

Exhibit “A”

Exhibit “B”

Winnie-Stowell Hospital District
Balance Sheet
As of November 15, 2017

Nov 15, 17

ASSETS

Current Assets

Checking/Savings

| | |
|-------------------------------|--------------|
| 100 Prosperity Bank -Checking | 534,255.46 |
| 102 Prosperity Bank - CD#0447 | 104,754.85 |
| 104 Post Oak Bank - CD#9053 | 2,700,000.00 |
| 105 TexStar | 658,972.99 |
| 106 Wells Fargo NHs Combined | 248,675.58 |
| 107 Graham InterBank | 667,634.34 |
| 108 Post Oak NHs Combined | 509,266.22 |

| | |
|------------------------|--------------|
| Total Checking/Savings | 5,423,559.44 |
|------------------------|--------------|

Total Current Assets

5,423,559.44

Fixed Assets

| | |
|------------------------------|-------------|
| 120 Equipment | 140,654.96 |
| 125 Accumulated Depreciation | -113,810.64 |

Total Fixed Assets

26,844.32

Other Assets

| | |
|-------------------------------|--------------|
| 110 Sales Tax Receivable | 70,186.82 |
| 117 NH - QIPP Prog Receivable | -716,147.23 |
| 118 Prepaid Expense | 1,675.00 |
| 119 Prepaid IGT | 9,540,977.00 |

Total Other Assets

8,896,691.59

TOTAL ASSETS**14,347,095.35****LIABILITIES & EQUITY**

Liabilities

Current Liabilities

Accounts Payable

| | |
|----------------------|-----------|
| 200 Accounts Payable | 26,723.63 |
|----------------------|-----------|

Total Accounts Payable

26,723.63

Other Current Liabilities

| | |
|--------------------------------|--------------|
| 190 NH Payables Combined | 1,076,053.37 |
| 190. NH Payable - Accruals | 100.00 |
| 210.10 Loan Payable #10 QIPP 1 | 4,007,062.46 |
| 210.12 Loan Payable #12 QIPP | 2,765,389.00 |
| 210.50 Loan Post Oak #2 QIPP | 2,421,500.00 |
| 225 FUTA Tax Payable | 97.43 |
| 230 SUTA Tax Payable | 251.31 |
| 235 Payroll Liabilities | 3,789.83 |

Total Other Current Liabilities

10,274,243.40

Total Current Liabilities

10,300,967.03

Total Liabilities

10,300,967.03

Equity

| | |
|---------------------------------|---------------|
| 300 Net Assets, Capital, net of | 59,503.44 |
| 310 Net Assets-Unrestricted | 5,165,680.85 |
| Retained Earnings | 94,356.11 |
| Net Income | -1,273,412.08 |

Total Equity

4,046,128.32

TOTAL LIABILITIES & EQUITY**14,347,095.35**

Winnie-Stowell Hospital District Profit & Loss Budget vs. Actual

As of November 15, 2017

Accrual Basis

| | Jan - Dec 17 | Budget | \$ Over Budget | % of Budget |
|---------------------------------|----------------------|---------------------|----------------------|---------------|
| Income | | | | |
| 400 Sales Tax Revenue | 412,401.24 | 500,000.00 | -87,598.76 | 82.5% |
| 405 Investment Income | 9,608.89 | 10,000.00 | -391.11 | 96.1% |
| 409 Tobacco Settlement | 11,538.30 | 11,500.00 | 38.30 | 100.3% |
| 410 Other Revenue | 450.00 | 171,000.00 | -170,550.00 | 0.3% |
| 415 Nursing Home - QIPP Program | 0.00 | 5,078,021.00 | -5,078,021.00 | 0.0% |
| Total Income | 433,998.43 | 5,770,521.00 | -5,336,522.57 | 7.5% |
| Expense | | | | |
| 500 Admin-Administrative Salary | 46,000.00 | 48,000.00 | -2,000.00 | 95.8% |
| 501 Admin-Security | 1,100.00 | 1,200.00 | -100.00 | 91.7% |
| 504 Admin-Administrators PR Tax | 6,563.58 | 4,000.00 | 2,563.58 | 164.1% |
| 505 Admin-Board Bonds | 200.00 | 100.00 | 100.00 | 200.0% |
| 515 Admin-Bank Service Charges | 220.00 | 360.00 | -140.00 | 61.1% |
| 521 Professional Fees - Acctng | 22,968.75 | 30,000.00 | -7,031.25 | 76.6% |
| 522 Professional Fees-Auditing | 69,682.80 | 95,000.00 | -25,317.20 | 73.4% |
| 523 Professional Fees - Legal | 143,059.46 | 110,000.00 | 33,059.46 | 130.1% |
| 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. | 450.42 | 20,000.00 | -19,549.58 | 2.3% |
| 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 | 1,805.28 | 3,600.00 | -1,794.72 | 50.1% |
| 572 Admin-Web Site | 649.03 | 1,500.00 | -850.97 | 43.3% |
| 573 Admin-Copier Lease/Contract | 1,714.20 | 1,500.00 | 214.20 | 114.3% |
| 575 Admin-Cell Phone Reimburse | 1,725.00 | 1,800.00 | -75.00 | 95.8% |
| 576 Admin-Telephone/Internet | 1,920.40 | 2,000.00 | -79.60 | 96.0% |
| 591 Admin-Notices & Fees | 21.63 | 100.00 | -78.37 | 21.6% |
| 600 East Chambers ISD Partnersh | 165,000.00 | 180,000.00 | -15,000.00 | 91.7% |
| 601 IC-Pmt to Hosp Equipment | 0.00 | 0.00 | 0.00 | 0.0% |
| 602 IC-WCH 1115 Waiver Prog | 495,526.98 | 496,000.00 | -473.02 | 99.9% |
| 603a IC-Pharmaceutical Costs | 70,669.11 | 73,000.00 | -2,330.89 | 96.8% |
| 603b IC-Referral Costs | 4,248.14 | | | |
| 604 IC-Non Hosp. Cost | 8,760.09 | 300.00 | 8,460.09 | 2,920.0% |
| 605 IC-Office Supplies/Postage | 1,183.00 | 1,100.00 | 83.00 | 107.5% |
| 606 IC-Pmt to Hosp-ER | 34,258.29 | 200,000.00 | -165,741.71 | 17.1% |
| 607 IC-Non Hosp Costs-WSEMS | 40,527.00 | 1,350.00 | 39,177.00 | 3,002.0% |
| 608 IC-Non Hosp Costs-UTMB | 14,243.06 | 10,000.00 | 4,243.06 | 142.4% |
| 611 IC-Indigent Care Dir Salary | 24,075.00 | 25,000.00 | -925.00 | 96.3% |
| 612 IC-Payroll Taxes -Ind Care | 1,997.38 | 2,400.00 | -402.62 | 83.2% |
| 615 IC-Software | 11,649.00 | 12,000.00 | -351.00 | 97.1% |
| 616 IC-Travel | 549.87 | 500.00 | 49.87 | 110.0% |
| 630 NH Program-Mgt Fees | 0.00 | 947,150.00 | -947,150.00 | 0.0% |
| 631 NH Program-IGT | 0.00 | 3,183,725.00 | -3,183,725.00 | 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 | 433,200.00 | -433,200.00 | 0.0% |
| 636 NH Program-Bonds | 450.00 | 450.00 | 0.00 | 100.0% |
| 637 NH Program-Interest Expense | 429,346.41 | 535,000.00 | -105,653.59 | 80.3% |
| 638 NH Program-Bank Fees & Misc | 2,600.00 | 2,600.00 | 0.00 | 100.0% |
| 639 NH Program-Appraisal | 23,593.62 | 23,594.00 | -0.38 | 100.0% |
| 653 Service Fee | 0.00 | 100.00 | -100.00 | 0.0% |
| Payroll Expenses | 8.66 | | | |
| Total Expense | 1,710,583.14 | 6,600,629.00 | -4,890,045.86 | 25.9% |
| Net Income | -1,276,584.71 | -830,108.00 | -446,476.71 | 153.8% |

Winnie-Stowell Hospital District
Open Invoices for Approval
As of November 15, 2017

Accrual Basis

| Type | Date | Num | Name | Memo | Amount |
|-----------------------------|------------|-----|----------------------------|----------------------------|------------------|
| 200 Accounts Payable | | | | | |
| Bill | 11/15/2017 | | American Education... | S Stern Acct 92 5529 54... | 150.14 |
| Bill | 11/15/2017 | | Benckenstein & Oxf... | | 0.00 |
| Bill | 11/15/2017 | | Brookshire Brothers | IC Batch Date 10.31 | 8,790.02 |
| Bill | 11/15/2017 | | Carroll R Hand Insur... | Inv # 14080 Bond E Mur... | 50.00 |
| Bill | 11/15/2017 | | Carroll R Hand Insur... | Inv #14081 Bond J Rollo | 50.00 |
| Bill | 11/15/2017 | | David Sticker | Inv # 19922 | 2,156.25 |
| Bill | 11/15/2017 | | Function 4 Ccontract (f... | | 0.00 |
| Bill | 11/15/2017 | | Hubert Oxford | 1/2 Retainer | 500.00 |
| Bill | 11/15/2017 | | Indigent Healthcare ... | Inv # 65046 | 1,059.00 |
| Bill | 11/15/2017 | | Josh Heinz | 1/2 Retainer | 500.00 |
| Bill | 11/15/2017 | | Prosperity Bank (CC) | Oct Invoice | 142.87 |
| Bill | 11/15/2017 | | UTMB at Galveston | IC Batch Date 10.31 | 8,436.56 |
| Bill | 11/15/2017 | | UTMB Faculty Grou... | IC Batch Date 10.31 | 3,641.96 |
| Bill | 11/15/2017 | | Wilcox Pharmacy | IC Batch Date 10.31 | 1,246.83 |
| Total 200 Accounts Payable | | | | | 26,723.63 |
| TOTAL | | | | | 26,723.63 |

Winnie-Stowell Hospital District

11/15/2017 12:28 PM

Register: 100 Prosperity Bank -Checking

From 10/18/2017 through 11/14/2017

Sorted by: Date, Type, Number/Ref

| Date | Number | Payee | Account | Memo | Payment | C | Deposit | Balance |
|------------|--------|---------------------------|----------------------------|--------------------|-----------|---|------------|------------|
| 10/18/2017 | | | 190 NH Payables Comb... | Wire Transfer ... | | X | 6,256.23 | 341,715.68 |
| 10/18/2017 | 2271 | American Education ... | 200 Accounts Payable | 92 5529 5461 | 150.14 | X | | 341,565.54 |
| 10/18/2017 | 2272 | Benckenstein & Oxford | 200 Accounts Payable | Inv # 48696 (Ju... | 14,850.00 | X | | 326,715.54 |
| 10/18/2017 | 2273 | Brookshire Brothers | 200 Accounts Payable | IC RX Sept 2017 | 4,956.90 | X | | 321,758.64 |
| 10/18/2017 | 2274 | Carroll R Hand Insura... | 200 Accounts Payable | Inv 14007 - Bo... | 50.00 | X | | 321,708.64 |
| 10/18/2017 | 2275 | David Sticker | 200 Accounts Payable | Inv 19882 | 2,062.50 | X | | 319,646.14 |
| 10/18/2017 | 2276 | Function 4 Cotract (fk... | 200 Accounts Payable | 3A0064 | 38.49 | X | | 319,607.65 |
| 10/18/2017 | 2277 | Hubert Oxford | 200 Accounts Payable | 1/2 Legal Retai... | 500.00 | X | | 319,107.65 |
| 10/18/2017 | 2278 | Indigent Healthcare S... | 200 Accounts Payable | Inv 64893 | 1,059.00 | X | | 318,048.65 |
| 10/18/2017 | 2279 | Johnston LLC | 200 Accounts Payable | Inv 0003750 | 7,173.73 | X | | 310,874.92 |
| 10/18/2017 | 2280 | Josh Heinz | 200 Accounts Payable | 1/2 Legal Retai... | 500.00 | X | | 310,374.92 |
| 10/18/2017 | 2281 | Quill Corporation | 200 Accounts Payable | C7769473 | 177.16 | X | | 310,197.76 |
| 10/18/2017 | 2282 | UTMB at Galveston | 200 Accounts Payable | IC Referrals | 3,569.16 | X | | 306,628.60 |
| 10/18/2017 | 2283 | UTMB Faculty Group... | 200 Accounts Payable | For Batch date ... | 678.98 | X | | 305,949.62 |
| 10/18/2017 | 2284 | Wilcox Pharmacy | 200 Accounts Payable | IC RX Sept 2017 | 1,164.64 | X | | 304,784.98 |
| 10/18/2017 | 2285 | Tony King | 200 Accounts Payable | RM Security | 100.00 | | | 304,684.98 |
| 10/19/2017 | | | 190 NH Payables Comb... | Pd to G CB | 93,511.20 | X | | 211,173.78 |
| 10/19/2017 | | | 190 NH Payables Comb... | Wire Transfer F... | 20.00 | X | | 211,153.78 |
| 10/19/2017 | 2286 | Prosperity Bank (CC) | 200 Accounts Payable | 2704 | 425.96 | X | | 210,727.82 |
| 10/19/2017 | | QuickBooks Payroll S... | Direct Deposit Liabilities | Created by Payr... | 2,370.66 | X | | 208,357.16 |
| 10/20/2017 | DD1074 | Jimenez, Deyanira | -split- | Direct Deposit | | X | | 208,357.16 |
| 10/20/2017 | DD1075 | Norris, Sherrie | -split- | Direct Deposit | | X | | 208,357.16 |
| 10/23/2017 | | | 190 NH Payables Comb... | Wire Transfer ... | | X | 21,546.60 | 229,903.76 |
| 10/24/2017 | | | 190 NH Payables Comb... | Wire Transfer ... | | X | 600.04 | 230,503.80 |
| 10/31/2017 | | | 405 Investment Income | Accr Earning P... | | X | 60.38 | 230,564.18 |
| 11/01/2017 | | | 190 NH Payables Comb... | Due to G TW | | M | 4,736.82 | 235,301.00 |
| 11/01/2017 | | | 190 NH Payables Comb... | Wire Transfer ... | | M | 1,973.24 | 237,274.24 |
| 11/02/2017 | | | 190 NH Payables Comb... | Due to G TW | | M | 133,831.93 | 371,106.17 |
| 11/02/2017 | | QuickBooks Payroll S... | Direct Deposit Liabilities | Created by Payr... | 2,388.45 | | | 368,717.72 |
| 11/03/2017 | | | 190 NH Payables Comb... | Due to G TW | | M | 21,681.20 | 390,398.92 |
| 11/03/2017 | | | 190 NH Payables Comb... | Due to G CB | | M | 23,909.95 | 414,308.87 |
| 11/03/2017 | DD1076 | Jimenez, Deyanira | -split- | Direct Deposit | | | | 414,308.87 |
| 11/03/2017 | DD1077 | Norris, Sherrie | -split- | Direct Deposit | | | | 414,308.87 |
| 11/06/2017 | | | 190 NH Payables Comb... | Due to G CB | | M | 38,146.66 | 452,455.53 |
| 11/08/2017 | | | 190 NH Payables Comb... | Due to G CB | | M | 11,817.61 | 464,273.14 |
| 11/08/2017 | 995023 | ECISD | 600 East Chambers ISD... | Check | 15,000.00 | M | | 449,273.14 |
| 11/10/2017 | | | 400 Sales Tax Revenue | ACH Deposit C... | | M | 51,786.95 | 501,060.09 |
| 11/10/2017 | | IRS | 504 Admin-Administrat... | ACH Payment I... | 1,556.68 | M | | 499,503.41 |
| 11/13/2017 | | | 190 NH Payables Comb... | Due to G CB | | M | 34,752.05 | 534,255.46 |



30802903592201



RECEIVED
NOV 14 2017

November 4, 2017

MONTHLY BILL

Name: SHERRY STERN
Account Number: 92 5529 5461

| Payment Summary | |
|--------------------------------|-----------------|
| Last Payment Received | 10/23/2017 |
| Current Payment Due | \$150.14 |
| Total Due by 11/25/2017 | \$150.14 |

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 | \$6,982.38 | \$8.60 | 3.750% | \$90.67 | \$90.67 |
| *1001 | 11/29/2006 | UNCNS | \$8,625.28 | \$4,579.54 | \$5.64 | 3.750% | \$59.47 | \$59.47 |

Outstanding interest accrued as of 11/04/2017

*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 fee will be assessed.

| Received After This Date | Late Fee to be Assessed |
|--------------------------|-------------------------|
| 12/09/2017 | \$7.50 |

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 an email reminder instead of a paper statement.

| Total paid since your last statement | \$150.14 |
|--------------------------------------|----------|
| Interest Satisfied | \$33.58 |
| Principal Satisfied | \$116.56 |

| As of today, you've paid on your loans | \$12,161.34 |
|--|-------------|
| Total Interest Satisfied | \$4,019.81 |
| Total Principal Satisfied | \$8,141.53 |

You may be required to remit your full monthly installment amount, even if your loan(s) are paid ahead, in order to maintain reduced interest rate eligibility under any applicable Repayment Incentive Program and to not affect your eligibility for other borrower benefits, such as cosigner release offered by your lender(s). Contact us for details.

Make checks payable to American Education Services and include your 10 digit account number.

Customer Statement (IF LATE, SEE ABOVE)

Amount Enclosed: Do not write dollar sign in boxes below or on check.

Account Number:

Due Date:

Total Amount Due:

92 5529 5461

11/25/2017

\$

\$150.14

2017308019255295461100001501400000000000000001



#BWNDHKB
#B612 1327 2511 04L8#
SHERRY STERN
9302 EAGLES LNDG
MAGNOLIA TX 77354-6865



AMERICAN EDUCATION SERVICES
PAYMENT CENTER
HARRISBURG PA 17130-0001

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 10/31/17-10/31/17

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

Vendor #: 65460

| GL # | Description | Amount |
|--------------------------|-------------|-----------------|
| WSHD | Wshd | 8,790.02 |
| Expenditures | | 8,790.02 |
| Reimb/Adjustments | | 0.00 |
| Grand Total | | 8,790.02 |

36 total invoices

GL Totals Detail

| Invoice # | GL # | Date in | Amt Billed | Amt Paid | Posted |
|-------------------|------|----------|------------|----------|--------|
| 036-2749*65460*29 | WSHD | 10/03/17 | 7.50 | 7.50 | |
| 036-2749*65460*29 | WSHD | 10/03/17 | 25.00 | 25.00 | |
| 036-2749*65460*29 | WSHD | 10/09/17 | 11.63 | 11.63 | |
| 036-2811*65460*25 | WSHD | 10/04/17 | 45.77 | 45.77 | |
| 036-2811*65460*25 | WSHD | 10/06/17 | 2,999.00 | 2,545.35 | |
| 036-2815*65460*4 | WSHD | 10/31/17 | 5.00 | 5.00 | |
| 036-2815*65460*4 | WSHD | 10/09/17 | 15.00 | 15.00 | |
| 036-2815*65460*4 | WSHD | 10/09/17 | 34.00 | 31.90 | |
| 036-2815*65460*4 | WSHD | 10/09/17 | 5.00 | 5.00 | |
| 036-2815*65460*4 | WSHD | 10/09/17 | 34.40 | 34.40 | |
| 036-2815*65460*4 | WSHD | 10/09/17 | 5.00 | 5.00 | |
| 036-2815*65460*4 | WSHD | 10/09/17 | 35.35 | 35.35 | |
| 036-2821*65460*8 | WSHD | 10/05/17 | 147.02 | 147.02 | |
| 036-2821*65460*8 | WSHD | 10/05/17 | 11.85 | 11.85 | |
| 036-2821*65460*8 | WSHD | 10/11/17 | 33.57 | 33.57 | |
| 036-2856*65460*13 | WSHD | 10/18/17 | 307.21 | 257.33 | |
| 036-2856*65460*13 | WSHD | 10/18/17 | 25.00 | 25.00 | |
| 036-2929*65460*8 | WSHD | 10/02/17 | 244.25 | 244.25 | |
| 036-2929*65460*8 | WSHD | 10/02/17 | 12.00 | 12.00 | |
| 036-2929*65460*8 | WSHD | 10/02/17 | 47.91 | 47.91 | |
| 036-2945*65460*4 | WSHD | 10/13/17 | 32.09 | 32.09 | |
| 036-2945*65460*4 | WSHD | 10/27/17 | 20.90 | 20.90 | |
| 036-2945*65460*4 | WSHD | 10/27/17 | 51.22 | 51.22 | |
| 036-2945*65460*4 | WSHD | 10/27/17 | 14.66 | 14.66 | |
| 036-3372*65460*9 | WSHD | 10/17/17 | 56.96 | 56.96 | |
| 036-3372*65460*9 | WSHD | 10/17/17 | 27.16 | 27.16 | |
| 036-3372*65460*9 | WSHD | 10/17/17 | 38.91 | 38.91 | |
| 036-3372*65460*9 | WSHD | 10/21/17 | 5.00 | 5.00 | |
| 036-3413*65460*22 | WSHD | 10/06/17 | 40.25 | 40.25 | |
| 036-3413*65460*22 | WSHD | 10/27/17 | 5.00 | 5.00 | |
| 036-3414*65460*5 | WSHD | 10/24/17 | 12.00 | 12.00 | |
| 036-3414*65460*5 | WSHD | 10/24/17 | 5.00 | 5.00 | |
| 036-3426*65460*29 | WSHD | 10/06/17 | 71.56 | 71.56 | |
| 036-3426*65460*29 | WSHD | 10/19/17 | 7.90 | 7.90 | |

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 10/31/17-10/31/17

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

Vendor #: 65460

| Invoice # | GL # | Date in | Amt Billed | Amt Paid | Posted |
|--------------------|------|----------|------------|----------|--------|
| 036-3432*65460*21 | WSHD | 10/19/17 | 30.00 | 30.00 | |
| 036-3432*65460*21 | WSHD | 10/19/17 | 25.86 | 25.86 | |
| 036-3432*65460*21 | WSHD | 10/19/17 | 5.00 | 5.00 | |
| 036-3432*65460*21 | WSHD | 10/19/17 | 5.00 | 5.00 | |
| 036--3424*65460*17 | WSHD | 10/04/17 | 10.00 | 10.00 | |
| 036--3424*65460*17 | WSHD | 10/04/17 | 30.30 | 30.30 | |
| 036--3424*65460*17 | WSHD | 10/04/17 | 210.32 | 174.97 | |
| 1000*65460*19 | WSHD | 09/28/17 | 12.00 | 12.00 | |
| 1011*65460*21 | WSHD | 10/02/17 | 929.48 | 763.44 | |
| 1011*65460*21 | WSHD | 10/02/17 | 763.41 | 645.12 | |
| 1011*65460*21 | WSHD | 10/02/17 | 81.64 | 81.64 | |
| 1019*65460*15 | WSHD | 10/30/17 | 71.80 | 53.78 | |
| 1019*65460*15 | WSHD | 10/30/17 | 54.49 | 54.49 | |
| 1019*65460*15 | WSHD | 10/30/17 | 25.86 | 25.86 | |
| 1023*65460*7 | WSHD | 10/31/17 | 5.00 | 5.00 | |
| 1023*65460*7 | WSHD | 10/18/17 | 44.55 | 44.55 | |
| 1023*65460*7 | WSHD | 10/23/17 | 21.74 | 21.74 | |
| 1030*65460*15 | WSHD | 10/02/17 | 38.89 | 38.89 | |
| 1030*65460*15 | WSHD | 10/11/17 | 108.75 | 108.75 | |
| 1030*65460*15 | WSHD | 10/11/17 | 28.31 | 28.31 | |
| 1038*65460*11 | WSHD | 10/02/17 | 1,499.69 | 1,158.46 | |
| 1038*65460*11 | WSHD | 10/02/17 | 51.85 | 51.85 | |
| 1038*65460*11 | WSHD | 10/02/17 | 46.79 | 46.79 | |
| 1043*65460*9 | WSHD | 10/02/17 | 10.00 | 10.00 | |
| 1043*65460*9 | WSHD | 10/16/17 | 45.41 | 45.41 | |
| 1043*65460*9 | WSHD | 10/09/17 | 5.00 | 5.00 | |
| 1043*65460*9 | WSHD | 10/16/17 | 10.00 | 10.00 | |
| 1043*65460*9 | WSHD | 10/09/17 | 41.02 | 41.02 | |
| 1043*65460*9 | WSHD | 10/23/17 | 10.00 | 10.00 | |
| 1046*65460*8 | WSHD | 10/02/17 | 33.76 | 33.76 | |
| 1046*65460*8 | WSHD | 10/02/17 | 10.00 | 10.00 | |
| 1046*65460*8 | WSHD | 10/06/17 | 5.00 | 5.00 | |
| 1046*65460*8 | WSHD | 10/04/17 | 25.86 | 25.86 | |
| 1046*65460*8 | WSHD | 10/02/17 | 13.02 | 13.02 | |
| 1046*65460*8 | WSHD | 10/04/17 | 11.00 | 11.00 | |
| 1046*65460*8 | WSHD | 10/04/17 | 27.07 | 27.07 | |
| 1049*65460*7 | WSHD | 10/02/17 | 85.07 | 85.07 | |
| 1049*65460*7 | WSHD | 10/03/17 | 39.96 | 39.96 | |
| 1049*65460*7 | WSHD | 10/07/17 | 38.00 | 19.83 | |
| 1051*65460*4 | WSHD | 10/10/17 | 25.00 | 25.00 | |
| 1051*65460*4 | WSHD | 10/05/17 | 64.88 | 64.88 | |
| 1051*65460*4 | WSHD | 10/05/17 | 5.00 | 5.00 | |
| 1054*65460*6 | WSHD | 10/02/17 | 10.00 | 10.00 | |
| 1054*65460*6 | WSHD | 10/02/17 | 5.00 | 5.00 | |
| 1054*65460*6 | WSHD | 10/02/17 | 15.00 | 15.00 | |
| 1054*65460*6 | WSHD | 10/02/17 | 5.00 | 5.00 | |
| 1055*65460*6 | WSHD | 10/19/17 | 84.30 | 84.30 | |

GL Totals

Issued 11/14/17

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 10/31/17-10/31/17

Brookshire Bros. Phar. (winnie)

Vendor #: 65460

P.o. Box 1359

Winnie, TX 77665

| Invoice # | GL # | Date in | Amt Billed | Amt Paid | Posted |
|--------------|------|----------|------------------|-----------------|--------|
| 1056*65460*4 | WSHD | 10/24/17 | 24.00 | 24.00 | |
| 1056*65460*4 | WSHD | 10/27/17 | 78.75 | 78.75 | |
| 1058*65460*2 | WSHD | 10/21/17 | 16.99 | 16.99 | |
| 1061*65460*3 | WSHD | 10/13/17 | 25.00 | 25.00 | |
| 1061*65460*3 | WSHD | 10/10/17 | 11.37 | 11.37 | |
| 1063*65460*4 | WSHD | 10/31/17 | 10.00 | 10.00 | |
| 1063*65460*4 | WSHD | 10/31/17 | 18.01 | 18.01 | |
| 1063*65460*4 | WSHD | 10/31/17 | 64.53 | 64.53 | |
| 1064*65460*4 | WSHD | 10/05/17 | 5.00 | 5.00 | |
| 1064*65460*4 | WSHD | 10/05/17 | 5.00 | 5.00 | |
| 1067*65460*3 | WSHD | 10/03/17 | 259.95 | 195.58 | |
| 1069*65460*1 | WSHD | 10/17/17 | 20.37 | 20.37 | |
| 1069*65460*1 | WSHD | 10/17/17 | 12.99 | 12.99 | |
| 1072*65460*3 | WSHD | 10/03/17 | 10.68 | 10.68 | |
| 1077*65460*2 | WSHD | 10/11/17 | 70.62 | 56.23 | |
| 1078*65460*2 | WSHD | 10/05/17 | 116.13 | 116.13 | |
| 1078*65460*2 | WSHD | 10/05/17 | 81.75 | 81.75 | |
| 1078*65460*2 | WSHD | 10/05/17 | 24.00 | 24.00 | |
| 1079*65460*2 | WSHD | 10/10/17 | 51.22 | 51.22 | |
| | *** | | 10,071.51 | 8,790.02 | |
| | *** | | 10,071.51 | 8,790.02 | |

100 records listed

36 total invoices

Carroll R. Hand Insurance Agency

P O Drawer 1000
Anahuac TX 77514
Phone: (409) 267-3115

Fax: (409) 267-3451

November 1, 2017

RECEIVED

NOV 03 2017

Insured: Winnie Stowell Hospital
District
Company: Merchants Bonding
Company
Policy Number: TX 804413
Policy Period: DEC 10 2017 To
DEC 10 2018

Attention: Sherry Norris
Winnie Stowell Hospital District
P.O. Box 1997
Winnie TX 77665


Re: Murrell and Rollo bond renewal

Dear Sherry:

Enclosed are the renewal invoices for Edward and Jeff. Please remit payment prior to December 10, 2017 to avoid a lapse in coverage.

Feel free to contact me with any questions or concerns.

Thank you,


Dana Finn
Office Manager

DF

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

Date Printed: NOV 1 2017

Invoice Number: 14080
CLIENT#: 2133

Due Date: DEC 10 2017
Total amount due: \$50.00

Remit To:

Carroll R. Hand Insurance Agency
P O Drawer 1000
Anahuac, TX 77514

Amount of remittance: \$ _____

Please return this portion with payment

Invoice Date: DEC 10 2017

Type: A

Invoice # 14080

| Trans Code | Coverage Eff Date | Policy# | Line of Business | Description | Amount |
|------------|-------------------|-----------|------------------|-----------------------------|---------|
| RE | DEC 10 2017 | TX 804414 | Surety Bonds | Renewal Edward Murrell bond | \$50.00 |

TOTAL AMOUNT DUE: \$50.00

Carroll R. Hand Insurance Agency
P O Drawer 1000
Anahuac, TX 77514

PHONE : (409) 267-3115

FAX: (409) 267-3451

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

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

Date Printed: NOV 1 2017

Invoice Number: 14081

CLIENT#: 2133

Due Date: DEC 10 2017

Total amount due: \$50.00

Amount of remittance: \$ _____

Remit To:

Carroll R. Hand Insurance Agency

P O Drawer 1000
Anahuac, TX 77514

Please return this portion with payment

Invoice Date: DEC 10 2017

Type: A

Invoice # 14081

| Trans Code | Coverage Eff Date | Policy# | Line of Business | Description | Amount |
|------------|-------------------|-----------|------------------|-------------------------|---------|
| RE | DEC 10 2017 | TX 804413 | Surety Bonds | Renewal Jeff Rollo bond | \$50.00 |

TOTAL AMOUNT DUE: \$50.00

Carroll R. Hand Insurance Agency

P O Drawer 1000
Anahuac, TX 77514

PHONE : (409) 267-3115

FAX: (409) 267-3451

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

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

11/14/2017

Invoice # 19922

Professional Services

| | <u>Amount</u> |
|---|--------------------------|
| 11/14/17 10-18-17 Assist in preparing reports for Board meeting and make necessary adjustments. 1.75 Hrs. | 2,156.25 |
| 10-18-17 Review reports, make modifications and attend Board meeting. 4.50 Hrs. | |
| 10-30-17 Prepare quarterly payroll reports. File TWC on-Line. (Includes payroll review and tax deposits) 3.00 Hrs. | |
| 11-6-17 Work on bank transfers and proper matching and coding of deposits. 4.25 Hrs. | |
| 11-13-17 Work with Hubert on Cash Flow and various matters affecting the District finances. Additional analysis of QIPP cash flow projections per spreadsheet. 3.75 Hrs. | |
| TOTAL HRS 17.25 @ \$125.00 = \$2,156.25 | |
| For professional services rendered | <u>\$2,156.25</u> |
| Balance due | <u><u>\$2,156.25</u></u> |

Invoices Due Upon Receipt

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

November 7, 2017

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

Re: Invoice and Draft Minutes for October 18 2017 Regular Meeting; and Special Meeting Minutes of October 30, 2017; Our File No. 87250.

Dear President Murrell,

Attached, please find the draft minutes for October 18, 2017 Regular Meeting; and Special Meeting minutes of October 30, 2017. 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 October 2017. We would request that you put this invoice in line for payment at the October 18, 2017 Regular meeting. When we submit our time invoice for October 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

NOV 03 2017

Invoice # 65046

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

Date: 11/1/2017

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

Terms: Net receipt of invoice

| | |
|--|----------|
| Professional services for the month of December 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



RECEIVED

NOV 06 2017

CC

WINNIE STOWELL HOSPITAL

Account Number: XXXX XXXX XXXX 2704

ACCOUNT SUMMARY

| | |
|-----------------------------|------------------|
| Credit Limit | \$10,000.00 |
| Credit Available | \$9,857.00 |
| Statement Closing Date | October 31, 2017 |
| Days in Billing Cycle | 31 |
| Previous Balance | \$425.96 |
| - Payments & Credits | \$425.96 |
| + Purchases & Other Charges | \$142.87 |
| + Cash Advances | \$0.00 |
| + Finance Charges | \$0.00 |
| = New Balance | \$142.87 |

PAYMENT INFORMATION

| | |
|---------------------|-------------------|
| New Balance | \$142.87 |
| Minimum Payment Due | \$20.00 |
| Payment Due Date | November 25, 2017 |

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

Notice: SEE REVERSE SIDE FOR MORE IMPORTANT INFORMATION

TRANSACTIONS

| Tran Date | Post Date | Reference Number | Transaction Description | Amount |
|-----------|-----------|-------------------|---|---------|
| | | | TOTAL 4054692000142704 \$425.96- | |
| 10/26 | 10/26 | 74217039BEHNF3SY1 | PAYMENT- MAIL THANK YOU ABILENE TX | 425.96- |
| | | | SHERRIE NORRIS | |
| | | | TOTAL 4054692000142720 \$142.87 | |
| 09/30 | 10/01 | 24692168H2XX68A7F | Intuit *PayrollEE usag 800-446-8848 CA | 4.33 |
| | | | MCC: 5734 MERCHANT ZIP: 92129 | |
| 10/01 | 10/01 | 24692168J2XKS6QBR | GOOGLE *SVCSAPPS_wshd- cc@google.com CA | 20.00 |
| | | | MCC: 7311 MERCHANT ZIP: 94043 | |
| 10/02 | 10/02 | 24445008L00D7KORR | USPS PO 4898150665 WINNIE TX | 98.00 |
| | | | MCC: 9402 MERCHANT ZIP: 77665 | |
| 10/05 | 10/05 | 24610438P03PXRZJF | ADOBE *ACROPRO SUBS 800-833-6687 CA | 16.21 |
| | | | MCC: 5734 MERCHANT ZIP: 95110 | |
| 10/30 | 10/30 | 24692169F5V2QWT13 | Intuit *PayrollEE usag 800-446-8848 CA | 4.33 |
| | | | MCC: 5734 MERCHANT ZIP: 92129 | |

payroll expenses
572 website emails
571 / 605 stamps
571 Admin office
Payroll expenses

1031 0001 VVG 002 7 31 171031 0 PAGE 1 of 2 10 3191 2000 CORP 697

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 | November 25, 2017 |
| New Balance | \$142.87 |
| Minimum Payment Due | \$20.00 |
| Past Due Amount | \$0.00 |

Make Check
 Payable to:

Amount Enclosed: \$

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

697

PROSPERITY BANK
 PO BOX 660525
 DALLAS TX 75266-0525

405469200014270400002000000142877

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 10/31/17-10/31/17

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

Vendor #: 63614

| GL # | Description | Amount |
|------|--------------------------|-----------------|
| WSHD | Wshd | 8,436.56 |
| | Expenditures | 8,436.56 |
| | Reimb/Adjustments | 0.00 |
| | Grand Total | 8,436.56 |

13 total invoices

GL Totals Detail

| Invoice # | GL # | Date in | Amt Billed | Amt Paid | Posted |
|------------------|------|----------|------------------|-----------------|--------|
| 036-2811*63614*2 | WSHD | 08/07/17 | 321.00 | 89.88 | |
| 036-2811*63614*3 | WSHD | 09/12/17 | 323.00 | 90.44 | |
| 036-2856*63614*1 | WSHD | 09/18/17 | 51.00 | 14.28 | |
| 036-2856*63614*1 | WSHD | 09/18/17 | 80.00 | 22.40 | |
| 036-2856*63614*1 | WSHD | 09/18/17 | 110.00 | 30.80 | |
| 036-2856*63614*1 | WSHD | 09/18/17 | 75.00 | 21.00 | |
| 036-2856*63614*1 | WSHD | 09/18/17 | 216.00 | 60.48 | |
| 036-2856*63614*1 | WSHD | 09/18/17 | 93.00 | 26.04 | |
| 036-2856*63614*1 | WSHD | 09/18/17 | 93.00 | 26.04 | |
| 036-2856*63614*1 | WSHD | 09/18/17 | 83.00 | 23.24 | |
| 036-2856*63614*1 | WSHD | 09/18/17 | 95.00 | 26.60 | |
| 036-2856*63614*1 | WSHD | 09/18/17 | 60.00 | 16.80 | |
| 036-2856*63614*1 | WSHD | 09/18/17 | 31.00 | 8.68 | |
| 036-2856*63614*1 | WSHD | 09/18/17 | 443.00 | 124.04 | |
| 036-3067*63614*2 | WSHD | 09/14/17 | 10,196.91 | 2,855.13 | |
| 036-3426*63614*1 | WSHD | 09/15/17 | 443.00 | 124.04 | |
| 036-3426*63614*1 | WSHD | 09/15/17 | 314.00 | 87.92 | |
| 1008*63614*1 | WSHD | 09/18/17 | 323.00 | 90.44 | |
| 1008*63614*1 | WSHD | 09/18/17 | 235.00 | 65.80 | |
| 1030*63614*1 | WSHD | 09/14/17 | 5.00 | 1.40 | |
| 1030*63614*1 | WSHD | 09/14/17 | 1,828.00 | 511.84 | |
| 1035*63614*2 | WSHD | 09/21/17 | 1,828.00 | 511.84 | |
| 1069*63614*3 | WSHD | 09/20/17 | 323.00 | 90.44 | |
| 1069*63614*3 | WSHD | 09/20/17 | 1,828.00 | 511.84 | |
| 1069*63614*3 | WSHD | 09/20/17 | 1,828.00 | 511.84 | |
| 1070*63614*1 | WSHD | 09/07/17 | 323.00 | 90.44 | |
| 1072*63614*1 | WSHD | 09/21/17 | 323.00 | 90.44 | |
| 1072*63614*2 | WSHD | 09/25/17 | 7,762.69 | 2,173.55 | |
| 1074*63614*1 | WSHD | 09/14/17 | 235.00 | 65.80 | |
| 1074*63614*1 | WSHD | 09/14/17 | 261.00 | 73.08 | |
| | *** | | 30,130.60 | 8,436.56 | |
| | *** | | 30,130.60 | 8,436.56 | |

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 10/31/17-10/31/17

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

Vendor #: 63614

| Invoice # | GL # | Date in | Amt Billed | Amt Paid | Posted |
|------------------|-------------|----------------|-------------------|-----------------|---------------|
|------------------|-------------|----------------|-------------------|-----------------|---------------|

30 records listed.
13 total invoices

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 10/31/17-10/31/17

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

Vendor #: 63615
 NPI: 1942241146

| GL # | Description | Amount |
|--------------------------|-------------|-----------------|
| WSHD | Wshd | 3,641.96 |
| Expenditures | | 3,641.96 |
| Reimb/Adjustments | | 0.00 |
| Grand Total | | 3,641.96 |

10 total invoices

GL Totals Detail

| Invoice # | GL # | Date in | Amt Billed | Amt Paid | Posted |
|------------------|------|----------|-----------------|-----------------|--------|
| 036-2811*63615*2 | WSHD | 09/12/17 | 270.00 | 56.08 | |
| 036-3067*63615*1 | WSHD | 09/07/17 | 93.00 | 34.64 | |
| 036-3067*63615*1 | WSHD | 09/14/17 | 294.00 | 294.00 | |
| 036-3067*63615*1 | WSHD | 09/14/17 | 560.00 | 385.00 | |
| 036-3067*63615*1 | WSHD | 09/14/17 | 186.00 | 55.36 | |
| 036-3067*63615*1 | WSHD | 09/14/17 | 1,378.00 | 385.84 | |
| 036-3067*63615*1 | WSHD | 09/14/17 | 1,225.00 | 237.05 | |
| 1008*63615*1 | WSHD | 09/18/17 | 415.00 | 95.54 | |
| 1035*63615*2 | WSHD | 09/21/17 | 168.00 | 62.87 | |
| 1056*63615*1 | WSHD | 08/02/17 | 195.00 | 73.14 | |
| 1063*63615*1 | WSHD | 08/03/17 | 183.00 | 68.00 | |
| 1063*63615*1 | WSHD | 08/03/17 | 195.00 | 73.14 | |
| 1063*63615*1 | WSHD | 08/03/17 | 195.00 | 73.14 | |
| 1069*63615*2 | WSHD | 09/20/17 | 168.00 | 62.87 | |
| 1069*63615*2 | WSHD | 09/20/17 | 270.00 | 56.08 | |
| 1069*63615*2 | WSHD | 09/20/17 | 183.00 | 68.00 | |
| 1072*63615*1 | WSHD | 09/25/17 | 336.00 | 336.00 | |
| 1072*63615*1 | WSHD | 09/25/17 | 30.00 | 11.45 | |
| 1072*63615*1 | WSHD | 09/25/17 | 1,458.00 | 400.00 | |
| 1072*63615*1 | WSHD | 09/25/17 | 640.00 | 440.00 | |
| 1072*63615*1 | WSHD | 09/21/17 | 273.00 | 65.29 | |
| 1074*63615*1 | WSHD | 09/14/17 | 23.00 | 7.70 | |
| 1074*63615*1 | WSHD | 09/14/17 | 273.00 | 65.29 | |
| 1077*63615*1 | WSHD | 09/26/17 | 273.00 | 76.44 | |
| 1077*63615*1 | WSHD | 09/26/17 | 568.00 | 159.04 | |
| | *** | | 9,852.00 | 3,641.96 | |
| | *** | | 9,852.00 | 3,641.96 | |

25 records listed.
10 total invoices

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 10/31/17-10/31/17

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

Vendor #: 18651

| GL # | Description | Amount |
|--------------------------|-------------|-----------------|
| WSHD | Wshd | 1,246.83 |
| Expenditures | | 1,246.83 |
| Reimb/Adjustments | | 0.00 |
| Grand Total | | 1,246.83 |

8 total invoices

GL Totals Detail

| Invoice # | GL # | Date in | Amt Billed | Amt Paid | Posted |
|-------------------|------|----------|-----------------|-----------------|--------|
| 036-2783*18651*77 | WSHD | 10/26/17 | 177.06 | 97.18 | |
| 036-2783*18651*77 | WSHD | 10/26/17 | 95.69 | 46.26 | |
| 036-2783*18651*77 | WSHD | 10/26/17 | 81.87 | 39.84 | |
| 036-2833*18651*93 | WSHD | 10/04/17 | 373.81 | 175.02 | |
| 036-2942*18651*75 | WSHD | 10/21/17 | 29.75 | 29.75 | |
| 036-2942*18651*75 | WSHD | 10/21/17 | 43.09 | 21.42 | |
| 036-2942*18651*75 | WSHD | 10/21/17 | 387.68 | 306.35 | |
| 036-3364*18651*44 | WSHD | 10/26/17 | 20.00 | 20.00 | |
| 036-3364*18651*44 | WSHD | 10/26/17 | 54.86 | 54.86 | |
| 036-3364*18651*44 | WSHD | 10/26/17 | 23.62 | 12.76 | |
| 036-3364*18651*44 | WSHD | 10/26/17 | 22.85 | 22.85 | |
| 036-3364*18651*44 | WSHD | 10/26/17 | 24.00 | 24.00 | |
| 1020*18651*15 | WSHD | 10/03/17 | 205.68 | 97.18 | |
| 1020*18651*15 | WSHD | 10/03/17 | 85.33 | 41.44 | |
| 1035*18651*4 | WSHD | 10/07/17 | 39.39 | 19.68 | |
| 1035*18651*4 | WSHD | 10/06/17 | 129.50 | 9.51 | |
| 1035*18651*4 | WSHD | 10/07/17 | 76.61 | 37.40 | |
| 1040*18651*9 | WSHD | 10/05/17 | 93.32 | 45.16 | |
| 1040*18651*9 | WSHD | 10/16/17 | 57.72 | 57.72 | |
| 1040*18651*9 | WSHD | 10/11/17 | 47.32 | 47.32 | |
| 1060*18651*2 | WSHD | 10/23/17 | 75.60 | 36.94 | |
| 1060*18651*2 | WSHD | 10/23/17 | 9.77 | 4.19 | |
| *** | | | 2,154.52 | 1,246.83 | |
| *** | | | 2,154.52 | 1,246.83 | |

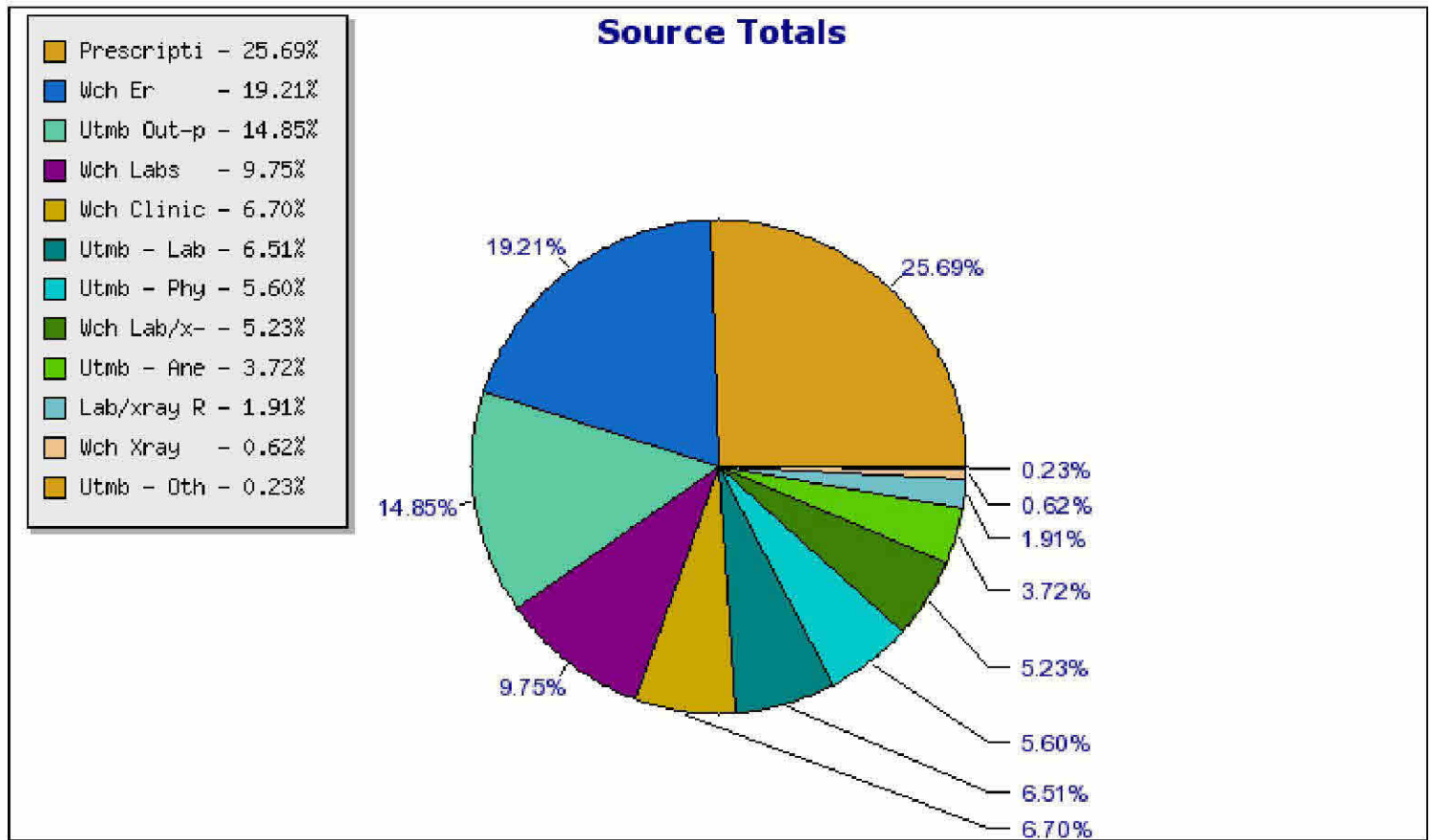
22 records listed.
8 total invoices

Exhibit “C”

Source Totals for Batch Dates 10/01/2017 through 10/31/2017

| | | |
|----------------------------|--------|-------------|
| Prescription Drugs | 25.69% | \$10,036.85 |
| Wch Er | 19.21% | \$7,504.23 |
| Utmb Out-patient | 14.85% | \$5,802.04 |
| Wch Labs | 9.75% | \$3,808.49 |
| Wch Clinic | 6.70% | \$2,616.05 |
| Utmb - Lab/x-ray | 6.51% | \$2,543.24 |
| Utmb - Physician Services | 5.60% | \$2,186.96 |
| Wch Lab/x-ray | 5.23% | \$2,043.44 |
| Utmb - Anesthesia Services | 3.72% | \$1,455.00 |
| Lab/xray Readings | 1.91% | \$744.81 |
| Wch Xray | 0.62% | \$241.90 |
| Utmb - Other Services | 0.23% | \$91.28 |

Total Expenditures **\$39,074.29**



Entry Statistics for Entry Dates 10/01/2017 through 10/31/2017

| | |
|--------------------|----|
| Clients Entered | 1 |
| Rapid Reg. Entered | 0 |
| Vendors Entered | 0 |
| Worksheets Entered | 5 |
| Invoices Entered | 90 |

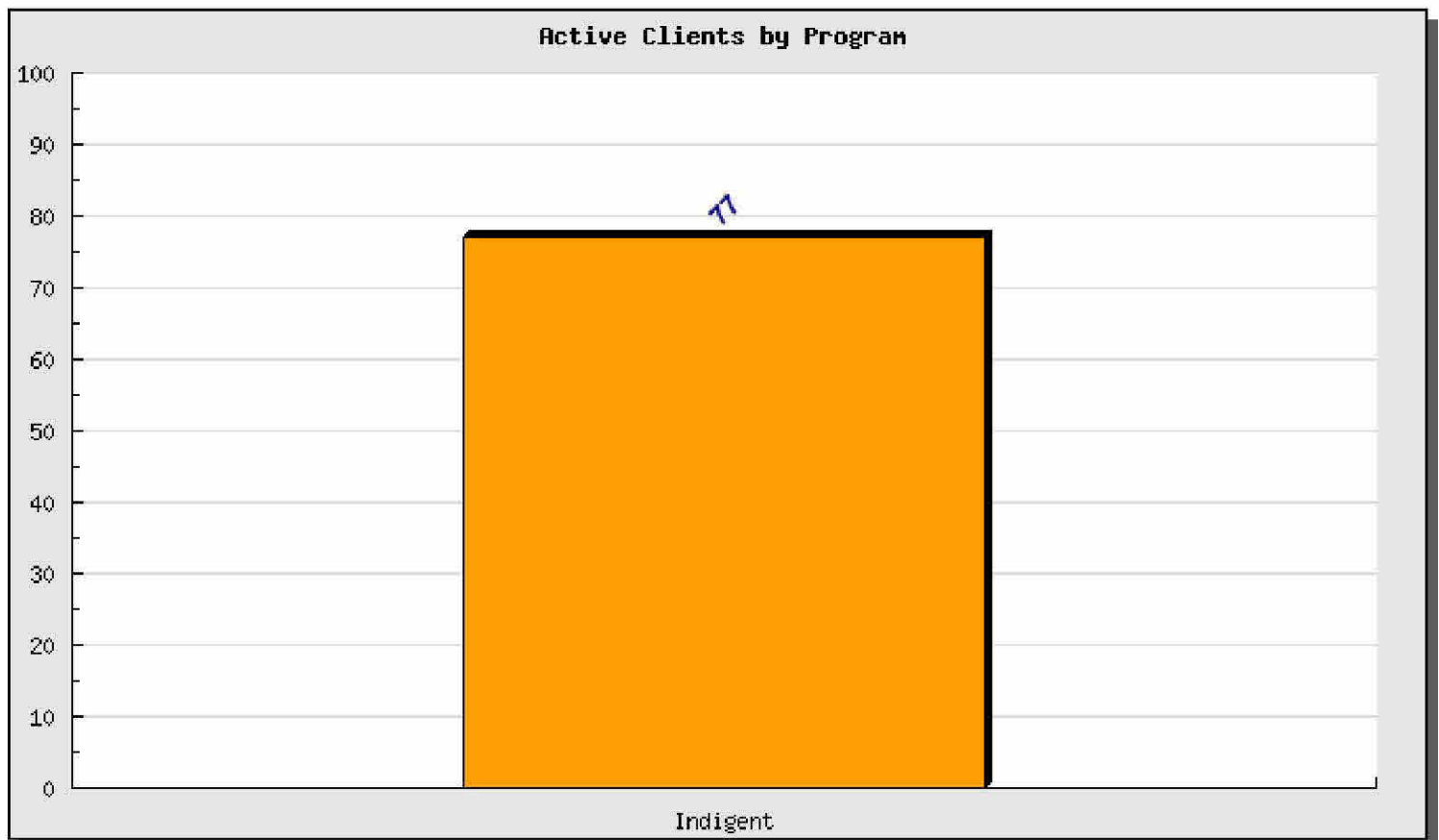
Void Statistics for Void Dates 10/01/2017 through 10/31/2017

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

Active Clients by Program for Eligibility Dates 10/01/2017 through 10/31/2017

| | |
|----------|----|
| Indigent | 77 |
|----------|----|

Total Clients By Program **77**



Appointments Scheduled by Type for Appointment Dates 10/01/2017 through 10/31/2017

| | |
|-----------------|----|
| New Appointment | 0 |
| Renewal | 11 |

Total Appointments Scheduled **11**

Source Totals ReportWinnie Stowel Hospital District Indigent Healthcare
ServicesBatch Dates 10/31/2017 through 10/31/2017
For Vendor: WINNIE COMMUNITY HOSPITAL

| Source | Description | Amount Billed | Amount Paid |
|--------------------------|-------------------|------------------|------------------|
| 21 | Wch Clinic | 6,380.60 | 2,616.05 |
| 24 | Wch Er | 18,303.00 | 7,504.23 |
| 25 | Wch Lab/x-ray | 4,984.00 | 2,043.44 |
| 27 | Wch Labs | 9,289.00 | 3,808.49 |
| 28 | Wch Xray | 590.00 | 241.90 |
| 44 | Lab/xray Readings | 1,841.40 | 744.81 |
| Expenditures | | 41,388.00 | 16,958.92 |
| Reimb/Adjustments | | 0.00 | 0.00 |
| Grand Total | | 41,388.00 | 16,958.92 |

Source Totals Report Detail

| Invoice # | Source | DOS | Amount Billed | Amount Paid |
|-------------------|--------|------------|---------------|-------------|
| 036-2811*63057*13 | 21 | 10/11/2017 | 143.00 | 58.63 |
| 1024*63057*14 | 21 | 10/03/2017 | 213.00 | 87.33 |
| 1067*63057*2 | 21 | 09/11/2017 | 42.60 | 17.47 |
| 1076*63057*2 | 21 | 10/04/2017 | 254.00 | 104.14 |
| 1077*63057*2 | 21 | 10/11/2017 | 102.00 | 41.82 |
| 1030*63057*14 | 21 | 10/19/2017 | 213.00 | 87.33 |
| 1030*63057*14 | 21 | 10/24/2017 | 213.00 | 87.33 |
| 036-2821*63057*8 | 21 | 10/24/2017 | 213.00 | 87.33 |
| 036-2821*63057*8 | 21 | 10/11/2017 | 143.00 | 58.63 |
| 036-3413*63057*7 | 21 | 10/02/2017 | 300.00 | 123.00 |
| 036-3426*63057*23 | 21 | 10/19/2017 | 299.00 | 122.59 |
| 1078*63057*2 | 21 | 10/12/2017 | 253.00 | 103.73 |
| 036-3372*63057*4 | 21 | 10/14/2017 | 179.00 | 73.39 |
| 1051*63057*3 | 21 | 10/19/2017 | 213.00 | 87.33 |
| 1051*63057*3 | 21 | 10/10/2017 | 143.00 | 58.63 |
| 1051*63057*3 | 21 | 10/16/2017 | 213.00 | 87.33 |
| 1051*63057*3 | 21 | 10/12/2017 | 143.00 | 58.63 |
| 036-2815*63057*3 | 21 | 10/31/2017 | 213.00 | 87.33 |
| 036-3067*63057*8 | 21 | 10/26/2017 | 213.00 | 87.33 |
| 036-3067*63057*8 | 21 | 10/31/2017 | 32.00 | 13.12 |
| 036-2856*63057*10 | 21 | 10/18/2017 | 213.00 | 87.33 |
| 1011*63057*17 | 21 | 10/19/2017 | 213.00 | 87.33 |
| 1073*63057*2 | 21 | 10/30/2017 | 213.00 | 87.33 |
| 1043*63057*6 | 21 | 10/02/2017 | 143.00 | 58.63 |
| 1043*63057*6 | 21 | 10/09/2017 | 143.00 | 58.63 |
| 1043*63057*6 | 21 | 10/16/2017 | 143.00 | 58.63 |
| 1043*63057*6 | 21 | 10/23/2017 | 143.00 | 58.63 |
| 1043*63057*6 | 21 | 10/30/2017 | 143.00 | 58.63 |
| 036-2945*63057*3 | 21 | 10/13/2017 | 143.00 | 58.63 |
| 036-2945*63057*3 | 21 | 10/27/2017 | 143.00 | 58.63 |
| 036-3414*63057*5 | 21 | 10/24/2017 | 321.00 | 131.61 |
| 1068*63057*3 | 21 | 10/05/2017 | 143.00 | 58.63 |
| 1079*63057*2 | 21 | 10/10/2017 | 143.00 | 58.63 |
| 1064*63057*3 | 21 | 10/05/2017 | 253.00 | 103.73 |

| | | | | |
|-----------------------------------|----|------------|------------------|------------------|
| 1069*63057*3 | 21 | 10/27/2017 | 143.00 | 58.63 |
| 24 invoices, 35 line items | | | 6,380.60 | 2,616.05 |
| 1035*63057*8 | 24 | 10/05/2017 | 8,086.00 | 3,315.26 |
| 1058*63057*4 | 24 | 10/20/2017 | 1,525.00 | 625.25 |
| 036-3372*63057*4 | 24 | 10/20/2017 | 1,271.00 | 521.11 |
| 1051*63057*3 | 24 | 10/04/2017 | 830.00 | 340.30 |
| 1061*63057*3 | 24 | 10/07/2017 | 1,285.00 | 526.85 |
| 1061*63057*3 | 24 | 10/31/2017 | 143.00 | 58.63 |
| 036-3414*63057*5 | 24 | 07/10/2017 | 3,269.00 | 1,340.29 |
| 1068*63057*3 | 24 | 07/06/2017 | 1,894.00 | 776.54 |
| 7 invoices, 8 line items | | | 18,303.00 | 7,504.23 |
| 1049*63057*3 | 25 | 10/19/2017 | 1,612.00 | 660.92 |
| 036-2815*63057*3 | 25 | 10/31/2017 | 2,238.00 | 917.58 |
| 036-3067*63057*8 | 25 | 10/31/2017 | 896.00 | 367.36 |
| 1079*63057*2 | 25 | 10/10/2017 | 238.00 | 97.58 |
| 4 invoices, 4 line items | | | 4,984.00 | 2,043.44 |
| 036-2856*63057*10 | 27 | 10/19/2017 | 1,032.00 | 423.12 |
| 1011*63057*17 | 27 | 10/19/2017 | 171.00 | 70.11 |
| 1073*63057*2 | 27 | 10/30/2017 | 1,745.00 | 715.45 |
| 1043*63057*6 | 27 | 10/02/2017 | 1,361.00 | 558.01 |
| 036-2945*63057*3 | 27 | 10/27/2017 | 1,696.00 | 695.36 |
| 036-3414*63057*5 | 27 | 10/24/2017 | 1,435.00 | 588.35 |
| 1068*63057*3 | 27 | 10/05/2017 | 1,643.00 | 673.63 |
| 1079*63057*2 | 27 | 10/02/2017 | 206.00 | 84.46 |
| 8 invoices, 8 line items | | | 9,289.00 | 3,808.49 |
| 1064*63057*3 | 28 | 10/05/2017 | 295.00 | 120.95 |
| 1069*63057*3 | 28 | 10/27/2017 | 295.00 | 120.95 |
| 2 invoices, 2 line items | | | 590.00 | 241.90 |
| 036-2821*63057*8 | 44 | 08/25/2017 | 198.00 | 81.18 |
| 036-3413*63057*7 | 44 | 08/15/2017 | 825.00 | 328.25 |
| 036-3426*63057*23 | 44 | 08/15/2017 | 40.40 | 16.40 |
| 1078*63057*2 | 44 | 09/08/2017 | 140.00 | 57.40 |
| 036-2945*63057*3 | 44 | 08/30/2017 | 44.00 | 18.04 |
| 036-2945*63057*3 | 44 | 08/11/2017 | 44.00 | 18.04 |
| 1072*63057*3 | 44 | 08/20/2017 | 550.00 | 225.50 |
| 6 invoices, 7 line items | | | 1,841.40 | 744.81 |
| Grand Totals | | | 41,388.00 | 16,958.92 |

29 invoices listed.
64 line items listed.

Source Totals ReportWinnie Stowel Hospital District Indigent Healthcare
Services

Batch Dates 10/31/2017 through 10/31/2017

For Vendor: UTMB AT GALVESTON

| Source | Description | Amount Billed | Amount Paid |
|--------------------------|-----------------------|------------------|-----------------|
| 34 | Utmb Out-patient | 20,721.60 | 5,802.04 |
| 35 | Utmb - Lab/x-ray | 9,083.00 | 2,543.24 |
| 38 | Utmb - Other Services | 326.00 | 91.28 |
| Expenditures | | 30,130.60 | 8,436.56 |
| Reimb/Adjustments | | 0.00 | 0.00 |
| Grand Total | | 30,130.60 | 8,436.56 |

Source Totals Report Detail

| Invoice # | Source | DOS | Amount Billed | Amount Paid |
|-----------------------------------|--------|------------|------------------|-----------------|
| 036-2811*63614*3 | 34 | 09/12/2017 | 323.00 | 90.44 |
| 036-3067*63614*2 | 34 | 09/14/2017 | 10,196.91 | 2,855.13 |
| 1070*63614*1 | 34 | 09/07/2017 | 323.00 | 90.44 |
| 1072*63614*1 | 34 | 09/21/2017 | 323.00 | 90.44 |
| 1072*63614*2 | 34 | 09/25/2017 | 7,762.69 | 2,173.55 |
| 036-3426*63614*1 | 34 | 09/15/2017 | 443.00 | 124.04 |
| 1069*63614*3 | 34 | 09/20/2017 | 323.00 | 90.44 |
| 1008*63614*1 | 34 | 09/18/2017 | 323.00 | 90.44 |
| 1074*63614*1 | 34 | 09/14/2017 | 261.00 | 73.08 |
| 036-2856*63614*1 | 34 | 09/18/2017 | 443.00 | 124.04 |
| 10 invoices, 10 line items | | | 20,721.60 | 5,802.04 |
| 036-3426*63614*1 | 35 | 09/15/2017 | 314.00 | 87.92 |
| 1069*63614*3 | 35 | 09/20/2017 | 1,828.00 | 511.84 |
| 1069*63614*3 | 35 | 09/20/2017 | 1,828.00 | 511.84 |
| 1035*63614*2 | 35 | 09/21/2017 | 1,828.00 | 511.84 |
| 1008*63614*1 | 35 | 09/18/2017 | 235.00 | 65.80 |
| 1074*63614*1 | 35 | 09/14/2017 | 235.00 | 65.80 |
| 036-2856*63614*1 | 35 | 09/18/2017 | 51.00 | 14.28 |
| 036-2856*63614*1 | 35 | 09/18/2017 | 80.00 | 22.40 |
| 036-2856*63614*1 | 35 | 09/18/2017 | 75.00 | 21.00 |
| 036-2856*63614*1 | 35 | 09/18/2017 | 216.00 | 60.48 |
| 036-2856*63614*1 | 35 | 09/18/2017 | 93.00 | 26.04 |
| 036-2856*63614*1 | 35 | 09/18/2017 | 93.00 | 26.04 |
| 036-2856*63614*1 | 35 | 09/18/2017 | 83.00 | 23.24 |
| 036-2856*63614*1 | 35 | 09/18/2017 | 95.00 | 26.60 |
| 036-2856*63614*1 | 35 | 09/18/2017 | 110.00 | 30.80 |
| 036-2856*63614*1 | 35 | 09/18/2017 | 60.00 | 16.80 |
| 036-2856*63614*1 | 35 | 09/18/2017 | 31.00 | 8.68 |
| 1030*63614*1 | 35 | 09/14/2017 | 1,828.00 | 511.84 |
| 7 invoices, 18 line items | | | 9,083.00 | 2,543.24 |
| 036-2811*63614*2 | 38 | 08/07/2017 | 321.00 | 89.88 |
| 1030*63614*1 | 38 | 09/14/2017 | 5.00 | 1.40 |

2 invoices, 2 line items

326.00

91.28

Grand Totals

30,130.60

8,436.56

13 invoices listed.
30 line items listed.

Source Totals ReportWinnie Stowel Hospital District Indigent Healthcare
Services

Issued 11/15/17

Batch Dates 10/31/2017 through 10/31/2017
For Vendor: UTMB FACULTY GRP PRACTICE
Vendor NPI #: 1942241146

| Source | Description | Amount Billed | Amount Paid |
|--------------------------|----------------------------|-----------------|-----------------|
| 31 | Utmb - Physician Services | 8,022.00 | 2,186.96 |
| 31-1 | Utmb - Anesthesia Services | 1,830.00 | 1,455.00 |
| Expenditures | | 9,852.00 | 3,641.96 |
| Reimb/Adjustments | | 0.00 | 0.00 |
| Grand Total | | 9,852.00 | 3,641.96 |

Source Totals Report Detail

| Invoice # | Source | DOS | Amount Billed | Amount Paid |
|-----------------------------------|--------|------------|-----------------|-----------------|
| 036-2811*63615*2 | 31 | 09/12/2017 | 270.00 | 56.08 |
| 1008*63615*1 | 31 | 09/18/2017 | 415.00 | 95.54 |
| 1035*63615*2 | 31 | 09/21/2017 | 168.00 | 62.87 |
| 1056*63615*1 | 31 | 08/02/2017 | 195.00 | 73.14 |
| 1072*63615*1 | 31 | 09/25/2017 | 30.00 | 11.45 |
| 1072*63615*1 | 31 | 09/21/2017 | 273.00 | 65.29 |
| 1072*63615*1 | 31 | 09/25/2017 | 1,458.00 | 400.00 |
| 1074*63615*1 | 31 | 09/14/2017 | 273.00 | 65.29 |
| 1074*63615*1 | 31 | 09/14/2017 | 23.00 | 7.70 |
| 1077*63615*1 | 31 | 09/26/2017 | 273.00 | 76.44 |
| 1077*63615*1 | 31 | 09/26/2017 | 568.00 | 159.04 |
| 036-3067*63615*1 | 31 | 09/07/2017 | 93.00 | 34.64 |
| 036-3067*63615*1 | 31 | 09/14/2017 | 186.00 | 55.36 |
| 036-3067*63615*1 | 31 | 09/14/2017 | 1,378.00 | 385.84 |
| 036-3067*63615*1 | 31 | 09/14/2017 | 1,225.00 | 237.05 |
| 1063*63615*1 | 31 | 08/03/2017 | 183.00 | 68.00 |
| 1063*63615*1 | 31 | 08/03/2017 | 195.00 | 73.14 |
| 1063*63615*1 | 31 | 08/03/2017 | 195.00 | 73.14 |
| 1069*63615*2 | 31 | 09/20/2017 | 270.00 | 56.08 |
| 1069*63615*2 | 31 | 09/20/2017 | 183.00 | 68.00 |
| 1069*63615*2 | 31 | 09/20/2017 | 168.00 | 62.87 |
| 10 invoices, 21 line items | | | 8,022.00 | 2,186.96 |
| 1072*63615*1 | 31-1 | 09/25/2017 | 640.00 | 440.00 |
| 1072*63615*1 | 31-1 | 09/25/2017 | 336.00 | 336.00 |
| 036-3067*63615*1 | 31-1 | 09/14/2017 | 294.00 | 294.00 |
| 036-3067*63615*1 | 31-1 | 09/14/2017 | 560.00 | 385.00 |
| 2 invoices, 4 line items | | | 1,830.00 | 1,455.00 |
| Grand Totals | | | 9,852.00 | 3,641.96 |

10 invoices listed.
25 line items listed.

Exhibit “D”

Business ([Http://Www.Philly.Com/Business](http://www.philly.com/business))

Genesis HealthCare CEO calls restructuring 'a huge step'

Updated: NOVEMBER 9, 2017 — 1:46 PM EST



📷 AVI STEINHARDT/ FOR THE PHILADELPHIA INQUIRER

CEO George Hager of Genesis HealthCare said the nursing home industry was in the longest downturn of his 25-year career with the company, but that a proposed restructuring plan would allow the company to get through it.

by **Harold Brubaker**, Staff Writer [@InqBrubaker](https://twitter.com/InqBrubaker) (<http://twitter.com/@InqBrubaker>) |
[✉ hbrubaker@phillynews.com](mailto:hbrubaker@phillynews.com) (<mailto:hbrubaker@phillynews.com>)

Genesis HealthCare chief executive George V. Hager Jr. told investors Thursday that the nursing home company's latest financial restructuring "a huge, huge step for us bridging to the recovery and moving to the next cycle of this industry."

Under the deal announced Wednesday, Genesis's largest landlords Welltower Inc. and Sabra Health Care REIT Inc., will sell certain properties leased to Genesis. Genesis is then expected lease them from the new owners at lower rents. That rent reduction is expected to be \$54 million annually starting in January.

Debt restructuring, a pause in cash payments on certain debt, is expected to bring the total restructuring relief between \$80 million to \$100 million annually, the Kennett Square company said. Genesis has more than 30 nursing homes in the Philadelphia region.

For context, Hager explained on the call that in the 12 months ended Sept. 30 Genesis had \$5 million pretax free-cash flow, after rent, interest, and capital expenditures for maintenance.

Dana Hambly, an analyst at Stephens Inc., congratulated Hager on the restructuring, but raised doubts. "It's a huge relief, but I fear if the underlying operations don't start to stabilize and improve we'll be at this same point in another year from now or so," Hambly said during the conference call.

Hager said it appeared to him that the company and the industry were close to the bottom of a down cycle.

However, pressures could continue. For example, managed care for Medicaid, which pays for most nursing home stays, starts next year in Pennsylvania, one of Genesis's biggest markets.

For years, the company has already been pressured by the growth in managed Medicare, which "inherently yield about a 20 percent reduction in length of stay and about a 10 to 15 percent lower rate per patient day as compared to traditional Medicare," Hager said.

In its quarterly report to the Securities and Exchange Commission Wednesday, Genesis said it may be forced to file for bankruptcy protection

(<http://www.philly.com/philly/business/genesis-healthcare-takes-532-million-write->

[down-warns-possible-bankruptcy-20171108.html](#)) without the relief from creditors that it outlined.

“Clearly this has been the most protracted and complex down cycle in our history,” Hager told investors. “More recently, as these pressures have continued to mount, we have begun to see operators of all sizes forced into receivership or other formal restructuring proceedings. That is why I cannot emphasize enough how appreciative I am of the long-standing collaborative partnerships we have with Welltower and Sabra. In difficult times, as partners, our interests clearly overlap.”

MORE COVERAGE

Genesis Healthcare takes \$532 million write-down, warns of possible bankruptcy

Nov 8 - 6:27 PM

(<http://www.philly.com/philly/business/genesis-healthcare-takes-532-million-write-down-warns-possible-bankruptcy-20171108.html>)

Genesis Healthcare finalizes \$53.6M federal settlement

Jun 16 - 5:30 PM

(<http://www.philly.com/philly/business/pharma/genesis-healthcare-finalizes-53-6m-federal-settlement-20170616.html>)

Published: November 9, 2017 — 1:46 PM EST

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Exhibit “E”

The Opioid Epidemic: Impact on Texas Counties

Presented on Behalf of



The Gallagher

Law Firm, LLC

WATTS | GUERRA ^L_{LP}

Confidential Attorney Work Product

Overview

The widespread use of opioid drugs is the direct result of a concerted marketing and promotional scheme that has evolved over the past two decades. The drug makers, and their affiliates, successfully created a market for these products using various nefarious means including: they created and expanded the market for these product using either no or junk science, which was frequently the work product of their own “product champions”; they enlisted either unwitting or complicit healthcare providers as their advocates and accomplices; they saturated the direct to consumer market with false advertising, promotions, and reassuring messages, all of which were calculated to cause and did cause consumers in Texas to seek out the medications; and they aggressively defended against any challenge to safety and efficacy of their products. In short, these drug makers seized upon the weakness of humankind to create a disaster of gargantuan proportions, the likes of which has not been seen in this country since the same conduct was perpetrated by Big Tobacco decades ago.

The opioid manufacturers nurtured an environment in which opioid abuse was a virtual certainty. By spending millions of dollars to convince the populace that they needed and would benefit from the use of drug makers’ opioid drugs, these companies produced a generation of dependent drug users and abusers who believed their physical ailments were being appropriately treated by these drugs. It came to pass, unfortunately, that the drug makers’ primary success was in creating a population of citizens whose initial use of opioids generally was legal and legitimate, but which was transformed into an addiction that could be fulfilled only by the abuse of opioids or the

use of illegal street drugs. A recent report on the evolution of the use of opioids in Texas explains:

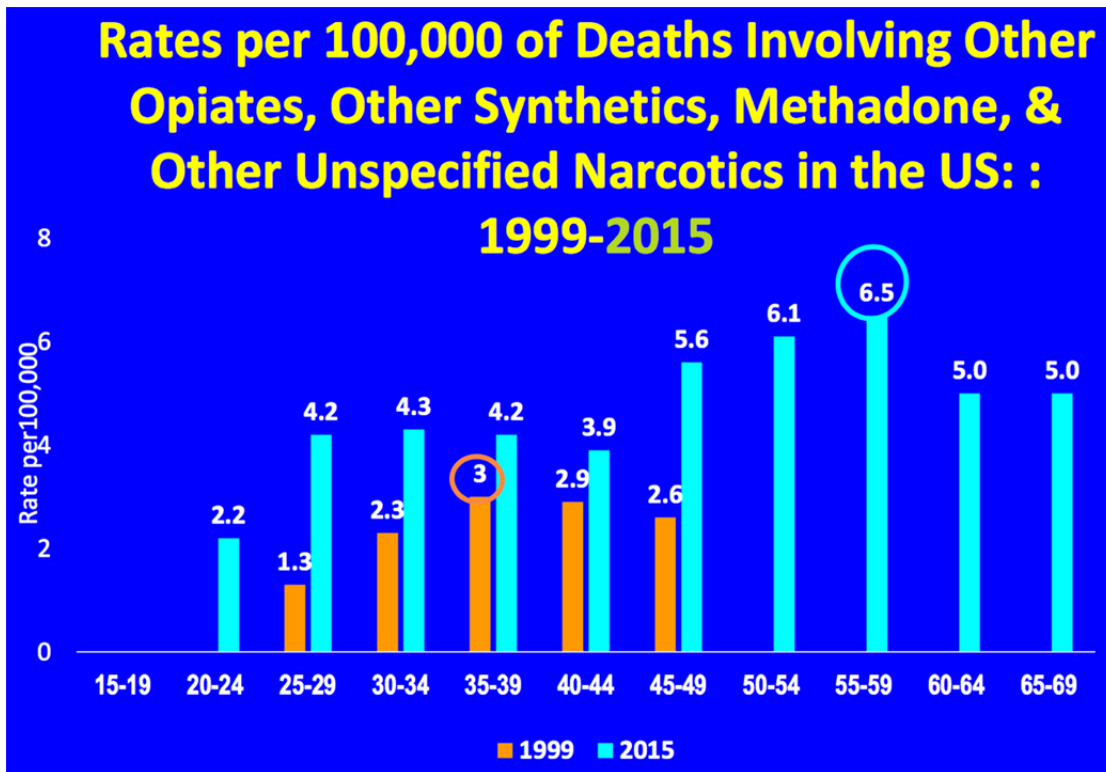
In addition to the increases in the number and rates of deaths, the characteristics of the users have changed, which has implications for targeting treatment to the users. Cicero et al. found that the demographic composition of heroin users entering treatment has shifted over the last 50 years from an inner-city, minority-centered problem to one that has a more widespread geographical distribution primarily involving white men and women in their late 20s living outside of large urban areas.

In Texas, the proportion of whites entering heroin treatment has increased from 44 percent in 1985 to 59 percent in 2014. Among those entering treatment for dependence on other opiates and synthetics, 74 percent were white and average age was 35. Nationally, the proportion of whites entering treatment for a primary problem with heroin increased from 47 percent in 1992 to 70 percent in 2012 and the proportion entering treatment with a primary problem with other opioids increased from 84 percent to 90 percent in the same time period.

In addition to the race/ethnic shift, the heroin population has become younger. In Texas, the average age of persons dying with a mention of heroin has dropped from 40 in 2005 to 36 in 2013. Nationally, the proportion of persons under age 30 entering treatment has increased from 26 percent in 1992 to 43 percent in 2012 and the proportion of persons

under age 30 entering treatment for other opioids has increased from 20 percent to 52 percent in the same time period.¹

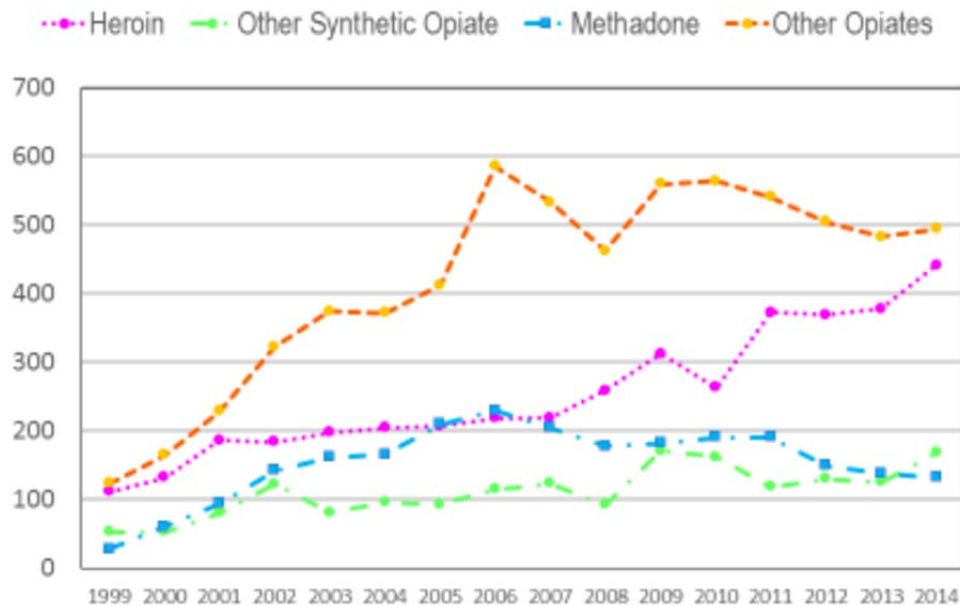
On a national scale, the magnitude of the opioid crisis is incomprehensible. Most tragically, drug overdose deaths and opioid-involved deaths continue to increase in the United States. The majority of drug overdose deaths (more than six out of ten) involve an opioid. Since 1999, the number of overdose deaths involving opioids (including prescription opioids and heroin) quadrupled. From 2000 to 2015 more than half a million people died from drug overdoses. Ninety-one Americans die every day from an opioid overdose.²



¹ <https://socialwork.utexas.edu/dl/files/cswr/institutes/ari/pdf/opioid-overdose-2014.pdf>

² <https://www.cdc.gov/drugoverdose/epidemic/index.html>

Of the more than 33,000 opioid-related deaths in the United States in 2015, 1,186 were in Texas.³ While Texas has worked tirelessly to combat the opioid contagion, the rate of increase of drug overdose deaths has increased from 1.5 to 4.2 per 100,000 from 1999 to 2014.⁴



Data from CDC Wonder retrieved 3/4/2016

Several Texas counties faced a disproportionate share of the burden of drug-related deaths:

³ <https://hhs.texas.gov/about-hhs/communications-events/news-releases/2017/05/texas-receives-27-4-million-grant-combat-opioid-addiction>

⁴ <https://socialwork.utexas.edu/dl/files/cswr/institutes/ari/pdf/opioid-overdose-2014.pdf>. All charts and graphs are courtesy the work of Professor Jane Maxwell and her team at the Center for Social Work Research, UT Austin; see https://prescriptiondrugsummit.com/Documents/summit/maxwell-prescription_drug_epidemic_in_the_united_states_and_texas.pdf and <http://socialwork.utexas.edu/dl/ari/drug-use-trends-and-treatment-2017.pdf>

1999 vs. 2015 Overdose Death Rates per 100,000 in Texas Counties Due to Heroin, Other Opiates, Other Synthetic Opiates, Methadone, & Benzodiazepines

| | 2010 | 2015 |
|--------------------------|-------------------|-------------------|
| Bexar County | 6.8 | 6.1 |
| Brazoria County | 7.3 | Unreliable |
| Collin County | 4.2 | 4.2 |
| Dallas County | 4.5 | 6.4 |
| Denton County | Unreliable | 4.2 |
| El Paso County | 4.1 | 3.7 |
| Fort Bend County | 3.9 | Unreliable |
| Galveston County | 15.4 | 7.4 |
| Harris County | 6.8 | 6.2 |
| Montgomery County | 6.6 | 6.5 |
| Nueces County | 12.9 | 10.6 |
| Tarrant County | 2.0 | 4.4 |
| Travis County | 5.1 | 7.9 |
| Statewide | 4.7 | 5.0 |

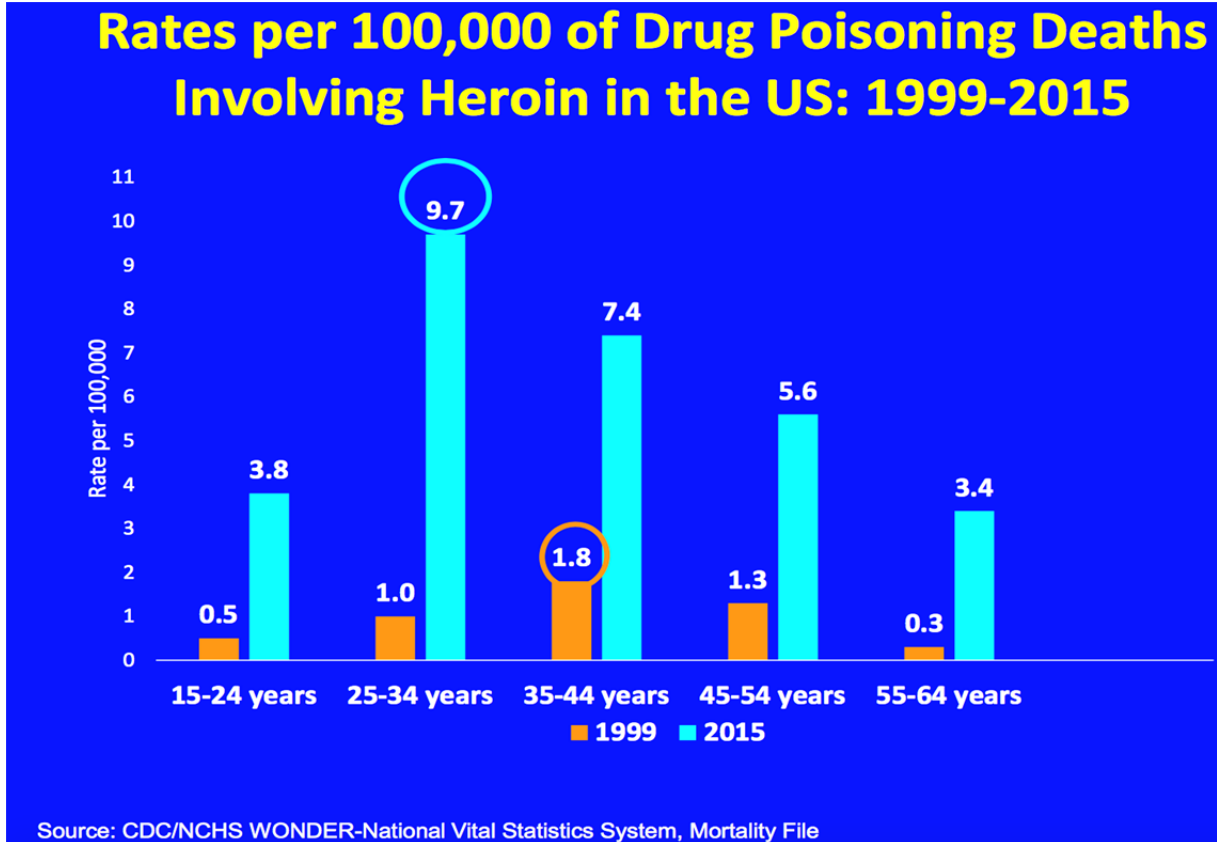
Counties with fewer than 20 deaths were suppressed but termed "unreliable" for Bell, Brazoria, Brazos, Fort Bend, Hidalgo, Liberty, Lubbock, McLennan, Nacogdoches, Smith, Webb, Williamson

The hardship attributable to this disaster has been disproportionately borne by the youth of Texas. According to recent survey findings, as of 2016, 5% of Texas youth reported using opioid medications pandered by the drug makers at some point during their lifetime. A shocking 2.4% of the surveyed population reported using these drugs in the past month.⁵

The abuse of prescription opioids has contributed to another unfortunate and unforeseen phenomenon: the increase in the use of "recreational" opioids, most prominently heroin. Across the nation, the next general of leaders, workers, and parents have succumbed to a horrific increase in the risk of death from the use of

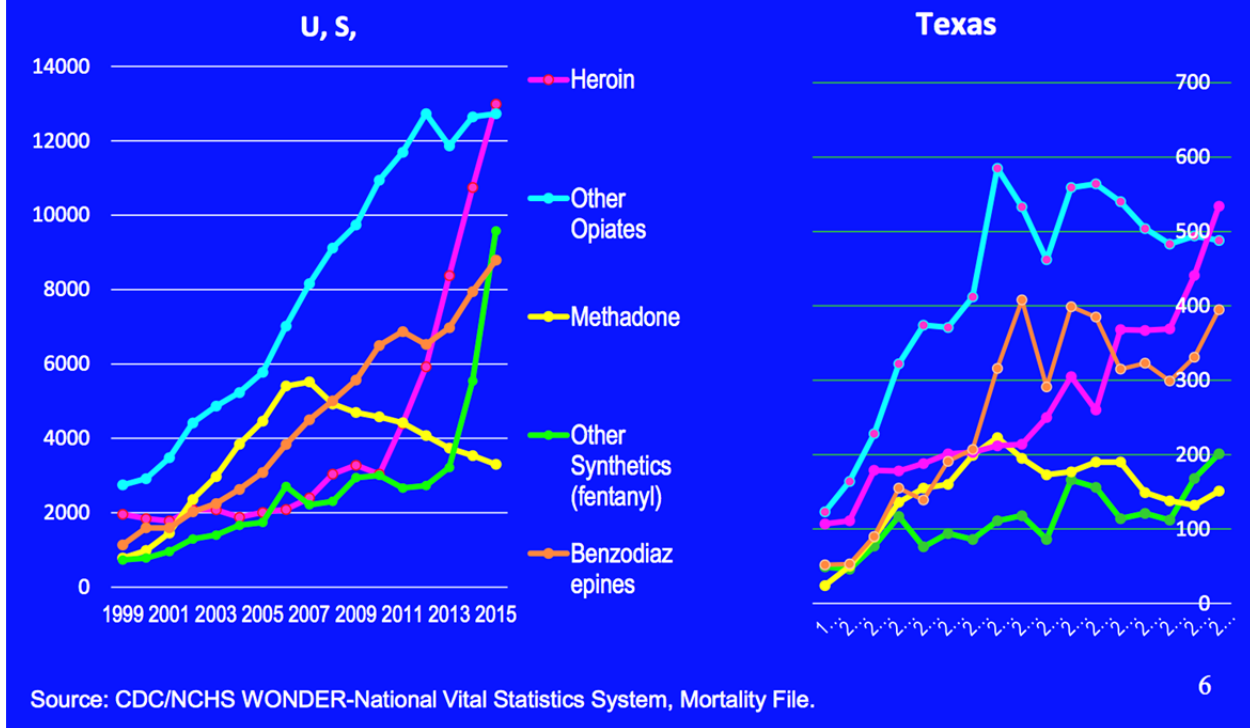
⁵ [Texas Drug Facts Among Youth 2016](#)

heroin:



There has been a similar, dramatic change in the use of heroin in Texas that was directly caused by the marketing and promotional efforts of the prescription opioid industry:

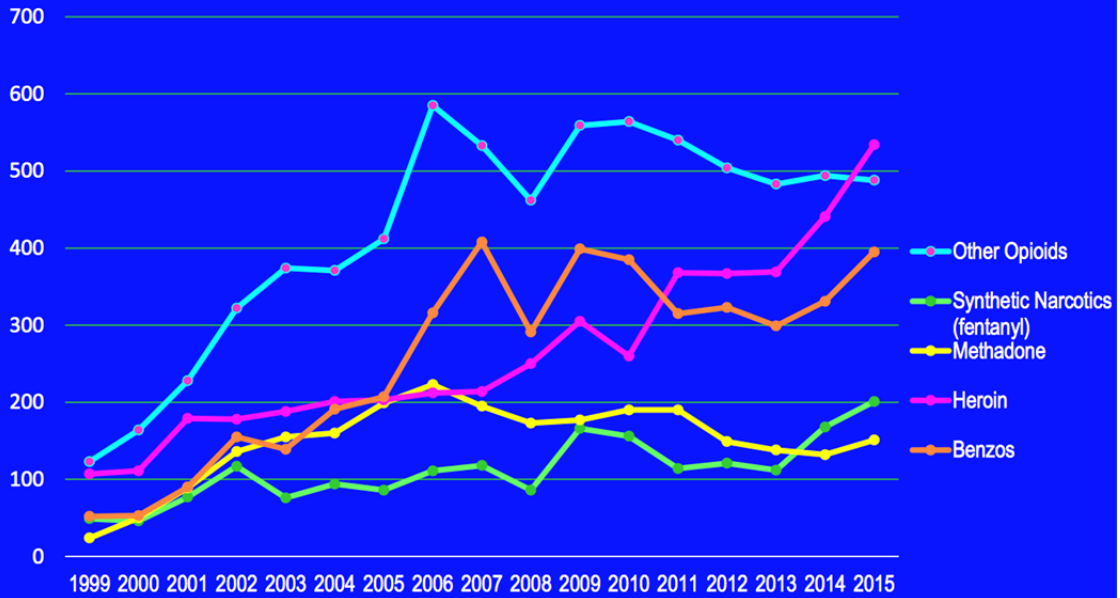
US and Texas Drug Deaths



Heroin users are younger and less likely to be people of color. Indicators of deaths and poison center calls continued to rise, but seizures along the Texas–Mexico border decreased 10%. Nevertheless, the DEA reported Mexican opium production is increasing to sustain the increasingly high levels of demand in the United States.⁶ The following chart compares death from various causes:

⁶ <https://socialwork.utexas.edu/dl/ari/texas-drug-trends-2016.pdf>

Number of Drug Poisoning Deaths: Texas: CDC 1999—2015

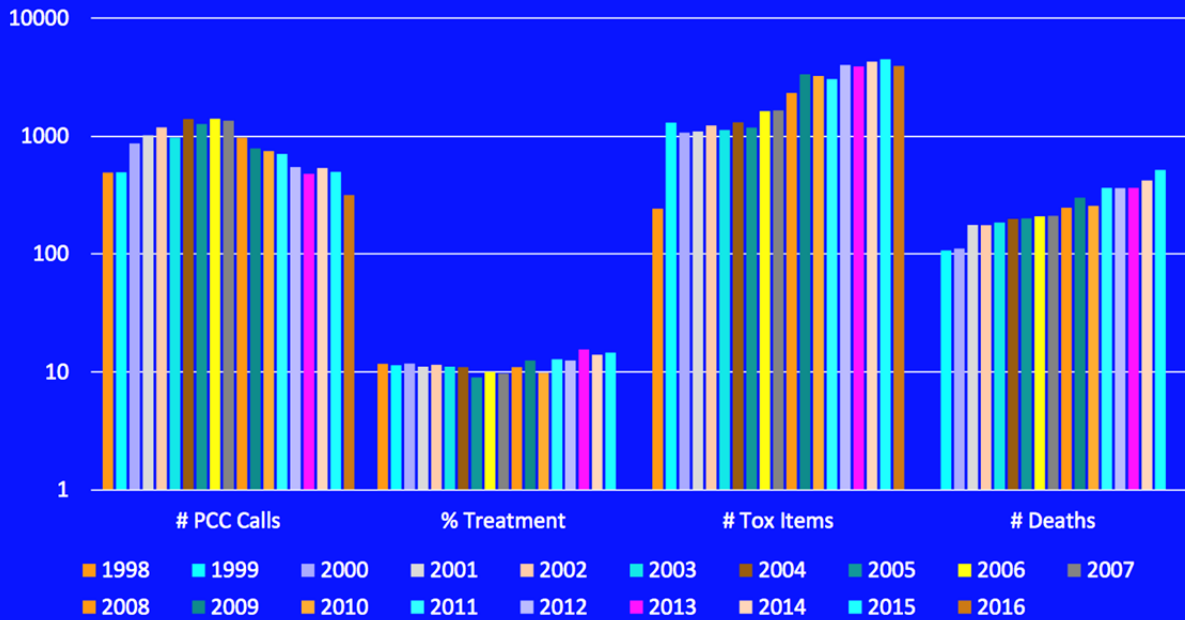


Source: CDC/NCHS WONDER-National Vital Statistics System, Mortality File.

While Texas has had some success in curbing the abuse of prescription drugs, this State has seen a prolific increase in the mortality rates of deaths due to heroin, which is the drug most frequently used to replace opioids.

The following graphic shows the dramatic increase in the use of heroin:

Indicators of Heroin Trends in Texas: 1998-2015



Source: Texas Drug Trends:

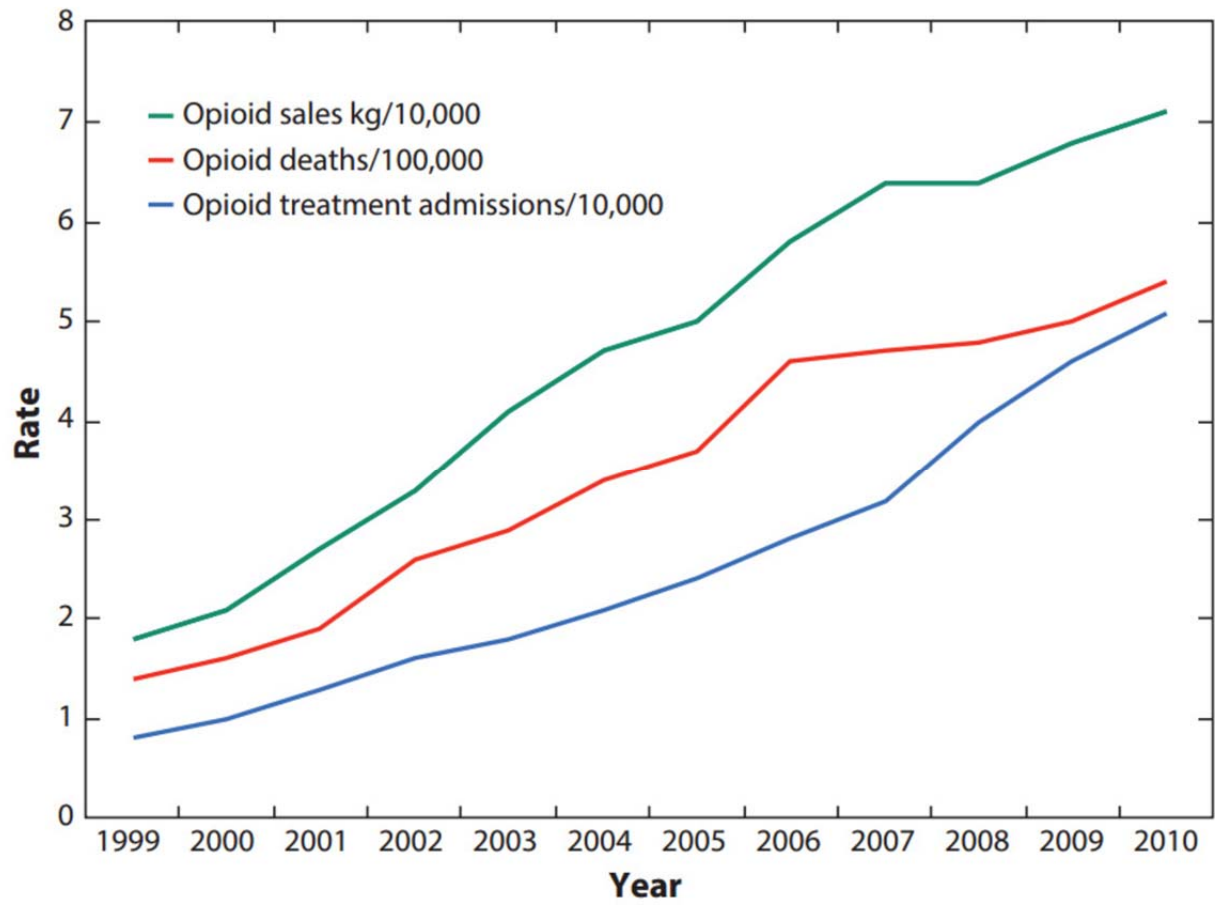
The pandemic caused by the collective actions of the drug makers has also impacted the most innocent members of society – our children. Use of opioid pain relievers increased among all populations, including women of reproductive age and pregnant women. A recent Centers for Disease Control and Prevention report found that nearly a third of women of reproductive age were prescribed an opioid in the previous year. Since 2000, rates of opioid use disorders among pregnant women and the number of newborns diagnosed with opioid withdrawal after birth, known as neonatal abstinence syndrome (NAS), have increased. In 2012 alone, one child was born every

25 minutes with neonatal abstinence syndrome.⁷ Not only is this condition traumatic for the child and the family, it poses a monumental financial burden on the residents of Texas. The costs of treating children diagnosed with NAS are exponentially higher than the costs associated with newborns not affected with NAS. One report found that a term infant without complications had a mean length of stay of 2.1 days and charge of \$3500; by contrast, an infant with NAS had a mean hospital stay of 16.9 days and a mean hospital charge of \$66,700.⁸ Additionally, the long-term outcomes of the neonatal abstinence syndrome are difficult to predict, but likely include adverse outcomes throughout childhood, mental health and behavioral problems, and physical disabilities, the costs of which are likely to be borne by the citizens of Texas for many years to come.

Between 1999 and 2014 sales of prescription opioid drugs almost quadrupled in America, an increase that came not simply in response to patient suffering, but because more of the population are addicted to these powerful drugs. Such is the demand for them; Americans now consume four-fifths of the global supply of opioids.

⁷ Patrick, A Comprehensive Approach to the Opioid Epidemic, *Obstetrics & Gynecology*, VOL. 130, NO. 1, JULY 2017

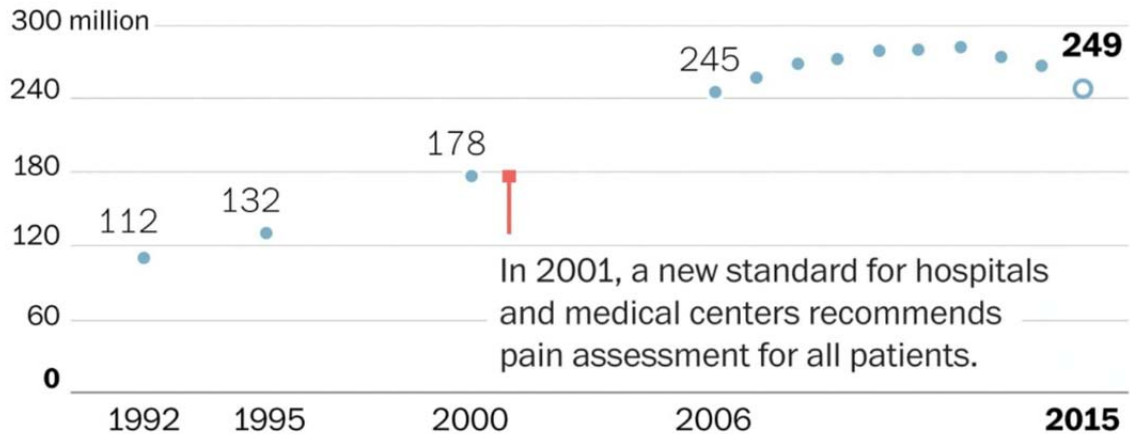
⁸ CDC cite



Tracking opioid use and sales

The opioid-drug market has grown dramatically over the past 25 years.

Total prescriptions filled in the United States



Total U.S. sales



Source: IMS Health

THE WASHINGTON POST

The sales of these drugs were reflected in astronomical salaries for the executives who made the decisions to create, market, and exploit these prescription drugs.⁹ Hence, one clear result of the opioid epidemic has been the obscene profits

⁹ While certain compensation information is not publicly available, published sources report that the CEO of Allergan (Brenton L. Saunders) was paid over \$21 million in 2016, the CEO of Johnson & Johnson

and salaries enjoyed by the companies who make these drugs and their executive handlers, all at the expense of society.

In conclusion, the drug makers violated numerous provisions of Texas statutory and common-law and must answer for their misdeeds and profit-mongering at the expense of the citizens of Texas.

Theories of Liability

There are as many as a dozen theories of liability, but the most likely ones include:

1. Public nuisance – common law and statutory;
2. Violation of the Texas Food and Drug Act – misbranding;
3. Violation of the Texas Food and Drug Act – false advertising;
4. Violation of the Texas Food and Drug Act – failure to maintain records;
5. Negligence per se;
6. Fraud;
7. Common law negligence;
8. Gross negligence.

(Alex Gorsky) was paid over \$21 million, the CEO of Abbott ((Miles White) was paid, \$18.8 million, and the CEO of generic drug maker Mylan (Heather Bresch) was reported to have been compensated in the amount of \$18.2 million. <http://www.equilar.com/reports/38-2-new-york-times-200-highest-paid-ceos-2016.html>

Damages

The following list is an outline of the types of costs and expenses that are likely to be related to the opioid epidemic.

1. The cost of opioid medications that would not otherwise have been prescribed, i.e., unnecessary or excessive opioid prescriptions;
2. Work loss expense attributable to individuals who are addicted to opioids or who suffer adverse health effects due to use of opioids. Assess whether the county incurred damages due to poor work performance, injuries, absenteeism, unemployment, and lack of economic productivity;
3. Time and expenses incurred by county criminal justice agencies related to handling matters arising from opioid use;
4. Law enforcement time and expenses incurred by county agencies related to handling matters arising from the opioid epidemic;
5. Hospital and medical costs associated with adverse health effects from opioid addiction;
6. Costs and expenses incurred by social services agencies due to the opioid epidemic;
7. Costs and expenses to third parties due to the conduct of addicts.

Conclusion

There is clear culpability on the part of the companies who engaged in the manufacture and marketing of opioid drugs. These companies should be required to account for their behavior and to answer for the damages directly attributable to these actions.

Exhibit “F”

Winnie-Stowell Hospital District

Executive Summary of Nursing Home Monthly Site Visits

October 2017

| Facility | Operator | # of Lic. Beds | Comments |
|---|--------------------|----------------|---|
| Marshall Manor (MM) | Caring Healthcare | 179 | Census: 95, Down 4. The construction to the facility has been completed and they are hosting an open house for the community. No reportable incidents since the last visit. The facility will be having kids come to the facility to participate in trick-or-treating. |
| Highland Park Care Center (HPCC) | Carling Healthcare | 64 | Census: 44, Up 3. The facility had its annual survey, their POC was accepted via desk review. There were no reportable incidents since the last visit. The facility has a new administrator, he has been an administrator for three years and is excited to be returning to the Houston area. |
| Marshall Manor West (MMW) | Caring Healthcare | 118 | Census: 71, Down 1. Facility had their annual survey in February, they received three minor tags, their plan of correction was accepted by the state. No reportable incidents since the last visit. The facility is going to be participating in the city-wide preparedness drill at the end of October. |
| Golden Villa (GV) | Caring Healthcare | 120 | Census: 91, Up 2. The facility had their 2017 annual survey, they received tags for dietary and minor nursing tags; their plan of correction was accepted via desk review. There have been no reportable incidents since the last visit. The facility has met 3 of the 4 CASPER metrics and they are working to meet the last one to receive maximum reimbursement. |
| Rose Haven Retreat (RHR) | Caring Healthcare | 108 | Census: 47. Down 1. The facility is in their survey window. No reportable incident since the last visit. The new administrator has started at the facility, the staff seems excited to have him. The facility is hosting a fall festival for residents and staff, they will be able to wear costumes and hand candy to children. |
| Spring Branch Transitional Care Center (SBTCC) | Caring Healthcare | 198 | Census: 193, No change. The facility had their annual survey, they received a total of twelve tags, all were corrected and their POC was accepted. There were two reportable incidents for the month, both were unsubstantiated and uncited. The facility has a new administrator, he has been an administrator for six years. |

| | | | |
|--|-------------------|-----|--|
| Garrison Nursing Home and Rehabilitation Center | Caring Healthcare | 93 | Census 84, Down 4. The facility had their annual survey in June, they are in compliance with the state. No reportable incidents were reported since the last visit. The facility continues to update the interior of the facility. The facility will be hosting a fall festival for the residents, they will have cake and refreshments. |
| Monument Hill Rehabilitation and Nursing Center (MHRNC) | Genesis | 108 | Census: 75, Up 1. The facility is in their survey window. Five reportable incidents since the last visit, one was substantiated but no citations. The facility is still dealing with the evacuees from the Houston area, this has led to difficulties in the dietary and staffing departments. |
| Oakland Manor Nursing Center (OKLD) | Genesis | 120 | Census: 58, Down 1. The facility presents well and the staff is doing a good job. One reportable incident since the last visit, the state has not yet investigated. The facility is in their survey window. The facility is doing a good job staying within the budget. |
| Hallettsville Rehabilitation and Nursing Center (HRNC) | Genesis | 120 | Census: 61, No change. The facility had their survey in April, they received two nursing tags, all other areas were uncited. There was one reportable incident since the last visit, there was a fall with an injury, the incident was unsubstantiated. The facility is looking to replace their old carpet and also want to change out some of the tiling throughout. |
| Oak Manor Nursing Center (OMNC) | Genesis | 82 | Census: 55, Down 5. Facility had their survey in September 2017, they received 18 tags total, none were major. They have been cleared via desk review. There were two reportable incidents since the last visit, they have not yet been investigated. This facility still has evacuees from Rockport, that is why the census is so high. |

Exhibit “G”

AUTHORIZING RESOLUTION

At a duly constituted meeting of the Board of Directors of Winnie-Stowell Hospital District (“District”), a political subdivision of the State of Texas established pursuant to CHAPTER 286 OF THE TEXAS HEALTH & SAFETY CODE, held on November 15, 2017, the following resolution was adopted:

WHEREAS, at its November 15, 2017 Regular Meeting, the Board of Directors determined that it was in the best interest of the District to establish a government receivables account and depository account at Post Oak Bank for the Clairmont and the Woodlands Nursing Homes at Post Oak Bank for the purpose of owning and operating the facilities.

WHEREAS, at the November 15, 2017 Regular Meeting, the Board unanimously voted to close all of the District’s Accounts at Wells Fargo following the approval of any and all lenders and the transfer of funds from any Wells Fargo Account to the appropriate Post Oak Bank account to establish a government receivables accounts and commercial depository accounts for each of the following District’s nursing homes and to enter into Treasurer Management Agreements as required.

| | |
|------------------------------------|--|
| 1. Clairmont Beaumont | 1020 S 23rd St, Beaumont, TX 77707 |
| 2. The Woodlands Healthcare Center | 4650 S Panther Creek Dr., Spring, TX 77381 |

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District hereby adopts the following resolutions:

- (1) After approval from any and all lenders and parties and the completion of the transfer of funds from any District account at Wells Fargo, Wells Fargo is no longer designated as a District depository account and all District accounts at Wells Fargo are to be closed.
- (2) Post Oak Bank (“Bank”) is designated as the depository bank of funds belonging to the Winnie Stowell Hospital District for the following nursing facilities:

| | |
|------------------------------------|--|
| 1. Clairmont Beaumont | 1020 S 23rd St, Beaumont, TX 77707 |
| 2. The Woodlands Healthcare Center | 4650 S Panther Creek Dr., Spring, TX 77381 |

- (3) Post Oak Bank is authorized to open a Government Receivables Account and Commercial Depository Account for each facility.

- (4) The signatories for these account shall be pursuant to the April 19, 2017 Authorizing Resolution adopted by the District. (*See* Exhibit “A”).
- (5) The District is authorized to enter into Treasurer Management Agreements for each account subject to this resolution.

I further certify that the District is duly organized and existing, and has the power to take the action called for by the foregoing resolutions.

SECRETARY CERTIFICATE

I, the undersigned, Raul Espinoza, Secretary of the Winnie Stowell Hospital District, hereby certify that that the foregoing is a full, true, and correct copy of a resolution duly adopted by the Board of Directors of the Winnie Stowell Hospital District at its Regular Meeting held on April 19, 2017, held on the day and at the place therein specified, at which a majority of the members were present and voted. I further certify that the resolution is entered in the minutes and has not been amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary this 15th day of November, 2017.

Raul Espinoza, Secretary
Board of Directors

Exhibit “A”

April 19, 2017 Authorizing Resolution

Exhibit “H”

FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is effective as of April 1, 2017 (“Effective Date”), by and between Winnie-Stowell Hospital District, a governmental entity and body politic established pursuant to Chapter 286 of the Texas Health & Safety Code, as amended (“Operator”), and LTC Group, LLC, a Texas limited liability company (“LTC Group”).

RECITALS

WHEREAS, Operator is engaged in the business of, among other things, operating licensed health care facilities, and LTC Group is engaged in the business of providing certain financial, operational and clinical review and other professional services to licensed health care facilities;

WHEREAS, Operator has entered into leases of the real property (the “Leases”) associated with the licensed health facilities listed in Exhibit A, attached hereto and incorporated herein (each, a “Facility”);

WHEREAS, Operator has entered into management agreements (the “Management Agreements”) with certain entities (each, a “Manager”) under which Manager will manage the Facility on behalf of Operator;

WHEREAS, Operator desires to engage LTC Group to provide certain financial, operational and clinical review services for the Facility on behalf of Operator and LTC Group desires to provide such services for the Facility on behalf of Operator in accordance with the terms and conditions of this Agreement;

WHEREAS, Operator previously engaged LTC Group to provide certain financial, operational and clinical review services for the Facilities on behalf of Operator in accordance with the terms and conditions of Professional Services Agreements for each Facility (the “Original Services Agreements”);

WHEREAS, Operator and LTC Group now desire to amend and restate the Original Services Agreements as hereinafter set forth;

NOW THEREFORE, for and in consideration of the execution of this Agreement and of the mutual covenants and agreements herein contained, the parties hereby enter into this First Amended and Restated Professional Services Agreement and in so doing, completely supersede and replace the Original Services Agreements, and covenant and agree as follows:

ARTICLE 1. DEFINITION OF TERMS

The following terms when used in this Agreement shall have the meanings indicated:

“Governmental Authority” shall mean any court or any federal, state, or local legislative body or governmental municipality, department, commission, board, bureau, agency or authority, including without limitation, the Centers for Medicare and Medicaid Services (“CMS”), the Texas Health and Human Services Commission (“HHSC”), the Texas Department of Aging and Disability Services (“DADS”), but not including Operator.

“License” means any license, permit, decree, act, order, authorization or other approval or instrument which is necessary in order to operate the Facility in accordance with legal requirements or otherwise in accordance with this Agreement.

“Term” means the Initial Term plus any Extended Term.

ARTICLE 2. ENGAGEMENT OF LTC GROUP

2.1 Engagement.

2.1.1 Upon the terms and subject to the conditions of this Agreement, Operator hereby engages LTC Group to provide certain financial, operational and clinical review services for the Facility on behalf of Operator commencing on the Effective Date. Said financial, operational and clinical review services are listed and attached hereto as Exhibit B (collectively, the “Services”).

2.1.2 The performance of all activities by LTC Group hereunder shall be on behalf of Operator for the benefit of Operator. By entering into this Agreement, Operator does not delegate to LTC Group any powers, duties or responsibilities that Operator is not authorized by law to delegate. Operator retains all other authority and control that has not been expressly delegated to LTC Group pursuant to this Agreement. Notwithstanding anything in this Agreement to the contrary, LTC Group shall not have the ability, acting alone or in concert with others, to directly or indirectly influence, direct or cause the direction of the management, expenditure of money, or policies of the Facility.

2.2 Authority and Responsibility of LTC Group.In the performance of its duties hereunder, LTC Group shall be and act as an independent contractor, with the sole duty to provide the Services for the benefit of Operator and subject to the ultimate authority and control of Operator and other restrictions described herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment relationship, or otherwise to create any liability for one party with respect to indebtedness, liabilities or obligations of the other party except as otherwise may be expressly set forth herein.

2.3 Licenses and Permits. Operator shall at all times from and after the Effective Date and during the Term of this Agreement be solely responsible for obtaining and maintaining all Licenses, permits, qualifications, certifications, and approvals from any applicable governmental agency required for the operation of the Facility. Operator shall be solely responsible for all reporting and other requirements necessary to obtain and maintain all Licenses, permits, qualifications, certifications, and approvals from any applicable governmental agency required for the operation of the Facility.

2.4 Representations and Warranties.

2.4.1 Operator represents and warrants to LTC Group as follows:

- (a) Operator is a hospital district established under the laws of the State of Texas.
- (b) Operator has full power and authority to enter into this Agreement and to carry out its obligations set forth herein. Operator has taken all action required by law, its organizational documents, or otherwise to be taken to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement is a valid and binding agreement of Operator enforceable in accordance with its terms, except that such enforcement

may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditor's rights, and the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

- (c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) violate any provision of the organizational documents of Operator; (ii) violate any statute or law, or any judgment, decree, order, regulation or rule of any court or Governmental Authority, or (iii) violate any agreement to which it is bound.

2.4.2 LTC Group represents and warrants to Operator as follows:

- (a) LTC Group is a Texas limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas.
- (b) LTC Group has full power and authority to enter into this Agreement and to carry out its obligations as set forth herein. LTC Group has taken all action required by law, its organizational documents or otherwise to be taken to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement is a valid and binding agreement of LTC Group enforceable in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditor's rights, and the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.
- (c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) violate any provision of the organizational documents of LTC Group; (ii) violate any statute or law, or any judgment, decree, order, regulation or rule of any court or Governmental Authority, or (iii) violate any agreement to which LTC Group is a party or by which LTC Group or any of its properties are bound.

ARTICLE 3. TERM AND TERMINATION

- 3.1 Term. This Agreement shall commence on the Effective Date and, subject to Sections 3.2 and 3.3, shall expire on August 31, 2018 (the "Initial Term"). The term shall be automatically extended for successive one (1) year periods ("Extended Terms") unless terminated in accordance with the provisions of Sections 3.2 through 3.4. At the expiration of the Initial Term or any Extended Term, Operator and LTC Group desire and agree to use good faith efforts to negotiate mutually acceptable and reasonably appropriate modifications to the Agreement to address a change in any law, regulation, rule or reimbursement level, state or federal. Except as otherwise agreed to by the parties, the terms and conditions during any such Extended Term shall be the same as the terms and conditions during the Initial Term, provided that the terms of Article 4 may be modified. Notwithstanding any other provision, this Agreement shall terminate upon the termination of the Management Agreement.

- 3.2 Termination by Operator. This Agreement may be terminated by Operator as follows:
- 3.2.1 Immediately by Operator upon an Event of Default by LTC Group described in Sections 8.1.1;
 - 3.2.2 Upon thirty (30) days prior written notice to LTC Group upon an Event of Default by LTC Group described in Sections 8.1.2 or 8.1.3 that remains uncured;
- 3.3 Termination by LTC Group. This Agreement may be terminated by LTC Group as follows:
- 3.3.1 Immediately by LTC Group upon an Event of Default by Operator described in Sections 8.2.1; or
 - 3.3.2 Upon thirty (30) days prior written notice to Operator upon an Event of Default by Operator described in Section 8.2.2 or 8.2.3 that remains uncured.
- 3.4 Termination Payment. Upon Termination of this Agreement, Operator shall pay LTC Group all accrued but unpaid Services Fees. The reconciliation and timing of these payments will be completed as soon as practicable after Termination of this Agreement. The provisions of this Section 3.4 shall survive any termination of this Agreement.

ARTICLE 4. COMPENSATION

- 4.1 Fees and Incentive Fees. In consideration of services to be performed hereunder, LTC Group shall be eligible to receive a Services Fee as described in Exhibit A. The Services Fee shall be payable monthly.
- 4.2 Fair Market Value. The parties agree that the compensation provided herein has been determined in arm's length bargaining and is consistent with fair market value as determined by a third party.

ARTICLE 5. BOOKKEEPING AND BANK ACCOUNTS

- 5.1 Access to Books and Records.
- 5.1.1 LTC Group agrees to comply with all legal requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, LTC Group and any of its affiliates providing services with a value or cost of \$10,000 or more over a twelve-month period shall make available to the Secretary the contract, books, documents, and records that are necessary to verify the nature and extent of the cost of providing such services. Such inspection shall be available up to four years after the rendering of such services. The Parties agree that any applicable attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this Agreement. This section is included and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto.
 - 5.1.2 LTC Group acknowledges that all records are and shall remain the property of Operator, subject to such access and review by LTC Group as permitted by applicable law.

ARTICLE 6. INSURANCE

- 6.1 Property and Operational Insurance. During the Term of this Agreement, the Facility, at Operator's or Manager's expense, shall provide, procure and maintain all insurance required by the Management Agreement.

ARTICLE 7. ACCESS AND USE OF FACILITY

- 7.1 Access. During the Term of this Agreement, LTC Group shall have complete access to the Facility to the extent necessary to perform its obligations under this Agreement.

ARTICLE 8. DEFAULT

- 8.1 Default and Events of Default by LTC Group. The following shall each constitute a "Default" by, and an "Event of Default" with respect to, LTC Group for purposes of this Agreement:

8.1.1 LTC Group: (i) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors' rights now existing or hereafter in effect; (ii) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief; (iii) has consented to any order for relief entered with respect to the LTC Group under the Federal Bankruptcy Code; or (iv) has failed to cause the dismissal of any proceeding instituted against the party under the Federal Bankruptcy Code, or the removal of any trustee appointed with respect to the party's property under the Federal Bankruptcy Code, within ninety (90) days of the commencement of such proceeding or appointment of such trustee, as the case may be.

8.1.2 LTC Group commits any act or fails to take any action that is specifically identified as a "Default" or an "Event of Default" by LTC Group under any provision of this Agreement that is not cured, in full or in part, for a period of thirty (30) days after written notice thereof by Operator to LTC Group, or if such Default or Event of Default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided LTC Group commences to cure such Default or Event of Default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

8.1.3 The failure by LTC Group to keep, observe or perform any covenant, agreement, term or provision of this Agreement and the continuation of such failure, in full or in part, for a period of thirty (30) days after written notice thereof by Operator to LTC Group, or if such default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided LTC Group commences to cure such default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

- 8.2 Default and Events of Default by Operator. The following shall each constitute a "Default" by, and an "Event of Default" with respect to, Operator for purposes of this Agreement:

8.2.1 Operator: (i) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors' rights now existing or hereafter in effect; (ii) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief; (iii) has consented to any order for relief

entered with respect to Operator under the Federal Bankruptcy Code; or (iv) has failed to cause the dismissal of any proceeding instituted against the party under the Federal Bankruptcy Code, or the removal of any trustee appointed with respect to the party's property under the Federal Bankruptcy Code, within ninety (90) days of the commencement of such proceeding or appointment of such trustee, as the case may be.

- 8.2.2 Operator commits any act or fails to take any action that is specifically identified as a "Default" or an "Event of Default" by Operator under any provision of this Agreement that is not cured, in full or in part, for a period of thirty (30) days after written notice thereof by LTC Group to Operator, or if such Default or Event of Default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided Operator commences to cure such Default or Event of Default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.
- 8.2.3 The failure by Operator to keep, observe or perform any covenant, agreement, term or provision of this Agreement and the continuation of such failure, in full or in part, for a period of thirty (30) days after written notice thereof by LTC Group to Operator, or if such default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided Operator commences to cure such default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

8.3 Remedies Upon an Event of Default

- 8.3.1 Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to pursue any one or more of the following courses of action: (i) to terminate this Agreement as provided in Article 3 and (ii) to institute any and all proceedings permitted by law or at equity, including, without limitation, actions for specific performance and/or damages.
- 8.3.2 Upon the occurrence of an Event of Default by either party, any amounts owed to the non-defaulting party shall accrue interest at an annual rate of twelve percent (12%), compounded annually, or the maximum non-usurious rate allowed by law, on the principal balance due commencing on the original due date of such payment through the date of payment.
- 8.3.3 The rights granted hereunder are intended to be cumulative, and shall not be in substitution for, but shall be in addition to, any and all rights and remedies available to the non-defaulting party (including, without limitation, injunctive relief and damages) by reason of applicable provisions of law or equity.

ARTICLE 9. INDEMNIFICATION AND HOLD HARMLESS

- 9.1 **INDEMNIFICATION BY LTC GROUP. LTC GROUP SHALL INDEMNIFY AND HOLD HARMLESS OPERATOR, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING IN ANY MANNER DIRECTLY OR INDIRECTLY FROM THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF LTC GROUP.**
- 9.2 **INDEMNIFICATION BY OPERATOR. TO THE FULLEST EXTENT PERMITTED BY LAW, OPERATOR SHALL INDEMNIFY AND HOLD HARMLESS LTC GROUP, ITS**

MEMBERS, MANAGERS, SHAREHOLDERS, PARTNERS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING IN ANY MANNER DIRECTLY OR INDIRECTLY FROM THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF OPERATOR AND ITS SHAREHOLDERS OR PARTNERS, AGENTS, EMPLOYEES, AND CONTRACTORS TO THE EXTENT THEY ARE UNDER THE DIRECTION AND CONTROL OF OPERATOR.

ARTICLE 10. ASSIGNMENT

10.1 Assignment

10.1.1 Neither LTC Group nor Operator shall assign or transfer its interest in this Agreement without the prior written consent of the other party which consent may be withheld in the sole discretion of such other party. For purposes of this Agreement, the following shall be considered an assignment or transfer of this Agreement: (i) any assignment, transfer, sale or disposition of the majority of the ownership interest of LTC Group, voluntarily or involuntarily, by the parties who owned such interest on the Effective Date, (ii) any issuance of ownership interest of LTC Group or other transaction that results in a change in the control of LTC Group or Operator, or (iii) any merger, consolidation or other similar transaction to which LTC Group or Operator is party.

10.1.2 In the event either party consents to an assignment of this Agreement by the other, no further assignment shall be made without the express consent in writing of such party, unless such assignment may otherwise be made without such consent pursuant to the terms of this Agreement. An assignment by either Operator or LTC Group of its interest in this Agreement shall not relieve Operator or LTC Group, as the case may be, from their respective obligations under this Agreement.

ARTICLE 11. MISCELLANEOUS

11.1 Further Assurances. Except as specifically provided in this Agreement, Operator or LTC Group, as the case may be, shall cause to be executed and delivered to the other party all such other instruments and shall take or cause to be taken such further or other action as may reasonably and in good faith be deemed by the other party to be necessary or desirable in order to further assure the performance by Operator or LTC Group, as the case may be, of any of their respective obligations under this Agreement.

11.2 Confidentiality. The parties hereto agree that the matters set forth in this Agreement are strictly confidential and other than as may be required by applicable state open records law and/or securities laws and regulations, each party will make every effort to ensure that the information is not disclosed to any outside person or entities (including the press) without the written consent of the other party.

- 11.3 Consents. Wherever in this Agreement the consent or approval of Operator or LTC Group is required and the same is not expressly indicated to be as the sole discretion of a party, such consent or approval shall not be unreasonably withheld, shall be in writing and shall be executed by a duly authorized officer or agent of the party granting such consent or approval. If either Operator or LTC Group fails to respond within thirty (30) days to a request by the other party for a consent or approval, such consent or approval shall be deemed to have been given.
- 11.4 Applicable Law. This Agreement shall be construed under and shall be governed by the laws of the State of Texas.
- 11.5 Headings. Headings of Articles and Sections are inserted only for convenience and in no way limit the scope of the particular Articles or Sections to which they refer.
- 11.6 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given on the date delivered, if delivered personally, on the fifth (5th) business day after being mailed by registered or certified mail (postage prepaid, return receipt requested), in each case, to the parties at the following addresses, or on the date sent and confirmed by electronic transmission to the telecopier number specified below (or at such other address or telecopier number for a party as shall be specified by notice given in accordance with this Section):
- If to Operator, to:
Winnie-Stowell Hospital District
P.O. Box 1997
Winnie, Texas 77662
Attn: President
- If to LTC Group:
LTC Group, LLC
3267 Bee Caves Road, Ste 107-511
Austin, TX 78746
Attn: President
- 11.7 HIPAA Compliance. The parties agree that the services provided under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the services provided herein, including but not limited to regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) (“HIPAA”) and Title 2, Section I, Chapter 181 of the Texas Medical Records Privacy Act. Furthermore, the parties shall amend this Agreement or execute any additional documentation to amend the Agreement to conform with HIPAA, the Texas Medical Records Privacy Act, or any new or revised legislation, rules, and regulations to which they are subject now or in the future, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation in order to ensure that the parties are at all times in conformance with all such laws.
- 11.8 Entire Agreement. This Agreement, together with other writings signed by the parties which are expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writings and may be changed only by a writing signed by both parties hereto.

- 11.9 Waiver. The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.
- 11.10 Partial Invalidity. If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would operate as an undue hardship on LTC Group or Operator, or constitute a substantial deviation from the general intent and purpose of said parties as reflected in this Agreement.
- 11.11 Construction. No provisions of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.
- 11.12 Limit on Recourse. Operator's and LTC Group's obligations under this Agreement are not with recourse to any director, manager, officer, employee, member, or agent of Operator or LTC Group, respectively.
- 11.13 Disclaimer. None of the services or assistance offered to Operator by LTC Group, or payments made to the LTC Group, shall in any manner be construed as an inducement for the referral of any patients or for the arrangement of any services covered under a Federal healthcare program. The parties do not intend the terms of this Agreement to provide for, and nothing in this Agreement shall be deemed or in any manner construed to be, the solicitation, receipt, offer or payment of remuneration for the furnishing of any item or service for which payment may be made in whole or in part under a Federal healthcare program, or in return for purchasing, leasing, ordering or arranging for, or recommending purchasing, leasing, ordering, any good, facility, service or item for which payment may be made in whole or in part under a Federal healthcare program. Such services and assistance are wholly intended to improve the delivery of health care services to the population and communities served by the parties, and are provided in a manner so as to confer a benefit on those communities. In the event any state or federal laws or regulations, now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, Operator and LTC Group shall attempt in good faith to amend this Agreement as necessary. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangement between Operator and LTC Group.
- 11.14 Authority. Each individual who has signed this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing.
- 11.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. Executed counterparts may be delivered by facsimile (and/or Adobe ® PDF), and shall be effective when received, with the original copy sent by overnight delivery service. This Agreement shall be of no force or effect unless and until it has been executed and delivered by both parties.

- 11.16 Dispute Resolution. Each party agrees that any dispute between the Parties that arises from this Agreement, or the operation of the Facility, including any action to interpret, construe or enforce this Agreement shall be resolved through binding arbitration in accordance with the Chapter 171 of the Texas Civil Practices and Remedies Code and the rules of the American Health Lawyers Association Alternative Dispute Resolution Service then in effect, or other nationally recognized alternative dispute resolution service that is mutually agreeable to the Parties. This provision shall not prohibit either Party from seeking any necessary injunctive relief from a court of competent jurisdiction in connection with any dispute arising from this Agreement or the operation of the Facility. **THE PARTIES KNOWINGLY AND WILLINGLY WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY AND ALL DISPUTES THAT MAY ARISE FROM THIS AGREEMENT OR THE OPERATION OF THE FACILITY.**
- 11.17 Change in Law. If there is a change in any law, regulation, rule or reimbursement, state or federal, which adversely affects this Agreement, the Facility or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation, or rule, or if any of the provisions of this Agreement are found to be in violation of the laws existing at the time of such determination, and either party reasonably believes in good faith that the change, interpretation or determination will have a substantial adverse effect on that party's business operations or its rights or obligations under this Agreement, then the party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement and to take any action necessary to eliminate or reduce the substantial adverse effect on that party .

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

WINNIE-STOWELL HOSPITAL DISTRICT:

By: _____

Printed:

Title: President

LTC GROUP, LLC

By: _____

Todd Biederman

for The Sage Group Services, LLC, its Manager

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

**EXHIBIT A
FACILITIES AND SERVICES FEES**

| Facility | Address | Service Fee |
|--|---|--------------------|
| Park Manor of Cypress Station | 420 Lantern Bend Dr, Houston, TX, 77090 | \$5,700 per month |
| Park Manor of Humble | 19424 McKay Dr, Humble, TX, 77338 | \$5,700 per month |
| Park Manor of Westchase | 11910 Richmond Ave, Houston, TX, 77082 | \$5,700 per month |
| Park Manor of Cyfair | 11001 Crescent Moon Dr, Houston, TX, 77064 | \$5,700 per month |
| Park Manor of Quail Valley | 2350 FM 1092, Missouri City, TX, 77459 | \$5,700 per monthH |
| Park Manor of Conroe | 1600 Grand Lake Dr, Conroe, TX, 77301 | \$5,700 per month |
| Marshall Manor Nursing and Rehabilitation Center | 1007 S Washington Ave, Marshall, TX, 75670 | \$5,700 per month |
| Highland Park Care Center | 2714 Morrison, Houston, TX, 77009 | \$5,700 per month |
| Marshall Manor West | 207 West Merritt St, Marshall, TX, 75670 | \$5,700 per month |
| Golden Villa | 1104 S William St, Atlanta, TX, 75551 | \$5,700 per month |
| Rose Haven Retreat | 200 Live Oak Street, Atlanta, TX, 75551 | \$5,700 per month |
| Spring Branch Transitional Care Center | 1615 Hillendahl Rd, Houston, TX, 77055 | \$5,700 per month |
| Garrison Nursing Home and Rehabilitation Center | 333 North FM 95, Garrison, TX, 75946 | \$5,700 per month |
| Clairmont Beaumont | 1020 S 23rd St, Beaumont, TX, 77707 | \$5,700 per month |
| The Woodlands Healthcare Center | 4650 S Panther Creek Dr, The Woodlands, TX 77381 | \$5,700 per month |

| Facility | Address | Service Fee |
|---|---|--------------------|
| Monument Rehabilitation and Nursing Center | 120 State Loop 92, La Grange, TX, 78945 | \$5,700 per month |
| Oakland Manor Nursing Center | 1400 N Main St, Giddings, TX, 78942 | \$5,700 per month |
| Hallettsville Rehabilitation and Nursing Center | 825 W Fairwinds, Hallettsville, TX, 77964 | \$5,700 per month |
| Oak Manor Nursing Center | 624 N Converse St, Flatonia, TX, 78941 | \$5,700 per month |

EXHIBIT B SERVICES

LTC Group shall perform the following services subject to Operator's review and oversight:

1. A regular review of the Facility's finances, including, but not limited to, the following:
 - a. Monthly Payor Mix Trending and Analysis;
 - b. Monthly Financial Benchmarking;
 - c. Monthly A/R Review;
 - d. Monthly Bad Debt Review;
 - e. Monthly Budget Review: As necessary, a review of Manager's collection and deposit of all net patient revenue to the depository account and management of the cash flow of the Facility, including, without limitation, billing all patients and governmental or other third-party payors for all services provided by or at the facility, collecting all net patient revenue and paying all operating expenses and other accounts payable related to the operation of the facility;
 - f. As necessary, a review of all books and records relating to the operation of the facility;
 - g. As necessary, a review of all cost, expense and reimbursement reports and related documents relating to services provided to residents, including without limitation the Medicare and Medicaid cost reports and Texas supplemental payment programs;
 - h. As necessary, review of Minimum Data Set ("MDS") and Resident Assessment Protocols ("RAPs") on a schedule and as required by applicable federal regulations, including 42 C.F.R. §483.20;
 - i. LTC Group, as necessary, shall request and review the HHSC annual RUG review/audit; and
 - j. A review of annual operating budget proposed by Manager.

2. A regular review of the Facility's operations, including, but not limited to, the following:
 - a. Daily census tracking and review of monthly occupancy report;
 - b. Quarterly on-site visit with facility administrator;
 - c. Monthly operational compliance monitoring;
 - d. As needed, assist with any survey, inspection or site investigation or accreditation process conducted by a governmental, regulatory, certifying or accrediting entity with authority or jurisdiction over the Facility, and assist with the implementation of any official findings of such reviews;
 - e. Assist Operator with any legal dispute in which Operator is involved relating to the ownership, services or operation of the facility; and
 - f. Assist Operator and its certified public accountants in connection with any audit, review or reports conducted or prepared in connection with the ownership or operation of the Facility.

3. A regular review of the Facility's clinic performance, including, but not limited to, the following:
 - a. Monthly Incident/Accident Trending & Analysis;
 - b. Monthly Infection Control Trending & Analysis;
 - c. Monthly Weight Assessment Review;
 - d. Monthly Skin Assessment Review;
 - e. As necessary, review clinical compliance for facilities;
 - f. As necessary, Annual Clinical Policy Review;
 - g. As needed, a review of the Facility's resident care and health care policies and procedures and general administrative policies and procedures, including, without limitation, policies and procedures for the control of revenue and expenditures, for the purchasing of supplies

- and services, for the control of credit, and for the scheduling of maintenance;
 - h. As necessary, assist facility in accordance with a quality assessment performance improvement program and a compliance plan; and
 - i. As necessary, as reasonably requested, review and assist with quality assurance committee.
4. Upon the request of Operator, attend meetings of Operator's governing board or executive staff to discuss services and other relevant issues.
5. Financial services on behalf of the Operator:
- a. Daily review of accounts for deposits; weekly wire transfers to the operators;
 - b. Review and/or prepare monthly reconciliation of back accounts;
 - c. Prepare month end closing journal entries for Operator financial statements;
 - d. Ensure financial mechanisms are in place to ensure timely distribution of funds to meet obligations;
 - e. Assist with annual Operator audits.

FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is effective as of April 1, 2017 (“Effective Date”), by and between Winnie-Stowell Hospital District, a governmental entity and body politic established pursuant to Chapter 286 of the Texas Health & Safety Code, as amended (“Operator”), and LTC Group, LLC, a Texas limited liability company (“LTC Group”).

Deleted: Marshall Manor West¶
THIS
Deleted: July 22, 2014
Deleted: WINNIE-STOWELL HOSPITAL DISTRICT

RECITALS

WHEREAS, Operator is engaged in the business of, among other things, operating licensed health care facilities, and LTC Group is engaged in the business of providing certain financial, operational and clinical review and other professional services to licensed health care facilities;

WHEREAS, Operator has entered into leases of the real property (the “Leases”) associated with the licensed health facilities listed in Exhibit A, attached hereto and incorporated herein (each, a “Facility”);

Deleted: simultaneously with the execution of this Agreement, Hospital District is entering
Deleted: a sublease
Deleted: Sublease
Deleted: 118-bed
Deleted: facility known as Marshall Manor West, located at 207 W Merritt St, Marshall, TX 75670 (the
Deleted: simultaneously with the execution of this Agreement, Hospital District is entering
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Deleted: Agreement
Deleted: Marshall SNF LLC (the

WHEREAS, Operator has entered into management agreements (the “Management Agreements”) with certain entities (each, a “Manager”) under which Manager will manage the Facility on behalf of Operator;

WHEREAS, Operator desires to engage LTC Group to provide certain financial, operational and clinical review services for the Facility on behalf of Operator and LTC Group desires to provide such services for the Facility on behalf of Operator in accordance with the terms and conditions of this Agreement;

WHEREAS, Operator previously engaged LTC Group to provide certain financial, operational and clinical review services for the Facilities on behalf of Operator in accordance with the terms and conditions of Professional Services Agreements for each Facility (the “Original Services Agreements”);

WHEREAS, Operator and LTC Group now desire to amend and restate the Original Services Agreements as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the execution of this Agreement and of the mutual covenants and agreements herein contained, the parties hereby enter into this First Amended and Restated Professional Services Agreement and in so doing, completely supersede and replace the Original Services Agreements, and covenant and agree as follows:

Deleted: ,
Deleted: premises
Deleted: hereto

ARTICLE 1. DEFINITION OF TERMS

The following terms when used in this Agreement shall have the meanings indicated:

“Governmental Authority” shall mean any court or any federal, state, or local legislative body or governmental municipality, department, commission, board, bureau, agency or authority, including without limitation, the Centers for Medicare and Medicaid Services (“CMS”), the Texas Health and Human Services Commission (“HHSC”), the Texas Department of Aging and Disability Services (“DADS”), but not including Operator.

Deleted: “Facility” Nursing facility subject to a Management Agreement between the Hospital District and Manager.¶

“License” means any license, permit, decree, act, order, authorization or other approval or instrument which is necessary in order to operate the Facility in accordance with legal requirements or otherwise in accordance with this Agreement.

“Term” means the Initial Term plus any Extended Term.

ARTICLE 2. ENGAGEMENT OF LTC GROUP

2.1 Engagement.

2.1.1 Upon the terms and subject to the conditions of this Agreement, Operator hereby engages LTC Group to provide certain financial, operational and clinical review services for the Facility on behalf of Operator commencing on the Effective Date. Said financial, operational and clinical review services are listed and attached hereto as Exhibit B (collectively, the “Services”).

Deleted: A

2.1.2 The performance of all activities by LTC Group hereunder shall be on behalf of Operator for the benefit of Operator. By entering into this Agreement, Operator does not delegate to LTC Group any powers, duties or responsibilities that Operator is not authorized by law to delegate. Operator retains all other authority and control that has not been expressly delegated to LTC Group pursuant to this Agreement. Notwithstanding anything in this Agreement to the contrary, LTC Group shall not have the ability, acting alone or in concert with others, to directly or indirectly influence, direct or cause the direction of the management, expenditure of money, or policies of the Facility.

2.2 Authority and Responsibility of LTC Group. In the performance of its duties hereunder, LTC Group shall be and act as an independent contractor, with the sole duty to provide the Services for the benefit of Operator and subject to the ultimate authority and control of Operator and other restrictions described herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment relationship, or otherwise to create any liability for one party with respect to indebtedness, liabilities or obligations of the other party except as otherwise may be expressly set forth herein.

2.3 Licenses and Permits. Operator shall at all times from and after the Effective Date and during the Term of this Agreement be solely responsible for obtaining and maintaining all Licenses, permits, qualifications, certifications, and approvals from any applicable governmental agency required for the operation of the Facility. Operator shall be solely responsible for all reporting and other requirements necessary to obtain and maintain all Licenses, permits, qualifications, certifications, and approvals from any applicable governmental agency required for the operation of the Facility.

2.4 Representations and Warranties.

2.4.1 Operator represents and warrants to LTC Group as follows:

- (a) Operator is a hospital district established under the laws of the State of Texas.
- (b) Operator has full power and authority to enter into this Agreement and to carry out its obligations set forth herein. Operator has taken all action required by law, its organizational documents, or otherwise to be taken to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement is a valid and binding agreement of Operator enforceable in accordance with its terms, except that such enforcement

may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditor's rights, and the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding may be brought.

- (c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) violate any provision of the organizational documents of Operator; (ii) violate any statute or law, or any judgment, decree, order, regulation or rule of any court or Governmental Authority, or (iii) violate any agreement to which it is bound.

2.4.2 LTC Group represents and warrants to Operator as follows:

- (a) LTC Group is a Texas limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas.
- (b) LTC Group has full power and authority to enter into this Agreement and to carry out its obligations as set forth herein. LTC Group has taken all action required by law, its organizational documents or otherwise to be taken to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement is a valid and binding agreement of LTC Group enforceable in accordance with its terms, except that such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditor's rights, and the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.
- (c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) violate any provision of the organizational documents of LTC Group; (ii) violate any statute or law, or any judgment, decree, order, regulation or rule of any court or Governmental Authority, or (iii) violate any agreement to which LTC Group is a party or by which LTC Group or any of its properties are bound.

ARTICLE 3. TERM AND TERMINATION

3.1 Term. This Agreement shall commence on the Effective Date and, subject to Sections 3.2 and 3.3, shall expire on August 31, 2018 (the "Initial Term"). The term shall be automatically extended for successive one (1) year periods ("Extended Terms") unless terminated in accordance with the provisions of Sections 3.2 through 3.4. At the expiration of the Initial Term or any Extended Term, Operator and LTC Group desire and agree to use good faith efforts to negotiate mutually acceptable and reasonably appropriate modifications to the Agreement to address a change in any law, regulation, rule or reimbursement level, state or federal. Except as otherwise agreed to by the parties, the terms and conditions during any such Extended Term shall be the same as the terms and conditions during the Initial Term, provided that the terms of Article 4 may be modified. Notwithstanding any other provision, this Agreement shall terminate upon the termination of the Management Agreement.

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- 3.2 Termination by Operator. This Agreement may be terminated by Operator as follows:
 - 3.2.1 Immediately by Operator upon an Event of Default by LTC Group described in Sections 8.1.1;
 - 3.2.2 Upon thirty (30) days prior written notice to LTC Group upon an Event of Default by LTC Group described in Sections 8.1.2 or 8.1.3 that remains uncured;

3.3 Termination by LTC Group. This Agreement may be terminated by LTC Group as follows:

- 3.3.1 Immediately by LTC Group upon an Event of Default by Operator described in Sections 8.2.1; or Deleted: Hospital District
- 3.3.2 Upon thirty (30) days prior written notice to Operator upon an Event of Default by Operator described in Section 8.2.2 or 8.2.3 that remains uncured.

3.4 Termination Payment. Upon Termination of this Agreement, Operator shall pay LTC Group all accrued but unpaid Services Fees. The reconciliation and timing of these payments will be completed as soon as practicable after Termination of this Agreement. The provisions of this Section 3.4 shall survive any termination of this Agreement. Deleted:

ARTICLE 4. COMPENSATION

- 4.1 Fees and Incentive Fees. In consideration of services to be performed hereunder, LTC Group shall be eligible to receive a Services Fee as described in Exhibit A. The Services Fee shall be payable monthly. Deleted: .
- 4.2 Fair Market Value. The parties agree that the compensation provided herein has been determined in arm's length bargaining and is consistent with fair market value as determined by a third party. Deleted: Eight and 26/100 Dollars per bed, per day (\$8.26),
Deleted: quarterly to the extent that there is sufficient Net Operating Income.

ARTICLE 5. BOOKKEEPING AND BANK ACCOUNTS

- 5.1 Access to Books and Records.
 - 5.1.1 LTC Group agrees to comply with all legal requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement. Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, LTC Group and any of its affiliates providing services with a value or cost of \$10,000 or more over a twelve-month period shall make available to the Secretary the contract, books, documents, and records that are necessary to verify the nature and extent of the cost of providing such services. Such inspection shall be available up to four years after the rendering of such services. The Parties agree that any applicable attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this Agreement. This section is included and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto.
 - 5.1.2 LTC Group acknowledges that all records are and shall remain the property of Operator, subject to such access and review by LTC Group as permitted by applicable law.

ARTICLE 6. INSURANCE

- 6.1 Property and Operational Insurance. During the Term of this Agreement, the Facility, at Operator's or Manager's expense, shall provide, procure and maintain all insurance required by the Management Agreement.

ARTICLE 7. ACCESS AND USE OF FACILITY

- 7.1 Access. During the Term of this Agreement, LTC Group shall have complete access to the Facility to the extent necessary to perform its obligations under this Agreement.

ARTICLE 8. DEFAULT

- 8.1 Default and Events of Default by LTC Group. The following shall each constitute a "Default" by, and an "Event of Default" with respect to, LTC Group for purposes of this Agreement:
- 8.1.1 LTC Group: (i) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors' rights now existing or hereafter in effect; (ii) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief; (iii) has consented to any order for relief entered with respect to the LTC Group under the Federal Bankruptcy Code; or (iv) has failed to cause the dismissal of any proceeding instituted against the party under the Federal Bankruptcy Code, or the removal of any trustee appointed with respect to the party's property under the Federal Bankruptcy Code, within ninety (90) days of the commencement of such proceeding or appointment of such trustee, as the case may be.
- 8.1.2 LTC Group commits any act or fails to take any action that is specifically identified as a "Default" or an "Event of Default" by LTC Group under any provision of this Agreement that is not cured, in full or in part, for a period of thirty (30) days after written notice thereof by Operator to LTC Group, or if such Default or Event of Default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided LTC Group commences to cure such Default or Event of Default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.
- 8.1.3 The failure by LTC Group to keep, observe or perform any covenant, agreement, term or provision of this Agreement and the continuation of such failure, in full or in part, for a period of thirty (30) days after written notice thereof by Operator to LTC Group, or if such default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided LTC Group commences to cure such default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.
- 8.2 Default and Events of Default by Operator. The following shall each constitute a "Default" by, and an "Event of Default" with respect to, Operator for purposes of this Agreement:
- 8.2.1 Operator: (i) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors' rights now existing or hereafter in effect; (ii) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief; (iii) has consented to any order for relief

entered with respect to Operator under the Federal Bankruptcy Code; or (iv) has failed to cause the dismissal of any proceeding instituted against the party under the Federal Bankruptcy Code, or the removal of any trustee appointed with respect to the party's property under the Federal Bankruptcy Code, within ninety (90) days of the commencement of such proceeding or appointment of such trustee, as the case may be.

- 8.2.2 Operator commits any act or fails to take any action that is specifically identified as a "Default" or an "Event of Default" by Operator under any provision of this Agreement that is not cured, in full or in part, for a period of thirty (30) days after written notice thereof by LTC Group to Operator, or if such Default or Event of Default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided Operator commences to cure such Default or Event of Default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.
- 8.2.3 The failure by Operator to keep, observe or perform any covenant, agreement, term or provision of this Agreement and the continuation of such failure, in full or in part, for a period of thirty (30) days after written notice thereof by LTC Group to Operator, or if such default cannot be cured within such thirty (30) day period, then such additional period as shall be reasonable provided Operator commences to cure such default within such thirty (30) day period and proceeds diligently to prosecute such cure to completion.

8.3 Remedies Upon an Event of Default

- 8.3.1 Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to pursue any one or more of the following courses of action: (i) to terminate this Agreement as provided in Article 3 and (ii) to institute any and all proceedings permitted by law or at equity, including, without limitation, actions for specific performance and/or damages.
- 8.3.2 Upon the occurrence of an Event of Default by either party, any amounts owed to the non-defaulting party shall accrue interest at an annual rate of twelve percent (12%), compounded annually, or the maximum non-usurious rate allowed by law, on the principal balance due commencing on the original due date of such payment through the date of payment.
- 8.3.3 The rights granted hereunder are intended to be cumulative, and shall not be in substitution for, but shall be in addition to, any and all rights and remedies available to the non-defaulting party (including, without limitation, injunctive relief and damages) by reason of applicable provisions of law or equity.

ARTICLE 9. INDEMNIFICATION AND HOLD HARMLESS

- 9.1 **INDEMNIFICATION BY LTC GROUP. LTC GROUP SHALL INDEMNIFY AND HOLD HARMLESS OPERATOR, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING IN ANY MANNER DIRECTLY OR INDIRECTLY FROM THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF LTC GROUP.**
- 9.2 **INDEMNIFICATION BY OPERATOR. TO THE FULLEST EXTENT PERMITTED BY LAW, OPERATOR SHALL INDEMNIFY AND HOLD HARMLESS LTC GROUP, ITS**

MEMBERS, MANAGERS, SHAREHOLDERS, PARTNERS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING IN ANY MANNER DIRECTLY OR INDIRECTLY FROM THE GROSS NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF OPERATOR AND ITS SHAREHOLDERS OR PARTNERS, AGENTS, EMPLOYEES, AND CONTRACTORS TO THE EXTENT THEY ARE UNDER THE DIRECTION AND CONTROL OF OPERATOR.

ARTICLE 10. ASSIGNMENT

10.1 Assignment

10.1.1 Neither LTC Group nor Operator shall assign or transfer its interest in this Agreement without the prior written consent of the other party which consent may be withheld in the sole discretion of such other party. For purposes of this Agreement, the following shall be considered an assignment or transfer of this Agreement: (i) any assignment, transfer, sale or disposition of the majority of the ownership interest of LTC Group, voluntarily or involuntarily, by the parties who owned such interest on the Effective Date, (ii) any issuance of ownership interest of LTC Group or other transaction that results in a change in the control of LTC Group or Operator, or (iii) any merger, consolidation or other similar transaction to which LTC Group or Operator is party.

10.1.2 In the event either party consents to an assignment of this Agreement by the other, no further assignment shall be made without the express consent in writing of such party, unless such assignment may otherwise be made without such consent pursuant to the terms of this Agreement. An assignment by either Operator or LTC Group of its interest in this Agreement shall not relieve Operator or LTC Group, as the case may be, from their respective obligations under this Agreement.

ARTICLE 11. MISCELLANEOUS

11.1 Further Assurances. Except as specifically provided in this Agreement, Operator or LTC Group, as the case may be, shall cause to be executed and delivered to the other party all such other instruments and shall take or cause to be taken such further or other action as may reasonably and in good faith be deemed by the other party to be necessary or desirable in order to further assure the performance by Operator or LTC Group, as the case may be, of any of their respective obligations under this Agreement.

11.2 Confidentiality. The parties hereto agree that the matters set forth in this Agreement are strictly confidential and other than as may be required by applicable state open records law and/or securities laws and regulations, each party will make every effort to ensure that the information is not disclosed to any outside person or entities (including the press) without the written consent of the other party.

11.3 Consents. Wherever in this Agreement the consent or approval of Operator or LTC Group is required and the same is not expressly indicated to be as the sole discretion of a party, such consent or approval shall not be unreasonably withheld, shall be in writing and shall be executed by a duly authorized officer or agent of the party granting such consent or approval. If either Operator or LTC Group fails to respond within thirty (30) days to a request by the other party for a consent or approval, such consent or approval shall be deemed to have been given.

11.4 Applicable Law. This Agreement shall be construed under and shall be governed by the laws of the State of Texas.

11.5 Headings. Headings of Articles and Sections are inserted only for convenience and in no way limit the scope of the particular Articles or Sections to which they refer.

11.6 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given on the date delivered, if delivered personally, on the fifth (5th) business day after being mailed by registered or certified mail (postage prepaid, return receipt requested), in each case, to the parties at the following addresses, or on the date sent and confirmed by electronic transmission to the telecopier number specified below (or at such other address or telecopier number for a party as shall be specified by notice given in accordance with this Section):

If to Operator, to:
Winnie-Stowell Hospital District
P.O. Box 1997
Winnie, Texas 77662
Attn: President

If to LTC Group:
LTC Group, LLC
3267 Bee Caves Road, Ste 107-511
Austin, TX 78746
Attn: President

11.7 HIPAA Compliance. The parties agree that the services provided under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the services provided herein, including but not limited to regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) (“HIPAA”) and Title 2, Section I, Chapter 181 of the Texas Medical Records Privacy Act. Furthermore, the parties shall amend this Agreement or execute any additional documentation to amend the Agreement to conform with HIPAA, the Texas Medical Records Privacy Act, or any new or revised legislation, rules, and regulations to which they are subject now or in the future, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation in order to ensure that the parties are at all times in conformance with all such laws.

11.8 Entire Agreement. This Agreement, together with other writings signed by the parties which are expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writings and may be changed only by a writing signed by both parties hereto.

Deleted: Each party agrees that if any action is necessary to interpret, construe or enforce this Agreement, including any action for injunctive relief, the action must be filed in one of the District Courts of Travis County, Texas. Each party waives any objection to venue in Travis County.

- 11.9 Waiver. The failure of either party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy herein contained, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.
- 11.10 Partial Invalidity. If any portion of this Agreement shall be declared invalid by order, decree or judgment of a court, this Agreement shall be construed as if such portion had not been inserted herein except when such construction would operate as an undue hardship on LTC Group or Operator, or constitute a substantial deviation from the general intent and purpose of said parties as reflected in this Agreement.
- 11.11 Construction. No provisions of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.
- 11.12 Limit on Recourse. Operator's and LTC Group's obligations under this Agreement are not with recourse to any director, manager, officer, employee, member, or agent of Operator or LTC Group, respectively.
- 11.13 Disclaimer. None of the services or assistance offered to Operator by LTC Group, or payments made to the LTC Group, shall in any manner be construed as an inducement for the referral of any patients or for the arrangement of any services covered under a Federal healthcare program. The parties do not intend the terms of this Agreement to provide for, and nothing in this Agreement shall be deemed or in any manner construed to be, the solicitation, receipt, offer or payment of remuneration for the furnishing of any item or service for which payment may be made in whole or in part under a Federal healthcare program, or in return for purchasing, leasing, ordering or arranging for, or recommending purchasing, leasing, ordering, any good, facility, service or item for which payment may be made in whole or in part under a Federal healthcare program. Such services and assistance are wholly intended to improve the delivery of health care services to the population and communities served by the parties, and are provided in a manner so as to confer a benefit on those communities. In the event any state or federal laws or regulations, now existing or enacted or promulgated after the effective date of this Agreement, are interpreted by judicial decision, a regulatory agency or legal counsel in such a manner as to indicate that the structure of this Agreement may be in violation of such laws or regulations, Operator and LTC Group shall attempt in good faith to amend this Agreement as necessary. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangement between Operator and LTC Group.
- 11.14 Authority. Each individual who has signed this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing.
- 11.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. Executed counterparts may be delivered by facsimile (and/or Adobe ® PDF), and shall be effective when received, with the original copy sent by overnight delivery service. This Agreement shall be of no force or effect unless and until it has been executed and delivered by both parties.

11.16 Dispute Resolution. Each party agrees that any dispute between the Parties that arises from this Agreement, or the operation of the Facility, including any action to interpret, construe or enforce this Agreement shall be resolved through binding arbitration in accordance with the Chapter 171 of the Texas Civil Practices and Remedies Code and the rules of the American Health Lawyers Association Alternative Dispute Resolution Service then in effect, or other nationally recognized alternative dispute resolution service that is mutually agreeable to the Parties. This provision shall not prohibit either Party from seeking any necessary injunctive relief from a court of competent jurisdiction in connection with any dispute arising from this Agreement or the operation of the Facility. **THE PARTIES KNOWINGLY AND WILLINGLY WAIVE ANY RIGHTS THEY MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY AND ALL DISPUTES THAT MAY ARISE FROM THIS AGREEMENT OR THE OPERATION OF THE FACILITY.**

11.17 Change in Law. If there is a change in any law, regulation, rule or reimbursement, state or federal, which adversely affects this Agreement, the Facility or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation, or rule, or if any of the provisions of this Agreement are found to be in violation of the laws existing at the time of such determination, and either party reasonably believes in good faith that the change, interpretation or determination will have a substantial adverse effect on that party's business operations or its rights or obligations under this Agreement, then the party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement and to take any action necessary to eliminate or reduce the substantial adverse effect on that party .

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

WINNIE-STOWELL HOSPITAL DISTRICT:

By: _____
Printed: _____
Title: President

Deleted: John Elroy Henry, Sr.

LTC GROUP, LLC

By: _____
Todd Biederman
for The Sage Group Services, LLC, its Manager

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

EXHIBIT A
FACILITIES AND SERVICES FEES

| <u>Facility</u> | <u>Address</u> | <u>Service Fee</u> |
|---|---|--------------------------|
| <u>Park Manor of Cypress Station</u> | <u>420 Lantern Bend Dr, Houston, TX, 77090</u> | <u>\$5,700 per month</u> |
| <u>Park Manor of Humble</u> | <u>19424 McKay Dr, Humble, TX, 77338</u> | <u>\$5,700 per month</u> |
| <u>Park Manor of Westchase</u> | <u>11910 Richmond Ave, Houston, TX, 77082</u> | <u>\$5,700 per month</u> |
| <u>Park Manor of Cyfair</u> | <u>11001 Crescent Moon Dr, Houston, TX, 77064</u> | <u>\$5,700 per month</u> |
| <u>Park Manor of Quail Valley</u> | <u>2350 FM 1092, Missouri City, TX, 77459</u> | <u>\$5,700 per month</u> |
| <u>Park Manor of Conroe</u> | <u>1600 Grand Lake Dr, Conroe, TX, 77301</u> | <u>\$5,700 per month</u> |
| <u>Marshall Manor Nursing and Rehabilitation Center</u> | <u>1007 S Washington Ave, Marshall, TX, 75670</u> | <u>\$5,700 per month</u> |
| <u>Highland Park Care Center</u> | <u>2714 Morrison, Houston, TX, 77009</u> | <u>\$5,700 per month</u> |
| <u>Marshall Manor West</u> | <u>207 West Merritt St, Marshall, TX, 75670</u> | <u>\$5,700 per month</u> |
| <u>Golden Villa</u> | <u>1104 S William St, Atlanta, TX, 75551</u> | <u>\$5,700 per month</u> |
| <u>Rose Haven Retreat</u> | <u>200 Live Oak Street, Atlanta, TX, 75551</u> | <u>\$5,700 per month</u> |
| <u>Spring Branch Transitional Care Center</u> | <u>1615 Hillendahl Rd, Houston, TX, 77055</u> | <u>\$5,700 per month</u> |
| <u>Garrison Nursing Home and Rehabilitation Center</u> | <u>333 North FM 95, Garrison, TX, 75946</u> | <u>\$5,700 per month</u> |
| <u>Clairmont Beaumont</u> | <u>1020 S 23rd St, Beaumont, TX, 77707</u> | <u>\$5,700 per month</u> |
| <u>The Woodlands Healthcare Center</u> | <u>4650 S Panther Creek Dr, The Woodlands, TX 77381</u> | <u>\$5,700 per month</u> |

Exhibit A

| <u>Facility</u> | <u>Address</u> | <u>Service Fee</u> |
|--|--|--------------------------|
| <u>Monument Rehabilitation and Nursing Center</u> | <u>120 State Loop 92, La Grange, TX, 78945</u> | <u>\$5,700 per month</u> |
| <u>Oakland Manor Nursing Center</u> | <u>1400 N Main St, Giddings, TX, 78942</u> | <u>\$5,700 per month</u> |
| <u>Hallettsville Rehabilitation and Nursing Center</u> | <u>825 W Fairwinds, Hallettsville, TX, 77964</u> | <u>\$5,700 per month</u> |
| <u>Oak Manor Nursing Center</u> | <u>624 N Converse St, Flatonia, TX, 78941</u> | <u>\$5,700 per month</u> |

Exhibit A

**EXHIBIT B
SERVICES**

LTC Group shall perform the following services subject to Operator's review and oversight:

1. A regular review of the Facility's finances, including, but not limited to, the following:
 - a. Monthly Payor Mix Trending and Analysis;
 - b. Monthly Financial Benchmarking;
 - c. Monthly A/R Review;
 - d. Monthly Bad Debt Review;
 - e. Monthly Budget Review; As necessary, a review of Manager's collection and deposit of all net patient revenue to the depository account and management of the cash flow of the Facility, including, without limitation, billing all patients and governmental or other third-party payors for all services provided by or at the facility, collecting all net patient revenue and paying all operating expenses and other accounts payable related to the operation of the facility;
 - f. As necessary, a review of all books and records relating to the operation of the facility;
 - g. As necessary, a review of all cost, expense and reimbursement reports and related documents relating to services provided to residents, including without limitation the Medicare and Medicaid cost reports and Texas supplemental payment programs;
 - h. As necessary, review of Minimum Data Set ("MDS") and Resident Assessment Protocols ("RAPs") on a schedule and as required by applicable federal regulations, including 42 C.F.R. §483.20;
 - i. LTC Group, as necessary, shall request and review the HHSC annual RUG review/audit; and
 - j. A review of annual operating budget proposed by Manager.

2. A regular review of the Facility's operations, including, but not limited to, the following:
 - a. Daily census tracking and review of monthly occupancy report;
 - b. Quarterly on-site visit with facility administrator;
 - c. Monthly operational compliance monitoring;
 - d. As needed, assist with any survey, inspection or site investigation or accreditation process conducted by a governmental, regulatory, certifying or accrediting entity with authority or jurisdiction over the Facility, and assist with the implementation of any official findings of such reviews;
 - e. Assist Operator with any legal dispute in which Operator is involved relating to the ownership, services or operation of the facility; and
 - f. Assist Operator and its certified public accountants in connection with any audit, review or reports conducted or prepared in connection with the ownership or operation of the Facility.

3. A regular review of the Facility's clinic performance, including, but not limited to, the following:
 - a. Monthly Incident/Accident Trending & Analysis;
 - b. Monthly Infection Control Trending & Analysis;
 - c. Monthly Weight Assessment Review;
 - d. Monthly Skin Assessment Review;
 - e. As necessary, review clinical compliance for facilities;
 - f. As necessary, Annual Clinical Policy Review;
 - g. As needed, a review of the Facility's resident care and health care policies and procedures and general administrative policies and procedures, including, without limitation, policies and procedures for the control of revenue and expenditures, for the purchasing of supplies

Deleted: In consideration for the compensation received for this Agreement, and at the expense of LTC Group.

Deleted: <#>Provide assistance to Hospital District to enforce all provisions of the following agreements between Hospital District and Marshall SNF LLC.¶

¶

a. Management Agreement; ¶

b. Lease Agreement; ¶

c. Operations Agreement; and ¶

d. HIPPA Business Associate Agreement.¶

¶

Review and report to the District on

Deleted: ¶

<#>Daily Medicare RUG Review . ¶

¶

<#>Daily Medicaid RUG Review . ¶

¶

<#>Daily Private Insurance Rate Review . ¶

¶

<#>Monthly bank reconciliation of the District's depository account to ensure compliance with the Management Agreement.¶

¶

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Deleted: On-Site Visit with Facility Administrator; .

Deleted: Hospital District

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Deleted: Services

Deleted: Facility

Deleted: Hospital District

Deleted: Review and report to the District on

Deleted: quality

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Deleted: Facility's

- and services, for the control of credit, and for the scheduling of maintenance;
- h. As necessary, assist facility in accordance with a quality assessment performance improvement program and a compliance plan; and
 - i. As necessary, as reasonably requested, review and assist with quality assurance committee.

Deleted: ¶
Assist Facility

- 4. Upon the request of Operator, attend meetings of Operator's governing board or executive staff to discuss services and other relevant issues.

Deleted: 4. .

Deleted: Hospital District

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- 5. Financial services on behalf of the Operator:

- a. Daily review of accounts for deposits; weekly wire transfers to the operators;
- b. Review and/or prepare monthly reconciliation of back accounts;
- c. Prepare month end closing journal entries for Operator financial statements;
- d. Ensure financial mechanisms are in place to ensure timely distribution of funds to meet obligations;
- e. Assist with annual Operator audits.

Exhibit “I”

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
BBVA COMPASS BANK BUILDING
3535 CALDER AVENUE, SUITE 300
BEAUMONT, TEXAS 77706
TELEPHONE: (409) 833-9182
TELEFAX: (409) 833-8819

Hubert Oxford, IV

hoxfordiv@benoxford.com

November 16, 2017

Via USPS First Class

State and Local Records Management Division
Texas State Library and Archives Commission
P.O. Box 12927
Austin, Texas 78711-2927

Re: Winnie Stowell Hospital District Document Retention Program

Dear Sir or Madam,

Enclosed please find copies of the following records being submitted on behalf of Winnie Stowell Hospital District:

1. Order Establishing Records Management Program;
2. Designation of Local Government Records Management Officer; and,
3. Declaration of Compliance.

Should you have any questions or require additional information, please contact us to discuss further.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: _____
Hubert Oxford, IV

HOIV
Enclosures

**ORDER ESTABLISHING
RECORDS MANAGEMENT PROGRAM**

THE STATE OF TEXAS §
 §
COUNTY OF CHAMBERS §

WHEREAS, Title 6, Subtitle C, Local Government Code (Local Government Records Act), provides that each local government must establish an active and continuing records management program; and

WHEREAS, Winnie Stowell Hospital District (“DISTRICT”) desires to adopt a plan for that purpose and to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping.

THEREFORE, DISTRICT adopts the following:

SECTION 1. DEFINITION OF RECORDS OF DISTRICT. All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by DISTRICT or any of its officers or employees pursuant to law or in the transaction of public business are hereby declared to be the records of DISTRICT and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it and in no other manner.

SECTION 2. RECORDS DECLARED PUBLIC PROPERTY. All records as defined in Sec. 1 of this plan are hereby declared to be the property of DISTRICT. No official or employee of DISTRICT has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

SECTION 3. POLICY. It is hereby declared to be the policy of DISTRICT to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all records of this office through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Local Government Records Act and accepted records management practice.

SECTION 4. RECORDS MANAGEMENT OFFICER. DISTRICT’s District Administrator will serve as records management officer for DISTRICT as provided by law and will ensure that the maintenance, destruction, electronic storage, or other disposition of the records of this office are carried out in accordance with the requirements of the Local Government Records Act.

SECTION 5. RECORDS CONTROL SCHEDULES. Appropriate records control schedules issued by the Texas State Library and Archives Commission shall be adopted by the

records management officer for use in DISTRICT, as provided by law. Any destruction of records of DISTRICT will be in accordance with these schedules and the Local Government Records Act.

Signed this the 15th day of November, 2017.

**CHAMBERS COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

By: _____
Edward Murrell, President
Board of Directors

ATTEST:

Raul Espinoza, Secretary
Board of Directors

SIGNED AND SEALED this _____ day of November, 2017.

Raul Espinoza, Secretary
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF CHAMBERS §

This instrument was acknowledged before me on this ____ day of November, 2017, by Raul Espinoza, Secretary of the Board of Directors for Winnie Stowell Hospital District on behalf of said District.

(seal)

Notary Public Signature



Designation of Local Government Records Management Officer

Purpose: The purpose of this form is to notify the Texas State Library and Archives Commission of a change in Records Management Officer (RMO).

Instructions: Elected officials complete Section One **only**; all other local governments complete Section Two **only**.

Section 1 Elected County Officials **ONLY**

1. County: _____
2. Title of Office: _____
3. Name of Officeholder: _____
4. Address: _____
5. City: _____ ZIP code: _____
6. Telephone: _____
7. Email address (optional): _____

Please subscribe this email address to *The Texas Record* blog for news and training information.

Signature _____ Date: _____

Section 2 All Other Local Government Offices

Before filling out this form, consult the Records Management policy/order/ordinance (“policy”) approved by your governing body. If the position of the RMO has changed, or if the policy names an individual who is no longer serving as RMO, a new policy must be filed along with this form.

1. Government: _____
2. Position Designated in Policy: _____
3. Individual’s Name: _____
4. Address: _____
5. City: _____ ZIP code: _____
6. Telephone: _____
7. Email address (optional): _____

Please subscribe this email address to *The Texas Record* blog for news and training information.

Signature _____ Date: _____

Please return original, signed form within 30 days of RMO change to:

State and Local Records Management Division
Texas State Library and Archives Commission
P.O. Box 12927
Austin, TX 78711-2927



Declaration of Compliance

with the Records Scheduling Requirement of the Local Government Records Act
Submitted pursuant to Local Government Code §203.041(a)(2)

Section 1 SUBMISSION OF DATA

1. Government: _____
2. Address: _____
City: _____ ZIP code: _____
3. Telephone: _____ 4. Email (optional): _____

Section 2 LOCAL GOVERNMENT CERTIFICATION

As records management officer for the local government or elective county office named, I hereby declare, that in lieu of filing records control schedules, we have adopted records control schedules that comply with minimum requirements established on records retention schedules issued by the Texas State Library and Archives Commission (as checked below) for use in our records management program. In doing so, I also certify that the administrative rules for electronic records, adopted by the commission under Local Government Code §205.003(a) will be followed for records subject to the rules. I understand that:

- the validity of this declaration is contingent on its acceptance for filing by the commission;
- if we have previously filed documentation with the commission in which we declared our intent to retain all records permanently, we must attach amended documentation to this declaration before it can be accepted for filing;
- the records retention schedules adopted by this declaration may be amended by filing for approval a supplemental Records Control Schedule Amendment (SLR 520) on which are listed proposed retention periods for records that do not appear on schedules issued by the commission (as checked below);
- if a supplemental Records Control Schedule Amendment is not filed, we must file a Request for Authorization to Destroy Unscheduled Records (SLR 501) in order to destroy records that do not appear on schedules issued by the commission (as checked below); and
- the commission will provide us with access to subsequent editions of any schedules issued by the commission.

1. I hereby declare that our records control schedules will comply with the following schedules issued by the commission:

- | | |
|--|--|
| <input type="checkbox"/> Schedule CC (Records of County Clerks) | <input type="checkbox"/> Schedule LC (Records of Justice and Municipal Courts) |
| <input type="checkbox"/> Schedule DC (Records of District Clerks) | <input type="checkbox"/> Schedule PS (Records of Public Safety Agencies) |
| <input type="checkbox"/> Schedule EL (Records of Elections and Voter Registration) | <input type="checkbox"/> Schedule PW (Records of Public Works and Services) |
| <input type="checkbox"/> Schedule GR (Records Common to All Governments) | <input type="checkbox"/> Schedule SD (Records of Public School Districts) |
| <input type="checkbox"/> Schedule HR (Records of Public Health Agencies) | <input type="checkbox"/> Schedule TX (Records of Property Taxation) |
| <input type="checkbox"/> Schedule JC (Records of Public Junior Colleges) | <input type="checkbox"/> Schedule UT (Records of Utility Services) |

2. If any records control schedules or amendments have been filed with the commission, I also hereby declare that those schedules or amendments:

are superseded by this declaration.

are not superseded by this declaration. I understand that, in the event of a conflict between the previously filed records control schedules or amendments and the schedules adopted by this declaration, the longer retention period shall apply.

Name and Title: _____

Signature: _____ Date: _____

Section 3 TEXAS STATE LIBRARY ACCEPTANCE (to be completed by Texas State Library)

This Declaration of Compliance has been accepted for filing pursuant to Local Government Code §203.043(a). A record appearing on a schedule issued by the commission (as checked above) may be disposed of at the expiration of its retention period without additional notice to the Director and Librarian, subject to the provisions of Local Government Code §203.041(d).

Name and Title: _____

Signature: _____ Date: _____

Instructions for Completing Form SLR 508

PURPOSE: *State law requires that each local government that wishes to have the authority to destroy records must submit to the Texas State Library and Archives Commission records control schedules listing the records created or received by the local government and retention periods for the records. Form SLR 508 may be used by a local government who wishes to adopt the records retention schedules promulgated by the commission in lieu of filing records control schedules with the commission.*

SECTION 1: SUBMISSION OF DATA

Field 1 Enter the complete name of the local government (e.g., City of Amarillo, Brownsville ISD, Brazos County, Harris County Municipal Utility District #25, Tarrant County Constable Pct. 4).

Fields 2-4 Enter the contact information for the Records Management Officer.

SECTION 2: LOCAL GOVERNMENT CERTIFICATION

Field 1 Check the boxes next to the Local Schedules with which your government will comply. If you are not sure which Local Schedules to adopt, please contact the State and Local Records Management Division.

Schedule CC is for use by county clerks, county surveyors, and local registrars.

Schedule DC is for use by district clerks.

Schedule EL is for use by any entity with records of elections and voter registration.

Schedule GR includes records such as meeting minutes, personnel files, and accounting records, and is for use by all local governments.

Schedule HR is for use by local health units and departments, public health districts, public hospitals, animal control departments, and animal shelters.

Schedule JC is for use by public junior colleges.

Schedule LC is for use by justice and municipal courts.

Schedule PS is for use by public safety agencies.

Schedule PW is for use by counties, municipalities, and any local government entity with records of public works and other government services (including, but not limited to: veterans service officers, soil and water conservation districts, public libraries, airports, social services, and planning and zoning offices).

Schedule SD is for use by public school districts, open-enrollment charter schools, and other educational districts and cooperatives.

Schedule TX is for use by appraisal districts and tax offices of taxing units.

Schedule UT is for use by public utilities (water districts and local government-owned water and wastewater, solid waste, electric, and gas utility departments).

Field 2 If no previous records control schedules have been filed with the commission, leave blank.

a. Choose "are superseded" if you would like for this declaration to replace a records control schedule previously filed with the commission.

b. Choose "are not superseded" if you would like any previously filed records control schedule to remain in effect.

Signature Declarations must be signed by the designated records management officer of the local government or elective county office. Declarations not signed by the records management officer will be returned for re-submission. Local Government Code, §203.041(a)(2)

SECTION 3: DO NOT WRITE IN THIS FIELD. TSLAC USE ONLY.

SUBMISSION: Mail to the address at the bottom of the form. The form may not be filed electronically. A copy of this form indicating its acceptance for filing will be returned to the records management officer.



LOCAL SCHEDULE GR

(Revised Fifth Edition)

RETENTION SCHEDULE FOR RECORDS COMMON TO ALL LOCAL GOVERNMENTS

This schedule establishes mandatory minimum retention periods for records that are usually found in all local governments, regardless of type. No local government office may dispose of a record listed in this schedule prior to the expiration of its retention period. A records control schedule of a local government may not set a retention period that is less than that established for the record in this schedule. Original paper records may be disposed of prior to the expiration of their minimum retention periods if they have been microfilmed or electronically stored pursuant to the provisions of the Local Government Code, Chapter 204 or Chapter 205, as applicable, and rules of the Texas State Library and Archives Commission adopted under those chapters. Actual disposal of such records by a local government is subject to the policies and procedures of its records management program.

Destruction of local government records contrary to the provisions of the Local Government Records Act of 1989 and administrative rules adopted under it, including this schedule, is a Class A misdemeanor and, under certain circumstances, a third degree felony (Penal Code, Section 37.10). Anyone destroying local government records without legal authorization may also be subject to criminal penalties and fines under the Public Information Act (Government Code, Chapter 552).

INTRODUCTION

The Government Code, Section 441.158, provides that the Texas State Library and Archives Commission shall issue records retention schedules for each type of local government, including a schedule for records common to all types of local government. The law provides further that each schedule must state the retention period prescribed by federal or state law, rule of court, or regulation for a record for which a period is prescribed; and prescribe retention periods for all other records, which periods have the same effect as if prescribed by law after the records retention schedule is adopted as a rule of the Commission. If applicable, the wording of the records series will match that of any federal or state law, rule of court, or regulation, and citation to law, rule, or regulation will be provided in the Remarks section.

Retention periods listed in this schedule apply to records in any medium. If records are stored electronically, they must remain available and accessible until the retention period assigned by this schedule, along with any hardware or software required to access or read them. Electronic records may include electronic mail (e-mail), websites, electronic publications, or any other machine-readable format. Paper or microfilm copies may be retained in lieu of electronic records.

The use of social media applications may create public records. Any content (messages, posts, photographs, videos, etc.) created or received using a social media application may be considered records and should be managed appropriately. The retention of social media records is based on content and function. Local governments will need to consult the relevant records retention schedule for the minimum retention periods.

Unless otherwise stated, the retention period for a record is in calendar years from the date of its creation. The retention period, applies only to an official record as distinct from convenience or working copies created for informational purposes. Where several copies are maintained, each local government should decide which shall be the official record and in which of its divisions or departments it will be maintained. Local governments in their records management programs should establish policies and procedures to provide for the systematic disposal of copies.

A local government record whose retention period has expired may not be destroyed if any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record is initiated; its destruction shall not occur until the completion of the action and the resolution of all issues that arise from it.

A local government record whose retention period expires during any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record may not be destroyed until the completion of the action and the resolution of all issues that arise from it.

If a record described in this schedule is maintained in a bound volume of a type in which pages were not meant to be removed, the retention period, unless otherwise stated, dates from the date of last entry.

If two or more records listed in this schedule are maintained together by a local government and are not severable, the combined record must be retained for the length of time of the component with the longest retention period. A record whose minimum retention period on this schedule has not yet expired and is **less than permanent** may be disposed of if it has been so badly damaged by fire, water, or insect or rodent infestation as to render it unreadable, or if portions of the information in the record have been so thoroughly destroyed that remaining portions are unintelligible. If the retention period for the record is **permanent** in this schedule, authority to dispose of the damaged record must be obtained from the Director and Librarian of the Texas State Library and Archives Commission. A Request for Authority to Destroy Unscheduled Records (Form SLR 501) should be used for this purpose.

Certain records listed in this schedule are assigned the retention period of AV (as long as administratively valuable). This retention period affords local governments the maximum amount of discretion in determining a specific retention period for the record described.

Use of Asterisk (*)

The use of an asterisk in this edition of Local Schedule GR indicates that the record is either new to this edition, the retention period for the record has been changed, or amendments have been made to the description of or remarks concerning the record. An asterisk is not used to indicate minor amendments to grammar or punctuation.

ABBREVIATIONS USED IN THIS SCHEDULE

AV - As long as administratively valuable
FE - Fiscal year end
TAC - Texas Administrative Code
US - Until superseded
LA – Life of asset
CE – Calendar year end

Table of Contents

| | |
|--|---------|
| Part 1: Administrative Records _____ | page 4 |
| Section 1-1: Records of Governing Bodies _____ | page 4 |
| Section 1-2: General Records _____ | page 7 |
| Part 2: Financial Records _____ | page 19 |
| Section 2-1: Fiscal Administration and Reporting Records _____ | page 22 |
| Section 2-2: Accounting Records _____ | page 26 |
| Part 3: Personnel and Payroll Records _____ | page 30 |
| Section 3-1: Personnel Records _____ | page 31 |
| Section 3-2: Payroll Records _____ | page 45 |
| Part 4: Support Services Records _____ | page 52 |
| Section 4-1: Purchasing Records _____ | page 52 |
| Section 4-2: Facility, Vehicle, and Equipment Management Records _____ | page 53 |
| Section 4-3: Communication Records _____ | page 58 |
| Section 4-4: Workplace Safety Records _____ | page 59 |
| Part 5: Information Technology Records _____ | page 61 |
| Section 5-1: Records of Automated Applications _____ | page 62 |
| Section 5-2: Computer Operations and Technical Support Records _____ | page 64 |

PART 1: ADMINISTRATIVE RECORDS

SECTION 1-1: RECORDS OF GOVERNING BODIES

Retention Note: SCOPE OF SECTION - The retention periods established in this section also apply to the records of subsidiary boards, bureaus, commissions, or committees established by the governing body of a local government that have rulemaking or quasi-judicial authority over any activity or program of the government or that were established by ordinance, order, or resolution for the purposes of advising the governing body or a subsidiary body on policy. Consequently, the use of the term “governing body” in a records description includes the corresponding records of those subsidiary bodies.

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|--------------------|--------------------|--|--|---|
| GR1000-01 | AGENDAS | | | |
| GR1000-01a | AGENDAS | Open meetings. 1) If the minutes describe each matter considered by the governing body and reference to an agenda is not required. 2) If the minutes do not describe each matter considered by the governing body and reference to an agenda is required. | 2 years. PERMANENT. | |
| GR1000-01b | AGENDAS | Certified agendas of closed meetings. | 2 years. | By law - Government Code, Section 551.104(a). |
| GR1000-02 | DEDICATIONS | | PERMANENT. | |
| *GR1000-03 | MINUTES | | | Retention Note: The use of the term “audiovisual recordings” in (c)-(f) means any medium on which audio or a combination of audio and video is recorded. |
| GR1000-03a | MINUTES | Written minutes. | PERMANENT. | |
| GR1000-03b | MINUTES | Notes taken during meetings from which written minutes are prepared. | 90 days after approval of minutes by the governing body. | |
| *GR1000-03c | MINUTES | Audiovisual recordings of open meetings, except as described in (d), for which written minutes are not prepared. | PERMANENT. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--------------|---|--|---|
| *GR1000-03d | MINUTES | Audiovisual recordings of workshop sessions of governing bodies in which votes are not made and written minutes are not required by law to be taken. | 2 years. | |
| *GR1000-03e | MINUTES | Audiovisual recordings of open meetings for which written minutes are prepared. | 90 days after approval of minutes by the governing body. | |
| *GR1000-03f | MINUTES | Certified audiovisual recordings of closed meetings. | 2 years. | By law - Government Code, Section 551.104(a). |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|----------------------|--|------------------|---|
| GR1000-03g | MINUTES | Supporting documentation - One copy of each document of any type submitted to a meeting of a governing body for consideration, approval, or other action; if such action is reflected in the minutes of the meeting. | 2 years. | <p>Retention Notes: a) The retention periods for many of the documents submitted to a governing body for action are established elsewhere in this or other commission schedules and are often longer than the 2-year retention period for supporting documentation set here. The 2-year retention requirement does not override a longer retention requirement set elsewhere, but rather is meant to ensure that all documents presented for action by a governing body are retained at least two years. This schedule does not require that supporting documentation be maintained together, but the retention by the clerk or secretary to the governing body of one set of the documents submitted at each meeting (often called "council packets" in municipalities) for two years would ensure satisfaction of the minimum retention requirement. Clerks or secretaries to governing bodies should exercise caution in disposing of supporting documentation to avoid destruction of the record copy of a document for which they are custodian before the expiration of its retention period.</p> <p>b) Review before disposal; some supporting documentation, not already required to be maintained PERMANENTLY elsewhere in this or other commission schedules, may merit PERMANENT retention for historical reasons.</p> |
| GR1000-04 | OPEN MEETING NOTICES | | 2 years. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|--|---|--|
| *GR1000-05 | ORDINANCES, ORDERS, AND RESOLUTIONS | | PERMANENT. | Retention Note: Includes ordinances, orders, or resolutions that have been repealed, revoked, or amended. |
| GR1000-06 | PETITIONS | Petitions from the public to the governing body or subsidiary boards or commissions of a local government. | Final action on the petition + 2 years. | Retention Notes: a) Does not include petitions noted elsewhere in this or other commission schedules or any petition presented to a commissioners court that state law requires a county clerk to record. See Local Schedule CC (Records of County Clerks). b) "Final action" includes a decision to take no further action on a petition. |
| GR1000-07 | PROCLAMATIONS | | 2 years. | |
| *GR1000-08 | SPEECHES, PAPERS, AND PRESENTATIONS– ELECTED OFFICIALS | Notes or text of speeches, papers, presentations or reports delivered in conjunction with government work by elected officials. | End of term in office or termination of service in that position. | Retention Notes: a) For speeches, papers, and presentations of other local government staff see GR1000-51. b) Review before disposal; some records may merit PERMANENT retention for historical reasons. |
| *GR1000-09 | PUBLIC COMMENT FORMS | Public comment forms, citizen comment forms, registration cards, or other similar documents filled out by members of the public wishing to speak at an open meeting. | 2 years. | Retention Note: If all information from the public comment form is documented in written minutes of the meeting, the public comment form need only be retained for the retention period listed in GR1000-03b. |

SECTION 1-2: GENERAL RECORDS

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|------------------|---|------------------|---|
| *GR1000-20 | ACCIDENT REPORTS | Reports of accidents to persons on local government property or in any other situation in which a local government could be party to a lawsuit. | | Retention Note: For reports of work-related injuries and illnesses to employees see GR1050-32. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---------------------------|---|--|--|
| GR1000-20a | ACCIDENT REPORTS | Reports of accidents to adults. | 3 years from date of report if no claim is filed; 3 years after settlement or denial of the claim if a claim is filed, whichever applicable. | |
| GR1000-20b | ACCIDENT REPORTS | Reports of accidents to minors. | Date minor reaches majority age + 3 years, if no claim filed; 3 years after settlement or denial of claim if a claim is filed, whichever applicable. | |
| *GR1000-21 | AFFIDAVITS OF PUBLICATION | Affidavits of Publication, including any accompanying clipping proofs or tear sheets. | | |
| *GR1000-21a | AFFIDAVITS OF PUBLICATION | Publication of municipal ordinances. | PERMANENT. | Retention Note: It is an exception to the permanent retention period that affidavits of publication and associated documentation for ordinances that are codified or re-codified may be disposed of after the effective date of the new code. |
| *GR1000-21b | AFFIDAVITS OF PUBLICATION | Election notices. | | By law – Election Code, Sections 4.005(d) and 66.058(a). |
| | | 1) In an election involving a federal office. | Election day + 22 months. | |
| | | 2) In an election not involving a federal office. | Election day + 6 months. | |
| GR1000-21c | AFFIDAVITS OF PUBLICATION | All other published legal notices. | 2 years. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|--|---|---|
| GR1000-22 | ANNEXATION, DISANNEXATION, ABOLITION, AND OTHER JURISDICTIONAL RECORDS | Records relating to the annexation or disannexation of territory to or from a local government, to its abolition, or to other actions which affect its territorial jurisdiction or service area, including reports, correspondence, records of public hearings, agreements, and similar records. | PERMANENT. | Retention Note: A contract or agreement relating to territorial jurisdiction or the delivery of services between two or more governments (e.g., between a city and a county for fire services in an unincorporated area) must be kept for the retention period in item number GR1000-25. |
| *GR1000-23 | CHARTERS | Charters, Articles of Incorporation, Orders of Incorporation, Orders of Change, or other similar documents used to establish or modify the administration of a local government. | PERMANENT. | |
| *GR1000-24 | COMPLAINTS | Complaints received from the public by a governing body or any officer or employee of a local government relating to government employees, policies, etc. | Resolution or dismissal of complaint + 2 years. | Retention Notes: a) The 2-year retention period applies only to complaints of a general nature that do not fall into a different category of complaint noted in this or other commission schedules. For example, complaints from the public about potential fire hazards are scheduled in Local Schedule PS (Records of Public Safety Agencies) and have a longer retention period. b) For complaints received from local government employees see GR1050-20. |
| *GR1000-25 | CONTRACTS, LEASES, AND AGREEMENTS | Contracts, leases, and agreements, including reports, correspondence, performance bonds, certificates of liability, and similar records relating to their negotiation, administration, renewal, or termination, except construction contracts (see item number GR1075-16). | 4 years after the expiration or termination of the instrument according to its terms. | Retention Note: Review before disposal; some records of this type may merit PERMANENT retention for historical reasons. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|--|------------------|---|
| GR1000-26 | CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES | | | <p>Retention Note: The minimum retention period for correspondence or internal memoranda in categories (a) and (b) directly linked to another record series or group listed in this or other commission schedules is that assigned to the other group or series. For example, a letter from an external auditor regarding an audit of a local government’s financial records should be retained for the retention period given under item number GR1025-01(e); a letter concerning a workers compensation claim should be retained for the period given under item number GR1050-32, etc. The retention periods that follow are for correspondence and internal memoranda that do not readily fall within other record groups.</p> |
| GR1000-26a | CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES | Administrative – Incoming/outgoing and internal correspondence pertaining to the formulation, planning, implementation, modification, or redefinition of the programs, services, or projects of a local government and the administrative regulations, policies, and procedures that govern them. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities, and topics. | 4 years. | <p>Retention Note: Review before disposal; some correspondence of this type may merit PERMANENT retention for historical reasons.</p> |
| *GR1000-26b | CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES | General – Incoming/outgoing and internal correspondence pertaining to the regular operation of the policies, programs, services, or projects of a local government. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities, and topics. | 2 years. | <p>Retention Note: Records management officers should use caution before disposal of these records to ensure the records should not be classified under administrative correspondence (GR100-26a).</p> |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|--|---|---|
| GR1000-26c | CORRESPONDENCE, INTERNAL MEMORANDA, AND SUBJECT FILES | Routine - Correspondence and internal memoranda such as letters of transmittal, requests for publications, internal meeting notices, and similar routine matters. May also include subject files, which are collections of correspondence, memos and printed materials on various individuals, activities, and topics. | AV. | |
| *GR1000-27 | DEEDS | Deeds, title opinions, abstracts and certificates of title, title insurance, documentation concerning alteration or transfer of title, and similar records evidencing public ownership of real property. | PERMANENT. | |
| GR1000-28 | EASEMENTS | Documentation relating to easements and rights-of-way for public works or other local government purposes, including releases. | PERMANENT. | |
| *GR1000-29 | INSURANCE POLICIES | Liability, theft, fire, health, life, automobile, and other policies for local government property and personnel including supporting documentation relevant to the implementation, modification, renewal, or replacement of policies. | 4 years after expiration or termination of the policy according to its terms and all rights granted under it. | |
| GR1000-30 | LEGAL OPINIONS | Formal legal opinions rendered by counsel or the Attorney General for a local government, including any written requests for opinions, concerning the governance and administration of a local government. | PERMANENT. | <p>Retention Note: For retention of opinions rendered for a Public Information Act Request see GR1000-34.</p> <p>For retention of informal legal opinions and other correspondence provided by counsel see GR1000-26a.</p> |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---------------------------------|--|--|--|
| *GR1000-31 | LITIGATION CASE FILES | | AV after decision of a local government not to file a lawsuit or decision that a lawsuit will not be filed against it; dismissal of a lawsuit for want of prosecution or on motion of the plaintiff; or final decision of a court (or of a court on appeal, if applicable) in a lawsuit. | Retention Notes: a) Includes all cases to which a local government is a party unless the case file is of a type noted elsewhere in this or other commission schedules. b) Review before disposal; some case files may merit PERMANENT retention for historical reasons. |
| *GR1000-32 | MINUTES (STAFF) | Minutes of internal staff meetings. | AV. | Retention Note: For minutes of governing bodies of local governments see GR1000-03. |
| GR1000-33 | PUBLIC RELATIONS RECORDS | News, press releases, or any public relations files maintained or issued by an agency. Includes print, electronic, audio, and audiovisual records. | 2 years. | Retention Note: Review before disposal; some records may merit PERMANENT retention for historical reasons. |
| GR1000-34 | PUBLIC INFORMATION ACT REQUESTS | Includes all correspondence and documentation relating to requests for records under the Public Information Act (Chapter 552, Government Code). | | |
| *GR1000-34a | PUBLIC INFORMATION ACT REQUESTS | Non-exempted records and withdrawn requests. | Date request for records fulfilled or withdrawn + 1 year. | |
| *GR1000-34b | PUBLIC INFORMATION ACT REQUESTS | Exempted records. | Date of notification that records requested are exempt from disclosure + 2 years. | |
| *GR1000-35 | ORGANIZATIONAL CHARTS | | US. | Retention Note: Review before disposal; some records may merit PERMANENT retention for historical reasons. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|--|--|--|
| *GR1000-36 | PERMITS AND LICENSES | Records documenting the application for and the issuance of permits and licenses (including certificates of liability and other required documentation) by a local government for sales, solicitation, facility usage, and similar activities. Does not include permits and licenses issued for the construction of or alterations to real property, for those relating to health and sanitation, or for those issued by police or fire departments listed in other commission schedules. | Expiration, cancellation, revocation, or denial + 2 years. | |
| GR1000-37 | PHOTOGRAPHS, IMAGES, RECORDINGS, AND OTHER NON-TEXTUAL MEDIA | Photographs, photographic scrapbooks, slides, sound recordings, videotapes, posters, and other non-textual media that document the history and activities of a local government or any of its departments, programs, or projects except such records noted elsewhere in this or other commission schedules. | AV. | Retention Note: Review before disposal, some records may merit PERMANENT retention for historical reasons. Local governments should consult with local historical or genealogical societies to assist with the appraisal. Be certain that photographs and other non-textual media do not fall within other records series. For example, mug shots and photographs of fire damage are listed in Local Schedule PS (Records of Public Safety Agencies) under police and fire department records respectively. |
| GR1000-38 | POLICY AND PROCEDURE DOCUMENTATION | Executive orders, directives, manuals, and similar documents that establish and define the policies, procedures, rules, and regulations governing the operations or activities of a local government as a whole or any of its departments, programs, services, or projects. | US, expired, or discontinued + 5 years. | Retention Note: Review before disposal; some records may merit PERMANENT or long-term retention for historical or legal reasons. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|----------------------------|---|-------------------------------|---|
| GR1000-39 | PUBLICATIONS | Pamphlets, reports, studies, proposals, and similar material printed by or for a local government or any of its departments, subdivisions, or programs and distributed to or intended for distribution to the public on request and departmental or program newsletters designed for internal distribution. | One copy of each PERMANENT. | Retention Note: The following categories of printed material, whether distributed publicly or internally, are exempted from the retention period and may be disposed of at option; (a) educational matter provided by charitable or public awareness organizations (e.g., United Way, American Heart Association); and (b) public service leaflets or flyers whose contents are of a general nature and not specific to the government distributing them, beyond the inclusion of an address, telephone number, office hours, and similar information (e.g., a flyer detailing water conservation tips sent to customers of a municipal water utility; a pamphlet explaining the appraisal review board process sent to taxpayers by an appraisal district). |
| GR1000-40 | RECORDS MANAGEMENT RECORDS | | | |
| GR1000-40a | RECORDS MANAGEMENT RECORDS | Records control schedules (including all successive versions of and amendments to schedules). | US. | Retention Note: Original is retained by the State and Local Records Management Division, Texas State Library and Archives Commission. |
| *GR1000-40b | RECORDS MANAGEMENT RECORDS | Records documenting the disposition of records under records control schedules, including requests submitted to the Texas State Library and Archives Commission for authorization to destroy unscheduled records or the originals of permanent records that have been microfilmed. | PERMANENT. | |
| GR1000-40c | RECORDS MANAGEMENT RECORDS | Lists or inventories of the active and inactive records created or received by a local government. | US, expired, or discontinued. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|----------------------|---|---|--|----------------|
| *GR1000-40d | RECORDS MANAGEMENT RECORDS | Plans and similar documents establishing the policies and procedures under which a records management program operates. | US, expired, or discontinued + 5 years. | |
| *GR1000-40e | RECORDS MANAGEMENT RECORDS | Records transmittal forms or similar records documenting transfer of records to or from a records storage facility. | Date of disposition or return of records from storage, whichever sooner, +2 years. | |
| GR1000-41 | REPORTS AND STUDIES (NON-FISCAL) | | | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|--|------------------|--|
| *GR1000-41a | REPORTS AND STUDIES (NON-FISCAL) | Annual, sub-annual, or irregularly prepared reports, performance audits, or planning studies submitted to the governing body or chief administrative officer of a local government or by the local government to a state agency, as may be required by law or regulation, on the non-fiscal performance of a department, program, or project or for planning purposes, including those prepared by consultants under contract with a local government, except documents of similar types noted in this or other commission schedules. | | |
| | | (1) Annual reports. | PERMANENT. | |
| | | (2) Special reports or studies prepared by order or request of the governing body or considered by the governing body (as reflected in its minutes) or ordered or requested by a state agency or a court. | PERMANENT. | |
| | | (3) Special reports or studies prepared by order or request of the chief administrative officer. | 5 years. | Retention Note: Review before disposal; some records may merit PERMANENT retention for historical reasons. |
| | | (4) Monthly, bimonthly, quarterly, or semi-annual reports. | 3 years. | |
| | | (5) Working papers and raw data used to create any report for (1) and (2) above. | 3 years. | |
| | | (6) Working papers and raw data used to create any report for (3) and (4) above. | 1 year. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|---|---|--|
| GR1000-41b | REPORTS AND STUDIES (NON-FISCAL) | Activity reports compiled on a daily or other periodic basis pertaining to workload measures, time studies, number of public contacts, etc., except reports of similar types noted in this or other commission schedules. | 1 year. | |
| *GR1000-42 | WAIVERS OF LIABILITY | Waivers of liability, including statements signed by volunteers acknowledging non-entitlement to benefits, agreeing to abide by local government policies, etc. | 3 years from date of cessation of activity for which the waiver was signed. | Retention Note: If an accident occurs to any person covered by a signed waiver of liability, it must be retained for the same period as accident reports. See item number GR1000-20 in this schedule. |
| GR1000-43 | CONFLICTS DISCLOSURE STATEMENTS AND CONFLICT OF INTEREST QUESTIONNAIRES | Conflicts disclosure statements and conflict of interest questionnaires submitted by local government officers or vendors and other persons for filing with a local government in accordance with the requirements of Chapter 176, Local Government Code. | Date of filing + 3 years. | |
| GR1000-44 | LOCAL GOVERNMENT OFFICERS, LISTS OF | Lists of local government officers prepared and made available to the public by the local government officer with whom conflicts disclosure statements and conflict of interest questionnaires are filed in accordance with the requirements of Chapter 176, Local Government Code. | US + 1 year. | |
| GR1000-45 | CALENDARS, APPOINTMENT AND ITINERARY RECORDS | Calandars, appointment books or programs, and scheduling or itinerary records, purchased with local government funds or maintained by staff during business hours that document appointments, itineraries and other activities of agency officials or employees. | CE + 1 year. | Retention Note: A record of this type purchased with personal funds, but used by a public official or employee to document his or her work activities may be a local government record and subject to this retention period. See Open Records Decision 635 issued in December 1995 by the Texas Attorney General. |
| GR1000-46 | INSURANCE CLAIMS | Claims related to liability, theft, fire, health, life, automobile, and other insurance policies. | Settlement or denial of claim + 3 years. | |
| GR1000-47 | CUSTOMER SURVEYS | Surveys returned by the customers or clients of a local government, and the statistical data maintained rating a government's performance. | Issuance of report on results of the survey + 3 years. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|--|--|--|
| *GR1000-50 | TRANSITORY INFORMATION | <p>Records of temporary usefulness that are not an integral part of a records series of a local government, that are not regularly filed within a local government’s recordkeeping system, and that are required only for a limited period of time for the completion of an action by an official or employee of the local government or in the preparation of an ongoing records series.</p> <p>Transitory records are not essential to the fulfillment of statutory obligations or to the documentation of government functions. Some examples of transitory information, which can be in any medium (voice mail, fax, email, hard copy, etc.) are drafts and working papers; routine messages; telephone message notifications; internal meeting notices; routing slips; incoming letters or memoranda of transmittal that add nothing of substance to enclosures; and similar routine information used for communication, but not for the documentation, of a specific government transaction.</p> | AV. | <p>Retention Note: Records management officers should use caution in assigning this record series to records of a local government to make certain they are not part of another records series listed in this schedule or, for records series unique to an agency, are not part of a records series that documents the fulfillment of the statutory obligations of the agency or the documentation of its functions.</p> <p>The disposal of transitory information need not be documented through destruction authorizations or in records disposition logs, but local governments should establish procedures governing disposal of these records.</p> |
| *GR1000-51 | SPEECHES, PAPERS, AND PRESENTATIONS | Notes or text of speeches, papers, presentations, or reports delivered in conjunction with government work by staff of a local government. | End of event, US, or discontinued + 2 years. | <p>Retention Notes: a) For speeches, papers, and presentations of elected officials see GR1000-08.</p> <p>b) For materials developed for in-house training of staff see GR1050-28c.</p> |
| *GR1000-52 | SUBPOENAS | Subpoenas for production of evidence produced for litigation in which the local government is not a party. | AV after fulfilled. | <p>Retention Notes: a) For subpoenas received for litigation in which the local government is a party see GR1000-31.</p> <p>b) For subpoenas requesting personally identifiable information of students see SD3225-02 (for school districts) or JC3775-02 (for junior colleges).</p> |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|-------------------------------------|--|---------------------------------|--|
| *GR1000-53 | RELEASE OF RECORDS DOCUMENTS | Records that document the release of records or information through any method other than a Public Information Act request or subpoena (including employment verification). | Date records produced + 1 year. | <p>Retention Notes: a) For records released under the Public Information Act see GR1000-34.</p> <p>b) For records produced for a subpoena where the local government is not a party, see GR1000-52.</p> <p>c) For records produced for a subpoena where the local government is a party, see GR1000-31.</p> |
| *GR1000-54 | COMMITTEE RECORDS | Records of committees, councils, boards, or commissions which are not subject to the Texas Open Meetings Act. Records may include, but are not limited to, member lists, officer election records, agendas, meeting minutes, and related documentation and correspondence. | 2 years. | <p>Retention Notes: a) For records of committees, councils, boards, or commissions which are subject to the Texas Open Meetings Act see Section 1-1 of this schedule.</p> <p>b) Review before disposal; some records may merit PERMANENT retention for historical reasons.</p> |
| *GR1000-55 | LOBBYIST REGISTRATION DOCUMENTATION | Forms, reports, or other similar documents submitted to local governments documenting lobbying activities as required by local regulations. | Date of filing + 3 years. | |

PART 2: FINANCIAL RECORDS

Retention Notes: a) AUDIT REQUIREMENTS - Most local governments are required by state law to conduct annual or biennial audits of their records and accounts. These audit requirements were taken into account in setting the retention periods in this schedule. The following retention rules also apply:

- 1) In any local government for which there is no statutory audit requirement and audits are conducted irregularly or in a local government in which a statutorily required audit is delayed, any record in this schedule whose retention period dates from the end of a fiscal year (FE) must be retained for the retention period stated or one year after audit, whichever later.

2) With regard to any special fund of a local government or elective county office for which there is no statutory audit requirement and the fund is not audited, any records listed under item numbers GR1025-26, GR1025-27, GR1025-28, and GR1025-30 associated with receipts and disbursements from or to the fund must be retained for FE + 10 years.

b) GRANT OR LOAN RECORDS - Subsections (1)-(3) apply to any local government, except school districts, receiving federal, state, or private grants; subsection (4) applies to school districts only. If a grant or loan requires a longer retention period than those stated in this schedule, the associated records must be retained for the full retention period required by the terms of the grant or loan.

1) Direct Federal Grants - This subsection applies to grants received by a local government **directly** from a federal grantor agency.

i) Federal grantor agencies require that grant-related records be retained for audit purposes for 3 years from the filing of required expenditure reports.

ii) In addition to item number GR1025-08(a)-(b), financial and programmatic records of grant-funded projects, including copies or documentation of relevant accounting, banking, purchasing, and payroll records, and other documents and working papers associated with the financial and programmatic administration of the grant funds or used to prepare reports or forms required by federal law or regulation must be retained for the following periods:

(A) For grants continued or renewed annually or at other intervals except quarterly that are not part of a multi-year funding cycle - 3 years from the date of submission of the annual or other periodic expenditure report.

B) For grants continued or renewed annually or at other intervals except quarterly that are a part of a multi-year funding cycle – 3 years from the date of submission of the annual or other periodic expenditure report for the final reporting period of the grant cycle.

C) For grants continued or renewed quarterly - 3 years from the date of submission of the expenditure report for the last quarter of the federal fiscal year.

D) For grants for which the requirement of a final expenditure report has been waived - 3 years from the date the report would have been due.

E) For all other grants – 3 years from the date of submission of the final expenditure report.

iii) The retention periods for the following types of records are exceptions to the periods noted above:

A) Records of non-expendable property or equipment acquired with grant funds - 3 years from the date of transfer, replacement, sale, or junking of the item.

B) Cost allocation plans and indirect cost records - 3 years from date of submission or, for plans prepared and retained by the grantee, from the close of the fiscal year covered by the plan.

C) Income records - 3 years from the end of the fiscal year in which the income is used.

iv) If any litigation or audit commences before the expiration of the 3-year period, the records must be retained until all litigation or audit findings are resolved or until the end of the regular 3-year period, whichever is later.

v) If records are transferred to the grantor agency at its request, copies of the records need not be retained.

2) Indirect Federal Grants - This subsection applies to federal grants received as subgrants from state agencies or other local governments (e.g., regional councils of government).

The expenditure reports are submitted to the federal agency by the state or local subgrantor agency after all subgrantees have submitted reports to the subgrantor. Consequently, records under item number GR1025-08(a)-(b) and records described in section (b) (1) must be retained by local government subgrantees for FE + 5 years. Local governments should consult with the state or local subgrantor agency to determine if there are additional or special requirements associated with a particular grant.

The local government must retain copies of reports or records submitted to the subgrantor agency for the periods indicated.

3) State and Private Grants - This schedule extends the 3-year federal retention requirement described in section (b)(1) to state (excluding federal subgrants) and private grant records unless the state or private grantor agency has established different retention requirements, in which case those requirements shall prevail. It is an exception to the extension of federal grant requirements to state and private grants that for state or private grants renewed quarterly as described in section (b) (1) (ii) (B), the 3-year retention requirement runs from the date of submission of the expenditure report for the last quarter of the state fiscal year for state grants and from the last quarter of the local government's fiscal year for private grants.

4) Grant Records and School Districts (including Educational Service Centers) - See Local Schedule SD (Records of Public School Districts). Because of the difficulty of effectively separating financial data that evidence the expenditure of federal funds from those that document the expenditure of local or state-allocated funds, a 5-year retention period has been adopted for most financial records of school districts. The use of the term "school district" in this schedule includes educational service centers, charter schools, county departments of education, and educational cooperatives.

SECTION 2-1: FISCAL ADMINISTRATION AND REPORTING RECORDS

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|-----------------------|---|---|--|
| *GR1025-01 | FISCAL AUDIT RECORDS | Records of fiscal audits conducted by internal or external auditors. | | Caution: See note (a) at the beginning of Part 2 of this schedule. |
| *GR1025-01a | FISCAL AUDIT RECORDS | Annual, biennial, or other periodic audit of any department, fund, account, or activity of a local government. | PERMANENT. | |
| *GR1025-01b | FISCAL AUDIT RECORDS | Annual, biennial, or other periodic audit of a department, program, fund, or account if included in a cumulative audit under (a). | 2 years. | |
| *GR1025-01c | FISCAL AUDIT RECORDS | Annual, biennial, or other periodic audit of a department, program, fund, or account if not included in a cumulative audit under (a). | PERMANENT. | |
| *GR1025-01d | FISCAL AUDIT RECORDS | Special audits ordered by a governing body, a court or grand jury, or mandated by administrative rules of a state or federal agency. | PERMANENT. | |
| *GR1025-01e | FISCAL AUDIT RECORDS | Working papers, summaries, and similar records created for the purposes of conducting an audit. | 3 years after all questions arising from the audit have been resolved. | |
| GR1025-02 | BANK SECURITY RECORDS | Records documenting the pledging of bonds or securities by banks serving as depositories for public funds including depository contracts, security pledges and statements, surety bonds, and similar records. | 4 years after termination, expiration, or release of contractual obligations. | |
| GR1025-03 | BOND RECORDS | | | Retention Note: For investment transaction records of bonds see item number GR1025-09b. |
| GR1025-03a | BOND RECORDS | Bond administrative records consisting of preliminary studies, proposals and prospectuses, authorizations and certifications for issuance or cancellation, and related policy correspondence. | PERMANENT. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|----------------------------------|--|--|--|
| GR1025-03b | BOND RECORDS | Bond certificates and redeemed coupons. | 1 year after payment. | By law - Government Code, Section 1302.003 for counties (see statute for procedural instructions for destruction) and by authority of this schedule for all other local governments. |
| GR1025-03c | BOND RECORDS | Bond registers. | PERMANENT. | |
| GR1025-03d | BOND RECORDS | Records relating to the exchange, conversion, or replacement of bonds by bondholders. | 1 year if information is contained in a bond register; PERMANENT if information is not contained in a bond register. | |
| GR1025-04 | BUDGETS AND BUDGET DOCUMENTATION | | | |
| GR1025-04a | BUDGETS AND BUDGET DOCUMENTATION | Annual budgets (including amendments). | PERMANENT. | |
| GR1025-04b | BUDGETS AND BUDGET DOCUMENTATION | Special budgets (includes budgets for capital improvement projects, grant-funded projects, or other projects prepared on a special or emergency basis and not included in an annual budget). | PERMANENT. | |
| *GR1025-04c | BUDGETS AND BUDGET DOCUMENTATION | Working papers created exclusively for the preparation of budgets, including budget requests, justification statements, and similar documents. | 3 years. | |
| GR1025-04d | BUDGETS AND BUDGET DOCUMENTATION | Encumbrance and expenditure reports (status reports showing expenditures and encumbrances against a budget). | 2 years. | |
| GR1025-04e | BUDGETS AND BUDGET DOCUMENTATION | Budget change documentation, including line item or contingency/reserve fund transfers and supplemental budget requests. | 2 years. | |
| GR1025-05 | CAPITAL ASSETS RECORDS | Documentation relating to the capital and fixed assets of a local government. | | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---------------------------------|--|--|---|
| *GR1025-05a | CAPITAL ASSETS RECORDS | Equipment or property history cards or similar records containing data on initial cost, including disposal authorizations when disposed of. | FE of date of disposal + 5 years for school districts; FE of date of disposal + 3 years for other governments. | Retention Note: Review before disposal; property history cards documenting the original construction and additions to or renovations of structures may merit PERMANENT retention for historical reasons. |
| GR1025-05b | CAPITAL ASSETS RECORDS | Equipment or property cost and depreciation schedules or summaries used for capital outlay budgeting or other financial or budget control purposes. | FE + 5 years for school districts; FE + 3 years for other governments. | |
| GR1025-05c | CAPITAL ASSETS RECORDS | Equipment or property inventories (including sequential number property logs). | US + 3 years. | |
| GR1025-05d | CAPITAL ASSETS RECORDS | Property sale, auction, or disposal records of government-owned equipment or property. | 1 year. | By law - Local Government Code, Section 263.155(b) for counties and by authority of this schedule for all other local governments. Retention Note: Property sale or auction records do not include records arising from the sale or auction of property foreclosed or seized by a taxing unit for failure to pay property taxes or for the sale or auction of property seized by law enforcement officers. For such records use Local Schedule TX (Records of Property Taxation) or Local Schedule PS (Records of Public Safety Agencies) respectively. |
| *GR1025-06 | FEDERAL REVENUE SHARING RECORDS | Records concerning the use of federal revenue sharing funds by a local government, including revenue and expenditure summaries; status, budget, and audit reports; and other reports or documentation required by federal law or regulation. | AV. | Obsolete record. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|--|--|---|
| GR1025-07 | FINANCIAL REPORTS | Annual, sub-annual, or irregularly prepared financial reports or statements on the accounts, funds, or projects of a local government created either for internal use or for submission to state agencies as may be required by law or regulation, except reports of similar types noted in this or other commission schedules. | | |
| GR1025-07a | FINANCIAL REPORTS | Monthly, bimonthly, quarterly, or semi-annual reports. | FE + 3 years. | |
| GR1025-07b | FINANCIAL REPORTS | Annual reports. | PERMANENT. | |
| GR1025-07c | FINANCIAL REPORTS | Long range fiscal planning reports. | PERMANENT. | |
| GR1025-07d | FINANCIAL REPORTS | Capital improvement reports. | PERMANENT. | |
| GR1025-08 | GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS | | | Retention Note: If grant is for construction of a local government owned facility or part of the infrastructure, follow retention for GR1075-16. |
| GR1025-08a | GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS | Successful grant applications and proposals and any documentation that modifies the terms of a grant. | FE + 5 years for school districts; FE + 3 years for other governments. | Retention Note: See note (b) at beginning of Part 2 of this schedule. |
| GR1025-08b | GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS | Financial, performance, and compliance reports submitted to grantor or sub-grantor agencies. | FE + 5 years for school districts; FE + 3 years for other governments. | Retention Note: See note (b) at beginning of Part 2 of this schedule. |
| GR1025-08c | GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS | Reports, planning memoranda, studies, correspondence, and similar records created for and used in the development of successful grant proposals. | 3 years. | |
| GR1025-08d | GRANT DEVELOPMENT AND ADMINISTRATIVE RECORDS | Any records of the type noted in (a) or (b) relating to unsuccessful grant proposals. | AV. | |
| GR1025-09 | INVESTMENT TRANSACTION RECORDS | | | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--------------------------------|---|--|---------|
| GR1025-09a | INVESTMENT TRANSACTION RECORDS | Documentation relating to the investment of public funds (e.g., certificates of deposit) that evidences the investment of funds, the performance or return of investments, the cancellation or withdrawal of investments, and similar activity. | FE + 5 years. | |
| GR1025-09b | INVESTMENT TRANSACTION RECORDS | Documentation related to the calculation of arbitrage rebate amounts, if any, on proceeds from the sale of tax-exempt bonds. | Retirement of the last obligation of the bond issue + 6 years. | |
| GR1025-10 | CHARGE SCHEDULES/ PRICE LISTS | Schedules of prices charged by a local government for services to the public or other governments, including any documentation used to determine the charges. | US + 3 years. | |

SECTION 2-2: ACCOUNTING RECORDS

Retention Note: ACCOUNTING RECORDS OF MOTOR VEHICLE AND BOAT LICENSING AND REGISTRATION - For accounting and banking records relating to motor vehicle licensing not noted in this part, use Part 3 of Local Schedule TX.

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|---|--|--|
| GR1025-25 | ACCOUNTING POLICIES AND PROCEDURES DOCUMENTATION | Policy and procedure directives and similar records documenting accounting methodology. | US, expired, or discontinued + 5 years. | |
| GR1025-26 | ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS | | | |
| *GR1025-26a | ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS | Claims, invoices, statements, copies of checks and purchase orders, expenditure authorizations, and similar records that serve to document disbursements, including those documenting claims for and reimbursement to employees for travel and other employment-related expenses. | FE of date of final payment + 5 years for school districts; FE of date of final payment + 3 years for other governments. | Retention Note: Accounts payable and disbursement records for bond-funded projects must be maintained according to the retention period listed in GR1025-26d. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|--|--|--|
| *GR1025-26b | ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS | Accounts payable records sufficient to document the purchase costs of capital equipment or other fixed assets. | FE of date of disposal + 5 years for school districts; FE of date of disposal + 3 years for other governments. | |
| *GR1025-26c | ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS | Reports accompanying the transmittal of funds to federal, state, or other local government agencies (e.g., sales tax to the State Comptroller of Public Accounts); to retirement systems, or to other entities if the funds are collected, in whole or in part, on behalf of other agencies or individuals (e.g., retirement deductions of employees). | FE of period covered by report + 3 years. | Retention Note: For reports accompanying the transmittal of federal and state payroll and unemployment taxes see item number GR1050-53(b). |
| GR1025-26d | ACCOUNTS PAYABLE AND DISBURSEMENT RECORDS | Accounts payable records for bond-funded projects. | FE of date of last bond payment + 5 years for school districts; FE of date of last bond payment + 3 years for other governments. | |
| GR1025-27 | ACCOUNTS RECEIVABLE RECORDS | | | Retention Note: For accounts receivable records associated with the collection of property taxes, all local governments, including school districts, should use Local Schedule TX (Records of Property Taxation). |
| *GR1025-27a | ACCOUNTS RECEIVABLE RECORDS | Bill copies or stubs, statements, billing registers, account cards, deposit warrants, cash receipts, credit card receipts, receipt books, cash transfers, daily cash reports, cash drawer reconciliations, and similar records (such as returned checks and associated fees) that serve to document money owed to or received by a local government and its collection or receipt. | FE of date of receipt + 5 years for school districts; FE of date of receipt + 3 years for other governments. | |
| GR1025-27b | ACCOUNTS RECEIVABLE RECORDS | Accounts receivable records documenting the receipt of any monies by any local government that are remittable to the State Comptroller of Public Accounts (e.g., court costs in criminal cases, sales tax). | Remittance due date + 5 years. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|---|--|--|
| GR1025-27c | ACCOUNTS RECEIVABLE RECORDS | Account card or similar records documenting payments to a local government in which the government holds a property lien until the debt is satisfied (e.g., liens arising from demolition, lot cleaning), including original liens and lien releases. | FE of date of final payment and release of lien + 3 years. | |
| GR1025-27d | ACCOUNTS RECEIVABLE RECORDS | Account card or similar records relating to the receipt of cash deposits as sureties for the delivery of services (e.g., water and wastewater). | FE of termination of service or refund of deposit + 3 years. | |
| *GR1025-27e | ACCOUNTS RECEIVABLE RECORDS | Records of accounts deemed uncollectable, including write-off authorizations. | FE of write-off date + 5 years for school districts; FE of write-off date + 3 years for other governments. | |
| *GR1025-28 | BANKING RECORDS | Bank statements, credit card statements, canceled checks, check registers, deposit slips, debit and credit notices, reconciliations, notices of interest earned, monetary transport records (including armored car pickup logs) etc. | FE + 5 years. | |
| GR1025-29 | COST ALLOCATION AND DISTRIBUTION RECORDS | Records created to document the allocation of costs among accounts and funds of a local government, including records relating to chargebacks and other interdepartmental or interfund accounting transactions. | FE + 5 years for school districts; FE + 3 years for other governments. | Retention Note: If any of the records in this group are used as ledger and journal entry documentation, they must be retained for FE + 5 years (see item number GR1025-30) by all local governments. |
| GR1025-30 | LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION | | | Retention Note: Be certain to verify before the disposal of any ledger or journal under this item number that the ledger or journal does not serve to document financial activities that require a longer retention period (e.g. investment documentation of proceeds of tax exempt bonds under item number GR1025-09). |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|--|------------------|---|
| GR1025-30a | LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION | General ledger showing receipts and expenditures from all accounts and funds of a local government. | | |
| | | (1) For fiscal years for which an annual financial audit report (see item number GR1025-01) exists. | FE + 5 years. | Retention Note: Review before disposal; some ledgers may merit PERMANENT retention for historical reasons. |
| | | (2) For fiscal years for which an annual financial audit report (see item number GR1025-01) does not exist. | PERMANENT. | |
| GR1025-30b | LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION | Subsidiary ledgers. | FE + 5 years. | Retention Note: Review before disposal; some ledgers may merit PERMANENT retention for historical reasons. |
| GR1025-30c | LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION | Receipt, disbursement, general, or subsidiary journals. | FE + 5 years. | Retention Note: Review before disposal; some journals may merit PERMANENT retention for historical reasons. |
| GR1025-30d | LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION | Journal vouchers and entries or similar posting control forms (including supporting documentation such as correspondence and auditor adjustments that evidence journal entries and amendments). | FE + 5 years. | Retention Note: If bill stubs (see item number GR1025-27a) are used as entry documentation for account journals, they must be retained by all local governments for FE + 5 years rather than the FE + 3 year retention period for accounts receivable records. |
| GR1025-30e | LEDGERS, JOURNALS, AND ENTRY DOCUMENTATION | Perpetual care fund registers of government-owned cemeteries. | PERMANENT. | By law - Health and Safety Code, Section 713.005(a). |
| GR1025-31 | TRANSACTION SUMMARIES | Periodic summaries or reports of accounting transactions or activity by department, budget code, program, account, fund, or type of activity, including trial balances, unless the summary is of a type noted elsewhere in this part. | | |
| GR1025-31a | TRANSACTION SUMMARIES | Daily. | 30 days. | |
| GR1025-31b | TRANSACTION SUMMARIES | Weekly. | 90 days. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|----------------------------------|--|--|--|
| GR1025-31c | TRANSACTION SUMMARIES | Monthly, bimonthly, quarterly, or semi-annual. | 2 years. | |
| GR1025-31d | TRANSACTION SUMMARIES | Annual. | FE + 5 years for school districts; FE + 3 years for other governments. | Retention Note: If an annual trial balance is not maintained, then the least frequent sub-yearly trial balance must be retained for FE + 5 years by school districts and FE + 3 years by all other local governments. |
| GR1025-32 | UNCLAIMED PROPERTY DOCUMENTATION | Any form of record sufficient to verify information on unclaimed property previously reported to the State Treasurer showing the name and last known address of the apparent owner of reportable unclaimed property, a brief description of the property, and the balance of each unclaimed account, if appropriate. | Date on which property is reportable + 10 years. | By law - Property Code, Section 74.103(b). |

PART 3: PERSONNEL AND PAYROLL RECORDS

Retention Notes: a) FEDERAL RETENTION REQUIREMENTS - Federal retention periods for personnel and payroll records arise principally from the administration of the Civil Rights Act of 1964, Title VII; the Age Discrimination and Employment Act of 1967; the Equal Pay Act; the Fair Labor Standards Act; the Federal Insurance Contribution Act; and the Federal Unemployment Tax Act. Various federal agencies or departments of agencies administer these acts and, because retention periods are set to enable each agency to carry out its particular oversight authority, different retention periods are often established for the same record. In compiling Schedule GR, the longest applicable federal retention period is cited as authority for the retention period indicated. A federal regulation is not cited if a state law or regulation requires a longer retention period. A federal retention period is also not cited if a Texas statute of limitations makes a longer retention period advisable. For example, the federal retention requirement for employment contracts [see item number GR1050-15(a)] is given as 3 years from the last effective date of the contract in 26 CFR 516.5, but suits in Texas may be brought by either party to such a contract within four years of the occurrence of an alleged breach; therefore a retention period of 4 years from the last effective date of the contract is set in this schedule. All retention periods in this part apply, by authority of this schedule, to all local governments, although some of them may be otherwise exempt from the federal requirement cited. This provision does not require the creation by exempted local governments of any special documentation demonstrating compliance with federal regulations that may be required of non-exempted governments.

b) PERSONNEL FILES - The individual employee personnel file is not scheduled as a unit in this section; documents normally placed in such files are scheduled separately.

c) TERMINATED EMPLOYEES - Notwithstanding any retention periods in this part, all personnel records existing on the date of termination of an involuntarily terminated employee must be retained for 2 years from the date of termination [29 CFR 1602.31, 1602.40, and 1602.49].

d) JTPA AND CETA EMPLOYEES - Any records maintained on applicants for or holders of positions paid in whole or in part from Comprehensive Employees' Training Act (CETA) funds or affirmative action apprenticeship program funds administered by the U. S. Department of Labor must be retained for 5 years from the date of enrollment in the program [29 CFR 30.8(e)]. This 5-year retention period is extended by authority of this schedule to comparable records on applicants for or holders of positions paid in whole or in part from Job Training Partnership Act (JTPA) funds.

e) DEFINITION OF EMPLOYEE - For the purposes of this part, the term "employee" also includes elected or appointed officials of a local government who are paid wages or a salary from any funds of the local government and anyone voluntarily working or not receiving payment or compensation for working.

f) PERSONNEL RECORDS IN SHERIFF'S DEPARTMENTS IN CERTAIN COUNTIES - The Local Government Code, Section 157.904, provides that sheriff's departments in counties with a population of 3.3 million or more shall maintain "a permanent personnel file on each department employee." The precise contents of a personnel file are not specified, but three groups of records are expressly mentioned. Consequently, any record in item numbers GR1050-03, GR1050-07, and GR1050-21, all of which are records of a type mentioned in the statute, must be retained permanently. The sheriffs and their legal counsel should determine what other records may be includable in a permanent personnel file in sheriffs' departments subject to the law.

SECTION 3-1: PERSONNEL RECORDS

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|-------------------|---|--|-------------------------|---------------------------------|
| GR1050-01 | AFFIRMATIVE ACTION PLANS | | | |
| GR1050-01a | AFFIRMATIVE ACTION PLANS | Reports, analyses, and statistical data compiled from source documentation used to develop, implement, and monitor affirmative action plans. | 5 years. | By regulation - 29 CFR 30.8(e). |
| GR1050-01b | AFFIRMATIVE ACTION PLANS | Affirmative action plans. | US + 5 years. | By regulation - 29 CFR 30.8(e). |
| GR1050-02 | APTITUDE AND SKILLS TEST RECORDS | Records relating to aptitude or skills tests required of job applicants or of current personnel to qualify for promotion or transfer, including civil service examinations. | | |
| GR1050-02a | APTITUDE AND SKILLS TEST RECORDS | Validation studies. | Life of test + 2 years. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|----------------------------------|---|--|--|
| GR1050-02b | APTITUDE AND SKILLS TEST RECORDS | Tests. | US + 2 years. | By regulation - 29 CFR 1602.31, 1602.40, and 1602.49. Retention Note: One copy of each different test (different in terms of either questions or administration procedures) should be retained for the period indicated. |
| *GR1050-02c | APTITUDE AND SKILLS TEST RECORDS | Test papers or results of persons taking tests. | Date of creation or personnel action involved, whichever later, + 2 years. | By regulation - 29 CFR 1602.31, 1602.40, and 1602.49. |
| GR1050-02d | APTITUDE AND SKILLS TEST RECORDS | Records, other than those noted (a)-(c), relating to the planning and administration of tests. | 3 years. | |
| *GR1050-03 | AWARDS AND COMMENDATIONS | Individual award, honor, or commendation bestowed on an employee. | Date of separation + 5 years. | Retention Notes: a) For administrative records of awarding committees, see item number GR1050-09. b) Refer to Retention Note (f) on page 1 of this schedule for awards bestowed on certain Sheriff's office employees. |
| GR1050-04 | CERTIFICATES AND LICENSES | Certificates, licenses, or permits required of employees to qualify for or remain eligible to hold a position requiring certification or licensing. | US or separation of employee + 5 years. | Retention Note: If the submission of copies of certificates, licenses, or permits is required of all applicants for a position, those of applicants not hired must be retained for 2 years under item number GR1050-14. |
| GR1050-05 | CONFLICT OF INTEREST AFFIDAVITS | | 5 years after leaving position for which the affidavit was filed. | |
| GR1050-06 | COUNSELING PROGRAM RECORDS | | | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|--|---|---|
| *GR1050-06a | COUNSELING PROGRAM RECORDS | Reports of interviews, analyses, and similar records relating to the counseling of an employee for work-related, personal, or substance abuse problems, including any warnings associated with the counseling. Usually maintained at the supervisory level or by human resources departments. | 3 years after termination of counseling. | Retention Note: For records retained by professional therapists; refer to Local Schedule HR for patient records. |
| GR1050-06b | COUNSELING PROGRAM RECORDS | Records relating to the planning, coordination, implementation, direction, and evaluation of an employee counseling program. | 3 years. | |
| *GR1050-07 | DISCIPLINARY AND ADVERSE ACTION RECORDS | Records created by civil service boards or by personnel or supervisory officers in considering, or reconsidering on appeal, an adverse action (e.g., demotion, probation, termination, suspension, leave without pay) against an employee, including, as applicable, witness and employee statements, interview reports, exhibits, reports of findings, and decisions and judgments. | | Retention Note: Refer to Retention Note (f) on page 1 of this schedule for disciplinary records of certain Sheriff's office employees. |
| | | (1) All employees of sheriff's departments in counties with a population of 3.3 million or more. | PERMANENT. | By law – Local Government Code, Section 157.904. |
| | | (2) Police and fire department personnel in municipalities with a population of 10,000 or more that have established civil service boards under Local Government Code, Chapter 143. | PERMANENT. | By law – Local Government Code, Section 143.011(c). |
| | | (3) All other local government employees. | 2 years after case closed or action taken, as applicable. | By regulation - 29 CFR 1602.31, 1602.40, and 1602.49. |
| GR1050-08 | EMPLOYEE PENSION AND BENEFITS RECORDS | | | For records of pension and deferred compensation deductions from payroll see GR1050-52(b). |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---------------------------------------|---|--|--|
| *GR1050-08a | EMPLOYEE PENSION AND BENEFITS RECORDS | Employee benefit plans such as pension; life, health, and disability insurance; seniority and merit systems; and deferred compensation plans, including amendments. | Termination of plan + 1 year. | By regulation - 29 CFR 1627.3(b)(2). Retention Note: If the plan or system is not in writing, a memorandum fully outlining the terms of the plan or system and the manner in which it has been communicated to affected employees, together with notations relating to any revisions, must be retained for the same period as written plans. |
| *GR1050-08b | EMPLOYEE PENSION AND BENEFITS RECORDS | <p>Enrollment forms providing personal identifying data, beneficiary information, option selection, acknowledgement forms, and similar information.</p> <p>(1) If the official record is maintained by the retirement system of which the local government is a member or by the service provider.</p> <p>(2) If the official record is maintained by the local government.</p> <p>(A) Pension and deferred compensation.</p> <p>(B) Life, health, accidental death, and disability insurance.</p> <p>(C) Any benefit other than those noted in (A) or (B).</p> | <p>AV.</p> <p>Date of separation + 75 years.</p> <p>Termination of coverage + 4 years.</p> <p>US or separation + 2 years, as applicable.</p> | <p>Retention Note: Documents that serve as payroll deduction authorizations must be maintained for the retention period prescribed for item number GR1050-50.</p> |
| GR1050-08c | EMPLOYEE PENSION AND BENEFITS RECORDS | Annual reports from a pension system or fund. | PERMANENT. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|------------------------------|---|---|---|
| *GR1050-09 | EMPLOYEE RECOGNITION RECORDS | Award committee reports, selection criteria, nominations, and similar administrative records of employee award or incentive programs. | 2 years. | Retention Note: For records of an award/commendation given to an individual employee, see item number GR1050-03. |
| GR1050-10 | EMPLOYEE SECURITY RECORDS | | | |
| GR1050-10a | EMPLOYEE SECURITY RECORDS | Records created to control and monitor the issuance of keys, identification cards, passes, or similar instruments of identification and access. | US, date of expiration, or date of separation + 2 years, as applicable. | |
| GR1050-10b | EMPLOYEE SECURITY RECORDS | Records relating to the issuance of parking permits. | US. | |
| GR1050-11 | EMPLOYEE SELECTION RECORDS | Notes of interviews with candidates; audio and videotapes of job interviews; applicant rosters; eligibility lists; test ranking sheets; justification statements for violating eligibility or ranking sequence; and previous injury checks; offers of employment letters; and similar records documenting the filling of a vacant position. | 2 years from the creation (or receipt) of the record or the personnel action involved, whichever later. | By regulation - 29 CFR 1602.31, 1602.40, and 1602.49. Retention Note: See GR1050-36 for background and criminal history checks. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--------------------------|---|--------------------------------|---|
| GR1050-12 | EMPLOYEE SERVICE RECORDS | Summary employment history record for each employee maintained on one or more forms, containing the following minimum information: name; sex; date of birth; social security number; positions held with dates of hire, promotion, transfer, or demotion; dates of leaves of absence or suspension that affect computation of length of service; wage or salary rate for each position held, including step or merit increases within grades; most recent public access option form; and date of separation. | Date of separation + 75 years. | <p>For other information on employees that must also be retained either as part of this record or in another form, see item numbers GR1050-52(b) and GR1050-54(a).</p> <p>Retention Notes: a) This schedule does not require the creation of an employee service record of the type described, but the creation of the record is strongly recommended to allow frequent disposal of documents from which information has been summarized. If an employee service record is not maintained, documents (e.g., employment applications, personnel action forms) containing the prescribed information must be retained date of separation + 75 years. More than one document providing the same element of required information need not be retained.</p> <p>b) The Teacher Service Record (Texas Education Agency Form FIN-115 or its equivalent), containing information required by statute or regulation, shall be considered an employee service record of the type described and must be retained date of separation + 75 years.</p> <p>c) Salary or wage data on an employee service record may be indicated by grade and step numbers if all corresponding wage rate tables (see item number GR1050-59) applicable to a person's employment history are retained date of separation + 75 years.</p> |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|--|---|--|
| GR1050-13 | EMPLOYMENT ADVERTISEMENTS OR ANNOUNCEMENTS | Advertisements or postings relating to job openings, promotions, training programs, or overtime opportunities, including jobs orders submitted to employment agencies. | 2 years. | By regulation - 29 CFR 1602.31, 1602.40, and 1602.49. |
| GR1050-14 | EMPLOYMENT APPLICATIONS | | | |
| GR1050-14a | EMPLOYMENT APPLICATIONS | Applications, transcripts, letters of reference, and similar documents whose submission by candidates for vacant positions (both hired and not hired) or for promotion, transfer, or training opportunity (both selected and not selected) is required on the application form, by application procedures, or in the employment advertisement. | 2 years from the creation (or receipt) of the record or the personnel action involved, whichever later. | By regulation - 29 CFR 1602.31, 1602.40, and 1602.49. |
| GR1050-14b | EMPLOYMENT APPLICATIONS | Samples of publications, artwork, or other products of prior achievement not returned to applicants. | AV. | |
| GR1050-14c | EMPLOYMENT APPLICATIONS | Transcripts of persons hired if state or federal law or regulation mandates a level of education needed to qualify for employment (e.g., school district professional and paraprofessional personnel). See also item number GR1050-28(a). | Date of separation + 5 years. | Retention Note: If applicant screening or hiring decisions are based on resumé, with only successful or interviewed candidates completing employment applications, then resumé of persons not hired must be kept for the same period as employment applications. If resumé are supplemental to employment application forms, they need only be retained as long as administratively valuable. |
| GR1050-15 | EMPLOYMENT CONTRACT/COLLECTIVE BARGAINING RECORDS | | | |
| GR1050-15a | EMPLOYMENT CONTRACT/COLLECTIVE BARGAINING RECORDS | Contracts and agreements, including collective bargaining agreements, between a local government and an employee or a group of employees, including written acceptances of such contracts. | Last effective date of contract + 4 years. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|---|---|---|
| GR1050-15b | EMPLOYMENT CONTRACT/COLLECTIVE BARGAINING RECORDS | Records relating to the negotiation of collective bargaining agreements or similar group contracts, including reports; correspondence; mediation or arbitration agreements; the proceedings, findings, and awards of arbitration boards; and similar records. | Last effective date of contract + 4 years or, if no agreement or contract results, 4 years. | |
| GR1050-16 | EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS | | | |
| GR1050-16a | EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS | Reports, analyses, or statistical data compiled from source documentation used to complete EEO reports. | 3 years. | By regulation - 29 CFR 1602.30, 1602.39, and 1602.48. |
| GR1050-16b | EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS | EEO-1, EEO-4, EEO-5, and EEO-6 reports. | 3 years. | By regulation - 29 CFR 1602.32, 1602.41, and 1602.50. |
| GR1050-16c | EQUAL EMPLOYMENT OPPORTUNITY RECORDS AND REPORTS | Case files relating to discrimination complaints, including complaints, legal and investigative documents, exhibits, related correspondence, withdrawal notices, and decisions or judgments. | Resolution of case + 3 years. | |
| GR1050-17 | EQUAL PAY RECORDS | Reports, studies, aggregated or summarized data, and similar documentation compiled to monitor and demonstrate compliance with the Equal Pay Act. | 2 years. | By regulation - 29 CFR 1620.32(c). |
| GR1050-18 | FIDELITY BONDS | | Effective life of bond + 5 years. | Retention Note: Does not include the Official Bond Record maintained by county clerks, which must be retained PERMANENTLY . |
| GR1050-19 | FINGERPRINT CARDS | | Date of separation + 5 years. | Retention Note: If fingerprint cards are created for all applicants for a position, those of persons not hired must be retained 2 years under item number GR1050-14. |
| *GR1050-20 | GRIEVANCE RECORDS | Records relating to the review of employee grievances against personnel policies, working conditions, etc. | Final decision on the grievance + 2 years. | Retention Note: Do not confuse these records with those involving EEO complaints [see item number GR1050-16(c)]. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|------------------------------|--|---|---|
| *GR1050-21 | JOB EVALUATIONS | Job evaluations, performance appraisals, or other similar documents used to evaluate the performance of employees. | US + 2 years or date of separation + 2 years, whichever sooner. | By regulation – 29 CFR 1620.32(c). Retention Notes: a) Refer to SD3575-05 pertaining to evaluations on school teachers. b) Refer to Retention Note (f) on page 1 of this schedule for evaluations of certain Sheriff’s office employees. |
| GR1050-22 | MEDICAL AND EXPOSURE REPORTS | | | |
| *GR1050-22a | MEDICAL AND EXPOSURE REPORTS | Health, physical or psychological examination reports or certificates of all job applicants if physical or psychological condition is a factor in hiring decisions, including the promotion, transfer, or selection for training of current personnel. | 2 years from the date of creation or personnel action involved, whichever is later. | By regulation - 29 CFR 1602.31, 1602.40, and 1602.49. |
| GR1050-22b | MEDICAL AND EXPOSURE REPORTS | Health or physical examination reports or certificates of employees for whom periodic monitoring of health or fitness is required. (1) For employees exposed in the course of their work to toxic substances, harmful physical agents, or bloodborne pathogens. (2) For all other employees. | Date of separation + 30 years. US + 2 years. | By regulation - 29 CFR 1910.1020(d)(1)(i)-(iii). |
| GR1050-22c | MEDICAL AND EXPOSURE REPORTS | Environmental, biological, and material safety monitoring reports concerning toxic substances and harmful physical agents in the workplace, including analyses derived from such reports. | 30 years. | By regulation - 29 CFR 1910.1020(d)(1)(ii). See Local Schedule PW 5450-01 for Asbestos Management Records. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|--------------------|--|--|--|---|
| *GR1050-22d | MEDICAL AND EXPOSURE REPORTS | <p>Records of controlled substances and alcohol use and testing.</p> <p>(1) Records of driver alcohol test results indicating an alcohol concentration of 0.02 or greater; records of driver verified positive controlled substances test results; documentation of refusals to take required alcohol and/or controlled substances tests; driver evaluation and referrals; calibration documentation; records related to the administration of the alcohol and controlled substances testing programs; copy of each annual calendar year summary required by 49 CFR 382.403.</p> <p>(2) Records related to the alcohol and controlled substances collection process.</p> <p>(3) Records of negative and canceled controlled substances test results and alcohol test results with a concentration of less than 0.02.</p> | <p>By regulation – 49 CFR 382.403.</p> <p>5 years.</p> <p>2 years.</p> <p>1 year.</p> | |
| *GR1050-23 | OATHS OF OFFICE | Any oaths or affirmations required of local government employees or officers. Includes the Statement of Elected Officer (Secretary of State Form 2201). | US + 5 years or 5 years after leaving position for which oath required, whichever is applicable. | |
| *GR1050-24 | PERSONNEL ACTION OR INFORMATION NOTICES | Documents used by personnel officers to create or change information in the personnel records of individual employees concerning hiring, termination, transfer, pay grade, position or job title, leaves of absence, name changes, and similar personnel actions except those noted elsewhere in this part. | 2 years from the date of creation or the personnel action involved, whichever is later. | By regulation - 29 CFR 1602.31, 1602.40, and 1602.49. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|---|--|--|
| GR1050-25 | PERSONNEL STUDIES AND SURVEYS | Studies, statistical reports, surveys, cost analyses and projections, and similar records, except those noted elsewhere in this part, on any aspect of the personnel management or administration of a local government. | 3 years. | Retention Note: Review before disposal; some documents may merit PERMANENT retention for historical reasons. |
| GR1050-26 | POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS | | | |
| GR1050-26a | POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS | Job descriptions, including any associated task or skill statements. Also includes documentation concerning the development and analysis of job descriptions and classification systems, including survey, review and audit reports; classification standards and guidelines; selection criteria; determination of classification appeals; etc. | US or position abolished + 4 years. | By regulation - 40 TAC 815.106(i). |
| GR1050-26b | POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS | Position staffing and vacancy reports. | US. | |
| GR1050-26c | POSITION DESCRIPTION, CLASSIFICATION, AND STAFF MONITORING RECORDS | Personnel requisitions. | 2 years. | |
| *GR1050-27 | REDUCTION IN FORCE PLANS | Reduction in force plans and any related documentation. | US, or if implemented, 2 years from date of last reduction in force action under the plan. | |
| GR1050-28 | TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS | | | For other records relating to aptitude or skills tests required of job applicants or of current personnel to qualify for promotion or transfer see item number GR1050-02. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|--|---|--|
| GR1050-28a | TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS | Certificates of completion, transcripts, test scores, or similar records documenting the training, testing, or continuing education achievements of an employee if such training or testing is required for the position held or if the educational or skill attainment or enhancement affects or could affect career advancement in the local government or, in the case of licensed or certified personnel (e.g., school professionals, firefighters, police officers, health care professionals), in other governments or the private sector. | Date of separation + 5 years. | Retention Note: If information concerning training or testing (e.g., test scores) is transferred to an Employee Service Record (item number GR1050-12), the document from which the information is taken need be retained for only 2 years. |
| GR1050-28b | TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS | Records documenting the planning, development, implementation, administration and evaluation of in-house training programs. | 2 years. | |
| GR1050-28c | TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS | Training manuals, syllabuses, course outlines, and similar training aids used in in-house training programs. | US, expired, or discontinued + 2 years. | |
| GR1050-28d | TRAINING AND EDUCATIONAL ACHIEVEMENT RECORDS | Skill or achievement measurement records of a training group or class as a whole (e.g., rosters with scores). | 2 years. | Retention Note: If the only information documenting the in-house training of an employee of the types described in (a) is contained in the measurement records of a group or class as a whole, the group records must be retained for the date of separation + 5 years for all employees included in the group records. |
| GR1050-29 | UNEMPLOYMENT COMPENSATION CLAIMS RECORDS | Unemployment claims, pertinent correspondence, and similar records documenting unemployment compensation cases. | After closed + 5 years. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|--|--|--|
| *GR1050-30 | VERIFICATIONS OF EMPLOYMENT ELIGIBILITY (Form I-9) | | 3 years from hire or 1 year after separation, whichever later. | By regulation - 8 CFR 274a.2(b)(2)(i)(A) and (c)(2) Retention Note: If a former employee is rehired and a Form I-9 is still on file for the employee, the 3-year retention period dates from date of first hire. |
| GR1050-31 | WORK SCHEDULES | Work, duty, shift, crew, case schedules, rosters, or assignments except work schedules includable in item number GR1050-56. | 1 year. | |
| *GR1050-32 | WORKERS COMPENSATION CLAIM RECORDS | Records of accidents to or job-related illnesses of employees. | | Retention Note: Refer to GR1050-22b(1) for any medical or exposure records created or collected. |
| *GR1050-32a | WORKERS COMPENSATION CLAIM RECORDS | Initial and supplemental incident forms, reports, or logs. | CE + 5 years. | By regulation - 29 CFR 1904.33. Retention Note: If a claim is filed as a result of the accident or illness any forms or reports related to the incident must be retained under GR1050-32b. |
| *GR1050-32b | WORKERS COMPENSATION CLAIM RECORDS | Records of workers compensation claims filed by employees, including any reports or investigations used to determine eligibility. | | |
| | | (1) If the local government is self-insured. | CE of closure of claim + 50 years. | |
| | | (2) If the local government is not self-insured. | CE + 5 years. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---------------------------------|---|---|---|
| GR1050-33 | FINANCIAL DISCLOSURE STATEMENTS | Financial disclosure statements of officers and/or employees of a local government required by Local Government Code Section 145.007(c) or 159.007(c). | Date of separation + 2 years. | By law – Local Government Code, Section 145.007(c); 159.007(c). Retention Notes: a) For campaign contribution and expenditure statements see item number EL3125-01 in Local Schedule EL (Records of Elections and Voter Registration). b) See item number EL3125-04 for financial disclosure statements of local government candidates. |
| GR1050-34 | PUBLIC ACCESS OPTION FORMS | Form completed and signed by employee or official, or former employee or official, electing to keep home address, home telephone number, social security number, and family information open or confidential under the Public Information Act, Government Code 552.024. | US. | Retention Note: The last public access option form completed by an employee prior to termination of employment must be retained as part of the Employee Service Record (see record number GR1050-12 in this schedule). |
| GR1050-35 | EMPLOYEE EXIT INTERVIEWS | Records of interviews and other supporting documentation conducted at time of employee termination. | Date of separation + 2 years. | |
| GR1050-36 | CRIMINAL HISTORY CHECKS | Used for condition of or in conjunction with employment application. | End of employee's probationary period or after immediate purpose has been fulfilled, as applicable. | By law - Government Code, Chapter 411 Subchapter F for certain education institutions and fire departments, and by authority of this schedule for all other local governments. Retention Note: A local government that is authorized to obtain criminal history recorded information from the Texas Department of Public Safety must refer to Subchapter F, Chapter 411, Government Code for appropriate retention and use of this information. |
| *GR1050-37 | EMPLOYEE ACKNOWLEDGEMENT FORMS | Employee acknowledgement forms or other documentation that show proof of receipt and awareness of local government policies and procedures. | US or date of separation +2 years, as applicable. | Retention Note: See item number GR1050-08b for acknowledgement forms of pension and deferred compensation policies and procedures. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|--|--|---|
| GR1050-38 | UNSOLICITED RÉSUMÉS | Unsolicited résumés received by local governments not used in the employment selection process. | AV. | Retention Note: See item number GR1050-14 for résumés, whether solicited or unsolicited, that are used in any way in the employment selection process. |
| GR1050-39 | VOLUNTEER SERVICE FILES | Information about individual volunteers and duties they perform. | US or date of separation + 3 years. | |
| *GR1050-40 | APPLICATIONS FOR PERMANENT EMPLOYMENT CERTIFICATION (ETA Form 9089) | Includes applications and supporting documentation, including employment applications, summaries of recruitment efforts, job postings, newspaper advertisements, job orders with the Texas Workforce Commission, and correspondence with the U.S. Department of Labor and attorneys. | Date of filing of application + 5 years. | |
| *GR1050-41 | OUTSIDE/SECONDARY EMPLOYMENT AUTHORIZATIONS | Personnel forms requesting permission to perform at a job outside of the local government. | Date of separation or until superseded + 2 years, as applicable. | |
| *GR1050-42 | LICENSE AND DRIVING RECORD CHECKS | | US or date of separation. | Retention Note: See item number SD3500-03c for driving record checks of school bus drivers. |
| *GR1050-43 | LABOR STATISTICS REPORTS | Reports providing statistical information on labor force. | 3 years. | |
| *GR1050-44 | AMERICANS WITH DISABILITIES ACT (ADA) DOCUMENTATION | Self evaluations and plans documenting compliance with the requirements of the Americans with Disabilities Act. | 3 years. | By regulation - 28 CFR 35.105(c). |

SECTION 3-2: PAYROLL RECORDS

Retention Note: OTHER ACCOUNTING RECORDS - This section supplements Section 2-2 and schedules financial and accounting records found in most local governments specific to the disbursement of payroll. If a payroll-related record is not scheduled in this section, use Section 2-2 for the comparable record; e.g., payroll fund reconciliations should be retained for FE + 5 years under the retention for Banking Records (see item number GR1025-28).

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|---|--|---|
| GR1050-50 | DEDUCTION AUTHORIZATIONS | Documentation used to start, modify, or stop all voluntary or required deductions from payroll, including orders of garnishment or other court-ordered attachments. | 4 years after separation or 4 years after amendment, expiration, or termination of authorization, whichever sooner. | |
| GR1050-51 | DIRECT DEPOSIT APPLICATIONS/ AUTHORIZATIONS | | US or date of separation, as applicable. | |
| GR1050-52 | EARNINGS AND DEDUCTION RECORDS | | | |
| GR1050-52a | EARNINGS AND DEDUCTION RECORDS | A record containing the following payroll information on each employee: name, last known address and social security number, amount of wages paid to the employee for each payroll period, including all deductions, and date of payment. | Retention of any one of the following records for 5 years by school districts or 4 years by other local governments will satisfy the retention requirement: 1) Individual employee earnings card or record that shows earnings and deductions for each pay period. 2) Master payroll register which shows earnings and deductions for each pay period. | By regulation - 20 CFR 404.1225(b) (3) and 40 TAC 815.106(i). |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--------------------------------|--|--|---------|
| GR1050-52b | EARNINGS AND DEDUCTION RECORDS | A record containing the following minimum pension and deferred compensation information on each employee: name, date of birth, social security number, and amount of pension and deferred compensation deductions. | <p>The retention of any one of the following for date of separation + 75 years will satisfy the retention requirement:</p> <p>1) Individual employee earnings card or record as in (a)(1).</p> <p>2) Employee Service Record (see item number GR1050-12) if it contains the prescribed pension and deferred compensation deduction data.</p> <p>3) Master payroll register, or the final year-to-date register of each calendar year, if the register shows all persons employed during the year from whose wages, pension, and deferred compensation deductions were made.</p> | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------------------|--------------------------------|--|---|---------|
| GR1050-52b (continued) | EARNINGS AND DEDUCTION RECORDS | Master payroll register, including year-to-date registers, if not used to satisfy either of the retention requirements set in (a) or (b). | <p>4) Pension and deferred compensation deduction register, or the final year-to-date pension deduction register of each calendar year, if the register lists all persons employed during the year from whose wages pension and deferred compensation deductions were made.</p> <p>5) Copies of annual or other periodic statements furnished to each employee detailing the deductions and contributions to a pension or deferred compensation plan during the past year or period.</p> | |
| GR1050-52c | EARNINGS AND DEDUCTION RECORDS | | FE + 5 years for school districts; FE + 3 years for other governments. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|---|---|--|
| GR1050-52d | EARNINGS AND DEDUCTION RECORDS | Subsidiary payroll registers, if not used to satisfy either of the retention requirements set in (a) or (b). (1) If data contained in the subsidiary payroll register is not contained in the master payroll register. (2) If data contained in the subsidiary payroll register is contained in the master payroll register. | FE + 5 years for school districts; FE + 3 years for other governments. AV. | |
| GR1050-52e | EARNINGS AND DEDUCTION RECORDS | Copies of annual or other periodic statements furnished to each employee detailing the deductions and contributions to a pension or deferred compensation plan during the past year or period, if not used to satisfy the retention requirement set in (b). | 2 years. | |
| GR1050-52f | EARNINGS AND DEDUCTION RECORDS | Payroll adjustment records, including transaction registers, authorizations, and similar records authorizing and detailing adjustments to payroll records because of overpayment, underpayment, etc. | FE + 5 years for school districts; FE + 3 years for other governments. | |
| GR1050-53 | FEDERAL AND STATE TAX FORMS AND REPORTS | | | |
| GR1050-53a | FEDERAL AND STATE TAX FORMS AND REPORTS | Forms used to determine withholding from wages and salaries for payroll tax purposes (W-4 Forms). | 4 years after separation or 4 years after form amended, whichever sooner. | By regulation - 20 CFR 404.1225(b) (3), 26 CFR 31.6001-1(e) (2) for federal forms and by authority of this schedule for any state forms. |
| GR1050-53b | FEDERAL AND STATE TAX FORMS AND REPORTS | Forms and reports used to report the collection, distribution, deposit, and transmittal of payroll or unemployment taxes (W-2, 1099). | 4 years after tax due date or date tax paid, whichever later. | By regulation - 20 CFR 404.1225(b) (3), 26 CFR 31.6001-1(e) (2) for federal forms and by authority of this schedule for state forms. |
| GR1050-54 | LEAVE RECORDS | | | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---------------|---|---|---------------------------------|
| GR1050-54a | LEAVE RECORDS | A record containing a record of the unused accumulated sick leave of each employee if (1) all or a percentage of accumulated sick leave is used to calculate length of service and/or (2) accumulated sick leave is creditable to an employee if rehired. | <p>The retention of any one of the following for date of separation + 75 years will satisfy the retention requirement:</p> <p>1) Individual employee earnings card or record as described in item number GR1050-52a if it also contains accumulated sick leave data.</p> <p>2) Employee Service Record (see item number GR1050-12) if it contains the accumulated sick leave data prescribed.</p> <p>3) Copy of the final time summary or leave status report, as noted in (d), of each separated employee.</p> | |
| GR1050-54b | LEAVE RECORDS | Requests and authorizations for vacation, compensatory, sick, Family and Medical Leave Act (FMLA), and other types of authorized leave, and supporting documentation. | FE + 5 years for school districts; FE + 3 years for other governments. | By regulation – 29 CFR 825.500. |
| GR1050-54c | LEAVE RECORDS | Leave or hours-to-date registers. | FE + 5 years for school districts; FE + 3 years for other governments. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|---|---|--|
| GR1050-54d | LEAVE RECORDS | Copies of periodic time summary or leave status reports furnished to each employee containing information on vacation, sick, compensatory, or other leave earned and used, including the final report of separated employees if they are not used to satisfy the retention requirement set in (a). | 2 years. | |
| GR1050-55 | PAYROLL ACTION OR INFORMATION NOTICES | Documents used by payroll officers to create or change information in the payroll records of individual employees except deduction authorizations (see item number GR1050-50) and federal tax forms [see item number GR1050-53(a)]. | | |
| *GR1050-55a | PAYROLL ACTION OR INFORMATION NOTICES | Documents concerning hiring, termination, transfer, pay grade, position or job title, name changes, etc. | 2 years from the date of creation or personnel action involved, whichever is later. | By regulation - 29 CFR 1602.31, 1602.40, and 1602.49. Retention Note: Refer to GR1050-12 in this schedule as some information must be kept in Employee Service Record. |
| GR1050-55b | PAYROLL ACTION OR INFORMATION NOTICES | Documents concerning adjustments to payroll and leave status. | FE + 3 years. | Retention Note: Refer to GR1050-12 in this schedule as some information must be kept in Employee Service Record. |
| GR1050-56 | TIME AND ATTENDANCE REPORTS | Time cards or sheets, including work schedules and documentation evidencing adherence to or deviation from normal hours for those employees working on fixed schedules. | 4 years. | By regulation - 40 TAC 815.106(i). |
| GR1050-57 | TIME CHANGE RECORDS | Requests and authorizations for overtime, time trading, and other actions that affect normal work time except leave requests [see item number GR1050-54(c)]. | 2 years. | |
| GR1050-58 | REIMBURSABLE ACTIVITIES, REQUESTS AND AUTHORIZATIONS TO ENGAGE IN | Requests and authorizations for travel; participation in educational programs, workshops, or college classes; or for other <i>bona fide</i> work-related activities in which the expenses of an employee are defrayed or reimbursed. | FE + 5 years for school districts; FE + 3 years for other governments. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|-------------------|------------------------------------|--|------------------------------------|-------------------------------------|
| GR1050-59 | WAGE AND SALARY RATE TABLES | | | |
| GR1050-59a | WAGE AND SALARY RATE TABLES | If wage or salary rate for each position listed on an Employee Service Record (see item number GR1050-12) is expressed in dollars. | 2 years after last effective date. | By regulation - 29 CFR 516.6(a)(2). |
| GR1050-59b | WAGE AND SALARY RATE TABLES | If wage or salary rate for each position listed on an Employee Service Record (see item number GR1050-12) is indicated by grade or step number only. | Date of separation + 75 years. | |

PART 4: SUPPORT SERVICES RECORDS

SECTION 4-1: PURCHASING RECORDS

Retention Notes: RELATIONSHIP WITH ACCOUNTS PAYABLE RECORDS - In a local government in which purchasing and accounts payable records (see item number GR1025-26) are maintained by the same individual or department, duplicate copies of a record need not be created and/or retained to satisfy the retention requirements of this section if the record is used in documenting both the ordering and procurement of and payment for goods and services. In such instances, retention requirements for accounts payable records prevail over those noted in this section.

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|-------------------|-----------------------------------|---|---|---|
| GR1075-01 | BIDS AND BID DOCUMENTATION | | | |
| GR1075-01a | BIDS AND BID DOCUMENTATION | Successful bids and requests for proposals, including invitations to bid, bid bonds and affidavits, bid sheets, and similar supporting documentation. | FE of award + 5 years for school districts; FE + 3 years for other governments. | Retention Note: If a formal written contract is the result of a successful bid or request for proposal, the successful bid or request for proposal and its supporting documentation must be retained for the same period as the contract. See item number GR1000-25. |
| GR1075-01b | BIDS AND BID DOCUMENTATION | Unsuccessful bids. | 2 years. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|----------------------|--|--|---|---|
| GR1075-01c | BIDS AND BID DOCUMENTATION | Requests for informal bid estimates, quotes, or responses from providers for the procurement of goods or services for which state law or local policy does not require the formal letting of bids. | 1 year. | |
| GR1075-01d | BIDS AND BID DOCUMENTATION | Requests for information (RFI) preliminary to the procurement of goods or services by direct purchase or bid. | AV after date of direct purchase, issuance of request for bids, or decision not to proceed with the procurement, as applicable. | |
| *GR1075-02 | PARTS AND SUPPLIES INVENTORY RECORDS | Inventories of parts and supplies. | 1 year. | |
| GR1075-03 | PURCHASE ORDER AND RECEIPT RECORDS | | | |
| GR1075-03a | PURCHASE ORDER AND RECEIPT RECORDS | Purchase orders, requisitions, and receiving reports. | FE + 5 years for school districts; FE + 3 years for other governments. | |
| GR1075-03b | PURCHASE ORDER AND RECEIPT RECORDS | Purchasing log, register, or similar record providing a chronological record of purchase orders issued, orders received, and similar data on procurement status. | FE + 3 years. | |
| GR1075-03c | PURCHASE ORDER AND RECEIPT RECORDS | Packing slips and order acknowledgments. | AV. | |
| GR1075-03d | PURCHASE ORDER AND RECEIPT RECORDS | Vendor and commodity lists. | US. | |
| GR1075-04 | W-9 FORM - REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN) AND CERTIFICATION | W-9 IRS Form used to request a taxpayer identification number (TIN) for reporting information to IRS. This includes W-9 forms received by local governments from vendors. | Date account is opened or date instrument purchased + 3 years. | By regulation - 26 CFR 31.3406(h)-3(g). |

SECTION 4-2: FACILITY, VEHICLE, AND EQUIPMENT MANAGEMENT RECORDS

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|---|------------------|---|
| GR1075-15 | ACCIDENT AND DAMAGE REPORTS (PROPERTY) | Reports of accidents or damage to facilities, vehicles, or equipment if no personal injury is involved. | 3 years. | Retention Note: For accident reports involving personal injury see item numbers GR1000-20 and GR1050-32. |
| GR1075-16 | CONSTRUCTION PROJECT RECORDS | | | |
| *GR1075-16a | CONSTRUCTION PROJECT RECORDS | Records concerning the planning, design, construction, conversion, or modernization of local government-owned facilities, structures, infrastructure (i.e. electrical lines, underground water lines), and systems, including feasibility, screening, and implementation studies; topographical and soil surveys and reports; architectural and engineering drawings, elevations, profiles, blueprints, and as-builts; inspection and investigative reports; laboratory test reports; environmental impact statements; construction contracts and bonds; correspondence; and similar documentation except as described in (b), (c) or (d). | LA + 10 years. | <p>Retention Notes: a) Review before disposal; some records may merit PERMANENT retention for historical reasons.</p> <p>b) If a structure, facility, or system is sold or transferred to another person or entity, the local government must retain the original records relating to its construction to fulfill retention requirements. Copies of the records may be given to the person or entity to which the structure, facility, or system is sold or transferred.</p> <p>c) Records of the types described relating to places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained PERMANENTLY.</p> |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|-------------------------------------|--|---------------------------------------|---|
| *GR1075-16b | CONSTRUCTION PROJECT RECORDS | Records of the types described in GR1075-16a relating to the construction of prefabricated storage sheds, bus shelters, parking lot kiosks, non-structural recreational facilities such as baseball diamonds and tennis courts, and similar structures and facilities. | Completion of the project + 10 years. | <p>Retention Notes: a) Review before disposal; some records may merit PERMANENT retention for historical reasons. Records relating to construction of some of the described structures will have historical value if they are closely associated with a major structure as described in GR1075-16a. For example, records relating to the construction of gazebos, fountains, walls, or statuary located on the grounds of a county courthouse are part of the landscape of the courthouse and its grounds and should be retained PERMANENTLY.</p> <p>b) Records of the types described relating to places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained PERMANENTLY.</p> <p>c) If the construction of a structure described in GR1075-16b includes infrastructure (i.e. electrical lines, underground water lines, etc.), records of the infrastructure must be maintained Life of Asset + 10 years.</p> |
| *GR1075-16c | CONSTRUCTION PROJECT RECORDS | Records relating to construction projects described in GR1075-16a and GR1075-16b, that are transitory or of ephemeral relevance, and are not required for maintaining, modifying, and repurposing the building or structure. Records may include, but are not limited to, records of architectural and engineering draft design plans and specifications that precede the signed and sealed versions, , delivery tickets for expendable products, daily work reports, etc. | 5 years. | <p>Retention Note: Records of the types described relating to places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained PERMANENTLY.</p> |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|---|---|--|
| *GR1075-16d | CONSTRUCTION PROJECT RECORDS | Line Locate Requests, Call Before You Dig records, or other similar records documenting requests for information regarding locations of the underground cable or utility lines. | Completion of project requiring the locate request + 2 years. | Retention note: If damage to utility lines becomes subject to litigation, the locate records must be retained in accordance with GR1000-31 (Litigation Case Files). |
| GR1075-17 | LOST AND STOLEN PROPERTY REPORTS | | FE + 3 years. | |
| GR1075-18 | MAINTENANCE, REPAIR, AND INSPECTION RECORDS | Records documenting the maintenance, repair, and inspection of facilities, vehicles, and equipment. | | Retention Note: This record group schedules records of maintenance and repair to general-purpose vehicles, office equipment, and office facilities. For retention requirements for the maintenance and repair of specialized vehicles (e.g., police cars, fire trucks, school buses), equipment (e.g., airport runway beacons, traffic lights), or facilities (e.g., wastewater treatment plants) see other commission schedules. |
| GR1075-18a | MAINTENANCE, REPAIR, AND INSPECTION RECORDS | Vehicles and equipment. (1) Routine inspection records. (2) Maintenance and repair records. | 1 year. Life of asset. | Retention Note: If a vehicle is salvaged as the result of an accident, the maintenance and repair records for the vehicle must be retained for date of salvage + 1 year. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|---|--|--|
| GR1075-18b | MAINTENANCE, REPAIR, AND INSPECTION RECORDS | Facilities. (1) Routine cleaning, janitorial, and inspection work. (2) All other facility maintenance, repair and inspection records (including those relating to plumbing, electrical, fire suppression, and other infrastructural systems). | 1 year. 5 years. | Retention Note: Records of the types described relating to government-owned structures or places eligible for or already listed as historic by national, state, or local organizations or authorities must be retained PERMANENTLY . |
| *GR1075-19 | SERVICE REQUESTS/WORK ORDERS | Requests or work order for repairs or maintenance to facilities, vehicles, or equipment. | 2 years. | Retention Note: If work orders serve as the only form of record documenting repairs to vehicles or equipment [see item number GR1075-18(a)] they must be retained for the life of the vehicle or equipment. |
| GR1075-20 | USAGE REPORTS | Reports of usage of facilities, vehicles, and equipment. | | |
| *GR1075-20a | USAGE REPORTS | Any type of usage report (e.g., mileage, fuel consumption, copies run) if such reports are the basis for allocating costs, for determining payment under rental or lease agreements, etc. | FE + 5 years for school districts; FE + 3 years for other governments. | |
| *GR1075-20b | USAGE REPORTS | Reservation logs or similar records relating to the use of facilities such as meeting rooms, auditoriums, etc. by the public or other governmental agencies. | 2 years. | |
| *GR1075-20c | USAGE REPORTS | Usage reports compiled for purposes other than those noted in (a) or (b). | 1 year. | |
| GR1075-21 | VEHICLE OR EQUIPMENT ASSIGNMENT RECORDS | Assignment logs, authorizations, and similar records relating to the assignment and use of government-owned vehicles or equipment by employees. | After return or reassignment + 2 years. | |
| GR1075-22 | VISITOR CONTROL REGISTERS | Logs, registers, or similar records documenting visitors to limited access or restricted areas. | 3 years. | Retention Note: If the visitor control register is needed as part of an investigation it should be retained with the investigation case file PS4125-05. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|----------------------------------|--|----------------------------------|--|
| *GR1075-23 | VEHICLE AND EQUIPMENT WARRANTIES | Warranties for vehicles and equipment. | Expiration of warranty + 1 year. | |
| GR1075-24 | VEHICLE TITLES AND REGISTRATIONS | Vehicle titles and registrations of government- owned vehicles. | LA. | |
| GR1075-25 | SURVEILLANCE VIDEOS | Video surveillance for, but not limited to, security of property and persons. | AV. | Retention Note: If the surveillance video is needed as part of an investigation it should be retained with the investigation case file PS4125-05. |
| *GR1075-26 | EQUIPMENT MANUALS | Equipment manuals, owner's manuals, instructional manuals, or other similar documentation for government owned equipment, except for equipment manuals noted elsewhere in this schedule or other schedules adopted by the commission. | LA. | |

SECTION 4-3: COMMUNICATIONS RECORDS

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|-------------------------------------|---|--|---------|
| GR1075-40 | POSTAL AND DELIVERY SERVICE RECORDS | | | |
| GR1075-40a | POSTAL AND DELIVERY SERVICE RECORDS | Meter and permit usage records. | 1 year. | |
| GR1075-40b | POSTAL AND DELIVERY SERVICE RECORDS | Registered, certified, insured, and special delivery mail receipts and similar records of transmittal by express or delivery companies. | 1 year. | |
| GR1075-41 | TELEPHONE LOGS OR ACTIVITY REPORTS | Registers or logs of telephone calls and fax transmissions made and similar activity reports. | | |
| GR1075-41a | TELEPHONE LOGS OR ACTIVITY REPORTS | If the log, report, or similar record is used for cost allocation purposes. | FE + 5 years for school districts; FE + 3 years for other governments. | |
| GR1075-41b | TELEPHONE LOGS OR ACTIVITY REPORTS | If the log, report, or similar record is used for internal control purposes other than cost allocation. | 1 year. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|----------------------------|---|-------------------------------|--------------------------------|
| GR1075-41c | [WITHDRAWN –SEE GR1075-43] | | | |
| *GR1075-42 | E-RATE RECORDS | E-Rate is the Schools and Libraries Program of the Universal Service Fund that provides discounts to schools and libraries for telecommunications and Internet access. E-Rate is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communication Commission (FCC). All records related to the application for, receipt, and delivery of discounted telecommunications and other supported services. | FE + 10 years. | By regulation - 47 CFR 54.516. |
| *GR1075-43 | DIRECTORY INFORMATION | Mailing addresses, telephone or fax numbers, or email addresses, or other contact information maintained by a local government on its employees or persons it serves. | US, expired, or discontinued. | |

SECTION 4-4: WORKPLACE SAFETY RECORDS

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--------------------------------------|---|------------------|---------|
| GR5750-01 | BLOODBORNE PATHOGEN TRAINING RECORDS | Records of training given to employees with exposure to bloodborne pathogens showing the dates of training sessions, contents or summaries of the sessions, names and job titles of those who received training, and names and qualifications of instructors. | 3 years. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--------------------------------------|---|--|--|
| GR5750-02 | FACILITY CHEMICAL LISTS | Copies of tier two forms containing information of hazardous chemicals present in local government facilities submitted to the fire chief of the fire department having jurisdiction over the facilities and to the Texas Department of State Health Services as required by Health and Safety Code, Section 506.006. | 30 years. | |
| GR5750-03 | HAZARD COMMUNICATION PLANS | Plans describing how criteria of the Hazard Communications Act (Chapter 502, Health and Safety Code) with regard to the education and training of employees will be met. | US + 5 years. | By law - Health and Safety Code, Section 502.009(g). |
| GR5750-04 | HAZARDOUS MATERIALS TRAINING RECORDS | Records of training given to employees in a hazard communications program showing the date of each training session, subjects covered during the session, rosters of employees who attended, and the names of instructors. | 5 years. | By law - Health and Safety Code, Section 502.009(g). |
| GR5750-05 | MATERIAL SAFETY DATA SHEETS (MSDS) | Material safety data sheets (MSDS) supplied to local government employers by manufacturers or distributors of hazardous chemicals. | AV after receipt of updated sheet or the hazardous chemical is no longer present in the local government, as applicable. | |
| GR5750-06 | WORKPLACE CHEMICAL LISTS | Lists of hazardous chemicals, including superseded lists, compiled and maintained by local governments in accordance with the Health and Safety Code, Section 502.005. | 30 years. | By law - Health and Safety Code, Section 502.005(d). Retention Note: State law (Health and Safety Code, Section 502.005(d)) provides that if a local government is dissolved (e.g., a municipality through disincorporation), it shall send the workplace chemical lists in its possession to the director of the Texas Department of State Health Services. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|--|------------------|---------|
| *GR5750-07 | DISASTER PREPAREDNESS AND RECOVERY PLANS | Disaster preparedness, continuity of operations, business continuity, or other plans used to prepare for or respond to emergencies or disasters. | US. | |

PART 5: INFORMATION TECHNOLOGY RECORDS

Retention Notes: (a) This part establishes retention periods for records essential to the creation, maintenance, and use of electronic records (information recorded in a form for computer processing including data, graphics, digital images, multi-media records, etc.) and records related to computer operations/technical support not covered elsewhere in this schedule. Records in this part may be maintained on whatever medium is appropriate including electronic (on-line, magnetic tape, optical disk, CD-ROM, etc.), paper, and microform.

(b) Other types of records may be maintained electronically that are listed elsewhere in this schedule, such as administrative, fiscal, personnel, and support services records, or in other specialized schedules adopted by the Texas State Library and Archives Commission, such as Local Schedule PS (Records of Public Safety Agencies), Local Schedule HR (Records of Public Health Agencies), etc. The retention period for those electronic records will be as specified under the appropriate records series item number according to the function of the information. For example, if an electronic system were used to maintain encumbrance and expenditure reports, the retention period for these electronic records would be 2 years as specified in item number 1025-04(d). Retention requirements apply to records maintained on all types of electronic systems including mainframe, minicomputer, microcomputer, local-area-network based systems, etc.

(c) Administrative rules of the Texas State Library and Archives Commission (13 TAC 7.71-7.79) require that retention procedures for electronic records with an approved retention of 10 years or more must include provisions for scheduling the disposition of the electronic records as well as related software, documentation, and indexes; and for regular recopying, reformatting, and other necessary maintenance or conversion activities to ensure the retention and stability of electronic records until the expiration of their retention periods.

(d) If automated information is copied to paper or microform to create the official record, the electronic files do not have to be maintained for the full retention period of the record. The added value of electronic files for facilitating retrieval, making queries, providing for automated audit trails, etc., should be carefully reviewed prior to destruction of the electronic files even though there is an official record in another medium.

SECTION 5-1: RECORDS OF AUTOMATED APPLICATIONS

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|----------------------|--|---|---|--|
| GR5800-01 | AUDIT TRAIL RECORDS | Files needed for electronic data audits such as files or reports showing transactions accepted, rejected, suspended, and/or processed; history files/tapes; records of on-line updates to application files or security logs. | Until audit requirements met. | |
| GR5800-02 | FINDING AIDS, INDEXES, AND TRACKING SYSTEMS | Automated indexes, lists, registers, and other finding aids used to provide access to the hard copy and electronic records. | Until the related hard copy or electronic records have been destroyed. | |
| GR5800-03 | HARDWARE DOCUMENTATION | Records documenting operational and maintenance requirements of computer hardware such as operating manuals, hardware/operating system requirements, hardware configurations, and equipment control systems. | Until electronic records are transferred to and made usable in a new hardware environment, or there are no electronic records being retained to meet an approved retention period that require the hardware to be retrieved and read. | Retention Note: If the retention period of electronic records is extended to meet requirements of an audit, litigation, Public Information Act request, etc., any hardware documentation required to retrieve and read the records must also be retained for the same period. |
| *GR5800-04 | INFORMATION SYSTEM/DATABASE RECORDS | Relatively long-lived computer files, including databases, containing organized and consistent sets of complete and accurate electronic records. | Until electronic records are transferred to and made usable in a new system environment, or the files have met a retention period established in this or other commission schedule, whichever sooner. | Retention Notes: a) The need to retain "snapshots" of some continuing information systems or databases should be carefully evaluated. For example, if a Geographic Information System has only current mapping information, historical versions of zoning changes would need to be maintained for long-term legal and historical value. b) Records managers should ensure that snapshots which support records on this or other commission schedules are retained for the full retention period of the records they support. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---------------------------|--|---|---|
| *GR5800-05 | PROCESSING RECORDS | Electronic files used to produce or modify an information system or database, including, but not limited to, work files, maintenance and test files, print files, and intermediate input/output records. | Until electronic records are transferred to and made usable in a new system environment, or the files have met a retention period established in this or other commission schedule, whichever sooner. | Retention Note: Routine or benchmark files used to test system performance and files which facilitate processing of a particular job or system run, but which do not add to, delete from, or substantially modify information in an information system or database need be retained only as long as administratively valuable. |
| *GR5800-06 | SOFTWARE PROGRAMS | Automated software applications and operating system files including job control language, etc. | Until electronic records are transferred to and made usable in a new software environment, or there are no electronic records being retained to meet an approved retention period that require the software to be retrieved and read. | Retention Note: If the retention period of electronic records is extended to meet requirements of an audit, litigation, Public Information Act request, etc. any software program required to retrieve and read the records must also be retained for the same period. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|--|---|---|
| *GR5800-08 | TECHNICAL DOCUMENTATION | Records adequate to specify all technical characteristics necessary for reading or processing of electronic records and their timely, authorized disposition. Includes documentation describing how a system operates and which is necessary for using the system such as user guides, system or sub-system definitions, system specifications, input and output specifications, and system flow charts; program descriptions and documentation such as program flowcharts, program maintenance logs, change notices, and other records that document modifications to computer programs; and data documentation necessary to access, retrieve, manipulate and interpret data in an automated system such as a data element dictionary, file layout, code book or table, and other records that explain the meaning, purpose, structure, logical relationships, and origin of the data elements. | Until electronic records are transferred to and made usable in a new hardware or software environment with new documentation, or there are no electronic records being retained to meet an approved retention period that require the documentation to be retrieved and read. | Retention Note: If the retention period of electronic records is extended to meet requirements of an audit, litigation, open records action, etc. any technical documentation required to retrieve and read the records must also be retained for the same period. |
| *GR5800-09 | AUTOMATED PROGRAM LISTING / SOURCE CODE | Automated program code and builds which generate the machine-language instructions used to operate software programs. | Until superseded or software program no longer used, whichever sooner. | |

SECTION 5-2: COMPUTER OPERATIONS AND TECHNICAL SUPPORT RECORDS

Retention Note: Not all of the following types of records will be created with all electronic systems. A local government should determine which records are needed according to the type of computer operation in use (mainframe, individual personal computers, networked personal computers, etc.). The records in this section may be maintained electronically (on-line, magnetic tape, optical disk, etc.) or on another medium such as paper or microform provided the approved retention period is met.

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|--------------------|---|---|---|---|
| *GR5825-01 | SYSTEM SECURITY RECORDS | | . | |
| *GR5825-01a | SYSTEM SECURITY RECORDS | Records created for security purposes to control or monitor individual access to a system and its data, including but not limited to user account records, security login information, and password files. | US, date of expiration, or date of separation + 2 years, as applicable. | |
| *GR5825-01b | SYSTEM SECURITY RECORDS | Records used to control and monitor the security of a system and its data, including vulnerability scans, intrusion tests, malicious code detection tests, threat and risk assessments, technical security reviews, patch management logs, intrusion detection logs, firewall logs, and related records. Records documenting incidents and investigations involving unauthorized attempted entry, probes and/or attacks on information systems or networks. | AV. | |
| GR5825-02 | BATCH DATA ENTRY CONTROL RECORDS | Forms and logs used to reconcile batches submitted for processing against batches received and processed. | AV after reconciliation confirmed. | |
| GR5825-03 | CHARGEBACK RECORDS TO DATA PROCESSING SERVICES USERS | Records used to document, calculate costs, and bill program units for computer usage and data processing services. These records are also used for cost recovery, budgeting, or administrative purposes. | FE + 5 for school districts; FE + 3 years for other local governments. | |
| GR5825-04 | COMPUTER JOB SCHEDULES AND REPORTS | Schedules or similar records showing computer jobs to be run and other reports by computer operators or programmers of work performed. | 90 days. | |
| GR5825-06 | DATA PROCESSING PLANNING RECORDS | Reports, studies, analyses, projections, and similar records concerning the creation, development, or modification of data processing systems and services. | 5 years. | Retention Note: Review before disposal; some records of this type may merit PERMANENT retention for historical reasons. |
| *GR5825-07 | [WITHDRAWN – SEE GR5750-07] | | | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|--|---|---------|
| GR5825-08 | ELECTRONIC MEDIA LIBRARY SYSTEM RECORDS | Records used to control the location, maintenance, and disposition of media in an electronic media library except for records destruction documentation that is maintained permanently (see item number GR1000-40). | Until related records or media are destroyed or withdrawn from the library. | |
| *GR5825-09 | DATA ENTRY DOCUMENTS | Records or forms designed and used solely for data input and control except for data entry documents noted elsewhere in this schedule or other schedules adopted by the commission. | Until all data has been entered into the system and, if required, verified. | |
| GR5825-10 | NETWORK CIRCUITS INVENTORIES | Records containing information on network circuits used by the government including circuit number, vendor, type of connection, terminal series, software, contact person, and other relevant information about the circuit. | US. | |
| GR5825-11 | NETWORK IMPLEMENTATION RECORDS | Records used to implement a computer network including reports, diagrams of network, and wiring schematics. | US. | |
| *GR5825-12 | OPERATING SYSTEM AND HARDWARE CONVERSION PLANS | Records relating to the replacement of equipment or computer operating systems not included elsewhere in this schedule. | 2 years after completion of conversion. | |
| GR5825-13 | OUTPUT RECORDS FOR COMPUTER PRODUCTION | Reports showing transactions that were accepted, rejected, suspended, and/or processed. | AV. | |
| *GR5825-14 | QUALITY ASSURANCE RECORDS | Information verifying the quality of system, hardware, or software operations including records of errors or failures and the loss of data resulting from such failures, documentation of abnormal termination and of error free processing, checks of changes put into production, transaction histories, and other records needed as an audit trail to evaluate data accuracy. | Until no longer needed as an audit trail. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|------------------------------------|---|--------------------------------------|--|
| GR5825-15 | PROJECT RECORDS | Records created and used in the development, redesign, or modification of automated systems or applications. | | Retention Note: Does not include purchasing records for computer software or hardware such as individual personal computers, which are covered in Part 4 of this schedule. |
| GR5825-15a | PROJECT RECORDS | Project management records, design documentation, feasibility studies, justifications, user requirements, etc. | 3 years after completion of project. | |
| GR5825-15b | PROJECT RECORDS | Routine status reports, memos, and correspondence. | AV. | |
| *GR5825-16 | SYSTEM ACTIVITY MONITORING RECORDS | Records or logs that monitor and report levels and patterns of individual and organizational usage of system hardware, software application, and internet resources, including but not limited to log in files, system usage files, application usage files, data entry logs, print spool logs, and records of individual computer usage. May also include levels of storage and network/bandwidth traffic and other documentation related to activities for monitoring and ensuring optimal efficiency of system resource use. | AV. | |
| *GR5825-17 | [WITHDRAWN – SEE GR1050-28] | | | |
| GR5825-18 | INTERNET COOKIES | Data resident on hard drives that make use of user-specific information transmitted by the Web server onto the user's computer so that the information might be available for later access by itself or other servers. | AV. | Retention Note: The disposal of Internet cookies need not be documented through destruction authorizations (GR1000-40(b)), but governments should establish procedures governing disposal of these records as part of its records management plan (GR1000-40(d)). |
| GR5825-19 | HISTORY FILES – WEB SITES | A record of the documents visited during an Internet session that allows users to access previously visited pages more quickly or to generate a record of a user's progress. | AV. | Retention Note: The disposal of Internet history files need not be documented through destruction authorizations (GR1000-40(b)), but governments should establish procedures governing disposal of these records as part of its records management plan (GR1000-40(d)). |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|--------------------|------------------|---------|
| GR5825-20 | SOFTWARE REGISTRATIONS, WARRANTIES, AND LICENSE AGREEMENTS | | LA + 3 years. | |

Comments or complaints regarding the programs and services of the Texas State Library and Archives Commission can be addressed to the Director and Librarian, PO Box 12927, Austin, TX 78711-2927
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TEXAS STATE LIBRARY AND ARCHIVES COMMISSION

LOCAL SCHEDULE HR (Second Edition)

RETENTION SCHEDULE FOR RECORDS OF LOCAL PUBLIC HEALTH AGENCIES

This schedule establishes mandatory minimum retention periods for records of public health agencies. The term “local public health agency” means any local health department or unit owned, operated, or leased by a local government, including: public health districts, public hospitals, hospital districts, hospital authorities, animal control departments, animal shelters, and the abolished office of county inspector of hides and animals. Public health agencies owned, operated, or leased by a state agency, including state universities, should follow the retention periods set forth in that state agency’s records retention schedule. No local government office may dispose of a record listed in this schedule prior to the expiration of its retention period. A records control schedule of a local government may not set a retention period that is less than that established for the record in this schedule. Original paper records may be disposed of prior to the expiration of their minimum retention periods if they have been microfilmed or electronically stored pursuant to the provisions of the Local Government Code, Chapter 204 or Chapter 205, as applicable, and rules of the Texas State Library and Archives Commission adopted under those chapters. Actual disposal of such records by a local government is subject to the policies and procedures of its records management program.

Destruction of local government records contrary to the provisions of the Local Government Records Act of 1989 and administrative rules adopted under it, including this schedule, is a Class A misdemeanor and, under certain circumstances, a third degree felony (Penal Code, Section 37.10). Anyone destroying local government records without legal authorization may also be subject to criminal penalties and fines under the Public Information Act (Government Code, Chapter 552).

INTRODUCTION

The Government Code, Section 441.158, provides that the Texas State Library and Archives Commission shall issue records retention schedules for each type of local government, including a schedule for records common to all types of local government. The law provides further that each schedule must state the retention period prescribed by federal or state law, rule of court, or regulation for a record for which a period is prescribed; and prescribe retention periods for all other records, which periods have the same effect as if prescribed by law after the records retention schedule is adopted as a rule of the Commission.

The retention period for a record applies to the record regardless of the medium in which it is maintained. Some records listed in this schedule are maintained electronically in many offices, but electronically stored data used to create in any manner a record or the functional equivalent of a record as described in this schedule must be retained, along with the hardware and software necessary to access the data, for the retention period assigned to the record, unless backup copies of the data generated from electronic storage are retained in paper or on microfilm for the retention period.

Unless otherwise stated, the retention period for a record is in calendar years from the date of its creation. The retention period applies only to an official record as distinct from convenience or working copies created for informational purposes. Where several copies are maintained, each local government should decide which shall be the official record and in which of its divisions or departments it will be maintained. Local governments in their records management programs should establish policies and procedures to provide for the systematic disposal of copies.

A local government record may not be destroyed if any litigation, claim, negotiation, audit, public information request, administrative review, or other action involving the record is initiated prior to the destruction of the record until the completion of the action and the resolution of all issues that arise from it or until the expiration of the retention period of the record, whichever is later.

If a record described in this schedule is maintained in a bound volume of a type in which pages were not meant to be removed, the retention period, unless otherwise stated, dates from the date of last entry.

If two or more records listed in this schedule are maintained together by a local government and are not severable, the combined record must be retained for the length of time of the component with the longest retention period. A record whose minimum retention period on this schedule has not yet expired and is **less than permanent** may be disposed of if it has been so badly damaged by fire, water, or insect or rodent infestation as to render it unreadable, or if portions of the information in the record have been so thoroughly destroyed that remaining portions are unintelligible. If the retention

period for the record is **permanent** in this schedule, authority to dispose of the damaged record must be obtained from the director and librarian of the Texas State Library and Archives Commission. A Request for Authority to Destroy Unscheduled Records (Form SLR 501) should be used for this purpose.

Certain records listed in this schedule are assigned the retention period of AV (as long as administratively valuable). This retention period affords local governments the maximum amount of discretion in determining a specific retention period for the record described. Although AV may be used as a retention period on a records control schedule of a local government, it is in the best interests of any records management program that fixed retention periods are assigned for records. AV records tend to accumulate and go unmanaged.

Use of Asterisk (*)

The use of an asterisk in this second edition of Local Schedule HR indicates that the record is either new to this edition, the retention period for the record has been changed, or substantive amendments have been made to the description or remarks concerning the record. An asterisk is not used to indicate minor amendments to grammar or punctuation.

ABBREVIATIONS USED IN THIS SCHEDULE

- AV - As long as administratively valuable
- CFR - Code of Federal Regulations
- FE - Fiscal year end
- TAC - Texas Administrative Code
- US - Until superseded

Table of Contents

Part 1: Records Common to Public Health Agencies _____ page 5

Part 2: Records of Local Public Health Authorities _____ page 12

 Section 2-1: Medical Records _____ page 12

 Section 2-2: Inspection and Permit Records _____ page 17

 Section 2-3: Miscellaneous Records _____ page 19

Part 3: Records of Local Public Hospitals _____ page 20

 Section 3-1: Medical Records _____ page 20

 Section 3-2: Laboratory and Therapy Records _____ page 22

 Section 3-3: Miscellaneous Records _____ page 23

Part 4: County Indigent Health Care Records _____ page 25

Part 5: Animal Control and Health Records _____ page 27

Part 6: Records of the County Inspector of Hides and Animals _____ page 30

RECORDS OF PUBLIC HEALTH AGENCIES

Retention Notes: a) For records of county medical examiners and emergency medical services agencies, and for emergency communications records, see Local Schedule PS (Records of Public Safety Agencies).

b) For administrative, financial, personnel, and support services records not included in this schedule, see Local Schedule GR (Records Common to all Governments).

PART 1: RECORDS COMMON TO PUBLIC HEALTH AGENCIES

Retention Note: This part provides retention periods for records common to two or more of the public health agencies included in this schedule.

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---------------------|---|---|---|
| HR4750-01 | APPOINTMENT RECORDS | | AV. | |
| HR4750-02 | GRANT RECORDS | All records and supporting documentation necessary to disclose the services provided and financial management of the grant. | | |
| HR4750-02a | GRANT RECORDS | Women, infants, children (WIC). | 3 years following the date of the submission of the final expenditure report for the period to which the report pertains. | <p>By regulation - 7 CFR 246.25(a)(2).</p> <p>Retention Notes: a) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year period, the records must be kept until all issues are resolved, or until the end of the regular three-year period, whichever later.</p> <p>b) Records of non-expendable property acquired in whole or in part with WIC program funds must be retained for 3 years after its final disposition.</p> |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|----------------------------------|--|---|---|
| HR4750-02b | GRANT RECORDS | Title XX family planning. | 5 years from the date of the service, or until all audit questions are resolved, whichever later. | By regulation - 1 TAC 354.1004. |
| HR4750-02c | GRANT RECORDS | <p>Early childhood intervention (ECI).</p> <p>(1) All necessary records and claims to fully document the services and supplies provided.</p> <p>(2) All records pertaining to the financial management of the grant.</p> | <p>5 years from the date of service or until all audit questions, appeal hearings, investigations, or court cases are resolved, as applicable.</p> <p>5 years from the date of submission of the annual or final report or until all audit questions are resolved, whichever later.</p> | <p>By regulation - 40 TAC 108.709.</p> <p>By regulation - 40 TAC 108.709.</p> |
| HR4750-02d | GRANT RECORDS | Other grants funded through Medicaid. | 5 years from the date of the service or until all audit questions are resolved, whichever later. | By regulation - 1 TAC 354.1004. |
| HR4750-02e | GRANT RECORDS | Other federal grants and cooperative agreements such as community health services projects, project grants for genetic diseases testing and counseling programs, hemophilia treatment centers, etc. | 3 to 7 years or until resolution of all issues arising from claim, negotiation, audit, or other actions. See retention note. | Retention Note: To determine the retention period, see Retention Note (b) to Part 2: Financial Records in Local Schedule GR (Records Common to All Governments). |
| HR4750-03 | MEDICAL WASTE MANAGEMENT RECORDS | | | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|--|--|---|
| HR4750-03a | MEDICAL WASTE MANAGEMENT RECORDS | Records of on-site treatment by generator of medical waste (animal waste, bulk human blood and blood products, microbiological waste, pathological waste, and sharps), including date of treatment, amount of waste treated, method/conditions of treatment, person performing treatment, and written procedures. For incinerators the hours of operation and all monitoring and testing results are also required. | 2 years. | By regulation - 30 TAC 111.127(b) for operators of on-site medical waste incinerators, and by authority of this schedule for all other types of treatment. |
| HR4750-03b | MEDICAL WASTE MANAGEMENT RECORDS | Waste shipment records maintained by the generator of medical waste such as waste shipping control tickets, tracking forms, exception reports, shipment logs, and receipts from the transporter documenting the weight of waste collected and date of collection. | 3 years. | By regulation - 30 TAC 330.1207(b)(3). |
| *HR4750-04 | MEDICARE RECORDS | Billing and cost report materials. | 5 years after the month the cost report is settled. | By regulation - <i>Medicare Claims Processing Manual</i> , Chapter 1, Sec. 110.3. |
| HR4750-05 | OPERATIONAL PERMITS, LICENSES, AND CERTIFICATIONS | Permits, licenses, and certifications from the Texas Department of State Health Services or other government agencies as required by law or regulation for the operation of local government owned laboratories, clinics, or other health-related facilities; and any reports, correspondence, or other documentation bearing directly on the application for, the issuance of, or the renewal of the permit, license, or certificate. | Expiration or cancellation + 3 years. | |
| HR4750-06 | PLANNING RECORDS | Reports, studies, analyses, projections, and other planning documents relating to the development of local health, sanitary inspection, and environmental quality programs and public hospitals. | 5 years. | Retention Note: Before disposal, appraise for continuing administrative usefulness and historical value. Those records relating to major development projects and other records considered of historical value should be retained PERMANENTLY . |
| HR4750-07 | RADIATION CONTROL RECORDS | | | |
| *HR4750-07a | RADIATION CONTROL RECORDS | Records showing the receipt, transfer, and disposal of all licensed or registered sources of radiation. Documentation of disposal should include waste shipping records, such as manifests and receipts. | Until termination of license or certificate of registration. | By regulation – 25 TAC 289.202(tt)(2). |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|----------------------------------|---|---|---|
| HR4750-07b | RADIATION CONTROL RECORDS | Records of radiation protection programs. (1) Documentation of the provisions of the program. (2) Audits and other reviews of program content and implementation. (3) Records at additional sites authorized by a licensee or certificate of registration. | Until termination of license or certificate of registration. 3 years. Period specified for the authorized activity. | By regulation - 25 TAC 289.202(mm). By regulation - 25 TAC 289.202(mm)(2). By regulation - 25 TAC 289.202(ll)(5). |
| *HR4750-07c | RADIATION CONTROL RECORDS | Routine surveys, instrument calibrations, and package surveys. | 3 years. | By regulation - 25 TAC 289.202(nn)(1). |
| HR4750-07d | RADIATION CONTROL RECORDS | Surveys used for dose determination; results of air sampling, surveys, and bioassays; and results of measurements and calculations used to evaluate the release of radioactive effluents to the environment. | Until termination of license or certificate of registration. | By regulation - 25 TAC 289.202(nn)(2). |
| HR4750-07e | RADIATION CONTROL RECORDS | Tests for leakage or contamination of sealed sources of radioactive material. | 5 years. | By regulation - 25 TAC 289.202(oo). |
| HR4750-07f | RADIATION CONTROL RECORDS | Cumulative occupational exposure history. | Until termination of license or certificate of registration. | By regulation - 25 TAC 289.202(pp). |
| HR4750-07g | RADIATION CONTROL RECORDS | Records used to prepare BRC Form 202-2 or equivalent for the Texas Department of State Health Services. | 3 years. | By regulation - 25 TAC 289.202(pp). |
| HR4750-07h | RADIATION CONTROL RECORDS | Records of planned special exposures. | Until termination of license or certificate of registration. | By regulation - 25 TAC 289.202(qq)(2). |
| HR4750-07i | RADIATION CONTROL RECORDS | Records of individual dose monitoring results, including at least annual updates of BRC Form 202-3 or records containing all the information required by BRC Form 202-3. | Until termination of license or certificate of registration. | By regulation - 25 TAC 289.202(rr)(5). |
| HR4750-07j | RADIATION CONTROL RECORDS | Records documenting compliance with the dose limit for individual members of the public. | Until termination of license or certificate of registration. | By regulation - 25 TAC 289.202(ss). |
| HR4750-07k | RADIATION CONTROL RECORDS | Records of the disposal of licensed materials by discharge into sanitary sewage or treatment by incineration. | Until termination of license or certificate of registration. | By regulation - 25 TAC 289.202(tt). |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|----------------------|----------------------------------|---|--|---|
| HR4750-07l | RADIATION CONTROL RECORDS | Records of testing entry control devices for very high radiation areas. | 3 years. | By regulation - 25 TAC 289.202(uu). |
| *HR4750-07m | RADIATION CONTROL RECORDS | Tests of protective equipment including aprons, gloves, and shields. | 3 years. | By regulation - 25 TAC 289.227(s)(1)(I). |
| *HR4750-07n | RADIATION CONTROL RECORDS | Records of receipt, transfer, and disposal of radiation machines; correspondence to and from the Texas Department of State Health Services regarding radiation machines' records of surveys, calibrations, spot checks, maintenance, and modifications performed on radiation machines after April 1, 1989. | Until termination of certificate of registration or until inspection by the Texas Department of State Health Services, whichever occurs first. | By regulation - 25 TAC 289.226; 289.227(s)(1)(R); 289.229(k); 289.232(k)(1)(X)(i); 289.233(j)(2)(N); or 289.253(dd)(5), depending on type of machine. |
| *HR4750-07o | RADIATION CONTROL RECORDS | Documentation of test calibrations to determine compliance with the standards for human diagnostic x-ray systems (radiographic, radiographic/fluoroscopic, dental, and computed tomography), including any numerical readings and any corrections or repairs. | 3 years. | By regulation - 25 TAC 289.226; 289.227(s)(1)(S); 289.229(k); or 289.253(dd)(5), depending on type of system. |
| *HR4750-07p | RADIATION CONTROL RECORDS | Images of spot checks for computed tomography (CT) x-ray systems. | 3 years. | By regulation - 25 TAC 289.227(s)(1)(M). |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---------------------------|--|---|---|
| *HR4750-07q | RADIATION CONTROL RECORDS | <p>Records for mammography x-ray systems.</p> <p>(1) Quality assurance (QA) records for mammography systems including annual review of quality assurance program, documentation of equipment monitoring, checks of quality control items, and any necessary corrections.</p> | <p>Until the next annual inspection has been completed and the agency has determined that the facility is in compliance with the QA requirements or until the test has been performed two additional times at the required frequency, whichever is longer.</p> | <p>By regulation - 25 TAC 289.230(ff)(3).</p> |
| | | <p>(2) Mammography equipment evaluations performed by a licensed medical physicist.</p> | <p>2 years.</p> | <p>By regulation – 25 TAC 289.230(ff)(3).</p> |
| | | <p>(3) Annual Mammography Survey Report performed by a licensed medical physicist.</p> | <p>7 years.</p> | <p>By regulation – 25 TAC 230(ff)(3).</p> |
| | | <p>(4) Original mammograms.</p> | <p>Until the earlier of a) 5 years; b) if additional mammography of the same patient is not performed by the facility, 10 years; or c) at the request of the patient or physician, the original mammogram may be forwarded to another medical institution.</p> | <p>By regulation – 25 TAC 230(i)(4).</p> |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|---|--|---|
| *HR4750-07r | RADIATION CONTROL RECORDS | Records for therapeutic x-ray systems of less than 1 MeV. (1) Calibrations of the therapy system. (2) Spot check measurements and records of any necessary corrective actions. | 3 years. 3 years. | By regulation - 25 TAC 289.229(k). By regulation - 25 TAC 289.229(k). |
| *HR4750-07s | RADIATION CONTROL RECORDS | Records for therapeutic x-ray systems of more than 1 MeV. (1) Calibrations of the therapy system and of the dosimetry system. (2) Spot check measurements and records of any necessary corrective actions. | 3 years. 3 years. | By regulation - 25 TAC 289.229(k). By regulation - 25 TAC 289.229(k). |
| *HR4750-07t | RADIATION CONTROL RECORDS | Records and reports of misadministration of radionuclides. | Until termination of license or certificate of registration. | By regulation - 25 TAC 289.202(nn)(2). |
| HR4750-08 | REPORTS TO GOVERNMENT AGENCIES | Reports to local, state, or federal agencies regarding any aspect of local public health activities and programs except for those reports specified elsewhere in this schedule. | | |
| HR4750-08a | REPORTS TO GOVERNMENT AGENCIES | Annual reports. | PERMANENT. | |
| HR4750-08b | REPORTS TO GOVERNMENT AGENCIES | Special reports that are not recapitulated in annual reports. | AV unless otherwise required by requesting government. | |
| HR4750-08c | REPORTS TO GOVERNMENT AGENCIES | Interim or periodic reports on a less than annual basis that are recapitulated in an annual report or in a special report under (b). | 1 year. | |
| HR4750-09 | SPECIAL PROJECTS AND RESEARCH DOCUMENTATION | | 10 years after completion of research or project. | Retention Note: Review before disposal, records may have PERMANENT retention for historical and/or future research value. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|-------------------------------|--|--|--|
| HR4750-10 | SURVEY AND INSPECTION REPORTS | Includes building and fire inspections, and Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) surveys. Does not include surveys for monitoring radiation (see item number HR4750-07). | 3 years. | |
| *HR4750-11 | VOLUNTEER SERVICE FILES | Information about individual volunteers and duties they perform. | US or date of separation+ 3 years. | |
| *HR4750-12 | MEDICAID PROVIDER RECORDS | Records documenting services rendered. | | |
| *HR4750-12a | MEDICAID PROVIDER RECORDS | All records necessary to fully disclose the services provided, including financial records relating to program services. | 5 years from date of service or until all audit questions, appeal hearings, investigations, or court cases are resolved. | By regulation – 1 TAC 354.1004 and <i>Texas Medicaid Provider Procedures Manual</i> , Chapter 1. |
| *HR4750-12b | MEDICAID PROVIDER RECORDS | Freestanding Rural Health Clinics (RHCs). | 6 years. | By regulation – <i>Texas Medicaid Provider Procedures Manual</i> , Chapter 1. |
| *HR4750-12c | MEDICAID PROVIDER RECORDS | Hospital-based Rural Health Clinics (RHCs). | 10 years. | By regulation – <i>Texas Medicaid Provider Procedures Manual</i> , Chapter 1. |

PART 2: RECORDS OF LOCAL PUBLIC HEALTH AUTHORITIES

Retention Notes: a) In this part the term "local health authority" means local health units, local health departments, public health districts, and health personnel appointed by municipalities and counties without organized local public health departments or districts.

b) This part should **not** be used for the records of a hospital owned, operated, or leased by a local government (see Part 3: Records of Local Public Hospitals).

SECTION 2-1: MEDICAL RECORDS

Retention Note: Records in this section have retention periods based on recommendations of the Texas Department of State Health Services and must be destroyed by shredding, pulping, or burning (if allowed by local ordinance).

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|--|--|--|
| *HR4775-01 | COMMUNICABLE DISEASE SURVEILLANCE FORMS | Copies of surveillance forms completed by Texas Department of State Health Services personnel and maintained by local health authorities. | 7 years past date last encounter occurred or until patient reaches 21 st birthday, whichever later. | |
| *HR4775-02 | DENTAL RECORDS AND REFERRALS | | 5 years. | By regulation - 22 TAC 108.8(b) for minimum retention required for dental records maintained by dentist. Retention Note: Because of the use of these records for identification purposes, the Texas Department of Public Safety recommends dental records be maintained a minimum of 10 years. |
| HR4775-03 | IMMUNIZATION RECORD AND CONSENT FORMS | | | |
| HR4775-03a | IMMUNIZATION RECORD AND CONSENT FORMS | Adults. | 10 years following end of calendar year in which consent form was signed. | |
| *HR4775-03b | IMMUNIZATION RECORD AND CONSENT FORMS | Persons under the age of 18. | 21 st birthday or 10 years following end of calendar year in which consent form was signed, whichever later. | |
| HR4775-04 | PATIENT RECORDS | Medical records, including laboratory reports and master index to records, of persons treated in local health programs and similar records created as the result of control or surveillance measures instituted by a local health authority. | | |
| *HR4775-04a | PATIENT RECORDS | Adult health, child health, chronically ill and disabled children, and communicable diseases. | 7 years past the last date on which service was given or until the patient's 21 st birthday, whichever later. | By regulation - 22 TAC 165.1(b). |
| *HR4775-04b | PATIENT RECORDS | Family health. | 7 years past the last date on which service was given or | By regulation - 22 TAC 165.1(b). |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|----------------------|--|--|--|
| | | | whichever later. | |
| *HR4775-04g | PATIENT RECORDS | HIV/AIDS. | 7 years past the date of patient's death, if known; or 18 years from last date of service, if not known. | Recommendation of the Texas Department of State Health Services. |
| *HR4775-04h | PATIENT RECORDS | Tuberculosis (including, but not limited to, x-rays and/or digital images). | 7 years past the last date on which service was given or until the patient's 21 st birthday, whichever later. | By regulation - 22 TAC 165.1(b). |
| *HR4775-04i | PATIENT RECORDS | Leprosy (Hansen's disease). | PERMANENT. | |
| *HR4775-04j | PATIENT RECORDS | Disease intervention records involving sexually transmitted diseases, including investigations, interviews, and disease intervention case management notes. | 3 years past last date of service or until the patient's 21 st birthday, whichever comes later. | Recommendation of the Texas Department of State Health Services. |
| HR4775-05 | SCREENING PROCEDURES | Microscopical, cultural, serological, and other screenings and tests, performed in local government-owned laboratories or clinics that do not become part of the patient records of a local health program. If such tests or screenings do become part of the patient records of a local health program, they should be retained for the period listed for that program under item number HR4775-04. | | |
| *HR4775-05a | SCREENING PROCEDURES | Health risk appraisal; blood pressure screening; blood pressure referral; vision, hearing, and speech; diabetics screening; syphilis serology; gonorrhea; other laboratory screenings and tests. | 7 years past the last date on which service was given or until the patient's 21 st birthday, whichever later. | By regulation – 22 TAC 165.1(b). |
| *HR4775-05b | SCREENING PROCEDURES | HIV. (I) Anonymous test results. (A) Positive test results, including serology, | 1 year past test date | Recommendation of the Texas Department |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--------------|--|---|---|
| | | <p>counseling notes, risk reduction plan, and prevention case management records.</p> <p>(B) Negative test results, including serology, counseling notes, and risk reduction plan.</p> <p>(2) Seropositive confidential test results, including serology and medical records.</p> <p>(3) Seronegative confidential test results, including serology, counseling notes, and risk reduction plan.</p> <p>(4) Prevention counseling notes, risk reduction plans, and case management records compiled on HIV positive clients.</p> <p>(A) Adults.</p> | <p>or last date of service, whichever comes later.</p> <p>90 days from test date or results given to client, whichever comes first.</p> <p>7 years after the patient's death, if known; or 18 years after seropositive results, if not known.</p> <p>7 years past the last date of services or until the patient's 21st birthday, whichever later.</p> <p>7 years after last date of service or patient's death if known.</p> | <p>of State Health Services.</p> <p>Recommendation of the Texas Department of State Health Services.</p> <p>Retention Note: The Director and Librarian of the Texas State Library, by authority of the Local Government Code, Section 202.004(a), hereby consents to the return of these test results to clients as a permitted exception to the statutory prohibition against the alienation of local government records.</p> <p>Recommendation of the Texas Department of State Health Services.</p> <p>By regulation – 22 TAC 165.1(b).</p> <p>Recommendation of the Texas Department of State Health Services.</p> |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|--|--|--|
| | | (B) Children. | 3 years after 21 st birthday, even in death, or 7 years; whichever comes later. | Recommendation of the Texas Department of State Health Services. |
| *HR4775-05c | SCREENING PROCEDURES | Infant screening for genetic or metabolic disorders. | Until the patient's 21 st birthday. | By regulation – implicit in requirements of 22 TAC 165.1(b). |
| *HR4775-06 | SEXUALLY TRANSMITTED DISEASE (STD) AND HUMAN IMMUNODEFICIENCY VIRUS (HIV) INTERVENTION RECORDS | STD and HIV intervention records including investigations, interviews, and disease intervention case management notes. | Last date of service or patient's 21 st birthday, whichever comes later. | Recommendation of the Texas Department of State Health Services. |

SECTION 2-2: INSPECTION AND PERMIT RECORDS

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|---|---------------------------------------|---------|
| HR4775-21 | CITATIONS, NOTIFICATIONS OF VIOLATIONS, AND WARNING NOTICES | Copies of notifications or orders sent or given to owner, agent, or occupant of a business or property or to person holding a health permit to correct violations of state or local health laws, including documents verifying that the violations have been corrected. | Verification of correction + 3 years. | |
| HR4775-22 | ENVIRONMENTAL POLLUTION CONTROL TESTS | Pollutant measurements for air, soil, water, etc. and similar records of environmental quality testing except monitoring of the release of radioactive effluents (see item number HR4750-07). | 3 years. | |
| HR4775-23 | FOOD QUALITY TEST REPORTS | Food tests, milk analyses, swab tests, and similar laboratory test reports relating to the testing and screening of food and food handling and processing equipment. | 3 years. | |
| HR4775-24 | INSPECTION LOGS | Logs, registers, or similar records providing a chronological listing of sanitary evaluations performed. | 1 year. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|------------------------------|--|---|--|
| HR4775-25 | PERMITS AND LICENSES | Permits and licenses issued by local health authorities relating to restaurants, taverns, food handling, dairy products, frozen dessert products, meat, vending machines, day care centers, home healthcare, nursing homes, environmental health, and all other situations, activities, or persons required to have local health permits pursuant to state or local laws or regulations. | | |
| HR4775-25a | PERMITS AND LICENSES | Applications for and copies of permits or licenses. | Expiration or revocation + 3 years for granted permits or licenses; date of denial + 1 year for denied applications. | |
| HR4775-25b | PERMITS AND LICENSES | Applications and authorizations for variances or exemptions from licensing regulations. | Expiration or revocation + 3 years for approved variances or exemptions; date of denial + 1 year for denied applications. | |
| HR4775-25c | PERMITS AND LICENSES | Logs or reports of permits or licenses and variances or exemptions issued. | 1 year. | |
| HR4775-26 | QUARANTINE RECORDS | Orders, notifications, warrant copies, and similar records relating to the isolation, quarantine, disinfection, or other control measures applied to persons, animals, objects, structures, and land to halt the introduction, transmission, and spread of communicable disease. | 3 years after quarantine lifted. | Retention Note: If records include livestock quarantines, see CC1475-11 Livestock Quarantine Records. |
| HR4775-27 | SANITARY EVALUATION REPORTS | Reports of sanitary inspections carried out by local health authority personnel on restaurants, taverns, dairies, food markets, hotels, motels, nursing homes, day care centers, campgrounds, vending machines, and other facilities or equipment as required by state law or regulation or by local ordinance. | 3 years. | |
| HR4775-28 | WEIGHTS AND MEASURES RECORDS | Field test reports, follow-up reports, logs or reports of seals issued, and similar records relating to the certification of weights and measures in a local government. | 3 years. | |

SECTION 2-3: MISCELLANEOUS RECORDS

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|--|--|--|
| HR4775-41 | COMMUNICABLE DISEASE REPORTS (TO HEALTH AUTHORITY) | Reports and supporting documentation of communicable diseases received by local health authorities from physicians, dentists, hospitals, school districts, or others as prescribed by law. | 3 years. | Retention Note: If, pursuant to law or regulation, a health authority institutes control procedures and a patient file is established as the result of a communicable disease report use retention periods for Patient Records (see item number HR4775-04). |
| HR4775-42 | COMMUNICABLE DISEASE REPORTS (TO STATE) | Copies of periodic or emergency communicable disease reports from local health authorities to the Texas Department of State Health Services. | 3 years. | |
| HR4775-43 | COMPLAINTS | Reports of complaints received by local health authorities from the public or from other local departments or agencies regarding possible violations of local or state health laws or regulations. | Resolution of the complaint + 3 years. | |
| HR4775-44 | CONTROLLED SUBSTANCE AND DANGEROUS DRUG RECORDS | | | |
| *HR4775-44a | CONTROLLED SUBSTANCE AND DANGEROUS DRUG RECORDS | Controlled substance logs and inventories, including suppliers' invoices and credit memos; biennial inventory of controlled substances required by the Drug Enforcement Administration (DEA); reports of theft or significant loss of controlled substances; reports of surrender or destruction of controlled substances; Schedule V nonprescription register book; DEA order form, and all copies of each unaccepted or defective order form and any attached statements or other documents. | 2 years. | By regulation and by law - 21 CFR 1304.04(a); Health and Safety Code, Section 481.067(c); 37 TAC 13.207. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|--|--|---|
| *HR4775-44b | CONTROLLED SUBSTANCE AND DANGEROUS DRUG RECORDS | Prescriptions records, including copy 2 of the triplicate prescription form required to prescribe a controlled substance. | 2 years after the date of the initial dispensing or the last refilling of the prescription, whichever later. | By regulation and by law - Health and Safety Code, Section 481.075(f)(2); Health and Safety Code, Section 483.023; Health and Safety Code 481.075(l)(2); 37 TAC 13.207. Retention Note: For prescription records maintained in a data processing system, see 37 TAC 13.207 for specific requirements related to records medium. |
| HR4775-44c | CONTROLLED SUBSTANCE AND DANGEROUS DRUG RECORDS | Records of each acquisition and each disposal of a dangerous drug. | 2 years after the date of the acquisition or disposal. | By law - Health and Safety Code, Section 483.024. |
| *HR4775-45 | RURAL HEALTH CARE CLINICS CERTIFIED FOR PARTICIPATION IN MEDICARE | Patient health records including identification and social data, evidence of consent forms, medical history, health assessment; reports of physical examinations, diagnostic and laboratory test results; physician's orders, reports of treatments and medications; and signatures of the physician or other health care professionals. | 7 years from date of last entry. | By regulation - 42 CFR 491.10(c). |

PART 3: RECORDS OF LOCAL PUBLIC HOSPITALS

SECTION 3-1: MEDICAL RECORDS

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|--|------------------|---------|
| HR4800-01 | BIRTH AND DEATH RECORDS | Copies of birth and death certificates sent to local registrars of vital statistics. | AV. | |
| HR4800-02 | INDEX TO PATIENT MEDICAL RECORDS | | PERMANENT. | |
| *HR4800-03 | LOGS AND REGISTERS | | | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|----------------------------|---|---|---|
| *HR4800-03a | LOGS AND REGISTERS | Tumor registry files. | 50 years or until patient's death, if known, whichever sooner. | Retention Note: Review before disposal. Some records of this type may merit PERMANENT retention for future medical research. |
| *HR4800-03b | LOGS AND REGISTERS | Includes logs (e.g., delivery room, emergency room, surgery) and registries (e.g., trauma registers). | 5 years. | |
| *HR4800-04 | PATIENT RECORDS | Medical records that include patient identification data; medical history; reports of relevant physical examinations; diagnostic and therapeutic orders; documentation of appropriate informed consent; clinical observations, including the results of therapy; reports of procedures, tests, and their results, including laboratory, pathology, and radiology reports; and conclusions at termination of hospitalization or evaluation/treatment. Includes treatment records for emergency room. | 10 years past the last date on which service was given or until the patient's 21 st birthday, whichever later. | By law - Health and Safety Code, Section 241.103. Retention Note: The Health and Safety Code specifies that the hospital may not destroy medical records that relate to any matter that is involved in litigation if the hospital knows the litigation has not been finally resolved. |
| HR4800-05 | PATIENT TRANSFER MEMORANDA | A copy of each memorandum of transfer, retained by both the sending and receiving hospitals and filed separately from the patient's medical record in a manner that will facilitate its inspection by the Texas Department of State Health Services or other regulatory agencies. | 5 years. | |

SECTION 3-2: LABORATORY AND THERAPY RECORDS

Retention Note: This section is for laboratory, therapy, and x-ray records that do not become a part of the patient records of the hospital. If such tests, reports, screening, etc., do become a part of the patient records, they must be retained for the period listed under Patient Records (see item number HR4800-04).

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|------------------------------|---|--|--|
| *HR4800-21 | BLOOD BANK RECORDS | Documentation of all significant steps in the collection, processing, compatibility testing, storage and distribution of each unit of blood and blood components. | 10 years after the records of processing have been completed or 6 months after the latest expiration date for the individual product, whichever later. | By regulation - 21 CFR 606.160(d). Retention Note: When there is no expiration date, records must be retained PERMANENTLY . |
| HR4800-22 | ELECTROCARDIOGRAMS (EKG) | | 10 years. | |
| HR4800-23 | ELECTROENCEPHALOGRAMS (EEG) | | 5 years for normal tracings; 10 years for abnormal tracings. | |
| HR4800-24 | PATHOLOGY REPORTS AND SLIDES | | 10 years. | By regulation – 42 CFR 493.1105(6)(ii). |
| HR4800-25 | RADIOLOGICAL SERVICES | Copies of reports and printouts; films; scans, and other image records, as appropriate. | 5 years. | By regulation - 42 CFR 482.26(d)(2). |
| HR4800-26 | REGISTERS OF TESTS | | 5 years. | |
| HR4800-27 | REQUESTS FOR TESTS | | 5 years. | |
| HR4800-28 | TEST RESULTS | Test results that do not become part of the patient records excluding those specified elsewhere in this section. | 3 months. | |
| HR4800-29 | THERAPY TREATMENT RECORDS | Including consent forms. | 5 years. | |

SECTION 3-3: MISCELLANEOUS RECORDS

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|--|---|---|
| HR4800-41 | ADMISSION AND DISCHARGE REPORTS | | 3 years. | |
| HR4800-42 | CENSUS RECORD OF PATIENTS | | 10 years. | |
| HR4800-43 | COMMUNICABLE DISEASE REPORTS TO STATE AND LOCAL HEALTH AUTHORITIES | | 3 years. | |
| HR4800-44 | CONTROLLED SUBSTANCE AND DANGEROUS DRUG RECORDS | | | |
| HR4800-44a | CONTROLLED SUBSTANCE AND DANGEROUS DRUG RECORDS | Controlled substance logs and inventories, including suppliers' invoices and credit memos; biennial inventory of controlled substances required by the Drug Enforcement Administration (DEA); reports of theft or significant loss of controlled substances; reports of surrender or destruction of controlled substances; Schedule V nonprescription register book; DEA order form, and all copies of each unaccepted or defective order form and any attached statements or other documents. | 2 years. | By regulation and by law - 21 CFR 1304.04(a); Health and Safety Code, Section 481.067(c); 37 TAC 13.207. |
| HR4800-44b | CONTROLLED SUBSTANCE AND DANGEROUS DRUG RECORDS | Records of each acquisition and each disposal of a dangerous drug. | 2 years after the date of the acquisition or disposal. | By law - Health and Safety Code, Section 483.024. |
| HR4800-44c | CONTROLLED SUBSTANCE AND DANGEROUS DRUG RECORDS | Inpatient records - Original medication orders shall be maintained with the medication administration record in the medical records of the patient (see item number HR4800-04). | 10 years past the last date on which service was given or until the patient's 21 st birthday, whichever later. | By law - Health and Safety Code, Section 241.103. |
| *HR4800-44d | CONTROLLED SUBSTANCE AND DANGEROUS DRUG RECORDS | Outpatient records - Prescriptions records, including copy 2 of the triplicate prescription form required to prescribe a controlled substance. | 2 years from the date of filling or the date of the last refill dispensed, whichever later. | By regulation and by law - Health and Safety Code, Section 481.075(i)(2); Health and Safety Code, Section 483.023; 37 TAC 13.207. |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|----------------------|--|--|---|--------------------------------------|
| *HR4800-45 | DIETARY AND FOOD SERVICE | Food service records, menus, meal counts, dietary services studies, and rosters of patient diet orders. | AV. | |
| *HR4800-46 | HOUSEKEEPING ROOM RECORDS | | AV. | |
| HR4800-47 | INFECTION CONTROL AND MONITORING RECORDS | | 10 years. | |
| HR4800-48 | NUCLEAR MEDICINE SERVICES | Copies of nuclear medicine reports and records of the receipt and disposition of radiopharmaceuticals. | 5 years. | By regulation - 42 CFR 482.53(d)(1). |
| HR4800-50 | SECURITY RECORDS | | | |
| *HR4800-50a | SECURITY RECORDS | Incident reports. | 2 years. | |
| *HR4800-50b | SECURITY RECORDS | Daily watch logs. | 2 years. | |
| *HR4800-50c | SECURITY RECORDS | Lost and found logs. | After disposal of all items listed in the log + 1 year. | |
| *HR4800-51 | SOCIAL SERVICES CASE RECORDS | Documentation of social services provided, other than what is filed in the medical record. | 5 years from the last date of service for adult clients, or 5 years beyond the age of 18 for minor clients. | By regulation - 22 TAC 781.409(4). |
| *HR4800-52 | LABORATORY RECORDS | Test requisitions and authorizations (including patient's chart or medical record if used as the test requisition or authorization); test procedures; analytic systems records; test system performance specifications; immunohematology records; blood and blood product records; transfusion records; proficiency testing records; quality system assessment records; and test reports. This includes both Clinical Laboratory Improvement Amendments (CLIA) and non-CLIA records. | 2 years. | By regulation - 42 CFR 493.1105. |

PART 4: COUNTY INDIGENT HEALTH CARE PROGRAM RECORDS

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|----------------------|--|---|--|----------------|
| HR4825-01 | [WITHDRAWN – see Local Schedule GR, Section 2-2 Accounting Records] | | | |
| HR4825-02 | CASE RECORDS | | | |
| HR4825-02a | CASE RECORDS | Denied applicant - Application, written statement of truth of information signed by applicant, eligibility worksheet, assistance form, written notice of eligibility decision, reason for denial, and explanation of the county's appeal process. | FE + 3 years. | |
| HR4825-02b | CASE RECORDS | Eligible applicant - Application, documentation and verification of eligibility, monthly financial and activity reports, and eligibility reviews. | 3 years past the last date on which service was given. | |
| *HR4825-03 | STATE LEGALIZATION IMPACT ASSISTANCE GRANT RECORDS (SLIAG) (OBSOLETE RECORD) | This grant is no longer issued to Texas public health entities. However, any remaining records should be maintained for the full retention periods listed. | | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|---|--|---|
| *HR4825-03a | STATE LEGALIZATION IMPACT ASSISTANCE GRANT RECORDS (SLIAG) (OBSOLETE RECORD) | Accounting records - Financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim or cost report was submitted. | 3 years and 90 days after the end of the contract period or for 3 years after the end of the federal fiscal year in which services were provided, if a provider agreement/contract has no specific termination date in effect. | <p>Retention Notes: a) The contract period means the beginning date through the ending date specified in the original agreement/contract; extensions are considered separate contract periods.</p> <p>b) If any litigation, claim, or audit involving these records begins before the three-year period expires, the provider must keep the records and documents for not less than three years and 90 days or until all litigation, claims, or audit findings are resolved.</p> <p>c) The case is considered resolved when a final order is issued in litigation, or the Texas Health and Human Services Commission and the contractor enter into a written agreement.</p> <p>d) Records of non-expendable property acquired under the contract must be maintained for three years after the final disposition of the property.</p> |
| *HR4825-03b | STATE LEGALIZATION IMPACT ASSISTANCE GRANT RECORDS (SLIAG) (OBSOLETE RECORD) | Medical records - Case documentation of health services provided to eligible legalized aliens. | 5 years after medical services end. | |

PART 5: ANIMAL CONTROL AND HEALTH RECORDS

Retention Note: The retention periods in this part are applicable to the records of any animal shelter owned and/or operated by a local government and of the local health authority designated by a commissioners' court or the governing body of a municipality for the purposes of rabies control, pursuant to Health and Safety Code, Section 826.017.

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|--|--|---|---------|
| HR4850-01 | ACTIVITY REPORTS AND LOGS | Daily or weekly activity reports or logs on animal shelter or animal control operations, including field officer reports, kennel log sheets, statistical summaries, logs of response to animal-related incidents, etc. | 1 year. | |
| *HR4850-02 | ANIMAL BITE RECORDS | Records of investigation of bites by animals (for both dog-on-person incidents and dog-on-dog incidents), including reports or copies of reports by or to physicians, veterinarians, health officers, animal shelter personnel, law enforcement officers, or the Texas Department of State Health Services; quarantine reports relating to the observation and testing of the animal; and similar records pertinent to the disposition of animal bite incidents. | 3 years; or, if the person bitten is a minor, until the person's 21st birthday, whichever later. | |
| HR4850-03 | ANIMAL PERMIT AND LICENSE RECORDS | Includes those issued to pet owners, kennel or wildlife exhibit operators, and other persons pursuant to local ordinance or order. | | |
| HR4850-03a | ANIMAL PERMIT AND LICENSE RECORDS | Applications for and copies of permits or licenses. | Expiration or revocation + 3 years for granted permits or licenses; date of denial + 1 year for denied applications. | |
| HR4850-03b | ANIMAL PERMIT AND LICENSE RECORDS | Applications and authorizations for variances or exemptions from animal control licensing regulations. | Expiration or revocation + 3 years for approved variances or exemptions; date of denial + 1 year for denied applications. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|--|---|--|
| HR4850-03c | ANIMAL PERMIT AND LICENSE RECORDS | Logs or reports of permits or licenses and variances or exemptions issued. | 2 years. | |
| HR4850-04 | ANIMAL SHELTER CONTROL RECORDS | Records of each animal received at an animal shelter, including data relating to its admission and condition and its reclamation, adoption, sale, or destruction. | 1 year. | |
| HR4850-05 | CITATIONS, NOTIFICATIONS OF VIOLATIONS, AND WARNING NOTICES | Animal control officer's copies of these instruments issued to members of the public or businesses subject to state and local animal control regulations, including documents verifying that the violations have been corrected. | Verification of correction + 3 years. | |
| *HR4850-06 | COMPLAINTS | Complaints received from the public or from other agencies regarding animal control issues, including possible violations of animal control regulations. | Resolution of the complaint + 3 years. | Retention Note: If investigation conducted due to complaint, see HR4850-15. |
| HR4850-07 | COMMUNICABLE DISEASE REPORTS | Copies of reports of actual or suspected rabies, anthrax, brucellosis, or other reportable communicable diseases of animals or humans submitted by veterinarians or other personnel employed by an animal shelter to a local health authority. | 3 years. | Retention Note: A communicable disease report, except one associated with an animal bite case as described in item number HR4850-02, need be retained among the records of an animal shelter only as long as administratively valuable if the health authority to which the report is submitted is part of the same government that operates the shelter. |
| HR4850-08 | CONTROLLED SUBSTANCE AND DANGEROUS DRUG RECORDS | | | |
| HR4850-08a | CONTROLLED SUBSTANCE AND DANGEROUS DRUG RECORDS | Veterinary controlled substances logs and inventories. | 2 years. | By regulation and by law - 21 CFR 1304.04(a); Health and Safety Code, Section 481.067; and 37 TAC 13.207. |
| HR4850-08b | CONTROLLED SUBSTANCE AND DANGEROUS DRUG RECORDS | Record of each acquisition and each disposal of a dangerous drug. | 2 years from date of acquisition or disposal. | By law - Health and Safety Code, Section 483.024. |
| HR4850-08c | CONTROLLED SUBSTANCE AND DANGEROUS DRUG RECORDS | Copy 3 of triplicate prescription form used to prescribe a controlled substance. | 2 years. | By law - Health and Safety Code, Section 481.075(i)(2). |
| HR4850-09 | LOST ANIMALS, REPORTS OF | Logs, registers, or reports of lost, strayed, or stolen animals. | 1 year. | |
| *HR4850-10 | RABIES VACCINATION CERTIFICATES | Copies of certificates of rabies vaccinations performed by veterinarians. | Date of issuance + 5 years. | By regulation - 22 TAC 573.51(c). |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|----------------------|---|--|---|----------------|
| HR4850-11 | SHELTER AND QUARANTINE FACILITY INSPECTION REPORTS | | | |
| HR4850-11a | SHELTER AND QUARANTINE FACILITY INSPECTION REPORTS | Annual inspection reports of publicly-owned animal shelters by a licensed veterinarian as required by Health and Safety Code, Section 823.003(d) in counties with a population of 75,000 or more, or any similar annual inspection reports of such shelters as may be required by municipal or county regulation. | 3 years. | |
| HR4850-11b | SHELTER AND QUARANTINE FACILITY INSPECTION REPORTS | Annual or other periodic inspection reports by personnel of the Texas Department of State Health Services of a shelter as an animal quarantine facility, including any documentation relating to the correction of deficiencies or to an appeal of report findings. | 3 years. | |
| HR4850-12 | STERILIZATION DOCUMENTATION | Sterilization agreements, veterinary reports that sterilization would jeopardize animal's life, confirmation of sterilization, letters stating animal has died or was lost or stolen before sterilization, notices of failure to receive letters of confirmation, and records of reclamation from owners. | 1 year. | |
| *HR4850-13 | MICROCHIP IMPLANT DOCUMENTATION | Applications, forms, or other information recorded to list the animal owner contact information, animal identification information, and microchip implant chip number. | 15 years or until microchip is replaced, removed, or animal is no longer alive, whichever earlier. | |
| *HR4850-14 | DANGEROUS ANIMAL LIST | List of animals (usually dogs) that reside within the city or county limits that have been deemed vicious or dangerous by city or county officials. List might contain owner name and contact information, animal name, animal breed and color, picture of the animal, prior attack or offense, relocation information, or any other documentation to identify dangerous animal. | 15 years, until the animal no longer resides inside the city or county limits, or the animal is no longer alive, whichever earlier. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---|---|---|--|
| *HR4850-15 | ANIMAL RELATED INVESTIGATION RECORDS | All records that document investigations of animal cruelty, animal abandonment, tethering, dangerous/vicious animal reports, safety of animals in vehicles, and any other similar record that investigates animal related issues. | 3 years. | Retention Note: 1) If records include investigations of bites by animals, see HR4850-02. 2) If investigation results in a civil case, refer to applicable civil case file records in Local Schedule CC, DC, LC, or PS4125-05. |
| *HR4850-16 | DECEASED ANIMAL REMOVAL RECORDS | Records that document the removal of deceased animals from public areas. | 1 year. | |
| *HR4850-17 | WILDLIFE OR LIVESTOCK CONTROL RECORDS | Records that document the trapping of wildlife or controlling of livestock on roadways or other public areas. Might include date, time, location, and details. | 1 year. | |
| *HR4850-18 | SMALL ANIMAL QUARANTINE AGREEMENT FORMS | Records that document the agreement of terms from animal owners of their responsibility to pay for the quarantine services provided to their animal and acknowledgement of other services provided. | Release from quarantine or euthanization of animal + 2 years. | Retention Note: If records include livestock quarantines, see CC1475-11 Livestock Quarantine Records. |

PART 6: RECORDS OF THE COUNTY INSPECTOR OF HIDES AND ANIMALS

Retention Note: Proposition 10, as submitted by House Joint Resolution No. 69 (effective December 4, 2007) and House Bill 328 of the 81st Legislative Session (effective May 19, 2009) officially abolished the constitutional authority for the office of county inspector of hides and animals. The retention periods in this part are now binding on the county clerk or any other current custodian of the records of a defunct office of the inspector of hides and animals. This part should also be used in determining the disposition of any extant records of the office of the county inspector of sheep, which was abolished in 1915.

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|---------------|---------------------------------|--|-------------------------------------|---------|
| HR4875-01 | AUCTION RECORD | Record and account of proceeds from the sale at public auction of hides and animals seized and condemned by court order. | 1 year after deposit of sale funds. | |
| HR4875-02 | EXPENSE AND COLLECTIONS REPORTS | Annual, monthly, or other periodic reports to the commissioners court or the county auditor of office expenses incurred or of fines, costs, judgments, claims, and commissions collected for the county. | AV. | |

| Record Number | Record Title | Record Description | Retention Period | Remarks |
|----------------------|-------------------------|--|-------------------------|----------------|
| HR4875-03 | FEE BOOK | Account of fees received for the inspection of hides and animals and for the authentication and acknowledgment of bills of sale. | FE + 5 years. | |
| *HR4875-04 | INSPECTION RECORD | Record of inspection of each animal or hide sold in the county, leaving the county for sale or shipment, driven in the county for slaughter, slaughtered, or for other reasons as provided by law. | PERMANENT. | |
| HR4875-05 | MARKS AND BRANDS RECORD | Certified copies provided by the county clerk of recorded marks and brands in the county and persons authorized to gather, drive, or handle stock bearing each brand or mark, including subsequent notations of the sale of animals bearing the recorded brands. | PERMANENT. | |

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