

# Exhibit “A”

# WSHD Treasurers Report and Supporting Documents

Reporting Date: Wednesday, February 20, 2019

Pending Expenses	For	Amount	Funds Summary	Totals
Benckenstein & Oxford	Inv # 49181	\$20,625.00	Prosperity Operating	\$1,156,852.26
Hubert Oxford	1/2 Legal Retainer	\$500.00	Interbank (Prepaid Interest)	\$3,981,695.26
Josh Heinz	1/2 Legal Retainer	\$500.00	Prosperity CD	\$106,008.26
David Sticker	Inv #20776	\$1,781.25	TexStar	\$673,707.94
American Education Services	S Stern-Student Loan	\$150.23	Post Oak Bank LOC (Available)	\$700,000.00
Indigent Healthcare Solutions	IC Inv #67084	\$1,059.00	Net Cash Position (less Interbank)	\$2,636,568.46
Brookshire Brothers	Indigent Care	\$5,705.94	Pending Expenses	(\$47,146.61)
Brookshire Brothers-Winnie	Indigent Care Medicare	\$8.50	Ending Balance	<b>\$2,589,421.85</b>
<b>Last Month</b>				
Wilcox Pharmacy	Indigent Care	\$1,703.24	Prosperity Operating	\$599,526.53
UTMB at Galveston	Indigent Care (2 Invs)	\$9,654.20	Interbank	\$2,664,057.89
UTMB Faculty Group	Indigent Care (2 Invs)	\$3,165.04	Prosperity CD	\$106,008.26
Prosperity Bank	Credit Card (ACH)	\$828.80	TexStar	\$672,341.16
Function 4-Contract	Invs 377670 & 684852	\$80.28	Post Oak Bank LOC (Available)	\$700,000.00
The Seabreeze Becon	Inv 3373	\$79.63	Net Cash Position (less Interbank)	\$2,077,875.95
The Hometown Press	Inv 1792	\$28.50	Pending Expenses	(\$26,092.83)
TexasMutual (WC policy)	Quote Inv Q004176585	\$442.00	Ending Balance	<b>\$2,051,783.12</b>
Lisa Rae Photo & Web	Inv 1113	\$835.00		
<b>Total Pending Expenses</b>		<b>\$47,146.61</b>		

Expenses Incured Since Last Meeting			
Date	To	For	Amount
2019.01.31	Salt Creek Capital	Loan 13-Int (Month 8/10)	(\$88,794.05)
2019.01.31	Salt Creek Capital	Loan 14-Int (Month 1/10)	(\$60,794.06)
2019.2.1	Post Oak Bank	LOC Interest	(\$6,027.77)
2019.2.19	Managers	10% Excess IGT Repayment	(\$378,506.59)
2019.02.19	Managers	QIPP 2, Dec 2018 Comp. 1 Pmt.	(\$1,290,274.81)
2019.2.19	LTC Group	Nov, Dec 2018 & Jan 2019	(\$410,400.00)
<b>Total Expenses Incured Since Last Meeting</b>			<b>(\$2,242,769.50)</b>

Upcoming Transactions				
Anticipated Date	For	Upcoming Transactions	Income	Expenses
2/22/2019-2/28/2019	MCO	Jan. Component 1 Payment	\$988,298.86	
2/28/2019	Salt Creek Capital	Loan 13-Interest (Month 7/10)		(\$88,794.05)
2/28/2019	Salt Creek Capital	Loan 14-Interest (Month 1/10)		(\$60,794.06)
3/7/2019	Post Oak Bank	LOC Interest		(\$5,444.45)

**Outstanding Short Term Revenue Note**

<b>Loan 13-Principle</b>	\$6,342,431.99				
<b>Interest</b>	16.80%				
<b>Fund Received</b>	5/29/2018				
	<b>Date</b>	<b>Balance</b>	<b>Interest</b>	<b>Principal Rcvd.</b>	<b>Payment</b>
1	6/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
2	7/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
3	8/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
4	9/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
5	10/29/2018	\$6,342,431.99	\$88,795.05	\$936,302.74	\$88,795.05
6	11/30/2018	\$6,342,431.99	\$88,795.05	\$953,383.89	\$88,795.05
7	1/2/2019	\$6,342,431.99	\$88,795.05	\$1,012,174.09	\$88,795.05
8	1/31/2019	\$6,342,431.99	\$88,795.05	\$1,014,868.55	\$88,795.05
Reserve	2/19/2019	\$6,342,431.99	\$0.00	\$352,893.37	\$0.00
9	2/28/2019	\$6,342,431.99	\$88,795.05	\$988,298.86	\$88,795.05
10	3/29/2019	\$6,342,431.99	\$88,795.05	\$1,084,510.49	\$88,795.05
Payment	3/29/2019	\$0.00	\$0.00	\$6,342,431.99	\$6,342,431.99
			<b>\$887,950.50</b>	<b>\$6,342,431.99</b>	<b>\$7,230,382.49</b>

**Outstanding Short Term Revenue Note**

<b>Loan 14-Principle</b>	\$4,342,432.85				
<b>Interest</b>	16.80%				
<b>Fund Received</b>	11/29/2018				
	<b>Date</b>	<b>Balance</b>	<b>Interest</b>	<b>Principal Rcvd.</b>	<b>Payment</b>
1	1/2/2019	\$4,342,432.85	\$60,794.06	\$0.00	\$60,794.06
2	1/31/2019	\$4,342,432.85	\$60,794.06	\$0.00	\$60,794.06
3	2/28/2019	\$4,342,432.85	\$60,794.06	\$0.00	\$60,794.06
4	3/31/2019	\$4,342,432.85	\$60,794.06		
5	4/30/2019	\$4,342,432.85	\$60,794.06		
6	5/31/2019	\$4,342,432.85	\$60,794.06		
7	6/31/2019	\$4,342,432.85	\$60,794.06		
8	7/31/2019	\$4,342,432.85	\$60,794.06		
Reserve	8/22/2019-8/31/2019	\$4,342,432.85	\$0.00		
9	8/31/2019	\$4,342,432.85	\$60,794.06		
10	9/30/2019	\$4,342,432.85	\$60,794.06		
Payment	9/30/2019	\$0.00	\$0.00	\$4,342,432.85	\$4,342,432.85
			<b>\$607,940.60</b>	<b>\$4,342,432.85</b>	<b>\$4,950,373.45</b>

**Post Oak Bank Line of Credit**

<b>Principle</b>	\$2,700,000.00	<b>Principle Balance Owed</b>	\$2,000,000.00		
<b>Interest</b>	3.25%	<b>LOC Funds Available</b>	\$700,000.00		
<b>Line of Credit Available</b>	10/3/2018				
	<b>Date</b>	<b>Description</b>	<b>Withdrawal / Advance</b>	<b>Principle Payment</b>	<b>Interest</b>
	3/7/2019	Interest Payment			(\$5,444.45)

**District's Investments**

	<b>Amount</b>	<b>Percentage</b>	<b>From</b>	<b>To</b>	<b>Interest</b>
*CD at Post Oak Bank C.D. #9503	\$2,700,000.00	1.50%	12/1/2019	12/31/2019	\$33,749.99
CD at Prosperity (Qtr.) C.D. #0447	\$106,008.26	0.75%	1/1/2019	1/31/2019	Paid in Nov 2018
Texstar C.D. #1110	\$673,707.94	1.90%	1/1/2019	1/31/2019	\$1,366.78

TO THE BEST OF MY KNOWLEDGE, THESE FIGURES IN THE WSDH TREASURER'S REPORT AND SUPPORTING DOCUMENTS CORRECT AND IN COMPLIANCE WITH THE

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robert "Bobby" Way  
Treasurer/Investment Officer

\_\_\_\_\_  
Date

\* Estimated amounts

WSHD Prosperity Checking Account Register  
January 16, 2019 to February 20, 2019

Date	Ref/Check	Description	Amount	Balance	Memo	Category
1/16/2019		ACH Payment LEASE DIRECT WEB PAY €	-\$133.42	\$584,393.11		
1/16/2019		Daily Ledger Bal		\$584,393.11		
1/18/2019		ACH Payment TIME WARNER CABL TW C	-\$202.06	\$584,191.05		
1/18/2019	2531	Check	-\$3,281.25	\$580,909.80		
1/18/2019		Daily Ledger Bal		\$580,909.80		
1/22/2019	2537	Check	-\$1,031.76	\$579,878.04		
1/22/2019	2538	Check	-\$464.30	\$579,413.74		
1/22/2019	2530	Check	-\$500.00	\$578,913.74		
1/22/2019	2528	Check	-\$12,200.00	\$566,713.74		
1/22/2019	2536	Check	-\$1,691.07	\$565,022.67		
1/22/2019		Daily Ledger Bal		\$565,022.67		
1/24/2019		ACH Payment INTUIT PAYROLL S QUICKI	-\$2,547.49	\$562,475.18		
1/24/2019	2533	Check	-\$1,059.00	\$561,416.18		
1/24/2019	2534	Check	-\$5,023.47	\$556,392.71		
1/24/2019		Daily Ledger Bal		\$556,392.71		
1/25/2019	2529	Check	-\$500.00	\$555,892.71		
1/25/2019		Daily Ledger Bal		\$555,892.71		
1/28/2019	2535	Check	-\$21.30	\$555,871.41		
1/28/2019		ACH Payment PROSPERITY BANK VISA F	-\$120.57	\$555,750.84		
1/28/2019		Daily Ledger Bal		\$555,750.84		
1/29/2019	2539	Check	-\$50.00	\$555,700.84		
1/29/2019		Daily Ledger Bal		\$555,700.84		
1/31/2019		Wire Transfer WIRE OUT WINNIE STOWE	-\$162,920.00	\$392,780.84		
1/31/2019		Wire Transfer Fee WIRE FEE	-\$20.00	\$392,760.84		
1/31/2019		Accr Earning Pymt Added to Account	\$466.20	\$393,227.04		
1/31/2019		Daily Ledger Bal		\$393,227.04		
2/1/2019		ACH Payment IRS USATAXPYMT 270943€	-\$84.00	\$393,143.04		
2/1/2019		ACH Payment IRS USATAXPYMT 270943€	-\$1,428.14	\$391,714.90		
2/1/2019		Daily Ledger Bal		\$391,714.90		
2/4/2019	2540	Check	-\$6,027.77	\$385,687.13		
2/4/2019		Daily Ledger Bal		\$385,687.13		
2/7/2019		ACH Payment INTUIT PAYROLL S QUICKI	-\$2,423.96	\$383,263.17		
2/7/2019		Daily Ledger Bal		\$383,263.17		
2/8/2019		ACH Deposit CPA STATE FISCAL INV-PA\	\$50,422.03	\$433,685.20		
2/8/2019		Daily Ledger Bal		\$433,685.20		
2/11/2019	2532	Check	-\$150.11	\$433,535.09		
2/11/2019		Daily Ledger Bal		\$433,535.09		
2/14/2019		ACH Deposit WINNIE-STOWELL H C G 11	\$15,035.68	\$448,570.77		
2/14/2019		ACH Deposit WINNIE-STOWELL H C GV 1	\$14,451.84	\$463,022.61		
2/14/2019		ACH Deposit WINNIE-STOWELL H C HP 1	\$11,667.51	\$474,690.12		
2/14/2019		ACH Deposit WINNIE-STOWELL H C MM	\$24,435.42	\$499,125.54		
2/14/2019		ACH Deposit WINNIE-STOWELL H C MMV	\$18,085.32	\$517,210.86		
2/14/2019		ACH Deposit WINNIE-STOWELL H C RH 1	\$11,271.96	\$528,482.82		
2/14/2019		ACH Deposit WINNIE-STOWELL H C SB 1	\$53,060.16	\$581,542.98		
2/14/2019	995039	Check	-\$15,000.00	\$566,542.98		
2/14/2019		Daily Ledger Bal		\$566,542.98		
2/15/2019		Wire Transfer Dep WIRE IN WINNIE-STOV	\$2,227,656.28	\$2,794,199.26		
2/15/2019		Daily Ledger Bal		\$2,794,199.26		
2/19/2019		Wire Transfer Dep WIRE IN HEALTHMARK	\$18,796.52	\$2,812,995.78		
2/19/2019		Wire Transfer Dep WIRE IN HEALTHMARK	\$22,173.30	\$2,835,169.08		
2/19/2019		Wire Transfer Dep WIRE IN HEALTHMARK	\$22,693.47	\$2,857,862.55		
2/19/2019		ACH Payment LEASE DIRECT WEB PAY €	-\$133.42	\$2,857,729.13		
2/19/2019		ACH Payment TIME WARNER CABL TW C	-\$202.06	\$2,857,527.07		
2/19/2019		Wire Transfer WIRE OUT LTC GROUP LLC	-\$410,380.00	\$2,447,147.07		
2/19/2019		Wire Transfer WIRE OUT REGENCY IHS N	-\$45,983.44	\$2,401,163.63		

2/19/2019	Wire Transfer WIRE OUT IHS OPCO III LL	-\$21,841.70	\$2,379,321.93
2/19/2019	Wire Transfer WIRE OUT IHS OPCO III LL	-\$19,527.32	\$2,359,794.61
2/19/2019	Wire Transfer WIRE OUT REGENCY IHS M	-\$76,085.86	\$2,283,708.75
2/19/2019	Wire Transfer WIRE OUT GARRISON	-\$45,356.80	\$2,238,351.95
2/19/2019	Wire Transfer WIRE OUT GOLDEN VILLA	-\$45,800.80	\$2,192,551.15
2/19/2019	Wire Transfer WIRE OUT Highland Park	-\$31,552.30	\$2,160,998.85
2/19/2019	Wire Transfer WIRE OUT Marsh Manor NR	-\$70,664.80	\$2,090,334.05
2/19/2019	Wire Transfer WIRE OUT MARSHALL MAN	-\$39,673.60	\$2,050,660.45
2/19/2019	Wire Transfer WIRE OUT Rose Haven	-\$32,549.32	\$2,018,111.13
2/19/2019	Wire Transfer WIRE OUT SPRING BRANC	-\$150,862.36	\$1,867,248.77
2/19/2019	Wire Transfer WIRE OUT PARK MANOR C	-\$50,596.00	\$1,816,652.77
2/19/2019	Wire Transfer WIRE OUT PARK MANOR C	-\$64,537.60	\$1,752,115.17
2/19/2019	Wire Transfer WIRE OUT PARK MANOR C	-\$56,368.00	\$1,695,747.17
2/19/2019	Wire Transfer WIRE OUT PARK MANOR H	-\$57,167.20	\$1,638,579.97
2/19/2019	Wire Transfer WIRE OUT PARK MANOR C	-\$67,201.60	\$1,571,378.37
2/19/2019	Wire Transfer WIRE OUT PARK MANOR W	-\$72,873.24	\$1,498,505.13
2/19/2019	Wire Transfer WIRE OUT PARK MANOR S	-\$57,696.38	\$1,440,808.75
2/19/2019	Wire Transfer WIRE OUT PARK MANOR T	-\$63,678.50	\$1,377,130.25
2/19/2019	Wire Transfer WIRE OUT PARK MANOR T	-\$51,040.00	\$1,326,090.25
2/19/2019	Wire Transfer WIRE OUT DEERBROOK	-\$54,372.98	\$1,271,717.27
2/19/2019	Wire Transfer WIRE OUT FRIENDSHIP HA	-\$63,678.50	\$1,208,038.77
2/19/2019	Wire Transfer WIRE OUT OPERATIONS M	-\$25,126.06	\$1,182,912.71
2/19/2019	Wire Transfer WIRE OUT SLP OPERATIO	-\$25,560.45	\$1,157,352.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,332.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,312.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,292.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,272.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,252.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,232.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,212.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,192.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,172.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,152.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,132.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,112.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,092.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,072.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,052.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,032.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,012.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,156,992.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,156,972.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,156,952.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,156,932.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,156,912.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,156,892.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,156,872.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,156,852.26
2/19/2019	Daily Ledger Bal		\$1,156,852.26

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

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

Hubert Oxford, IV

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

hoxfordiv@benoxford.com

February 19, 2019

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

Re: Winnie Stowell Hospital District; Billable Invoice for November 2018 Time Entries less Retainer; Our File No. 87250.

Dear President Murrell,

Attached, please find Benckenstein & Oxford's monthly time entry invoice for November 2018. This invoice is for \$21,625.00 but the amount due is \$20,625.00 after reducing the invoice by \$1,000.00 for the monthly retainer already paid.

Will you please review and let me know if there are any questions? If not, we would appreciate your payment of this invoice in the amount of \$20,625.00 representing the balance owed for November 2018.

With best wishes, I am

Sincerely,

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

By:   
Hubert Oxford, IV

Enclosure

# Benckenstein & Oxford, L.L.P.

3535 Calder Avenue, Suite 300  
Beaumont, TX 77706

February 19, 2019

**INVOICE #:** 49181 **HOIV**  
**Billed through:** November 30, 2018  
**Client/Matter #:** WSHD 87250

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

RE: Winnie-Stowell Hospital District

## PROFESSIONAL SERVICES RENDERED

11/01/18	HOIV	Worked with LTC to review 10% Holdback Fund payment and prepared e-mail to the Board explaining the payment.	3.70 hrs
11/01/18	HOIV	Read and reviewed e-mail from staff regarding the status of QIPP 1 QTR 4 Comp 2, 3, & Lapse and September QIPP 2 Qtr. 1 Comp 1	0.30 hrs
11/02/18	HOIV	Prepared draft set of Purchasing Policy and Procedures and Purchase Order Forms.	2.00 hrs
11/02/18	HOIV	Read e-mail from staff, Caring Healthcare, and HHSC regarding penalty fee for sending an application after the 45 day deadline for Caring facility and participated in conference call with Caring Healthcare regarding the fine to confirm this was their responsibility.	0.60 hrs
11/02/18	HOIV	Exchanged three (3) e-mails with LTC Group regarding HHSC's delay in paying QIPP 1 QTR 4 Comp 2, 3, & Lapse Funds.	0.30 hrs
11/05/18	HOIV	Prepared draft Purchasing Procedures and Purchase Order form and distributed to Board for review.	2.00 hrs
11/05/18	HOIV	Received e-mail from staff regarding Cigna Medicare Agreements; reviewed agreements; and responded to staff that the agreements were approved to be signed.	0.40 hrs
11/06/18	HOIV	Read e-mail and attached Hallettsville Medicare Provider Agreements.	0.60 hrs
11/07/18	HOIV	Prepared post election documents for review at the upcoming November 14, 2018 Regular Meeting and updated agenda for the meeting.	2.50 hrs
11/07/18	HOIV	Conference call with Board President to discuss upcoming meeting and post election procedures.	0.60 hrs
11/07/18	HOIV	Reviewed post election calendar and post election procedures and prepared documents for newly elected directors to execute at the upcoming meeting to canvas the election results.	2.40 hrs
11/07/18	HOIV	Exchanged three e-mails with staff and HMG regarding bank letters for Spindletop facility.	0.20 hrs
11/07/18	HOIV	Read and reviewed Medicaid renewal contracts for Garrison and Golden Villa between the District and Texas Health and Human Services Commission and provided authorization to execute agreements.	0.60 hrs



Client-	WSHD 87250	Invoice # 49181	PAGE 2
11/08/18	HOIV	Received QIPP Year 1, Qtr. 4, Component 2,3, and Lapsing Fund Spreadsheet and worked with LTC Group and Managers to reconcile the payments; responded to e-mails from Managers regarding payment amounts; and prepared e-mail to staff providing transfer instructions.	4.60 hrs
11/09/18	HOIV	Drafted minutes for the October 17, 2018 Regular meeting and submitted to Board for review.	1.80 hrs
11/09/18	HOIV	Exchanged two (2) e-mails with CEO of HMG to discuss status of introductions to accounts receivable lenders to provide assistance with the District's nursing home operations; participated in Conference call with Oxford Capital regarding loan assistance for nursing home operations; and gathered information on the Hospital District to provide Oxford Capital to justify consideration of the request; and drafted extensive e-mail to Oxford Capital in order to explain documents provided.	4.80 hrs
11/09/18	HOIV	Worked with staff to verify transfer amounts for QIPP Component 2, 3, and lapsing funds from Interbank to Post Oak Bank.	0.80 hrs
11/12/18	HOIV	Gathered documents and drafted three (3) e-mails to Bobby Way in order to assist with providing him with the background of the District, QIPP Program, and Uncompensated Care Program.	1.20 hrs
11/12/18	HOIV	Received e-mail regarding QIPP IGT Suggestion for March 2019-August 2019; analyzed upcoming cash flow expectations for future QIPP IGTs; and then exchanged nine (9) e-mails and multiple conference calls with LTC Group and Salt Creek Capital regarding usage of the District's line of credit.	3.40 hrs
11/12/18	HOIV	Worked with LTC Group and Caring Healthcare by exchanging eight (8) e-mails with both entities to resolve a discrepancy in the reconciliation for QIPP Year 1 Q4 Scorecard for Component 2, 3, and Lapsing funds; and analyzed Scorecards prepared by Texas Health and Human Services and LTC Group to identify the issue;	2.80 hrs
11/12/18	HOIV	Gathered information newly elected Board member regarding a number of issues and matters involving the Hospital District and prepared three (3) e-mails to provide the information along with an explanation of the documents.	2.10 hrs
11/13/18	HOIV	Assisted LTC Group to reconcile waterfall Component 1 payments to Managers owed to them as part of the Component 1 adjustments agreed to by the Managers and District in order to mitigate shortfall between first six (6) Component 1 payments and IGT by preparing spreadsheets that demonstrate payment terms as agreed to in the amendments to Management Agreement.	1.80 hrs
11/13/18	HOIV	Receipt and review of six (6) e-mails with Regency CFO regarding documents Regency requested the District agree to with the accounts receivable lender in order to add LaGrange and Hallettsville to their accounts receivable line of credit.	0.80 hrs
11/13/18	HOIV	Receipt and review of e-mail from LTC with models for QIPP Year 3 structures at different funding amounts and participated in conference call with LTC for further explanation.	1.20 hrs
11/13/18	HOIV	Received Loan 14 Principle and Interest schedule and prepared loan documents for review with Salt Creek Capital; and then made changes as requested by Salt Creek.	2.30 hrs

Client-	WSHD 87250	Invoice # 49181	PAGE	3
11/13/18	HOIV	Exchanged three (3) e-mails and reviewed attached spreadsheets prepared by LTC Group regarding 2nd Quarter QIPP Scorecard - Distribution methodology on April 4, 2018 to verify the District was paying Managers the waterfall Component 1 payments consistently.	1.60 hrs	
11/13/18	HOIV	Received DY7 Uncompensated Care Intergovernmental Transfer spreadsheet from the State of Texas; reviewed spreadsheet; and prepared an e-mail to the Board explaining that the District had until November 19, 2019 to submit its IGT.	0.80 hrs	
11/14/18	HOIV	Prepare for and attend Regular Monthly Meeting.	4.00 hrs	
11/14/18	HOIV	Exchanged six (6) e-mails with Winnie Community Hospital regarding the DY7 Uncompensated Care Intergovernmental Transfer amount; explanation for the amount; and date the payment is due.;	1.40 hrs	
11/14/18	HOIV	Participated in ten (10) e-mails with LTC Group and Managers to provide Managers with the District's reconciliation for Year 1 Q4 Scorecard for Component 2, 3 and Lapsing funds and the Q1/Q2 Comp 1 Funds distribution and equalization of Q3/Q4 Comp 1 Funds.	1.30 hrs	
11/15/18	HOIV	Prepared e-mail to County Clerk to provide her with canvass results adopted at November 14, 2019 Regular Meeting.	0.20 hrs	
11/15/18	HOIV	Prepared agenda for upcoming Special Meeting.	0.30 hrs	
11/15/18	HOIV	Prepared public notice for upcoming 2019 Budget public hearing and submitted to the Hometown Press for publication.	0.40 hrs	
11/15/18	HOIV	Prepared extensive e-mail to District Board explaining upcoming Intergovernmental Transfer for DY7 and future of Uncompensated Care program due to the change in measurements to Charity Care.	1.80 hrs	
11/15/18	HOIV	Receipt and review of e-mail from Texas Secretary of State regarding precinct by precinct report and due date; reviewed report and County Clerk's website to verify information needed to complete the report was available.	0.80 hrs	
11/16/18	HOIV	Participated in conference calls with New Light, Hospital, and Auditor to obtain information for Uncompensated Care Program and future of the program; researched status of Charity Care; and drafted extensive e-mail to Board member to update them on findings.	3.70 hrs	
11/18/18	HOIV	Gathered information for upcoming Special Meeting; reviewed presentation to be given at Special Meeting; and participated in multiple conference calls with the Hospital personnel to inquire about information included and excluded from proposed presentation.	2.80 hrs	
11/19/18	HOIV	Prepared for and attended Special Meeting.	4.00 hrs	
11/19/18	HOIV	Exchanged five (5) e-mails with Hospital after Special Meeting that the District was going to timely file IGT Commitment form.	0.50 hrs	
11/19/18	HOIV	Exchanged four (4) e-mails with Managers advising them that the District was going to make the Intergovernmental Transfer for QIPP Year 2, 3rd and 4th Quarters.	0.40 hrs	
11/20/18	HOIV	Gathered information for Precinct by Precinct Report and began preparing responses to report after converting the County's information into a	3.40 hrs	

spreadsheet in order to tabulate the requested numbers.

11/21/18	HOIV	Prepared e-mail to Board members regarding revised Intergovernmental Transfer amounts for the third DY7 Uncompensated Care payment period.	0.70 hrs
11/21/18	HOIV	Receipt and reviewed revised DY7 IGT amounts for the Uncompensated Care Program and participated in conference calls with staff for the Hospital, New Light, and Hospital District to get an explanation for the Board why the amounts dropped significantly.	1.40 hrs
11/26/18	HOIV	Continued review of Regency documents for Hallettsville and LaGrange and exchanged four (4) e-mails with Regency CFO regarding proposed changes to the documents that protect the District from changes to Management Agreements or financial obligations.	2.70 hrs
11/26/18	HOIV	Conference call with Secretary of State's office and finalized Precinct by Precinct report for the State of Texas.	1.40 hrs
11/27/18	HOIV	Began review QIPP Income and Cash Flow and budget Income spreadsheets to reconcile 2018 actual versus budgeted numbers and prepare 2019 nursing home revenues and expenses.	2.50 hrs
11/27/18	HOIV	Received e-mail from Regency responding to proposed changes and questions concerning the Agreements with Accounts Receivable Lender for Hallettsville and LaGrange; and exchanged e-mail with counsel for Liberty to verify statements in the Regency e-mail concerning the documents were uniform among all Regency facilities subject to the Agreements	0.80 hrs
11/28/18	HOIV	Reviewed QIPP Income and Cash Flow and budget Income spreadsheets to reconcile 2018 actual versus budgeted numbers and prepare 2019 nursing home revenues and expenses.	4.00 hrs
11/29/18	HOIV	Exchanged six (6) e-mails with staff and Salt Creek Capital confirming IGT amount, Loan 14 amount; and amount of District's line of credit to be utilized.	0.70 hrs
11/29/18	HOIV	Finalized Regency accounts receivable loan documents for Hallettsville and La Grange Facility and submitted to client for execution.	1.10 hrs
		<b>Total fees for this matter</b>	<b>\$21,625.00</b>

**BILLING SUMMARY:**

Oxford, IV Hubert	86.50 hrs @	\$250.00 /hr	\$21,625.00
<b>TOTAL FEES</b>			<b>\$21,625.00</b>
<b>TOTAL CHARGES FOR THIS INVOICE</b>			<b>\$21,625.00</b>
<b>RETAINER</b>			<b>\$1,000.00 CR</b>
<b>TOTAL BALANCE NOW DUE</b>			<b>\$20,625.00</b>

Federal ID# 74-1646478

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

**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

02/13/2019

Invoice # 20776

Professional Services

	<u>Amount</u>
02/13/19 1-8-19 Review payroll issue regarding Quickbooks. 1.00 Hrs.	1,781.25
1-14-19 Review Quickbooks, reconciliations, begin year end entries. 3.75 Hrs.	
1-15-19 Complete books and run reports for the board meeting. 4.25 Hrs.	
1-16-19 Board meeting 2.50 Hrs.	
1-23-19 Prepare quarterly (941, TWC) and annual (940, W-2's) payroll reports as of December 31, 2018. Prepare and transmit W-2s and 1099s to governmental agency. 2.75 Hrs.	
<b>Total 14.25 Hrs @ \$125.00 = \$1,781.25</b>	
For professional services rendered	<u>\$1,781.25</u>
Balance due	<u>\$1,781.25</u>

**Invoices Due Upon Receipt**



RECEIVED  
FEB 14 2019

1040 YOUR 2018 TAX INFO IS NOW ONLINE!  
W-2  
aesSuccess.org/GetTaxInfo

03502103037601



February 4, 2019

# MONTHLY BILL

Name: SHERRY STERN  
Account Number: 92 5529 5461

Payment Summary	
Last Payment Received	12/26/2018
<u>Amount Past Due</u>	\$150.20
Current Payment Due	\$150.14
<b>Total Due by 02/25/2019</b>	<b>\$300.34</b>

*Pd Late 150.11*

## YOUR LOAN DETAILS

Loan Sequence	Date Disbursed	Loan Program	Original Balance	Current Balance	Outstanding Interest	Interest Rate	Monthly Payment	Past Due	Current Due
*1002	11/29/2006	SUBCNS	\$13,150.00	\$6,000.75	\$24.66	3.750%	\$90.67	\$90.71	\$90.67
*1001	11/29/2006	UNCNS	\$8,625.28	\$3,935.65	\$16.17	3.750%	\$59.47	\$59.49	\$59.47

Outstanding interest accrued as of 02/04/2019



### YOU HAVE MISSED SOME PAYMENTS!

Sometimes life doesn't go as planned and your financial situation may change. If you can't afford your payments, there may be options that can help. Visit [aesSuccess.org/TroublePaying](http://aesSuccess.org/TroublePaying).

Your account contains at least one loan that is past due. Depending on the terms of your loan agreement(s) and the level of delinquency, these loans may require payment prior to the due date shown on this statement to avoid default and/or acceleration of the debt. Please contact us immediately at 800.233.0557 to discuss.

If you are having trouble making payments, you can also visit [AesSuccess.org/TroublePaying](http://AesSuccess.org/TroublePaying).

\*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.

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 LAST PAGE)

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

Account Number:

Due Date:

Total Amount Due:

92 5529 5461

02/25/2019

\$

\$300.34

20190350192552954611000030034000000000000000002

#BWNDHKB  
#B612 1327 2502 04L9#  
SHERRY STERN  
9302 EAGLES LNDG  
MAGNOLIA TX 77354-6865



AMERICAN EDUCATION SERVICES  
P.O. BOX 65093  
BALTIMORE, MD 21264-5093

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

Invoice # 67401

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

RECEIVED

FEB - 5 2019

Date: 2/1/2019

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

Terms: Net receipt of invoice

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Professional services for the month of March 2019 1,059.00

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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

**GL Totals**

Issued 02/06/19

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 01/31/19-01/31/19

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

Vendor #: 65460

GL #	Description	Amount
WSHD	Wshd	5,705.94
<b>Expenditures</b>		<b>5,705.94</b>
<b>Reimb/Adjustments</b>		
<b>Grand Total</b>		<b>5,705.94</b>

32 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2475*65460*26	WSHD	01/23/2019	26.66	26.66
036-2475*65460*26	WSHD	01/09/2019	34.40	34.40
036-2475*65460*26	WSHD	01/09/2019	30.23	30.23
036-2475*65460*26	WSHD	01/09/2019	13.24	13.24
036-2475*65460*26	WSHD	01/09/2019	45.50	45.50
036-2815*65460*18	WSHD	01/02/2019	978.35	827.80
036-2815*65460*18	WSHD	01/02/2019	78.75	78.75
036-2815*65460*18	WSHD	01/14/2019	28.61	28.61
036-2865*65460*2	WSHD	01/16/2019	43.94	43.94
036-2865*65460*2	WSHD	01/16/2019	475.52	367.55
036-2865*65460*2	WSHD	01/22/2019	26.66	26.66
036-3067*65460*16	WSHD	01/28/2019	53.40	53.40
036-3067*65460*16	WSHD	01/30/2019	7.79	7.79
036-3067*65460*16	WSHD	01/10/2019	7.83	7.83
036-3217*65460*30	WSHD	01/29/2019	25.46	25.46
036-3217*65460*30	WSHD	01/31/2019	55.47	55.47
036-3363*65460*12	WSHD	01/09/2019	138.00	138.00
036-3413*65460*36	WSHD	01/11/2019	85.92	63.76
036-3413*65460*36	WSHD	01/11/2019	26.35	26.35
036-3413*65460*36	WSHD	01/11/2019	14.90	14.90
036-3413*65460*36	WSHD	01/21/2019	6.81	6.81
036-3432*65460*36	WSHD	01/07/2019	5.63	5.63
036-3432*65460*36	WSHD	01/07/2019	7.60	7.60
036-3432*65460*36	WSHD	01/07/2019	36.32	36.32
1011*65460*33	WSHD	01/25/2019	49.66	45.21
1011*65460*33	WSHD	01/29/2019	554.85	363.32
1019*65460*29	WSHD	01/02/2019	36.28	36.28
1019*65460*29	WSHD	01/02/2019	28.67	28.67
1019*65460*29	WSHD	01/02/2019	5.63	5.63
1019*65460*29	WSHD	01/02/2019	56.96	56.96
1019*65460*29	WSHD	01/02/2019	6.74	6.74
1024*65460*28	WSHD	01/14/2019	9.56	8.71
1024*65460*28	WSHD	01/14/2019	13.75	13.75
1024*65460*28	WSHD	01/22/2019	12.00	12.00

**GL Totals**

Issued 02/06/19

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 01/31/19-01/31/19

Brookshire Bros. Phar. (Winnie)

Vendor #: 65460

P.O. Box 1359

Winnie, TX 77665

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1024*65460*28	WSHD	01/23/2019	41.39	41.39
1038*65460*26	WSHD	01/02/2019	145.07	145.07
1038*65460*26	WSHD	01/02/2019	231.00	231.00
1038*65460*26	WSHD	01/02/2019	40.00	40.00
1046*65460*22	WSHD	01/22/2019	11.07	11.07
1046*65460*22	WSHD	01/31/2019	30.84	30.84
1046*65460*22	WSHD	01/31/2019	36.32	36.32
1046*65460*22	WSHD	01/31/2019	34.52	34.52
1046*65460*22	WSHD	01/31/2019	33.77	33.77
1049*65460*22	WSHD	01/05/2019	40.94	40.94
1049*65460*22	WSHD	01/02/2019	80.70	80.70
1049*65460*22	WSHD	01/29/2019	12.00	12.00
1054*65460*21	WSHD	01/31/2019	432.31	346.49
1061*65460*14	WSHD	01/10/2019	9.34	9.34
1066*65460*4	WSHD	01/04/2019	6.50	6.50
1066*65460*4	WSHD	01/04/2019	28.42	28.42
1066*65460*4	WSHD	01/08/2019	12.00	12.00
1066*65460*4	WSHD	01/24/2019	17.93	17.93
1066*65460*4	WSHD	01/24/2019	44.08	44.08
1079*65460*11	WSHD	01/31/2019	51.22	51.22
1091*65460*11	WSHD	01/02/2019	541.00	430.41
1091*65460*11	WSHD	01/08/2019	21.82	21.82
1096*65460*8	WSHD	01/28/2019	7.49	7.49
1096*65460*8	WSHD	01/28/2019	9.90	9.90
1096*65460*8	WSHD	01/09/2019	15.00	15.00
1096*65460*8	WSHD	01/09/2019	6.10	6.10
1098*65460*9	WSHD	01/02/2019	74.96	74.96
1098*65460*9	WSHD	01/11/2019	16.73	16.73
1098*65460*9	WSHD	01/25/2019	6.36	6.36
1098*65460*9	WSHD	01/25/2019	27.39	27.39
1103*65460*8	WSHD	01/07/2019	74.43	57.83
1106*65460*6	WSHD	01/17/2019	11.66	10.33
1106*65460*6	WSHD	01/23/2019	6.56	6.56
1106*65460*6	WSHD	01/23/2019	12.92	12.92
1106*65460*6	WSHD	01/23/2019	18.71	13.29
1106*65460*6	WSHD	01/23/2019	21.26	15.23
1106*65460*6	WSHD	01/24/2019	25.93	25.93
1106*65460*6	WSHD	01/11/2019	6.13	6.13
1107*65460*5	WSHD	01/11/2019	481.08	481.08
1107*65460*5	WSHD	01/15/2019	26.35	26.35
1111*65460*4	WSHD	01/09/2019	6.24	6.24
1111*65460*4	WSHD	01/09/2019	5.72	5.72
1111*65460*4	WSHD	01/18/2019	5.96	5.96
1111*65460*4	WSHD	01/24/2019	10.00	10.00
1111*65460*4	WSHD	01/24/2019	76.78	76.78
1112*65460*3	WSHD	01/04/2019	85.92	63.76
1112*65460*3	WSHD	01/04/2019	7.34	7.34



**GL Totals**

Issued 02/06/19

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 01/31/19-01/31/19

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

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1116*65460*3	WSHD	01/21/2019	85.92	63.76
1116*65460*3	WSHD	01/30/2019	10.00	10.00
1118*65460*2	WSHD	01/31/2019	32.99	32.99
1118*65460*2	WSHD	01/03/2019	32.99	32.99
1121*65460*2	WSHD	01/28/2019	27.05	27.05
1122*65460*2	WSHD	01/31/2019	6.73	6.73
1122*65460*2	WSHD	01/31/2019	6.20	6.20
1122*65460*2	WSHD	01/31/2019	7.67	7.67
1123*65460*2	WSHD	01/02/2019	85.92	63.76
1123*65460*2	WSHD	01/02/2019	35.09	35.09
1123*65460*2	WSHD	01/02/2019	160.89	160.89
1124*65460*2	WSHD	01/17/2019	7.67	7.67
<b>32 invoices, 93 line items</b>	***		<b>6,475.72</b>	<b>5,705.94</b>
<b>Grand Totals</b>			<b>6,475.72</b>	<b>5,705.94</b>

**32 total invoices**  
**93 total line items**

### GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 01/31/19-01/31/19

Brookshire Brothers Store #1002  
Po Box 1359

Vendor #: 1002

GL #	Description	Amount
WSHD	Wshd	8.50
	<b>Expenditures</b>	<b>8.50</b>
	<b>Reimb/Adjustments</b>	
	<b>Grand Total</b>	<b>8.50</b>

1 total invoices

#### GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1011*1002*6	WSHD	01/15/2019	8.50	8.50
<b>1 invoices, 1 line items</b>	<b>***</b>		<b>8.50</b>	<b>8.50</b>
<b>Grand Totals</b>			<b>8.50</b>	<b>8.50</b>

1 total invoices

1 total line items

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 01/31/19-01/31/19

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

Vendor #: 18651

GL #	Description	Amount
WSHD	Wshd	1,703.24
<b>Expenditures</b>		<b>1,703.24</b>
<b>Reimb/Adjustments</b>		
<b>Grand Total</b>		<b>1,703.24</b>

14 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2783*18651*92	WSHD	01/21/2019	25.00	25.00
036-2783*18651*92	WSHD	01/23/2019	38.00	38.00
036-2783*18651*92	WSHD	01/21/2019	50.00	39.84
036-2783*18651*92	WSHD	01/21/2019	50.00	50.00
036-2942*18651*86	WSHD	01/24/2019	389.93	306.35
036-2942*18651*86	WSHD	01/24/2019	29.75	29.75
036-3364*18651*59	WSHD	01/30/2019	42.61	21.19
036-3364*18651*59	WSHD	01/30/2019	24.00	24.00
036-3364*18651*59	WSHD	01/30/2019	24.00	24.00
036-3364*18651*59	WSHD	01/30/2019	23.62	12.76
036-3364*18651*59	WSHD	01/30/2019	22.87	22.87
1006*18651*5	WSHD	01/14/2019	6.67	4.86
1006*18651*5	WSHD	01/14/2019	55.66	27.61
1008*18651*23	WSHD	01/02/2019	15.84	11.08
1008*18651*23	WSHD	01/03/2019	17.89	12.48
1008*18651*23	WSHD	01/02/2019	44.97	44.97
1040*18651*24	WSHD	01/25/2019	27.67	19.81
1075*18651*11	WSHD	01/03/2019	25.00	25.00
1075*18651*11	WSHD	01/02/2019	30.00	25.93
1075*18651*11	WSHD	01/14/2019	46.14	22.86
1075*18651*11	WSHD	01/28/2019	48.86	48.86
1086*18651*11	WSHD	01/02/2019	53.12	26.35
1086*18651*11	WSHD	01/02/2019	20.00	20.00
1086*18651*11	WSHD	01/23/2019	79.50	69.23
1093*18651*6	WSHD	01/07/2019	292.28	137.28
1093*18651*6	WSHD	01/02/2019	25.00	25.00
1095*18651*4	WSHD	01/03/2019	7.21	5.10
1095*18651*4	WSHD	01/15/2019	56.11	45.21
1095*18651*4	WSHD	01/15/2019	13.78	7.95
1095*18651*4	WSHD	01/15/2019	9.86	8.53
1095*18651*4	WSHD	01/15/2019	48.60	24.11
1102*18651*5	WSHD	01/04/2019	407.61	262.53
1102*18651*5	WSHD	01/04/2019	79.87	38.91
1102*18651*5	WSHD	01/04/2019	97.94	47.30

Issued 02/14/19

**GL Totals**Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 01/31/19-01/31/19Wilcox Pharmacy  
P. O. Box 1850  
Winnie, TX 77665

Vendor #: 18651

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1104*18651*7	WSHD	01/08/2019	10.75	6.64
1104*18651*7	WSHD	01/08/2019	12.29	7.79
1104*18651*7	WSHD	01/08/2019	25.00	25.00
1110*18651*5	WSHD	01/07/2019	9.77	4.27
1110*18651*5	WSHD	01/07/2019	75.61	36.94
1125*18651*1	WSHD	01/31/2019	56.11	45.21
1125*18651*1	WSHD	01/31/2019	9.86	8.53
1125*18651*1	WSHD	01/31/2019	17.16	14.14
<b>14 invoices, 42 line items</b>			<b>2,445.91</b>	<b>1,703.24</b>
<b>Grand Totals</b>			<b>2,445.91</b>	<b>1,703.24</b>

14 total invoices  
42 total line items

**GL Totals**

Issued 02/20/19

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 01/30/19-01/30/19

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

Vendor #: 63614

GL #	Description	Amount
WSHD	Wshd	2,870.63
	<b>Expenditures</b>	<b>2,870.63</b>
	<b>Reimb/Adjustments</b>	
	<b>Grand Total</b>	<b>2,870.63</b>

10 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2475*63614*5	WSHD	11/15/2018	1,853.00	444.72
1006*63614*1	WSHD	01/24/2019	1,828.00	438.72
1066*63614*1	WSHD	01/15/2019	443.00	106.32
1075*63614*6	WSHD	01/14/2019	323.00	77.52
1086*63614*2	WSHD	12/03/2018	499.00	119.76
1091*63614*6	WSHD	01/24/2019	323.00	77.52
1093*63614*2	WSHD	01/24/2019	558.00	133.92
1111*63614*2	WSHD	12/31/2018	482.00	115.68
1111*63614*2	WSHD	12/31/2018	395.00	94.80
1114*63614*2	WSHD	01/25/2019	757.00	181.68
1116*63614*2	WSHD	12/20/2018	4,499.95	1,079.99

10 invoices, 11 line items

\*\*\*

**11,960.95**      **2,870.63**

**Grand Totals**

**11,960.95**      **2,870.63**

10 total invoices

11 total line items

**GL Totals**

Issued 02/11/19

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 01/31/19-01/31/19

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

Vendor #: 63614

GL #	Description	Amount
WSHD	Wshd	6,783.57
	<b>Expenditures</b>	<b>6,783.57</b>
	<b>Reimb/Adjustments</b>	
	<b>Grand Total</b>	<b>6,783.57</b>

9 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2783*63614*7	WSHD	11/06/2018	918.00	220.32
036-2815*63614*5	WSHD	12/02/2018	4,196.95	1,007.27
1075*63614*5	WSHD	12/06/2018	10,105.50	2,425.32
1081*63614*2	WSHD	11/29/2018	617.00	148.08
1081*63614*2	WSHD	12/03/2018	1,828.00	438.72
1081*63614*2	WSHD	12/04/2018	323.00	77.52
1086*63614*1	WSHD	12/03/2018	1,468.04	352.33
1091*63614*5	WSHD	11/07/2018	179.00	42.96
1096*63614*3	WSHD	12/11/2018	904.00	216.96
1102*63614*4	WSHD	12/06/2018	6,328.38	1,518.81
1102*63614*4	WSHD	12/06/2018	688.00	165.12
1114*63614*1	WSHD	12/06/2018	709.00	170.16
<b>9 invoices, 12 line items</b>	<b>***</b>		<b>28,264.87</b>	<b>6,783.57</b>
<b>Grand Totals</b>			<b>28,264.87</b>	<b>6,783.57</b>

9 total invoices

12 total line items

**GL Totals**

Issued 02/20/19

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 01/30/19-01/30/19

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

Vendor #: 63615  
NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	498.76
	<b>Expenditures</b>	<b>498.76</b>
	<b>Reimb/Adjustments</b>	
	<b>Grand Total</b>	<b>498.76</b>

7 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1006*63615*1	WSHD	01/24/2019	183.00	68.33
1066*63615*1	WSHD	01/15/2019	415.00	116.20
1075*63615*6	WSHD	01/14/2019	183.00	39.92
1093*63615*2	WSHD	01/24/2019	273.00	65.29
1093*63615*2	WSHD	01/24/2019	23.00	7.70
1111*63615*2	WSHD	12/31/2018	270.00	56.08
1111*63615*2	WSHD	12/31/2018	35.00	13.15
1114*63615*2	WSHD	01/25/2019	273.00	65.29
1116*63615*2	WSHD	12/20/2018	48.00	13.21
1116*63615*2	WSHD	12/20/2018	10.00	2.29
1116*63615*2	WSHD	12/20/2018	178.00	51.30
<b>7 invoices, 11 line items</b>			<b>1,891.00</b>	<b>498.76</b>
<b>Grand Totals</b>			<b>1,891.00</b>	<b>498.76</b>

7 total invoices

11 total line items

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 01/31/19-01/31/19

Vendor #: 63615  
 NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	2,666.28
<b>Expenditures</b>		<b>2,666.28</b>
<b>Reimb/Adjustments</b>		
<b>Grand Total</b>		<b>2,666.28</b>

11 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2475*63615*2	WSHD	11/15/2018	273.00	65.29
036-2783*63615*6	WSHD	11/06/2018	270.00	75.60
036-2815*63615*6	WSHD	12/12/2018	162.00	58.06
1008*63615*6	WSHD	11/16/2018	30.00	10.26
1075*63615*5	WSHD	12/06/2018	640.00	440.00
1075*63615*5	WSHD	12/06/2018	336.00	336.00
1075*63615*5	WSHD	12/06/2018	2,046.00	572.88
1075*63615*5	WSHD	12/06/2018	850.00	238.00
1081*63615*3	WSHD	12/04/2018	270.00	56.08
1081*63615*3	WSHD	11/29/2018	195.00	73.78
1081*63615*3	WSHD	11/29/2018	93.00	42.34
1081*63615*3	WSHD	12/03/2018	195.00	68.00
1086*63615*1	WSHD	12/03/2018	23.00	8.02
1086*63615*1	WSHD	12/03/2018	273.00	65.29
1086*63615*1	WSHD	12/03/2018	148.00	41.44
1091*63615*6	WSHD	11/07/2018	95.00	26.60
1096*63615*2	WSHD	12/11/2018	165.00	61.58
1096*63615*2	WSHD	12/11/2018	93.00	42.34
1096*63615*2	WSHD	11/13/2018	273.00	65.29
1096*63615*2	WSHD	11/13/2018	183.00	39.92
1102*63615*4	WSHD	12/06/2018	75.00	36.56
1102*63615*4	WSHD	12/06/2018	165.00	61.27
1102*63615*4	WSHD	12/06/2018	110.00	30.80
1114*63615*1	WSHD	12/06/2018	23.00	6.44
1114*63615*1	WSHD	12/06/2018	513.00	118.78
1114*63615*1	WSHD	12/06/2018	68.00	25.66
<b>11 invoices, 26 line items</b>	<b>***</b>		<b>7,567.00</b>	<b>2,666.28</b>

**Grand Totals** **7,567.00**      **2,666.28**

11 total invoices  
 26 total line items





Corporate Number **000794480480003606**  
 Account Number **000405469990003606**  
 Statement Closing Date 01/31/2019  
 Days This Period 31  
 Payment Amount Due \$42.00  
 Payment Due Date **AUTO PAY** 02/25/2019

Previous Account Balance \$120.57  
 (-) Payments and Credits \$120.57  
 (+) Purchases and Debits \$828.80  
 (+) **FINANCE CHARGES** \$0.00  
 (=) **New Ending Balance** \$828.80  
 Credit Limit: \$10,000.00  
 Available Credit: \$9,171.20



**ACCOUNT SUMMARY**

WINNIE STOWELL HOSPITAL  
 PO BOX 1997  
 WINNIE TX 77665-1997

RECEIVED  
 FEB 11 2019

Interest YTD \$0.00  
 Cycle Days 31  
 Total Number of Disputes 0  
 Total Amount of Disputes \$0.00  
 Total Amount Past Due: \$0.00

**Questions?** View your account information online at [www.prosperitybankusa.com](http://www.prosperitybankusa.com) or call our Customer Service Center toll free at 1-855-340-8771 or 1-301-945-5745.

**Send Billing Inquiries and Correspondence to:** Card Services, P.O. Box 183258, Columbus, OH 43218-3258.

**Mail Payments to:** Prosperity Bank, Department #350, P O Box 21228, Tulsa, Ok 74121-1228.

**ACCOUNT BALANCES AND FINANCE CHARGES**

Plan ID	Plan Description	Previous Balance	Purchases/Debits	Payments/Credits	FINANCE CHARGE	Current Balance
10001	CASH ADVANCE PLAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10002	PURCHASE PLAN	\$120.57	\$828.80	\$120.57	\$0.00	\$828.80
10003	BALANCE TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Plan ID	Plan Description	Transfer In	Transfer Out	Minimum Payment	Avg Daily Balance	Base Rate	Actuarial APR
10001	CASH ADVANCE PLAN	\$0.00	\$0.00	\$0.00	\$0.00	.0990000	9.90%
10002	PURCHASE PLAN	\$0.00	\$0.00	\$42.00	\$0.00	.0990000	9.90%
10003	BALANCE TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	.0990000	9.90%

TEAR OFF THIS PAYMENT STUB AND MAIL WITH YOUR CHECK OR MONEY ORDER TO THE ADDRESS BELOW.

Check this box to indicate any **ADDRESS CHANGES** detailed on back.

PROSPERITY BANK  
 402 CYPRESS ST. SUITE 100  
 ABILENE, TX 79601-5123

ACCOUNT NUMBER	PAYMENT DUE DATE	PLEASE WRITE TOTAL AMOUNT ENCLOSED
000405469990003606	AUTO PAY	
NEW BALANCE	AMOUNT DUE	
\$828.80	\$42.00	



MAKE CHECK PAYABLE TO:

>012903 6032694 0003 081020 10Z  
 WINNIE STOWELL HOSPITAL  
 PO BOX 1997  
 WINNIE TX 77665-1997

PROSPERITY BANK  
 DEPARTMENT #351  
 P.O. BOX 21228  
 TULSA, OK 74121-1228



00040546999000360600000004200000000828805



**Important Messages**

A PAYMENT OF \$828.80 WILL BE TAKEN FROM YOUR SAVINGS/CHECKING ACCOUNT \*\*\*\*4431 ON 02/25/2019  
THANK YOU FOR CHOOSING PROSPERITY BANK FOR YOUR CREDIT CARD NEEDS.

**TRANSACTIONS THIS BILLING PERIOD**

Transaction Date	Posting Date	Reference Number	Transaction Description	\$ Amount
TRANSACTIONS				
Account Level				
01/25	01/25	19999999980125995341510	ACH PAYMENT - THANK YOU	\$120.57-
Card Number Ending in 1770				
01/01	01/02	VT190022458000010001284	GOOGLE*GSUITE WSHD-TX. CC GOOGLE.COM CA	\$31.62+
01/04	01/06	VT190063812000010001354	OFFICE DEPOT #178 BEAUMONT TX	\$18.38+
01/05	01/06	VT190063812000010000518	Amazon.com*MB6LM14E1 Amzn.com/bill WA	\$454.11+
01/06	01/07	VT190072460000010001301	ADOBE *ACROPRO SUBS 800-833-6687 CA	\$16.21+
01/11	01/13	VT190132461000010000784	PP*Designs of Faith - 409-5993280 TX	\$100.00+
01/15	01/17	VT190172461000010001226	CHARLIES BAR & GRILL WINNIE TX	\$42.25+
01/17	01/18	VT190182462000010000953	HI *WINECNTRYGIFTBSKT 800-394-0394 CA	\$61.90+
01/17	01/18	VT190182462000010003082	USPS PO 4898150665 WINNIE TX	\$100.00+
01/30	01/31	VT190312465000010000241	Intuit *PayrollEE usag 800-446-8848 CA	\$4.33+

**2019 Total Year-to-Date**

Total fees charged in 2019	\$0.00
Total interest charged in 2019	\$0.00



**CONTRACT INVOICE**

Invoice Number: INV677670  
 Invoice Date: 01/17/2019

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

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

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
3A0064	Net 30	02/16/2019	\$48.17	<b>\$48.17</b>	
<b>Invoice Remarks</b>					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
4457-01		\$48.17		01/26/2016	01/25/2021
<b>Contract Remarks</b>					

**Summary:**

Contract base rate charge for this billing period	\$0.00
Contract overage charge for the 12/26/2018 to 01/25/2019 overage period	\$48.17 **
	<b>\$48.17</b>

\*\*See overage details below

**Detail:**

**Equipment included under this contract**

**KM/227**

Number	Serial Number	Base Adj.	Location
3A2812	A7AK011001716	\$0.00	Winnie - Stowell Hospital District 538 Broadway Winnie, TX 77665

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B\W	3A2812 - B\W	98,184	101,806		3,622	0	3,622	\$0.013300	\$48.17
									\$48.17

 Hello, paperless billing!  
**CONVENIENCE • SECURITY • ECO-FRIENDLY**  
 Log in to sign up at [function-4.com/paperless](http://function-4.com/paperless)

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

3A0064	INV677670
Invoice SubTotal	\$48.17
Tax:	\$0.00
Invoice Total	\$48.17
<b>Balance Due:</b>	<b>\$48.17</b>



**CONTRACT INVOICE**

Invoice Number: INV684852  
 Invoice Date: 02/18/2019

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

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

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
3A0064	Net 30	03/20/2019	\$32.08	<b>\$32.08</b>	
<b>Invoice Remarks</b>					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
4457-01		\$32.08		01/26/2016	01/25/2021
<b>Contract Remarks</b>					

**Summary:**

Contract base rate charge for this billing period	\$0.00
Contract overage charge for the 01/26/2019 to 02/25/2019 overage period	\$32.08 **
	<b>\$32.08</b>

\*\*See overage details below

**Detail:**

**Equipment included under this contract**

**KM/227**

Number	Serial Number	Base Adj.	Location
3A2812	A7AK011001716	\$0.00	Winnie - Stowell Hospital District 538 Broadway Winnie, TX 77665

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B\W	3A2812 - B\W	101,806	104,003		2,197	0	2,197	\$0.014600	\$32.08
									\$32.08


Hello, paperless billing!  
**CONVENIENCE • SECURITY • ECO-FRIENDLY**  
 Log in to sign up at [function-4.com/paperless](http://function-4.com/paperless)


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

3A0064	INV684852
Invoice SubTotal	\$32.08
Tax:	\$0.00
Invoice Total	\$32.08
<b>Balance Due:</b>	<b>\$32.08</b>

The Seabreeze Beacon  
PO BOX 814  
WINNIE, TX 77665  
(409)296-2102  
seabreezebeacon@gmail.com

*The Seabreeze Beacon*

*"News you can use"*  *"News you can trust"*

409-296-2102 Office    1354 SH 124, Winnie, TX    409-296-2104 Fax  
seabreezebeacon@gmail.com    (Behind Dairy Queen)    Like us on Facebook 

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JAN 28 2019

# INVOICE

**BILL TO**  
Sherrie Norris  
Winnie-Stowell Hospital District  
PO BOX 1997  
Winnie, TX 77665

**INVOICE # 3373**  
**DATE 01/31/2019**  
**DUE DATE 02/15/2019**  
**TERMS Net 15**

ACTIVITY	QTY	RATE	AMOUNT
Display Ad Display Ad 3col. x 5inches Notice of Amendments to Indigent Care 1/3/19	1	79.63	79.63

---

**BALANCE DUE** **\$79.63**

The Hometown Press

P.O.Box 801  
Winnie, TX 77665

# Invoice

Date	Invoice #
12/13/2018	1792

Bill To
Winnie Stowell Hospital District Sherrie Norris P.O.Box 1997 Winnie, Texas 77665

RECEIVED

JAN 23 2019

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Public Notice in The Hometown Press the size of 2 columns X 3.75 inches for the week of 12-05-2018	28.50	28.50
<b>Total</b>			\$28.50

RECEIVED

FEB 19 2019

## Quote Invoice

Applicant copy

<b>Quote no.</b> Q004176585	<b>Quote issue date</b> 2/1/19	<b>Proposed coverage period</b> 3/12/19 to 3/12/20	<b>Version</b> 1
<b>Applicant</b> WINNIE STOWELL HOSPITAL DISTRICT	<b>Producer</b> J S EDWARDS & SHERLOCK INS AGCY LLP	<b>Renewal of</b> 0001302975	

The earliest effective date of coverage will be the date a complete submission and the proper payment are received by Texas Mutual Insurance Company, unless a future effective date has been requested. This does not apply to Start policies.

NOTE: Payment received does not guarantee coverage.

Please check one option below to indicate policy choice.

### Payment in full:

<p><b>Out-of-network</b> <input type="checkbox"/></p> <p>Estimated annual premium: \$482.00</p> <p><b>Amount due: \$482.00</b></p>	<p><b>In-network</b> <input type="checkbox"/></p> <p>Estimated annual premium: \$442.00</p> <p><b>Amount due: \$442.00</b></p>
<p>Will the policy premium be financed? _____ If "Yes", which finance company? _____</p> <p><b>Note: A Copy of a signed premium finance agreement must accompany this form. Send payments to the PO Box as listed below.</b></p>	

- OR -

### Installment payments:

<p><b>Out-of-network</b> <input type="checkbox"/></p> <p>Estimated annual premium: \$482.00</p> <p><b>Amount due: \$40.20</b></p>	<p><b>In-network</b> <input type="checkbox"/></p> <p>Estimated annual premium: \$442.00</p> <p><b>Amount due: \$36.86</b></p>
<p>Installment billing plan:</p> <ul style="list-style-type: none"> <li>12 monthly installments (Send payments to the PO Box as listed below.)</li> <li>Financing is not permitted under this billing plan</li> </ul>	

Please mail this form along with the amount due for the above selected option to:

**Texas Mutual Insurance Company**  
**PO Box 841843**  
**Dallas, TX 75284-1843**

Please include your quote number Q004176585 on your check for prompt handling.  
 Please do not use the above address for other correspondence.

**Thank you for your business!**

## Renewal Invoice Summary

Network selection	In Network
Payment plan	Pay In Full
Total estimated premium	\$442.00
Current amount due	\$442.00
Due date	3/12/19

Please note that if payment is not received by the due date above, your existing policy will end effective 3/12/19.

If anything has changed from last year's policy estimates, please contact your agent immediately for a revised proposal. Additionally, payment received does not guarantee coverage.

## Payment options

- 1) Pay at texasmutual.com  
 Select "Make a Payment".  
 Enter your quote number Q004176585 and your FEIN number.
  
- 2) Mail a check with this form to  
 Texas Mutual Insurance Company  
 Attn: Remittance Processing  
 PO Box 841843  
 Dallas, TX 75284-1843

## Your company's dividend history

At Texas Mutual, we reward our policyholder owners for their loyalty and commitment to safety. Since 1999, we have paid more than \$2 billion in dividends to qualifying Texas Mutual policyholders. Below is your company's dividend history:

**2018 dividend payout: \$51.85**  
**Total historical dividend payout: \$83.70**

Note: Dividends are based on performance and therefore are not guaranteed.

## Notice of terrorism insurance coverage

Coverage for acts of terrorism is already included in workers' compensation policies. Losses resulting from certified acts of terrorism, as defined under the Terrorism Risk Insurance Act of 2002, as amended ("the Act"), would be partially reimbursed by the U.S. Government under a formula established by the Act. Under the formula, the U.S. Government will generally pay 85% of covered terrorism losses during a calendar year that exceed our insurer deductible; however, this percentage payout will decrease by 1% each year after 2015 until it reaches 80% in 2020. The Act provides an annual cap on liability that limits the U.S. Government's payment as well as our liability for any amount of losses from certified acts of terrorism that, in the aggregate for the industry, exceeds \$100,000,000,000 in a calendar year. The portion of your quoted premium that is attributable to coverage for acts of terrorism is \$0 and does not include any charges for the portion of losses covered by the U.S. Government under the Act.

**Thank you for your business!**





PTS

**TexasMutual**<sup>®</sup>  
WORKERS' COMPENSATION INSURANCE

2200 Aldrich Street  
Austin, Texas 78723-3474

RECEIVED  
FEB 13 2019

0000229

**Action Required**

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

**CONFIDENTIALITY NOTICE:** This communication may contain confidential, proprietary or privileged information and is intended only for the person to whom the communication is addressed. If you are not the intended recipient, please immediately notify Texas Mutual's information services center at (800) 859-5995 or [information@texasmutual.com](mailto:information@texasmutual.com) and destroy all copies of the communication as your use, disclosure, copying or storage of the communication is prohibited and may be a violation of state or federal law.

2019-02-11

Print Cover Page



2/9/19

## Renewal Invoice Summary

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

**Regarding**  
WINNIE STOWELL HOSPITAL DISTRICT

**Renewal of policy no.**  
0001302975

**Renewal coverage period**  
3/12/19 to 3/12/20

**Quote no.**  
Q004176585

Dear Policyholder,

Thank you for giving us the opportunity to serve as your workers' compensation insurance provider. It's almost time to renew your Texas Mutual Insurance Company policy. This document is a proposal to continue your coverage. To avoid any lapse in coverage, please submit the amount below to Texas Mutual by the due date. This proposal assumes the same payment plan and network selection of your expiring policy. It is not to be used as proof of coverage.

If you have had any operational changes such as payroll updates, or if you have any questions, please contact your agent.

Sincerely,

Underwriting Team



January 26, 2019  
Invoice Number: 0121119012619  
Account Number: 8260 17 029 0121119  
Security Code: 1931  
Service At: 538 BROADWAY  
WSHD RM  
WINNIE TX 77665-7600

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FEB - 5 2019

Auto Pay Notice

**Contact Us**  
Visit us at [business.twc.com](http://business.twc.com)  
Or, call us at 1-866-519-1263

**SPECTRUM BUSINESS NEWS**

NOTE. Taxes, Fees and Charges listed in the Summary only apply to Spectrum Business TV and Spectrum Business Internet and are detailed on the following page. Taxes, Fees and Charges for Spectrum Business Voice are detailed in the Billing Information section.

**Summary** *Service from 02/05/19 through 03/04/19  
details on following pages*

Previous Balance	202.06
Payments Received -Thank You!	-202.06
Remaining Balance	\$0.00
Spectrum Business™ Internet	104.98
Spectrum Business™ Voice	89.98
Taxes, Fees and Charges	7.10
Current Charges	\$202.06
<i>YOUR AUTO PAY WILL BE PROCESSED 02/16/19</i>	
<b>Total Due by Auto Pay</b>	<b>\$202.06</b>

Other Providers Say they're the Best Value. We Prove It. We Mean Business. Get over 45+ top channels and the service to keep your customers happy. Call 1-877-401-8003 to get affordable, reliable TV service for your business today!

**Thank you for choosing Spectrum Business.**  
We appreciate your prompt payment and value you as a customer.

**Auto Pay.** Thank you for signing up for auto pay. Please note your payment may be drafted and posted to your Spectrum Business account the day after your transaction is scheduled to be processed by your bank.

January 26, 2019  
WINNIE STOWELL HOSPITAL

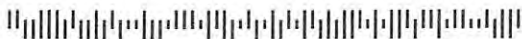
Invoice Number: 0121119012619  
Account Number: 8260 17 029 0121119  
Service At: 538 BROADWAY  
WSHD RM  
WINNIE TX 77665-7600



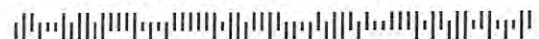
4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652  
8260 1700 NO RP 26 01272019 NNNNNNNN 01 008626 0031

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

**Total Due by Auto Pay** **\$202.06**



TIME WARNER CABLE  
PO BOX 60074  
CITY OF INDUSTRY CA 91716-0074



826017029012111900202069



WINNIE STOWELL HOSPITAL
Invoice Number: 0121119012619
Account Number: 8260 17 029 0121119
Security Code: 1931

Contact Us
Visit us at business.twc.com
Or, call us at 1-866-519-1263

8260 1700 NO RP 26 01272019 NNNNNNNN 01 008626 0031

Charge Details

Table with 3 columns: Description, Amount, and Balance. Rows include Previous Balance (202.06), EFT Payment (01/17, -202.06), and Remaining Balance (\$0.00).

Payments received after 01/26/19 will appear on your next bill.

Service from 02/05/19 through 03/04/19

Spectrum Business™ Internet

Table listing Spectrum Business Internet Plus (99.99) with sub-items like Web Hosting, Cloud Backup, and Security Suite. Other items include Business WiFi (4.99), Spectrum Domain Name (0.00), and Spectrum Vanity Email (0.00). Total is \$104.98.

Spectrum Business™ Voice

Table for Phone number (409) 296-1003, showing Spectrum Business Voice at 49.99, totaling \$49.99.

Table for Phone number (409) 400-4023, showing Spectrum Business Voice at 39.99, totaling \$39.99.

For additional call details, please visit business.twc.com/myaccount.

Table showing Spectrum Business™ Voice Total at \$89.98.

Taxes, Fees and Charges

Table with 2 columns: Description and Amount. Rows include State and Local Sales Tax (6.55), TWC State Cost Recovery Fee (0.55), and Taxes, Fees and Charges Total (\$7.10).

Table with 2 columns: Description and Amount. Rows include Current Charges (\$202.06) and Total Due by Auto Pay (\$202.06).

Billing Information

Tax and Fees - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice.

Terms & Conditions - Spectrum's detailed standard terms and conditions for service are located at spectrum.com/policies.

Notice - Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Spectrum provided services.

Recovery Fee - Spectrum imposes surcharges to recover costs of complying with its governmental obligations. Specifically, Spectrum chooses to impose the State Cost Recovery Fee to recover the cost of Spectrums Texas Margins Tax liability.

The following taxes, fees and surcharges are included in the price of the applicable service - TAXES: E911 EQUALIZATION SURCHARGE \$0.12, E911 FEE \$1.00, STATE AND LOCAL SALES TAX \$5.61. FEES AND CHARGES: FEDERAL UNIVERSAL SERVICE FUND \$3.56, STATE UNIVERSAL SERVICE FUND \$1.93, TX PUC RECOVERY FEE \$0.10.

Past Due Fee / Late Fee Reminder - A late fee will be assessed for past due charges for service.

Complaint Procedures - You have 60 days from the billing date to register a complaint if you disagree with your charges.

Visit Spectrum.com/stores for store locations. For questions or concerns, visit Spectrum.net/support or call 1-855-707-7328.

Your WAY can be the GREEN way!

GO GREEN with Spectrum Business.

Online Bill Pay is helping the environment one customer at a time. It's easy - all you need to do is sign up for Online Bill Pay. It will save you money on postage and time - and it will also save trees!

Enrolling is easy, just go to business.twc.com/myaccount. Each month, you'll receive a paperless e-bill that you pay online with your choice of payment options.

- Debit Card - Credit Card - Electronic Funds Transfer
• Receive a quick summary of your account at any time
• Access up to 6 months of statements

For questions or concerns, please call 1-866-519-1263.



**Lisa Rae Photo & Web Services**

PO Box 159  
Winnie, TX 77665  
(409)267-9985  
lisa@stramecki.com  
www.lisaraephoto.com



# INVOICE

**BILL TO**

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

**INVOICE # 1113**

**DATE 02/20/2019**

**DUE DATE 02/20/2019**

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ACTIVITY	DATE	QTY	RATE	AMOUNT
<b>Web Services</b> Manually add content per Sherrie	12/14/2018	1	25.00	25.00
<b>Photography</b> Headshots of Board Members - includes session time, edit time, and release for unmarked professional headshots to be used on website and other materials of use by WSHD	12/19/2018	1	300.00	300.00
<b>Web Services</b> Hosting Renewal (\$25/mth) wshd-tx.org - monthly hosting until 12/31/2019 - increase in price (\$20/mth to \$25/mth due to mthly bandwidth and space used on server)	01/01/2019	12	25.00	300.00
<b>Web Services</b> Domain renewal for .com and .net (annually \$30/ea) - wshd-tx.com is used for email - wshd-tx.net is forwarded to .net website - fee includes domain renewal and private registration	01/01/2019	2	30.00	60.00
<b>Web Services</b> Manually add content per Sherrie	01/10/2019	2	25.00	50.00
<b>Web Services</b> Add content per Sherrie and Hubert	01/25/2019	1	25.00	25.00
<b>Web Services</b> Update and upgrade software for website and server - upgraded server PHP version - upgraded software for content display - performed backup and maintenance	01/29/2019	3	25.00	75.00

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Please make checks payable to Lisa Rae Photo or Lisa Stramecki. Mail to  
PO Box 159 Winnie Texas 77665.

**BALANCE DUE**

**\$835.00**

<b>Year 2, 1st Qtr. Component 2, 3 and Lapsing Funds</b>	
Gross-Year 2, 1st Qtr. Component 2, 3, and Lapsing	\$2,580,549.65
Difference Bw IGT and 6 Payments (Reserve-Leave in Interbank)	(\$352,893.37)
<b>2019.2.15</b> -Transfer Amount (Gross Comp. 2, 3 and Lapsing Funds less Reserve Amount)	\$2,227,656.28
<b>2019.2.18</b> -Managers Incentive Payment	(\$1,290,274.83)
<b>2019.2.18</b> -Payment to LTC (Nov. 2018, Dec. 2018, and Jan. 2019)	(\$410,400.00)
Net to District following Payment to LTC	<b>\$526,981.45</b>
<b>10% IGT Reconciliation Payment</b>	
Payments Received	\$757,013.18
Payment to Managers	(\$378,506.59)
Net to District	<b>\$378,506.59</b>
<b>Net to District from Year 2, 1st Qtr. Component 2, 3 and Lapsing Funds and 10% Reconciliation</b>	<b>\$905,488.04</b>

## Balance Sheet

As of January 31, 2019

	<u>Jan 31, 19</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
100 Prosperity Bank -Checking	384,902.91
102 Prosperity Bank - CD#0447	106,008.26
104 Post Oak Bank - CD#9053	2,733,749.99
105 TexStar	673,707.94
107 Graham InterBank combined	5,815,155.59
108 Post Oak NHs Combined	<u>1,507,286.75</u>
<b>Total Checking/Savings</b>	11,220,811.44
<b>Other Current Assets</b>	
110 Sales Tax Receivable	116,206.43
114 Accounts Receivable NH	18,753,634.52
117 NH - QIPP Prog Receivable	5,181,538.04
118 Prepaid Expense	3,775.00
119 Prepaid IGT	<u>7,399,504.50</u>
<b>Total Other Current Assets</b>	31,454,658.49
<b>Total Current Assets</b>	42,675,469.93
<b>Fixed Assets</b>	
120 Equipment	140,654.96
125 Accumulated Depreciation	<u>-113,810.64</u>
<b>Total Fixed Assets</b>	26,844.32
<b>TOTAL ASSETS</b>	<b><u><u>42,702,314.25</u></u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
190 NH Payables Combined	1,507,103.71
201 NHP Accounts Payable	3,109,275.16
201.1 NH Payable - LTC	410,400.00
210.13 Loan Payable #13 QIPP 2	6,342,431.99
210.14 Loan Payable #14 QIPP 2	4,342,432.85
210.50 Loan Post Oak #3 QIPP 2	2,000,000.00
225 FUTA Tax Payable	112.00
230 SUTA Tax Payable	251.31
235 Payroll Liabilities	1,428.14
240 Accounts Payable NH	<u>16,151,110.07</u>
<b>Total Other Current Liabilities</b>	33,864,545.23
<b>Total Current Liabilities</b>	<u>33,864,545.23</u>
<b>Total Liabilities</b>	33,864,545.23
<b>Equity</b>	
300 Net Assets, Capital, net of	59,503.44
310 Net Assets-Unrestricted	4,755,312.01
Retained Earnings	3,985,942.97
Net Income	<u>37,010.60</u>
<b>Total Equity</b>	8,837,769.02
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u><u>42,702,314.25</u></u></b>



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

As of Jan. 31, 2019

Accrual Basis

	Jan 19	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
400 Sales Tax Revenue	48,622.43	500,000.00	-451,377.57	9.7%
405 Investment Income	1,832.98	10,000.00	-8,167.02	18.3%
409 Tobacco Settlement	0.00	11,500.00	-11,500.00	0.0%
415 Nursing Home - QIPP Program	2,009,976.00	23,350,738.00	-21,340,762.00	8.6%
<b>Total Income</b>	<b>2,060,431.41</b>	<b>23,872,238.00</b>	<b>-21,811,806.59</b>	<b>8.6%</b>
<b>Expense</b>				
500 Admin-Administrative Salary	4,000.00	52,000.00	-48,000.00	7.7%
504 Admin-Administrators PR Tax	321.91	4,500.00	-4,178.09	7.2%
505 Admin-Board Bonds	50.00	250.00	-200.00	20.0%
515 Admin-Bank Service Charges	30.00	360.00	-330.00	8.3%
521 Professional Fees - Acctng	3,281.25	15,000.00	-11,718.75	21.9%
522 Professional Fees-Auditing	0.00	25,000.00	-25,000.00	0.0%
523 Professional Fees - Legal	1,000.00	65,000.00	-64,000.00	1.5%
550 Admin-D&O / Liability Ins.	0.00	15,000.00	-15,000.00	0.0%
560 Admin-Cont Ed, Travel	0.00	9,100.00	-9,100.00	0.0%
561 Admin-Cont Ed-Medical Pers.	150.11	8,500.00	-8,349.89	1.8%
562 Admin-Travel&Mileage Reimb.	0.00	600.00	-600.00	0.0%
569 Admin-Meals	0.00	2,500.00	-2,500.00	0.0%
570 Admin-District/County Prom	0.00	5,000.00	-5,000.00	0.0%
571 Admin-Office Supplies/Post	120.57	6,800.00	-6,679.43	1.8%
572 Admin-Web Site	0.00	1,500.00	-1,500.00	0.0%
573 Admin-Copier Lease/Contract	133.42	1,800.00	-1,666.58	7.4%
575 Admin-Cell Phone Reimburse	150.00	1,800.00	-1,650.00	8.3%
576 Admin-Telephone/Internet	202.06	2,000.00	-1,797.94	10.1%
590 Admin-Election Cost	0.00	1,600.00	-1,600.00	0.0%
591 Admin-Notices & Fees	0.00	500.00	-500.00	0.0%
600 East Chambers ISD Partnersh	15,000.00	180,000.00	-165,000.00	8.3%
602 IC-WCH 1115 Waiver Prog	0.00	1,000,000.00	-1,000,000.00	0.0%
603a IC-Pharmaceutical Costs	6,735.84	85,000.00	-78,264.16	7.9%
604 IC-Non Hosp Cost-Other	0.00	10,000.00	-10,000.00	0.0%
604 IC-Non Hosp Costs UTMB	1,496.06	180,000.00	-178,503.94	0.8%
605 IC-Office Supplies/Postage	0.00	1,200.00	-1,200.00	0.0%
611 IC-Indigent Care Dir Salary	1,837.50	27,000.00	-25,162.50	6.8%
612 IC-Payroll Taxes -Ind Care	124.66	2,400.00	-2,275.34	5.2%
615 IC-Software	1,059.00	12,708.00	-11,649.00	8.3%
616 IC-Travel	0.00	550.00	-550.00	0.0%
617 IC -Youth Counseling	0.00	10,000.00	-10,000.00	0.0%
629 - Property Acquisition	0.00	100,000.00	-100,000.00	0.0%
630 NH Program-Mgt Fees	476,452.46	5,450,264.00	-4,973,811.54	8.7%
631 NH Program-IGT	1,057,071.60	12,450,207.00	-11,393,135.40	8.5%
633 NH Program-Acctg Fees	0.00	43,000.00	-43,000.00	0.0%
634 NH Program-Legal Fees	12,200.00	150,000.00	-137,800.00	8.1%
635 NH Program-LTC Fees	136,800.00	1,641,600.00	-1,504,800.00	8.3%
637 NH Program-Interest Expense	305,203.97	1,515,607.00	-1,210,403.03	20.1%
638 NH Program-Bank Fees & Misc	0.40			
653 Service Fee	0.00	100.00	-100.00	0.0%
<b>Total Expense</b>	<b>2,023,420.81</b>	<b>23,078,446.00</b>	<b>-21,055,025.19</b>	<b>8.8%</b>
<b>Net Income</b>	<b>37,010.60</b>	<b>793,792.00</b>	<b>-756,781.40</b>	<b>4.7%</b>

# WSHD Treasurers Report and Supporting Documents

Reporting Date: Wednesday, February 20, 2019

Pending Expenses	For	Amount	Funds Summary	Totals
Benckenstein & Oxford	Inv # 49181	\$20,625.00	Prosperity Operating	\$1,156,852.26
Hubert Oxford	1/2 Legal Retainer	\$500.00	Interbank (Prepaid Interest)	\$3,981,695.26
Josh Heinz	1/2 Legal Retainer	\$500.00	Prosperity CD	\$106,008.26
David Sticker	Inv #20776	\$1,781.25	TexStar	\$673,707.94
American Education Services	S Stern-Student Loan	\$150.23	Post Oak Bank LOC (Available)	\$700,000.00
Indigent Healthcare Solutions	IC Inv #67084	\$1,059.00	Net Cash Position (less Interbank)	\$2,636,568.46
Brookshire Brothers	Indigent Care	\$5,705.94	Pending Expenses	(\$47,146.61)
Brookshire Brothers-Winnie	Indigent Care Medicare	\$8.50	Ending Balance	<b>\$2,589,421.85</b>
<b>Last Month</b>				
Wilcox Pharmacy	Indigent Care	\$1,703.24	Prosperity Operating	\$599,526.53
UTMB at Galveston	Indigent Care (2 Invs)	\$9,654.20	Interbank	\$2,664,057.89
UTMB Faculty Group	Indigent Care (2 Invs)	\$3,165.04	Prosperity CD	\$106,008.26
Prosperity Bank	Credit Card (ACH)	\$828.80	TexStar	\$672,341.16
Function 4-Contract	Invs 377670 & 684852	\$80.28	Post Oak Bank LOC (Available)	\$700,000.00
The Seabreeze Becon	Inv 3373	\$79.63	Net Cash Position (less Interbank)	\$2,077,875.95
The Hometown Press	Inv 1792	\$28.50	Pending Expenses	(\$26,092.83)
TexasMutual (WC policy)	Quote Inv Q004176585	\$442.00	Ending Balance	<b>\$2,051,783.12</b>
Lisa Rae Photo & Web	Inv 1113	\$835.00		
<b>Total Pending Expenses</b>		<b>\$47,146.61</b>		

Expenses Incured Since Last Meeting			
Date	To	For	Amount
2019.01.31	Salt Creek Capital	Loan 13-Int (Month 8/10)	(\$88,794.05)
2019.01.31	Salt Creek Capital	Loan 14-Int (Month 1/10)	(\$60,794.06)
2019.2.1	Post Oak Bank	LOC Interest	(\$6,027.77)
2019.2.19	Managers	10% Excess IGT Repayment	(\$378,506.59)
2019.02.19	Managers	QIPP 2, Dec 2018 Comp. 1 Pmt.	(\$1,290,274.81)
2019.2.19	LTC Group	Nov, Dec 2018 & Jan 2019	(\$410,400.00)
<b>Total Expenses Incured Since Last Meeting</b>			<b>(\$2,242,769.50)</b>

Upcoming Transactions				
Anticipated Date	For	Upcoming Transactions	Income	Expenses
2/22/2019-2/28/2019	MCO	Jan. Component 1 Payment	\$988,298.86	
2/28/2019	Salt Creek Capital	Loan 13-Interest (Month 7/10)		(\$88,794.05)
2/28/2019	Salt Creek Capital	Loan 14-Interest (Month 1/10)		(\$60,794.06)
3/7/2019	Post Oak Bank	LOC Interest		(\$5,444.45)

**Outstanding Short Term Revenue Note**

<b>Loan 13-Principle</b>	\$6,342,431.99				
<b>Interest</b>	16.80%				
<b>Fund Received</b>	5/29/2018				
	<b>Date</b>	<b>Balance</b>	<b>Interest</b>	<b>Principal Rcvd.</b>	<b>Payment</b>
1	6/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
2	7/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
3	8/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
4	9/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
5	10/29/2018	\$6,342,431.99	\$88,795.05	\$936,302.74	\$88,795.05
6	11/30/2018	\$6,342,431.99	\$88,795.05	\$953,383.89	\$88,795.05
7	1/2/2019	\$6,342,431.99	\$88,795.05	\$1,012,174.09	\$88,795.05
8	1/31/2019	\$6,342,431.99	\$88,795.05	\$1,014,868.55	\$88,795.05
Reserve	2/19/2019	\$6,342,431.99	\$0.00	\$352,893.37	\$0.00
9	2/28/2019	\$6,342,431.99	\$88,795.05	\$988,298.86	\$88,795.05
10	3/29/2019	\$6,342,431.99	\$88,795.05	\$1,084,510.49	\$88,795.05
Payment	3/29/2019	\$0.00	\$0.00	\$6,342,431.99	\$6,342,431.99
			<b>\$887,950.50</b>	<b>\$6,342,431.99</b>	<b>\$7,230,382.49</b>

**Outstanding Short Term Revenue Note**

<b>Loan 14-Principle</b>	\$4,342,432.85				
<b>Interest</b>	16.80%				
<b>Fund Received</b>	11/29/2018				
	<b>Date</b>	<b>Balance</b>	<b>Interest</b>	<b>Principal Rcvd.</b>	<b>Payment</b>
1	1/2/2019	\$4,342,432.85	\$60,794.06	\$0.00	\$60,794.06
2	1/31/2019	\$4,342,432.85	\$60,794.06	\$0.00	\$60,794.06
3	2/28/2019	\$4,342,432.85	\$60,794.06	\$0.00	\$60,794.06
4	3/31/2019	\$4,342,432.85	\$60,794.06		
5	4/30/2019	\$4,342,432.85	\$60,794.06		
6	5/31/2019	\$4,342,432.85	\$60,794.06		
7	6/31/2019	\$4,342,432.85	\$60,794.06		
8	7/31/2019	\$4,342,432.85	\$60,794.06		
Reserve	8/22/2019-8/31/2019	\$4,342,432.85	\$0.00		
9	8/31/2019	\$4,342,432.85	\$60,794.06		
10	9/30/2019	\$4,342,432.85	\$60,794.06		
Payment	9/30/2019	\$0.00	\$0.00	\$4,342,432.85	\$4,342,432.85
			<b>\$607,940.60</b>	<b>\$4,342,432.85</b>	<b>\$4,950,373.45</b>

**Post Oak Bank Line of Credit**

<b>Principle</b>	\$2,700,000.00	<b>Principle Balance Owed</b>	\$2,000,000.00		
<b>Interest</b>	3.25%	<b>LOC Funds Available</b>	\$700,000.00		
<b>Line of Credit Available</b>	10/3/2018				
	<b>Date</b>	<b>Description</b>	<b>Withdrawal / Advance</b>	<b>Principle Payment</b>	<b>Interest</b>
	3/7/2019	Interest Payment			(\$5,444.45)

**District's Investments**

	<b>Amount</b>	<b>Percentage</b>	<b>From</b>	<b>To</b>	<b>Interest</b>
*CD at Post Oak Bank C.D. #9503	\$2,700,000.00	1.50%	12/1/2019	12/31/2019	\$33,749.99
CD at Prosperity (Qtr.) C.D. #0447	\$106,008.26	0.75%	1/1/2019	1/31/2019	Paid in Nov 2018
Texstar C.D. #1110	\$673,707.94	1.90%	1/1/2019	1/31/2019	\$1,366.78

TO THE BEST OF MY KNOWLEDGE, THESE FIGURES IN THE WSDH TREASURER'S REPORT AND SUPPORTING DOCUMENTS CORRECT AND IN COMPLIANCE WITH THE

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

\_\_\_\_\_  
Robert "Bobby" Way  
Treasurer/Investment Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\* Estimated amounts

WSHD Prosperity Checking Account Register  
January 16, 2019 to February 20, 2019

Date	Ref/Check	Description	Amount	Balance	Memo	Category
1/16/2019		ACH Payment LEASE DIRECT WEB PAY €	-\$133.42	\$584,393.11		
1/16/2019		Daily Ledger Bal		\$584,393.11		
1/18/2019		ACH Payment TIME WARNER CABL TW C	-\$202.06	\$584,191.05		
1/18/2019	2531	Check	-\$3,281.25	\$580,909.80		
1/18/2019		Daily Ledger Bal		\$580,909.80		
1/22/2019	2537	Check	-\$1,031.76	\$579,878.04		
1/22/2019	2538	Check	-\$464.30	\$579,413.74		
1/22/2019	2530	Check	-\$500.00	\$578,913.74		
1/22/2019	2528	Check	-\$12,200.00	\$566,713.74		
1/22/2019	2536	Check	-\$1,691.07	\$565,022.67		
1/22/2019		Daily Ledger Bal		\$565,022.67		
1/24/2019		ACH Payment INTUIT PAYROLL S QUICKI	-\$2,547.49	\$562,475.18		
1/24/2019	2533	Check	-\$1,059.00	\$561,416.18		
1/24/2019	2534	Check	-\$5,023.47	\$556,392.71		
1/24/2019		Daily Ledger Bal		\$556,392.71		
1/25/2019	2529	Check	-\$500.00	\$555,892.71		
1/25/2019		Daily Ledger Bal		\$555,892.71		
1/28/2019	2535	Check	-\$21.30	\$555,871.41		
1/28/2019		ACH Payment PROSPERITY BANK VISA F	-\$120.57	\$555,750.84		
1/28/2019		Daily Ledger Bal		\$555,750.84		
1/29/2019	2539	Check	-\$50.00	\$555,700.84		
1/29/2019		Daily Ledger Bal		\$555,700.84		
1/31/2019		Wire Transfer WIRE OUT WINNIE STOWE	-\$162,920.00	\$392,780.84		
1/31/2019		Wire Transfer Fee WIRE FEE	-\$20.00	\$392,760.84		
1/31/2019		Accr Earning Pymt Added to Account	\$466.20	\$393,227.04		
1/31/2019		Daily Ledger Bal		\$393,227.04		
2/1/2019		ACH Payment IRS USATAXPYMT 270943z	-\$84.00	\$393,143.04		
2/1/2019		ACH Payment IRS USATAXPYMT 270943z	-\$1,428.14	\$391,714.90		
2/1/2019		Daily Ledger Bal		\$391,714.90		
2/4/2019	2540	Check	-\$6,027.77	\$385,687.13		
2/4/2019		Daily Ledger Bal		\$385,687.13		
2/7/2019		ACH Payment INTUIT PAYROLL S QUICKI	-\$2,423.96	\$383,263.17		
2/7/2019		Daily Ledger Bal		\$383,263.17		
2/8/2019		ACH Deposit CPA STATE FISCAL INV-PA\	\$50,422.03	\$433,685.20		
2/8/2019		Daily Ledger Bal		\$433,685.20		
2/11/2019	2532	Check	-\$150.11	\$433,535.09		
2/11/2019		Daily Ledger Bal		\$433,535.09		
2/14/2019		ACH Deposit WINNIE-STOWELL H C G 11	\$15,035.68	\$448,570.77		
2/14/2019		ACH Deposit WINNIE-STOWELL H C GV 1	\$14,451.84	\$463,022.61		
2/14/2019		ACH Deposit WINNIE-STOWELL H C HP 1	\$11,667.51	\$474,690.12		
2/14/2019		ACH Deposit WINNIE-STOWELL H C MM	\$24,435.42	\$499,125.54		
2/14/2019		ACH Deposit WINNIE-STOWELL H C MMV	\$18,085.32	\$517,210.86		
2/14/2019		ACH Deposit WINNIE-STOWELL H C RH 1	\$11,271.96	\$528,482.82		
2/14/2019		ACH Deposit WINNIE-STOWELL H C SB 1	\$53,060.16	\$581,542.98		
2/14/2019	995039	Check	-\$15,000.00	\$566,542.98		
2/14/2019		Daily Ledger Bal		\$566,542.98		
2/15/2019		Wire Transfer Dep WIRE IN WINNIE-STOV	\$2,227,656.28	\$2,794,199.26		
2/15/2019		Daily Ledger Bal		\$2,794,199.26		
2/19/2019		Wire Transfer Dep WIRE IN HEALTHMARK	\$18,796.52	\$2,812,995.78		
2/19/2019		Wire Transfer Dep WIRE IN HEALTHMARK	\$22,173.30	\$2,835,169.08		
2/19/2019		Wire Transfer Dep WIRE IN HEALTHMARK	\$22,693.47	\$2,857,862.55		
2/19/2019		ACH Payment LEASE DIRECT WEB PAY €	-\$133.42	\$2,857,729.13		
2/19/2019		ACH Payment TIME WARNER CABL TW C	-\$202.06	\$2,857,527.07		
2/19/2019		Wire Transfer WIRE OUT LTC GROUP LLC	-\$410,380.00	\$2,447,147.07		
2/19/2019		Wire Transfer WIRE OUT REGENCY IHS N	-\$45,983.44	\$2,401,163.63		

2/19/2019	Wire Transfer WIRE OUT IHS OPCO III LL	-\$21,841.70	\$2,379,321.93
2/19/2019	Wire Transfer WIRE OUT IHS OPCO III LL	-\$19,527.32	\$2,359,794.61
2/19/2019	Wire Transfer WIRE OUT REGENCY IHS M	-\$76,085.86	\$2,283,708.75
2/19/2019	Wire Transfer WIRE OUT GARRISON	-\$45,356.80	\$2,238,351.95
2/19/2019	Wire Transfer WIRE OUT GOLDEN VILLA	-\$45,800.80	\$2,192,551.15
2/19/2019	Wire Transfer WIRE OUT Highland Park	-\$31,552.30	\$2,160,998.85
2/19/2019	Wire Transfer WIRE OUT Marsh Manor NR	-\$70,664.80	\$2,090,334.05
2/19/2019	Wire Transfer WIRE OUT MARSHALL MAN	-\$39,673.60	\$2,050,660.45
2/19/2019	Wire Transfer WIRE OUT Rose Haven	-\$32,549.32	\$2,018,111.13
2/19/2019	Wire Transfer WIRE OUT SPRING BRANC	-\$150,862.36	\$1,867,248.77
2/19/2019	Wire Transfer WIRE OUT PARK MANOR C	-\$50,596.00	\$1,816,652.77
2/19/2019	Wire Transfer WIRE OUT PARK MANOR C	-\$64,537.60	\$1,752,115.17
2/19/2019	Wire Transfer WIRE OUT PARK MANOR C	-\$56,368.00	\$1,695,747.17
2/19/2019	Wire Transfer WIRE OUT PARK MANOR H	-\$57,167.20	\$1,638,579.97
2/19/2019	Wire Transfer WIRE OUT PARK MANOR C	-\$67,201.60	\$1,571,378.37
2/19/2019	Wire Transfer WIRE OUT PARK MANOR W	-\$72,873.24	\$1,498,505.13
2/19/2019	Wire Transfer WIRE OUT PARK MANOR S	-\$57,696.38	\$1,440,808.75
2/19/2019	Wire Transfer WIRE OUT PARK MANOR T	-\$63,678.50	\$1,377,130.25
2/19/2019	Wire Transfer WIRE OUT PARK MANOR T	-\$51,040.00	\$1,326,090.25
2/19/2019	Wire Transfer WIRE OUT DEERBROOK	-\$54,372.98	\$1,271,717.27
2/19/2019	Wire Transfer WIRE OUT FRIENDSHIP HA	-\$63,678.50	\$1,208,038.77
2/19/2019	Wire Transfer WIRE OUT OPERATIONS M	-\$25,126.06	\$1,182,912.71
2/19/2019	Wire Transfer WIRE OUT SLP OPERATIO	-\$25,560.45	\$1,157,352.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,332.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,312.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,292.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,272.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,252.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,232.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,212.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,192.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,172.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,152.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,132.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,112.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,092.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,072.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,052.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,032.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,157,012.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,156,992.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,156,972.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,156,952.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,156,932.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,156,912.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,156,892.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,156,872.26
2/19/2019	Wire Transfer Fee WIRE FEE	-\$20.00	\$1,156,852.26
2/19/2019	Daily Ledger Bal		\$1,156,852.26

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

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

Hubert Oxford, IV

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

hoxfordiv@benoxford.com

February 19, 2019

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

Re: Winnie Stowell Hospital District; Billable Invoice for November 2018 Time Entries less Retainer; Our File No. 87250.

Dear President Murrell,

Attached, please find Benckenstein & Oxford's monthly time entry invoice for November 2018. This invoice is for \$21,625.00 but the amount due is \$20,625.00 after reducing the invoice by \$1,000.00 for the monthly retainer already paid.

Will you please review and let me know if there are any questions? If not, we would appreciate your payment of this invoice in the amount of \$20,625.00 representing the balance owed for November 2018.

With best wishes, I am

Sincerely,

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

By: 

Hubert Oxford, IV

Enclosure

# Benckenstein & Oxford, L.L.P.

3535 Calder Avenue, Suite 300  
Beaumont, TX 77706

February 19, 2019

**INVOICE #:** 49181 **HOIV**  
**Billed through:** November 30, 2018  
**Client/Matter #:** WSHD 87250

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

RE: Winnie-Stowell Hospital District

## PROFESSIONAL SERVICES RENDERED

11/01/18	HOIV	Worked with LTC to review 10% Holdback Fund payment and prepared e-mail to the Board explaining the payment.	3.70 hrs
11/01/18	HOIV	Read and reviewed e-mail from staff regarding the status of QIPP 1 QTR 4 Comp 2, 3, & Lapse and September QIPP 2 Qtr. 1 Comp 1	0.30 hrs
11/02/18	HOIV	Prepared draft set of Purchasing Policy and Procedures and Purchase Order Forms.	2.00 hrs
11/02/18	HOIV	Read e-mail from staff, Caring Healthcare, and HHSC regarding penalty fee for sending an application after the 45 day deadline for Caring facility and participated in conference call with Caring Healthcare regarding the fine to confirm this was their responsibility.	0.60 hrs
11/02/18	HOIV	Exchanged three (3) e-mails with LTC Group regarding HHSC's delay in paying QIPP 1 QTR 4 Comp 2, 3, & Lapse Funds.	0.30 hrs
11/05/18	HOIV	Prepared draft Purchasing Procedures and Purchase Order form and distributed to Board for review.	2.00 hrs
11/05/18	HOIV	Received e-mail from staff regarding Cigna Medicare Agreements; reviewed agreements; and responded to staff that the agreements were approved to be signed.	0.40 hrs
11/06/18	HOIV	Read e-mail and attached Hallettsville Medicare Provider Agreements.	0.60 hrs
11/07/18	HOIV	Prepared post election documents for review at the upcoming November 14, 2018 Regular Meeting and updated agenda for the meeting.	2.50 hrs
11/07/18	HOIV	Conference call with Board President to discuss upcoming meeting and post election procedures.	0.60 hrs
11/07/18	HOIV	Reviewed post election calendar and post election procedures and prepared documents for newly elected directors to execute at the upcoming meeting to canvas the election results.	2.40 hrs
11/07/18	HOIV	Exchanged three e-mails with staff and HMG regarding bank letters for Spindletop facility.	0.20 hrs
11/07/18	HOIV	Read and reviewed Medicaid renewal contracts for Garrison and Golden Villa between the District and Texas Health and Human Services Commission and provided authorization to execute agreements.	0.60 hrs



Client-	WSHD 87250	Invoice # 49181	PAGE	2
11/08/18	HOIV	Received QIPP Year 1, Qtr. 4, Component 2,3, and Lapsing Fund Spreadsheet and worked with LTC Group and Managers to reconcile the payments; responded to e-mails from Managers regarding payment amounts; and prepared e-mail to staff providing transfer instructions.	4.60 hrs	
11/09/18	HOIV	Drafted minutes for the October 17, 2018 Regular meeting and submitted to Board for review.	1.80 hrs	
11/09/18	HOIV	Exchanged two (2) e-mails with CEO of HMG to discuss status of introductions to accounts receivable lenders to provide assistance with the District's nursing home operations; participated in Conference call with Oxford Capital regarding loan assistance for nursing home operations; and gathered information on the Hospital District to provide Oxford Capital to justify consideration of the request; and drafted extensive e-mail to Oxford Capital in order to explain documents provided.	4.80 hrs	
11/09/18	HOIV	Worked with staff to verify transfer amounts for QIPP Component 2, 3, and lapsing funds from Interbank to Post Oak Bank.	0.80 hrs	
11/12/18	HOIV	Gathered documents and drafted three (3) e-mails to Bobby Way in order to assist with providing him with the background of the District, QIPP Program, and Uncompensated Care Program.	1.20 hrs	
11/12/18	HOIV	Received e-mail regarding QIPP IGT Suggestion for March 2019-August 2019; analyzed upcoming cash flow expectations for future QIPP IGTs; and then exchanged nine (9) e-mails and multiple conference calls with LTC Group and Salt Creek Capital regarding usage of the District's line of credit.	3.40 hrs	
11/12/18	HOIV	Worked with LTC Group and Caring Healthcare by exchanging eight (8) e-mails with both entities to resolve a discrepancy in the reconciliation for QIPP Year 1 Q4 Scorecard for Component 2, 3, and Lapsing funds; and analyzed Scorecards prepared by Texas Health and Human Services and LTC Group to identify the issue;	2.80 hrs	
11/12/18	HOIV	Gathered information newly elected Board member regarding a number of issues and matters involving the Hospital District and prepared three (3) e-mails to provide the information along with an explanation of the documents.	2.10 hrs	
11/13/18	HOIV	Assisted LTC Group to reconcile waterfall Component 1 payments to Managers owed to them as part of the Component 1 adjustments agreed to by the Managers and District in order to mitigate shortfall between first six (6) Component 1 payments and IGT by preparing spreadsheets that demonstrate payment terms as agreed to in the amendments to Management Agreement.	1.80 hrs	
11/13/18	HOIV	Receipt and review of six (6) e-mails with Regency CFO regarding documents Regency requested the District agree to with the accounts receivable lender in order to add LaGrange and Hallettsville to their accounts receivable line of credit.	0.80 hrs	
11/13/18	HOIV	Receipt and review of e-mail from LTC with models for QIPP Year 3 structures at different funding amounts and participated in conference call with LTC for further explanation.	1.20 hrs	
11/13/18	HOIV	Received Loan 14 Principle and Interest schedule and prepared loan documents for review with Salt Creek Capital; and then made changes as requested by Salt Creek.	2.30 hrs	

Client-	WSHD 87250	Invoice # 49181	PAGE	3
11/13/18	HOIV	Exchanged three (3) e-mails and reviewed attached spreadsheets prepared by LTC Group regarding 2nd Quarter QIPP Scorecard - Distribution methodology on April 4, 2018 to verify the District was paying Managers the waterfall Component 1 payments consistently.	1.60 hrs	
11/13/18	HOIV	Received DY7 Uncompensated Care Intergovernmental Transfer spreadsheet from the State of Texas; reviewed spreadsheet; and prepared an e-mail to the Board explaining that the District had until November 19, 2019 to submit its IGT.	0.80 hrs	
11/14/18	HOIV	Prepare for and attend Regular Monthly Meeting.	4.00 hrs	
11/14/18	HOIV	Exchanged six (6) e-mails with Winnie Community Hospital regarding the DY7 Uncompensated Care Intergovernmental Transfer amount; explanation for the amount; and date the payment is due.;	1.40 hrs	
11/14/18	HOIV	Participated in ten (10) e-mails with LTC Group and Managers to provide Managers with the District's reconciliation for Year 1 Q4 Scorecard for Component 2, 3 and Lapsing funds and the Q1/Q2 Comp 1 Funds distribution and equalization of Q3/Q4 Comp 1 Funds.	1.30 hrs	
11/15/18	HOIV	Prepared e-mail to County Clerk to provide her with canvass results adopted at November 14, 2019 Regular Meeting.	0.20 hrs	
11/15/18	HOIV	Prepared agenda for upcoming Special Meeting.	0.30 hrs	
11/15/18	HOIV	Prepared public notice for upcoming 2019 Budget public hearing and submitted to the Hometown Press for publication.	0.40 hrs	
11/15/18	HOIV	Prepared extensive e-mail to District Board explaining upcoming Intergovernmental Transfer for DY7 and future of Uncompensated Care program due to the change in measurements to Charity Care.	1.80 hrs	
11/15/18	HOIV	Receipt and review of e-mail from Texas Secretary of State regarding precinct by precinct report and due date; reviewed report and County Clerk's website to verify information needed to complete the report was available.	0.80 hrs	
11/16/18	HOIV	Participated in conference calls with New Light, Hospital, and Auditor to obtain information for Uncompensated Care Program and future of the program; researched status of Charity Care; and drafted extensive e-mail to Board member to update them on findings.	3.70 hrs	
11/18/18	HOIV	Gathered information for upcoming Special Meeting; reviewed presentation to be given at Special Meeting; and participated in multiple conference calls with the Hospital personnel to inquire about information included and excluded from proposed presentation.	2.80 hrs	
11/19/18	HOIV	Prepared for and attended Special Meeting.	4.00 hrs	
11/19/18	HOIV	Exchanged five (5) e-mails with Hospital after Special Meeting that the District was going to timely file IGT Commitment form.	0.50 hrs	
11/19/18	HOIV	Exchanged four (4) e-mails with Managers advising them that the District was going to make the Intergovernmental Transfer for QIPP Year 2, 3rd and 4th Quarters.	0.40 hrs	
11/20/18	HOIV	Gathered information for Precinct by Precinct Report and began preparing responses to report after converting the County's information into a	3.40 hrs	

spreadsheet in order to tabulate the requested numbers.

11/21/18	HOIV	Prepared e-mail to Board members regarding revised Intergovernmental Transfer amounts for the third DY7 Uncompensated Care payment period.	0.70 hrs
11/21/18	HOIV	Receipt and reviewed revised DY7 IGT amounts for the Uncompensated Care Program and participated in conference calls with staff for the Hospital, New Light, and Hospital District to get an explanation for the Board why the amounts dropped significantly.	1.40 hrs
11/26/18	HOIV	Continued review of Regency documents for Hallettsville and LaGrange and exchanged four (4) e-mails with Regency CFO regarding proposed changes to the documents that protect the District from changes to Management Agreements or financial obligations.	2.70 hrs
11/26/18	HOIV	Conference call with Secretary of State's office and finalized Precinct by Precinct report for the State of Texas.	1.40 hrs
11/27/18	HOIV	Began review QIPP Income and Cash Flow and budget Income spreadsheets to reconcile 2018 actual versus budgeted numbers and prepare 2019 nursing home revenues and expenses.	2.50 hrs
11/27/18	HOIV	Received e-mail from Regency responding to proposed changes and questions concerning the Agreements with Accounts Receivable Lender for Hallettsville and LaGrange; and exchanged e-mail with counsel for Liberty to verify statements in the Regency e-mail concerning the documents were uniform among all Regency facilities subject to the Agreements	0.80 hrs
11/28/18	HOIV	Reviewed QIPP Income and Cash Flow and budget Income spreadsheets to reconcile 2018 actual versus budgeted numbers and prepare 2019 nursing home revenues and expenses.	4.00 hrs
11/29/18	HOIV	Exchanged six (6) e-mails with staff and Salt Creek Capital confirming IGT amount, Loan 14 amount; and amount of District's line of credit to be utilized.	0.70 hrs
11/29/18	HOIV	Finalized Regency accounts receivable loan documents for Hallettsville and La Grange Facility and submitted to client for execution.	1.10 hrs
		<b>Total fees for this matter</b>	<b>\$21,625.00</b>

**BILLING SUMMARY:**

Oxford, IV Hubert	86.50 hrs @	\$250.00 /hr	\$21,625.00
<b>TOTAL FEES</b>			<b>\$21,625.00</b>
<b>TOTAL CHARGES FOR THIS INVOICE</b>			<b>\$21,625.00</b>
<b>RETAINER</b>			<b>\$1,000.00 CR</b>
<b>TOTAL BALANCE NOW DUE</b>			<b>\$20,625.00</b>

Federal ID# 74-1646478

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

**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

02/13/2019

Invoice # 20776

**Professional Services**

	<u>Amount</u>
02/13/19 1-8-19 Review payroll issue regarding Quickbooks. 1.00 Hrs.	1,781.25
1-14-19 Review Quickbooks, reconciliations, begin year end entries. 3.75 Hrs.	
1-15-19 Complete books and run reports for the board meeting. 4.25 Hrs.	
1-16-19 Board meeting 2.50 Hrs.	
1-23-19 Prepare quarterly (941, TWC) and annual (940, W-2's) payroll reports as of December 31, 2018. Prepare and transmit W-2s and 1099s to governmental agency. 2.75 Hrs.	
<b>Total 14.25 Hrs @ \$125.00 = \$1,781.25</b>	
For professional services rendered	<u>\$1,781.25</u>
Balance due	<u>\$1,781.25</u>

***Invoices Due Upon Receipt***



RECEIVED  
FEB 14 2019

**1040** YOUR 2018 TAX INFO IS NOW ONLINE!  
W-2  
aesSuccess.org/GetTaxInfo

03502103037601



February 4, 2019

# MONTHLY BILL

Name: SHERRY STERN  
Account Number: 92 5529 5461

*Pd Late 150.11*

Payment Summary	
Last Payment Received	12/26/2018
<u>Amount Past Due</u>	\$150.20
Current Payment Due	\$150.14
<b>Total Due by 02/25/2019</b>	<b>\$300.34</b>

## YOUR LOAN DETAILS

Loan Sequence	Date Disbursed	Loan Program	Original Balance	Current Balance	Outstanding Interest	Interest Rate	Monthly Payment	Past Due	Current Due
*1002	11/29/2006	SUBCNS	\$13,150.00	\$6,000.75	\$24.66	3.750%	\$90.67	\$90.71	\$90.67
*1001	11/29/2006	UNCNS	\$8,625.28	\$3,935.65	\$16.17	3.750%	\$59.47	\$59.49	\$59.47

Outstanding interest accrued as of 02/04/2019



### YOU HAVE MISSED SOME PAYMENTS!

Sometimes life doesn't go as planned and your financial situation may change. If you can't afford your payments, there may be options that can help. Visit [aesSuccess.org/TroublePaying](http://aesSuccess.org/TroublePaying).

Your account contains at least one loan that is past due. Depending on the terms of your loan agreement(s) and the level of delinquency, these loans may require payment prior to the due date shown on this statement to avoid default and/or acceleration of the debt. Please contact us immediately at 800.233.0557 to discuss.

If you are having trouble making payments, you can also visit [AesSuccess.org/TroublePaying](http://AesSuccess.org/TroublePaying).

\*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.

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 LAST PAGE)

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

Account Number:

Due Date:

Total Amount Due:

92 5529 5461

02/25/2019

\$

\$300.34

20190350192552954611000030034000000000000000002

#BWNDHKB  
#B612 1327 2502 04L9#  
SHERRY STERN  
9302 EAGLES LNDG  
MAGNOLIA TX 77354-6865



AMERICAN EDUCATION SERVICES  
P.O. BOX 65093  
BALTIMORE, MD 21264-5093

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

Invoice # 67401

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

RECEIVED

FEB - 5 2019

Date: 2/1/2019

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

Terms: Net receipt of invoice

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Professional services for the month of March 2019 1,059.00

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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

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 01/31/19-01/31/19

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

Vendor #: 65460

GL #	Description	Amount
WSHD	Wshd	5,705.94
<b>Expenditures</b>		<b>5,705.94</b>
<b>Reimb/Adjustments</b>		
<b>Grand Total</b>		<b>5,705.94</b>

32 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2475*65460*26	WSHD	01/23/2019	26.66	26.66
036-2475*65460*26	WSHD	01/09/2019	34.40	34.40
036-2475*65460*26	WSHD	01/09/2019	30.23	30.23
036-2475*65460*26	WSHD	01/09/2019	13.24	13.24
036-2475*65460*26	WSHD	01/09/2019	45.50	45.50
036-2815*65460*18	WSHD	01/02/2019	978.35	827.80
036-2815*65460*18	WSHD	01/02/2019	78.75	78.75
036-2815*65460*18	WSHD	01/14/2019	28.61	28.61
036-2865*65460*2	WSHD	01/16/2019	43.94	43.94
036-2865*65460*2	WSHD	01/16/2019	475.52	367.55
036-2865*65460*2	WSHD	01/22/2019	26.66	26.66
036-3067*65460*16	WSHD	01/28/2019	53.40	53.40
036-3067*65460*16	WSHD	01/30/2019	7.79	7.79
036-3067*65460*16	WSHD	01/10/2019	7.83	7.83
036-3217*65460*30	WSHD	01/29/2019	25.46	25.46
036-3217*65460*30	WSHD	01/31/2019	55.47	55.47
036-3363*65460*12	WSHD	01/09/2019	138.00	138.00
036-3413*65460*36	WSHD	01/11/2019	85.92	63.76
036-3413*65460*36	WSHD	01/11/2019	26.35	26.35
036-3413*65460*36	WSHD	01/11/2019	14.90	14.90
036-3413*65460*36	WSHD	01/21/2019	6.81	6.81
036-3432*65460*36	WSHD	01/07/2019	5.63	5.63
036-3432*65460*36	WSHD	01/07/2019	7.60	7.60
036-3432*65460*36	WSHD	01/07/2019	36.32	36.32
1011*65460*33	WSHD	01/25/2019	49.66	45.21
1011*65460*33	WSHD	01/29/2019	554.85	363.32
1019*65460*29	WSHD	01/02/2019	36.28	36.28
1019*65460*29	WSHD	01/02/2019	28.67	28.67
1019*65460*29	WSHD	01/02/2019	5.63	5.63
1019*65460*29	WSHD	01/02/2019	56.96	56.96
1019*65460*29	WSHD	01/02/2019	6.74	6.74
1024*65460*28	WSHD	01/14/2019	9.56	8.71
1024*65460*28	WSHD	01/14/2019	13.75	13.75
1024*65460*28	WSHD	01/22/2019	12.00	12.00

**GL Totals**

Issued 02/06/19

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 01/31/19-01/31/19

Brookshire Bros. Phar. (Winnie)

Vendor #: 65460

P.O. Box 1359

Winnie, TX 77665

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1024*65460*28	WSHD	01/23/2019	41.39	41.39
1038*65460*26	WSHD	01/02/2019	145.07	145.07
1038*65460*26	WSHD	01/02/2019	231.00	231.00
1038*65460*26	WSHD	01/02/2019	40.00	40.00
1046*65460*22	WSHD	01/22/2019	11.07	11.07
1046*65460*22	WSHD	01/31/2019	30.84	30.84
1046*65460*22	WSHD	01/31/2019	36.32	36.32
1046*65460*22	WSHD	01/31/2019	34.52	34.52
1046*65460*22	WSHD	01/31/2019	33.77	33.77
1049*65460*22	WSHD	01/05/2019	40.94	40.94
1049*65460*22	WSHD	01/02/2019	80.70	80.70
1049*65460*22	WSHD	01/29/2019	12.00	12.00
1054*65460*21	WSHD	01/31/2019	432.31	346.49
1061*65460*14	WSHD	01/10/2019	9.34	9.34
1066*65460*4	WSHD	01/04/2019	6.50	6.50
1066*65460*4	WSHD	01/04/2019	28.42	28.42
1066*65460*4	WSHD	01/08/2019	12.00	12.00
1066*65460*4	WSHD	01/24/2019	17.93	17.93
1066*65460*4	WSHD	01/24/2019	44.08	44.08
1079*65460*11	WSHD	01/31/2019	51.22	51.22
1091*65460*11	WSHD	01/02/2019	541.00	430.41
1091*65460*11	WSHD	01/08/2019	21.82	21.82
1096*65460*8	WSHD	01/28/2019	7.49	7.49
1096*65460*8	WSHD	01/28/2019	9.90	9.90
1096*65460*8	WSHD	01/09/2019	15.00	15.00
1096*65460*8	WSHD	01/09/2019	6.10	6.10
1098*65460*9	WSHD	01/02/2019	74.96	74.96
1098*65460*9	WSHD	01/11/2019	16.73	16.73
1098*65460*9	WSHD	01/25/2019	6.36	6.36
1098*65460*9	WSHD	01/25/2019	27.39	27.39
1103*65460*8	WSHD	01/07/2019	74.43	57.83
1106*65460*6	WSHD	01/17/2019	11.66	10.33
1106*65460*6	WSHD	01/23/2019	6.56	6.56
1106*65460*6	WSHD	01/23/2019	12.92	12.92
1106*65460*6	WSHD	01/23/2019	18.71	13.29
1106*65460*6	WSHD	01/23/2019	21.26	15.23
1106*65460*6	WSHD	01/24/2019	25.93	25.93
1106*65460*6	WSHD	01/11/2019	6.13	6.13
1107*65460*5	WSHD	01/11/2019	481.08	481.08
1107*65460*5	WSHD	01/15/2019	26.35	26.35
1111*65460*4	WSHD	01/09/2019	6.24	6.24
1111*65460*4	WSHD	01/09/2019	5.72	5.72
1111*65460*4	WSHD	01/18/2019	5.96	5.96
1111*65460*4	WSHD	01/24/2019	10.00	10.00
1111*65460*4	WSHD	01/24/2019	76.78	76.78
1112*65460*3	WSHD	01/04/2019	85.92	63.76
1112*65460*3	WSHD	01/04/2019	7.34	7.34



**GL Totals**

Issued 02/06/19

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 01/31/19-01/31/19

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

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1116*65460*3	WSHD	01/21/2019	85.92	63.76
1116*65460*3	WSHD	01/30/2019	10.00	10.00
1118*65460*2	WSHD	01/31/2019	32.99	32.99
1118*65460*2	WSHD	01/03/2019	32.99	32.99
1121*65460*2	WSHD	01/28/2019	27.05	27.05
1122*65460*2	WSHD	01/31/2019	6.73	6.73
1122*65460*2	WSHD	01/31/2019	6.20	6.20
1122*65460*2	WSHD	01/31/2019	7.67	7.67
1123*65460*2	WSHD	01/02/2019	85.92	63.76
1123*65460*2	WSHD	01/02/2019	35.09	35.09
1123*65460*2	WSHD	01/02/2019	160.89	160.89
1124*65460*2	WSHD	01/17/2019	7.67	7.67
<b>32 invoices, 93 line items</b>	***		<b>6,475.72</b>	<b>5,705.94</b>
<b>Grand Totals</b>			<b>6,475.72</b>	<b>5,705.94</b>

**32 total invoices**  
**93 total line items**

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 01/31/19-01/31/19

Brookshire Brothers Store #1002  
Po Box 1359

Vendor #: 1002

GL #	Description	Amount
WSHD	Wshd	8.50
	<b>Expenditures</b>	<b>8.50</b>
	<b>Reimb/Adjustments</b>	
	<b>Grand Total</b>	<b>8.50</b>

1 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1011*1002*6	WSHD	01/15/2019	8.50	8.50
<b>1 invoices, 1 line items</b>	<b>***</b>		<b>8.50</b>	<b>8.50</b>
<b>Grand Totals</b>			<b>8.50</b>	<b>8.50</b>

1 total invoices

1 total line items

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 01/31/19-01/31/19

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

Vendor #: 18651

GL #	Description	Amount
WSHD	Wshd	1,703.24
<b>Expenditures</b>		<b>1,703.24</b>
<b>Reimb/Adjustments</b>		
<b>Grand Total</b>		<b>1,703.24</b>

14 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2783*18651*92	WSHD	01/21/2019	25.00	25.00
036-2783*18651*92	WSHD	01/23/2019	38.00	38.00
036-2783*18651*92	WSHD	01/21/2019	50.00	39.84
036-2783*18651*92	WSHD	01/21/2019	50.00	50.00
036-2942*18651*86	WSHD	01/24/2019	389.93	306.35
036-2942*18651*86	WSHD	01/24/2019	29.75	29.75
036-3364*18651*59	WSHD	01/30/2019	42.61	21.19
036-3364*18651*59	WSHD	01/30/2019	24.00	24.00
036-3364*18651*59	WSHD	01/30/2019	24.00	24.00
036-3364*18651*59	WSHD	01/30/2019	23.62	12.76
036-3364*18651*59	WSHD	01/30/2019	22.87	22.87
1006*18651*5	WSHD	01/14/2019	6.67	4.86
1006*18651*5	WSHD	01/14/2019	55.66	27.61
1008*18651*23	WSHD	01/02/2019	15.84	11.08
1008*18651*23	WSHD	01/03/2019	17.89	12.48
1008*18651*23	WSHD	01/02/2019	44.97	44.97
1040*18651*24	WSHD	01/25/2019	27.67	19.81
1075*18651*11	WSHD	01/03/2019	25.00	25.00
1075*18651*11	WSHD	01/02/2019	30.00	25.93
1075*18651*11	WSHD	01/14/2019	46.14	22.86
1075*18651*11	WSHD	01/28/2019	48.86	48.86
1086*18651*11	WSHD	01/02/2019	53.12	26.35
1086*18651*11	WSHD	01/02/2019	20.00	20.00
1086*18651*11	WSHD	01/23/2019	79.50	69.23
1093*18651*6	WSHD	01/07/2019	292.28	137.28
1093*18651*6	WSHD	01/02/2019	25.00	25.00
1095*18651*4	WSHD	01/03/2019	7.21	5.10
1095*18651*4	WSHD	01/15/2019	56.11	45.21
1095*18651*4	WSHD	01/15/2019	13.78	7.95
1095*18651*4	WSHD	01/15/2019	9.86	8.53
1095*18651*4	WSHD	01/15/2019	48.60	24.11
1102*18651*5	WSHD	01/04/2019	407.61	262.53
1102*18651*5	WSHD	01/04/2019	79.87	38.91
1102*18651*5	WSHD	01/04/2019	97.94	47.30

Issued 02/14/19

**GL Totals**Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 01/31/19-01/31/19Wilcox Pharmacy  
P. O. Box 1850  
Winnie, TX 77665

Vendor #: 18651

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1104*18651*7	WSHD	01/08/2019	10.75	6.64
1104*18651*7	WSHD	01/08/2019	12.29	7.79
1104*18651*7	WSHD	01/08/2019	25.00	25.00
1110*18651*5	WSHD	01/07/2019	9.77	4.27
1110*18651*5	WSHD	01/07/2019	75.61	36.94
1125*18651*1	WSHD	01/31/2019	56.11	45.21
1125*18651*1	WSHD	01/31/2019	9.86	8.53
1125*18651*1	WSHD	01/31/2019	17.16	14.14
<b>14 invoices, 42 line items</b>			<b>2,445.91</b>	<b>1,703.24</b>
<b>Grand Totals</b>			<b>2,445.91</b>	<b>1,703.24</b>

14 total invoices  
42 total line items

**GL Totals**

Issued 02/20/19

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 01/30/19-01/30/19

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

Vendor #: 63614

GL #	Description	Amount
WSHD	Wshd	2,870.63
	<b>Expenditures</b>	<b>2,870.63</b>
	<b>Reimb/Adjustments</b>	
	<b>Grand Total</b>	<b>2,870.63</b>

10 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2475*63614*5	WSHD	11/15/2018	1,853.00	444.72
1006*63614*1	WSHD	01/24/2019	1,828.00	438.72
1066*63614*1	WSHD	01/15/2019	443.00	106.32
1075*63614*6	WSHD	01/14/2019	323.00	77.52
1086*63614*2	WSHD	12/03/2018	499.00	119.76
1091*63614*6	WSHD	01/24/2019	323.00	77.52
1093*63614*2	WSHD	01/24/2019	558.00	133.92
1111*63614*2	WSHD	12/31/2018	482.00	115.68
1111*63614*2	WSHD	12/31/2018	395.00	94.80
1114*63614*2	WSHD	01/25/2019	757.00	181.68
1116*63614*2	WSHD	12/20/2018	4,499.95	1,079.99

10 invoices, 11 line items

\*\*\*

**11,960.95**      **2,870.63**

**Grand Totals**

**11,960.95**      **2,870.63**

10 total invoices

11 total line items

**GL Totals**

Issued 02/11/19

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 01/31/19-01/31/19

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

Vendor #: 63614

GL #	Description	Amount
WSHD	Wshd	6,783.57
	<b>Expenditures</b>	<b>6,783.57</b>
	<b>Reimb/Adjustments</b>	
	<b>Grand Total</b>	<b>6,783.57</b>

9 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2783*63614*7	WSHD	11/06/2018	918.00	220.32
036-2815*63614*5	WSHD	12/02/2018	4,196.95	1,007.27
1075*63614*5	WSHD	12/06/2018	10,105.50	2,425.32
1081*63614*2	WSHD	11/29/2018	617.00	148.08
1081*63614*2	WSHD	12/03/2018	1,828.00	438.72
1081*63614*2	WSHD	12/04/2018	323.00	77.52
1086*63614*1	WSHD	12/03/2018	1,468.04	352.33
1091*63614*5	WSHD	11/07/2018	179.00	42.96
1096*63614*3	WSHD	12/11/2018	904.00	216.96
1102*63614*4	WSHD	12/06/2018	6,328.38	1,518.81
1102*63614*4	WSHD	12/06/2018	688.00	165.12
1114*63614*1	WSHD	12/06/2018	709.00	170.16

9 invoices, 12 line items

\*\*\*

**28,264.87**      **6,783.57**

**Grand Totals**

**28,264.87**      **6,783.57**

9 total invoices

12 total line items

**GL Totals**

Issued 02/20/19

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 01/30/19-01/30/19

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

Vendor #: 63615  
NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	498.76
	<b>Expenditures</b>	<b>498.76</b>
	<b>Reimb/Adjustments</b>	
	<b>Grand Total</b>	<b>498.76</b>

7 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1006*63615*1	WSHD	01/24/2019	183.00	68.33
1066*63615*1	WSHD	01/15/2019	415.00	116.20
1075*63615*6	WSHD	01/14/2019	183.00	39.92
1093*63615*2	WSHD	01/24/2019	273.00	65.29
1093*63615*2	WSHD	01/24/2019	23.00	7.70
1111*63615*2	WSHD	12/31/2018	270.00	56.08
1111*63615*2	WSHD	12/31/2018	35.00	13.15
1114*63615*2	WSHD	01/25/2019	273.00	65.29
1116*63615*2	WSHD	12/20/2018	48.00	13.21
1116*63615*2	WSHD	12/20/2018	10.00	2.29
1116*63615*2	WSHD	12/20/2018	178.00	51.30
<b>7 invoices, 11 line items</b>			<b>1,891.00</b>	<b>498.76</b>
<b>Grand Totals</b>			<b>1,891.00</b>	<b>498.76</b>

7 total invoices

11 total line items

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 01/31/19-01/31/19

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

Vendor #: 63615  
NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	2,666.28
<b>Expenditures</b>		<b>2,666.28</b>
<b>Reimb/Adjustments</b>		
<b>Grand Total</b>		<b>2,666.28</b>

11 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2475*63615*2	WSHD	11/15/2018	273.00	65.29
036-2783*63615*6	WSHD	11/06/2018	270.00	75.60
036-2815*63615*6	WSHD	12/12/2018	162.00	58.06
1008*63615*6	WSHD	11/16/2018	30.00	10.26
1075*63615*5	WSHD	12/06/2018	640.00	440.00
1075*63615*5	WSHD	12/06/2018	336.00	336.00
1075*63615*5	WSHD	12/06/2018	2,046.00	572.88
1075*63615*5	WSHD	12/06/2018	850.00	238.00
1081*63615*3	WSHD	12/04/2018	270.00	56.08
1081*63615*3	WSHD	11/29/2018	195.00	73.78
1081*63615*3	WSHD	11/29/2018	93.00	42.34
1081*63615*3	WSHD	12/03/2018	195.00	68.00
1086*63615*1	WSHD	12/03/2018	23.00	8.02
1086*63615*1	WSHD	12/03/2018	273.00	65.29
1086*63615*1	WSHD	12/03/2018	148.00	41.44
1091*63615*6	WSHD	11/07/2018	95.00	26.60
1096*63615*2	WSHD	12/11/2018	165.00	61.58
1096*63615*2	WSHD	12/11/2018	93.00	42.34
1096*63615*2	WSHD	11/13/2018	273.00	65.29
1096*63615*2	WSHD	11/13/2018	183.00	39.92
1102*63615*4	WSHD	12/06/2018	75.00	36.56
1102*63615*4	WSHD	12/06/2018	165.00	61.27
1102*63615*4	WSHD	12/06/2018	110.00	30.80
1114*63615*1	WSHD	12/06/2018	23.00	6.44
1114*63615*1	WSHD	12/06/2018	513.00	118.78
1114*63615*1	WSHD	12/06/2018	68.00	25.66
<b>11 invoices, 26 line items</b>	<b>***</b>		<b>7,567.00</b>	<b>2,666.28</b>

<b>Grand Totals</b>		<b>7,567.00</b>	<b>2,666.28</b>
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11 total invoices  
26 total line items





Corporate Number **000794480480003606**  
 Account Number **000405469990003606**  
 Statement Closing Date 01/31/2019  
 Days This Period 31  
 Payment Amount Due \$42.00  
 Payment Due Date **AUTO PAY** 02/25/2019

Previous Account Balance \$120.57  
 (-) Payments and Credits \$120.57  
 (+) Purchases and Debits \$828.80  
 (+) **FINANCE CHARGES** \$0.00  
 (=) **New Ending Balance** \$828.80  
 Credit Limit: \$10,000.00  
 Available Credit: \$9,171.20



**ACCOUNT SUMMARY**

WINNIE STOWELL HOSPITAL  
 PO BOX 1997  
 WINNIE TX 77665-1997

RECEIVED  
 FEB 11 2019

Interest YTD \$0.00  
 Cycle Days 31  
 Total Number of Disputes 0  
 Total Amount of Disputes \$0.00  
 Total Amount Past Due: \$0.00

**Questions?** View your account information online at [www.prosperitybankusa.com](http://www.prosperitybankusa.com) or call our Customer Service Center toll free at 1-855-340-8771 or 1-301-945-5745.

**Send Billing Inquiries and Correspondence to:** Card Services, P.O. Box 183258, Columbus, OH 43218-3258.

**Mail Payments to:** Prosperity Bank, Department #350, P O Box 21228, Tulsa, Ok 74121-1228.

**ACCOUNT BALANCES AND FINANCE CHARGES**

Plan ID	Plan Description	Previous Balance	Purchases/Debits	Payments/Credits	FINANCE CHARGE	Current Balance
10001	CASH ADVANCE PLAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10002	PURCHASE PLAN	\$120.57	\$828.80	\$120.57	\$0.00	\$828.80
10003	BALANCE TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Plan ID	Plan Description	Transfer In	Transfer Out	Minimum Payment	Avg Daily Balance	Base Rate	Actuarial APR
10001	CASH ADVANCE PLAN	\$0.00	\$0.00	\$0.00	\$0.00	.0990000	9.90%
10002	PURCHASE PLAN	\$0.00	\$0.00	\$42.00	\$0.00	.0990000	9.90%
10003	BALANCE TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	.0990000	9.90%

TEAR OFF THIS PAYMENT STUB AND MAIL WITH YOUR CHECK OR MONEY ORDER TO THE ADDRESS BELOW.

Check this box to indicate any **ADDRESS CHANGES** detailed on back.

PROSPERITY BANK  
 402 CYPRESS ST. SUITE 100  
 ABILENE, TX 79601-5123

ACCOUNT NUMBER	PAYMENT DUE DATE	PLEASE WRITE TOTAL AMOUNT ENCLOSED
000405469990003606	AUTO PAY	
NEW BALANCE	AMOUNT DUE	
\$828.80	\$42.00	



MAKE CHECK PAYABLE TO:

>012903 6032694 0003 081020 10Z  
 WINNIE STOWELL HOSPITAL  
 PO BOX 1997  
 WINNIE TX 77665-1997

PROSPERITY BANK  
 DEPARTMENT #351  
 P.O. BOX 21228  
 TULSA, OK 74121-1228



00040546999000360600000004200000000828805



**Important Messages**

A PAYMENT OF \$828.80 WILL BE TAKEN FROM YOUR SAVINGS/CHECKING ACCOUNT \*\*\*\*4431 ON 02/25/2019  
THANK YOU FOR CHOOSING PROSPERITY BANK FOR YOUR CREDIT CARD NEEDS.

**TRANSACTIONS THIS BILLING PERIOD**

Transaction Date	Posting Date	Reference Number	Transaction Description	\$ Amount
TRANSACTIONS				
Account Level				
01/25	01/25	19999999980125995341510	ACH PAYMENT - THANK YOU	\$120.57-
Card Number Ending in 1770				
01/01	01/02	VT190022458000010001284	GOOGLE*GSUITE WSHD-TX. CC GOOGLE.COM CA	\$31.62+
01/04	01/06	VT190063812000010001354	OFFICE DEPOT #178 BEAUMONT TX	\$18.38+
01/05	01/06	VT190063812000010000518	Amazon.com*MB6LM14E1 Amzn.com/bill WA	\$454.11+
01/06	01/07	VT190072460000010001301	ADOBE *ACROPRO SUBS 800-833-6687 CA	\$16.21+
01/11	01/13	VT190132461000010000784	PP*Designs of Faith - 409-5993280 TX	\$100.00+
01/15	01/17	VT190172461000010001226	CHARLIES BAR & GRILL WINNIE TX	\$42.25+
01/17	01/18	VT190182462000010000953	HI *WINECNTRYGIFTBSKT 800-394-0394 CA	\$61.90+
01/17	01/18	VT190182462000010003082	USPS PO 4898150665 WINNIE TX	\$100.00+
01/30	01/31	VT190312465000010000241	Intuit *PayrollEE usag 800-446-8848 CA	\$4.33+

**2019 Total Year-to-Date**

Total fees charged in 2019	\$0.00
Total interest charged in 2019	\$0.00



**CONTRACT INVOICE**

Invoice Number: INV677670  
 Invoice Date: 01/17/2019

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

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

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
3A0064	Net 30	02/16/2019	\$48.17	<b>\$48.17</b>	
<b>Invoice Remarks</b>					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
4457-01		\$48.17		01/26/2016	01/25/2021
<b>Contract Remarks</b>					

**Summary:**

Contract base rate charge for this billing period	\$0.00
Contract overage charge for the 12/26/2018 to 01/25/2019 overage period	\$48.17 **
	<b>\$48.17</b>

\*\*See overage details below

**Detail:**

**Equipment included under this contract**

**KM/227**

Number	Serial Number	Base Adj.	Location
3A2812	A7AK011001716	\$0.00	Winnie - Stowell Hospital District 538 Broadway Winnie, TX 77665

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B\W	3A2812 - B\W	98,184	101,806		3,622	0	3,622	\$0.013300	\$48.17
									\$48.17



Hello, paperless billing!  
 CONVENIENCE • SECURITY • ECO-FRIENDLY

Log in to sign up at [function-4.com/paperless](http://function-4.com/paperless)

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

3A0064	INV677670
Invoice SubTotal	\$48.17
Tax:	\$0.00
Invoice Total	\$48.17
<b>Balance Due:</b>	<b>\$48.17</b>



**CONTRACT INVOICE**

Invoice Number: INV684852  
 Invoice Date: 02/18/2019

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

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

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
3A0064	Net 30	03/20/2019	\$32.08	<b>\$32.08</b>	
<b>Invoice Remarks</b>					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
4457-01		\$32.08		01/26/2016	01/25/2021
<b>Contract Remarks</b>					

**Summary:**

Contract base rate charge for this billing period	\$0.00
Contract overage charge for the 01/26/2019 to 02/25/2019 overage period	\$32.08 **
	<b>\$32.08</b>

\*\*See overage details below

**Detail:**

**Equipment included under this contract**

**KM/227**

Number	Serial Number	Base Adj.	Location
3A2812	A7AK011001716	\$0.00	Winnie - Stowell Hospital District 538 Broadway Winnie, TX 77665

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B\W	3A2812 - B\W	101,806	104,003		2,197	0	2,197	\$0.014600	\$32.08
									\$32.08



Hello, paperless billing!

CONVENIENCE • SECURITY • ECO-FRIENDLY


Log in to sign up at [function-4.com/paperless](http://function-4.com/paperless)


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

3A0064	INV684852
Invoice SubTotal	\$32.08
Tax:	\$0.00
Invoice Total	\$32.08
Balance Due:	<b>\$32.08</b>

The Seabreeze Beacon  
PO BOX 814  
WINNIE, TX 77665  
(409)296-2102  
seabreezebeacon@gmail.com

*The Seabreeze Beacon*

"News you can use"  "News you can trust"

409-296-2102 Office    1354 SH 124, Winnie, TX    409-296-2104 Fax  
seabreezebeacon@gmail.com    (Behind Dairy Queen)    Like us on Facebook 

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JAN 28 2019

# INVOICE

**BILL TO**  
Sherrie Norris  
Winnie-Stowell Hospital District  
PO BOX 1997  
Winnie, TX 77665

**INVOICE # 3373**  
**DATE 01/31/2019**  
**DUE DATE 02/15/2019**  
**TERMS Net 15**

ACTIVITY	QTY	RATE	AMOUNT
Display Ad Display Ad 3col. x 5inches Notice of Amendments to Indigent Care 1/3/19	1	79.63	79.63

---

**BALANCE DUE** **\$79.63**

The Hometown Press

P.O.Box 801  
Winnie, TX 77665

# Invoice

Date	Invoice #
12/13/2018	1792

Bill To
Winnie Stowell Hospital District Sherrie Norris P.O.Box 1997 Winnie, Texas 77665

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JAN 23 2019

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Public Notice in The Hometown Press the size of 2 columns X 3.75 inches for the week of 12-05-2018	28.50	28.50
		<b>Total</b>	\$28.50

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FEB 19 2019

## Quote Invoice

Applicant copy

<b>Quote no.</b> Q004176585	<b>Quote issue date</b> 2/1/19	<b>Proposed coverage period</b> 3/12/19 to 3/12/20	<b>Version</b> 1
<b>Applicant</b> WINNIE STOWELL HOSPITAL DISTRICT	<b>Producer</b> J S EDWARDS & SHERLOCK INS AGCY LLP	<b>Renewal of</b> 0001302975	

The earliest effective date of coverage will be the date a complete submission and the proper payment are received by Texas Mutual Insurance Company, unless a future effective date has been requested. This does not apply to Start policies.

NOTE: Payment received does not guarantee coverage.

**Please check one option below to indicate policy choice.**

### Payment in full:

<p><b>Out-of-network</b> <input type="checkbox"/></p> <p>Estimated annual premium: \$482.00</p> <p><b>Amount due: \$482.00</b></p>	<p><b>In-network</b> <input type="checkbox"/></p> <p>Estimated annual premium: \$442.00</p> <p><b>Amount due: \$442.00</b></p>
<p>Will the policy premium be financed? _____ If "Yes", which finance company? _____</p>	
<p><b>Note: A Copy of a signed premium finance agreement must accompany this form.</b> Send payments to the PO Box as listed below.</p>	

- OR -

### Installment payments:

<p><b>Out-of-network</b> <input type="checkbox"/></p> <p>Estimated annual premium: \$482.00</p> <p><b>Amount due: \$40.20</b></p>	<p><b>In-network</b> <input type="checkbox"/></p> <p>Estimated annual premium: \$442.00</p> <p><b>Amount due: \$36.86</b></p>
<p>Installment billing plan:</p> <ul style="list-style-type: none"> <li>• 12 monthly installments (Send payments to the PO Box as listed below.)</li> <li>• Financing is not permitted under this billing plan</li> </ul>	

Please mail this form along with the amount due for the above selected option to:

**Texas Mutual Insurance Company**  
PO Box 841843  
Dallas, TX 75284-1843

Please include your quote number Q004176585 on your check for prompt handling.  
Please do not use the above address for other correspondence.

**Thank you for your business!**

## Renewal Invoice Summary

Network selection	In Network
Payment plan	Pay In Full
Total estimated premium	\$442.00
Current amount due	\$442.00
Due date	3/12/19

Please note that if payment is not received by the due date above, your existing policy will end effective 3/12/19.

If anything has changed from last year's policy estimates, please contact your agent immediately for a revised proposal. Additionally, payment received does not guarantee coverage.

## Payment options

- 1) Pay at texasmutual.com  
Select "Make a Payment".  
Enter your quote number Q004176585 and your FEIN number.
- 2) Mail a check with this form to  
Texas Mutual Insurance Company  
Attn: Remittance Processing  
PO Box 841843  
Dallas, TX 75284-1843

## Your company's dividend history

At Texas Mutual, we reward our policyholder owners for their loyalty and commitment to safety. Since 1999, we have paid more than \$2 billion in dividends to qualifying Texas Mutual policyholders. Below is your company's dividend history:

**2018 dividend payout: \$51.85**

**Total historical dividend payout: \$83.70**

Note: Dividends are based on performance and therefore are not guaranteed.

## Notice of terrorism insurance coverage

Coverage for acts of terrorism is already included in workers' compensation policies. Losses resulting from certified acts of terrorism, as defined under the Terrorism Risk Insurance Act of 2002, as amended ("the Act"), would be partially reimbursed by the U.S. Government under a formula established by the Act. Under the formula, the U.S. Government will generally pay 85% of covered terrorism losses during a calendar year that exceed our insurer deductible; however, this percentage payout will decrease by 1% each year after 2015 until it reaches 80% in 2020. The Act provides an annual cap on liability that limits the U.S. Government's payment as well as our liability for any amount of losses from certified acts of terrorism that, in the aggregate for the industry, exceeds \$100,000,000,000 in a calendar year. The portion of your quoted premium that is attributable to coverage for acts of terrorism is \$0 and does not include any charges for the portion of losses covered by the U.S. Government under the Act.

**Thank you for your business!**





PTS

**TexasMutual**<sup>®</sup>  
WORKERS' COMPENSATION INSURANCE

2200 Aldrich Street  
Austin, Texas 78723-3474

RECEIVED  
FEB 13 2019

0000229

**Action Required**

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

**CONFIDENTIALITY NOTICE:** This communication may contain confidential, proprietary or privileged information and is intended only for the person to whom the communication is addressed. If you are not the intended recipient, please immediately notify Texas Mutual's information services center at (800) 859-5995 or [information@texasmutual.com](mailto:information@texasmutual.com) and destroy all copies of the communication as your use, disclosure, copying or storage of the communication is prohibited and may be a violation of state or federal law.

2019-02-11

Print Cover Page



2/9/19

## Renewal Invoice Summary

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

**Regarding**  
WINNIE STOWELL HOSPITAL DISTRICT

**Renewal of policy no.**  
0001302975

**Renewal coverage period**  
3/12/19 to 3/12/20

**Quote no.**  
Q004176585

Dear Policyholder,

Thank you for giving us the opportunity to serve as your workers' compensation insurance provider. It's almost time to renew your Texas Mutual Insurance Company policy. This document is a proposal to continue your coverage. To avoid any lapse in coverage, please submit the amount below to Texas Mutual by the due date. This proposal assumes the same payment plan and network selection of your expiring policy. It is not to be used as proof of coverage.

If you have had any operational changes such as payroll updates, or if you have any questions, please contact your agent.

Sincerely,

Underwriting Team



January 26, 2019  
Invoice Number: 0121119012619  
Account Number: 8260 17 029 0121119  
Security Code: 1931  
Service At: 538 BROADWAY  
WSHD RM  
WINNIE TX 77665-7600

RECEIVED

FEB - 5 2019

Auto Pay Notice

**Contact Us**

Visit us at [business.twc.com](http://business.twc.com)  
Or, call us at 1-866-519-1263

**SPECTRUM BUSINESS NEWS**

NOTE. Taxes, Fees and Charges listed in the Summary only apply to Spectrum Business TV and Spectrum Business Internet and are detailed on the following page. Taxes, Fees and Charges for Spectrum Business Voice are detailed in the Billing Information section.

**Summary** *Service from 02/05/19 through 03/04/19  
details on following pages*

Previous Balance	202.06
Payments Received -Thank You!	-202.06
Remaining Balance	\$0.00
Spectrum Business™ Internet	104.98
Spectrum Business™ Voice	89.98
Taxes, Fees and Charges	7.10
Current Charges	\$202.06
<i>YOUR AUTO PAY WILL BE PROCESSED 02/16/19</i>	
<b>Total Due by Auto Pay</b>	<b>\$202.06</b>

Other Providers Say they're the Best Value. We Prove It. We Mean Business. Get over 45+ top channels and the service to keep your customers happy. Call 1-877-401-8003 to get affordable, reliable TV service for your business today!

**Thank you for choosing Spectrum Business.**  
We appreciate your prompt payment and value you as a customer.

**Auto Pay.** Thank you for signing up for auto pay. Please note your payment may be drafted and posted to your Spectrum Business account the day after your transaction is scheduled to be processed by your bank.

January 26, 2019  
WINNIE STOWELL HOSPITAL

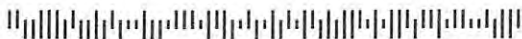
Invoice Number: 0121119012619  
Account Number: 8260 17 029 0121119  
Service At: 538 BROADWAY  
WSHD RM  
WINNIE TX 77665-7600



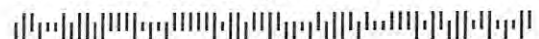
4145 S. FALKENBURG RD RIVERVIEW FL 33578-8652  
8260 1700 NO RP 26 01272019 NNNNNNNN 01 008626 0031

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

**Total Due by Auto Pay** **\$202.06**



TIME WARNER CABLE  
PO BOX 60074  
CITY OF INDUSTRY CA 91716-0074



826017029012111900202069

WINNIE STOWELL HOSPITAL  
 Invoice Number: 0121119012619  
 Account Number: 8260 17 029 0121119  
 Security Code: 1931

**Contact Us**  
 Visit us at [business.twc.com](http://business.twc.com)  
 Or, call us at 1-866-519-1263

8260 1700 NO RP 26 01272019 NNNNNNNN 01 008626 0031

**Charge Details**

Previous Balance		202.06
EFT Payment	01/17	-202.06
<b>Remaining Balance</b>		<b>\$0.00</b>

Payments received after 01/26/19 will appear on your next bill.

Service from 02/05/19 through 03/04/19

**Spectrum Business™ Internet**

Spectrum Business Internet Plus		99.99
Includes: Web Hosting, Cloud Backup and Security Suite		
Business WiFi		4.99
Spectrum Domain Name		0.00
Spectrum Vanity Email		0.00
		<b>\$104.98</b>
Spectrum Business™ Internet Total		\$104.98

**Spectrum Business™ Voice**

<b>Phone number (409) 296-1003</b>		
Spectrum Business Voice		49.99
		<b>\$49.99</b>
<b>Phone number (409) 400-4023</b>		
Spectrum Business Voice		39.99
		<b>\$39.99</b>
For additional call details, please visit <a href="http://business.twc.com/myaccount">business.twc.com/myaccount</a> .		
Spectrum Business™ Voice Total		\$89.98

**Taxes, Fees and Charges**

State and Local Sales Tax	6.55
TWC State Cost Recovery Fee	0.55
<b>Taxes, Fees and Charges Total</b>	<b>\$7.10</b>

<b>Current Charges</b>	<b>\$202.06</b>
<b>Total Due by Auto Pay</b>	<b>\$202.06</b>

**Billing Information**

**Tax and Fees** - This statement reflects the current taxes and fees for your area (including sales, excise, user taxes, etc.). These taxes and fees may change without notice.

**Terms & Conditions** - Spectrum's detailed standard terms and conditions for service are located at [spectrum.com/policies](http://spectrum.com/policies).

**Notice** - Nonpayment of any portion of your cable television, high-speed data, and/or Digital Phone service could result in disconnection of any of your Spectrum provided services.

**Recovery Fee** - Spectrum imposes surcharges to recover costs of complying with its governmental obligations. Specifically, Spectrum chooses to impose the State Cost Recovery Fee to recover the cost of Spectrums Texas Margins Tax liability.

**The following taxes, fees and surcharges are included in the price of the applicable service** - TAXES: E911 EQUALIZATION SURCHARGE \$0.12, E911 FEE \$1.00, STATE AND LOCAL SALES TAX \$5.61. FEES AND CHARGES: FEDERAL UNIVERSAL SERVICE FUND \$3.56, STATE UNIVERSAL SERVICE FUND \$1.93, TX PUC RECOVERY FEE \$0.10.

**Past Due Fee / Late Fee Reminder** - A late fee will be assessed for past due charges for service.

**Complaint Procedures** - You have 60 days from the billing date to register a complaint if you disagree with your charges.

Visit [Spectrum.com/stores](http://Spectrum.com/stores) for store locations. For questions or concerns, visit [Spectrum.net/support](http://Spectrum.net/support) or call 1-855-707-7328.

**Your WAY can be the GREEN way!**  
**GO GREEN with Spectrum Business.**

Online Bill Pay is helping the environment one customer at a time. It's easy - all you need to do is sign up for Online Bill Pay. It will save you money on postage and time - and it will also save trees!

Enrolling is easy, just go to [business.twc.com/myaccount](http://business.twc.com/myaccount). Each month, you'll receive a paperless e-bill that you pay online with your choice of payment options.

- Debit Card - Credit Card - Electronic Funds Transfer
- Receive a quick summary of your account at any time
- Access up to 6 months of statements

For questions or concerns, please call 1-866-519-1263.



**Lisa Rae Photo & Web Services**

PO Box 159  
Winnie, TX 77665  
(409)267-9985  
lisa@stramecki.com  
www.lisaraephoto.com



# INVOICE

**BILL TO**

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

**INVOICE # 1113**

**DATE 02/20/2019**

**DUE DATE 02/20/2019**

---

ACTIVITY	DATE	QTY	RATE	AMOUNT
<b>Web Services</b> Manually add content per Sherrie	12/14/2018	1	25.00	25.00
<b>Photography</b> Headshots of Board Members - includes session time, edit time, and release for unmarked professional headshots to be used on website and other materials of use by WSHD	12/19/2018	1	300.00	300.00
<b>Web Services</b> Hosting Renewal (\$25/mth) wshd-tx.org - monthly hosting until 12/31/2019 - increase in price (\$20/mth to \$25/mth due to mthly bandwidth and space used on server)	01/01/2019	12	25.00	300.00
<b>Web Services</b> Domain renewal for .com and .net (annually \$30/ea) - wshd-tx.com is used for email - wshd-tx.net is forwarded to .net website - fee includes domain renewal and private registration	01/01/2019	2	30.00	60.00
<b>Web Services</b> Manually add content per Sherrie	01/10/2019	2	25.00	50.00
<b>Web Services</b> Add content per Sherrie and Hubert	01/25/2019	1	25.00	25.00
<b>Web Services</b> Update and upgrade software for website and server - upgraded server PHP version - upgraded software for content display - performed backup and maintenance	01/29/2019	3	25.00	75.00

-----  
Please make checks payable to Lisa Rae Photo or Lisa Stramecki. Mail to  
PO Box 159 Winnie Texas 77665.

**BALANCE DUE**

**\$835.00**

<b>Year 2, 1st Qtr. Component 2, 3 and Lapsing Funds</b>	
Gross-Year 2, 1st Qtr. Component 2, 3, and Lapsing	\$2,580,549.65
Difference Bw IGT and 6 Payments (Reserve-Leave in Interbank)	(\$352,893.37)
<b>2019.2.15</b> -Transfer Amount (Gross Comp. 2, 3 and Lapsing Funds less Reserve Amount)	\$2,227,656.28
<b>2019.2.18</b> -Managers Incentive Payment	(\$1,290,274.83)
<b>2019.2.18</b> -Payment to LTC (Nov. 2018, Dec. 2018, and Jan. 2019)	(\$410,400.00)
Net to District following Payment to LTC	<b>\$526,981.45</b>
<b>10% IGT Reconciliation Payment</b>	
Payments Received	\$757,013.18
Payment to Managers	(\$378,506.59)
Net to District	<b>\$378,506.59</b>
<b>Net to District from Year 2, 1st Qtr. Component 2, 3 and Lapsing Funds and 10% Reconciliation</b>	<b>\$905,488.04</b>

## Balance Sheet

As of January 31, 2019

	<u>Jan 31, 19</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
100 Prosperity Bank -Checking	384,902.91
102 Prosperity Bank - CD#0447	106,008.26
104 Post Oak Bank - CD#9053	2,733,749.99
105 TexStar	673,707.94
107 Graham InterBank combined	5,815,155.59
108 Post Oak NHs Combined	<u>1,507,286.75</u>
<b>Total Checking/Savings</b>	11,220,811.44
<b>Other Current Assets</b>	
110 Sales Tax Receivable	116,206.43
114 Accounts Receivable NH	18,753,634.52
117 NH - QIPP Prog Receivable	5,181,538.04
118 Prepaid Expense	3,775.00
119 Prepaid IGT	<u>7,399,504.50</u>
<b>Total Other Current Assets</b>	31,454,658.49
<b>Total Current Assets</b>	42,675,469.93
<b>Fixed Assets</b>	
120 Equipment	140,654.96
125 Accumulated Depreciation	<u>-113,810.64</u>
<b>Total Fixed Assets</b>	<u>26,844.32</u>
<b>TOTAL ASSETS</b>	<b><u><u>42,702,314.25</u></u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
190 NH Payables Combined	1,507,103.71
201 NHP Accounts Payable	3,109,275.16
201.1 NH Payable - LTC	410,400.00
210.13 Loan Payable #13 QIPP 2	6,342,431.99
210.14 Loan Payable #14 QIPP 2	4,342,432.85
210.50 Loan Post Oak #3 QIPP 2	2,000,000.00
225 FUTA Tax Payable	112.00
230 SUTA Tax Payable	251.31
235 Payroll Liabilities	1,428.14
240 Accounts Payable NH	<u>16,151,110.07</u>
<b>Total Other Current Liabilities</b>	33,864,545.23
<b>Total Current Liabilities</b>	<u>33,864,545.23</u>
<b>Total Liabilities</b>	33,864,545.23
<b>Equity</b>	
300 Net Assets, Capital, net of	59,503.44
310 Net Assets-Unrestricted	4,755,312.01
Retained Earnings	3,985,942.97
Net Income	<u>37,010.60</u>
<b>Total Equity</b>	<u>8,837,769.02</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u><u>42,702,314.25</u></u></b>



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

As of Jan. 31, 2019

Accrual Basis

	Jan 19	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
400 Sales Tax Revenue	48,622.43	500,000.00	-451,377.57	9.7%
405 Investment Income	1,832.98	10,000.00	-8,167.02	18.3%
409 Tobacco Settlement	0.00	11,500.00	-11,500.00	0.0%
415 Nursing Home - QIPP Program	2,009,976.00	23,350,738.00	-21,340,762.00	8.6%
<b>Total Income</b>	<b>2,060,431.41</b>	<b>23,872,238.00</b>	<b>-21,811,806.59</b>	<b>8.6%</b>
<b>Expense</b>				
500 Admin-Administrative Salary	4,000.00	52,000.00	-48,000.00	7.7%
504 Admin-Administrators PR Tax	321.91	4,500.00	-4,178.09	7.2%
505 Admin-Board Bonds	50.00	250.00	-200.00	20.0%
515 Admin-Bank Service Charges	30.00	360.00	-330.00	8.3%
521 Professional Fees - Acctng	3,281.25	15,000.00	-11,718.75	21.9%
522 Professional Fees-Auditing	0.00	25,000.00	-25,000.00	0.0%
523 Professional Fees - Legal	1,000.00	65,000.00	-64,000.00	1.5%
550 Admin-D&O / Liability Ins.	0.00	15,000.00	-15,000.00	0.0%
560 Admin-Cont Ed, Travel	0.00	9,100.00	-9,100.00	0.0%
561 Admin-Cont Ed-Medical Pers.	150.11	8,500.00	-8,349.89	1.8%
562 Admin-Travel&Mileage Reimb.	0.00	600.00	-600.00	0.0%
569 Admin-Meals	0.00	2,500.00	-2,500.00	0.0%
570 Admin-District/County Prom	0.00	5,000.00	-5,000.00	0.0%
571 Admin-Office Supplies/Post	120.57	6,800.00	-6,679.43	1.8%
572 Admin-Web Site	0.00	1,500.00	-1,500.00	0.0%
573 Admin-Copier Lease/Contract	133.42	1,800.00	-1,666.58	7.4%
575 Admin-Cell Phone Reimburse	150.00	1,800.00	-1,650.00	8.3%
576 Admin-Telephone/Internet	202.06	2,000.00	-1,797.94	10.1%
590 Admin-Election Cost	0.00	1,600.00	-1,600.00	0.0%
591 Admin-Notices & Fees	0.00	500.00	-500.00	0.0%
600 East Chambers ISD Partnersh	15,000.00	180,000.00	-165,000.00	8.3%
602 IC-WCH 1115 Waiver Prog	0.00	1,000,000.00	-1,000,000.00	0.0%
603a IC-Pharmaceutical Costs	6,735.84	85,000.00	-78,264.16	7.9%
604 IC-Non Hosp Cost-Other	0.00	10,000.00	-10,000.00	0.0%
604 IC-Non Hosp Costs UTMB	1,496.06	180,000.00	-178,503.94	0.8%
605 IC-Office Supplies/Postage	0.00	1,200.00	-1,200.00	0.0%
611 IC-Indigent Care Dir Salary	1,837.50	27,000.00	-25,162.50	6.8%
612 IC-Payroll Taxes -Ind Care	124.66	2,400.00	-2,275.34	5.2%
615 IC-Software	1,059.00	12,708.00	-11,649.00	8.3%
616 IC-Travel	0.00	550.00	-550.00	0.0%
617 IC -Youth Counseling	0.00	10,000.00	-10,000.00	0.0%
629 - Property Acquisition	0.00	100,000.00	-100,000.00	0.0%
630 NH Program-Mgt Fees	476,452.46	5,450,264.00	-4,973,811.54	8.7%
631 NH Program-IGT	1,057,071.60	12,450,207.00	-11,393,135.40	8.5%
633 NH Program-Acctg Fees	0.00	43,000.00	-43,000.00	0.0%
634 NH Program-Legal Fees	12,200.00	150,000.00	-137,800.00	8.1%
635 NH Program-LTC Fees	136,800.00	1,641,600.00	-1,504,800.00	8.3%
637 NH Program-Interest Expense	305,203.97	1,515,607.00	-1,210,403.03	20.1%
638 NH Program-Bank Fees & Misc	0.40			
653 Service Fee	0.00	100.00	-100.00	0.0%
<b>Total Expense</b>	<b>2,023,420.81</b>	<b>23,078,446.00</b>	<b>-21,055,025.19</b>	<b>8.8%</b>
<b>Net Income</b>	<b>37,010.60</b>	<b>793,792.00</b>	<b>-756,781.40</b>	<b>4.7%</b>

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

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

Hubert Oxford, IV

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

hoxfordiv@benoxford.com

February 19, 2019

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

Re: Winnie Stowell Hospital District; Billable Invoice for November 2018 Time Entries less Retainer; Our File No. 87250.

Dear President Murrell,

Attached, please find Benckenstein & Oxford's monthly time entry invoice for November 2018. This invoice is for \$21,625.00 but the amount due is \$20,625.00 after reducing the invoice by \$1,000.00 for the monthly retainer already paid.

Will you please review and let me know if there are any questions? If not, we would appreciate your payment of this invoice in the amount of \$20,625.00 representing the balance owed for November 2018.

With best wishes, I am

Sincerely,

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

By: 

Hubert Oxford, IV

Enclosure

# Benckenstein & Oxford, L.L.P.

3535 Calder Avenue, Suite 300  
Beaumont, TX 77706

February 19, 2019

**INVOICE #:** 49181 **HOIV**  
Billed through: November 30, 2018  
Client/Matter #: WSHD 87250

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

RE: Winnie-Stowell Hospital District

## PROFESSIONAL SERVICES RENDERED

11/01/18	HOIV	Worked with LTC to review 10% Holdback Fund payment and prepared e-mail to the Board explaining the payment.	3.70 hrs
11/01/18	HOIV	Read and reviewed e-mail from staff regarding the status of QIPP 1 QTR 4 Comp 2, 3, & Lapse and September QIPP 2 Qtr. 1 Comp 1	0.30 hrs
11/02/18	HOIV	Prepared draft set of Purchasing Policy and Procedures and Purchase Order Forms.	2.00 hrs
11/02/18	HOIV	Read e-mail from staff, Caring Healthcare, and HHSC regarding penalty fee for sending an application after the 45 day deadline for Caring facility and participated in conference call with Caring Healthcare regarding the fine to confirm this was their responsibility.	0.60 hrs
11/02/18	HOIV	Exchanged three (3) e-mails with LTC Group regarding HHSC's delay in paying QIPP 1 QTR 4 Comp 2, 3, & Lapse Funds.	0.30 hrs
11/05/18	HOIV	Prepared draft Purchasing Procedures and Purchase Order form and distributed to Board for review.	2.00 hrs
11/05/18	HOIV	Received e-mail from staff regarding Cigna Medicare Agreements; reviewed agreements; and responded to staff that the agreements were approved to be signed.	0.40 hrs
11/06/18	HOIV	Read e-mail and attached Hallettsville Medicare Provider Agreements.	0.60 hrs
11/07/18	HOIV	Prepared post election documents for review at the upcoming November 14, 2018 Regular Meeting and updated agenda for the meeting.	2.50 hrs
11/07/18	HOIV	Conference call with Board President to discuss upcoming meeting and post election procedures.	0.60 hrs
11/07/18	HOIV	Reviewed post election calendar and post election procedures and prepared documents for newly elected directors to execute at the upcoming meeting to canvas the election results.	2.40 hrs
11/07/18	HOIV	Exchanged three e-mails with staff and HMG regarding bank letters for Spindletop facility.	0.20 hrs
11/07/18	HOIV	Read and reviewed Medicaid renewal contracts for Garrison and Golden Villa between the District and Texas Health and Human Services Commission and provided authorization to execute agreements.	0.60 hrs

Client-	WSHD 87250	Invoice # 49181	PAGE	2
11/08/18	HOIV	Received QIPP Year 1, Qtr. 4, Component 2,3, and Lapsing Fund Spreadsheet and worked with LTC Group and Managers to reconcile the payments; responded to e-mails from Managers regarding payment amounts; and prepared e-mail to staff providing transfer instructions.	4.60	hrs
11/09/18	HOIV	Drafted minutes for the October 17, 2018 Regular meeting and submitted to Board for review.	1.80	hrs
11/09/18	HOIV	Exchanged two (2) e-mails with CEO of HMG to discuss status of introductions to accounts receivable lenders to provide assistance with the District's nursing home operations; participated in Conference call with Oxford Capital regarding loan assistance for nursing home operations; and gathered information on the Hospital District to provide Oxford Capital to justify consideration of the request; and drafted extensive e-mail to Oxford Capital in order to explain documents provided.	4.80	hrs
11/09/18	HOIV	Worked with staff to verify transfer amounts for QIPP Component 2, 3, and lapsing funds from Interbank to Post Oak Bank.	0.80	hrs
11/12/18	HOIV	Gathered documents and drafted three (3) e-mails to Bobby Way in order to assist with providing him with the background of the District, QIPP Program, and Uncompensated Care Program.	1.20	hrs
11/12/18	HOIV	Received e-mail regarding QIPP IGT Suggestion for March 2019-August 2019; analyzed upcoming cash flow expectations for future QIPP IGTs; and then exchanged nine (9) e-mails and multiple conference calls with LTC Group and Salt Creek Capital regarding usage of the District's line of credit.	3.40	hrs
11/12/18	HOIV	Worked with LTC Group and Caring Healthcare by exchanging eight (8) e-mails with both entities to resolve a discrepancy in the reconciliation for QIPP Year 1 Q4 Scorecard for Component 2, 3, and Lapsing funds; and analyzed Scorecards prepared by Texas Health and Human Services and LTC Group to identify the issue;	2.80	hrs
11/12/18	HOIV	Gathered information newly elected Board member regarding a number of issues and matters involving the Hospital District and prepared three (3) e-mails to provide the information along with an explanation of the documents.	2.10	hrs
11/13/18	HOIV	Assisted LTC Group to reconcile waterfall Component 1 payments to Managers owed to them as part of the Component 1 adjustments agreed to by the Managers and District in order to mitigate shortfall between first six (6) Component 1 payments and IGT by preparing spreadsheets that demonstrate payment terms as agreed to in the amendments to Management Agreement.	1.80	hrs
11/13/18	HOIV	Receipt and review of six (6) e-mails with Regency CFO regarding documents Regency requested the District agree to with the accounts receivable lender in order to add LaGrange and Hallettsville to their accounts receivable line of credit.	0.80	hrs
11/13/18	HOIV	Receipt and review of e-mail from LTC with models for QIPP Year 3 structures at different funding amounts and participated in conference call with LTC for further explanation.	1.20	hrs
11/13/18	HOIV	Received Loan 14 Principle and Interest schedule and prepared loan documents for review with Salt Creek Capital; and then made changes as requested by Salt Creek.	2.30	hrs

11/13/18	HOIV	Exchanged three (3) e-mails and reviewed attached spreadsheets prepared by LTC Group regarding 2nd Quarter QIPP Scorecard - Distribution methodology on April 4, 2018 to verify the District was paying Managers the waterfall Component 1 payments consistently.	1.60 hrs
11/13/18	HOIV	Received DY7 Uncompensated Care Intergovernmental Transfer spreadsheet from the State of Texas; reviewed spreadsheet; and prepared an e-mail to the Board explaining that the District had until November 19, 2019 to submit its IGT.	0.80 hrs
11/14/18	HOIV	Prepare for and attend Regular Monthly Meeting.	4.00 hrs
11/14/18	HOIV	Exchanged six (6) e-mails with Winnie Community Hospital regarding the DY7 Uncompensated Care Intergovernmental Transfer amount; explanation for the amount; and date the payment is due.;	1.40 hrs
11/14/18	HOIV	Participated in ten (10) e-mails with LTC Group and Managers to provide Managers with the District's reconciliation for Year 1 Q4 Scorecard for Component 2, 3 and Lapsing funds and the Q1/Q2 Comp 1 Funds distribution and equalization of Q3/Q4 Comp 1 Funds.	1.30 hrs
11/15/18	HOIV	Prepared e-mail to County Clerk to provide her with canvass results adopted at November 14, 2019 Regular Meeting.	0.20 hrs
11/15/18	HOIV	Prepared agenda for upcoming Special Meeting.	0.30 hrs
11/15/18	HOIV	Prepared public notice for upcoming 2019 Budget public hearing and submitted to the Hometown Press for publication.	0.40 hrs
11/15/18	HOIV	Prepared extensive e-mail to District Board explaining upcoming Intergovernmental Transfer for DY7 and future of Uncompensated Care program due to the change in measurements to Charity Care.	1.80 hrs
11/15/18	HOIV	Receipt and review of e-mail from Texas Secretary of State regarding precinct by precinct report and due date; reviewed report and County Clerk's website to verify information needed to complete the report was available.	0.80 hrs
11/16/18	HOIV	Participated in conference calls with New Light, Hospital, and Auditor to obtain information for Uncompensated Care Program and future of the program; researched status of Charity Care; and drafted extensive e-mail to Board member to update them on findings.	3.70 hrs
11/18/18	HOIV	Gathered information for upcoming Special Meeting; reviewed presentation to be given at Special Meeting; and participated in multiple conference calls with the Hospital personnel to inquire about information included and excluded from proposed presentation.	2.80 hrs
11/19/18	HOIV	Prepared for and attended Special Meeting.	4.00 hrs
11/19/18	HOIV	Exchanged five (5) e-mails with Hospital after Special Meeting that the District was going to timely file IGT Commitment form.	0.50 hrs
11/19/18	HOIV	Exchanged four (4) e-mails with Managers advising them that the District was going to make the Intergovernmental Transfer for QIPP Year 2, 3rd and 4th Quarters.	0.40 hrs
11/20/18	HOIV	Gathered information for Precinct by Precinct Report and began preparing responses to report after converting the County's information into a	3.40 hrs

spreadsheet in order to tabulate the requested numbers.

11/21/18	HOIV	Prepared e-mail to Board members regarding revised Intergovernmental Transfer amounts for the third DY7 Uncompensated Care payment period.	0.70 hrs
11/21/18	HOIV	Receipt and reviewed revised DY7 IGT amounts for the Uncompensated Care Program and participated in conference calls with staff for the Hospital, New Light, and Hospital District to get an explanation for the Board why the amounts dropped significantly.	1.40 hrs
11/26/18	HOIV	Continued review of Regency documents for Hallettsville and LaGrange and exchanged four (4) e-mails with Regency CFO regarding proposed changes to the documents that protect the District from changes to Management Agreements or financial obligations.	2.70 hrs
11/26/18	HOIV	Conference call with Secretary of State's office and finalized Precinct by Precinct report for the State of Texas.	1.40 hrs
11/27/18	HOIV	Began review QIPP Income and Cash Flow and budget Income spreadsheets to reconcile 2018 actual versus budgeted numbers and prepare 2019 nursing home revenues and expenses.	2.50 hrs
11/27/18	HOIV	Received e-mail from Regency responding to proposed changes and questions concerning the Agreements with Accounts Receivable Lender for Hallettsville and LaGrange; and exchanged e-mail with counsel for Liberty to verify statements in the Regency e-mail concerning the documents were uniform among all Regency facilities subject to the Agreements	0.80 hrs
11/28/18	HOIV	Reviewed QIPP Income and Cash Flow and budget Income spreadsheets to reconcile 2018 actual versus budgeted numbers and prepare 2019 nursing home revenues and expenses.	4.00 hrs
11/29/18	HOIV	Exchanged six (6) e-mails with staff and Salt Creek Capital confirming IGT amount, Loan 14 amount; and amount of District's line of credit to be utilized.	0.70 hrs
11/29/18	HOIV	Finalized Regency accounts receivable loan documents for Hallettsville and La Grange Facility and submitted to client for execution.	1.10 hrs
		Total fees for this matter	\$21,625.00

**BILLING SUMMARY:**

Oxford, IV Hubert	86.50 hrs @	\$250.00 /hr	\$21,625.00
TOTAL FEES			\$21,625.00
TOTAL CHARGES FOR THIS INVOICE			\$21,625.00
RETAINER			\$1,000.00 CR
<b>TOTAL BALANCE NOW DUE</b>			<b>\$20,625.00</b>

Federal ID# 74-1646478

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

# Exhibit “B”

	January				Year to Date			
<b>Clients:</b>	70							
<b>Children Counseled:</b>								
<b>Summary by Facility</b>	<b>Billed Amount</b>	<b>Medicaid Rate</b>	<b>% of Services</b>	<b>Actually Paid</b>	<b>Billed Amount</b>	<b>Medicaid Rate</b>	<b>% of Services</b>	<b>Actually Paid</b>
Winnie Community Hospital	\$74,817.60	\$30,675.21	73.98%	\$0.00	\$74,817.60	\$30,675.21	73.98%	\$0.00
<b>Pharmacy</b>								
Brookshire Brothers Pharmacy Corp	\$6,475.72	\$5,705.94	13.76%	\$5,705.94	\$6,475.72	\$5,705.94	13.76%	\$5,705.94
Brookshire Brothers Pharmacy Med	\$8.50	\$8.50	0.02%	\$8.50	\$8.50	\$8.50	0.02%	\$8.50
Wilcox Pharmacy	\$2,445.91	\$1,703.24	4.11%	\$1,703.24	\$2,445.91	\$1,703.24	4.11%	\$1,703.24
<b>Pharmacy Total</b>	<b>\$8,930.13</b>	<b>\$7,417.68</b>	<b>17.89%</b>	<b>\$7,417.68</b>	<b>\$8,930.13</b>	<b>\$7,417.68</b>	<b>17.89%</b>	<b>\$7,417.68</b>
<b>UTMB</b>								
UTMB Hospital	\$11,960.95	\$2,870.63	6.92%	\$2,870.63	\$11,960.95	\$2,870.63	6.92%	\$2,870.63
UTMB Physician Services	\$1,891.00	\$498.76	1.20%	\$498.76	\$1,891.00	\$498.76	1.20%	\$498.76
<b>UTMB Total</b>	<b>\$13,851.95</b>	<b>\$3,369.39</b>	<b>8.13%</b>	<b>\$3,369.39</b>	<b>\$13,851.95</b>	<b>\$3,369.39</b>	<b>8.13%</b>	<b>\$3,369.39</b>
<b>Youth Counseling</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>
<b>Grand Totals</b>	<b>\$97,599.68</b>	<b>\$41,462.28</b>		<b>\$10,787.07</b>	<b>\$97,599.68</b>	<b>\$41,462.28</b>		<b>\$10,787.07</b>

**Summary by Service Provided**

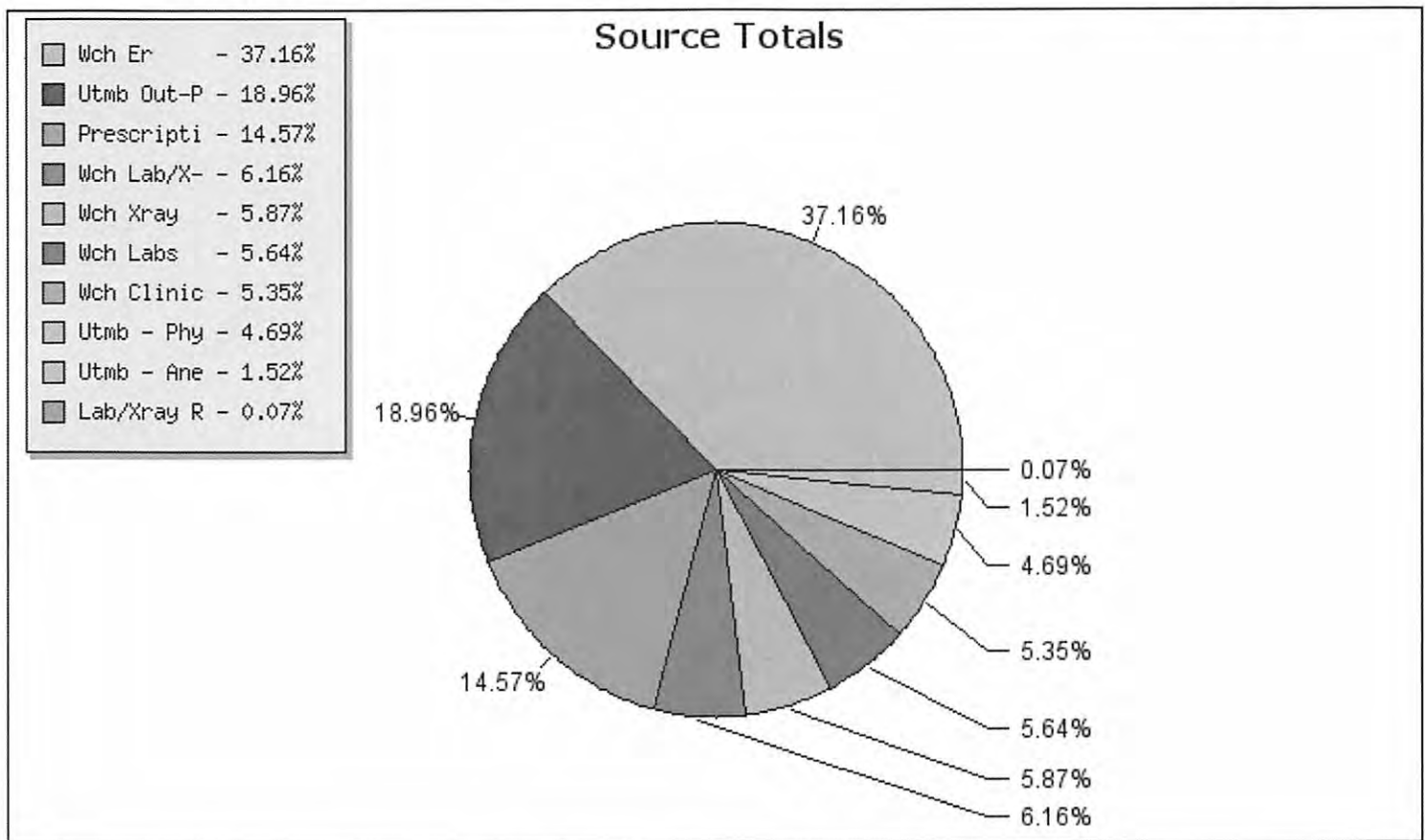
Prescription Drugs	\$8,930.13	\$7,417.68	17.89%	\$7,417.68	\$8,930.13	\$7,417.68	17.89%	\$7,417.68
WCH Clinic	\$6,645.60	\$2,724.69	6.57%	\$0.00	\$6,645.60	\$2,724.69	6.57%	\$0.00
WCH ER	\$46,142.00	\$18,918.22	45.63%	\$0.00	\$46,142.00	\$18,918.22	45.63%	\$0.00
WCH Inpatient	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Observation	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Outpatient Surgery	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Labs	\$7,006.00	\$2,872.46	6.93%	\$0.00	\$7,006.00	\$2,872.46	6.93%	\$0.00
WCH Physical Therapy	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Ultrasound	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Lab/Xray	\$7,651.00	\$3,136.91	7.57%	\$0.00	\$7,651.00	\$3,136.91	7.57%	\$0.00
WCH CT Scan	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Xray	\$7,288.00	\$2,988.08	7.21%	\$0.00	\$7,288.00	\$2,988.08	7.21%	\$0.00
WCH Optical Specialist	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Lab/Xray readings	\$85.00	\$34.85	0.08%	\$0.00	\$85.00	\$34.85	0.08%	\$0.00
UTMB Outpatient	\$11,960.95	\$2,870.63	6.92%	\$2,870.63	\$11,960.95	\$2,870.63	6.92%	\$2,870.63
UTMB Anesthesia	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
UTMB Physician Services	\$1,891.00	\$498.76	1.20%	\$498.76	\$1,891.00	\$498.76	1.20%	\$498.76
Youth Counseling	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
<b>Grant Totals</b>	<b>\$97,599.68</b>	<b>\$41,462.28</b>		<b>\$10,787.07</b>	<b>\$97,599.68</b>	<b>\$41,462.28</b>		<b>\$10,787.07</b>



**Source Totals for Batch Dates 01/01/2019 through 1/31/19**

Wch Er	37.16%	\$18,918.22
Utmb Out-Patient	18.96%	\$9,654.20
Prescription Drugs	14.57%	\$7,417.68
Wch Lab/X-Ray	6.16%	\$3,136.91
Wch Xray	5.87%	\$2,988.08
Wch Labs	5.64%	\$2,872.46
Wch Clinic	5.35%	\$2,724.69
Utmb - Physician Services	4.69%	\$2,389.04
Utmb - Anesthesia Services	1.52%	\$776.00
Lab/Xray Readings	0.07%	\$34.85

**Total Expenditures** **\$50,912.13**



**Entry Statistics for Entry Dates 01/01/2019 through 1/31/19**

Clients Entered	2
Rapid Reg. Entered	5
Vendors Entered	0
Worksheets Entered	14
Invoices Entered	66

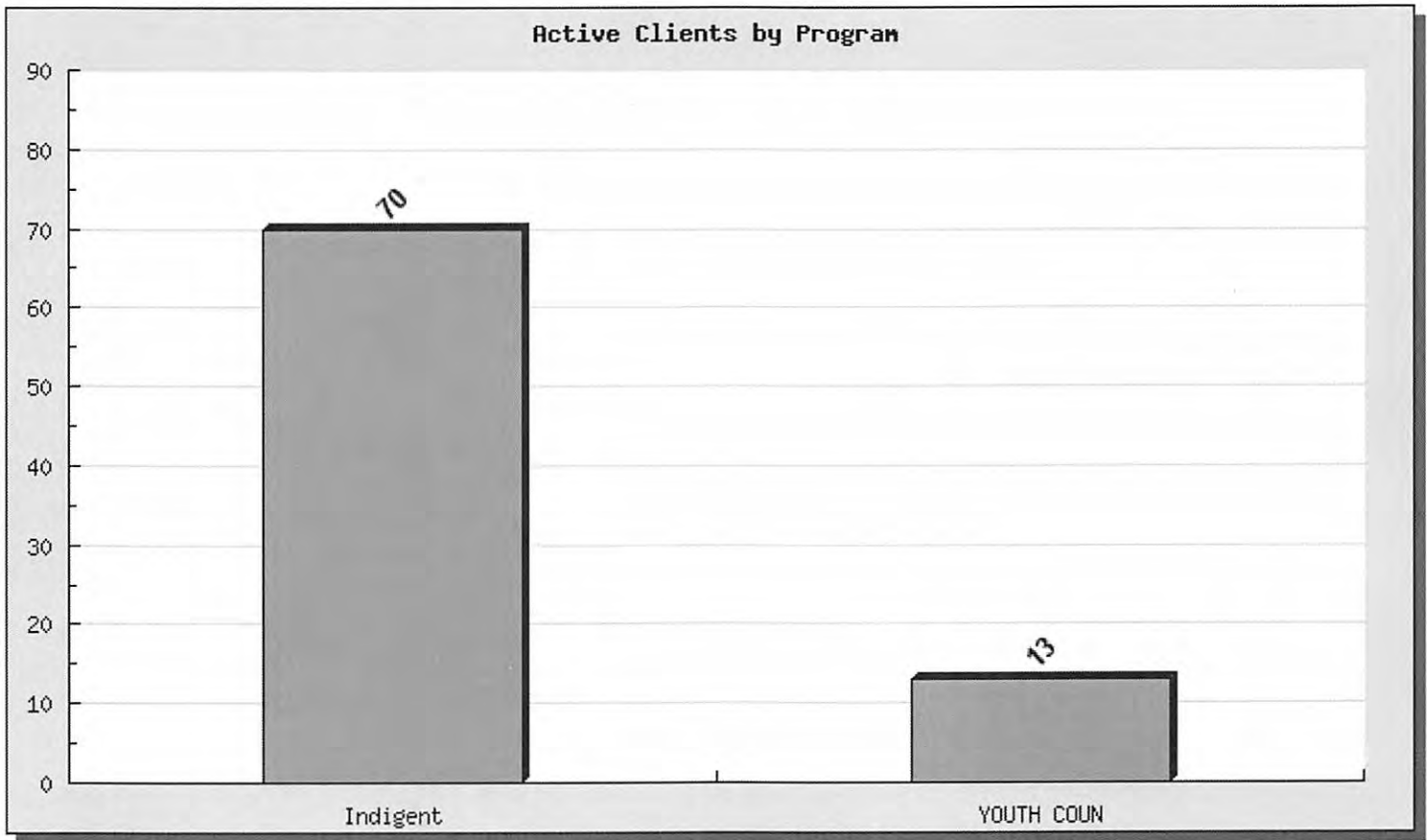
**Void Statistics for Void Dates 01/01/2019 through 1/31/19**

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

**Active Clients by Program for Eligibility Dates 01/01/2019 through 1/31/19**

Indigent	70
YOUTH COUNSELING	13

**Total Clients By Program** **83**



**Appointments Scheduled by Type for Appointment Dates 01/01/2019 through 1/31/19**

New Appointment	7
Renewal	10

**Total Appointments Scheduled** **17**

Issued 02/20/19

**Source Totals Report**

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 01/30/2019 through 01/31/2019

For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
02	Prescription Drugs	8,930.13	7,417.68
21	Wch Clinic	6,645.60	2,724.69
24	Wch Er	46,142.00	18,918.22
25	Wch Lab/X-Ray	7,651.00	3,136.91
27	Wch Labs	7,006.00	2,872.46
28	Wch Xray	7,288.00	2,988.08
31	Utmb - Physician Services	8,482.00	2,389.04
31-1	Utmb - Anesthesia Services	976.00	776.00
34	Utmb Out-Patient	40,225.82	9,654.20
44	Lab/Xray Readings	85.00	34.85
<b>Expenditures</b>		<b>133,431.55</b>	<b>50,912.13</b>
<b>Reimb/Adjustments</b>			
<b>Grand Total</b>		<b>133,431.55</b>	<b>50,912.13</b>

**Source Totals Report Detail**

Invoice #	Source	DOS	Amount Billed	Amount Paid
036-3363*65460*12	02	01/09/2019	138.00	138.00
1011*1002*6	02	01/15/2019	8.50	8.50
1040*18651*24	02	01/25/2019	27.67	19.81
1054*65460*21	02	01/31/2019	432.31	346.49
1061*65460*14	02	01/10/2019	9.34	9.34
1079*65460*11	02	01/31/2019	51.22	51.22
1103*65460*8	02	01/07/2019	74.43	57.83
1121*65460*2	02	01/28/2019	27.05	27.05
1124*65460*2	02	01/17/2019	7.67	7.67
036-2942*18651*86	02	01/24/2019	389.93	306.35
036-2942*18651*86	02	01/24/2019	29.75	29.75
036-3217*65460*30	02	01/29/2019	25.46	25.46
036-3217*65460*30	02	01/31/2019	55.47	55.47
1006*18651*5	02	01/14/2019	6.67	4.86
1006*18651*5	02	01/14/2019	55.66	27.61
1011*65460*33	02	01/25/2019	49.66	45.21
1011*65460*33	02	01/29/2019	554.85	363.32
1091*65460*11	02	01/02/2019	541.00	430.41
1091*65460*11	02	01/08/2019	21.82	21.82
1093*18651*6	02	01/07/2019	292.28	137.28
1093*18651*6	02	01/02/2019	25.00	25.00
1107*65460*5	02	01/11/2019	481.08	481.08
1107*65460*5	02	01/15/2019	26.35	26.35
1110*18651*5	02	01/07/2019	9.77	4.27
1110*18651*5	02	01/07/2019	75.61	36.94
1112*65460*3	02	01/04/2019	85.92	63.76
1112*65460*3	02	01/04/2019	7.34	7.34
1116*65460*3	02	01/21/2019	85.92	63.76
1116*65460*3	02	01/30/2019	10.00	10.00
1118*65460*2	02	01/31/2019	32.99	32.99
1118*65460*2	02	01/03/2019	32.99	32.99
036-2815*65460*18	02	01/02/2019	978.35	827.80
036-2815*65460*18	02	01/02/2019	78.75	78.75

036-2815*65460*18	02	01/14/2019	28.61	28.61
036-2865*65460*2	02	01/16/2019	43.94	43.94
036-2865*65460*2	02	01/16/2019	475.52	367.55
036-2865*65460*2	02	01/22/2019	26.66	26.66
036-3067*65460*16	02	01/28/2019	53.40	53.40
036-3067*65460*16	02	01/30/2019	7.79	7.79
036-3067*65460*16	02	01/10/2019	7.83	7.83
036-3432*65460*36	02	01/07/2019	5.63	5.63
036-3432*65460*36	02	01/07/2019	7.60	7.60
036-3432*65460*36	02	01/07/2019	36.32	36.32
1008*18651*23	02	01/02/2019	15.84	11.08
1008*18651*23	02	01/03/2019	17.89	12.48
1008*18651*23	02	01/02/2019	44.97	44.97
1038*65460*26	02	01/02/2019	145.07	145.07
1038*65460*26	02	01/02/2019	231.00	231.00
1038*65460*26	02	01/02/2019	40.00	40.00
1049*65460*22	02	01/05/2019	40.94	40.94
1049*65460*22	02	01/02/2019	80.70	80.70
1049*65460*22	02	01/29/2019	12.00	12.00
1086*18651*11	02	01/02/2019	53.12	26.35
1086*18651*11	02	01/02/2019	20.00	20.00
1086*18651*11	02	01/23/2019	79.50	69.23
1102*18651*5	02	01/04/2019	407.61	262.53
1102*18651*5	02	01/04/2019	79.87	38.91
1102*18651*5	02	01/04/2019	97.94	47.30
1104*18651*7	02	01/08/2019	10.75	6.64
1104*18651*7	02	01/08/2019	12.29	7.79
1104*18651*7	02	01/08/2019	25.00	25.00
1122*65460*2	02	01/31/2019	6.73	6.73
1122*65460*2	02	01/31/2019	6.20	6.20
1122*65460*2	02	01/31/2019	7.67	7.67
1123*65460*2	02	01/02/2019	85.92	63.76
1123*65460*2	02	01/02/2019	35.09	35.09
1123*65460*2	02	01/02/2019	160.89	160.89
1125*18651*1	02	01/31/2019	56.11	45.21
1125*18651*1	02	01/31/2019	9.86	8.53
1125*18651*1	02	01/31/2019	17.16	14.14
036-2783*18651*92	02	01/21/2019	25.00	25.00
036-2783*18651*92	02	01/23/2019	38.00	38.00
036-2783*18651*92	02	01/21/2019	50.00	39.84
036-2783*18651*92	02	01/21/2019	50.00	50.00
036-3413*65460*36	02	01/11/2019	85.92	63.76
036-3413*65460*36	02	01/11/2019	26.35	26.35
036-3413*65460*36	02	01/11/2019	14.90	14.90
036-3413*65460*36	02	01/21/2019	6.81	6.81
1024*65460*28	02	01/14/2019	9.56	8.71
1024*65460*28	02	01/14/2019	13.75	13.75
1024*65460*28	02	01/22/2019	12.00	12.00
1024*65460*28	02	01/23/2019	41.39	41.39
1075*18651*11	02	01/03/2019	25.00	25.00
1075*18651*11	02	01/02/2019	30.00	25.93
1075*18651*11	02	01/14/2019	46.14	22.86
1075*18651*11	02	01/28/2019	48.86	48.86
1096*65460*8	02	01/28/2019	7.49	7.49
1096*65460*8	02	01/28/2019	9.90	9.90
1096*65460*8	02	01/09/2019	15.00	15.00
1096*65460*8	02	01/09/2019	6.10	6.10
1098*65460*9	02	01/02/2019	74.96	74.96
1098*65460*9	02	01/11/2019	16.73	16.73

1098*65460*9	02	01/25/2019	6.36	6.36
1098*65460*9	02	01/25/2019	27.39	27.39
036-2475*65460*26	02	01/23/2019	26.66	26.66
036-2475*65460*26	02	01/09/2019	34.40	34.40
036-2475*65460*26	02	01/09/2019	30.23	30.23
036-2475*65460*26	02	01/09/2019	13.24	13.24
036-2475*65460*26	02	01/09/2019	45.50	45.50
036-3364*18651*59	02	01/30/2019	42.61	21.19
036-3364*18651*59	02	01/30/2019	24.00	24.00
036-3364*18651*59	02	01/30/2019	24.00	24.00
036-3364*18651*59	02	01/30/2019	23.62	12.76
036-3364*18651*59	02	01/30/2019	22.87	22.87
1019*65460*29	02	01/02/2019	36.28	36.28
1019*65460*29	02	01/02/2019	28.67	28.67
1019*65460*29	02	01/02/2019	5.63	5.63
1019*65460*29	02	01/02/2019	56.96	56.96
1019*65460*29	02	01/02/2019	6.74	6.74
1046*65460*22	02	01/22/2019	11.07	11.07
1046*65460*22	02	01/31/2019	30.84	30.84
1046*65460*22	02	01/31/2019	36.32	36.32
1046*65460*22	02	01/31/2019	34.52	34.52
1046*65460*22	02	01/31/2019	33.77	33.77
1066*65460*4	02	01/04/2019	6.50	6.50
1066*65460*4	02	01/04/2019	28.42	28.42
1066*65460*4	02	01/08/2019	12.00	12.00
1066*65460*4	02	01/24/2019	17.93	17.93
1066*65460*4	02	01/24/2019	44.08	44.08
1095*18651*4	02	01/03/2019	7.21	5.10
1095*18651*4	02	01/15/2019	56.11	45.21
1095*18651*4	02	01/15/2019	13.78	7.95
1095*18651*4	02	01/15/2019	9.86	8.53
1095*18651*4	02	01/15/2019	48.60	24.11
1111*65460*4	02	01/09/2019	6.24	6.24
1111*65460*4	02	01/09/2019	5.72	5.72
1111*65460*4	02	01/18/2019	5.96	5.96
1111*65460*4	02	01/24/2019	10.00	10.00
1111*65460*4	02	01/24/2019	76.78	76.78
1106*65460*6	02	01/17/2019	11.66	10.33
1106*65460*6	02	01/23/2019	6.56	6.56
1106*65460*6	02	01/23/2019	12.92	12.92
1106*65460*6	02	01/23/2019	18.71	13.29
1106*65460*6	02	01/23/2019	21.26	15.23
1106*65460*6	02	01/24/2019	25.93	25.93
1106*65460*6	02	01/11/2019	6.13	6.13

47 invoices, 136 line items

8,930.13

7,417.68

036-2980*63057*1	21	01/02/2019	277.00	113.57
1006*63057*6	21	01/14/2019	359.00	147.19
1049*63057*13	21	01/05/2019	243.00	99.63
1086*63057*4	21	01/02/2019	779.00	319.39
1011*63057*32	21	01/04/2019	199.20	81.67
1011*63057*32	21	12/20/2018	63.40	25.99
1066*63057*4	21	01/04/2019	236.00	96.76
1066*63057*4	21	01/08/2019	236.00	96.76
1111*63057*4	21	01/16/2019	236.00	96.76
1111*63057*4	21	01/24/2019	236.00	96.76
1024*63057*26	21	01/22/2019	236.00	96.76
1024*63057*26	21	01/14/2019	314.00	128.74

1107*63057*5	21	01/11/2019	158.00	64.78
1107*63057*5	21	01/15/2019	158.00	64.78
1107*63057*5	21	01/19/2019	198.00	81.18
1121*63057*2	21	01/24/2019	236.00	96.76
1121*63057*2	21	01/25/2019	236.00	96.76
1095*63057*2	21	01/03/2019	236.00	96.76
036-2475*63057*30	21	01/09/2019	236.00	96.76
036-2865*63057*2	21	01/10/2019	236.00	96.76
036-2783*63057*18	21	01/23/2019	671.00	275.11
036-3413*63057*13	21	01/11/2019	158.00	64.78
1008*63057*20	21	01/02/2019	236.00	96.76
1123*63057*2	21	01/24/2019	236.00	96.76
1070*63057*11	21	01/23/2019	236.00	96.76
<b>18 invoices, 25 line items</b>			<b>6,645.60</b>	<b>2,724.69</b>
1066*63057*4	24	12/16/2018	130.00	53.30
1111*63057*4	24	01/08/2019	1,392.00	570.72
1107*63057*5	24	01/17/2019	1,405.00	576.05
1107*63057*5	24	01/25/2019	12,297.00	5,041.77
1095*63057*2	24	01/14/2019	4,985.00	2,043.85
036-3067*63057*14	24	01/28/2019	8,268.00	3,389.88
1096*63057*9	24	01/26/2019	1,648.00	675.68
1112*63057*4	24	01/04/2019	5,658.00	2,319.78
1116*63057*3	24	01/21/2019	1,373.00	562.93
1125*63057*1	24	01/23/2019	8,986.00	3,684.26
<b>9 invoices, 10 line items</b>			<b>46,142.00</b>	<b>18,918.22</b>
036-2475*63057*30	25	01/09/2019	2,349.00	963.09
036-2865*63057*2	25	01/17/2019	2,377.00	974.57
1125*63057*1	25	01/29/2019	2,925.00	1,199.25
<b>3 invoices, 3 line items</b>			<b>7,651.00</b>	<b>3,136.91</b>
1024*63057*26	27	01/22/2019	1,890.00	774.90
1107*63057*5	27	01/11/2019	929.00	380.89
036-2783*63057*18	27	01/23/2019	2,390.00	979.90
1091*63057*9	27	01/23/2019	444.00	182.04
1115*63057*2	27	12/03/2018	130.00	53.30
1070*63057*11	27	01/29/2019	189.00	77.49
1070*63057*11	27	01/23/2019	1,034.00	423.94
<b>6 invoices, 7 line items</b>			<b>7,006.00</b>	<b>2,872.46</b>
1121*63057*2	28	01/25/2019	689.00	282.49
036-3413*63057*13	28	01/16/2019	2,184.00	895.44
1008*63057*20	28	01/02/2019	652.00	267.32
1123*63057*2	28	01/03/2019	3,763.00	1,542.83
<b>4 invoices, 4 line items</b>			<b>7,288.00</b>	<b>2,988.08</b>
036-2475*63615*2	31	11/15/2018	273.00	65.29
036-2783*63615*6	31	11/06/2018	270.00	75.60
036-2815*63615*6	31	12/12/2018	162.00	58.06
1006*63615*1	31	01/24/2019	183.00	68.33
1008*63615*6	31	11/16/2018	30.00	10.26
1066*63615*1	31	01/15/2019	415.00	116.20

1075*63615*6	31	01/14/2019	183.00	39.92
1091*63615*6	31	11/07/2018	95.00	26.60
1114*63615*2	31	01/25/2019	273.00	65.29
1075*63615*5	31	12/06/2018	2,046.00	572.88
1075*63615*5	31	12/06/2018	850.00	238.00
1093*63615*2	31	01/24/2019	273.00	65.29
1093*63615*2	31	01/24/2019	23.00	7.70
1111*63615*2	31	12/31/2018	270.00	56.08
1111*63615*2	31	12/31/2018	35.00	13.15
1086*63615*1	31	12/03/2018	23.00	8.02
1086*63615*1	31	12/03/2018	273.00	65.29
1086*63615*1	31	12/03/2018	148.00	41.44
1102*63615*4	31	12/06/2018	75.00	36.56
1102*63615*4	31	12/06/2018	165.00	61.27
1102*63615*4	31	12/06/2018	110.00	30.80
1114*63615*1	31	12/06/2018	23.00	6.44
1114*63615*1	31	12/06/2018	513.00	118.78
1114*63615*1	31	12/06/2018	68.00	25.66
1116*63615*2	31	12/20/2018	48.00	13.21
1116*63615*2	31	12/20/2018	10.00	2.29
1116*63615*2	31	12/20/2018	178.00	51.30
1081*63615*3	31	12/04/2018	270.00	56.08
1081*63615*3	31	11/29/2018	195.00	73.78
1081*63615*3	31	11/29/2018	93.00	42.34
1081*63615*3	31	12/03/2018	195.00	68.00
1096*63615*2	31	12/11/2018	165.00	61.58
1096*63615*2	31	12/11/2018	93.00	42.34
1096*63615*2	31	11/13/2018	273.00	65.29
1096*63615*2	31	11/13/2018	183.00	39.92

18 invoices, 35 line items

8,482.00

2,389.04

1075*63615*5	31-1	12/06/2018	640.00	440.00
1075*63615*5	31-1	12/06/2018	336.00	336.00

1 invoices, 2 line items

976.00

776.00

036-2475*63614*5	34	11/15/2018	1,853.00	444.72
036-2783*63614*7	34	11/06/2018	918.00	220.32
036-2815*63614*5	34	12/02/2018	4,196.95	1,007.27
1006*63614*1	34	01/24/2019	1,828.00	438.72
1066*63614*1	34	01/15/2019	443.00	106.32
1075*63614*5	34	12/06/2018	10,105.50	2,425.32
1075*63614*6	34	01/14/2019	323.00	77.52
1086*63614*1	34	12/03/2018	1,468.04	352.33
1086*63614*2	34	12/03/2018	499.00	119.76
1091*63614*5	34	11/07/2018	179.00	42.96
1091*63614*6	34	01/24/2019	323.00	77.52
1093*63614*2	34	01/24/2019	558.00	133.92
1096*63614*3	34	12/11/2018	904.00	216.96
1114*63614*1	34	12/06/2018	709.00	170.16
1114*63614*2	34	01/25/2019	757.00	181.68
1116*63614*2	34	12/20/2018	4,499.95	1,079.99
1102*63614*4	34	12/06/2018	6,328.38	1,518.81
1102*63614*4	34	12/06/2018	688.00	165.12
1111*63614*2	34	12/31/2018	482.00	115.68
1111*63614*2	34	12/31/2018	395.00	94.80
1081*63614*2	34	11/29/2018	617.00	148.08
1081*63614*2	34	12/03/2018	1,828.00	438.72

1081*63614*2	34	12/04/2018	323.00	77.52
<b>19 invoices, 23 line items</b>			<b>40,225.82</b>	<b>9,654.20</b>
036-2815*63057*17	44	10/02/2018	45.00	18.45
036-2856*63057*15	44	10/02/2018	40.00	16.40
<b>2 invoices, 2 line items</b>			<b>85.00</b>	<b>34.85</b>
<b>Grand Totals</b>			<b>133,431.55</b>	<b>50,912.13</b>
<b>111 invoices listed.</b>				
<b>247 line items listed.</b>				



(Batch date 1-30-19-131-19)  
1

### Amount paid on client

Client #	Term Date	Amount Billed	Amount Paid
1011	6/30/2019	875.61	524.69
036-3413	1/30/2019	2,475.98	1,072.04
1111	4/30/2019	3,150.70	1,148.65
1008	4/30/2019	996.7	442.87
1104	2/28/2019	48.04	39.43
1075	4/30/2019	14,633.50	4,252.29
036-2865	2/28/2019	3,159.12	1,509.48
1102	7/31/2019	7,951.80	2,161.30
1123	6/30/2019	4,280.90	1,899.33
036-2815	4/30/2019	5,489.66	2,018.94
1103	1/31/2019	74.43	57.83
1095	6/30/2019	5,356.56	2,231.51
1061	9/30/2019	9.34	9.34
036-2783	9/30/2019	4,412.00	1,703.77
036-2856	10/31/2018	40	16.4
1081	2/28/2019	3,521.00	904.52
036-2942	6/30/2019	419.68	336.1
1096	6/30/2019	3,304.49	1,140.26
1098	6/30/2019	125.44	125.44
1107	3/31/2019	15,652.43	6,716.88
1114	4/30/2019	2,343.00	568.01
1038	4/30/2019	416.07	416.07
1115	5/31/2019	130	53.3
1054	1/31/2019	432.31	346.49
1079	1/31/2019	51.22	51.22
1106	2/28/2019	103.17	90.39
1116	4/30/2019	6,204.87	1,783.48
1125	2/19/2019	11,994.13	4,951.39
1006	5/31/2019	2,432.33	686.71
1040	3/31/2019	27.67	19.81
1124	6/30/2019	7.67	7.67
1024	6/30/2019	2,516.70	1,076.25
1019	2/28/2019	134.28	134.28
1112	4/30/2019	5,751.26	2,390.88
036-3217	3/31/2019	80.93	80.93
1091	4/30/2019	1,603.82	781.35
1121	6/30/2019	1,188.05	503.06
1046	7/31/2019	146.52	146.52
1122	6/30/2019	20.6	20.6
036-3364	7/31/2019	137.1	104.82

036-2475	6/30/2019	4,861.03	1,719.89
036-3067	7/31/2019	8,337.02	3,458.90
1066	6/30/2019	1,568.93	578.27
1049	7/31/2019	376.64	233.27
036-3432	6/30/2019	49.55	49.55
1110	3/31/2019	85.38	41.21
036-3363	4/30/2019	138	138
1118	6/30/2019	65.98	65.98
036-2980	6/30/2019	277	113.57
1093	6/30/2019	1,171.28	369.19
1070	7/31/2019	1,459.00	598.19
1086	4/30/2019	3,342.66	1,021.81
	Total	133,431.55	50,912.13

Including Decembers Invoices  
from WTM.B.

# Exhibit “C”

## Hubert Oxford IV

---

**From:** Gary Klein <gary@caringhealthcare.net>  
**Sent:** Tuesday, September 12, 2017 1:53 PM  
**To:** Hubert Oxford IV  
**Subject:** Re: Sales Tax Exception Statute for Governmental Entities

We have been doing it for years. The facility signs as they are the purchaser. I don't know of any risks. It's a legitimate government entity.

On Sep 12, 2017, at 2:50 PM, Hubert Oxford IV <[hoxfordiv@benoxford.com](mailto:hoxfordiv@benoxford.com)> wrote:

See attached. Genesis is wanting for the District to execute this form and by doing so, our Genesis facilities will be able to purchase goods in Texas tax free. Are you doing this anywhere? If so, would you want to do this with our homes? What are the risks?

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

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---

**From:** Vestal, Marc [<mailto:Marc.Vestal@GenesisHCC.com>]  
**Sent:** Tuesday, September 12, 2017 12:29 PM  
**To:** Hubert Oxford IV <[hoxfordiv@benoxford.com](mailto:hoxfordiv@benoxford.com)>; Joe Proll <[jproll@hcsgrpcorp.com](mailto:jproll@hcsgrpcorp.com)>  
**Cc:** Mistretta, Cassie <[Cassandra.Mistretta@GenesisHCC.com](mailto:Cassandra.Mistretta@GenesisHCC.com)>; Salamon, Teresa <[Teresa.Salamon@GenesisHCC.com](mailto:Teresa.Salamon@GenesisHCC.com)>; Rosskamp, Alison <[Alison.Rosskamp@GenesisHCC.com](mailto:Alison.Rosskamp@GenesisHCC.com)>; Schueftan, Norman <[Norman.Schueftan@GenesisHCC.com](mailto:Norman.Schueftan@GenesisHCC.com)>; Ridgley, Michelle <[Michelle.Ridgley@GenesisHCC.com](mailto:Michelle.Ridgley@GenesisHCC.com)>; Tim Hubka <[thubka@hcsgrpcorp.com](mailto:thubka@hcsgrpcorp.com)>; Megan Schramm <[mschramm@hcsgrpcorp.com](mailto:mschramm@hcsgrpcorp.com)>  
**Subject:** RE: Sales Tax Exception Statute for Governmental Entities

Hubert,

Please see attached. Thanks

Marc Vestal  
Senior Tax Director  
Genesis Healthcare  
101 East State Street  
Kennett Square, PA 19348  
610-444-8426

---

**From:** Hubert Oxford IV [<mailto:hoxfordiv@benoxford.com>]  
**Sent:** Monday, September 11, 2017 5:02 PM  
**To:** Joe Proll <[jproll@hcsghcorp.com](mailto:jproll@hcsghcorp.com)>; Vestal, Marc <[Marc.Vestal@GenesisHCC.com](mailto:Marc.Vestal@GenesisHCC.com)>  
**Cc:** Mistretta, Cassie <[Cassandra.Mistretta@GenesisHCC.com](mailto:Cassandra.Mistretta@GenesisHCC.com)>; Salamon, Teresa <[Teresa.Salamon@GenesisHCC.com](mailto:Teresa.Salamon@GenesisHCC.com)>; Rosskamp, Alison <[Alison.Rosskamp@GenesisHCC.com](mailto:Alison.Rosskamp@GenesisHCC.com)>; Schueftan, Norman <[Norman.Schueftan@GenesisHCC.com](mailto:Norman.Schueftan@GenesisHCC.com)>; Ridgley, Michelle <[Michelle.Ridgley@GenesisHCC.com](mailto:Michelle.Ridgley@GenesisHCC.com)>; Tim Hubka <[thubka@hcsghcorp.com](mailto:thubka@hcsghcorp.com)>; Megan Schramm <[mschramm@hcsghcorp.com](mailto:mschramm@hcsghcorp.com)>  
**Subject:** RE: Sales Tax Exception Statute for Governmental Entities

Please fix accordingly and send to me.

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

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**From:** Joe Proll [<mailto:jproll@hcsghcorp.com>]  
**Sent:** Monday, September 11, 2017 3:55 PM  
**To:** Vestal, Marc <[Marc.Vestal@genesishcc.com](mailto:Marc.Vestal@genesishcc.com)>  
**Cc:** Hubert Oxford IV <[hoxfordiv@benoxford.com](mailto:hoxfordiv@benoxford.com)>; Mistretta, Cassie <[Cassandra.Mistretta@genesishcc.com](mailto:Cassandra.Mistretta@genesishcc.com)>; Salamon, Teresa <[Teresa.Salamon@genesishcc.com](mailto:Teresa.Salamon@genesishcc.com)>; Rosskamp, Alison <[Alison.Rosskamp@genesishcc.com](mailto:Alison.Rosskamp@genesishcc.com)>; Schueftan, Norman <[Norman.Schueftan@genesishcc.com](mailto:Norman.Schueftan@genesishcc.com)>; Ridgley, Michelle <[Michelle.Ridgley@genesishcc.com](mailto:Michelle.Ridgley@genesishcc.com)>; Tim Hubka <[thubka@hcsghcorp.com](mailto:thubka@hcsghcorp.com)>; Megan Schramm <[mschramm@hcsghcorp.com](mailto:mschramm@hcsghcorp.com)>  
**Subject:** Re: Sales Tax Exception Statute for Governmental Entities

I will also relate than in our experience under audit by the state that it is helpful when the facility name is included on the Purchaser line with the name of the hospital district, otherwise we have needed other means to prove to the auditor that the facility is affiliated with the hospital

district. It makes it easy on them to match the facility from our customer records and invoices to the name on the certificate.

Regards

**Joe Proll, CPA | Director of Taxes**

Healthcare Services Group, Inc.

3220 Tillman Drive | Suite 300 | Bensalem, PA 19020

Office: [267.525.8556](tel:267.525.8556) | Fax: [267.525.8656](tel:267.525.8656) | Cell: [267.566.4798](tel:267.566.4798)

Email: [jproll@hcsqcorp.com](mailto:jproll@hcsqcorp.com)

On Mon, Sep 11, 2017 at 4:41 PM, Vestal, Marc <[Marc.Vestal@genesishcc.com](mailto:Marc.Vestal@genesishcc.com)> wrote:

Thanks, that makes sense. Although including the statute couldn't hurt, I think just the uncodified citation as provided by HCSG would also suffice:

Purchaser is claiming exemption under Chapter 20, Title 122A of the Texas Limited

Sales, Excise and Use Tax Act in that it is a governmental subdivision of the

State of Texas.

Marc Vestal

Senior Tax Director

Genesis Healthcare

101 East State Street

Kennett Square, PA 19348

610-444-8426

---

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

**Sent:** Monday, September 11, 2017 3:47 PM

**To:** Mistretta, Cassie <[Cassandra.Mistretta@GenesisHCC.com](mailto:Cassandra.Mistretta@GenesisHCC.com)>; Salamon, Teresa

<[Teresa.Salamon@GenesisHCC.com](mailto:Teresa.Salamon@GenesisHCC.com)>; Rosskamp, Alison <[Alison.Rosskamp@GenesisHCC.com](mailto:Alison.Rosskamp@GenesisHCC.com)>; Vestal, Marc <[Marc.Vestal@GenesisHCC.com](mailto:Marc.Vestal@GenesisHCC.com)>; Schueftan, Norman <[Norman.Schueftan@GenesisHCC.com](mailto:Norman.Schueftan@GenesisHCC.com)>; Ridgley, Michelle <[Michelle.Ridgley@GenesisHCC.com](mailto:Michelle.Ridgley@GenesisHCC.com)>; Tim Hubka <[thubka@hcsghcorp.com](mailto:thubka@hcsghcorp.com)>; Joe Proll <[jproll@hcsghcorp.com](mailto:jproll@hcsghcorp.com)>

**Subject:** Sales Tax Exception Statute for Governmental Entities

Per our phone call, here is the statute that is actually the codified version of Chapter 20, Title 122A of the Texas Limited Sales, Excise and Use Tax Act as referenced in the attached Sales and Use Tax Exemption form. Also, please find the Administrative Rule that provides instruction on how the statute is to be implanted.

Should we cite the statute in the exemption form?

Hubert Oxford, IV

Benckenstein & Oxford, L.L.P.

3535 Calder Avenue, Suite 300

Beaumont, Texas 77706

(409) 951-4721 Direct

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**From:** [LexisNexisDelivery@lexisnexis.com](mailto:LexisNexisDelivery@lexisnexis.com) [mailto:[LexisNexisDelivery@lexisnexis.com](mailto:LexisNexisDelivery@lexisnexis.com)]

**Sent:** Monday, September 11, 2017 2:36 PM

**To:** Hubert Oxford IV <[hoxfordiv@benoxford.com](mailto:hoxfordiv@benoxford.com)>

**Subject:** Email:Tex. Tax Code \_ 151.309

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 Delivery

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<HCSG SUT Exempt Cert - Winnie Stowell HD.pdf>



## Hubert Oxford IV

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**From:** David B. Smith <david.smith@newlighthhealthcare.com>  
**Sent:** Friday, February 08, 2019 12:53 PM  
**To:** Hubert Oxford IV  
**Cc:** Lee Hughes  
**Subject:** FW: HCSG at Centerville

FYI

David B. Smith / Vice President - Corporate Affairs  
NewLight Healthcare / 7500 Rialto Blvd, Bldg. 1, Ste. 250 / Austin, Texas 78735

817-891-7515 mobile

---

**From:** Trent Krienke <[tkrienke@rcmhlaw.com](mailto:tkrienke@rcmhlaw.com)>  
**Date:** Wednesday, January 9, 2019 at 10:24 AM  
**To:** Lee Hughes <[lee.hughes@newlighthhealthcare.com](mailto:lee.hughes@newlighthhealthcare.com)>  
**Cc:** "David B. Smith" <[david.smith@newlighthhealthcare.com](mailto:david.smith@newlighthhealthcare.com)>  
**Subject:** RE: HCSG at Centerville

Lee,

Under the Management Agreement, the manager is obligated to enter into any and all vendor contracts related to the facility. As a result, the manager pays sales tax related to these goods and services.

If Liberty desired, Liberty could enter into certain contracts directly with the facility's vendors. As a result, the facility would not have to pay sales tax for the goods/services furnished under the contract.

The advantage to having Liberty become a party to the contract is that the facility would not pay sales tax. However, there are two disadvantages. First, based on the current flow of funds under the Management Agreement, any sales tax savings would benefit the manager (SLP) and not Liberty directly. In addition, Liberty would become legally responsible to the vendor for the payments. If there was a lawsuit related to the contract, such as a claim for breach of contract, Liberty would likely be legally responsible to the vendor for the payments. Liberty could then seek to be indemnified by the manager pursuant to the terms of the Management Agreement.

**Trent Krienke**

Member  
Reed, Claymon, Meeker & Hargett, PLLC  
512-660-5963 direct

---

**From:** Lee Hughes [<mailto:lee.hughes@newlighthhealthcare.com>]  
**Sent:** Tuesday, January 8, 2019 4:13 PM  
**To:** Trent Krienke <[tkrienke@rcmhlaw.com](mailto:tkrienke@rcmhlaw.com)>  
**Cc:** David Smith <[david.smith@newlighthhealthcare.com](mailto:david.smith@newlighthhealthcare.com)>  
**Subject:** Fwd: HCSG at Centerville

?

Lee Hughes / Executive Vice President / **NewLight Healthcare** / [7500 Rialto Blvd.](#), Bldg. 1, Suite 250 / Austin, TX 78735

[325.660.9689](#) mobile

Sent from my iPhone

Begin forwarded message:

**From:** Richard Agnew <[richard.agnew@seniorlivingproperties.com](mailto:richard.agnew@seniorlivingproperties.com)>  
**Date:** January 8, 2019 at 3:46:29 PM CST  
**To:** "David B. Smith" <[david.smith@newlighthhealthcare.com](mailto:david.smith@newlighthhealthcare.com)>, Lee Hughes <[lee.hughes@newlighthhealthcare.com](mailto:lee.hughes@newlighthhealthcare.com)>  
**Cc:** Rose Turner <[rose.turner@seniorlivingproperties.com](mailto:rose.turner@seniorlivingproperties.com)>  
**Subject:** FW: HCSG at Centerville

Dave and Lee,

Hope you guys had a good holiday. As with all of our QIPP hospital partners, we have asked for the tax exemption certificate of Liberty for Centerville. As the owner of the facility license and recognized operator of the facility, SLPO via its contract with the hospital is able to purchase services, specifically our housekeeping services, on a tax exempt basis. We have asked Charice for the certificate and she is rightfully hesitant to provide the same. Is this something you can help us get, or if there are questions, we can have a call to discuss?

Richard

# Exhibit “D”

<b>Winnie-Stowell Hospital District</b>			
<b>Executive Summary of Nursing Home Monthly Site Visits</b>			
<b>January 2019</b>			
<b>Facility</b>	<b>Operator</b>		<b>Comments</b>
<b>Oak Manor</b>	SLP		Census: 31. Facility had their full book survey in September 2018, they received 11 tags total, all were minor. There were no reportable incidents since the last visit. The facility is doing well to adapt to the change in ownership, there are the usual issues, but they have done well. The new Administrator is excited to start a marketing campaign to get the census up.
<b>Oakland Manor</b>	SLP		Census: 56. Facility had their annual survey in December 2018, they had 3 total tags, all minor. One reportable incident since the last visit, there was a complaint from a family about resident neglect, the incident has not been investigated. The new ownership company is planning on making much needed repairs in the facility, they will start by replacing the skylights.
<b>Hallettsville Rehabilitation and Nursing Center</b>	SLP		Census: 75. The facility will be in their survey window in February 2019. There was one reportable incident since the last visit, it was a resident to resident altercation, it is expected to be cleared via desk review. The facility has had to use agency staffing due to the surge in the census. The new corporate office has installed six new heating and cooling units for the facility.
<b>Highland Park Rehabilitation and Nursing Center</b>	Caring Healthcare		Census: 68. The facility is currently in their survey window. There are no reportable incidents since the last visit. The facility is doing well, they are adjusting to the increased census as that brings increased needs from the residents. The facility is trying to reduce their use of pharmacological interventions and are using activities as an alternative.
<b>Monument Rehabilitation and Nursing Center</b>	Regency		Census:70. Facility had their survey in November 2018. They received fifteen tags all were minor, their POC was accepted by the state. One reportable incident since the last visit, the medicine cart lost a card of medicine, the facility was cleared following an investigation. The facility has seen an uptick in their census which has led to the use of agency staffing.
<b>Park Manor of Cyfair</b>	HMG		Census: 102. Facility had their annual survey in March 2018, they are in their survey window for 2019. There were no reportable incidents since the last visit. The facility was mostly neat and clean, there was some clutter in one of the hallways that the facility was working on clearing. The therapy gym was in heavy use and there were activities going on during the visit.

<b>Park Manor of Cypress Station</b>	HMG		Census: 78. Facility had their annual survey in October 2018, they received 3 tags. Their POC was accepted by the state. There were six reportable incidents since the last visit, following review the facility was not cited. The facility continues to their focus on their QAPI objectives, the DON is also doing on-going education regarding antibiotic stewardship.
<b>Park Manor of Humble</b>	HMG		Census: 91. Facility had their annual survey in August 2018, they received eleven health deficiencies and five life-safety deficiencies. There were nine reportable incidents since the last visit, the facility was not cited. This facility is in the process of being renovated, progress continues to be made on the new therapy gym.
<b>Park Manor of Westchase</b>	HMG		Census: 96. Facility had their annual survey in February 2018, they are in their survey window. There were five reportable incidents since the last visit, the facility was not cited, and all the incidents were cleared. The facility has a high population of Chinese and Vietnamese residents, the facility has nurses who are fluent in those languages and they have menus in those languages as well.
<b>Spring Branch Transitional Care Center</b>	Caring Healthcare		Census: 192. The facility had their annual survey in March 2018, they are currently in their survey window. There were no reportable incidents since the last visit. This facility now has a game room complete with a pool table, foosball table, and ping-pong. During the visit a resident pulled a fire-alarm, the facility responded promptly and calmly, making sure the fire-drill was properly handled with good communication.

**December 2018**

Facility	Operator		Comments
<b>Park Manor of Conroe</b>	HMG		Census: 109. Facility had their annual survey in July 2018. They received 6 minor tags, their POC was accepted. No reportable incidents since the last visit. The facility has installed new carpet in one of the halls, it looks very nice. The ADONs are in charge of the antibiotic stewardship program as well as the drug regimen program, they have been effective thus far.
<b>Clairmont Beaumont</b>	Genesis		Census: NA. The tour was given by an LVN, the DON was meeting with a surveyor during the visit. Facility had their survey in June 2018, they received 15 tags. Their POC was accepted by the state. No reportable incidents since the last visit. The facility was very clean both inside and out, the new sign for the facility looks very nice.

<b>The Woodlands</b>	Genesis		Census: 144. Facility had their survey in May 2018. They received 11 tags, their POC was accepted by the state. There were six reportable incidents since the last visit, all were unsubstantiated following review. A drain hose had fallen from the ceiling, but maintenance was working on repairing it during the visit. There were no compliance issues noticed on the visit.
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**CONTACT:**

Administrator: Mr. Anthony Crawford

The site visit was conducted on January 22, 2019. I visited with Mr. Crawford on this date. Mr. Crawford has been with the facility for two months.

**FACILITY:**

The current census is 31. The breakdown is; Medicare-5; Medicaid-17; Private Pay-7; Private Insurance-1; Hospice-1; Pending Status-.

**SURVEY:**

The facility had their annual full-book survey on September 24-27<sup>th</sup>. The facility had seven tags in nursing, two tags in dietary, and two tags in Life, Safety. All tags were minor.

**REPORTABLE INCIDENTS:**

The facility did not have any reportable incidents for December.

**CLINICAL TRENDING:****A. Infections:**

The infection rate for December was under their threshold of 3.5%.

**B. Weight Loss:**

There were no weight loss issues.

**ADDITIONAL COMMENTS:**

The facility has a four- star quality rating overall.

Restraints-0

Pressure ulcers- For December-0%

Falls with major injuries- 3.8%.

Anti-psychotic medicines- The facility is currently at 4.2%.

Mr. Crawford is pleased with the direction operations are going. He indicated that corporate has approved the facility to get a new dryer for the laundry department.

The maintenance director is new and just recently started his employment with the facility.

Mr. Crawford indicated that the facility needs one weekend RN and two night CNAs.

The facility has been with Senior Living Properties for two full months and seems to be making the change as well as can be expected. The computer system is always the hardest to get changed over.

Mr. Crawford said that the staff of Senior Living Properties has been very patient and helpful during the change over.

Mr. Crawford hopes to have the opportunity to do some marketing in the next few months. He feels that he can help increase the census by getting out to do the marketing. He seems very energetic and excited about being with the facility.

The facility was very neat and clean and the residents seemed happy and well cared for.

**CONTACT:**

Administrator: Mr. Tony Vargas is no longer with the facility. The new administrator will start next week. I visited with the business office manager, Wendy.  
The site visit was conducted January 22, 2019.

**FACILITY:**

The census target is 52 and the current census is 56. The census breakdown is; Medicare-3; Medicaid-28; Private Pay-18; Private Insurance-3; Hospice-2; Pending Status-2.

**SURVEY:**

State came in on December 2-4 for the annual survey. The facility had a total of 3 tags, all minor.

**REPORTABLE INCIDENTS:**

The facility had one reportable incident for the month of December. The incident was a complaint from a family complaining of neglect of their family member living in the facility. The state has been notified but has not been in the facility to investigate.

**CLINICAL TRENDING:****Infections:**

The infection rate was below the threshold set by infection control.3%.

**Weight Loss:**

There were no issues for the month of December.

**ADDITIONAL COMMENTS:**

Staffing is in good shape at this time.

The business office manager indicated that the facility is staying within the budget targets.

The staff is working hard on the quality measures;

Restraints; 0

Falls with major injuries; 1 fall with injuries. 2%

Anti-psychotics; 18% Long Term;

Pressure ulcers- 7%

Overall quality is 4 star.

Overall star rating is 3.

The facility has been a Senior Living Property for two months. Representatives from Senior Living Properties have been in the facility on several occasions to assess needs for the facility. They have indicated the intent of replacing the skylights on the roof. That has been needed a long time.

The facility was very nice and clean, no odors throughout. The residents seemed happy and well cared for. Considering the time of year, the outside grounds were neat and clear of trash and debris.



**CONTACT**

Administrator: Mr. Jason Ohrt

The site visit was conducted on January 22, 2019. I visited with Mr. Jason Ohrt on this date.

**FACILITY**

The current census target is 67. The current census is 75. The breakdown is as follows; Medicare-14; Medicaid-26; Private Pay-12; Private Insurance-2; Hospice-6; Pending Status-4; V.A.-11.

**SURVEY**

The facility will be in their survey window in February.

**REPORTABLE INCIDENTS:**

The facility had one reportable incident in December. The incident was resident to resident in the secure unit. One resident had a medicine change which created a problem. The medical director changed the medicine back to the original medicine and all was well. State has not come in but will probably clear it with desk review.

**CLINICAL TRENDING****Infections:**

Infections were below thresholds.

**Weight Loss:**

There were no weight loss issues and no trending.

**ADDITIONAL COMMENT:**

The facility is working hard to control the quality measures.

Restraints-0

Pressure ulcers; 3%

Falls with Major injuries- 1 for May. Carry over of 2 falls-7%; national avg. 3.5%. 1 fall for September. 1.9%

Anti-psychotic medicine- Currently at 28.3%.

The facility has installed six new roof units for heating and air conditioning. Corporate office has indicated that a remodeling of the facility will begin in March.

Mr. Ohrt indicated that because of the increase in census, they are using some agency staff.

The change over has created some issues as it has in the other facilities. The computer system is the main focus and is beginning to smooth out.

Mr. Ohrt said that he is meeting the budget targets.

He and the staff are beginning to feel comfortable with the change over.

## **CONTACT**

Jherick Gutierrez- Administrator  
Sharon Cathey, RN - DON

## **FACILITY**

Highland Park is a 64-bed facility with a current overall star rating of 4 and a Quality Measures star rating of 2. The census on the date of this visit was 68: HMO- 4, Medicare- 11, other data not shared.

Jherick Gutierrez was available on the day of the visit and was kind enough to provide a tour. Highland Park is gaining momentum with census in their new location. The external grounds looked well-tended given the season. The parking lot was in good condition and was neat.

The salon was very neat, clean and attractively decorated. The courtyard was beautiful and made for an impressive tour of the property.

The dining room was clean and nicely decorated. However, the menus needed to be posted.

Rooms on 100 Hall were clean and had no odors. Signs for oxygen use were needed for several rooms. Bathrooms were clean and odor free. Basins, urinals, etc. were not labeled or bagged in several rooms. The main nurses' station was organized and uncluttered. Staff in the vicinity were dressed professionally and were friendly. Residents observed were well-groomed and appeared content. The large therapy gym was organized and clean. Several residents were being treated during the tour.

Director of Nursing, Sharon Cathey, RN, was available to provide some information. The facility is currently able to manage IVs and wounds. Her challenge is currently adjusting her staffing for census increase due to business growth. Areas of focus include falls. The facility is utilizing non-pharmacological interventions such as self-directed activities in the early evening using busy aprons and an activity aide is focusing on those who are sun-downing later in the day. Another focus is reduction of Antipsychotics. Her background is acute care. Thus, she manages the Antibiotic Stewardship program with her medical director who is very involved.

## **SURVEY**

The facility is in their window for their annual survey. They have received no deficiencies during this reporting period.

## **REPORTABLE INCIDENTS**

The facility has no reportable incidents and no outstanding deficiencies.

## **CLINICAL TRENDING**

### **Incidents/Falls:**

Information was not provided.

### **Infection Control:**

Information was not provided.

### **Weight loss:**

Information was not provided.

### **Pressure Ulcers:**

Information was not provided.

### **Restraints:**

The facility does not utilize restraints.

### **Staffing:**

The facility has an opening for an evening charge nurse.



Highland Park Rehabilitation and Nursing Center  
 8861 Fulton St., Houston, TX 77022 Site Visit:  
 1/29/2019

Quality Indicators from CASPER Report per CMS Website 1/29/19				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	25%	10.6%	12.8%	
New/Worsened Pressure Ulcers (S)	2.0%	.8%	.9%	
New Psychoactive Med Use (S)	4.3%	2.5%	1.9%	
Fall w/Major Injury (L)	2.3%	3.4%	3.4%	
UTI (L)	0%	2.6%	3.0%	
Self-Reported Mod/Sev Pain (L)	5.9%	4.8%	5.7%	
High risk with pressure ulcers (L)	.9%	5.9%	5.6%	
Loss of Bowel/Bladder Control(L)	38%	50.0%	48.2%	
Catheter(L)	3.3%	1.8%	1.8%	
Physical restraint(L)	0%	.1%	.3%	
Increased ADL Assistance(L)	13.5%	18.6%	14.9%	
Excessive Weight Loss(L)	6.2%	5.9%	7.0%	
Depressive symptoms(L)	4.8%	3.4%	4.6%	
Antipsychotic medication (L)	21.9%	14.5%	15.0%	



QIPP Component 1 Quality Metric for QTR-Sept/Oct/Nov 2018				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report				Information was not made available.

QIPP Component 2 (Modest) Quality Metrics for QTR – Sept/Oct/Nov 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	%	%	%		Information was not made available.
High Risk W/Pressure Ulcers	%	%	%		
Physical restraints	%	%	%		
Antipsychotic medication	%	%	%		



QIPP Component 3 (High) Quality Metrics for QTR – Sept/Oct/Nov 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	%	%	%		Information was not made available.
High Risk W/Pressure Ulcers	%	%	%		
Physical restraints	%	%	%		
Antipsychotic medication	%	%	%		

**CONTACT:**

Administrator: Ms. Margie McKee

The site visit was conducted on January 22, 2019. Ms. McKee has been the administrator for fourteen years. The facility was built in 1986 and is licensed for 108 beds.

**FACILITY:**

The census target is 58 and the current census is 70. The breakdown is; Medicare-8; Medicaid-37; Private Pay-23; Private Insurance-2, Hospice-; Pending Status-.

**SURVEY:**

The facility had their full book survey on November 28-30. The facility received eight nursing tags, two dietary tags and five life and safety tags. All tags were minor in nature. The plan of correction was completed and accepted by the state.

**REPORTABLE INCIDENTS:**

The facility did have one reportable incident for the month of December. The medicine cart lost a card of medicine. It was not considered a drug diversion incident. The state did come in to investigate and cleared the facility of the lost medication.

The state also cleared other outstanding reportable incidents from previous months.

**Infections:**

The infection rate was below the threshold set by infection control.

**Weight Loss:**

The facility had no unexpected weight loss or gain issues.

**ADDITIONAL COMMENT:**

Restraints-0

Pressure ulcers-The overall % rate is 0 for the month.

Falls with Major injuries- 0 for December.

Anti-psychotics- Currently at 16%

Ms. McKee indicated that the facility is meeting their budget targets. The facility has had a good increase in residents causing the need to utilize agency staff. The new owners have indicated that the facility will be getting some upgrades in equipment and in building remodel. She was not sure exactly what all the upgrades will include, but will be happy with any upgrades. The computer change over is still causing some issues but is getting better.

The facility was very neat and clean and the residents seemed happy and well cared for.

**CONTACT**

John Pinegar– Administrator  
Dee Linden, RN - DON

**FACILITY**

Park Manor Cyfair is a 120-bed facility with a current overall star rating of 5 and Quality Measures star rating of 5. The census on the date of this visit was 102: Private Pay- 13, HMO- 11, Medicare- 11, Medicaid- 65, and Hospice- 5.

The Administrator and DON were present at the site visit and provided clinical information. The maintenance director, Frank Cabrera, provided a tour of facility. The outdoor areas in front of the building were nicely landscaped but some trash and cigarette butts were present in the parking lot. The front entry was attractive and neat. There was a slight urine odor, but the lobby was neat and well-decorated.

The nurses' station was neat and uncluttered. Staff were dressed professionally and were friendly. The daily staffing was not posted anywhere. This was discussed with Dee.

The electrical room was observed as neat with the breaker box neatly labeled. There was a buffer blocking the box. This was acknowledged by Frank. He reports that compliance by housekeeping with storage is an issue. The air vent was also very dusty.

The therapy gym was busy during the tour. Residents were engaged in their treatments. All observed were well-groomed. 300-hall rooms were neat and clean. There were no safety hazards observed. Residents' items were labeled and properly stored. Carts in the area were clean and locked.

The oxygen storage room was clean. All cylinders were stored properly.

The facility has a very nice activity calendar. There was a bible study in progress in the dining room that was well attended. Again, all residents appeared well-groomed and content. Their wheelchairs and walkers appeared clean.

The corridor leading out to the laundry area was cluttered with furniture and wheelchairs. This was an exit and means of egress. The laundry area was clean. Lint traps and area behind the dryers was clean. The exhaust fans needed to be dusted. 1 chemical bottle was found without a label.



200-hall rooms were neat and clean. There was some urine odor detected in several rooms. Bolts mounting the toilets needed to be capped. Exhaust vents needed to be dusted.

## **SURVEY**

The facility had their annual full book survey in March of 2018 and are now in their window for 2019. A complaint investigation on 9/6/18 resulted in 1 health deficiency. Complaint investigations on 10/6/18 and 11/7/18 did not result in any deficiencies.

## **REPORTABLE INCIDENTS**

The facility did not indicate that there had been any reportable incidents during Sept/Oct/Nov 2018.

## **CLINICAL TRENDING**

### **Incidents/Falls:**

Information not provided.

### **Infection Control:**

In Sept/Oct/Nov 2018, the facility had a total of 34 infections: 15 UTI's, 9 URI's, 2 GI's, 1 genital, and 7 others.

### **Weight loss:**

The facility had 8 residents with significant weight loss in Sept/Oct/Nov 2018: 5 with 5-10% weight loss in 30 days and 3 with >10% weight loss in 6 months.

### **Pressure Ulcers:**

There were 9 residents with pressure ulcers- 11 sites. Two of these were acquired in-house.

### **Restraints:**

No restraints in facility for Sept/Oct/Nov 2018.

**Staffing:**

Currently the facility has no open positions.

Quality Indicators from CASPER Report-Sept/Oct/Nov 2018				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	3.4%	9.9%	12.6%	
New/Worsened Pressure Ulcers (S)	0%	.8%	.8%	
New Psychoactive Med Use (S)	0%	2.4%	2.1%	
Fall w/Major Injury (L)	0%	3.5%	3.5%	
UTI (L)	1.3%	2.6%	3.0%	
Self-Reported Mod/Sev Pain (L)	1.7%	4.8%	6.0%	
High risk with pressure ulcers (L)	1.5%	6.0%	6.0%	
Loss of Bowel/Bladder Control(L)	86.1%	50.6%	48.2%	
Catheter(L)	2.1%	2.0%	2.2%	All residents with appropriate diagnosis
Physical restraint(L)	0%	.1%	.3%	
Increased ADL Assistance(L)	19.4%	18.7%	14.9%	
Excessive Weight Loss(L)	12.5%	6.1%	7.4%	
Depressive symptoms(L)	0%	3.0%	4.7%	
Antipsychotic medication (L)	7.7%	12.7%	14.6%	

QIPP Component 1 Quality Metric for QTR Sept/Oct/Nov 2018				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report	9/19/18, 10/17/18, 11/14/18	Same day	Y	NA

QIPP Component 2 (Modest) Quality Metrics for QTR – Sept/Oct/Nov 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.37%	.84%	2.33%	Y	NA
High Risk W/Pressure Ulcers	5.57%	7.26%	1.45%	Y	NA
Physical restraints	.37%	0%	0%	Y	NA
Antipsychotic medication	15.24%	9.20%	7.50%	Y	NA

QIPP Component 3 (High) Quality Metrics for QTR – Sept/Oct/Nov 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.37%	.84%	2.33%	Y	NA
High Risk W/Pressure Ulcers	5.57%	7.26%	1.45%	Y	NA
Physical restraints	.37%	0%	0%	Y	NA
Antipsychotic medication	15.24%	9.20%	7.50%	Y	NA

**CONTACT**

Justin Joy – Administrator  
Pearlie Garfield, RN- DON

**FACILITY**

Park Manor Cypress Station is a 125-bed facility with a current star rating of 2 and a Quality Measures rating of 5. The census on the date of this visit was 78: Private Pay- 6, HMO- 5, Medicare- 7, Medicaid- 55, and Hospice- 3.

The administrator, Justin, provided the tour and clinical information.

Curb appeal of the facility is good. The parking lot was clean, the landscaping was lush and neat, and the entry into the building was clean and inviting. There were cigarette butts in the parking lot.

The lobby area is neat and well-decorated, but there was an odor. Noise level was low, but residents were out socializing with each other. The nurses' station was neat and uncluttered. All postings were up and current.

Residents observed were neat and clean. The residents appeared content. The staff encountered were neat, professional, and friendly.

On the 300-hall corridor, chemicals were left out on a housekeeping cart which was unattended and unlocked. The rooms were clean, neat, and odor-free. No safety hazards were noted.

In the dining room, menus, meal times, and choking intervention posters were displayed. The room was neat and clean.

A tour of the kitchen found the kitchen to be clean overall. Orange slices and sandwiches in the reach-in refrigerator needed to be dated but they were covered properly. Food temperature logs, freezer, and refrigerator logs were up to date. In the pantry, cereals needed to be dated but other items were stored properly, and the area was clean. The dish room was clean. There were a few omissions in the dish machine temperature log for 1/29/19. Staff were dressed appropriately and professionally. Proper handwashing was observed.

The director of nursing, Pearlie Garfield, RN, reports that the facility is currently focusing on weights, wounds, and falls in QAPI. She is also doing on-going education with residents and physicians regarding antibiotic stewardship

## **SURVEY**

The facility's annual survey was on 10/19/18. They received 0 health deficiencies and 3 life safety code deficiencies. The facility had received 6 health deficiencies the year prior on 11/28/17. The facility had no complaint investigations during the reporting period.

## **REPORTABLE INCIDENTS**

The facility 6 reportable incidents during the reporting period. No deficiencies have been cited from the reports.

## **CLINICAL TRENDING**

### **Incidents/Falls:**

In Sept/Oct/Nov 2018, the facility had 33 falls without injury, 7 falls with injury, 2 skin tears, 0 elopements, 0 fracture, 0 bruises, 0 lacerations, 0 behaviors and 0 others.

### **Infection Control:**

They reported 3 infections in Sept/Oct/Nov 2018- 6 urine sites were tested, 1 respiratory, 1 stool, and 1 wound.

### **Weight loss:**

10 residents were reported with significant weight loss during the review period- 7 residents with 5-10% weight loss in 30 days, and 3 residents with >10% weight loss in 6 months.

### **Pressure Ulcers:**

The facility had 26 residents with 36 pressure ulcer sites, of which 9 were in-house acquired.

### **Restraints:**

No restraints in facility for Sept/Oct/Nov 2018.

**Staffing:**

Park Manor Cypress Station is currently in need of two 6-to-2 CNAs, one 2-to-10 C.N.A., one 2-to-10 charge nurse, and one 10-to-6 RN. Dietary needs 1 dietary aide for 6-to-2 shift.

Quality Indicators from CASPER Report- Sept/Oct/Nov 2018				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	0%	10.57%	12.76%	
New/Worsened Pressure Ulcers (S)	0.53%	.83%	.88%	
New Psychoactive Med Use (S)	2.23%	2.52%	1.90%	
Fall w/Major Injury (L)	.37%	3.41%	3.38%	
UTI (L)	.39%	2.64%	3.02%	
Self-Reported Mod/Sev Pain (L)	0%	4.75%	5.75%	
High risk with pressure ulcers (L)	3.80%	5.86%	5.56%	
Loss of Bowel/Bladder Control(L)	71.95%	49.96%	48.21%	
Catheter(L)	2.21%	1.76%	1.82%	
Physical restraint(L)	0%	.13%	.35%	
Increased ADL Assistance(L)	34.91%	18.62%	14.94%	
Excessive Weight Loss(L)	3.14%	5.88%	7.0%	
Depressive symptoms(L)	3.15%	3.36%	4.6%	
Antipsychotic medication (L)	11.51%	14.47%	15.0%	

QIPP Component 1 Quality Metric for QTR Sept/Oct/Nov 2018				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report	9/19, 10/22, 11/20	9/19, 10/22, 11/20	Y	

QIPP Component 2 (Modest) Quality Metrics for QTR –Sept/Oct/Nov 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.35%	.74%	0%	Y	
High Risk W/Pressure Ulcers	5.67%	2.04%	4.76%	Y	
Physical restraints	.53%	0%	0%	Y	
Antipsychotic medication	16.06%	16.52%	8.89%	Y	

QIPP Component 3 (High) Quality Metrics for QTR – Sept/Oct/Nov 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.35%	.74%	0%	Y	
High Risk W/Pressure Ulcers	5.67%	2.04%	4.76%	Y	
Physical restraints	.53%	0%	0%	Y	



Park Manor of Cypress Station  
420 Lantern Bend Dr., Houston, TX 77890 Site Visit:  
1/30/2019

Antipsychotic medication	16.06%	16.52%	8.89%	Y	
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## **CONTACT**

Tangela Manuel- Administrator  
Bridgetta Bracks, RN – DON

## **FACILITY**

Park Manor Humble is a 125-bed facility with a current overall rating of 3 and a Quality Measures rating of 5. The census on the date of this visit was 91: Private Pay- 2, HMO-22, Medicare-7, Medicaid- 52, and Hospice- 3.

Tangela Manuel introduced herself and was kind enough to provide the tour as well as clinical information.

The external grounds were neat with inviting landscaping. There were cigarette butts in the parking lot and in beds. The front door needed to be painted. The facility is being renovated. New light fixtures were being hung in the lobby during the visit. A poster was on display in the lobby showing the new color schemes being used. They looked very nice.

Staff observed were professionally dressed and cordial. Residents were out and engaged in visiting. A group activity was taking place in the dining room. They appeared well-groomed. Their wheelchairs and walkers appeared clean.

The shower room on 200 Hall was clean, except for items thrown in the whirlpool tub. Razors and chemicals were also left out. The oxygen storage room floor needed to be cleaned. Caps from the oxygen cylinders were being thrown and left on the floor. There were several loose cylinders stored near the racks.

The resident rooms on 200 Hall were newly furnished and looked very nice. The rooms were neat and clean with no odors. The new therapy gym was being worked on. An unattended medication cart was found to be unlocked with a can of Red Bull on the cart. There was another unattended medication cart found further down the hall.

The rooms on 300 Hall were clean and neat with no odors. There were basins on the floor in several bathrooms that weren't labeled. Several rooms with oxygen in use did not have tags on the doors. A housekeeping cart was found unlocked with chemicals left out.

The laundry room was neat and clean. Lint traps were being cleaned when we entered the area. The laundry technician was knowledgeable regarding her residents' needs. There are few complaints at the facility reported for lost clothing.

The dining room was spacious and clean. Menus, meal times, and choking intervention posters were in place.

## **SURVEY**

The facility had their annual survey in August 2018. They received 11 health deficiencies and 5 life safety code deficiencies. There were no complaint surveys conducted during the reporting period.

## **REPORTABLE INCIDENTS**

The facility had 2 reported incidents in September 2019, 4 in October, and 3 in November.

## **CLINICAL TRENDING**

### **Incidents/Falls:**

In Sept/Oct/Nov 2018, the facility had 63 falls without injury, 10 falls with injury, 2 skin tears, 0 bruises, 3 lacerations, and 3 behaviors.

### **Infection Control:**

In Sept/Oct/Nov 2018, the facility had 5 UTIs, 1 URI, 1 GI Tract infection for a total of 7 infections.

### **Weight loss:**

The facility had 4 residents with weight loss, 2 with loss of 5-10% in 30 days and 2 with loss of >10% in 6 months.

### **Pressure Ulcers:**

The facility had 41 residents with 97 pressure ulcer sites. Five were acquired in-house.

### **Restraints:**

The facility does not use restraints.

### **Staffing:**

The facility 2 open positions for charge nurses, 7 for C.N.A.s, 1 for housekeeping, and 1 for dietary.



Park Manor of Humble  
 19424 McKay Dr. Humble, TX 77338 Site Visit:  
 1/30/2019

Quality Indicators from Casper Report- Sept/Oct/Nov 2018				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	8.5%	9.8%	12.5%	
New/Worsened Pressure Ulcers (S)	0.0%	0.7%	0.7%	
New Psychoactive Med Use (S)	0.0%	2.2%	2.0%	
Fall w/Major Injury (L)	0.0%	3.5%	3.5%	
UTI (L)	0.0%	2.7%	3.1%	
Self-Reported Mod/Sev Pain (L)	0%	4.7%	5.8%	
High risk with pressure ulcers (L)	5.9%	6.1%	6.0%	
Loss of Bowel/Bladder Control(L)	78.6%	50.2%	48.0%	
Catheter(L)	4.9%	2.0%	2.0%	
Physical restraint(L)	0.0%	0.1%	0.3%	
Increased ADL Assistance(L)	15.3%	18.7%	15.1%	
Excessive Weight Loss(L)	4.8%	5.9%	7.05%	
Depressive symptoms(L)	0%	2.9%	4.74%	
Antipsychotic medication (L)	4.9%	12.5%	14.0%	

QIPP Component 1 Quality Metric for QTR – Sept/Oct/Nov 2018				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report	9/28/18	9/28/18	Y	
	10/24/18	10/24/18		



Park Manor of Humble  
 19424 McKay Dr. Humble, TX 77338 Site Visit:  
 1/30/2019

	11/16/18	11/16/18		
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QIPP Component 2 (Modest) Quality Metrics for QTR –Sept/Oct/Nov 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.35%	3.37%	0%	Y	
High Risk W/Pressure Ulcers	5.67%	6.76%	5.77%	Y	
Physical restraints	.37%	.37%	0%	Y	
Antipsychotic medication	15.24%	15.24%	4.92%	Y	

QIPP Component 3 (High) Quality Metrics for QTR – Sept/Oct/Nov 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.35%	3.37%	0%	Y	
High Risk W/Pressure Ulcers	5.67%	6.76%	5.77%	Y	
Physical restraints	.53%	.37%	0%	Y	
Antipsychotic medication	16.06%	15.24%	4.92%	Y	

**CONTACT**

Olivia Hall – Administrator  
Carolyn Mwieria, RN- DON

**FACILITY**

Park Manor Westchase is a 125-bed facility with a current overall star rating of 2 and a Quality of Resident Care star rating of 5. The census on the date of this visit was 96: Private Pay: 6, HMO: 12, Medicare: 6, Medicaid: 66 and Hospice: 5.

The Administrator was not in on the day of the visit. The new DON introduced herself. Melvin Nickles, maintenance supervisor, provided a tour of the facility. The external grounds were neat but there was some trash in the parking lot as well as cigarette butts.

The lobby area was neat and odor-free. The nurses' station was neat and free of clutter. Noise levels were low. Hallways are clean and free of clutter. The survey binder was up-to-date. Required postings were in place. Staff was pleasant, cordial, and professionally dressed.

The main dining room was neat and clean. Required meal times were in place as well as choking intervention posters. Menus were posted in English, Chinese, and Vietnamese due to large Asian population. The facility has several staff members who speak Chinese and Vietnamese.

A tour of the kitchen was done with the dietary manager. The kitchen was clean overall. Several items in the refrigerator needed to be labeled and dated. There was personal food for a staff member in the refrigerator also. Several omissions in temperatures were noted on the refrigerator log. The freezer and refrigerator were clean. The filters on the ice machine needed to be cleaned. All other temperature logs were up to date. The stove top and appliances were clean.

On 400 Hall, rooms were clean and odor-free. The floors looked nice. One fire extinguisher was not check in December 2018, but others checked were compliant. On 300 Hall, rooms were clean and odor-free. The linen cart was clean and organized. In the shower room, surfaces appeared clean except for the whirlpool tub which contained clutter and trash. Room 314 was being made ready. Melvin planned to remove nails in the wall and do paint touch-up.

Residents and their wheelchairs and walkers were neat and clean, and they appeared content and comfortable.

**SURVEY**

Park Manor Westchase had their annual survey on 2/23/18. 10 Health deficiencies were received. They are currently preparing for their annual survey. They had no complaint visits during the reporting period.

**REPORTABLE INCIDENTS**

The facility had 5 reportable incidents during the reporting period. No deficiencies were cited, and all were cleared.

**CLINICAL TRENDING****Falls:**

Westchase had 42 falls without injury, and 3 falls with injury. There were 14 skin tears, 3 fractures, 5 bruises, 1 laceration, and 3 behaviors.

**Infection Control:**

There were 56 total infections: 24 UTI's, 5 URI's, 3 GI and 24 other type infections.

**Weight loss:**

6 residents experienced weight loss: 4 with 5-10% weight loss in 30 days and 2 with >10% weight loss in 6 months.

**Pressure Ulcers:**

Westchase had 26 residents with 48 pressure ulcers, 3 of which were acquired in house.

**Restraints:**

No restraints in facility for June/July/August.

**Staffing:**

Westchase has opening for two 10pm to 6am nurse aides, two 6am to 2pm nurse aides, and two 2pm to 10pm nurse aides.

Quality Indicators for Sept/Oct/Nov 2018 CASPER Report				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	10.0%	9.7%	12.4%	PMR physician now attending at facility to help reduce pain.
New/Worsened Pressure Ulcers (S)	0%	.6%	.7%	
New Psychoactive Med Use (S)	1.6%	2.2%	2.0%	
Fall w/Major Injury (L)	1.2%	3.5%	3.5%	
UTI (L)	2.7%	2.6%	3.0%	
Self-Reported Mod/Sev Pain (L)	0.0%	5.5%	7.0%	
High risk with pressure ulcers (L)	5.7%	8.2%	8.0%	
Loss of Bowel/Bladder Control(L)	74.5%	50.5%	48.3%	Focusing on proper documentation of ADLs with staff, improved compared to prior quarter
Catheter(L)	4.5%	2.5%	2.7%	All current residents have proper diagnosis for catheter
Physical restraint(L)	0%	.1%	.3%	
Increased ADL Assistance(L)	19.4%	18.4%	15.1%	Working with MDS and Nursing to ensure correct documentation, in-servicing being done
Excessive Weight Loss(L)	6.9%	4.3%	5.6%	Restructured our IDT weight loss meeting
Depressive symptoms(L)	0%	2.8%	4.7%	
Antipsychotic medication (L)	13.0%	12.5%	14.7%	Antipsychotic reduction program in place



Park Manor of Westchase  
 11910 Richmond Ave. Houston, TX 77082 Site Visit:  
 1/29/2019

QIPP Component 1 Quality Metric for QTR-Sept/Oct/Nov 2018				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report	9/6/18, 10/11/18, 11/15/18	9/6/18, 10/11/18, 11/15/18	Y	Pain, Falls, Psychoactive meds

QIPP Component 2 (Modest) Quality Metrics for QTR – Sept/Oct/Nov 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.35%	1.0%	1.2%	Y	
High Risk W/Pressure Ulcers	5.67%	5.4%	4.3%	Y	
Physical restraints	.53%	0.5%	0%	Y	
Antipsychotic medication	16.06%	24.7%	16.5%	Y	





Park Manor of Westchase  
11910 Richmond Ave. Houston, TX 77082 Site Visit:  
1/29/2019

QIPP Component 3 (High) Quality Metrics for QTR – Sept/Oct/Nov 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.35%	1.0%	3.4%	N	
High Risk W/Pressure Ulcers	5.67%	5.4%	5.7%	N	
Physical restraints	.53%	0.5%	0.5%	Y	
Antipsychotic medication	16.06%	24.7%	19.8%	Y	

**CONTACT**

Ken Hiscox- Administrator  
Kenee Gibson, RN- DON

**FACILITY**

Spring Branch Transitional Care Center is managed by Caring Healthcare. They are licensed for 198 beds and are comprised of 4 floors. The physical plant had at one time been a hospital. The administrator provided a tour of the facility. The CMS overall star rating for the facility is 2 with a 4-star rating in Quality Measures. The facility specializes in Behavioral/psychiatric but also has a wing for Korean residents.

Census is currently 192 with 11 Medicare, 157 Medicaid, 9 Hospice, 4 Medicaid-pending, 6 private pay, and 5 insurance. The external grounds are neat. The building is part of a medical complex with offices on both sides.

The entry was clean and organized. The smoking area was neat and had the required ash and trash receptacles. Smoking is supervised for all residents.

A large space on the 1<sup>st</sup> floor was in the process of development for a psychiatric day program. Contracts with a psychiatrist and psychology services in currently in process. The services will available for community residents as well as offering out-patient services to the community. There is also a plan to have a pharmacy on-site.

The library, movie room, and independent dining room were toured. There were no safety concerns and the areas appeared neat and clean. Also shown was the game room which contained a pool table, foosball table, ping pong and several seating areas. It was a new addition since the last visit.

There were several ceiling tiles that were soiled and needed to be replaced. The facility struggles with plumbing leaks due to the age of the facility.

The facility has a Korean gerontologist who acts as the Program Director for the Korean wing. 2-East was toured. Rooms were neat and odor-free. The residents appeared well-groomed and content. There were several Korean nurses and staff available.

A resident in another area of the facility, 3<sup>rd</sup> floor, engaged a fire pull station which resulted in a fire drill. Staff were prompt and efficient, including the administrator. Walky-talkies were used for communication.

2-west wing had fresh paint in the corridor that looked very clean. The floors looked clean and shiny. Resident rooms were neat with no odors.

3-west needed fresh paint and updating. Rooms were clean but the furniture was in poor condition. The residents appeared well-groomed and wheelchairs and walkers were clean. A housekeeping cart was found to have chemicals out, several of which had no labels. The administrator addressed this with the supervisor.

Roof repairs are in process on 1/2 of the building. The elevator motors have all been replaced. The interiors of the elevators are being redone.

## **SURVEY**

The facility is in their window currently for their annual survey. Their annual survey was 3/23/18. They had 3 complaint surveys during the reporting period which resulted in one deficiency on 9/6/18.

## **REPORTABLE INCIDENTS**

This information was not shared.

## **CLINICAL TRENDING**

### **Infection Control:**

Not available.

### **Weight loss:**

Not available.

### **Pressure Ulcers:**

Not available.

### **Restraints:**

Not available.

**Staffing:**

Several nurse aide openings but doing well otherwise.

Quality Indicators from CMS website- 1/30/19				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	0%	10.6%	12.8%	
New/Worsened Pressure Ulcers (S)	1.7%	0.8%	0.9%	
New Psychoactive Med Use (S)	15.7%	2.5%	1.9%	Facility admits psych/behavioral on larger scale than average
Fall w/Major Injury (L)	1.5%	3.4%	3.4%	
UTI (L)	1.0%	2.6%	3.0%	
Self-Reported Mod/Sev Pain (L)	0.0%	4.8%	5.7%	
High risk with pressure ulcers (L)	2.9%	5.9%	5.6%	
Loss of Bowel/Bladder Control(L)	57.3%	50.0%	48.2%	
Catheter(L)	1.0%	1.8%	1.8%	
Physical restraint(L)	0.0%	0.1%	0.3%	
Increased ADL Assistance(L)	17.6%	18.6%	14.9%	
Excessive Weight Loss(L)	2.0%	5.9%	7.0%	
Depressive symptoms(L)	1.4%	3.4%	4.6%	
Antipsychotic medication (L)	37.2%	14.5%	15.0%	Facility admits psych/behavioral on larger scale than average

QIPP Component 1 Quality Metric for Sept/Oct/Nov 2018				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report				Information not provided. Has meetings the 2 <sup>nd</sup> Wednesday of the Month.

QIPP Component 2 (Modest) Quality Metrics for QTR –Sept/Oct/Nov 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury					Information not provided.
High Risk W/Pressure Ulcers					
Physical restraints					
Antipsychotic medication					

QIPP Component 3 (High) Quality Metrics for QTR –Sept/Oct/Nov 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury					Information not provided.



Spring Branch Transitional Care Center  
1615 Hillendahl Blvd #100, Houston, TX 77055  
1/31/2019

High Risk W/Pressure Ulcers					
Physical restraints					
Antipsychotic medication					

# Exhibit “E”

Census	Aug	Sep	Oct	Nov	Dec	Jan	Texas Average
ER Visits	234	211	233	217	223	240	
Conversion to Inpatient/observation	17	20	18	19	17	20	
<i>Percentage</i>	7%	9%	8%	9%	8%	8%	
Transferred out	22	16	13	20	18	16	
<i>Percentage</i>	9%	8%	6%	9%	8%	7%	
ER shifts covered by doctors	0%	40%	45%	65%	72%	55%	
Average Inpatient days per day	1.61	1.50	3.61	2.60	2.45	1.68	1.63
CTs	75	82	74	71	52	52	
Xrays	286	253	295	235	245	257	
Ultrasounds	41	34	39	30	32	18	
Encounters - Adult Clinic	653	614	789	606	602	673	
Encounters - Pediatric Clinic	323	331	425	276	284	334	
Behavioral Health patients	78	79	74	65	67	76	
Physical Therapy	5	6	7	6	10	9	

**Additional Items:**

- Adult and Pediatric Clinic Merger is complete, and we are now seeing patients in the same setting. Making small changes as we go, but overall, patients are satisfied.
- X-Ray suite should be finalized by March 4th. This includes equipment, cosmetic, and electrical updates.



<b>ER Doctors Payments</b>	
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<b>MONTH</b>	<b>TOTAL</b>
Sep-18	46,525.00
Oct-18	46,620.00
Nov-18	33,520.00
Dec-18	38,845.00
<b>2018</b>	<b>165,510.00</b>
Jan-19	29,465.00
<b>2019</b>	<b>29,465.00</b>

**194,975.00**

CK 2011

Health Financial Systems

RICELAND MEDICAL CENTER

In Lieu of Form CMS-2552-10

COST ALLOCATION - GENERAL SERVICE COSTS

Provider CCN: 45-1328

Period:  
From 01/01/2017  
To 12/31/2017

Worksheet B  
Part I  
Date/Time Prepared:  
5/25/2018 11:42 am

Cost Center Description		Subtotal	Intern & Residents Cost & Post Stepdown Adjustments	Total	
		24.00	25.00	26.00	
<b>GENERAL SERVICE COST CENTERS</b>					
1.00	00100	CAP REL COSTS-BLDG & FIXT			1.00
2.00	00200	CAP REL COSTS-MVBLE EQUIP			2.00
4.00	00400	EMPLOYEE BENEFITS DEPARTMENT			4.00
5.00	00500	ADMINISTRATIVE & GENERAL			5.00
6.00	00600	MAINTENANCE & REPAIRS			6.00
7.00	00700	OPERATION OF PLANT			7.00
8.00	00800	LAUNDRY & LINEN SERVICE			8.00
9.00	00900	HOUSEKEEPING			9.00
10.00	01000	DIETARY			10.00
11.00	01100	CAFETERIA			11.00
13.00	01300	NURSING ADMINISTRATION			13.00
16.00	01600	MEDICAL RECORDS & LIBRARY			16.00
17.00	01700	SOCIAL SERVICE			17.00
<b>INPATIENT ROUTINE SERVICE COST CENTERS</b>					
30.00	03000	ADULTS & PEDIATRICS	2,042,760	0	2,042,760
<b>ANCILLARY SERVICE COST CENTERS</b>					
54.00	05400	RADIOLOGY-DIAGNOSTIC	417,025	0	417,025
57.00	05700	CT SCAN	0	0	0
60.00	06000	LABORATORY	1,216,207	0	1,216,207
63.00	06300	BLOOD STORING, PROCESSING, & TRANS.	0	0	0
65.00	06500	RESPIRATORY THERAPY	26,420	0	26,420
66.00	06600	PHYSICAL THERAPY	249,548	0	249,548
69.00	06900	ELECTROCARDIOLOGY	21,990	0	21,990
71.00	07100	MEDICAL SUPPLIES CHARGED TO PATIENT	167,683	0	167,683
73.00	07300	DRUGS CHARGED TO PATIENTS	227,660	0	227,660
76.00	03020	TREATMENT ROOM	5,401	0	5,401
76.01	03030	BEHAVIORAL HEALTH	2,008,593	0	2,008,593
<b>OUTPATIENT SERVICE COST CENTERS</b>					
88.00	08800	RURAL HEALTH CLINIC	3,734,392	0	3,734,392
91.00	09100	EMERGENCY	2,011,601	0	2,011,601
92.00	09200	OBSERVATION BEDS (NON-DISTINCT PART		0	
<b>OTHER REIMBURSABLE COST CENTERS</b>					
95.00	09500	AMBULANCE SERVICES	13,993	0	13,993
<b>SPECIAL PURPOSE COST CENTERS</b>					
113.00	11300	INTEREST EXPENSE			
118.00		SUBTOTALS (SUM OF LINES 1 through 117)	12,143,273	0	12,143,273

# Exhibit “F”



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## Website update for Meeting tonight

1 message

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**Lisa Stramecki** <lisa99@stramecki.com>  
To: Sherrie Norris <sherrie@wshd-tx.com>

Wed, Feb 20, 2019 at 9:48 AM

Sherrie,

I will not be able to attend the meeting tonight in person due to a family emergency. I will be driving to Dallas today. If you have any questions, please do not hesitate to call me. I have sent the current invoice for hosting and outstanding services rendered.

Here is the breakdown for the meeting tonight on outstanding needs for website.

**1. SSL Certificate**

1. I recommend installing a secure certificate to the site due to the contact form in order to secure data transfer between our site and the client browser.
2. Purchase and installation of the certificate cost is \$150.
3. Annual renewal of certificate is \$75

**2. Bios**

1. Need complete bio of Anthony Stramecki and Bobby Way to update content on website

**3. Photos**

1. New photos will be added to website after new bios are received.

**4. Content**

1. Hubert has provided an update of content About Us section in the past but it was never approved. We need to comb through content to ensure all data is accurate and up to date for 2019.

**5. Google changes**

1. The office uses email addresses and data managed by Google Groups. There will be changes made to Google Groups in May 2019.
2. I will need to meet with Sherrie and Yani regarding how they currently use Google Groups and review changes in order to advise if anything is needed to ensure their workflow is not changed.

If the above is approved, we can set meetings and delivery deadlines to ensure action is taken on the items above.

Thank you.

Lisa Stramecki  
Lisa Rae Photo & Web Services  
lisa99@stramecki.com  
409-267-9985

# Exhibit “G”



# Deposit Placement Agreement

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You, the undersigned, enter into this ICS Deposit Placement Agreement (this "**Agreement**") with ("**we**" or "**us**"). This Agreement states the terms and conditions on which we will endeavor to place funds of yours into deposit accounts at other depository institutions from a transaction account with us into which you have deposited funds for such placement (the "**Transaction Account**").

Each depository institution at which we place funds (a "**Destination Institution**") will be a depository institution at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("**FDIC**") up to maximum deposit insurance amounts.

## 1. ICS Service and Deposit Accounts

### 1.1. *ICS Service*

(a) We will endeavor to place funds of yours (as a "**Relationship Institution**") at Destination Institutions using ICS®, the Insured Cash Sweep® service, of Promontory Interfinancial Network, LLC ("**Promontory Network**"). The Bank of New York Mellon ("**BNY Mellon**") will act as issuing agent, sub-custodian, settlement agent, and recordkeeper.

(b) Subject to the other terms and conditions of this Agreement, when we place funds of yours in a deposit account held at a Destination Institution for your funds placed through the ICS service (a "**Deposit Account**"), the amount of our outstanding placements of your funds at the Destination Institution through ICS will not exceed the FDIC standard maximum deposit insurance amount ("**SMDIA**"), which is currently \$250,000.

(c) We offer placement of funds through ICS to businesses, nonprofit entities, and, subject to applicable law, public entities. We may also choose to place funds through ICS for individuals with a demonstrated need to maintain large cash balances (e.g., \$500,000 or more) over a 12-month period. You must be capable of using, and you agree to use, the ICS Depositor Control Panel ("**DCP**"), an online tool described in this Agreement, to review proposed placements and for other purposes. You also agree to receive notices concerning ICS deposits that may be posted on the DCP or sent by email.

### 1.2. *Deposit Accounts at Destination Institutions*

(a) Each Deposit Account, including the principal amount and the accrued interest, will be a deposit obligation solely of the Destination Institution at which the Deposit Account is held. It will not be a deposit obligation of ours or of Promontory Network, BNY Mellon, or any other person or entity.

(b) Funds in your Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions. Appendix A further describes the Deposit Accounts, which will be non-time deposits that you access as described in this Agreement.

## 2. Your Relationship With Us

### 2.1. *Agency and Custodial Relationship*

(a) We will act as your agent in placing your funds through the ICS service. Under a separate agreement with you that grants us custodial powers (the "**Custodial Agreement**"), we will also act as your custodian with respect to the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts. All interests that we hold with respect to the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of all funds of yours that we place for you through the ICS service and any interest on those funds.

### 2.2. *Termination of Custodial Relationship*

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian with respect to a Deposit Account and request that the Deposit Account be recorded on the records of the Destination Institution in your name. We will endeavor to cause any such request to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such requests, subject to its customer identification policies and other standard account opening terms and conditions.

(b) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to Section 2.2(a), you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the Deposit Account and you will not be able to enforce any rights with respect to the Deposit Account against the Destination Institution through us.

## 3. Custodial Account, Depositor Identifier, and Interest Rate

### 3.1. *Custodial Account and Depositor Identifier*

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests with respect to the Deposit Accounts (an "**ICS Custodial Account**"). We may permit you to have multiple ICS Custodial

Accounts for your business purposes, and we may also permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you (a "*Depositor Identifier*"), which will be associated with your ICS Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you do not have a TIN and use an alternate identifier, you must use the same alternate identifier for all placements of your funds, by us or by any other institution, through the ICS service or Promontory Network's CDARS® service. If you do not have a TIN and subsequently obtain one, you must promptly report it to us and any such other institutions, and we may use the TIN as your Depositor Identifier.

### 3.2. *Interest Rate*

(a) The interest rate for your Deposit Accounts at Destination Institutions on any day will be the then-current rate we establish for them, which may be any rate (including zero) and which we may modify at any time (the "*Interest Rate*"). We do not promise that the Interest Rate will be any particular rate or that the Interest Rate that is effective at a given time will be effective at a later time. Through your continued participation in ICS, you accept each applicable Interest Rate.

(b) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

## 4. Placement Procedures

### 4.1. *Settlement and Balances*

(a) Settlement of payments to and from ICS participating institutions through BNY Mellon ("*ICS Settlement*") will occur on each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (a "*Business Day*").

(b) On any day, you may confirm through the DCP the aggregate principal balance in your Deposit Accounts (your "*Program Balance*") for each ICS Custodial Account, and your principal balance and accrued interest at each Destination Institution, as of the preceding Business Day or, after completion of ICS Settlement on a Business Day, as of that Business Day.

### 4.2. *Triggering Events*

(a) Schedule 1 to this Agreement sets forth events that will trigger a transfer of funds from the Transaction Account to the Deposit Accounts at ICS Settlement (a "*Program Deposit*") or a transfer of funds from the Deposit Accounts to the Transaction Account at ICS Settlement (a "*Program Withdrawal*").

(b) Depending on the terms of Schedule 1, an event that triggers a Program Deposit or a Program Withdrawal (a "*Triggering Event*") may

be a specified change in the Transaction Account balance, a request by you that we accept, or another event described in Schedule 1.

(c) If we permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account, Schedule 1 may specify separate sets of Triggering Events for each Transaction Account or one set of Triggering Events for all Transaction Accounts.

(d) Your Transaction Account deposits, alone or when aggregated with other deposits in the same insurable capacity, may exceed the SMDIA. Schedule 2 provides important information concerning the risk of having Transaction Account deposits that exceed the SMDIA.

### 4.3. *Program Deposits*

(a) The occurrence of a Triggering Event for a Program Deposit does not result in a transfer of funds to your Deposit Accounts until the applicable ICS Settlement occurs.

(b) Subject to the other terms and conditions of this Agreement, and except as provided in Section 4.3(c), a Triggering Event for a Program Deposit under Schedule 1 will result in a transfer of funds to your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Deposit*").

(c) Schedule 1 states whether a transfer of funds to your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Deposit*") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (the "*Same-Day Deposit Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

(d) We may impose a maximum Program Balance amount for your deposits placed through ICS and will inform you of any maximum Program Balance we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to your Deposit Accounts to the extent it would cause the Program Balance to exceed the maximum amount. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Transaction Account, but have not yet collected from a third party.

### 4.4. *Program Withdrawals*

(a) Subject to the other terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal under Schedule 1 will result in a transfer of funds from your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Withdrawal*").

(b) Schedule 1 states whether the transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Withdrawal*") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (the "*Same-Day Withdrawal Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Withdrawal Cutoff

Time will be a Triggering Event that results in a Same-Day Program Withdrawal.

#### 4.5. *Program Withdrawal Advances; Security Interest*

(a) If Schedule 1 provides that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, your Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount you owe to us, and

(iii) to the extent the amount you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in your Deposit Accounts or in any security entitlements or other interests or assets relating to your Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Transaction Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Transaction Account, we also may decline to honor debit transactions in the Transaction Account in accordance with the separate agreement.

#### 4.6. *Statements*

(a) For each ICS Custodial Account, we will provide you with periodic account statements that include your Program Balance as of the end of the statement period, the total interest you have earned on your Deposit Accounts during the period, the rate of return you have earned on the daily average closing principal balance in your Deposit Accounts for the period (which will be referred to as the "*Statement Period Yield*"), and your principal balance at each Destination Institution in which your funds are deposited as of the end of the period. You should retain these account statements.

(b) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.6(a), will be the only evidence that you will receive of your ownership of the funds. You should retain the account statements for your records.

### 5. Daily Allocation and Depositor Control

#### 5.1. *Daily Allocation; Review and Consent*

(a) In addition to allocating your funds to each Destination Institution in an amount that is under the FDIC insurance limit, the ICS process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts they have placed for their own customers and possible limits on the amounts a Relationship Institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) As a result of the daily allocation of funds in ICS and the allocation objectives outlined in Section 5.1(a), the set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect any Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

#### 5.2. *Destination Institution Exclusions*

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive your funds through ICS (the "*List of Exclusions*"). The initial List of Exclusions appears in Schedule 4 to this Agreement.

(b) An exclusion in Schedule 4 is effective when we have signed the Agreement. You may later add exclusions to your List of Exclusions, or subtract exclusions from your List of Exclusions, by contacting us in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

(c) If, on a Business Day, you have outstanding deposits that we have placed for you using Promontory Network's CDARS service, and you have provided the same taxpayer identification number to us for



purposes of CDARS and ICS, our allocation of your funds at Destination Institutions for that Business Day in ICS:

(i) will not include allocation to a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through CDARS, and

(ii) will not cause the balance in your Deposit Accounts at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at that Destination Institution through CDARS, to exceed the SMDIA.

### 5.3. *Depositor Control Panel*

(a) Promontory Network will assist us in providing the DCP to you. Schedule 3 to this Agreement provides access information for the DCP. When you first log in to the DCP using the login credentials described in Schedule 3, you will be required to change your DCP user name and password.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP for your records, and the knowledge and experience to use an online tool for the DCP functionality. In addition, you acknowledge that you will be required to obtain and maintain all equipment and services necessary for access to the DCP.

### 5.4. *Depositor Placement Review*

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts at Destination Institutions after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from one or more Destination Institutions and deposited in one or more other Destination Institutions.

(b) After the provisional allocation occurs on a Business Day, but before it becomes final at the day's ICS Settlement, Depositor Placement Review (*\*DPR*) will occur through the DCP. Even if a Destination Institution is not on your List of Exclusions, the final allocation that day will not allocate your funds to a Destination Institution at ICS Settlement if you reject it during DPR through the DCP. The initial DPR time period is set forth in Schedule 3. We may change the DPR period by posting advance notice of the change on the DCP. Your rejection of a Destination Institution will be effective only if you submit it, as specified in the DCP, before DPR ends.

(c) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day (the *\*Proposed Placement List*), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions

on the list, you will be approving the proposed allocation and your funds will be allocated in accordance with the list.

(d) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (the *\*Alternate Placement List*). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(e) If the provisional allocation on a Business Day would result in funds of yours currently at one Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Transaction Account.

(f) A Destination Institution that you reject in DPR will also be added to your List of Exclusions, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(g) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions of Destination Institutions, and rejections of Destination Institutions in DPR, may increase the chance that funds will not be allocated. If funds not yet transferred to your Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Transaction Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Transaction Account.

## 6. FDIC Insurance Considerations

### 6.1. *Deposit Insurance Coverage*

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at [www.fdic.gov](http://www.fdic.gov) or by contacting the FDIC by letter, email, or telephone. All your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. You should add to your List of Exclusions any FDIC-insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(b) Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not necessarily evidence or establish a separate

insurable capacity. It is your obligation to determine whether funds we are placing for you through ICS are maintained in separate insurable capacities. We will use the Depositor Identifier to identify you, and we will place your funds on the understanding that you are not depositing funds for placement under more than one Depositor Identifier in the same insurable capacity.

(c) The requirements for FDIC deposit insurance coverage of the deposits of the United States government, state, county, and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.

(d) The records maintained for us by BNY Mellon regarding ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information. We will inform BNY Mellon of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

## 6.2. *Deposit Insurance Payments*

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which your funds are deposited is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account after the Destination Institution closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

## 6.3. *Responsibility to Monitor Deposits; Available Information*

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) Publicly available financial information concerning the Destination Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx).

## 7. Additional Considerations

### 7.1. *Reciprocal and One-Way*

(a) We may participate in the ICS service through one or both of two different forms of the service. When we place your funds using ICS® Reciprocal, we will receive matching funds placed by other participating institutions for their customers and pay a fee to Promontory Network. When we place your funds using ICS® One-Way<sup>SM</sup>, we will not receive matching funds placed by other participating institutions for their customers or pay a fee to Promontory Network, but we and Promontory Network may receive fees from Destination Institutions in connection with funds placed. The fees may be different for different Destination Institutions.

(b) Interest on the Deposit Accounts will be earned at the Interest Rate, whether we use ICS Reciprocal or ICS One-Way in placing your funds. Available rates may be different depending on which form of ICS we use. In ICS Reciprocal, the fee we pay to Promontory Network may affect available rates. In ICS One-Way, fees paid by Destination Institutions to us or to Promontory Network, or cost-of-funds rates at which Destination Institutions may request funds, may affect available rates. We will not collect a fee from you for the placement of your funds through ICS.

(c) Schedule 4 includes two boxes relating to which form of the ICS service we may use for placement of your funds. If you check the first of these two boxes, we may use ICS Reciprocal, ICS One-Way, or both. We will not be obligated to inform you of the rates that might be available using the form we do not use, and we may select a form that provides greater benefits to us. If you check the second of these two boxes, we may use only ICS Reciprocal.

(d) If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining whether the placement of your funds through ICS, in accordance with Schedule 4, satisfies the restrictions.

### 7.2. *Compare Rates*

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement of your funds through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

(c) To the extent permitted by applicable law, Promontory Network may offer us and our employees non-cash incentives of insignificant monetary value, such as plaques, in connection with our placement of funds.

### 7.3. *Allocation Considerations and Compensatory Payments*

(a) The ICS allocation process is subject to applicable law and may be affected by our objectives, Promontory Network's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, reflecting the difference between an interest rate for a placing institution's customers and a rate at which the receiving institution would otherwise pay interest.

(c) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian that participates in ICS. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to Section 2.2(a).

### 7.4. *Mutual Institution Voting and Subscription Rights*

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf. You hereby waive any right you may have to attend or vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if your funds were on deposit in a Deposit Account as of an applicable record date.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, attend or vote at any meeting of the depositor members of the mutual institution, or receive subscription rights in the event the mutual institution converts from mutual to stock form, you must, before the applicable record date (a date that is usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian

and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2(a).

## 8. Other Provisions

### 8.1. *Release and Use of Identifying Information*

(a) You consent to our providing your name, TIN or other Depositor Identifier, and other information that specifically identifies you ("*Identifying Information*") to Promontory Network, BNY Mellon, and other parties providing services in connection with ICS (each a "*Service Provider*"). A Service Provider may use the Identifying Information in connection with its provision of such services. We or a Service Provider may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(b) Except as provided in Section 8.1(a), we will not provide Identifying Information to any other party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory Network or BNY Mellon. Promontory Network may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by Promontory Network, including information regarding aggregated activity of ICS depositors, provided that it does not use or disclose any Identifying Information in a manner contrary to this Section 8.1.

### 8.2. *Tax Reporting and Withholding*

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service (the "*IRS*"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, as applicable, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by law to collect such backup withholding, we will collect it and pay it to the IRS.

### 8.3. *Liability and Dispute Resolution*

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place your funds through ICS at a Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at a Destination Institution that is the subject of a then-effective rejection by you, in an ICS placement at a Destination Institution under the Depositor Identifier in an amount that exceeds the SMDIA, or in a manner that violates Section 5.2(c).

(b) If all or part of your deposit at a Destination Institution is uninsured because of our failure to comply with the requirements set forth in Section 8.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for

your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 8.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL PROMONTORY NETWORK OR BNY MELLON BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY NETWORK, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

#### 8.4. *Miscellaneous*

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, written or oral, relating to any matter herein, and may not be amended by any oral representation made or oral agreement reached after the execution of this Agreement.

(b) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in

counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 8 will survive termination.

(d) Appendix A and Schedules 1, 2, 3, and 4 (each a "*Schedule*") are incorporated into and made part of this Agreement. We may amend this Agreement, including Appendix A or any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(e) Except as provided in Section 7.3(c), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(f) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope or intent of this Agreement or any clause hereof. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to Appendix A is a reference to Appendix A to this Agreement, and a reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The term "including" does not imply exclusion. The term "month" refers to the calendar month, and the term "year" refers to the calendar year.

The remainder of this page is intentionally left blank.

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Transaction Account is a joint account, each owner of the Transaction Account must sign this Agreement, and funds in your Deposit Accounts will be held in the same joint ownership capacity.

RELATIONSHIP INSTITUTION

Institution name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory:  
\_\_\_\_\_

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

SOLE OR PRIMARY DEPOSITOR

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual):  
\_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

(Add signature lines as need.)

Deposit Accounts

1. Account Type

(a) Funds that we place for you through ICS at a Destination Institution will be placed in a Deposit Account that is a money market deposit account ("MMDA").

(b) In accordance with federal regulations, each Destination Institution reserves the right to require written notice of an intended withdrawal from an MMDA not less than seven days before the withdrawal is made. The Destination Institutions have indicated that they do not currently intend to exercise this right.

2. Program Withdrawal Limit

(a) Program Withdrawals are limited as follows:

(i) You are permitted up to six Program Withdrawals per month for an ICS Custodial Account. To remain within this limit, you should satisfy yourself that the Triggering Events for Program Deposits and Program Withdrawals under Schedule 1 are appropriate in light of your anticipated day-to-day activity in any Root Account associated with the ICS Custodial Account.

(ii) In addition to applying the Program Withdrawal limit, we will allocate funds so that, in accordance with federal regulations, your funds are not withdrawn from an MMDA at any one Destination Institution more than six times in a month.

(iii) Although we may permit you to have more than one ICS Custodial Account for your business purposes, you may not have more than one ICS Custodial Account for the purpose of avoiding the effects of the Program Withdrawal limit.

(iv) If Triggering Events on the same Business Day result in both a Same-Day Program Withdrawal, on that Business Day, and a Regular Program Withdrawal, on the next Business Day, the Triggering Events will have resulted in your use of two of your six Program Withdrawals for the month.

(v) If the Triggering Event for a Regular Program Withdrawal occurs on the last Business Day of a month, the Regular Program Withdrawal will occur on the first Business Day of the following month for purposes of the Program Withdrawal limit that applies in connection with the ICS savings option.

(b) The consequences of exceeding the limit of six Program Withdrawals are as follows:

(i) So long as you have not exceeded the limit of six Program Withdrawals in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Root Account.

(ii) If you have exceeded the limit of six Program Withdrawals in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Root Account, and (B) the ICS Custodial Account will be ineligible for Program Deposits for the remainder of the month and for the next six full months.

(c) If all the funds in MMDAs for an ICS Custodial Account have been returned to the Root Account pursuant to Section 2(b) of this Appendix A, no Program Deposits will occur before the end of the month. If, in addition, the ICS Custodial Account has become ineligible for Program Deposits, no Program Deposits for the ICS Custodial Account will occur during the period of ineligibility.

SCHEDULE 1 TO ICS DEPOSIT PLACEMENT AGREEMENT

Program Deposits and Program Withdrawals

1. Specified Terms

(a) The Sweep Threshold and the Return Threshold are as follows:

Sweep Threshold	Return Threshold
\$	\$

(b) The Same-Day Deposit Cutoff Time is as follows:

AM  PM  Eastern  Central  Mountain  Pacific  
(insert time) (check AM or PM) (check time zone)

Daylight Saving Time applies when nationally in effect unless checked here

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in the Transaction Account balance that causes its balance to exceed the Sweep Threshold. After posting all your Transaction Account activity for a Business Day, we will determine whether the Transaction Account balance exceeds the Sweep Threshold. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the excess amount to Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Transaction Account and credit a holding account before the transfer of funds to Deposit Accounts occurs at ICS Settlement.

3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in the Transaction Account balance, after the posting of all your Transaction Account activity for a Business Day, that causes its balance (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Return Threshold. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from your Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in your Deposit Accounts, sufficient to restore the Transaction Account balance to the Sweep Threshold.

(b) Subject to the other terms and conditions of this Agreement, including Section 4.5, and subject to the rules and cutoff times that otherwise apply to transaction accounts with us, we will honor your debit transactions in the Transaction Account so long as the sum of your funds in the Transaction Account and your funds in your Deposit Accounts, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds the Transaction Account balance. As set forth in Section 4.5, you will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Transaction Account and debit a holding account before the transfer of funds from your Deposit Accounts occurs at ICS Settlement.

SCHEDULE 2 TO ICS DEPOSIT PLACEMENT AGREEMENT

Transaction Account Deposits That Exceed the SMDIA

Although we will not place your funds through ICS at any one Destination Institution in an amount that exceeds the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000, deposits in the Transaction Account, separately or together with your other deposits with us in the same insurable capacity, may exceed the SMDIA. For example, when funds in the Transaction Account are awaiting placement through ICS, they will be subject to a single SMDIA until they are placed through ICS and become deposits at Destination Institutions after ICS Settlement. If you cannot accept the risk of having Transaction Account deposits that exceed the SMDIA in these or other circumstances, it will be your responsibility to make arrangements with us to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.



SCHEDULE 3 TO ICS DEPOSIT PLACEMENT AGREEMENT

Depositor Control Panel and Depositor Placement Review

1. Depositor Control Panel

The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

Your initial login credentials for the Depositor Control Panel will be as follows:

User name:	The account number for the Transaction Account
Password:	The last four characters of the Depositor Identifier entered for the sole or primary Depositor on the signature page of this Agreement

You will also be required to enter the email address you have provided to us.

We will separately advise you of any additional steps required of you by additional security controls.

2. Depositor Placement Review

The DPR period each Business Day will be as follows:

3:00 P.M. to 3:15 P.M. Eastern time Daylight Saving Time applies when nationally in effect
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We may change the DPR period by posting notice on the DCP in advance of the change.

SCHEDULE 4 TO ICS DEPOSIT PLACEMENT AGREEMENT

Service Form and Exclusions

1. Reciprocal and One-Way

If you check this box, we may use ICS Reciprocal, ICS One-Way, or both for our placement of your funds through ICS.

If you check this box, we will use only ICS Reciprocal for our placement of your funds through ICS.

2. Exclusions

Each depository institution entered on your List of Exclusions below will be ineligible, as of the date you and we have signed the Agreement, to receive your funds through ICS as a Destination Institution. You may subsequently change your List of Exclusions as provided in the Agreement.

The List of Exclusions should include the city and state of the institution's main office (rather than the city and state of a branch location). The List of Exclusions may also include the institution's FDIC certificate number or transit routing number. Attach additional pages as necessary. If you do not list any exclusions, you should enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions whether or not you enter "none").

3. List of Exclusions

Your List of Exclusions is as follows:

Name of Institution	City and State	FDIC Certificate Number or Routing Number

Signature of sole or primary Depositor: \_\_\_\_\_

# Custodial Agreement

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You, the undersigned, enter into this Custodial Agreement (this "*Agreement*") with ("we" or "us").

1. Pursuant to this Agreement, you authorize us (as your "*Relationship Institution*") to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established at other participating institutions pursuant to the CDARS Deposit Placement Agreement or the ICS Deposit Placement Agreement for funds of yours placed through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the Insured Cash Sweep® service (collectively, the "*Deposit Accounts*") and all your security entitlements and other related interests and assets with respect to the Deposit Accounts (collectively, the "*Related Entitlements*"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements (the "*Custodial Account*") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) deposit your funds in, or withdraw your funds from, the Deposit Accounts in accordance with your instructions, (v) deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us in accordance with your instructions, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CD and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code as included in applicable state law (the "*UCC*"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will constitute a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this Custodial Agreement, effective when you and we have signed it.

RELATIONSHIP INSTITUTION

Institution name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory:  
\_\_\_\_\_

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

SOLE OR PRIMARY DEPOSITOR

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual):  
\_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or approved alternate identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

(Add signature lines as needed.)

**INTERBANK ICS FEES**

<u>Date</u>	<u>Actual</u>	<u>Cap</u>	<u>Sweep</u>	<u>Fee</u>
1/1/2019	2,648,868.98	250,000.00	2,398,868.98	8.22
1/2/2019	2,549,320.87	250,000.00	2,299,320.87	7.87
1/3/2019	2,549,320.87	250,000.00	2,299,320.87	7.87
1/4/2019	2,549,320.87	250,000.00	2,299,320.87	7.87
1/5/2019	2,549,320.87	250,000.00	2,299,320.87	7.87
1/6/2019	2,549,320.87	250,000.00	2,299,320.87	7.87
1/7/2019	2,666,939.89	250,000.00	2,416,939.89	8.28
1/8/2019	2,666,939.89	250,000.00	2,416,939.89	8.28
1/9/2019	2,666,939.89	250,000.00	2,416,939.89	8.28
1/10/2019	2,666,939.89	250,000.00	2,416,939.89	8.28
1/11/2019	2,666,939.89	250,000.00	2,416,939.89	8.28
1/12/2019	2,666,939.89	250,000.00	2,416,939.89	8.28
1/13/2019	2,666,939.89	250,000.00	2,416,939.89	8.28
1/14/2019	2,666,939.89	250,000.00	2,416,939.89	8.28
1/15/2019	2,716,939.89	250,000.00	2,466,939.89	8.45
1/16/2019	3,360,271.19	250,000.00	3,110,271.19	10.65
1/17/2019	3,366,314.19	250,000.00	3,116,314.19	10.67
1/18/2019	3,560,892.33	250,000.00	3,310,892.33	11.34
1/19/2019	3,560,892.33	250,000.00	3,310,892.33	11.34
1/20/2019	3,560,892.33	250,000.00	3,310,892.33	11.34
1/21/2019	3,560,892.33	250,000.00	3,310,892.33	11.34
1/22/2019	3,560,892.33	250,000.00	3,310,892.33	11.34
1/23/2019	3,570,326.44	250,000.00	3,320,326.44	11.37
1/24/2019	4,947,604.90	250,000.00	4,697,604.90	16.09
1/25/2019	5,336,997.52	250,000.00	5,086,997.52	17.42
1/26/2019	5,336,997.52	250,000.00	5,086,997.52	17.42
1/27/2019	5,336,997.52	250,000.00	5,086,997.52	17.42
1/28/2019	5,336,997.52	250,000.00	5,086,997.52	17.42
1/29/2019	5,336,997.52	250,000.00	5,086,997.52	17.42
1/30/2019	5,812,129.08	250,000.00	5,562,129.08	19.05
1/31/2019	5,815,185.99	250,000.00	5,565,185.99	<u>19.06</u>
<b>Total</b>				<b>352.94</b>

## Post Oak Bank ICS Agreement

## Promontory Interfinancial Network, LLC

### Customer Profile Form

Primary Customer Name: <sup>1</sup>	
Contact Name (for nonpersonal accounts):	
Customer Class: <input type="checkbox"/> Individual / Joint / Revocable Trust <input type="checkbox"/> Estate / Irrevocable Trust <input type="checkbox"/> Corporation / LLC <input type="checkbox"/> Partnership / Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Nonprofit Institution <input type="checkbox"/> Club or Association <input type="checkbox"/> Public Entity <input type="checkbox"/> Foreign Government <input type="checkbox"/> Savings Bank / Credit Union <input type="checkbox"/> Other Bank / Financial Institution	
Primary Mailing Address:	
City / State / Zip:	
Duplicate Statement Address (if applicable):	
City / State / Zip:	
Telephone Number:	U.S. Citizen: <input type="checkbox"/> Yes <input type="checkbox"/> No
Email Address:	If No, Country of Citizenship: _____
Primary Owner Tax ID Number:	Type: <input type="checkbox"/> SSN <input type="checkbox"/> TIN <input type="checkbox"/> Non-Resident With SSN / TIN <input type="checkbox"/> Non-Resident Without SSN / TIN <input type="checkbox"/> Individual Tax ID Number
Primary Owner Other ID (required if no Tax ID): <sup>2</sup> (If you do not have a U.S. Tax ID, populate a checkbox to the right.)	Other ID Type: <input type="checkbox"/> Drivers License <input type="checkbox"/> Passport <input type="checkbox"/> Other
<p><sup>1</sup>For joint accounts, please set up separate customer profiles for both the primary and secondary owners.</p> <p><sup>2</sup> If you do not have a U.S. Tax ID, you must use this same alternate ID for all CDARS and all ICS transactions with all institutions. If you subsequently obtain a U.S. Tax ID, you must promptly inform us and other institutions so that your correct information can be recorded for tax reporting, ICS document tracking, and FDIC insurance purposes.</p>	

**Customer Exclusions:**

There is no need to exclude institutions that currently hold your funds through the CDARS or ICS service. Providing the same Tax ID for each of your CDARS or ICS accounts will enable the location of your current placement(s) to be recognized. These institutions will automatically be excluded from future placements.

Bank:	TRN:	City, State:

**Signatures:**

Customer Signature	Date	Institution Signature	Date		



# Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement (this "*Agreement*") with ("*we*" or "*us*"). This Agreement states the terms and conditions on which we (as your "*Relationship Institution*") will endeavor to place funds into deposit accounts at receiving depository institutions (each a "*Destination Institution*") from a transaction account with us into which you (the "*Depositor*") have deposited funds for such placement (the "*Transaction Account*"). The Destination Institutions will be depository institutions at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to maximum deposit insurance amounts.

We will endeavor to place your funds at Destination Institutions using ICS®, the Insured Cash Sweep® service of Promontory Interfinancial Network, LLC ("*Promontory*"). The amount of your funds that we place in the deposit accounts that have been established for the placement of your funds at Destination Institutions (each a "*Deposit Account*") will not exceed the FDIC standard maximum deposit insurance amount ("*SMDIA*"), currently \$250,000, at any one Destination Institution.

**We offer placement of funds through ICS to businesses, nonprofit entities, and, subject to applicable law, public entities. We may also choose to place funds through ICS for individuals with a demonstrated need to maintain large cash balances (e.g., \$500,000 or more) over a 12-month period. You must be capable of using, and you agree to use, the ICS Depositor Control Panel ("*DCP*"), an online tool described in this Agreement, to review proposed placements and for other purposes. You also agree to receive notices concerning ICS deposits that may be posted on the DCP or sent by email.**

Funds in your Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions. We offer both the ICS demand option and the ICS savings option. Each Deposit Account at a Destination Institution in which your funds will be placed using the ICS demand option will be a demand deposit account ("*DDA*"). Each Deposit Account at a Destination Institution in which your funds will be placed using the ICS savings option will be a money market deposit account ("*MMDA*"). With the ICS demand option, you are permitted unlimited withdrawals. With the ICS savings option, you are permitted up to six withdrawals per month.

## 1. Your Relationship With Us

### 1.1. *Agency and Custodial Relationship*

(a) We will act as your agent in placing your funds in Deposit Accounts through ICS and, under our separate custodial agreement with you (the "*Custodial Agreement*"), as your custodian for the Deposit Accounts. We will not act as your investment adviser, and we will have no obligation to advise you of alternative investments. The Bank of New York Mellon ("*BNY Mellon*") will act as our sub-custodian, settlement agent, reconciliation agent, and recordkeeper. BNY Mellon will also act as recordkeeper for Destination Institutions at which your Deposit

Accounts are established, maintaining certain deposit account records for those Destination Institutions.

(b) Each Deposit Account (i) will be recorded on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) will be recorded on the records of BNY Mellon in our name, as your custodian, and (iii) will be recorded on our records in your name, all in a manner that will permit the Deposit Account to be FDIC-insured to the same extent as if you held it directly with the Destination Institution. For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, your Deposit Accounts and all your security entitlements and other related interests and assets with respect to your Deposit Accounts, and we will treat you as entitled to exercise the rights that comprise your Deposit Accounts. All interests that we hold with respect to your Deposit Accounts are held by us solely as your securities intermediary and are not our property. You are and will remain the owner of all funds of yours that we place for you through the ICS service and any interest on those funds.

(c) As further described below, on each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (a "*Business Day*"), our proposed allocation of your funds to Destination Institutions will be available to you in advance on the DCP to approve or reject. We have entered into an agreement with Promontory to use the ICS service in connection with such allocations. In using ICS, we will adhere to Promontory's policies and procedures. Promontory is not your agent or custodian, however, and it is not responsible for placement of your funds or custody of your Deposit Accounts.

### 1.2. *Termination of Custodial Relationship*

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer your Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that your ownership of the Deposit Account will be recorded in your name on the books of the Destination Institution. We will endeavor to cause any such request that we receive from you to be promptly forwarded to the Destination Institution. Each Destination Institution at which your funds may be placed has agreed that it will promptly fulfill any such requests, subject to its customer identification policies and other standard account opening terms and conditions.

(b) If a Deposit Account has been recorded in your name on the books of a Destination Institution pursuant to Section 1.2(a), (i) you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the Deposit Account and you will no longer be able to enforce your rights in the Deposit Account against the Destination Institution through us, and (ii) the interest rate applicable to the Deposit Account will be the interest rate that the Destination Institution establishes, which may be lower than an interest rate that we might have established.



## 2. Your Deposits at Destination Institutions

### 2.1. *The Deposit Accounts and the Interest Rate*

(a) Each of your Deposit Accounts, including the principal balance and the accrued interest, will be a deposit obligation of the Destination Institution at which the Deposit Account has been established and will not be an obligation of Promontory, BNY Mellon, or us. We, as your custodian, will maintain on our books and records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests with respect to the Deposit Accounts (an "*ICS Custodial Account*"). We will establish for you separate ICS Custodial Accounts for funds placed using the ICS demand option and for funds placed using the ICS savings option. In addition, we may permit you to have multiple ICS Custodial Accounts for your business purposes with either option, and we may also permit you to have multiple Transaction Accounts associated with an ICS Custodial Account. Having multiple ICS Custodial Accounts or multiple Transaction Accounts will not expand the FDIC insurance coverage available to you in a single insurable capacity.

(b) The interest rate for your Deposit Accounts at Destination Institutions on any day will be the then-current rate we establish for them, which may be any rate (including zero) and which we may modify at any time (the "*Interest Rate*"). We may establish different Interest Rates for your use of the ICS demand option and the ICS savings option. We do not offer or promise you any particular Interest Rate. In particular, we do not promise you that an Interest Rate will be any particular rate or that an Interest Rate that may be effective at a given time will be effective at a later time. Through your continued participation in ICS, you accept each applicable Interest Rate.

(c) The Destination Institutions have agreed that interest on your Deposit Accounts will accrue and compound daily at the applicable Interest Rate and will be credited to principal at least once each month. Payment of the full amount of all accrued interest with respect to a Deposit Account at a Destination Institution will be solely the responsibility of, and solely enforceable against, that Destination Institution. We will have no indebtedness to you for any such amount.

(d) In accordance with federal regulations, for funds placed using the ICS savings option, each Destination Institution reserves the right to require written notice of an intended withdrawal from an MMDA not less than seven days before the withdrawal is made. The Destination Institutions have indicated that they do not currently intend to exercise this right.

### 2.2. *Balances and Statements*

(a) On any day, you may confirm through the DCP the aggregate principal balance in your Deposit Accounts (your "*Program Balance*") for each ICS Custodial Account, and your principal balance and accrued interest at each Destination Institution for each ICS Custodial Account, as of the settlement of payments to and from ICS participating institutions through BNY Mellon ("*ICS Settlement*") for the preceding Business Day or, after completion of ICS Settlement on a Business Day, for that Business Day.

(b) For each ICS Custodial Account, we will provide you with periodic account statements that include your Program Balance as of the end of the statement period, the total interest you have earned on

your Deposit Accounts during the period, the rate of return you have earned on the daily average closing principal balance in your Deposit Accounts for the period (which will be referred to as the "*Statement Period Yield*"), and your principal balance at each Destination Institution in which your funds are deposited as of the end of the period. You should retain these account statements.

(c) The account information available on the DCP as described in Section 2.2(a), and the periodic statements described in Section 2.2(b), will be your record of your Deposit Accounts.

## 3. Program Deposits and Program Withdrawals

### 3.1. *Triggering Events*

(a) Schedule 1 to this Agreement sets forth events that will trigger a transfer of funds at ICS Settlement from the Transaction Account to the Deposit Accounts (a "*Program Deposit*") or a transfer of funds at ICS Settlement from the Deposit Accounts to the Transaction Account (a "*Program Withdrawal*").

(b) Depending on the terms of Schedule 1, an event that triggers a Program Deposit or a Program Withdrawal (a "*Triggering Event*") may be a specified change in the Transaction Account balance, a request by you that we accept, or another event described in Schedule 1.

(c) If we permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account, Schedule 1 may specify separate sets of Triggering Events for each Transaction Account or one set of Triggering Events for all Transaction Accounts.

### 3.2. *Program Deposits*

(a) The occurrence of a Triggering Event for a Program Deposit does not result in a transfer of funds to your Deposit Accounts until the applicable ICS Settlement occurs. Schedule 2 to this Agreement contains important information regarding the status of funds in the Transaction Account.

(b) Subject to the other terms and conditions of this Agreement, and except as provided in the next subsection, a Triggering Event for a Program Deposit under Schedule 1 will result in a transfer of funds to your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Deposit*").

(c) Schedule 1 states whether a transfer of funds to your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Deposit*") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (the "*Same-Day Deposit Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

(d) We may impose a maximum Program Balance amount for your deposits placed through ICS and will inform you of any maximum Program Balance we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to your Deposit Accounts to the extent it would cause the Program Balance to exceed the maximum amount. In addition, we may choose not to

transfer to the Deposit Accounts an amount that we have credited to the Transaction Account, but have not yet collected from a third party.

(e) There is no per-month limit on the number of permitted Program Deposits.

### 3.3. *Program Withdrawals*

(a) Subject to the other terms and conditions of this Agreement, a Triggering Event for a Program Withdrawal under Schedule 1 will result in a transfer of funds from your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Withdrawal*"). If the Triggering Event occurs on the last Business Day of a month, the Program Withdrawal will occur on the first Business Day of the following month for purposes of the Program Withdrawal limit that applies in connection with the ICS savings option.

(b) Schedule 1 states whether the transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Withdrawal*") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (the "*Same-Day Withdrawal Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

(c) With the ICS demand option, there is no per-month limit on the number of permitted Program Withdrawals.

(d) With the ICS savings option:

(i) You are permitted up to six Program Withdrawals per month for an ICS Custodial Account. To remain within this limit, you should satisfy yourself that the Triggering Events for Program Deposits and Program Withdrawals under Schedule 1 are appropriate in light of your anticipated day-to-day activity in any Transaction Account associated with the ICS Custodial Account.

(ii) In addition to applying the Program Withdrawal limit, we will allocate funds so that, in accordance with federal regulations, your funds are not withdrawn from an MMDA at any one Destination Institution more than six times in a month.

(iii) Although we may permit you to have more than one ICS Custodial Account for your business purposes, you may not have more than one ICS Custodial Account for the purpose of avoiding the effects of the Program Withdrawal limit.

(iv) If Triggering Events on the same Business Day result in both a Same-Day Program Withdrawal, on that Business Day, and a Regular Program Withdrawal, on the next Business Day, the Triggering Events will have resulted in your use of two of your six Program Withdrawals for the month.

### 3.4. *Program Withdrawal Advances; Security Interest*

(a) If Schedule 1 provides that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will

retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 3.4(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, your Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount you owe to us, and

(iii) to the extent the amount you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in your Deposit Accounts or in any security entitlements or other interests or assets relating to your Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Transaction Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Transaction Account, we also may decline to honor debit transactions in the Transaction Account in accordance with the separate agreement.

### 3.5. *Excess Program Withdrawals*

(a) With the ICS savings option, the consequences of exceeding the limit of six Program Withdrawals depend on whether you give us, in Schedule 1, an advance instruction to endeavor to reallocate your funds from the ICS savings option to the ICS demand option in the circumstances described in Section 3.5(b) (a "*Reallocation Instruction*").

(b) If you give us a Reallocation Instruction in Schedule 1, the following provisions will apply:

(i) So long as you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Transaction Account any such funds not so reallocated.

(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Transaction Account any such funds not so reallocated, and (B) the ICS Custodial Account will be ineligible for the ICS savings option for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(c) If you do not give us a Reallocation Instruction in Schedule 1, the following provisions will apply:

(i) If you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Transaction Account.

(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Transaction Account, and (B) the ICS Custodial Account will be ineligible for Program Deposits for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(d) If all the funds in MMDAs for an ICS Custodial Account have been returned to the Transaction Account pursuant to Section 3.5(b) or Section 3.5(c), no Program Deposits for the ICS savings option will occur before the end of the month. If, in addition, the ICS Custodial Account has become ineligible for Program Deposits, no Program Deposits for the ICS Custodial Account will occur during the period of ineligibility.

#### 4. Daily Allocation and Depositor Control

##### 4.1. *Daily Allocation; Review and Consent*

(a) In addition to allocating your funds to each Destination Institution in an amount that is under the FDIC insurance limit, the ICS process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts they have placed for their own customers and possible limits on the amounts a Relationship Institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) As a result of the daily allocation of funds in ICS and the allocation objectives outlined in Section 4.1(a), the set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may

involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect any Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

##### 4.2. *Destination Institution Exclusions*

(a) We will not allocate your funds to any Destination Institution that is on your then-effective list of exclusions from eligibility to receive your funds through ICS (your "*List of Exclusions*").

(b) You may enter the name of any depository institution on your List of Exclusions in Schedule 4 to this Agreement. An exclusion in Schedule 4 is effective when we have signed the Agreement. You may later add exclusions to your List of Exclusions, or subtract exclusions from your List of Exclusions, by contacting us in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

(c) If, on a Business Day, you have outstanding deposits that we have placed for you using Promontory's CDARS® service, and you have provided the same taxpayer identification number to us for purposes of CDARS and ICS, our allocation of your funds at Destination Institutions for that Business Day in ICS:

(i) will not include allocation to a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through CDARS, and

(ii) will not cause the balance in your Deposit Accounts at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at that Destination Institution through CDARS, to exceed the SMDIA.

##### 4.3. *Depositor Control Panel*

(a) Promontory will assist us in providing the DCP to you. Schedule 3 to this Agreement provides access information for the DCP. When you first log in to the DCP using the login credentials described in Schedule 3, you will be required to change your DCP user name and password.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP for your records, and the knowledge and experience to use an online tool for the DCP functionality. In addition, you acknowledge that you will be required to obtain and maintain all equipment and services necessary for access to the DCP.

#### 4.4. *Depositor Placement Review*

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts at Destination Institutions after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from one or more Destination Institutions and deposited in one or more other Destination Institutions.

(b) After the provisional allocation occurs on a Business Day, but before it becomes final at the day's ICS Settlement, Depositor Placement Review (*"DPR"*) will occur through the DCP. Even if a Destination Institution is not on your List of Exclusions, the final allocation that day will not allocate your funds to a Destination Institution at ICS Settlement if you reject it during DPR through the DCP. The initial DPR time period is set forth in Schedule 3. We may change the DPR period by posting advance notice of the change on the DCP. Your rejection of a Destination Institution will be effective only if you submit it, as specified in the DCP, before DPR ends.

(c) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day (the *"Proposed Placement List"*), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the proposed allocation and your funds will be allocated in accordance with the list.

(d) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (the *"Alternate Placement List"*). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(e) If the provisional allocation on a Business Day would result in funds of yours currently at one Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Transaction Account.

(f) A Destination Institution that you reject in DPR will also be added to your List of Exclusions, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(g) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions of Destination Institutions, and rejections of Destination Institutions in DPR, may increase the chance that funds will not be allocated. If funds not yet transferred to your Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Transaction Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Transaction Account.

#### 5. FDIC Insurance Considerations

##### 5.1. *Deposit Insurance Coverage*

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at [www.fdic.gov](http://www.fdic.gov) or by contacting the FDIC by letter, email, or telephone. All your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. You should add to your List of Exclusions any FDIC-insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include individual accounts, joint accounts, and individual retirement accounts. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate taxpayer identification number (*"TIN"*) does not necessarily evidence or establish a separate insurable capacity. It is your obligation to determine whether funds we are placing for you through ICS are maintained in separate insurable capacities. We may use your TIN to identify you, and we place your funds on the understanding that you are not depositing funds for placement under more than one TIN in the same insurable capacity.

(b) Your deposits in the Transaction Account, alone or when aggregated with your other deposits with us in the same insurable capacity, may exceed the SMDIA. Schedule 2 describes measures you should take if you cannot accept risks associated with uninsured deposits in the Transaction Account.

(c) The requirements for FDIC deposit insurance coverage of the deposits of the United States government, state, county, and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.

(d) The records maintained for us by BNY Mellon regarding ownership of your Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information. We will inform BNY Mellon of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails. The FDIC could also require you to provide additional documentation.

##### 5.2. *Deposit Insurance Payments*

(a) If deposit insurance payments become necessary for one of your Deposit Accounts, the FDIC is required to pay the principal amount plus accrued interest to the date of the closing of the Destination

Institution, as prescribed by law, subject to the SMDIA. No interest is earned on deposits from the time a Destination Institution closes until insurance payments are received. As an alternative to making a direct insurance payment, the FDIC may transfer the deposits of an insolvent institution to a solvent institution. The solvent institution may change the interest rate on a deposit, subject to your right to withdraw the funds.

(b) We will notify you if we receive a deposit insurance payment from the FDIC with respect to your Deposit Account at a failed Destination Institution. Should we receive a deposit insurance payment with respect to your Deposit Account at a failed Destination Institution, we will place the amount of the payment in one or more Deposit Accounts at Destination Institutions pursuant to the deposit placement procedures set forth in this Agreement, subject to the other terms and conditions of this Agreement, including Section 3.4.

(c) In general, if an insured depository institution is closed, the FDIC is required by law to pay the insured deposits "as soon as possible," either by cash or by transferring the deposit to a new insured depository institution. It is possible, however, that an insurance payment could be delayed. We will not be obligated to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment, and we will not be obligated to advance funds with respect to any such payment.

### 5.3. *Responsibility to Monitor Deposits; Publicly Available Information*

(a) You are responsible for monitoring the total amount of funds in your Deposit Accounts at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each allocation of your funds to Destination Institutions is consistent with your exclusions and rejections by visiting the DCP and viewing the allocation, recognizing that the funds could be allocated to different Destination Institutions on any Business Day.

(b) Publicly available financial information concerning the Destination Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx).

## 6. Additional Considerations

### 6.1. *Reciprocal and One-Way*

(a) We may participate in the ICS service through one or both of two different forms of the service. When we place your funds using ICS® Reciprocal<sup>SM</sup>, we will receive matching funds placed by other participating institutions for their customers and pay a fee to Promontory. When we place your funds using ICS® One-Way<sup>SM</sup>, we will not receive matching funds placed by other participating institutions for their customers or pay a fee to Promontory, but we and Promontory may receive fees from Destination Institutions in connection with funds placed. The fees may be different for different Destination Institutions.

(b) The interest you receive on your Deposit Accounts will be earned at the applicable Interest Rate, whether we use ICS Reciprocal or ICS One-Way in placing your funds. The Interest Rate may be different depending on which form of ICS we use. In ICS Reciprocal, the fee we pay to Promontory may affect the applicable Interest Rate. In ICS One-Way, fees paid by Destination Institutions to us or to

Promontory, or cost-of-funds rates at which Destination Institutions may request funds, may affect the Interest Rate. We will not collect a fee from you for the placement of your funds through ICS.

(c) Schedule 4 includes two boxes relating to which form of the ICS service we may use in connection with the placement of your funds. If you check the first of these two boxes, we may use ICS Reciprocal, ICS One-Way, or both. We will not be obligated to inform you of the Interest Rate that might be available using the other form, and we may select a form of ICS that provides greater benefits to us. If you check the second of these two boxes, we may use only ICS Reciprocal in connection with the placement of your funds.

(d) If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining whether the placement of your funds through ICS, in accordance with Schedule 4, satisfies the restrictions.

### 6.2. *Compare Rates*

(a) We are not advising you regarding alternative investments, and you are responsible for comparing the rates of return and other features of your Deposit Accounts to other available deposit accounts, and other kinds of investments, before deciding to have us place your funds using ICS.

(b) An applicable Interest Rate for your Deposit Accounts may be higher or lower than interest rates on comparable deposits available directly from us, from the Destination Institutions that establish your Deposit Accounts, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions. Without limiting the foregoing, an Interest Rate may be lower than an interest rate established for another customer for which funds are being placed or a cost-of-funds rate for a Destination Institution.

(c) Promontory may offer us and our employees non-cash incentives of insignificant monetary value, such as plaques, in connection with our placement of funds.

### 6.3. *Allocation Considerations and Compensatory Payments*

(a) The ICS allocation process is subject to applicable law and may be affected by our objectives, Promontory's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, reflecting the difference between an interest rate for a placing institution's customers and a rate at which the receiving institution would otherwise pay interest.

(c) If we were to become insolvent, the FDIC could transfer custody of your Deposit Accounts to a new custodian that participates in ICS. Alternatively, you could elect to establish your Deposit Accounts directly with the Destination Institutions or you could elect to have the funds in your Deposit Accounts returned to you.

#### 6.4. *Mutual Institution Voting and Subscription Rights*

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be identified on the books of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf. You hereby waive any right you may have to attend or vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if you held a Deposit Account as of an applicable record date.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, attend or vote at any meeting of the depositor members of the mutual institution, or receive subscription rights in the event the mutual institution converts from mutual to stock form, you must dismiss us as custodian before the applicable record date (a date that is usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion) and have your ownership of the Deposit Account recorded in your name directly on the books of the mutual institution.

### 7. Other Provisions

#### 7.1. *Release and Use of Identifying Information*

(a) You consent to our providing your name, TIN or other alphanumeric identifier, and other identifying information ("*Identifying Information*") to BNY Mellon, Promontory, and other parties providing services in connection with ICS (each a "*Service Provider*"). A Service Provider may use the Identifying Information only in connection with its provision of services relating to ICS. We or a Service Provider may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(b) We will not provide Identifying Information to any other party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory or BNY Mellon. Promontory may use and disclose information regarding aggregated activity of ICS depositors, provided it does not use or disclose any Identifying Information in a manner contrary to this Section 7.1.

#### 7.2. *Liability and Dispute Resolution*

(a) We are responsible for maintaining, directly or through a Service Provider, appropriate records of our placements for you. We are also responsible for not placing your funds through ICS at any Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at any Destination Institution that is the subject

of an effective rejection by you at the time of the applicable ICS Settlement, in an ICS placement at a Destination Institution under a single TIN in an amount that exceeds the SMDIA, or in a manner that violates Section 4.2(c). IF ALL OR PART OF YOUR DEPOSIT AT A DESTINATION INSTITUTION IS UNINSURED BECAUSE OF OUR FAILURE TO FULFILL THESE RESPONSIBILITIES, AND IF THE DESTINATION INSTITUTION FAILS AND YOU DO NOT OTHERWISE RECOVER THE UNINSURED PORTION, WE WILL REIMBURSE YOU FOR YOUR DOCUMENTED LOSS OF THE UNINSURED PORTION.

(b) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN THE PRECEDING SUBSECTION, AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL PROMONTORY OR BNY MELLON BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR: (I) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (*E.G.*, EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (II) DELAY IN ANY FDIC INSURANCE PAYMENT, (III) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (IV) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(c) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN YOUR CUSTODIAL AGREEMENT.

#### 7.3. *Miscellaneous*

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, written or oral, relating to any matter herein, and may not be amended by any oral representation made or oral agreement reached after the execution of this Agreement.

(b) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 7 will survive termination.

(c) Schedules 1, 2, 3, and 4 (each a "*Schedule*") are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(d) This Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope or intent of this Agreement

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Transaction Account is a joint account, each owner of the Transaction Account must sign this Agreement, and funds in your Deposit Accounts will be held in the same joint ownership capacity.

RELATIONSHIP INSTITUTION

Institution name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory:  
\_\_\_\_\_

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

or any clause hereof. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The term "including" does not imply exclusion. The term "month" refers to the calendar month.

SOLE OR PRIMARY DEPOSITOR

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual):  
\_\_\_\_\_

Depositor TIN or other alphanumeric identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR IF JOINT ACCOUNT

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or other alphanumeric identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR IF JOINT ACCOUNT

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or other alphanumeric identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

(Add signature lines as needed.)

SCHEDULE 1 TO ICS DEPOSIT PLACEMENT AGREEMENT

Program Deposits and Program Withdrawals

1. Reallocation Instruction

If you check this box, you are giving us a Reallocation Instruction as specified in Section 3.5.

If you check this box, you are not giving us a Reallocation Instruction.

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a Regular Program Deposit request by you that we receive and accept. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to your Deposit Accounts at ICS Settlement on the next Business Day.

(b) Same-Day Program Deposits are not available.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Transaction Account and credit a holding account before the transfer of funds to your Deposit Accounts occurs at ICS Settlement.

3. Program Withdrawals

(a) The Triggering Event for a Regular Program Withdrawal is a Regular Program Withdrawal request by you that we receive and accept. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount from your Deposit Accounts at ICS Settlement on the next Business Day.

(b) Same-Day Program Withdrawals are not available.

(c) Subject to the other terms and conditions of this Agreement, including Section 3.4, and subject to the rules and cutoff times that otherwise apply to Transaction Accounts with us, after we have received and accepted your Program Withdrawal request, we may in our discretion advance funds to you in anticipation of a Program Withdrawal to honor your debit transactions in the Transaction Account so long as the sum of your funds in the Transaction Account and your funds in your Deposit Accounts of the applicable type, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We may do so even if the amount of the debit transaction exceeds the Transaction Account balance. As set forth in Section 3.4, you will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(d) If a Triggering Event for a Program Withdrawal occurs, we may credit the Transaction Account and debit a holding account before the transfer of funds from your Deposit Accounts occurs at ICS Settlement.



## SCHEDULE 2 TO ICS DEPOSIT PLACEMENT AGREEMENT

### Transaction Account

Although we will not place your funds through ICS at any one Destination Institution in an amount that exceeds the FDIC standard maximum deposit insurance amount ("SMDIA") of \$250,000, balances in your Transaction Account, separately or together with your other balances with us in the same insurable capacity, may exceed the SMDIA. For example, your balances may exceed the SMDIA until ICS Settlement for a pending large Program Deposit or if all funds in your Deposit Accounts are returned to your Transaction Account for the remainder of a month as a result of the application of the Program Withdrawal limit. If you cannot accept the risk associated with uninsured deposits in these or other circumstances, it will be your responsibility to make arrangements with us to have such funds collateralized, protected by a properly-executed repo sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.

SCHEDULE 3 TO ICS DEPOSIT PLACEMENT AGREEMENT

Depositor Control Panel and Depositor Placement Review

1. Depositor Control Panel

The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

Your initial login credentials for the Depositor Control Panel will be as follows:

User name:	The account number for the Transaction Account
Password:	The last four characters of the TIN or other alphanumeric identifier entered for the sole or primary Depositor on the signature page of this Agreement

You will also be required to enter the email address you have provided to us.

We will separately advise you of any additional steps required of you by additional security controls.

2. Depositor Placement Review

The DPR period each Business Day will be as follows:

12:00 noon to 12:30 P.M. Eastern time
---------------------------------------

We may change the DPR period by posting notice on the DCP in advance of the change.

SCHEDULE 4 TO ICS DEPOSIT PLACEMENT AGREEMENT

Service Form and Exclusions

1. Reciprocal and One-Way

If you check this box, we may use ICS Reciprocal, ICS One-Way, or both in connection with our placement of your funds.

If you check this box, we will use only ICS Reciprocal in connection with our placement of your funds.

2. List of Exclusions

Each depository institution entered on your List of Exclusions below will be ineligible, as of the date you and we have signed the Agreement, to receive your funds through ICS as a Destination Institution. You may subsequently change your List of Exclusions as provided in the Agreement.

The List of Exclusions should include the city and state of the institution's main office (rather than the city and state of a branch location). The List of Exclusions may also include the institution's FDIC certificate number or transit routing number. Attach additional pages as necessary. If you do not list any exclusions, you should enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions whether or not you enter "none").

Name of Institution	City and State	FDIC Certificate Number or Routing Number (optional)

Signature of sole or primary Depositor: \_\_\_\_\_

# Custodial Agreement

You, the undersigned, enter into this Custodial Agreement (this "**Agreement**") with \_\_\_\_\_ ("**we**" or "**us**").

1. Pursuant to this Agreement, you authorize us (as your "**Relationship Institution**") to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established at other participating institutions pursuant to the CDARS Deposit Placement Agreement or the ICS Deposit Placement Agreement for funds of yours placed through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the Insured Cash Sweep® service (collectively, the "**Deposit Accounts**") and all your security entitlements and other related interests and assets with respect to your Deposit Accounts (collectively, the "**Related Entitlements**"). The custodial account in which we will hold your Deposit Accounts and Related Entitlements (the "**Custodial Account**") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause your Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to your Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) deposit your funds in, or withdraw your funds from, your Deposit Accounts in accordance with your instructions, (v) deliver or transfer funds from another account with us to your Deposit Accounts or deliver or transfer funds from your Deposit Accounts to another account with us in accordance with your instructions, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing Deposit Accounts and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code as adopted in \_\_\_\_\_ (the "**UCC**"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will constitute a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity

By signing below, you and we agree to be legally bound by this Custodial Agreement.

RELATIONSHIP INSTITUTION

Institution name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory:  
\_\_\_\_\_

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

SOLE OR PRIMARY DEPOSITOR

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and title of authorized signatory (if not individual):  
\_\_\_\_\_

Depositor TIN or other alphanumeric identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR IF JOINT ACCOUNT

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or other alphanumeric identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

ADDITIONAL DEPOSITOR IF JOINT ACCOUNT

Depositor name: \_\_\_\_\_

Signature: \_\_\_\_\_

Depositor TIN or other alphanumeric identifier (and type):  
\_\_\_\_\_

Email address: \_\_\_\_\_@\_\_\_\_\_

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

(Add signature lines as needed.)

**Post Oak Monthly ICS Cost**

<u>Date</u>	<u>Actual</u>	<u>Cap</u>	<u>Sweep</u>	<u>Fee</u>
1/1/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/2/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/3/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/4/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/5/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/6/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/7/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/8/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/9/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/10/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/11/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/12/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/13/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/14/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/15/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/16/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/17/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/18/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/19/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/20/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/21/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/22/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/23/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/24/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/25/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/26/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/27/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/28/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/29/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/30/2019	2,700,000.00	250,000.00	2,450,000.00	8.39
1/31/2019	2,700,000.00	250,000.00	2,450,000.00	<u>8.39</u>
<b>Total</b>				<b>260.10</b>

## Insured Cash Sweep<sup>®</sup>, or ICS<sup>®</sup>, Account Setup Form <sup>1</sup>

ICS Deposit Option: <input type="checkbox"/> Savings <input type="checkbox"/> Demand	
Primary Customer Name:  Primary Owner Tax ID Number:	Secondary Customer Name: <sup>2</sup>  Secondary Owner Tax ID: <sup>2</sup>
Institution Transaction Account No.:  Shadow Account No. (for integrated institutions):	Legal Account Title:
Account Type: <input type="checkbox"/> Reciprocal <sup>SM</sup> <input type="checkbox"/> One-Way Sell <sup>®</sup>	Will These Be IRA Funds? (Personal Accounts Only)  <input type="checkbox"/> Yes <input type="checkbox"/> No
For custom rates:  Rate Type: <input type="checkbox"/> Fixed <input type="checkbox"/> Floating  If fixed, rate %:  If floating, select the Index and spread from the available options on the Portal.	For program rates:  Program Name:  Tiered: <input type="checkbox"/> Yes <input type="checkbox"/> No  Program rates and tiers must be created by a Bank Administrator in the Institution Profile on the Portal.
Would you like to identify an ICS demand option account you would like to use to place funds that return to your transaction account in the event you exceed the ICS savings option program withdrawal limit?  <input type="checkbox"/> Yes <input type="checkbox"/> No  If yes, please provide an Account No.:	
Notes:	

<sup>1</sup>Funds may be submitted for placement only after entering into an ICS Deposit Placement Agreement with us.

<sup>2</sup>For joint accounts, please set up separate customer profiles for both the primary and secondary owners.

**Signatures:**

\_\_\_\_\_

Customer Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Institution Signature

\_\_\_\_\_

Date

## Insured Cash Sweep<sup>®</sup>, or ICS<sup>®</sup>, Customer Transaction Request Form <sup>1</sup>

Primary Customer Name:	Primary Owner Tax ID Number:
Secondary Customer Name (if applicable):	Secondary Owner Tax ID Number (if applicable):
Legal Account Title:	
Institution Transaction Account No.:	Transaction Reference No. (optional):
Transaction Type: <input type="checkbox"/> Deposit <input type="checkbox"/> Withdrawal <input type="checkbox"/> Liquidation	Transaction Amount:
Notes:	

<sup>1</sup>Funds may be submitted for placement only after entering into an ICS Deposit Placement Agreement with us.

**For ICS savings option customers ONLY:** You may use up to **SIX** Program Withdrawals per month. To remain within this limit, you should satisfy yourself that the Triggering Events for Program Deposits and Program Withdrawals are appropriate in light of your anticipated day-to-day activity in the Transaction Account. A Program Withdrawal occurs on the business day after the business day on which the Triggering Event occurs.

**If you have any updates to exclusions, please contact **XXXX** at [CCCC@abc.com](mailto:CCCC@abc.com) or (123) 456-7890.**

**Signatures:**

\_\_\_\_\_

Customer Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Institution Signature

\_\_\_\_\_

Date



# Exhibit “H”

**WINNIE STOWELL HOSPITAL DISTRICT**

**REQUEST FOR QUALIFICATIONS FOR  
LICENSED PROFESSIONAL COUNSELOR TO PROVIDE YOUTH ADOLESCENT/YOUTH  
COUNSELING SERVICES**

Receipt / Opening Date and Time March 20, 2019 at 5:00 PM

Deadline for Questions March 13, 2019 at 5:00 PM

Please Note the Following Information:

**No late responses will be accepted**

No faxed or electronic responses will be accepted

Please submit original and four copies to:

Winnie Stowell Hospital District  
538 Broadway, Winnie, Texas 77665  
Contact for this RFQ:

Sherrie Norris, Administrator  
409-296-1003 or Email at: sherrie@wshd-tx.com

**Submitter's Certification**

The undersigned, by his/her signature, represents that he/she is authorized to bind the submitter to fully comply with the terms and conditions of this Request for Qualifications, including all forms and attachments included and/or referenced herein, for the amount(s) shown on the accompanying proposal form(s).

**NOTE:** Submitter is strongly encouraged to read the entire Request for Qualifications prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.

Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Address: \_\_\_\_\_ Fax #: \_\_\_\_\_

City: \_\_\_\_\_ Web Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ E-mail address: \_\_\_\_\_

\_\_\_\_\_  
Today's Date: \_\_\_\_\_

(Signature of person authorized to sign RFQ)

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**REQUEST FOR QUALIFICATIONS FOR  
LICENSED PROFESSIONAL COUNSELOR TO PROVIDE YOUTH ADOLESCENT/YOUTH  
COUNSELING SERVICES**

The Winnie Stowell Hospital District (“District”) is requesting qualifications of licensed professional counselor (“LPC”), to provide professional counseling services to any child qualified to attend school within the East Chambers Independent School District in the areas of counseling, therapy, and rehabilitation. This RFQ document describes the services required by the District, the information that must be included in submissions, the format for submissions, and evaluation criteria.

Our objective is to retain a licensed professional counselor with a Masters of Education (“M.ED”) to provide youth counseling to any qualified child on an on an annual basis. The LPC chosen by the District will be required to enter into an agreement with the District for one year with the option to renew annually if all parties agree. (See Exhibit “A”- Agreement for Healthcare Providers-Youth Counseling).

Proposers are reminded that verbal responses are not binding - only questions answered in writing will be binding. The District must receive requests for clarification on bid specifications in writing no later than March 20, 2019 at 5:00 p.m. Please e-mail your questions to Sherrie Norris at [snorris@wshd-tx.com](mailto:snorris@wshd-tx.com).

**GENERAL INFORMATION**

The District is in need of a **LPC** with a Masters of Education (“M.ED”) to provide youth counseling to any child qualified to attend school within the East Chambers Independent School District. We are looking for one person, or firm, that can fulfill the following needs.

**Commented [HO11]:** There is also a LPC-1, which is a LPC in training.

**I. Scope of Services**

The District requires extensive professional skills that provide the following:

- Provide professional counseling services to any child that resides in the District as set forth in the District’s Indigent Healthcare Policy & Procedure Statement.
- Comply with terms of the Agreement for Healthcare Providers-Youth Counseling.
- Perform such services, in strict accordance with currently approved and accepted methods and practices of a LPC.
- Perform services after school and in the evenings as well as respond to emergency calls, if necessary.
- Provide services in a professional, timely and competent manner, and to comply with all applicable procedures, policies, and requirements of District, including, but not limited to

establishing a process to document clients and to verify residency requirements of the children receiving services pursuant to this agreement.

- Provide HIPPA compliant monthly and annual reports of the number of patients that received services provided for in this Agreement; amount of time spent with each patient; program evaluation; and budget status.
- Provide such services as may be requested by District and as needed to discharge the duties and obligations of the District's Agreement for Healthcare Providers-Youth Counseling.

## II. Qualifications.

The Submitter(s) must submit documentation for all certifications, licenses, or degrees and have a minimum of \_\_\_\_\_ years' experience working with adolescent children \_\_\_\_\_

## III. Evaluation Criteria.

In choosing an LPC, the District will consider education, reputation, experience, qualifications, value, availability, and how well the Submitter meets any other needs of the District.

The District reserves the right to accept or reject any and all qualifications, to waive any technicalities, to be the sole judge of quality and equality, and to accept the qualifications of the Submitter(s) that are in the best interest of the District.

The District may elect to interview some of the Submitter(s) and will notify the Submitter(s) of scheduling. There is to be no contact regarding the Request for Qualification or position by a Submitter(s) with members of the District's Board or staff prior to an interview. The qualifications of any Submitter(s) that contacts the Board shall be rejected.

## IV. Format for Submissions.

One (1) original and four (1) copy of submissions must be provided in a sealed envelope and manually signed in ink by a person having the authority to submit information and qualifications.

Initial submissions must be received by the Winnie Stowell Hospital District, 538 Broadway, Winnie, Texas 77665, by March 20, 2019 no later than 5:00 PM. Central Standard Time when there will be no public opening or review of submissions.

Submitter(s) should feel free to make suggestions for changes in any area contained in these specifications. The District will evaluate such recommendations as possible amendments to the final contract and suggestions in this area are encouraged.

Submissions shall be divided into tabbed, marked sections including but not limited to each of the following. Provide any supplemental information you consider relevant or beneficial in any category.

**Commented [HO12]:** Do we want a minimum number of years of experience? To become an LPC, as opposed to a LPC-1, a service provider must complete 3000 clock-hours with at least 1,500 being direct client contact of internship under the supervision of a board-approved supervisor is required. The 3000 clock-hours may not be completed in a time period of less than 18 months.

- A. **Experience.**  
In Section I, provide a letter of introduction of yourself and include a brief description of your experience, degrees and certifications, your business processes, and any other information that you wish to be considered.
- B. **Scope of Services.**  
Include a detailed explanation of services offered and your billing procedure. We are not asking for your fees at this time. Describe your: 1) approach to providing the required services, 2) your overall consulting approach; 3) plan for implementation; and 4) ability to work with the clients after school and in the evenings. Also describe any additional services you wish to offer.
- C. **References.**  
Submissions shall include a list of at least three (3) references for which similar services or projects have been performed. Include name of firm, contact person, address, telephone number. Be sure to provide only the most current contact information. In addition, list all governmental entities for which you have worked.
- D. **Supporting Materials.**  
Submissions may include any descriptive literature or other supporting materials to enable an intelligent comparison of services.

**AGREEMENT FOR HEALTHCARE PROVIDERS-  
YOUTH COUNSELING**

This Independent Contractor Agreement (“Agreement”) is made effective the \_\_\_ day of \_\_\_\_\_ 2019, between Winnie Stowell Hospital District, a political entity of the State of Texas (hereinafter referred to as “District”) and \_\_\_\_\_ MEd, LPC (hereinafter referred to as “Provider”).

In consideration of the mutual promises herein contained, the parties agree as follows:

1. **Services.** Provider agrees to:
  - Provide professional counseling services to any child that resides in the District as set forth in the District’s Indigent Healthcare Policy & Procedure Statement and who is qualified to attend school within the East Chambers Independent School District.
  - Perform such services, in strict accordance with currently approved and accepted methods and practices of a LPC.
  - Perform services after school and in the evenings as well as respond to emergency calls, if necessary.
  - Provide services in a professional, timely and competent manner, and to comply with all applicable procedures, policies, and requirements of District, including, but not limited to establishing a process to document clients and to verify residency requirements of the children receiving services pursuant to this agreement.
  - Provide HIPPA compliant monthly and annual reports of the number of patients that received services provided for in this Agreement; amount of time spent with each patient; program evaluation; and budget status.
  - Provide such services as may be requested by District and as needed to discharge the duties and obligations of this Agreement.
2. **Contract Rate.** Provider shall be compensated for services performed under this Agreement in the amount of \$\_\_\_\_\_ per hour. Provider shall be paid only for work actually performed by Provider under the terms of this Agreement, and Provider shall not be entitled to any additional compensation or other benefits of any kind.
3. **Billing.** Provider shall invoice District each month, which invoice shall be due and payable 30 days from receipt. Invoices should be sent to the following District individual by way of first-class mail or electronic mail (i.e., e-mail):

Sherrie Norris, District Administrator  
Winnie Stowell Hospital District

AGREEMENT FOR HEALTH CARE PROVIDERS-  
YOUTH COUNSELING

P.O. Box 1975  
Winnie, Texas 77665  
or  
E-mail: [Sherrie@wshd-tx.com](mailto:Sherrie@wshd-tx.com)

4. **Term.** This Agreement shall be effective for a term of one (1) year beginning on \_\_\_\_\_, unless terminated earlier in accordance with this Agreement. Thereafter, the contract may be extended on an annual basis if approved by the District's Board as part of its proposed budget adopted at the December regular meeting.
5. **Termination.** Either party may terminate this Agreement by providing thirty (30) days prior, written notice to the other party at any time. Additionally, either party may terminate this Agreement immediately as a result of a breach of any of the provisions or terms of this Agreement by the other party if the breaching party fails, after ten (10) days written notice, to cure such breach to the reasonable satisfaction of the non-breaching party. District may terminate this Agreement immediately if any of the representations of Provider in paragraphs 3, 4 or 8 of this Agreement become untrue.
6. **Independent Contractor.** Provider agrees to provide the professional services described herein as an independent contractor. It is mutually understood and agreed that Provider is at all times acting and performing these duties and functions in the capacity of an independent contractor; that District shall neither have nor exercise any control or direction over the methods by which Provider performs his or her services, nor shall District and Provider be deemed partners. District shall have the right to determine what services shall be provided, but not the manner in which services shall be provided. It is expressly agreed by the parties hereto that no work, act, commission or omission by Provider pursuant to the terms and conditions of this Agreement shall be construed to make or render Provider the agent, employee or servant of District. Provider shall be responsible for the payment of all federal, state, and local taxes incurred as a result of this Agreement, and further agrees to indemnify and hold District harmless from the same.
7. **Licensure and Professional Liability Insurance.** As a condition of this Agreement, the Provider shall maintain all applicable licenses and certification requirements and shall at all times during the term of this Agreement, meet all requirements of the State of Texas or other regulatory entity for such licensing, certification or credentialing. Provider shall maintain in force throughout the term of this Agreement such policies of professional liability insurance as shall be required to qualify Provider for coverage under the State of Texas Medical Malpractice statutes, and to insure Provider against any claim or claims for damage arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance or any service provided hereunder in such amount as shall be required from time to time under the statute. Provider shall demonstrate two (2) proofs of such insurance coverage by providing District with the applicable certificate or policy.

8. **Representations of Provider**. Provider represents and warrants that, except as previously disclosed in writing to District, the following are true with respect to each Provider (if applicable):
  - A. Provider's license or certification in any state has never been suspended, revoked, restricted, or deemed to be probationary;
  - B. Provider has never been reprimanded, sanctioned, or disciplined by any licensing or accrediting board;
  - C. There has never been entered against Provider a final judgment in a professional liability action and no action, based on an allegation of professional liability or malpractice by the Provider has ever been settled by payment to the plaintiff;
  - D. Provider has never been denied membership or reappointment of membership on the medical staff of any hospital, and no clinical privileges of the Provider have ever been suspended, curtailed, or revoked; and
  - E. As of the date hereof, Provider has not been the subject of any report or disclosure submitted to the National Practitioner Data Bank.
9. **Compliance with Laws**. Provider agrees to comply with all federal and state laws or regulations applicable to the services to be provided under this Agreement. The parties further agree that they will protect and secure the privacy and confidentiality of patient information and will comply with the requirements contained in the attached Business Associate Agreement. (*See Exhibit "A"*).
10. **Debarment**. Provider represents and warrants that Provider has never been sanctioned by the State of Texas or barred from any federal or state procurement programs or convicted of a criminal offense with respect to health care reimbursement. Provider shall notify District immediately if the foregoing representation becomes untrue, or if Provider is notified by the State of Texas or other enforcement agencies that an investigation has begun which could lead to such sanction, debarment, or conviction.
11. **Confidentiality**. The parties hereby acknowledge and agree that the terms of this Agreement shall be kept confidential and that neither party shall disclose matters related to this Agreement without the expressed written consent of the other party, unless required to disclose such information by statute, regulation or court order. In addition, during the term of this Agreement, each of the parties hereto may receive intentionally or unintentionally certain proprietary and confidential information (which may include confidential medical information and records) not otherwise a part of public domain through no fault of a party hereto ("Proprietary Information"), the disclosure of which would be extremely detrimental to the business affairs of the other. Therefore, each of the parties hereto (for itself and its



AGREEMENT FOR HEALTH CARE PROVIDERS-  
YOUTH COUNSELING

employees, agents and representatives) agrees to keep the Proprietary Information of the other in the strictest confidence and each agrees not to duplicate any Proprietary Information of the other and not to directly or indirectly divulge, disclose, reveal, report or transfer such Proprietary Information without the prior written consent of the other. This provision shall survive the termination of this Agreement.

12. **Indemnity.** PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS DISTRICT, ITS EMPLOYEES, OFFICERS, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY LOSSES, COSTS, DAMAGES, AND EXPENSES RESULTING FROM ANY AND ALL CLAIMS ARISING OUT OF THE PROVIDER'S SERVICES UNDER THIS AGREEMENT. \_\_\_\_ (Initial)

13. **Notice.** Any notice required to be provided to any party to this Agreement shall be considered effective as of the date an electronical mail (i.e., e-mail) was sent; or the date deposit with the United States Postal Service by certified or registered mail, postage prepaid, return receipt and addressed to the party at the following address:

If to Provider:

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

E-mail: \_\_\_\_\_@\_\_\_\_\_.com

If to District:

Winnie-Stowell Hospital District  
c/o Sherrie Norris  
P.O. Box 1975  
Winnie, Texas 77665  
E-mail: sherrie@wshd-tx.com

14. **Governing Law and Venue.** The validity, construction and effect of this Agreement, and all extensions and modifications thereof, shall be construed in accordance with the laws of the State of Texas without regard to its choice of law rules, and Chambers County, Texas shall be the exclusive venue for any suit, litigation or alternate dispute resolution brought pursuant to this Agreement.

15. **Dispute Resolution and Waiver of Jury Trial.** Prior to the commencement of a lawsuit by either party to this agreement, the Parties agree to mediate any dispute that may arise resulting from this Agreement or services provided. In the event that the Parties to this Agreement are not able to resolve their differences at mediation, the Parties agree to waive their right to a jury trial and have the dispute decided on by a District Court judge in Chambers, County, Texas.
16. **Medical Records.**
  - A. Provider agrees to complete all required charting in the medical record in a prompt and timely manner and in accordance with any applicable policies and procedure of required by the requisite licensing agency and the District. A copy of the District's Document Retention Policy is set forth in **Exhibit "B"**.
  - B. The ownership and right of control of all reports, records and supporting documents prepared in connection with the services contemplated herein shall vest exclusively with District and shall remain, at all times, at the District's office; provided, however, that Provider shall have such right of access to such reports, records and supporting documentation as necessary for the provision of professional services hereunder.
17. **No Assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without the prior written consent of the non-assigning party.
18. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the matters contained herein, and supersedes any and all other discussions, statements and understandings regarding such matters. This Agreement shall be amended only upon the execution of a written agreement by both parties hereto. Any attempt to amend or modify this Agreement in any manner other than by written instrument executed by the parties shall be void.
19. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

20. **Miscellaneous.**

- A. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- B. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other arrangement, statement or promise not contained in this Agreement shall be valid or binding.
- C. In addition to those remedies provided for herein, both parties shall have available all remedies provided by law.

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to execute this Agreement.

WINNIE STOWELL HOSPITAL		_____MED, LPC
_____ Signed		_____ Signed
_____ Printed		_____ Printed

Exhibit "A"  
Business Associate Agreement

## HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement is made the \_\_\_\_ day of \_\_\_\_\_, 2019, ("Effective Date"), by and between \_\_\_\_\_ MEd, LPC; ("Covered Entity") and Winnie Stowell Hospital District, a political subdivision of the State of Texas ("Business Associate" or "District").

### ARTICLE 1 Applicability

- 1.1 Business Associate has entered into a Service Agreement dated January 24<sup>th</sup>, 2018 to allow the Covered Entity to provide counseling services to any child that that resides in the District and is qualified to attend school within the East Chambers Independent School District. During the course of the performance of such services, Business Associate may have access to certain individually identifiable health information maintained by Covered Entity. This Agreement applies to all present and future contracts and relationships between Covered Entity and Business Associate, written or unwritten, formal or informal, in which Covered Entity provides any Protected Health Information to Business Associate in any form whatsoever. As of the Effective Date, this Agreement automatically amends all existing agreements between Business Associate and Covered Entity involving the use or disclosure of Protected Health Information, including the Main Agreement. This Agreement shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the use or disclosure of Protected Health Information, in which a business associate relationship exists, whether or not specifically referenced therein. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any other agreement between Business Associate and Covered Entity, the provisions of this Agreement shall control unless Covered Entity specifically agrees to the contrary in writing.
- 1.2 Business Associate acknowledges that the provisions of the Federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") of 2009 imposes certain privacy and security obligations on Business Associate under the HITECH Act and under existing privacy and security standards at 45 Code of Federal Regulations Parts 160 and 164, as amended.

### ARTICLE 2 Terms Used in this Agreement

- 2.1 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended by Federal Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") of 2009, and codified at 45 Code of Federal Regulations Parts 160 and 164.
- 2.2 "Privacy Rule" shall mean those rules and standards in 45 CFR Part 164, Subpart E.

- 2.3 “Security Rule” shall mean those rules and standards in 45 CFR Part 164, Subpart C.
- 2.4 “Breach Notification Rule” shall mean those rules and standards in 45 CFR Part 164, Subpart D.
- 2.5 “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103, and in this Agreement shall mean Winnie Stowell Hospital District, a political entity of the State of Texas, and its directors, officers, employees, contractors and agents.
- 2.6 “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.130, and in this Agreement shall mean Winnie Community Hospital, and its directors, officers, employees, volunteers, and contractors.
- 2.7 Catch-All Definition. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- 2.8 Capitalized terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the HIPAA Rules.

ARTICLE 3  
Obligations of Business Associate

- 3.1 Obligations. Business Associate agrees to:
- 3.1.1 Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- 3.1.2 Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- 3.1.3 Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- 3.1.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

- 3.1.5 Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- 3.1.6 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- 3.1.7 Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- 3.1.8 To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and
- 3.1.9 Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3.2 Permitted Uses and Disclosures by Business Associate.

- 3.2.1 Business Associate may only use or disclose protected health information as necessary to perform the services set forth in Agreement.
- 3.2.2 Business Associate may use or disclose protected health information as required by law.
- 3.2.3 Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.
- 3.2.4 Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.
- 3.2.5 Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.2.6 Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to

whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- 3.2.7 Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

ARTICLE 4  
Privacy Practices and Restrictions

- 4.1 Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- 4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- 4.3 Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Article 5  
Permissible Requests by Covered Entity

- 5.1 Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

Article 6  
Term and Termination

- 6.1 Term. The Term of this Agreement shall begin upon the Effective Date and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy Protected Health Information, protections are extended to such information.
- 6.2 Destruction of PHI. At the termination of the Agreement for whatever reason, Business Associate agrees to return or destroy all Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity and will not retain



any copies. If return or destruction is not feasible, Business Associate agrees to an extension of the protections of this Agreement for as long as necessary to protect Covered Entity's Protected Health Information and to limit further uses and disclosures to those purposes that make the return or destruction of Covered Entity's Protected Health Information unfeasible.

- 6.3 Consequences of Breach by Business Associate. On Covered Entity's learning of a material breach of this Agreement by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within fourteen (14) days of being notified by Covered Entity, or if cure or ending the violation is not possible, Covered Entity may terminate this Agreement and those portions of the Main Agreement that involve the disclosure to Business Associate of Covered Entity's Protected Health Information, or, if non-severable, the Main Agreement.

ARTICLE 7  
Miscellaneous

- 7.1 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA and its applicable implementing regulation.
- 7.2 Notices. All notices pursuant to this Agreement must be given in writing and shall be effective when received if hand-delivered or sent by facsimile or upon dispatch if sent by a reputable overnight delivery service or by U.S. Mail, certified, return receipt requested and addressed as follows:

To Covered Entity:

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

E-mail: \_\_\_\_\_@.com

To Business Associate:

Winnie-Stowell Hospital District  
c/o Sherrie Norris  
P.O. Box 1975  
Winnie, Texas 77665  
E-mail: [sherrie@wshd-tx.com](mailto:sherrie@wshd-tx.com)

- 7.3 Change in Law. On the enactment of any federal law or regulation, or law or regulation of any state to whose jurisdiction Covered Entity is subject, affecting the use or disclosure of Covered Entity's Protected Health Information, or on the publication of any decision of a court of the United States or of any state to whose jurisdiction Covered Entity is subject relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to Business Associate, amend this Agreement in such manner as Covered Entity determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within thirty (30) days of receipt of Covered Entity's notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement and those portions of the Agreement that involve the disclosure to Business Associate of Covered Entity's Protected Health Information, or, if non-severable, the Agreement by written notice to the other.
- 7.4 Jurisdiction and Venue. This Agreement is governed by the laws of the State of Texas and the federal government. Venue shall be in Chambers County, Texas.
- 7.5 Severability. In the event that any provision of this Agreement violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

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

COVERED ENTITY:

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

Printed: \_\_\_\_\_

BUSINESS ASSOCIATE:

By: \_\_\_\_\_  
WINNIE-STOWELL HOSPITAL DISTRICT  
Printed: Edward Murrell  
Title: President

Exhibit "B"  
WSHD Document Retention Policy

