

Exhibit “A-1”

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

As of Feb. 28, 2019

Accrual Basis

	Jan - Feb 19	Budget	\$ Over Budget	% of Budget
Income				
400 Sales Tax Revenue	99,044.46	500,000.00	-400,955.54	19.8%
405 Investment Income	3,541.00	10,000.00	-6,459.00	35.4%
409 Tobacco Settlement	0.00	11,500.00	-11,500.00	0.0%
415 Nursing Home - QIPP Program	4,019,952.00	23,350,738.00	-19,330,786.00	17.2%
Total Income	4,122,537.46	23,872,238.00	-19,749,700.54	17.3%
Expense				
500 Admin-Administrative Salary	10,538.48	52,000.00	-41,461.52	20.3%
504 Admin-Administrators PR Tax	289.23	4,500.00	-4,210.77	6.4%
505 Admin-Board Bonds	50.00	250.00	-200.00	20.0%
515 Admin-Bank Service Charges	50.00	360.00	-310.00	13.9%
521 Professional Fees - Acctng	5,062.50	15,000.00	-9,937.50	33.8%
522 Professional Fees-Auditing	0.00	25,000.00	-25,000.00	0.0%
523 Professional Fees - Legal	2,000.00	65,000.00	-63,000.00	3.1%
550 Admin-D&O / Liability Ins.	442.00	15,000.00	-14,558.00	2.9%
560 Admin-Cont Ed, Travel	0.00	9,100.00	-9,100.00	0.0%
561 Admin-Cont Ed-Medical Pers.	300.34	8,500.00	-8,199.66	3.5%
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	949.37	6,800.00	-5,850.63	14.0%
572 Admin-Web Site	835.00	1,500.00	-665.00	55.7%
573 Admin-Copier Lease/Contract	347.12	1,800.00	-1,452.88	19.3%
575 Admin-Cell Phone Reimburse	300.00	1,800.00	-1,500.00	16.7%
576 Admin-Telephone/Internet	404.12	2,000.00	-1,595.88	20.2%
590 Admin-Election Cost	0.00	1,600.00	-1,600.00	0.0%
591 Admin-Notices & Fees	108.13	500.00	-391.87	21.6%
600 East Chambers ISD Partnersh	30,000.00	180,000.00	-150,000.00	16.7%
602 IC-WCH 1115 Waiver Prog	0.00	1,000,000.00	-1,000,000.00	0.0%
603a IC-Pharmaceutical Costs	14,153.52	85,000.00	-70,846.48	16.7%
604 IC-Non Hosp Cost-Other	0.00	10,000.00	-10,000.00	0.0%
604 IC-Non Hosp Costs UTMB	14,315.30	180,000.00	-165,684.70	8.0%
605 IC-Office Supplies/Postage	0.00	1,200.00	-1,200.00	0.0%
611 IC-Indigent Care Dir Salary	3,927.00	27,000.00	-23,073.00	14.5%
612 IC-Payroll Taxes -Ind Care	124.66	2,400.00	-2,275.34	5.2%
615 IC-Software	2,118.00	12,708.00	-10,590.00	16.7%
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	952,904.92	5,450,264.00	-4,497,359.08	17.5%
631 NH Program-IGT	2,277,063.20	12,450,207.00	-10,173,143.80	18.3%
633 NH Program-Acctg Fees	0.00	43,000.00	-43,000.00	0.0%
634 NH Program-Legal Fees	32,825.00	150,000.00	-117,175.00	21.9%
635 NH Program-LTC Fees	273,600.00	1,641,600.00	-1,368,000.00	16.7%
637 NH Program-Interest Expense	454,792.08	1,515,607.00	-1,060,814.92	30.0%
638 NH Program-Bank Fees & Misc	0.80			
653 Service Fee	0.00	100.00	-100.00	0.0%
Total Expense	4,077,500.77	23,078,446.00	-19,000,945.23	17.7%
Net Income	45,036.69	793,792.00	-748,755.31	5.7%

Winnie-Stowell Hospital District
Balance Sheet
As of February 28, 2019

	Feb 28, 19
ASSETS	
Current Assets	
Checking/Savings	
100 Prosperity Bank -Checking	1,270,398.54
102 Prosperity Bank - CD#0447	106,475.86
104 Post Oak Bank - CD#9053	2,733,749.99
105 TexStar	674,948.36
107 Graham InterBank combined	
107.01a GIB 1008 DAISA	-0.40
107.01b GIB 0228 DACA	4,679,578.00
Total 107 Graham InterBank combined	4,679,577.60
108 Post Oak NHs Combined	880,413.44
Total Checking/Savings	10,345,563.79
Other Current Assets	
110 Sales Tax Receivable	116,206.43
114 Accounts Receivable NH	18,753,634.52
117 NH - QIPP Prog Receivable	5,071,369.23
118 Prepaid Expense	3,775.00
119 Prepaid IGT	6,342,432.90
Total Other Current Assets	30,287,418.08
Total Current Assets	40,632,981.87
Fixed Assets	
120 Equipment	140,654.96
125 Accumulated Depreciation	-113,810.64
Total Fixed Assets	26,844.32
TOTAL ASSETS	40,659,826.19
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
190 NH Payables Combined	921,705.40
201 NHP Accounts Payable	1,916,946.31
201.1 NH Payable - LTC	136,800.00
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	2,241.15
240 Accounts Payable NH	16,151,110.07
Total Other Current Liabilities	31,814,031.08
Total Current Liabilities	31,814,031.08
Total Liabilities	31,814,031.08
Equity	
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	45,036.69
Total Equity	8,845,795.11
TOTAL LIABILITIES & EQUITY	40,659,826.19

WSHD Treasurer's Report and Supporting Documents

Reporting Date: Wednesday, March 20, 2019

Pending Expenses	For	Amount	Funds Summary	Totals
Benckenstein & Oxford	Inv # 48194 (Dec 2018)	\$14,775.25	Prosperity Operating	\$1,282,741.35
Hubert Oxford	1/2 Legal Retainer	\$500.00	Interbank (Prepaid Interest)	\$4,871,342.31
Josh Heinz	1/2 Legal Retainer	\$500.00	Prosperity CD	\$106,475.86
David Sticker	Inv #20942	\$1,562.50	TexStar	\$674,948.36
American Education Services	S Stern-Student Loan	\$150.14	Post Oak Bank LOC (Available)	\$700,000.00
Indigent Healthcare Solutions	IC Inv #67561	\$1,109.00	Net Cash Position (less Interbank)	\$2,764,165.57
Brookshire Brothers	Indigent Care	\$6,546.15	Pending Expenses	(\$57,734.73)
Brookshire Brothers-Winnie	Indigent Care Medicare	\$32.00	Ending Balance	\$2,706,430.84
Last Month				
Wilcox Pharmacy	Indigent Care	\$1,523.07	Prosperity Operating	\$1,156,852.26
UTMB at Galveston	Indigent Care	\$3,635.52	Interbank	\$2,664,057.89
UTMB Faculty Group	Indigent Care	\$1,332.29	Prosperity CD	\$106,008.26
Prosperity Bank	Credit Card (ACH)	\$137.82	TexStar	\$672,341.16
Function 4-Contract	Inv 691116	\$49.00	Post Oak Bank LOC (Available)	\$700,000.00
Anthony Stramecki	Travel Reimbursment	\$1,238.88	Net Cash Position (less Interbank)	\$2,636,568.46
Yani Jimenez	Travel Reimbursment	\$114.66	Pending Expenses	(\$47,146.61)
Quill	Invs 5620938 & 5728502	\$404.75	Ending Balance	\$2,589,421.85
Durbin & Co	Inv 8301	\$24,123.70		
Total Pending Expenses		\$57,734.73		

Transactions Since Last Meeting

Date	To	For	Amount
2/28/2019	Salt Creek Capital	Loan 13-Int (Month 8/10)	(\$88,794.05)
3/1/2019	Salt Creek Capital	Loan 14-Int (Month 1/10)	(\$60,794.06)
3/6/2019	Post Oak Bank	LOC Interest	(\$5,444.45)
3/6/2019-3/20/2019	District	Adjustment 1a	\$261,458.17
Total Transactions Since Last Meeting			\$98,453.39

Upcoming Transactions

Anticipated Date	For	Upcoming Transactions	Income	Expenses
3/22/2019-3/31/2019	MCO	Feb. Component 1 Payment	\$997,010.50	
3/31/2019	Payment to Managers	Adjustment 1a		(\$130,729.09)
3/30/2019	Salt Creek Capital	Loan 13-Principal		(\$6,342,431.99)
3/30/2019	Salt Creek Capital	Loan 13-Interest (Month 10/10)		(\$88,794.05)
3/30/2019	Salt Creek Capital	Loan 14-Interest (Month 4/10)		(\$60,794.06)
4/7/2019	Post Oak Bank	LOC Interest		(\$6,027.78)

Outstanding Short Term Revenue Note

Loan 13-Principle	\$6,342,431.99				
Interest	16.80%				
Fund Received	5/29/2018				
	Date	Balance	Interest	Principal Rcvd.	Payment
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	\$998,298.86	\$88,795.05
10	3/29/2019	\$6,342,431.99	\$88,794.05	\$997,010.50	\$88,794.05
Amount Paid	3/29/2019	\$0.00	\$887,949.50	\$6,264,932.00	\$7,152,881.50
Amount Due: March 29, 2019			\$887,950.50	\$6,342,431.99	\$7,230,382.49
Amount Remaining			\$1.00	\$77,499.99	\$77,500.99

Outstanding Short Term Revenue Note

Loan 14-Principle	\$4,342,432.85				
Interest	16.80%				
Fund Received	11/29/2018				
	Date	Balance	Interest	Principal Rcvd.	Payment
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		\$60,794.06
5	4/30/2019	\$4,342,432.85	\$0.00		\$0.00
6	5/31/2019	\$4,342,432.85	\$0.00		\$0.00
7	6/31/2019	\$4,342,432.85	\$0.00		\$0.00
8	7/31/2019	\$4,342,432.85	\$0.00		\$0.00
Reserve	8/22/2019-8/31/2019	\$4,342,432.85	\$0.00		\$0.00
9	8/31/2019	\$4,342,432.85	\$0.00		\$0.00
10	9/30/2019	\$4,342,432.85	\$0.00		\$0.00
Amount Paid	9/30/2019	\$0.00	\$243,176.24	\$0.00	\$243,176.24
Amount Due: Sept. 30, 2019			\$607,940.60	\$4,342,432.85	\$4,950,373.45
Amount Remaining			\$364,764.36	\$4,342,432.85	\$4,707,197.21

Post Oak Bank Line of Credit

Principle	\$2,700,000.00	Principle Balance Owed	\$2,000,000.00		
Interest	3.25%	LOC Funds Available	\$700,000.00		
Line of Credit Available	10/3/2018				
	Date	Description	Withdrawal / Advance	Principle Payment	Interest
	3/7/2019	Interest Payment			(\$5,444.45)
	4/7/2019	Interest Payment			

District's Investments

	Amount	Percentage	From	To	Interest
*CD at Post Oak Bank C.D. #9503	\$2,700,000.00	1.50%	2/1/2019	2/28/2019	\$33,749.99
CD at Prosperity (Qtr.) C.D. #0447	\$106,475.86	0.75%	2/1/2019	2/28/2019	\$467.60
Texstar C.D. #1110	\$674,948.36	1.90%	2/1/2019	2/28/2019	\$1,240.42

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
February 20, 2019 to March 20, 2019

Date	Ref/Check	Description	Amount	Balance	Memo	Category
2/20/2019		Daily Ledger Bal		1,156,852.26		
2/21/2019		Daily Ledger Bal		1,319,037.34		
2/21/2019	2521	Check	(2,146.25)	1,319,037.34		
2/21/2019		ACH Payment INTUIT PAYROLL S QUICKBO	(2,504.00)	1,321,183.59		
2/21/2019		ACH Deposit WINNIE-STOWELL H G OLM 11	13,152.83	1,323,687.59		
2/21/2019		ACH Deposit WINNIE-STOWELL H G OM 113	9,318.68	1,310,534.76		
2/21/2019		ACH Deposit WINNIE-STOWELL H G TW 113	34,424.78	1,301,216.08		
2/21/2019		ACH Deposit WINNIE-STOWELL H G MH 113	15,652.38	1,266,791.30		
2/21/2019		ACH Deposit WINNIE-STOWELL H G H 1130:	12,110.58	1,251,138.92		
2/21/2019		ACH Deposit WINNIE-STOWELL H G CB 113:	22,006.31	1,239,028.34		
2/21/2019		ACH Deposit WINNIE-STOWELL H H WC 113	19,753.88	1,217,022.03		
2/21/2019		ACH Deposit WINNIE-STOWELL H H QV 113:	22,498.53	1,197,268.15		
2/21/2019		ACH Deposit WINNIE-STOWELL H H C 1130:	17,917.36	1,174,769.62		
2/22/2019		Daily Ledger Bal		1,296,551.46		
2/22/2019	2553	Check	(79.63)	1,296,551.46		
2/22/2019	2544	Check	(1,781.25)	1,296,631.09		
2/22/2019	2541	Check	(20,625.00)	1,298,412.34		
2/25/2019		Daily Ledger Bal		1,296,051.46		
2/25/2019	2543	Check	(500.00)	1,296,051.46		
2/26/2019		Daily Ledger Bal		1,293,721.66		
2/26/2019		ACH Payment PROSPERITY BANK VISA PAY	(828.80)	1,293,721.66		
2/26/2019	2555	Check	(442.00)	1,294,550.46		
2/26/2019	2546	Check	(1,059.00)	1,294,992.46		
2/27/2019		Daily Ledger Bal		1,284,634.73		
2/27/2019	2547	Check	(5,705.94)	1,284,634.73		
2/27/2019	2548	Check	(8.50)	1,290,340.67		
2/27/2019	2545	Check	(150.23)	1,290,349.17		
2/27/2019	2556	Check	(835.00)	1,290,499.40		
2/27/2019	2552	Check	(80.28)	1,291,334.40		
2/27/2019		ACH Payment INTUIT PAYROLL S QUICKBO	(2,306.98)	1,291,414.68		
2/28/2019		Daily Ledger Bal		1,283,246.28		
2/28/2019		Accr Earning Pymt Added to Account	814.79	1,283,246.28		
2/28/2019	2549	Check	(1,703.24)	1,282,431.49		
2/28/2019	2542	Check	(500.00)	1,284,134.73		
3/4/2019		Daily Ledger Bal		1,270,398.54		
3/4/2019	2554	Check	(28.50)	1,270,398.54		
3/4/2019	2551	Check	(3,165.04)	1,270,427.04		
3/4/2019	2550	Check	(9,654.20)	1,273,592.08		
3/6/2019		Daily Ledger Bal		1,249,934.09		
3/6/2019		Wire Transfer Fee WIRE FEE	(20.00)	1,249,934.09		
3/6/2019		Wire Transfer WIRE OUT WINNIE STOWELL	(5,444.45)	1,249,954.09		
3/6/2019	995040	Check	(15,000.00)	1,255,398.54		
3/7/2019		Daily Ledger Bal		1,247,042.67		
3/7/2019		ACH Payment INTUIT PAYROLL S QUICKBO	(2,891.42)	1,247,042.67		
3/8/2019		Daily Ledger Bal		1,285,077.85		
3/8/2019		ACH Deposit CPA STATE FISCAL INV-PAYM'	38,035.18	1,285,077.85		
3/12/2019		Daily Ledger Bal		1,282,874.77		
3/12/2019		ACH Payment IRS USATAXPYMT 270947155	(2,203.08)	1,282,874.77		
3/15/2019		Daily Ledger Bal		1,282,874.77		
3/18/2019		Daily Ledger Bal		1,282,741.35		
3/18/2019		ACH Payment LEASE DIRECT WEB PAY 626	(133.42)	1,282,741.35		

BENCKENSTEIN & OXFORD, L.L.P.
ATTORNEYS AT LAW
BBVA COMPASS BANK BUILDING
3535 CALDER AVENUE, SUITE 300

Hubert Oxford, IV

BEAUMONT, TEXAS 77706

hoxfordiv@benoxford.co
m

TELEPHONE:(409) 833-9182

FAX: (409) 833-8819

March 14, 2019

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

Re: Invoice and Draft Minutes for February 13, 2019 Regular Meeting; Our File No. 87250.

Dear President Murrell,

Attached, please find the draft Minutes for the January 16, 2019 Regular Meeting and the January 31, 2019 Special Meeting. After you have had a chance to review these minutes, please let me know if there are any changes that need to be made.

Also, please allow this letter to serve as a *partial invoice* for \$1,000.00 representing the retainer for work performed in January 2019. We would request that you put this invoice in line for payment at the January 16, 2019 Regular meeting and we will give the District credit for the \$1,000.00 payment when we invoice the District for January 2019.

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

With best wishes, I am

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

Hubert Oxford, IV

BENCKENSTEIN & OXFORD, L.L.P.

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

Hubert Oxford, IV

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

hoxfordiv@benoxford.com

March 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 December 2018 Time Entries less Retainer; Our File No. 87250.

Dear President Murrell,

Attached, please find Benckenstein & Oxford's monthly time entry invoice for December 2018. This invoice is for \$15,775.25 but the amount due is \$14,775.25 after reducing the invoice by \$1,000.00 for the monthly retainer already paid.

In the month of December 2018, among other things, we spent time working with the CPA and Finance Committee to assist in reconciling and accruing QIPP Year 1 and QIPP Year 2 income and expenses; and then amending the budget for 2018 and assisting with the 2019 budget. In addition, we worked extensively with Capital Finance, LLC to reach agreements necessary for Regency to secure accounts receivable loans for Hallettsville and Monument Hill facilities.

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 \$14,775.25 representing the balance owed for December 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

March 19, 2019

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

INVOICE #: 49194 HOIV
Billed through: December 31, 2018
Client/Matter #: WSHD 87250

RE: Winnie-Stowell Hospital District

PROFESSIONAL SERVICES RENDERED

12/03/18	HOIV	Receipt, review and responded to three (3) e-mails with staff and Regarding regarding proof of non-profit status.	0.40 hrs
12/04/18	HOIV	Participated in conference call with Secretary of State's office to required election report; prepared the report; prepared spreadsheet to reconcile the reported numbers to Chamber's County's Precinct by Precinct Report and Cumulative Report; and the drafted extensive e-mail to Chamber's County Clerk to provide report, spreadsheet and to inquire why the Precinct by Precinct Report and Cumulative Report do not reconcile with the Canvass Report.	3.80 hrs
12/04/18	HOIV	Received call from Ron Nichols regarding grant request by WSEMS and prepared e-mail to Board advising of call and documents provided by the WSEMS.	0.40 hrs
12/04/18	HOIV	Received updated District income and expense numbers and updated budget spreadsheet.	1.40 hrs
12/04/18	HOIV	Exchanged eight e-mails with HMG and counsel for other districts regarding the use of sales tax exemption and had a conference call with HMG to discuss their request.	1.20 hrs
12/05/18	HOIV	Reviewed, revised, and assembled spreadsheets to prepare QIPP Forecast for 2018 and 2019 and Budget Amendment for 2018 and Proposed Budgets for 2019; and participated in conference calls with staff, CPA, and LTC in order to obtain assistance with calculation of figures for 2018 and 2019.	6.00 hrs
12/05/18	HOIV	Exchanged five (5) e-mails with Board members regarding WSEMS grant request.	0.40 hrs
12/05/18	HOIV	Read and reviewed e-mail from Texas Health and Human Services regarding survey for District's and Hospitals to explain the nature of indigent care agreements and IGTs for Uncompensated Care; and participated in conference calls with New Light and counsel for the Hospital regarding the same.	0.80 hrs
12/06/18	HOIV	Continued work on QIPP spreadsheets to determine cash flow; accrued income and expense dates for QIPP Year 1 and Year 2 to insert into Budget for 2018 and 2019.	5.40 hrs
12/06/18	HOIV	Received and Reviewed Post Oak Bank's revisions to DACA and DAISA agreements for Hallettsville and Monument Hill; and forwarded to Regency with comments.	1.20 hrs

Client-	WSHD 87250	Invoice # 49194	PAGE	2
12/07/18	HOIV	Met with District CPA to discuss updated QIPP cash flow spreadsheets; QIPP accrued cash flow spreadsheets; and updated Budget Amendments for 2018 changes and Budget recommendations for 2019.	3.70 hrs	
12/07/18	HOIV	Formatting Budget spreadsheets and QIPP cash flow spreadsheets and prepared packages to distribute to Finance Committee members in anticipation of December 10, 2019 meeting.	1.40 hrs	
12/10/18	HOIV	Participated in Budget meetings and made modifications to the proposed 2019 Budget and 2018 Budget Amendments during the extensive Finance Committee meeting.	3.00 hrs	
12/10/18	HOIV	Received e-mail from Texas Health and Human Services regarding Uncompensated Care IGT financing arrangements and survey to evaluate whether local funding structures were appropriate; and exchanged ten (10) e-mails with New Light and Hospital Staff regarding the deadline to file and process to draft responses.	1.80 hrs	
12/11/18	HOIV	Met with David Sticker, District's CPA, to update 2018 Proposed Budget Amendments and 2019 Proposed Budget.	1.30 hrs	
12/11/18	HOIV	Researched files to locate previous indigent care agreements between the Winnie Community Hospital and the previous owners of the Hospital; and distributed agreements to counsel for the Hospital.	1.30 hrs	
12/11/18	HOIV	Receipt and review of grant request by the WSEMS and distributed to Board for consideration during budget discussions during the Public Hearing.	0.30 hrs	
12/11/18	HOIV	Conference call with Administrator regarding payment of unused paid time off; reviewed personnel manual; and drafted e-mail to Board advising of the need to pay the Administrator for her forty (40) hours of unused paid time off.	1.20 hrs	
12/12/18	HOIV	Prepared draft set of minutes for November 19, 2018 Special Meeting.	3.20 hrs	
12/12/18	HOIV	Began drafting extensive set of minutes for the November 14, 2018 Regular Meeting.	4.30 hrs	
12/13/18	HOIV	Received notice of claim for Park Manor Humble; reviewed the claims; and prepared Demand for Indemnity.	1.20 hrs	
12/13/18	HOIV	Finalized minutes for Regular Meeting on November 14, 2018 and November 19, 2018 Special Meeting.	2.40 hrs	
12/14/18	HOIV	Conference call with Counsel for Hospital and lawyer for Hospital that assist with CMS to discuss survey by the State of Texas regarding IGTs for the Uncompensated Care program and Indigent Care Agreement.	1.00 hrs	
12/18/18	HOIV	Conference calls with Hospital and LTC to discuss Hospital Measurable Report; researched comparable reports; and prepared draft report and e-mail to Hospital explaining the basis for the draft report.	2.40 hrs	
12/19/18	HOIV	Prepare for and attend Public Hearing and Regular Monthly Meeting.	3.50 hrs	
12/19/18	HOIV	Exchanged seven (7) e-mails with staff and Caring Healthcare regarding HUD Approval for their facilities.	0.50 hrs	
12/19/18	HOIV	Read and reviewed revised Hospital presentation for the December 2018 Regular Meeting and provided feedback to the Hospital.	0.60 hrs	

12/19/18	HOIV	Conference call with staff regarding Indigent Care policy updates and reviewed documents submitted by staff to consider for future changes to the Indigent Care policy.	0.40 hrs
12/20/18	HOIV	Conference call with LTC Group regarding alternative lenders.	0.40 hrs
12/20/18	HOIV	Receipt of e-mail from counsel for Capital Finance, LLC, proposed the working capital lender to Regency, reviewed changes and comments to the Security Agreement, Collateral Assignment, and Landlord's Waiver of Consent Agreement for Monument Hill and Hallettsville Facilities; and participated in a conference call regarding the same.	2.40 hrs
12/21/18	HOIV	Reviewed notice requirements and prepared notice of Public Meeting to consider changes to Indigent Care Policy and submitted to local newspapers to publish.	0.80 hrs
12/26/18	HOIV	Reviewed second round of changes to the Security Agreement, Collateral Assignment, and Landlord's Waiver of Consent Agreement for Monument Hill and Hallettsville Facilities; and exchanged eight (8) e-mails with Counsel for Capital Finance regarding the changes and the need to have a second conference call.	1.80 hrs
12/26/18	HOIV	Participated in conference call with Capital Finance to Discuss Security Agreement, Collateral Assignment, and Landlord's Waiver of Consent Agreement for Monument Hill and Hallettsville Facilities	0.80 hrs
12/27/18	HOIV	Gathered documents discussed during conference call with Capital Finance regarding the District regarding Monument Hill and Hallettsville loan documents; and drafted extensive e-mail to counsel for Capital Finance explaining the documents produced.	1.80 hrs
		Total fees for this matter	\$15,625.00

DISBURSEMENTS

12/10/18	Jasons deli; 12/10/18 Meeting	150.25
	Total disbursements for this matter	\$150.25

BILLING SUMMARY:

Oxford, IV Hubert	62.50 hrs @	\$250.00 /hr	\$15,625.00
TOTAL FEES			\$15,625.00
TOTAL DISBURSEMENTS			\$150.25
TOTAL CHARGES FOR THIS INVOICE			\$15,775.25
RETAINER			\$1,000.00 CR
TOTAL BALANCE NOW DUE			\$14,775.25

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

03/19/2019

Invoice # 20942

Professional Services

	<u>Amount</u>
03/19/19 2-12-19 Monthly books and make adjustments. 2.50 Hrs.	1,562.50
2-19-19 Review reconciliations and books and begin statements. 4.00 Hrs.	
2-20-19 Review financials and meeting prep. 2.00 Hrs.	
2-20-19 Attend board meeting. 3.00 Hrs.	
2-26-19 Calculate PTO and retroactive pay and discuss. 1.00 Hrs.	
Total 12.50 Hrs @ \$125.00 = \$1,562.50	
For professional services rendered	<u>\$1,562.50</u>
Balance due	<u><u>\$1,562.50</u></u>

Invoices Due Upon Receipt



RECEIVED
MAR 13 2019

1040 **YOUR 2018 TAX INFO IS NOW ONLINE!**

aesSuccess.org/GetTaxInfo

06301802996801



March 4, 2019

MONTHLY BILL

Name: SHERRY STERN
Account Number: 92 5529 5461

Payment Summary	
Last Payment Received	02/26/2019
Current Payment Due	\$150.14
Total Due by 03/25/2019	\$150.14

YOUR LOAN DETAILS

Loan Sequence	Date Disbursed	Loan Program	Original Balance	Current Balance	Outstanding Interest	Interest Rate	Monthly Payment	Current Due
*1002	11/29/2006	SUBCNS	\$13,150.00	\$5,857.46	\$3.61	3.750%	\$90.67	\$90.67
*1001	11/29/2006	UNCNS	\$8,625.28	\$3,841.68	\$2.36	3.750%	\$59.47	\$59.47

Outstanding interest accrued as of 03/04/2019

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

Received After This Date	Late Fee to be Assessed
04/08/2019	\$7.50

ADDITIONAL LOAN DETAILS

See below for the Current Owner and Repayment Term for each loan listed.

Loan Sequence	Date Disbursed	Loan Program	Current Owner	Repayment Term
*1002	11/29/2006	SUBCNS	CIT EDUCATION LOAN T	240
*1001	11/29/2006	UNCNS	CIT EDUCATION LOAN T	240

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

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

Customer Statement

(IF LATE, SEE ABOVE)

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

Account Number:

Due Date:

Total Amount Due:

92 5529 5461

03/25/2019

\$

--	--	--	--	--	--	--	--	--	--	--

\$150.14

20190630192552954611000015014000000000000000002

#BWNDHKB
#B612 1327 2503 04L8#
SHERRY STERN
9302 EAGLES LNDG
MAGNOLIA TX 77354-6865



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

Would you rather receive this statement electronically?

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

Total paid since your last statement	\$300.34
Interest Satisfied	\$63.08
Principal Satisfied	\$237.26

As of today, you've paid on your loans	\$14,563.58
Total Interest Satisfied	\$4,559.27
Total Principal Satisfied	\$10,004.31

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

RECEIVED

Invoice # 67561

Phone # (800) 834-0560

MAR 07 2019

Fax # (936) 756-6741

Date: 3/1/2019

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

Terms: Net receipt of invoice

Professional services for the month of April 2019

1,109.00

Total

\$1,109.00

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 03/19/19

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 02/28/19-02/28/19

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

Vendor #: 65460

GL #	Description	Amount
WSHD	Wshd	6,546.15
Expenditures		6,546.15
Reimb/Adjustments		
Grand Total		6,546.15

31 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2547*65460*9	WSHD	02/26/2019	31.69	31.69
036-2547*65460*9	WSHD	02/26/2019	110.67	110.67
036-2815*65460*19	WSHD	02/20/2019	1,709.35	1,449.15
036-2815*65460*19	WSHD	02/05/2019	513.57	432.73
036-2815*65460*19	WSHD	02/27/2019	36.32	36.32
036-2821*65460*22	WSHD	02/27/2019	58.86	58.86
036-2821*65460*22	WSHD	02/27/2019	264.82	264.82
036-2821*65460*22	WSHD	02/28/2019	10.25	10.25
036-3067*65460*17	WSHD	02/13/2019	27.84	27.84
036-3217*65460*31	WSHD	02/11/2019	11.70	11.70
036-3217*65460*31	WSHD	02/11/2019	42.70	42.70
036-3363*65460*13	WSHD	02/02/2019	33.29	33.29
036-3363*65460*13	WSHD	02/02/2019	27.50	26.38
036-3432*65460*37	WSHD	02/05/2019	5.49	5.49
036-3432*65460*37	WSHD	02/05/2019	7.60	7.60
036-3432*65460*37	WSHD	02/05/2019	36.32	36.32
036-3432*65460*37	WSHD	02/05/2019	30.00	30.00
1019*65460*30	WSHD	02/04/2019	56.96	56.96
1019*65460*30	WSHD	02/04/2019	6.74	6.74
1019*65460*30	WSHD	02/04/2019	36.32	36.32
1019*65460*30	WSHD	02/04/2019	28.67	28.67
1019*65460*30	WSHD	02/04/2019	5.49	5.49
1024*65460*29	WSHD	02/28/2019	7.67	7.67
1024*65460*29	WSHD	02/22/2019	6.25	6.25
1024*65460*29	WSHD	02/21/2019	26.31	26.31
1024*65460*29	WSHD	02/21/2019	14.90	14.90
1024*65460*29	WSHD	02/21/2019	41.39	41.39
1025*65460*11	WSHD	02/04/2019	25.00	25.00
1038*65460*27	WSHD	02/01/2019	231.00	231.00
1038*65460*27	WSHD	02/01/2019	145.07	145.07
1038*65460*27	WSHD	02/14/2019	45.15	45.15
1046*65460*23	WSHD	02/01/2019	152.50	152.50
1046*65460*23	WSHD	02/01/2019	24.00	24.00
1049*65460*23	WSHD	02/18/2019	26.31	26.31

GL Totals

Issued 03/19/19

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 02/28/19-02/28/19

Brookshire Bros. Phar. (Winnie)

Vendor #: 65460

P.O. Box 1359

Winnie, TX 77665

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1049*65460*23	WSHD	02/18/2019	25.67	15.67
1049*65460*23	WSHD	02/05/2019	6.36	6.36
1049*65460*23	WSHD	02/05/2019	40.94	40.94
1055*65460*8	WSHD	02/11/2019	12.95	12.95
1055*65460*8	WSHD	02/22/2019	45.66	34.80
1066*65460*5	WSHD	02/22/2019	28.93	28.93
1081*65460*6	WSHD	02/05/2019	490.77	413.35
1081*65460*6	WSHD	02/05/2019	85.92	69.23
1081*65460*6	WSHD	02/19/2019	6.26	5.90
1091*65460*12	WSHD	02/01/2019	541.00	456.05
1091*65460*12	WSHD	02/27/2019	160.89	160.89
1091*65460*12	WSHD	02/11/2019	34.61	34.61
1096*65460*9	WSHD	02/18/2019	6.50	6.50
1096*65460*9	WSHD	02/18/2019	7.96	7.96
1096*65460*9	WSHD	02/27/2019	7.79	7.79
1096*65460*9	WSHD	02/27/2019	15.01	15.01
1096*65460*9	WSHD	02/13/2019	15.00	15.00
1096*65460*9	WSHD	02/13/2019	6.10	6.10
1098*65460*10	WSHD	02/27/2019	27.39	27.39
1098*65460*10	WSHD	02/04/2019	74.96	74.96
1098*65460*10	WSHD	02/01/2019	58.48	45.78
1106*65460*7	WSHD	02/07/2019	29.81	28.33
1106*65460*7	WSHD	02/08/2019	12.67	12.67
1106*65460*7	WSHD	02/14/2019	27.50	26.38
1106*65460*7	WSHD	02/14/2019	20.71	20.71
1106*65460*7	WSHD	02/14/2019	45.50	45.50
1106*65460*7	WSHD	02/20/2019	12.92	12.92
1107*65460*6	WSHD	02/07/2019	5.45	4.42
1107*65460*6	WSHD	02/07/2019	7.79	7.79
1107*65460*6	WSHD	02/04/2019	28.13	28.13
1107*65460*6	WSHD	02/19/2019	10.00	10.00
1108*65460*1	WSHD	02/28/2019	6.47	6.47
1111*65460*5	WSHD	02/21/2019	513.57	432.73
1111*65460*5	WSHD	02/21/2019	80.21	80.21
1111*65460*5	WSHD	02/21/2019	14.90	14.90
1116*65460*4	WSHD	02/25/2019	85.92	69.23
1117*65460*3	WSHD	02/12/2019	82.94	82.94
1117*65460*3	WSHD	02/12/2019	12.00	12.00
1118*65460*3	WSHD	02/04/2019	26.35	26.35
1118*65460*3	WSHD	02/27/2019	32.99	32.99
1120*65460*1	WSHD	02/26/2019	52.40	52.40
1120*65460*1	WSHD	02/26/2019	90.86	59.49
1120*65460*1	WSHD	02/08/2019	26.66	26.66
1122*65460*3	WSHD	02/20/2019	10.00	10.00
1122*65460*3	WSHD	02/20/2019	11.38	11.38
1122*65460*3	WSHD	02/20/2019	7.14	7.14
1123*65460*3	WSHD	02/05/2019	377.77	317.30

GL Totals

Issued 03/19/19

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 02/28/19-02/28/19

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

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1123*65460*3	WSHD	02/05/2019	94.43	43.07
1123*65460*3	WSHD	02/06/2019	27.50	26.38
1124*65460*3	WSHD	02/21/2019	7.67	7.67
1124*65460*3	WSHD	02/21/2019	8.63	8.63
1127*65460*1	WSHD	02/14/2019	11.38	11.38
1127*65460*1	WSHD	02/14/2019	6.66	6.66
1127*65460*1	WSHD	02/27/2019	8.19	7.00
1127*65460*1	WSHD	02/28/2019	9.56	8.71
1127*65460*1	WSHD	02/28/2019	6.26	5.90
31 invoices, 90 line items			7,349.17	6,546.15
Grand Totals			7,349.17	6,546.15
31 total invoices				
90 total line items				

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 02/28/19-02/28/19

Brookshire Brothers Store #1002
 Po Box 1359

Vendor #: 1002

GL #	Description	Amount
WSHD	Wshd	32.00
	Expenditures	32.00
	Reimb/Adjustments	
	Grand Total	32.00

2 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2547*1002*1	WSHD	02/01/2019	15.00	15.00
1011*1002*7	WSHD	02/27/2019	8.50	8.50
1011*1002*7	WSHD	02/18/2019	8.50	8.50
2 invoices, 3 line items	***		32.00	32.00
Grand Totals			32.00	32.00

2 total invoices
 3 total line items

GL Totals

Issued 03/19/19

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 02/28/19-02/28/19

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

Vendor #: 18651

GL #	Description	Amount
WSHD	Wshd	1,523.07
Expenditures		1,523.07
Reimb/Adjustments		
Grand Total		1,523.07

12 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2783*18651*93	WSHD	02/21/2019	25.00	25.00
036-2783*18651*93	WSHD	02/21/2019	50.00	39.84
036-2783*18651*93	WSHD	02/21/2019	50.00	50.00
036-2783*18651*93	WSHD	02/21/2019	38.00	38.00
036-2942*18651*87	WSHD	02/16/2019	11.29	6.87
036-2942*18651*87	WSHD	02/16/2019	389.93	306.35
036-3364*18651*60	WSHD	02/27/2019	24.00	24.00
036-3364*18651*60	WSHD	02/27/2019	54.86	54.86
036-3364*18651*60	WSHD	02/27/2019	24.00	24.00
036-3364*18651*60	WSHD	02/27/2019	23.62	12.76
036-3364*18651*60	WSHD	02/27/2019	42.61	21.19
1008*18651*24	WSHD	02/14/2019	20.09	14.69
1008*18651*24	WSHD	02/14/2019	53.12	26.35
1008*18651*24	WSHD	02/14/2019	40.76	20.32
1008*18651*24	WSHD	02/22/2019	20.09	14.69
1040*18651*25	WSHD	02/26/2019	35.71	16.88
1040*18651*25	WSHD	02/13/2019	27.67	19.81
1075*18651*12	WSHD	02/09/2019	58.90	25.93
1075*18651*12	WSHD	02/09/2019	46.14	22.86
1086*18651*12	WSHD	02/26/2019	79.50	40.01
1086*18651*12	WSHD	02/04/2019	444.24	361.29
1086*18651*12	WSHD	02/04/2019	79.50	69.23
1093*18651*7	WSHD	02/22/2019	25.00	25.00
1095*18651*5	WSHD	02/08/2019	13.78	7.95
1095*18651*5	WSHD	02/08/2019	56.11	45.21
1095*18651*5	WSHD	02/18/2019	48.60	24.11
1104*18651*8	WSHD	02/07/2019	25.00	25.00
1104*18651*8	WSHD	02/13/2019	28.74	28.74
1104*18651*8	WSHD	02/07/2019	10.75	6.64
1104*18651*8	WSHD	02/07/2019	30.00	30.00
1104*18651*8	WSHD	02/04/2019	27.97	26.66
1110*18651*6	WSHD	02/12/2019	9.77	5.54
1110*18651*6	WSHD	02/12/2019	75.61	36.94
1115*18651*2	WSHD	02/18/2019	53.12	26.35

©IHS
Issued 03/19/19

GL Totals
Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 02/28/19-02/28/19

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

Vendor #: 18651

Invoice #	GL #	Date in	Amt Billed	Amt Paid
12 invoices, 34 line items			2,043.48	1,523.07
Grand Totals			2,043.48	1,523.07
12 total invoices				
34 total line items				

GL Totals

Issued 03/18/19

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 02/28/19-02/28/19

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

Vendor #: 63614

GL #	Description	Amount
WSHD	Wshd	3,635.52
	Expenditures	3,635.52
	Reimb/Adjustments	
	Grand Total	3,635.52

12 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2815*63614*6	WSHD	02/07/2019	757.00	181.68
036-2815*63614*6	WSHD	02/04/2019	707.00	169.68
1008*63614*7	WSHD	02/20/2019	1,155.00	277.20
1025*63614*4	WSHD	02/07/2019	323.00	77.52
1055*63614*1	WSHD	02/08/2019	558.00	133.92
1061*63614*6	WSHD	12/12/2018	908.00	217.92
1061*63614*6	WSHD	01/09/2019	908.00	217.92
1075*63614*7	WSHD	02/11/2019	48.01	11.52
1075*63614*7	WSHD	02/11/2019	896.00	215.04
1093*63614*3	WSHD	02/21/2019	323.00	77.52
1093*63614*3	WSHD	02/12/2019	1,828.00	438.72
1093*63614*3	WSHD	02/12/2019	1,828.00	438.72
1096*63614*4	WSHD	02/15/2019	1,828.00	438.72
1098*63614*2	WSHD	02/11/2019	367.00	88.08
1111*63614*3	WSHD	01/31/2019	1,828.00	438.72
1114*63614*3	WSHD	02/18/2019	443.00	106.32
1121*63614*1	WSHD	02/05/2019	443.00	106.32
12 invoices, 17 line items	***		15,148.01	3,635.52
Grand Totals			15,148.01	3,635.52

12 total invoices

17 total line items

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 02/28/19-02/28/19

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

Vendor #: 63615
 NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	1,332.29
Expenditures		1,332.29
Reimb/Adjustments		
Grand Total		1,332.29

13 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2815*63615*7	WSHD	02/07/2019	23.00	6.44
036-2815*63615*7	WSHD	02/07/2019	360.00	86.32
036-2815*63615*7	WSHD	02/04/2019	270.00	75.60
1008*63615*7	WSHD	02/20/2019	210.00	58.80
1008*63615*7	WSHD	02/20/2019	54.00	15.12
1008*63615*7	WSHD	02/20/2019	183.00	39.92
1025*63615*4	WSHD	02/07/2019	360.00	86.32
1055*63615*1	WSHD	02/08/2019	415.00	95.54
1061*63615*6	WSHD	12/12/2018	183.00	51.24
1061*63615*6	WSHD	01/09/2019	183.00	51.24
1075*63615*7	WSHD	02/11/2019	630.00	176.40
1091*63615*7	WSHD	01/24/2019	270.00	56.08
1093*63615*3	WSHD	02/12/2019	165.00	61.91
1093*63615*3	WSHD	02/12/2019	168.00	62.23
1093*63615*3	WSHD	02/21/2019	183.00	39.92
1096*63615*3	WSHD	02/15/2019	168.00	62.54
1098*63615*3	WSHD	02/11/2019	87.00	31.44
1111*63615*3	WSHD	12/31/2018	55.00	20.53
1111*63615*3	WSHD	01/31/2019	183.00	68.33
1114*63615*3	WSHD	02/18/2019	380.00	94.31
1120*63615*1	WSHD	02/23/2019	245.00	92.06
13 invoices, 21 line items	***		4,775.00	1,332.29

Grand Totals

4,775.00 **1,332.29**

13 total invoices
 21 total line items



Corporate Number **0007944804800003606**
 Account Number **000405469990003606**
 Statement Closing Date 02/28/2019
 Days This Period 28
 Payment Amount Due \$20.00
 Payment Due Date AUTO PAY 03/25/2019

Previous Account Balance \$828.80
 (-) Payments and Credits \$828.80
 (+) Purchases and Debits \$137.82
 (+) **FINANCE CHARGES** \$0.00
 (=) New Ending Balance \$137.82
 Credit Limit: \$10,000.00
 Available Credit: \$9,862.18



ACCOUNT SUMMARY

WINNIE STOWELL HOSPITAL
 PO BOX 1997
 WINNIE TX 77665-1997

RECEIVED
 MAR 08 2019

Interest YTD \$0.00
 Cycle Days 28
 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 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	\$828.80	\$137.82	\$828.80	\$0.00	\$137.82
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	\$20.00	\$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	\$ _____
\$137.82	\$20.00	

MAKE CHECK PAYABLE TO:

>004776 6123552 0001 081020 10Z
 WINNIE STOWELL HOSPITAL
 PO BOX 1997
 WINNIE TX 77665-1997

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



00040546999000360600000002000000000137825

81020-78-03

04776 6123552 009667 019333 00010002



Account Number
0004054699990003606

Page 2 of 2



Important Messages

A PAYMENT OF \$137.82 WILL BE TAKEN FROM YOUR SAVINGS/CHECKING ACCOUNT ****4431 ON 03/25/2019
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				
02/25	02/25	1999999980225995401450	ACH PAYMENT - THANK YOU	\$828.80-
Card Number Ending in 1770				
02/02	02/03	VT190342467000010001515	GOOGLE *GSUITE_wshd-tx cc@google.com CA	\$31.62+
02/04	02/05	VT190362467000010002684	SP * FAST SOFTWARE USA LONDON GB	\$89.99+
02/06	02/07	VT190382467000010002051	ADOBE *ACROPRO SUBS 800-833-6687 CA	\$16.21+

2019 Total Year-to-Date

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

81020-78-03

04776 6123552 009668 019335 00020002





CONTRACT INVOICE

Invoice Number: INV691116
 Invoice Date: 03/18/2019

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	04/17/2019	\$49.00	\$49.00	
Invoice Remarks					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
4457-01		\$49.00		01/26/2016	01/25/2021
Contract Remarks					

Summary:

Contract base rate charge for this billing period	\$0.00
Contract overage charge for the 02/26/2019 to 03/25/2019 overage period	\$49.00 **
	\$49.00

**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	104,003	107,359		3,356	0	3,356	\$0.014600	\$49.00
									\$49.00

 Hello, paperless billing!
CONVENIENCE • SECURITY • ECO-FRIENDLY
 Log in to sign up at 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	INV691116
Invoice SubTotal	\$49.00
Tax:	\$0.00
Invoice Total	\$49.00
Balance Due:	\$49.00

Anthony Stramecki
Travel Reimbursement Request

Travel to/from Austin-Chambers County Day

Date	Description	Amount
Feb 12-14, 2019	Mileage To/From Austin (.58 @ 496)	287.68
Feb 12-14, 2019	Hotel Rm 1209-Suites by Hilton (A Stramecki)	506.14
Feb 12-14, 2019	Hotel Rm 810-Suites by Hilton (B Way)	445.06
Total	\$1,238.88	

Anthony Stramecki



78 East Ave
 Austin, TX 78701
 United States of America
 TELEPHONE 512-320-5454 • FAX 512-320-4588
 Reservations
 www.hilton.com or 1 800 HILTONS

STRAMECKI, ANTHONY

 7867 FM 1663 RD

 WINNIE TX 77665
 UNITED STATES OF AMERICA

Room No: 1209/NKJ
 Arrival Date: 2/12/2019 3:25:00 PM
 Departure Date: 2/14/2019 11:36:00 AM
 Adult/Child: 2/0
 Cashier ID: JOIB
 Room Rate: 205.00
 AL:
 HH # 918772346 GOLD
 VAT #
 Folio No/Che 35935 A

Confirmation Number: 88370291

Homewood Suites by Hilton Austin Downtown 2/14/2019 11:35:00 AM

DATE	REF NO	DESCRIPTION	CHARGES
2/12/2019	37317	GUEST ROOM	\$205.00
2/12/2019	37317	CITY TAX	\$18.45
2/12/2019	37317	STATE TAX	\$12.30
2/13/2019	37551	VALET PARKING	\$32.00
2/13/2019	37551	SALES TAX	\$2.64
2/13/2019	38558	GUEST ROOM	\$205.00
2/13/2019	38558	CITY TAX	\$18.45
2/13/2019	38558	STATE TAX	\$12.30
2/14/2019	38648	AX *1006	(\$506.14)
BALANCE			\$0.00

Hilton Honors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 5,000 hotels and resorts in 100 countries, please visit Honors.com

CREDIT CARD DETAIL

APPR CODE	109069	MERCHANT ID	4410109011
CARD NUMBER	AX *1006	EXP DATE	12/22
TRANSACTION ID	38648	TRANS TYPE	Sale



78 East Ave
 Austin, TX 78701
 United States of America
 TELEPHONE 512-320-5454 • FAX 512-320-4588
 Reservations
 www.hilton.com or 1 800 HILTONS

STRAMECKI, ANTHONY

 7867 FM 1663 RD

 WINNIE TX 77665
 UNITED STATES OF AMERICA

Room No: 810/NKJ
 Arrival Date: 2/12/2019 3:22:00 PM
 Departure Date: 2/14/2019 7:04:00 AM
 Adult/Child: 1/0
 Cashier ID: JOTE
 Room Rate: 190.90
 AL:
 HH # 918772346 GOLD
 VAT #
 Folio No/Che 35936 A

Confirmation Number: 88370291

Homewood Suites by Hilton Austin Downtown 2/14/2019 7:03:00 AM

DATE	REF NO	DESCRIPTION	CHARGES
2/12/2019	37314	GUEST ROOM	\$190.90
2/12/2019	37314	CITY TAX	\$17.18
2/12/2019	37314	STATE TAX	\$11.45
2/13/2019	37524	2 COKES	\$6.00
2/13/2019	38603	GUEST ROOM	\$190.90
2/13/2019	38603	CITY TAX	\$17.18
2/13/2019	38603	STATE TAX	\$11.45
2/14/2019	38624	AX *1006	(\$445.06)
BALANCE			\$0.00

Hilton Honors(R) stays are posted within 72 hours of checkout. To check your earnings or book your next stay at more than 5,000 hotels and resorts in 100 countries, please visit Honors.com

CREDIT CARD DETAIL

APPR CODE	165020	MERCHANT ID	4410109011
CARD NUMBER	AX *1006	EXP DATE	12/22
TRANSACTION ID	38624	TRANS TYPE	Sale



Sherrie Norris <sherrie@wshd-tx.com>

Emailing: Receipt room 810 - Way, Receipt room 1209 - Stramecki

1 message

Anthony Stramecki <astramecki@juniper.net>
To: "sherrie@wshd-tx.com" <sherrie@wshd-tx.com>

Mon, Mar 18, 2019 at 10:13 AM

Sherrie,

Here are the two hotel rooms for the trip to Austin. I had 456 miles total. Both hotel rooms were under my name because I booked them. I put the valet on mine.

Thanks,
Anthony

Your message is ready to be sent with the following file or link attachments:

Receipt room 810 - Way
Receipt room 1209 - Stramecki

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

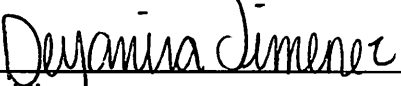
2 attachments

 **Receipt room 810 - Way.pdf**
74K

 **Receipt room 1209 - Stramecki.pdf**
75K

Yani Jimenez
Travel Reimbursement Request

Date	Description	Amount
To/From Austin - IHS Training		
3/4-5/2019	Gas Receipts (26.39, 18.00 & 30.00)	70.39
3/4-5/2019	Meal Receipt	10.05
To/From Port Arthur - Gift of Life Meeting		
03/08/19	Mileage (.58 x 59)	34.22
Total Mileage		<u><u>\$114.66</u></u>


Yani Jimenez

food

BUY ONE GET ONE FREE QUARTER POUNDER
W/CHEESE OR EGG MCMUFFIN
Go to www.mcdvoice.com within 7 days
and tell us about your visit.
Validation Code: _____
Expires 30 days after receipt date.
Valid at participating US McDonald's.
Survey Code:
00424-13860-30419-22160-00100-5

McDonald's Restaurant #424
5355 N INTERREGIONAL HWY
AUSTIN, TX 78723
TEL# 512-452-7473

KS# 13 03/04/2019 10:16 PM
Side1 Order 86

1 Homestyle Meal 6.29
 1 Homestyle Burger
 NO Mustard
 NO Homestyle Mustard
 ADD American Cheese 0.40
 ADD Mayonnaise
 1 M Dr Pepper
1 Hot&Spicy McChicken 1.59
1 L Coke 1.00

Subtotal 9.28
 Tax 0.77
Take-Out Total 10.05

Cashless 10.05
Charge 0.00

MER# 859451
CARD ISSUER ACCOUNT#
Debit SALE *****4719
TRANSACTION AMOUNT 10.05
CHIP READ
AUTHORIZATION CODE - 258917
SEQ# 153754
AID: A0000000042203

NOW HIRING!!
TEXT "APPLY00424" TO 36453

Gas

Welcome to Shell

SHELL
1703 FRY RD
KATY, TX
77449
57543438501
03/03/2019 427349566
07:41:30 PM

*** REPRINT *** REPRINT *** REPR
PUMP# 8
REGULAR 8.338G
PRICE/GAL \$2.159

FUEL TOTAL \$ 18.00
*** REPRINT *** REPRINT *** REPR

DEBIT \$ 18.00

XXXXXXXXXXXX4719
Debit
Swiped
APPROVED
AUTH # 301402
INV # 151597
Verified by PIN

Gas

7-ELEVEN
124 BROADWAY
WINNIE TX 77665
4092962196
STORE#: 36510
THANKS FOR SHOPPING
WITH US

1 Gasoline 25.00
1 7-S Gunmi Worms4.25z 1.29B

SUBTOTAL 26.29
SALES TAX ON 1.29 0.10
TOTAL DUE 26.39
DEBIT 26.39

ACCT#: *****4889
ACCT TYPE: DDA
APPROVAL#: 026909 AUTH CODE: 0
APPROVAL TIME: 133719
PULSE
STORE#: 36510
TERM# :C0073651001 08
TERM SEC#: 975889
REF# : 97000 58 006 7
AID: A0000000042203
ENTRY: INSERT
Debit
TC 576FC2319D813D2A
PIN VERIFIED
APPROVED

CUSTOMER AGREES TO PAY THE ABOVE
TOTAL AMOUNT ACCORDING TO THE CARD
HOLDERS AGREEMENT

TEXT, REWARDS
TO 711711
12 TRN7795 03/02/2019 01:37 PM

Gas

290 Xpress, 0
12305 Eintrage Dr
Manor, TX 78653

03/05/2019 1:04:32 PM
Register: 2 Trans #: 900 Op ID: 10
Your cashier: Shaun

*** PREPAID RECEIPT ***

UNLEAD REG CA PUMP# 4 \$30.00 99

Subtotal = \$30.00
Tax = \$0.00

Total = \$30.00

Change Due = \$-70.00

Cash \$100.00

Thank you for shopping !!!!



18796:

Order Date : 03/06/2019

Ship Date : 03/06/2019

InvoiceDate : 03/06/2019

TIN : 04-2896127

RECEIVED

MAR 14 2019

P.O. Box 37600 Philadelphia, PA 19101-0600
Customer Service: 1-800-789-1331

0007424 01 AB 0.409 **AUTO T2 3 1648 77665-19977 -C01-P07427-I
Sold To:

Winniestowell Hospital Distri



PO Box 1997
Winnie TX 77665-1997

Ship To:

Winnie Stowell Hospital Distri
Sherrie Norris
538 Broadway
Winnie TX 77665



1648-01-00-0007424-0001-0010621

Customer PO : norrissherrie Order# : 122686812 Invoice# : 5620938 Account# : C7769473

Item Number	Description	Color	Qty shipped	Price/UM	Extended
901-31462B	E-T folder,11 pt,2 fastner,250		1	\$129.99/carton	\$129.99
901-236294	Brother tn336Bk blk toner hy		1	\$68.99/each	\$68.99
901-236268	Brother tn331C cyan toner cart		1	\$65.99/each	\$65.99
901-ZEB12225	Pen retract bp 24/pk be		1	\$14.49/pack	\$14.49
901-7-28151	Tank style highlighters	Yellw	1	\$7.49/dozen	\$7.49
901-7-5746Q	Quickstrip bus env 500/bx	White	1	\$38.99/box	\$38.99
901-61212P	Transparent greener tape 3/4In		1	\$25.99/pack	\$25.99
901-680RYGB2	Post it flags 1 port pack	Asstd	2	\$10.99/pack	\$21.98
999-18438S	Get \$25 off of your next order		1	\$0.00/each	\$0.00

Thank you for your order!

Remember you can check your order status & tracking, print invoices and more in the Manage My Account section on Quill.com.

Always Expanding Assortment.

Everything it takes for your business. Go to Quill.com/new

To help apply your payment properly, remember to include your **account #** on your check and remit your payment to the address shown below.

All shipping carrier fees are covered by Quill. A handling fee may apply to small orders. See Quill.com/shipping.

Track shipments, pay invoices and view past orders at My Account on Quill.com.

Customer is responsible for collection fees, court costs and reasonable attorney fees to collect unpaid accounts

Mdse Total: \$373.91
Tax: \$30.84
Shipping: Free

Amount Due: \$404.75

Due Date: 04/05/2019

Payment Coupon: Please detach and enclose this portion with your payment. Please do not staple. Thank You.

Account Number: **C7769473**
Winniestowell Hospital Dis



Invoice Number: **5620938**
Invoice Date: 03/06/2019
Amount Due: \$404.75
Payable in U.S. Dollars

Payable to:

Quill Corporation
P.O.Box 37600
Philadelphia, PA 19101-0600

0011000000056209380007769473710000000404758

Place an "X" above _____ if you include any comments, suggestions and/or address changes on the back of this payment slip.



P.O. BOX 37600 Philadelphia, PA 19101-0600

928:7:M
Credit No. : 527361
Date : 03/11/19
Invoice Date : 03/06/19

CREDIT MEMO

0008059 01 AB 0.409 **AUTO T6 2 1651 77665-19977 -C01-P08063-I
Sold To:

Winniestowell Hospital Distri



PO Box 1997
Winnie TX 77665-1997

Ship To:
Winnie Stowell Hospital Distri
Sherrie Norris
538 Broadway
Winnie TX 77665



Reason : Allowance/adjustment Account# : 7769473 Invoice # : 5620938 Credit # : 527361

Stock Number	Description	Qty credited	Unit Price	Extended
31462B	E-T folder,11 pt,2 fastner,250	1	CT \$129.99	\$129.99



RECEIVED

MAR 13 2019

We apologize for the inconvenience.
Your po number for invoice 5620938 is norrissherrie
We have entered your replacement order.

Mdse Total :	129.99
Tax :	10.72
Proc. Chg. :	0.00
Shipping :	
Less Coupons :	

Credit Total : 140.71CR

FOR ASSISTANCE, PLEASE CONTACT A CUSTOMER SERVICE REPRESENTATIVE AT (1-800) 789-1331



P.O. BOX 37600
Philadelphia, PA 19101-0600

SOLD TO	ACCOUNT NO.	CREDIT NO.	CREDIT DATE	CREDIT TOTAL
Winniestowell Hospital Distri	7769473	527361	03/11/19	140.71CR

THIS AREA AND THE REVERSE SIDE OF THIS ADVICE ARE PROVIDED FOR YOUR COMMENTS AND/OR ADDRESS CHANGES.

PLACE AN "X" BELOW TO ENSURE THESE COMMENTS ARE FORWARDED TO THE ATTENTION OF THE APPROPRIATE SERVICE REPRESENTATIVE



0011000000005273610007769473761000000140718

PLEASE DO NOT FOLD, STAPLES OR PAPER CLIP



19856:
 Order Date : 03/11/2019
 Ship Date : 03/11/2019
 InvoiceDate : 03/11/2019
 TIN : 04-2896127

P.O. Box 37600 Philadelphia, PA 19101-0600
 Customer Service: 1-800-789-1331

0008060 01 AB 0.409 **AUTO T6 2 1651 77665-199797 -C01-P08064-I
 Sold To:

Winniestowell Hospital Distri



Ship To:
 Winnie Stowell Hospital Distri
 Sherrie Norris
 538 Broadway
 Winnie TX 77665

PO Box 1997
 Winnie TX 77665-1997



Customer PO : repl Order# : 122853232 Invoice# : 5728502 Account# : C7769473

Item Number	Description	Color	Qty shipped	Price/UM	Extended
901-31462B	E-T folder,11 pt,2 fastner,250		1	\$129.99/carton	\$129.99



Remember you can check your order status & tracking, print invoices and more in the [Manage My Account section on Quill.com](#).

Always Expanding Assortment.
 Everything it takes for your business. *Go to [Quill.com/new](#)*

Mdse Total:	\$129.99
Tax:	\$10.72
Shipping:	Free

To help apply your payment properly, remember to include your **account #** on your check and remit your payment to the address shown below.
 All shipping carrier fees are covered by Quill. A handling fee may apply to small orders. See [Quill.com/shipping](#).
 Track shipments, pay invoices and view past orders at My Account on Quill.com.

Amount Due:	\$140.71
Due Date:	04/10/2019

Customer is responsible for collection fees, court costs and reasonable attorney fees to collect unpaid accounts

Payment Coupon: Please detach and enclose this portion with your payment. Please do not staple. Thank You.

Account Number: **C7769473**
 Winniestowell Hospital Dis



Invoice Number: **5728502**
 Invoice Date: 03/11/2019
 Amount Due: \$140.71
 Payable in U.S. Dollars

Payable to:

Quill Corporation
 P.O.Box 37600
 Philadelphia, PA 19101-0600

0011000000057285020007769473710000000140719

Place an "X" above _____ if you include any comments, suggestions and/or address changes on the back of this payment slip.

→DURBIN&CO.

Certified Public Accountants

2950 50th Street • Lubbock, TX 79413
(806) 791-1591 • www.dhcg.com

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

Date: 3/19/2019
Invoice Number: 8301
Client: 102400.1

2017 Audit Services	\$23,450.00
Expenses Applicable to 2017 Audit	\$673.70
Total Services:	\$23,450.00
Total Expenses:	<u>\$673.70</u>
Invoice Total:	<u>\$24,123.70</u>

We appreciate your business.

Exhibit “A-2”

Basis for Interbank Account Adjustment					
Date	Loan Month	Loan	Proper Procedure per Policy	Payment Procedure Used	Interest Payment
6/29/2018	1	Loan 13	Prepaid Interest	Prepaid Interest	\$88,795.05
7/29/2018	2	Loan 13	Prepaid Interest	Prepaid Interest	\$88,795.05
8/29/2018	3	Loan 13	Prepaid Interest	Prepaid Interest	\$88,795.05
9/29/2018	4	Loan 13	Prepaid Interest	Prepaid Interest	\$88,795.05
10/29/2018	5	Loan 13	Prepaid Interest	Prepaid Interest	\$88,795.05
11/30/2018	6	Loan 13	Payment from Prosperity to Interbank	Transfer from DACA to Salt Creek using Component 1 Funds	\$88,795.05
1/2/2019	7	Loan 13	Payment from Prosperity to Interbank	Transfer from DACA to Salt Creek using Component 1 Funds	\$88,795.05
	1	Loan 14	Prepaid Interest	Transfer from DACA to Salt Creek using Component 1 Funds	\$60,794.06
					\$149,589.11
1/31/2019	8	Loan 13	Payment from Prosperity to Interbank	Transfer from DACA to Salt Creek using Component 1 Funds	\$88,795.05
	2	Loan 14	Prepaid Interest	Transfer from DACA to Salt Creek using Component 1 Funds	\$60,794.06
					\$149,589.11
2/28/2019	9	Loan 13	Payment from Prosperity to Interbank	Transfer from DACA to Salt Creek using Component 1 Funds	\$88,795.05
	3	Loan 14	Prepaid Interest	Transfer from DACA to Salt Creek using Component 1 Funds	\$60,794.06
					\$149,589.11
3/29/2019	10	Loan 13	Payment from Prosperity to Interbank	Not Due	\$88,795.05
	4	Loan 14	Prepaid Interest	Not Due	\$60,794.06
					\$149,589.11
4/30/2019	5	Loan 14	Prepaid Interest	Not Due	\$60,794.06
5/31/2019	6	Loan 14	Payment from Prosperity to Interbank	Not Due	\$60,794.06
6/31/2019	7	Loan 14	Payment from Prosperity to Interbank	Not Due	\$60,794.06
7/31/2019	8	Loan 14	Payment from Prosperity to Interbank	Not Due	\$60,794.06
8/31/2019	9	Loan 14	Payment from Prosperity to Interbank	Not Due	\$60,794.06
9/30/2019	10	Loan 14	Payment from Prosperity to Interbank	Not Due	\$60,794.06
Total Interest Incorrectly Transferred					
Loan 13	Replenish Interbank Account for Payments 6-10 (November 2018-Feb. 2019)				\$355,180.20
Loan 14	Replenish Interbank Account for Payments 1-3 (December 2018-Feb. 2019)				\$182,382.18
					\$537,562.38
Total Interest Adjustment Payment to be Current					
Loan 13	Replenish Interbank Account for Payments 6-10 (November-March 2019)				\$443,975.25
Loan 14	Replenish Interbank Account for Payments 1-5 (December 2018-April 2019)				\$303,970.30
					\$747,945.55

Interbank Account(s) Reconciliation-Transfer 100% of Adjustment A1	
Available Balance DACA	\$5,186,090.83
Available Balance DAISA	\$162,979.33
Total Current Interbank Balances	\$5,349,070.16
Outstanding Feb. 2019 Component 1 Payments	\$646,565.35
Outstanding QIPP 1 A1 Adjustment Payments	\$1,377.37
Balance	\$5,997,012.88
Non-QIPP -UHC NH funds	(\$16,775.00)
Less Adjustment A1 for QIPP Year 1	(\$260,938.34)
Balance	\$5,719,299.54
Loan 13 Payment	(\$6,342,431.99)
Balance Shortfall	(\$623,132.45)
Loan 13 March 2019 Interest Payment	(\$88,794.05)
Loan 14 Interest Payments for March and April 2019	(\$121,528.12)
Minimum bank balance	(\$100.00)
Minimum Amount Due in Interbank DACA	(\$833,554.62)
Loan 14 Interest Payments for May-September 2019	(\$303,820.30)
Maximum amount due to Interbank DACA	(\$1,137,374.92)

Reserve Reconciliation for Loan 13	
Reserve Estimate for Loan 13-February 19, 2019	\$352,893.37
IGT/Loan 13 Amount	\$6,342,431.99
First Six Component 1 Payments Year 2, IGT 1	\$5,902,038.63
Actual Reserve	\$440,393.36
Difference between Actual and Estimated Reserve (Short)	(\$87,499.99)

Basis for \$623,132.45 Shortage	
Shortfall	(\$623,132.45)
Loan 13 Interest Payments 6-9 (Nov. 2018-Feb. 2019)	\$355,180.20
Loan 14 Interest Payments 1-3 (Dec. 2018-Feb. 2019)	\$182,382.18
Balance	(\$85,570.07)
Difference between Actual and Estimated Reserve	\$87,499.99
Balance	\$1,929.92

Interbank Account(s) Reconciliation-Retain 1/2 Adjustment A1	
Available Balance DACA	\$5,186,090.83
Available Balance DAISA	\$162,979.33
Total Current Interbank Balances	\$5,349,070.16
Outstanding Feb. 2019 Component 1 Payments	\$646,565.35
Outstanding QIPP 1 A1 Adjustment Payments	\$1,377.37
Balance	\$5,997,012.88
Non-QIPP -UHC NH funds	(\$16,775.00)
Less <u>Manager's</u> Share Adjustment A1 for QIPP Year 1	(\$130,469.17)
Balance	\$5,849,768.71
Loan 13 Payment	(\$6,342,431.99)
Balance Shortfall	(\$492,663.28)
Loan 13 March 2019 Interest Payment	(\$88,794.05)
Loan 14 Interest Payments for March and April 2019	(\$121,528.12)
Minimum bank balance	(\$100.00)
Minimum Amount Due in Interbank DACA	(\$703,085.45)
Loan 14 Interest Payments for May-September 2019	(\$303,820.30)
Maximum amount due to Interbank DACA	(\$1,006,905.75)

Reserve Reconciliation for Loan 13	
Reserve Estimate for Loan 13-February 19, 2019	\$352,893.37
IGT/Loan 13 Amount	\$6,342,431.99
First Six Component 1 Payments Year 2, IGT 1	\$5,902,038.63
Actual Reserve	\$440,393.36
Difference between Actual and Estimated Reserve (Short)	(\$87,499.99)

Basis for \$492,663.28 Shortage	
Shortfall	(\$492,663.28)
Loan 13 Interest Payments 6-9 (Nov. 2018-Feb. 2019)	\$355,180.20
Loan 14 Interest Payments 1-3 (Dec. 2018-Feb. 2019)	\$182,382.18
Balance	\$44,899.10

Exhibit “B”

Clients:
Children Counseled:
Summary by Facility
Winnie Community Hospital
Pharmacy
Brookshire Brothers Pharmacy Corp
Brookshire Brothers Pharmacy Med
Wilcox Pharmacy
Pharmacy Total
UTMB
UTMB Hospital
UTMB Physician Services
UTMB Total
Youth Counseling
Grand Totals

February			
69			
Billed Amount	Medicaid Rate	% of Services	Actually Paid
\$80,844.60	\$33,146.29	71.72%	\$0.00
\$7,349.17	\$6,546.15	14.16%	\$6,546.15
\$32.00	\$32.00	0.07%	\$32.00
\$2,043.48	\$1,523.07	3.30%	\$1,523.07
\$9,424.65	\$8,101.22	17.53%	\$8,101.22
\$15,148.01	\$3,635.52	7.87%	\$3,635.52
\$4,775.00	\$1,332.29	2.88%	\$1,332.29
\$19,923.01	\$4,967.81	10.75%	\$4,967.81
\$0.00	\$0.00	0.00%	\$0.00
\$110,192.26	\$46,215.32		\$13,069.03

Year to Date			
Billed Amount	Medicaid Rate	% of Services	Actually Paid
\$155,662.20	\$63,821.50	72.82%	\$0.00
\$13,824.89	\$12,252.09	13.98%	\$12,252.09
\$8.50	\$8.50	0.01%	\$40.50
\$4,489.39	\$3,226.31	3.68%	\$3,226.31
\$18,322.78	\$15,486.90	17.67%	\$15,518.90
\$11,960.95	\$6,506.15	7.42%	\$6,506.15
\$1,891.00	\$1,831.05	2.09%	\$1,831.05
\$13,851.95	\$8,337.20	9.51%	\$8,337.20
\$0.00	\$0.00	0.00%	\$0.00
\$187,836.93	\$87,645.60		\$23,856.10

Summary by Service Provided

Prescription Drugs
WCH Clinic
WCH ER
WCH Inpatient
WCH Observation
WCH Outpatient Surgery
WCH Labs
WCH Physical Therapy
WCH Ultrasound
WCH Lab/Xray
WCH CT Scan
WCH Xray
WCH Optical Specialist
Lab/Xray readings
UTMB Outpatient
UTMB Anesthesia
UTMB Physician Services
Youth Counseling
Grant Totals

\$9,424.65	\$8,101.22	17.53%	\$8,101.22
\$17,843.40	\$7,315.80	15.83%	\$0.00
\$36,511.00	\$14,969.51	32.39%	\$0.00
\$0.00	\$0.00	0.00%	\$0.00
\$0.00	\$0.00	0.00%	\$0.00
\$0.00	\$0.00	0.00%	\$0.00
\$7,795.00	\$3,195.95	6.92%	\$0.00
\$0.00	\$0.00	0.00%	\$0.00
\$0.00	\$0.00	0.00%	\$0.00
\$9,189.00	\$3,767.49	8.15%	\$0.00
\$0.00	\$0.00	0.00%	\$0.00
\$2,408.20	\$987.36	2.14%	\$0.00
\$2,406.00	\$986.46	2.13%	\$0.00
\$4,692.00	\$1,923.72	4.16%	\$0.00
\$15,148.01	\$3,635.52	7.87%	\$3,635.52
\$0.00	\$0.00	0.00%	\$0.00
\$4,775.00	\$1,332.29	2.88%	\$1,332.29
\$0.00	\$0.00	0.00%	\$0.00
\$110,192.26	\$46,215.32		\$13,069.03

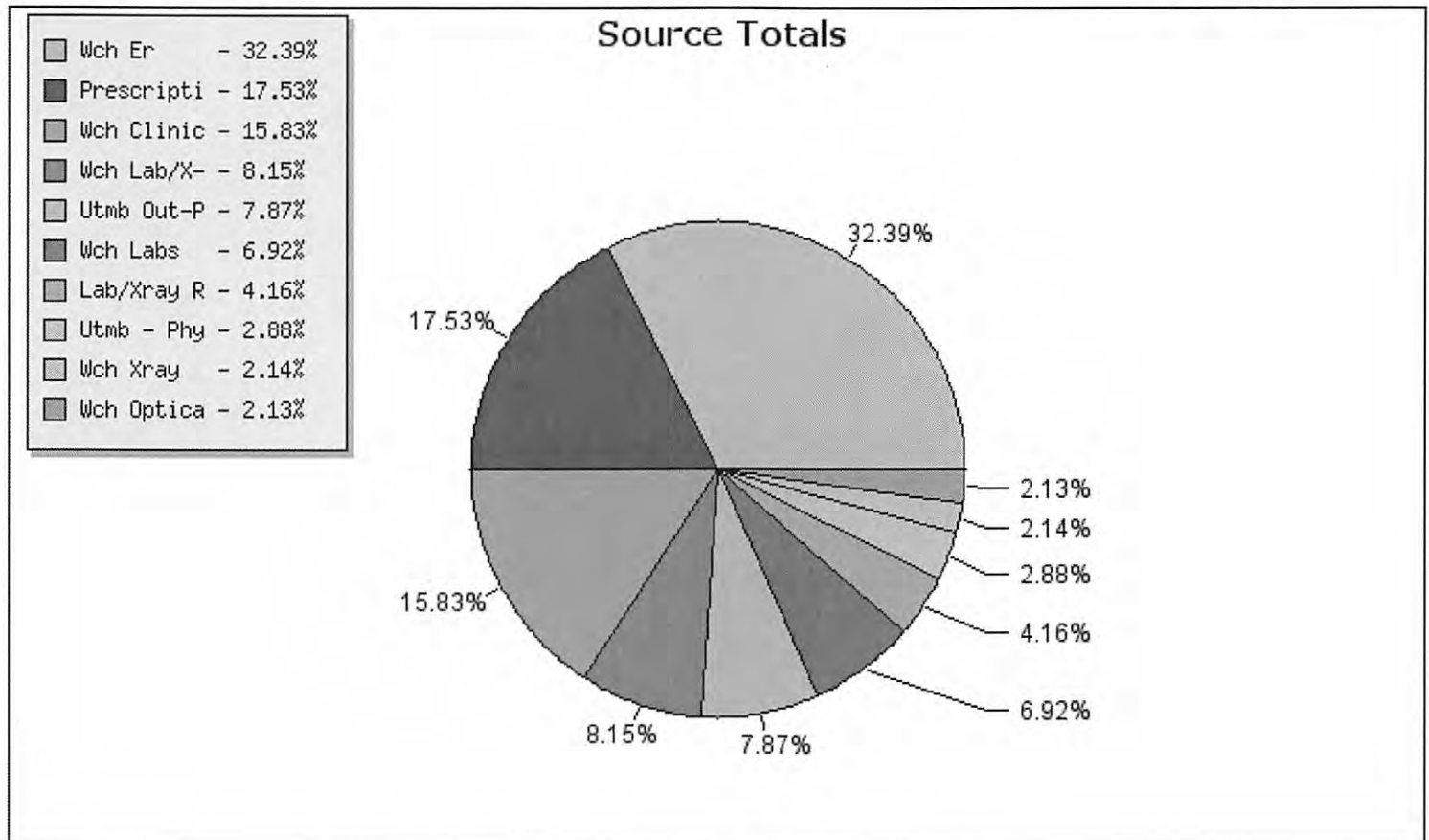
\$18,354.78	\$15,518.90	17.70%	\$15,518.90
\$24,489.00	\$10,040.49	11.45%	\$0.00
\$82,653.00	\$33,887.73	38.65%	\$0.00
\$0.00	\$0.00	0.00%	\$0.00
\$0.00	\$0.00	0.00%	\$0.00
\$0.00	\$0.00	0.00%	\$0.00
\$14,801.00	\$6,068.41	6.92%	\$0.00
\$0.00	\$0.00	0.00%	\$0.00
\$0.00	\$0.00	0.00%	\$0.00
\$16,840.00	\$6,904.40	7.87%	\$0.00
\$0.00	\$0.00	0.00%	\$0.00
\$9,696.20	\$3,975.44	4.53%	\$0.00
\$2,406.00	\$986.46	1.13%	\$0.00
\$4,777.00	\$1,958.57	2.23%	\$0.00
\$27,108.96	\$6,506.15	7.42%	\$6,506.15
\$0.00	\$0.00	0.00%	\$0.00
\$6,666.00	\$1,831.05	2.09%	\$1,831.05
\$0.00	\$0.00	0.00%	\$0.00
\$207,791.94	\$87,677.60		\$23,856.10

Source Totals for Batch Dates 02/01/2019 through 02/28/2019

Wch Er	32.39%	\$14,969.51
Prescription Drugs	17.53%	\$8,101.22
Wch Clinic	15.83%	\$7,315.80
Wch Lab/X-Ray	8.15%	\$3,767.49
Utmb Out-Patient	7.87%	\$3,635.52
Wch Labs	6.92%	\$3,195.95
Lab/Xray Readings	4.16%	\$1,923.72
Utmb - Physician Services	2.88%	\$1,332.29
Wch Xray	2.14%	\$987.36
Wch Optical Specialist	2.13%	\$986.46

Total Expenditures

\$46,215.32



Entry Statistics for Entry Dates 02/01/2019 through 02/28/2019

Clients Entered	5
Rapid Reg. Entered	4
Vendors Entered	0
Worksheets Entered	17
Invoices Entered	111

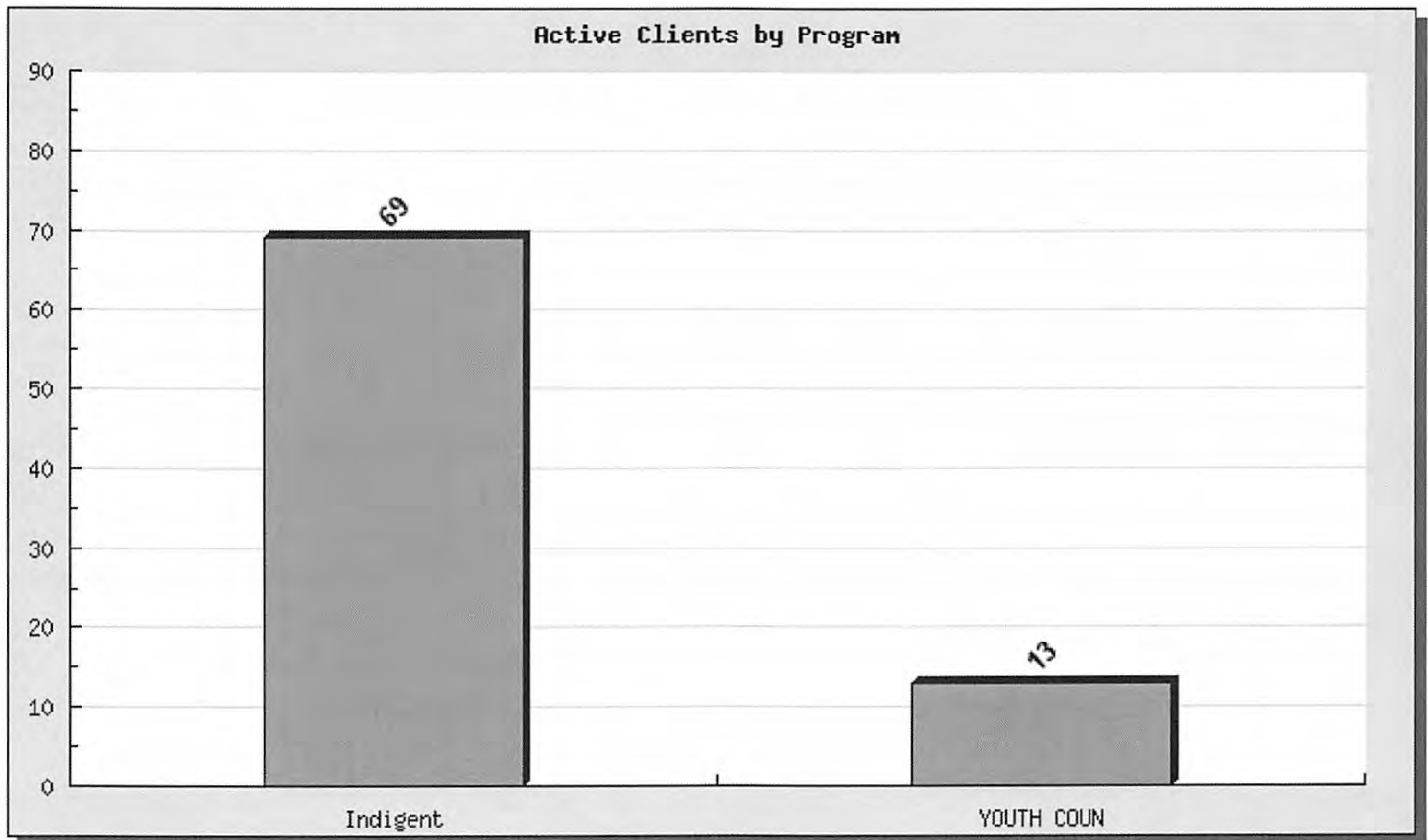
Void Statistics for Void Dates 02/01/2019 through 02/28/2019

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

Active Clients by Program for Eligibility Dates 02/01/2019 through 02/28/2019

Indigent	69
YOUTH COUNSELING	13

Total Clients By Program **82**



Appointments Scheduled by Type for Appointment Dates 02/01/2019 through 02/28/2019

New Appointment	9
Renewal	12

Total Appointments Scheduled **21**

2019 Indigent Care Resource & Income Analysis

Percentage of Applicants Above \$2,000 Resource Limit	0.00%
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Percent of Applicants Above the 150% Poverty Level	4.65%
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Percent of Applicants Above the 100% Poverty Level	4.65%
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Percent of Applicants Above the 21% Poverty Level	37.21%
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***Forty-three (43) Applicants**

Source Totals Report

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 02/28/2019 through 02/28/2019

For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
02	Prescription Drugs	9,424.65	8,101.22
21	Wch Clinic	17,843.40	7,315.80
24	Wch Er	36,511.00	14,969.51
25	Wch Lab/X-Ray	9,189.00	3,767.49
27	Wch Labs	7,795.00	3,195.95
28	Wch Xray	2,408.20	987.36
31	Utmb - Physician Services	4,775.00	1,332.29
34	Utmb Out-Patient	15,148.01	3,635.52
40	Wch Optical Specialist	2,406.00	986.46
44	Lab/Xray Readings	4,692.00	1,923.72
Expenditures		110,192.26	46,215.32
Reimb/Adjustments			
Grand Total		110,192.26	46,215.32

Source Totals Report Detail

Invoice #	Source	DOS	Amount Billed	Amount Paid
036-2547*1002*1	02	02/01/2019	15.00	15.00
036-3067*65460*17	02	02/13/2019	27.84	27.84
1025*65460*11	02	02/04/2019	25.00	25.00
1066*65460*5	02	02/22/2019	28.93	28.93
1093*18651*7	02	02/22/2019	25.00	25.00
1108*65460*1	02	02/28/2019	6.47	6.47
1115*18651*2	02	02/18/2019	53.12	26.35
1116*65460*4	02	02/25/2019	85.92	69.23
036-2547*65460*9	02	02/26/2019	31.69	31.69
036-2547*65460*9	02	02/26/2019	110.67	110.67
036-2942*18651*87	02	02/16/2019	11.29	6.87
036-2942*18651*87	02	02/16/2019	389.93	306.35
036-3217*65460*31	02	02/11/2019	11.70	11.70
036-3217*65460*31	02	02/11/2019	42.70	42.70
036-3363*65460*13	02	02/02/2019	33.29	33.29
036-3363*65460*13	02	02/02/2019	27.50	26.38
1011*1002*7	02	02/27/2019	8.50	8.50
1011*1002*7	02	02/18/2019	8.50	8.50
1040*18651*25	02	02/26/2019	35.71	16.88
1040*18651*25	02	02/13/2019	27.67	19.81
1046*65460*23	02	02/01/2019	152.50	152.50
1046*65460*23	02	02/01/2019	24.00	24.00
1055*65460*8	02	02/11/2019	12.95	12.95
1055*65460*8	02	02/22/2019	45.66	34.80
1075*18651*12	02	02/09/2019	58.90	25.93
1075*18651*12	02	02/09/2019	46.14	22.86
1110*18651*6	02	02/12/2019	9.77	5.54
1110*18651*6	02	02/12/2019	75.61	36.94
1117*65460*3	02	02/12/2019	82.94	82.94
1117*65460*3	02	02/12/2019	12.00	12.00
1118*65460*3	02	02/04/2019	26.35	26.35
1118*65460*3	02	02/27/2019	32.99	32.99
1124*65460*3	02	02/21/2019	7.67	7.67

1124*65460*3	02	02/21/2019	8.63	8.63
036-2815*65460*19	02	02/20/2019	1,709.35	1,449.15
036-2815*65460*19	02	02/05/2019	513.57	432.73
036-2815*65460*19	02	02/27/2019	36.32	36.32
036-2821*65460*22	02	02/27/2019	58.86	58.86
036-2821*65460*22	02	02/27/2019	264.82	264.82
036-2821*65460*22	02	02/28/2019	10.25	10.25
1038*65460*27	02	02/01/2019	231.00	231.00
1038*65460*27	02	02/01/2019	145.07	145.07
1038*65460*27	02	02/14/2019	45.15	45.15
1081*65460*6	02	02/05/2019	490.77	413.35
1081*65460*6	02	02/05/2019	85.92	69.23
1081*65460*6	02	02/19/2019	6.26	5.90
1086*18651*12	02	02/26/2019	79.50	40.01
1086*18651*12	02	02/04/2019	444.24	361.29
1086*18651*12	02	02/04/2019	79.50	69.23
1091*65460*12	02	02/01/2019	541.00	456.05
1091*65460*12	02	02/27/2019	160.89	160.89
1091*65460*12	02	02/11/2019	34.61	34.61
1095*18651*5	02	02/08/2019	13.78	7.95
1095*18651*5	02	02/08/2019	56.11	45.21
1095*18651*5	02	02/18/2019	48.60	24.11
1098*65460*10	02	02/27/2019	27.39	27.39
1098*65460*10	02	02/04/2019	74.96	74.96
1098*65460*10	02	02/01/2019	58.48	45.78
1111*65460*5	02	02/21/2019	513.57	432.73
1111*65460*5	02	02/21/2019	80.21	80.21
1111*65460*5	02	02/21/2019	14.90	14.90
1120*65460*1	02	02/26/2019	52.40	52.40
1120*65460*1	02	02/26/2019	90.86	59.49
1120*65460*1	02	02/08/2019	26.66	26.66
1122*65460*3	02	02/20/2019	10.00	10.00
1122*65460*3	02	02/20/2019	11.38	11.38
1122*65460*3	02	02/20/2019	7.14	7.14
1123*65460*3	02	02/05/2019	377.77	317.30
1123*65460*3	02	02/05/2019	94.43	43.07
1123*65460*3	02	02/06/2019	27.50	26.38
036-2783*18651*93	02	02/21/2019	25.00	25.00
036-2783*18651*93	02	02/21/2019	50.00	39.84
036-2783*18651*93	02	02/21/2019	50.00	50.00
036-2783*18651*93	02	02/21/2019	38.00	38.00
036-3432*65460*37	02	02/05/2019	5.49	5.49
036-3432*65460*37	02	02/05/2019	7.60	7.60
036-3432*65460*37	02	02/05/2019	36.32	36.32
036-3432*65460*37	02	02/05/2019	30.00	30.00
1008*18651*24	02	02/14/2019	20.09	14.69
1008*18651*24	02	02/14/2019	53.12	26.35
1008*18651*24	02	02/14/2019	40.76	20.32
1008*18651*24	02	02/22/2019	20.09	14.69
1049*65460*23	02	02/18/2019	26.31	26.31
1049*65460*23	02	02/18/2019	25.67	15.67
1049*65460*23	02	02/05/2019	6.36	6.36
1049*65460*23	02	02/05/2019	40.94	40.94
1107*65460*6	02	02/07/2019	5.45	4.42
1107*65460*6	02	02/07/2019	7.79	7.79
1107*65460*6	02	02/04/2019	28.13	28.13
1107*65460*6	02	02/19/2019	10.00	10.00
036-3364*18651*60	02	02/27/2019	24.00	24.00
036-3364*18651*60	02	02/27/2019	54.86	54.86

036-3364*18651*60	02	02/27/2019	24.00	24.00
036-3364*18651*60	02	02/27/2019	23.62	12.76
036-3364*18651*60	02	02/27/2019	42.61	21.19
1019*65460*30	02	02/04/2019	56.96	56.96
1019*65460*30	02	02/04/2019	6.74	6.74
1019*65460*30	02	02/04/2019	36.32	36.32
1019*65460*30	02	02/04/2019	28.67	28.67
1019*65460*30	02	02/04/2019	5.49	5.49
1024*65460*29	02	02/28/2019	7.67	7.67
1024*65460*29	02	02/22/2019	6.25	6.25
1024*65460*29	02	02/21/2019	26.31	26.31
1024*65460*29	02	02/21/2019	14.90	14.90
1024*65460*29	02	02/21/2019	41.39	41.39
1104*18651*8	02	02/07/2019	25.00	25.00
1104*18651*8	02	02/13/2019	28.74	28.74
1104*18651*8	02	02/07/2019	10.75	6.64
1104*18651*8	02	02/07/2019	30.00	30.00
1104*18651*8	02	02/04/2019	27.97	26.66
1127*65460*1	02	02/14/2019	11.38	11.38
1127*65460*1	02	02/14/2019	6.66	6.66
1127*65460*1	02	02/27/2019	8.19	7.00
1127*65460*1	02	02/28/2019	9.56	8.71
1127*65460*1	02	02/28/2019	6.26	5.90
1096*65460*9	02	02/18/2019	6.50	6.50
1096*65460*9	02	02/18/2019	7.96	7.96
1096*65460*9	02	02/27/2019	7.79	7.79
1096*65460*9	02	02/27/2019	15.01	15.01
1096*65460*9	02	02/13/2019	15.00	15.00
1096*65460*9	02	02/13/2019	6.10	6.10
1106*65460*7	02	02/07/2019	29.81	28.33
1106*65460*7	02	02/08/2019	12.67	12.67
1106*65460*7	02	02/14/2019	27.50	26.38
1106*65460*7	02	02/14/2019	20.71	20.71
1106*65460*7	02	02/14/2019	45.50	45.50
1106*65460*7	02	02/20/2019	12.92	12.92

45 invoices, 127 line items

9,424.65

8,101.22

036-2783*63057*19	21	02/25/2019	435.00	178.35
036-3363*63057*11	21	02/02/2019	629.00	257.89
1040*63057*10	21	02/26/2019	236.00	96.76
1081*63057*4	21	02/05/2019	236.00	96.76
1098*63057*6	21	01/28/2019	158.00	64.78
1115*63057*3	21	02/18/2019	241.00	98.81
1126*63057*1	21	02/13/2019	236.00	96.76
1055*63057*4	21	02/01/2019	236.00	96.76
1055*63057*4	21	02/07/2019	236.00	96.76
1106*63057*5	21	02/07/2019	359.00	147.19
1106*63057*5	21	02/14/2019	236.00	96.76
1117*63057*3	21	02/12/2019	236.00	96.76
1117*63057*3	21	02/18/2019	1,890.00	774.90
1011*63057*33	21	01/15/2019	47.20	19.35
1011*63057*33	21	01/28/2019	31.60	12.96
1011*63057*33	21	01/31/2019	292.60	119.97
036-3217*63057*17	21	01/29/2019	158.00	64.78
036-3217*63057*17	21	02/11/2019	199.00	81.59
1107*63057*6	21	02/07/2019	236.00	96.76
1107*63057*6	21	02/19/2019	191.00	78.31
1008*63057*21	21	02/14/2019	236.00	96.76

1008*63057*21	21	02/24/2019	198.00	81.18
1024*63057*27	21	02/21/2019	308.00	126.28
1125*63057*2	21	01/29/2019	356.00	145.96
1122*63057*2	21	01/31/2019	356.00	145.96
1122*63057*2	21	02/07/2019	236.00	96.76
036-2815*63057*18	21	02/05/2019	318.00	130.38
036-2815*63057*18	21	02/20/2019	318.00	130.38
036-3364*63057*23	21	02/27/2019	236.00	96.76
1096*63057*10	21	01/30/2019	305.00	125.05
1096*63057*10	21	02/18/2019	314.00	128.74
1096*63057*10	21	02/27/2019	236.00	96.76
1089*63057*6	21	02/14/2019	113.00	46.33
036-2821*63057*18	21	02/28/2019	236.00	96.76
036-3067*63057*15	21	01/30/2019	236.00	96.76
1111*63057*5	21	02/21/2019	426.00	174.66
1123*63057*3	21	02/06/2019	661.00	271.01
1127*63057*1	21	02/27/2019	308.00	126.28
1070*63057*12	21	02/25/2019	158.00	64.78
1108*63057*1	21	02/28/2019	236.00	96.76
1121*63057*3	21	02/14/2019	5,297.00	2,171.77
1120*63057*2	21	02/08/2019	236.00	96.76

30 invoices, 42 line items

17,843.40

7,315.80

1024*63057*27	24	02/21/2019	1,347.00	552.27
1024*63057*27	24	02/28/2019	236.00	96.76
1125*63057*2	24	01/23/2019	138.00	56.58
1122*63057*2	24	02/15/2019	10,751.00	4,407.91
1019*63057*14	24	03/20/2017	6,854.00	2,810.14
1127*63057*1	24	02/07/2019	3,701.00	1,517.41
1070*63057*12	24	02/24/2019	1,687.00	691.67
1120*63057*2	24	02/21/2019	11,797.00	4,836.77

7 invoices, 8 line items

36,511.00

14,969.51

1122*63057*2	25	02/01/2019	2,877.00	1,179.57
036-2815*63057*18	25	02/05/2019	2,310.00	947.10
1127*63057*1	25	02/28/2019	2,374.00	973.34
1124*63057*1	25	02/05/2019	1,628.00	667.48

4 invoices, 4 line items

9,189.00

3,767.49

036-3217*63057*17	27	02/11/2019	955.00	391.55
036-3364*63057*23	27	02/27/2019	2,312.00	947.92
1108*63057*1	27	02/28/2019	4,043.00	1,657.63
1121*63057*3	27	02/12/2019	485.00	198.85

4 invoices, 4 line items

7,795.00

3,195.95

1096*63057*10	28	02/18/2019	326.00	133.66
1089*63057*6	28	02/15/2019	1,328.00	544.48
1120*63057*2	28	02/06/2019	689.00	282.49
1038*63057*14	28	01/03/2019	65.20	26.73

4 invoices, 4 line items

2,408.20

987.36

1025*63615*4	31	02/07/2019	360.00	86.32
1055*63615*1	31	02/08/2019	415.00	95.54

1075*63615*7	31	02/11/2019	630.00	176.40
1091*63615*7	31	01/24/2019	270.00	56.08
1096*63615*3	31	02/15/2019	168.00	62.54
1098*63615*3	31	02/11/2019	87.00	31.44
1114*63615*3	31	02/18/2019	380.00	94.31
1120*63615*1	31	02/23/2019	245.00	92.06
1061*63615*6	31	12/12/2018	183.00	51.24
1061*63615*6	31	01/09/2019	183.00	51.24
1111*63615*3	31	12/31/2018	55.00	20.53
1111*63615*3	31	01/31/2019	183.00	68.33
036-2815*63615*7	31	02/07/2019	23.00	6.44
036-2815*63615*7	31	02/07/2019	360.00	86.32
036-2815*63615*7	31	02/04/2019	270.00	75.60
1008*63615*7	31	02/20/2019	210.00	58.80
1008*63615*7	31	02/20/2019	54.00	15.12
1008*63615*7	31	02/20/2019	183.00	39.92
1093*63615*3	31	02/12/2019	165.00	61.91
1093*63615*3	31	02/12/2019	168.00	62.23
1093*63615*3	31	02/21/2019	183.00	39.92

13 invoices, 21 line items

4,775.00

1,332.29

1008*63614*7	34	02/20/2019	1,155.00	277.20
1025*63614*4	34	02/07/2019	323.00	77.52
1055*63614*1	34	02/08/2019	558.00	133.92
1096*63614*4	34	02/15/2019	1,828.00	438.72
1098*63614*2	34	02/11/2019	367.00	88.08
1111*63614*3	34	01/31/2019	1,828.00	438.72
1114*63614*3	34	02/18/2019	443.00	106.32
1121*63614*1	34	02/05/2019	443.00	106.32
036-2815*63614*6	34	02/07/2019	757.00	181.68
036-2815*63614*6	34	02/04/2019	707.00	169.68
1061*63614*6	34	12/12/2018	908.00	217.92
1061*63614*6	34	01/09/2019	908.00	217.92
1075*63614*7	34	02/11/2019	48.01	11.52
1075*63614*7	34	02/11/2019	896.00	215.04
1093*63614*3	34	02/21/2019	323.00	77.52
1093*63614*3	34	02/12/2019	1,828.00	438.72
1093*63614*3	34	02/12/2019	1,828.00	438.72

12 invoices, 17 line items

15,148.01

3,635.52

1089*63057*6	40	09/19/2018	257.00	105.37
1042*63057*11	40	01/25/2018	232.00	95.12
1068*63057*8	40	08/10/2017	200.00	82.00
1075*63057*6	40	09/19/2018	257.00	105.37
1090*63057*4	40	03/01/2018	200.00	82.00
1100*63057*4	40	07/12/2018	257.00	105.37
1007*63057*5	40	09/14/2018	257.00	105.37
1007*63057*5	40	09/06/2018	232.00	95.12
036-2865*63057*6	40	03/22/2018	257.00	105.37
1091*63057*10	40	09/27/2018	257.00	105.37

9 invoices, 10 line items

2,406.00

986.46

1011*63057*33	44	02/15/2018	40.00	16.40
1107*63057*6	44	09/18/2018	45.00	18.45
1107*63057*6	44	01/25/2019	495.00	202.95

1008*63057*21	44	01/02/2019	45.00	18.45
1008*63057*21	44	01/02/2019	65.00	26.65
1008*63057*21	44	12/27/2018	45.00	18.45
1008*63057*21	44	12/30/2018	45.00	18.45
1125*63057*2	44	01/29/2019	45.00	18.45
1125*63057*2	44	01/23/2019	495.00	202.95
1122*63057*2	44	02/01/2019	45.00	18.45
1122*63057*2	44	12/20/2018	198.00	81.18
036-2815*63057*18	44	07/05/2018	65.00	26.65
1096*63057*10	44	01/26/2019	40.00	16.40
036-2821*63057*18	44	09/22/2018	44.00	18.04
036-3067*63057*15	44	01/28/2019	475.00	194.75
1111*63057*5	44	01/08/2019	65.00	26.65
1123*63057*3	44	01/03/2019	275.00	112.75
1123*63057*3	44	12/19/2018	45.00	18.45
1123*63057*3	44	12/21/2018	140.00	57.40
1070*63057*12	44	09/14/2018	495.00	202.95
1124*63057*1	44	02/05/2019	45.00	18.45
1121*63057*3	44	01/25/2019	198.00	81.18
1120*63057*2	44	12/18/2018	125.00	51.25
1120*63057*2	44	02/06/2019	140.00	57.40
1038*63057*14	44	01/03/2019	45.00	18.45
036-2865*63057*6	44	01/17/2019	45.00	18.45
1091*63057*10	44	12/27/2018	40.00	16.40
036-2475*63057*31	44	01/09/2019	45.00	18.45
036-2749*63057*27	44	05/18/2018	38.00	15.58
1061*63057*10	44	09/20/2018	115.00	47.15
1063*63057*7	44	09/13/2018	50.00	20.50
1087*63057*6	44	04/18/2018	160.00	65.60
1095*63057*3	44	06/12/2018	45.00	18.45
1112*63057*5	44	01/04/2019	90.00	36.90
036-3413*63057*14	44	01/16/2019	172.00	70.52
036-3413*63057*14	44	01/16/2019	132.00	54.12

26 invoices, 36 line items

4,692.00

1,923.72

Grand Totals

110,192.26

46,215.32

119 invoices listed.

273 line items listed.

Exhibit “C”

Custodial Services Standard Terms and Conditions for Public Unit Deposits

These Custodial Services Standard Terms and Conditions for Public Unit Deposits (the “Terms and Conditions”), effective on a continuing basis as of the Effective Date, govern all future custodial services among the Member, the Depositor, and the Custodian.

Section 1. Definitions

Capitalized terms not defined elsewhere herein have the respective meanings ascribed to such terms in the Agreement.

“Agreement” means with respect to each Depositor an Agreement to Secure Public Unit Deposits among the Member, such Depositor, and the Custodian substantially in the form of Exhibit I attached hereto pursuant to which the Parties have decided to make a portion of the proceeds of the Letter of Credit available to the Depositor to collateralize the Depositor Accounts as outlined in such agreement and which such agreement incorporates the Terms and Conditions herein.

“Allocated Letter of Credit Amount” means with respect to each Public Unit Beneficiary the dollar amount that the Public Unit Beneficiary may from time to time instruct, in accordance with these Terms and Conditions, the Custodian to draw under the Letter of Credit and remit to the Public Unit Beneficiary, as such amount is reduced from time to time by any amounts the Custodian draws under the Letter of Credit and remits to such Public Unit Beneficiary, and includes the Public Unit Beneficiary’s Allocated Share of any Cash Collateral that the Custodian holds on behalf of one or more Public Unit Beneficiaries.

“Allocated Share” means with respect to any Public Unit Beneficiary Cash Collateral multiplied by a percentage, the numerator of which is the Public Unit Beneficiary’s Allocated Letter of Credit Amount and the denominator of which is the aggregate Allocated Letter of Credit Amounts of all Public Unit Beneficiaries, both calculated immediately prior to a draw under the Letter of Credit by the Custodian pursuant to Section 4.6 of these Terms and Conditions.

“Business Day” means any day on which FHLBank Dallas is open for business.

“Cash Collateral” has the meaning ascribed to such term in Section 4.7 hereof.

“Claim” has the meaning ascribed to such term in Section 6 hereof.

“Custodian” has the meaning ascribed to such term in the preamble of the Agreement.

“Depositor” has the meaning ascribed to such term in the preamble of the Agreement.

“Depositor Accounts” has the meaning ascribed to such term in the first recital of the Agreement.

“Effective Date” has the meaning ascribed to such term in the Agreement.

“Exhibit II Instruction” has the meaning ascribed to such term in Section 2.4 hereof.

“Exhibit III Instruction” has the meaning ascribed to such term in Section 3.2 hereof.

“Exhibit Instruction” means each of an Exhibit I Instruction and an Exhibit II Instruction.

“Letter of Credit” means collectively one or more irrevocable letters of credit issued by FHLBank Dallas on behalf of the Member, naming the Custodian as beneficiary thereunder, and authorizing the Custodian to make draws under such letters of credit upon the presentation to FHLBank Dallas of a sight draft and the original of the applicable letter of credit, as such letters of credit may from time to time be increased in amount, extended as to maturity, or replaced upon their maturity, all in accordance with the terms of these Terms and Conditions.

“Public Unit” means any state, county, city, municipal, or other local government and any subdivision or agency of any of the foregoing.

“Public Unit Beneficiary” means any Public Unit that has entered into an agreement with and among the Custodian and the Member, substantially in the form of the Agreement, pursuant to which the proceeds of the Letter of Credit are available to collateralize Public Unit Deposits, and, for the avoidance of doubt, Public Unit Beneficiary includes the Depositor.

“Public Unit Deposits” means the funds maintained by a Public Unit in deposit accounts at the Member.

“Term” means the period commencing on the Effective Date and ending on the Termination Date.

“Termination Date” means the earlier of (i) the date on which the Parties agree in writing to terminate the Agreement and (ii) the date by which the Custodian has drawn under the Letter of Credit the full amount of the Allocated Letter of Credit Amount of the Depositor and remitted the proceeds of such draw under the Letter of Credit to the Depositor.

“Termination Time” means the close of business on the Termination Date.

Section 2. Rights and Obligations of the Member

2.1 The Member covenants that during the Term it shall cause the Letter of Credit to remain in full force and effect and in an amount, together with Cash Collateral held by the Custodian on behalf of Public Unit Beneficiaries, equal to or greater than the aggregate Allocated Letter of Credit Amounts of all Public Unit Beneficiaries.

2.2 The Member covenants that during the Term it shall cause the Allocated Letter of Credit Amount of the Depositor at all times to be equal to or greater than 105% of the aggregate amount of uninsured funds in the Depositor Accounts, as such amount may change from time to time.

2.3 From time to time, the Member, the Custodian, and the Depositor shall execute an Agreement directing the Custodian to increase the Allocated Letter of Credit Amount of the Depositor; provided, however, that the Parties acknowledge that any such increase in the Allocated Letter of Credit Amount of the Depositor pursuant to an Agreement shall become effective only upon, and at the time of, the Custodian’s written acknowledgement of such instruction.

2.4 Provided that it is not in default of any of its obligations under the Agreement or any agreement governing the Depositor Accounts, the Member shall be entitled to require the Depositor to execute and deliver to the Custodian (with a copy to the Member) a written instruction, in the form attached hereto as Exhibit II (each an “Exhibit II Instruction”), instructing the Custodian to reduce the Allocated Letter of Credit Amount of the Depositor in accordance with the provisions of Section 3.1 of these Terms and Conditions; provided, however, that the Parties acknowledge that: (i) the Custodian shall have no obligations to ascertain whether the Member has any rights under this Section 2.4; (ii) that the Custodian shall be obligated to reduce the Allocated Letter of Credit Amount of the Depositor only

upon the receipt of an Exhibit II Instruction executed by the Depositor and the Member; and (iii) that any such decrease shall become effective only upon, and at the time of, the Custodian's written acknowledgement of such instruction.

2.5 The appointment of a conservator or receiver for the Member shall be deemed to be a breach of the Member's obligations under Section 2.2 of these Terms and Conditions.

Section 3. Rights and Obligations of the Depositor

3.1 Provided that the Member is not in default of any of its obligations under the Agreement or any agreement governing the Depositor Accounts, the Depositor shall from time to time, at the request of the Member, execute and deliver to the Custodian (with a copy to the Member) an Exhibit II Instruction, instructing the Custodian to reduce the Allocated Letter of Credit Amount of the Depositor by an amount equal to the amount by which the Allocated Letter of Credit Amount of the Depositor exceeds the aggregate amount of funds (including accrued interest, if any) in the Depositor Accounts; provided, however, that the Parties acknowledge that: (i) the Custodian shall have no obligations to ascertain whether the Depositor has any obligation under this Section 3.1; (ii) that the Custodian shall be obligated to execute any such acknowledgement only upon the receipt of the written instruction provided for in this Section 3.1; and (iii) any such decrease shall become effective only upon, and at the time of, the Custodian's written acknowledgement of such instruction.

3.2 If, at any time during the Term, the Member is in default of any of its obligations under the Agreement or any agreement governing the Depositor Accounts, the Depositor may execute and deliver to the Custodian a written instruction, in the form attached hereto as Exhibit III (each an "Exhibit III Instruction"), instructing the Custodian to draw under the Letter of Credit an amount equal to the lesser of (i) the Allocated Letter of Credit Amount of the Depositor and (ii) the aggregate amount of funds (including accrued interest, if any) in the Depositor Accounts and to remit to the Depositor the proceeds of such draw under the Letter of Credit.

3.3 The Depositor agrees that its receipt of any and all funds pursuant to Section 3.2 of these Terms and Conditions shall (i) reduce the Allocated Letter of Credit Amount of the Depositor by the amount of funds received by the Depositor from the Custodian and (ii) be deemed to be withdrawals from such of the Depositor Accounts, as the Depositor shall in its discretion determine. The Depositor agrees to notify the Member promptly of those Depositor Accounts from which withdrawals pursuant to this Section 3.3 have been made.

Section 4. Rights and Obligations of the Custodian

4.1 The Custodian shall not enter into any agreement or execute any other document or instrument (including without limitation an Agreement) if as a result the aggregate Allocated Letter of Credit Amounts of all Public Unit Beneficiaries shall exceed the sum of (i) the amount available to be drawn by the Custodian under the Letter of Credit and (ii) the aggregate amount of the Cash Collateral held by the Custodian.

4.2 Subject to the provisions of Section 4.1 of these Terms and Conditions, upon the receipt of an executed Agreement from the Member and the Depositor, the Custodian shall within one (1) Business Day either (i) acknowledge in writing the Agreement, increase the Allocated Letter of Credit Amount of the Depositor by the amount of increase specified in such Agreement, and deliver to the Member and the Depositor a copy of such Agreement; or (ii) reject such Agreement and promptly notify the Depositor and the Member of such rejection.

4.3 Upon the receipt of an Exhibit II Instruction from the Depositor and the Member, the Custodian shall acknowledge in writing the Exhibit II Instruction, decrease the Allocated Letter of Credit Amount of the Depositor by the amount of the decrease specified in such Exhibit II Instruction, and deliver to the Member and the Depositor a copy of such written acknowledgement.

4.4 Upon the receipt of an Exhibit III Instruction, the Custodian shall draw under the Letter of Credit and remit to the Depositor the amount specified in such Exhibit III Instruction; provided, however, that the Custodian shall have no obligation to draw under the Letter of Credit the amount specified in such Exhibit III Instruction to the extent that such amount exceeds the Allocated Letter of Credit Amount of the Depositor; and provided further, that the Custodian may reduce the amount it draws under the Letter of Credit by the amount of the Depositor's Allocated Share of Cash Collateral held by the Custodian. Any amount remitted to the Depositor pursuant to this Section 4.4 shall automatically reduce the Allocated Letter of Credit Amount of the Depositor.

4.5 The Parties agree that the Custodian shall be entitled to rely on any document, including without limitation any Agreement, any Exhibit II Instruction, or Exhibit III Instruction, that is or purports to be executed by an officer, employee, or agent of the Party on behalf of which such document is executed.

4.6 To the extent that: (i) the Letter of Credit or any portion thereof is scheduled to expire, (ii) such expiration would result in the aggregate Allocated Letter of Credit Amounts of all Public Unit Beneficiaries to exceed the sum of (a) the amount available to be drawn under the Letter of Credit after such expiration and (b) Cash Collateral held by the Custodian prior to such expiration, (iii) the Member does not, on or before such expiration date, cause either the maturity date of the expiring portion of the Letter of Credit to be extended by no fewer than thirty (30) days or the expiring portion to be replaced with one or more letters of credit issued by FHLBank Dallas for the benefit of the Custodian and having maturity dates at least thirty (30) days beyond the maturity date of the expiring portion of the Letter of Credit, and (iv) pursuant to the terms of the Application For Standby Letter of Credit Advances executed by the Member, FHLBank Dallas does not, on or before such expiration date, cause the expiring portion to be replaced with one or more letters of credit issued by FHLBank Dallas for the benefit of the Custodian and having maturity dates at least thirty (30) days beyond the maturity date of the expiring portion of the Letter of Credit, the Custodian shall draw under the Letter of Credit.

4.7 The proceeds of any and all draws under the Letter of Credit pursuant to Section 4.6 of these Terms and Conditions (the "Cash Collateral") shall be retained by the Custodian for the benefit of the Public Unit Beneficiaries. The Custodian may reduce the amount that it is otherwise obligated to draw under the Letter of Credit pursuant to any Exhibit III Instruction to the extent that Cash Collateral is used to remit to the Depositor the amount specified in such Exhibit III Instruction.

Section 5. Term and Termination

The Agreement shall continue in full force and effect until the Termination Time.

Section 6. Indemnification

The Member hereby agrees to indemnify and hold harmless the Custodian and the Custodian's officers, directors, employees, and agents from and against any losses, damages, expenses (including reasonable attorneys' fees and costs), costs, penalties, and liabilities (each a "Claim") that arise out of or in connection with (i) the Custodian's performance of its duties under the Agreement and (ii) any action or claim against the Custodian by a third party (including the Depositor) arising from or related to the Member's performance of, or failure to perform, its obligations under the Agreement or the Member's breach of any representation, warranty, or covenant hereunder. To the extent that the amount available to be drawn under the Letter of Credit exceeds the aggregate Allocated Letter of Credit Amounts, the Custodian may draw under the Letter of Credit to reimburse itself for any Claim. The Member's obligations under this Section 6 shall survive the expiration or termination of the Agreement.

Section 7. Representations and Warranties

Each Party represents and warrants to the other Parties that it is duly organized and in good standing under the jurisdiction of its organization; that the execution and delivery of the Agreement has been duly authorized by all required corporate action; and that no contract or other obligation by which the Party is bound prohibits or restricts the Party's executing, delivering, or performing its obligations under the Agreement.

Section 8. Notices

Any notice required or permitted to be given or made under the Agreement or any Exhibit Instruction to the Agreement, including a notice to effect a change in a Party's address or facsimile number for notice, must be in writing and addressed to the Party or Parties at the address or facsimile number of the Party or Parties set forth in the Agreement, as amended in accordance with this Section 8, and will be deemed to be properly given or made on the earliest of (i) actual delivery, (ii) two (2) Business Days after being sent, with delivery charges paid by the sending party, by a nationally recognized commercial courier service for delivery on the next Business Day, (iii) three (3) Business Days after being sent through the United States Postal Service, certified mail, return receipt requested, postage prepaid and (iv) on the day of delivery (or the next Business Day if such day is not a Business Day) by confirmed facsimile transmission; provided, however, that any Exhibit Instruction shall be deemed to have been received by the Custodian only upon the Custodian's actual receipt of such Exhibit Instruction.

Section 9. Miscellaneous

9.1 The Agreement, which includes these Terms and Conditions and any Exhibit Instructions to the Agreement, represents the entire agreement of the Parties and supercedes all prior written and oral agreements and understandings of the Parties with respect to the subject matter of the Agreement.

9.2 The Agreement may be amended only by a writing executed by a duly authorized representative of each Party.

9.3 If any provision of the Agreement is found invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and the invalid or unenforceable provision shall be deemed amended to the least extent necessary to eliminate such invalidity or unenforceability and to carry out the intention of the Parties.

9.4 No Party shall have the right to assign its rights or delegate its duties under the Agreement without the prior written consent of the other Parties, which will not be unreasonably withheld or delayed, provided the assigning or delegating Party continues to be liable to the other Parties for the performance of the assigning or delegating Party's obligations under the Agreement.

9.5 In the event of any conflict between any provision of the Agreement and any Exhibit Instruction to the Agreement, the provisions that require the higher degree of performance in favor of the Bank shall govern.

9.6 The Agreement shall be governed by the applicable law of the United States of America and the law of the State of Texas without regard to its choice of law provisions.

9.7 The Agreement may be executed in two or more counterparts each of which shall be an original and all of which together shall constitute one and the same agreement.

9.8 No Party shall be liable for any failure or delay in its performance under the Agreement if such performance is prevented, hindered, or delayed by reason of any cause beyond its reasonable control, including without limitation any labor dispute, strike or other industrial disturbance, act of God, flood, earthquake, casualty, war, act of public enemy, riot, insurrection, embargo, law or court action, or regulation or order of any governmental agency or subdivision thereof (each a "Force Majeure Event"). If a Force Majeure Event occurs, a Party's time to perform any obligation under the Agreement shall be extended by a period of time equal to the period during which the Force Majeure Event prevented the Party's performance of its obligations.

9.9 The headings used in the Agreement are for convenience of reference only and shall not affect the construction or interpretation of the Agreement.

9.10 Member, Depositor and Custodian may enter into one or more depository pledge agreements or similar document from time to time (each a "DPA"). For the avoidance of doubt, nothing contained in this Terms and Conditions is intended to alter or abridge the rights and obligations of the parties to the DPA. In addition, language in the DPA to the effect that any prior agreements between Depositor and Member relative to the subject matter of the DPA are terminated as of the effective date of the DPA shall not apply to this Terms and Conditions.

IN WITNESS WHEREOF, the Parties have executed this Terms and Conditions as of the Effective Date.

MEMBER:
Allegiance Bank

DEPOSITOR:
Winnie-Stowell Hospital District

By: _____

By: _____

Name: Dave Androl
(print)

Name: _____
(print)

Title: VP

Title: _____

Agreement and Acknowledgement

The undersigned Custodian hereby agrees and acknowledges the Terms and Conditions set forth above as of the _____ day of _____, 20__.

FEDERAL HOME LOAN BANK OF DALLAS, CUSTODIAN

By: _____

Name: _____ (print)

Title: _____

EXHIBIT I:

**Form of Agreement to Secure
Public Unit Deposits**





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Community focused.

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Agreement to Secure Deposits

This Agreement to Secure Public Unit Deposits ("Agreement") is made and entered into as of the Effective Date (as defined below) by and among Winnie-Stowell Hospital District (the "Depositor"), Allegiance Bank, a depository institution and a member (the "Member") of Federal Home Loan Bank of Dallas ("FHLBank Dallas"), and FHLBank Dallas as Custodian (the "Custodian"). The Depositor, the Member and the Custodian are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms not defined elsewhere herein have the respective meanings ascribed to such terms in the Custodial Services Standard Terms and Conditions for Public Unit Deposits (as provided to the parties and in effect as of the Effective Date, the "Terms and Conditions").

WHEREAS, the Depositor has opened and/or may from time to time open one or more deposit accounts ("Depositor Accounts") with the Member;

WHEREAS, the funds held in the Depositor Accounts constitute Public Unit Deposits;

WHEREAS, the Depositor and the Member wish to ensure that the Depositor Accounts are collateralized as required or permitted by applicable law;

WHEREAS, the Custodian is the beneficiary of the Letter of Credit; and

WHEREAS, the Parties wish to make the proceeds of the Letter of Credit available to the Depositor to collateralize the Depositor Accounts pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties do hereby agree as follows:

Each Party agrees that its address for notice, as amended in accordance with Section 8 of the Terms and Conditions, is as set forth below:

If to the Member:

Allegiance Bank (Member's Name)
Attn.: Dave Androl (FHFB ID#) 54501
8727 W Sam Houston Pkwy N (street address)
 (floor or suite number)
Houston, TX 77040 (City, State, and ZIP code)
Facsimile number: 281-894-8188

If to the Custodian:

Federal Home Loan Bank of Dallas,
Custodian Attn.: Member Services desk
8500 Freeport Parkway South, Suite 100
Irving, TX 75063
Facsimile number: 214.441.8512



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If to the Depositor:

Winnie-Stowell Hospital District _____ (Depositor's Name)

Attn.: _____

538 Broadway _____ (street address)

_____ (floor or suite number)

Winnie, TX, 77665 _____ (City, State, and ZIP code)

Facsimile number: _____

The Member hereby irrevocably instructs the Custodian to make an allocation of \$ 6,000,000.00 to the Allocated Letter of Credit Amount of the undersigned Depositor, and agrees that such allocation shall become effective only upon, and as of the date of, the Custodian's acknowledgement as evidenced by the Custodian's signature below.

Each Party hereby agrees that the Terms and Conditions are hereby incorporated into this Agreement as if set forth fully herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date (as defined below).

MEMBER:

Allegiance Bank _____

DEPOSITOR:

Winnie-Stowell Hospital District _____

By: _____

By: _____

Name: Dave Androl _____
(print)

Name: _____
(print)

Title: VP _____

Title: _____

Agreement and Acknowledgement

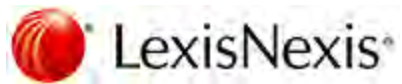
The undersigned Custodian hereby agrees and acknowledges the Agreement set forth above as of the _____ day of _____, 20__ (the "Effective Date")

FEDERAL HOME LOAN BANK OF DALLAS, CUSTODIAN

By: _____

Name: _____
(print)

Title: _____



User Name: HUBERT OXFORD

Date and Time: Monday, February 18, 2019 8:16:00 AM CST

Job Number: 83082708

Document (1)

1. [Tex. Gov't Code § 2256.009](#)

Client/Matter: 87250

[Tex. Gov't Code § 2256.009](#)

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

Texas Statutes & Codes Annotated by LexisNexis® > Government Code > Title 10 General Government (Subts. A — G) > Subtitle F State and Local Contracts and Fund Management (Chs. 2251 — 2300) > Chapter 2256 Public Funds Investment (Subchs. A — C) > Subchapter A Authorized Investments for Governmental Entities (§§ 2256.001 — 2256.050)

Sec. 2256.009. Authorized Investments: Obligations of, or Guaranteed by, Governmental Entities.

(a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

(1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

(2) direct obligations of this state or its agencies and instrumentalities;

(3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;

(4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

(5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

(6) bonds issued, assumed, or guaranteed by the State of Israel.

(7) interest-bearing banking deposits that are guaranteed or insured by:

(A) the Federal Deposit Insurance Corporation or its successor; or

(B) the National Credit Union Share Insurance Fund or its successor; and

(8) interest-bearing banking deposits other than those described by Subdivision (7) if:

(A) the funds invested in the banking deposits are invested through:

(i) a broker with a main office or branch office in this state that the investing entity selects from a list the governing body or designated investment committee of the entity adopts as required by Section 2256.025; or

(ii) a depository institution with a main office or branch office in this state that the investing entity selects;

(B) the broker or depository institution selected as described by Paragraph (A) arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the investing entity's account;

(C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and

(D)the investing entity appoints as the entity's custodian of the banking deposits issued for the entity's account:

- (i)**the depository institution selected as described by Paragraph (A);
- (ii)**an entity described by Section 2257.041(d); or
- (iii)**a clearing broker dealer registered with the Securities and Exchange Commission and operating under Securities and Exchange Commission Rule 15c3-3 ([17 C.F.R. Section 240.15c3-3](#)).

(b)The following are not authorized investments under this section:

- (1)**obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- (2)**obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- (3)**collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and
- (4)**collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

History

Enacted by Acts 1995, 74th Leg., ch. 402 (H.B. 2459), § [1](#), effective September 1, 1995 (renumbered from Sec. 2256.006); am. Acts 1999, 76th Leg., ch. 1454 (H.B. 3009), § [7](#), effective September 1, 1999; am. Acts 2001, 77th Leg., ch. 558 (H.B. 2957), § [1](#), effective September 1, 2001; am. Acts 2011, 82nd Leg., ch. 1004 (H.B. 2226), § [4](#), effective June 17, 2011; am. [Acts 2017, 85th Leg., ch. 773 \(H.B. 1003\), § 2](#), effective June 14, 2017; am. [Acts 2017, 85th Leg., ch. 863 \(H.B. 2647\), § 1](#), effective June 15, 2017; am. [Acts 2017, 85th Leg., ch. 874 \(H.B. 2928\), § 1](#), effective September 1, 2017.

Annotations

Notes

STATUTORY NOTES

Editor's Notes.

A former Section 2256.009, Authorized Investments: Bankers' Acceptances, as added by Acts 1993, 73rd Leg., ch. 268 (S.B. 248), § 1, was renumbered to [Section 2256.012, Government Code](#), by Acts 1995, 74th Leg., ch. 402 (H.B. 2459), § 1, effective September 1, 1995.

Effect of amendments.

2011 amendment, added "including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States" in (a)(4).

Applicability

[Acts 2017, 85th Leg., ch. 773 \(H.B. 1003\), § 9](#) provides: “The changes in law made by this Act apply only to authorized investments of public funds governed by Chapter 2256, Government Code, as amended by this Act, that are made on or after the effective date of this Act. An authorized investment of public funds made before the effective date of this Act is governed by the law in effect immediately before that date, and that law is continued in effect for that purpose.”

[Acts 2017, 85th Leg., ch. 874 \(H.B. 2928\), § 3](#) provides: “The changes in law made by this Act apply to an authorized investment of public funds governed by Chapter 2256, Government Code, as amended by this Act, made on or after the effective date of this Act. An authorized investment of public funds made before the effective date of this Act is subject to the law in effect on the date the investment was made, and the former law is continued in effect for that purpose.”

[Acts 2017, 85th Leg., ch. 863 \(H.B. 2647\), § 2](#) provides: “The changes in law made by this Act apply only to authorized investments of public funds governed by [Section 2256.009, Government Code](#), as amended by this Act, that are made on or after the effective date of this Act. An authorized investment of public funds made before the effective date of this Act is governed by the law in effect immediately before that date, and that law is continued in effect for that purpose.”

Opinion Notes

Attorney General Opinions

Fund Investment. —

While a local governmental body may “invest” its funds in money market deposit accounts under chapter 2256, Government Code, the Public Funds Investment Act, those funds are governed, when they exceed the maximum amount insured under federal law, by chapter 2257, Government Code, the Public Funds Collateral Act. 2011 Tex. Op. Att’y Gen. GA-0834.

Applicability.

Consistent with Texas Attorney General Opinion GA-0834 (2011), a court could conclude that a time deposit account fully insured by the Federal Deposit Insurance Corporation is within the scope of an “other obligation” under [Tex. Gov’t Code Ann. § 2256.009\(a\)\(4\)](#). 2017 Tex. Op. Att’y Gen. KP-0128.

A court would likely conclude that a money market deposit, in an amount exceeding the amount of FDIC insurance, could be secured by another obligation in [Tex. Gov’t Code Ann. § 2256.009\(a\)\(4\)](#). 2017 Tex. Op. Att’y Gen. KP-0128.



KEN PAXTON
ATTORNEY GENERAL OF TEXAS

January 17, 2017

Mr. Lloyd B. Tisdale
President
San Jacinto River Authority
Post Office Box 329
Conroe, Texas 77305

Opinion No. KP-0128

Re: Whether certain financial transactions of the San Jacinto River Authority comply with the Public Funds Investment Act and the Public Funds Collateral Act (RQ-0118-KP)

Dear Mr. Tisdale:

You ask whether five particular financial transactions contemplated by the San Jacinto River Authority (“Authority”) fully comply with the Public Funds Investment Act (“PFIA”) and the Public Funds Collateral Act (“PFCFA”).¹ At the outset, we note that your questions involve the consideration of many fact issues. Because such fact intensive inquiries are beyond the scope of an attorney general opinion, we cannot approve of the proposed transactions as a matter of law but can offer only general guidance.

We begin with an overview of the two statutes you raise. The PFIA, chapter 2256 of the Government Code, generally governs the investment of public funds under the control of the governing body of certain entities. *See* TEX. GOV’T CODE § 2256.003; *see also id.* § 2256.001 (providing that chapter 2256 “may be cited as the Public Funds Investment Act”). It authorizes investment of public funds “in investments authorized under this subchapter in compliance with investment policies approved by the governing body and according to the standard of care prescribed by Section 2256.006.” *Id.* § 2256.003(a) (applying to local governments); *see also id.* §§ 2256.002(7) (defining “local government” to include “a district or authority created under . . . Section 59, Article XVI, Texas Constitution” such as the Authority), 2256.009–.016 (enumerating the types of authorized investments). You indicate that sections 2256.009 and 2256.010 are relevant to the types of investments you describe. *See* Request Letter at 2–3.

Section 2256.009 authorizes the investment of public funds in obligations of or guaranteed by governmental entities, and can include:

- (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities; [and]

¹*See* Letter from Mr. Lloyd B. Tisdale, President, San Jacinto River Auth., to Honorable Ken Paxton, Tex. Att’y Gen. at 6–10 (July 20, 2016), <https://www.texasattorneygeneral.gov/opinion/requests-for-opinion-rqs> (“Request Letter”).

...

(4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States[.]

Id. § 2256.009(a)(1), (4) (excluding investments listed in subsection 2256.009(b)); *but see id.* § 2256.009(b) (identifying types of investments that are not authorized investments). Section 2256.010 provides that

[a] certificate of deposit or share certificate is an authorized investment . . . if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:

- (1) guaranteed or insured by the Federal Deposit Insurance Corporation . . . ; [or]
- (2) secured by obligations that are described by Section 2256.009(a) . . . [.]

Id. § 2256.010(a)(1)–(2). By its plain language, subsection 2256.010(a)(2) expressly incorporates the types of secured investments authorized in subsection 2256.009(a). *See id.*

The PFCA, chapter 2257 of the Government Code, governs the collateral requirements for deposits of certain public funds.² *See id.* §§ 2257.001–.114; *see also id.* § 2257.001 (providing that chapter 2257 “may be cited as the Public Funds Collateral Act”). Generally, chapter 2257 requires deposits of public funds to be secured by an eligible security as collateral for the protection of public money. *See id.* § 2257.021. The PFCA sets out what constitutes an eligible security, prescribes the required total value of the eligible security used to secure a deposit, and governs the contracts between the public entity and a depository and between a depository and its custodian. *See id.* §§ 2257.002(4) (defining “eligible security”), 2257.022 (setting amount of required collateral), 2257.024 (providing for contract with depository bank), 2257.041 (governing a depository’s deposit of security with custodian). For purposes of your questions, it is important to note that an eligible security under the PFCA can be an authorized investment security under provisions of the PFIA. *See id.* §§ 2257.002(4)(B) (defining “eligible security” to include an investment security), 2257.002(5)(C) (defining “investment security” to include “a security in which a public entity may invest under Subchapter A, Chapter 2256”).

²The phrase “deposit of public funds” in chapter 2257 refers to funds of a public entity that the Comptroller does not manage under chapter 404 and that are held as a demand or time deposit by an authorized depository institution. TEX. GOV’T CODE § 2257.002(3).

In your first question, you inquire whether the Authority would “be fully in compliance with the requirements of the PFIA if it deposited \$200,000 of its funds in a time deposit account fully insured by the FDIC[.]” Request Letter at 6; *see also* 12 U.S.C. § 1821(a)(1)(E) (establishing \$250,000 as the standard maximum deposit amount for purposes of the Federal Deposit Insurance Act). In this question you frame the legal issue as whether a time deposit account is an “other obligation[], . . . including obligations that are fully guaranteed or insured by the [FDIC]” under Government Code subsection 2256.009(a)(4). Request Letter at 6. You note that this office has previously determined that a “demand deposit” account could be an “other obligation” under section 2256.009. *Id.* at 7; *see* Tex. Att’y Gen. Op. No. GA-0834 (2011) at 1 (“We have found nothing in statutory or case law that would indicate that a demand account cannot be properly deemed an ‘other obligation’ under section 2256.009 of the Government Code.”).

In contrast to a “demand deposit,” a “time deposit” is a “deposit for which there is in force a contract providing that neither the whole nor a part of the deposit may be withdrawn by check or otherwise before the expiration of the period of notice that must be given in writing in advance of a withdrawal.” TEX. GOV’T CODE § 404.001(7) (defining “time deposit” for purposes of chapter 404, Government Code, governing Comptroller’s management of the State treasury); *see also* TEX. LOC. GOV’T CODE § 105.001(5). The primary difference between the two types of accounts is when the depositor may withdraw funds. Nothing in the language of section 2256.009 suggests that this distinction would prevent a time deposit from qualifying as an investment under that section. Thus, consistent with Opinion GA-0834, a court could conclude that a time deposit account fully insured by the FDIC is within the scope of an “other obligation” under subsection 2256.009(a)(4).

You next ask whether the Authority would

be fully in compliance with the requirements of the PFIA and the PFCA if it placed \$10,000,000 of its funds in a certificate of deposit issued by a depository institution that has its main office or a branch office in Texas and is backed by a federal home loan bank letter of credit securing the full deposit amount and any accrued interest[.]

Request Letter at 7. Under section 2256.010, a certificate of deposit must be (1) guaranteed or secured by the FDIC; or (2) secured by obligations that are described by subsection 2256.009(a). *See* TEX. GOV’T CODE § 2256.010(a). Because \$10,000,000 is in excess of the FDIC deposit insurance, you suggest a subsection 2256.009(a)(1) obligation can secure the amount in excess of \$250,000. Subsection 2256.009(a)(1) authorizes an investment in “obligations, including letters of credit, of the United States or its agencies and instrumentalities.” *Id.* § 2256.009(a)(1), *see also id.* § 2257.002(4)(F) (providing that a letter of credit from a federal home loan bank is an “eligible security”); *see also* Request Letter at 7. The language of subsection 2256.009(a)(1) provides that a letter of credit can be an obligation of the United States or its agencies or instrumentalities. TEX. GOV’T CODE § 2256.009(a)(1). Given the clear language of the statute, you argue that the dispositive issue is whether a federal home loan bank is such an agency or instrumentality of the United States. *See* Request Letter at 7–8.

The Federal Home Loan Bank Act created the Federal Home Loan Bank (“FHLB”) system to provide a reliable source of funds to homebuyers. *See generally* 12 U.S.C. §§ 1421–449. Twelve regional banks comprise the system along with the Office of Finance. 12 C.F.R. § 1273.1. The twelve regional banks are federally chartered but privately capitalized, privately owned, and managed independently of the government. *See* 12 U.S.C. §§ 1426 (providing for capital structure), 1427 (vesting management in a privately elected board of directors). Each regional bank is authorized to make secured advances to its member banks. *Id.* § 1430. And each regional bank has the power to borrow and give security and to pay interest thereon, and to issue debentures, bonds, or other evidences of obligation therefor. *Id.* § 1431.

Judicial treatment of an FHLB as an agency or instrumentality of the United States varies depending on the context. In the context of a dispute involving attorneys’ fees between different FHLBs, the Ninth Circuit Court of Appeals, in a frequently cited opinion, determined that the FHLB is “a federal instrumentality organized to carry out public policy and its functions are wholly governmental.” *Fahey v. O’Melveny & Myers*, 200 F.2d 420, 446 (9th Cir. 1952). But a more recent, unreported decision from a federal district court distinguished *Fahey’s* conclusion based on subsequent federal legislative changes to the FHLB system that reduced government control over FHLBs. *See Fed. Home Loan Bank of San Francisco v. Deutsche Bank Secs., Inc.*, 2010 WL 5394742, *9 (N.D. Cal. 2010) (unpublished) (noting that “Congress removed the power of Federal Home Loan Banks to serve as agents of the federal government in supervising federal savings and loan institutions”). In *Deutsche Bank Securities*, the court used a six-factor test to determine that the FHLB of San Francisco was not a governmental agency for purposes of the Federal Tort Claims Act. *See id.* at **9–11 (citing *In re Hoag Ranches v. Stockton Prod. Credit Ass’n*, 846 F.2d 1225, 1227–28 (9th Cir. 1988)). The six *Hoag* factors are:

- (1) the extent to which the alleged agency performs a governmental function;
- (2) the scope of government involvement in the organization’s management;
- (3) whether its operations are financed by the government;
- (4) whether persons other than the government have a proprietary interest in the alleged agency and whether the government’s interest is merely custodial or incidental;
- (5) whether the organization is referred to as an agency in other statutes; and
- (6) whether the organization is treated as an arm of the government for other purposes

Id. at *9. Other federal courts have utilized the same six-factor test to determine that other FHLBs are not a government “agency.” *See Fed. Home Loan Bank of Seattle v. Barclays Capital, Inc.*, No. C10-0139 RSM, 2010 WL 3662345, at *2–4 (W.D. Wash., Sept. 1, 2010) (unpublished), *Fed. Home Loan Bank of Seattle v. Deutsche Bank Secs., Inc.*, 736 F. Supp. 2d 1283, 1287–88 (W.D. Wash. 2010). In Texas, in the unemployment compensation context, the Texas Supreme Court adopted an opinion that determined, after considering holdings from three other states, that the member banks of the FHLB system are not instrumentalities of the federal government. *See Tex. Unemp’t Comp. Comm’n v. Metro. Bldg. & Loan Ass’n*, 139 S.W.2d 309, 312–13 (Tex. Civ. App.—Austin 1940, writ ref’d); *see also Rheams v. Bankston, Wright & Greenhill*, 756 F. Supp. 1004, 1008 (W.D. Tex. 1991) (holding the FHLB of Dallas is not a “federal agency” in a federal jurisdiction context).

Even in contexts unrelated to federal banking, the cases considering the key terms use different analytical frameworks, yielding different results. The Fifth Circuit used factors from an Internal Revenue Service Ruling to determine whether an employee sponsored benefit plan was an agency or instrumentality of the government in an ERISA context. *See generally Smith v. Reg'l Transit Auth.*, 827 F.3d 412, 417–18 (5th Cir. 2016) (citing IRS Rev. Rul. 89-49). The court set out the following factors:

One of the most important factors to be considered . . . is the degree of control that the federal or state government has over the organization's everyday operations. Other factors include: (1) whether there is specific legislation creating the organization; (2) the source of funds for the organization; (3) the manner in which the organization's trustees or operating board are selected; and (4) whether the applicable governmental unit considers the employees of the organization to be employees of the applicable governmental unit.

Id. at 419. In the similar context of considering the meaning of a “state instrumentality,” a Texas court of appeals looked to the common meaning of the term instrumentality. *See De Santiago v. W. Tex. Cmty. Supervision & Corrs. Dep't*, 203 S.W.3d 387, 394 (Tex. App.—El Paso 2006, no pet.). It defined the term for purposes of the Texas Human Rights Commission Act as a “branch of the state or a means through which a function of the state is accomplished.” *Id.* (citing BLACK'S LAW DICTIONARY 802 (7th ed. 1999)). Another Texas court of appeals construed “state instrumentality” under the same act to mean “an entity created pursuant to Texas statutory authority, and whose purpose includes the performance of public and governmental functions.” *Dallas/Fort Worth Int'l Airport Bd. v. Funderburk*, 188 S.W.3d 233, 237 (Tex. App.—Fort Worth 2006, pet. granted, judgment vacated w.r.m.).

However, no cases of which we are aware directly decide whether an FHLB is an agency or instrumentality of the United States for purposes of the PFIA. Without direct judicial precedent, a Texas court could look to the Fifth Circuit's recent *Smith* case and its use of IRS Ruling 89-49 factors to consider the question. *See Smith*, 827 F.3d at 417–18. Because of the private ownership, private management, and private capitalization of an FHLB, only two factors weigh in favor of a determination that an FHLB is an agency or instrumentality of the United States. A Texas court utilizing these factors would have a basis to determine that an FHLB is not an agency or instrumentality of the United States and thus is not within the scope of subsection 2256.009(a)(1).³

³The federal statute governing FHLBs expressly disclaims the full faith and credit guarantee of the United States in regard to FHLB obligations. *See* 12 U.S.C. § 1435. Despite this language, some in the industry argue that an obligation of an FHLB may be at least implicitly guaranteed as an obligation of the United States. *See generally* David Reiss, *The Federal Government's Implied Guarantee of Fannie Mae and Freddie Mac's Obligations: Uncle Sam Will Pick Up the Tab*, 42 GA. L. REV. 1019, 1042–43, 1069 (2008) (discussing the implied guarantee of government-sponsored entities, including FHLBs), Mark J. Flannery and W. Scott Frame, *The Federal Home Loan Bank System: The “Other” Housing GSE*, ECONOMIC REVIEW, Third Quarter 2006, at 33, 36. Nonetheless, the plain language of section 1435 refers to only the United States and not to its agencies or

Cf. Mendrala v. Crown Mortg. Co., 955 F.2d 1132, 1136–38 (7th Cir. 1992) (determining that the Federal Home Loan Mortgage Corporation was not an agency or instrumentality of the United States after considering a five-factor test similar to that used in IRS Ruling 89-49).

Some evidence suggests that the Legislature amended subsection 2256.009(a)(1) to expressly include the language “letters of credit” to make clear its intent that the subsection included “a letter of credit from a Federal Home Loan Bank to serve as collateral for deposit of public funds.” HOUSE RESEARCH ORG., BILL ANALYSIS, Tex. H.B. 2957, 77th Leg., R.S. (2001). Though such a statement provides some insight into the Legislature’s intent, we hesitate to rely heavily on this statement to determine whether an FHLB is an “agency or instrumentality” under the PFIA because the House Research Organization’s Bill Analysis is “not an official part of the legislative process nor an official expression of the views of the Texas House of Representatives.” HOUSE RESEARCH ORG., *About the HRO*, available at <http://www.hro.house.state.tx.us> (last visited Oct. 26, 2016). Moreover, the fact that an FHLB letter of credit may be an “eligible security” under the PFCA is not clear evidence that the Legislature contemplated an FHLB to be an agency or instrumentality of the United States for purposes of the PFIA. See TEX. GOV’T CODE § 2257.002(4)(F).

Given the lack of key jurisprudence, we cannot predict whether a Texas court would determine as a matter of law that an FHLB is an agency or instrumentality of the United States for purposes of the PFIA. Thus, we cannot advise you that this proposed transaction complies with the PFIA or the PFCA.

In your third question you ask whether the Authority would

be fully in compliance with the requirements of the PFIA and the PFCA if it placed \$10,000,000 of its funds in a certificate of deposit issued by a depository institution that has its main office or branch office in Texas and is backed by a letter of credit from an agency or instrumentality of the United States, other than [an FHLB], in an amount securing the full deposit and any accrued interest[.]

Request Letter at 8. Besides location, you do not provide us any information about the type of depository institution at issue here, other than it is not an FHLB. You tell us only that the depository institution is an agency or instrumentality of the United States, mirroring the language of the statute. See Request Letter at 8–9. To the extent the depository institution about which you ask is factually such an agency or instrumentality and is not limited by any governing statute in guaranteeing its obligations in a manner similar to section 1435, title 12, to the United States Code, a court would likely determine that a certificate of deposit investment secured by a letter of credit

instrumentalities. *Cf.* 12 U.S.C. § 2279aa-12(a)(2) (expressly disclaiming full faith and credit of certain obligations of “the United States, or any other agency or instrumentality of the United States”). In the event a court were to determine an FHLB is an agency or instrumentality of the United States, absent express reference to agencies or instrumentalities of the United States, this provision might not limit the authority of an agency or instrumentality to guarantee its own obligations.

from such entity comports with the statute. Absent more information about the institution, however, we cannot advise you about the legality of this proposed transaction under the PFIA or the PFCA.

You next question whether the Authority would

be fully in compliance with the requirements of the PFIA and PFCA if it placed \$10,000,000 of its funds in a certificate of deposit issued by a depository institution that does not have a main or office branch in Texas and is backed by a letter of credit from an agency or instrumentality of the United States in an amount securing the full deposit amount and any accrued interest[.]

Request Letter at 9. Because you inquire about a certificate of deposit, we consider section 2256.010, which is specific to certificate of deposits. “A certificate of deposit or share certificate is an authorized investment under this subchapter if the certificate is issued by a depository institution that has its main office or a branch office in this state and is” guaranteed as provided by subsection 2256.010(a)(1)–(3). TEX. GOV’T CODE § 2256.010(a)(1)–(3). As the investment you describe is not with a depository institution with a main or branch office in Texas, it does not satisfy the plain language of the first component under section 2256.010.⁴ Without this first component, the analysis does not even reach the question of whether the guaranty or security is sufficient under subsection 2256.009(a)(4). Thus, a court would likely determine that this transaction does not comply with the PFIA. As such, we do not consider issues under the PFCA.

Your final question is whether the Authority would be

fully in compliance with the PFIA and the PFCA if it made a \$500,000 money market deposit backed by another obligation listed in Section 2256.009(a), such as [an FHLB] letter of credit, to the extent the amount of the deposit and any accrued interest exceed the maximum amount of FDIC insurance[.]

Request Letter at 10. In GA-0834, this office determined that a demand deposit account could be deemed to be an “other obligation” for purposes of subsection 2256.009(a)(4). *See* Tex. Att’y Gen. Op. No. GA-0834 (2011) at 1. The transaction at issue in Opinion GA-0834 involved an amount within the insurance limit of the FDIC. The issue here is whether a deposit of public funds in an amount over the federally insured amount of \$250,000 can be an investment under subsection 2256.009(a)(4) where the excess amount is “backed by another authorized entity or obligation of such entity” in subsection 2256.009(a)(4). Request Letter at 10.

In addition to “obligations that are fully guaranteed or insured by the [FDIC],” subsection 2256.009(a)(4) includes “other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or

⁴Because we conclude that it does not meet the first component, we do not address whether it meets the second.

their respective agencies and instrumentalities.” TEX. GOV’T CODE § 2256.009(a)(4). The PFCA sets the amount of the required “total value of eligible security.” *Id.* § 2257.022(a). It does not expressly require the collateral amount to be held in a singular type of security. Thus, a court would likely agree that amounts in excess of the FDIC minimum insurance could be secured or collateralized by other eligible securities. But again, without more factual information about the other entities or obligations about which you ask, we cannot determine whether this transaction complies with the PFIA. If, factually, the security is in a sufficient amount for the excess, and is fully guaranteed by the United States or its agencies or instrumentalities, and does not otherwise have a limitation akin to section 1432, title 12, to the United States Code, it is consistent with the language of subsection 2256.009(a)(4).

S U M M A R Y

Consistent with Texas Attorney General Opinion GA-0834 (2011), a court could conclude that a time deposit account fully insured by the Federal Deposit Insurance Corporation is within the scope of an "other obligation" under Government Code subsection 2256.009(a)(4).

Given the varied state of the relevant jurisprudence, we cannot predict whether a Texas court would determine as a matter of law that a federal home loan bank is an agency or instrumentality of the United States within the scope of Government Code subsection 2256.009(a)(1).

To the extent a depository institution is an agency or instrumentality of the United States and is not otherwise limited by any governing statute in guaranteeing its obligations in a manner similar to section 1435, title 12, United States Code, a court would likely determine that a certificate of deposit investment secured by a letter of credit from such entity comports with subsection 2256.009(a)(1) of the Government Code.

Under Government Code subsection 2256.010(a)(1)–(3), a deposit of funds in a certificate of deposit must be to a depository institution that has its main office or a branch office in this State.

A court would likely conclude that a money market deposit, in an amount exceeding the amount of FDIC insurance could be secured by another obligation in Government Code subsection 2256.009(a)(4).

Very truly yours,



KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General

BRANTLEY STARR
Deputy First Assistant Attorney General

VIRGINIA K. HOELSCHER
Chair, Opinion Committee

CHARLOTTE M. HARPER
Assistant Attorney General, Opinion Committee

Exhibit “D”

Winnie-Stowell Hospital District			
Executive Summary of Nursing Home Monthly Site Visits			
February 2019			
Facility	Operator		Comments
Garrison Nursing Home and Rehabilitation Center	Caring		Census: 87. The facility had their annual survey in July 2018, their POC was accepted by the state. There were no reportable incidents since the last visit. There was a surveyor in the facility during the visit. The facility has a small but effective therapy gym, it was very busy during the visit. The facility was clean and well organized.
Golden Villa	Caring		Census: 98. The facility had their annual survey in February 2019, they have not received the report from the state. There were no reportable incidents since the last visit. The facility is planning to start a renovation in the next sixty days. They will have new flooring, paint, and new furnishings in the common areas of the facility.
Marshall Manor West	Caring		Census: 58. The facility had their annual survey in February 2019, they received two health deficiencies. A full report will be available on the next visit. There were no reportable incidents since the last visit. The facility has an activity director that is dedicated to the memory care unit. That area of the facility was very clean and nicely decorated.
Marshall Manor	Caring		Census: 121. The facility had their annual survey in June 2018, their POC was accepted by the state. There were no reportable incidents since the last visit. One of the wings in the facility had new paint and flooring, it really helped the appearance of the facility. The facility is planning a Mardi Gras event during March, the facility was decorated for the occasion.
Rose Haven Retreat	Caring		Census: 48. The facility had their annual survey in June 2018, their POC was accepted by the state. There were no reportable incidents since the last visit. The outside of the facility was well kept, there were fresh flowers and plants in the front of the building. All residents appeared well-groomed and taken care of.
Park Manor of Quail Valley	HMG		Census: 97. The facility had their annual survey in January 2019, they are still awaiting the report but feel optimistic. There were no reportable incidents since the last visit. The facility presented very well, and the residents looked well cared for. The facility was hosting a dessert and beverage station in the lobby for the residents.

January 2019			
Facility	Operator		Comments
Oak Manor	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.
Oakland Manor	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.
Hallettsville Rehabilitation and Nursing Center	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.
Highland Park Rehabilitation and Nursing Center	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.
Monument Rehabilitation and Nursing Center	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.
Park Manor of Cyfair	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.
Park Manor of Cypress Station	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.
Park Manor of Humble	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.
Park Manor of Westchase	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.
Spring Branch Transitional Care Center	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.

CONTACT

Wanda Hendricks- Administrator
Teresa Westmoreland, RN- Director of Nursing

FACILITY

Garrison Nursing and Rehabilitation is a 93 bed SNF in a rural area with a census of 87 and 17 Medicare A on the day of the visit. The facility currently has an overall star rating of 3 and a star rating in Quality Measures of 4.

The DON, Teresa, assigned an RN supervisor, Brenda, to provide the tour and limited clinical information. A PASRR surveyor was in the facility at the time of the site visit. Wanda Hendricks was present but working with the surveyor.

The front yard and entry were clean and neat. Landscaping looked nice with seasonal flowers. The lobby was clean as well. The central nurses' station was clean and organized. The activity calendar was large and nicely decorated with a Mardi Gras theme. Attention was drawn to specific interest groups with upcoming events. The facility also recognizes their veterans with a recognition board which was displayed nicely.

The corridors were neat and free of clutter with no offensive odors. Rooms were toured on 100 and 200 Halls. The rooms were very clean overall with few safety concerns noted. Some residents had air freshener in their rooms brought in by family.

The dining room was neat. All tables had cloth tablecloths with attractive centerpieces. Meal times, menus, and choking intervention posters were displayed. The facility also has a private dining room which is reserved by families for special events. When not in use, the facility uses the room for low-stimulation focused dining.

The therapy gym was small but very busy. It was neat and organized. A treatment cart outside the therapy gym was clean but left unlocked.

The facility holds their QAPI meetings in the middle of the month. Their current focus is on Antibiotic Stewardship, psychoactive medication use, and falls.

SURVEY

The facility's annual survey took place on 7/12/18. The facility received no health or life safety code deficiencies. They had no complaint surveys Sept/Oct/Nov 2018.

REPORTABLE INCIDENTS

The information was not provided.

CLINICAL TRENDING

Incidents/Falls:

The information was not provided.

Infection Control:

The information was not provided.

Weight loss:

This information was not provided.

Pressure Ulcers:

This information was not provided.

Restraints:

The facility does not use restraints.

Staffing:

The information was not provided.

Quality Indicators from CMS Website- 2-29-19				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	16.4%	10.3%	12.6%	
New/Worsened Pressure Ulcers (S)	1.7%	.9%	.9%	



Garrison Nursing and Rehab
 333 N. FM 95, Garrison, TX 79645 Site Visit:
 11/29/2018

New Psychoactive Med Use (S)	2.3%	2.4%	1.9%	
Fall w/Major Injury (L)	.7%	3.4%	3.4%	
UTI (L)	3.1%	2.5%	2.9%	
Self-Reported Mod/Sev Pain (L)	1.6%	4.8%	5.8%	
High risk with pressure ulcers (L)	4.0%	5.7%	5.5%	
Loss of Bowel/Bladder Control(L)	15.2%	50.2%	48.4%	
Catheter(L)	2.5%	1.7%	1.8%	
Physical restraint(L)	0.0%	.1%	.3%	
Increased ADL Assistance(L)	19.1%	18.6%	14.9%	
Excessive Weight Loss(L)	2.1%	5.9%	7.0%	
Depressive symptoms(L)	0.0%	3.2%	4.6%	
Antipsychotic medication (L)	13.5%	13.5%	14.8%	

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.



Garrison Nursing and Rehab
 333 N. FM 95, Garrison, TX 79645 Site Visit:
 11/29/2018

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

QIPP Component 3 (High) Quality Metrics for Sept/Oct/Nov 2018					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury					Info not provided
High Risk W/Pressure Ulcers					Info not provided
Physical restraints					Info not provided
Antipsychotic medication					Info not provided

CONTACT

Krystal Fahrney- Administrator
Stacey Dodd- Director of Nursing
Kathy Snow- Business Office Manager

FACILITY

Golden Villa is a 111-bed facility with a current overall star rating of 4 and a Quality Measures star rating of 5. The census on the date of this visit was 98 with 18 Medicare.

The Business Office Manager gave a tour of the facility. Their annual survey had just concluded on 2/27/19. She is not sure what the outcome will be. Surveyors entered on Monday, 2/25/19, and exited on Wednesday, 2/27/19, in the evening.

The grounds and parking lot in the front of the facility were neat and tidy, but there were cigarette butts in the parking lot. The lobby was neat and clean with no odors. Bulletin boards displaying facility activities and features (Gold Glamour Girls donning blue hats and blouses) were tastefully done and contributed to a positive perception of the facility. According to the BOM, the facility is to start a renovation soon.

On 300 Hall, the floors were dull but clean. There were no odors. The nurses' station was neat and uncluttered. Oxygen signs were needed outside the door to room 307. Dirty linen was on the floor in room 305. Wallpaper was peeling in several room, but all will be replaced with the renovation. The therapy gym was very busy. It was freshly painted, had nice light fixtures, and attractive flooring.

The dining room was spacious and clean, but the floors were dull. Choking intervention posters were displayed as well as the menu and meal times. The outdoor gazebo area showed very well with outdoor furniture and raised flower beds.

Staff was dressed neatly and professionally. Residents appeared well-groomed and content. Their wheelchairs and walkers appeared clean.

The business office manager reports that the renovation should begin within the next 60 days. They will have new flooring, wallpaper or paint, new lighting throughout the facility, and some new furnishings in the common areas.

SURVEY

The facility's annual survey had just concluded on 2/27/19. They had a complaint survey on 9/26/19 which resulted in 3 deficiencies.

REPORTABLE INCIDENTS

Information not provided.

CLINICAL TRENDING**Incidents/Falls:**

Information not provided.

Infection Control:

Information not provided.

Weight loss:

Information not provided.

Pressure Ulcers:

Information not provided.

Restraints:

Information not provided.

Staffing:

Information not provided.

Quality Indicators from CMS Website- 2-28-19				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	2.0%	10.3%	12.6%	
New/Worsened Pressure Ulcers (S)	0.7%	.9%	.9%	
New Psychoactive Med Use (S)	3.0%	2.4%	1.9%	
Fall w/Major Injury (L)	2.3%	3.4%	3.4%	
UTI (L)	0%	2.5%	2.9%	
Self-Reported Mod/Sev Pain (L)	3.7%	4.8%	5.8%	
High risk with pressure ulcers (L)	4%	5.7%	5.5%	
Loss of Bowel/Bladder Control(L)	29.2%	50.2%	48.4%	
Catheter(L)	1.6%	1.7%	1.8%	
Physical restraint(L)	0%	.1%	.3%	
Increased ADL Assistance(L)	15.1%	18.6%	14.9%	
Excessive Weight Loss(L)	7.4%	5.9%	7.0%	
Depressive symptoms(L)	0%	3.2%	4.6%	
Antipsychotic medication (L)	6.3%	13.5%	14.8%	

QIPP Information not provided.

CONTACT

Cecile Caballero- Administrator
Lakeisha Owens, RN- Director of Nursing

FACILITY

Marshall Manor West is a 115-bed facility with a current over all star rating of 4 and a Quality Measures rating of 5. The census on the date of this visit was 58.

The Director of Nursing provided clinical information and tour of facility. Walk-up curb appeal was very nice with seasonal flowers; however, there were cigarette butts in the parking lot. The front area presents like a cozy living room. It was clean and odor-free. Hallways are free of clutter and the floors looked very nice. Residents were appropriately dressed and appeared content. There were no odors detected in the corridors.

The facility has 3 nurses' stations and 3 dining rooms. Resident rooms observed on C Wing were well maintained and organized with no safety hazards and appropriate signage for oxygen use. There was a treatment cart left unlocked, but it was quickly corrected.

The laundry room was neat and organized. Lint traps had been emptied. Staff was very knowledgeable regarding SDS books and the operation of the department.

The floors in the secured wing was nicely decorated. The facility has a dedicated activity director for memory care who was present and working with several residents. The atmosphere was quiet and calm. The linen cart observed was neat and orderly and kept closed. The housekeeping cart was unlocked and there were multiple chemicals out within the residents' reach. The DON educated the housekeeper regarding the safety concern. The rooms were neat and orderly and there were no odors detected. The residents were well-groomed.

Linen handling was observed during the tour. The C.N.A. observed was carrying dirty linen across the hall to her barrel. Education was provided to her by the DON. No other issues were observed.

The therapy gyms were very busy with residents. Both rooms were neat and organized.

The DON reports that the QAPI focus is on pressure ulcers and falls with injury. She is also working on staffing.

SURVEY

The facility's annual survey was conducted on 2-4-19. They received 2 health deficiencies. They had no complaint surveys during Sept/Oct/Nov 2018.

REPORTABLE INCIDENTS

This information was not provided.

CLINICAL TRENDING

Incidents/Falls:

This information was not provided.

Infection Control:

This information was not provided.

Weight loss:

This information was not provided.

Pressure Ulcers:

This information was not provided.

Restraints:

This information was not provided.

Staffing:

The facility currently has two openings for C.N.A.s.

Quality Indicators from CMS Website- 2-28-19				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	4.1%	10.3%	12.6%	
New/Worsened Pressure Ulcers (S)	0%	.9%	.9%	
New Psychoactive Med Use (S)	0%	2.4%	1.9%	
Fall w/Major Injury (L)	2.6%	3.4%	3.4%	
UTI (L)	1.5%	2.5%	2.9%	
Self-Reported Mod/Sev Pain (L)	0%	4.8%	5.8%	
High risk with pressure ulcers (L)	4.5%	5.7%	5.5%	
Loss of Bowel/Bladder Control(L)	34.1%	50.2%	48.4%	
Catheter(L)	1.5%	1.7%	1.8%	
Physical restraint(L)	0%	.1%	.3%	
Increased ADL Assistance(L)	10.9%	18.6%	14.9%	
Excessive Weight Loss(L)	8.7%	5.9%	7.0%	
Depressive symptoms(L)	63.3%	3.2%	4.6%	
Antipsychotic medication (L)	21.6%	13.5%	14.8%	

QIPP components were not provided.

CONTACT

Linda Benson, RN, Administrator
Cassandra Mims, RN- Director of Nursing

FACILITY

Marshall Manor is a 169-bed facility with a current over all star rating of 5 and a Quality Measures rating of 5. The census on the date of this visit was 121: Private Pay- 18, Medicare- 19, and Medicaid- 72, Hospice- 12

The Administrator provided limited clinical information and tour of facility. Walk up curb appeal very well maintained, given the winter season. The lobby area was neat and clean. All required postings were present.

A Hall was free of clutter and had no offensive odors. The paint and floor color schemes looked very nice. This wing is used primarily for hospice care. The activity room is spacious and clean.

The B wing had new paint and flooring. It looked clean and was odor free. Rooms toured presented well, and no safety hazards were identified.

The dining room was clean with the menu, meal times, and choking intervention posters present. The facility is preparing for their Mardi Gras event in March. The décor for the event was festive. They have an ornate steam table which is used for events.

The facility is preparing for their Disaster Drill in March. They will do an active shooter drill which will involve the high school students, volunteers, the police department, fire department, and a local hospital (their ER as part of the drill).

The administrator reports that the facility is focusing on PDPM education and staffing, which has been a challenge. They currently have PIPs for returns-to-acute and falls. They will start tracking pressure ulcers in March as they are taking new residents with wounds. They have reportedly reduced their falls with injury.

SURVEY

The facility's annual survey was conducted on 6/28/18. They received 1 health deficiency and 1 life safety code deficiency. They had no complaint surveys during Sept/Oct/Nov 2018.

REPORTABLE INCIDENTS

The information was not provided during the tour.

CLINICAL TRENDING

Incidents/Falls:

Information was not provided during the tour.

Infection Control:

Information was not provided during the tour.

Weight loss:

Information was not provided during the tour.

Pressure Ulcers:

Information was not provided during the tour.

Restraints:

Information was not provided during the tour.

Staffing:

Information was not provided during the tour.

Quality Indicators from CMS Website- 2-28-19				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	20.7%	10.3%	12.6%	
New/Worsened Pressure Ulcers (S)	0%	.9%	.9%	
New Psychoactive Med Use (S)	3.6%	2.4%	1.9%	



Marshall Manor Nursing and Rehab
 1007 S. Washington Ave. Marshall, TX 75670 Site
 Visit: 2/27/2019

Fall w/Major Injury (L)	3.8%	3.4%	3.4%	PIP in place
UTI (L)	2.0%	2.5%	2.9%	
Self-Reported Mod/Sev Pain (L)	7.3%	4.8%	5.8%	
High risk with pressure ulcers (L)	3.4%	5.7%	5.5%	
Loss of Bowel/Bladder Control(L)	35.8%	50.2%	48.4%	
Catheter(L)	.8%	1.7%	1.8%	
Physical restraint(L)	0%	.1%	.3%	
Increased ADL Assistance(L)	7.6%	18.6%	14.9%	
Excessive Weight Loss(L)	6.1%	5.9%	7.0%	
Depressive symptoms(L)	0.9%	3.2%	4.6%	
Antipsychotic medication (L)	1.2%	13.5%	14.8%	

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	9-13-18 10-11-18 11-8-18	9-13-18 10-11-18 11-8-18	Y	



QIPP Component 2 (Modest) Quality Metrics for 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 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					

CONTACT

Jonathan Mingle, Administrator
Iiesha Taylor, Director of Nursing

FACILITY

Rose Haven Retreat is a licensed 108- bed facility with an overall star rating of 2 and a rating of 4 stars in Quality Measures. Current census on the date of the visit was 48 with 2 Medicare.

External grounds look manicured and neat with seasonal flowers and plants. There were numerous cigarette butts in the parking lot. The lobby area was neat and clean. There were grievance forms available and the survey binder was current. No odors were detected.

The Administrator provided a tour of the facility.

The kitchen did not present well on this visit (also noted during visit in November 2018). The stove and over were dirty as were several counters and shelves. The floors were dirty. Items in the refrigerator were stored properly but several items were not dated. The pantry was neat and organized with times stored and dated properly. Temperature logs were up-to-date. Staff were dressed properly, and all wore hairnets.

Hall 1 was neat with minimal clutter. The linen cart was open. A resident in room 11 was exposed but this was corrected. Rooms were clean and free from odor. Residents appeared well-groomed. Most wheelchairs and walkers appeared clean.

The clean linen room was neat and organized. The nurses' station was neat and clutter was minimal.

SURVEY

The facility had their annual survey on 6/14/18. They received no health deficiencies and 5 life safety code deficiencies. They have had no complaint surveys during Sept/Oct/Nov 2018.

REPORTABLE INCIDENTS

None were reported by the administrator.

CLINICAL TRENDING**Incidents/Falls:**

The information was not provided during the tour.

Infection Control:

The information was not provided during the tour.

Weight loss:

This information was not provided during the tour.

Pressure Ulcers:

This information was not provided during the tour.

Restraints:

The facility does not use restraints.

Staffing:

The DON reports that the facility is fully staffed.

Quality Indicators from CMS Website 2-29-19				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	11.7%	10.3%	12.6%	
New/Worsened Pressure Ulcers (S)	0%	.9%	.9%	
New Psychoactive Med Use (S)	0%	2.5%	1.9%	
Fall w/Major Injury (L)	1.7%	3.4%	3.4%	PIP in place
UTI (L)	6.7%	2.5%	2.9%	
Self-Reported Mod/Sev Pain (L)	0%	4.8%	5.8%	



Rose Haven Retreat, 200 Live Oak Dr., Atlanta, TX
75551
Site Visit: 2/28/2019

High risk with pressure ulcers (L)	3.0%	5.7%	5.5%	
Loss of Bowel/Bladder Control(L)	36.2%	50.2%	48.4%	
Catheter(L)	0%	1.7%	1.8%	
Physical restraint(L)	0.0%	.1%	.3%	
Increased ADL Assistance(L)	15.5%	18.6%	14.9%	
Excessive Weight Loss(L)	12.4%	5.9%	7.0%	
Depressive symptoms(L)	0.6%	3.2%	4.6%	
Antipsychotic medication (L)	21.4%	13.5%	14.8%	PIP in place

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	9/13/18	9/13/18	Y	NA
	10/12/18	10/12/18		
	11/13/18	11/13/18		

QIPP information and data for Components 2 and 3 were not provided during the visit.

CONTACT

A.V. Meghani- Administrator
Susan Joy, BSN, RN - DON

FACILITY

Park Manor Quail Valley is a 125-bed facility with an overall star rating of 3 and Quality Measures star rating of 5. The census on the date of this visit was 97: Private Pay- 9, HMO- 9, Medicare- 5, Medicaid- 64, and Hospice- 8.

The new administrator was present at the site visit and provided clinical information and a tour of facility. Walk up curb appeal was pleasant; however, there was trash in several places in the parking lot. The lobby area was neat and nicely decorated. The facility had set up a dessert and beverage station in the lobby that the residents were enjoying.

The nurses' station was neat and uncluttered. Residents in the area appeared well-groomed. Their wheelchairs and walkers were clean as well. Rooms on 100 Hall presented well. There were no odors detected. Several female residents were noted with facial hair. Rooms on 400 Hall were neat and clean also. Floors on both halls looked very nice. Several basins and personal items were unlabeled in the bathrooms in several rooms. A Medication cart was blocking the fire doors on the hall.

The dining room was neat and clean. The floors shined. Menus were posted as were meal times. The kitchen was clean. Foods were labeled and dated properly. Temperature logs were up-to-date.

The therapy gym was clean and orderly. The therapists were busy treating residents. There was an unsecured oxygen cylinder against a wall. No other safety hazards were observed.

SURVEY

The facility had their annual survey in January. According to the administrator, the facility did well. They had a complaint survey on 11/1/18 which resulted in 2 deficiencies.

REPORTABLE INCIDENTS

In the previous quarter there were 0 self-reports and 0 complaints.

CLINICAL TRENDING**Incidents/Falls:**

Sept/Oct/Nov 2018 – 38 falls without injury; 0 falls with injury; 5 skin tears; 2 bruises; 2 lacerations; 1 behavior.

Infection Control:

Sept/Oct/Nov 2018 – 14 UTIs; 2 URIs; 3 GI Tract Infections; 1 other for a total of 20 infections.

Weight loss:

Sept/Oct/Nov 2018 – 20 residents with significant weight loss- 9 with 5-10% weight loss in 30 days and 11 with >10% weight loss in 6 months.

Pressure Ulcers:

Sept/Oct/Nov 2018 – 26 residents had pressure ulcers with a total of 44 sites, 6 which were acquired in-house.

Restraints:

Sept/Oct/Nov 2018 – 0 restraints

Staffing:

Currently the facility has 1 opening for a 10pm to 6am charge nurse and 9 openings for C.N.A.s- 4 on 6am-2pm shift, 3 on 2pm-10pm shift, and 2 on 10pm-6am shift.

Quality Indicators from CASPER Report – Sept/Oct/Nov 2018				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	4.1%	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)	1.2%	3.5%	3.5%	
UTI (L)	0%	2.6%	3.0%	
Self-Reported Mod/Sev Pain (L)	1.6%	4.8%	6.0%	
High risk with pressure ulcers (L)	6.1%	6.0%	6.0%	
Loss of Bowel/Bladder Control(L)	77.4%	50.6%	48.2%	
Catheter(L)	5.3%	2.0%	2.0%	
Physical restraint(L)	0%	.1%	.3%	
Increased ADL Assistance(L)	13.5%	18.7%	14.9%	
Excessive Weight Loss(L)	0%	6.1%	7.4%	
Depressive symptoms(L)	0%	3.0%	4.7%	
Antipsychotic medication (L)	10.3%	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	9/11/18	9/20/18	Y	
	10/9/18	10/20/18		
	11/13/18	11/13/18		

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%	1.20%	1.23%	Y	
High Risk W/Pressure Ulcers	5.57%	6.78%	4.84%	Y	
Physical restraints	0%	0%	0%	Y	
Antipsychotic medication	15.24%	11.4%	9.33%	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					Information not available



Park Manor of Quail Valley
2350 FM 1092, Missouri City, TX 77459 Site Visit:
2/26/2019

High Risk W/Pressure Ulcers					Information not available
Physical restraints					Information not available
Antipsychotic medication					Information not available

Exhibit “E”

Exhibit “F”

Census	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Texas Average
ER Visits	234	211	233	217	223	240	184	
Conversion to Inpatient/observation	17	20	18	19	17	20	15	
<i>Percentage</i>	7%	9%	8%	9%	8%	8%	8%	
Transferred out	22	16	13	20	18	16	11	
<i>Percentage</i>	9%	8%	6%	9%	8%	7%	6%	
ER shifts covered by doctors	0%	40%	45%	65%	72%	55%	61%	
Average Inpatient days per day	1.61	1.50	3.61	2.60	2.45	1.68	2.71	1.63
CTs	75	82	74	71	52	52	35	
Xrays	286	253	295	235	245	257	266	
Ultrasounds	41	34	39	30	32	18	33	
Encounters - Adult Clinic	653	614	789	606	602	673	644	
Encounters - Pediatric Clinic	323	331	425	276	284	334	346	
Behavioral Health patients	78	79	74	65	67	76	77	
Physical Therapy	5	6	7	6	10	9	3	

Additional Items:

- * Health Fair will be held on Saturday March 23rd
- * X-Ray Suite. Waiting on electrical team to complete work.
- * Plan for ER Waiting Room Changes
- * Dr. Fasulo, Dr. Meshel, Dr. Watkins, Dr. Conjoyan, Dr. Latif, Dr. Eaves



Sherrie Norris <sherrie@wshd-tx.com>

Website update for Meeting tonight

1 message

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”

**RESOLUTIONS OF
WINNIE STOWELL HOSPITAL DISTRICT
BOARD OF DIRECTORS**

WHEREAS, the Board of Directors (the “**Board**”) of Winnie Stowell Hospital District (the “**District**”) previously authorized the District to participate in the Texas Quality Incentive Payment Program for qualified nursing facilities, established by the Texas Health and Human Services Commission (“**HHSC**”) and administered through, and provided for, in the Texas Register to be codified at 1 Tex. Admin. Code § 353.1303, as finally adopted by HHSC (the “**QIPP Program**”) and to execute a Lease or Sublease, a Management Agreement, an Operations Transfer Agreement, all required change of licensure documentation, and any other necessary agreements and/or amendments related to Regency IHS of La Grange LLC and Regency IHS of Fairwinds Hallettsville LLC (the “**Facilities**”) in order to participate in the QIPP Program with respect to the Facilities;

WHEREAS, in order to assist the Facilities in obtaining the working capital financing necessary to operate the Facilities, the managers of the Facilities have requested that the District grant a security interest to Capital Finance in certain of the District’s Facilities-related assets (as defined in the Security Agreement), including its accounts receivable related to the Facilities.

WHEREAS, the Board has been presented with drafts of the proposed forms of the following documents:

- (a) The Hospital Operator Security Agreement between the District and the Capital Finance (the “Security Agreement”);
- (b) The Collateral Assignment of Rights Under Hospital Agreements;
- (c) The Landlord’s Waiver and Consent between the Operator and the Capital Finance;
- (d) The Deposit Account Instructions and Service Agreement (“Shifting Control”) by and among Operator, Capital Finance, LLC (as Capital Finance for the Lenders) and Post Oak Bank, NA;
- (e) The Control Account Agreement (“Government Receivables”) by and among Operator, Capital Finance, LLC (as Capital Finance for the Lenders) and Post Oak Bank, NA; and
- (f) The Uniform Commercial Code Financing Statement (the “Agent Financing Statement”).

Collectively, these documents are referred to as “**Loan Documents.**”

WHEREAS, by executing the Loan Documents, the District shall grant a security interest in specified assets related to each Facility to Capital Finance, subject to the terms and conditions set forth therein.

WHEREAS, in the opinion of the Board, it is advisable and for the benefit of the District to execute, deliver and perform its obligations under Loan Documents.

NOW, THEREFORE, BE IT RESOLVED, that the Security Agreement and all transactions contemplated therein, including, without limitation, the granting to Capital Finance of a security interest in certain specified collateral (as defined in the Security Agreement), are hereby authorized and approved with respect to each Facility; and it is further

RESOLVED, that the officers of the District are, and each of them acting singly hereby is, authorized and directed to execute and deliver the Loan Documents in the name and on behalf of the District with such changes therein and additions thereto as the officers executing and delivering the Loan Documents may, with the advice of counsel, make, such execution and delivery to be conclusive evidence of the approval thereof; and it is further

RESOLVED, that the officers of the District are, and each of them acting singly hereby is, authorized and directed, in the name and on behalf of the District, to make, execute, deliver or file or cause to be made, executed, delivered or filed, all such further agreements, certificates, instruments and documents, and to take such other and further actions as they, or any one or more of them, in the good faith exercise of their discretion may deem proper, necessary, desirable or appropriate to carry out the purposes and intent of the foregoing resolutions, to comply with the requirements of any agreement or instrument approved by the foregoing resolutions or to carry out any of the transactions authorized by the foregoing resolutions, the authority of the taking of such action and the making, execution, delivery or filing of any such agreements, certificates, instruments and documents, to be conclusively evidenced thereby; and it is further

RESOLVED, that the authorizations herein set forth shall remain in full force and effect until written notice of their modification or discontinuance shall be given to and actually received by Capital Finance at its address designated in the Loan Documents, but no such modification or discontinuance shall affect the validity of the acts of any person authorized to so act by these resolutions performed prior to receipt of such notice by Capital Finance; and it is further

RESOLVED, that any of the foregoing actions heretofore taken by any officers of the District, in the name and on behalf of the District, are hereby ratified and approved.



Jeff Rollo, Secretary

CERTIFICATE OF WINNIE STOWELL HOSPITAL DISTRICT

The undersigned does hereby certify to Capital Finance that he is a duly appointed and acting officer of Winnie Stowell Hospital District, a hospital district organized and existing under the laws of Texas (the "***District***") and, as such, has access to its records, is familiar with the matters herein certified and is authorized to execute and deliver this certificate in the name and on behalf of the District; and hereby further certifies as follows:

Each of the following individuals is a duly appointed and acting officers of the District, holding the office/role set forth opposite his or her name, for terms expiring as indicated:

<u>Name</u>	<u>Title</u>	<u>Expiration of Term</u>
Edward Murrell	President	2020
Anthony Stramecki	Vice President	2020
Robert "Bobby" Way	Treasurer	2022
Jeff Rollo	Secretary	2020
Raul Espinosa	Director	2022

1. Attached hereto as Exhibit A is a true and correct copy of the Article IX, Section 9 of the Texas Constitution.

2. Attached hereto as Exhibit B is a true and correct copy of the District's enabling legislation found in Chapter 286 of the Texas Health and Safety Code (the "***Enabling Legislation***").

3. Attached hereto as Exhibit C is a true and correct copy of the Bylaws of the District (the "***Bylaws***").

4. Attached hereto as Exhibit D is a true, correct and complete copy of the Board of Directors of the District's resolutions (the "***Resolutions***") which was duly adopted and approved by the Board of Directors of the District, and which Resolutions have not been repealed, amended, modified, rescinded, or revoked, and remain in full force and effect in the form attached hereto.

5. The following is the signature of the officer(s) authorized to execute documents in connection this transaction.

Name of Officer

Signature

Edward Murrell, President



[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, I have executed this Certificate of the Winnie Stowell Hospital District on the 20th day of March 2019.

Winnie Stowell Hospital District

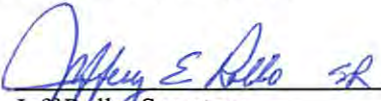
By: 
Jeff Rollo, Secretary

Exhibit “H”



**WINNIE STOWELL HOSPITAL DISTRICT
GRANT/SPONSORSHIP POLICY AND PROCEDURES**

Effective _____, 2019

Policy Statement

The Winnie Stowell Hospital District (“District”) recognizes the importance of supporting the healthcare needs of the citizens and organizations residing inside the District. Therefore, it is the policy of the District to sponsor programs, initiatives, activities, projects and other matters that assist in the designated purposes of the District as set forth in Chapters 61, 285, and 286 of the Texas Health and Safety Code. These efforts include but are not limited to increasing the quality and scope of healthcare available to the Citizens of the District and its needy inhabitants by 1) promoting cost effective health care services; 2) ensuring regulatory compliance; 3) marketing the services provided by the District; and 4) providing leadership and management. Additionally, it is the policy of the District to support activities that advance the general welfare of the District and its facilities, including activities that promote the betterment of the District’s relationships with organizations that advocate for better healthcare for all the residents inside the District if these activities are in the best interest of the District.

To this end, the District’s Directors adopt these policies and procedures so that **all** requests for public funds, except fee for services payments, shall be evaluated to ensure that the District’s funds are spent in a manner that achieve the greatest return on its investment by achieving the District’s purposes. In addition, each request must be evaluated in the context of the current financial circumstances of the District, and its forecasted needs and resources.

As careful guardians of public funds, the District must carefully consider the requests, the costs of such request, taking care to fund only the most deserving items, at a level that is consistent with the achievement of the District’s goals and the prudent financial management of the District’s affairs. All contributions made by the District must comply with Article III, Section 52(a) of the Texas Constitution as well as case law or Texas Attorney General Opinions interpreting Article III, Section 52(a).

Consequently, any expenditure of public monies must pass a three-part test developed by Texas courts and the Texas Attorney General to determine if an expenditure of money is constitutional. First, the expenditure must serve a public purpose. Second, the District must receive adequate consideration. Third, there must be adequate controls to ensure that the public purpose will be accomplished. (*See Key v. Commissioners Court of Marion County*, 727 S.W.2d 667 (Tex.App.—Texarkana, 1987, no writ) and Attorney General Letter Op. 96-035).h request must include an explanation of how it advances the sponsorship priorities described in the next section, or the policies described in the first paragraph above, and demonstrate that the proposed expenditure satisfies the legal funding requirements of the District as set forth in Article 3, Section 52(a) and is within the appropriate budgetary allowance.

Winnie Stowell Hospital District Grant/Sponsorship Priorities

Grant funding decisions will be guided by the requester's ability to satisfy one or more of the following District Grant/Sponsorship Priorities:

- I. Indigent Healthcare. As part of its statutory duty and mission of attending to and balancing the healthcare needs of the community and its needy inhabitants, the main purpose of this District and any hospital district in the State of Texas, is to assume full responsibility for providing medical and hospital care for its Indigent inhabitants without charge.
- II. Community Healthcare. In addition, the District is working to increase the quality of healthcare resources in the community in order to re-establish confidence in the healthcare providers that services the District and to encourage additional healthcare services in the District in order ease the burden of having to travel outside of the District for healthcare treatments.
- III. Economic Development. By having a vibrant healthcare delivery system in the District, the District hopes to assist in increasing the population of the District and the tax base inside the District as well as expanding the need for infrastructure development in eastern Chambers County, Texas.
- IV. Community Outreach. The District is committed to supporting community-based activities and programs that promote the general healthcare and welfare of the region and community through alliances, cooperative arrangement with other governmental and non-governmental entities, as well as other strategic opportunities identified by the District's Board, staff, and others inside the community for volunteer efforts; educational initiatives; and community outreach efforts deemed to be in the best interest of the District.

Requests from religious organizations, social organizations, health care organizations or charities will be considered if there is a direct connection to the delivery of healthcare services to the residents of the District.

Requests from schools, project graduations, and youth sports for advertising or promoting the District will be considered if there is a benefit to reaching a large audience to promote any of the District's purposes.

Approval of Participation Requests

The District's Grant/Sponsorship Policy and Procedures should serve as a guide for its community involvement efforts, including, but not limited, to contributions of funds, sponsored community partnerships, volunteer efforts, and any other means of District's involvement inside the District's geographic boundaries.

Submittal and Evaluation of Requests

As soon as practically possible, requests for District's participation in awarding grant should be submitted to the District in writing following the District's **Grant Proposal Requirements** set forth below. The District's Board, and its staff, shall evaluate requests to determine whether they fall within the grant/sponsorship priorities of the District, and the budget guidelines adopted by the District.

District's Grant Budget Guidelines

The District's Board and staff should limit grant/sponsorship expenditures to the amounts set forth in the budget guidelines adopted by the District. If there are grant/sponsorship request known by staff prior to the adoption of the District's budget, staff should recommend to the District's Board the grant/sponsorship obligations or requests for the forthcoming year at the annual District's annual Finance Committee meetings in conjunction with its submittal of other budget guidelines.

Review and Approval of Requests

District Board Members and staff can submit, for review, completed requests to the District's Finance Committee, who shall then review the request and present their recommendation to approve, deny, or leave pending the request at the soonest practical Board to the full Board for approval.

The Finance Committee of the District should deny any request that does not include an adequate explanation of how it advances the grant/sponsorship priorities described in the section hereof titled "Policy Statement" and "Grant/Sponsorship Priorities-Sponsorship Priorities,"; does not demonstrate that the proposed expenditure is within the Constitutional guidelines of the State of Texas; or is not within the appropriate budgetary allowance.

Notwithstanding the foregoing paragraphs, all request for grants/sponsorships shall be approved by the District's Board in the budget adoption process or in the course of the year during public session prior to any payment by the District.

Grant Accountability and Transparency

Progress Reports and Final Reports

Grant recipients are responsible for reporting on the use of grant funds to the District. Progress and Final reports deadlines are to be prescribed by the District before grant funds are awarded. These reports must be submitted in a timely manner to be in compliance with this policy. Progress and Final Reports contain detailed accounts of the project's implementation, including:

- A description of how the grant award has advanced the mission of District
- An account of how the recipient has utilized the grant award to achieve the specific objectives outlined in the application, including the relevant measures and data collected
- The report should also include a detailed account of spending of all the grant proceeds; account bank statements; and proof of purchases/receipts that support the report.
- Information in the reports shall be accessible to the public.

District's Right to Inspect Documents

The District reserves the right, at any time, to review grants, conduct an audit, inspect bank records, send a monitor, require additional documentation, and suspend any or all payments.

Grant Funding

It is the District's policy, if applicable, to fund grants on an as needed basis, or an agreed to schedule after receipt of the necessary reports and supporting documents.

Miscellaneous Criteria

The following criteria apply for all grants awarded:

- Unused grant funds must be returned promptly to the District
- Grant recipients must maintain copies of all receipts and bank statements related to grant-funded expenditures as required by the District and any applicable state and federal laws.
- Prior to awarding any grant payments, the District will determine a Progress reporting schedule depending on the nature of the request.
- Final reports documenting the disbursement of funds must be submitted to District on or before the within two months of the grant's total disbursement; the completion of a project; or basis for the grant request.
- Grant recipients who fail to adhere to the District's policies and guidelines in implementing and financing grant projects may be asked to return all or a portion of the grant funds in and may be barred from receiving future grants indefinitely.
- Grant recipients must agree to General Grant Terms, Conditions, and Understandings set forth in **Exhibit "A"** to this policy.

GRANT PROPOSAL REQUIREMENTS

Application Checklist: All of the following items are required for a complete grant application. Incomplete grant applications will not be considered.

- Cover Sheet** (*See Exhibit “B”*)
 - ✓ Signed by CEO, Executive Director, head of organization, Individual making

- Narrative** (*please limit narrative to 5 pages, 12 point font, single space acceptable, 1.5 preferred*)
 - ✓ **Organizational Background:** Brief history of organizational description, and affiliation with District.
 - ✓ **Description & Beneficiaries:** Need statement and summary of basis for the grant request. Please state how you determine that the funding of the request is the best way to address that need. State the impact of this grant request aligns with the Grant/Sponsorship Priorities of the Winnie Stowell Hospital District, including the expected target group and number of beneficiaries. If necessary, describe how it was determined that the request is not a duplication of efforts, and any specific plans to partner with the District. (if applicable)
 - ✓ **Evaluation Grant Request:** Include a logic model and a timeline for the achievement of the stated purpose of the grant request. State the objectives and anticipated outcomes along with method and criteria to evaluate the request. Show clear measurable outcomes and an evaluation process that is data-driven. The number of people served is an output and does not determine success or impact. State how you will measure whether the award of the grant resulted in a successful outcome.
 - ✓ **Impact and Sustainability:** Clearly and succinctly state the expected impact that the award of the grant will have and how it aligns with the mission of the District. If applicable, specify concrete plans to sustain any projects funded with grant proceeds beyond the District’s funding.
 - ✓ **Funding Request:** Specify and explain your preference for the method of funding the grant. Please keep in mind, if applicable, it is the District’s preference that grant payments be made on an as needed basis or schedule following the receipt of the necessary reports and supporting documents
 - ✓ **Timeline:** If the basis of your request is a project, please indicate a start date, key milestones, and estimated completion date.
 - ✓ **Application Budget:** (*See Exhibit “C”*)
 - ✓ Budget should include total cost of the grant request, and clearly indicate what is to be funded through the District’s grant.
 - ✓ Include a budget narrative justifying expenses, including if applicable, plans to sustain any projects funded with grant proceeds beyond the District’s funding.
 - ✓ Make sure to include other parties funding the above program/project, if applicable.

- Attachments**
 - ✓ Job descriptions and resumes of staff involved in the program/project
 - ✓ List of governing board members of organization and their affiliations.
 - ✓ Authority from governing organization to request grant funds. (If applicable.)
 - ✓ Proof of good standing and/or nonprofit status.
 - ✓ If you are requesting grant funding from parties for the same or similar reason, please include a complete copy of the application packet(s) submitted to the third parties.
 - ✓ Copy of most recent audited financials, organizational budget, and 990 forms.
 - ✓ Additional Pertinent Materials: You may attach materials that directly support the proposed grant request.

Exhibit "A"
Grant Award Letter and General Terms, Conditions, and Understandings



Date

Name
Address
City, State, Zip

Dear _____:

The Board of Directors for the Winnie Stowell Hospital District ("District") are pleased to inform you that a grant has been approved in the amount of \$_____ for **[description of grant]**.

This letter and its attachments outline the terms and conditions of accepting our grant. Please read all the terms and conditions carefully, sign, and return along with this signed contract letter no later than **[date to be returned]**. If District does not receive signed copies of its grant award letter and of these general grant terms within 14 days after the date of the District's grant award letter, this grant may be revoked.

Congratulations on this recognition of your important efforts. We look forward to working with you.

Sincerely,

Edward Murrell
President
Winnie Stowell Hospital District

GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

This Agreement by and between Winnie-Stowell Hospital District (“District”), a political subdivision of the State of Texas and _____ District and _____ (“Recipient”) sets forth the terms, conditions, and understandings of the grant (“Grant”) in the amount of _____ awarded to subject to _____ with the following conditions:

Representations and Certifications

The Recipient represents and certifies to the best of its knowledge and belief to the District as follows:

- (a) Recipient has legal authority to enter into, execute, and deliver this Agreement, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents;
- (b) Recipient has read and will comply with the GRANT/SPONSORSHIP POLICY AND PROCEDURES and the terms, conditions, provisions, covenants, requirements, and certifications in this Agreement, applicable statutory provisions, agency administrative rules, and all other documents incorporated herein by reference;
- (c) Recipient has made no material false statement or misstatement of fact in connection with the Grant application or this Agreement and its receipt of the Grant, and all of the information it previously submitted to the district or that it is required under this Contract to submit to the District relating to the Grant or the disbursement of any of the Grant is and will be true and correct at the time such statement is made;
- (d) It is in compliance in all material respects with provisions of its charter and of the laws of the State of Texas, and of the laws of the jurisdiction in which it was formed, and (i) there are no actions, suits, or proceedings pending, or threatened, before any judicial body or governmental authority against or affecting its ability to enter into this Agreement, or any document referred to herein, or to perform any of the material acts required of it in such documents and (ii) it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Contract, or any document referred to herein, or to perform any of the material acts required of it in such documents;
- (e) Neither the execution and delivery of this Agreement or any document referred to herein, nor compliance with any of the terms, conditions, requirements, or provisions contained in this Contract or any documents referred to herein, is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound; and
- (f) Recipient shall furnish such satisfactory evidence regarding the representations and certifications described herein as may be required and requested by the District from time to time.

Expenditure of Funds

This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grant award letter, Grant application, and supporting documents and may not be expended for any other purpose without the District's prior written approval.

If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned immediately to the District. Recipient agrees it shall not expend any grant funds for any political or lobbying activity or for any purpose other than one specified in section 170(c)(2)(b) of the Code.

Records and Reports

You agree to submit Progress Reports on _____ as set forth in the District's Grant Policy and to keep a record of all receipts and expenditures relating to this grant and to provide the District with a written report summarizing the project promptly following the end of the period during which you are to use all grant funds. Your reports should include:

- (a) A description of how the grant award has advanced the mission of District;
- (b) An account of how the recipient has utilized the grant award to achieve the specific objectives outlined in the application, including the relevant measures and data collected;
- (c) A detailed account of spending of all the grant proceeds; account bank statements; and
- (d) proof of purchases/receipts that support the report.

Information in the reports shall be accessible to the public. Recipient is also required to keep copies of the reports and records with respect to this Grant, for at least [_____] years following the year in which all grant funds are fully expended.

Required Notification

You are required to provide the District with immediate written notification of:

- (a) any changes in your organization's status;
- (b) your inability to expend the grant for the purposes described in the grant award letter; or
- (c) any expenditure from this grant made for any purpose other than those for which the grant was intended.

Reasonable Access for Evaluation

You will permit the District and its representatives, at its request, to have reasonable access during regular business hours to your files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as the District deems necessary or appropriate concerning this grant award.

Publicity

You will allow the District to review and approve the text of any proposed publicity concerning this grant prior to its release. The District may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in the District periodic reports, newsletters, and news releases.

Contingent upon Availability of Grant Funds

This Agreement is contingent upon funding being available for the term of the Agreement and the Recipient shall have no right of action against the District in the event that the District is unable to perform its obligations under this Agreement as a result of the suspension, termination, withdrawal, or failure of funding to the District or lack of sufficient funding of the District for this Agreement. If funds become unavailable to the District during the term of the Agreement. For the sake of clarity, and except as otherwise provided by this Agreement, if this Agreement is not funded, then both parties are relieved of all of its obligations under this Agreement.

Right to Revoke or Modify - “Event of Default”

The District reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in the District’s sole discretion, it is determined that:

- (a) Recipient fails to comply with the District’s GRANT/SPONSORSHIP POLICY AND PROCEDURES, or Terms and Conditions of this grant;
- (b) The purpose and objectives of the Grant are not being achieved or sustainable;
- (c) The Recipient is not in compliance with any state or federal law; or
- (d) The Recipient’s material misrepresentation or false covenant, representation, certification, or warranty made by Recipient herein, in the Grant application, or in any other document furnished by Recipient pursuant to this Agreement that was misleading at the time that it was made.

If District does not receive signed copies of its grant award letter and of these general grant terms within 14 days after the date of the District’s grant award letter, this grant may be revoked.

Duty to Report Event of Default - “Notice of Default”

The Recipient shall notify the District in writing promptly and in no event more than seven (7) days after it obtains knowledge of the occurrence of any Event of Default. The Recipient shall include a statement setting forth reasonable details of each Event of Default and the action which the Recipient proposes to take with respect thereto.

Interim Remedies

Upon receipt by the Recipient of a notice of Default, and at any time thereafter until such Event of Default is cured to the satisfaction of the District or this Contract is terminated, the District may enforce any or all of the following remedies (such rights and remedies being in addition to and not in lieu of any rights or remedies set forth herein):

- (a) The District may refrain from disbursing any amount of the Grant funds not previously disbursed; provided, however, the District may make such a disbursement after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder; and
- (b) The District may enforce any additional remedies it has in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the District would otherwise possess.

Obligations/Liabilities Affected by Event of Default

The Recipient shall not incur new obligations that otherwise would have been paid for using Grant funds after the receipt of notice as of Event of Default, unless expressly permitted by the District in writing, and shall cancel or suspend as many outstanding obligations as possible. The District shall not owe any fee, penalty or other amount for exercising its right to terminate the Agreement. In no event shall the District be liable for any services performed, or costs or expenses incurred, after the termination of the Agreement.

Termination of Agreement

If the District intends to terminate for an Event of Default by the Recipient, the District shall provide written notice to the Recipient and shall include a reasonable description of the Event of Default and, if applicable, the steps necessary to cure such Event of Default. Upon receiving notice from the District, the Recipient shall have thirty (30) days beginning on the day following the receipt of notice to cure the Event of Default. Upon request, the District may provide an extension of time to cure the Event of Default(s) beyond the thirty (30) day period specified herein so long as the Recipient is using reasonable efforts to cure and is making reasonable progress in curing such Event(s) of Default. The extension shall be in writing and appended to the Contract. If the Recipient is unable, or fails, to timely cure an Event of Default, unless expressly waived in writing by the District, this Contract shall immediately terminate as of the close of business on the final day of the allotted cure period without any further notice or action by the District required.

In addition, and notwithstanding the foregoing, if the District determines that certain events cannot be cured shall, the District shall give Final Event of Default under this Agreement and this Agreement shall terminate immediately.

Repayment of Grant Proceeds upon Event of Default

The District may require the Recipient to repay some or all of the disbursed Grant proceeds in the event of termination to the extent such Event of Default resulted from Grant funds being expended in violation of this Agreement. To the extent that the District exercises this option, the District shall provide written notice to the Recipient stating the amount to be repaid, applicable interest calculated not to exceed [_____] annually, and the schedule for such repayment. The Recipient may request that the District waive the interest, subject in all cases to the District's sole discretion.

INDEMNIFICATION

EXCEPT AS PROVIDED HEREIN, THE RECIPIENT AGREES TO FULLY INDEMNIFY AND HOLD THE DISTRICT AND THE STATE OF TEXAS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, COSTS, EXPENSES, LIABILITIES, CAUSES OF ACTION AND DAMAGES OF EVERY KIND AND CHARACTER (INCLUDING REASONABLE ATTORNEYS FEES) WHICH MAY BE ASSERTED BY ANY PARTY IN ANY WAY RELATED OR INCIDENT TO, ARISING OUT OF THE RECEIPT OF GRANT FUNDS BY THE DISTRICT, INCLUDING BUT NOT LIMITED TO CLAIMS OF (1) RECIPIENT'S NEGLIGENT, INTENTIONAL OR WRONGFUL PERFORMANCE OR FAILURE TO PERFORM UNDER THIS CONTRACT, (2) THE RECIPIENT'S RECEIPT OR USE OF GRANT FUNDS, (3) ANY NEGLIGENT, INTENTIONAL OR WRONGFUL ACT OR OMISSION COMMITTED BY THE RECIPIENT ASSOCIATED WITH THE GRANT; (4) ANY CLAIM OF BREACH OR NONPERFORMANCE OF ANY REPRESENTATION, COVENANT OR AGREEMENT BY RECIPIENT RESULTING FROM THE RECEIPT OF THE GRANT; OR; (5) CLAIM BY ANY CONTRACTOR, VENDOR, OR INDIVIDUAL ALLEGING DENIAL OF PAYMENT FOR GOODS, EQUIPMENT, OR SERVICES ASSOCIATED WITH GRANT BY THE DISTRICT. IN ADDITION, THE RECIPIENT AGREES TO FULLY INDEMNIFY AND HOLD THE DISTRICT AND THE STATE OF TEXAS HARMLESS FROM AND AGAINST ANY AND ALL COSTS AND EXPENSES OF EVERY KIND AND CHARACTER (INCLUDING REASONABLE ATTORNEYS FEES, COSTS OF COURT AND EXPERT FEES) THAT ARE INCURRED BY THE DISTRICT OR THE STATE OF TEXAS ARISING OUT OF OR RELATED TO A CLAIM OF THE TYPE SPECIFIED IN THE PRECEDING SENTENCE. NOTWITHSTANDING THE PRECEDING, SUCH INDEMNIFICATION SHALL NOT APPLY IN THE EVENT OF THE SOLE OR GROSS NEGLIGENCE OF THE DISTRICT

THE FOLLOWING PROCEDURE SHALL APPLY WITH RESPECT TO ANY CLAIMS OR PROCEEDINGS COVERED BY THE FOREGOING AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:

- I. DISTRICT SHALL GIVE WRITTEN NOTICE TO RECIPIENT PROMPTLY AFTER DISTRICT LEARNS OF THE CLAIM OR PROCEEDING; PROVIDED THAT THE FAILURE TO GIVE SUCH NOTICE SHALL NOT RELIEVE RECIPIENT OF ITS OBLIGATIONS HEREUNDER PROVIDED**

DISTRICT USES ITS BEST EFFORTS TO MITIGATE DAMAGES AND EXCEPT TO THE EXTENT RECIPIENT IS ACTUALLY DAMAGED THEREBY;

II. WITH RESPECT TO ANY THIRD-PARTY CLAIMS OR PROCEEDINGS AS TO WHICH DISTRICT IS ENTITLED TO INDEMNIFICATION, RECIPIENT, SUBJECT TO THE CONSENT OF THE DISTRICT THAT SHOULD NOT BE UNREASONABLY WITHHELD, SHALL HAVE THE RIGHT TO SELECT AND EMPLOY COUNSEL OF ITS OWN CHOOSING TO DEFEND AGAINST ANY SUCH CLAIM OR PROCEEDING, TO ASSUME CONTROL OF THE DEFENSE OF SUCH CLAIM OR PROCEEDING, AND TO COMPROMISE, SETTLE OR OTHERWISE DISPOSE OF THE SAME, IF RECIPIENT DEEMS IT ADVISABLE TO DO SO, ALL AT THE EXPENSE OF RECIPIENT; PROVIDED, HOWEVER, THAT DISTRICT MAY EMPLOY COUNSEL, OF ITS OWN CHOOSING, AT ITS SOLE EXPENSE. THE PARTIES WILL FULLY COOPERATE IN ANY SUCH ACTION AND SHALL MAKE AVAILABLE TO EACH OTHER ANY BOOKS OR RECORDS USEFUL FOR THE DEFENSE OF ANY SUCH CLAIM OR PROCEEDING. DISTRICT MAY ELECT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH THIRD-PARTY CLAIM IN CONNECTION THEREWITH. SUBJECT TO THE FOREGOING DISTRICT, SHALL NOT SETTLE OR COMPROMISE ANY SUCH THIRD-PARTY CLAIM WITHOUT THE PRIOR CONSENT OF RECIPIENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. INDEMNIFICATION SHALL BE DUE ONLY TO THE EXTENT OF THE LOSS OR DAMAGE ACTUALLY SUFFERED (I.E. REDUCED BY ANY OFFSETTING OR RELATED ASSET OR SERVICE RECEIVED AND BY ANY RECOVERY FROM ANY THIRD PARTY, SUCH AS AN INSURER).

Notices

All notices, requests, and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or seventy-two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail, receipt requested, or e-mail addressed to the Parties as follows:

District: Mr. Edward Murrell
President
Winnie-Stowell Hospital District
P.O. Box 1997
Winnie, Texas 77665

Recipient: _____

Notice of a change in address of one of the Parties shall be given in writing to the other party as provided above but shall be effective only upon actual receipt.

No Assignment or Delegation

Recipient may not assign, or otherwise transfer, your rights or delegate any of your obligations under this Grant without prior written approval from the District.

Compliance with Applicable Federal and State Law

The Recipient intends on conducting itself in full compliance with applicable state, local, and federal law including the federal law commonly known as the Stark Law, the Medicare and Medicaid Anti-Fraud and Abuse law, and the Texas Occupations Code Anti-Patient Solicitation law. Recipient will not intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of such laws.

Alternative Dispute Resolution

If applicable, the dispute resolution process provided for in TEX. GOVT. CODE, Ch. 2260 shall be used, as further described herein, to resolve any claim for breach of contract made against the District (excluding any uncured Event of Default). The submission, processing and resolution of a party's claim are governed by the published rules adopted by the Attorney General pursuant to TEX. GOVT. CODE, Ch. 2260, as currently effective, hereafter enacted or subsequently amended.

Applicable Law and Venue

This Contract shall be construed, and all disputes shall be considered in accordance with the laws of the State of Texas, without regard to its principles governing the conflict of laws. Provided that the Recipient first complies with procedures set forth in "Alternative Dispute Resolution," exclusive venue and jurisdiction for the resolution of claims arising from or related to this Contract shall be in Chambers County, Texas.

Attorneys' Fees

To the extent allowed by the laws of the State of Texas, in the event of any litigation, appeal or other legal action to enforce any provision of the Contract, the Recipient shall pay all expenses of such action, including attorneys' fees and costs, if the District is the prevailing party.

IN WITNESS WHEREOF, the parties hereto have duly executed this GENERAL TERMS, CONDITIONS, AND UNDERTSTANDINGS, the ____ day of _____, 201_.

<hr/> Mr. Edward Murrell President Winnie Stowell Hospital District	<hr/> Name Title Entity
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DRAFT

Exhibit "B"

**WINNIE STOWELL HOSPITAL DISTRICT
GRANT/SPONSORSHIP COVER SHEET**

(Please return to Winnie Stowell Hospital District,
P. O. Box 1997, Winnie, Texas 77665;
No later than two (2) weeks prior to the funding deadline)

Date: _____

Organization/Individual Requesting Grant Funds: _____

Organization/Individual Address: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Name of Project, Program or Event: _____

Date of Program or Event: _____

Is your organization (check one):

_____ Non-profit and classified as tax-exempt under Sections 501(c) (3) or 170(c) of the United States Internal Revenue Code (attach copy of organizations tax and exemption information)

_____ Public Agency

_____ Private Healthcare Provider

_____ None of the above

Dollar Amount or In-kind Services Requested: _____

Please provide a comprehensive description of how the District's resources will be used (Please complete below, or you may also attach support material): _____

Which of the following does the requested sponsorship support (check all that apply):

_____ Indigent Care

_____ Economic Development

_____ Community Healthcare

_____ Community Outreach

Please provide a brief description of the request provided how the request will help the District will assist the District in achieving its stated purposes. (Please complete below, or you may also attach support material): _____

Please verify that this grant is a tax free donation in which 100% of the grant proceeds will be spent for the designed purpose and no money donated by the District will be used to offset taxes of any kind.

Signature _____

Name _____

Title _____

Exhibit "C"
SAMPLE BUDGET

	Project Expenses*	WSHD Funding †	Other Funding/ In Kind ‡	Comment/Explanation
A.	Department/Agency Personnel:			
	<i>Leader % of time</i>			
	<i>Staff % of time</i>			
B.	Benefits:			
	<i>FICA</i>			
C.	Consultant/Contract Personnel:			
	<i>Evaluator if applicable</i>			
D.	Travel:			
	<i>Local mileage (specify rate)</i>			
E.	Materials/Equipment:			
	<i>Educational materials</i>			
	<i>Promotional materials</i>			
F.	Office/Other Supplies:			
	<i>Copy paper</i>			
	<i>Mailing or printing</i>			
G.	Miscellaneous:			
	<i>Atypical expenses please specify</i>			
	<i>Rent of space</i>			
H.	Indirect Cost:			
	<i>% of administrative cost</i>			
	Total Cost:			

* *Items Listed under each category are examples only*