

Exhibit “A”

Winnie-Stowell Hospital District
Balance Sheet
As of August 31, 2017

	<u>Aug 31, 17</u>
ASSETS	
Current Assets	
Checking/Savings	
100 Prosperity Bank -Checking	2,246,703.68
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	254,948.21
107 Graham InterBank	424,717.11
108 Post Oak NHs Combined	814,624.87
Total Checking/Savings	<u>7,203,574.18</u>
Total Current Assets	7,203,574.18
Fixed Assets	
120 Equipment	140,654.96
125 Accumulated Depreciation	<u>-113,810.64</u>
Total Fixed Assets	26,844.32
Other Assets	
110 Sales Tax Receivable	70,186.82
118 Prepaid Expense	1,675.00
119 Prepaid IGT	<u>4,775,588.00</u>
Total Other Assets	4,847,449.82
TOTAL ASSETS	<u>12,077,868.32</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200 Accounts Payable	<u>-36,945.09</u>
Total Accounts Payable	-36,945.09
Other Current Liabilities	
190 NH Payable - Accruals	906.19
190 NH Payables Combined	1,066,974.91
201 NHP Accounts Payable	1,573,820.30
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	<u>1,451.61</u>
Total Other Current Liabilities	<u>7,419,089.75</u>
Total Current Liabilities	<u>7,382,144.66</u>
Total Liabilities	7,382,144.66
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	<u>-629,551.28</u>
Total Equity	<u>4,695,723.66</u>
TOTAL LIABILITIES & EQUITY	<u>12,077,868.32</u>

Winnie-Stowell Hospital District
Profit & Loss Budget vs. Actual
As of August 31, 2017

Accrual Basis

	Jan - Dec 17	Budget	\$ Over Budget	% of Budget
Income				
400 Sales Tax Revenue	324,820.16	560,000.00	-235,179.84	58.0%
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%
Total Income	344,921.97	19,895,447.00	-19,550,525.03	1.7%
Expense				
500 Admin-Administrative Salary	38,000.00	48,000.00	-10,000.00	79.2%
501 Admin-Security	900.00	1,200.00	-300.00	75.0%
504 Admin-Administrators PR Tax	3,198.73	4,000.00	-801.27	80.0%
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	18,750.00	30,000.00	-11,250.00	62.5%
522 Professional Fees-Auditing	69,682.80	25,000.00	44,682.80	278.7%
523 Professional Fees - Legal	126,209.46	110,000.00	16,209.46	114.7%
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	1,335.56	3,600.00	-2,264.44	37.1%
572 Admin-Web Site	629.03	1,500.00	-870.97	41.9%
573 Admin-Copier Lease/Contract	1,542.29	1,500.00	42.29	102.8%
575 Admin-Cell Phone Reimburse	1,425.00	1,200.00	225.00	118.8%
576 Admin-Telephone/Internet	1,728.34	2,000.00	-271.66	86.4%
591 Admin-Notices & Fees	21.63	100.00	-78.37	21.6%
600 East Chambers ISD Partnersh	135,000.00	180,000.00	-45,000.00	75.0%
601 IC-Pmt to Hosp Equipment	0.00	0.00	0.00	0.0%
602 IC-WCH 1115 Waiver Prog	91,335.09	275,000.00	-183,664.91	33.2%
603 Indigent Care Costs	65,435.35	48,000.00	17,435.35	136.3%
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	27,084.56	2,000,000.00	-1,972,915.44	1.4%
611 IC-Indigent Care Dir Salary	20,565.00	25,000.00	-4,435.00	82.3%
612 IC-Payroll Taxes -Ind Care	1,361.93	2,400.00	-1,038.07	56.7%
615 IC-Software	9,531.00	12,000.00	-2,469.00	79.4%
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%
Payroll Expenses	0.00			
Total Expense	1,025,243.73	19,762,011.00	-18,736,767.27	5.2%
Net Income	-680,321.76	133,436.00	-813,757.76	-509.8%

Winnie-Stowell Hospital District

9/21/2017 2:54 PM

Register: 100 Prosperity Bank -Checking

From 08/01/2017 through 08/31/2017

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
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 L...	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....
08/16/2017		Time Warner Cable	576 Admin-Telephone/L...	ACH Payment ...	337.75	X		11,991,679....
08/16/2017		Funcion 4-Lease fka ...	573 Admin-Copier Leas...	ACH Payment ...	133.42	X		11,991,545....
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
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
08/31/2017	2253	American Education ...	200 Accounts Payable	92 5529 5461	150.14			2,295,415.21
08/31/2017	2254	Andres, Leonidas S ...	200 Accounts Payable	for Batch Date ...	1,015.76			2,294,399.45
08/31/2017	2255	Bayside Community ...	200 Accounts Payable	for Batch Date ...	7,744.33			2,286,655.12
08/31/2017	2256	David Sticker	200 Accounts Payable	Inv # 19837	1,750.00			2,284,905.12
08/31/2017	2257	Function 4 Cotract (fk...	200 Accounts Payable	3A0064	30.71			2,284,874.41
08/31/2017	2258	Hubert Oxford	200 Accounts Payable	1/2 Legal Retai...	500.00			2,284,374.41
08/31/2017	2259	Indigent Healthcare S...	200 Accounts Payable	Inv # 64747	1,059.00			2,283,315.41
08/31/2017	2260	Johnston LLC	200 Accounts Payable	Inv #3715	18,452.96			2,264,862.45
08/31/2017	2261	Josh Heinz	200 Accounts Payable	1/2 Legal Retai...	500.00			2,264,362.45
08/31/2017	2262	Prosperity Bank	200 Accounts Payable		84.80			2,264,277.65
08/31/2017	2263	Tony King	200 Accounts Payable	Security Sept R...	100.00			2,264,177.65
08/31/2017	2264	UTMB at Galveston	200 Accounts Payable	for Batch Date ...	1,732.92			2,262,444.73
08/31/2017	2265	UTMB Faculty Group...	200 Accounts Payable	for Batch Date ...	102.00			2,262,342.73
08/31/2017	2266	Wilcox Pharmacy	200 Accounts Payable	for Batch Date ...	1,236.61			2,261,106.12
08/31/2017	2267	Benckenstein & Oxford	200 Accounts Payable	Inv 48676 (May...	9,675.00			2,251,431.12
08/31/2017	2268	Brookshire Brothers	200 Accounts Payable	for Batch Date ...	4,727.44			2,246,703.68

Exhibit “B”

Winnie Stowell Hospital District
Proposed Budget Amendments
Sept. 20, 2017

Revenue:		Amendment Amount	Total Budget After Amendment
400 - Sales Tax Revenue	\$ 560,000.00	\$ (60,000.00)	\$ 500,000.00
408 - Investment Revenue	\$ 5,800.00	\$ 4,200.00	\$ 10,000.00
409 - Tobacco Settlement	\$ 9,000.00	\$ 2,500.00	\$ 11,500.00
410 - Other Revenue	\$ 450.00	\$ 171,000.00	\$ 171,450.00
415 - Nursing Home Program Revenue	\$ 19,320,647.00	\$ (14,242,626.00)	\$ 5,078,021.00
	<u>\$ 19,895,897.00</u>	<u>\$ (14,124,926.00)</u>	<u>\$ 5,770,971.00</u>
Expenditures:			
522 - Professional Fees Auditing	\$ 25,000.00	\$ 70,000.00	\$ 95,000.00
575 - Adm - Cell Phone Reimbursement	\$ 1,200.00	\$ 600.00	\$ 1,800.00
602 - IC - WCH 1115 Waiver Program	\$ 275,000.00	\$ 221,000.00	\$ 496,000.00
603 - IC - Pharmacy Costs	\$ 48,000.00	\$ 25,000.00	\$ 73,000.00
604 - IC Non Hosp Costs - Other	\$ 300.00	\$ 9,700.00	\$ 10,000.00
606 - IC - Emergency Room	\$ 2,000,000.00	\$ (1,800,000.00)	\$ 200,000.00
607 - IC - Non Hosp Costs - WSEMS	\$ -	\$ 1,350.00	\$ 1,350.00
608 - IC - Non Hosp Costs - UTMB	\$ -	\$ 10,000.00	\$ 10,000.00
630 - NH Program - Mgmt Fees	\$ 5,429,189.00	\$ (4,482,039.00)	\$ 947,150.00
631 - NH Program - IGT	\$ 9,386,034.00	\$ (6,202,309.00)	\$ 3,183,725.00
635 - NH Program - LTC Fees	\$ 1,490,360.00	\$ (1,057,160.00)	\$ 433,200.00
637 - NH Program - Interest Expense	\$ 509,017.00	\$ 25,983.00	\$ 535,000.00
638 - NH Program Bank Fees	\$ -	\$ 2,600.00	\$ 2,600.00
639 - NH Program - Appraisal	\$ -	\$ 23,594.00	\$ 23,594.00
	<u>\$ 19,164,100.00</u>	<u>\$ (13,151,681.00)</u>	<u>\$ 6,012,419.00</u>
	\$ 731,797.00	\$ (973,245.00)	\$ (241,448.00)

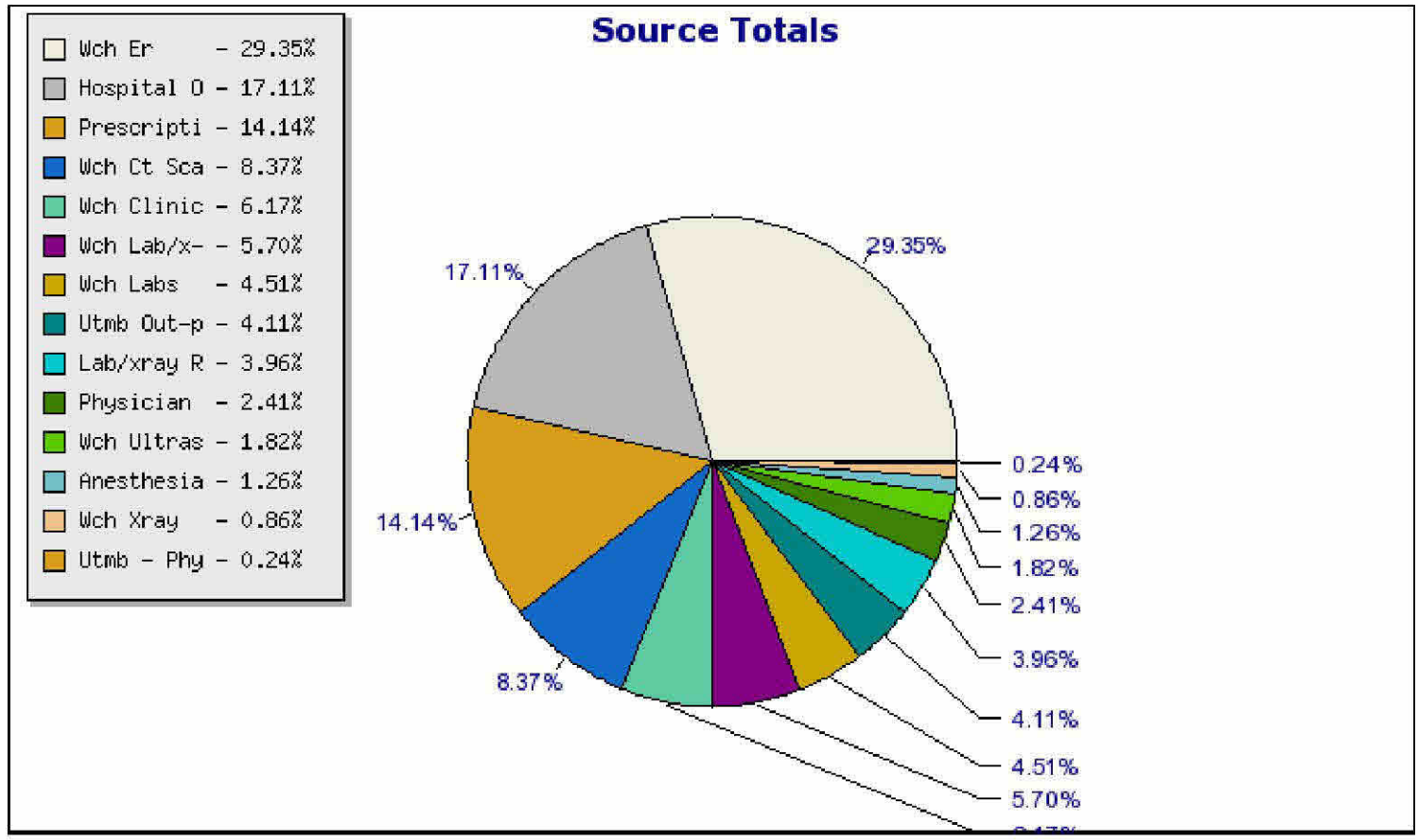
Exhibit “C”

Source Totals for Batch Dates 08/01/2017 through 08/31/2017

Wch Er	29.35%	\$12,378.72
Hospital Out-patient	17.11%	\$7,214.81
Prescription Drugs	14.14%	\$5,964.05
Wch Ct Scan	8.37%	\$3,529.69
Wch Clinic	6.17%	\$2,601.29
Wch Lab/x-ray	5.70%	\$2,404.24
Wch Labs	4.51%	\$1,901.17
Utmb Out-patient	4.11%	\$1,732.92
Lab/xray Readings	3.96%	\$1,671.98
Physician Services	2.41%	\$1,015.76
Wch Ultrasound	1.82%	\$768.75
Anesthesia Services	1.26%	\$529.52
Wch Xray	0.86%	\$362.85
Utmb - Physician Services	0.24%	\$102.00

Total Expenditures

\$42,177.75



Entry Statistics for Entry Dates 08/01/2017 through 08/31/2017

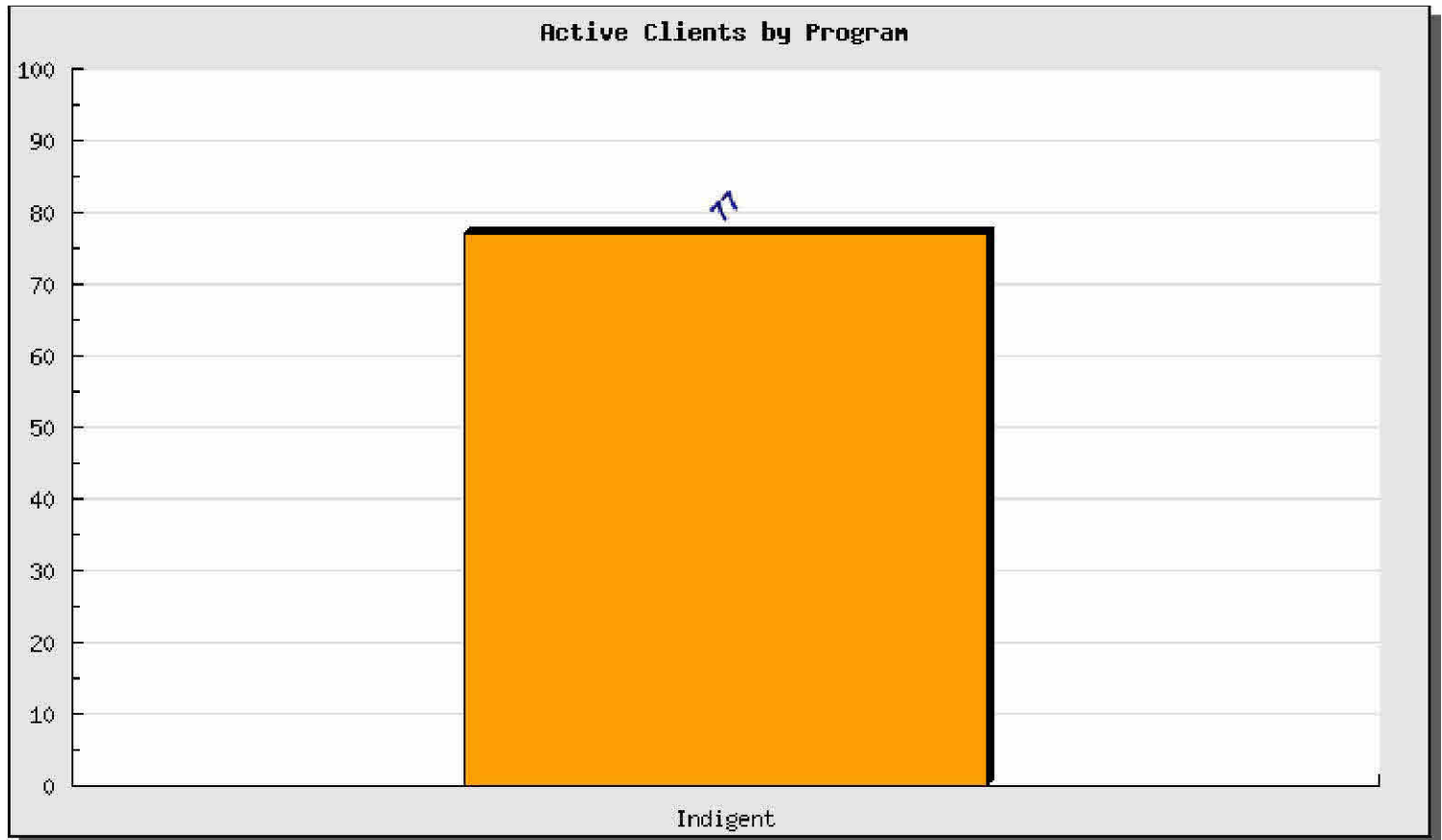
Clients Entered	6
Rapid Reg. Entered	3
Vendors Entered	1
Worksheets Entered	14
Invoices Entered	91

Void Statistics for Void Dates 08/01/2017 through 08/31/2017

Clients Voided	0
Vendors Voided	0
Rapid Reg. Voided	0
Invoices Voided	1

Active Clients by Program for Eligibility Dates 08/01/2017 through 08/31/2017

Indigent	77
Total Clients By Program	77



Appointments Scheduled by Type for Appointment Dates 08/01/2017 through 08/31/2017

New Appointment	0
Renewal	11
<hr/>	
Total Appointments Scheduled	11

Source Totals ReportWinnie Stowel Hospital District Indigent Healthcare
Services

Batch Dates 08/01/2017 through 08/31/2017

For Vendor: WINNIE COMMUNITY HOSPITAL

Source	Description	Amount Billed	Amount Paid
21	Wch Clinic	6,344.60	2,601.29
24	Wch Er	30,192.00	12,378.72
25	Wch Lab/x-ray	5,864.00	2,404.24
26	Wch Ct Scan	8,609.00	3,529.69
27	Wch Labs	4,637.00	1,901.17
28	Wch Xray	885.00	362.85
29	Wch Ultrasound	1,875.00	768.75
44	Lab/xray Readings	4,078.00	1,671.98
Expenditures		62,484.60	25,618.69
Reimb/Adjustments		0.00	0.00
Grand Total		62,484.60	25,618.69

Source Totals Report Detail

Invoice #	Source	DOS	Amount Billed	Amount Paid
1040*63057*1	21	08/05/2017	179.00	73.39
1043*63057*5	21	08/25/2017	143.00	58.63
1053*63057*4	21	08/01/2017	143.00	58.63
1066*63057*2	21	08/01/2017	143.00	58.63
1067*63057*1	21	07/17/2017	28.60	11.73
1071*63057*1	21	08/14/2017	102.00	41.82
1074*63057*1	21	08/10/2017	162.00	66.42
1063*63057*2	21	08/10/2017	143.00	58.63
1063*63057*2	21	08/17/2017	143.00	58.63
036-3413*63057*5	21	08/07/2017	213.00	87.33
036-3413*63057*5	21	08/09/2017	213.00	87.33
036-3413*63057*5	21	08/24/2017	213.00	87.33
1024*63057*12	21	08/14/2017	143.00	58.63
1024*63057*12	21	08/31/2017	143.00	58.63
1023*63057*4	21	08/10/2017	143.00	58.63
1072*63057*1	21	08/08/2017	143.00	58.63
1072*63057*1	21	08/21/2017	143.00	58.63
1038*63057*3	21	08/17/2017	143.00	58.63
1038*63057*3	21	08/25/2017	285.00	116.85
1073*63057*1	21	08/14/2017	213.00	87.33
036-2749*63057*18	21	08/09/2017	143.00	58.63
036-2749*63057*18	21	08/23/2017	213.00	87.33
1008*63057*11	21	08/09/2017	213.00	87.33
036-2856*63057*9	21	08/03/2017	213.00	87.33
1011*63057*15	21	08/07/2017	213.00	87.33
1011*63057*15	21	08/08/2017	32.00	13.12
1011*63057*15	21	08/15/2017	213.00	87.33
036-2945*63057*2	21	08/11/2017	213.00	87.33
036-2821*63057*6	21	08/10/2017	143.00	58.63
036-2821*63057*6	21	08/22/2017	143.00	58.63
1068*63057*2	21	08/03/2017	143.00	58.63
1030*63057*12	21	08/04/2017	213.00	87.33

1042*63057*6	21	08/02/2017	213.00	87.33
036-3067*63057*6	21	08/09/2017	213.00	87.33
1056*63057*2	21	08/14/2017	143.00	58.63
036--3424*63057*6	21	08/07/2017	143.00	58.63
036-2475*63057*21	21	08/07/2017	213.00	87.33
036-3426*63057*22	21	08/24/2017	143.00	58.63

28 invoices, 38 line items

6,344.60 **2,601.29**

1023*63057*4	24	08/27/2017	818.00	335.38
1072*63057*1	24	08/20/2017	8,970.00	3,677.70
1038*63057*3	24	08/18/2017	1,064.00	436.24
036-2945*63057*2	24	08/30/2017	6,099.00	2,500.59
036-3213*63057*8	24	08/19/2017	1,338.00	548.58
1025*63057*5	24	08/05/2017	2,494.00	1,022.54
1051*63057*2	24	08/05/2017	3,479.00	1,426.39
1064*63057*2	24	05/05/2017	740.00	303.40
036--3424*63057*6	24	08/02/2017	4,335.00	1,777.35
1047*63057*5	24	08/15/2017	855.00	350.55

10 invoices, 10 line items

30,192.00 **12,378.72**

036-3413*63057*5	25	08/09/2017	2,182.00	894.62
1073*63057*1	25	08/14/2017	2,598.00	1,065.18
036-2475*63057*21	25	08/07/2017	1,084.00	444.44

3 invoices, 3 line items

5,864.00 **2,404.24**

036-3413*63057*5	26	08/15/2017	8,609.00	3,529.69
------------------	----	------------	----------	----------

1 invoices, 1 line items

8,609.00 **3,529.69**

036-2749*63057*18	27	08/09/2017	247.00	101.27
036-2749*63057*18	27	08/23/2017	582.00	238.62
1008*63057*11	27	08/09/2017	1,830.00	750.30
1008*63057*11	27	08/18/2017	138.00	56.58
036-2856*63057*9	27	08/03/2017	792.00	324.72
1011*63057*15	27	08/08/2017	171.00	70.11
1068*63057*2	27	08/09/2017	601.00	246.41
036-2475*63057*21	27	08/03/2017	138.00	56.58
1070*63057*2	27	08/03/2017	138.00	56.58

7 invoices, 9 line items

4,637.00 **1,901.17**

1011*63057*15	28	08/07/2017	295.00	120.95
036-2945*63057*2	28	08/11/2017	295.00	120.95
036-3426*63057*22	28	08/24/2017	295.00	120.95

3 invoices, 3 line items

885.00 **362.85**

036-2821*63057*6	29	08/25/2017	625.00	256.25
1068*63057*2	29	08/07/2017	625.00	256.25
1070*63057*2	29	08/02/2017	625.00	256.25

3 invoices, 3 line items

1,875.00 **768.75**

1024*63057*12	44	05/28/2017	44.00	18.04
---------------	----	------------	-------	-------

1024*63057*12	44	05/19/2017	198.00	81.18
1038*63057*3	44	07/13/2017	300.00	123.00
1008*63057*11	44	07/31/2017	94.00	38.54
036-2856*63057*9	44	06/28/2017	198.00	81.18
1011*63057*15	44	05/16/2017	44.00	18.04
1011*63057*15	44	06/29/2017	234.00	95.94
036-2945*63057*2	44	07/17/2017	44.00	18.04
036-2821*63057*6	44	07/26/2017	45.00	18.45
1030*63057*12	44	07/26/2017	198.00	81.18
1042*63057*6	44	05/15/2017	80.00	32.80
036-3067*63057*6	44	07/21/2017	44.00	18.04
036-3067*63057*6	44	07/21/2017	550.00	225.50
1056*63057*2	44	06/07/2017	50.00	20.50
1056*63057*2	44	06/19/2017	44.00	18.04
036--3424*63057*6	44	05/19/2017	84.00	34.44
036--3424*63057*6	44	05/19/2017	475.00	194.75
1047*63057*5	44	05/24/2017	44.00	18.04
036-2475*63057*21	44	07/27/2017	44.00	18.04
036-3426*63057*22	44	05/25/2017	44.00	18.04
036-3426*63057*22	44	08/01/2017	157.00	64.37
1070*63057*2	44	07/31/2017	60.00	24.60
1070*63057*2	44	07/31/2017	44.00	18.04
036-2778*63057*20	44	07/24/2017	40.00	16.40
036-2811*63057*12	44	07/25/2017	80.00	32.80
036-2815*63057*2	44	07/20/2017	44.00	18.04
036-3364*63057*8	44	07/13/2017	260.00	106.60
1035*63057*7	44	07/18/2017	45.00	18.45
1058*63057*3	44	06/06/2017	44.00	18.04
1069*63057*2	44	07/25/2017	45.00	18.45
036-2783*63057*12	44	06/09/2017	175.00	71.75
036-2783*63057*12	44	06/26/2017	50.00	20.50
1045*63057*4	44	05/17/2017	140.00	57.40
1045*63057*4	44	05/21/2017	36.00	14.76

25 invoices, 34 line items

4,078.00

1,671.98

Grand Totals

62,484.60

25,618.69

43 invoices listed.

101 line items listed.

Exhibit “D”



Date: #####
 Statement #: 825
 Customer ID: 13057

Bill to: WINNIE STOWELL VOL EMS
 WINNIE STOWELL VOL EMS
 P.O. BOX 755
 WINNIE, TX 77665

Date	Description	Balance	Amount		
8/1/17	2014 CHEVY G3500 VIN#1GB6G5CL7E1190040		\$ 1,200.00		
	6 DAYS @ \$200.00 PER DAY				
9/1/17	2014 CHEVY G3500 VIN #1GB6G5CL7E1190040		\$6,000.00		
	30 DAYS @ \$200.00 PER DAY				
Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
\$7,200.00					\$7,200.00

Remittance	
Statement #	42985
Date	9/25/2017
Amount Due	\$7,200.00
Amount Enclosed	

Make all checks payable to: INTEGRATED VEHICLE LEASING, INC
Thank you for your business!

INVOICE

The Phoenix Group
Emergency Vehicles
3480 S. Interstate 35E
Waxahachie, Texas 75165
Tel: 800.242.1822

Invoice No.	824
Invoice Date:	8/24/2017
Customer PO#	Nolan

VIN# 1GB9G5B66A1113629
UNIT# R486

SOLD TO:
 Winnie EMS
 PO Box 434
 Winnie, TX 77665
 Tel: 409-656-0141

SHIP TO:
 Winnie EMS
 246 Broadway
 Winnie, Tx 77665

Sales Person	MANUFACTURER	TYPE:	YEAR
Cliff Wilson	Osage	GMC	2015
Description		Quantity	Unit Price
Remount (Osage) 170' Box to		1	\$30,000.00
2015 G-4500 Chassis		1	\$42,000.00
Base Remount Only			
Flate bed trailer to Osage delivery		1	\$1,000.00

NOTES
 Lien Holder Name: TBA
 Address:
Trade Information
 Type:
 Year:
 Manufacturer:
 VIN:
 Mileage:

Totals	\$73,700.00
Trade In Allowance	
Discounts	2,500.00
GPC Allowances	
Total	71,200.00
Taxes & Fees	Exempt
Total Amount Due	\$71,200.00

THANK YOU FOR YOUR BUSINESS

Winnie-Stowell Volunteer Emergency Medical Service

Plan "A" consist of 1 24-hour truck staffed with 1 Paramedic and 1 Intermediate. This is our normal staffing for the year. I also included cost of Paid holidays the 10 major Holidays per year. There is a section for the cost of payroll company listed as Admin Fees. This proposed budget includes the projected cost of Training for EMS Coordinator or any other designated person. Most of the cost numbers have been associated based on last spending patterns from January 2016 to current. We can expect some increase now that supply room is fully stocked and all equipment has been purchased. We have spent an extra \$14,000 on supplies and equipment since I took position of Coordinator. Supply expenditure should be able to be reduced, however until we establish a pattern it estimated based on projected amount from this year including recent purchases. Fuel is fairly accurate and I overestimated on Vehicle Maintenance due to not having logs, etc. This is the most accurate budget I could make based off Spending patterns and history over last 2 years.

Plan "B" consists of staffing the same 24/365 med unit. It includes an added cost for consideration.

1. A 5% across the board pay increase for all employees. This is a standard cost of living for 2017 for most of the state. Our pay is slightly low compared to other services in our area as well. Average hourly pay for a Paramedic is \$20.00, Int \$16.00 and Basic \$13.00. This pay raise would slightly increase payroll by an average of \$0.55 per employee with total of around \$18,000 annually. However, if we change payroll Companies to any of the 3 bids provided, we will save a minimum of \$30,000 next year in payroll. This will also allow us to shift Medical Director Salary and VFIS insurance to County Funding and not out of operation budget.
2. I have accounted for the reduction in collections with increasing self-pay patients, Medicare and Medicaid cuts. This was a reduction of 20% of our billing collections. This is based on projections and multiple conversations with Mrs. Karen Laake at Billing Specialist.

The goal of this budget is to build an operating account that can cover 6 months of bills and allow us to keep \$50,000 in savings. I believe all big purchases have been made and nothing else is pending except the Employee Uniforms and Narcotic Boxes for units. These purchases should be estimated \$4,200.00. Overall, we have made drastic improvements and maintaining our monthly budget should be sustainable at around \$40,000 per month including Medical Director, Payroll, regular bills and Insurance.

Exhibit “E”

[Tex. Health & Safety Code § 286.073](#)

This document is current through the 2017 Regular Session and 1st C.S., 85th Legislature

Texas Statutes & Codes Annotated by LexisNexis® > Health and Safety Code > Title 4 Health Facilities > Subtitle D Hospital Districts > Chapter 286 Hospital Districts Created By Voter Approval > Subchapter D Powers and Duties

Sec. 286.073. District Responsibilities.

(a) On creation of a district, the district:

- (1) assumes full responsibility for operating hospital facilities and for furnishing medical and hospital care for the district's needy inhabitants;
- (2) assumes any outstanding indebtedness incurred by a county, municipality, or other governmental entity in which all or part of the district is located in providing hospital care for residents of the territory of the district before the district's creation; and
- (3) may operate or provide for the operation of a mobile emergency medical service.

(b) If part of a county, municipality, or other governmental entity is included in a district and part is not included in the district, the amount of indebtedness the district assumes under Subsection (a)(2) is that portion of the total outstanding indebtedness of the county, municipality, or other entity for hospital care for all residents of the county, municipality, or other entity that the value of taxable property in the district bears to the total value of taxable property in the county, municipality, or other entity according to the last preceding approved assessment rolls of the county, municipality, or other entity before the district is confirmed.

History

Enacted by *Acts 1991, 72nd Leg., ch. 14 (S.B. 404), § 121*, effective September 1, 1991.

Texas Statutes & Codes Annotated by LexisNexis®
Copyright © 2017 Matthew Bender & Company, Inc.
a member of the LexisNexis Group. All rights reserved.

End of Document



October 3, 2001

The Honorable Delwin Jones
Chair, House Redistricting Committee
Texas House of Representatives
P.O. Box 2910
Austin, Texas 78768-2910

Opinion No. JC-0420

Re: Whether the City of Lubbock may pay the
Lubbock Fire Department to provide First
Responder services inside the Lubbock County
Hospital District (RQ-0377-JC)

Dear Representative Jones:

You ask whether the City of Lubbock (the “City”), which is located within the Lubbock County Hospital District (the “District”), may use tax revenues to pay the expenses of the City Fire Department’s First Responder services.¹ We conclude that it may.

Because First Responder services are an extension of emergency medical services (formerly known more commonly as “ambulance services”), we analyze your question by referring to a hospital district’s and a municipality’s authority to expend tax funds to provide emergency medical services. We consider first whether, under article IX, section 9 of the constitution, providing emergency medical services is solely the responsibility of a hospital district. *See* TEX. CONST. art. IX, § 9. We conclude that it is not. We consider second whether, under article IX, section 9, emergency medical services are “medical care” that a municipality cannot expend tax funds to provide within the boundaries of a hospital district. *See id.* We conclude that, although it may be medical care, it is within the municipality’s police power to provide, and a municipality may expend tax funds to provide it.

We assume the City’s charter authorizes the City, a home-rule municipality, to operate emergency medical services or First Responder services. *See* 2000-2001 TEXAS ALMANAC 471 (Mary G. Ramos ed. 1999) (listing Texas cities and denoting home-rule municipalities). A home-rule municipality possesses the full power of self-government and looks to the constitution and legislature only for limits on its extensive power. *Dallas Merchant’s & Concessionaire’s Ass’n v. City of Dallas*, 852 S.W.2d 489, 490-91 (Tex. 1993) (citing *MJR’s Fare of Dallas v. City of Dallas*, 792 S.W.2d 569, 573 (Tex. App.—Dallas 1990, writ denied)); *see* TEX. CONST. art. XI, § 5.

¹*See* Letter from Honorable Delwin Jones, Chair, Redistricting Committee, Texas House of Representatives, to Honorable John Cornyn, Texas Attorney General (Apr. 20, 2001) (on file with Opinion Committee) [hereinafter Request Letter].

Nevertheless, a home-rule municipality may exercise only those powers that it has incorporated into its charter. *See Zachry v. City of San Antonio*, 296 S.W.2d 299, 301 (Tex. Civ. App.—San Antonio 1956), *aff'd*, 305 S.W.2d 558 (Tex. 1957).

We also assume that the City is using tax revenues to provide the First Responder services. Article IX, section 9 applies to only certain revenues; it does not apply to revenues that a municipality has received from sources not listed in article IX, section 9, such as from the federal government. *See Tex. Att’y Gen. Op. No. H-454* (1974) at 4 (concluding that, despite article IX, section 9, county may expend federal revenue sharing funds to provide public health services).

The District was created in 1967 under article IX, section 9 of the constitution, and its boundaries are “coterminous with the boundaries of Lubbock County.” *See Act of May 17, 1967*, 60th Leg., R.S., ch. 484, §§ 1, 2(a), 1967 Tex. Gen. Laws 1095, 1095-96; *Tex. Att’y Gen. Op. LO-97-004*, at 1. Shortly thereafter, we are told, the District began operating Lubbock Emergency Medical Services (“Lubbock EMS”), which has the sole City-issued permit to operate ambulances for emergency medical services.² Since 1991, Lubbock EMS has provided within Lubbock County First Responder Services, which, in brief, provide immediate on-scene care to ill or injured persons, but do not transport the persons. *See Memorandum from Kim Judd, R.N., Vice President for Patient Care Services, University Medical Center, to Lois Wischkaemper*, at 1 (Mar. 15, 2001) [hereinafter Memorandum]; Letter Brief, note 2, at 2; *infra* at -- (describing First Responder services).

Since early this year, however, the City Fire Department, which receives funds from the City, has also been providing First Responder services within the City. *See Letter Brief*, note 2, at 2. These First Responder services, you assert, are not limited to fire emergency calls, but include “all medical emergency calls in the city whenever a fire station would be the closest responder.” Request Letter, *supra* note 1, at 2. Further, you state, the Fire Department performs these services “without remuneration by either the . . . District or by the patients themselves, which . . . mean[s] that the salaries, fringe benefits, vehicles[,] and all other associated expenses [are] at City . . . taxpayer expense.” *Id.* You believe that the City’s payment of the Fire Department’s salaries, fringe benefits, vehicles, and other associated expenses, to the extent these go to provide First Responder services, may constitute prohibited expenditures for medical care under article IX, section 9 of the Texas Constitution and the District’s enabling act. *See TEX. CONST.* art. IX, § 9; *Act of May 17, 1967*, 60th Leg., R.S., ch. 484, 1967 Tex. Gen. Laws 1095, *amended by Act of May 29, 1987*, 70th Leg., R.S., ch. 905, 1987 Tex. Gen. Laws 3073, *Act of May 26, 1993*, 73d Leg., R.S., ch. 677, 1993 Tex. Gen. Laws 2513, *Act of May 26, 1999*, 76th Leg., R.S., ch. 729, 1999 Tex. Gen. Laws 3337, *Act of May 25, 1999*, 76th Leg., R.S., ch. 1451, 1999 Tex. Gen. Laws 4925.

²*See Letter Brief from Lois A. Wischkaemper, Galey & Wischkaemper, P.L.L.C., representing the District, “d/b/a University Medical Center and Emergency Medical Services,” to Susan Gusky, Chair, Opinion Committee, Office of the Attorney General (May 31, 2001) (on file with Opinion Committee) [hereinafter Letter Brief].*

Under article IX, section 9 of the Texas Constitution, the legislature may provide for a county hospital district's creation, establishment, maintenance, and operation. *See* TEX. CONST. art. IX, § 9. Any district created under article IX, section 9 "shall assume full responsibility for providing medical and hospital care for its needy inhabitants." *Id.* After a district's creation, "no other municipality or political subdivision shall have the power to levy taxes or issue bonds or other obligations for hospital purposes or for providing medical care within" the district's boundaries. *Id.* As this office has explained, article IX, section 9 not only obligates hospital districts to assume responsibility for providing medical and hospital care for needy inhabitants and to assume various indebtedness, but it also prohibits other political subdivisions from certain actions. *See* Tex. Att'y Gen. Op. No. JM-1052 (1989) at 1.

Consistently with article IX, section 9 of the constitution, the District was specially created to "assume full responsibility for providing medical and hospital care for" District residents and needy inhabitants. Act of May 17, 1967, 60th Leg., R.S., ch. 484, § 1, 1967 Tex. Gen. Laws 1095, 1095; *see also id.* § 3, 1967 Tex. Gen. Laws 1095, 1096, *amended by* Act of May 29, 1987, 70th Leg., R.S., ch. 905, § 1, sec. 3, 1987 Tex. Gen. Laws 3073, 3073, Act of May 26, 1993, 73d Leg., R.S., ch. 677, § 1, sec. 3, 1993 Tex. Gen. Laws 2513, 2513. Moreover, since the District was created, "no other municipality or political subdivision" may "levy taxes or issue bonds or other obligations for hospital purposes or for providing medical care within the" District's boundaries. Act of May 17, 1967, 60th Leg., R.S., ch. 484, § 1, 1967 Tex. Gen. Laws 1095, 1095.

Chapter 286 of the Health and Safety Code, which applies generally to hospital districts created by voter approval and which appears to correspond to article IX, section 9 of the constitution, similarly limits a governmental body that shares territory with a hospital district: After a district is created, "a county, municipality, or other governmental entity in which the district is located may not levy taxes . . . for hospital purposes or for providing care for" district residents. TEX. HEALTH & SAFETY CODE ANN. § 286.072 (Vernon 2001); *cf. id.* § 281.045(a) (stating that county or municipality located in district in county of at least 190,000 "may not levy taxes for hospital purposes"); *id.* § 283.044(a) (same, but pertaining to county or municipality located in district created under Optional Hospital District Law of 1957). Section 286.073 requires a district to be fully responsible "for operating hospital facilities and for furnishing medical and hospital care for the district's needy inhabitants." *Id.* § 286.073(a)(1) (Vernon 2001). The same section authorizes a district to "operate or provide for the operation of a mobile emergency medical service," but does not require it to do so. *Id.* § (a)(3); *see also* Tex. Att'y Gen. Op. No. C-759 (1966) at 3 (determining that hospital district created under article IX, section 4 of constitution did not have exclusive authority to operate ambulance service within district). Because the District was created under article IX, section 9 of the constitution and because it was created by voter approval, we assume chapter 286 of the Health and Safety Code applies to the District.

In our opinion, First Responder services are an extension of emergency medical services, and we therefore analyze the issue you raise by considering a municipality's authority to provide emergency medical services within a hospital district. Neither the legislature, the courts, nor this

office have addressed whether a municipality may provide First Responder services within the boundaries of a hospital district.

First Responder services extend emergency medical care to the emergency scene before an ambulance arrives. A First Responder Organization is an individual or organization that:

- (1) routinely respond[s] to emergency situations;
- (2) utilize[s] personnel who are emergency medical services (EMS) certified by the Texas Department of Health . . . ;
- (3) provide[s] on-scene patient care; and
- (4) do[es] not transport patients.

25 TEX. ADMIN. CODE § 157.14 (2001) (Tex. Dep't of Health, Emergency Medical Care). When a First Responder arrives at the scene of an emergency, his or her primary role is to stabilize the patient so that an ambulance may transport the patient to the hospital. *See* Memorandum, *supra* note 1, at 2. A First Responder typically may administer prescription drugs orally, by injection, or by intravenous solutions. *Id.* The First Responder also may administer oxygen and provide CPR services, which may include taking an EKG. *See id.* Significantly, a First Responder organization must work “in cooperation with a licensed emergency medical services provider.” TEX. HEALTH & SAFETY CODE ANN. § 773.003(16) (Vernon Supp. 2001).

In our opinion, a hospital district does not have exclusive authority to provide emergency medical services or, by extension, First Responder services, within the district. Section 286.073 of the Health and Safety Code explicitly authorizes, but does not require, a hospital district to provide emergency medical services. *See* TEX. HEALTH & SAFETY CODE ANN. § 286.073(a)(3) (Vernon 2001). Moreover, article IX, section 9 of the constitution does not require a hospital district to take full responsibility to provide emergency medical services or First Responder services. On its face, article IX, section 9 requires a hospital district to provide medical care for “needy inhabitants” of the district. Article IX, section 9, like its constitutional predecessors—article IX, sections 4, 5, 7, and 8—was intended to provide additional tax revenues for the medical and hospital care “for . . . needy inhabitants” within the district. TEX. CONST. art. IX, § 9; *cf. id.* §§ 4, 5(a), 7, 8. Counties and municipalities are constitutionally limited as to the maximum property tax they may levy for general purposes. *See id.* art. VIII, § 9(a). Currently, for example, “[n]o county, city or town shall levy a tax rate in excess of Eighty Cents (80¢) on the One Hundred Dollars (\$100) valuation in any one (1) year for general fund, permanent improvement fund, road and bridge fund, and jury fund purposes.” *Id.*; *see also, e.g., id.* art. XI, § 4 (limiting general-law city with population less than 5,000 to \$1.50 per \$100 valuation); *id.* art. XI, § 5 (limiting home-rule municipality with population greater than 5,000 to \$2.50 per \$100 valuation); TEX. TAX CODE ANN. § 302.001(b) (Vernon 1999) (limiting type B general-law municipality to \$.25 per \$100 valuation). When counties and municipalities reach these maximum tax rates, they “are effectively precluded from performing additional services or

expanding existing ones.” WOODWORTH G. THROMBLEY, SPECIAL DISTRICTS AND AUTHORITIES IN TEXAS 14 (1959). In the 1940s and 1950s, municipalities and counties, faced with rising health-care costs and the maximum tax rate, desired the creation of special hospital districts, with independent power to levy taxes, so that municipalities and counties might divest themselves of the responsibility to provide medical care for indigents. *Id.* at 83-84; *see also Sweeny Hosp. Dist. v. Carr*, 378 S.W.2d 40, 43-45 (Tex. 1964) (reviewing history of hospital district amendments to article IX); 2 GEORGE D. BRADEN ET AL., THE CONSTITUTION OF THE STATE OF TEXAS: AN ANNOTATED AND COMPARATIVE ANALYSIS 662 (1977). While providing emergency medical services, including First Responder services, is not inconsistent with a hospital district’s responsibility to provide medical care for needy inhabitants, the constitution does not require it.

Concluding that a hospital district is not the only entity that may provide emergency medical or First Responder services is not the same as determining that a municipality may provide such services. Article IX, section 9, after all, prohibits a municipality within a hospital district from levying taxes for hospital purposes or from providing medical care within district boundaries. *See* TEX. CONST. art. IX, § 9; *accord* Act of May 17, 1967, 60th Leg., R.S., ch. 484, § 1, 1967 Tex. Gen. Laws 1095 (District’s enabling act); TEX. HEALTH & SAFETY CODE ANN. § 286.072 (Vernon 2001). Unlike the responsibility article IX, section 9 places on a hospital district to provide medical care “for its needy inhabitants,” section 9 broadly prohibits a municipality from “expending funds for any type of medical care, not just medical care for the needy.” Tex. Att’y Gen. Op. No. JM-1052 (1989) at 2; *see* TEX. CONST. art. IX, § 9.

Although this office previously has opined that a political subdivision must determine “on a case-by-case basis” whether a particular expenditure is for medical care, *see* Tex. Att’y Gen. Op. No. JM-1052 (1989) at 4, First Responder services seem to be “life-preserving or emergency care” that fall within the bounds of “medical care.” The term “medical care” is not defined by article IX, section 9 or the related statutes, but it suggests certain parameters. The Medical Practice Act, title 3, subtitle B of the Occupations Code, defines the practice of medicine to include “diagnosis, treatment, or offer to treat a mental or physical disease or disorder or a physical deformity or injury by any system or method, or the attempt to effect cures of those conditions” by certain persons. TEX. OCC. CODE ANN. § 151.002(a)(13) (Vernon 2001); *see id.* § 151.001 (titling act). Thus, the term “medical care” relates “generally to the treatment of the sick or injured.” Tex. Att’y Gen. LO-97-004, at 4. “Medical care includes not only . . . regular and preventive treatment for ordinary or chronic ailments,” but also “life-preserving or emergency care.” *Lelsz v. Kavanagh*, 673 F. Supp. 828, 834 (N.D. Tex. 1987).

Even if First Responder services are within the scope of medical care, this office determined in opinions issued after all of the relevant constitutional provisions were adopted that a municipality may operate an ambulance service within a hospital district as an exercise of the municipality’s police power. *See* TEX. CONST. art. IX, §§ 4, 5, 8, 9 (adopted 1954, 1958, 1960, and 1962, respectively); *see also Sweeny Hosp. Dist.*, 378 S.W.2d at 43-44 (reviewing history of hospital-district amendments to article IX of constitution). In a 1968 opinion that did not address any limitations article IX might place on a municipality, this office concluded that “under the broad

police powers granted them by the State,” municipalities may perform “emergency’ ambulance service within their cit[ies] . . . to protect the health, safety[,] and general welfare of the citizens.” Tex. Att’y Gen. Op. No. M-231 (1968) at 4; *see also* Tex. Att’y Gen. Op. No. M-806 (1971) at 1-4 (concluding that City of Sherman may establish municipal ambulance service within its fire department without addressing article IX). In 1969, relying on the 1968 opinion and the fact that the legislature had not expressly delegated to any entity the authority to provide ambulance services, this office opined that “towns, cities, counties, and hospital districts each have the authority to provide such services,” but only if the governing body of the relevant political subdivision has determined that the service will further its citizens’ health and general welfare. Tex. Att’y Gen. Op. No. M-385 (1969) at 3-4. In *Ayala v. City of Corpus Christi* the Court of Civil Appeals adopted the police power rationale in response to a question regarding whether an ambulance service operated by the City of Corpus Christi is a public utility:

The institution of an emergency ambulance service is . . . a service kindred to the police or fire service. This type of service is incident to the police power of the state: [*i.e.*,] to protect the health, safety, and general welfare of its citizens. [*See*] Attorney General’s opinions #M-231 (1968); #M-385 (1969); #C-772 (1966);³ #M-806 (1971).

507 S.W.2d 324, 328 (Tex. Civ. App.—Corpus Christi 1974, no writ) [footnote added]. Then, in 1978, this office explicitly determined, relying on the 1969 opinion and on *Ayala*, that ambulance service is not medical care for the purpose of article IX, section 9. *See* Tex. Att’y Gen. Op. No. H-1279 (1978) at 1; *see also id.* H-976 (1977) at 1 (“It is well[-]established in the opinions of this office that a county may provide ambulance service pursuant to the commissioner[s] court’s power regarding public health.”); 2 CHESTER JAMES ANTIEAU, MUNICIPAL CORPORATION LAW § 15A.15 (Antieau’s Local Government Law 1989) (stating that local government’s expenditures to provide ambulance service serves public purpose).

Given this office’s previous opinions and *Ayala*, we conclude that article IX, section 9 does not prohibit a municipality from expending tax funds on emergency medical services and, by extension, First Responder services. Additionally, “[t]he tax prohibition of article IX, section 9 . . . should be liberally construed to accomplish an equitable and practical result.” *Moore v. Edna Hosp. Dist.*, 449 S.W.2d 508, 526 (Tex. Civ. App.—Corpus Christi 1969, writ ref’d n.r.e.). In this case, we construe the prohibition to permit a municipality, within the exercise of its police powers, to operate emergency medical services. Because the legislature appears to have relied on our construction of article IX, section 9 by acknowledging that a municipality may provide emergency medical services, this construction appears to achieve a “practical result.” *Id.* A county, for example, is specifically authorized by statute to “provide for emergency ambulance service in

³Attorney General Opinion C-772 concludes that a commissioners court may, “under its general powers relating to the public health and sanitation,” operate an ambulance service, but the opinion does not address article IX of the constitution. *See* Tex. Att’y Gen. Op. No. C-772 (1966) at 1.

the county, including . . . necessary equipment, personnel, and maintenance.” TEX. HEALTH & SAFETY CODE ANN. § 774.003(a) (Vernon Supp. 2001). While we find no such explicit authority for a municipality, numerous statutes acknowledge that a municipality may provide emergency medical services. Notably, section 101.0215 of the Civil Practice and Remedies Code states that a municipality is not liable for damages arising from the exercise of its governmental functions, which include “operation of emergency ambulance service.” TEX. CIV. PRAC. & REM. CODE ANN. § 101.0215(a)(18) (Vernon Supp. 2001); *see* TEX. CONST. art. XI, § 13(a) (authorizing legislature to define by law those municipal functions “that are to be considered governmental and those that are proprietary”); *see also, e.g.*, TEX. HEALTH & SAFETY CODE ANN. § 773.063(d) (Vernon 1992) (encouraging municipality that receives civil penalties to compel compliance with chapter 773 to use part of sum to improve delivery of emergency medical services); *id.* § 774.001 (authorizing counties and municipalities to assist each other in providing emergency medical services). And we find nothing in the law that unmistakably takes away a home-rule municipality’s authority to provide emergency medical services. *See Robinson v. City of Longview*, 936 S.W.2d 413, 416 (Tex. App.–Tyler 1996, no writ) (stating that statute may not be construed to restrict home-rule municipality’s authority unless legislature has preempted area “with unmistakable clarity”).

We realize that, unlike ambulance service at the time article IX, section 9 of the constitution was adopted or even at the time of the attorney general opinions and court case addressing municipal or county authority to operate an ambulance service, emergency medical services today are more likely to overlap with the “medical care” for which article IX of the constitution plainly prohibits a municipality to expend tax funds. *See, e.g.*, Tex. Att’y Gen. Op. No. H-1279 (1978) at 1 (concluding that ambulance service is not medical care for purpose of article IX, section 9). In the nearly forty years since the electorate adopted article IX, section 9, emergency medical services have evolved essentially from providing first aid with a first-aid kit and traction splints to a virtual hospital on wheels. *See* Act of May 27, 1961, 57th Leg., R.S., S.J.R. 22, 1961 Tex. Gen. Laws 1309, 1309-10 (proposing article IX, section 9). *Compare* TEX. REV. CIV. STAT. ANN. art. 4590b, § 2 (Vernon 1976) (requiring ambulance to carry, at minimum, first-aid kit and traction splints), *repealed by* Act of May 30, 1983, 68th Leg., R.S., ch. 516, § 5, 1983 Tex. Gen. Laws 2987, 3006; *id.* § 3 (stating training requirements for person staffing ambulance in 1962) *with* TEX. HEALTH & SAFETY CODE ANN. § 773.003(1), (2), (12) (Vernon Supp. 2001) (distinguishing among emergency services vehicles on level and type of care they are equipped to provide); *id.* §§ 773.042, .043, .044, .045 (listing requirements for basic life-support, advanced life-support, mobile intensive-care, and specialized vehicles); *id.* §§ 773.046, .047, .048, .049, .0495 (Vernon 1992 & Supp. 2001) (stating qualifications for various types of emergency care attendants and paramedics).

We conclude nonetheless that a municipality may expend tax funds to provide emergency medical services and First Responder services despite the prohibition in article IX, section 9. This result comports with the result of long-standing prior opinions, with the legislature’s apparent understanding of municipal authority, and with a practical construction of the constitutional provision. *See Moore*, 449 S.W.2d at 526 (stating that article IX, section 9’s tax prohibition should be liberally construed to accomplish equitable and practical result).

S U M M A R Y

Article IX, section 9 of the Texas Constitution does not exclusively authorize a hospital district to provide emergency medical services or First Responder services within the district. While article IX, section 9 prohibits a municipality from expending tax funds to provide “medical care” within the boundaries of a hospital district created under that section, a municipality may expend tax funds to provide emergency medical services within the district as an exercise of its police power. Likewise, a municipality may expend tax funds to provide First Responder services within the boundaries of a hospital district. Consequently, the City of Lubbock may pay tax funds to the Lubbock Fire Department to provide First Responder services inside the Lubbock County Hospital District.

Yours very truly,



JOHN CORNYN
Attorney General of Texas

HOWARD G. BALDWIN, JR.
First Assistant Attorney General

NANCY FULLER
Deputy Attorney General - General Counsel

SUSAN D. GUSKY
Chair, Opinion Committee

Kymerly K. Oltrogge
Assistant Attorney General, Opinion Committee

Exhibit “F”

Winnie-Stowell Hospital District
Open Invoices for Approval
As of September 20, 2017

Accrual Basis

Type	Date	Num	Name	Memo	Amount
200 Accounts Payable					
Bill	09/20/2017		American Education...	S. Stern Acct #92 5529 ...	150.14
Bill	09/20/2017		Andres, Leonidas S ...	for Batch Date 8.31.17	1,015.76
Bill	09/20/2017		Bayside Community ...	for Batch Date 8.31.17	7,744.33
Bill	09/20/2017		Benckenstein & Oxf...	Inv 48676 (May finalized)	9,675.00
Bill	09/20/2017		Brookshire Brothers	for Batch Date 8.31.17	4,727.44
Bill	09/20/2017		David Sticker	Inv # 19837	1,750.00
Bill	09/20/2017		Function 4 Cotract (f...	Inv # 565908	30.71
Bill	09/20/2017		Hubert Oxford	1/2 Legal Retainer	500.00
Bill	09/20/2017		Indigent Healthcare ...	Inv # 64747	1,059.00
Bill	09/20/2017		Johnston LLC	Inv #3715	18,452.96
Bill	09/20/2017		Josh Heinz	1/2 Legal Retainer	500.00
Bill	09/20/2017		Prosperity Bank		84.80
Bill	09/20/2017		Tony King	Security Sept Reg Meeting	100.00
Bill	09/20/2017		UTMB at Galveston	for Batch Date 8.31.17	1,732.92
Bill	09/20/2017		UTMB Faculty Grou...	for Batch Date 8.31.17	102.00
Bill	09/20/2017		Wilcox Pharmacy	for Batch Date 8.31.17	1,236.61
Total 200 Accounts Payable					48,861.67
TOTAL					48,861.67



August 4, 2017

MONTHLY BILL

Name: **SHERRY STERN**
Account Number: **92 5529 5461**

YOUR LOAN DETAILS

Loan Sequence	Date Disbursed	Loan Program	Original Balance	Current Balance	Outstanding Interest	Interest Rate	Monthly Payment	Current Due
*1002	11/29/2006	SUBCNS	\$13,150.00	\$7,184.14	\$11.80	3.750%	\$90.67	\$90.67
*1001	11/29/2006	UNCNS	\$8,625.28	\$4,711.88	\$7.74	3.750%	\$59.47	\$59.47

Outstanding interest accrued as of 08/04/2017

*Late fees will be assessed in accordance to the requirements set forth by the loan owner. Each unique owner/loan program may have differing late fee requirements. The owner will assess late fees on any loans listed above that are identified with an asterisk. If there are dates listed below the heading 'Received After This Date', which are prior to the date you are making your payment, the following late fees will be assessed.

Received After This Date	Late Fee to be Assessed
09/08/2017	\$7.50

Payment Summary	
Last Payment Received	07/19/2017
Current Payment Due	\$150.14
Total Due by 08/25/2017	\$150.14

Would you rather receive this statement electronically?

Sign in to Account Access at AesSuccess.org and update your Account Profile preferences if you would prefer that we send you a reminder instead of a paper statement.

Total paid since your last statement	\$150.14
Total Interest Satisfied	\$44.00

21601903748501

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 08/31/17-08/31/17

Andres, Leonidas S. Md
 P. O. 1470
 Anahuac, TX 77514

Vendor #: 35793

GL #	Description	Amount
WSHD	Wshd	1,015.76
	Expenditures	1,015.76
	Reimb/Adjustments	0.00
	Grand Total	1,015.76

2 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
1054*35793*1	WSHD	07/13/17	1,779.00	366.21	
1054*35793*1	WSHD	07/13/17	753.00	207.43	
1058*35793*1	WSHD	07/06/17	1,387.00	442.12	
	***		3,919.00	1,015.76	
	***		3,919.00	1,015.76	

3 records listed.
 2 total invoices

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 08/31/17-08/31/17

Bayside Community Hospital
 P. O. Box 398
 Anahuac, TX 77514

Vendor #: 434

GL #	Description	Amount
WSHD	Wshd	7,744.33
	Expenditures	7,744.33
	Reimb/Adjustments	0.00
	Grand Total	7,744.33

2 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
1054*434*1	WSHD	07/13/17	869.40	222.64	
1054*434*1	WSHD	07/13/17	9,789.22	4,698.83	
1058*434*1	WSHD	07/06/17	1,049.40	306.88	
1058*434*1	WSHD	07/06/17	5,241.63	2,515.98	
	***		16,949.65	7,744.33	
	***		16,949.65	7,744.33	

4 records listed.

2 total invoices

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 08/31/17-08/31/17

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

Vendor #: 65460

GL #	Description	Amount
WSHD	Wshd	4,727.44
	Expenditures	4,727.44
	Reimb/Adjustments	0.00
	Grand Total	4,727.44

38 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
036-2475*65460*17	WSHD	08/07/17	9.95	9.95	
036-2475*65460*17	WSHD	08/07/17	75.44	60.32	
036-2475*65460*17	WSHD	08/07/17	3.98	3.98	
036-2475*65460*17	WSHD	08/02/17	11.63	11.63	
036-2749*65460*27	WSHD	08/01/17	78.75	78.75	
036-2749*65460*27	WSHD	08/09/17	16.13	16.13	
036-2749*65460*27	WSHD	08/17/17	10.00	10.00	
036-2749*65460*27	WSHD	08/17/17	25.00	25.00	
036-2811*65460*23	WSHD	08/02/17	45.77	45.77	
036-2811*65460*23	WSHD	08/02/17	18.01	18.01	
036-2815*65460*2	WSHD	08/15/17	34.40	34.40	
036-2815*65460*2	WSHD	08/15/17	7.44	7.44	
036-2815*65460*2	WSHD	08/15/17	5.00	5.00	
036-2821*65460*6	WSHD	08/01/17	43.31	21.74	
036-2821*65460*6	WSHD	08/10/17	27.07	27.07	
036-2821*65460*6	WSHD	08/10/17	7.49	7.49	
036-2821*65460*6	WSHD	08/22/17	4.44	4.44	
036-2821*65460*6	WSHD	08/23/17	60.61	60.61	
036-2856*65460*11	WSHD	08/03/17	53.40	53.40	
036-2856*65460*11	WSHD	08/17/17	152.10	152.10	
036-2856*65460*11	WSHD	08/18/17	25.00	25.00	
036-2929*65460*6	WSHD	08/18/17	47.91	47.91	
036-2929*65460*6	WSHD	08/18/17	12.00	12.00	
036-2929*65460*6	WSHD	08/18/17	5.00	5.00	
036-2945*65460*2	WSHD	08/11/17	45.46	45.46	
036-2945*65460*2	WSHD	08/11/17	14.90	14.90	
036-2945*65460*2	WSHD	08/16/17	51.22	51.22	
036-2945*65460*2	WSHD	08/16/17	14.66	14.66	
036-2945*65460*2	WSHD	08/16/17	20.90	20.90	
036-3067*65460*5	WSHD	08/09/17	5.00	5.00	
036-3067*65460*5	WSHD	08/31/17	28.35	28.35	
036-3372*65460*8	WSHD	08/10/17	38.91	38.91	
036-3372*65460*8	WSHD	08/10/17	27.16	27.16	
036-3372*65460*8	WSHD	08/10/17	56.96	56.96	

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 08/31/17-08/31/17

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

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
036-3413*65460*20	WSHD	08/07/17	5.00	5.00	
036-3413*65460*20	WSHD	08/07/17	365.05	365.05	
036-3413*65460*20	WSHD	08/07/17	40.25	40.25	
036-3414*65460*4	WSHD	08/11/17	5.00	5.00	
036-3414*65460*4	WSHD	08/11/17	5.00	5.00	
036-3426*65460*27	WSHD	08/24/17	11.71	11.71	
036-3426*65460*27	WSHD	08/24/17	7.45	7.45	
036-3432*65460*19	WSHD	08/18/17	5.00	5.00	
036-3432*65460*19	WSHD	08/18/17	5.00	5.00	
036-3432*65460*19	WSHD	08/18/17	30.00	30.00	
036-3432*65460*19	WSHD	08/18/17	25.88	25.88	
036--3424*65460*15	WSHD	08/02/17	75.44	60.32	
036--3424*65460*15	WSHD	08/07/17	30.30	30.30	
036--3424*65460*15	WSHD	08/24/17	210.32	174.97	
1000*65460*18	WSHD	08/22/17	5.00	5.00	
1000*65460*18	WSHD	08/22/17	7.50	7.50	
1000*65460*18	WSHD	08/22/17	115.58	115.58	
1011*65460*19	WSHD	08/02/17	306.21	256.48	
1011*65460*19	WSHD	08/02/17	73.00	73.00	
1011*65460*19	WSHD	08/02/17	41.43	41.43	
1019*65460*13	WSHD	08/03/17	5.00	5.00	
1019*65460*13	WSHD	08/03/17	54.49	54.49	
1019*65460*13	WSHD	08/03/17	5.00	5.00	
1019*65460*13	WSHD	08/03/17	17.95	15.70	
1019*65460*13	WSHD	08/03/17	25.86	25.86	
1023*65460*5	WSHD	08/10/17	16.38	16.38	
1023*65460*5	WSHD	08/10/17	4.98	4.98	
1023*65460*5	WSHD	08/10/17	6.50	6.50	
1023*65460*5	WSHD	08/10/17	34.00	31.90	
1023*65460*5	WSHD	08/10/17	56.96	56.96	
1023*65460*5	WSHD	08/10/17	19.74	19.74	
1023*65460*5	WSHD	08/10/17	5.00	5.00	
1024*65460*13	WSHD	08/14/17	60.56	60.56	
1024*65460*13	WSHD	08/14/17	78.94	78.94	
1024*65460*13	WSHD	08/15/17	20.80	20.80	
1024*65460*13	WSHD	08/14/17	9.62	9.62	
1025*65460*5	WSHD	08/07/17	5.00	5.00	
1030*65460*13	WSHD	08/04/17	124.73	124.73	
1030*65460*13	WSHD	08/10/17	54.42	54.42	
1038*65460*9	WSHD	08/01/17	51.85	51.85	
1038*65460*9	WSHD	08/01/17	59.18	59.18	
1038*65460*9	WSHD	08/03/17	231.21	231.21	
1042*65460*6	WSHD	08/02/17	16.99	16.99	
1043*65460*7	WSHD	08/14/17	56.96	56.96	
1043*65460*7	WSHD	08/18/17	5.00	5.00	
1043*65460*7	WSHD	08/18/17	41.02	41.02	
1046*65460*6	WSHD	08/08/17	27.07	27.07	

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 08/31/17-08/31/17

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

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
1046*65460*6	WSHD	08/08/17	5.00	5.00	
1046*65460*6	WSHD	08/01/17	5.00	5.00	
1046*65460*6	WSHD	08/01/17	33.76	33.76	
1046*65460*6	WSHD	08/01/17	5.00	5.00	
1046*65460*6	WSHD	08/01/17	25.86	25.86	
1046*65460*6	WSHD	08/01/17	13.02	13.02	
1046*65460*6	WSHD	08/01/17	5.00	5.00	
1047*65460*6	WSHD	08/07/17	60.56	60.56	
1047*65460*6	WSHD	08/15/17	22.70	22.70	
1049*65460*5	WSHD	08/01/17	39.96	39.96	
1049*65460*5	WSHD	08/01/17	12.00	12.00	
1051*65460*3	WSHD	08/05/17	98.43	79.87	
1053*65460*3	WSHD	08/01/17	5.00	5.00	
1053*65460*3	WSHD	08/01/17	27.07	27.07	
1054*65460*4	WSHD	08/23/17	9.28	9.28	
1054*65460*4	WSHD	08/22/17	5.00	5.00	
1054*65460*4	WSHD	08/04/17	5.00	5.00	
1054*65460*4	WSHD	08/23/17	20.01	20.01	
1054*65460*4	WSHD	08/04/17	10.00	10.00	
1054*65460*4	WSHD	08/04/17	15.00	15.00	
1055*65460*4	WSHD	08/17/17	84.30	84.30	
1056*65460*2	WSHD	08/14/17	60.39	60.39	
1063*65460*2	WSHD	08/23/17	10.00	10.00	
1063*65460*2	WSHD	08/17/17	20.20	20.20	
1063*65460*2	WSHD	08/10/17	56.96	56.96	
1063*65460*2	WSHD	08/09/17	25.88	25.88	
1063*65460*2	WSHD	08/23/17	7.61	7.61	
1064*65460*2	WSHD	08/04/17	50.98	50.98	
1066*65460*2	WSHD	08/04/17	484.62	484.62	
1066*65460*2	WSHD	08/11/17	12.21	12.21	
1066*65460*2	WSHD	08/11/17	38.46	38.46	
1068*65460*2	WSHD	08/03/17	36.60	36.60	
1072*65460*1	WSHD	08/08/17	5.00	5.00	
1072*65460*1	WSHD	08/21/17	22.70	22.70	
	***		4,887.24	4,727.44	
	***		4,887.24	4,727.44	

115 records listed
38 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

09/19/2017

Invoice # 19837

Professional Services

	<u>Amount</u>
09/15/17 8-25-17 Review and adjust books. Make corrections to reports. 4.50 Hrs.	1,750.00
9-5-17 Discuss payroll issues. .50 Hrs.	
9-6-17 Run reports and make adjustments 4.00 Hrs	
9-13-17 Meet with Hubert and review budget amendments, cash flow for Emergency Room, and necessary amendments. Phoe calls re: Payroll review. 5.00 Hrs.	
TOTAL HRS 14.00 @ \$125.00 = \$1,750.00	
For professional services rendered	<u>\$1,750.00</u>
Balance due	<u><u>\$1,750.00</u></u>

Invoices Due Upon Receipt



CONTRACT INVOICE

Invoice Number: INV565908
 Invoice Date: 09/18/2017

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	10/18/2017	\$30.71	\$30.71	
Invoice Remarks					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
4457-01		\$28.37		01/26/2016	01/25/2021
Contract Remarks					

Summary:

Contract base rate charge for this billing period	\$0.00
Contract overage charge for the 08/26/2017 to 09/25/2017 overage period	\$28.37 **
	\$28.37

**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	46,887	49,232		2,345	0	2,345	\$0.012100	\$28.37 \$28.37

Please include invoice number on check.
 Remit Payment To:
 Function 4, LLC
 12560 Reed Rd, Ste 200
 Sugar Land, TX 77478

Invoice SubTotal	\$28.37
Tax:	\$2.34
Invoice Total	\$30.71
Balance Due:	\$30.71

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW

BBVA COMPASS BANK BUILDING

3535 CALDER AVENUE, SUITE 300

Hubert Oxford, IV

BEAUMONT, TEXAS 77706

hoxfordiv@benoxford.co
m

TELEPHONE:(409) 833-9182

FAX: (409) 833-8819

September 19, 2017

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

Re: Invoice and Draft Minutes for September 6, 2017 Regular Meeting; Our File No. 87250.

Dear President Murrell,

Attached, please find the minutes for the September 6, 2017 Regular Minutes. 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 August 2017. We would request that you put this invoice in line for payment at the September 6, 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

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

RECEIVED

Invoice # 64747

SEP 05 2017

Phone # (800) 834-0560

Fax # (936) 756-6741

Date: 9/1/2017

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

Terms: Net receipt of invoice

Professional services for the month of October 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

WCH ARCH INVOICE #2



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

JOHNSTON

September 6, 2017
Project No: 17-00028-00
Invoice No: 0003715

Mr. Robert Walker, AIA
Winnie Stowell Hospital District
P.O. Box 1975
Winnie, TX 77665

Project 17-00028-00 Winnie- Hospital ED Expansion

Basic Service Contract Lump Sum Amount \$95,000.00 ✓

Professional Services from August 1, 2017 to August 31, 2017

Billing Phase	Fee	Percent Complete	Previous Fee Billed	Current Fee Billing
Pre-Design	2,125.00	100.00	2,125.00 ✓	0.00
Schematic Design	19,337.50	100.00	6,381.38 ✓	12,956.12 ✓
Design Development	10,412.50	35.00	0.00	3,644.38 ✓
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	15.00	0.00	1,500.00 ✓
Total Fee	95,000.00		8,506.38 ✓	18,100.50 ✓
Total Contract Amount				18,100.50 ✓

Reimbursable Expenses

Gas/Mileage	56.18 ✓
Reproduction/Printing	296.28 ✓
Total Reimbursables	352.46 ✓

Billing Limits

	Current	Prior	To-Date
Expense	352.46 ✓	125.22 ✓	477.68 ✓
Limit			6,000.00
Remaining			5,522.32 ✓

Total this Invoice **\$18,452.96**

Contract Amount \$95,000.00 ✓
Billed to-Date \$26,606.88 ✓
Remaining Fee \$68,393.12 ✓

APPROVED
WCH ED
PROJECT
9/11/17
R Walker

Billing Backup

Wednesday, September 6, 2017

Johnston, LLC

Invoice 0003715 Dated 9/6/2017

4:50:43 PM

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

Reimbursable Expenses

Gas/Mileage

EX 0000706	7/12/2017	Pennington, Larry / MILEAGE	56.18
------------	-----------	-----------------------------	-------

Reproduction/Printing

JE 7312017	7/31/2017	In House Reproduction-July 2017 / Large Format	104.50
------------	-----------	--	--------

JE 7312017	7/31/2017	In House Reproduction-July 2017 / Small Format	191.78
------------	-----------	--	--------

Total Reimbursables			352.46	352.46
----------------------------	--	--	---------------	---------------

Total This Project	\$352.46
---------------------------	-----------------

Total this Report	\$352.46
--------------------------	-----------------



JOHNSTON

July 2017 (Reproduction/Printing)

CreateDate	Project Name	Project	Media	Copies	Originals	StdWidth	StdHeight	StdSqft	Charge
7/11/2017 18:10	Winnie Hospital ED Expansion	17-00028-00	Large Format	1	2	17	22	5.19	4.68
7/11/2017 18:16	Winnie Hospital ED Expansion	17-00028-00	Large Format	1	2	17	22	5.19	4.68
7/11/2017 18:16	Winnie Hospital ED Expansion	17-00028-00	Large Format	1	4	17	22	10.39	9.35
7/11/2017 18:30	Winnie Hospital ED Expansion	17-00028-00	Large Format	1	6	17	22	15.58	14.02
7/13/2017 16:12	Winnie Hospital ED Expansion	17-00028-00	Large Format	1	2	17	24	5.67	5.10
7/13/2017 16:45	Winnie Hospital ED Expansion	17-00028-00	Large Format	1	2	17	24	5.67	5.10
7/13/2017 17:03	Winnie Hospital ED Expansion	17-00028-00	Large Format	1	2	17	24	5.67	5.10
7/13/2017 17:12	Winnie Hospital ED Expansion	17-00028-00	Large Format	1	2	17	24	5.67	5.10
7/13/2017 17:57	Winnie Hospital ED Expansion	17-00028-00	Large Format	1	2	30	42	17.5	15.75
7/14/2017 11:06	Winnie Hospital ED Expansion	17-00028-00	Large Format	1	1	17	24	2.83	2.55
7/19/2017 18:12	Winnie Hospital ED Expansion	17-00028-00	Large Format	1	1	30	44	9.17	8.25
7/20/2017 16:36	Winnie Hospital ED Expansion	17-00028-00	Large Format	1	3	16.53	24	8.26	7.44
7/25/2017 15:30	Winnie Hospital ED Expansion	17-00028-00	Large Format	1	4	16.53	24	11.02	9.92
7/27/2017 17:29	Winnie Hospital ED Expansion	17-00028-00	Large Format	1	1	16.53	24	2.75	2.48
								Large Format	\$ 99.52
7/7/2017 12:27	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	11	17	1.3	0.55
7/7/2017 12:27	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	11	17	1.3	0.55
7/7/2017 12:27	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	11	17	1.3	0.55
7/7/2017 12:27	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	11	17	1.3	0.55
7/10/2017 15:01	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	40	11	17	51.94	22.00
7/11/2017 9:26	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25
7/11/2017 9:26	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25
7/11/2017 9:26	Winnie Hospital ED Expansion	17-00028-00	Small Format	17	3	8.5	11	33.11	17.85
7/11/2017 9:26	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	2	8.5	11	1.3	0.50
7/11/2017 9:26	Winnie Hospital ED Expansion	17-00028-00	Small Format	16	2	8.5	11	20.78	8.00
7/11/2017 9:26	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	11	17	1.3	0.75
7/11/2017 14:12	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	12	8.5	11	7.79	4.20



JOHNSTON

July 2017 (Reproduction/Printing)

CreateDate	Project Name	Project	Media	Copies	Originals	StdWidth	StdHeight	StdSqft	Charge
7/11/2017 14:12	Winnie Hospital ED Expansion	17-00028-00	Small Format	16	1	11	17	20.78	12.00
7/11/2017 17:53	Winnie Hospital ED Expansion	17-00028-00	Small Format	11	12	8.5	11	85.71	46.20
7/11/2017 17:59	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	2	8.5	11	1.3	0.50
7/11/2017 18:12	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	2	8.5	11	1.3	0.50
7/11/2017 18:12	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	9	8.5	11	5.84	2.25
7/11/2017 18:12	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	2	8.5	11	1.3	0.50
7/11/2017 18:12	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	2	8.5	11	1.3	0.50
7/11/2017 18:12	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	2	8.5	11	1.3	0.50
7/11/2017 18:13	Winnie Hospital ED Expansion	17-00028-00	Small Format	5	2	8.5	11	6.49	3.50
7/12/2017 7:12	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	2	8.5	11	1.3	0.50
7/12/2017 7:41	Winnie Hospital ED Expansion	17-00028-00	Small Format	2	1	8.5	11	1.3	0.50
7/12/2017 8:00	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	2	8.5	11	1.3	0.50
7/12/2017 8:21	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	2	8.5	11	1.3	0.50
7/12/2017 8:27	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	2	8.5	11	1.3	0.50
7/14/2017 8:34	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	3	8.5	11	1.95	0.75
7/14/2017 8:34	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25
7/17/2017 9:41	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	2	8.5	11	1.3	0.50
7/17/2017 10:07	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.35
7/17/2017 11:47	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	11	8.5	11	7.14	2.75
7/17/2017 11:47	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	7	8.5	11	4.55	1.75
7/17/2017 15:17	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.35
7/17/2017 15:18	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	11	17	1.3	0.75
7/17/2017 15:18	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	11	17	1.3	0.55
7/17/2017 15:18	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25
7/17/2017 16:00	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.35
7/17/2017 16:01	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.35
7/17/2017 16:03	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	3	8.5	11	1.95	0.75



JOHNSTON

July 2017 (Reproduction/Printing)

CreateDate	Project Name	Project	Media	Copies	Originals	StdWidth	StdHeight	StdSqft	Charge
7/17/2017 16:03	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	9	8.5	11	5.84	2.25
7/17/2017 17:21	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	11	17	1.3	0.75
7/17/2017 17:21	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.35
7/18/2017 10:51	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	11	17	1.3	0.75
7/19/2017 8:08	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25
7/19/2017 9:12	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25
7/19/2017 14:40	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25
7/19/2017 14:40	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	2	8.5	11	1.3	0.50
7/19/2017 14:40	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	3	11	17	3.9	1.65
7/19/2017 17:20	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	2	8.5	11	1.3	0.50
7/19/2017 18:59	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25
7/19/2017 18:59	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25
7/19/2017 18:59	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	17	8.5	11	11.04	4.25
7/20/2017 10:20	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	3	8.5	11	1.95	1.05
7/20/2017 10:20	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	2	8.5	11	1.3	0.50
7/24/2017 9:34	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25
7/24/2017 9:34	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	14	0.83	0.55
7/24/2017 11:25	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	7	8.5	11	4.55	1.75
7/25/2017 9:27	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25
7/25/2017 9:27	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25
7/25/2017 11:01	Winnie Hospital ED Expansion	17-00028-00	Small Format	3	1	8.5	11	1.95	0.75
7/27/2017 9:15	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25
7/27/2017 9:15	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25
7/27/2017 19:04	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	8	8.5	11	5.19	2.00
7/28/2017 14:27	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	2	8.5	11	1.3	0.50
7/28/2017 14:27	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25
7/28/2017 14:27	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25



JOHNSTON

July 2017 (Reproduction/Printing)

CreateDate	Project Name	Project	Media	Copies	Originals	StdWidth	StdHeight	StdSqft	Charge
7/28/2017 14:27	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25
7/31/2017 11:32	Winnie Hospital ED Expansion	17-00028-00	Small Format	4	4	8.5	11	10.39	5.60
7/31/2017 11:32	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	1	8.5	11	0.65	0.25
7/31/2017 11:55	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	2	8.5	11	1.3	0.50
7/31/2017 14:56	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	10	8.5	11	6.49	2.50
7/31/2017 15:30	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	4	11	17	5.19	3.00
7/31/2017 15:33	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	4	11	17	5.19	3.00
7/31/2017 17:38	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	8	8.5	11	5.19	2.80
7/31/2017 17:39	Winnie Hospital ED Expansion	17-00028-00	Small Format	1	12	11	17	15.58	9.00
								Small Format	182.65
								Total	282.17
								Markup	14.11
								Total amount	\$ 296.28



RECEIVED

SEP 08 2017

WINNIE STOWELL HOSPITAL

Account Number: XXXX XXXX XXXX 2704

ACCOUNT SUMMARY

Credit Limit	\$10,000.00
Credit Available	\$8,393.00
Statement Closing Date	August 31, 2017
Days in Billing Cycle	31
Previous Balance	\$1,521.37
- Payments & Credits	\$0.00
+ Purchases & Other Charges	\$71.83
+ Cash Advances	\$0.00
+ Finance Charges	\$12.97
= New Balance	\$1,606.17

PAYMENT INFORMATION

New Balance	\$1,606.17
Minimum Payment Due	\$158.00
Payment Due Date	September 25, 2017

*Pd 1521.37
8/30 # 2239
Balance 84.80*

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
08/31	08/31	*FINANCE CHARGE*	PURCHASES \$12.97 CASH ADVANCE \$0.00	12.97
		SHERRIE NORRIS	TOTAL 4054692000142720 \$71.83	
08/01	08/01	24445006N00DZHSJD	USPS PO 4898150665 WINNIE TX	23.75
			MCC: 9402 MERCHANT ZIP: 77665	
08/02	08/02	24692166N2XJ8DLXH	GOOGLE *SVCSAPPS_wshd- cc@google.com CA	20.00
			MCC: 7311 MERCHANT ZIP: 94043	
08/22	08/22	24445007B00DD1761	USPS PO 4898150665 WINNIE TX	23.75
			MCC: 9402 MERCHANT ZIP: 77665	
08/30	08/30	24692167J2XH0E9X4	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.
Don't forget to update your automated payment plans. Merchants will need your new card number and expiration date.

1031 0001 VVG 002 7 31 170831 0 D PAGE 1 of 2 10 3191 2000 CORP 553

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	September 25, 2017
New Balance	\$1,606.17
Minimum Payment Due	\$158.00
Past Due Amount	\$77.00

Make Check
Payable to:

Amount Enclosed: \$ **84.80**

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

553

PROSPERITY BANK
PO BOX 660525
DALLAS TX 75266-0525



405469200014270400015800001606175

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.fdec.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

IMPORTANT ACCOUNT INFORMATION (continued)

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.

THE MINIMUM PAYMENT AMOUNT FROM YOUR LAST
STATEMENT HAS NOT BEEN RECEIVED. IF YOU HAVE
NOT MAILED IT, PLEASE DO SO TODAY.

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)	\$1,572.41	31	\$12.97
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 08/31/17-08/31/17

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

Vendor #: 63614

GL #	Description	Amount
WSHD	Wshd	1,732.92
	Expenditures	1,732.92
	Reimb/Adjustments	0.00
	Grand Total	1,732.92

1 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
1047*63614*3	WSHD	07/14/17	1,165.00	326.20	
1047*63614*3	WSHD	07/14/17	1,980.00	554.40	
1047*63614*3	WSHD	07/14/17	223.00	62.44	
1047*63614*3	WSHD	07/14/17	1,690.00	473.20	
1047*63614*3	WSHD	07/14/17	1,131.00	316.68	
	***		6,189.00	1,732.92	
	***		6,189.00	1,732.92	

5 records listed.
 1 total invoices

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 08/31/17-08/31/17

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

Vendor #: 63615
 NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	102.00
	Expenditures	102.00
	Reimb/Adjustments	0.00
	Grand Total	102.00

1 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
1047*63615*2	WSHD	07/14/17	213.00	79.55	
1047*63615*2	WSHD	07/14/17	60.00	22.45	
	***		273.00	102.00	
	***		273.00	102.00	

2 records listed.

1 total invoices

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 08/31/17-08/31/17

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

Vendor #: 18651

GL #	Description	Amount
WSHD	Wshd	1,236.61
	Expenditures	1,236.61
	Reimb/Adjustments	0.00
	Grand Total	1,236.61

9 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid	Posted
036-2778*18651*32	WSHD	08/16/17	159.21	75.67	
036-2783*18651*75	WSHD	08/25/17	95.69	46.26	
036-2783*18651*75	WSHD	08/25/17	81.87	39.84	
036-2783*18651*75	WSHD	08/25/17	177.06	97.18	
036-2833*18651*91	WSHD	08/07/17	373.81	175.02	
036-2942*18651*73	WSHD	08/18/17	387.68	306.35	
036-2942*18651*73	WSHD	08/18/17	43.09	21.42	
036-2942*18651*73	WSHD	08/18/17	39.13	29.78	
036-3364*18651*42	WSHD	08/28/17	24.00	24.00	
036-3364*18651*42	WSHD	08/28/17	22.85	22.85	
036-3364*18651*42	WSHD	08/28/17	54.86	54.86	
036-3364*18651*42	WSHD	08/28/17	20.00	20.00	
036-3364*18651*42	WSHD	08/25/17	23.68	12.76	
1008*18651*13	WSHD	08/01/17	11.97	7.17	
1008*18651*13	WSHD	08/01/17	8.32	7.57	
1020*18651*13	WSHD	08/07/17	205.68	97.18	
1035*18651*3	WSHD	08/01/17	159.23	75.68	
1040*18651*8	WSHD	08/03/17	47.32	47.32	
1040*18651*8	WSHD	08/03/17	57.72	57.72	
1040*18651*8	WSHD	08/03/17	17.98	17.98	
	***		2,011.15	1,236.61	
	***		2,011.15	1,236.61	

20 records listed.

9 total invoices

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 20, 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 the second half of the firm's monthly invoice for May 2017 on behalf of Benckenstein & Oxford, LLP. This invoice is for \$9,675.00. At the September 6, 2017 meeting, we submitted an invoice for \$21,294.87 after taking into account the \$1,000.00 retainer that has previously been paid.

The reason we submitted time for May 2017 in two separate invoices is because at the time of the September 6, 2017 Regular meeting, the time invoices was the time that had been entered at the time. This invoice is also attached for your review. Since then, I added the remainder of the time entries for the month of May 2017 that were previously unbilled and this is what makes up the current invoice. In so doing, I compared the two invoices to make sure there were no duplicate entries of any kind.

If there are any questions, please do not hesitate to contact me. Otherwise, we would appreciate your payment of this invoice in the amount of \$9,675.00 representing the balance owed for May 2017.

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 20, 2017

INVOICE #: 48676 **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	Received draft settlement agreement for MPAP and prepared e-mails to Managers along with spreadsheet advising of settlement and settled calculations following the Board's Special Meeting.	1.30 hrs
05/02/17	HOIV	Received and reviewed draft proposals from architects for emergency room from project manager.	0.70 hrs
05/03/17	HOIV	Received e-mail from Caring Healthcare regarding the status of the review of the Caring HUD Loan documents and prepared a comprehensive response explaining the changes that needed to be made.	2.00 hrs
05/03/17	HOIV	Drafted agenda for upcoming Regular Meeting.	0.30 hrs
05/04/17	HOIV	Conference call with Bob Walker regarding the emergency room project and project manager agreement.	0.70 hrs
05/04/17	HOIV	Exchanged ten (10) e-mails with HMG Staff regarding CHOW Contract Cover Letters for Park Manor.	0.80 hrs
05/04/17	HOIV	Exchanged multiple e-mails and participated in conference call with the LTC Group staff to receive an explanation of QIPP spreadsheet prepared by LTC Group.	0.80 hrs
05/04/17	HOIV	Conference call with LTC Group and reviewed Texas Administrative Rules to determine the basis for the assertion that the District was going to receive an additional 10% for IGT funds for the QIPP program.	1.70 hrs
05/05/17	HOIV	Conference call with counsel for THHSC regarding interpretation of 10% excess IGT rule; modified spreadsheet to present to counsel; and drafted e-mail to counsel attempting to explain the existing understanding of the 10% excess IGT funds compared to the new interpretation of the payments.	3.70 hrs
05/09/17	HOIV	Received draft letter from Charlie Luband and made extensive changes; resubmitted to Luband with an explanation of the changes.	1.40 hrs
05/09/17	HOIV	Conference call with counsel for THHSC regarding QIPP payout scheme.	0.40 hrs

Client-	WSHD 87250	Invoice # 48676	PAGE 2
05/11/17	HOIV	Prepared e-mail to Managers, Board, Staff, and LTC Group that MPAP Settlement had been finalized and submitted.	0.40 hrs
05/11/17	HOIV	Received DACA changes for HMG homes from Post Oak Bank; reviewed the changes; and submitted to counsel for HMG Lenders and Landlords for review.	1.80 hrs
05/12/17	HOIV	Worked with Auditor and staff to push Managers to finalize walkforward spreadsheets in order to finalize the 2014 and 2015 Audits by exchange multiple e-mails to Managers emphasizing the importance of this project.	0.80 hrs
05/12/17	HOIV	Exchanged eight (8) e-mails with Post Oak requesting that the Bank set up DACA and DAISA accounts for each of the Caring Healthcare facilities.	0.40 hrs
05/12/17	HOIV	Conference call with Salt Creek Capital regarding their loan term proposals for MPAP 3 and QIPP 1.	0.80 hrs
05/12/17	HOIV	Researched and prepared amortization tables to understand loan payment terms as proposed by Salt Creek Capital for QIPP 1 and MPAP 3.	2.40 hrs
05/12/17	HOIV	Prepared; analyzed; and distributed revised cash flow sheet for QIPP 1 & 2 and MPAP 3 after receiving the correct QIPP payout formula from the THHSC.	3.50 hrs
05/12/17	HOIV	Submitted District Bank Depository Policy and Agreement to Salt Creek Capital for review and presentment to Interbank for funds on balance.	0.40 hrs
05/15/17	HOIV	Exchanged five (5) e-mails with the State of Texas HHSC requesting updates on MPAP 3 approval.	0.40 hrs
05/15/17	HOIV	Assisted staff and Post Oak Bank find Board authorizations and resolutions needed in order to open accounts for Caring Healthcare.	0.60 hrs
05/16/17	HOIV	Began preparing minutes for Special Meeting held on May 2, 2017 and the April 19th, 2017 Regular Meeting.	2.50 hrs
05/18/17	HOIV	Exchanged nineteen (19) e-mails with managers, staff, and LTC regarding the IGT request for QIPP 1 and its due dates.	1.00 hrs
05/18/17	HOIV	Conference call with Richard Luband, counsel for District drafting letter concerning lock box arrangements, and then researched the issues of recycling funds and attempting to locate the law and/or regulation authorizing the double lock box method for accounts receivables loan.	3.50 hrs
05/18/17	HOIV	Conference calls with Managers and LTC Group regarding the postponement of MPAP 3 as announced by THHSC.	0.80 hrs
05/18/17	HOIV	Drafted and responded to four (4) e-mails with HMG regarding the need to modify the existing Management Agreements to account for the change in 10% IGT funds as originally anticipated.	0.60 hrs
05/19/17	HOIV	Exchanged six (6) e-mails with HMG regarding their evaluation of QIPP numbers compared to the District's assessment.	0.40 hrs
05/22/17	HOIV	Exchanged nineteen (19) e-mails and participated in two conference with Salt Creek Capital counsel to discuss Loan 10 loan documents and terms of the	1.80 hrs

loan.

05/25/17	HOIV	Exchanged eleven (11) e-mails with HMG regarding the need to active Post Oak Bank accounts.	0.70 hrs
05/25/17	HOIV	Exchanged seventeen (17) e-mails with counsel for Caring Healthcare's HUD Lender regarding collateralizing accounts.	1.00 hrs
05/25/17	HOIV	Prepared e-mail to Post Oak Bank and forwarded the Caring Healthcare HUD documents.	0.40 hrs
05/30/17	HOIV	Conference call with Charlie Luband regarding changes to his attorney letter on behalf of the District.	0.70 hrs
		Total fees for this matter	\$9,675.00

BILLING SUMMARY:

Oxford, IV Hubert	38.70 hrs @	\$250.00 /hr	\$9,675.00
TOTAL FEES			<u>\$9,675.00</u>
TOTAL CHARGES FOR THIS INVOICE			<u>\$9,675.00</u>
PROFESSIONAL DISCOUNT			\$0.00 CR
TOTAL BALANCE NOW DUE			<u><u>\$9,675.00</u></u>

Federal ID# 74-1646478
Invoice Terms: Net 10 Days Upon Receipt
 Please Reference Invoice Number on Your Check

BENCKENSTEIN & OXFORD, L.L.P.

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

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

hoxfordiv@benoxford.com

Hubert Oxford, IV

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 20th, 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
TOTAL BALANCE NOW DUE			\$21,294.87

Federal ID# 74-1646478

Invoice Terms: Net 10 Days Upon Receipt

Please Reference Invoice Number on Your Check

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 19, 2017

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

Re: Invoice and Draft Minutes for September 6, 2017 Regular Meeting; Our File No. 87250.

Dear President Murrell,

Attached, please find the minutes for the September 6, 2017 Regular Minutes. 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 August 2017. We would request that you put this invoice in line for payment at the September 6, 2017 Regular meeting. When we submit our time invoice for July 2017, we will give the District credit for the \$1,000.00 payment.

With best wishes, I am

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.



Hubert Oxford, IV