is in existence, and except with the prior approval of the Board of Directors, no director, officer, or committee member of the District shall:

2.18.1 Do any act in violation of the Bylaws or a binding obligation of the District,

2.18.2 Do any act with the intention of harming the District or any of its' operations,

2.18.3 Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the District,

2.18.4 Receive an improper personal benefit from the operation of the District,

2.18.5 Use the assets of this District, directly or indirectly, for any purpose other than carrying out the business of this District,

2.18.6 Wrongfully transfer or dispose of District property,

2.18.7 Use the name of the District (or any substantially similar name) or any trademark or trade name adopted by the District, except on behalf of the District in the ordinary course of the District's business,

2.18.8 Disclose any of the District business practices, trade secrets or any other information not generally known to the business community to any person not authorized to receive the information.

**2.19 Payables.** The Board of Directors at each monthly meeting shall review and approve as appropriate the accounts payable of the District.

**2.20 Account Signatures.** All accounts, with the exception of Petty Cash, shall require a minimum of two signatures for payment.

**2.21 Grants.** The Board of Directors shall be authorized to accept bequests, donations, grants and other contributions on behalf of the District to be held in trust and administered by the Board for such purposes and under such directions, limitations and provisions as may be prescribed in writing by the donor not inconsistent with proper management and objectives of the District.

### **ARTICLE III. OFFICERS**

**3.1 Organization.** The Board of Directors shall organize by electing one of their members as President, and one of their members as Vice President. A Secretary, who need not be a director, shall be appointed by the Board. Officers shall be elected for a term of two years, and vacancies shall be filled for the unexpired term by the Board of Directors. Officers shall be elected at the first regular meeting following the bi-annual election of directors.

**3.2 President.** The President shall preside at all meetings of the Board and shall be, ex officio, a member of all Board committees. The President shall:

- (a) Establish a yearly schedule of meetings of the Board;
- (b) In cooperation with the Executive Director, prepare and submit for publication and posting the agenda for all regular and special meetings;
- (c) Appoint all Board committees and designate the chair of each committee;
- (d) Perform other duties prescribed by the Board of Directors and all duties incident to the office of President.

The President shall not execute documents on behalf of the District if this power is expressly delegated by the Board of Directors to another office or agent of the District.

**3.3 Vice President.** When the President is absent, is unable to act, or refuses to act, the Vice President shall perform the duties of the President. When the Vice President acts in place of the President, he or she shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform other duties as assigned by the President or Board of Directors.

**3.4 Secretary.** The Secretary shall:

- (a) See that appropriate notices are posted and agendas are prepared for all meetings of the Board of Directors;
- (b) Give all notices as provided in the bylaws or as required by law.
- (c) Be responsible for the keeping and reporting of adequate records of all meetings of the Board of Directors.
- (d) Keep a register of the mailing address of each director, officer, and employee of the Hospital District.
- (g) Perform duties as assigned by the President or by the Board of Directors.
- (h) Perform all duties incident to the office of Secretary.

- 3.5 **Vacancies.** A vacancy in any office shall be filled by the Board of Directors for the unexpired portion of the officer's term.

#### ARTICLE IV. COMMITTEES

- 4.1 **Standing Committees.** The Board may authorize the creation of standing committees. At a committee meeting a quorum shall be a majority of members of the committee. Each committee meeting shall have an agenda and shall submit minutes of its meeting to the Board. The President shall appoint members to the standing committees and designate the chairpersons thereof at the January meeting of the Board.
- 4.2 **Special Committees.** Special committees may be appointed by the President with the concurrence of the Board, for special tasks as circumstances warrant. The President shall designate the chairperson of the committee. All special committees shall limit activities to the accomplishment of the task for which appointed and shall have no power to act except as specifically conferred by action of the Board. Upon completion of the task for which appointed, such special committee shall stand discharged.
- 4.3 **Minutes.** All committees appointed shall keep regular minutes of all transactions and shall cause them to be recorded and shall report the same to the Board at its regular meeting.
- 4.4 **Notice of Meetings.** Written or printed notice of a committee meeting shall be delivered to each member of a committee not less than three (3) nor more than thirty (30) days before the date of the meeting. The notice shall state the place, day, and time of the meeting, and the purpose or purposes for which the meeting is called.
- 4.5 **Quorum.** Fifty percent (50%) of the number of voting members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. The committee members present at a duly called or held meeting at which a quorum is present may continue to transact business even if enough committee members leave the meeting so that less than a quorum remains. However, no action may be approved without the vote of at least a majority of the number of committee members required to constitute a quorum. If a quorum is present at no time during a meeting, the chair may adjourn and reconvene the meeting one time without further notice.
- 4.6 **Actions of Committees.** Committees shall try to take action by consensus. However, the vote of a majority of committee members present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the committee unless the act of a greater number is required by law or the bylaws. A committee member who is present at a meeting and abstains from a vote is considered to be present and voting for the purpose of determining the act of the committee.

- 4.7 **Proxies.** A committee member may not vote by proxy.
- 4.8 **Compensation.** Committee members shall not receive salaries for their services.
- 4.9 **Rules.** Each committee may adopt rules for its own operation not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

## **ARTICLE V. ADMINISTRATION**

- 5.1 **Executive Director.** The Board shall select and appoint a competent chief executive officer ("Executive Director"), who shall be its representative in the management of the District. The Executive Director shall be given the necessary authority and responsibility to operate the District in all its activities and departments, subject only to such to policies as may be adopted by the Board or by any of its committees to which it has delegated power to act. The Executive Director shall act as the duly authorized representative of the Board in all matters in which the Board has not formally designated some other person to so act.
- 5.2 **Authority and Responsibilities.** The authority and responsibility of the Executive Director shall include:
- (a) Carrying out all policies established by the Board and advising on the formulation of these policies.
  - (b) Developing and submitting to the Board for approval a plan of organization for the conduct of District operations and recommend changes when necessary.
  - (c) Preparing an annual budget showing the expected revenue and expenditures as required by the Board or its finance or executive committees including an estimate of administrative expenses, recommendations and estimate of the cost of all projects.
  - (d) Selecting, employing, controlling, and discharging employees and developing and maintaining personnel policies and practices for the District.
  - (e) Maintaining physical properties, as applicable, in good and safe state of repair and operating condition.
  - (f) Supervising business affairs to ensure that funds are collected and expended to the best possible advantage.
  - (g) Working continually with other health care professionals to insure the delivery of appropriate health care.

- (h) Presenting to the Board, or its authorized committee, periodic reports reflecting the professional services and financial activities of the District and such special reports as may be required by the Board.
- (i) Attending all meetings of the Board and serving on committees thereof.
- (j) Serving as the liaison and channel of communications between the Board, any of its committees, and, those health care providers as designated.
- (k) Preparing a plan for the achievement of the District in its relationships with other health agencies.
- (l) Representing the District in its relationships with other health agencies.
- (m) Being responsible for assuring that the District is in conformance with all applicable laws, regulations, requirements of authorized planning, regulatory and inspecting agencies.
- (n) Performing other duties that may be necessary or in the best interest of the District.

## **ARTICLE VI.**

### **TRANSACTIONS OF THE HOSPITAL DISTRICT**

- 6.1 Contracts.** The Board of Directors may authorize any officer or agent of the District to enter into a contract or execute and deliver any instrument in the name of and on behalf of the District. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts and instruments.
- 6.2 Deposits.** The Board shall name at least one bank to serve as the depository for district funds. Funds of the District, other than those invested as permitted by these Bylaws and by law, shall be deposited to the credit of the District in such bank or banks and trust companies or other depositories that the Board of Directors selects and must remain on deposit.
- 6.3 Donations, Gifts, and Endowments.** The Board of Directors shall be authorized to accept donations, gifts, and endowments on behalf of the District to be held in trust and administered by the Board for such purposes and under such directions, limitations, and provisions as may be prescribed in writing by the donor not inconsistent with proper management and objectives of the District.

**ARTICLE VII  
BUDGET OPERATIONS**

- 7.1 **Fiscal Year.** District shall be operated on the basis of a fiscal year commencing January 1 and ending on December 31 of each year.
- 7.2 **Annual Audit.** The Board shall cause an independent audit to be made of the financial condition of the District, which, together with other records of the District, shall be open to inspection at the principal office of the District.
- 7.3 **Annual Budget.** The Executive Director shall prepare an annual operating budget, according to generally accepted accounting principles for approval by the Board of Directors. The budget shall contain a complete financial statement of the district showing all outstanding obligations of the district; the cash on hand to the credit of each and every fund of the district; the funds received from all sources during the previous year; the funds available from all sources during the ensuing year, with balances expected at the end of the year in which the budget is being prepared; estimated revenues and balances available to cover the proposed budget; and the estimated tax rate which will be required.
- 7.4 **Budget Hearing.** A public hearing on the annual budget shall be held by the Board of Directors after notice of such hearing has been published one time at least ten (10) days before the date set for the hearing. Notice of the budget hearing shall be published in a newspaper of general circulation in the Hospital district. Any resident of the district shall have the right to be present and participate in said hearing. At the conclusion of the hearing, the budget, as proposed by the Executive Director, shall be acted upon by the Board of Directors.
- 7.5 **Amendment of Budget.** The Board of Directors shall have authority to make such changes in the budget as in their judgment the law warrants and the interest of the taxpayer's demands. No expenditure may be made for any expense not included in the annual budget or an amendment thereto. The annual budget may be amended from time to time as the circumstances may require, but the annual budget and all amendments thereto shall be approved by the Board of Directors. As soon as practicable after the close of each fiscal year, the Executive Director shall prepare for the Board a full sworn statement of all moneys belonging to the district and a full account of the disbursements of the same.

**ARTICLE VIII.  
BOOKS AND RECORDS**

- 8.1 **Account Records.** The District shall keep correct and complete books and records of accounts consistent with good business practices and as required by federal and state law and regulations.

- 8.2 **Destruction of Records.** The Board shall determine a schedule for the preservation and destruction of District records, subject to any applicable laws or rules governing the destruction of state and local government records or public information and subject to federal and state law regarding the preservation and confidentiality of health information.
- 8.3 **Release of Public Information.** The District shall develop policies and procedures for confidentiality, release, control, maintenance and preservation of records consistent with the Texas Public Information Act, TEX. GOV. CODE, Ch. 552, and other applicable state and federal laws and regulations.

#### **ARTICLE IX. NOTICES**

- 9.1 Any notice required or permitted by the bylaws to be given to a director, officer, or member of a committee of the Hospital District shall be given in accordance with the Texas Open Meetings Act, TEX. GOV. CODE, Ch. 551.

#### **ARTICLE X. SPECIAL PROCEDURES CONCERNING MEETINGS**

- 10.1 **Telephone Conference Calls.** The Board of Directors, and any committee of the Hospital District may hold a meeting by telephone conference call procedures only as permitted by the Texas Open Meetings Act, Tex. Gov. Code § 551.125.

#### **ARTICLE XI. AMENDMENT**

- 11.1 **Amendment.** These bylaws of the Board of Directors may be amended by affirmative vote of a majority of the directors present at any regular monthly meeting or any special meeting, provided that the proposed amendments have been given to the Board at least seven (7) days prior to the meeting at which the amendment is to voted upon.
- 11.2 **Review.** These bylaws shall be reviewed on an annual basis and be amended as provided herein.

#### **ARTICLE XII. MISCELLANEOUS PROVISIONS**

- 12.1 **Legal Authorities Governing Construction of Bylaws.** The Bylaws shall be construed in accordance with the laws of the State of Texas. All references in the Bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.



**12.2 Legal Construction.** If any bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.

### **CERTIFICATE OF SECRETARY**

I certify that I am the duly elected and acting Secretary of Winnie-Stowell Hospital District and that the foregoing Bylaws constitute the Bylaws of the District. These Bylaws were duly adopted at a meeting of the Board of Directors held on August 29, 2009.

DATED: August 26, 2009.

---

Charlotte Edwards  
Secretary of the Winnie-Stowell Hospital District

# **Exhibit ‘E’**

# **Exhibit ‘F’**

**MINUTES OF THE PUBLIC HEARING AND THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE WINNIE-STOWELL HOSPITAL DISTRICT**

The meeting of the Board of Directors of the Winnie-Stowell Hospital District (“District”) was noticed and filed pursuant to the Texas Open Meetings Act a seventy-two (72) hours prior to the opening of said meeting for 6:00 p.m. on the 26th day of July 2017, at the Winnie Community Hospital (“Hospital”)-Conference Room, Broadway, Winnie Texas (a copy of said Notice being placed amongst the files of the District).

The roll was called of the members of the Board, to wit:

Ed Murrell, President  
Jeff Rollo, Vice-President  
Raul Espinosa, Secretary  
Sharon Burgess, Director  
Anthony Stramecki, Director

All said Board members were present with the exception of Director Rollo. In addition, to the above named Board members, also present at the meeting were: Sherrie Norris, District Administrator; Yani Jiminez, Indigent Care Director; Hubert Oxford, IV, General Counsel; David Sticker, District’s CPA; Chris Portner, counsel for Riceland Hospital; Mo Danishmund and Saad Javed with Riceland Hospital; Tony King, Chambers County Sherriff’s Office; Todd Beiderman and David Smith with LTC Group; Janet Bergeron, citizen; Wade Thibodeaux, the Hometown Press; and Gloria Roemer, Seabreeze Beacon.

At 6:01 p.m., President Murrell called the Regular Meeting of the Board of Directors of Winnie Stowell Hospital District to order. After a quorum was established and those present recited the Pledge of Allegiance., Mrs. Janet Bergeron requested permission to make a public comment. Mrs. Bergeron introduced herself as the daughter of James Stratton and explained that she was attending the meeting because of her concerns about the perceived lack of financial

transparency and urged the District to post its financials on the District's webpage. At the conclusion of Mrs. Bergeron's statement, President Murrell expressed his appreciation for her comments and for everything her father, James Stratton, had done for the community and the hospital.

President Murrell then asked the Board to consider and take action on Agenda Item No. 3, to review and approve the minutes of the June 21, 2017 Regular Meeting and July 10, 2017 Special Meeting. *See Exhibits "A" and "B"*. The Board reviewed the minutes and then Director Stramecki made a motion to approve the minutes of the June 21, 2017 Regular Meeting and July 10, 2017 Special Meeting. This motion was seconded by Director Espinoza with the unanimous consent of the entire Board.

After the approval of the minutes, the Board was asked to move to Agenda Item No. 4, to review and approve financials report; payment of invoices, and amend budget, if necessary. Mrs. Norris and the District's CPA, David Sticker, provided the Board with a number of documents including: 1) Balance Sheet 2) Profit & Loss Budget vs. Actual as of July 26, 2017; 3) Check Register for June 21, 2017-July 26, 2017; 4) Trial Balance as of July 26, 2017; and 5) a list of Open Invoices, along with the invoices attached, to be approved by the Board; (*See Exhibit "C"*). Per Administrator Norris, as of July 26, 2017, the District had total assets of \$6,402,034.25 of which \$2,505,335.11 was in the District's Prosperity Account and \$2,700,000.00 was in a CD at Post Oak Bank. On the other hand, the \$57,150.57 in liabilities consisted of the monthly expenses set forth in the Open Invoices page.

As for the monthly Profit & Loss Budget v. Actual Budget v. Actual through July 26, 2017, Mr. Sticker reported that the District had revenues of \$293,451.31 in the month of July 2017 and expenses of \$709,626.13. Lastly, it was discussed that the District still needed to

amend its budget to not only account for increased audit fees; create a line item for the fair market appraisal of the HMG homes; but also to adjust the lack of MPAP 3 payments; nursing home expenses for interest and LTC costs; and decreased tax revenues. Mr. Sticker stated that this would need to be done at the August meeting pending some direction by the Board at the July 26, 2017 meeting. At the conclusion of the discussion regarding the District's finances, a motion was made by Director Burgess to approve the financial report set forth in **Exhibit "C"**. This motion was seconded by Director Espinoza with the unanimous consent of all Board members present except Director Stramecki, who abstained because one of the invoices was for expense reimbursements to him following his attendance of the Texas Healthcare Trustees Healthcare Governance Conference seminar in San Antonio.

Next up for consideration was Agenda Item No. 5, Committee reports. The only committee report was by President Murrell, Chairman of the Finance Committee, who reported to the Board on the status of the Emergency Room due to its effects on the District's cash flow needs. Per President Murrell stated that the architects are in the design phase of the project and there was a meeting scheduled on August 3<sup>rd</sup>, 2017 with the County to discuss drainage requirements for the proposed Emergency Room. Following the meeting with County, President Murrell informed the Board that there would also be a meeting at the Hospital to continue work on the design phase of the project with the Project Manager, Architect, and Committee.

President Murrell then called on staff to present their reports pursuant to Agenda Item No. 6. Staff reports were as follows:

- a. **District Administrator:** Administrator Norris reported to the Board that at the annual Texas Healthcare Trustees Healthcare Governance Conference there was much discussion concerning the status of the 1115 Waiver Program that was scheduled to

expire on December 31, 2017. Since the LTC Group was there and they are very familiar with the 1115 Waiver Program, they were asked for their thoughts on the matter. According to the Mr. David Smith, the State of Texas is expected to ask for an extension of the program so that a more permanent agreement between the state and the federal government could be agreed to.

- b. **District Indigent Care Director:** Following the Administrator's report, President Murrell called on the District's Indigent Care Director for her report. Mrs. Jiminez presented the Board with the District's Indigent Care reports for June 2017. In June 2017, there were sixty-six (66) residents enrolled on the District's indigent care program. Additionally, Mrs. Jiminez informed the Board that in June 2017, the District incurred \$57,047.46 in fees and services from Winnie Community Hospital and for prescriptions. If the District did not have an indigent care agreement, the costs to the District for these fees incurred by the Hospital would have been \$26,686.06 based on Medicaid rates. Meanwhile, the amount paid to local pharmacies in June 2017 for prescriptions was \$5,587.46. (*See Exhibit "D"*).
- c. **District General Counsel:** Attorney Oxford reported that on July 14, 2017, the District made an Intergovernmental Transfer to fund the Minimum Payment Amount Program 3 ("MPAP 3"). However, as of the meeting, MPAP 3 was not yet approved and the approval was allegedly contingent on the State of Texas complying with the Centers for Medicare and Medicaid ("CMS's") demands that the State of Texas discontinue the requirement of making participating governmental entities enter into IGT User Agreements. Otherwise, Attorney Oxford presented the Board members with revenue calculations for the MPAP 3 and QIPP programs. (*See Exhibit "E"*). Finally, Attorney

Oxford informed the Board of discussions with Managers to make adjustments to the incentive fees in the Management Agreements that would benefit the District.

- d. **LTC Report:** LTC presented their report for June 2017 and the report can be found in **Exhibit “F”**.
- e. **Hospital Report:** None.

Following the staff reports, President Murrell asked the Board to take no action on Agenda Item No. 7, to discuss and take action, if necessary on improvements and additions to the Hospital Emergency Room because he had given a status report on the Emergency Room during his Finance Committee report.

President Murrell then turned the Board’s attention to Agenda Item No. 8, to discuss and take action, if necessary, on entering into an audit engagement letter for 2016. Attorney Oxford presented the Board with a revised Audit Engagement Letter by Durbin & Company and reminded the Board that at a prior meeting, the Board asked that the firm include a cost not to exceed number in the agreement. (*See Exhibit “G”*). Attorney Oxford explained that in the proposed letter, the firm agreed that their gross fee should be within the range of \$20,000.00 to \$24,000.00. Upon the receipt of the revised Audit Agreement submitted by Durbin in Company with the not to exceed figure included, a motion was made by Director Stramecki to engage the firm to perform the 2016 audit per the agreement set forth in **Exhibit “G”**. This motion was seconded by Director Espinoza and passed with the unanimous consent of all Board members present.

At the conclusion of action items, President Murrell asked the Board for a ten minute recess to be followed by an executive session pursuant to Texas Government Code Section 551.085 of the Texas Government Code to discuss Health Care Services. However, after the



break, Attorney Oxford suggested that the executive session was not needed as LTC was there to provide the Board with an update on MPAP 3 as set forth in Agenda Item 6(d). The Board then reconvened and was given a detailed narrative by Mr. Todd Biederman, with LTC Group, concerning: 1) the history of the MPAP settlement and the importance of the settlement in order to persuade the Texas Health and Human Services Commission to move forward with MPAP 3; and 2) LTC Group's work with other stakeholders to finalize the MPAP settlement and obtain a commitment from the state to move forward with MPAP 3. In addition, the LTC Group raised the issue of a proposed reduction in fees starting in September 2017 and brought to the Board's attention that the firm had not billed the District since September of 2016.

There being no further business to discuss, President Murrell informed the Board that the next regularly scheduled meeting would be on August 30, 2017 at 6:00 p.m. in order to accommodate vacation schedules. At 8:39 p.m., a motion was made by Director Espinosa to adjourn the meeting. This motion was seconded by Director Burgess and unanimously approved by all the Board members present.

---

Edward Murrell, President

---

Jeff Rollo, Vice-President

# **Exhibit “G”**

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE  
WINNIE-STOWELL HOSPITAL DISTRICT**

The meeting of the Board of Directors of the Winnie-Stowell Hospital District (“District”) was noticed and filed pursuant to the Texas Open Meetings Act a full 72 hours prior to the opening of said meeting for 9:00 a.m. on the 17th of August, 2017 at the Winnie Community Hospital (“Hospital”) Conference Room, Broadway, Winnie Texas (a copy of said Notice being placed amongst the files of the District).

The roll was called of the members of the Board, to wit:

Ed Murrell, President  
Jeff Rollo, Vice-President  
Raul Espinosa, Secretary  
Sharon Burgess, Director  
Anthony Stramecki, Director

All said Board members were present with the exception of Director Stramecki. In addition, to the above named Board members, also present at the meeting were: Sherrie Norris, District Administrator; Yani Jiminez, Indigent Care Director; Janet Bergeron; Ray Bergeron; Hazel Meaux; Gloria Roemer, Seabreeze Beacon.

At approximately 9:00 a.m., a quorum was established and President Murrell made introductions that were followed by a request for public comment. In response, Janet Bergeron and Hazel Meaux asked to speak. Mrs. Bergeron requested that the Board hold a public forum to discuss, among other things, the construction of the emergency room and concerns involving the District’s participation in the nursing home upper payment limit program. Next, Mrs. Meaux once again complained about the Board’s alleged lack of transparency. In addition, Mrs. Meaux recorded the entire meeting.

Following the Public Comment, President Murrell called on Administrator Norris to address Agenda Item 3, to discuss and take action, if necessary, on approving the DY6 IGT

Commitment Form for the 1115 Waiver Program on behalf of the Winnie Community Hospital. Attorney Oxford informed the Board that on August 14, 2017, the District received an e-mail from the Texas Health and Human Service Commission calling for the second Intergovernmental Transfer (“IGT”) for the Winnie Community Hospital’s participation in the 1115 Waiver Program (i.e., Uncompensated Care Program) for DY6. According to Attorney Oxford, the this meeting was necessary because the District had to file an IGT Commitment form with the State of Texas no later than August 21<sup>st</sup>, 2017 declaring its intent to make IGT and how much. With this said, Attorney Oxford spent time reminding the Board, and those present, that the District made the IGTs on behalf of the Hospital in order to enable the Hospital to recover its out of pocket cost for treating the uninsured as required by the federal government in order to receive Medicare payments. In so doing, he provided the Board with the statutory authority as well as an explanation of the state mandated Affiliation Agreement between the District and the Hospital. Per Attorney Oxford, in the agreement, it states that the District could not benefit from the supplemental funds nor could it place conditions on any indigent care given as a result of making the IGT on behalf the Hospital. (See **Exhibits “A” and “B”**). For example, the District could not make the IGT and demand that the supplemental payment be used for the Emergency Room construction project.

Furthermore, Attorney Oxford presented the Board with a document that illustrated the amount of IGTs made since June of 2013 and the supplemental returns received by the Hospital. In total, not including the IGT for the second payment of DY6, the District has made \$986,249.07 in IGT payments since June 2013 that have returned \$2,345,076.53 in supplemental funds to the Hospital. (See **Exhibit “C”**). As for the upcoming IGT, Attorney Oxford explained that the maximum amount of the IGT be made on September 8, 2017 was \$531,987.61.

However, the amount the District would actually IGT on behalf of the Winnie Community Hospital would be approximately 40% less, or \$319,152.00, which would generate over \$700,000.00 in uncompensated care payments. At the conclusion of Attorney Oxford's presentation, President Murrell called for a motion to authorize staff to file the IGT Commitment Form for up to \$531,987.61. Director Rollo made a motion to approve the filing of the IGT Commitment form for up to \$531,987.61 but before the motion was seconded, Director Rollo expressed his gratitude to the Hospital for all that it had done for the resident of Winnie, Texas. Furthermore, Director Rollo spent time refreshing the Board and others present of all that the Hospital and District have done to work toward the goal of providing better healthcare to the residents of the District. Once Director Rollo was finished expressing his appreciation, Director Espinoza seconded the motion with the unanimous consent of all Board Members present.

Thereafter, President Murrell called on the Board to discuss Agenda Item No. 4, to discuss and take action, if necessary, on making the second IGT on behalf of the Winnie Community Hospital for the DY6 1115 Waiver Program by September 7, 2017. Attorney Oxford reminded the Board that they would need to amend their budget at their upcoming meeting because the budget called for \$275,000.00 in 1115 Waiver IGTs but the cost for the year would actually be closer to \$410,000.00. With this said, Attorney Oxford recommended that this Agenda Item be tabled. In response, a motion was made by Director to Rollo to table Agenda Item No. 4. This motion was seconded by Director Espinoza with the unanimous consent of all those present.

Before a motion was called to adjourn, President Murrell called on Mrs. Bergeron for a public comment. Mrs. Bergeron once again expressed her concern about supporting the Hospital by making the second IGT for DY6 and the need to make sure that any District funds paid to the

Hospital were properly spent. Afterwards, a dialogue occurred between Mrs. Bergeron and the Board discussing the District's appreciation for her concerns and the fact that the Board listens to the concerns of the community and in fact, often acts based on the concerns raised by community members that regularly attend meetings.

There being no other business, President Murrell advised the Board that the next Regularly Scheduled Board meeting would be on August 30, 2017 at 6:00 p.m. At 9:55 a.m., a motion was then made by Director Burgess to adjourn the meeting. This motion was seconded by Director Espinoza with the unanimous consent of all Board members.

---

Edward Murrell, President

---

Jeff Rollo, Vice-President

# **Exhibit ‘H’**

Winnie-Stowell Hospital District

Balance Sheet

As of September 6, 2017

09/06/17

Accrual Basis

	Sep 6, 17
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
100 Prosperity Bank -Checking	1,887,708.61
102 Prosperity Bank - CD#0447	104,754.85
104 Post Oak Bank - CD#9053	2,700,000.00
105 TexStar	657,825.46
106 Wells Fargo NHs Combined	1,934,725.49
107 Graham InterBank	828,909.00
108 Post Oak NHs Combined	231,767.08
Total Checking/Savings	8,345,690.49
Total Current Assets	8,345,690.49
Fixed Assets	
120 Equipment	140,654.96
125 Accumulated Depreciation	-113,810.64
Total Fixed Assets	26,844.32
Other Assets	
110 Sales Tax Receivable	70,186.82
118 Prepaid Expense	1,675.00
119 Prepaid IGT	4,775,588.00
Total Other Assets	4,847,449.82
<b>TOTAL ASSETS</b>	<b>13,219,984.63</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
200 Accounts Payable	41,044.34
Total Accounts Payable	41,044.34
Other Current Liabilities	
190 NH Payables Combined	2,164,800.59
201 NHP Accounts Payable	1,573,820.30
202 Interest Payable - NHP	-3,644.85
210.10 Loan Payable #10 QIPP 1	4,775,588.00
225 FUTA Tax Payable	97.43
230 SUTA Tax Payable	251.31
235 Payroll Liabilities	1,451.61
Total Other Current Liabilities	8,512,364.39
Total Current Liabilities	8,553,408.73
Total Liabilities	8,553,408.73
Equity	
300 Net Assets, Capital, net of	59,503.44
310 Net Assets-Unrestricted	5,165,680.85
Retained Earnings	100,090.65
Net Income	-658,699.04
Total Equity	4,666,575.90
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>13,219,984.63</b>



**Winnie-Stowell Hospital District**  
**Profit & Loss Budget vs. Actual**  
**As of September 6,2017**

Accrual Basis

	Jan - Dec 17	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
400 Sales Tax Revenue	276,032.29	560,000.00	-283,967.71	49.3%
405 Investment Income	8,113.51	5,800.00	2,313.51	139.9%
409 Tobacco Settlement	11,538.30	9,000.00	2,538.30	128.2%
410 Other Revenue	450.00			
415 Nursing Home - MPAP Program	0.00	19,320,647.00	-19,320,647.00	0.0%
<b>Total Income</b>	<b>296,134.10</b>	<b>19,895,447.00</b>	<b>-19,599,312.90</b>	<b>1.5%</b>
<b>Expense</b>				
500 Admin-Administrative Salary	36,000.00	48,000.00	-12,000.00	75.0%
501 Admin-Security	800.00	1,200.00	-400.00	66.7%
504 Admin-Administrators PR Tax	3,256.06	4,000.00	-743.94	81.4%
505 Admin-Board Bonds	50.00	100.00	-50.00	50.0%
515 Admin-Bank Service Charges	200.00	360.00	-160.00	55.6%
521 Professional Fees - Acctng	17,000.00	30,000.00	-13,000.00	56.7%
522 Professional Fees-Auditing	69,682.80	25,000.00	44,682.80	278.7%
523 Professional Fees - Legal	115,534.46	110,000.00	5,534.46	105.0%
550 Admin-D&O / Liability Ins.	13,822.00	15,000.00	-1,178.00	92.1%
560 Admin-Cont Ed, Travel	4,598.04	10,000.00	-5,401.96	46.0%
561 Admin-Cont Ed-Medical Pers.	0.00	20,000.00	-20,000.00	0.0%
562 Admin-Travel&Mileage Reimb.	588.54	1,000.00	-411.46	58.9%
569 Admin-Meals	1,692.37	2,500.00	-807.63	67.7%
570 Admin-District/County Prom	75.68	500.00	-424.32	15.1%
571 Admin-Office Supplies/Post	1,288.06	3,600.00	-2,311.94	35.8%
572 Admin-Web Site	609.03	1,500.00	-890.97	40.6%
573 Admin-Copier Lease/Contract	1,378.16	1,500.00	-121.84	91.9%
575 Admin-Cell Phone Reimburse	1,350.00	1,200.00	150.00	112.5%
576 Admin-Telephone/Internet	1,536.28	2,000.00	-463.72	76.8%
591 Admin-Notices & Fees	4.33	100.00	-95.67	4.3%
600 East Chambers ISD Partnersh	120,000.00	180,000.00	-60,000.00	66.7%
602 IC-WCH 1115 Waiver Prog	91,335.09	275,000.00	-183,664.91	33.2%
603 Indigent Care Costs				
603a IC-Pharmaceutical Costs	48,546.64	48,000.00	546.64	101.1%
603b IC-Referral Costs	333.62			
<b>Total 603 Indigent Care Costs</b>	<b>48,880.26</b>	<b>48,000.00</b>	<b>880.26</b>	<b>101.8%</b>
604 IC-Non Hosp. Cost	1,327.00	300.00	1,027.00	442.3%
605 IC-Office Supplies/Postage	935.39	1,100.00	-164.61	85.0%
606 IC-Pmt to Hosp-ER	8,631.60	2,000,000.00	-1,991,368.40	0.4%
611 IC-Indigent Care Dir Salary	19,680.00	25,000.00	-5,320.00	78.7%
612 IC-Payroll Taxes -Ind Care	1,083.90	2,400.00	-1,316.10	45.2%
615 IC-Software	8,472.00	12,000.00	-3,528.00	70.6%
616 IC-Travel	549.87	500.00	49.87	110.0%
630 NH Program-Mgt Fees	0.00	5,429,189.00	-5,429,189.00	0.0%
631 NH Program-IGT	0.00	9,386,034.00	-9,386,034.00	0.0%
633 NH Program-Acctg Fees	0.00	25,000.00	-25,000.00	0.0%
634 NH Program-Legal Fees	63,040.35	100,000.00	-36,959.65	63.0%
635 NH Program-LTC Fees	0.00	1,490,360.00	-1,490,360.00	0.0%
636 NH Program-Bonds	450.00	450.00	0.00	100.0%
637 NH Program-Interest Expense	297,985.10	509,017.00	-211,031.90	58.5%
638 NH Program-Bank Fees & Misc	2,600.00			
639 NH Program-Appraisal	23,593.62	1.00	23,592.62	2,359,362.0%
653 Service Fee	0.00	100.00	-100.00	0.0%
<b>Total Expense</b>	<b>958,029.99</b>	<b>19,762,011.00</b>	<b>-18,803,981.01</b>	<b>4.8%</b>
<b>Net Income</b>	<b>-661,895.89</b>	<b>133,436.00</b>	<b>-795,331.89</b>	<b>-496.0%</b>

Winnie-Stowell Hospital District

Register: 100 Prosperity Bank -Checking

From 07/26/2017 through 09/06/2017

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
07/26/2017			111 Bank Transfer Clea...	Wire Transfer ...	168,468.92	X		2,336,866.19
07/26/2017			515 Admin-Bank Servic...	Wire Transfer F...	20.00	X		2,336,846.19
07/26/2017	2222	American Express	200 Accounts Payable	0-51003	425.40	X		2,336,420.79
07/26/2017	2223	Anthony Stramecki	200 Accounts Payable	Travel Reimb f...	270.71	X		2,336,150.08
07/26/2017	2224	Benckenstein & Oxford	200 Accounts Payable	Inv 48568 (Apr ...	30,302.27	X		2,305,847.81
07/26/2017	2225	Brookshire Brothers	200 Accounts Payable	IC Jun 2017 Rx's	4,066.45	X		2,301,781.36
07/26/2017	2226	David Sticker	200 Accounts Payable	Inv 19792	2,187.50	X		2,299,593.86
07/26/2017	2227	Function 4 Cotract (fk...	200 Accounts Payable	3A0064	39.21	X		2,299,554.65
07/26/2017	2228	Hubert Oxford	200 Accounts Payable	1/2 Legal Retai...	500.00	X		2,299,054.65
07/26/2017	2229	Indigent Healthcare S...	200 Accounts Payable	Inv 64453	1,059.00	X		2,297,995.65
07/26/2017	2230	Josh Heinz	200 Accounts Payable	1/2 Legal Retai...	500.00	X		2,297,495.65
07/26/2017	2231	Prosperity Bank (CC)	200 Accounts Payable	2704	215.02	X		2,297,280.63
07/26/2017	2232	Tony King	200 Accounts Payable	Security-July RM	100.00	X		2,297,180.63
07/26/2017	2233	Wilcox Pharmacy	200 Accounts Payable	Jun Rx's	1,521.01	X		2,295,659.62
07/26/2017	2234	Dentons US LLP	200 Accounts Payable	Invs 1899428 ...	13,864.00	X		2,281,795.62
07/26/2017	2235	CNA Surety	200 Accounts Payable		2,100.00	X		2,279,695.62
07/27/2017		QuickBooks Payroll S...	Direct Deposit Liabilities	Created by Payr...	2,631.79	X		2,277,063.83
07/28/2017		Texas Workforce Co...	504 Admin-Administrat...	ACH Payment ...	2.10	X		2,277,061.73
07/28/2017	DD1062	Jimenez, Deyanira	-split-	Direct Deposit		X		2,277,061.73
07/28/2017	DD1063	Norris, Sherrie	-split-	Direct Deposit		X		2,277,061.73
07/31/2017			405 Investment Income	Acer Earning P...		X	748.72	2,277,810.45
08/01/2017	2236	Post Oak Bank	200 Accounts Payable	July Loan Inter...	6,560.73	X		2,271,249.72
08/03/2017			636 NH Program-Bonds	ACH Deposit ...		X	2,100.00	2,273,349.72
08/09/2017	995020	ECISD	600 East Chambers ISD...	Check	15,000.00	X		2,258,349.72
08/10/2017		QuickBooks Payroll S...	Direct Deposit Liabilities	Created by Payr...	2,388.44	X		2,255,961.28
08/11/2017		Tx Comptroller	110 Sales Tax Receivable	ACH Deposit C...		X	46,019.61	2,301,980.89
08/11/2017		IRS	235 Payroll Liabilities	ACH Payment I...	1,545.78	X		2,300,435.11
08/11/2017	DD1064	Jimenez, Deyanira	-split-	Direct Deposit		X		2,300,435.11
08/11/2017	DD1065	Norris, Sherrie	-split-	Direct Deposit		X		2,300,435.11
08/15/2017			119 Prepaid IGT	ACH Deposit H...		X	9,691,582.00	11,992,017.11
08/16/2017		Time Warner Cable	576 Admin-Telephone/L...	ACH Payment ...	337.75	X		11,991,679.36
08/16/2017		Funcion 4-Lease fka ...	573 Admin-Copier Leas...	ACH Payment ...	133.42	X		11,991,545.94
08/16/2017		Salt Creek Capital LLC	210.11 Loan Payable M...	Wire Transfer ...	7,000,000.00	X		4,991,545.94
08/16/2017			515 Admin-Bank Servic...	Wire Transfer F...	20.00	X		4,991,525.94
08/22/2017		Post Oak Bank	210.50 Loan Post Oak ...	Wire Transfer ...	2,691,582.00	X		2,299,943.94
08/22/2017			515 Admin-Bank Servic...	Wire Transfer F...	20.00	X		2,299,923.94
08/24/2017		QuickBooks Payroll S...	Direct Deposit Liabilities	Created by Payr...	2,407.23	X		2,297,516.71
08/25/2017	DD1066	Jimenez, Deyanira	-split-	Direct Deposit		X		2,297,516.71
08/25/2017	DD1067	Norris, Sherrie	-split-	Direct Deposit		X		2,297,516.71
08/30/2017	2237	Funcion 4-Lease fka ...	200 Accounts Payable	Inv 559176	34.58			2,297,482.13
08/30/2017	2238	Indigent Healthcare S...	200 Accounts Payable	Inv 64599	1,059.00			2,296,423.13

Winnie-Stowell Hospital District

Register: 100 Prosperity Bank -Checking

From 07/26/2017 through 09/06/2017

Sorted by: Date, Type, Number/Ref

<b>Date</b>	<b>Number</b>	<b>Payee</b>	<b>Account</b>	<b>Memo</b>	<b>Payment</b>	<b>C</b>	<b>Deposit</b>	<b>Balance</b>
08/30/2017	2239	Prosperity Bank	200 Accounts Payable		1,521.37			2,294,901.76
08/31/2017			405 Investment Income	Accr Earning P...		X	663.59	2,295,565.35
09/05/2017			111 Bank Transfer Clea...	Wire Transfer ...	404,191.89	M		1,891,373.46
09/05/2017			515 Admin-Bank Servic...	Wire Transfer F...	20.00	M		1,891,353.46
09/06/2017	2240	Post Oak Bank	200 Accounts Payable	Loan Int Due #...	3,644.85			1,887,708.61

**Winnie-Stowell Hospital District**  
**Open Invoices for Approval**  
**As of September 6, 2017**

Accrual Basis

Type	Date	Num	Name	Memo	Amount
<b>200 Accounts Payable</b>					
Bill	09/06/2017		Benckenstein & Oxf...	Inv 48659 (May)	21,294.87
Bill	08/30/2017		Brookshire Brothers	Rx's for July	6,494.81
Bill	08/30/2017		David Sticker	Inv #19825	1,781.25
Bill	08/30/2017		Funcion 4-Lease fka...	Inv 559176	34.58
Bill Pmt ...	08/30/2017	2237	Funcion 4-Lease fka...	Inv 559176	-34.58
Bill	09/06/2017		Hubert Oxford	1/2 Legal Retainer	500.00
Bill	08/30/2017		Indigent Healthcare ...	Inv 64599	1,059.00
Bill Pmt ...	08/30/2017	2238	Indigent Healthcare ...	Inv 64599	-1,059.00
Bill	08/30/2017		Johnston LLC	WCH-ARCH Invoice 000...	8,631.60
Bill	09/06/2017		Josh Heinz	1/2 Legal Retainer	500.00
Bill	09/06/2017		Post Oak Bank	Loan Int Due #790154	3,644.85
Bill Pmt ...	09/06/2017	2240	Post Oak Bank	Loan Int Due #790154	-3,644.85
Bill	08/30/2017		Prosperity Bank		1,521.37
Bill Pmt ...	08/30/2017	2239	Prosperity Bank		-1,521.37
Bill	09/06/2017		Tony King	Security-RM	100.00
Bill	08/30/2017		UTMB at Galveston	For Batch Date 07.31.17	238.08
Bill	08/30/2017		UTMB Faculty Grou...	For Batch Date 07.31.17	95.54
Bill	08/30/2017		Wilcox Pharmacy	Rx's for July	1,408.19
Total 200 Accounts Payable					41,044.34
<b>TOTAL</b>					<b>41,044.34</b>



WINNIE STOWELL HOSPITAL

Account Number: XXXX XXXX XXXX 2704

ACCOUNT SUMMARY

Credit Limit	\$10,000.00
Credit Available	\$8,478.00
Statement Closing Date	July 31, 2017
Days in Billing Cycle	31
Previous Balance	\$215.02
- Payments & Credits	\$530.02
+ Purchases & Other Charges	\$1,836.37
+ Cash Advances	\$0.00
+ Finance Charges	\$0.00
= New Balance	\$1,521.37

PAYMENT INFORMATION

New Balance	\$1,521.37
Minimum Payment Due	\$77.00
Payment Due Date	August 25, 2017

RECEIVED  
Pd 2239.00  
AUG 07 2017

Questions? Call Card Services 1-800-248-9600  
Or Write: PO Box 2360 Stop Code P-23  
Omaha, NE 68108

Notice: SEE REVERSE SIDE FOR MORE IMPORTANT INFORMATION

TRANSACTIONS

Tran Date	Post Date	Reference Number	Transaction Description	Amount
<b>TOTAL 4054692000142704 \$215.02-</b>				
07/31	07/31	74217036LEHNF3V4B	PAYMENT- MAIL THANK YOU ABILENE TX	215.02-
<b>SHERRIE NORRIS</b>				
<b>TOTAL 4054692000142720 \$1,521.37</b>				
07/02	07/02	24692165P2XMKXHKA	GOOGLE *SVCSAPPS_wshd- cc@google.com CA	20.00
MCC: 7311 MERCHANT ZIP: 94043				
07/11	07/11	24445006100BTKPQW	USPS PO 4898150665 WINNIE TX	49.00
MCC: 9402 MERCHANT ZIP: 77665				
07/14	07/16	7441295645V2G2SR2	TEXAS HOSPITAL ASSOC 51246510 CREDIT	315.00-
MCC: 8062 MERCHANT ZIP: 78701				
07/23	07/23	24692166Q2XEMXTJA	MARRIOTT S ANTONIO RVR 866-435-7627 TX	833.40
MCC: 3509 MERCHANT ZIP: 78205				
LODGING CHECK-IN DATE: 07/22/17				
07/23	07/23	24692166Q2XEMXTL3	MARRIOTT S ANTONIO RVR 866-435-7627 TX	929.64

Transactions continued on next page

1031 0001 VVG 002 7 31 170731 0 PAGE 1 of 2 10 3191 2000 CORP 706

Please detach bottom portion and submit with payment using enclosed envelope



PROSPERITY BANK  
CREDIT CARD DEPARTMENT  
402 CYPRESS ST. SUITE 100  
ABILENE TX 79601

Payment Information

Account Number:	XXXX XXXX XXXX 2704
Payment Due Date	August 25, 2017
New Balance	\$1,521.37
Minimum Payment Due	\$77.00
Past Due Amount	\$0.00

Make Check  
Payable to:

Amount Enclosed: \$

WINNIE STOWELL HOSPITAL  
WINNIE STOWELL HOSPITAL  
PO BOX 1997  
WINNIE TX 77665-1997

706

PROSPERITY BANK  
PO BOX 660525  
DALLAS TX 75266-0525



405469200014270400007700001521376

**LOST OR STOLEN CARDS:** If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should contact us immediately:

**ADDRESS:**  
Prosperity Bank  
Credit Card Department  
402 Cypress St., Suite 100  
Abilene, Texas 79601

**Telephone:**  
1-800-248-9600

You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$0.

**PAYMENT OPTIONS:** To make a payment by phone, call us toll free at 1-800-248-9600 and follow the instructions provided or speak to a customer service representative. To make a payment online or to set up automatic monthly payments, visit our credit card website at <https://prosperityonline.fdcsc.com> (registration required).

**MAILED PAYMENTS:** Mail your payments to the payment address specified on the statement. Overnight payments may be sent to: Card Services, 1010 W. Mockingbird Ln. Suite 100, C/O 660525, Dallas, Texas 75247. Use the enclosed envelope and include the payment coupon from the bottom of the statement with your check.

**ADDRESS and EMAIL CHANGES:** Please call Customer Service toll free at 1-800-248-9600 and speak to a customer service representative.

**BILLING RIGHTS SUMMARY:**

If you find an error on your statement, write to us immediately at:

**ADDRESS:**  
Card Services  
P.O. Box 2360  
Stop Code P-23  
Omaha, NE 68108

In your letter, please provide the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

\*You must notify us of any potential errors in **writing**. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases:**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (NOTE: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

**ADDRESS:**  
Dispute Dept.  
PO BOX 2317  
Stop Code P-10  
Omaha, NE 68108

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will inform you of our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

**BALANCE COMPUTATION METHOD:** Here is how we compute the balance subject to **FINANCE CHARGE:** We figure the balance subject to **FINANCE CHARGE** on your account by the "average daily balance" (including certain current transactions) method. To get the "average daily balance," we take the beginning balance on your account each day and subtract any payments or credits and unpaid **FINANCE CHARGES**. Then we add any new Cash Advances. We add any new Credit Purchases if you did not pay your account in full by the due date shown on your previous monthly statement, but we do not add any new Credit Purchases if you did pay your account in full. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance" which will be the balance subject to the **FINANCE CHARGE**.

**PAYING INTEREST:** You will not pay a **FINANCE CHARGE** on Credit Purchases if you fully pay your account(s) each month by the due date shown on your statement. You will, however, pay a **FINANCE CHARGE** on all Cash Advances from the day they are posted to your account. The first statement you receive which shows a Cash Advance will include a **FINANCE CHARGE** for the Cash Advance from the date it was posted to your account. If you fully pay your account by the date shown on that statement, you will not pay a further **FINANCE CHARGE** on that Cash Advance.

O1AF1031 - 2 - 11/30/15

**TRANSACTIONS (continued)**

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			MCC: 3509 MERCHANT ZIP: 78205	
			LODGING CHECK-IN DATE: 07/22/17	
07/30	07/30	24692166K2XS65JMJ	Intuit *PayrollEE usag 800-446-8848 CA	4.33
			MCC: 5734 MERCHANT ZIP: 92129	

**IMPORTANT ACCOUNT INFORMATION**

To view your statement or make payments online, visit [www.prosperitybankusa.com](http://www.prosperitybankusa.com).

Don't forget to update your automated payment plans. Merchants will need your new card number and expiration date.

**IMPORTANT NOTICE FOR AUTOMATIC, INTERNET, OR PHONE ACH PAYMENTS:**

Your payment may be reduced by any credit adjustments or payments made since your last statement.

**INTEREST CHARGE CALCULATION**

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	ANNUAL PERCENTAGE RATE (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	9.90% (f)	\$0.00	31	\$0.00
Cash Advances	9.90% (f)	\$0.00	31	\$0.00

(v) = variable (f) = fixed

1-2

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 07/31/17-07/31/17

Brookshire Bros. Phar. (winnie)  
 P.o. Box 1359  
 Winnie, TX 77665

Vendor #: 65460

GL #	Description	Amount
WSHD	Wshd	6,494.84
<b>Expenditures</b>		<b>6,494.84</b>
<b>Reimb/Adjustments</b>		<b>0.00</b>
<b>Grand Total</b>		<b>6,494.84</b>

39 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
036-2475*65460*16	WSHD	07/31/17	5.09	5.09	
036-2475*65460*16	WSHD	07/31/17	3.49	3.49	
036-2749*65460*26	WSHD	07/22/17	34.00	31.90	
036-2749*65460*26	WSHD	07/14/17	5.00	5.00	
036-2749*65460*26	WSHD	07/14/17	11.93	11.93	
036-2749*65460*26	WSHD	07/11/17	12.76	12.76	
036-2792*65460*3	WSHD	07/25/17	5.00	5.00	
036-2792*65460*3	WSHD	07/25/17	5.00	5.00	
036-2811*65460*22	WSHD	07/11/17	243.12	243.12	
036-2811*65460*22	WSHD	07/11/17	75.44	60.32	
036-2811*65460*22	WSHD	07/25/17	7.45	7.45	
036-2815*65460*1	WSHD	07/21/17	16.38	16.38	
036-2815*65460*1	WSHD	07/27/17	15.00	15.00	
036-2815*65460*1	WSHD	07/27/17	12.00	12.00	
036-2815*65460*1	WSHD	07/27/17	15.05	15.05	
036-2815*65460*1	WSHD	07/27/17	11.63	11.63	
036-2815*65460*1	WSHD	07/27/17	5.00	5.00	
036-2815*65460*1	WSHD	07/20/17	34.00	31.90	
036-2815*65460*1	WSHD	07/20/17	6.50	6.50	
036-2815*65460*1	WSHD	07/20/17	5.00	5.00	
036-2821*65460*5	WSHD	07/05/17	38.62	29.33	
036-2821*65460*5	WSHD	07/05/17	15.56	15.56	
036-2821*65460*5	WSHD	07/24/17	147.02	147.02	
036-2856*65460*10	WSHD	07/14/17	152.10	152.10	
036-2856*65460*10	WSHD	07/18/17	25.00	25.00	
036-2929*65460*5	WSHD	07/22/17	24.59	24.59	
036-2929*65460*5	WSHD	07/22/17	5.00	5.00	
036-2929*65460*5	WSHD	07/22/17	5.00	5.00	
036-2945*65460*1	WSHD	07/17/17	14.66	14.66	
036-2945*65460*1	WSHD	07/17/17	51.22	51.22	
036-2945*65460*1	WSHD	07/17/17	5.00	5.00	
036-2945*65460*1	WSHD	07/17/17	20.90	20.90	
036-2945*65460*1	WSHD	07/17/17	27.07	27.07	
036-2945*65460*1	WSHD	07/26/17	11.63	11.63	



**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 07/31/17-07/31/17

Brookshire Bros. Phar. (winnie)  
P.o. Box 1359  
Winnie, TX 77665

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
036-3067*65460*4	WSHD	07/21/17	45.41	45.41	
036-3067*65460*4	WSHD	07/08/17	9.28	9.28	
036-3067*65460*4	WSHD	07/03/17	5.00	5.00	
036-3067*65460*4	WSHD	07/03/17	10.64	10.64	
036-3067*65460*4	WSHD	07/10/17	5.00	5.00	
036-3067*65460*4	WSHD	07/10/17	28.35	28.35	
036-3067*65460*4	WSHD	07/19/17	5.00	5.00	
036-3067*65460*4	WSHD	07/24/17	5.64	4.58	
036-3217*65460*25	WSHD	07/06/17	217.20	217.20	
036-3217*65460*25	WSHD	07/28/17	114.20	114.20	
036-3372*65460*7	WSHD	07/10/17	27.16	27.16	
036-3372*65460*7	WSHD	07/10/17	38.91	38.91	
036-3372*65460*7	WSHD	07/10/17	54.49	54.49	
036-3414*65460*3	WSHD	07/11/17	36.17	36.17	
036-3414*65460*3	WSHD	07/14/17	22.35	22.35	
036-3414*65460*3	WSHD	07/24/17	5.00	5.00	
036-3414*65460*3	WSHD	07/14/17	5.00	5.00	
036-3414*65460*3	WSHD	07/14/17	5.00	5.00	
036-3414*65460*3	WSHD	07/14/17	5.00	5.00	
036-3414*65460*3	WSHD	07/24/17	56.96	56.96	
036-3426*65460*26	WSHD	07/07/17	71.56	71.56	
036-3426*65460*26	WSHD	07/31/17	11.71	11.71	
036-3432*65460*18	WSHD	07/19/17	5.00	5.00	
036-3432*65460*18	WSHD	07/19/17	5.00	5.00	
036-3432*65460*18	WSHD	07/19/17	25.86	25.86	
036--3424*65460*14	WSHD	07/05/17	14.90	14.90	
036--3424*65460*14	WSHD	07/05/17	45.41	45.41	
1000*65460*17	WSHD	07/03/17	7.50	7.50	
1000*65460*17	WSHD	07/11/17	5.00	5.00	
1011*65460*18	WSHD	07/03/17	73.00	73.00	
1011*65460*18	WSHD	07/03/17	4.73	4.73	
1011*65460*18	WSHD	07/03/17	41.43	41.43	
1011*65460*18	WSHD	07/28/17	12.76	12.76	
1019*65460*12	WSHD	07/31/17	17.95	15.70	
1019*65460*12	WSHD	07/05/17	5.00	5.00	
1019*65460*12	WSHD	07/05/17	25.88	25.88	
1019*65460*12	WSHD	07/05/17	5.00	5.00	
1019*65460*12	WSHD	07/05/17	54.49	54.49	
1019*65460*12	WSHD	07/05/17	17.95	15.70	
1023*65460*4	WSHD	07/18/17	33.93	33.93	
1023*65460*4	WSHD	07/18/17	5.00	5.00	
1023*65460*4	WSHD	07/18/17	5.00	5.00	
1024*65460*12	WSHD	07/21/17	28.31	28.31	
1030*65460*12	WSHD	07/10/17	54.42	54.42	
1030*65460*12	WSHD	07/18/17	8.36	8.36	
1030*65460*12	WSHD	07/10/17	5.00	5.00	
1030*65460*12	WSHD	07/17/17	5.00	5.00	

**GL Totals**

Issued 08/07/17

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 07/31/17-07/31/17Brookshire Bros. Phar. (winnie)  
P.o. Box 1359  
Winnie, TX 77665

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
1030*65460*12	WSHD	07/07/17	38.67	38.67	
1030*65460*12	WSHD	07/17/17	5.00	5.00	
1038*65460*8	WSHD	07/03/17	1,499.68	1,158.46	
1038*65460*8	WSHD	07/03/17	46.79	46.79	
1038*65460*8	WSHD	07/01/17	231.21	231.21	
1042*65460*5	WSHD	07/06/17	30.93	30.93	
1042*65460*5	WSHD	07/06/17	30.00	30.00	
1043*65460*6	WSHD	07/06/17	56.96	56.96	
1043*65460*6	WSHD	07/31/17	10.00	10.00	
1043*65460*6	WSHD	07/05/17	5.00	5.00	
1043*65460*6	WSHD	07/05/17	10.00	10.00	
1043*65460*6	WSHD	07/05/17	41.02	41.02	
1043*65460*6	WSHD	07/24/17	10.00	10.00	
1043*65460*6	WSHD	07/06/17	5.00	5.00	
1045*65460*6	WSHD	07/17/17	10.38	9.55	
1046*65460*5	WSHD	07/01/17	33.76	33.76	
1046*65460*5	WSHD	07/01/17	102.08	102.08	
1046*65460*5	WSHD	07/01/17	13.02	13.02	
1047*65460*5	WSHD	07/20/17	6.55	6.55	
1047*65460*5	WSHD	07/20/17	10.00	10.00	
1047*65460*5	WSHD	07/18/17	10.00	10.00	
1049*65460*4	WSHD	07/03/17	42.60	42.60	
1049*65460*4	WSHD	07/03/17	5.00	5.00	
1049*65460*4	WSHD	07/31/17	5.64	5.64	
1049*65460*4	WSHD	07/03/17	85.07	85.07	
1054*65460*3	WSHD	07/03/17	20.02	20.02	
1054*65460*3	WSHD	07/13/17	21.60	21.60	
1054*65460*3	WSHD	07/13/17	9.28	9.28	
1054*65460*3	WSHD	07/03/17	6.83	6.83	
1055*65460*3	WSHD	07/14/17	84.19	84.19	
1058*65460*1	WSHD	07/07/17	11.37	11.37	
1058*65460*1	WSHD	07/07/17	5.00	5.00	
1062*65460*2	WSHD	07/06/17	49.21	49.21	
1062*65460*2	WSHD	07/06/17	7.50	7.50	
1062*65460*2	WSHD	07/06/17	1,440.08	1,168.86	
1063*65460*1	WSHD	07/13/17	25.00	25.00	
1063*65460*1	WSHD	07/05/17	20.80	20.80	
1063*65460*1	WSHD	07/05/17	27.07	27.07	
1063*65460*1	WSHD	07/05/17	25.88	25.88	
1064*65460*1	WSHD	07/14/17	27.50	26.38	
1064*65460*1	WSHD	07/14/17	33.29	33.29	
1065*65460*1	WSHD	07/17/17	27.75	27.75	
1066*65460*1	WSHD	07/21/17	23.49	23.49	
1066*65460*1	WSHD	07/21/17	5.00	5.00	
1066*65460*1	WSHD	07/21/17	5.00	5.00	
1066*65460*1	WSHD	07/18/17	33.29	33.29	
1066*65460*1	WSHD	07/21/17	54.49	54.49	

©IHS  
Issued 08/07/17

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 07/31/17-07/31/17

Brookshire Bros. Phar. (winnie)  
P.o. Box 1359  
Winnie, TX 77665

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
1066*65460*1	WSHD	07/18/17	27.50	26.38	
1067*65460*1	WSHD	07/18/17	259.95	195.58	
1067*65460*1	WSHD	07/21/17	30.31	30.31	
1067*65460*1	WSHD	07/24/17	98.12	98.12	
1068*65460*1	WSHD	07/19/17	115.89	115.89	
	***		<b>7,208.89</b>	<b>6,494.84</b>	
	***		<b>7,208.89</b>	<b>6,494.84</b>	

133 records listed  
**39 total invoices**

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 07/31/17-07/31/17

Wilcox Pharmacy  
 P. O. Box 1850  
 Winnie, TX 77665

Vendor #: 18651

GL #	Description	Amount
WSHD	Wshd	1,408.19
<b>Expenditures</b>		<b>1,408.19</b>
<b>Reimb/Adjustments</b>		<b>0.00</b>
<b>Grand Total</b>		<b>1,408.19</b>

9 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
036-2778*18651*31	WSHD	07/13/17	159.21	75.67	
036-2783*18651*74	WSHD	07/08/17	81.87	39.84	
036-2783*18651*74	WSHD	07/08/17	177.06	97.18	
036-2783*18651*74	WSHD	07/08/17	95.69	46.26	
036-2833*18651*90	WSHD	07/06/17	28.84	15.35	
036-2833*18651*90	WSHD	07/06/17	337.81	175.02	
036-2942*18651*72	WSHD	07/14/17	73.09	21.42	
036-2942*18651*72	WSHD	07/14/17	387.68	306.35	
036-2942*18651*72	WSHD	07/14/17	39.13	29.78	
036-3364*18651*41	WSHD	07/25/17	20.00	20.00	
036-3364*18651*41	WSHD	07/25/17	23.68	12.79	
036-3364*18651*41	WSHD	07/25/17	24.00	24.00	
036-3364*18651*41	WSHD	07/25/17	22.85	22.85	
036-3364*18651*41	WSHD	07/25/17	54.86	54.86	
1007*18651*5	WSHD	07/18/17	54.63	26.93	
1020*18651*12	WSHD	07/03/17	205.68	97.18	
1034*18651*5	WSHD	07/18/17	64.75	64.75	
1034*18651*5	WSHD	07/18/17	11.45	6.94	
1035*18651*2	WSHD	07/18/17	39.75	36.92	
1035*18651*2	WSHD	07/31/17	224.33	177.87	
1035*18651*2	WSHD	07/31/17	69.93	56.23	
	***		<b>2,196.29</b>	<b>1,408.19</b>	
	***		<b>2,196.29</b>	<b>1,408.19</b>	

21 records listed.

9 total invoices

©IHS  
Issued 08/21/17

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 07/31/17-07/31/17

Utmf Faculty Grp Practice  
Po Box 650859 Dep 710  
Dallas, TX 75265

Vendor #: 63615  
NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	95.54
	<b>Expenditures</b>	<b>95.54</b>
	<b>Reimb/Adjustments</b>	<b>0.00</b>
	<b>Grand Total</b>	<b>95.54</b>

1 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
1047*63615*1	WSHD	06/16/17	415.00	95.54	
	***		415.00	95.54	
	***		415.00	95.54	

1 records listed.  
1 total invoices

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 07/31/17-07/31/17

Utmh At Galveston  
 P. O. Box 660120 Dept 730  
 Dallas, TX 75266

Vendor #: 63614

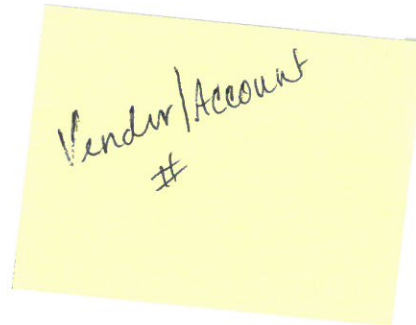
GL #	Description	Amount
WSHD	Wshd	234.08
	<b>Expenditures</b>	<b>234.08</b>
	<b>Reimb/Adjustments</b>	<b>0.00</b>
	<b>Grand Total</b>	<b>234.08</b>

1 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
1047*63614*1	WSHD	06/16/17	51.00	14.28	
1047*63614*1	WSHD	06/16/17	391.00	109.48	
1047*63614*1	WSHD	06/16/17	129.00	36.12	
1047*63614*1	WSHD	06/16/17	70.00	19.60	
1047*63614*1	WSHD	06/16/17	195.00	54.60	
	***		<b>836.00</b>	<b>234.08</b>	
	***		<b>836.00</b>	<b>234.08</b>	

5 records listed.  
 1 total invoices



**David Sticker & Co. P.C.**  
**Certified Public Accountant**  
2180 Eastex Freeway  
Beaumont, TX 77703  
(409) 899-3000

Invoice  
submitted to:  
Winnie Stowell Hospital District  
PO Box 1997  
Winnie, TX 77665

09/01/2017

Invoice # 19825

Professional Services

	<u>Amount</u>
08/25/17 7-11-17 Review payrolls prior to submission. Prepare 2nd quarter 941 and prepare and file TWC. 2.75 Hrs.	1,781.25
7-25-17 Review reports and revise. 1.50 Hrs.	
7-26-17 Telephone calls and review reports prior to meeting. 3.50 Hrs.	
8-14-17 Download and review books. Assist in gathering and organizing Audit requests. Make various adjustments to books. 3.50 Hrs.	
8-17-17 Complete Audit requests to date. 1.00 Hrs.	
8-22-17 Budget amendments re: MPAP and IC 2.00 Hrs	
<b>TOTAL HRS 14.25 @ \$125.00 = \$1,781.25</b>	
For professional services rendered	<u>\$1,781.25</u>
Balance due	<u><u>\$1,781.25</u></u>

***Invoices Due Upon Receipt***



**CONTRACT INVOICE**

Invoice Number: INV559176  
Invoice Date: 08/17/2017

*CK #  
Pd 22 37*

**Bill To:** Winnie - Stowell Hospital District  
PO Box 1997  
Winnie, TX 77665

**Customer:** Winnie - Stowell Hospital District  
538 Broadway  
Winnie, TX 77665

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
3A0064	Net 30	09/16/2017	\$34.58	<b>\$34.58</b>	
<b>Invoice Remarks</b>					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
4457-01		\$31.94		01/26/2016	01/25/2021
<b>Contract Remarks</b>					

**Summary:**

Contract base rate charge for this billing period	\$0.00
Contract overage charge for the 07/26/2017 to 08/25/2017 overage period	\$31.94 **
	\$31.94

\*\*See overage details below

**Detail:**

**Equipment included under this contract**

**KM/227**

Number	Serial Number	Base Adj.	Location						
3A2812	A7AK011001716	\$0.00	Winnie - Stowell Hospital District 538 Broadway Winnie, TX 77665						
Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B/W	3A2812 - B/W	44,247	46,887		2,640	0	2,640	\$0.012100	\$31.94 \$31.94

Please include invoice number on check.

Remit Payment To:  
Function 4, LLC  
12560 Reed Rd, Ste 200  
Sugar Land, TX 77478

Invoice SubTotal	\$31.94
Tax:	\$2.64
Invoice Total	\$34.58
<b>Balance Due:</b>	<b>\$34.58</b>



Indigent Healthcare Solutions, Ltd.  
2040 North Loop, 336 West, Suite 304  
Conroe, TX 77304

Phone # (800) 834-0560  
Fax # (936) 756-6741

WINNIE STOWELL HOSPITAL DISTRICT  
P O BOX 1997  
WINNIE, TX 77665

RECEIVED  
AUG 03 2017  
*CX Ad 2230*

Invoice # 64599

Date: 8/1/2017

Terms: Net receipt of invoice

---

Professional services for the month of September 2017

1,059.00

---

**Total**

**\$1,059.00**

PLEASE REMIT PAYMENT TO  
INDIGENT HEALTHCARE SOLUTIONS, LTD  
ATTN: KELLEY ASTOLOS  
3011 ARMORY DRIVE, SUITE 190  
NASHVILLE, TN 37204

*THANK YOU FOR YOUR BUSINESS!!!*

**IHS**

---

**Johnston LLC Invoice # 0003686**

1 message

**Bob Walker** <bwalker@walkerus.com>

Mon, Aug 7, 2017 at 6:10 PM

To: Edward Murrell <murrelledward@yahoo.com>, Anthony Stramecki <anthony@stramecki.com>, "sherrie@wshd-tx.com" <sherrie@wshd-tx.com>

Cc: Abram Campbell <acampbell@fifthpartners.com>, Richard Leyendecker <richard.leyendecker@johnstonllc.com>, Hubert Oxford IV <hoxfordiv@benoxford.com>, Bob Walker <bwalker@walkerus.com>

Attached is the approved invoice # 0003686 from Johnston for architectural services for the WCH ED project. Please remit payment. Please contact me with any questions. Thank you, Bob

---

**From:** Hubert Oxford IV [mailto:hoxfordiv@benoxford.com]

**Sent:** Tuesday, August 1, 2017 4:48 PM

**To:** Bob Walker <bwalker@walkerus.com>; Edward Murrell <murrelledward@yahoo.com>; Anthony Stramecki <anthony@stramecki.com>

**Cc:** Abram Campbell <acampbell@fifthpartners.com>; 'sherrie@wshd-tx.com' <sherrie@wshd-tx.com>

**Subject:** RE: Invoice Process

After they have been reviewed and approved by you, please submit to Anthony, Edward, and Sherrie. This is strange month for purposes of when the Board is meeting due to summer schedules. Our next Board meeting is not until the end of the month but if need be, I assume we can get people paid sooner and then just ratify the payment at the Board meeting.

Hubert Oxford, IV

Benckenstein & Oxford, L.L.P.

3535 Calder Avenue, Suite 300

Beaumont, Texas 77706

(409) 951-4721 Direct

(409) 351-0000 Cell

(409) 833-8819 Fax

CONFIDENTIAL NOTICE

This e-mail transmission (and/or the documents accompanying it) may contain confidential information belonging to the sender which is protected by the attorney-client privilege. This information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this e-mail in error, please immediately send a reply and delete the e-mail promptly. If there is any question or difficulty, please notify us by calling us collect at phone number (409) 833-9182.

---

**From:** Bob Walker [mailto:bwalker@walkerus.com]

**Sent:** Tuesday, August 01, 2017 3:25 PM

**To:** Hubert Oxford IV <hoxfordiv@benoxford.com>; Edward Murrell <murrelledward@yahoo.com>; Anthony Stramecki <anthony@stramecki.com>

**Cc:** Abram Campbell <acampbell@fifthpartners.com>

**Subject:** Invoice Process

Hubert, I received the first invoice from the architect. We will review and track all invoices. Who should we send them to for payment? Can we just email an electronic version of invoices? Thanks, Bob

---

 **WCHED\_Arch Inv 0003686.pdf**  
292K

# WCH · ARCH INVOICE



**Johnston, LLC**  
 2603 Augusta, Suite 1500  
 Houston, TX 77057

**JOHNSTON**

July 27, 2017  
 Project No: 17-00028-00  
 Invoice No: 0003686

Mr. Robert Walker, AIA  
 Winnie Stowell Hospital District  
 P.O. Box 1975  
 Winnie, TX 776665

BASIC SERVICES CONTRACT LUMP SUM AMT.  
 - \$95,000

Project 17-00028-00 Winnie- Hospital ED Expansion

**Professional Services from July 1, 2017 to July 31, 2017**

Billing Phase	Fee	Percent Complete	Previous Fee Billed	Current Fee Billing
Pre-Design	2,125.00	100.00	0.00	2,125.00
Schematic Design	19,337.50	33.00	0.00	6,381.38
Design Development	10,412.50	0.00	0.00	0.00
Construction Documents	34,000.00	0.00	0.00	0.00
Bid-Permit	2,125.00	0.00	0.00	0.00
Construction Administration	17,000.00	0.00	0.00	0.00
Special Service-Civil Eng.	10,000.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>95,000.00</b>		<b>0.00</b>	<b>8,506.38</b>
	<b>Total Fee</b>			<b>8,506.38</b> ✓

**Reimbursable Expenses**

Gas/Mileage			111.29	
Reproduction/Printing			13.93	
<b>Total Reimbursables</b>			<b>125.22</b>	<b>125.22</b> ✓

**Billing Limits**

	Current	Prior	To-Date
Expense	125.22	0.00	125.22
Limit			6,000.00
Remaining			5,874.78

**Total this Invoice** \$8,631.60

CONTRACT AMT 95,000.00  
 INV. 0003686 8,506.38  
 REMAINING FEE 86,493.62

APPROVED  
 WCH ED  
 PROJECT  
 8/7/2017

RWalker

---

Project	17-00028-00	Winnie-Hospital ED Expansion	Invoice	0003686
---------	-------------	------------------------------	---------	---------

---

## Billing Backup

Thursday, July 27, 2017

Johnston, LLC

Invoice 0003686 Dated 7/27/2017

1:50:06 PM

---

Project	17-00028-00	Winnie- Hospital ED Expansion
---------	-------------	-------------------------------

### Reimbursable Expenses

#### Gas/Mileage

EX 0000684	7/5/2017	Vavra, Bryan / Site Visit	37.45
EX 0000690	7/12/2017	Garza, Bryan	38.79
EX 0000692	7/12/2017	Gaviria, Paula / WCH ED Expansion - UWS #01	35.05

#### Reproduction/Printing

JE 6302017	6/30/2017	In House Reproduction-June 2017 / Small Format	13.93
------------	-----------	---	-------

<b>Total Reimbursables</b>	<b>125.22</b>	<b>125.22</b>
----------------------------	---------------	---------------

<b>Total This Project</b>	<b>\$125.22</b>
---------------------------	-----------------

<b>Total this Report</b>	<b>\$125.22</b>
--------------------------	-----------------

**LOAN BILLING NOTICE**



Post Oak Bank - Beaumont  
 55 IH-10 NORTH  
 Beaumont, TX 77707

WINNIE-STOWELL HOSPITAL DISTRICT  
 PO BOX 1997  
 WINNIE TX 77665-1997

*Pd 2240 ck*

STATEMENT DATE 8/23/17

ACCOUNT NUMBER	DUE DATE	INTEREST RATE
790154 20	9/07/17	3.25000%
PRINCIPAL AMOUNT DUE		
INTEREST AMOUNT DUE		3644.85
OTHER CHARGES		
PAST DUE		
TOTAL AMOUNT DUE		3644.85

009

Beaumont

**PLEASE RETURN THIS NOTICE WITH PAYMENT.**

COMMERCIAL LOANS 8/23/17  
 Acct No 790154 Beaumont Branch 009  
 Beginning Balance 2691582.00 Ending Balance .00  
 Interest Paid YTD 6560.73  
 ----- Current Period Transactions -----  
 Eff Date Description Principal Interest Escrow Other  
 8/04/17 REGULAR PAYMENT .00 .00  
 6560.73 .00  
 8/22/17 PRINCIPAL PAYMENT 2691582.00 .00  
 .00 .00  
 ----- End of Statement -----

**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

September 5, 2017

Mr. Edward Murrell  
President  
Winnie Stowell Hospital District  
825 State Hwy 124  
Winnie Texas 77665

Re: Invoice and Draft Minutes for July 26, 2017 Regular Meeting; and Special Meeting Minutes of August 17, 2017; Our File No. 87250.

Dear President Murrell,

Attached, please find the minutes for the July 26, 2017 Regular Minutes and August 17, 2017 Special Meeting. After you have had a chance to review these minutes, please let me know if there are any changes that need to be made.

Also, please allow this letter to serve as a *partial invoice* for \$1,000.00 representing the retainer for work performed in July 2017. We would request that you put this invoice in line for payment at the August 30, 2017 Regular meeting. When we submit our time invoice for July 2017, we will give the District credit for the \$1,000.00 payment.

If you concur, please draft a check in the amount of \$500.00 checks payable to Josh Heinz and a second check for \$500.00 to Hubert Oxford, IV.

With best wishes, I am

Sincerely,

**BENCKENSTEIN & OXFORD, L.L.P.**



---

Hubert Oxford, IV

**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

September 6, 2017

Mr. Edward Murrell  
President  
Winnie Stowell Hospital District  
825 State Hwy 124  
Winnie Texas 77665

Re: Winnie Stowell Hospital District; Billable Invoice for May 2017 less Retainer;  
Our File No. 87250.

Dear President Murrell,

Attached, please find a partial monthly invoice for the month of May 2017 on behalf of Benckenstein & Oxford, LLP. The invoice is for \$22,294.87, however, the amount owed is \$21,294.87 after taking into account the \$1,000.00 retainer that has previously been paid.

Given the circumstances and timing of this meeting, I was not able to finish entering time for the month of May 2017 before this upcoming meeting. If it is alright with Board, it is my intention to submit the balance of time for May 2017 in an invoice during the September 20<sup>th</sup>, 2017 Regular Meeting along with a complete June 2017 invoice.

If there are any questions, please do not hesitate to contact me. Otherwise, we would appreciate your payment of this invoice.

With best wishes, I am

Sincerely,

**BENCKENSTEIN & OXFORD, L.L.P.**

By:   
Hubert Oxford, IV

Enclosure

# Benckenstein & Oxford, L.L.P.

3535 Calder Avenue, Suite 300

Beaumont, TX 77706

September 6, 2017

**INVOICE #:** 48659      **HOIV**  
**Billed through:** May 31, 2017  
**Client/Matter #:** WSHD      87250

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

RE: Winnie-Stowell Hospital District

## PROFESSIONAL SERVICES RENDERED

05/02/17	HOIV	Reviewed indigent program and had conference call with staff regarding questions concerning Chapter 61 of the Texas Health and Safety Code.	1.00 hrs
05/02/17	HOIV	Participated in Special Meeting by way of conference call.	0.50 hrs
05/03/17	HOIV	Worked with LTC and counsel for other districts to finalize settlement agreement with objecting District's and revised District Spreadsheets to account for the payments.	2.60 hrs
05/03/17	HOIV	Worked with Tommy Davis to gather information and answer questions regarding March and April 2015 MPAP payments.	1.20 hrs
05/08/17	HOIV	Prepared for conference call and participated in conference call with Lender to discuss MPAP and QIPP programs and loans for nursing home operations.	2.50 hrs
05/08/17	HOIV	Began performing analysis after conference call with Lender to determine cash flow impacts and costs associated with nursing home loans.	3.50 hrs
05/08/17	HOIV	Exchanged multiple e-mails and conference calls with LTC Group regarding their Service Agreements and adjustments to rates.	1.00 hrs
05/08/17	HOIV	Drafted extensive e-mail to Lenders regarding conference calls and proposals discussed on the call.	1.50 hrs
05/09/17	HOIV	Conference call with LTC Group and Board member regarding status of LTC loan demands.	0.70 hrs
05/09/17	HOIV	Drafted extensive e-mail to LTC Financial providing the District's financials for 2014-2016 and an explanation concerning the District's 2014 and 2015 audits.	0.90 hrs
05/09/17	HOIV	Responded to e-mail from Empower Texans regarding the status of 2014 and 2015 audits.	0.70 hrs
05/10/17	HOIV	Received spreadsheet from staff at the Texas Health and Human Service Commission following prior conference call and spent time reviewing the State's plan to distribute Component 1 funds and modifying the spreadsheet in	3.00 hrs



order to get a better idea of the cash flow demand of the District.

05/10/17	HOIV	Conference call with the LTC Group staff; Caring Healthcare, and counsel for HMG regarding State of Texas's plan to distribute Component 1 funds for QIPP.	1.40 hrs
05/10/17	HOIV	Performed initial reviewed ten (10) HUD Loan documents for Garrison Nursing Home on behalf of Caring Healthcare; made revisions and suggested changes; and returned to Lender's counsel for consideration. These documents will also be used for Golden Villa, Marshall Manor, and Spring Branch.	6.30 hrs
05/11/17	HOIV	Finalized initial reviewed ten (10) HUD Loan documents for Garrison Nursing Home on behalf of Caring Healthcare; made revisions and suggested changes; and returned to Lender's counsel for consideration. These documents will also be used for Golden Villa, Marshall Manor, and Spring Branch.	3.60 hrs
05/11/17	HOIV	Gathered DBAs for Caring and provided to Post Oak Bank.	0.30 hrs
05/11/17	HOIV	Conference calls with Auditor and District CPA regarding discrepancies between reported revenues and District revenue for all of the District's nursing homes and prepared e-mails to managers requesting sample information.	1.60 hrs
05/15/17	HOIV	Prepared draft authorizing resolution for WSHD and Post Oak Bank for Caring and Genesis facilities.	0.60 hrs
05/15/17	HOIV	Received state IGT worksheet for QIPP and began analysis on cost of IGT and cash flow.	3.00 hrs
05/15/17	HOIV	Received requests from LTC Group for information and cash flow models resulting from HUD Loans and Accounts Receivable loans; held extensive conference calls with LTC Group to get their assistance; and made extensive revisions to LTC Group proposed cash flow models.	2.80 hrs
05/16/17	HOIV	Participated in multiple conference calls and exchanged six (6) emails between auditor and Caring Healthcare regarding questions auditor had with method of accounting used by Caring Healthcare.	1.30 hrs
05/16/17	HOIV	Participated in conference calls with LTC Group and Post Oak Bank regarding the status of QIPP program and loans for nursing home operations.	0.80 hrs
05/16/17	HOIV	Continue revisions to QIPP and MPAP spreadsheet to establish a cash flow for Board and Post Oak Bank by utilizing the state's figures and submitted spreadsheet to District and Post Oak Bank for review.	6.00 hrs
05/17/17	HOIV	Made revisions to QIPP spreadsheet to account for no MPAP and distributed to Board with an explanation of the cash flow impacts.	1.80 hrs
05/17/17	HOIV	Continued drafting minutes for April 2017 regular meeting.	5.00 hrs
05/17/17	HOIV	Prepared Powerpoint for Neches Capital illustrating various present and future bank accounts belonging to the District and provided a report on QIPP payment fund payment methods by the various MCOs.	1.70 hrs

05/17/17	HOIV	Received fourth revised QIPP IGT payment spreadsheet from the State of Texas and worked with LTC Group to model cash flows for the program.	1.60 hrs
05/19/17	HOIV	Prepared comprehensive report for Lender on account status and payments by MCOs for the Supplemental Funds.	3.00 hrs
05/22/17	HOIV	Prepared Loan documents for Loan 10 and submitted to Lender for review.	3.70 hrs
05/23/17	HOIV	Prepared extensive e-mail to client in anticipation of monthly meeting to update the Board of QIPP, MPAP, Salt Creek Loans, Post Oak Loans, Draft Attorney Opinion, and need to amend budget.	2.10 hrs
05/23/17	HOIV	Prepared 2017 Budget Amendment spreadsheet for District CPA for QIPP and MPAP calculations.	0.80 hrs
05/23/17	HOIV	Conference call with staff and District CPA regarding allocating MPAP settlement to 2015 and 2016 and upcoming budget amendments resulting from MPAP 3 and QIPP 1; revised spreadsheet to CPA to illustrate totals for 2015 and 2016 MPAP settlement and 2017 QIPP and MPAP 3 payments and expenses.	3.50 hrs
05/24/17	HOIV	Worked with District CPA to explain QIPP and MPAP 3 programs and payout schemes and spent a considerable amount of time reviewing the 2017 budget in order to make the necessary amendments and the 2015 and 2016 Budgets for the purpose of making adjustments.	3.60 hrs
05/24/17	HOIV	Prepared for and attended May Regular Meeting.	5.00 hrs
05/25/17	HOIV	Drafted extensive e-mail to Board regarding MPAP 3 and QIPP revenue scenarios and provided a review of history with LTC and their fee structure.	1.70 hrs
05/25/17	HOIV	Received draft HUD documents and reviewed cash flow chart and security agreement; revised existing cash flow for Genesis to match Caring HUD homes; and exchanged multiple e-mails with Caring Lender's lawyer regarding the cash flow and use of the Supplemental Payments as part of the collateral for Caring HUD loans.	2.00 hrs
05/30/17	HOIV	Reviewed Personnel Policy Manual; pulled excerpts relating to PTO and employee discipline and annotated the sections for Administrator and Personnel Committee.	1.80 hrs
05/31/17	HOIV	Exchanged multiple e-mails with counsel writing legal opinion on recycling and anti-assignment rules and conducted extensive research on using supplemental funds as collateral for loans and recycling funds.	4.50 hrs

Total fees for this matter \$22,150.00

**DISBURSEMENTS**

05/09/17	American Express; Invoice # Vertex - Line of Credit Tracker	39.95
05/09/17	American Express; Invoice # Secretary of the State - Filing Release of Lien	45.00
05/31/17	Messenger Service	59.92
	Total disbursements for this matter	\$144.87

**BILLING SUMMARY:**

Oxford, IV Hubert	88.60 hrs @	\$250.00 /hr	\$22,150.00
TOTAL FEES			\$22,150.00
TOTAL DISBURSEMENTS			\$144.87
TOTAL CHARGES FOR THIS INVOICE			\$22,294.87
RETAINER			\$1,000.00 CR
<b>TOTAL BALANCE NOW DUE</b>			<b>\$21,294.87</b>

Federal ID# 74-1646478

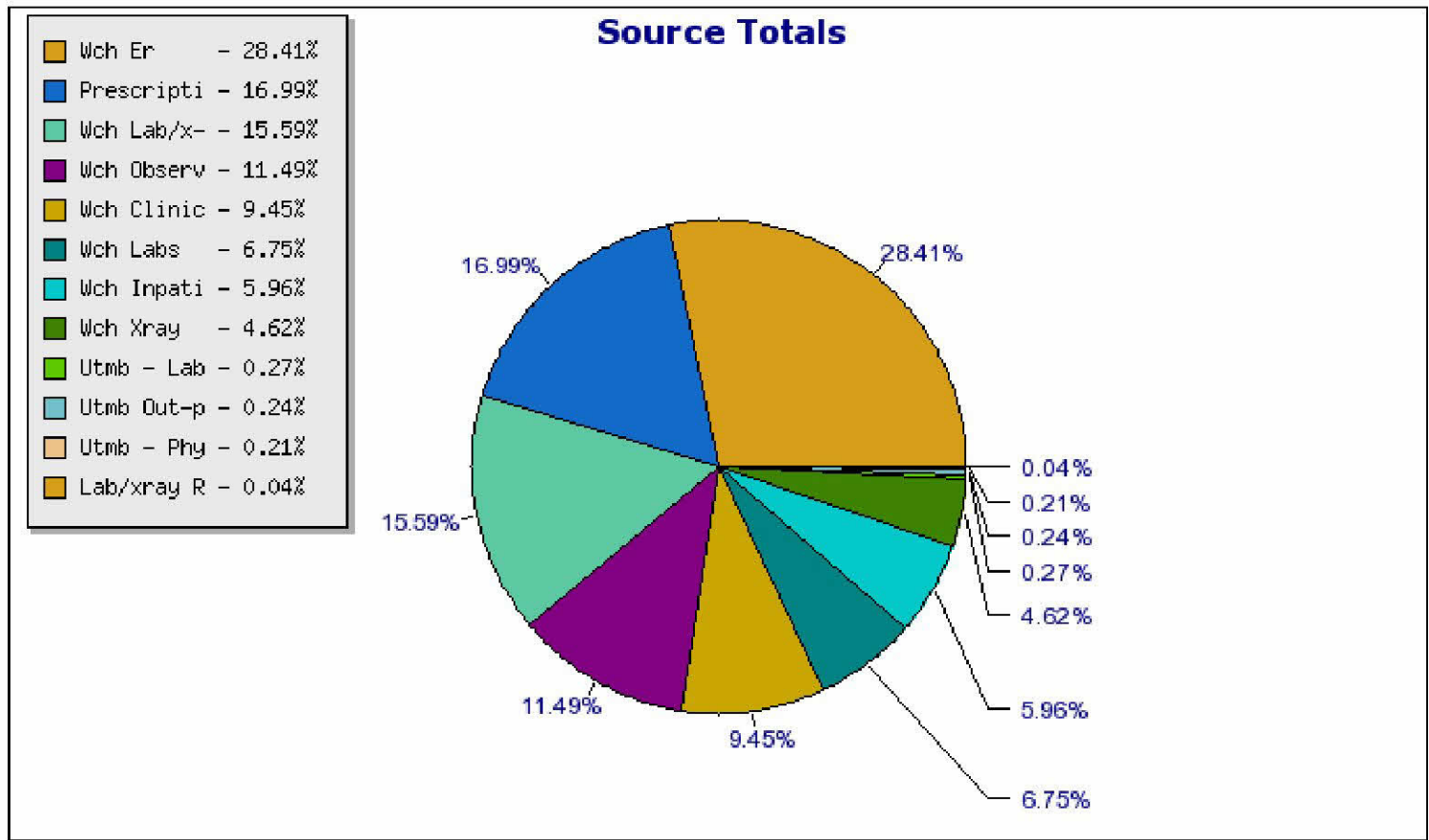
**Invoice Terms: Net 10 Days Upon Receipt**  
Please Reference Invoice Number on Your Check

# **Exhibit “I”**

**Source Totals for Batch Dates 07/01/2017 through 07/31/2017**

Wch Er	28.41%	\$13,214.71
Prescription Drugs	16.99%	\$7,903.03
Wch Lab/x-ray	15.59%	\$7,253.31
Wch Observation	11.49%	\$5,342.30
Wch Clinic	9.45%	\$4,394.22
Wch Labs	6.75%	\$3,139.37
Wch Inpatient	5.96%	\$2,773.65
Wch Xray	4.62%	\$2,147.17
Utmb - Lab/x-ray	0.27%	\$124.60
Utmb Out-patient	0.24%	\$109.48
Utmb - Physician Services	0.21%	\$95.54
Lab/xray Readings	0.04%	\$17.22

**Total Expenditures** **\$46,514.60**



**Entry Statistics for Entry Dates 07/01/2017 through 07/31/2017**

Clients Entered	7
Rapid Reg. Entered	3
Vendors Entered	0
Worksheets Entered	11
Invoices Entered	64

**Void Statistics for Void Dates 07/01/2017 through 07/31/2017**

---

Clients Voided	0
Vendors Voided	0
Rapid Reg. Voided	0
Invoices Voided	0

---

**Active Clients by Program for Eligibility Dates 07/01/2017 through 07/31/2017**

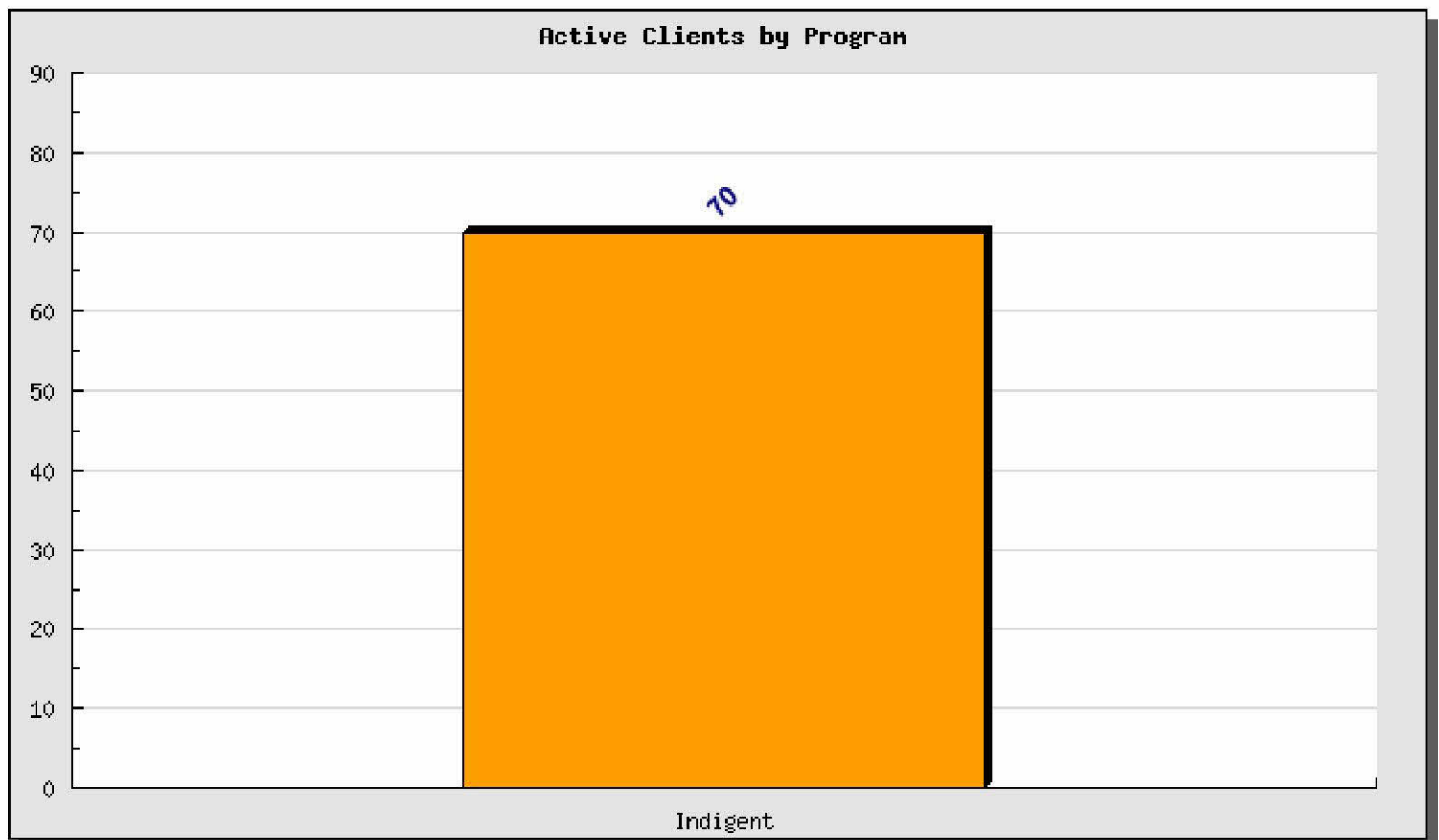
---

Indigent	70
----------	----

---

<b>Total Clients By Program</b>	<b>70</b>
---------------------------------	-----------

---



**Appointments Scheduled by Type for Appointment Dates 07/01/2017 through 07/31/2017**

---

New Appointment	0
Renewal	0

---

<b>Total Appointments Scheduled</b>	<b>0</b>
-------------------------------------	----------

**Source Totals Report**Winnie Stowel Hospital District Indigent Healthcare  
Services

Issued 09/05/17

Batch Dates 07/01/2017 through 07/31/2017  
For Vendor: WINNIE COMMUNITY HOSPITAL

Source	Description	Amount Billed	Amount Paid
21	Wch Clinic	10,717.60	4,394.22
22	Wch Observation	13,030.00	5,342.30
23	Wch Inpatient	5,043.00	2,773.65
24	Wch Er	32,231.00	13,214.71
25	Wch Lab/x-ray	17,691.00	7,253.31
27	Wch Labs	7,657.00	3,139.37
28	Wch Xray	5,237.00	2,147.17
44	Lab/xray Readings	42.00	17.22
<b>Expenditures</b>		<b>91,648.60</b>	<b>38,281.95</b>
<b>Reimb/Adjustments</b>		<b>0.00</b>	<b>0.00</b>
<b>Grand Total</b>		<b>91,648.60</b>	<b>38,281.95</b>

**Source Totals Report Detail**

Invoice #	Source	DOS	Amount Billed	Amount Paid
036--3424*63057*5	21	07/05/2017	253.00	103.73
1000*63057*15	21	07/11/2017	213.00	87.33
1024*63057*11	21	07/21/2017	213.00	87.33
1042*63057*5	21	07/06/2017	213.00	87.33
1047*63057*4	21	07/20/2017	143.00	58.63
1049*63057*2	21	07/29/2017	179.00	73.39
1064*63057*1	21	07/14/2017	553.00	226.73
1068*63057*1	21	07/19/2017	143.00	58.63
1066*63057*1	21	07/05/2017	234.00	95.94
1066*63057*1	21	07/18/2017	296.00	121.36
1066*63057*1	21	07/20/2017	143.00	58.63
1030*63057*11	21	07/07/2017	213.00	87.33
1030*63057*11	21	07/17/2017	172.00	70.52
1030*63057*11	21	07/18/2017	213.00	87.33
1030*63057*11	21	07/19/2017	213.00	87.33
036-3067*63057*4	21	07/03/2017	180.00	73.80
036-3067*63057*4	21	07/19/2017	213.00	87.33
1065*63057*1	21	07/05/2017	213.00	87.33
1069*63057*1	21	07/25/2017	323.00	132.43
036-2749*63057*17	21	07/11/2017	213.00	87.33
036-2749*63057*17	21	07/14/2017	447.00	183.27
036-2475*63057*20	21	07/27/2017	275.00	112.75
036-2475*63057*20	21	07/28/2017	213.00	87.33
036-2475*63057*20	21	07/31/2017	275.00	112.75
036-2815*63057*1	21	07/20/2017	213.00	87.33
036-2815*63057*1	21	07/27/2017	322.00	132.02
036-2945*63057*1	21	07/17/2017	213.00	87.33
036-2945*63057*1	21	07/26/2017	419.00	171.79
036-2833*63057*8	21	07/06/2017	245.00	100.45
1023*63057*3	21	07/18/2017	214.00	87.74
1038*63057*2	21	07/12/2017	143.00	58.63
1038*63057*2	21	07/31/2017	143.00	58.63

1043*63057*4	21	07/06/2017	143.00	58.63
1043*63057*4	21	07/31/2017	143.00	58.63
1062*63057*1	21	06/19/2017	35.40	14.51
1062*63057*1	21	06/27/2017	42.60	17.47
1062*63057*1	21	07/06/2017	42.60	17.47
036-3426*63057*21	21	07/05/2017	213.00	87.33
036-3426*63057*21	21	07/27/2017	213.00	87.33
1011*63057*14	21	07/05/2017	213.00	87.33
036-2778*63057*19	21	07/24/2017	213.00	87.33
036-2821*63057*5	21	07/26/2017	143.00	58.63
1063*63057*1	21	07/05/2017	234.00	95.94
1063*63057*1	21	07/13/2017	143.00	58.63
036-3414*63057*4	21	07/24/2017	143.00	58.63
1035*63057*6	21	07/31/2017	143.00	58.63
036-2811*63057*11	21	07/11/2017	213.00	87.33
036-2811*63057*11	21	07/25/2017	213.00	87.33
1058*63057*2	21	07/26/2017	213.00	87.33
036-2856*63057*8	21	07/05/2017	143.00	58.63
036-3364*63057*7	21	07/25/2017	213.00	87.33

**33 invoices, 51 line items**

**10,717.60**      **4,394.22**

036-3414*63057*4	22	07/14/2017	13,030.00	5,342.30
------------------	----	------------	-----------	----------

**1 invoices, 1 line items**

**13,030.00**      **5,342.30**

036-3067*63057*5	23	07/07/2017	5,043.00	2,773.65
------------------	----	------------	----------	----------

**1 invoices, 1 line items**

**5,043.00**      **2,773.65**

036-3067*63057*4	24	07/05/2017	7,978.00	3,270.98
036-3067*63057*4	24	07/21/2017	8,196.00	3,360.36
1065*63057*1	24	07/16/2017	2,380.00	975.80
1065*63057*1	24	06/22/2017	1,212.00	496.92
036-3426*63057*21	24	07/30/2017	700.00	287.00
1008*63057*10	24	07/31/2017	1,812.00	742.92
1019*63057*11	24	07/29/2017	5,163.00	2,116.83
1053*63057*3	24	07/09/2017	835.00	342.35
1035*63057*6	24	07/18/2017	1,409.00	577.69
1035*63057*6	24	07/25/2017	818.00	335.38
036-2811*63057*11	24	07/05/2017	1,728.00	708.48

**8 invoices, 11 line items**

**32,231.00**      **13,214.71**

036-3067*63057*4	25	07/19/2017	1,087.00	445.67
1069*63057*1	25	07/25/2017	1,426.00	584.66
036-2749*63057*17	25	07/11/2017	1,165.00	477.65
036-2475*63057*20	25	07/27/2017	2,895.00	1,186.95
036-2815*63057*1	25	07/20/2017	2,516.00	1,031.56
036-2945*63057*1	25	07/17/2017	2,516.00	1,031.56
036-2811*63057*11	25	07/11/2017	1,744.00	715.04
1054*63057*2	25	07/12/2017	1,287.00	527.67
1070*63057*1	25	07/31/2017	1,768.00	724.88
1058*63057*2	25	07/05/2017	1,287.00	527.67

**10 invoices, 10 line items**

**17,691.00**      **7,253.31**

036-3067*63057*4	27	06/22/2017	792.00	324.72
------------------	----	------------	--------	--------



036-2815*63057*1	27	07/25/2017	138.00	56.58
036-2945*63057*1	27	07/21/2017	138.00	56.58
036-2833*63057*8	27	07/06/2017	371.00	152.11
1023*63057*3	27	07/18/2017	931.00	381.71
1038*63057*2	27	07/13/2017	931.00	381.71
1043*63057*4	27	07/06/2017	996.00	408.36
1062*63057*1	27	06/19/2017	264.00	108.24
036-3426*63057*21	27	07/20/2017	1,032.00	423.12
1011*63057*14	27	07/05/2017	634.00	259.94
1063*63057*1	27	07/06/2017	931.00	381.71
036-3414*63057*4	27	07/25/2017	223.00	91.43
036-2856*63057*8	27	07/03/2017	138.00	56.58
036-3364*63057*7	27	07/06/2017	138.00	56.58

**14 invoices, 14 line items**

**7,657.00      3,139.37**

1030*63057*11	28	07/26/2017	2,547.00	1,044.27
1011*63057*14	28	07/07/2017	625.00	256.25
036-2778*63057*19	28	07/24/2017	295.00	120.95
036-2821*63057*5	28	07/26/2017	295.00	120.95
1063*63057*1	28	07/05/2017	885.00	362.85
036-2811*63057*11	28	07/25/2017	590.00	241.90

**6 invoices, 6 line items**

**5,237.00      2,147.17**

1012*63057*9	44	02/01/2017	42.00	17.22
--------------	----	------------	-------	-------

**1 invoices, 1 line items**

**42.00      17.22**

---

**Grand Totals**

**91,648.60      38,281.95**

**40 invoices listed.  
95 line items listed.**

©IHS  
 Issued 09/05/17

**Source Totals Report**  
 Winnie Stowel Hospital District Indigent Healthcare  
 Services  
 Batch Dates 07/01/2017 through 07/31/2017  
 For Vendor: UTMB AT GALVESTON

Source	Description	Amount Billed	Amount Paid
34	Utmb Out-patient	391.00	109.48
35	Utmb - Lab/x-ray	445.00	124.60
<b>Expenditures</b>		836.00	234.08
<b>Reimb/Adjustments</b>		0.00	0.00
<b>Grand Total</b>		<b>836.00</b>	<b>234.08</b>

**Source Totals Report Detail**

Invoice #	Source	DOS	Amount Billed	Amount Paid
1047*63614*1	34	06/16/2017	391.00	109.48
<b>1 invoices, 1 line items</b>			<b>391.00</b>	<b>109.48</b>
1047*63614*1	35	06/16/2017	51.00	14.28
1047*63614*1	35	06/16/2017	195.00	54.60
1047*63614*1	35	06/16/2017	70.00	19.60
1047*63614*1	35	06/16/2017	129.00	36.12
<b>1 invoices, 4 line items</b>			<b>445.00</b>	<b>124.60</b>
<b>Grand Totals</b>			<b>836.00</b>	<b>234.08</b>

1 invoices listed.  
 5 line items listed.

©IHS  
 Issued 09/05/17

**Source Totals Report**  
 Winnie Stowel Hospital District Indigent Healthcare  
 Services  
 Batch Dates 07/01/2017 through 07/31/2017  
 For Vendor: UTMB FACULTY GRP PRACTICE  
 Vendor NPI #: 1942241146

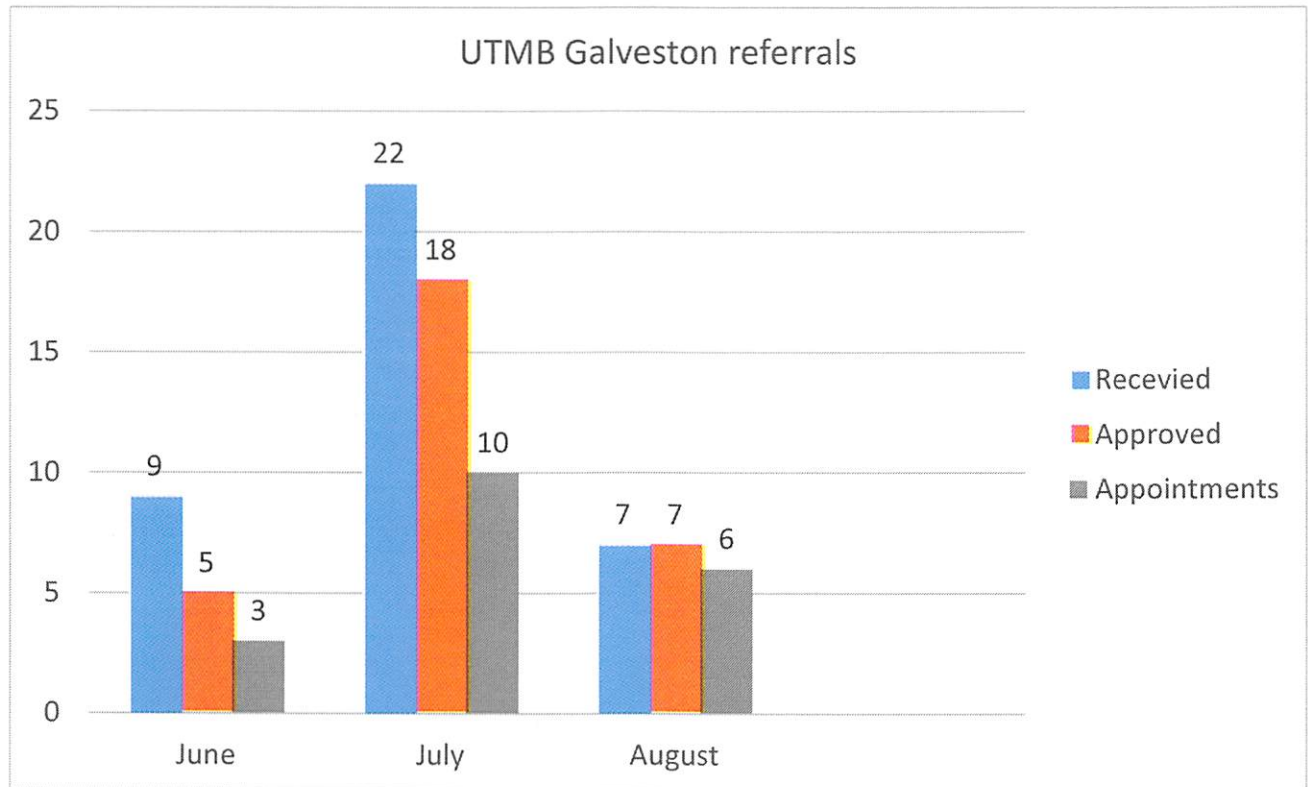
Source	Description	Amount Billed	Amount Paid
31	Utmb - Physician Services	415.00	95.54
	<b>Expenditures</b>	415.00	95.54
	<b>Reimb/Adjustments</b>	0.00	0.00
	<b>Grand Total</b>	<b>415.00</b>	<b>95.54</b>

**Source Totals Report Detail**

Invoice #	Source	DOS	Amount Billed	Amount Paid
1047*63615*1	31	06/16/2017	415.00	95.54
<b>1 invoices, 1 line items</b>			<b>415.00</b>	<b>95.54</b>
<b>Grand Totals</b>			<b>415.00</b>	<b>95.54</b>

**1 invoices listed.**  
**1 line items listed.**

UTMB Galveston referrals



# **Exhibit “J”**

**From:** [Hubert Oxford IV](#)  
**To:** "[Mistretta, Cassie](#)"; [Trent Krienke](#); [Lee Hughes \(lee.hughes@newlighthhealthcare.com\)](mailto:lee.hughes@newlighthhealthcare.com); [David Smith \(david.smith@newlighthhealthcare.com\)](mailto:david.smith@newlighthhealthcare.com); [Todd Biederman \(todd.biederman@newlighthhealthcare.com\)](mailto:todd.biederman@newlighthhealthcare.com); [Darrell Zurovec \(dzurovec@atxhealthlaw.com\)](#); "[gary@caringhealthcare.net](mailto:gary@caringhealthcare.net)"  
**Cc:** "[murrelledward@yahoo.com](mailto:murrelledward@yahoo.com)"; "[rollojer@yahoo.com](mailto:rollojer@yahoo.com)"; "[anthony@stramecki.com](mailto:anthony@stramecki.com)"; "[sherrie@wshd-tx.com](mailto:sherrie@wshd-tx.com)"; "[sburgess102745@gmail.com](mailto:sburgess102745@gmail.com)"; "[espinosa307@yahoo.com](mailto:espinosa307@yahoo.com)"  
**Bcc:** "[aga@turnerandallen.com](mailto:aga@turnerandallen.com)"; "[steve.lucas@postoakbank.com](mailto:steve.lucas@postoakbank.com)"  
**Subject:** MPAP 3 and Settlement Agreement Timeline  
**Date:** Monday, August 07, 2017 10:50:00 AM  
**Attachments:** [Exhibit 1-2016.03.30 Initial MPAP 3 IGT Resp Agmt signed.pdf](#)  
[Exhibit 2-2016.4.27 CMS Letter to HHSC Re Star Plus Expansion.pdf](#)  
[Exhibit 3-2016.05.19 HHSC Letter to CMS in response to April 27, 2016 CMS Letter.pdf](#)  
[Exhibit 4-2016.07.20 CMS Letter to HHSC confirming MPAP end date of 8-31-16.pdf](#)  
[Exhibit 5-2016.08.19 HHSC to CMS Re MPAP.pdf](#)  
[Exhibit 6-2016.11.23 HHSC to CMS Follow Up Letter re MPAP.pdf](#)  
[Exhibit 7-2017.03.15 HHSC Correspondence Re MPAP Settlement and MPAP 3 Contingent on Settlement.pdf](#)  
[Exhibit 8-2017.04.11 Letter from HHSC to CMS re MPAP Request.pdf](#)  
[Exhibit 9-2017.04.19 E-mail from HHSC Calling for IGT on May 31, 2017.pdf](#)  
[Exhibit 10-2017.05.03 Executed Settlement Agmt BW WSHD and HHSC.pdf](#)  
[Exhibit 11-2017.05.18 E-mail from HHSC Delying MPAP 3 because of MPAP 1 & 2 Settlement Agreement Issues.pdf](#)  
[Exhibit 15-2017.08.04 E-mail-THHSC to HUGHES.pdf](#)  
[Exhibit 12-2017.5.30 E-mail from HHSC Notifying Participants of Payment Demand to MCOs.pdf](#)  
[Exhibit 13-2017.07.16 E-mail and Attachment from State Calling for MPAP 3 IGT.pdf](#)  
[Exhibit 14-2017.07.31 CMS Response to Texas April 2017 Letter.pdf](#)

All,

Please find below and attached a culmination of the relevant documents and e-mails I found between HHSC and CMS or HHSC and MPAP Participants involving the MPAP 1 & 2 Settlement Agreement and MPAP 3. I am sure there will be lots of discussion about this week and thought it would be good if you all had this all in one place.

The reason I put this together was to satisfy my curiosity that the participants have never received any communication from HHSC where HHSC officially communicated to CMS that for the second attempt at MPAP 3, HHSC was no longer requiring IGT User Agreements. Please recall, there was an initial attempt to do MPAP 3 back in March 2016 and the MPAP Participants were required to enter into IGT User Agreements. As a result, HHSC received the July 20, 2016 letter from CMS.

Exhibit 1	Date	Letter	Highlights of Correspondence
1	March 30, 2016	IGT User Agreement for Initial MPAP 3	Districts' entered into IGT User Agreements for the first attempt of MPAP 3.
2	April 27, 2016	CMS Letter to HHSC Re Star Plus Expansion	The was written to discuss the State's STAR+Plus Expansion contract amendment. In this letter, CMS gave notice to HHSC that CMS would not approve any future contract that included provisions calling for MPAP IGT Agreements because they violated section 1902(a)(2)

			of the Social Security Act and 42 Code of Federal Regulations (CFR) 433.53(c)(2).
N/A	May 16, 2016	Conference Call with MPAP Participants and HHSC	Purpose of the call was to discuss April 27, 2016 CMS Letter. Need to obtain copy of recording, if any.
3	May 19, 2016	HHSC Letter to CMS in response to April 27, 2016 CMS Letter	Letter to CMS request reconsideration of MPAP 3 position in April 27, 2016 CMS letter because MPAP was to serve a bridge for QIPP that starts on September 1, 2017.
4	July 20, 2016	CMS Letter to HHSC confirming MPAP ends as of August 31, 2016	<p>MPAP denied because per Section 1902(a)(2) of the Social Security Act and 42 CFR 433.53(c)(2) “CMS has determined that the MPAP agreement indicates that minimum payments will only be made to nursing facilities that have entered into an IGT agreement, thereby making the funding for the enhanced fee schedule contingent upon these transfers.”</p> <p>CMS did acknowledge the argument that 42 CF 438.6(c) only recently went into effect on July 1, 2017.</p>
			<p>HHSC states, “The MPAP program relied on IGT Responsibility Agreements and it is these agreements with which CMS takes issue.” HHSC argues that:</p> <ol style="list-style-type: none"> <li>1) CMS’s argument that the requirements against conditioning payment on receipt of an IGT are longstanding and found at section 1902(a)(2) of</li> </ol>

5	August 19, 2016	HHSC to CMS Re MPAP	<p>the Social Security Act and 42 CFR 433.53(c)(2) is misplaced and is a misinterpretation of the law.</p> <p>2) Footnote 1, HHSC states “HHSC recognizes that newly promulgated 42 CFR 438.6(c) prohibits the use of such agreements in directed payment arrangements. However, HHSC finds it curious that this provision does not go into effect until July 1, 2017. If the general prohibition on conditioning payment on receipt of IGT existed prior to the enactment of this new rule, why would CMS explicitly delay compliance with the prohibition?”</p> <p>*HHSC does not agree to withdraw the need for IGT Agreements.</p>
6	November 23, 2016	HHSC to CMS Follow Up Letter Re MPAP	<p>Letter reemphasizes August 19, 2016 letter.</p> <p>*However, HHSC still does not agree to withdraw the need for IGT Agreements.</p>
7	March 15, 2017	E-mail Correspondence from HHSC to MPAP Participants	<p>E-mail from HHSC introducing idea of MPAP 1 and 2 Settlement Agreement and potentially MPAP 3 but stating that “In order for HHSC to move forward with this plan, all NSGOs will need to agree.”</p>



8	April 11, 2017	HHSC to CMS Re MPAP 3 Request	<p>Letter states HHSC states that they believe now as they did when drafting previous correspondence that “CMS misinterpreted those provisions with respect to MPAP. I stated this view in a letter dated August 19, 2016, and restated in a letter dated November 23, 2016.”</p> <p>*Again, no mention that MPAP 3 was going to remove any IGT Agreement and thus any argument CMS would have deny the program.</p>
9	April 19, 2017	E-mail from HHSC Re Upcoming MPAP 3 IGT	<p>HHSC called for MPAP 3 IGTs on May 31, 2017 for five month period (April 2017-August 2017) contingent upon approval from CMS.</p>
10	May 3, 2017	<p>Executed Settlement Agreement between WSHD and HHSD for MPAP 1 &amp; 2 Settlement (State would not move forward with MPAP 3 without 100% approval of MPAP Settlement)</p>	<p>MPAP participants were forced to enter into settlement agreement with HHSC for MPAP 1 &amp; 2 in order:</p> <ol style="list-style-type: none"> <li>1) Receive any reconciliation payments for MPAP 1 &amp; 2 even though the amount of the settlement was less than what should have been received. We know this based on the amount of the IGT for MPAP 3.</li> <li>2) If Participants did not approve settlement, then HHSC would not move forward with MPAP 3, including notifying CMS that IGT</li> </ol>

			Agreements were no longer required.
11	May 18, 2017	E-mail from HHSC advising of delay in May 31, 2017 MPAP 3 IGT	HHSC sent e-mail stating that IGT for MPAP 3 was delayed “Due to delays in the finalization of the settlement.”
12	May 30, 2017	E-mail from HHSC Advising MCOs Given Notice to Pay Settlement	E-mail from HHSC Counsel informing Participants in the MPAP 1 & 2 Settlement that MCO had been given notice to pay settlement within 10 days.
13	July 16, 2017	E-mail and attachment from HHSC to MPAP Participants calling for MPAP 3 IGT.	E-mail called for MPAP 3 Participants to enter IGT information on August 12, 2017 and funds would be withdrawn from Participants accounts on August 14, 2017.
14	July 31, 2017	CMS responds to April 11, 2017 HHSC letter re: MPAP 3	To the best of our knowledge, HHSC never informed CMS that Participants in MPAP 3 were not required to enter IGT Agreements. In response to what is believed to be the April 11, 2017 letter from HHSC, CMS again confirmed its prior position as set forth in its July 20, 2016 letter.
15	August 4, 2017	E-mail correspondence between HHSC and LTC confirming nothing submitted to HHSC Since April 11, 2017.	Staff member with HHSC confirmed that HHSC had not presented anything new to CMS since its April 11, 2017 letter. Thus, CMS has never officially been notified that HHSC had discontinued the use of IGT User Agreements.

I hope this helps. If I missed something, please let me know. I am not sure of the politics behind this but if we consider that the IGT for MPAP 3 was based on accurate information, we

were forced to accept a settlement where we received a significantly reduced payment because HHSC would not agree to move forward with MPAP 3 without the agreement being accepted by 100% of the MPAP Participants.

Sincerely,

Hubert Oxford, IV  
Benckenstein & Oxford, L.L.P.  
3535 Calder Avenue, Suite 300  
Beaumont, Texas 77706  
(409) 951-4721 Direct  
(409) 351-0000 Cell  
(409) 833-8819 Fax

CONFIDENTIAL NOTICE

This e-mail transmission (and/or the documents accompanying it) may contain confidential information belonging to the sender which is protected by the attorney-client privilege. This information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this e-mail in error, please immediately send a reply and delete the e-mail promptly. If there is any question or difficulty, please notify us by calling us collect at phone number (409) 833-9182.

**From:** David B. Smith  
**To:** [Hubert Oxford IV](#); [Sherrie Norris](#)  
**Subject:** FW: Winnie Executive Summary  
**Date:** Wednesday, September 06, 2017 4:29:33 PM  
**Attachments:** [WSHD Executive Summary 07162017.pdf](#)

---

The facilities impacted by the Hurricane are doing well to my knowledge. Sherrie may have a more recent update from some of them than I do. Our site visit folks will provide the District with a detailed report for each facility that was impacted, and that will be included in the next round of reports later this month.

A brief summary of the executive summary is listed below. This report was uploaded to the District's box.

There is a total combined census of 1102 for the District's homes. While each facility went up or down in their census, the combined total is the exact same for this month as it was last month. Each time a site visit is conducted we retrieve the census data for that day, and note it in the report. The clinical data for the previous month is then discussed. So this set of reports is from our July visits provided to the District during its August meeting (rescheduled for today). The August reports will be provided during the September meeting, and so on as we have done all along.

Marshall Manor's building construction is ongoing, and they have fewer available beds than normal and this is the cause of its decreased census (it went down 9 from the last report). Highland Park's new facility is still on track to be completed in November. Highland Park also recently had their survey and they are responding to the tags they received. Marshall Manor West is doing well. They have instituted some new programs, including new activities for the residents. They have been having some sort of outing once a week that have all been well attended. Rose Haven Retreat's new administrator has been doing well, and seems to be well liked by the staff and residents. Improvements continue to be made at the Clairmont Beaumont facility (although we are interested to hear the final assessment on the damage they received from the storm). Their staffing levels are high and they are no longer using any agency staffing. Monument Hill had on fall with injury since the last visit. They are otherwise doing well. Oak Manor and Hallettsville both report issues with staffing, and they are utilizing agency staffing as necessary. We also hear a lot from the Genesis managed homes about their new fall prevention programs.

All in all it was a good set of reports.

Thank you,

David

[David B. Smith / Vice President of Corporate Affairs](#)  
[NewLight Healthcare / 3267 Bee Caves Road, Ste 517 / Austin, Texas 78746](#)

[817-891-7515 mobile](#)

---

**From:** Jonathan Newman <[jonathan.newman@newlighthhealthcare.com](mailto:jonathan.newman@newlighthhealthcare.com)>  
**Date:** Wednesday, August 16, 2017 at 1:47 PM  
**To:** "David B. Smith" <[david.smith@newlighthhealthcare.com](mailto:david.smith@newlighthhealthcare.com)>  
**Subject:** Winnie Executive Summary

David-

Attached is the Winnie report, it has been uploaded to the dropbox.

Thanks

Jonathan Newman / Project Manager  
**NewLight Healthcare** / 3267 Bee Caves Road, Ste 517 / Austin, Texas 78746

828-776-4595 mobile

# **Exhibit “K”**

<b>Winnie-Stowell Hospital District</b>			
<b>Executive Summary of Nursing Home Monthly Site Visits</b>			
<b>July 2017</b>			
<b>Facility</b>	<b>Operator</b>	<b># of Lic. Beds</b>	<b>Comments</b>
<b>Marshall Manor (MM)</b>	Caring Healthcare	179	Census: 97, Down 9. The state came back for a review due to the construction, the facility had to make some changes due to the construction. No reportable incidents since the last visit. The construction has caused the facility to move everyone from the A wing, this is leading to the lower census as they do not currently have as many beds as normal.
<b>Highland Park Care Center (HPCC)</b>	Carling Healthcare	64	Census: 40, Down 6. The facility had its annual survey, they did not receive any F-tags but did receive a couple life-safety tags, they are working on sending a plan of correction to the state for review. There were no reportable incidents since the last visit. The new facility is still on track to be finished in November.
<b>Marshall Manor West (MMW)</b>	Caring Healthcare	118	Census: 74, Down 2. Facility had their annual survey in February, they received three minor tags, their plan of correction was accepted by the state. No reportable incidents since the last visit. The facility has implemented a new activities calendar in order to get residents more involved. The residents go on outings once a week, all of the outings have been very well attended.
<b>Golden Villa (GV)</b>	Caring Healthcare	120	Census: 91, Up 9. The facility had their 2017 annual survey, they received tags for dietary and minor nursing tags; their plan of correction was accepted via desk review. There have been no reportable incidents since the last visit. The facility held a Fourth of July party for the residents, it was very well attended.
<b>Rose Haven Retreat (RHR)</b>	Caring Healthcare	108	Census: 48. Down 3. The facility is in their survey window. No reportable incident since the last visit. The new administrator has started at the facility, the staff seems excited to have him. The facility is preparing very hard for the annual survey, there are only three weeks left in their window and they want to make sure they get a good review.
<b>Spring Branch Transitional Care Center (SBTCC)</b>	Caring Healthcare	198	Census: 190, Down 2. The facility had their annual survey, they received a total of twelve tags, all were corrected and their POC was accepted. There were two reportable incidents for the month, both were substantiated but uncited. The marketing director for the facility is out for a medical emergency.

<b>Garrison Nursing Home and Rehabilitation Center</b>	Caring Healthcare	93	Census 78, Down 9. The facility is in their survey window. No reportable incidents were reported since the last visit. The facility continues to update the interior of the facility. The facility has six new residents lined up for the next week, that is one reason the census is so low.
<b>Clairmont Beaumont (CB)</b>	Genesis	148	Census 99, Up 5. Facility had their 2017 survey in July but have not received the results. Improvements continue to be made to the facility. The facility appears very nice. Two reportable incidents since the last visit, both were unsubstantiated. Staffing is still good, that is a great sign for the facility not having to bring in agency staffing.
<b>The Woodlands Healthcare Center (WHC)</b>	Genesis	214	Census: 164, Up 9. Survey took place in May, they received six lower level tags and no IJ's; they are working on a plan of correction. There was one reportable incident since the last visit, the state investigated and deemed it unsubstantiated. There were no compliance issues noticed during the visit.
<b>Monument Hill Rehabilitation and Nursing Center (MHRNC)</b>	Genesis	108	Census: 62, Up 6. The facility is in their survey window. One reportable incident since the last visit, it was unsubstantiated. The facility is putting in procedures to maintain healthy living weight for all its residents. There was one major injury, a fracture during a transfer.
<b>Oakland Manor Nursing Center (OKLD)</b>	Genesis	120	Census: 55, Up 6. The facility presents well and the staff is doing a good job. Three reportable incidents since the last visit, all investigated one was substantiated but uncited. The facility will be in their survey window in August. The administrator is working on a falls program to identify those residents at risk and give them additional attention.
<b>Hallettsville Rehabilitation and Nursing Center (HRNC)</b>	Genesis	120	Census: 65, Down 2. Facility appeared neat and the residents appeared happy and well kept. The facility had their survey in April, they received two nursing tags, all other areas were uncited. There were three reportable incidents since the last visit, all unsubstantiated. Staffing is still an issue here; nursing staff is having to fill in for CNA's.
<b>Oak Manor Nursing Center (OMNC)</b>	Genesis	82	Census: 39, No change. Facility is in their survey window. There were no reportable incidents since the last visit. The facility is still working on adding some CNA's, they are good in other areas but did have to use agency staffing a few times in May.



# **Exhibit “L”**



Sherrie Norris <sherrie@wshd-tx.com>

---

## RE: Payment of Student Loans

---

Hubert Oxford IV <hoxfordiv@benoxford.com>

Wed, Aug 2, 2017 at 11:55 AM

To: Dan Yancy <dryancy@ricelandhealthcare.com>

Cc: "cportner@portnerbond.com" <cportner@portnerbond.com>, "sherrie@wshd-tx.com" <sherrie@wshd-tx.com>, "rollojer@yahoo.com" <rollojer@yahoo.com>, "espinosa307@yahoo.com" <espinosa307@yahoo.com>, "murrelledward@yahoo.com" <murrelledward@yahoo.com>, "sburgess102745@gmail.com" <sburgess102745@gmail.com>, "anthony@stramecki.com" <anthony@stramecki.com>

Dan,

Thank you for the recommendation. We will get with Mrs. Stern and work out the arrangements.

Hubert Oxford, IV

Benckenstein & Oxford, L.L.P.

3535 Calder Avenue, Suite 300

Beaumont, Texas 77706

(409) 951-4721 Direct

(409) 351-0000 Cell

(409) 833-8819 Fax

### CONFIDENTIAL NOTICE

This e-mail transmission (and/or the documents accompanying it) may contain confidential information belonging to the sender which is protected by the attorney-client privilege. This information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this e-mail in error, please immediately send a reply and delete the e-mail promptly. If there is any question or difficulty, please notify us by calling us collect at phone number (409) 833-9182.

---

**From:** Dan Yancy [mailto:dryancy@ricelandhealthcare.com]

**Sent:** Wednesday, August 02, 2017 10:51 AM

**To:** Hubert Oxford IV <hoxfordiv@benoxford.com>

**Cc:** Tammy Sachitano <cportner@portnerbond.com>

**Subject:** RE: Payment of Student Loans

Morning Hubert,

I am sorry, I thought this email was sent out last month. I will be the contact person for the hospital regarding Student Loan Repayments Requests to the Hospital District.

Please share with the Hospital District Board Members that Sherry Stern has been a full-time employee of ours at the Winnie clinic for almost 19 months. Sherry is a sound, seasoned medical provider who has built a patient following here in the clinic. She works well with the entire clinic staff and has a strong relationship with the Medical Staff at the hospital. Sherry has been an asset to the clinic as well at the hospital, where she daily rounds on all of the inpatients. I recommend that the Hospital District assess in helping with Sherry's student loans. Thank you for your continued support and please feel free to contact me if you need further information.

Dan Yancy, Ph.D.

Administrator

409.296.6000



(formerly winnie community hospital)

---

**From:** Hubert Oxford IV [<mailto:hoxfordiv@benoxford.com>]  
**Sent:** Wednesday, June 7, 2017 10:49 AM  
**To:** 'mo@starcoimpex.com' <[mo@starcoimpex.com](mailto:mo@starcoimpex.com)>; Tammy Sachitano <[cportner@portnerbond.com](mailto:cportner@portnerbond.com)>; Dan Yancy <[dryancy@ricelandhealthcare.com](mailto:dryancy@ricelandhealthcare.com)>  
**Cc:** 'sherrie@wshd-tx.com' <[sherrie@wshd-tx.com](mailto:sherrie@wshd-tx.com)>; 'sburgess102745@gmail.com' <[sburgess102745@gmail.com](mailto:sburgess102745@gmail.com)>; Yani Jimenez <[yjimenez@wshd-tx.com](mailto:yjimenez@wshd-tx.com)> ([yjimenez@wshd-tx.com](mailto:yjimenez@wshd-tx.com)) <[yjimenez@wshd-tx.com](mailto:yjimenez@wshd-tx.com)>; David Sticker ([davidbsticker@gmail.com](mailto:davidbsticker@gmail.com)) <[davidbsticker@gmail.com](mailto:davidbsticker@gmail.com)>; 'rollojer@yahoo.com' <[rollojer@yahoo.com](mailto:rollojer@yahoo.com)>; 'anthony@stramecki.com' <[anthony@stramecki.com](mailto:anthony@stramecki.com)>; 'espinosa307@yahoo.com' <[espinosa307@yahoo.com](mailto:espinosa307@yahoo.com)>; 'rollojer@yahoo.com' <[rollojer@yahoo.com](mailto:rollojer@yahoo.com)>  
**Subject:** Payment of Student Loans

All,

We just wanted follow up on the Board's decision at the May 2017 Regular meeting that is was a public benefit to fund the payment of student loans for healthcare providers in the District who assist the District's indigent patients. I understand Sherrie has talked to Dan and Dan was going to talk to Chris but I wanted to make sure we were all on the same page.

At the meeting, the Board agreed that if the person requesting this assistance is an employee of the Winnie Community Hospital, the employee needs to submit a request to the Hospital and copy the District. The Hospital should then evaluate the request based on the criteria set forth by Chris, which are as follows:

- (1) The employee's length of employment with the Hospital;
- (2) Hospital Management's evaluation of the employee;
- (3) The employee's actions to benefit the community;
- (4) The employee's need for assistance;
- (5) The Hospital District's availability of funds;
- (6) Other deserving applicants; and
- (7) The Hospital recommends that the payments be made on an installment basis.

If the Hospital agrees that employee should receive the assistance, the Hospital needs to make this recommendation to the District who will then began making the student loan payments on a monthly basis so long as the employee is employed at the Hospital.

With this said, we believe these payments will be seen as income and unless the District determines otherwise, the employee will receive a 1099 from the District at the end of the year.

Therefore, will you please let the District know who will be the contact person at the Hospital for these requests as we have one outstanding requests right now. We look forward to hearing from you.

Sincerely,

Hubert Oxford, IV

Benckenstein & Oxford, L.L.P.

3535 Calder Avenue, Suite 300

Beaumont, Texas 77706

(409) 951-4721 Direct

(409) 351-0000 Cell

(409) 833-8819 Fax

CONFIDENTIAL NOTICE

This e-mail transmission (and/or the documents accompanying it) may contain confidential information belonging to the sender which is protected by the attorney-client privilege. This information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this e-mail in error, please immediately send a reply and delete the e-mail promptly. If there is any question or difficulty, please notify us by calling us collect at phone number (409) 833-9182.

# **Exhibit “M”**



<b>1115 Uncompensated Care Program</b>			
<b>Year</b>	<b>IGT Date</b>	<b>Final IGT</b>	<b>Uncompensated Care Payment</b>
<b>DY 2</b>			
First Payment	June 17, 2013	\$1,378.92	\$3,388.01
Second Payment	June 4, 2014	\$176,813.00	\$434,429.98
<b>Total</b>		<b>\$178,191.92</b>	<b>\$437,817.99</b>
<b>DY 3</b>			
First Payment	November 14, 2014	\$71,074.50	\$172,051.56
Second Payment	June 3, 2015	\$83,752.27	\$202,740.91
<b>Total</b>		<b>\$154,826.77</b>	<b>\$374,792.47</b>
<b>DY 4</b>			
First Payment	October 5, 2015	\$48,867.10	\$116,488.92
Second Payment	February 3, 2016	\$211,857.30	\$505,023.37
<b>Total</b>		<b>\$260,724.40</b>	<b>\$621,512.29</b>
<b>DY 5</b>			
First Payment	May 4, 2016	\$61,492.71	\$143,440.00
Second Payment	August 30, 2016	\$239,678.18	\$559,081.36
<b>Total</b>		<b>\$301,170.89</b>	<b>\$702,521.36</b>
<b>DY 6</b>			
First Payment	February 2, 2017	\$91,335.09	\$208,432.42
*Second Payment	September 7, 2017	\$401,191.89	\$922,391.37
**Total		<b>\$492,526.98</b>	<b>\$1,130,823.79</b>
<b>Totals</b>			
		<b>\$1,387,440.96</b>	<b>\$3,267,467.90</b>

# TEXNET ELECTRONIC FUNDS TRANSFER

## HEALTH AND HUMAN SERVICES COMMISSION

### INTERGOVERNMENTAL TRANSFERS PAYMENT INSTRUCTIONS

#### GENERAL INFORMATION

Texas law requires taxpayers and other entities that paid \$500,000 or more in the previous state fiscal year in any one type of tax, transfer or fee to make their payments using electronic funds transfer (EFT). TEXNET, the State of Texas Financial Network, was designed to facilitate electronic payments from taxpayers and holders.

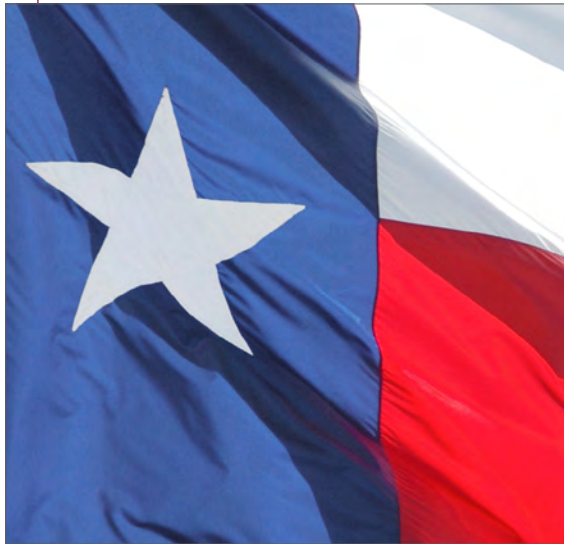
#### SECURITY

The Comptroller's office operates and maintains the TEXNET System, which provides high standards of safety and security for funds and payment information. All information entered into the TEXNET System is strictly confidential.

#### HOLIDAYS OR WEEKENDS

Currently, "same day" settlement of an Automated Clearing House (ACH) transaction is not available.

**When a due date falls on a weekend or holiday, it is important to originate the ACH transaction no later than the business day before the weekend or holiday.** For example, if the due date falls on a Monday (or Tuesday, if Monday is a banking holiday), the payment must be originated no later than the previous Friday.



If a payment is received after the due date, and the entity and its financial institution do not think they are responsible for the delay, the trace number provided by the TEXNET System must be furnished.

If the Comptroller's office determines that the entity did attempt to transfer the payment in a timely manner, payment records can be corrected upon receipt of appropriate documentation. Please call the TEXNET Hotline at 800-531-5441, ext. 3-3010 for assistance.

#### PENALTIES

If you neglect to transfer payments electronically by the due date as required, you may be subject to penalties.



**Glenn Hegar**

Texas Comptroller of  
Public Accounts

Today **12 agencies** collect more than 100 types of taxes and fees through the TEXNET System. More than \$70 billion flows through this system annually.

FOR MORE INFORMATION,  
SEARCH OUR WEBSITE  
[comptroller.texas.gov/  
programs/systems/  
texnet.php](http://comptroller.texas.gov/programs/systems/texnet.php)

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered. It is not a substitute for legal advice.



# TEXNET – ELECTRONIC FUNDS TRANSFER

## ACH DEBIT

### PAYMENT OPTIONS

To make a payment, use either of the following:  
TEXNET Telephone – Instructions on page 3.  
TEXNET Internet – Instructions on page 4.

### WHEN TO MAKE PAYMENT

Payments must be received by the Comptroller on or before the due date of the transfer.

### WHEN TO CONTACT THE TEXNET SYSTEM

You must contact the TEXNET System before 6 p.m. Central Time (CT) no later than the bank business day before the due date. You will be given a trace number to facilitate tracking your payment. Communication of payment information by this deadline is mandatory to ensure timely posting of your payment. For assistance, call the TEXNET Hotline at 800-531-5441, ext. 3-3010.

### HOW TO PRACTICE

If you would like to test the TEXNET System before making an actual payment, you may enter transactions using the following test codes.

**Identification ..... 60500**

**Location ..... 99999**

**Password ..... 111**

All data and dollar amounts entered under these test codes will be ignored by the TEXNET System and no funds will be transferred. Please remember to use assigned codes when making actual payments.

### TELEPHONE INQUIRIES AND CORRECTIONS

#### INQUIRE

To inquire about a pending transaction, repeat your call, and press **4** to inquire. The system will give information about all pending transactions, including the trace number.

### CORRECTIONS

If an error is found after the trace number is given, repeat your call and press **3** to delete the transaction and start over. You will need the trace number in order to delete your transaction. If you don't have the trace number, press **4** to inquire.

**NOTE:** Corrections must be made before 6 p.m. (CT) on the business day before your settlement date.

### HOW TO CHANGE ENROLLMENT INFORMATION

#### CONTACT INFORMATION

If you would like to make changes to your contact information, including Contact Name, Contact Title, Mailing Address and Telephone Number, you may make those changes by accessing <https://texnet.cpa.state.tx.us> or by calling 800-531-5441, ext. 3-3010.

#### REMITTANCE METHOD

If you need to report a change of the financial institution's routing and/or account number, you may make those changes by accessing <https://texnet.cpa.state.tx.us> or by calling 800-636-4003. Your bank information is changed immediately and your payment transaction can be submitted.

### Schedule a Payment!

you can schedule your tax payment up to 30 days in advance of the tax due date. The TEXNET System will store the payment request, and your account will be debited on the settlement date you indicate.

You **must** contact the TEXNET System **before** 6 p.m. Central Time (CT) **no later than** the bank business day before the due date.

FOR MORE INFORMATION,  
CALL THE TEXNET  
HOTLINE TOLL FREE  
**800-531-5441,**  
ext. **3-3010**

OR, VISIT OUR WEBSITE  
[comptroller.texas.gov/  
programs/systems/  
texnet.php](http://comptroller.texas.gov/programs/systems/texnet.php)

## TELEPHONE PAYMENT INSTRUCTIONS

### Dial 800-636-4003

The system will prompt you to enter the following in order:

Enter your **identification number**, followed by #.

Enter your **location number**, followed by #.

Enter your **password**, followed by #.

Enter **1** to add a transaction.

Enter the **payment** amount, followed by #.

Enter the **DISPRO** amount, followed by #.

Enter the **UC Hospital** amount, followed by #.

Enter the **UC Physician** amount, followed by #.

Enter the **UC Dental** amount, followed by #.

Enter the **Miscellaneous** amount, followed by #.

Enter the **GME** amount, followed by #.

Enter the **DSRIP** amount, followed by #.

Enter the **Nursing Facility UPL** amount, followed by #.

Enter the **Intermediate Care Facility UPL** amount, followed by #.

Enter the **DSRIP Audit Costs** amount, followed by #.

Enter the **Network Access Improvement Program** amount, followed by #.

Enter the **Minimum Payment Program** amount, followed by #.

Enter the **Vendor Drug Program** amount, followed by #.

To accept the **settlement date** (funds transfer date), press 1. To change the date, press 2. Use MMDDYY format; for example: enter 010116 for January 1, 2016.

The system gives a trace number. **Record this number for future reference.**

Press 9 to exit

**What if an error is found after the trace number is given?** Repeat your call, press **3** to delete the transaction, and start over. If you don't have the trace number, press **4** to inquire.

**NOTE:** Corrections must be made by 6 p.m. (CT) on the business day **before** your settlement date.

### MAIN MENU OPTIONS

Add a transaction .....	1
Delete a transaction .....	3
Inquire about a transaction.....	4
Change bank information .....	5
Exit.....	9
Decimal point .....	*

\_\_\_\_\_  
PAYMENT AMOUNT

\_\_\_\_\_  
DISPRO AMOUNT

\_\_\_\_\_  
UC HOSPITAL AMOUNT

\_\_\_\_\_  
UC PHYSICIAN AMOUNT

\_\_\_\_\_  
UC DENTAL AMOUNT

\_\_\_\_\_  
MISCELLANEOUS AMOUNT

\_\_\_\_\_  
GME AMOUNT

\_\_\_\_\_  
DSRIP AMOUNT

\_\_\_\_\_  
NURSING FACILITY UPL

\_\_\_\_\_  
INTERMEDIATE CARE FACILITY  
UPL AMOUNT

\_\_\_\_\_  
DSRIP AUDIT COSTS AMOUNT

\_\_\_\_\_  
NAIP AMOUNT

\_\_\_\_\_  
MPP AMOUNT

\_\_\_\_\_  
VENDOR DRUG PROGRAM

\_\_\_\_\_  
/ /  
SETTLEMENT DATE

\_\_\_\_\_  
TRACE NUMBER

**FOR MORE INFORMATION,  
CALL THE TEXNET  
HOTLINE TOLL FREE  
800-531-5441,  
ext. 3-3010**

**OR, VISIT OUR WEBSITE  
[comptroller.texas.gov/  
programs/systems/  
texnet.php](http://comptroller.texas.gov/programs/systems/texnet.php)**

## INTERNET PAYMENT WEBSITE

The TEXNET Internet Web site can be used to make payments, inquire or change a pending payment, delete a pending payment, change bank information and update your contact information. The website can be accessed through your Web browser.



1. Using your Web browser, access <https://texnet.cpa.state.tx.us>.
2. Enter your identification number, location and password. These numbers were sent in a letter along with these instructions and can be used for both TEXNET Internet and TEXNET telephone payments. Please keep these numbers with these instructions.

Identification

Location

Password

3. You will be asked to change your password to a **5-10 digit alphanumeric** password. Original use of upper and lower case letters must remain the same.
4. To enter your payment information, select the ADD button on the menu screen.
5. The system will give your settlement date as the next bank business day. If you want to change this date, choose a date from the drop-down menu.

**NOTE:** The TEXNET System will give you a trace number which can be used later to identify this payment. Please be sure to record the trace number for future reference. Corrections must be made before **6 p.m. (CT)** on the business day before the settlement date.



**Glenn Hegar**

Texas Comptroller of Public Accounts

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered. It is not a substitute for legal advice.

**For EFT information, call the TEXNET Hotline  
toll free at 800-531-5441, ext. 3-3010**

**Texas Comptroller of Public Accounts**

For additional copies, visit the TEXNET information page at:  
[comptroller.texas.gov/programs/systems/texnet.php](http://comptroller.texas.gov/programs/systems/texnet.php)

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling the toll free number listed above or by sending a fax to 512-475-0900.

# **Exhibit “N-1”**

**BUSINESS ASSOCIATE AGREEMENT  
WINNIE-STOWELL HOSPITAL DISTRICT AND WINNIE-STOWELL VOLUNTEER EMS**

This Business Associate Agreement (“BA Agreement”), effective August 30, 2017 (the “Effective Date”), is entered into by and between Winnie-Stowell EMS (“Business Associate”) and Winnie-Stowell Hospital District as agent for and on behalf of its affiliates which are covered entities (collectively, “Covered Entity”).

**RECITALS**

A. Business Associate and Covered Entity are engaged in a business relationship whereby Covered Entity obtains from Business Associate, and Business Associate provides to Covered Entity, certain healthcare services, namely emergency medical services to the Covered Entity’s indigent client’s (“Business Relationship”);

B. As part of this Business Relationship, Business Associate performs or assists in performing a function or activity on behalf of Covered Entity that involves the use and/or disclosure of Protected Health Information (as defined in 45 C.F.R. 160.103).

C. The parties desire to enter into this BA Agreement regarding the use and/or disclosure of Protected Health Information as required by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”) and the Standards for Security of Electronic Protected Health Information (the “Security Rule”) promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) (the “HITECH Act”), and the regulations implementing the HITECH Act.

NOW, THEREFORE, for and in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. Terms Used. Terms used but not otherwise defined in this BA Agreement shall have the same meaning given to such terms in HIPAA, the HITECH Act, or any implementing regulations promulgated thereunder, including but not limited to the Privacy Rule and the Security Rule. For the avoidance of doubt, the term Protected Health Information shall include Electronic Protected Health Information.

2. Permitted Uses and Disclosures of Protected Health Information. Except as otherwise limited in the Business Relationship or this BA Agreement, Business Associate may use and/or disclose Protected Health Information to perform the functions, activities, or services for or on behalf of Covered Entity as specified in the Business Relationship provided that such use and/or disclosure (a) would not violate the Privacy Rule or Security Rule if done by Covered Entity, (b) is reasonably limited to the minimum

necessary information to accomplish the intended purpose of the use or disclosure, (c) is in compliance with each applicable requirement of 45 C.F.R. § 164.504(e), and (d) is in compliance with the HITECH Act and its implementing regulations. All other uses and/or disclosures not authorized by the Business Relationship or this BA Agreement are prohibited.

3. Responsibilities of Business Associate with Respect to Protected Health Information. With regard to the use and/or disclosure of Protected Health Information, Business Associate hereby agrees:

a. not to use and/or disclose Protected Health Information other than as permitted or required by the Business Relationship or this BA Agreement or as Required By Law;

b. to use appropriate safeguards to prevent the use and/or disclosure of Protected Health Information other than as provided for by the Business Relationship or this BA Agreement;

c. to comply with the Security Rule provisions set forth in 45 C.F.R. Part 164, Subpart C, including provisions relating to Security Standards General Rules (45 C.F.R. § 164.306), Administrative Safeguards (45 C.F.R. § 164.308), Physical Safeguards (45 C.F.R. § 164.310), Technical Safeguards (45 C.F.R. § 164.312), Organizational Requirements (45 C.F.R. § 164.314) and Policies and Documentation (45 C.F.R. § 164.316), and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information which Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity;

d. to report to Covered Entity any Security Incident or potential Breach of Unsecured Protected Health Information of which it becomes aware, in the following times and manners:

(1) any actual, successful Security Incident shall be reported to Covered Entity in writing within two (2) business days of Business Associate's discovery of such actual, successful Security Incident;

(2) any attempted, unsuccessful Security Incident of which Business Associate becomes aware shall be reported to Covered Entity in writing, on a reasonable basis at the written request of Covered Entity but in no event more often than on a quarterly basis; and

(3) any potential Breach of Unsecured Protected Health Information shall be reported to Covered Entity in writing within two (2) business days of Business Associate's discovery of such potential Breach of Unsecured Protected Health Information,

and (in any case) any such report shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business

Associate to have been, accessed, acquired, used or disclosed during any such Security Incident or potential Breach, together with such other information regarding the Security Incident or potential Breach as is known to Business Associate at the time such report is made (such as the type of Protected Health Information involved in the event, the nature of the information accessed, acquired or disclosed, etc.) or promptly thereafter as such other information becomes available;

e. to notify Covered Entity in writing within two (2) business days of any use and/or disclosure of Protected Health Information that is not provided for by the Business Relationship or this BA Agreement;

f. to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BA Agreement or by its subcontractor or agent in violation of the agreement described in Section 3.h., or as the result of any Security Incident or potential Breach, using mitigation actions that are disclosed to Covered Entity in advance and authorized by Covered Entity, all at the sole cost and expense of Business Associate;

g. to work cooperatively with Covered Entity in connection with Covered Entity's investigation of any potential Breach and in connection with any notices Covered Entity determines are required as a result, and to refrain from giving any notice itself unless Covered Entity expressly agrees in advance and in writing to Business Associate giving notice and to the form, content and method of delivery of such notice, all at the sole cost and expense of Business Associate;

h. to ensure that all subcontractors and agents that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree in writing to substantially the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information;

i. to provide access (at the request of, and in the time and manner reasonably designated by, Covered Entity) to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524 (this provision shall be applicable only if Business Associate has Protected Health Information in a Designated Record Set) and to notify Covered Entity of any requests for access it receives from an Individual within two (2) business days of receipt;

j. to make any amendment(s) (at the request of, and in the time and manner reasonably designated by, Covered Entity) to Protected Health Information in a Designated Record Set that Covered Entity directs pursuant to 45 C.F.R. § 164.526 (this provision shall be applicable only if Business Associate has Protected Health Information in a Designated Record Set) and to notify Covered Entity of any amendment requests it receives from an Individual within two (2) business days of receipt;

k. to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528;

l. to provide to Covered Entity, in a time and manner reasonably designated by Covered Entity, information collected in accordance with Section 3.k. of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 (and HITECH Act § 13405(c) when such requirements are effective as to Covered Entity);

m. to the extent Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule provisions set forth at 45 C.F.R. Part 164, Subpart E (any such obligation to be carried out only when so directed by Covered Entity pursuant to the Business Relationship or this BA Agreement), to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation;

n. to make its internal practices, books, and records relating to the use and/or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity, or at the request of Covered Entity, to the Secretary of the Department of Health and Human Services or his/her designee, in a time and manner designated by Covered Entity or the Secretary, for purposes of determining Covered Entity's and/or Business Associate's compliance with the Privacy Rule and/or Security Rule; and

o. if Business Associate knows of a pattern of activity or practice by its subcontractor or agent that constitutes a material breach or violation of Business Associate's obligations under this BA Agreement or of the agreement described in Section 3.h. of this BA Agreement, (i) to give written notice of such pattern or practice to Covered Entity within two (2) business days of its discovery; (ii) to take reasonable steps to cure the breach or end the violation; and (iii) if Business Associate determines that such steps appear to have been unsuccessful, to promptly terminate the subcontractor's or agent's creation, receipt, maintenance, or transmittal of Protected Health Information on behalf of Business Associate and to give Covered Entity written notice of such determination and termination.

4. Responsibilities of Covered Entity with Respect to Protected Health Information.  
If deemed applicable by Covered Entity, Covered Entity shall:

a. provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. 164.520 as well as any changes to such notice;

b. notify Business Associate in writing of any change in, or revocation of, permission by Individual to the use and/or disclosure of Protected Health Information, if



such changes affect Business Associate's permitted or required uses and/or disclosures; and

c. notify Business Associate in writing of any restriction to the use and/or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522.

5. Specific Use and Disclosure by Business Associate. Except as otherwise limited in the Business Relationship and this BA Agreement, Business Associate may:

a. use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;

b. disclose Protected Health Information for the proper management and administration of Business Associate, provided that the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom Protected Health Information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of Protected Health Information has been breached; and

c. use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).

6. Term and Termination.

a. Term. The Term of this BA Agreement shall be effective as of the Effective Date and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such Protected Health Information, in accordance with Section 6.c. below.

b. Termination for Cause. Covered Entity may immediately terminate the Business Relationship and/or this BA Agreement if Covered Entity determines that Business Associate has breached a material term of this BA Agreement.

c. Effect of Termination.

(1) Except as provided in paragraph (2) of this Section 6.c., upon termination of the Business Relationship and/or this BA Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This Section 6.c.(1) shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide in writing to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

7. Indemnification. To the extent allowed by law, Business Associate agrees to indemnify and hold harmless Covered Entity and its affiliates and their respective current and former officers, directors, members, employees and agents (collectively, “Indemnitees”), from and against any liability, claim, action, loss, cost, damage or expense (including reasonable fees of attorneys and experts) incurred or suffered by Indemnitees, to the extent that such liability, claim, action, loss, cost, damage, expense or fee is attributable to or incurred as a result of an unauthorized use or disclosure of Protected Health Information by Business Associate or its subcontractor or agent; an acquisition, access, use, or disclosure, by Business Associate or its subcontractor or agent, that constitutes a Breach or Security Incident; any breach of this BA Agreement by Business Associate; or any breach of the agreement described in Section 3.h. of this BA Agreement by Business Associate’s subcontractor or agent.

8. Miscellaneous.

a. Application and Incorporation. As of the Effective Date, this BA Agreement supersedes any preexisting business associate agreement between the parties and automatically amends any preexisting contract or relationship — written or unwritten, formal or informal — between Business Associate and Covered Entity, and this BA Agreement does and will apply to, and be deemed incorporated into, all present and future contracts and relationships — written or unwritten, formal or informal — between Business Associate (including its officers, directors, employees, independent contractors, and agents) and Covered Entity regardless of any specific reference to this BA Agreement or lack thereof.

b. Amendment. The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, the HITECH Act and its implementing regulations. Notwithstanding the forgoing, if Covered Entity and Business Associate have not amended this BA Agreement to address a law or final regulation that becomes effective after the Effective Date and that is applicable to this BA Agreement, then upon the effective date of such law or regulation (or any portion thereof) this BA Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this BA Agreement to be consistent with such law or regulation and for Covered Entity and Business Associate to be and remain in compliance with all applicable laws and regulations. Except as provided in this Section 8.b., no amendment to this BA

Agreement shall be effective unless it is in writing and signed on behalf of Covered Entity and Business Associate.

c. Survival. The respective rights and obligations of Business Associate under Section 6.c. of this BA Agreement shall survive the termination of the Business Relationship and/or this BA Agreement. Sections 7 and 8 shall also survive the termination of the Business Relationship and/or this BA Agreement.

d. Regulatory and Statutory References. Any reference in this BA Agreement to a section of HIPAA, the Privacy Rule, the Security Rule, the HITECH Act, or any other regulations implementing HIPAA or the HITECH Act, shall mean such regulation or statute as in effect at the time of execution of this BA Agreement or, if and to the extent applicable, as subsequently updated, amended or revised.

e. Interpretation. Any conflict, inconsistency or ambiguity in or between this BA Agreement and HIPAA or the HITECH Act shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA and the HITECH Act and any implementing regulations promulgated thereunder, including but not limited to the Privacy Rule and the Security Rule. Any conflict, inconsistency or ambiguity between this BA Agreement and any other contract between Business Associate and Covered Entity shall be resolved in favor of this BA Agreement.

f. No Third Party Beneficiary. Nothing in this BA Agreement is intended, nor shall be deemed, to confer any benefits on any third party.

g. Notices. Notwithstanding anything to the contrary in any document describing the Business Relationship, notices under this BA Agreement shall be sufficient only if in writing and personally delivered, delivered by a major commercial rapid delivery courier service, or mailed by certified or registered mail, postage prepaid and return receipt requested, to a party at the address set forth below or as amended by notice pursuant to this subsection.

If to Covered Entity:

Winnie Stowell Hospital District  
Attn: Mrs. Sherrie Norris  
P. O. Box 1997  
Winnie, Texas 77665  
e-mail: Sherrie@wshd-tx.com

If to Business Associate:

Winnie Stowell Volunteer EMS  
Attn: Mr. Ron Nichols  
538 Broadway  
Winnie, Texas 77665  
e-mail: jhamiltonwsems@aol.com

h. Effect of BA Agreement. Except as amended by this BA Agreement, the terms and provisions of the Business Relationship shall remain in full force and effect.

i. Assignment. This BA Agreement may not be transferred or assigned by either party without the prior written consent of the other party, except that Covered Entity may assign this BA Agreement to a parent, subsidiary, or affiliate or to a successor by merger or consolidation without notice to or consent of Business Associate. Any assignment in violation of this provision is void and without effect. In the case of any permitted assignment or transfer of or under this BA Agreement, this BA Agreement or the relevant provisions shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties hereto.

**BUSINESS ASSOCIATE:**

**WINNIE STOWELL VOLUNTEER EMS**

By: \_\_\_\_\_

Title: President, Winnie Stowell EMS

Date: \_\_\_\_\_

**COVERED ENTITY:**

**WINNIE-STOWELL HOSPITAL DISTRICT**

By: \_\_\_\_\_

Title: President, Winnie Stowell Hospital District

Date: August 30, 2017

# **Exhibit “N-2”**

## FUNDING AGREEMENT

THIS FUNDING AGREEMENT (hereinafter "Agreement") is made and entered into as of January 1, 2017, for a period of one (1) calendar year (the "Term"), by and between the County of Chambers, Texas (the "County"), a political subdivision of the State of Texas, and Winnie-Stowell Vol. EMS (the "Provider").

### RECITALS:

WHEREAS, the County is a political subdivision of the State of Texas governed by a duly elected Commissioners' Court; and

WHEREAS, pursuant to Chapter 324 of the Texas Tax Code, the County has adopted and imposed a one-half percent (1/2%) sales tax, the proceeds of which are to be used to provide health services in Chambers County, Texas (herein referred to as the "Health Services Tax"); and

WHEREAS, the County has established the Chambers County EMS Funding Program (the "Program") pursuant to which a portion of the Health Services Taxes collected by the County will be disbursed by the County to volunteer emergency medical service ("EMS") providers located within the County to assist them in financing their operations in order to promote the provision of health services within the County; and

WHEREAS, in connection with the Program, the County has approved the allocation of a portion of the Health Services Taxes to the Provider, which funds will be allocated and disbursed to Provider in accordance with the terms and conditions of the Program and this Agreement.

### AGREEMENT:

NOW, THEREFORE, in consideration of the premises and of the promises and covenants contained herein, and subject to the conditions hereinafter set forth, the County and the Provider hereby agree as follows:

1. Pursuant to the Program, the County hereby awards, allocates, and agrees to pay to Provider the aggregate sum of **\$412,500.00** from the Health Services Taxes collected by the County in consideration of the EMS and First Responder Services provided by Provider in this Agreement. This award and allocation is made for calendar year 2017. There is no agreement, representation or covenant, express or implied, made by the County that it will award any additional funds to the Provider. Additional funds will be awarded to the Provider only if applied for by Provider and approved by the County, which approval may be withheld in the sole discretion of the County. The funds allocated and awarded under this Agreement to the Provider may in the discretion of the County be disbursed in a single lump sum or in semi-annual, quarterly or monthly installments, as determined from time to time in the sole discretion of the County. Prior to making any disbursement of funds, the County may require Provider to furnish

to the County such documents and certifications as the County may request to confirm that the Provider is in compliance with the terms and conditions of this Agreement, with all applicable laws, and with any terms and conditions of the Program.

2. Provider shall provide EMS and First Responder Services to all residents of the County, which services shall be provided in compliance with all applicable federal, state and local laws. Provider must staff two (2) certified medics at all times, 24 hours per day, 7 days per week, each day of the year. Provider's primary coverage area is defined by Chambers County Emergency Services Coverage Areas Map, as more particularly described and shown on **Exhibit 1**, hereby attached and incorporated by reference. Provider also agrees to provide EMS and First Responder Services to any city or municipality located in its primary coverage area with which the County entered into an interlocal agreement to provide EMS and First Responder Services. If Provider is unable to provide any of such services, another provider in an adjacent district will be dispatched to assist in providing such services. If another provider in an adjacent district is unable to provide sufficient EMS and First Responder Services in the adjacent district, Provider agrees to provide EMS and First Responder Services to the adjacent district.

3. Provider is permitted to bill and collect fees from a patient for which EMS and First Responder Services are provided within the County in accordance with the fee schedule hereby attached and incorporated by reference as **Exhibit 2** to this Agreement. The Provider, and not the County, shall be solely responsible for paying all required federal, state, and local taxes related to any amounts received by the Provider pursuant to this Agreement.

4. The Provider agrees to follow all Chambers County Emergency Services Guidelines in providing EMS and First Responder Services pursuant to this Agreement. A current copy of the Chambers County Emergency Services Guidelines is hereby attached and incorporated by reference as **Exhibit 3** to this Agreement.

5. The funds awarded to the Provider under this Agreement shall be paid solely out of the County's collection of the Health Services Taxes. All funds received from the Health Services Taxes shall be used to provide "health services" in the County, as provided under Texas Tax Code § 324.081. The Provider hereby represents and warrants that such funds awarded and received under this Agreement will be used solely to provide "health services" as provided under the Texas Tax Code § 324.081, as amended or supplemented, and that the County is hereby relying on such representation and warranty in connection with awarding funding under this Agreement. Provider hereby agrees to indemnify and defend County for any misuse of such funds, including without limitation the return of the funds used for an improper purpose. Provider agrees that this Agreement and the County's promise to pay the funds awarded herein shall not constitute any type of indebtedness of the County and that neither the faith and credit nor the taxing power of the County is pledged to the payment of the funds awarded herein to the Provider.

6. The Provider agrees that the funds awarded by the County shall be used by the

Provider solely for EMS and First Responder Services, which includes use for personnel, equipment, vehicles, radio equipment, and building improvements, and solely in accordance with the terms and conditions of the Program. The Provider agrees to provide the County with an annual written statement summarizing how the funds have been spent and certifying to the County that the funds have been utilized solely for the purposes stated in its application for funding and in accordance with the Program. The Provider agrees that the County shall have the right to audit the Provider's books, records and files to verify and confirm how the funds have been spent, which audit may take place at any time and from time to time at the request of the County. The Provider shall make such books, records and files available to the County for inspection and copying during normal business hours at the offices of the Provider without charge or expense to the County. The Provider agrees to provide the County with all such other and further information, certifications, documents and records as the County may request from time to time to confirm that the funds are being spent in accordance with the Program and so that the County may confirm that the Provider is in compliance with its duties and obligations under this Agreement and any applicable laws. The Provider agrees to keep a complete and accurate set of books and financial records, prepared in accordance with sound and recognized business and accounting principles, consistently applied, that fully record and report on the Provider's use of the funds. Such books and records shall be maintained by the Provider at its principal place of business at all times during the term of this Agreement and for a period of at least six years following the termination of this Agreement. The following funding provisions shall apply:

(a) Provider will develop specific written policies and procedures to follow for the expenditure of funds. The policies and procedures should clearly identify the process to be followed by designated personnel, eligible personnel reimbursement expenses, documentation that must be provided for all types of expenditures, and the approval process including evidence of approval.

(b) Provider will require all individuals that have access to department funds be bonded and have a complete background check on file.

(c) All expenditures incurred by the Provider shall be recorded and accounted for in the check register maintained by the department or, if check is not used, documentation must be kept. In all cases, Provider must keep documentation and receipts of all expenditures.

(d) Provider will establish a separate bank account for the expenditure of County grant funds to avoid commingling revenues and to clearly identify how the funds were spent.

(f) Provider shall establish an anti-fraud policy.

(g) Provider shall not use funds to provide personal loans to members or to any other person.

(h) Provider shall not use funds to repair any vehicle or equipment other than that owned by the Provider's "department".

(i) Fuel expenses shall be documented by vehicle. If the Provider furnishes fuel for any member, it must be accomplished by the receipt and reimbursement method. Provider shall not allow members to directly fuel personal vehicles.

7. Provider represents, covenants and warrants as follows:



(a) Provider is a Texas nonprofit corporation and is in good standing under the laws of the State of Texas, is duly qualified to transact business and hold property in the State of Texas and in every jurisdiction in which the nature of its activities requires it to be so qualified, has full and complete power to enter into this Agreement and to enter into and carry out the transactions contemplated hereby, and to carry out its obligations under this Agreement, and has duly authorized the execution and delivery of this Agreement. Without limiting the generality of the foregoing, Provider holds all licenses and certificates required by the State of Texas or any other governmental agency to provide EMS and First Responder Services.

(b) Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions hereof nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Provider is now a party or by which Provider or its property is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Provider.

(c) Provider shall prepare and adopt procedures manual for providing EMS and First Responder Services so as to ensure that the Provider operates and provides such services in compliance with all applicable laws. Provider, at its sole cost and expense, shall ensure that all employees and volunteers are adequately trained to perform at the requisite levels and standards required by all applicable laws.

8. Provider is and shall be an independent contractor, and subject to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct the performance of the EMS and First Responder Services incident to its duties and obligations under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer/employee or principal/agent, or to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for the interviewing, hiring, training, assignment, control, management, compensation, promotion, or termination of Provider's employees. County shall have no obligation to pay or compensate the employees, volunteers or contractors hired by Provider for the EMS and First Responder Services provided for under this Agreement. The duty and obligation to pay or compensate the employees, volunteers or contractors rests solely with Provider. Accordingly, Provider hereby represents and warrants that it will comply with all applicable employment, labor, payment, overtime, and benefit laws that apply to its business, and Provider hereby agrees to defend and indemnify County from any and all claims arising from Provider's failure to pay or compensate its employees, contractors or volunteers for the EMS and First Responder Services provided under this Agreement.

9. This Agreement shall be for a term of one (1) year (the "Term"). There shall be

no automatic renewal of this Agreement and there is no obligation of any kind by the County to renew this Agreement or funding for the Provider.

10. The County shall have the right to terminate this Agreement upon giving 10 days written notice to the Provider in the event of Provider's failure to provide EMS and First Responder Services in compliance with the terms of this Agreement or all applicable laws or in the event the Provider is in breach of any other obligation or covenant made in this Agreement. In the event the County terminates this Agreement, the County shall be released from all further obligations hereunder and any funding for the Provider that had already been approved by the County but not yet disbursed shall be forfeited by the Provider and shall be retained by the County.

11. Provider shall procure and maintain at its cost and expense insurance with such reliable insurance companies as the County may from time to time require and approve, and such insurance as will meet the requirements of federal and state regulatory bodies having jurisdiction. Provider shall procure and maintain an insurance policy or policies for:

A. Comprehensive General Liability (Bodily Injury and Property Damage) including the following supplemental coverages (a) Contractual Liability to cover liability assumed under this Agreement; (b) Personal Injury Liability with the "employee" and "contractual" exclusions deleted, and (c) Broad Form Property Damage Liability Insurance. The limit of liability for such insurance shall not be less than \$1,000,000.00 per occurrence.

B. Automobile Bodily Injury and Property Damage Liability Insurance. Such insurance shall extend to owned and non-owned vehicles used in the performance of this Agreement. The limits of liability of such insurance shall not be less than \$1,000,000.00 per occurrence for Bodily Injury and Property Damage.

C. Professional Liability Insurance. Such insurance shall extend to all employees, volunteers, contractors, and agents of Provider that render medical services to people under this Agreement. The limits of liability of such insurance shall not be less than \$1,000,000.00 per occurrence.

In addition, Provider further agrees to cause contractual liability insurance endorsements or policies to be issued to insure Provider's contractual obligations hereunder, including the Provider's indemnity agreement made in favor of the County. Each company issuing an insurance policy pursuant to this Section shall be authorized to transact business in the State of Texas and such company shall be subject to the prior approval of the County. The Provider shall provide to the County, before commencing any services hereunder, an insurance certificate as proof of the insurance coverage set forth herein.

The above insurance policies shall include a requirement that the insurer provide the County with 30 days written notice prior to the effective date of any cancellation or material change of the insurance. The insurance specified above shall name the County as an additional insured with respect to the services (or incidental services) rendered under this Agreement; provide that said insurance is primary coverage with respect to all insureds; contain a Standard

Cross Liability Endorsement of Severability of Interest Clause which provides that the insurance applies separately to each insured and that the policies cover claims or suits by one insured against the other; and contain a waiver of subrogation.

12. **PROVIDER AGREES TO AND HEREBY DOES DEFEND, HOLD HARMLESS AND INDEMNIFY THE COUNTY, ITS EMPLOYEES, AGENTS, ELECTED OFFICIALS AND REPRESENTATIVES (INCLUDING THE COUNTY JUDGE, THE COUNTY COMMISSIONERS, AND THE SHERIFF), FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, LOSSES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, INCURRED OR SUFFERED BY THE COUNTY, ITS EMPLOYEES, AGENTS, ELECTED OFFICIALS OR REPRESENTATIVES, ARISING OUT OF, IN WHOLE OR IN PART, OR RESULTING FROM, IN WHOLE OR IN PART, (1) THE BREACH OF THIS AGREEMENT BY THE PROVIDER, (2) THE PROVIDING OF EMS AND FIRST RESPONDER SERVICES BY THE PROVIDER, (3) ANY NEGLIGENT OR WRONGFUL ACT OR FAILURE TO ACT BY PROVIDER OR ITS AGENTS, EMPLOYEES, OFFICERS OR REPRESENTATIVES, (4) THE FAILURE TO PAY OR COMPENSATE EMPLOYEES, VOLUNTEERS OR CONTRACTORS, OR (5) IMPROPER FUNDING OR USE OF GOVERNMENT FUNDS, EQUIPMENT OR ASSETS. THIS INDEMNITY SHALL APPLY REGARDLESS OF WHETHER OR NOT ANY SUCH DAMAGE, INJURY, SICKNESS, OR DEATH IS CONTRIBUTED TO BY THE ALLEGED NEGLIGENCE OR FAULT OF THE COUNTY, AND SHALL COVER CLAIMS OF NEGLIGENCE AGAINST THE COUNTY.**

13. In the event that any provision of this Agreement shall be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

15. This Agreement shall be deemed performable in Chambers County, Texas. Any and all suits for any and every breach of this Agreement shall be instituted and maintained in any court of competent jurisdiction in Chambers County, Texas.

16. No changes to this Agreement shall be made except upon written agreement of both parties.

17. All notices called for or contemplated hereunder shall be in writing and shall be valid when actually received by the party to whom such notice is given if sent via a private courier, such as Federal Express or Airborne, or by telecopy, or by means other than the United

States Mail, or on the date when deposited in the United States Mail, postage pre-paid, and sent by Certified Mail, Return Receipt Requested and addressed to the party as herein specified below:

(a) Notices to the County shall be delivered or sent as follows:

Office of the Chambers County Judge  
Chambers County Courthouse  
P.O. Box 939  
Anahuac, Texas 77514

(b) Notices to Provider shall be delivered or sent as follows:

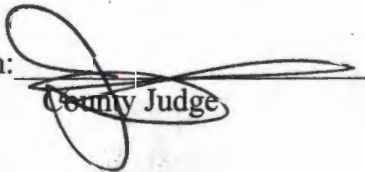
[insert applicable contact information]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

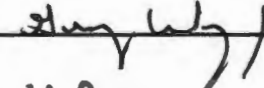
CHAMBERS COUNTY, TEXAS

PROVIDER: WINNIE-STOWELL EMS

Sign:

  
County Judge

Print Name: George A. Way Jr

By: 

Title: U. P. M.

ATTEST:

  
County Clerk

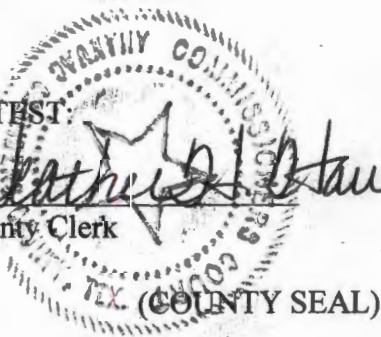


Exhibit 2

Fee Schedule

EMS Master Fee List 2011

Code	Charge Description	Fee
<b>Transport Type</b>		
1275	BLS EMERGENCY	\$ 1,500.00
1279	ALS EMERGENCY	\$ 1,600.00
1281	EMERGENCY MILEAGE	\$ 22.00
<b>Miscellaneous</b>		
1001	DISPATCH FEE	\$ 100.00
1006	EMERGENCY RATE	\$ 125.00
1084	EXTRA ATTENDANT	\$ 165.00
1046	SPINAL IMMOBILIZATION	\$ 250.00
1322	C-SPINE CLEARANCE	\$ 75.00
1055	KED	\$ 225.00
1014	4 X 4 NON STER GAUZE	\$ 5.00
1017	10 X 30 TRAUMA DRESSING	\$ 23.00
1018	STER KERLIX BDG	\$ 20.00
1019	TRIANGULAR BDG	\$ 11.00
1020	3 " ACE BDG	\$ 21.00
1021	6" ACE BDG	\$ 29.00
1012	TAPE	\$ 4.50
1030	DISP GLOVES	\$ 3.00
1175	DISP LINEN KIT	\$ 27.00
1034	DISP COLD/HOT PACK	\$ 13.00
1026	DISP THERMOMETER	\$ 3.00
1028	GLUCOMETER	\$ 50.00
1029	DEXTOSTIX / CHEM STRIP	\$ 4.00
Code	Charge Description	Fee
<b>Cardiovascular</b>		
1076	EKG MONITOR/INTERP	\$ 350.00
1077	EKG PADS	\$ 95.00
1073	EXT PACER EQUIPMENT	\$ 350.00
1074	EXT PACER ELEC/PADS	\$ 150.00
1079	DEFIB PADS	\$ 95.00
1180	AUTO EXT DEFIB (AED)	\$ 270.00
1075	CPR	\$ 175.00
1307	LUCUS /LIFEBAND/AUTO PULS	\$ 500.00
<b>Drugs</b>		
1234	ACTIVATED CHARCOAL PO	\$ 42.17
1209	AFRIN 15ml NASAL SPRAY	\$ 1.00
1207	AMIDATE IV 20MG/10ML	\$ 275.50
1248	AMIODARONE HCl 30mg/IV	\$ 31.50
1377	AMMONIA INHALENT	\$ 2.17
1253	ATIVAN,lorazepam2MG/ML IV	\$ 28.00
1273	ATROPINE SULFATE	\$ 26.54
1265	DEMEROL 100 MG IV/IM	\$ 93.86
1250	DEXTROSE 50% 50ml	\$ 148.96
1210	EPI 1:10000 1mg/ IV	\$ 20.52
1220	EPI MULTIDOSE IV PER 1cc	\$ 9.90
1258	FENTANYL CITRATE 0.1mg-IV	\$ 60.39
1292	GLUCOSE 40%-15GM PO	\$ 24.22

Code	Charge Description	Fee
<b>Respiratory</b>		
1191	OXYGEN AND SUPPLIES	\$ 140.00
1027	PULSE OXIMETER	\$ 95.00
1063	AIRWAY CO2 MONITOR	\$ 225.00
1059	DISP BAG VALVE MASK	\$ 80.00
1061	DISP AIRWAY	\$ 26.00
1065	DISP SUCTION CATH/SUPP	\$ 70.00
1066	PORTABLE SUCTION	\$ 90.00
1067	INTUBATION AND SUPPLIES	\$ 325.00
1158	PORTABLE VENTILATOR	\$ 190.00
1195	NEBULIZER	\$ 56.00
<b>IV Therapy</b>		
1091	IV THERAPY	\$ 290.00
1160	SALINE LOCK	\$ 240.00
1099	IV MONITOR CHARGE	\$ 85.00
1162	INTRAOSSEOUS IV CATH	\$ 70.00
1300	EZIO SET	\$ 455.00
1193	SYR/NEEDLE 1-3 cc	\$ 8.00
1102	SYR/NEEDLE 5-10cc	\$ 9.00
Code	Charge Description	Fee
<b>Drugs ( continued )</b>		
1203	LIDOCAINE 2%-10MG IV	\$ 9.31
1251	LIDOCAINE 4% 500mg	\$ 138.00
1242	MORPHINE SULFATE 10mg	\$ 23.96
1211	NARCAN 1mg/2ml IV	\$ 56.95
1212	NITRO SPRAY 0.4mg	\$ 10.00
1252	NITRO TABLET 0.4 MG SL	\$ 3.17
1246	NORCURON 10mg IV	\$ 25.00
1254	NORMAL SALINE FLUSH 10cc	\$ 10.33
1224	NORMAL SALINE 250ml IV	\$ 49.53
1205	NORMAL SALINE 500MLIV	\$ 66.74
1228	NORMAL SALINE 1000ml IV	\$ 85.86
1204	PHENERGAN 50mg IV	\$ 42.92
1218	SOD BICARB 8.4% IVP/1mEq	\$ 14.89
1249	SUCCINYLBOLINE 20mg/1ml	\$ 19.00
1241	THIAMINE 100mg IV	\$ 95.36
1263	TYLENOL CAP/LIQ	\$ 2.00
1245	VALIUM 5mg IM/IV	\$ 13.66
1260	VERSED 1mg IV	\$ 27.59
1310	ZEMURON 10mg	\$ 24.92

EMS Master Fee List 2011

Code	Charge Description	Fee
<b>Transport Type</b>		
1275	BLS EMERGENCY	\$ 1,500.00
1279	ALS EMERGENCY	\$ 1,600.00
1281	EMERGENCY MILEAGE	\$ 22.00
<b>Miscellaneous</b>		
1001	DISPATCH FEE	\$ 100.00
1006	EMERGENCY RATE	\$ 125.00
1084	EXTRA ATTENDANT	\$ 165.00
1046	SPINAL IMMOBILIZATION	\$ 250.00
1322	C-SPINE CLEARANCE	\$ 75.00
1055	KED	\$ 225.00
1014	4 X 4 NON STER GAUZE	\$ 5.00
1017	10 X 30 TRAUMA DRESSING	\$ 23.00
1018	STER KERLIX BDG	\$ 20.00
1019	TRIANGULAR BDG	\$ 11.00
1020	3 " ACE BDG	\$ 21.00
1021	6" ACE BDG	\$ 29.00
1012	TAPE	\$ 4.50
1030	DISP GLOVES	\$ 3.00
1175	DISP LINEN KIT	\$ 27.00
1034	DISP COLDHOT PACK	\$ 13.00
1026	DISP THERMOMETER	\$ 3.00
1028	GLUCOMETER	\$ 50.00
1029	DEXTOSTIX / CHEM STRIP	\$ 4.00
Code	Charge Description	Fee
<b>Cardiovascular</b>		
1076	EKG MONITOR/INTERP	\$ 350.00
1077	EKG PADS	\$ 95.00
1073	EXT PACER EQUIPMENT	\$ 350.00
1074	EXT PACER ELEC/PADS	\$ 150.00
1079	DEFIB PADS	\$ 95.00
1180	AUTO EXT DEFIB (AED)	\$ 270.00
1075	CPR	\$ 175.00
1307	LUCUS /LIFEBAND/AUTO PULS	\$ 500.00
<b>Drugs</b>		
1234	ACTIVATED CHARCOAL PO	\$ 42.17
1209	AFRIN 15ml NASAL SPRAY	\$ 1.00
1207	AMIDATE IV 20MG/10ML	\$ 275.50
1248	AMIODARONE HCl 30mg/IV	\$ 31.50
1377	AMMONIA INHALENT	\$ 2.17
1253	ATIVAN,lorazepam2MG/ML IV	\$ 28.00
1273	ATROPINE SULFATE	\$ 26.54
1265	DEMEROL 100 MG IV/IM	\$ 93.86
1250	DEXTROSE 50% 50ml	\$ 148.96
1210	EPI 1:10000 1mg/ IV	\$ 20.52
1220	EPI MULTIDOSE IV PER 1cc	\$ 9.90
1258	FENTANYL CITRATE 0.1mg-IV	\$ 60.39
1292	GLUCOSE 40%-15GM PO	\$ 24.22

Code	Charge Description	Fee
<b>Respiratory</b>		
1191	OXYGEN AND SUPPLIES	\$ 140.00
1027	PULSE OXIMETER	\$ 95.00
1063	AIRWAY CO2 MONITOR	\$ 225.00
1059	DISP BAG VALVE MASK	\$ 80.00
1061	DISP AIRWAY	\$ 26.00
1065	DISP SUCTION CATH/SUPP	\$ 70.00
1066	PORTABLE SUCTION	\$ 90.00
1067	INTUBATION AND SUPPLIES	\$ 325.00
1158	PORTABLE VENTILATOR	\$ 190.00
1195	NEBULIZER	\$ 56.00
<b>IV Therapy</b>		
1091	IV THERAPY	\$ 290.00
1160	SALINE LOCK	\$ 240.00
1099	IV MONITOR CHARGE	\$ 85.00
1162	INTRAOSSEOUS IV CATH	\$ 70.00
1300	EZIO SET	\$ 455.00
1193	SYR/NEEDLE 1-3 cc	\$ 8.00
1102	SYR/NEEDLE 5-10cc	\$ 9.00
Code	Charge Description	Fee
<b>Drugs ( continued )</b>		
1203	LIDOCAINE 2%-10MG IV	\$ 9.31
1251	LIDOCAINE 4% 500mg	\$ 138.00
1242	MORPHINE SULFATE 10mg	\$ 23.96
1211	NARCAN 1mg/2ml IV	\$ 56.95
1212	NITRO SPRAY 0.4mg	\$ 10.00
1252	NITRO TABLET 0.4 MG SL	\$ 3.17
1246	NORCURON 10mg IV	\$ 25.00
1254	NORMAL SALINE FLUSH 10cc	\$ 10.33
1224	NORMAL SALINE 250ml IV	\$ 49.53
1205	NORMAL SALINE 500MLIV	\$ 66.74
1228	NORMAL SALINE 1000ml IV	\$ 85.86
1204	PHENERGAN 50mg IV	\$ 42.92
1218	SOD BICARB 8.4% IVP/1mEq	\$ 14.89
1249	SUCCINYLBOLINE 20mg\1ml	\$ 19.00
1241	THIAMINE 100mg IV	\$ 95.36
1263	TYLENOL CAP/LIQ	\$ 2.00
1245	VALIUM 5mg IM/IV	\$ 13.66
1260	VERSED 1mg IV	\$ 27.59
1310	ZEMURON 10mg	\$ 24.92

Chambers County  
EMS Funding  
Renewal Checklist and Coversheet  
for:

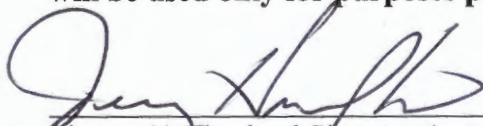
Winnie Stowell EMS  
EMS Department

Have you included the following in your funding renewal packet?

- Signed funding agreement.
- Proof of insurance as described in the Guidelines and under number 8 of the Funding Agreement.
- Certificate/Proof of your EMS department's registration with DSHS.
- 700/800mhz Inventory/Assignment Sheet
- Proof of Bonding requirement.
- Current Fee Schedule (labeled as "Exhibit 2").

\*Please do not staple together any of the documents in your application packet. Paperclips ok.

**I acknowledge and represent that I have received and read the attached EMS Guidelines and EMS Funding Agreement. I further acknowledge and represent that the information that I have provided in it is true and correct. I also acknowledge and represent that if the EMS entity described on this application is to receive funds under this Program, all funds will be used only for purposes pursuant to the Funding Agreement.**

  
\_\_\_\_\_  
Sign (Authorized Signatory)

Date: 1-24-17

Jerry Hamilton  
\_\_\_\_\_  
Print Name

Proof of 501 c 3  
status is last page



## Appendix C



# Emergency Services Complaint Policy

### **Purpose**

To establish a uniform policy by which complaints against fire departments and emergency medical service providers (Emergency Services) shall be submitted to Chambers County, and subsequently handled by the County.

### **Requirements for Submitting Complaints**

Any complaints submitted to Chambers County must be submitted in writing and must include the following information:

- Name of person submitting complaint;
- Contact information (address and phone number) of person submitting complaint;
- Specific information regarding the complaint, including date and time of occurrence, and names of those persons involved;

Anonymous complaints will not be accepted by Chambers County. Without the specific information listed above, and unless submitted in writing, complaints will not be considered as valid. Complaints should be submitted to the Emergency Services Coordinator, who will keep Commissioner's Court reasonably informed.

### **Complaints Pertaining to Possible DSHS Violations**

Chambers County will not be the authority in determining if a specific complaint is a violation of DSHS rules and regulations. If complaints received by the county indicate a possible violation of DSHS rules and regulations, they will be forwarded to DSHS for investigation. DSHS also requires all of the information listed above under "Requirements for Submitting Complaints" to be present in order to investigate the complaint. After investigating, DSHS will then inform the county as to whether a violation of state rules and regulations has occurred.



**Property & Casualty  
Summary of Coverages**

---

**PREPARED FOR:**

**WINNIE/STOWELL VOLUNTEER EMERGENCY MEDICAL  
SERVICE**

---

Date Prepared: Monday, August 29, 2016

## FOREWORD

The actual insuring agreements are in the policies, not in this summary of coverages. This summary is not binding on your organization, VFIS or the insurance companies we represent. Actual coverage is provided only by the policy.

This document reflects renewal coverage information that is not yet effective as of the document preparation date.

Policies included in this summary:

<b>Policy Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>
VFIS-CM-1055315-09	09/30/2016	09/30/2017
VFIS-TR-2058484-09	09/30/2016	09/30/2017

## GENERAL INFORMATION

**First Named Insured:** WINNIE/STOWELL VOLUNTEER EMERGENCY MEDICAL SERVICE

**Mailing Address:** PO BOX 755  
WINNIE, TX 77665

**PROPERTY****Schedule of Locations**

<u>Premises</u>	<u>Item</u>	<u>Address</u>	<u>Occupancy</u>
1	1	249 BROADWAY WINNIE, TX 77665	EMS OFFICE & STATION
1	2	249 BROADWAY WINNIE, TX 77665	GENERATOR
1	3	249 BROADWAY WINNIE, TX 77665	PATIO COVER

**Schedule of Limits & Deductibles**

Property Deductible: \$500

For the Earthquake, Flood, and Named Storms deductibles listed below, if a deductible percentage is listed, that percentage applies to the sum of the Building and Contents limits.

<u>Premises/ Item</u>	<u>Building Limit</u>	<u>Building Valuation</u>	<u>Contents Limit</u>	<u>Contents Valuation</u>	<u>Earthquake Deductible</u>	<u>Flood Deductible</u>	<u>Named Storms Deductible</u>
1/1	\$265,702	GRC	\$65,797	RC	5%	\$1,000	N/A
1/2	\$16,224	GRC	Not Covered	N/A	5%	\$1,000	N/A
1/3	\$8,112	ACV	Not Covered	N/A	5%	\$1,000	N/A

## PROPERTY

### Valuation Basis

VFIS insures property on a **guaranteed replacement cost (GRC)**, **replacement cost (RC)**, **actual cash value (ACV)** or **functional replacement cost (FRC)** basis. The previous page shows how your property is currently written.

### Descriptions

**Guaranteed replacement cost** pays to replace your property, without deduction for depreciation, even if the replacement cost is greater than the limit on the policy. Here's an example:

	<u>With GRC</u>	<u>Without GRC</u>
<b>Policy limit:</b>	\$100,000	\$100,000
<b>Actual cost to replace:</b>	\$125,000	\$125,000
<b>Policy pays:</b>	\$125,000	\$100,000
<b>You would have to pay:</b>	\$0	\$25,000

**Replacement cost** pays to replace your property, without deduction for depreciation, but is subject to the limit on the policy.

**Actual cash value** pays the cost to replace your property, subject to depreciation and subject to the limit on the policy.

**Functional replacement cost** pays to replace your property with similar property intended to perform the same function, when replacement with identical property is impossible or unnecessary; it's subject to the limit you select.

## Property Coverage Extensions

The VFIS policy includes many provisions that provide you additional coverages, including those listed below. The limits listed for the extension apply in addition to the limits already specified in the document. The Property deductible applies to all Property Coverage Extensions except as noted.

<b>Loss of Income</b>	Actual Loss Sustained
<b>Extra Expense</b>	Actual Expense Incurred
<b>Ordinance Coverage</b>	Applies to buildings insured on a Replacement Cost or Guaranteed Replacement Cost basis.
<b>Earthquake</b>	Applies to buildings and contents. Deductible of 5% of the combined building and contents amounts for each damaged structure.
<b>Flood</b>	Applies to buildings and contents. Deductible of \$1,000 applies per premises.
<b>Crisis Incident Response Coverage</b>	\$25,000 limit any one crisis incident
<b>Money &amp; Securities</b>	Included / \$30,000 Limit
<b>Trees, Shrubs, Plants &amp; Lawns</b>	Full Replacement Cost
<b>Sirens &amp; Antennas</b>	Included in Building Amount
<b>Commandeered Property of Others</b>	Full Replacement Cost / Loss of Use
<b>Computer Software</b>	Included / \$250,000 Limit / Computer Virus
<b>Valuable Papers &amp; Records</b>	Actual Incurred Cost
<b>Accounts Receivable</b>	Actual Incurred Cost
<b>Recharge Costs</b>	Incurred Recharge Cost / No Deductible
<b>Deductible Waiver</b>	Included

### CRIME

VFIS offers a broad range of fidelity coverages which are customized to meet the needs of emergency service organizations including the following.

- **Employee Dishonesty** provides reimbursement for the loss of your organization's money or other property resulting from dishonest acts of your volunteers or employees.
- **Computer and Funds Transfer Fraud** will pay for loss the insured sustains arising directly out of the loss of or damage to money, securities, and property other than money and securities. This loss must result directly from the use of any computer to fraudulently cause transfer of that property from inside the premises or banking premises to a person outside those premises, or to a place outside those premises.
- **Identity Fraud Expense** is the compensation of expense sustained that was incurred by the insured or any employee as a result directly from identity fraud.

Your selections are indicated below.

**Covered Entity**

WINNIE/STOWELL VOLUNTEER EMERGENCY MEDICAL SERVICE

<b><u>Employee Dishonesty – Blanket</u></b>		<b><u>Limit</u></b>	<b><u>Deductible</u></b>	<b><u>Faithful Performance</u></b>
		\$25,000	None	No
<b><u>Specific Excess Position Schedule</u></b>	<b><u>Number in Position</u></b>	<b><u>Limit</u></b>		<b><u>Faithful Performance</u></b>
TREASURER	1	\$25,000		No
WINNIE/STOWELL VOLUNTEER EMERGENCY MEDICAL SERVICE				
<b><u>Computer and Funds Transfer Fraud</u></b>		<b><u>Limit</u></b>	<b><u>Deductible</u></b>	
		\$10,000	None	
<b><u>Identity Fraud Expense</u></b>		<b><u>Limit</u></b>	<b><u>Deductible</u></b>	
		\$10,000	None	

## PORTABLE EQUIPMENT

### Blanket Portable Equipment Coverage

<u>Covered For</u>	<u>Limit</u>	<u>Deductible</u>
All causes of physical loss unless excluded	Guaranteed Replacement Cost	\$250

If Portable Equipment coverage is provided on a blanket basis, coverage is provided for all portable firefighting, ambulance and rescue related equipment owned or furnished for your regular use.

### Coverage Extensions

<b>Personal Effects</b>	Primary / Replacement Cost / No Deductible
<b>Temporarily Borrowed Portable Equipment</b>	\$50,000
<b>Deductible Waiver</b>	Included
<b>Watercraft</b>	Up to 100 Horsepower
<b>Personal Watercraft (jet skis and waverunners)</b>	Included
<b>Trailers Used Primarily to Transport Covered PE</b>	Included



**AUTO**

<u>Coverage</u>	<u>Symbols</u>	<u>Limits</u>
Bodily Injury / Property Damage Combined Single Limit	1	\$1,000,000
"No Fault" or Statutory Personal Injury Protection	5	Included
Medical Payments	7	\$25,000
Uninsured Motorists	2	\$1,000,000
Underinsured Motorists Insurance	2	\$1,000,000
Physical Damage Comprehensive	7,8	see Schedule of Vehicles
Physical Damage Collision	7,8	see Schedule of Vehicles

**Liability Coverage Extensions**

Hired and Borrowed Vehicles	Included (Excess)
Commandeered Automobile	Included (Primary)
Volunteers/Employees as insureds under Non-Owned Automobiles	Included (Primary)
Garage Liability	Included
Fellow Member Liability	Included

**Physical Damage Coverage Extensions**

Deductible Waiver	Included
Freezing of Attached Special Equipment	Included
Volunteers' or Employees' Personal Automobiles	Reimburse the deductible up to \$1,000 if insurance is carried or actual cash value if no insurance is carried
Hired, Borrowed or Commandeered Vehicles	Included (ACV; Primary)
Customized Vehicles Extension	Included
Towing and Labor	Incurred Cost
Recertification	Included
Full Glass Coverage	Included
Garagekeepers Insurance	Included (\$50,000; Primary)
Removal of Apparatus from Environmentally Sensitive Areas	Included as part of claim adjustment expense

**Schedule of Vehicles**

<u>Vehicle No.</u>	<u>Year</u>	<u>Make &amp; Model</u>	<u>VIN</u>	<u>ACY</u>	<u>Agreed Value</u>	<u>Comp. Ded.</u>	<u>Coll. Ded.</u>
1	2010	CHEVY AMB ALS	1GB9G5B66A1113629		\$148,240	\$1,000	\$1,000
2	2012	FORD FIRST RESPONDER	1FMJU1F59BEF46802		\$45,000	\$1,000	\$1,000
3	2011	PASSPORT TRLR (MASS CASU. EQUIP)	16HPB1420CG098590		\$8,000	\$1,000	\$1,000
4	2015	CHEVY AMB ALS	1GB6G5CL6F1167799		\$170,000	\$1,000	\$1,000

Rental Reimbursement coverage applies to the following vehicles: 1, 4

## GENERAL LIABILITY / PROFESSIONAL HEALTH CARE LIABILITY

<u>Coverages</u>	<u>Limits</u>
Each Occurrence or Medical Incident.....	\$1,000,000
Personal and Advertising Injury (each offense).....	\$1,000,000
Fire Damage Legal Liability (any one fire).....	\$1,000,000
Medical Expense (each person).....	\$10,000
General Aggregate (the total payable in any policy term).....	\$3,000,000
Products / Completed Operations Aggregate (the total payable in any policy term).....	\$3,000,000

**Optional Coverages (apply only if checked)**

- Employer's (Stop Gap) Liability
- Owned Watercraft Liability (boats exceeding 100 horsepower)
- Pollution Liability – Above Ground Storage Tanks

### Coverage Extensions

<b>Volunteers and Employees as Insureds</b>	Included
<b>Blanket Additional Insureds</b>	Included
<b>Fellow Member Liability</b>	Included
<b>"Good Samaritan" Liability</b>	Included
<b>Intentional Acts</b>	Included
<b>Pollution Liability</b>	Included
<b>Liquor Liability</b>	Included
<b>Contractual Liability</b>	Included
<b>Owned Watercraft Liability (up to 100 hp)</b>	Included
<b>Non-Owned Watercraft Liability</b>	Included
<b>Owned Personal Watercraft (jet skis and waverunners)</b>	Included
<b>Expanded Aggregate Limit</b>	Per Named Insured (unless you have selected a \$10,000,000 aggregate limit) and Per Location

## MANAGEMENT LIABILITY

	<u>Limits</u>
Each Offense or Wrongful Act.....	\$1,000,000
Aggregate (the total payable in any policy term).....	\$3,000,000
Defense Expense for Injunctive Relief.....	\$50,000

<input checked="" type="checkbox"/> "Claims made" basis	<input type="checkbox"/> "Occurrence" basis
---	---

Management Liability coverage protects you against claims for monetary damages arising out of:

- **Employment-related practices**, such as wrongful termination, failure to promote or sexual harassment,
- Errors in the **administration of employee benefit plans**, such as Accident and Sickness coverage, Group Life or Workers' Compensation, and
- Other wrongful acts.

### Coverage Extensions

<b>Outside Directorship Liability</b>	Included
<b>Blanket Additional Insureds</b>	Included
<b>Expanded Aggregate Limit</b>	Per Named Insured <small>(unless you have selected a \$10,000,000 aggregate limit)</small>
<b>Fair Labor Standards Act Suit Defense Coverage</b>	\$100,000 for each claim limit
<b>Unintentional Release Of HIPAA Information</b>	\$100,000 limit

### Cyber Liability and Privacy Crisis Management Expense

- **Cyber Liability** protects you when claims are made against you for monetary damages arising out of an electronic information security event.
- **Privacy Crisis Management Expense** reimburses for expenses you incur as a result of a privacy crisis management event first discovered during the policy period. This first party coverage is intended to provide professional expertise in the identification and mitigation of a privacy breach while satisfying all Federal and State statutory requirements.

#### Cyber Liability

Each Event Limit:	\$1,000,000	Each Electronic Information Security Event
Retroactive Date:	None	

#### Privacy Crisis Management Expense

Each Event Limit:	\$50,000	Each Privacy Event
Aggregate Limit:	\$50,000	Aggregate
Retroactive Date:	None	
Deductible:	\$0	Each Privacy Event

## ADDITIONAL INTERESTS

### Auto

<u>Vehicle No.</u>	<u>Type</u>	<u>Name/Address</u>
1	Loss Payee	PROSPERITY BANK PO BOX 743 WINNIE, TX 77665

**PREMIUM SUMMARY**

	<u>Premium</u>
Property.....	\$5,195
Crime.....	\$116
Portable Equipment.....	\$960
Auto.....	\$8,943
General Liability.....	\$2,607
Management Liability.....	\$2,106
Excess Liability.....	\$0
<b>Total Estimated Annual Premium</b> .....	<b>\$19,927</b>
<i>(excludes state-imposed taxes, surcharges and fees)</i>	

*A "zero" premium indicates no existing coverage for that particular line of business.*

**Total Estimated State-Imposed Taxes, Surcharges and Fees .....\$8.00**

**CRIME**

VFIS offers a broad range of fidelity coverages which are customized to meet the needs of emergency service organizations including the following.

- **Employee Dishonesty** provides reimbursement for the loss of your organization's money or other property resulting from dishonest acts of your volunteers or employees.
- **Computer Fraud** will pay for loss the insured sustains arising directly out of the loss of or damage to money, securities, and property other than money and securities. This loss must result directly from the use of any computer to fraudulently cause transfer of that property from inside the premises or banking premises to a person outside those premises, or to a place outside those premises.
- **Identity Fraud Expense** is the compensation of expense sustained that was incurred by the insured or any employee as a result directly from identity fraud.

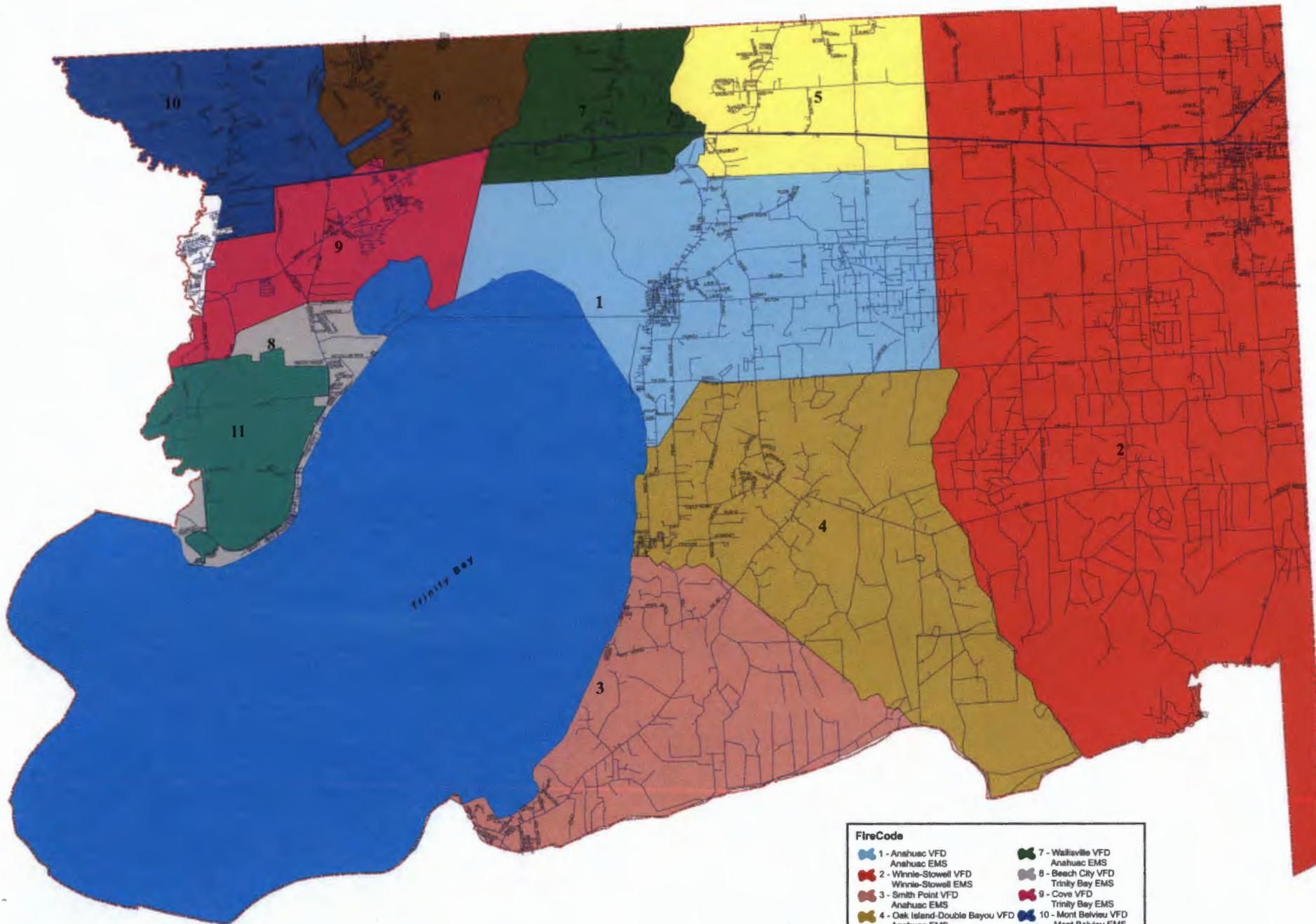
Your selections are indicated below.

**Covered Entity:**

WINNIE/STOWELL VOLUNTEER EMERGENCY MEDICAL SERVICE

<u>Employee Dishonesty -</u>		<u>Limit</u>	<u>Deductible</u>	<u>Faithful Performance</u>
<u>Blanket</u>		\$25,000	None	No
<u>Specific Excess</u>	<u>Number in</u>	<u>Limit</u>		<u>Faithful Performance</u>
<u>Position Schedule</u>	<u>Position</u>			
TREASURER	1	\$25,000		No
WINNIE/STOWELL VOLUNTEER EMERGENCY MEDICAL SERVICE				
<u>Computer Fraud</u>		<u>Limit</u>	<u>Deductible</u>	
		\$10,000	None	
<u>Identity Fraud Expense</u>		<u>Limit</u>	<u>Deductible</u>	
		\$10,000	None	

# Exhibit 1 - Emergency Services Coverage Areas



FireCode	
1 - Anahuac VFD Anahuac EMS	7 - Wallisville VFD Anahuac EMS
2 - Winnie-Stowell VFD Winnie-Stowell EMS	8 - Beech City VFD Trinity Bay EMS
3 - Smith Point VFD Anahuac EMS	9 - Cove VFD Trinity Bay EMS
4 - Oak Island-Double Bayou VFD Anahuac EMS	10 - Mont Belvieu VFD Mont Belvieu EMS
5 - Hankamer VFD Anahuac EMS	11 - Baytown FD Trinity Bay EMS
6 - Old River-Winfree VFD Mont Belvieu EMS	



C23164

## MANAGEMENT LIABILITY

### Limits

Each Offense or Wrongful Act.....	\$1,000,000
Aggregate (the total payable in any policy term).....	\$3,000,000
Defense Expense for Injunctive Relief.....	\$25,000



"Claims made" basis



"Occurrence" basis

Management Liability coverage protects you against claims for monetary damages arising out of:

- **Employment-related practices**, such as wrongful termination, failure to promote or sexual harassment,
- Errors in the **administration of employee benefit plans**, such as Accident and Sickness coverage, Group Life or Workers' Compensation, and
- Other wrongful acts.

### Coverage Extensions

Outside Directorship Liability

Included

Blanket Additional Insureds

Included

Expanded Aggregate Limit

Per Named Insured

(unless you have selected a \$10,000,000 aggregate limit)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Questco Brokerage 100 Commercial Circle Bldg B Conroe, TX 77304	<b>CONTACT NAME:</b> Jasmine Hale	<b>FAX (A/C, No):</b>		
	<b>PHONE (A/C, No, Ext):</b> 936-521-5837			
<b>INSURED</b> Alt-Source, LLC III 100 Commercial Circle Bldg B Conroe, TX 77304	<b>E-MAIL ADDRESS:</b> jasmine@questco.net	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	
	<b>INSURER A :</b> Crum & Forster Specialty Insurance Company	<b>INSURER B :</b>	<b>INSURER C :</b>	
	<b>INSURER D :</b>	<b>INSURER E :</b>	<b>INSURER F :</b>	<b>44520</b>

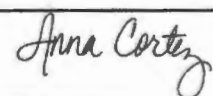
**COVERAGES**      **CERTIFICATE NUMBER:** 2NHBR5ET      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Texas Occupational Shield Policy			CF097520	01/01/2017	01/01/2018	\$ \$ \$ \$ \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Winnie-Stowell Emergency Medical Services #8008 (Effective 02/21/2013)  
 Coverage A: Employee Benefits: \$10,000,000.00 AOO / \$5,000,000.00 MAOE  
 Coverage B: Employer Liability: \$10,000,000.00 AOO / \$5,000,000.00 MAOE  
 Combined Single Limit: \$10,000,000.00 AOO / \$5,000,000.00 MAOE  
 Policy Aggregate Max Per Policy Period: \$15,000,000

**CERTIFICATE HOLDER**      **CANCELLATION**

Winnie-Stowell Emergency Medical Service 249 Broadway PO Box 755 Winnie, TX 77665	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

## **MOBIL RADIOS**

Unit 23  
Medic 22  
Medic 21

CC#1060  
CC#1061  
CC#1062

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Barbara Marzean; Nancy K Spear

of Austin and State of Texas their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS**

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of October, 2013.



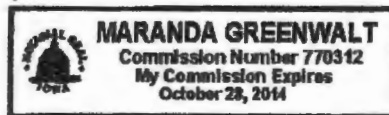
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 4th day of October, 2013, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Maranda Greenwalt*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of March, 2014



*William Warner Jr.*  
Secretary

POA 0014 (11/11)

**STATE OF TEXAS  
MEDICAID PROVIDER SURETY BOND**

MEDICAID PROVIDER NUMBER or TAX ID: \_\_\_\_\_ BOND NUMBER: TX 812506

Know all persons by these presents that subject to the terms, conditions, and limitations of this bond,

Winnie Stowell Volunteer EMS d/b/a Winnie Stowell Volunteer EMS  
(Provider's Name)

with its place of business at 249 Broadway  
(Provider's Physical Address)

City of Winnie, County of CHAMBERS, State of Texas, as principal,

And Merchants Bonding Company (Mutual), a corporation organized and existing under the laws of  
(Surety Name)

the State of Iowa, with its principal place of business at 2100 Fleur Drive  
(Surety Address)

City of Des Moines, County of Polk, State of Iowa and authorized to transact a surety business in the State of Texas, as surety, are held and firmly bound unto the Health and Human Services Commission (HHSC), an agency of the State of Texas, as obligee in the penal sum of Fifty Thousand Dollars (\$50,000), for which payment principal and surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally.

WHEREAS, Principal is enrolled in or seeking to be enrolled in the Texas Medicaid program as a provider.

WHEREAS, pursuant to Title 1 Texas Administrative Code (TAC) § 352.15, the Principal is required to provide a surety bond as a condition of participation in the Medicaid program, and this bond is provided in compliance with the provider's obligations as set forth in this authority.

NOW THEREFORE, the condition of this Bond is that if the Principal shall pay the Obligee any uncollected overpayments (as this term is defined by Title 42 Code of Federal Regulations (CFR) § 433.304), then this Bond shall be null and void, otherwise to remain in full force and effect, subject, however, to the following:

1. Principal and Surety are liable under this Bond for only the amount of any uncollected overpayments for which the Principal is responsible and for which subject to Paragraph 8, are determined during the term of the bond.
2. Surety agrees to pay a claim within 30 days of receiving written notice of the claim and sufficient evidence to establish Surety's liability under this Bond.
3. HHSC is the sole Obligee of this Bond, and no action may be brought on it by, or for the use or benefit of, any person or entity other than HHSC, its contractors, or designated agent.
4. Regardless of the number of years this Bond is in effect, the number of premiums paid, or the number of claims made, the Surety's aggregate liability shall not be more than the penal sum of this Bond.
5. The Surety's liability under this Bond shall not be affected, diminished, or concluded by any action by the Principal or the Surety to terminate, reduce, or limit the scope or term of the bond; by any action by the Principal to cease operation, sell or transfer any assets or ownership interest, file for bankruptcy, or fail to pay the Surety; or by the Principal's failure to exercise available appeal rights under Medicaid or CHIP.
6. Subject to Paragraph 8, The Surety's liability under this Bond shall terminate and the Surety shall have no further liability upon the effective date of cancellation or expiration of this Bond by the Surety or Principal in accordance with Paragraph 7 of this Bond.
7. The Surety or Principal may cancel this Bond by providing written notice of such cancellation to the Obligee. Cancellation or expiration shall be effective 30 days after notice of cancellation is sent to the Obligee's contractor provided such notice is actually received.
8. In the event the Principal's participation in the Medicaid program is terminated or this Bond is cancelled or expires, and the Principal fails to submit a new bond to the Obligee, the Surety remains liable for uncollected overpayments that occurred during the term of the bond for 2 years following the effective date of cancellation or expiration of this Bond.

This Bond is effective March 11, 2014

Signed and dated this 11th day of March, 20 14.

MEDICAID PROVIDER: Winnie Stowell Volunteer EMS

By: Jerry [Signature] Title: 3/12/14  
(Authorized Corporate Officer)

SURETY: Merchants Bonding Company (Mutual)

By: Nancy K Spear  
(Authorized Power of Attorney)

Nancy K. Spear Attorney-in-Fact

Texas Medicaid Bond Form (November 2012)

# MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

## CONTINUATION CERTIFICATE (to be filed with the obligee)

TX 812506      50,000      Ambulance State Bond  
BOND NO.      AMOUNT      DESCRIPTION  
OBLIGEE HEALTH AND HUMAN SERVICES COMMISSION (HHSC)

MERCHANTS BONDING COMPANY (MUTUAL) hereby continues in force Bond for:  
PRINCIPAL WINNIE STOWELL VOLUNTEER EMS  
DBA \_\_\_\_\_

All liability under this Continuation Certificate is effective 03/11/16 and terminates midnight 03/11/17

This continuation is executed upon the express condition that the Company's liability under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed in the aggregate the largest single amount named in the Bond, the endorsement attached thereto, or any continuation certificate.

Witness the signature of its President under the corporate seal on 01/01/16

Attest:  
William Warner Jr.  
Secretary



MERCHANTS BONDING COMPANY (MUTUAL)  
Larry Taylor  
President

### CERTIFICATION

I hereby certify that the following is a true and correct copy of Section 1(b) and Section 1(d) of Article VI of the Bylaws of Merchants Bonding Company (Mutual) duly adopted and recorded to-wit: Section 1(b) "The President, Secretary, or Treasurer or any Assistant Treasurer or any Assistant Secretary shall have power and authority to execute on behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof," and Section 1(d) "The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

I further certify that the following are duly elected officers of the Company: Larry Taylor, President; and William Warner, Jr., Secretary.

IN TESTIMONY WHEREOF, I have hereunto set my hand as President and affix the Corporate Seal of the MERCHANTS BONDING COMPANY (MUTUAL)

this 1ST day of JANUARY, 2016

Attest:  
William Warner Jr.  
Secretary

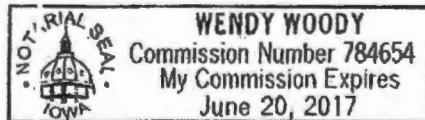


MERCHANTS BONDING COMPANY (MUTUAL)  
Larry Taylor  
President

On this 1ST day of JANUARY, 2016 before me appeared Larry Taylor, to me personally known who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

Witnessed to and subscribed by me on 01/01/16

Wendy Woody  
Notary Public, Polk County Iowa



# ACORD VEHICLE SCHEDULE

DATE  
2/10/2016

<b>PRODUCER</b> <b>PHONE</b> (A/C. No. Ext): 800-252-9435		<b>APPLICANT</b> (First Named Insured) <b>Winnie Stowell Vol EMS</b>	
<b>VFIS of Texas</b> 3420 Executive Center Dr #301 Austin, TX 78731 Glenn Hastings		<b>EFFECTIVE DATE</b> 09/30/15	<b>EXPIRATION DATE</b> 09/30/16
<b>CODE:</b> <b>SUB CODE:</b>		<input checked="" type="checkbox"/> <b>DIRECT BILL</b> <input type="checkbox"/> <b>AGENCY BILL</b>	<b>PAYMENT PLAN</b> <b>AUDIT</b>
<b>AGENCY CUSTOMER ID</b> <b>WINNI-2</b>		<b>FOR COMPANY USE ONLY</b>	

## VEHICLE DESCRIPTION

<b>VEH #</b> 1	<b>YEAR</b> 2010	<b>MAKE:</b> CHEV <b>MODEL:</b> AMBULANCE	<b>BODY TYPE:</b> ALS <b>V.I.N.:</b> 1GB9G5B66A1113629	<b>SYM/AGE</b>	<b>COST NEW</b>								
<b>CITY, STATE, ZIP WHERE GARAGED</b>		<b>LIC STATE</b>	<b>TERR</b>	<b>GVW/GCW</b>	<b>CLASS</b>	<b>SIC</b>	<b>FACTOR</b>	<b>SEAT CP</b>	<b>RADIUS</b>	<b>FARTHEST TERM</b>			
<b>DRIVE TO WORK/SCHOOL</b>	<b>USE</b>	<b>COMM'L</b>	<b>CHECK COVERAGES</b>	<b>ADD'L NO-FAULT</b>	<b>UNDRINS MOTOR TOWING &amp; LABOR SPEC C OF L</b>	<b>F</b>	<b>LSP</b>	<b>DEDUCTIBLES</b>	<b>ACV</b>	<b>COMP</b>	<b>SPEC C OF L</b>	<b>MISC DR/CR:</b>	
<input type="checkbox"/> < 15 MILES <input type="checkbox"/> 15 MILES +	<input type="checkbox"/> PLEASURE <input type="checkbox"/> FARM	<input type="checkbox"/> RETAIL <input type="checkbox"/> SERVICE	<input type="checkbox"/> LIAB NO-FAULT	<input type="checkbox"/> MED PAY <input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/>	<input type="checkbox"/> FT <input type="checkbox"/> FTW	<input checked="" type="checkbox"/> LSP <input type="checkbox"/> COMP <input type="checkbox"/> COLL	<input checked="" type="checkbox"/> AA	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> X	<input type="checkbox"/>	<input type="checkbox"/>
<b>ST AMT</b> \$1,000 <b>TOTAL PREM</b> \$148,240 <b>COLL</b> \$1,000													
<b>VEH #</b> 2	<b>YEAR</b> 2012	<b>MAKE:</b> FORD <b>MODEL:</b> FIRST RESP	<b>BODY TYPE:</b> FR <b>V.I.N.:</b> 1FMJU1F59BEF46802	<b>SYM/AGE</b>	<b>COST NEW</b>								
<b>CITY, STATE, ZIP WHERE GARAGED</b>		<b>LIC STATE</b>	<b>TERR</b>	<b>GVW/GCW</b>	<b>CLASS</b>	<b>SIC</b>	<b>FACTOR</b>	<b>SEAT CP</b>	<b>RADIUS</b>	<b>FARTHEST TERM</b>			
<b>DRIVE TO WORK/SCHOOL</b>	<b>USE</b>	<b>COMM'L</b>	<b>CHECK COVERAGES</b>	<b>ADD'L NO-FAULT</b>	<b>UNDRINS MOTOR TOWING &amp; LABOR SPEC C OF L</b>	<b>F</b>	<b>LSP</b>	<b>DEDUCTIBLES</b>	<b>ACV</b>	<b>COMP</b>	<b>SPEC C OF L</b>	<b>MISC DR/CR:</b>	
<input type="checkbox"/> < 15 MILES <input type="checkbox"/> 15 MILES +	<input type="checkbox"/> PLEASURE <input type="checkbox"/> FARM	<input type="checkbox"/> RETAIL <input type="checkbox"/> SERVICE	<input type="checkbox"/> LIAB NO-FAULT	<input type="checkbox"/> MED PAY <input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/>	<input type="checkbox"/> FT <input type="checkbox"/> FTW	<input checked="" type="checkbox"/> LSP <input type="checkbox"/> COMP <input type="checkbox"/> COLL	<input checked="" type="checkbox"/> AA	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> X	<input type="checkbox"/>	<input type="checkbox"/>
<b>ST AMT</b> \$1,000 <b>TOTAL PREM</b> \$45,000 <b>COLL</b> \$1,000													
<b>VEH #</b> 3	<b>YEAR</b> 2011	<b>MAKE:</b> PASSPORT <b>MODEL:</b> TRAILER	<b>BODY TYPE:</b> ALS <b>V.I.N.:</b> 16HPB1420CG098590	<b>SYM/AGE</b>	<b>COST NEW</b>								
<b>CITY, STATE, ZIP WHERE GARAGED</b>		<b>LIC STATE</b>	<b>TERR</b>	<b>GVW/GCW</b>	<b>CLASS</b>	<b>SIC</b>	<b>FACTOR</b>	<b>SEAT CP</b>	<b>RADIUS</b>	<b>FARTHEST TERM</b>			
<b>DRIVE TO WORK/SCHOOL</b>	<b>USE</b>	<b>COMM'L</b>	<b>CHECK COVERAGES</b>	<b>ADD'L NO-FAULT</b>	<b>UNDRINS MOTOR TOWING &amp; LABOR SPEC C OF L</b>	<b>F</b>	<b>LSP</b>	<b>DEDUCTIBLES</b>	<b>ACV</b>	<b>COMP</b>	<b>SPEC C OF L</b>	<b>MISC DR/CR:</b>	
<input type="checkbox"/> < 15 MILES <input type="checkbox"/> 15 MILES +	<input type="checkbox"/> PLEASURE <input type="checkbox"/> FARM	<input type="checkbox"/> RETAIL <input type="checkbox"/> SERVICE	<input type="checkbox"/> LIAB NO-FAULT	<input type="checkbox"/> MED PAY <input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/>	<input type="checkbox"/> FT <input type="checkbox"/> FTW	<input type="checkbox"/> LSP <input type="checkbox"/> COMP <input type="checkbox"/> COLL	<input checked="" type="checkbox"/> AA	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> X	<input type="checkbox"/>	<input type="checkbox"/>
<b>ST AMT</b> \$1,000 <b>TOTAL PREM</b> \$8,000 <b>COLL</b> \$1,000													
<b>VEH #</b> 4	<b>YEAR</b> 2015	<b>MAKE:</b> Chevy <b>MODEL:</b> Amb	<b>BODY TYPE:</b> ALS <b>V.I.N.:</b> 1GB6G5CL6F1167799	<b>SYM/AGE</b>	<b>COST NEW</b>								
<b>CITY, STATE, ZIP WHERE GARAGED</b>		<b>LIC STATE</b>	<b>TERR</b>	<b>GVW/GCW</b>	<b>CLASS</b>	<b>SIC</b>	<b>FACTOR</b>	<b>SEAT CP</b>	<b>RADIUS</b>	<b>FARTHEST TERM</b>			
<b>DRIVE TO WORK/SCHOOL</b>	<b>USE</b>	<b>COMM'L</b>	<b>CHECK COVERAGES</b>	<b>ADD'L NO-FAULT</b>	<b>UNDRINS MOTOR TOWING &amp; LABOR SPEC C OF L</b>	<b>F</b>	<b>LSP</b>	<b>DEDUCTIBLES</b>	<b>ACV</b>	<b>COMP</b>	<b>SPEC C OF L</b>	<b>MISC DR/CR:</b>	
<input type="checkbox"/> < 15 MILES <input type="checkbox"/> 15 MILES +	<input type="checkbox"/> PLEASURE <input type="checkbox"/> FARM	<input type="checkbox"/> RETAIL <input type="checkbox"/> SERVICE	<input type="checkbox"/> LIAB NO-FAULT	<input type="checkbox"/> MED PAY <input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/>	<input type="checkbox"/> FT <input type="checkbox"/> FTW	<input checked="" type="checkbox"/> LSP <input type="checkbox"/> COMP <input type="checkbox"/> COLL	<input checked="" type="checkbox"/> AA	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> X	<input type="checkbox"/>	<input type="checkbox"/>
<b>ST AMT</b> \$1,000 <b>TOTAL PREM</b> \$170,000 <b>COLL</b> \$1,000													
<b>VEH #</b> 5	<b>YEAR</b>	<b>MAKE:</b>	<b>BODY TYPE:</b>	<b>SYM/AGE</b>	<b>COST NEW</b>								
<b>CITY, STATE, ZIP WHERE GARAGED</b>		<b>LIC STATE</b>	<b>TERR</b>	<b>GVW/GCW</b>	<b>CLASS</b>	<b>SIC</b>	<b>FACTOR</b>	<b>SEAT CP</b>	<b>RADIUS</b>	<b>FARTHEST TERM</b>			
<b>DRIVE TO WORK/SCHOOL</b>	<b>USE</b>	<b>COMM'L</b>	<b>CHECK COVERAGES</b>	<b>ADD'L NO-FAULT</b>	<b>UNDRINS MOTOR TOWING &amp; LABOR SPEC C OF L</b>	<b>F</b>	<b>LSP</b>	<b>DEDUCTIBLES</b>	<b>ACV</b>	<b>COMP</b>	<b>SPEC C OF L</b>	<b>MISC DR/CR:</b>	
<input type="checkbox"/> < 15 MILES <input type="checkbox"/> 15 MILES +	<input type="checkbox"/> PLEASURE <input type="checkbox"/> FARM	<input type="checkbox"/> RETAIL <input type="checkbox"/> SERVICE	<input type="checkbox"/> LIAB NO-FAULT	<input type="checkbox"/> MED PAY <input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/>	<input type="checkbox"/> FT <input type="checkbox"/> FTW	<input type="checkbox"/> LSP <input type="checkbox"/> COMP <input type="checkbox"/> COLL	<input type="checkbox"/> AA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>ST AMT</b> \$ <b>TOTAL PREM</b> \$ <b>COLL</b> \$													
<b>VEH #</b> 6	<b>YEAR</b>	<b>MAKE:</b>	<b>BODY TYPE:</b>	<b>SYM/AGE</b>	<b>COST NEW</b>								
<b>CITY, STATE, ZIP WHERE GARAGED</b>		<b>LIC STATE</b>	<b>TERR</b>	<b>GVW/GCW</b>	<b>CLASS</b>	<b>SIC</b>	<b>FACTOR</b>	<b>SEAT CP</b>	<b>RADIUS</b>	<b>FARTHEST TERM</b>			
<b>DRIVE TO WORK/SCHOOL</b>	<b>USE</b>	<b>COMM'L</b>	<b>CHECK COVERAGES</b>	<b>ADD'L NO-FAULT</b>	<b>UNDRINS MOTOR TOWING &amp; LABOR SPEC C OF L</b>	<b>F</b>	<b>LSP</b>	<b>DEDUCTIBLES</b>	<b>ACV</b>	<b>COMP</b>	<b>SPEC C OF L</b>	<b>MISC DR/CR:</b>	
<input type="checkbox"/> < 15 MILES <input type="checkbox"/> 15 MILES +	<input type="checkbox"/> PLEASURE <input type="checkbox"/> FARM	<input type="checkbox"/> RETAIL <input type="checkbox"/> SERVICE	<input type="checkbox"/> LIAB NO-FAULT	<input type="checkbox"/> MED PAY <input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/>	<input type="checkbox"/> FT <input type="checkbox"/> FTW	<input type="checkbox"/> LSP <input type="checkbox"/> COMP <input type="checkbox"/> COLL	<input type="checkbox"/> AA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>ST AMT</b> \$ <b>TOTAL PREM</b> \$ <b>COLL</b> \$													
<b>VEH #</b> 7	<b>YEAR</b>	<b>MAKE:</b>	<b>BODY TYPE:</b>	<b>SYM/AGE</b>	<b>COST NEW</b>								
<b>CITY, STATE, ZIP WHERE GARAGED</b>		<b>LIC STATE</b>	<b>TERR</b>	<b>GVW/GCW</b>	<b>CLASS</b>	<b>SIC</b>	<b>FACTOR</b>	<b>SEAT CP</b>	<b>RADIUS</b>	<b>FARTHEST TERM</b>			
<b>DRIVE TO WORK/SCHOOL</b>	<b>USE</b>	<b>COMM'L</b>	<b>CHECK COVERAGES</b>	<b>ADD'L NO-FAULT</b>	<b>UNDRINS MOTOR TOWING &amp; LABOR SPEC C OF L</b>	<b>F</b>	<b>LSP</b>	<b>DEDUCTIBLES</b>	<b>ACV</b>	<b>COMP</b>	<b>SPEC C OF L</b>	<b>MISC DR/CR:</b>	
<input type="checkbox"/> < 15 MILES <input type="checkbox"/> 15 MILES +	<input type="checkbox"/> PLEASURE <input type="checkbox"/> FARM	<input type="checkbox"/> RETAIL <input type="checkbox"/> SERVICE	<input type="checkbox"/> LIAB NO-FAULT	<input type="checkbox"/> MED PAY <input type="checkbox"/> UNINS MOTOR	<input type="checkbox"/>	<input type="checkbox"/> FT <input type="checkbox"/> FTW	<input type="checkbox"/> LSP <input type="checkbox"/> COMP <input type="checkbox"/> COLL	<input type="checkbox"/> AA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>ST AMT</b> \$ <b>TOTAL PREM</b> \$ <b>COLL</b> \$													



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/10/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER VFIS of Texas 3420 Executive Center Dr #301 Austin, TX 78731 Glenn Hastings	CONTACT NAME: <b>Glenn Hastings</b>	FAX (A/C, No): <b>512-448-9929</b>
	PHONE (A/C, No, Ext): <b>800-252-9435</b>	E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: <b>American Alternative Ins Corp</b>		<b>19720G</b>
INSURED <b>Winnie Stowell Vol EMS</b> <b>P O Box 755</b> <b>Winnie, TX 77665</b>	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Professional</b> <input type="checkbox"/> <b>Healthcare Liab</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VFIS-TR-2058484	09/30/2015	09/30/2016	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COM/POP AGG \$ <b>3,000,000</b> \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			VFIS-CM-1055315	09/30/2015	09/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10 I, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
TDSHEMS  Texas Department of State Health Services MC 2835 EMS Certification & Licensing P. O. Box 149347 Austin, TX 78714-9347	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Barbara R. Marzian</i>



## **Winnie-Stowell Volunteer Emergency Medical Services**

249 Broadway

PO Box 755 Winnie, TX 77665

(409) 296-9627

### **Fraud, Waste and Abuse Policy**

#### **Objectives**

The intent of this policy is to establish and maintain a fair, ethical, and honest business environment for all WSEMS employees, customers, suppliers and anyone else with whom we have a relationship. WSEMS employees, board members and officers, must be committed to safeguarding all assets. As a private, nonprofit organization that receives grant money generated by tax revenues, we must be committed to being "good stewards" to all assets entrusted to us. Though we are a private company, complete "transparency" of our business operations is a must. In order to maintain that "transparency", the following policies and procedures have been in the past, and will continue to be in effect unless amended by a majority vote of the WSEMS Board of Officers.

#### **Procedures**

- I. We feel that the easiest way to achieve our goal of "transparency" is with a division of assets. We will utilize separate bank accounts as follows:

- A. Savings Account- This account will be maintained and occasionally added to, for use in case of emergencies. Utilization of these funds will be the result of a majority vote of the WSEMS Board Officers.
  - B. Payroll Account- Grant money from Chambers County will be deposited by electronic transfer into this account. This account will be used to fund payroll only. We currently use a staffing company for payroll. The staffing company is authorized to initiate withdrawal of funds only after the payroll amount is approved by the EMS Coordinator or a Board Officer. Occasionally it is necessary to move funds from other accounts to ensure there are adequate funds for payroll. Those funds will be returned to the appropriate account as soon as possible.
  - C. General Operating Account- This account will be used for all other expenditures. Checks from this account can only be obtained from our CPA and will be endorsed with 2 Board Officer signatures.
- II. Payment for all other goods and services (excluding payroll) will be made through a CPA contracted to maintain the books and will be the custodian of record for expenditures being paid from our general operating fund.
  - III. Payroll will be paid only from the Payroll Account.
  - IV. Reimbursement for personal expenditures will be made when a valid receipt is presented to the CPA and the check is endorsed by 2 Board Officers. Board Officers are not allowed to endorse reimbursement checks payable to themselves.

**V.** Board Officers may authorize expenditures up to \$500.00. All purchases other than routine monthly bills, (see WSEMS Procurement Policy) greater than \$500.00 will be discussed and voted on in the monthly business meeting and the result of that vote reflected in the minutes of the meeting.

Expenditures greater than \$5000.00 will require a minimum of 3 written quotes and a vote at the next business meeting.

**VI.** WSEMS maintains an “open book” policy. WSEMS will gladly allow any resident of Chambers County or Chambers County official to examine its books at any time. Requests should be in writing, submitted at the monthly business meeting held on the 3<sup>rd</sup> Tuesday of each month at 7:00pm at the WSEMS station.

**VII.**

We, as a group must be vigilant, ensuring that no hint of impropriety exists within this organization. Any employee or volunteer who suspects fraud, waste or abuse of any WSEMS asset should report this to a WSEMS Board Officer.

This policy is effective immediately by order of the WSEMS Board of Officers and may be amended at any time by a majority vote of those Officers.

1/10/14

# WINNIE EMS PERSONNEL ROSTER

<b>PARAMEDICS</b>	<b>UNIT #</b>	<b>LOG IN ID</b>	<b>RADIO</b>
JERRY HAMILTON	7201	jhamilton1	
ENRICO AGUILAR	7209	eaguilar7209	
JAMES ESHLIMAN	7202	jeshliman7202	
RONNIE GREENWALD	7203	rgreenwald7203	
STEVEN HILTON	7204	shilton7204	
AMBER LUCIA	7205	alucia7205	
STEFFANI HOWELL	7211	showell7241	CC#692
NICK MORRISON	7206	nmorrison7206	
MARK MORRISON	7210	mmorrison7210	
ROBBY THEIS*	7207	rtheis7207	
RON NICHOLS	7208	rnichols7208	
Tret Darr	7212	tdarr7212	cc#696 pgr
<b>INTERMEDIATES</b>			
HUEY ABSHIRE	7221	habshire7221	CC#690
CAROLYN HURYCH	7222	churych7222	
BARON JONES	7224	bjones7224	
MARK MATAK	7225	mmatak7225	
BLAIR WAITES	7226	bwaites7226	
NOLAN GEORGE	7223	ngeorge7223	CC# 689

## BASICS

JUSTIN HOWELL	7242	jhowell7242	CC#693
ANDREW BROUSSARD	7243	abroussard7243	CC# 694
MARY GEORGE	7244	mgeorge7244	CC#695
RUTHANN BROUSSARD	7245	rbroussard7245	CC#696 pgr#0160
Christine Hudgins	7246	chudgins7246	

## FIRST RESPONDERS/ECA'S

STEVE FITZGERALD	7277	sfitzgerald7277	CC# 691
------------------	------	-----------------	---------

## VOLUNTEERS

JOE BOOZE	7280	jbooze7280	CC#697
BOBBY WAY	7283	<a href="#">bway7283</a>	CC# 698

## EMS STATION

#3250  
#3251

## EMS RESPONDER

UNIT #23



## TEXAS DEPARTMENT OF STATE HEALTH SERVICES

This certifies that

**WINNIE STOWELL VOLUNTEER EMS**

License Number: 036003

has submitted acceptable evidence of compliance with the Texas Health and Safety Code, Chapter 773, the Texas EMS Act, and is hereby granted a License as a **TEXAS EMERGENCY MEDICAL SERVICES PROVIDER**.

This License is not transferable and is valid only for use by the provider named above.

Expiration Date: 3/31/2018

**Kirk Cole**  
**Interim Commissioner**

If you have a complaint about the services you have received from this EMS Provider or if you have a reason to believe that a violation of Texas EMS regulations has occurred, please report your concerns to the Texas Department of State Health Services at:

**1-800-452-6086 or by email to [EMS\\_Complaint@dshs.state.tx.us](mailto:EMS_Complaint@dshs.state.tx.us)**

Document Number: 5460



Exempt Organizations Select Check

[Exempt Organizations Select Check Home](#)

Organizations Eligible to Receive Tax-Deductible Charitable Contributions (Pub. 78 data) - Search Results

The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

1-1 of 1 results

Results Per Page

« Prev | 1-1 | Next »

EIN ▲	Legal Name (Doing Business As) ▲	City ▲	State ▲Country ▲	Deductibility Status ▲
71-0864023	Winnie Stowell Volunteer Emergency Medical Services	Winnie	TX, United States	PC

« Prev | 1-1 | Next »



## Exempt Organizations Select Check

[Exempt Organizations Select Check Home](#)

Organizations Eligible to Receive Tax-Deductible Charitable Contributions (Pub. 78 data) - Search Results

The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

1-4 of 4 results

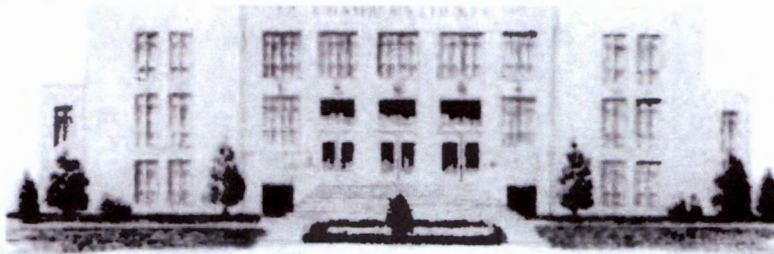
Results Per Page

« Prev | 1-4 | Next »

<a href="#">EIN</a> ▲	<a href="#">Legal Name (Doing Business As)</a> ▲	<a href="#">City</a> ▲	<a href="#">State</a> ▲	<a href="#">Country</a> ▲	<a href="#">Deductibility Status</a> ▲
27-2076556	Winnie Coastal Medical Foundation Inc.	Winnie	TX	United States	PC
71-0864023	Winnie-Stowell Volunteer Emergency Medical Services	Winnie	TX	United States	PC
74-1964656	Abundant Life Church of Winnie Incorporated	Winnie	TX	United States	PC
76-0197227	Winnie-Stowell Volunteer Fire Department	Winnie	TX	United States	PC

« Prev | 1-4 | Next »





## THE COUNTY OF CHAMBERS

ANAHUAC, TEXAS 77514

The office of  
**EMERGENCY MANAGEMENT**  
Roy Kimbell Turner - Coordinator

POST OFFICE BOX 957  
TELEPHONE  
(409) 267- 2446

April 2, 2017

To: Chambers County Commissioners' Court

Commissioners,

Attached please find attached an quotes for (2) LifePak 15 V4 cardiac monitors,(1) Lucas CPR Chest Compression System, and (2) Femo Chair Chairs for Winnie – Stowell EMS. These items were approved in the 2017 Budget Hearing.

Please consider and approve this request.

Sincerely,

Roy K. Turner



# REQUISITION

**Requisition #:** 011956

**Date:** 03/31/2017

**Vendor #:** 61350

**ISSUED TO:** WINNIE-STOWELL E.M.S.  
ATTN: BOBBY WAY  
P.O. BOX 56  
STOWELL, TX 77661-

**SHIP TO:** Emergency Management  
Attn:Accounts Payable  
2128 SH 61  
Anahuac, TX 77514

ITEM	UNITS DESCRIPTION	PROJECT	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 2 CHAIR STACKS		0.00 0910-631-3420	6,000.00
2	0 LIFEPAK 15 V4		0.00 0910-631-3420	31,100.00
3	0 LUCAS 2.2 CPR PACK		0.00 0910-631-3420	16,000.00

**Detailed Description:**

**Authorized By:** \_\_\_\_\_

<b>SUBTOTAL:</b>	53,100.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	53,100.00



**Physio-Control, Inc**  
 11811 Willows Road NE  
 P.O. Box 97006  
 Redmond, WA 98073-9706 U.S.A.  
 www.physio-control.com  
 tel 800.442.1142  
 fax 800 732.0956

**To** EMS Director Jerry Hamilton  
 WINNIE STOWELL EMS  
 538 BROADWAY  
 WINNIE.TX 77665  
 4097825413  
[txmedic007@aol.com](mailto:txmedic007@aol.com)

**Quote Number** 00034373  
**Revision #** 2  
**Created Date** 3/31/2016  
**Sales Consultant** Carlos Graubard  
**FOB** Redmond, WA  
**Terms** All quotes subject to credit approval and the following terms and conditions  
**NET Terms** NET 30  
**Expiration Date** 4/22/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99577-001957	<b>LIFEPAK 15 V4</b> Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EICO2, Carbon Monoxide, Bluetooth <b>INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.</b>	1.00	34 960.00	-4,544.80	30,415.20	30,415.20
11577-000004	Station Battery Charger - For the LP15	1.00	1,799.70	-233.96	1,565.74	1,565.74
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4.00	453.60	-58.97	394.63	1,578.53
11171-000017	Masimo SET LNCS Adult Reusable Sensor	1.00	325.00	-42.25	282.75	282.75
11996-000323	Masimo SET Red LNCS Patient Cable - 4 foot	1.00	206.00	-26.78	179.22	179.22
11171-000032	Rainbow DCI-DC8, Adult Reuse Sensor, 8 ft	1.00	1,013.00	-131.69	881.31	881.31
11160-000013	NIBP CUFF BAYONET-REUSEABLE,CHILD	1.00	24.00	-3.12	20.88	20.88
11160-000017	NIBP CUFF BAYONET-REUSEABLE LARGE ADULT	1.00	33.00	-4.29	28.71	28.71
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE: 11577-000001 Shoulder Strap	1.00	309.20	-40.20	269.00	269.00
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	1.00	54.60	-7.10	47.50	47.50
11260-000039	LIFEPAK 15 Carry case back pouch	1.00	79.20	-10.30	68.90	68.90
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	1.00	0.00	0.00	-4,500.00	-4,500.00
<b>Subtotal</b>					<b>USD 30,837.75</b>	
<b>Estimated Tax</b>					<b>USD 0.00</b>	
<b>Estimated Shipping &amp; Handling</b>					<b>USD 185.00</b>	

Quote Number: 00034373

---

Grand Total USD 31,022.75

**Pricing Summary Totals**

List Price Total	USD 40,618.11
Total Contract Discounts Amount	USD 0.00
Total Discount	USD -5,280.36
Trade In Discounts	USD -4,500.00
Tax + S&H	USD 185.00

**GRAND TOTAL FOR THIS QUOTE**

USD 31,022.75

PHYS-O-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

\_\_\_\_\_  
CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Reference Number CG/15919702/64291

Quote Number: 00034373

**General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses and expenses, arising out of or resulting from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to: (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing) and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio's inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395c(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Products.**

In addition to the General Terms above, the following terms apply to all purchases of products from Physio.

**Delivery.** Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms, in the absence of shipping instructions from Buyer. Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

**Inspections and Returns.** Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

**No Resale.** Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.



Physio-Control, Inc  
 11811 Willows Road NE  
 P.O. Box 97006  
 Redmond, WA 98073-9706 U.S.A  
 www.physio-control.com  
 tel 800.442.1142  
 fax 800.732.0956

To EMS Director Jerry Hamilton  
 WINNIE STOWELL EMS  
 538 BROADWAY  
 WINNIE, TX 77665  
 4097825413  
[txmedic007@aol.com](mailto:txmedic007@aol.com)

Quote Number 00034377  
 Revision # 1  
 Created Date 3/31/2016  
 Sales Consultant Carlos Graubard  
 FOB Redmond, WA  
 Terms All quotes subject to credit approval and the following terms and conditions  
 NET Terms NET 30  
 Expiration Date 6/29/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99576-000024	LUCAS 2.2 Chest Compression System INCLUDES BASE UNIT WITH BACK PLATE, CARRYING BAG, TWO (2) PATIENT STRAPS, STABILIZATION STRAP, 3 SUCTION CUPS, 1 RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	1.00	15,220.00	-1,978.60	13,241.40	13,241.40
11576-000060	LUCAS 2 Stand-alone Battery Charger	1.00	1,128.40	-146.69	981.71	981.71
11576-000039	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	2.00	712.40	-92.61	619.79	1,239.58
11576-000055	LUCAS 2 Power Supply Cord	1.00	358.80	-46.64	312.16	312.16

Subtotal USD 15,774.84  
 Estimated Tax USD 0.00  
 Estimated Shipping & Handling USD 185.00

Grand Total USD 15,959.84

**Pricing Summary Totals**  
 List Price Total USD 18,131.99  
 Total Contract Discounts Amount USD 0.00  
 Total Discount USD -2,357.15  
 Trade In Discounts USD 0.00  
 Tax + S&H USD 185.00

**GRAND TOTAL FOR THIS QUOTE**  
 USD 15,959.84

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number CG/15919702/94921

**General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395k(v)(1)(i) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Products.**

In addition to the General Terms above, the following terms apply to all purchases of products from Physio.

**Delivery.** Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

**Inspections and Returns.** Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

**No Resale.** Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Quote Number: 00034377



Quotation

Quotation#:060816

06/08/2016

Account Number: 109512-SHIP004

**BILL-TO**

WINNIESTOWELL VOL FIRE EMS  
PO BOX 755  
WINNIE, TX 77665

Ship Method: FEE < \$150

Payment Terms: NET 30

**SHIP-TO**

WINNIE-STOWELL VOL FIRE & EMS  
249 BROADWAY  
WINNIE, TX 77665-7719

Contact Name Jerry Hamilton EMS Director

Phone Number 409 782 5413 cell

Email [TXMEDIC007@acl.com](mailto:TXMEDIC007@acl.com)

Item	UOM	Description	Qty	Price	Ext Price	Exp Date
10851BL	1/EA	Stair Chair, Ferno, EZ-Glide, ABS, Blue, track system, lock handles IV pole	2	\$ 2,850.50	\$ 5,701.00	12/30/2016

Quote Total \$ 5,701.00

**Craig Gray**

Boundtree | Account Manager

5000 Tuttle Crossing Blvd. | Dublin, OH 43016

Phone: 832 385 8440 | Fax: 877 349 2173

[craig.gray@boundtree.com](mailto:craig.gray@boundtree.com) |

Sales tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

This quotation is valid until the quote expires or the manufacturer's price to Bound Tree Medical increases

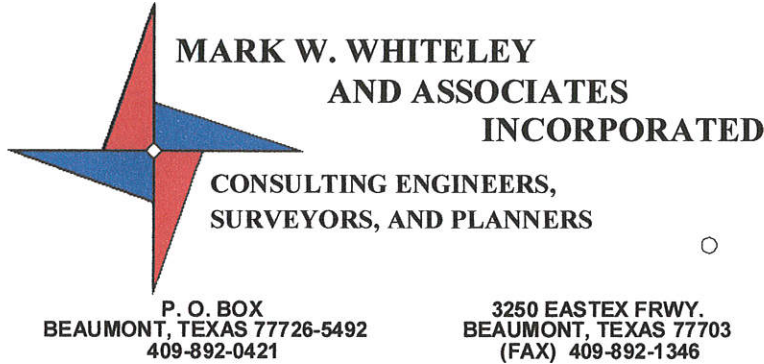
To place an order, please visit our website at [www.boundtree.com](http://www.boundtree.com) login and add to your shopping cart

or call (800) 533-0523

fax (800) 257-5713



# **Exhibit “O”**



August 18, 2017

Mr. Ed Murrell, Chairman, Board of Directors  
Winnie Stowell Hospital District  
C/O Robert Walker, Project Manager  
P.O. Box 1975  
Winnie, Texas 77665

REF.: Surveying Services Contract  
Winnie Community Hospital – Emergency Services &  
Expansion Project  
Winnie, Texas

Dear Mr. Murrell:

Attached is a "Letter of Agreement for Surveying Services" for the above referenced project. It is our understanding that the architect for this project has requested additional elevations and the location of the utilities servicing the Winnie Hospital.

Our work will include locating the water, sanitary sewer, gas and electrical lines at the facility. All work will be referenced to our previous topographic survey prepared for this site. Additional elevations adjacent to the proposed building addition will reported to assist in drainage plans.

Due to coordinating with the utility companies to mark their lines, we anticipate that it may take up to 14 calendar days to obtain the survey data.

Thank you for the opportunity to assist your team in this endeavor. If you have any questions or need additional information please call or email. Also, if you will please sign and return the attached agreement we will schedule the survey. I remain

Sincerely,

Thomas S. Rowe, PE, RPLS  
Vice President

## LETTER OF AGREEMENT FOR SURVEYING SERVICES

This Agreement is made and entered into this 18 th day of August , 2017 by and between Mark W. Whiteley and Associates, Inc. of Jefferson County, Texas (hereinafter called the Engineer"), and

Winnie Stowell Hospital District  
P.O. Box 1975  
Winnie, Texas 77665

NOW, THEREFORE, the CLIENT and SUVEYOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**To Provide Surveying Services  
For Additional Topographic Data and Locate Utilities Servicing the  
Winnie Facility  
(herein called the "Project")**

Upon receipt of the executed copy of this Agreement, the Surveyor will perform services to provide the Client with the data as requested. Time of completion is estimate as 14 calendar days from notice to proceed. The Surveyor will proceed with the work as expeditiously as practical, inform the Client of any delays.

The Client will place at the Surveyor's disposal all available information pertinent to the Project including previous reports and any other relative data and will arrange for and provide access to the Surveyor, without liability of any nature to the Surveyor except for Surveyor's own negligence, to enter upon public and private lands as required for the Surveyor to perform his work under this Agreement.

Payment for services of the Surveyor will be based on a not to exceed price of **\$2,750.00**. The invoice will be submitted upon completion of the survey.

Payment for services shall be made by the Client within thirty (30) days after receipt of Surveyor's invoice. All moneys not paid the Surveyor when due, thereunder shall bear interest at 1.5% per month, calculated daily on the unpaid balance.

Termination of this Agreement prior to completion must be made in writing and may be made by either party. If this Agreement is terminated at any time by either party, the Surveyor shall be paid for services actually performed.

Client hereby agrees that Surveyor's total liability to Client for injuries, claims, losses, expenses, or damages arising out of or related to the Project or this Agreement shall not exceed the total compensation received by Surveyor under this agreement.

All documents, including original drawings, field notes and data are and shall remain the property of the Surveyor as instruments of service. The Client may obtain a set of reproducible drawings.

This Agreement represents the entire agreement between Mark W. Whiteley and Associates, Inc. And the Client and may be amended only by written instrument signed by both parties. This Agreement shall be governed by the laws of the State of Texas.

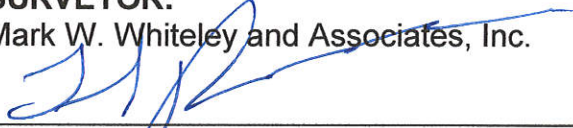
**CLIENT:**

Winnie Stowell Hospital District

\_\_\_\_\_  
Name

**SURVEYOR:**

Mark W. Whiteley and Associates, Inc.

  
\_\_\_\_\_  
Thomas S. Rowe  
Vice President