

# Exhibit “A”

## Hubert Oxford IV

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**From:** Hubert Oxford IV  
**Sent:** Monday, April 15, 2019 9:38 AM  
**To:** 'gloriaroemer@aol.com'; Wade Thibodeaux; Wade Thibodeaux (wade@txmediacorp.com)  
**Subject:** Proposed Changes to the District's Indigent Care Assistance Program  
**Attachments:** Compared Indigent Care-Existing v. Proposed (2019.4.11).docx; Item 9-Proposed Indigent Care Amendments (w Tracked Changes).pdf

Gloria and Wade,

Attached please find a draft of the changes to the District's Indigent Care Policy that will be considered at the upcoming public hearing. It is going to be my recommendation at the hearing and the Board meeting that the District submit these proposed changes but not adopt them on Wednesday. Thereafter, I am going to recommend having a second public hearing thirty (30) days after the initial public hearing so any interested residents will have to review and be able to provide substantive feedback. This time will also be used to submit the proposed changes to the State and to get their input.

While the proposed changes appear to be extensive, a large part of the additions is clarifying types of "income" and "resources". I was asked by someone whether the reason the District was making changes was to make the Indigent Healthcare Assistance Program ("Program") more difficult to join. The answer is definitely "no". The proposed policy does not change any eligibility requirements, such as the poverty level of 150%, residency requirements, etc. Instead, the changes to policy provide 1) the District with remedies for various actions; 2) accountability measures; 3) employment incentives, and 4) makes changes consistent with how the program is being administered. Some highlights of the substantive changes and additions are as follows:

1. Penalties for fraud/misrepresentation
2. Penalties for Drug and Alcohol abuse;
3. Penalties for disruptive behavior
4. Penalties for failure to notify the District of changes in situations that may affect eligibility;
5. Ability to perform background checks and credit checks;
6. Requirements for participants to be employed or seek employment through Texas Workforce Commission (with exceptions):
7. Converts of eligibility review from one year to six months;
8. Specifies several medical conditions or procedures that are not included in the policy without District approval, including drug and alcohol rehabilitation or healthcare resulting from drug abuse;
9. Provisions to establish that an Applicant cannot have Resources above \$2,000.00 per month and qualify per Chapter 61 of the Health and Safety Code; and
10. The addition of several new forms and acknowledgements for fraud/misrepresentation and background checks.

Again, the goal in making these changes is to help the District police the Program and to make it consistent with how the Program is being administered. The District looks forward to receiving everyone's input.

Sincerely,

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**WINNIE-STOWELL HOSPITAL DISTRICT  
INDIGENT HEALTHCARE  
POLICY & PROCEDURE STATEMENT**

Subject: Indigent Care Program  
Level: Organization  
Authorization: Board of Directors  
Effective: Date: ~~January 10, 2018~~ \_\_\_\_\_, 2019

**I. MISSION STATEMENT:-**

To attend to and balance the healthcare needs of the community with fiscal responsibility.

**II. PURPOSE:-**

To establish rules and procedure that will ~~identify~~ allow *any* qualified resident of Winnie-Stowell Hospital District (WSHD) ~~who qualifies with~~ 1) a gross yearly income of less than or equal to 150% of the Federal Poverty Income Level per Household; and 2) Resources of less than \$2,000, and \$3,000 for certain elderly or disabled residents, to temporarily participate in the Indigent Care Assistance Program (~~("ICAP").~~).

**III. POLICY:**

A. The WSHD is liable for health care services as provided by the Texas Constitution and the statute creating the ~~District~~ WSHD.

B. In the event that any provision of this Policy and Procedure Statement is more restrictive than Chapter 61 of the Texas Health and Safety Code, it is the intent of the WSHD for Chapter 61 to supersede this Statement

~~B.C.~~ C. The WSHD is the payor of last resort pursuant to Section 61.060(c) of the Health and Safety Code (i.e., Indigent Healthcare Act) and is not liable for payment or assistance to an eligible resident in the hospital's service area if any other public or private source of payment is available.

~~C.D.~~ D. If another source of payment does not adequately cover a health care service a public hospital provides to an eligible resident of the hospital's service area, the hospital shall pay for or provide the health care service for which other payment is not available.

E. The WSHD is liable for health care services as provided by the Texas Constitution and the statute creating the WSHD.

F. If another source of payment does not adequately cover a health care service a public hospital provides to an eligible resident of the hospital's service area, the hospital shall pay for or provide the health care service for which other payment is not available.



#### IV. PROGRAM RESTRICTIONS AND PROHIBITIONS

A. Assignment of Rights of Recovery: The filing of an application for ICAP or the receipt of services constitutes an assignment of the applicant's or recipient's right of recovery from personal insurance or other sources. An applicant or recipient shall inform the WSHD at the time of application or any time during eligibility, of any unsettled tort claim that may affect medical needs and of any private accident or sickness insurance coverage that is or may become available. Notice must be given to WSHD within ten (10) days of the date the person learns of the insurance coverage; tort claim or potential cause of action.

B. Background and Credit Checks: All Program Applicants may be subject to a background/credit check. If there are any discrepancies, Applicants will be asked to clarify discrepancies. The purpose of the background check is to verify the truthfulness of an Applicants application and eligibility. Applicants will be asked to complete Authorization for Background Check.

C. Disruptive Behavior: Applicants or Qualified Clients who are rude; display disruptive; combative; or abusive language or behavior to the WSHD staff or staff of any Healthcare Provider may be terminated immediately from the ICAP.

1. Penalties for Disruptive Behavior is at the discretion of the Indigent Care Director.

2. If Applicant or existing Client is punished for Disruptive Behavior and believes the punishment was error or to severe, Applicant may request, in writing, that the facts surrounding the punishment and penalty assessed be reviewed according to Section XII-Appeals Process for Denial of ICAP Process.

Applicants will be asked to complete Fraud/Misrepresentation & Disruptive Behavior Policy.

D. Fraud/Misrepresentations: Fraud or Misrepresentation of facts or any attempt by any applicant or interested party to circumvent the policies of the WSHD in order to become or remain eligible is grounds for immediate and permanent refusal of assistance. Furthermore, persons who intentionally misrepresent information to receive benefits that they are not entitled to receive shall be responsible, to the fullest extent of the law, for the cost of those services received.

3. Penalties for Fraud/Misrepresentation is at the discretion of the Indigent Care Director.

4. If Applicant or existing Client is punished for Fraud/Misrepresentation and believes the punishment was error or to severe, Applicant may request, in writing, that the facts surrounding the punishment and penalty assessed be reviewed according to Section XII-Appeals Process for Denial of ICAP Process.

Applicants will be asked to complete Fraud/Misrepresentation & Disruptive Behavior Policy.

E. Drug Abuse: Any ICAP Client arrested for possession of a crime involving illegal substances, including, but not limited to, possession of an illegal substance; drug fraud; and/or manufacture or delivery of controlled substances in any "Penalty Group" defined under the Texas Health & Safety Code will be suspended from the ICAP until the case is adjudicated. Conviction of any of these crimes will mean the ICAP Client may be permanently denied program benefits.

Applicants will be asked to complete Fraud/Misrepresentation & Disruptive Behavior Policy.

F. Alcohol Abuse: Clients may also be terminated from the ICAP for continued alcohol abuse as evidenced by alcohol related arrests.

1. Penalties for Fraud/Misrepresentation is at the discretion of the Indigent Care Director.
2. If Applicant or existing Client is punished for Fraud/Misrepresentation and believes the punishment was error or too severe, Applicant may request, in writing, that the facts surrounding the punishment and penalty assessed be reviewed according to Section XII-Appeals Process for Denial of ICAP Process.

Applicants will be asked to complete Fraud/Misrepresentation & Disruptive Behavior Policy.

G. At Fault Injuries: Be aware that a person involved in a motor vehicle accident or an assault will not receive benefit coverage for any medical expenses related to that accident or assault, unless proper documentation is provided showing no other liability. The minimum documentation required consists of at least police report or auto insurance information. Other documentation may be necessary.

Applicants will be asked to complete Fraud/Misrepresentation & Disruptive Behavior Policy.

#### **H.V. ELIGIBILITY:-**

A. "Disqualified Persons" are:

3. A person who receives or is categorically eligible to receive Medicaid;
4. A person who receives TANF benefit;
5. A person who receives SSI benefits and is eligible for Medicaid;

6. A person who receives Qualified Medicare Beneficiary (QMB), Medicaid Qualified Medicare Beneficiary (MQMB);

7. Specified Low Income Medicare Beneficiary (SLMB);

8. Qualified Individual-1 (QI- 1);

9. Qualified Disabled and Working Individuals (QDWI), and

10. A Medicaid recipient who partially exhausts some component of his Medicaid benefits.

D.B. Citizenship: A person applying for WSHD ICAP must be one of the following:

1. A natural born citizen

2. A naturalized citizen; ~~or~~

2.3 A Sponsored Alien. A "sponsored alien" means a person who has been lawfully admitted to the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. Section 1101 et seq.) and who, as a condition of admission, was sponsored by a person who executed an affidavit of support on behalf of the person. See Tex. Health & Safety Code Section 61.008(c).

3.4 Documented Alien: A documented alien that has a green card and has had the status for at least five (5) years from their legal entry date into the United States.

4.5 Legally Admitted Alien: An alien legally admitted for permanent resident who is:

~~a.~~

a. An honorably discharged U.S. Veteran, or

~~b.~~

b. U.S. active duty military personnel, or the spouse, or

c. ~~e.~~ Minor unmarried- dependent child of an honorably discharged U.S. Veteran or U.S. active duty military personnel.

E.C. Residence Eligibility

1. A person must live in the WSHD when the person applies.

2. A person lives in the WSHD if the person's home or fixed place of habitation is ~~located~~ in the ~~District~~ WSHD and he intends to return to the ~~District~~ WSHD after any temporary absences.

3. A person with no fixed residence or a new resident in the WSHD who declares intent to remain in the WSHD is also considered a WSHD resident.

4. A person does not lose his residency status because of a temporary absence from the WSHD. No time limits are placed on a person's absence from the WSHD.

4.5. An applicant who is absent from the WSHD for more than 180 days must re-apply for eligibility;

5.6. A person cannot qualify for benefits set forth in Chapter 61 of the Texas Health and Human Resources Code from more than one hospital district or county simultaneously;  
~~or~~

F.D. \_\_\_\_\_ Persons Not Considered Residents:

1. An inmate or resident of a state school or institution operated by any state agency;
2. An inmate, patient, or resident of a school or institution operated by a federal agency;
3. A minor student primarily supported by his parents whose home residence is in another district, county or state;
4. A person who moved into the WSHD solely for the purpose of obtaining health care assistance.
5. A person who maintains a residence or homestead elsewhere.

G.E. \_\_\_\_\_ Verifying Residency: A resident of the WSHD must submit a minimum of two of the following documents as proof of residents within the WSHD

1. Mail addressed to the applicant, his spouse, or children;
2. Texas driver's license or other official identification;
3. Rent, mortgage payment, or utility receipt;
4. Property tax receipt;
5. Voting record;
6. School enrollment records;
7. Statement from a landlord, a neighbor, or other reliable source; or
8. Three (3) consecutive months of receipts in the name of the applicant for:

- a. Utility bills;
  - b. Rent/mortgage payments;
  - c. Lease agreements;
9. No medical or hospital bills, invoices, nor claims may be used to prove/verify a residence.

F. D. — “Household”:

1. General Principles A Household is a person living alone or two or more persons living together where legal responsibility for support exists, excluding disqualified persons. A disqualified person is not a Household member regardless of his legal responsibility for support.
2. Disqualified Persons: A person is disqualified from being part of the Household regardless of his legal responsibility for support. Reasons for being a Disqualified Person are:
  - a. A person who receives or is categorically eligible to receive Medicaid;
  - b. A person who receives SSI benefits;
  - c. A person who receives Qualified Medicare Beneficiary (QMB);
  - d. Medicaid Qualified Medicare Beneficiary (MQMB);
  - e. Specified Low-Income Medicare Beneficiary (SLMB);
  - f. Qualified Individual-1(QI-1) or Qualified Disabled and Working Individuals (QDWI), and
  - g. a Medicaid recipient who partially exhausts some component of his Medicaid benefits.
3. One-Person Household
  - a. A person living alone;
  - b. An adult living with others who are not legally responsible for the adult’s support;
  - c. A minor child living alone or with others who are not legally responsible for the child’s support;
  - d. A Medicaid-ineligible spouse;
  - e. A Medicaid-ineligible parent whose spouse and/or minor children are Medicaid-eligible;
  - f. An inmate in a county jail (not state or federal).
4. Group Households: Two or more persons who are living together and meet one of the following descriptions:
  - a. Two persons legally married to each other,
  - b. Two persons who are legally married and not divorced,
  - c. One or both legal parents and their legal minor children,

- d. A managing conservator and a minor child and the conservator’s spouse and other legal minor children, if any,
- e. Minor children, including unborn children, who are siblings, and
- f. Both Medicaid-ineligible parents of Medicaid-eligible children.

H.G. Financial Eligibility:

- 1. Services shall be provided to those residents of the WSHD who have:
  - a. “Income” Requirement: a gross yearly **Income of** less than or equal to **150% of the Federal Poverty Income Level per Household**, and who are not eligible/Disqualified Persons; and
  - b. “Resources” Requirement: Resources may not exceed \$2,000 or \$3,000 for Medicare, Medicaid or a person meeting the relationship/relative requirements who is aged or disabled living in the house.

**VI. INCOME**

A. General Principles

- 1. Monthly Income Levels: Income levels are based on monthly income using the most current Federal Poverty Guidelines. For purposes of an example only, the following table is based on the 2018 Federal Poverty Guidelines:

<u>Household/ Family Size</u>	<u>150% Per Year</u>	<u>150% Per Month</u>
<u>1</u>	<u>\$18,210.00</u>	<u>\$1,517.50</u>
<u>2</u>	<u>\$24,690.00</u>	<u>\$2,057.50</u>
<u>3</u>	<u>\$31,170.00</u>	<u>\$2,597.50</u>
<u>4</u>	<u>\$37,650.00</u>	<u>\$3,137.50</u>
<u>5</u>	<u>\$44,130.00</u>	<u>\$3,677.50</u>
<u>6</u>	<u>\$50,610.00</u>	<u>\$4,217.50</u>
<u>7</u>	<u>\$57,090.00</u>	<u>\$4,757.50</u>
<u>8</u>	<u>\$63,570.00</u>	<u>\$5,297.50</u>
<u>9</u>	<u>\$70,050.00</u>	<u>\$5,837.50</u>
<u>10</u>	<u>\$76,530.00</u>	<u>\$6,377.50</u>
<u>11</u>	<u>\$83,010.00</u>	<u>\$6,917.50</u>
<u>12</u>	<u>\$89,490.00</u>	<u>\$7,457.50</u>
<u>13</u>	<u>\$95,970.00</u>	<u>\$7,997.50</u>
<u>14</u>	<u>\$102,450.00</u>	<u>\$8,537.50</u>

- 2. Income: Income is any type of payment that is of gain or benefit to the household. Income is either Countable or Exempt

- a. Income is either “Countable” or “Exempt” as proscribed in the budget process established by the Texas Health and Human Services Commission. (See Tex. Adm. Code §14.104).
  - b. Countable Income is either Earned or Unearned.
    - i. Earned Income: Income related to employment and entitles the household to deductions not allowed for unearned income.
    - ii. Unearned Income: Payments received without performing work-related activities. It includes benefits from other programs.
3. The income of all Household members is considered.
  4. Household must pursue and accept all income to which the Household is legally entitled, unless it is unreasonable to pursue the resource. Reasonable time (at least three (3) months) must be allowed for the Household to pursue the income, which is not considered accessible during this time.
  5. If attempts to verify income are unsuccessful because the payer fails or refuses to provide information and other proof is not available, the Household’s statement is used as best available information.
  6. All income of a disqualified person is exempt.
  7. Income of disqualified and non-Household members is excluded but may be included if processing an application for a sponsored alien.

## B. Types of Income

1. Adoption Payments-Exempt
2. Alien Sponsor’s Income-Countable:
  - a. Calculate the total income accessible to the alien sponsor’s Household according to the same rules and exemptions for income that apply for the sponsored alien applicant. The total countable income for the alien sponsor Household will be considered unearned income and added to the total countable income of the sponsored alien applicant.
  - b. Per Texas Health and Safety Code, Chapter 61, §61.012. Sec. 61.012 "sponsored alien" means a person who has been lawfully admitted to the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. Section 1101 et seq.) and who, as a condition of admission, was sponsored by a person who executed an affidavit of support on behalf of the person.
    - i. If the WSHD provides health care services to a sponsored alien under, the



WSHD may recover from a person who executed an affidavit of support on behalf of the alien the costs of the health care services provided to the alien.

ii. The WSHD shall notify a sponsored alien and a person who executed an affidavit of support on behalf of the alien, at the time the alien applies for health care services, that a person who executed an affidavit of support on behalf of a sponsored alien is liable for the cost of health care services provided to the alien.

3. Cash Gifts and Contributions (Countable): Count as unearned income unless they are made by a private, nonprofit organization on the basis of need; and total \$300 or less per Household in a federal fiscal quarter. The federal fiscal quarters are January - March, April - June, July - September, and October-December. If these contributions exceed \$300 in a quarter, count the excess amount as income in the month received.

a. Exempt any cash contribution for common Household expenses, such as food, rent, utilities, and items for home maintenance, if it is received from a non-certified Household member who:

i. Lives in the home with the certified Household member,

ii. Shares Household expenses with the certified Household member, and

iii. No landlord/tenant relationship exists.

b. If a noncertified Household member makes additional payments for use by a certified member, it is a contribution.

4. Child's Earned Income (Exempt): Exempt a child's earned income if the child, who is under age 18 and not an emancipated minor, is a full-time student (including a home-schooled child) or a part-time student employed less than 30 hours a week.

5. Child Support Payments (Countable): Count as unearned income after deducting up to \$75 from the total monthly child support payments the Household receives.

a. Count payments as child support if a court ordered the support, or the child's caretaker or the person making the payment states the purpose of the payment is to support the child.

b. Count ongoing child support income as income to the child even if someone else, living in the home receives it.

c. Count child support arrears as income to the caretaker.

d. Exempt child support payments as income if the child support is intended for a child who receives Medicaid, even though the parent actually receives the child support.

e. Child Support Received for a Non-Household Member: If a caretaker receives, ongoing child support for a non-Household member (or a child who no longer in



the home) but uses the money for personal or Household needs, count it as unearned income. Do not count the amount actually used for or provided to the non-Household member for whom it is intended to cover.

f. Lump-Sum Child Support Payments: Count lump-sum child support payments (on child support arrears or on current child support) received or anticipated to be received more often than once a year, as unearned income in the month received. Consider lump-sum child support payments received once a year or less frequently as a resource in the month received.

g. Returning Parent: If an absent parent is making child support payments but moves back into the home of the caretaker and child, process the Household change.

6. Crime Victim's Compensation Payments (Exempt): These are payments from the funds authorized by state legislation to assist a person who has been a victim of a violent crime; was the spouse, parent, sibling, or adult child of a victim who died as a result of a violent crime; or is the guardian of a victim of a violent crime. The payments are distributed by the Office of the Attorney General in monthly payments or in a lump sum.

7. Disability Insurance Payments (Count): Count disability payments as unearned income, including Social Security Disability Insurance (SSDI) payments and disability insurance payments issued for non-medical expenses. Exception: Exempt Supplemental Security Income (SSI) payments.

8. Dividends and Royalties (Count):

a. Dividends: Count dividends as unearned income. However, exempt dividends from insurance policies as income.

b. Royalties: Count royalties as unearned income, minus any amount deducted for production expenses and severance taxes.

9. Educational Assistance (Exempt): Exempt educational assistance ~~and/or~~, including educational loans, regardless of source. Educational assistance also includes college work-study.

10. Foster Care Payments (Exempt): Exempt.

11. Government Disaster Payments (Exempt): Exempt federal disaster payments and comparable disaster assistance provided by states, local governments and disaster assistance organizations if the Household is subject to legal penalties when the funds are not used as intended.

Examples: Payments by the Individual and Family Grant Program, Small Business Administration, and/or FEMA.

12. In-Kind Income (Exempt): An in-kind contribution is any gain or benefit to a person that is not in the form of money/check payable directly to the Household, such as clothing, public housing, or food.

13. Interest (Count): Count as unearned income.

14. Job Training (Exempt): Exempt payments made under the Workforce Investment Act (WIA).

a. Exempt portions of non-WIA job training payments earmarked as reimbursements for training-related expenses. Count any excess as earned income.

b. Exempt on-the-job training (OJT) payments received by a child who is under age 19 and under parental control of another Household member

15. Loans (Non-educational) (Count): Count as unearned income unless there is an understanding that the money will be repaid and the person can reasonably explain how he will repay it.

16. Lump-Sum Payments (Count): Count as income in the month received if the person receives it or expects to receive it more often than once a year.

a. Consider retroactive or restored payments to be lump-sum payments and count as a resource. Separate any portion that is ongoing income from a lump-sum amount and count it as income.

b. Exempt lump sums received once a year or less, unless specifically listed as income. Count them as a resource in the month received.

c. Exempt federal tax refunds permanently as income and resources for 12 months after receipt. Exempt the Earned Income Credit (EIC) for a period of 12 months after receipt through December 31, 2018.

d. If a lump sum reimburses a Household for burial, legal, or health care bills, or damaged/lost possessions, reduce the countable amount of the lump sum by the amount earmarked for these items.

17. Military Pay (Count): Count military pay and allowances for housing, food, base pay, and flight pay as earned income, minus pay withheld to fund education under the GI Bill.

18. Mineral Rights (Count): Count payments for mineral rights as unearned income.

19. Pensions (Count): Count as unearned income. A pension is any benefit derived from former employment, such as retirement benefits or disability pensions.

9.20. Reimbursement (Exempt): Exempt a reimbursement programs (not to exceed the individual's expense) provided specifically for a past or future expense. If the reimbursement exceeds the individual's expenses, count any excess as unearned income. Do not consider a reimbursement to exceed the individual's expenses unless the individual or provider indicates the amount is excessive. Exempt a reimbursement for future expenses only if the Household plans to use it as intended.

21. RSDI Payments (Exempt): Count as unearned income the Retirement, Survivors, and Disability Insurance (RSDI) benefit amount including the deduction for the Medicare premium, minus any amount that is being recouped for a prior RSDI overpayment.

a. If a person receives an RSDI check and an SSI check, exempt both checks since the person is a disqualified Household member.

b. If an adult receives a Social Security survivor's benefit check for a child, this check is considered the child's income.

22. Self-Employment Income (Count): Count as earned income, minus the allowable costs of producing the self-employment income. (Use Form 149- Self-Employment Verification Form). Self-employment income is earned or unearned income available from one's own business, trade, or profession rather than from an employer. However, some individuals may have an employer and receive a regular salary. If an employer does not withhold FICA or income taxes, even if required to do so by law, the person is considered self-employed.

a. Types of self-employment include:

i. Odd jobs, such as mowing lawns, babysitting, and cleaning houses;

ii. Owning a private business, such as a beauty salon or auto mechanic shop;

iii. Farm income; and

iv. Income from property, which may be from renting, leasing, or selling property on an installment plan. Property includes equipment, vehicles, and real property.

If the person sells the property on an installment plan, count the payments as income. Exempt the balance of the note as an inaccessible resource.

23. SSI Payments (Exempt): Only exempt Supplemental Security Income (SSI) benefits when the Household is receiving Medicaid. A person receiving any amount of SSI benefits who also receives Medicaid is, therefore, a disqualified Household member.

24. TANF (Exempt): Exempt Temporary Assistance to Needy Families (TANF) benefits. A person receiving TANF benefits also receives Medicaid and is, therefore, a disqualified Household member.

25. Terminated Income (Count): Count terminated income in the month received. Use actual income and do not use conversion factors if terminated income is less than a full month's income.

a. Income is terminated if it will not be received in the next usual payment cycle.

b. Income is not terminated if:

i. Someone changes jobs while working for the same employer,

ii. An employee of a temporary agency is temporarily not assigned,

iii. A self-employed person changes contracts or has different customers without having a break in normal income cycle, or

iv. Someone received regular contributions, but the contributions are from different sources.

26. Third-Party Payments (Exempt): Exempt the money received that is intended and used for the maintenance of a person who is not a member of the Household. If a single payment is received for more than one beneficiary, exclude the amount actually used for the non-member up to the non-member's identifiable portion or prorated portion, if the portion is not identifiable.

27. Tip Income (Count): Count the actual (not taxable) gross amount of tips as earned income. Add tip income to wages before applying conversion factors.

a. Tip income is income earned in addition to wages that is paid by patrons to people employed in service-related occupations, such as beauticians, waiters, valets, pizza delivery staff, etc.

b. Do not consider tips as self-employment income unless related to a self-employment enterprise.

28. Trust Fund (Count): Count as unearned income trust fund withdrawals or dividends that the Household can receive from a trust fund that is exempt from resources.

29. Unemployment Compensation Payments (Count): Count the gross amount as unearned income, minus any amount being recouped for an Unemployment Insurance Benefit (UIB) overpayment.

Exception: Count the gross amount if the Household agreed to repay a food stamp overpayment through voluntary garnishment.

30. VA Payments (Count & Exempt):

a. Count the gross Veterans Administration (VA) payment as unearned income, minus any amount being recouped for a VA overpayment.

b. Exempt VA special needs payments, such as annual clothing allowances or monthly payments for an attendant for disabled veterans.

31. Vendor Payments (Exempt & Count):

a. Exempt vendor payments if made by a person or organization outside the Household directly to the Household's creditor or person providing the service.

b. Count as income money that is legally obligated to the Household, but which the payer makes to a third party for a Household expense.

32. Wages, Salaries, Commissions (Count): Count the actual (not taxable) gross amount as earned income.

a. If a person asks his employer to hold his wages or the person's wages are garnished, count this money as income in the month the person would otherwise have been paid.

b. If, however, an employer holds his employees' wages as a general practice, count this money as income in the month it is paid.

c. Count an advance in the month the person receives it.

33. Workers' Compensation Payments (Count): Count the gross payment as unearned income, minus any amount being recouped for a prior worker's compensation overpayment or paid for attorney's fees.

NOTE: The Texas Workforce Commission (TWC) or a court sets the amount of the attorney's fee to be paid.

a. Do not allow a deduction from the gross benefit for court-ordered child support payments.

b. Exception: Exclude worker's compensation benefits paid to the Household for out-of-pocket health care expenses. Consider these payments as reimbursements.

34. Other Types of Benefits and Payments (Exempt): Exempt benefits and payments from the following programs:

a. Americorp,

b. Child Nutrition Act of 1966,

c. Food Stamp Program – SNAP (Supplemental Nutrition Assistance Program),

d. Foster Grandparents,

e. Funds distributed or held in trust by the Indian Claims Commission for Indian tribe members under Public Laws 92-254 or 93-135,

- f. Learn and Serve,
- g. National School Lunch Act,
- h. National Senior Service Corps (Senior Corps),
- i. Nutrition Program for the Elderly (Title III, Older American Act of 1965),
- j. Retired and Senior Volunteer Program (RSVP),
- k. Senior Companion Program,
- l. Tax-exempt portions of payments made under the Alaska Native Claims Settlement Act,
- m. Uniform Relocation Assistance and Real Property Acquisitions Act (Title II),
- n. Volunteers in Service to America (VISTA), and
- o. Women, Infants, and Children (WIC) Program.

C. Verifying Income: Verify countable income, including recently terminated income, at initial application and when changes are reported. Verify countable income at review, if questionable. Proof may include but is not limited to:

- 1. Last ~~three~~ ~~(3)~~four (4) consecutive ~~pay checks~~paycheck stubs (for everyone in the household; your Household);
- 2. Applicant must complete Form 128, Employment Verification Form or Form 149-Self-Employment Income
- 3. Checking, Savings, and any other Financial Account Statements;
- 4. W-2 forms;
- 5. Notes for cash contributions;
- 6. Business records;
- 2-7. Social Security Remittance; and award letter;
- 8. Court orders or public decrees (support documents);
- 9. Sales records;
- 10. Income tax returns; and
- 11. Statements completed, signed, and dated by the self-employed person.

D. Documenting Income: On Form 101, document the following items.

- 1. Exempt income and the reason it is exempt
- 2. Unearned income, including the following items:

- a. Date income is verified;
- b. Type of income;
- c. Check or document seen;
- d. Amount recorded on check or document,
- e. Frequency of receipt; and
- f. Calculations used.

3. Self-employment income, including the following items:

- a. The allowable costs for producing the self-employment income.
- b. Other factors used to determine the income amount.

4. Earned income, including the following items:

- a. Payer's name and address;
- b. Dates of each wage statement or pay stub used;
- c. Date paycheck is received;
- d. Gross income amount;
- e. Frequency of receipt; and
- f. Calculations used.

5. Allowable deductions

E. Misrepresentation of Income: An Applicant that Misrepresents Income is subject to the penalties for Fraud/Misrepresentation found in Section IV(D).

F. Budgeting Income

- 1. Count income already received and any income the Household expects to receive. If the Household is not sure about the amount expected or when the income will be received, use the best estimate.
- 2. Income, whether earned or unearned, is counted in the month that it is received.



3. Count terminated income in the month received. Use actual income and do not use conversion factors if terminated income is less than a full month's income.
4. View at least two pay amounts in the time period beginning 45 days before the interview date or the process date for cases processed without an interview. However, do not require the Household to provide verification of any pay amount that is older than two months before the interview date or the process date for cases processed without an interview.
5. When determining the amount of self-employment income received, verify four recent pay amounts that accurately represent their pay. Verify one month's pay amount that accurately represent their pay for self-employed income received monthly. Do not require the Household to provide verification of self-employment income and expenses for more than two calendar months before the interview date or the case process date if not interviewed, for income received monthly or more often.
6. Accept the applicant's statement as proof if there is a reasonable explanation of why documentary evidence or a collateral source is not available, and the applicant's statement does not contradict other individual statements or other information received by the entity.
7. Use at least three consecutive, current pay periods to calculate fluctuating income.
8. The self-employment income projection, which includes the current month and 3 months prior, is the period of time that the Household expects the income to support the family.
9. There are deductions for earned income that are not allowed for unearned income.
10. The earned income deductions are not allowed if the income is gained from illegal activities, such as prostitution and selling illegal drugs.

## VII. RESOURCES

### A. General Principles

1. A Household is not eligible if the total countable Household resources exceed:
  - a. \$3,000.00 when a person who is aged or has disabilities and who meets relationship requirements lives in the home; or
  - b. \$2,000.00 for all other Households.
2. Resources are either Countable or Exempt.
3. The resources of all Household members are considered.



4. A Household must pursue all resources to which the Household is legally entitled unless it is unreasonable to pursue the resource. Reasonable time (at least three months) must be allowed for the Household to pursue the resource, which is not considered accessible during this time.

5. Resource Restrictions:

- a. A Household is not eligible if their total countable resources exceed the limit on or after the first interview date or the process date for cases processed without an interview.
- b. In determining eligibility for a prior month, the Household is not eligible if their total countable resources exceed the limit anytime during the prior month.
- c. The applicant must not be eligible or potentially eligible for any other resource. Example: Medicaid, Medicare, Insurance, group health insurance, VA Veteran medical benefits, or any other source. MCHD's Medical Assistance Plan is payor of last resort!
- d. Non-Household Members: Resources from disqualified and non-Household members are excluded but may be included if processing an application for a sponsored alien.
- e. Consider a joint bank account with a nonmember is inaccessible if the money in the account is used solely for the nonmember's benefit. The Household must provide verification that the bank account is used solely for the nonmember's benefit and that no Household member uses the money in the account for their benefit. If a Household member uses any of the money for their benefit or if any Household member's money is also in the account, consider the bank account accessible to the Household.

B. Types of Resources:

1. Alien Sponsor's Resources (Count):

- a. Calculate the total resources accessible to the alien sponsor's Household according to the same rules and exemptions for income that apply for the sponsored alien Applicant. The total countable resources for the alien sponsor Household will be added to the total countable resources of the sponsored alien applicant.
- b. Per Texas Health and Safety Code, Chapter 61, §61.012. Sec. 61.012 "sponsored alien" means a person who has been lawfully admitted to the United States for permanent residence under the Immigration and Nationality Act (8 U.S.C. Section 1101 et seq.) and who, as a condition of admission, was sponsored by a person who executed an affidavit of support on behalf of the person.

- i. If the WSHD provides health care services to a sponsored alien under, the WSHD may recover from a person who executed an affidavit of support on behalf of the alien the costs of the health care services provided to the alien.
  - ii. The WSHD shall notify a sponsored alien and a person who executed an affidavit of support on behalf of the alien, at the time the alien applies for health care services, that a person who executed an affidavit of support on behalf of a sponsored alien is liable for the cost of health care services provided to the alien.
2. Bank Accounts (Count): Count the cash value of checking and savings accounts for the current month as income and for prior months as a resource unless exempt for another reason.
3. Prepaid Burial Insurance (Partially Exempt): Exempt up to \$7,500 cash value of a prepaid burial insurance policy, funeral plan, or funeral agreement for each certified Household member. Count the cash value exceeding \$7,500 as a liquid resource.
4. Burial Plots (Exempt)
- 3-5. Crime Victim's Compensation ~~Remittance~~ Payments (Exempt)
6. Energy Assistance Payments (Exempt): Exempt payments or allowances made under any federal law for the purpose of energy assistance.
7. Resources/Income Payments (Partially Exempt): If a payment or benefit counts as income for a particular month, do count it as a resource in the same month. If you prorate a payment income over several months, do not count any portion of the payment resource during that time.

Example: Income of students or self-employed persons that is prorated over several months. If the client combines this money with countable funds, such as a bank account, exempt the prorated amounts for the time you prorate it.
8. Homestead (Exempt): Exempt the Household's usual residence and surrounding property not separated by property owned by others. The exemption remains in effect if public rights of way, such as roads, separate the surrounding property from the home. The homestead exemption applies to any structure the person uses as a primary residence, including additional buildings on contiguous land, a houseboat, or a motor home, as long as the Household lives in it. If the Household does not live in the structure, count it as a resource.
  - a. Houseboats and Motor Homes (Count): Count houseboats and motor homes according to vehicle policy, if not considered the Household's primary residence or otherwise exempt.
  - b. Own or Purchasing a Lot (Exempt): For Households that currently do not own a

home, but own or are purchasing a lot on which they intend to build, exempt the lot and partially completed home.

c. Real Property Outside of Texas: Households cannot claim real property outside of Texas as a homestead, except for migrant and itinerant workers who meet the residence requirements.

d. Homestead Temporarily Unoccupied (Exempt): Exempt a homestead temporarily unoccupied because of employment, training for future employment, illness (including health care treatment), casualty (fire, flood, state of disrepair, etc.), or natural disaster, if the Household intends to return.

e. Sale of a Homestead (Count): Count money remaining from the sale of a homestead as a resource.

9. Income - Producing Property (Exempt):

a. Exempt property that:

i. Is essential to a Household member's employment or self-employment (examples: tools of a trade, farm machinery, stock, and inventory). Continue to exempt this property during temporary periods of unemployment if the Household member expects to return to work;

ii. Annually produces income consistent with its fair market value, even if used only on a seasonal basis; or

iii. Is necessary for the maintenance or use of a vehicle that is exempt as income producing or as necessary for transporting a physically disabled Household member. Exempt the portion of the property used for this purpose.

b. For farmers or fishermen, continue to exempt the value of the land or equipment for one year from the date that the self-employment ceases.

10. Insurance Settlement (Count): Count, minus any amount spent or intended to be spent for the Household's bills for burial, health care, or damaged/lost possessions.

11. Lawsuit Settlement (Count): Count, minus any amount spent or intended to be spent for the Household's bills for burial, legal expenses, health care expenses, or damaged/lost possessions.

12. Life Insurance (Exempt): Exempt the cash value of life insurance policies.

13. Liquid Resources (Count): Count, if readily available. Examples include but are not limited to cash, a checking accounts, a savings accounts, a certificates of deposit (CDs), notes, bonds, and stocks.

#### 14. Loans (Non-Educational)

- a. Exempt these loans from resources. Consider financial assistance as a loan if there is an understanding that the loan will be repaid and the person can reasonably explain how he will repay it.
- b. Count assistance not considered a loan as unearned income (contribution).

#### 15. Lump-Sum Payments

- a. Federal tax refunds (Count): Count permanently as income and resources for 12 months after receipt.
- b. Earned Income Credit (Exempt): Exempt the Earned Income Credit (EIC) for a period of 12 months after receipt through December 31, 2018.
- c. Count lump sum payments received once a year or less frequently as resources in the month received, unless specifically exempt. Countable lump-sum payments include but are not limited to lump-sum insurance settlements, lump-sum payments on child support, public assistance, refunds of security deposits on rental property or utilities, retirement benefits, and retroactive lump sum RSDI.
- d. Count lump-sum payments received or anticipated to be received more often than once a year as unearned income in the month received.
- e. Exception: Count contributions, gifts, and prizes as unearned income in the month received regardless of the frequency of receipt.

#### 16. Personal Possessions (Exempt)

17. Real Property (Count): Count the equity value of real property unless it is otherwise exempt. Exempt any portion of real property directly related to the maintenance or use of a vehicle necessary for employment or to transport a physically disabled Household member. Count the equity value of any remaining portion unless it is otherwise exempt.

- a. Good Faith Effort to Sell (Exempt): Exempt real property if the Household is making a good effort to sell it.
- b. Jointly Owned Property (Exempt): Exempt property jointly owned by the Household and other individuals not applying for or receiving benefits if the Household provides proof that he cannot sell or divide the property without consent of the other owners and the other owners will not sell or divide the property.

## 18. Reimbursement (Exempt/Count)

- a. Exempt a reimbursement in the month received.
- b. Count as a resource in the month after receipt.
  
- c. Exempt a reimbursement earmarked and used for replacing and repairing an exempt resource.
  
- d. Exempt the reimbursement indefinitely.

## 19. Retirement Accounts

### a. Types of Accounts:

- i. A retirement account is one in which an employee and/or his employer contribute money for retirement. There are several types of retirement plans.
- ii. Some of the most common plans authorized under Section 401 (a) of the Internal Revenue Services (IRS) Code are the 401 (k) plan, Keogh, Roth Individual Retirement Account (IRA), and a pension or traditional benefit plan. Common plans under Section 408 of the IRS Code are the IRA, Simple IRA and Simplified Employer Plan.
- iii. A 401K plan allows an employee to postpone receiving a portion of current income until retirement.
- iv. An individual retirement account (IRA) is an account in which an individual contributes an amount of money to supplement his retirement income (regardless of his participation in a group retirement plan).
- v. A Keogh plan is an IRA for a self-employed individual.
- vi. A Simplified Employee Pension (SEP) plan is an IRA owned by an employee to which an employer makes contributions, or an IRA owned by a self-employed individual who contributes for himself.
- vii. A pension or traditional defined benefit plan is employed based and promises a certain benefit upon retirement regardless or investment performance.

### b. Exclude all retirement accounts or plans established under:

- i. Internal Revenue Code of 1986, Sections 401(a), 403(a), 403(b), 408, 408A, 457(b), 501(c)(18);
- ii. Federal Thrift Savings Plan, Section 8439, Title 5, United States Code; and
- iii. Other retirement accounts determined to be tax exempt under the Internal Revenue Code of 1986.

### c. Count any other retirement accounts not established under plans or codes listed above.

20. Trust Fund (Exempt): Exempt a trust fund if all of the following conditions are met:

- a. The trust arrangement is unlikely to end during the certification period; and
- b. No Household member can revoke the trust agreement or change the name of the beneficiary during the certification period; and
- c. The trustee of the fund is either:
  - i. Court, institution, corporation, or organization not under the direction or ownership of a Household member; or
  - ii. Court-appointed individual who has court-imposed limitations placed on the use of the funds; and
- d. The trust investments do not directly involve or help any business or corporation under the control, direction, or influence of a Household member. Exempt trust funds established from the Household's own funds if the trustee uses the funds
  - i. Only to make investments on behalf of the trust; or
  - ii. To pay the education or health care expenses of the beneficiary.

21. Vehicles (Exempt/Count):

- a. Exempt a vehicle necessary to transport physically disabled Household members, even if disqualified and regardless of the purpose of the trip. Exempt no more than one vehicle for each disabled member. There is no requirement that the vehicle be used primarily for the disabled person.
- b. Exempt vehicles if the equity value is less than \$4,650, regardless of the number of vehicles owned by the Household. Count the value in excess of \$4,650 toward the Household's resource limit.

Examples listed below:

<u>\$15,000</u>	(FMV)
<u>-12,450</u>	(Amount still owed)
<u>\$2,550</u>	(Equity Value)
<u>-4,650</u>	
<u>\$0</u>	(Countable resource)

<u>\$9,000</u>	(FMV)
<u>- 0</u>	(Amount still owed)
<u>\$9,000</u>	(Equity Value)
<u>-4,650</u>	
<u>\$4,350</u>	(Countable resource)

- c. Income-producing Vehicles (Exempt): Exempt the total value of all licensed vehicles used for income-producing purposes. This exemption remains in effect when the vehicle is temporarily not in use. A vehicle is considered income producing if it:

- i. Is used as a taxi, a farm truck, or fishing boat,
  - ii. Is used to make deliveries as part of the person's employment,
  - iii. Is used to make calls on clients or customers,
  - iv. Is required by the terms of employment, or
  - v. Produces income consistent with its fair market value.
- d. Solely Owned Vehicles (Count): A vehicle, whose title is solely in one person's name, is considered an accessible resource for that person. This includes the following situations:
  - i. Consider vehicles involved in community property issues to belong to the person whose name is on the title.
  - ii. If a vehicle is solely in the Household member's name and the Household member claims he purchased it for someone else, the vehicle is considered as accessible to the Household member.
- e. Exceptions: The vehicle is inaccessible if the titleholder verifies: [complete documentation is required in each of the situations below]
  - i. That the vehicle was sold but title has not been transferred. In this situation, the vehicle belongs to the buyer.  
Note: Count any payments made by the buyer to the Household member or the Household member's creditors (directly) as self-employment income.
  - ii. That the vehicle was sold but the buyer has not transferred the title into the buyer's name.
  - iii. That the vehicle was repossessed.
  - iv. That the vehicle was stolen.
  - v. That he filed for bankruptcy (Title 7, 11, or 13) and that the Household member is not claiming the vehicle as exempt from the bankruptcy.

Note: In most bankruptcy petitions, the court will allow each adult individual to keep one vehicle as exempt for the bankruptcy estate. This vehicle is a countable resource.
- f. A vehicle is accessible to a Household member even though the title is not in the Household member's name if the Household member purchases or is purchasing the vehicle from the person who is the titleholder or if the Household member is legally entitled to the vehicle through an inheritance or divorce settlement.
- g. Jointly Owned Vehicles (Exempt): Consider vehicles jointly owned with another person not applying for or receiving benefits as inaccessible if the other owner is not willing to sell the vehicle.
- h. Leased Vehicles (Exempt): When a person leases a vehicle, they are not generally considered the owner of the vehicle because the vehicle does not have any equity



value; person cannot sell the vehicle; and title remains in the leasing company's name.

Exempt a leased vehicle until the person exercises his option to purchase the vehicle. Once the person becomes the owner of the vehicle, count it as a resource. The person is the owner of the vehicle if the title is in their name, even if the person and the dealer refer to the vehicle as leased. Count the vehicle as a resource.

i. How To Determine Fair Market Value of Vehicles

- i. Determine the current fair market value of licensed vehicles using the average trade-in or wholesale value listed on a reputable automotive buying resource website (i. e., National Automobile Dealers Association (NADA), Edmunds, or Kelley Blue Book). **Note:** If the household claims that the listed value does not apply because the vehicle is in less-than- average condition, allow the household to provide proof of the true value from a reliable source, such as a bank loan officer or a local licensed car dealer.
- ii. Do not increase the basic value because of low mileage, optional equipment, or special equipment for the handicapped.
- iii. Accept the household's estimate of the value of a vehicle no longer listed on an automotive buying resource website unless it is questionable and would affect the household's eligibility. In this case, the household must provide an appraisal from a licensed car dealer or other evidence of the vehicle's value, such as a tax assessment or a newspaper advertisement indicating the sale value of similar vehicles.
- iv. Determine the value of new vehicles not listed on an automotive buying resource website by asking the household to provide an estimate of the average trade-in or wholesale value from a new car dealer or a bank loan officer. If this cannot be done, accept the household's estimate unless it is questionable and would affect eligibility. Use loan value only if other sources are unavailable. Request proof of the value of licensed antique, custom made, or classic vehicles from the household.

C. Penalty for Transferring Resources

- 1. A Household that transfers countable Resources for less than its fair market value or fail to disclose a Resource to qualify for health care assistance is Misrepresenting the household and subject to the penalties as provided in Section IV(D).
- 2. The WSHD will take into account the amount by which the transferred resource exceeds the resource maximum when added to other countable resources.

<u>Amount in Excess of Resource Limit</u>	<u>Denial Period</u>
<u>\$ .01 to \$ 249.99</u>	<u>1 month</u>
<u>\$ 250.00 to \$ 999.99</u>	<u>3 months</u>
<u>\$1,000.00 to \$2,999.99</u>	<u>6 months</u>



<u>\$3,000.00 to \$4,999.99</u>	<u>9 months</u>
<u>\$5,000.00 to \$5,000.00 and more</u>	<u>12 months</u>

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3. If the spouses separate and one spouse transfers his property, it does not affect the eligibility of the other spouse.

## VIII.EMPLOYMENT

A. In an effort to promote ICAP participants to be responsible for the support of themselves and their families, all applicants and all adult members of their Household must demonstrate a willingness to be employed, if practical. Therefore, all ICAP participants enrolled in the program after the date this provision of the policy is adopted, must either be:

1. Employed for at least thirty (30) hours per week; or
2. Actively seeking employment as evidenced by registration with the Texas Workforce Commission.

B. If unemployed, Applicants must produce a TWC Registration Form, which will be documented with signature of TWC office personnel within six (6) months of their initial eligibility period and at registration for each registration period thereafter. Applicants and adult members of their Household must accept jobs that they are offered.

~~C.~~If unable to work due to disability, he/she is expected to apply for disability or Medicaid benefits during the ~~180 days~~six (6) month period of eligibility.

~~2. Failure to provide information necessary to complete a financial assessment may result in a negative determination. However, an application may be reconsidered upon receipt of the required information.~~

~~F. Applicant's Fiscal Year: The fiscal year is defined as the twelve (12) month period beginning with the applicant's acceptance into ICAP.~~

~~G. Eligibility Renewable: An applicant once accepted into ICAP, services will be provided for twelve (12) full months or the dollar caps set forth in Section 8. Each applicant will be responsible for reapplying for benefits as required under this policy.~~

~~D. V.~~Exceptions may be made to this policy in the following situations if the person:

1. Provides a dated, written statement from their assigned primary care physician which certifies that the person is medically (i.e., mentally or physically) unable to work;
2. Is solely responsible for the care of one or more children who have not yet reached the age of five years;

3. Is currently incarcerated in a jail or prison;
4. Receives food stamp benefits;
5. Age 15 or younger;
6. Age 16 or 17 and not the head of household;
7. Age 18 and attending school, including home school, or on employment training program on at least a half-time basis;
8. Age 60 or older;
9. Parent or other Household member who personally provides care for a child under age six (6) or a disabled person of any age living with the Household;
10. Three (3) to nine (9) months pregnant;

If there is ever a question as to whether or not an applicant should be exempt from work registration, contact the local Texas Workforce Commission (TWC) office when in doubt.

- E. If an ICAP Client fails, without good cause, to comply with work registration requirements, the Client is disqualified disqualify him from CIHCP benefits as follows:
1. For one (1) month or until he agrees to comply, whichever is later, for the first non-compliance;
  2. For three (3) consecutive months or until he agrees to comply, whichever is later, for the second non-compliance; or
  3. For six (6) consecutive months or until he agrees to comply, whichever is later, for the third or subsequent non-compliance.

### **III.IX. SERVICES**

- A. ~~A.~~—Basic Services: The services to be provided ICAP are the basic services required by Section 61.028 of the Indigent Health Care Act that include the following:
1. Physician services include services ordered and performed by a physician that within the scope of practice of their profession as defined by state law.
  2. Annual physical examinations once per calendar year by a physician or a physician assistant. Associated testing, such as mammograms, can be covered with a physician referral.

3. Immunizations that are administered by healthcare providers within the WSHD.

~~3.4.~~ Medical screening services include blood pressure, blood sugar, and cholesterol screening.

~~4.5.~~ Laboratory and x-ray services ordered and provided under the personal supervision of a physician in a setting other than a hospital (inpatient or outpatient).

~~5.6.~~ Family planning services or preventive health care services that assist an individual in controlling fertility and achieving optimal reproductive and general health.

~~6.7.~~ Medically necessary Skilled Nursing Facility (SNF) services ordered by a physician, and provided in a SNF that provides daily services on an inpatient basis.

~~7.8.~~ Prescriptions. This service includes up to three prescription drugs per month. New and refilled prescriptions count equally toward this three (3) prescription drugs per month total. Drugs must be prescribed by a physician or other practitioner within the scope of practice under law.

~~8.9.~~ Rural Health Clinic services must be provided in a freestanding or hospital-based rural health clinic by a physician, a physician assistant, an advanced practice nurse, or a visiting nurse.

~~9.10.~~ Medically necessary inpatient hospital services provided in an acute care hospital to hospital inpatients, by or under the direction of a physician, and for the care and treatment of patients.

~~10.11.~~ Medically necessary outpatient hospital services must be and provided in an acute care hospital to hospital outpatients, by or under the direction of a physician, and must be diagnostic, therapeutic, or rehabilitative. Outpatient hospital services include hospital-based ambulatory surgical center (HASC) services.

~~11.12.~~ Winnie-Stowell Hospital District ICAP shall provide for prescription medications purchased from contract providers within the boundaries of the WSDH (See ~~VIII~~ XI(D-) Prescription Drug Information).

B. Extended Healthcare Services: In addition to the Basic Service requirements set forth pursuant to Section 61.028 of the Texas Health and Safety Code, the WSHD may provide other established optional health care services that the WSHD determines to be cost-effective. The extended healthcare service(s) provide is(are):

1. Emergency Medical Services are defined as a medical services ~~to~~ whose purpose is to provide immediate assistance to a condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in: 1) placing the patient's health in serious jeopardy; 2) serious impairment of bodily functions; or serious dysfunction of any bodily organ or part.

The Winnie Stowell EMS (“EMS”) is the ~~District’s~~ WSHD’s mandated provider for EMS services to patients in the ~~District’s~~ HCAP. HCAP ~~WSHD’s~~ ICAP. ICAP patients are to notify EMS, if possible, that their preferred destination is the Winnie Community Hospital. However, EMS is independently responsible in determining the most appropriate course of treatment and healthcare provider for the HICAP client as set forth by its policies and procedures for all transported patients, including HICAP client patients.

2. Psychological Counseling Services shall be available to residents of the ~~District~~ between the ages of twelve (12) and nineteen (19) years old ~~WSHD~~ who qualify to attend a school in the East Chambers Independent School District. The mandated provider for the counseling service shall be ~~Stacee D. Farrow MEd, LPC; Child, Adolescent, Family & Individual Counseling Services~~ provided for by a Board approved Licensed Professional Counselor or Licensed Professional Counselor-Intern.

~~B. Service Restrictions:~~

- ~~C. Basic Services: Winnie Stowell Hospital District HCAP shall provide for inpatient services, only at the hospital and/or skilled nursing facility within the boundaries of the WSHD or owned by the WSHD. Exclusions:~~

1. Medically Necessary ~~Inpatient and Outpatient~~ Procedures ~~Section 5(B)(11) & (12):~~
  - a. ~~Inside District: Medically~~ Within WSHD: Healthcare providers within the WSHD are the WSHD’s mandated providers and all medically necessary inpatient and/or outpatient procedures shall be performed ~~at a hospital~~ within the boundaries of the WSHD unless specifically provided otherwise by the WSHD in this policy.
  - b. Outside ~~District~~ WSHD: Medically necessary inpatient and outpatient procedures that cannot be performed by a hospital or medical provider inside the WSHD boundaries may be treated outside of the ~~District~~ WSHD subject to the following requirements:
    - i. Procedure declared “medically necessary” by a healthcare provider inside the ~~District’s~~ WSHD’s boundaries;
    - ii. Procedure ~~arranged~~ referred by the WSHD Indigent Care Director, with consideration given toward healthcare provider’s recommendation; and
    - iii. Procedure paid for by the WSHD subject to the rules set forth in this Policy; Chapter 61 of the Texas Health & Safety Code, and the Texas Administrative Rules; ~~and.~~
  - ~~i. Unless specifically approved by~~ Procedure performed after the Indigent Care Director ~~notifies Indigent Care Committee.~~
2. , subject to the Board’s approval and oversight, the Winnie-Stowell Hospital District ICAP shall not provide, nor be financially responsible for any other services no matter where nor by whom provided-, included but not limited to:

- a. VI. —Any healthcare services resulting directly or indirectly from drug or alcohol abuse;
- b. Abortions; unless the attending physician certifies in writing that, in his professional judgment, the mother's life is endangered if the fetus were carried to term or unless the attending physician certifies in writing that the pregnancy is related to rape or incest;
- c. Air conditioners, humidifiers and purifiers, swimming pools, hot tubs, or waterbeds, whether prescribed by a physician;
- d. Air Medical Transport;
- e. Ambulation aids unless they are authorized by MCHD;
- f. Autopsies;
- g. BiPAP (Bi-level Positive Airway Pressure);
- h. Charges made by a nurse for services which can be performed by a person who does not have the skill and training of a nurse;
- i. Chiropractors;
- j. Cosmetic (plastic) surgery to improve appearance, rather than to correct a functional disorder; here, functional disorders do not include mental or emotional distress related to a physical condition. All cosmetic surgeries require MCHD authorization;
- k. Cryotherapy machine for home use;
- l. Custodial care;
- m. Dental care; except for reduction of a jaw fracture or treatment of an oral infection when a physician determines that a life-threatening situation exists and refers the patient to a dentist;
- n. Dentures;
- o. Drug or alcohol rehabilitation program or treatments.
- p. Drugs, which are:
  - i. Not approved for sale in the United States, or
  - ii. Over-the-counter drugs (except with MCHD authorization)
  - iii. Outpatient prescription drugs not purchased through the prescription drug program, or
  - iv. Not approved by the Food and Drug Administration (FDA), or
  - v. Dosages that exceed the FDA approval, or
  - vi. Approved by the FDA but used for conditions other than those indicated by the manufacturer;
- q. Durable medical equipment supplies unless they are authorized by MCHD;
- r. Exercising equipment (even if prescribed by a physician), vibratory equipment, swimming or therapy pools, hypnotherapy, massage therapy, recreational therapy, enrollment in health or athletic clubs;
- s. Experimental or research programs;
- t. Family planning services are not payable if other entities exist to provide these services in the WSHD;
- u. For care or treatment furnished by:
  - vii. Christian Science Practitioner
  - viii. Homeopath
  - ix. Marriage, Family, Child Counselor (MFCC)
  - x. Naturopath.

- v. Genetic counseling or testing;
- w. Hearing aids;
- x. Hormonal disorders, male or female;
- y. Hospice Care
- z. Hospital admission for diagnostic or evaluation procedures unless the test could not be performed on an outpatient basis without adversely affecting the health of the patient;
- aa. Hospital beds;
- bb. Hospital room and board charges for admission the night before surgery unless it is medically necessary;
- cc. A hysterectomy shall only be performed for other medically necessary reasons, not sterilization;
- dd. Immunizations and vaccines that are unable to be administered by a healthcare provider within the WSHD;
- ee. Infertility, infertility studies, invitro fertilization or embryo transfer, artificial insemination, or any surgical procedure for the inducement of pregnancy;
- ff. Legal services;
- gg. Medical services, supplies, or expenses as a result of a motor vehicle accident or assault unless WSHD is the payor last resort;
- hh. More than one physical exam per year per **active** client;
- ii. Obstetrical Care;
- jj. Oriental pain control (Acupuncture or Acupressure);
- kk. Other CPT codes with zero payment or those not allowed by county indigent guidelines;
- ll. Parenteral hyperalimentation therapy as an outpatient hospital service unless the service is considered medically necessary to sustain life. Coverage does not extend to hyperalimentation administered as a nutritional supplement;
- mm. Podiatric care unless the service is covered as a physician service when provided by a licensed physician;
- nn. Private inpatient hospital room except when:
  - i. A critical or contagious illness exists that results in disturbance to other patients and is documented as such,
  - ii. It is documented that no other rooms are available for an emergency admission, or
  - iii. The hospital only has private rooms.
- oo. Prosthetic or orthotic devices;
- pp. Recreational therapy;
- qq. Routine circumcision if the patient is more than three days old unless it is medically necessary. Circumcision is covered during the first three days of his newborn's life;
- rr. Separate payments for services and supplies to an institution that receives a vendor payment or has a reimbursement formula that includes the services and supplies as a part of institutional care;
- ss. Services or supplies furnished for the purpose of breaking a "habit", including but not limited to overeating, smoking, thumb sucking;
- tt. Services or supplies provided in connection with cosmetic surgery unless they are authorized for specific purposes by the WSHD or its designee before the services or supplies are received and are:
  - i. Required for the prompt repair of an accidental injury; or



- ii. Required for improvement of the functioning of a malformed body member
- uu. Services provided by an immediate relative or Household member;
- vv. Services provided outside of the United States;
- ww. Services rendered as a result of (or due to complications resulting from) any surgery, services, treatments or supplier specifically excluded from coverage under this handbook;
- xx. Sex change and/or treatment for transsexual purposed or treatment for sexual dysfunctions of inadequacy which includes implants and drug therapy;
- yy. Sex therapy, hypnotics training (including hypnosis), any behavior modification therapy including biofeedback, education testing and therapy (including therapy intended to improve motor skill development delays) or social services;
- zz. Social and educational counseling;
- aaa. Spinograph or thermograph;
- bbb. Surgical procedures to reverse sterilization;
- ccc. Take-home items and drugs or non-prescribed drugs;
- ddd. Transplants, including Bone Marrow;
- eee. Treatment of flat foot (flexible pes planus) conditions and the prescription of supportive devices (including special shoes), the treatment of sublaxations of the foot and routing foot care more than once every six months, including the cutting or removal of corns, warts, or calluses, the trimming of nails, and other routine hygienic care
- fff. Treatment of obesity and/or for weight reduction services or supplies (including weight loss programs);
- ggg. Vision Care, including eyeglasses, contacts, and glass eyes except as can be provided by
- hhh. Vocational evaluation, rehabilitation or retraining;
- iii. Voluntary self-inflicted injuries or attempted voluntary self-destruction while sane or insane;
- jji. Whole blood or packed red cells available at no cost to patient.

#### **IV.X. APPLICATION PROCEDURE**

- A. Complete Application: The applicant shall be responsible for the completion and submission of ~~an ICAP application~~ a Form 100-Application for Health Care Assistance. This application needs to be submitted to WSHD's Agent:

Yani Jimenez  
 Coordinator  
 Winnie-Stowell Hospital District  
 P. O. Box 1997,  
 Winnie, Texas 77665  
 Ph: 409-296-1003  
 Fax 409-296-1003  
[yjimenez@wshd-tx.com](mailto:yjimenez@wshd-tx.com)

[yjimenez@wshd-tx.com](mailto:yjimenez@wshd-tx.com)

- B. Incompetent Applicant: If the applicant is incompetent, incapacitated, or deceased,

someone acting responsibly for the client (a representative) may represent the applicant in the application and the review process, including signing and dating the application on the applicant's behalf. This representative must be knowledgeable about the applicant and his household. Document the specific reason for designating this representation

B.C. Complete Application: An application will be considered complete only if it includes the following information:

1. The applicant's full name; physical address, mailing address;
2. The applicant's social security number;
3. Proof of income for the past three months to determine gross income;
4. ~~4.~~—The names and income of all other ~~h~~Household members and their relationship to the applicant;
5. ~~5.~~—
5. Information about all medical insurance, and hospital or health care benefits that ~~h~~Household members may be eligible to receive;
6. ~~6.~~—Complete accurate information about the applicant and other ~~h~~Household members gross income including all assets, property, and equity value of any vehicles or property;
7. ~~7.~~—
7. Employment status of all individuals in ~~h~~Household;
8. ~~8.~~—List of financial resources of all ~~h~~Household members;
9. ~~9.~~—
9. The applicant's signature and date completed;
10. ~~10.~~—List of qualified dependents; and
11. ~~11.~~—All needed verifications ~~as requested, including authorizations to release information and Forms~~

D. Incomplete Information: If an application is submitted and it is incomplete, it will be returned to you by mail with a Form 103-Request for Information. Applicant has fourteen (14) days from the date the application was returned to complete the application. If the application is not completed, it will be denied.

E. Attendance of Appointments: All applicants must attend an appointment with the WSHD's Indigent Care Director to verify the application and information submitted with the application. Applicants will receive a Form 102-Appointment Notice Form and it will be the applicant's responsibility to attend the scheduled appointment. Failure to attend the



appointment will result in denial of assistance.

F. Changes in Applicant's Status: After turning in a completed application, you must report any Household changes by filing a Form 101(A)-Report Changes within fourteen (14) days of the change.

1. Examples of changes that require reporting are:

- a. Address;
- b. Income;
- c. Employment;
- d. Resources
- e. Number of people living in the home;
- f. Any information from other assistance program(s).;
- g. Arrest for drug related crimes; and
- h. Arrest for alcohol related crimes.

2. Failure to give notice of change in Applicant's status is Misrepresentation and subject to the same penalties as provided for in Section IV(D) of this policy.

G. Application Complete Date: Once the application is complete, the Applicant will receive a Form 109-Eligibility Notice Form that identifies the effective date of acceptance into the ICAP. In addition, the ICAP client will receive a Prescription Voucher.

H. Retroactive Eligibility: The applicant may be retroactively eligible in any of the three (3) calendar months before the month the identifiable application is received if all eligibility criteria are met.

I. Applicant's Fiscal Year: The Fiscal Year is defined as January through December.

J. Eligibility Renewable: Once accepted into ICAP, services will be provided for six (6) full months after the acceptance date on the Eligibility Notice Form-117 or the dollar caps set forth in Section IX per Fiscal Year.

1. Each applicant is responsible for reapplying for benefits at the end of the six (6) month period.

2. Indigent Health Care Director shall send out Form 102-Appointment Notice a month before the expiration of benefits.

12.3. Denied applications may be appealed at any time a change in circumstances or conditions justify a re-determination of eligibility.

K. Denial of Applications: Applicants that are denied admission into the ICAP will receive Form 117-Notice of Ineligibility. The Denial Date is the date the Form 117- Notice of Ineligibility is issued.

## V.XI. MAXIMUM HOSPITAL DISTRICT LIABILITY

A. ~~A.~~—To the extent the WSHD is financially able to do so, the maximum amount paid by WSHD to ~~aan~~ ICAP recipient (“Client”) for each ~~Client’s fiscal year~~Fiscal Year for health care services provided by all assistance providers, including hospital care is:

1. ~~1.~~—\$30,000; or
2. ~~2.~~—The payment of thirty (30) days of hospitalization or treatment in a skilled nursing facility, or both, or \$30,000, whichever occurs first, if the WSHD provides hospital or skilled nursing facility services to the resident.

~~B.~~—~~For claim payment to be considered, a claim should be received:~~

1. ~~Within 95 (ninety five) days from the approval date for services provided before the household was approved or~~
2. ~~Within 95 (ninety five) days from the date of service for services provided after the approval date.~~

~~B.~~ C.—Outpatient Referrals to University of Texas Medical Branch-Galveston (“UTMB”): The maximum annual WSHD liability per Client referred to UTMB pursuant to the Interlocal Agreement between UTMB and WSHD agree shall be \$60,000 for services provided by UTMB.

~~B.~~C.—The payment standard is determined by the day the claim is paid. WSHD ICAP approved providers must dispense services and supplies.

~~C.~~D.—Prescriptions Drug Information

1. WSHD prescription drug service includes a minimum of three medications per month regardless of the price of the medication, excluding experimental or cancer medications. In the alternative, if a Client has more than three medications and the cost of the three medications is less than \$150.00, the WSHD will pay up to a total of \$150.00 for the Client’s medications.
2. For example, if a Client has six (6) prescriptions that need to be filled each month and three prescriptions cost \$25.00 each (or \$75.00 total), the Client would have \$75.00 left over each month to use on other prescriptions.
3. The quantity of drugs prescribed depends on the prescribing practice of the provider and the needs of the Client. However, each prescription is limited to a thirty (30-) day supply.
4. New and refilled medications count equally toward the three medications per month total. Drugs must be prescribed by a physician or other practitioner within the scope of

practice under law.

5. The quantity of each prescription depends on the prescribing practice of the physician and the needs of the Client.

~~D.E.~~ ~~E.~~ Exclusion and Limitations: Basic and Extended Health Care Services do not Include Services and Supplies that are:

1. ~~1. Are provided~~ Provided to a Client before or after the time period that Client is eligible for the WSHD ICAP;
2. ~~2. Are payable~~ Payable by or available under any health, accident, or other insurance coverage; by any private or governmental benefit system; by a legally liable third party, or under other contract;
3. ~~3. Are provided~~ Provided by military medical facilities. Veterans Administration facilities, or United State public health service hospitals;
4. ~~Are related~~ Related to any condition covered under the worker's compensations laws or any other payor source.

## XII. APPEALS PROCESS FOR DENIAL OF ICAP BENEFITS

A. Applicants have the right to appeal a denial of their application or eligibility.

B. All appeals must be in writing and filed within ninety (90) days of the Denial Date.

~~B.C.~~ Appeals shall be submitted to the WSHD or the Agent of the WSHD, Indigent Care Director with the Winnie-Stowell Hospital District Indigent Health Care Department and state the reason(s) why the applicants should be considered eligible.

~~C.D.~~ The Chair of the Board of Directors of WSHD or his/her appointed designee serve as the Hearing Officer.

E. The Hearing Officer shall have the authority to hold an evidentiary hearing or decide the case from the case file and documentation provided including any and all documents presented with the appeal.

~~D.F.~~ The Hearing Officer's decision is administratively final and non-appealable.

~~E.G.~~ Appellant will be notified in writing of the decision.

~~F.H.~~ Copies of all hearing decisions will be maintained for a period of one (1) year in the WSHD office.

~~G.I.~~ In the event that the District and the Applicant cannot resolve the appeal, the District must submit a Form 106, Eligibility Dispute Resolution Request, within ninety

(90) days to the Texas Commission on Health and Human Services Commission.

### XIII. MANDATED PROVIDER INFORMATION:

Policy regarding reimbursement requests from Non-Mandated Providers for the provision of Emergency and Non-Emergency Services.

A. Continuity of Care: It is the intent of the WSHD to assure continuity of care is received by the patients who are on enrolled in the ICAP. For this purpose, mandated provider relationships have been established and maintained for the best interest of the patients' health status. The client/patient has the network of mandated providers explained to them and signs a document to this understanding at the time of eligibility processing in the WSHD Office. Additionally, they demonstrate understanding in a like fashion that failure to use mandated providers, unless otherwise authorized, will result in them bearing independent financial responsibility for their actions.

B. Prior Approval: A Non-Mandated Provider must obtain approval from the WSHD's Indigent Care Director before providing health care services to an active ICAP client. Failure to obtain prior approval or failure to comply with the notification requirements below will result in rejection of financial reimbursement for services provided.

C. Mandatory Notification Requirements:

1. "Non-Mandated Providers" are all healthcare providers that do not satisfy the criteria set forth in Section V(C)(1) of this policy.
2. The Non-Mandated Provider shall attempt to determine if the patient resides within WSHD's service area when the patient first receives services if not beforehand as the patient's condition may dictate.
3. The provider, the patient, and the patient's family shall cooperate with the WSHD in determining if the patient is an active client in the ICAP of the WSHD for healthcare services.
4. Each individual provider is independently responsible for their own notification on each case as it presents.
5. If a Non-Mandated Provider delivers emergency or non-emergency services to an ICAP participant who the provider suspects might be an active client in the ICAP the District, the provider shall notify the District's Indigent Care Director that services have been or will be provided to the patient. The notice shall be made:
  - a. By telephone not later than the 72nd hour after the provider determines that the patient resides in the District's service area and is suspect of being an active client on the District ICAP; and
  - b. By mail postmarked no later than the fifth (5th) working day after the date on which

the provider determines that the patient resides in the District's service area.

D. Authorization: The District's Indigent Care Director may authorize health care services to be provided by a Non-Mandated Provider to an ICAP clients only:

1. In an emergency (as defined below and interpreted in Section V(B)(1) of this policy;
2. When it is medically inappropriate for the District's mandated provider to provide such services; or
3. When adequate medical care is not available through the mandated provider.

E. Reimbursement: In such event, the District shall provide written authorization to the non-mandated provider to provide such health care services as are medically appropriate, and thereafter the District shall assume responsibility for reimbursement for the services rendered by the Non-Mandated Provider at the reimbursement rates approved for the District's mandated provider, generally but not limited to, being those reimbursement rates approved by the Texas Department of State Health Services pursuant to the County Indigent Health Care And Treatment Act. Acceptance of reimbursement by the Non-Mandated Provider will indicate payment in full for services rendered.

F. If a Non-Mandated Provider delivers emergency or non-emergency services to a patient who is on enrolled in the ICAP of the District and fails to comply with this policy, including the mandatory notice requirements, the Non-Mandated Provider is not eligible for reimbursement for the services from the District.

G. Return to Mandated Provider: Unless authorized by the District's Indigent Care Director to provide health care services, a Non-Mandated Provider, upon learning that the District has selected a mandated provider, shall see that the patient is transferred to the District's selected mandated provider of health care services.

H. Service Delivery Dispute Resolution

1. Appeals of Adverse Benefits Determinations: All claims and questions regarding health claims should be directed to the Indigent Care Director. The District shall be ultimately and finally responsible for adjudicating such claims and for providing full and fair review of the decision on such claims in accordance with the following provisions. Benefits under the ICAP will be paid only if District decides in its discretion that the Provider is entitled to them under the applicable program rules in effect at the time services were rendered.

2. Each Provider claiming benefits under the ICAP shall be responsible for supplying, at such times and in such manner as the District, in its sole discretion may require, written proof that the expenses were incurred or that the benefit is covered under the Plan. If District, in its sole discretion, shall determine that the Provider has not incurred an allowable expense, provided a service as set forth in the ICAP; that the benefit is not covered under the ICAP, or if the Provider shall fail to furnish such proof as is requested, no benefits shall be payable under the Plan.

**NOTE: PURSUANT TO TEXAS LOCAL GOVERNMENT CODE SECTION 271.154, THE EXHAUSTION OF THE FOLLOWING APPEAL PROCEDURES SHALL BE A PRECONDITION TO THE INSTITUTION OF LITIGATION AGAINST THE DISTRICT FOR PAYMENT OF A CLAIM ARISING FROM PROVIDER'S PROVISION OF SERVICES TO A ICAP CLIENT. ANY SUIT FILED PRIOR TO THE EXHAUSTION OF THE FOLLOWING APPEAL PROCEDURES SHALL BE SUBJECT TO ABATEMENT UNTIL SUCH APPEAL PROCEDURES HAVE BEEN EXHAUSTED.**

3. Full and Fair Review of All Claims: In cases where a claim for benefits is denied, in whole or in part, and the Provider believes the claim has been denied wrongly, the Provider may appeal the denial and review pertinent documents, including the Covered Services and fee schedules pertaining to such Covered Services. The claims procedures of the ICAP afford a Provider with a reasonable opportunity for a full and fair review of a claim and adverse benefit determination. More specifically, the program provides:
- a. Provider at least 95 days following receipt of a notification of an initial adverse benefit determination within which to appeal the determination and 60 days to appeal a second adverse benefit determination;
  - b. Provide the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits;
  - c. For an independent review that does not afford deference to the previous adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan, who shall be neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;
  - d. For a review that takes into account all comments, documents, records, and other information submitted by the Provider relating to the claim, without regard to whether such information was submitted or considered in any prior benefit determination;
  - e. That, in deciding an appeal of any adverse benefit determination that is based in whole or in part upon a medical judgment, the District shall consult with one or more health care professionals who have appropriate training and experience in the field of medicine involved in the medical judgment, and who are neither individuals who were consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinates of any such individual;
  - f. For the identification of medical or vocational experts whose advice was obtained on behalf of the District in connection with a claim, even if the District did not rely upon their advice; and
  - g. That a Provider will be provided, upon request and free of charge, reasonable access



to, and copies of, all documents, records, and other information relevant to the Provider's claim for benefits to the extent such records are in possession of the District, or independent consultant, information regarding any voluntary appeals procedures offered by the District; any internal rule, guideline, protocol or other similar criterion relied upon in making the adverse determination; and an explanation of the scientific or clinical judgment for the determination, applying the terms of the ICAP to the Client's medical circumstances.

#### 4. First Appeal Level

- a. Requirements for First Appeal: The Provider must file the first appeal in writing within ninety-five (95) days following receipt of the notice of an adverse benefit determination. Otherwise the initial determination stands as the final determination and is not appealable. To file an appeal, the Provider's appeal must be addressed as follows and either mailed or faxed as follows:

Mrs. Yani Jimenez  
Coordinator  
Winnie-Stowell Hospital District  
P. O. Box 1997  
Winnie, Texas 77665  
Ph: 409-296-1003  
Fax 409-296-1003  
yjimenez@wshd-tx.com

- b. It shall be the responsibility of the Provider to submit proof that the claim for benefits is covered and payable under the provisions of the Plan. Any appeal must include the following information:

- i. The name of the Client/Provider;
- ii. The Client's social security number (Billing ID);
- iii. The Client's ICAP #;
- iv. All facts and theories supporting the claim for benefits. Failure to include any theories or facts in the appeal will result in their being deemed waived. In other words, the Provider will lose the right to raise factual arguments and theories, which support this claim if the Provider fails to include them in the appeal;
- v. A statement in clear and concise terms of the reason or reasons for disagreement with the handling of the claim; and
- vi. Any material or information that the Provider has which indicates that the Provider is entitled to benefits under the Plan.

5. If the Provider provides all of the required information, the District's Indigent Care Director will responsible to facilitate a prompt decision on whether Provider's claim will be eligible for payment under the Plan in an expedited manner or in order to not harm the ICAP client.



## 6. Second Appeal Level

- a. Adverse Decision on First Appeal; Requirements for Second Appeal: Upon receipt of notice of the Plan's adverse decision regarding the first appeal, the Provider has an additional 60 days to file a second appeal of the denial of benefits. The Provider again is entitled to a "full and fair review" of any denial made at the first appeal, which means the Provider has the same rights during the second appeal as he or she had during the first appeal. As with the first appeal, the Provider's second appeal must be in writing and must include all of the items and information set forth in the section entitled "Requirements for First Appeal" And shall additionally include a brief statement setting forth the Provider's rationale as to why the initial appeal decision was in error.
- b. To file an appeal, the Provider's appeal must be addressed as follows and either mailed or faxed as follows:

Mrs. Sherrie Norris  
Administrator  
Winnie-Stowell Hospital District  
P. O. Box 1997  
Winnie, Texas 77665  
Ph: 409-296-1003  
Fax 409-296-1003  
snorris@wshd-tx.com.

7. Subject to the Second Appeal being presented to Administrator before the District gives notice of its next regularly scheduled meeting, the District's Administrator shall include an agenda item for the appeal at the next regularly scheduled meeting and the Board will consider the appeal in executive session. Thereafter, it will render its decision as allowed pursuant to the Texas Open Meetings Act and the various state and federal medical privacy laws within fourteen (14) days of the meeting.
8. The decision by the District's Board Second Appeal will be final, binding and conclusive and will be afforded the maximum deference permitted by law. All claim review procedures provided for in the ICAP must be exhausted before any legal action is brought. Any legal action for the recovery of any benefits must be commenced within one (1) year after the claim review procedures have been exhausted or legal statute.

## **IX. PROCEDURE TO CHANGE ELIGIBILITY OR SERVICES PROVIDED:—**

Pursuant to Section 61.063 of the Health and Safety Code, WSHD may not change its eligibility standards to make the standards more restrictive and may not reduce the health care services it offers unless it complies with the requirements of this section:

- A. Publish Notice of Intent to Change: Post Notice in Newspaper ninety (90) days before the

date on which a change would take effect. This notice of the proposed change must be published in a newspaper of general circulation in the hospital's service area and set a date for a public hearing on the change. The published notice must include the date, time, and place of the public meeting. The notice is in addition to the notice required by Chapter 551, Government Code.

- B. Public Hearing: The WSHD shall have a public hearing no later than the thirtieth (30<sup>th</sup>) day before the date on which the change would take effect. The meeting must be held at a convenient time in a convenient location in the hospital's service area. Members of the public may testify at the meeting.
- C. Formally Adopt Policy Change: If, based on the public testimony and on other relevant information, the WSHD's Board finds that the change would not have a detrimental effect on access to health care for the residents the WSHD serves; the WSHD may adopt the change. This finding must be formally adopted.

**X. ~~FORMS/RESOURCES: To find out more about the State of Texas's Indigent Health Program, please view the following links:~~**

- [A. Form 100-Application for Healthcare](#)
- [B. Form 101-Worksheet](#)
- [C. Form 101\(A\)-Report Changes](#)
- [D. Form 102-Appointment Notice Form](#)
- [E. Form 103-Request for Information](#)
- [F. Form 104-Health Care Services Record](#)
- [G. Form 106-Eligibility Dispute Resolution Request](#)
- [H. Form 108-Case Record Information Release](#)
- [I. Form 109-Notice of Eligibility](#)
- [J. Form 117-Notice of Ineligibility](#)
- [K. Form 128-Employment Verification](#)
- [L. Form 149-Self-Employment Income](#)
- [M. Prescription Drug Voucher](#)
- [N. Authorization of Background Check Form](#)
- [O. Authorization for Release of Information](#)
- [P. Privacy Policy](#)
- [Q. Fraud/Misrepresentation & Disruptive Behavior Policy](#)





P.O. Box 1997  
Winnie, Texas 77665  
Phone: 409-296-1003

### **Authorization for Release of Information**

#### **Applicant Name:**

I hereby give permission to the Winnie Stowell Hospital District ("WSHD") to contact any source to verify the statements I have made in my application. I understand that a background check company and the Texas Workforce Commission will be contacted. I will cooperate fully with the WSHD personnel to obtain any information necessary to verify statements about my eligibility. I understand that random home visits will be conducted.

(Print name of Authorized Representative) is my representative and I give the WSHD permission to speak to them in person or on the phone at any time regarding my eligibility or benefits under the WSHD Indigent Care Assistance Program ("ICAP")

I have been told and I understand that my failure to meet the obligations set forth or the unlawful use of ICAP benefits can result in the recovery of any loss by repayment, or by the filing of criminal or civil charges against me.

I give permission for my legal counsel or the Social Security Administration to release information regarding my application or appeal for SSI Disability benefits. I also give permission for any providers treating me to release my medical records to the WSHD for the purpose of determining proper referrals and/or determining whether or not the services provided meet the criteria for payment by the WSHD ICAP.

#### **Acknowledgment of Receipt of Notice of Privacy Practices**

I understand that as part of the provision of healthcare services, WSHD creates and maintains health records and other information describing, among other things, my health and medical history, symptoms, examination and test results, diagnoses, treatment, and any plans for future care or treatment.

I have been provided with a Notice of Privacy Practices that provides a more complete description of the uses and disclosures of certain health information. I have read and understand that document. I consent to the use and disclosure, by WSHD and its agents of my medical and health information and/or protected health information as is stated in the Notice of Privacy Practices. I understand that WSHD County reserves the right to change its Notice and practices with regard to the use and disclosure of health information. I understand that I have the right to request restrictions as to how my health information may be used or disclosed for treatment, payment, or healthcare operations, but that Collin County is not required to agree to the requested restrictions.

This authorization is effective for one (1) year from the date of signature below.

---

**Applicant Signature**

**Date**



**WINNIE STOWELL HOSPITAL DISTRICT**  
**PRIVACY POLICY**

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED**  
**AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**  
**PLEASE READ IT CAREFULLY**

**If you have any questions about this Notice, please contact: Yani Jimenez by calling 409-296-1003.**

We are required by law to maintain the privacy of protected health information and to provide patients with notice of our legal duties and privacy practices with respect to protected health information. This Notice of Privacy Practices describes how we may use and disclose your protected health information to carry out treatment, payment or health care operations and for other purposes that are permitted or required by law. It also describes your rights to access and control your protected health information. "Protected health information" is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services.

We are required to abide by the terms of this Notice of Privacy Practices. We may change the terms of our notice, at any time. The new notice will be effective for all protected health information that we maintain at that time. Upon your request, we will provide you with any revised Notice of Privacy Practices by either mailing the revised Notice to an address you provide or by delivering a revised Notice to you at our office.

**1. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

**Uses and Disclosures of Protected Health Information for Treatment, Payment and Health Care Operations**

We are permitted to use and disclose your protected health information for treatment, payment and health care operations as described in this Section 1. Your protected health information may be used and disclosed by us and others outside of our office that are involved in your care and treatment for the purpose of providing health care services to you. Your protected health information may also be used and disclosed to facilitate payment of your health care bills and to support our operations.

Following are examples of the types of uses and disclosures of your protected health care information that we are permitted to make. These examples are not meant to be exhaustive, but to describe the types of uses and disclosures that may be made by our office.

**Treatment:** We will use and disclose your protected health information to provide, coordinate, or manage your health care and any related services. This includes the coordination or management of your health care with a third party that has already obtained your permission to have access to your protected health information. For example, we would disclose your protected health information, as necessary, to a home health agency that provides care to you. We will also disclose protected health information to other physicians and health care providers who may be treating you: i.e. your protected health information may be provided to a physician to whom you have been referred to ensure that the physician has the necessary information to diagnose or treat you.

In addition, we may disclose your protected health information from time-to-time to another physician or health care provider (e.g., a specialist or laboratory) who, at our request, becomes involved in your care by providing assistance with your health care diagnosis or treatment.



**Payment:** Your protected health information may be used, as needed, to obtain payment for your health care services. This may include certain activities that a payor (whether a governmental entity or private insurance or other health plan) may undertake before it approves or pays for the health care services we recommend for you, such as making a determination of eligibility or coverage for insurance benefits, reviewing services provided to you for medical necessity, and undertaking utilization review activities. Your protected health information may be used, as needed, to obtain reimbursement from a sponsor who signed an I-864 affidavit of support on your behalf.

**Healthcare Operations:** We may use or disclose, as-needed, your protected health information in order to support the business activities of our office. These activities include, but are not limited to: quality assessment activities; employee review activities; training of medical students, other practitioners, or non-health care professionals; accreditation; certification; licensing; credentialing; and conducting or arranging for other business activities. For example, we may use and disclose your protected health information when training and reviewing our staff. We may use or disclose your protected health information, as necessary, to contact you to remind you of upcoming appointments.

If you are a job applicant, existing employee, or a family member of an employee covered by the County's health insurance, we will share your protected health information with the Collin County Human Resources Department, and/or supervising department as part of routine business operations. Some examples of situations where your information would be shared are: post-offer/pre-employment health screening outcomes, wellness screening outcomes, random drug screening outcomes, and Department of Transportation physical outcomes.

We will share your protected health information with third party "business associates" that perform various activities (e.g., auditing, legal) for us. Whenever an arrangement between our office and a business associate involves the use or disclosure of your protected health information, we will have a written contract that contains terms that will protect the privacy of your protected health information. This requirement will not apply if the business associate is a "health care component" designated by our governing body.

We may use or disclose your protected health information, as necessary, to provide you with information about treatment alternatives or other health-related benefits and services we offer that may be of interest to you. You may contact our Privacy Official to request that these materials not be sent to you.

**Emergencies:** We may use or disclose your protected health information in an emergency treatment situation.

*i. Other Uses and Disclosures of Protected Health Information Based upon Your Written Authorization*

Other uses and disclosures of your protected health information will be made only with your written authorization, unless otherwise permitted or required by law as described below. You may revoke this authorization, at any time, in writing, except to the extent that we have taken an action in reliance on the use or disclosure indicated in the authorization.

*ii. Other Permitted Uses and Disclosures to Which You May Agree or Object*

We may use and disclose your protected health information in the following instances. You have the opportunity to agree or object to the use or disclosure of all or part of your protected health information. If you are not present or able to agree

or object to the use or disclosure of the protected health information, then we may, using professional judgment, determine whether the disclosure is in your best interest. In this case, only the protected health information that is relevant to your health care will be disclosed.

**Others Involved in Your Healthcare:** Unless you object, we may disclose to a member of your family, a relative, a close friend or any other person you identify, your protected health information that directly relates to that person's involvement in your health care. If you are not present or unable to agree or object to such a disclosure because of your incapacity or an emergency circumstance, we may disclose such information as necessary if we determine that it is in your best interest based on our professional judgment. We may use or disclose protected health information to notify or assist in notifying a family member,

personal representative or any other person that is responsible for your care of your location, general condition or death. Finally, we may use or disclose your protected health information to an authorized public or private entity to assist in disaster relief efforts and to coordinate uses and disclosures to family or other individuals involved in your health care.

*iii. Other Permitted and Required Uses and Disclosures That May Be Made Without Your Consent, Authorization or Opportunity to Object*

We may use or disclose your protected health information in the following situations without your consent or authorization. These situations include:

**Required By Law:** We may use or disclose your protected health information to the extent that the use or disclosure is required by law. The use or disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law. If required by law, you will be notified of any such uses or disclosures.

**Public Health:** We may disclose your protected health information for public health activities and purposes to a public health authority that is permitted by law to collect or receive the information. The disclosure will be made for the purpose of controlling disease, injury or disability. We may also disclose your protected health information, if directed by the public health authority, to a foreign government agency that is collaborating with the public health authority.

**Communicable Diseases:** We may disclose your protected health information, if authorized by law, to a person who may have been exposed to a communicable disease or may otherwise be at risk of contracting or spreading the disease or condition.

**Abuse or Neglect:** We may disclose your protected health information to a public health authority or other government authority that is authorized by law to receive reports of child abuse or neglect. In addition, if we believe that you have been a victim of abuse, neglect or domestic violence we may disclose your protected health information to the governmental entity or agency authorized to receive such information. In this case, the disclosure will be made consistent with the requirements of applicable federal and state laws.

**Health Oversight:** We may disclose protected health information to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies seeking this information include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws.

**Food and Drug Administration:** We may disclose your protected health information to a person or company required by the Food and Drug

verse events, product defects or problems, biological product deviations; to track products; to enable product recalls; to make repairs or replacements; or to conduct post marketing surveillance, as required.

**Legal Proceedings:** We may disclose protected health information in the course of any judicial or administrative proceeding in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), and in response to a subpoena, discovery request or other lawful process as permitted by law. We may disclose protected health information in the course of any legal proceedings which seek reimbursement from a sponsor who signed an I-864 affidavit of support on your behalf.

**Law Enforcement:** We may disclose protected health information, so long as applicable legal requirements are met, for law enforcement purposes. Such disclosures include (1) the reporting of certain physical injuries; (2) responding to legal processes; (3) providing limited information for identification and location purposes, (4) providing law enforcement officials with information pertaining to victims of a crime; (5) reporting deaths possibly resulting from criminal conduct; (6) reporting a crime that occurs on our premises; and (7) reporting criminal activity outside our premises that results in emergency medical services.

**Coroners, Funeral Directors, and Organ Donation:** We may disclose protected health information to a coroner or medical examiner for identification purposes, determining cause of death or for the coroner or



medical examiner to perform other duties authorized by law. We may also disclose protected health information to a funeral director, as authorized by law, in order to permit the funeral director to carry out his/her duties. We may disclose such information in reasonable anticipation of death. Protected health information may be used and disclosed for cadaveric organ, eye or tissue donation purposes.

**Research:** We may disclose your protected health information to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your protected health information.

**Serious Threat to Health or Safety:** Consistent with applicable federal and state laws, we may disclose your protected health information if we believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. We may also disclose protected health information if it is necessary for law enforcement authorities to identify or apprehend an individual.

**Military Activity and National Security:** When the appropriate conditions apply, we may use or disclose protected health information of individuals who are Armed Forces personnel (1) for activities deemed necessary by appropriate military command authorities; (2) for the purpose of a determination by the Department of Veterans Affairs of your eligibility for benefits, or (3) to foreign military authority if you are a member of that foreign military services. We may also disclose your protected health information to authorized federal officials for conducting national security and intelligence activities, including for the provision of protective services to the President or certain other individuals.

**Inmates:** We may use or disclose your protected health information if you are an inmate of a correctional facility and we created or received your protected health information in the course of providing care to you.

**Workers' Compensation:** Your protected health information may be disclosed by us as authorized to comply with workers' compensation laws and other similar legally-established programs.

**Sponsored Immigrant (I-864 Affidavit of Support):** Your protected health information may be disclosed as part of a request for reimbursement from a person who sponsored your admissibility into the United States by signing an I-864 on your behalf. Additionally, your protected health information may be disclosed in public legal proceedings if we pursue legal proceedings against a sponsor who signed an I-864 affidavit of support on your behalf.

**Project Access-Collin County, Inc.:** Your protected health information may be disclosed in order to provide continuity of care through Collin County's participation in the Project Access—Collin County, Inc. program.

**Required Uses and Disclosures:** Under the law, we must make disclosures to you and when required by the Secretary of the Department of Health and Human Services to investigate or determine our compliance with the requirements of Title 45, Code of Federal Regulations, Parts 160 and 164.

## **2. YOUR RIGHTS**

Following is a statement of your rights with respect to your protected health information and a brief description of how you may exercise these rights.

**You have the right to request a restriction of your protected health information.** This means you may ask us not to use or disclose any part of your protected health information for the purposes of treatment, payment or healthcare operations. You may also request that any part of your protected health information not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice of Privacy Practices. Your request must state the specific restriction requested and to whom you want the restriction to apply.

We are not required to agree to a restriction that you may request. If we believe it is in your best interest to permit use and disclosure of your protected health information, your protected health information will not be restricted. If we agree to the requested restriction, we may not use or disclose your protected health information in violation of that restriction unless it is needed to provide emergency treatment. Additionally,

if you are a sponsored immigrant and we need to use your protected health information in order to seek reimbursement from the person who sponsored you with an I-864 affidavit of support, your protected health information will not be restricted when communicating with your sponsor or pursuing legal action against your sponsor. With this in mind, please discuss any restriction you wish to request with your health care provider. You may request a restriction by completing a “Restriction of use and Disclosures Request Form,” which you may obtain from our Privacy Official.

**You have the right to request to receive confidential communications from us by alternative means or at an alternative location.** We will accommodate reasonable requests. We may also condition this accommodation by asking you for information as to how payment will be handled or specification of an alternative address or other method of contact. We will not request an explanation from you as to the basis for the request. Please make this request in writing to our Privacy Official.

**You have the right to inspect and copy your protected health information.** This means you may inspect and obtain a copy of protected health information about you that is contained in a designated record set for as long as we maintain the protected health information. A “designated record set” contains medical and billing records and any other records that we use for making decisions about you.

Under federal law, however, you may not inspect or copy the following records: psychotherapy notes; information compiled in reasonable anticipation of, or use in, a civil, criminal, or administrative action or proceeding; and protected health information that is subject to any law that prohibits access to protected health information. Depending on the circumstances, a decision to deny access may be reviewable. Please contact our Privacy Official if you have questions about access to your medical record.

**You may have the right to have us amend your protected health information.** This means you may request an amendment of protected health information about you in a designated record set for as long as we maintain this information. Requests for amendment must be in writing and must provide a reason to support each requested amendment. In certain cases, we may deny your request for an amendment. If we deny your request for amendment, you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy of any such rebuttal. Please contact our Privacy Official if you have questions about amending your protected health information.

**You have the right to receive an accounting of certain disclosures we have made, if any, of your protected health information.** This right applies to disclosures for purposes other than treatment, payment or healthcare operations as described in this Notice of Privacy Practices. It excludes disclosures we may have made to you, to family members or friends involved in your care, for notification purposes, and for other purposes, as permitted by law. You have the right to receive specific information regarding these disclosures that occurred after April 14, 2003 and during the six years prior to your request. You may request a shorter timeframe. The right to receive this information is subject to certain exceptions, restrictions and limitations.

**You have the right to obtain a paper copy of this notice from us,** upon request, even if you have agreed to accept this notice electronically.

### **3. COMPLAINTS**

You may complain to us or to the Secretary of Health and Human Services if you believe your privacy rights have been violated by us. You may file a complaint with us by notifying the person named below of your complaint. We will not retaliate against you for filing a complaint.

For further information about the complaint process, or to file a complaint, contact:

- Yani Jiminez, 538 Broadway, Winnie, TX 77665
- Phone 409-296-1003
- Fax 409------

For further information about filing a complaint with the Secretary of Health and Human Services, or to file a complaint, contact:

**U.S. Dept. of Health & Human Services, Office for Civil Rights**  
Medical Privacy, Complaint Division 200 Independence Avenue, SW HHH  
Building, Room 509H Washington, D.C. 20201  
Phone: 866-627-7748 , TTY: 886-788-4989

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Applicant Signature

Date

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P.O. Box 1997  
Winnie, Texas 77665  
Phone: 409-296-1003

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## WINNIE STOWELL HOSPITAL DISTRICT FRAUD/MISREPRESENTATION & DISRUPTIVE BEHAVIOR POLICY

### Definition

1. “Fraud/Misrepresentation” is the deliberate misrepresentation of a material fact for the purpose of acquiring benefits.
  - a. Fraud/Misrepresentation includes the failure to notify the Winnie Stowell Hospital District (“WSHD”) of changes that affect an applicant’s ability to participation in the WSHD’s Indigent Care Assistance Program (“ICAP”).
  4. Arrest for Drug or Alcohol Offenses: Failure to report any drug or alcohol arrest or convictions at the time of filing an application to participate in the ICAP or after constitutes Fraud/Misrepresentation.
  5. At Fault Injuries: Failure to notify the District of injuries sustained due to a motor vehicle accident or an assault in which medical expenses are incurred by the District related to that accident or assault, unless proper documentation is provided showing no other liability, constitutes Fraud/Misrepresentation.
  6. Notice of Lawsuit: Failure to give notice of any personal injury lawsuit or settlement in which medical expenses are incurred by the District and the ICAP client has the chance to receive or receives a monetary award is Fraud/Misrepresentation.
2. “Disruptive Behavior” is any inappropriate language or behavior that is rude; disruptive; combative; threatening, or abusive to the WSHD staff or staff of any healthcare provider while participating in the WSDH’s ICAP.

A. Procedure Program Guide:

<https://www.dshs.state.tx.us/topicrelatedcontent.aspx?itemsid=759>

B. Q & A Indigent Program: [https://www.dshs.state.tx.us/cihcp/FAQ/cihcp\\_faq.shtm](https://www.dshs.state.tx.us/cihcp/FAQ/cihcp_faq.shtm)

C. State Eligibility Criteria: <https://www.dshs.state.tx.us/cihcp/eligibility.shtm>

D. Application: [https://www.dshs.state.tx.us/CIHCP/Program\\_Handbook/Revision\\_04-4/Forms\\_04-4/Forms\\_pg\\_04-4.shtm](https://www.dshs.state.tx.us/CIHCP/Program_Handbook/Revision_04-4/Forms_04-4/Forms_pg_04-4.shtm)

E. Texas Benefits (assist with eligibility): <https://www.yourtexasbenefits.com>

~~F. Medicare Benefits: <http://www.benefits.gov/ssa>~~

~~G. Chapter 61 Indigent Health Care Act:  
<http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.61.htm>~~

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When the Winnie Stowell Hospital District (“WSHD”) staff has reason to believe that an applicant for the Indigent Care Assistance Program (“ICAP”) has committed Fraud/Misrepresentation or displays Disruptive Behavior, the following procedures shall be followed:

1. Immediately upon receiving knowledge of any Fraud/Misrepresentation or Disruptive Conduct, WSHD staff shall notify the ICAP client, in writing, of the alleged violation of the ICAP.
2. During any investigation of Fraud/Misrepresentation and/or Disruptive Conduct, the ICAP client shall be administratively ineligible to participate in the ICAP.
3. Staff shall investigate all cases of suspected fraud and shall collect and document evidence.
4. During the investigation, the client shall be administratively ineligible from ICAP.
5. Staff shall issue its findings in writing.
6. If the Client disputes the decision of the WSHD staff, the Client can the decision within ninety (90) days of the issuance of staff’s findings.
  - a. Appeals shall be submitted to the WSHD or the Agent of the WSHD, Indigent Care Director with the Winnie-Stowell Hospital District Indigent Health Care Department and state the reason(s) why the applicants should be considered eligible.
  - b. The Chair of the Board of Directors of WSHD or his/her appointed designee serve as the Hearing Officer.
  - c. The Hearing Officer shall have the authority to hold an evidentiary hearing or decide the case from the case file and documentation provided including any and all documents presented with the appeal.
  - d. The Hearing Officer's decision is administratively final and non-appealable.
  - e. In the event that the District and the Applicant or Client cannot resolve the dispute, the District must submit a Form 106, Eligibility Dispute Resolution Request, within ninety (90) days to the Texas Commission on Health and Human Services Commission.

### **Consequence of Fraud**

If the WSHD staff determines that the allegations Fraud/Misrepresentation or Disruptive Conduct have merit, staff of the WSHD has discretion to discipline the Client in a manner consistent with violation of the ICAP, including but not limited to:

1. Termination from the ICAP;
2. The repayment of ICAP benefits; and
3. Criminal prosecution under the Texas Penal Code.

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Applicant Signature

Date

# Exhibit “B”



**Winnie-Stowell Hospital District**  
**Balance Sheet**  
 As of March 31, 2019

	Mar 31, 19
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
100 Prosperity Bank -Checking	519,838.08
102 Prosperity Bank - CD#0447	106,475.86
104 Post Oak Bank - CD#9053	2,733,749.99
105 TexStar	676,330.55
107 Graham InterBank combined	
107.01a GIB 1008 DAISA	-0.30
107.01b GIB 0228 DACA	207,837.86
	207,837.56
Total 107 Graham InterBank combined	207,837.56
108 Post Oak NHs Combined	2,497,408.89
	6,741,640.93
Total Checking/Savings	6,741,640.93
<b>Other Current Assets</b>	
110 Sales Tax Receivable	116,206.43
114 Accounts Receivable NH	18,753,634.52
117 NH - QIPP Prog Receivable	
117.01 NH QIPP 1	-260,938.34
117 NH - QIPP Prog Receivable - Other	6,001,525.66
	5,740,587.32
Total 117 NH - QIPP Prog Receivable	5,740,587.32
118 Prepaid Expense	3,775.00
119 Prepaid IGT	5,285,361.30
	29,899,564.57
Total Other Current Assets	29,899,564.57
Total Current Assets	36,641,205.50
<b>Fixed Assets</b>	
120 Equipment	140,654.96
125 Accumulated Depreciation	-113,810.64
	26,844.32
Total Fixed Assets	26,844.32
<b>TOTAL ASSETS</b>	<b>36,668,049.82</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
190 NH Payables Combined	2,515,147.85
201 NHP Accounts Payable	2,393,398.77
201.1 NH Payable - LTC	273,600.00
210.14 Loan Payable #14 QIPP 2	4,342,432.85
210.50 Loan Post Oak #3 QIPP 2	2,000,000.00
225 FUTA Tax Payable	112.00
230 SUTA Tax Payable	251.31
235 Payroll Liabilities	1,830.01
240 Accounts Payable NH	16,151,110.07
	27,677,882.86
Total Other Current Liabilities	27,677,882.86
Total Current Liabilities	27,677,882.86
Total Liabilities	27,677,882.86
<b>Equity</b>	
300 Net Assets, Capital, net of	59,503.44
310 Net Assets-Unrestricted	4,755,312.01
Retained Earnings	3,985,942.97
Net Income	189,408.54
	8,990,166.96
Total Equity	8,990,166.96
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>36,668,049.82</b>

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

As of March 31, 2019

Accrual Basis

	Jan - Mar 19	Budget	\$ Over Bud...	% of Budget
<b>Income</b>				
400 Sales Tax Revenue	137,079.64	500,000.00	-362,920.36	27.4%
405 Investment Income	5,795.31	10,000.00	-4,204.69	58.0%
409 Tobacco Settlement	0.00	11,500.00	-11,500.00	0.0%
415 Nursing Home - QIPP Progr...	6,029,928.00	23,350,738.00	-17,320,810.00	25.8%
<b>Total Income</b>	<b>6,172,802.95</b>	<b>23,872,238.00</b>	<b>-17,699,435.05</b>	<b>25.9%</b>
<b>Expense</b>				
500 Admin-Administrative Salary	15,307.72	52,000.00	-36,692.28	29.4%
504 Admin-Administrators PR Tax	816.28	4,500.00	-3,683.72	18.1%
505 Admin-Board Bonds	50.00	250.00	-200.00	20.0%
515 Admin-Bank Service Charges	90.00	360.00	-270.00	25.0%
521 Professional Fees - Acctng	30,748.70	15,000.00	15,748.70	205.0%
522 Professional Fees-Auditing	0.00	25,000.00	-25,000.00	0.0%
523 Professional Fees - Legal	3,000.00	65,000.00	-62,000.00	4.6%
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.	450.48	8,500.00	-8,049.52	5.3%
562 Admin-Travel&Mileage Rei...	1,238.88	600.00	638.88	206.5%
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	1,304.40	6,800.00	-5,495.60	19.2%
572 Admin-Web Site	835.00	1,500.00	-665.00	55.7%
573 Admin-Copier Lease/Contract	529.54	1,800.00	-1,270.46	29.4%
575 Admin-Cell Phone Reimburse	450.00	1,800.00	-1,350.00	25.0%
576 Admin-Telephone/Internet	606.18	2,000.00	-1,393.82	30.3%
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 Partner...	45,000.00	180,000.00	-135,000.00	25.0%
602 IC-WCH 1115 Waiver Prog	0.00	1,000,000.00	-1,000,000.00	0.0%
603a IC-Pharmaceutical Costs	22,059.87	85,000.00	-62,940.13	26.0%
604 IC-Non Hosp Cost-Other	0.00	10,000.00	-10,000.00	0.0%
604 IC-Non Hosp Costs UTMB	19,283.11	180,000.00	-160,716.89	10.7%
605 IC-Office Supplies/Postage	202.38	1,200.00	-997.62	16.9%
611 IC-Indigent Care Dir Salary	6,047.25	27,000.00	-20,952.75	22.4%
612 IC-Payroll Taxes -Ind Care	124.66	2,400.00	-2,275.34	5.2%
615 IC-Software	3,227.00	12,708.00	-9,481.00	25.4%
616 IC-Travel	114.66	550.00	-435.34	20.8%
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	1,429,357.38	5,450,264.00	-4,020,906.62	26.2%
631 NH Program-IGT	3,334,134.80	12,450,207.00	-9,116,072.20	26.8%
633 NH Program-Acctg Fees	0.00	43,000.00	-43,000.00	0.0%
634 NH Program-Legal Fees	47,600.25	150,000.00	-102,399.75	31.7%
635 NH Program-LTC Fees	410,400.00	1,641,600.00	-1,231,200.00	25.0%
637 NH Program-Interest Expense	609,844.64	1,515,607.00	-905,762.36	40.2%
638 NH Program-Bank Fees & M...	21.10			
653 Service Fee	0.00	100.00	-100.00	0.0%
<b>Total Expense</b>	<b>5,983,394.41</b>	<b>23,078,446.00</b>	<b>-17,095,051.59</b>	<b>25.9%</b>
<b>Net Income</b>	<b>189,408.54</b>	<b>793,792.00</b>	<b>-604,383.46</b>	<b>23.9%</b>

# WSHD Treasurer's Report and Supporting Documents

Reporting Date: Wednesday, April 17, 2019

Pending Expenses	For	Amount	Funds Summary	Totals
WSHD-Graham Interbank (See Supplement)	Reimb QIPP 1 A1 & fees	\$1,447.65	Prosperity Operating	\$541,271.67
Brookshire Brothers	Indigent Care	\$7,437.92	Interbank (Prepaid Interest)	\$60,991.41
Brookshire Brothers-Winnie	Indigent Care Medicare	\$6.80	Prosperity CD	\$106,475.86
Wilcox Pharmacy	Indigent Care	\$1,898.59	TexStar	\$676,330.55
UTMB at Galveston	Indigent Care	\$13,785.14	Post Oak Bank LOC (Available)	\$700,000.00
UTMB Faculty Group	Indigent Care	\$4,410.24	Net Cash Position (less Interbank)	\$2,024,078.08
Indigent Healthcare Solutions	IC Inv #67717	\$1,109.00	Pending Expenses	(\$51,665.70)
American Education Services	S Stern-Student Loan	\$150.14	Ending Balance	<b>\$1,972,412.38</b>
Function 4-Contract	Invs # 696869 & 698176	\$219.31	<b>Last Month</b>	
Benckenstein & Oxford	Inv# 87250 (Jan 2019)	\$17,375.00	Prosperity Operating	\$1,282,741.35
Hubert Oxford	1/2 Legal Retainer	\$500.00	Interbank	\$4,871,342.31
Josh Heinz	1/2 Legal Retainer	\$500.00	Prosperity CD	\$106,475.86
David Sticker	Inv #		TexStar	\$674,948.36
Prosperity Bank	Credit Card (ACH)	\$1,282.11	Post Oak Bank LOC (Available)	\$700,000.00
The Hometown Press	Invs 1851, 1930, 1950	\$919.20	Net Cash Position (less Interbank)	\$2,636,568.46
The Seabreeze Beacon	Inv #3558	\$624.60	Pending Expenses	\$57,734.73
<b>Total Pending Expenses</b>		<b>\$51,665.70</b>	Ending Balance	<b>\$2,589,421.85</b>

## Transactions Since Last Meeting

Date	To	For	Amount
3/30/2019	Salt Creek Capital	Loan 13-Int (Month 8/10)	(\$88,794.05)
3/30/2019	Salt Creek Capital	Loan 13-Principal	(\$6,342,431.99)
3/30/2019	Salt Creek Capital	Loan 14-Int (Month 4 of 10)	(\$60,794.06)
4/7/2019	Post Oak Bank	LOC Interest	(\$6,027.78)
3/31/2019	Payment to Managers	Adjustment 1a	(\$130,729.09)
<b>Total Transactions Since Last Meeting</b>			<b>(\$6,636,749.19)</b>

## Upcoming Transactions

Anticipated Date	For	Upcoming Transactions	Income	Expenses
4/18/2019-4/30/2019	MCO	QIPP 2, Qtr 3 Mar. Component 1 Payment	\$1,008,264.45	
4/18/2019-4/30/2019	MCO	QIPP 2, Qtr 1 Comps 2, 3, & Lapse Funds	\$2,667,291.90	
4/19/2019	Nursing Facilities	1545.00 Non-QIPP funds		(\$1,545.00)
4/30/2019	Salt Creek Capital	Loan 14-Interest (Month 5/10)		(\$60,794.06)
5/1/2019	*Nursing Facilities	Payment of QIPP 2, Qtr. 2, Component 2, 3, & Lapsing Funds		\$1,152,027.09
5/7/2019	Post Oak Bank	LOC Interest		(\$5,833.33)

**Outstanding Short Term Revenue Note**

<b>Loan 13-Principle</b>	\$6,342,431.99				
<b>Interest</b>	16.80%				
<b>Fund Received</b>	5/29/2018				
	<b>Date</b>	<b>Balance</b>	<b>Interest</b>	<b>Principal Rcvd.</b>	<b>Payment</b>
1	6/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
2	7/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
3	8/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
4	9/29/2018	\$6,342,431.99	\$88,795.05	\$0.00	\$88,795.05
5	10/29/2018	\$6,342,431.99	\$88,795.05	\$936,302.74	\$88,795.05
6	11/30/2018	\$6,342,431.99	\$88,795.05	\$953,383.89	\$88,795.05
7	1/2/2019	\$6,342,431.99	\$88,795.05	\$1,012,174.09	\$88,795.05
8	1/31/2019	\$6,342,431.99	\$88,795.05	\$1,014,868.55	\$88,795.05
Reserve	2/19/2019	\$6,342,431.99	\$0.00	\$352,893.37	\$0.00
9	2/28/2019	\$6,342,431.99	\$88,795.05	\$998,298.86	\$88,795.05
10	3/30/2019	\$6,342,431.99	\$88,795.05	\$1,074,510.49	\$88,795.05
<b>Amount Paid</b>	3/29/2019	\$0.00	<b>\$887,950.50</b>	<b>\$6,342,431.99</b>	<b>\$7,230,382.49</b>
<b>Amount Due: March 29, 2019</b>			<b>\$887,950.50</b>	<b>\$6,342,431.99</b>	<b>\$7,230,382.49</b>
<b>Amount Remaining</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Outstanding Short Term Revenue Note**

<b>Loan 14-Principle</b>	\$4,342,432.85				
<b>Interest</b>	16.80%				
<b>Fund Received</b>	11/29/2018				
	<b>Date</b>	<b>Balance</b>	<b>Interest</b>	<b>Principal Rcvd.</b>	<b>Payment</b>
1	1/2/2019	\$4,342,432.85	\$60,794.06	\$0.00	\$60,794.06
2	1/31/2019	\$4,342,432.85	\$60,794.06	\$0.00	\$60,794.06
3	2/28/2019	\$4,342,432.85	\$60,794.06	\$0.00	\$60,794.06
4	3/31/2019	\$4,342,432.85	\$60,794.06		\$60,794.06
5	4/30/2019	\$4,342,432.85	\$60,794.06		\$60,794.06
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
<b>Amount Paid</b>	9/30/2019	\$0.00	\$303,970.30	\$0.00	\$303,970.30
<b>Amount Due: Sept. 30, 2019</b>			<b>\$607,940.60</b>	<b>\$4,342,432.85</b>	<b>\$4,950,373.45</b>
<b>Amount Remaining</b>			<b>\$303,970.30</b>	<b>\$4,342,432.85</b>	<b>\$4,646,403.15</b>

**Post Oak Bank Line of Credit**

<b>Principle</b>	\$2,700,000.00	<b>Principle Balance Owed</b>	\$2,000,000.00		
<b>Interest</b>	3.25%	<b>LOC Funds Available</b>	\$700,000.00		
<b>Line of Credit Available</b>	10/3/2018				
	<b>Date</b>	<b>Description</b>	<b>Withdrawal / Advance</b>	<b>Principle Payment</b>	<b>Interest</b>
	3/7/2019	Interest Payment			(\$5,444.45)
	4/7/2019	Interest Payment			(\$6,027.78)
	5/7/2019	Interest Payment			(\$5,833.33)

**District's Investments**

	<b>Amount</b>	<b>Percentage</b>	<b>From</b>	<b>To</b>	<b>Interest</b>
*CD at Post Oak Bank C.D. #9503	\$2,700,000.00	1.50%	3/1/2019	3/31/2019	\$33,749.99
CD at Prosperity (Qtr.) C.D. #0447	\$106,475.86	0.75%	3/1/2019	3/31/2019	\$467.60
Texstar C.D. #1110	\$676,330.55	1.90%	3/1/2019	3/31/2019	\$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

Item 4-Explanation of \$1,477.37 Underpayment

2019.3.20 Recommendation Interbank Account(s) Reconciliation- <u>Retain 1/2 Adjustment</u> A1	
Available Balance DACA	\$5,186,090.83
Available Balance DAISA	\$162,979.33
<b>Total Current Interbank Balances</b>	<b>\$5,349,070.16</b>
Outstanding Feb. 2019 Component 1 Payments	\$646,565.35
Outstanding QIPP 1 A1 Adjustment Payments	\$1,377.37
<b>Balance</b>	<b>\$5,997,012.88</b>
Non-QIPP -UHC NH funds	(\$16,775.00)
Less <u>Manager's</u> Share Adjustment A1 for QIPP Year 1	(\$130,469.17)
<b>Balance</b>	<b>\$5,849,768.71</b>
Loan 13 Payment	(\$6,342,431.99)
<b>Balance Shortfall</b>	<b>(\$492,663.28)</b>
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)
<b>Minimum Amount Due in Interbank DACA</b>	<b>(\$703,085.45)</b>

Adjustment to 2019.3.20 Recommendation Interbank Account(s) Reconciliation- <u>Retain 1/2 Adjustment</u> A1	
Available Balance DACA	\$5,186,090.83
Available Balance DAISA	\$162,979.33
<b>Total Current Interbank Balances</b>	<b>\$5,349,070.16</b>
Outstanding Feb. 2019 Component 1 Payments	\$646,565.35
Outstanding QIPP 1 A1 Adjustment Payments	\$0.00
<b>Balance</b>	<b>\$5,995,635.51</b>
Non-QIPP -UHC NH funds	(\$16,775.00)
Less <u>Manager's</u> Share Adjustment A1 for QIPP Year 1	(\$130,469.17)
<b>Balance</b>	<b>\$5,848,391.34</b>
Loan 13 Payment	(\$6,342,431.99)
<b>Balance Shortfall</b>	<b>(\$494,040.65)</b>
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)
<b>Minimum Amount Due in Interbank DACA</b>	<b>(\$704,462.82)</b>

Current Status of Interbank	
Graham Balance	\$60,991.41
Underpayment for Interest	\$1,377.37
To make balance 100.00	\$70.28
Balance	\$62,439.06
NonQIPP Funds	-\$1,545.00
Balance	\$60,894.06
Loan 14, April 29, 2019 Interst Payment	-\$60,794.06
	\$100.00

Underpayment for Interest	\$1,377.37
To make balance 100.00	\$70.28
	\$1,447.65

# Home

Prosperity

ALL ACCOUNTS

FAVORITES ★

Sort By: Account Number ▾

## Checking

Available Previous Day

WSHD \*4431 ★

\$541,271.67 \$541,271.67

TOTAL \$541,271.67 \$541,271.67

## Investment Accounts

Available Previous Day

CD 02 \*0447 ★

\$106,475.86 \$106,475.86

TOTAL \$106,475.86 \$106,475.86



List of Accounts for WINNIE-STOWELL HOSPITAL DISTRICT as of April 17, 2019

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Graham - Inter Bank

Deposits

Number	Nickname	Current Balance	Available Balance
*****1008		143,715.72	143,715.72
*****0228		60,991.41	60,991.41
	Total Deposits:	204,707.13	204,707.13



## Account Listing

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### TexSTAR

Account Name	Account Number	Balance
<u>WINNIE STOWELL HOSPITAL DISTRICT</u> <u>GENERAL FUND</u>	0360211110	\$676,330.55

**Total: \$676,330.55**

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WSD Prosperity Checking Account Register  
March 20, 2019 to April 17, 2019

Date	Ref/Check	Description	Amount	Balance	Memo	Category
03/20/19		Deposit	\$194.87	\$1,282,936.22		
03/20/19		Daily Ledger Bal		\$1,282,936.22		
03/21/19		ACH Payment INTUIT PAYROLL S QUICKBC	-\$2,898.02	\$1,280,038.20		
03/21/19		Daily Ledger Bal		\$1,280,038.20		
03/22/19	2559	Check	-\$500.00	\$1,279,538.20		
03/22/19	2557	Check	-\$14,775.25	\$1,264,762.95		
03/22/19		Wire Transfer WIRE OUT WINNIE STOWELL	-\$703,085.45	\$561,677.50		
03/22/19		Wire Transfer Fee WIRE FEE	-\$20.00	\$561,657.50		
03/22/19		Daily Ledger Bal		\$561,657.50		
03/25/19		ACH Payment TIME WARNER CABL TW CAI	-\$202.06	\$561,455.44		
03/25/19	2560	Check	-\$1,562.50	\$559,892.94		
03/25/19	2570	Check	-\$114.66	\$559,778.28		
03/25/19	2569	Check	-\$1,238.88	\$558,539.40		
03/25/19	2558	Check	-\$500.00	\$558,039.40		
03/25/19		Daily Ledger Bal		\$558,039.40		
03/26/19		ACH Payment PROSPERITY BANK VISA PA'	-\$137.82	\$557,901.58		
03/26/19		Daily Ledger Bal		\$557,901.58		
03/27/19	2562	Check	-\$1,109.00	\$556,792.58		
03/27/19	2568	Check	-\$49.00	\$556,743.58		
03/27/19	2561	Check	-\$150.14	\$556,593.44		
03/27/19	2563	Check	-\$6,546.15	\$550,047.29		
03/27/19		Wire Transfer WIRE OUT WINNIE STOWELL	-\$114,203.20	\$435,844.09		
03/27/19		Wire Transfer Fee WIRE FEE	-\$20.00	\$435,824.09		
03/27/19		Daily Ledger Bal		\$435,824.09		
03/29/19		Deposit	\$114,193.20	\$550,017.29		
03/29/19	2571	Check	-\$404.75	\$549,612.54		
03/31/19		Accr Earning Pymt Added to Account	\$872.12	\$550,484.66		
03/31/19		Daily Ledger Bal		\$550,484.66		
04/01/19	2567	Check	-\$1,332.29	\$549,152.37		
04/01/19	2566	Check	-\$3,635.52	\$545,516.85		
04/01/19	2565	Check	-\$1,523.07	\$543,993.78		
04/01/19	2564	Check	-\$32.00	\$543,961.78		
04/01/19		Daily Ledger Bal		\$543,961.78		
04/02/19		Wire Transfer WIRE OUT WINNIE STOWELL	-\$6,027.78	\$537,934.00		
04/02/19		Wire Transfer Fee WIRE FEE	-\$20.00	\$537,914.00		
04/02/19		Daily Ledger Bal		\$537,914.00		
04/04/19		ACH Payment INTUIT PAYROLL S QUICKBC	-\$2,884.79	\$535,029.21		
04/04/19		Daily Ledger Bal		\$535,029.21		
04/08/19	2572	Check	-\$24,123.70	\$510,905.51		
04/08/19		Daily Ledger Bal		\$510,905.51		
04/10/19		ACH Payment IRS USATAXPYMT 270950001	-\$1,777.10	\$509,128.41		
04/10/19		Daily Ledger Bal		\$509,128.41		
04/11/19	995041	Check	-\$15,000.00	\$494,128.41		
04/11/19		Daily Ledger Bal		\$494,128.41		
04/12/19		ACH Deposit CPA STATE FISCAL INV-PAYM	\$9,838.50	\$503,966.91		
04/12/19		ACH Deposit CPA STATE FISCAL INV-PAYM	\$37,438.18	\$541,405.09		
04/12/19		Daily Ledger Bal		\$541,405.09		
04/15/19		Daily Ledger Bal		\$541,405.09		
04/16/19		ACH Payment LEASE DIRECT WEB PAY 630	-\$133.42	\$541,271.67		
04/16/19		Daily Ledger Bal		\$541,271.67		

**GL Totals**

Issued 04/11/19

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 03/31/19-03/31/19

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

Vendor #: 65460

GL #	Description	Amount
WSHD	Wshd	7,437.92
<b>Expenditures</b>		<b>7,437.92</b>
<b>Reimb/Adjustments</b>		
<b>Grand Total</b>		<b>7,437.92</b>

39 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2458*65460*1	WSHD	03/13/2019	18.01	18.01
036-2458*65460*1	WSHD	03/13/2019	25.00	25.00
036-2458*65460*1	WSHD	03/27/2019	6.08	6.08
036-2475*65460*27	WSHD	03/25/2019	34.40	34.40
036-2475*65460*27	WSHD	03/25/2019	45.50	45.50
036-2475*65460*27	WSHD	03/25/2019	13.24	11.94
036-2475*65460*27	WSHD	03/25/2019	30.23	30.23
036-2547*65460*10	WSHD	03/05/2019	10.00	10.00
036-2547*65460*10	WSHD	03/05/2019	15.00	15.00
036-2547*65460*10	WSHD	03/05/2019	598.89	505.26
036-2815*65460*20	WSHD	03/01/2019	5.81	5.81
036-2815*65460*20	WSHD	03/01/2019	6.28	5.28
036-2815*65460*20	WSHD	03/28/2019	7.34	7.34
036-2815*65460*20	WSHD	03/28/2019	10.00	10.00
036-2815*65460*20	WSHD	03/01/2019	28.61	28.61
036-2815*65460*20	WSHD	03/01/2019	56.96	56.96
036-2815*65460*20	WSHD	03/01/2019	35.35	35.35
036-3432*65460*38	WSHD	03/26/2019	10.25	10.25
036-3432*65460*38	WSHD	03/01/2019	7.96	7.96
036-3432*65460*38	WSHD	03/01/2019	15.57	15.57
036-3432*65460*38	WSHD	03/07/2019	36.32	36.32
036-3432*65460*38	WSHD	03/07/2019	5.49	5.49
036-3432*65460*38	WSHD	03/07/2019	5.81	5.81
036-3432*65460*38	WSHD	03/07/2019	27.50	26.38
1019*65460*31	WSHD	03/11/2019	56.96	56.96
1019*65460*31	WSHD	03/11/2019	6.74	6.74
1019*65460*31	WSHD	03/11/2019	36.32	36.32
1019*65460*31	WSHD	03/11/2019	5.49	5.49
1019*65460*31	WSHD	03/08/2019	28.67	28.67
1025*65460*12	WSHD	03/07/2019	82.19	82.19
1025*65460*12	WSHD	03/22/2019	78.71	78.71
1031*65460*11	WSHD	03/26/2019	27.50	26.38
1031*65460*11	WSHD	03/26/2019	20.71	20.71
1031*65460*11	WSHD	03/12/2019	8.19	7.00

**GL Totals**

Issued 04/11/19

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 03/31/19-03/31/19Brookshire Bros. Phar. (Winnie)  
P.O. Box 1359  
Winnie, TX 77665

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1031*65460*11	WSHD	03/12/2019	7.59	7.59
1031*65460*11	WSHD	03/26/2019	33.29	33.29
1038*65460*28	WSHD	03/02/2019	231.00	231.00
1038*65460*28	WSHD	03/14/2019	45.15	45.15
1038*65460*28	WSHD	03/22/2019	145.07	145.07
1046*65460*24	WSHD	03/04/2019	34.52	34.52
1046*65460*24	WSHD	03/04/2019	10.00	10.00
1046*65460*24	WSHD	03/04/2019	30.84	30.84
1046*65460*24	WSHD	03/04/2019	33.77	33.77
1046*65460*24	WSHD	03/04/2019	36.32	36.32
1049*65460*24	WSHD	03/06/2019	40.94	40.94
1049*65460*24	WSHD	03/06/2019	6.36	6.36
1049*65460*24	WSHD	03/22/2019	7.79	7.79
1049*65460*24	WSHD	03/22/2019	24.37	24.37
1055*65460*9	WSHD	03/21/2019	53.67	53.62
1055*65460*9	WSHD	03/15/2019	280.88	280.88
1055*65460*9	WSHD	03/28/2019	20.29	20.29
1061*65460*15	WSHD	03/25/2019	14.90	14.90
1061*65460*15	WSHD	03/25/2019	45.41	45.41
1066*65460*6	WSHD	03/15/2019	22.05	22.05
1066*65460*6	WSHD	03/18/2019	42.34	42.34
1066*65460*6	WSHD	03/18/2019	10.75	10.05
1070*65460*4	WSHD	03/12/2019	5.34	4.19
1081*65460*7	WSHD	03/14/2019	12.00	12.00
1081*65460*7	WSHD	03/14/2019	120.77	120.77
1091*65460*13	WSHD	03/04/2019	541.00	456.05
1091*65460*13	WSHD	03/13/2019	34.40	34.40
1091*65460*13	WSHD	03/07/2019	27.50	26.38
1096*65460*10	WSHD	03/18/2019	6.10	6.10
1096*65460*10	WSHD	03/18/2019	15.00	15.00
1096*65460*10	WSHD	03/25/2019	13.75	13.75
1098*65460*11	WSHD	03/11/2019	74.96	74.96
1098*65460*11	WSHD	03/21/2019	98.95	98.95
1098*65460*11	WSHD	03/26/2019	6.36	6.36
1104*65460*1	WSHD	03/16/2019	29.93	25.81
1104*65460*1	WSHD	03/15/2019	189.00	189.00
1104*65460*1	WSHD	03/18/2019	74.43	59.47
1106*65460*8	WSHD	03/26/2019	6.08	6.08
1106*65460*8	WSHD	03/26/2019	26.66	26.66
1106*65460*8	WSHD	03/26/2019	23.81	10.58
1106*65460*8	WSHD	03/19/2019	6.56	6.56
1106*65460*8	WSHD	03/26/2019	12.92	12.92
1106*65460*8	WSHD	03/26/2019	12.00	12.00
1107*65460*7	WSHD	03/04/2019	28.30	28.30
1107*65460*7	WSHD	03/11/2019	45.41	45.41
1107*65460*7	WSHD	03/26/2019	85.92	69.23
1108*65460*2	WSHD	03/07/2019	12.00	12.00

**GL Totals**

Issued 04/11/19

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 03/31/19-03/31/19Brookshire Bros. Phar. (Winnie)  
P.O. Box 1359  
Winnie, TX 77665

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1108*65460*2	WSHD	03/07/2019	29.81	28.33
1108*65460*2	WSHD	03/07/2019	21.82	21.82
1108*65460*2	WSHD	03/07/2019	6.90	5.72
1113*65460*2	WSHD	03/15/2019	14.83	14.83
1114*65460*4	WSHD	03/15/2019	333.96	280.07
1114*65460*4	WSHD	03/15/2019	231.85	193.27
1114*65460*4	WSHD	03/15/2019	90.17	90.17
1116*65460*5	WSHD	03/04/2019	10.00	10.00
1116*65460*5	WSHD	03/08/2019	85.92	69.23
1116*65460*5	WSHD	03/23/2019	85.92	69.23
1118*65460*4	WSHD	03/28/2019	32.99	32.99
1120*65460*2	WSHD	03/20/2019	15.17	15.17
1120*65460*2	WSHD	03/28/2019	52.40	52.40
1122*65460*4	WSHD	03/21/2019	12.02	12.02
1122*65460*4	WSHD	03/21/2019	12.00	12.00
1122*65460*4	WSHD	03/21/2019	25.00	25.00
1122*65460*4	WSHD	03/21/2019	12.00	12.00
1123*65460*4	WSHD	03/18/2019	12.02	12.02
1123*65460*4	WSHD	03/13/2019	96.48	96.48
1123*65460*4	WSHD	03/21/2019	377.77	317.30
1124*65460*4	WSHD	03/05/2019	405.53	405.53
1127*65460*2	WSHD	03/11/2019	6.20	6.20
1127*65460*2	WSHD	03/11/2019	5.45	4.42
1128*65460*1	WSHD	03/19/2019	1,114.14	943.22
1128*65460*1	WSHD	03/19/2019	69.19	50.51
1128*65460*1	WSHD	03/20/2019	17.42	15.59
1129*65460*1	WSHD	03/11/2019	14.79	9.97
1131*65460*1	WSHD	03/06/2019	6.07	6.07
1131*65460*1	WSHD	03/20/2019	6.51	5.38
1131*65460*1	WSHD	03/20/2019	20.71	20.71
1131*65460*1	WSHD	03/20/2019	29.81	28.33
1131*65460*1	WSHD	03/22/2019	29.81	26.66
1133*65460*1	WSHD	03/12/2019	56.96	56.96
1133*65460*1	WSHD	03/12/2019	29.25	29.25
1133*65460*1	WSHD	03/12/2019	39.69	39.69
1133*65460*1	WSHD	03/15/2019	10.89	10.89
1133*65460*1	WSHD	03/12/2019	8.28	8.28
1134*65460*1	WSHD	03/20/2019	429.52	361.29
1134*65460*1	WSHD	03/20/2019	23.66	10.52
1134*65460*1	WSHD	03/20/2019	38.95	38.95
1136*65460*1	WSHD	03/23/2019	22.06	22.06
1136*65460*1	WSHD	03/23/2019	7.51	7.51
1137*65460*1	WSHD	03/27/2019	5.75	5.75
1137*65460*1	WSHD	03/27/2019	7.12	6.18
1137*65460*1	WSHD	03/27/2019	78.75	78.75
1137*65460*1	WSHD	03/27/2019	12.00	12.00

**GL Totals**

Issued 04/11/19

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 03/31/19-03/31/19

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

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
<b>39 invoices, 127 line items</b>			<b>8,148.58</b>	<b>7,437.92</b>
<b>Grand Totals</b>			<b>8,148.58</b>	<b>7,437.92</b>
<b>39 total invoices 127 total line items</b>				



**GL Totals**

Issued 04/04/19

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 03/31/19-03/31/19

Brookshire Brothers Store #1002  
Po Box 1359

Vendor #: 1002

GL #	Description	Amount
WSHD	Wshd	6.80
	<b>Expenditures</b>	<b>6.80</b>
	<b>Reimb/Adjustments</b>	
	<b>Grand Total</b>	<b>6.80</b>

1 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1011*1002*8	WSHD	03/07/2019	3.40	3.40
1011*1002*8	WSHD	03/12/2019	3.40	3.40
<b>1 invoices, 2 line items</b>	<b>***</b>		<b>6.80</b>	<b>6.80</b>
<b>Grand Totals</b>			<b>6.80</b>	<b>6.80</b>

1 total invoices

2 total line items

**GL Totals**

Issued 04/11/19

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 03/31/19-03/31/19

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

Vendor #: 18651

GL #	Description	Amount
WSHD	Wshd	1,898.59
<b>Expenditures</b>		<b>1,898.59</b>
<b>Reimb/Adjustments</b>		
<b>Grand Total</b>		<b>1,898.59</b>

12 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2783*18651*94	WSHD	03/13/2019	50.00	50.00
036-2783*18651*94	WSHD	03/13/2019	38.00	38.00
036-2783*18651*94	WSHD	03/13/2019	50.00	39.84
036-2942*18651*88	WSHD	03/21/2019	389.93	306.35
036-2942*18651*88	WSHD	03/21/2019	29.75	29.75
036-2980*18651*10	WSHD	03/08/2019	222.89	190.54
036-2980*18651*10	WSHD	03/08/2019	210.95	182.86
036-2980*18651*10	WSHD	03/11/2019	74.44	36.40
1007*18651*11	WSHD	03/28/2019	169.19	80.29
1007*18651*11	WSHD	03/28/2019	53.12	26.35
1007*18651*11	WSHD	03/28/2019	21.42	15.67
1008*18651*25	WSHD	03/09/2019	75.83	37.04
1008*18651*25	WSHD	03/09/2019	457.49	361.29
1040*18651*26	WSHD	03/25/2019	27.67	19.81
1075*18651*13	WSHD	03/04/2019	25.00	25.00
1075*18651*13	WSHD	03/04/2019	46.14	22.86
1075*18651*13	WSHD	03/15/2019	58.90	25.93
1086*18651*13	WSHD	03/19/2019	53.12	26.35
1086*18651*13	WSHD	03/19/2019	38.81	28.33
1086*18651*13	WSHD	03/19/2019	79.50	40.01
1093*18651*8	WSHD	03/30/2019	292.28	137.28
1093*18651*8	WSHD	03/30/2019	25.00	25.00
1095*18651*6	WSHD	03/18/2019	56.11	45.21
1110*18651*7	WSHD	03/27/2019	25.00	25.00
1110*18651*7	WSHD	03/18/2019	75.61	36.94
1110*18651*7	WSHD	03/18/2019	9.77	4.27
J392*18651*6	WSHD	03/25/2019	13.87	8.00
J392*18651*6	WSHD	03/25/2019	71.96	34.22
<b>12 invoices, 28 line items</b>	***		<b>2,741.75</b>	<b>1,898.59</b>

**Grand Totals**

**2,741.75**

**1,898.59**

12 total invoices

**GL Totals**

Issued 04/17/19

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 03/31/19-03/31/19

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

Vendor #: 63614

GL #	Description	Amount
WSHD	Wshd	13,785.14
	<b>Expenditures</b>	<b>13,785.14</b>
	<b>Reimb/Adjustments</b>	
	<b>Grand Total</b>	<b>13,785.14</b>

12 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2475*63614*6	WSHD	02/19/2019	4,523.74	1,085.70
036-2783*63614*8	WSHD	03/11/2019	558.00	133.92
036-2815*63614*7	WSHD	02/26/2019	5,620.16	5,620.16
036-3067*63614*7	WSHD	02/28/2019	323.00	77.52
036-3067*63614*7	WSHD	03/07/2019	323.00	77.52
1081*63614*3	WSHD	03/14/2019	323.00	77.52
1091*63614*7	WSHD	02/11/2019	197.00	47.28
1098*63614*3	WSHD	03/21/2019	614.00	147.36
1102*63614*5	WSHD	02/26/2019	323.00	77.52
1111*63614*4	WSHD	02/27/2019	323.00	77.52
1111*63614*4	WSHD	03/12/2019	323.00	77.52
1114*63614*4	WSHD	03/15/2019	1,419.00	340.56
1114*63614*4	WSHD	03/13/2019	2,655.00	637.20
1120*63614*1	WSHD	02/22/2019	13,253.19	4,903.68
1121*63614*2	WSHD	03/01/2019	1,241.00	297.84
1121*63614*2	WSHD	03/22/2019	443.00	106.32
<b>12 invoices, 16 line items</b>			<b>32,462.09</b>	<b>13,785.14</b>
<b>Grand Totals</b>			<b>32,462.09</b>	<b>13,785.14</b>

12 total invoices

16 total line items

**GL Totals**

Issued 04/17/19

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 03/31/19-03/31/19

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

Vendor #: 63615  
NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	4,410.24
	<b>Expenditures</b>	<b>4,410.24</b>
	<b>Reimb/Adjustments</b>	
	<b>Grand Total</b>	<b>4,410.24</b>

13 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2475*63615*3	WSHD	02/19/2019	48.00	16.68
036-2475*63615*3	WSHD	02/19/2019	10.00	2.89
036-2475*63615*3	WSHD	02/19/2019	178.00	64.80
036-2783*63615*7	WSHD	03/11/2019	25.00	8.66
036-2783*63615*7	WSHD	03/11/2019	273.00	65.29
036-2815*63615*8	WSHD	02/27/2019	180.00	50.40
036-2815*63615*8	WSHD	02/26/2019	23.00	6.44
036-2815*63615*8	WSHD	02/26/2019	1,515.00	424.20
036-2815*63615*8	WSHD	02/26/2019	250.00	89.17
036-2815*63615*8	WSHD	02/26/2019	32.00	11.23
036-2815*63615*8	WSHD	02/26/2019	290.00	99.50
036-2815*63615*8	WSHD	02/26/2019	650.00	224.86
036-3067*63615*5	WSHD	02/28/2019	270.00	56.08
036-3067*63615*5	WSHD	03/07/2019	183.00	39.92
1055*63615*2	WSHD	03/28/2019	1,200.00	825.00
1055*63615*2	WSHD	03/28/2019	630.00	630.00
1081*63615*4	WSHD	03/14/2019	415.00	95.54
1091*63615*8	WSHD	02/11/2019	83.00	23.24
1098*63615*4	WSHD	03/21/2019	270.00	56.08
1102*63615*5	WSHD	02/26/2019	270.00	56.08
1111*63615*4	WSHD	02/27/2019	415.00	116.20
1114*63615*4	WSHD	03/13/2019	158.00	58.06
1114*63615*4	WSHD	03/28/2019	793.00	277.46
1114*63615*4	WSHD	03/28/2019	32.00	11.23
1114*63615*4	WSHD	03/28/2019	58.00	19.90
1114*63615*4	WSHD	02/18/2019	135.00	48.12
1120*63615*2	WSHD	02/22/2019	340.00	111.78
1120*63615*2	WSHD	02/24/2019	178.00	59.30
1120*63615*2	WSHD	02/23/2019	178.00	59.30
1120*63615*2	WSHD	02/22/2019	280.00	78.40
1120*63615*2	WSHD	02/22/2019	23.00	6.44
1120*63615*2	WSHD	03/28/2019	780.00	218.40
1120*63615*2	WSHD	02/23/2019	98.00	41.32
1120*63615*2	WSHD	02/25/2019	180.00	71.16

**GL Totals**

Issued 04/17/19

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 03/31/19-03/31/19Utmf Faculty Grp Practice  
Po Box 650859 Dep 710  
Dallas, TX 75265Vendor #: 63615  
NPI: 1942241146

<b>Invoice #</b>	<b>GL #</b>	<b>Date in</b>	<b>Amt Billed</b>	<b>Amt Paid</b>
1120*63615*2	WSHD	02/23/2019	280.00	78.40
1120*63615*2	WSHD	02/22/2019	403.00	112.84
1121*63615*1	WSHD	03/22/2019	273.00	65.29
1121*63615*1	WSHD	03/01/2019	273.00	65.29
1121*63615*1	WSHD	02/05/2019	273.00	65.29
<b>13 invoices, 39 line items</b>			<b>11,945.00</b>	<b>4,410.24</b>
<b>Grand Totals</b>			<b>11,945.00</b>	<b>4,410.24</b>
<b>13 total invoices</b>				
<b>39 total line items</b>				

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

Invoice # 67717

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

Date: 4/1/2019

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

APR - 1 2019

Terms: Net receipt of invoice

Professional services for the month of May 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**

Invoice Number: INV698176

Invoice Date: 04/16/2019

**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	05/16/2019	\$49.36	<b>\$49.36</b>	
<b>Invoice Remarks</b>					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
4457-01		\$49.36		01/26/2016	01/25/2021
<b>Contract Remarks</b>					

**Summary:**

Contract base rate charge for this billing period	\$0.00
Contract overage charge for the 03/26/2019 to 04/25/2019 overage period	\$49.36**
	<b>\$49.36</b>

\*\*See overage details below

**Detail:**

**Equipment included under this contract**

**KM/227**

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

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B\W	3A2812 - B\W	107,359	110,740		3,381	0	3,381	\$0.014600	\$49.36
									\$49.36

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

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

3A0064	INV698176
Invoice SubTotal	\$49.36
Tax:	\$0.00
Invoice Total	\$49.36
<b>Balance Due:</b>	<b>\$49.36</b>



**Invoice No:** INV696869

**Date:** 4/10/2019

**Account No:** 3A0064

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

**Ship To:** Winnie - Stowell Hospital District  
Attn: Sherrie Norris  
538 Broadway  
Winnie, TX 77665

Sales Order No	P. O. Number	Ship Method	Payment Terms				Payment Due		
SO96951		OT	Net 30				5/10/2019		
Remarks						Sales Person			
						Brian Wolfe			
Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amount
5008	8.5 X 11 Copy Paper - 20lb White		5.0	5.0	0.0	CASE	\$33.99		\$169.95



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

Please include invoice number on check.

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

<b>Subtotal</b>	\$169.95
<b>Discount</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Sales Tax</b>	\$0.00
<b>Invoice Total</b>	\$169.95
<b>Balance Due</b>	\$169.95

3A0064

INV696869

**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

April 17, 2019

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

Re: Winnie Stowell Hospital District; Billable Invoice for January 2019 Time Entries  
less Retainer; Our File No. 87250.

Dear President Murrell,

Attached, please find Benckenstein & Oxford's monthly time entry invoice for January 2019. This invoice is for 18,375.00 but the amount due is \$17,375.00 after reducing the invoice by \$1,000.00 for the monthly retainer already paid.

Will you please review and let me know if there are any questions? If not, we would appreciate your payment of this invoice in the amount of \$17,375.00 representing the balance owed for January 2019.

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

**April 17, 2019**

**INVOICE #:** 49229      **HOIV**  
**Billed through:** January 31, 2019  
**Client/Matter #:** WSHD      87250

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

**RE: Winnie-Stowell Hospital District**

**PROFESSIONAL SERVICES RENDERED**

01/02/19	HOIV	Exchanged four (4) e-mails with Stace Farrow regarding a replacement Licensed Professional Counsel to replace her following her move out of the area.	0.60 hrs
01/02/19	HOIV	Read and reviewed draft Eminent Domain Report and verified that it was correct.	0.30 hrs
01/02/19	HOIV	Worked with staff to verify monthly interest payments for Salt Creek were made on the due date.	0.60 hrs
01/02/19	HOIV	Exchanged twelve (12) e-mails with Counsel of Hospital, Hospital Staff, New Light, and counsel for New Light regarding proposed responses, comments, and changes to the State of Texas's survey on funding Intergovernmental Transfers for the Uncompensated Care Program.	2.80 hrs
01/03/19	HOIV	Reviewed minutes from 2013-2016 for references to the Indigent Care Agreement and Uncompensated Care in anticipation of conference call with Counsel for Hospital regarding answering HHSC survey; participated in conference call; and made significant revisions to draft survey responses.	4.60 hrs
01/03/19	HOIV	Received complaint notification for Quail Valley and exchanged four (4) e-mails with HMG regarding status of claim and plan of action to resolve the complaint.	0.40 hrs
01/03/19	HOIV	Exchanged multiple e-mails with HMG regarding use of sales tax exemption for good purchased by HMG facilities.	0.30 hrs
01/04/19	HOIV	Worked with Hospital staff and attorney's by exchanging multiple e-mails and two (2) conference calls) to finalize answers for the District and Hospital's responses to survey by Texas Health and Human Services; and conveyed final answers to the District's Board prior to submitting the survey.	3.40 hrs
01/08/19	HOIV	Read and reviewed scorecard and payment status for QIPP Year 2, December.	0.30 hrs
01/09/19	HOIV	Drafted extensive e-mail to client explaining the necessity and background for HUD loans.	2.60 hrs
01/10/19	HOIV	Began drafting minutes for the December 19, 2018 Public Hearing and Regular Meeting.	2.60 hrs
01/11/19	HOIV	Continued preparation of draft set of minutes for Public Hearing and Regular Meeting.	5.60 hrs

Client-	WSHD 87250	Invoice # 49229	PAGE 2
01/11/19	HOIV	Reviewed Personnel Manual and drafted e-mail to Personnel Committee advising of the sections and issues that need to address at the upcoming meeting.	1.50 hrs
01/11/19	HOIV	Read and reviewed e-mails regarding Westchase letter from TxHHSC for penalty past due and discussed the basis for the penalty as well as status of penalty payment.	0.30 hrs
01/14/19	HOIV	Finalized draft of minutes for December 19, 2018 Public Hearing and Regular Meeting.	1.10 hrs
01/14/19	HOIV	Worked with staff to prepare Treasurer's report for upcoming meeting.	1.20 hrs
01/14/19	HOIV	Worked with Indigent Care Director to update Indigent Care spreadsheet that sets for indigent care expenses from 2011 through 2018 in order to evaluate average annual indigent care costs through the Hospital.	1.70 hrs
01/15/19	HOIV	Researched issues regarding nepotism involving Board members and potential independent contractors; and prepared an extensive e-mail to Board members explaining the nepotism rules and provided recommendations on moving forward with hiring a Licensed Professional Counselor without violating nepotism rules.	5.00 hrs
01/15/19	HOIV	Received QIPP Scorecard from HHSC for Component 2 and 3 QIPP Year 2 Scorecard for Quarter 1; exchanged seven (7) e-mails with staff and LTC regarding achievement rates; sorted the spreadsheet; analyzed it to determine amount to be paid for the District's facilities; and assisted with modifying the Treasurer's report to account for the payments.	3.40 hrs
01/15/19	HOIV	Exchanged five (5) e-mails with HMG regarding the payment of administrative penalties to HHSC.	0.40 hrs
01/16/19	HOIV	Conference call with Board members to discuss youth counselor; researched rules for nepotism; and drafted extensive e-mail to the Board on hiring a youth counselor.	3.40 hrs
01/16/19	HOIV	Prepared for and attended Regular Monthly Meeting.	3.50 hrs
01/16/19	HOIV	Gathered documents to be considered at the meeting and assisted staff to prepare Board binder for the upcoming meeting.	2.30 hrs
01/17/19	HOIV	Read and reviewed two (2) e-mails from HMG verifying the payment of the Administrative Penalty for Westchase.	0.20 hrs
01/17/19	HOIV	Researched average salaries for Administrator's in Texas healthcare industry whose job duties were comparable to the District's Administrator.	1.10 hrs
01/17/19	HOIV	Read, reviewed, and approved WSHD Spindletop Hill Nursing and Rehabilitation Center Star Plus contract.	0.30 hrs
01/17/19	HOIV	Received and reviewed e-mail and attached spreadsheet with revised QIPP 2, 3, and Lapsing Fund figures from staff and then corresponded with HMG to verify the amounts assigned to the HMG facilities was correct.	0.70 hrs
01/17/19	HOIV	Received e-mail with list of eligible facilities for QIPP 3 and analyzed the spreadsheet to determine: 1) the potential number of facilities that qualify to go private; 2) the number of District facilities that qualified to become private; and 3) the potential impact private facilities may have on the	3.20 hrs

District's participation in QIPP.

01/18/19	HOIV	Received e-mail and spreadsheet from HHSC regarding DY 8 Uncompensated Care calculations and deadlines; exchanged e-mails with Hospital staff to verify the anticipated Intergovernmental Transfer (IGT) and Uncompensated Care return and due dates; conference call with staff to discuss potential Special Meeting dates to approve IGT.	2.50 hrs
01/24/19	HOIV	Exchanged two e-mails with Hospital staff to verify DY 8 Intergovernmental transfer amounts and deadlines; and then drafted e-mail to Board members to convey deadlines, amounts, and the need to have a Special Meeting.	0.70 hrs
01/24/19	HOIV	Researched Texas Administrative Code sections for QIPP and updated cash flow spreadsheet and provided to lender in response to questions about QIPP Year 3.	1.40 hrs
01/28/19	HOIV	Exchanged four e-mails with insurer for Garrison responding to request for District W-9.	0.40 hrs
01/28/19	HOIV	Received and reviewed e-mail with IGT refunds for QIPP Year 1 and participated in conference call with LTC Group to learn why the funds were paid and the basis for the payments amounts.	1.30 hrs
01/29/19	HOIV	Participated in conference call with LTC Group regarding the QIPP Adjustment 1A and then drafted extensive e-mail to the District's Board explaining the basis for the payment and the payment methodology.	1.80 hrs
01/30/19	HOIV	Researched Professional License requirements; professional service requirements; and gathered documents to present at the Special Meeting.	2.80 hrs
01/30/19	HOIV	Reviewed spreadsheets prepared by staff and LTC; participated in conference call with Salt Creek Capital; and prepared packet for Special Board Meeting explaining Third Amended Transfer Policy reserve policy.	2.80 hrs
01/30/19	HOIV	Exchanged nine (9) e-mails with HMG regarding the use of sales tax by HMG; and participated in conference calls with HMG finance officer to discuss concerns regarding the same.	1.60 hrs
01/30/19	HOIV	Gathered documents for upcoming Special Meeting and prepared PDF binders for the meeting.	0.80 hrs
01/31/19	HOIV	Prepared for and attended Special Meeting.	4.00 hrs
		Total fees for this matter	\$18,375.00

**BILLING SUMMARY:**

Oxford, IV Hubert	73.50 hrs @	\$250.00 /hr	\$18,375.00
TOTAL FEES			\$18,375.00
RETAINER			\$1,000.00 CR
<b>TOTAL BALANCE NOW DUE</b>			<b>\$17,375.00</b>

Federal ID# 74-1646478

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



Corporate Number **0007944804800003606**  
 Account Number **0004054699990003606**  
 Statement Closing Date 03/31/2019  
 Days This Period 31  
 Payment Amount Due \$65.00  
 Payment Due Date **AUTO PAY** 04/25/2019

Previous Account Balance \$137.82  
 (-) Payments and Credits \$137.82  
 (+) Purchases and Debits \$1,282.11  
**(+) FINANCE CHARGES \$0.00**  
**(=) New Ending Balance \$1,282.11**  
 Credit Limit: \$10,000.00  
 Available Credit: \$8,717.89



**ACCOUNT SUMMARY**

WINNIE STOWELL HOSPITAL PO BOX 1997 WINNIE TX 77665-1997	<b>RECEIVED</b>  <b>APR 03 2019</b>	Interest YTD \$0.00 Cycle Days 31 Total Number of Disputes 0 Total Amount of Disputes \$0.00 Total Amount Past Due: \$0.00
--	---	--

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

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

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

**ACCOUNT BALANCES AND FINANCE CHARGES**

Plan ID	Plan Description	Previous Balance	Purchases/Debits	Payments/Credits	FINANCE CHARGE	Current Balance
10001	CASH ADVANCE PLAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10002	PURCHASE PLAN	\$137.82	\$1,282.11	\$137.82	\$0.00	\$1,282.11
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	\$65.00	\$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
0004054699990003606	AUTO PAY	
NEW BALANCE	AMOUNT DUE	
\$1,282.11	\$65.00	

MAKE CHECK PAYABLE TO:

>000181 6221460 0001 081020 102  
 WINNIE STOWELL HOSPITAL  
 PO BOX 1997  
 WINNIE TX 77665-1997

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



000405469999000360600000006500000001282117



**Important Messages**

A PAYMENT OF \$1,282.11 WILL BE TAKEN FROM YOUR SAVINGS/CHECKING ACCOUNT \*\*\*\*4431 ON 04/25/2019  
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				
03/25	03/25	1999999980325995411420	ACH PAYMENT - THANK YOU	\$137.82-
Card Number Ending in 1770				
02/28	03/01	VT190602470000010000252	Intuit *PayrollEE usag 800-446-8848 CA <i>INSHD PAYROLL</i>	\$4.33+
03/01	03/03	VT190622470000010000973	GOOGLE *GSUITE_wshd-tx cc@google.com CA <i>WSHD email</i>	\$31.62+
03/05	03/07	VT190662472000010001969	CROWNE PLAZA HOTEL AUS AUSTIN TX <i>IC TRAINING</i>	\$334.32+
CHK IN DT NO SHOW PRE PAID EXP				
03/03/19 0 0.00				
DLY ROOM RATE FOOD/BEVRG MINI BAR				
0.00 0.00 0.00				
LAUNDRY PHONE CHGS MOVIES				
0.00 0.00 0.00				
BUSS CTR CHGS HEALTH CLUB PARKING				
0.00 0.00 0.00				
NON-ROOM CHGS TOTAL TAXES OTHER				
0.00 0.00 0.00				
03/06	03/07	VT190662472000010001956	ADOBE *ACROPRO SUBS 800-833-6687 CA <i>OFFICE</i>	\$16.21+
03/06	03/07	VT190662472000010002646	ENTERPRISE RENT-A-CAR BEAUMONT TX <i>IC Travel</i>	\$324.71+
RENTER NO SHOW				
0				
RTN LOC DAYS RENTED				
0000				
CHK OUT DATE DAILY RATE WEEKLY RATE				
03/02/19 0.00 0.00				
INSURANCE TOWING CHGS FUEL CHGS				
0.00 0.00 0.00				
LATE RTN CHGS 1-WAY CHGS REG MIL CHGS				
0.00 0.00 0.00				
OTHER CHGS TOTAL TAXES EXTRAS				
0.00 0.00 0.00				
03/12	03/13	VT190722474000010001015	DISCOUNTMUGS.COM CAN@BELINCUSA FL <i>INSHD-Promotional</i>	\$560.00+
03/21	03/24	VT190832474000010000441	ENTERPRISE CAR TOLLS 877-8601258 NY <i>IC TRAVEL</i>	\$6.59+
03/30	03/31	VT190903947000010000252	Intuit *PayrollEE usag 800-446-8848 CA <i>INSHD PAYROLL</i>	\$4.33+

**2019 Total Year-to-Date**

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



The Hometown Press  
P.O.Box 801  
Winnie, TX 77665

# Statement

Date
4/3/2019

RECEIVED  
APR 08 2019

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

		Amount Due	Amount Enc.		
		\$919.20			
Date	Transaction	Amount	Balance		
09/30/2018	Balance forward		1,580.00		
10/16/2018	INV #1693.	239.40	1,819.40		
	--- HTP-PN, 2 @ \$119.70 = 239.40				
10/18/2018	PMT #2488.	-1,580.00	239.40		
11/19/2018	PMT #2505.	-239.40	0.00		
12/13/2018	INV #1792.	28.50	28.50		
	--- HTP-PN, 1 @ \$28.50 = 28.50				
01/14/2019	INV #1851.	34.20	62.70		
	--- HTP-PN, 1 @ \$34.20 = 34.20				
02/25/2019	PMT #2554.	-28.50	34.20		
03/05/2019	INV #1930.	210.00	244.20		
	--- HTP-Legal, 1 @ \$210.00 = 210.00				
03/31/2019	INV #1950.	675.00	919.20		
	--- HTP-Legal, 5 @ \$135.00 = 675.00				
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	885.00	0.00	34.20	0.00	\$919.20

The Hometown Press

P.O.Box 801  
Winnie, TX 77665

# Invoice

Date	Invoice #
4/3/2019	1950

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

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
5	Legal Notice the size of 3 column X 9 inches for the weeks of 03-06, 03-13, 03-20, 03-27, & 04-03-2019	135.00	675.00
		<b>Total</b>	\$675.00

**THE HOMETOWN PRESS**

P.O. Box 801, Winnie, TX 77665  
Office: (409) 296-9988 Fax: (409) 296-9987  
Email: [htpress99@gmail.com](mailto:htpress99@gmail.com)

**Publishers Affidavit**

The attached Legal Notice

appeared in The Hometown Press; a newspaper published in Winnie, Chambers County, Texas on the following dates:

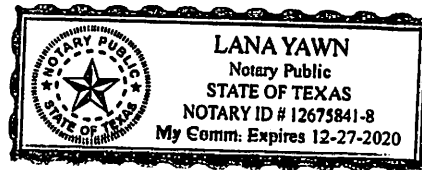
- 03-06-2019
- 03-13-2019
- 03-20-2019
- 03-27-2019
- 04-03-2019

Publishers Cost: \$ 675<sup>00</sup>

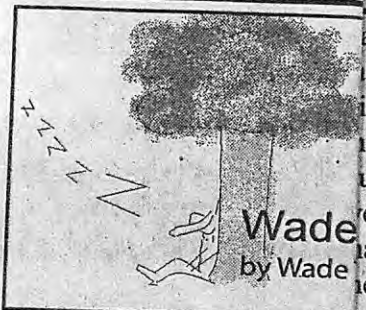
Signed *Mickie C. Johnson*  
(Newspaper Representative)

Sworn and subscribed to before me, this 3 day of April 2019.

*[Signature]*  
(Notary Public)



Commission Expires: 12-27-20



I'm writing this column on April 1st and I know that some of you may not be reading it for 10 days, but don't let that stop you from having fun and giving some of your friends a little jousting every once in a while.....as long as you don't go too far with the joke. I think that the weather has played a pretty good joke on all of us by making us believe that Winter was over and Spring was actually here. It was in the 30's this morning at my place and quite frankly that's a little too cold for Spring. We have at least one more little cold snap to go through before we get that one month of Spring and then

air. She looked over at the ble and like most children picked out a pair of glasses that were kind of colorful. Sure enough, the glasses were the exact prescription that she needed....-3.5 in the left eye and -5.5 in the right eye. Almost a miracle that the glasses were even there, much less that she picked them out. A short vision test proved to be the right pair and all is good.

The guy that was on the mission trip was telling this story to another Lion at a meeting back in South Texas after he returned and the fellow that he was telling the story to said that it very well could have been his daughter's glasses as that was the exact prescription that he requires. The mission trip guy told the other Lion " but, you don't live in the Conroe area, how could that happen". The Lion from South Texas said "No, I don't live in that

area, but my daughter lives in Huntsville". Now folks, sometimes it's the little things that make the world go around. Think about it for just a second. Somebody in Huntsville donates a pair of used glasses to the Lions Club and those glasses get recycled. A guy takes them and several hundred other pair on a mission trip and they help a little seven year old girl have correct vision. He then returns to the states and tells the story to the father of the person that donated the glasses. There is a whole lot of things that had to line up for that scenario to happen. So just remember, it's the little things that we all need to do and we probable never have a clue as to what impact that we are making on the world, but we need to continue to do those things. Go out and do something little today. Till next time, I'm..... Wade in the Shade.

**Winnie Stowe**  
with 55 transp  
refusals, 11 assist, 3  
on scene, and  
flown by helicopt  
were no public c  
and the next regula  
of the Winnie  
EMS Board of  
will be Monday,  
2019 at 7:00 pm  
EMS Station locat  
Broadway in Winn

**Easter**  
April 21, 2

1	2	3	4	5
13				
16				
19				
			23	
25	26	27		28
35			36	
40				
44				45
48				

**LEGAL NOTICE**

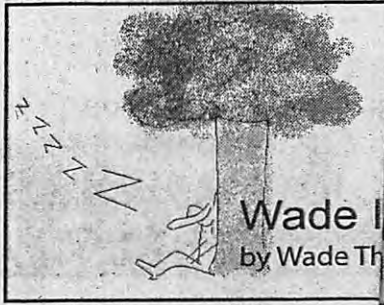


**WINNIE STOWELL HOSPITAL DISTRICT**  
WWW.WSHD-TX.ORG

The Winnie Stowell Hospital District ("District") is seeking a qualified LPC or LPC-I to provide youth counseling, as an independent contractor, to the children in the Winnie Stowell area that qualify to attend Pre-K to 12<sup>th</sup> Grade in the East Chambers School District.

This District provides: 1) office space; 2) flexible hours; and 3) pay commensurate with experience. In addition, the District will assist with marketing the service to the residents of the Winnie Stowell area.





One of the pitfalls of publishing the same article in three different papers each week is the allocation of space. One of my editors is screaming at me already about making my column as short as I can because she is tight on space for this week and another editor is asking me to stretch it out as long as I can because she has a lot of room to fill. I haven't heard from the third one and probably won't because she just goes with the flow and handles whatever is thrown at her. The first one threatened to cut off my article and shorten it to fill the space that she had and then when I

1	2	3	4
11			
15			
18			19
		21	
23	24	25	

is best fishing weather, but I'm sure we will give it a try. So I'll close on a Sonic note....I haven't complained about a Sonic Drive Thru situation lately, but I just can't let this one go without saying something. I pull into the drive thru last week and to my surprise there was only one car in front of me and I thought that this is good and I'll be out of here in a flash.... not so much.... The person in the car in front of me was ordering and was taking forever to get their order correct. At this point I had rolled down my window and I couldn't hear the person in the car, but I could hear the Sonic order taker. Finally, this long string of items was repeated to the driver and confirmation that it was correct was given. The total was \$37.65..... Why do you order \$37.65 in the drive thru???? They pull

up to the window and I order my usual Route 44 Diet Coke and pull up behind them, but leaving a little space so that when the carhop brings my drink out the side door, I can leave without having to wait on the people in front of me. I wait, and I wait, and no side door drink. Finally, they start handing food to the car in front of me, and they continue to hand stuff....bags, ice cream cones, more bags, but only one drink. Now, I'm thinking....all of this food for five or six people in the car and only one drink, what's that about. They finally get their \$37.65 worth of stuff and pull up a little. I get my drink and pull up and I can now see around the front of Sonic and there is a line of cars for the drive thru wrapped all of the way around the building. The people in the car in front of me turn left and head back

towards the I'm just curi I follow th getting in li thru, they p Now, I'm ex and I pull in to them to going to hit to complain that they got because they wait in line a Nope....they and ate their point, I'm sha trying to figur of us is the for going to and then pull or me for be with the ant I'm wonderi have a group c with Sonic may need Till next t Wade in

## LEGAL NOTICE



**WINNIE STOWELL HOSPITAL DISTRICT**

[WWW.WSHD-TX.ORG](http://WWW.WSHD-TX.ORG)

The Winnie Stowell Hospital District ("District") is seeking a qualified LPC or LPC-I youth counseling as an independent contractor to the children in the...

**SAWFISH BOIL**  
**April 12th 6:00 - 8:00 PM**  
 Music by  
**THE CADILLACS**  
**12:00 - 12:00 AM**  
**BAR & SOFT DRINKS AVAILABLE**  
**Oral Hall - 315 W. Buccaneer Drive**  
 Info Contact Scott Raela @ 409-277-9255



04-06-19 @ 4:00 PM  
 2019 FAIR AND RODEO BANQUET

Table for 8  
 \$350.00 or  
 \$50.00 a  
 seat

Guest speakers and LIVE  
 acoustic performance by  
 Joseph Mitchell

Each seat receives dinner,  
 desert, beverages, and  
 admission to Rodeo and  
 dinner

Message - April Fools Day by Rix Quinn

**LEGAL NOTICE**



**STOWELL HOSPITAL DISTRICT**  
 WWW.WSHD-TX.ORG

Hospital District ("District") is seeking a qualified LPC or LPC-I to provide an independent contractor, to the children in the Winnie Stowell area that are in 12<sup>th</sup> Grade in the East Chambers School District.

- 1) office space; 2) flexible hours; and 3) pay commensurate with the market. The District will assist with marketing the service to the residents of the area.

*The Arboretum Nursing and Rehabilitation  
 Center of Winnie*

**We would like to help you determine if your loved one would benefit from a Secure Unit.**

If you have a family member or close friend with dementia and you're considering nursing home placement, you will have many decisions to make. Among others, you'll need to determine if your loved one needs or will benefit from a special care unit for dementia.

**5 Things to Consider When Deciding if a Dementia Unit Is a Good Fit for Your Loved One**

- Does your loved one wander around or try to go outside alone?  
 Wandering does not always necessitate placement in a locked dementia unit. There are other ways to manage wandering, such as determining the cause and responding appropriately to attempts to wander. You can also employ the use of redirection, as we do here at our facility.



# Culture/Lifestyles

Wednesday, March 20, 2019

HOMETOWN PRESS

## TEXAS A&M AGRI LIFE EXTENSION

ease  
rman, District Extension Administrator

id has been named the new Chambers/Jefferson County Coastal Marine Resources with the Texas A&M AgriLife according to Eric Zimmerman, District Extension Chambers County Commissioners Court. Mrs. Fitzgerald

on April 1, 2019

## LEGAL NOTICE



## TOWELL HOSPITAL DISTRICT

WWW.WSHD-TX.ORG

ospital District ("District") is seeking a qualified LPC or LPC-I to provide independent contractor, to the children in the Winnie Stowell area that o 12<sup>th</sup> Grade in the East Chambers School District.

1) office space; 2) flexible hours; and 3) pay commensurate with the District will assist with marketing the service to the residents of the

## LEGAL NOTICE

### INVITATION TO BIDDERS

Sealed bids addressed to the Trinity Bay Conservation District will be received until 2:00 p.m., Tuesday, April 2, 2019 for furnishing necessary materials, equipment, superintendence and labor for Trinity Bay Conservation District, Water Systems Improvements Program, Winnie Ground Storage Tank

*444 The Arboretum Nursing and Rehabilitation  
Center of Winnie*

**We would like to help you determine if your loved one would benefit from a Secure Unit.**

If you have a family member or close friend with dementia and you're considering nursing home placement, you will have many decisions to make. Among others, you'll need to determine if your loved one needs or will benefit from a special care unit for dementia.

### **5 Things to Consider When Deciding if a Dementia Unit Is a Good Fit for Your Loved One**

- **Does your loved one wander around or try to go outside alone?**  
Wandering does not always necessitate placement in a locked dementia unit. There are other ways to manage wandering, such as determining the cause and responding appropriately to attempts to wander. You can also employ the use of redirection, as we do here at our facility.

If your loved one frequently or persistently wanders, and is not easily redirected, you may



Wednesday, March 13, 2019

# Religion & Lifestyle

THE HOME

## Little Biddy Bits

Rev. Danny R. Biddy  
Pastor of Old River Baptist since 1977  
www.olariverbaptist.com

### “Spilled Corn & Crows”



I spilled corn in the bed of my truck, but neglected to clean it out. Several days later as I was coming out of a store, a large number of crows were gathered in the bed of my truck. I got in and drove off, but they followed me to my next stop. When I got home, I swept it out! Ignoring sin in our lives is like spilled corn in the bed of your truck. The



I dont profess to know everything. Hell I only know enough to be dangerous about most things. But just gonna go out on a limb and cover what I see as pretty simple life hacks....  
If I dont like what sports stars do, I have the option to not watch.

### Sunday Observation

If I dont like that a store has or doesnt have transgender restrooms, I have the option to shop elsewhere.  
If you are Catholic, I can be Baptist. Or Methodist, Pentecostal, Jewish, Muslim, Buddhist, or worship Ronald McDonald.  
If I dont like your political views, I have the option to unfriend you.  
If I dont like a radio station, I have the option for others.  
If I dont like a Chevy, I have the option to buy a Ford, or a Toyota, Honda, Dodge, Kia, Hyundai, or a damned Lamborghini if I so choose.... and find a wealthy boy friend at the same time.  
Bottom line I dont have to like what you do, nor you have to like what I do.  
NOWWWWWWWWW, I is where this gets tri Deep breath folks.... its my job to persuade you like what I do!!!! Nor yours to persuade me to what you do!!!!!! Wh I know! Tough contest. If IS our job to respect another. To not judge one another for differing opinions. To be it verbally or physically for their DIFFER

### LEGAL NOTICE



## WINNIE STOWELL HOSPITAL DISTRICT

WWW.WSHD.TX.ORG

The Winnie Stowell Hospital District (“District”) is seeking a qualified LPC or LPC-I to provide youth counseling, as an independent contractor, to the children in the Winnie Stowell area that qualify to attend Pre-K to 12<sup>th</sup> Grade in the East Chambers School District.

The Hometown Press

P.O.Box 801  
Winnie, TX 77665

# Invoice

Date	Invoice #
3/5/2019	1930

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

RECEIVED

MAR 08 2019

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Legal Notice the size of 4 column X 10.5 inches for the week of 02-27-2019	210.00	210.00
<b>Total</b>			\$210.00

**THE HOMETOWN PRESS**

P.O. Box 801, Winnie, TX 77665

Office: (409) 296-9988 Fax: (409) 296-9987

Email: [htpress99@gmail.com](mailto:htpress99@gmail.com)

**Publishers Affidavit**

The attached LEGAL NOTICE

appeared in The Hometown Press; a newspaper published in Winnie, Chambers County, Texas on the following dates:

FEBRUARY 27, 2019

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

Publishers Cost: \$ 210<sup>00</sup>

Signed Roxanne Chandler  
(Newspaper Representative)

Sworn and subscribed to before me, this 27<sup>th</sup> day of February 2019.

Connie Myers  
(Notary Public)



Commission Expires: 10-25-2022

## LEGAL NOTICE



### **WINNIE STOWELL HOSPITAL DISTRICT** WWW.WSHD-TX.ORG

The Winnie Stowell Hospital District ("District") is seeking a qualified LPC or LPC-I to provide youth counseling, as an independent contractor, to the children in the Winnie Stowell area that qualify to attend Pre-K to 12<sup>th</sup> Grade in the East Chambers School District.

This District provides: 1) office space; 2) flexible hours; and 3) pay commensurate with experience. In addition, the District will assist with marketing the service to the residents of the Winnie Stowell area.

In order to qualify for consideration, the District requires extensive professional skills that enables candidates to perform the following scope of services:

- Provide professional counseling services to any child that resides in the District as set forth in the District's Indigent Healthcare Policy & Procedure Statement and who qualifies to attend school within East Chambers Independent School District (i.e., Pre-k through 12<sup>th</sup> grade).
- Perform such services, in strict accordance with currently approved and accepted methods and practices of a LPC or LPC-I.
- Perform services after school and in the evenings as well as respond to emergency calls, if necessary.
- Provide services in a professional, timely and competent manner, and to comply with all applicable procedures, policies, and requirements of District, including, but not limited to establishing a process to document clients and to verify residency requirements of the children receiving services.
- Provide HIPPA compliant monthly and annual reports of the number of patients that received services; amount of time spent with each patient; program evaluation; and budget status.

Request for Qualifications can be obtained by calling Sherrie Norris, District Administrator, at 409-296-1003 or sending an e-mail to [sherrie@wshd-tx.com](mailto:sherrie@wshd-tx.com).

**THE DEADLINE FOR SUBMITTING REQUEST FOR QUALIFICATIONS IS**

The Hometown Press

P.O.Box 801  
Winnie, TX 77665

# Invoice

Date	Invoice #
1/14/2019	1851

RECEIVED  
JAN 23 2019

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

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Public Notice in The Hometown Press the size of 2 columns X 4.5 inches for the week of 01-02-2019	34.20	34.20
<b>Total</b>			<b>\$34.20</b>

**THE HOMETOWN PRESS**  
P.O. Box 801, Winnie, TX 77665  
Office: (409) 296-9988 Fax: (409) 296-9987  
htpress99@gmail.com

**Publishers Affidavit**

The attached

Public Notice

appeared in The Hometown Press; a newspaper published in Winnie, Chambers county, Texas on the following dates:

01-02-2019

Publishers Cost: \$

34.20

Signed

Mal C. Johnson

(Newspaper Representative)

Sworn and subscribed to before me, this

9

day of

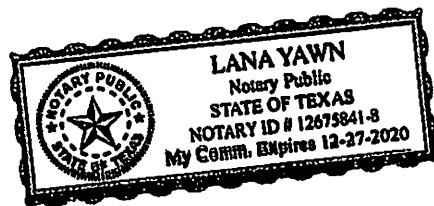
January

2019

Jana Lee  
(Notary Public)

Commission Expires:

12-27-20





**\$8.50 cubic yard.**  
**Cubic yard rates for Out of County will increase to**  
**\$17.00 a cubic yard.**  
**Chambers County Solid Waste Department**

## PUBLIC NOTICE

**Notice of Amendments to Indigent Care Policies of**  
**the**  
**Winnie Stowell Hospital District**

"The Mission of the Winnie-Stowell Hospital District  
is to attend to and balance the healthcare needs of the  
Community with fiscal responsibility"

**Date and Time:** April 17, 2019 at 5:30 p.m.

**Location:** Winnie Community Hospital Conference  
Room. 538 Broadway, Winnie, Texas.

**Pursuant to Section 61.063 of the Texas Health**  
**and Safety Code, Notice is hereby given that the**  
**Winnie Stowell Hospital District Board shall hold a**  
**public hearing to amend its Indigent Care Policy by**  
**changing eligibility criteria and to offer additional**  
**services.**

**El Campo L**  
**El Ca**

For  
**www.catt**

Adrian Knight Tx Lic #11102  
**903-452-7591**

★ ★ ★ **Be Your**  
**Choose You**

**Looking for CDL drive**  
**over the country.**

**Experience preferred. R**  
**willing to keep logs. No D**

**Quality**  
Drive-Away

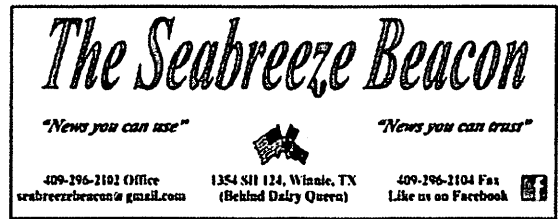
## Non-Hodgkin's L

Roundup, a common weed and  
grass killer, may be linked to the  
development of Non-Hodgkin's  
Lymphoma in farm workers and  
employees in garden centers,  
nurseries, and landscapers.  
If you or someone you care about  
has been diagnosed with Non-  
Hodgkin's Lymphoma, contact  
us today as time may be limited.

Wednesday, January 2, 2019

Directory

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



# Invoice

RECEIVED

MAR 29 2019

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

**INVOICE # 3558**  
**DATE 03/31/2019**  
**DUE DATE 04/15/2019**  
**TERMS Net 15**

ACTIVITY	QTY	RATE	AMOUNT
Display Ad Display Ad 4col. x 9.75 inches Hiring LPC or LPC-I 3/5, 3/12, 3/19	3	208.20	624.60

**BALANCE DUE \$624.60**





## Loan Note Detail

**Report created:** 04/17/2019 09:29:18 AM (ET)  
**Current as of:** 04/17/2019 09:29:16 AM (ET)  
**Loan account:** 113025723 • \*0154 • WSHD Commercial Loan-0154  
**Note ID:** 154

## Note Description

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**Issued date:** N/A  
**Maturity date:** 07/07/2019  
**Interest rate:** 3.50%  
**Original balance:** \$2,700,000.00  
**Current balance:** \$2,000,000.00  
**Commitment ID:** N/A  
**Commitment available balance:** \$700,000.00

## Payment Due Information

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**Next payment due date:** 05/07/2019  
**Amount due:** \$5,833.33  
**Next interest payment amount due:** N/A  
**Per diem increase amount:** \$0.00  
**Estimated payoff amount:** \$2,001,944.44

## Payment History Information

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**Last payment amount:** \$6,027.78  
**Last payment date:** 04/02/2019  
**Interest paid year-to-date:** \$25,472.22  
**Interest paid last year:** \$54,109.42

## Collateral Information

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**Collateral description:** N/A

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# Exhibit “C”

	March				Year to Date			
<b>Clients:</b>	78							
<b>Children Counseled:</b>								
<b>Summary by Facility</b>	<b>Billed Amount</b>	<b>Medicaid Rate</b>	<b>% of Services</b>	<b>Actually Paid</b>	<b>Billed Amount</b>	<b>Medicaid Rate</b>	<b>% of Services</b>	<b>Actually Paid</b>
Winnie Community Hospital	\$86,594.52	\$35,503.75	56.32%	\$0.00	\$242,256.72	\$99,325.25	65.92%	\$0.00
<b>Pharmacy</b>								
Brookshire Brothers Pharmacy Corp	\$8,148.58	\$7,437.92	11.80%	\$7,437.92	\$21,973.47	\$19,690.01	13.07%	\$19,690.01
Brookshire Brothers Pharmacy Med	\$6.80	\$6.80		\$6.80	\$8.50	\$8.50	0.01%	\$47.30
Wilcox Pharmacy	\$2,741.75	\$1,898.59	3.01%	\$1,898.59	\$7,231.14	\$5,124.90	3.40%	\$5,124.90
<b>Pharmacy Total</b>	<b>\$10,897.13</b>	<b>\$9,343.31</b>	<b>14.82%</b>	<b>\$9,343.31</b>	<b>\$29,213.11</b>	<b>\$24,823.41</b>	<b>16.47%</b>	<b>\$24,862.21</b>
<b>UTMB</b>								
UTMB Hospital	\$32,462.09	\$13,785.14	21.87%	\$13,785.14	\$59,571.05	\$20,291.29	13.47%	\$20,291.29
UTMB Physician Services	\$11,945.00	\$4,410.24	7.00%	\$4,410.24	\$18,611.00	\$6,241.29	4.14%	\$6,241.29
<b>UTMB Total</b>	<b>\$44,407.09</b>	<b>\$18,195.38</b>	<b>28.86%</b>	<b>\$18,195.38</b>	<b>\$78,182.05</b>	<b>\$26,532.58</b>	<b>17.61%</b>	<b>\$26,532.58</b>
Youth Counseling	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
<b>Grand Totals</b>	<b>\$141,898.74</b>	<b>\$63,042.44</b>		<b>\$27,538.69</b>	<b>\$349,651.88</b>	<b>\$150,681.24</b>		<b>\$51,394.79</b>

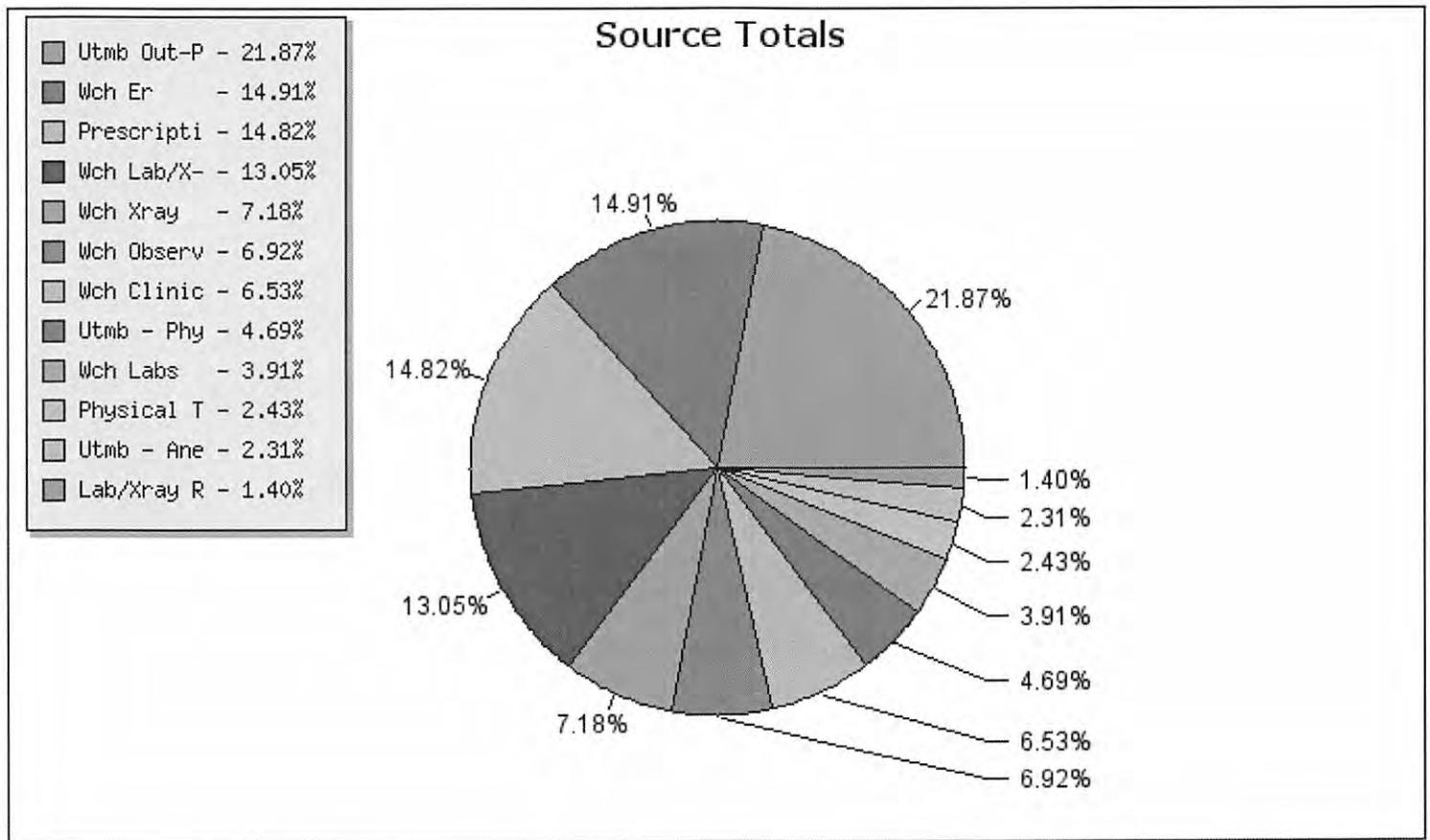
**Summary by Service Provided**

Prescription Drugs	\$10,897.13	\$9,343.31	14.82%	\$9,343.31	\$29,251.91	\$24,862.21	16.50%	\$24,862.21
WCH Clinic	\$10,035.12	\$4,114.40	6.53%	\$0.00	\$34,524.12	\$14,154.89	9.39%	\$0.00
WCH ER	\$22,919.00	\$9,396.79	14.91%	\$0.00	\$105,572.00	\$43,284.52	28.72%	\$0.00
WCH Inpatient	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Observation	\$10,641.00	\$4,362.81	6.92%	\$0.00	\$10,641.00	\$4,362.81	2.89%	\$0.00
WCH Outpatient Surgery	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Labs	\$6,008.00	\$2,463.28	3.91%	\$0.00	\$20,809.00	\$8,531.69	5.66%	\$0.00
WCH Physical Therapy	\$3,731.00	\$1,529.71	2.43%	\$0.00	\$3,731.00	\$1,529.71	1.01%	\$0.00
WCH Ultrasound	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Lab/Xray	\$20,072.00	\$8,229.52	13.05%	\$0.00	\$36,912.00	\$15,133.92	10.04%	\$0.00
WCH CT Scan	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Xray	\$11,037.40	\$4,525.33	7.18%	\$0.00	\$20,733.60	\$8,500.77	5.64%	\$0.00
WCH Optical Specialist	\$0.00	\$0.00	0.00%	\$0.00	\$2,406.00	\$986.46	0.65%	\$0.00
Lab/Xray readings	\$2,151.00	\$881.91	1.40%	\$0.00	\$6,928.00	\$2,840.48	1.88%	\$0.00
UTMB Outpatient	\$32,462.09	\$13,785.14	21.87%	\$13,785.14	\$59,571.05	\$20,291.29	13.46%	\$20,291.29
UTMB Anesthesia	\$1,830.00	\$1,455.00	2.31%	\$1,455.00	\$1,830.00	\$1,455.00	0.97%	\$1,455.00
UTMB Physician Services	\$10,115.00	\$2,955.24	4.69%	\$2,955.24	\$16,781.00	\$4,786.29	3.18%	\$4,786.29
Youth Counseling	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
<b>Grant Totals</b>	<b>\$141,898.74</b>	<b>\$63,042.44</b>		<b>\$27,538.69</b>	<b>\$349,690.68</b>	<b>\$150,720.04</b>		<b>\$51,394.79</b>

**Source Totals for Batch Dates 03/01/2019 through 03/31/2019**

Utmb Out-Patient	21.87%	\$13,785.14
Wch Er	14.91%	\$9,396.79
Prescription Drugs	14.82%	\$9,343.31
Wch Lab/X-Ray	13.05%	\$8,229.52
Wch Xray	7.18%	\$4,525.33
Wch Observation	6.92%	\$4,362.81
Wch Clinic	6.53%	\$4,114.40
Utmb - Physician Services	4.69%	\$2,955.24
Wch Labs	3.91%	\$2,463.28
Physical Therapy	2.43%	\$1,529.71
Utmb - Anesthesia Services	2.31%	\$1,455.00
Lab/Xray Readings	1.40%	\$881.91

**Total Expenditures** **\$63,042.44**



**Entry Statistics for Entry Dates 03/01/2019 through 03/31/2019**

Clients Entered	9
Rapid Reg. Entered	7
Vendors Entered	0
Worksheets Entered	23
Invoices Entered	121

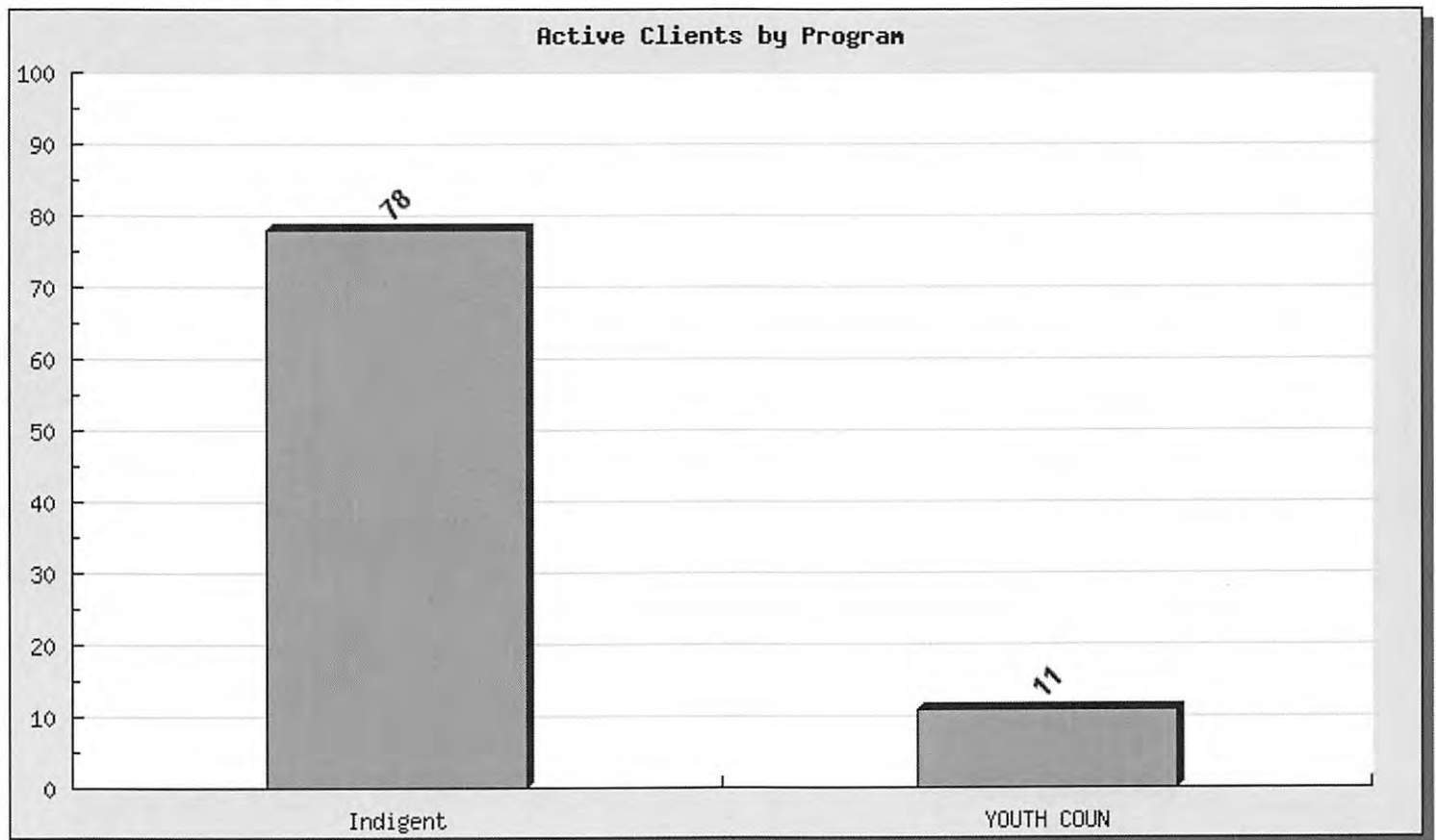
**Void Statistics for Void Dates 03/01/2019 through 03/31/2019**

Clients Voided	0
Vendors Voided	0
Rapid Reg. Voided	0
Invoices Voided	2

**Active Clients by Program for Eligibility Dates 03/01/2019 through 03/31/2019**

Indigent	78
YOUTH COUNSELING	11

**Total Clients By Program** **89**



**Appointments Scheduled by Type for Appointment Dates 03/01/2019 through 03/31/2019**

New Appointment	7
Renewal	9

**Total Appointments Scheduled** **16**

### Source Totals Report

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 03/31/2019 through 03/31/2019

For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
02	Prescription Drugs	10,897.13	9,343.31
20	Physical Therapy	3,731.00	1,529.71
21	Wch Clinic	10,035.12	4,114.40
22	Wch Observation	10,641.00	4,362.81
24	Wch Er	22,919.00	9,396.79
25	Wch Lab/X-Ray	20,072.00	8,229.52
27	Wch Labs	6,008.00	2,463.28
28	Wch Xray	11,037.40	4,525.33
31	Utmb - Physician Services	10,115.00	2,955.24
31-1	Utmb - Anesthesia Services	1,830.00	1,455.00
34	Utmb Out-Patient	32,462.09	13,785.14
44	Lab/Xray Readings	2,151.00	881.91
<b>Expenditures</b>		<b>141,898.74</b>	<b>63,042.44</b>
<b>Reimb/Adjustments</b>			
<b>Grand Total</b>		<b>141,898.74</b>	<b>63,042.44</b>

#### Source Totals Report Detail

Invoice #	Source	DOS	Amount Billed	Amount Paid
1040*18651*26	02	03/25/2019	27.67	19.81
1070*65460*4	02	03/12/2019	5.34	4.19
1095*18651*6	02	03/18/2019	56.11	45.21
1113*65460*2	02	03/15/2019	14.83	14.83
1118*65460*4	02	03/28/2019	32.99	32.99
1124*65460*4	02	03/05/2019	405.53	405.53
1129*65460*1	02	03/11/2019	14.79	9.97
036-2942*18651*88	02	03/21/2019	389.93	306.35
036-2942*18651*88	02	03/21/2019	29.75	29.75
1008*18651*25	02	03/09/2019	75.83	37.04
1008*18651*25	02	03/09/2019	457.49	361.29
1011*1002*8	02	03/07/2019	3.40	3.40
1011*1002*8	02	03/12/2019	3.40	3.40
1025*65460*12	02	03/07/2019	82.19	82.19
1025*65460*12	02	03/22/2019	78.71	78.71
1061*65460*15	02	03/25/2019	14.90	14.90
1061*65460*15	02	03/25/2019	45.41	45.41
1081*65460*7	02	03/14/2019	12.00	12.00
1081*65460*7	02	03/14/2019	120.77	120.77
1093*18651*8	02	03/30/2019	292.28	137.28
1093*18651*8	02	03/30/2019	25.00	25.00
1120*65460*2	02	03/20/2019	15.17	15.17
1120*65460*2	02	03/28/2019	52.40	52.40
1127*65460*2	02	03/11/2019	6.20	6.20
1127*65460*2	02	03/11/2019	5.45	4.42
1136*65460*1	02	03/23/2019	22.06	22.06
1136*65460*1	02	03/23/2019	7.51	7.51
J392*18651*6	02	03/25/2019	13.87	8.00
J392*18651*6	02	03/25/2019	71.96	34.22
036-2458*65460*1	02	03/13/2019	18.01	18.01
036-2458*65460*1	02	03/13/2019	25.00	25.00

036-2458*65460*1	02	03/27/2019	6.08	6.08
036-2547*65460*10	02	03/05/2019	10.00	10.00
036-2547*65460*10	02	03/05/2019	15.00	15.00
036-2547*65460*10	02	03/05/2019	598.89	505.26
036-2783*18651*94	02	03/13/2019	50.00	50.00
036-2783*18651*94	02	03/13/2019	38.00	38.00
036-2783*18651*94	02	03/13/2019	50.00	39.84
036-2980*18651*10	02	03/08/2019	222.89	190.54
036-2980*18651*10	02	03/08/2019	210.95	182.86
036-2980*18651*10	02	03/11/2019	74.44	36.40
1007*18651*11	02	03/28/2019	169.19	80.29
1007*18651*11	02	03/28/2019	53.12	26.35
1007*18651*11	02	03/28/2019	21.42	15.67
1038*65460*28	02	03/02/2019	231.00	231.00
1038*65460*28	02	03/14/2019	45.15	45.15
1038*65460*28	02	03/22/2019	145.07	145.07
1055*65460*9	02	03/21/2019	53.67	53.62
1055*65460*9	02	03/15/2019	280.88	280.88
1055*65460*9	02	03/28/2019	20.29	20.29
1066*65460*6	02	03/15/2019	22.05	22.05
1066*65460*6	02	03/18/2019	42.34	42.34
1066*65460*6	02	03/18/2019	10.75	10.05
1075*18651*13	02	03/04/2019	25.00	25.00
1075*18651*13	02	03/04/2019	46.14	22.86
1075*18651*13	02	03/15/2019	58.90	25.93
1086*18651*13	02	03/19/2019	53.12	26.35
1086*18651*13	02	03/19/2019	38.81	28.33
1086*18651*13	02	03/19/2019	79.50	40.01
1091*65460*13	02	03/04/2019	541.00	456.05
1091*65460*13	02	03/13/2019	34.40	34.40
1091*65460*13	02	03/07/2019	27.50	26.38
1096*65460*10	02	03/18/2019	6.10	6.10
1096*65460*10	02	03/18/2019	15.00	15.00
1096*65460*10	02	03/25/2019	13.75	13.75
1098*65460*11	02	03/11/2019	74.96	74.96
1098*65460*11	02	03/21/2019	98.95	98.95
1098*65460*11	02	03/26/2019	6.36	6.36
1104*65460*1	02	03/16/2019	29.93	25.81
1104*65460*1	02	03/15/2019	189.00	189.00
1104*65460*1	02	03/18/2019	74.43	59.47
1107*65460*7	02	03/04/2019	28.30	28.30
1107*65460*7	02	03/11/2019	45.41	45.41
1107*65460*7	02	03/26/2019	85.92	69.23
1110*18651*7	02	03/27/2019	25.00	25.00
1110*18651*7	02	03/18/2019	75.61	36.94
1110*18651*7	02	03/18/2019	9.77	4.27
1114*65460*4	02	03/15/2019	333.96	280.07
1114*65460*4	02	03/15/2019	231.85	193.27
1114*65460*4	02	03/15/2019	90.17	90.17
1116*65460*5	02	03/04/2019	10.00	10.00
1116*65460*5	02	03/08/2019	85.92	69.23
1116*65460*5	02	03/23/2019	85.92	69.23
1123*65460*4	02	03/18/2019	12.02	12.02
1123*65460*4	02	03/13/2019	96.48	96.48
1123*65460*4	02	03/21/2019	377.77	317.30
1128*65460*1	02	03/19/2019	1,114.14	943.22
1128*65460*1	02	03/19/2019	69.19	50.51
1128*65460*1	02	03/20/2019	17.42	15.59
1134*65460*1	02	03/20/2019	429.52	361.29

1134*65460*1	02	03/20/2019	23.66	10.52
1134*65460*1	02	03/20/2019	38.95	38.95
036-2475*65460*27	02	03/25/2019	34.40	34.40
036-2475*65460*27	02	03/25/2019	45.50	45.50
036-2475*65460*27	02	03/25/2019	13.24	11.94
036-2475*65460*27	02	03/25/2019	30.23	30.23
1049*65460*24	02	03/06/2019	40.94	40.94
1049*65460*24	02	03/06/2019	6.36	6.36
1049*65460*24	02	03/22/2019	7.79	7.79
1049*65460*24	02	03/22/2019	24.37	24.37
1108*65460*2	02	03/07/2019	12.00	12.00
1108*65460*2	02	03/07/2019	29.81	28.33
1108*65460*2	02	03/07/2019	21.82	21.82
1108*65460*2	02	03/07/2019	6.90	5.72
1122*65460*4	02	03/21/2019	12.02	12.02
1122*65460*4	02	03/21/2019	12.00	12.00
1122*65460*4	02	03/21/2019	25.00	25.00
1122*65460*4	02	03/21/2019	12.00	12.00
1137*65460*1	02	03/27/2019	5.75	5.75
1137*65460*1	02	03/27/2019	7.12	6.18
1137*65460*1	02	03/27/2019	78.75	78.75
1137*65460*1	02	03/27/2019	12.00	12.00
1019*65460*31	02	03/11/2019	56.96	56.96
1019*65460*31	02	03/11/2019	6.74	6.74
1019*65460*31	02	03/11/2019	36.32	36.32
1019*65460*31	02	03/11/2019	5.49	5.49
1019*65460*31	02	03/08/2019	28.67	28.67
1031*65460*11	02	03/26/2019	27.50	26.38
1031*65460*11	02	03/26/2019	20.71	20.71
1031*65460*11	02	03/12/2019	8.19	7.00
1031*65460*11	02	03/12/2019	7.59	7.59
1031*65460*11	02	03/26/2019	33.29	33.29
1046*65460*24	02	03/04/2019	34.52	34.52
1046*65460*24	02	03/04/2019	10.00	10.00
1046*65460*24	02	03/04/2019	30.84	30.84
1046*65460*24	02	03/04/2019	33.77	33.77
1046*65460*24	02	03/04/2019	36.32	36.32
1131*65460*1	02	03/06/2019	6.07	6.07
1131*65460*1	02	03/20/2019	6.51	5.38
1131*65460*1	02	03/20/2019	20.71	20.71
1131*65460*1	02	03/20/2019	29.81	28.33
1131*65460*1	02	03/22/2019	29.81	26.66
1133*65460*1	02	03/12/2019	56.96	56.96
1133*65460*1	02	03/12/2019	29.25	29.25
1133*65460*1	02	03/12/2019	39.69	39.69
1133*65460*1	02	03/15/2019	10.89	10.89
1133*65460*1	02	03/12/2019	8.28	8.28
1106*65460*8	02	03/26/2019	6.08	6.08
1106*65460*8	02	03/26/2019	26.66	26.66
1106*65460*8	02	03/26/2019	23.81	10.58
1106*65460*8	02	03/19/2019	6.56	6.56
1106*65460*8	02	03/26/2019	12.92	12.92
1106*65460*8	02	03/26/2019	12.00	12.00
036-2815*65460*20	02	03/01/2019	5.81	5.81
036-2815*65460*20	02	03/01/2019	6.28	5.28
036-2815*65460*20	02	03/28/2019	7.34	7.34
036-2815*65460*20	02	03/28/2019	10.00	10.00
036-2815*65460*20	02	03/01/2019	28.61	28.61
036-2815*65460*20	02	03/01/2019	56.96	56.96



036-2815*65460*20	02	03/01/2019	35.35	35.35
036-3432*65460*38	02	03/26/2019	10.25	10.25
036-3432*65460*38	02	03/01/2019	7.96	7.96
036-3432*65460*38	02	03/01/2019	15.57	15.57
036-3432*65460*38	02	03/07/2019	36.32	36.32
036-3432*65460*38	02	03/07/2019	5.49	5.49
036-3432*65460*38	02	03/07/2019	5.81	5.81
036-3432*65460*38	02	03/07/2019	27.50	26.38
<b>52 invoices, 157 line items</b>			<b>10,897.13</b>	<b>9,343.31</b>
036-2783*63057*20	20	03/20/2019	2,521.00	1,033.61
1111*63057*6	20	03/25/2019	1,210.00	496.10
<b>2 invoices, 2 line items</b>			<b>3,731.00</b>	<b>1,529.71</b>
036-2475*63057*32	21	03/25/2019	359.00	147.19
1007*63057*6	21	03/28/2019	258.00	105.78
1011*63057*34	21	02/14/2019	22.60	9.27
1031*63057*11	21	03/26/2019	555.00	227.55
1049*63057*14	21	03/04/2019	158.00	64.78
1055*63057*5	21	03/20/2019	113.00	46.33
1061*63057*12	21	03/25/2019	359.00	147.19
1086*63057*5	21	03/19/2019	193.00	79.13
1123*63057*4	21	03/24/2019	198.00	81.18
1124*63057*2	21	03/05/2019	236.00	96.76
1129*63057*1	21	03/11/2019	191.00	78.31
J392*63057*7	21	03/25/2019	359.00	147.19
036-2783*63057*20	21	03/01/2019	75.00	30.75
036-2783*63057*20	21	03/05/2019	236.00	96.76
1091*63057*11	21	03/07/2019	236.00	96.76
1122*63057*3	21	03/21/2019	236.00	96.76
1134*63057*1	21	03/28/2019	236.00	96.76
1137*63057*1	21	03/27/2019	356.00	145.96
1131*63057*1	21	03/06/2019	356.00	145.96
1131*63057*1	21	03/20/2019	236.00	96.76
1128*63057*1	21	03/19/2019	236.00	96.76
1128*63057*1	21	03/08/2019	378.00	154.98
1128*63057*1	21	03/21/2019	591.00	242.31
1127*63057*2	21	03/11/2019	158.00	64.78
036-2815*63057*19	21	03/12/2019	158.00	64.78
1104*63057*1	21	02/13/2019	37.52	15.38
1110*63057*2	21	03/27/2019	236.00	96.76
036-3432*63057*14	21	03/14/2019	236.00	96.76
036-3432*63057*14	21	03/01/2019	589.00	241.49
036-3432*63057*14	21	03/26/2019	236.00	96.76
1096*63057*12	21	03/25/2019	158.00	64.78
1108*63057*2	21	03/07/2019	236.00	96.76
1107*63057*7	21	03/25/2019	281.00	115.21
1138*63057*1	21	03/28/2019	356.00	145.96
1025*63057*9	21	03/27/2019	236.00	96.76
1025*63057*9	21	03/21/2019	236.00	96.76
1106*63057*6	21	03/26/2019	236.00	96.76
1106*63057*6	21	03/19/2019	236.00	96.76
036-2458*63057*1	21	03/07/2019	236.00	96.76
<b>31 invoices, 39 line items</b>			<b>10,035.12</b>	<b>4,114.40</b>

1114*63057*4	22	03/19/2019	10,641.00	4,362.81
<b>1 invoices, 1 line items</b>			<b>10,641.00</b>	<b>4,362.81</b>
1091*63057*11	24	03/01/2019	6,778.00	2,778.98
1091*63057*11	24	03/08/2019	6,131.00	2,513.71
1122*63057*3	24	02/15/2019	137.00	56.17
1127*63057*2	24	03/09/2019	1,020.00	418.20
1114*63057*4	24	03/19/2019	415.00	170.15
1108*63057*2	24	03/06/2019	2,914.00	1,194.74
1108*63057*2	24	03/08/2019	3,309.00	1,356.69
1107*63057*7	24	03/26/2019	2,024.00	829.84
1107*63057*7	24	03/11/2019	191.00	78.31
<b>6 invoices, 9 line items</b>			<b>22,919.00</b>	<b>9,396.79</b>
1134*63057*1	25	03/28/2019	3,688.00	1,512.08
1137*63057*1	25	03/28/2019	3,211.00	1,316.51
1131*63057*1	25	03/06/2019	2,880.00	1,180.80
1128*63057*1	25	03/20/2019	2,108.00	864.28
1127*63057*2	25	03/11/2019	704.00	288.64
1019*63057*15	25	03/18/2019	1,665.00	682.65
1138*63057*1	25	03/28/2019	5,816.00	2,384.56
<b>7 invoices, 7 line items</b>			<b>20,072.00</b>	<b>8,229.52</b>
036-2815*63057*19	27	03/28/2019	872.00	357.52
1025*63057*9	27	03/27/2019	929.00	380.89
1106*63057*6	27	03/20/2019	2,128.00	872.48
036-2458*63057*1	27	03/08/2019	2,079.00	852.39
<b>4 invoices, 4 line items</b>			<b>6,008.00</b>	<b>2,463.28</b>
036-2783*63057*20	28	03/05/2019	326.00	133.66
1128*63057*1	28	03/11/2019	2,184.00	895.44
1104*63057*1	28	02/18/2019	218.40	89.54
1110*63057*2	28	03/27/2019	161.00	66.01
036-3432*63057*14	28	03/18/2019	5,616.00	2,302.56
1108*63057*2	28	03/07/2019	161.00	66.01
036-3067*63057*16	28	03/01/2019	689.00	282.49
1111*63057*6	28	03/15/2019	543.00	222.63
036-2458*63057*1	28	03/07/2019	1,139.00	466.99
<b>9 invoices, 9 line items</b>			<b>11,037.40</b>	<b>4,525.33</b>
1081*63615*4	31	03/14/2019	415.00	95.54
1091*63615*8	31	02/11/2019	83.00	23.24
1098*63615*4	31	03/21/2019	270.00	56.08
1102*63615*5	31	02/26/2019	270.00	56.08
1111*63615*4	31	02/27/2019	415.00	116.20
036-2783*63615*7	31	03/11/2019	25.00	8.66
036-2783*63615*7	31	03/11/2019	273.00	65.29
036-3067*63615*5	31	02/28/2019	270.00	56.08
036-3067*63615*5	31	03/07/2019	183.00	39.92
036-2475*63615*3	31	02/19/2019	48.00	16.68
036-2475*63615*3	31	02/19/2019	10.00	2.89
036-2475*63615*3	31	02/19/2019	178.00	64.80
1121*63615*1	31	03/22/2019	273.00	65.29

1121*63615*1	31	03/01/2019	273.00	65.29
1121*63615*1	31	02/05/2019	273.00	65.29
1114*63615*4	31	03/13/2019	158.00	58.06
1114*63615*4	31	03/28/2019	793.00	277.46
1114*63615*4	31	03/28/2019	32.00	11.23
1114*63615*4	31	03/28/2019	58.00	19.90
1114*63615*4	31	02/18/2019	135.00	48.12
036-2815*63615*8	31	02/27/2019	180.00	50.40
036-2815*63615*8	31	02/26/2019	23.00	6.44
036-2815*63615*8	31	02/26/2019	1,515.00	424.20
036-2815*63615*8	31	02/26/2019	250.00	89.17
036-2815*63615*8	31	02/26/2019	32.00	11.23
036-2815*63615*8	31	02/26/2019	290.00	99.50
036-2815*63615*8	31	02/26/2019	650.00	224.86
1120*63615*2	31	02/22/2019	340.00	111.78
1120*63615*2	31	02/24/2019	178.00	59.30
1120*63615*2	31	02/23/2019	178.00	59.30
1120*63615*2	31	02/22/2019	280.00	78.40
1120*63615*2	31	02/22/2019	23.00	6.44
1120*63615*2	31	03/28/2019	780.00	218.40
1120*63615*2	31	02/23/2019	98.00	41.32
1120*63615*2	31	02/25/2019	180.00	71.16
1120*63615*2	31	02/23/2019	280.00	78.40
1120*63615*2	31	02/22/2019	403.00	112.84

12 invoices, 37 line items

10,115.00

2,955.24

1055*63615*2	31-1	03/28/2019
1055*63615*2	31-1	03/28/2019

1,200.00

825.00

630.00

630.00

1 invoices, 2 line items

1,830.00

1,455.00

036-2475*63614*6	34	02/19/2019	4,523.74	1,085.70
036-2783*63614*8	34	03/11/2019	558.00	133.92
036-2815*63614*7	34	02/26/2019	5,620.16	5,620.16
1081*63614*3	34	03/14/2019	323.00	77.52
1091*63614*7	34	02/11/2019	197.00	47.28
1098*63614*3	34	03/21/2019	614.00	147.36
1102*63614*5	34	02/26/2019	323.00	77.52
1120*63614*1	34	02/22/2019	13,253.19	4,903.68
036-3067*63614*7	34	02/28/2019	323.00	77.52
036-3067*63614*7	34	03/07/2019	323.00	77.52
1111*63614*4	34	02/27/2019	323.00	77.52
1111*63614*4	34	03/12/2019	323.00	77.52
1114*63614*4	34	03/15/2019	1,419.00	340.56
1114*63614*4	34	03/13/2019	2,655.00	637.20
1121*63614*2	34	03/01/2019	1,241.00	297.84
1121*63614*2	34	03/22/2019	443.00	106.32

12 invoices, 16 line items

32,462.09

13,785.14

1122*63057*3	44	02/15/2019	475.00	194.75
1122*63057*3	44	02/15/2019	40.00	16.40
1127*63057*2	44	02/28/2019	45.00	18.45
1096*63057*12	44	02/18/2019	40.00	16.40
1070*63057*13	44	02/24/2019	40.00	16.40
1121*63057*4	44	02/14/2019	495.00	202.95
1089*63057*7	44	02/15/2019	90.00	36.90

1089*63057*7	44	02/15/2019	156.00	63.96
1120*63057*3	44	02/21/2019	275.00	112.75
1120*63057*3	44	02/21/2019	495.00	202.95

7 invoices, 10 line items

2,151.00

881.91

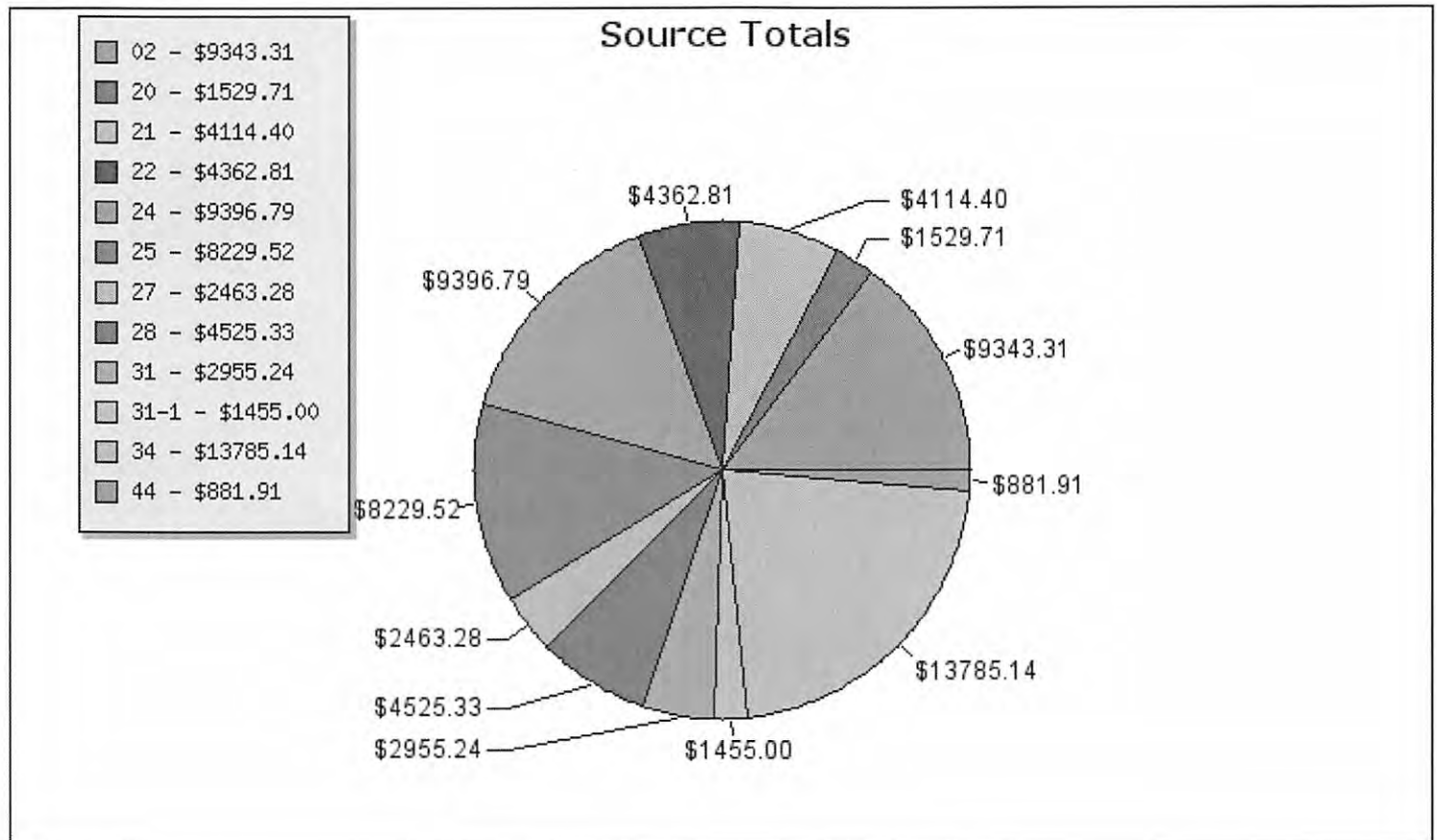
Grand Totals

141,898.74

63,042.44

116 invoices listed.

293 line items listed.



# Exhibit “D”

## QIPP Year 2, QTR 2, Component 2, 3, and Lapsing Fund Payment and Component 1 Waterfall

Provider Number	Facility Name	Quarterly Payment				
		Q2 Component 2 Payment	Q2 Component 3 Payment	Q2 Lapse Funds Payment	Payment for Prior Period	Total Payment
455757	Clairmont Beaumont	17,282.88	32,080.64	19,993.92	1,956.00	71,313.44
676177	Garrison Nursing Home & Rehabilitation Center	25,295.04	47,779.52	18,971.28	2,476.68	94,522.52
675490	Golden Villa	25,997.68	47,779.52	18,971.28	2,328.24	95,076.72
675095	Hallettsville Rehabilitation & Nursing Center	11,838.96	22,453.20	10,614.24	587.88	45,494.28
675493	Highland Park Care Center	17,892.80	33,996.32	13,419.60	1,824.94	67,133.66
455646	Marshall Manor Nursing & Rehabilitation Center	40,050.48	73,777.20	29,510.88	3,413.84	146,752.40
455879	Marshall Manor West	28,808.24	53,400.64	21,430.52	1,347.43	104,986.83
455715	Monument Hill Rehabilitation & Nursing Center	9,787.44	18,257.34	11,387.31	(76.14)	39,355.95
675445	Oak Manor Nursing Center	13,928.28	25,974.36	10,352.10	590.00	50,844.74
675101	Oakland Manor Nursing Center	9,222.78	16,939.80	10,540.32	257.61	36,960.51
675894	Park Manor Conroe	28,808.24	52,698.00	21,079.20	2,244.10	104,829.54
675818	Park Manor Cyfair	36,537.28	67,453.44	26,875.98	2,910.83	133,777.53
675986	Park Manor Cypress Station	31,618.80	59,021.76	23,538.44	2,717.95	116,896.95
675991	Park Manor Humble	32,321.44	59,724.40	23,714.10	2,544.66	118,304.60
676073	Park Manor Quail Valley	37,942.56	70,264.00	28,105.60	3,314.42	139,626.58
676059	Park Manor Westchase	42,048.08	77,833.68	30,865.08	4,584.44	155,331.28
675603	Rose Haven Retreat	18,787.44	34,890.96	13,866.92	2,152.70	69,698.02
675764	Spring Branch Transitional Care Center	86,780.08	161,035.20	64,190.42	9,056.52	321,062.22
455876	The Woodlands Healthcare Center	42,271.74	77,833.68	37,127.56	3,294.56	160,527.54
676273	Park Manor The Woodlands	28,808.24	53,400.64	21,254.86	2,280.55	105,744.29
676165	Park Manor of Tomball	36,680.24	67,992.64	27,062.86	4,003.42	135,739.16
675819	Park Manor of Southbelt	33,101.68	61,730.16	24,602.60	3,662.12	123,096.56
676263	Deerbrook Skilled Nursing and Rehab	31,312.40	57,256.96	23,036.98	2,182.62	113,788.96
675744	Friendship Haven Healthcare & Rehab Center	36,680.24	50,994.48	25,049.92	3,702.98	116,427.62
<b>Total NSGO</b>		<b>723,803.04</b>	<b>1,324,568.54</b>	<b>555,561.97</b>	<b>63,358.35</b>	<b>2,667,291.90</b>

Q2 Metrics Met		
Yes	175	91.1%
No	17	8.9%
	<b>192</b>	

## QIPP Year 2, QTR 2, Component 2, 3, and Lapsing Fund Payment and Component 1 Waterfall

Facility Name	Current Quarter Metrics Attainment					Year 2 to Date Metrics Attainment					Year 1 Metrics Attainment				
	Yes	Yes %	No	No %	Total	Yes	Yes %	No	No %	Total	Yes	Yes %	No	No %	Total
Clairmont Beaumont	4	50.0%	4	50.0%	8	10	62.5%	6	37.5%	16	13	40.6%	19	59.4%	32
Garrison Nursing Home & Rehabilitation Center	8	100.0%	0	0.0%	8	16	100.0%	0	0.0%	16	30	93.8%	2	6.3%	32
Golden Villa	8	100.0%	0	0.0%	8	16	100.0%	0	0.0%	16	30	93.8%	2	6.3%	32
Hallettsville Rehabilitation & Nursing Center	6	75.0%	2	25.0%	8	12	75.0%	4	25.0%	16	24	75.0%	8	25.0%	32
Highland Park Care Center	8	100.0%	0	0.0%	8	16	100.0%	0	0.0%	16	32	100.0%	0	0.0%	32
Marshall Manor Nursing & Rehabilitation Center	8	100.0%	0	0.0%	8	16	100.0%	0	0.0%	16	24	75.0%	8	25.0%	32
Marshall Manor West	8	100.0%	0	0.0%	8	14	87.5%	2	12.5%	16	32	100.0%	0	0.0%	32
Monument Hill Rehabilitation & Nursing Center	4	50.0%	4	50.0%	8	8	50.0%	8	50.0%	16	26	81.3%	6	18.8%	32
Oak Manor Nursing Center	8	100.0%	0	0.0%	8	16	100.0%	0	0.0%	16	26	81.3%	6	18.8%	32
Oakland Manor Nursing Center	4	50.0%	4	50.0%	8	10	62.5%	6	37.5%	16	32	100.0%	0	0.0%	32
Park Manor Conroe	8	100.0%	0	0.0%	8	16	100.0%	0	0.0%	16	32	100.0%	0	0.0%	32
Park Manor Cyfair	8	100.0%	0	0.0%	8	16	100.0%	0	0.0%	16	32	100.0%	0	0.0%	32
Park Manor Cypress Station	8	100.0%	0	0.0%	8	16	100.0%	0	0.0%	16	31	96.9%	1	3.1%	32
Park Manor Humble	8	100.0%	0	0.0%	8	16	100.0%	0	0.0%	16	32	100.0%	0	0.0%	32
Park Manor Quail Valley	8	100.0%	0	0.0%	8	16	100.0%	0	0.0%	16	32	100.0%	0	0.0%	32
Park Manor Westchase	8	100.0%	0	0.0%	8	16	100.0%	0	0.0%	16	32	100.0%	0	0.0%	32
Rose Haven Retreat	8	100.0%	0	0.0%	8	16	100.0%	0	0.0%	16	30	93.8%	2	6.3%	32
Spring Branch Transitional Care Center	8	100.0%	0	0.0%	8	16	100.0%	0	0.0%	16	32	100.0%	0	0.0%	32
The Woodlands Healthcare Center	6	75.0%	2	25.0%	8	12	75.0%	4	25.0%	16	25	78.1%	7	21.9%	32
Park Manor The Woodlands	8	100.0%	0	0.0%	8	16	100.0%	0	0.0%	16	0		0		0
Park Manor of Tomball	8	100.0%	0	0.0%	8	16	100.0%	0	0.0%	16	0		0		0
Park Manor of Southbelt	8	100.0%	0	0.0%	8	16	100.0%	0	0.0%	16	0		0		0
Deerbrook Skilled Nursing and Rehab	8	100.0%	0	0.0%	8	16	100.0%	0	0.0%	16	0		0		0
Friendship Haven Healthcare & Rehab Center	7	87.5%	1	12.5%	8	15	93.8%	1	6.3%	16	0		0		0
<b>Total NSGO</b>	<b>175</b>	<b>91.1%</b>	<b>17</b>	<b>8.9%</b>	<b>192</b>	<b>353</b>	<b>91.9%</b>	<b>31</b>	<b>8.1%</b>	<b>384</b>	<b>547</b>	<b>90.0%</b>	<b>61</b>	<b>10.0%</b>	<b>608</b>

**04/02/2019 09:02:33 AM****User Identification**

**hoxfordiv**  
**Oxford, IV, Hubert**  
**hoxfordiv@benoxford.com**  
**409-351-0000**  
**IP:67.79.51.210**

# Summary

**Entity Information**

Texas Taxpayer ID  
32015872396

Entity Name  
Winnie Stowell Hospital District

Phone Number  
(409) 296 - 1003

Primary Contact Name  
Sherrie Anne Norris (Administrator)

Primary Entity Contact Email Address (used to receive notices and future communications)  
sherrie@wshd-tx.com

Website  
Website: <http://wshd-tx.org/>

Type of SPD  
Hospital District

**Mailing address**

PO BOX 1997  
WINNIE, TX 77665 -1997

**Physical address**

538 BROADWAY  
WINNIE, TX 77665 -7600

**County(ies)**

Primary county  
CHAMBERS

**Criteria Section**

Had cash and temporary investments in excess of \$250,000  
Had gross receipts from operations, loans, taxes, or contributions in excess of \$250,000

**Third Party Information**

Benckenstein & Oxford, LLP  
(409) 951 - 4721  
Hubert Oxford (General Counsel)  
hoxfordiv@benoxford.com  
Website: [www.benoxford.com](http://www.benoxford.com)

3535 CALDER AVE STE 300



BEAUMONT, TX 77706 -5087

## Board Members

Edward Murrell (President)  
 Robert Way (Treasurer)  
 Anthony Stramecki (Vice President)  
 Jeff Rollo (Secretary)  
 Raul Espinosa (Director)

## Contract Section

No Tax Assessor Collector(s) in the Contract Section.

No Utility Operators(s) in the Contract Section.

## Entity Type

This entity is not a water district.

## Debt Reporting

32015872396\_2019.04.02.09.02.27\_2018-debtreportform.xlsx

*(file has been renamed to fit our naming convention)*

## Sales Tax Rates

Sales and Use Tax Rate: 0.007500000

## Ad Valorem Tax Rates

Table of Ad Valorem Tax Rates

Adopted Tax Rate:  
 Maintenance and Operations (M & O) Rate:  
 Debt (I & S) Rate:  
 Effective Tax Rate:  
 Effective Maintenance and Operations (M & O) Rate:  
 Rollback Tax Rate:

Once you click submit, you will be given an SPDPID ID Number. You can use that number to update and/or edit the report, as well as, file future reports.

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04/02/2019 09:03:01 AM

**User Identification**

hoxfordiv  
Oxford, IV, Hubert  
hoxfordiv@benoxford.com  
409-351-0000  
IP:67.79.51.210

# Confirmation

**SPD Public Information Database Report Confirmation**

Please use this SPDPID ID Number to update and/or edit, as well as, file future reports for this entity.

**SPDPID ID #: 322221**

**Thank you for your submission. Please print this page for your records.**

**Once your record is approved, the information you have provided will be posted to the public search page starting in September of 2018. You may update your reported information at any time.**

**Displayed above is the entity's identification number. Please save this number, as you will need it to log back into the system to make updates in the future.**

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# Exhibit “E”

<b>Winnie-Stowell Hospital District</b>			
<b>Executive Summary of Nursing Home Monthly Site Visits</b>			
<b>February 2019</b>			
<b>Facility</b>	<b>Operator</b>		<b>Comments</b>
<b>Park Manor of Conroe</b>	HMG		Census: 118. 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. The maintenance and housekeeping at the facility have done a great job keeping both the inside and outside of the facility looking great. The facility has started preparing for their annual survey, they had a mock survey that went well.
<b>Clairmont Beaumont</b>	Genesis		Census: 110. The facility had their annual survey in June 2018, their POC was accepted by the state. There were four reportable incidents since the last visit, they were all unsubstantiated following review. The therapy gym was clean and organized and therapists were working with residents. The facility is doing a Mardi Gras themed party for its residents.
<b>The Woodlands Healthcare Center</b>	Genesis		Census: 159. The facility was having their survey during the visit, they do not have the results yet but are expecting roughly six tags, more information will be provided on the next visit. There were no reportable incidents since the last visit. Due to the surveyors being in the facility and the facility having both an interim Administrator and interim DON a tour was not conducted.

<b>February 2019</b>			
<b>Facility</b>	<b>Operator</b>		<b>Comments</b>
<b>Garrison Nursing Home and Rehabilitation Center</b>	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.

<b>Golden Villa</b>	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.
<b>Marshall Manor West</b>	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.
<b>Marshall Manor</b>	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.
<b>Rose Haven Retreat</b>	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.
<b>Park Manor of Quail Valley</b>	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.

**CONTACT**

Bryon Orona, Administrator  
Ramona Cain, RN, DON

**FACILITY**

Park Manor Conroe is a 125-bed facility with a current CMS overall star rating of 2 and a Quality Measures rating of 5. The census on the date of this visit was 118: Private Pay- 16, HMO- 25, Medicare- 12, Medicaid- 62, and Hospice- 3.

The Director of Nursing was present at the site visit and provided clinical information and tour of facility. Walk up curb appeal was well maintained. The landscaping and flowers looked attractive. The lobby was neat, clean, odor-free and nicely decorated. Residents observed were well-groomed. Their wheelchairs and walkers were clean as well. The survey binder was reviewed and appeared to be missing surveys for 2016 and 2018. The posted staffing was not current (3/20/19). All other required postings were current.

The corridor to 200-Hall looked nice. The rooms on were neat and clean with shiny floors. There were no odors. A housekeeping cart on the hall had chemical left on top of the cart but it was locked. The bathrooms were clean and odor-free. In the shower room, cabinets weren't locked, but no hazardous items were found. The whirlpool tub had several items in it.

Laundry room clean and organized with current logs and no lint in dryer traps. All logs were current. The oxygen storage was clean and oxygen cylinders were stored properly. The facility utilizes a respiratory therapist as part of their Advanced Pulmonary program. The facility currently has one resident with a tracheostomy. They are going to begin using the Trilogy Program in the future.

The Activity Calendar was very large and neat. The facility offers activities 7 days a week and has 1 evening activity per week.

The facility had their mock survey earlier in the week in preparation for their annual survey. They are continuing with a PIP for Bowel and Bladder which, according to Ramona, has led to a reduction in the number of falls the residents have had.

**SURVEY**

The facility's annual survey on 7/27/18 resulted in 5 health deficiencies and 1 life safety code deficiency. They have received no deficiencies since their annual survey.

**REPORTABLE INCIDENTS**

The facility had no outstanding reportable incidents from Dec 2018/Jan/Feb 2019.

**CLINICAL TRENDING****Incidents/Falls:**

During Dec 2018/Jan/Feb 2019, there were 101 falls without injury, 3 falls with injury, 20 skin tears, 6 elopements, 2 fractures, 2 bruises, 2 lacerations, 4 behaviors, and 2 others.

**Infection Control:**

Facility reported 89 total infections for Dec 2018/Jan/Feb 2019— 54 UTIs, 20 URIs, 4 GI tract infections, 3 genital infections, and 8 others.

**Weight loss:**

During Dec 2018/Jan/Feb 2019, 22 residents experienced weight loss. 13 residents had 5-10% weight loss in 1 month and 9 residents had > 10% weight loss in 6 months.

**Pressure Ulcers:**

During Dec 2018/Jan/Feb 2019, the facility reported 15 residents with 42 pressure ulcer sites, 2 of which were acquired in-house.

**Restraints:**

Park Manor reported no restraints during the reporting period.

**Staffing:**

Currently, Park Manor has open positions for 2 6am-2pm LVNs, 2 6am-2pm C.N.A. openings, 2 2pm-10pm C.N.A. openings, and 2- 10pm-6am C.N.A. openings.

Quality Indicators (Casper) from Dec 2018/Jan/Feb 2019				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	7.8%	9.9%	12.3%	
New/Worsened Pressure Ulcers (S)	0%	.7%	.7%	
New Psychoactive Med Use (S)	0%	2.2%	2.0%	
Fall w/Major Injury (L)	0%	3.5%	3.5%	
UTI (L)	2.5%	2.6%	2.6%	
Self-Reported Mod/Sev Pain (L)	0%	4.8%	6.0%	
High risk with pressure ulcers (L)	3.4%	6.0%	6.0%	
Loss of Bowel/Bladder Control(L)	60.5%	50.5%	48.2%	Working on restorative and rehab with B & B program
Catheter(L)	1.3%	2.5%	2.6%	
Physical restraint(L)	0%	0.1%	0.3%	
Increased ADL Assistance(L)	15.6%	18.3%	15.2%	
Excessive Weight Loss(L)	1.3%	4.2%	5.7%	
Depressive symptoms(L)	0%	2.8%	4.7%	
Antipsychotic medication (L)	11.4%	12.7%	14.7%	





Park Manor of Conroe  
 1600 Grand Lake Dr., Conroe, TX 77082 Site Visit:  
 3/22/2019

QIPP Component 1 Quality Metric for Dec 2018/Jan/Feb 2019				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report	12/19/18	12/19/2018	Y	NA
	1/15/19	1/15/19		
	2/13/19	2/13/19		

QIPP Component 2 (Modest) Quality Metrics for Dec 2018/Jan/Feb 2019					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.35%	.73%	0%	Y	NA
High Risk W/Pressure Ulcers	5.67%	8.08%	3.51%	Y	NA
Physical restraints	.53%	0%	0%	Y	NA
Antipsychotic medication	16.06%	13.31%	6.94%	Y	NA



Park Manor of Conroe  
1600 Grand Lake Dr., Conroe, TX 77082 Site Visit:  
3/22/2019

QIPP Component 3 (High) Quality Metrics Dec 2018/Jan/Feb 2019					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.35%	.73%	0%	Y	
High Risk W/Pressure Ulcers	5.67%	8.08%	3.51%	Y	
Physical restraints	.53%	0%	0%	Y	
Antipsychotic medication	16.06%	13.31%	6.54%	Y	



Park Manor of Conroe  
1600 Grand Lake Dr., Conroe, TX 77082 Site Visit:  
3/22/2019

QIPP Component 1 Quality Metric for QTR 4-2017 projected				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report	7/14, 8/11, 9/14	7/20, 8/20, 9/20	Y	NA

QIPP Component 2 (Modest) Quality Metrics for QTR -1 2018 projected	PI Implemented
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Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.35%	1%	1.4%	Y	NA
High Risk W/Pressure Ulcers	5.67%	5.4%	5.3%	Y	NA
Physical restraints	.53%	0%	0%	Y	NA
Antipsychotic medication	16.06%	24.7%	11.4%	Y	NA

QIPP Component 3 (High) Quality Metrics for QTR – 1 2018 projected					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.35%	3.4%	1.4%	Y	NA
High Risk W/Pressure Ulcers	5.67%	5.7%	5.3%	Y	NA
Physical restraints	.53%	0%	0%	Y	NA
Antipsychotic medication	16.06%	16.19%	11.4%	Y	NA

**ADDITIONAL COMMENTS**

The facility’s **Activity Calendar/One on One Process** – Activity Director assesses each resident to determine their preferences for activities and whether or not they desire one on one interaction. Facility holds resident council meeting every month for their input on monthly activities, including what outings they prefer (shopping, eating out, movies, etc.). Calendar is posted on 200 hall and in each resident room. Calendar includes diverse programs, including games, bingo, nail care, outings, church services, etc.

**CONTACT**

Mark Bourne, RN – Director of Nursing  
Shawn Gallet- Administrator

**FACILITY**

Spindletop Hill is a 148-bed facility, with a 2-Star Quality rating overall and a 1-Star rating in Quality Measures. Census on the day of the visit was 110: Medicare- 11, Medicaid- 62, Medicaid Pending- 5, Managed Care- 11, and Hospice- 15. The administrator and Director of Nursing were both available on the day of the visit. The DON was kind enough to provide the tour. He mentioned that the facility would soon be undergoing a renovation.

The external grounds were neat and nicely landscaped. The area by the dumpsters was neat and clean as well. The therapy gym was attractively decorated and clean. The therapists were actively engaged with residents. The lobby was attractively decorated and was clean and odor-free. The salon was open as well with residents anxiously awaiting getting their hair done.

The rooms in Memory Care were neat and relatively clean. No safety concerns were identified. The patio was neat except for the cigarette butts along the sidewalk.

Room 233 was neat, but the floor was sticky. In Room 227, items were stacked in the closet within proximity of the sprinkler head. The nurses' station was neat and well-organized.

A well-attended activity was in progress in the dining room. Meal times and menus were posted properly. A tour of the kitchen found it to be clean. Items in the refrigerator and freezer were labeled and dated. Temperature logs were up-to-date. The pantry was clean and orderly as well.

The activity calendar was large and very nice with a Mardi Gras theme. Medical Records was open and unattended.

The laundry department appeared to be somewhat disorganized. The lint trap cleaning log was documented as current; however, the lint traps were very full of lint.

**SURVEY**

Spindletop Hill had their last survey on 6/21/18. They received 10 Health deficiencies and 5 LSC deficiencies. They have received no deficiencies during this reporting period.

## REPORTABLE INCIDENTS

During Dec 2018/Jan/Feb 2019, the facility reported one incident in December (unsubstantiated), one incident in January (unsubstantiated), and two in February (unsubstantiated).

## CLINICAL TRENDING

### Incident Reporting:

During Dec 2018/Jan/Feb 2019, the facility had 82 falls without injury, 20 falls with injury, 29 skin tears, 2 elopements, 2 fractures, 8 bruises, 2 behaviors, and 8 "other" reported.

### Infections:

During Dec 2018/Jan/Feb 2019, the facility had 18 UTIs, 7 URIs, 2 GI Tract infections, and 30 "other" for a total of 57 reported infections.

### Pressure Ulcers:

During Dec 2018/Jan/Feb 2019, 16 residents were reported with 23 sites; 18 of which were acquired in-house.

### Weight Loss:

During Dec 2018/Jan/Feb 2019, 29 residents experienced weight loss- 12 with weight loss of 5-10% in 30 days and 12 with weight loss >10% in 6 months.

### Restraints:

No restraint/side rail use was reported during the reporting period.

### Staffing:

The facility has current open positions for 4 charge nurses- 3 needed for 2pm-10pm shift and 1 needed for 10pm-6am shift; open positions for 11 CNAs- 5 needed for 6am-2pm shift and 6 needed for 2pm-10pm shift.



Clairmont Beaumont  
 1020 23<sup>rd</sup> St., Beaumont, Texas 77707  
 Site Visit: 3/21/2019

**Quality Indicators -CASPER Report Dec 2018/Jan/Feb 2019**

Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	5.3%	9.8%	12.3%	
New/Worsened Pressure Ulcers (S)	0%	.7%	.7%	
New Psychoactive Med Use (S)	4.1%	2.7%	2.0%	
Fall w/Major Injury (L)	7.3%	3.5%	3.5%	
UTI (L)	0%	2.6%	3.0%	
Self-Reported Mod/Sev Pain (L)	8.7%	5.3%	6.8%	
High risk with pressure ulcers (L)	10.5%	6%	6%	
Loss of Bowel/Bladder Control(L)	69.4%	50.7%	48.3%	
Catheter(L)	3.2%	2.5%	2.6%	
Physical restraint(L)	0%	.1%	.3%	
Increased ADL Assistance(L)	42.9%	18.3%	15.2%	
Excessive Weight Loss(L)	12%	4.2%	5.7%	
Depressive symptoms(L)	1.3%	2.8%	4.7%	
Antipsychotic medication (L)	13.6%	12.7%	14.7%	

**QIPP Component 1 Quality Metric -Dec 2018/Jan/Feb 2019**

Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented

QAPI Validation Report	12/11/18	12/11/18	Y	
	1/21/19	1/21/19		
	2/14/19	2/14/19		

QIPP Component 2 (Modest) Quality Metrics for Dec 2018/Jan/Feb 2019					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	6.3%	3.5%		N	Yes, results not provided
High Risk W/Pressure Ulcers	10.5%	8.2%		N	Yes, results not provided
Physical restraints	0%	0.1%		Y	No, results not provided
Antipsychotic medication	13.6%	12.7%		N	Yes, results not provided

QIPP Component 3 (High) Quality Metrics for Dec 2018/Jan/Feb 2019					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	6.3%	3.5%		N	Yes, results not provided



High Risk W/Pressure Ulcers	10.5%	8.2%		N	Yes, results not provided
Physical restraints	0%	0.1%		Y	No, results not provided
Antipsychotic medication	13.6%	12.7%		N	Yes, results not provided

**CONTACT**

Wendy Brock- Interim Administrator  
Director of Nursing- Using Interim currently

**FACILITY**

The Woodlands is a 214-bed facility with a 3-star rating overall and a 5-star rating on Quality Measures. The census on date of visit: Total- 159, Private Pay- 6, Medicaid- 96, Medicaid Pending- 23, Medicare- 6, HMO- 13, and Hospice- 15.

The facility was amid their annual survey on the day of the visit. As a courtesy to the facility, and in consideration of their having both an Interim Administrator and Interim Director of Nursing, it was decided that the facility tour would not take place. The Interim Administrator was able to forward some of the clinical data.

The grounds outside were very neat and attractive except for multiple cigarettes butts found in the parking lot. The lobby area was attractively decorated and clean with no odors.

**SURVEY**

The annual survey was in process and concluded on 3/22/19. The facility has not received the 2567; however, they expect 3 potential areas under the health portion and 3 areas under the life safety portion.

**REPORTABLE INCIDENTS**

Information not available.

**CLINICAL TRENDING****Incidents:**

During Dec 2018/Jan/Feb 2019, there were 29 falls with no injury, 14 falls with injury, 4 skin tears, 1 fracture, 1 bruise, 2 lacerations, and no behaviors.

**Infections:**

Information not available.

**Restraints:**

During Dec 2018/Jan/Feb 2019, the facility did not utilize restraints or side rails.

**Pressure Ulcers:**

During Dec 2018/Jan/Feb 2019, 4 residents had pressure ulcers with 6 sites. Of these, 4 were acquired in house.

**Weight Loss:**

Information not available.

**Staffing:**

The facility has 1 RN 6am-6pm opening, 1 LVN 6am-6pm opening, 2 C.N.A. 6am-2pm openings, 11 C.N.A. 2pm-10pm openings, and 2 C.N.A. 10pm-6am openings.

Quality Indicators from CASPER Report for Dec 2018/Jan/Feb 2019				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	3.3%	9.8%	12.3%	
New/Worsened Pressure Ulcers (S)	0%	0.7%	0.7%	
New Psychoactive Med Use (S)	1.4%	2.2%	2.0%	
Fall w/Major Injury (L)	1.7%	3.7%	3.7%	
UTI (L)	0.8%	2.6%	3.0%	
Self-Reported Mod/Sev Pain (L)	0.0%	5.3%	6.8%	



The Woodlands  
 4650 S. Panther Creek Dr., Spring, Texas 77381  
 Site Visit: 3/22/2019

High risk with pressure ulcers (L)	6.6%	6.0%	6.0%	
Loss of Bowel/Bladder Control(L)	51.2%	50.7%	48.3%	
Catheter(L)	2.0%	2.5%	2.6%	
Physical restraint(L)	0%	.1%	.3%	
Increased ADL Assistance(L)	11.9%	18.3%	15.2%	
Excessive Weight Loss(L)	1.8%	4.2%	5.7%	
Depressive symptoms(L)	0.0%	2.8%	4.7%	
Antipsychotic medication (L)	13.7%	12.7%	14.7%	

QIPP Component 1 Quality Metric for Dec 2018/Jan/Feb 2019				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report				Information not available



The Woodlands  
 4650 S. Panther Creek Dr., Spring, Texas 77381  
 Site Visit: 3/22/2019

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	3.37%	3.00%	2.38%	Y	Data used from Q1
High Risk W/Pressure Ulcers	5.57%	4.10%	6.15%	N	
Physical restraints	.37%	0%	0%	Y	
Antipsychotic medication	15.25%	19.60%	14.86%	Y	

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	3.37%	3.00%	2.38%	Y	
High Risk W/Pressure Ulcers	5.57%	4.10%	6.15%	N	
Physical restraints	.37%	0%	0%	Y	
Antipsychotic medication	15.25%	19.60%	14.86%	Y	

Census	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Texas Average
ER Visits	234	211	233	217	223	240	184	201	
Conversion to Inpatient/observation	17	20	18	19	17	20	15	10	
<i>Percentage</i>	7%	9%	8%	9%	8%	8%	8%	5%	
Transferred out	22	16	13	20	18	16	11	12	
<i>Percentage</i>	9%	8%	6%	9%	8%	7%	6%	6%	
ER shifts covered by doctors	0%	40%	45%	65%	72%	55%	61%	71%	
Average Inpatient days per day	1.61	1.50	3.61	2.60	2.45	1.68	2.71	1.61	1.63
CTs	75	82	74	71	52	52	35	45	
Xrays	286	253	295	235	245	257	266	244	
Ultrasounds	41	34	39	30	32	18	33	28	
Encounters - Adult Clinic	653	614	789	606	602	673	644	618	
Encounters - Pediatric Clinic	323	331	425	276	284	334	346	320	
Behavioral Health patients	78	79	74	65	67	76	77	74	
Physical Therapy	5	6	7	6	10	9	3	4	

**Additional Items:**

- Tentative date for the grand opening of new DR system installed in our Radiology Department at the hospital is set for May 1st
- We have initiated an internal quality and customer service improvement process for both our ER and Inpatient hospital services including membership in HCAHPS (the Hospital Consumer Assessment of Healthcare Providers and Systems) for external customer satisfaction reviews.
- Plans have been drawn up for improving flow design, registration privacy & asthetic makeover of the ER department admissions area, which includes an ER waiting area for patients out of the hallway and moving the ER Provider/nurse's station up to the front of the ER department.
- Clinic hours are being re-organized and updated to improved patient flow and customer service.

# Exhibit “F”

March 5, 2019

To the Board of Directors and Management  
Winnie-Stowell Hospital District  
Winnie, Texas

We are pleased to confirm our understanding of the services we are to provide Winnie-Stowell Hospital District (the “District”) for the year ended December 31, 2018. We will audit the financial statements of Winnie-Stowell Hospital District, which comprise the statement(s) of net position as of December 31, 2018, the related statements of revenues, expenses, and changes in net position, and cash flows for the year then ended, and the related notes to the financial statements. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Winnie-Stowell Hospital District’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Winnie-Stowell Hospital District’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management’s Discussion and Analysis.

**Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District’s financial statements. Our report will be addressed to the Board of Directors and Management of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.



### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

The auditors' procedures do not include testing compliance with laws and regulations in any jurisdiction related to Medicare and Medicaid antifraud and abuse. It is the responsibility of management of the District, with the oversight of those charged with governance, to ensure that the District's operations are conducted in accordance with the provisions of laws and regulations, including compliance with the

provision of laws and regulations that determine the reported amounts and disclosures in the District's financial statements. Therefore, management's responsibilities for compliance with laws and regulations applicable to its operations, include, but are not limited to, those related to Medicare and Medicaid antifraud and abuse statutes.

### **Other Services**

We will also assist in preparing the financial statements of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit in April 2019 and to issue our reports no later than the August 2019 Board meeting. Tommy L. Davis, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Billings are rendered monthly so that you may readily relate our charges to the work performed. In addition to billed charges, billings will include travel, printing, postage, and other out-of-pocket costs. Each invoice is payable upon receipt. Past due invoices must be current before an audit report can be rendered due to possible independence conflicts. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based of anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. You may request that we perform additional services not addressed in the engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to Winnie-Stowell Hospital District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Durbin & Company, L.L.P.



Tommy L. Davis, CPA  
Partner

RESPONSE:

This letter correctly sets forth the understanding of Winnie-Stowell Hospital District.

Management signature: \_\_\_\_\_

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

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

Governance signature: \_\_\_\_\_

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

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



MEMORANDUM

To: Sherrie Norris, Administrator  
Winnie-Stowell Hospital District

From: Steven M. Thummel, CPA

Date: March 13, 2019

Subject: Audit Scheduling Memo

Please complete the questionnaire below in preparation for your audit. We look forward to working with you this year.

1. On what date will the December 31, 2018 books be closed out?  
\_\_\_\_\_

2. On what date will a final working trial balance be ready for us?  
\_\_\_\_\_

3. What are scheduled board meeting dates and times in July and August?  
\_\_\_\_\_

4. What is the preferred date and time of presentation of the financial statements?  
\_\_\_\_\_

5. How many copies of the audit report does the Board need with and without the management letter?

With \_\_\_\_\_ Without \_\_\_\_\_

**Please return this questionnaire via email [stevent@durbinco.com](mailto:stevent@durbinco.com) or fax as soon as possible.**

**Winnie-Stowell Hospital District**  
**12/31/18**

The following items are needed for the audit of the District's financial statements. *Please upload electronic copies to the portal as the items become available.* Please note the due dates. If you have difficulty meeting the due dates, please communicate this to us. If a requested item has not been updated or not applicable in the current fiscal year, please indicate “not updated” or “not applicable” in the date completed column. If you have any questions, please call our office. Thank you for your help and cooperation!

**ITEMS NEEDED PRIOR TO FIELDWORK**

**DATE SENT**

- |    |   |       |
|----|---|-------|
| 1  | An electronic copy of the year-end summary working trial balance by account number, description and final balances for each year end. | _____ |
| 2  | A final Balance Sheet and YTD Income Statement including comparisons to budgeted amounts.   | _____ |
| 3  | Electronic copy of the Detailed General Ledger.   | _____ |
| 4  | Electronic copy of the budget for the year under audit  | _____ |
| 5  | Current yeat listing of the Board of Director's with name, address, and occupation.   | _____ |
| 6  | Enabling Legislation  | _____ |
| 7  | Updated Organizational Chart  | _____ |
| 8  | Copy of Bylaws and/or new amendments  | _____ |
| 9  | Chart of accounts   | _____ |
| 10 | Copies of new professional service contracts.   | _____ |

- 11 Listing of related parties and correlating agreements \_\_\_\_\_
- 12 Copy of employee policy manual and amendments. \_\_\_\_\_
- 13 Copy of the current charity care agreement. \_\_\_\_\_
- 14 Complete and or update the **Accounting Systems tab**,  
**Internal Controls tab**, and **Accounting Controls tab**  
included in this workbook \_\_\_\_\_

***CASH AND CASH EQUIVALENTS***

- 15 Copies of bank signature cards, depository agreements,  
and pledged assets by the bank. \_\_\_\_\_
- 16 Copies of bank reconciliations and bank statements for  
all bank accounts (with a detailed listing of deposits in  
transit and outstanding checks) for the final month of  
the fiscal year and the first month of the new fiscal  
year. \_\_\_\_\_
- 17 Copy of investment policy, if updated \_\_\_\_\_
- 18 Check register for the fiscal year. \_\_\_\_\_
- 19 Signed bank confirmations (see note below) \_\_\_\_\_

\*\*\*Please complete the bank confirmation on the **Bank Confirmation tab** for each financial institution in which you hold funds and remit the signed copies to Durbin & Company to remit to the respective financial institution.

***ACCOUNTS RECEIVABLE AND OTHER RECEIVABLES***

- 20 A listing of accounts receivable of employees or board  
members, if any. \_\_\_\_\_
- 21 Support for sales tax receivable. \_\_\_\_\_

***PROPERTY, PLANT AND EQUIPMENT***

- 22 A listing of property, plant, and equipment additions and retirements sorted by general ledger account number including acquisition dates and useful lives. \_\_\_\_\_
- 23 Schedule of disposed property, plant, and equipment including the calculation of the gain (loss) including the amount of any cash proceeds. \_\_\_\_\_
- 24 Listing of all items included in construction in progress. \_\_\_\_\_

***ACCOUNTS PAYABLE***

- 25 An accounts payable listing by vendor, reconciled to the general ledger as of year end. \_\_\_\_\_

***LONG-TERM DEBT***

- 26 If the District has issued any new long-term debt, please send copies of the agreements. \_\_\_\_\_
- 27 If the District has entered into any new capital leases in the current year, please send copies of the financing documents. \_\_\_\_\_
- 28 Disclosure of any contingent liabilities, including commitments, litigation, and unsettled claims. \_\_\_\_\_
- 29 Schedule of operating leases and rental agreements with lease terms greater than one year showing rental expense for current fiscal year and the next five years. ( To include description, term, renewable, noncancellable) \_\_\_\_\_
- 30 Signed debt confirmations (see Debt Confirmations tab) \_\_\_\_\_

***OTHER MISCELLANEOUS INCOME***

- 31 Detail of amounts in miscellaneous income account(s) \_\_\_\_\_

**ITEMS NEEDED FOR THE FIRST DAY OF FIELDWORK OR AS SOON AS AVAILABLE**



- 32 Subsequent check register to date of fieldwork. \_\_\_\_\_
- 33 An accounts payable listing by vendor, as of the day of fieldwork. \_\_\_\_\_
- 34 Electronic copy of subsequent year budget  
Nursing Home Trial Balances, Reconciliations and \_\_\_\_\_
- 35 Accounts Receivable Aging Details \_\_\_\_\_
- 36 Copies of all TexNet tracesheets for FY 2018 \_\_\_\_\_



March 5, 2019

To the Board of Directors and Management  
Winnie-Stowell Hospital District  
Winnie, Texas

We are pleased to confirm our understanding of the services we are to provide Winnie-Stowell Hospital District (the "District") for the year ended December 31, 2018. We will audit the financial statements of Winnie-Stowell Hospital District, which comprise the statement(s) of net position as of December 31, 2018, the related statements of revenues, expenses, and changes in net position, and cash flows for the year then ended, and the related notes to the financial statements. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Winnie-Stowell Hospital District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Winnie-Stowell Hospital District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

**Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors and Management of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

The auditors' procedures do not include testing compliance with laws and regulations in any jurisdiction related to Medicare and Medicaid antifraud and abuse. It is the responsibility of management of the District, with the oversight of those charged with governance, to ensure that the District's operations are conducted in accordance with the provisions of laws and regulations, including compliance with the

provision of laws and regulations that determine the reported amounts and disclosures in the District's financial statements. Therefore, management's responsibilities for compliance with laws and regulations applicable to its operations, include, but are not limited to, those related to Medicare and Medicaid antifraud and abuse statutes.

#### **Other Services**

We will also assist in preparing the financial statements of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit in April 2019 and to issue our reports no later than the August 2019 Board meeting. Tommy L. Davis, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report production, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, not including out-of-pocket costs, will not exceed \$25,000. This fee is based of anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Billings are rendered monthly so that you may readily relate our charges to the work performed. In addition to billed charges, billings will include travel, printing, postage, and other out-of-pocket costs. Each invoice is payable upon receipt. Past due invoices must be current before an audit report can be rendered due to possible independence conflicts. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based of anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. You may request that we perform additional services not addressed in the engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to Winnie-Stowell Hospital District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,  
Durbin & Company, L.L.P.



Tommy L. Davis, CPA  
Partner

**Commented [HO11]:** Can we add this like we did last year? It will save us a month if we do it on the front end. They are not saying you are limited to \$25,000.00 but they are asking that you give them notice of extra expenses.

RESPONSE:

This letter correctly sets forth the understanding of Winnie-Stowell Hospital District.

Management signature: \_\_\_\_\_

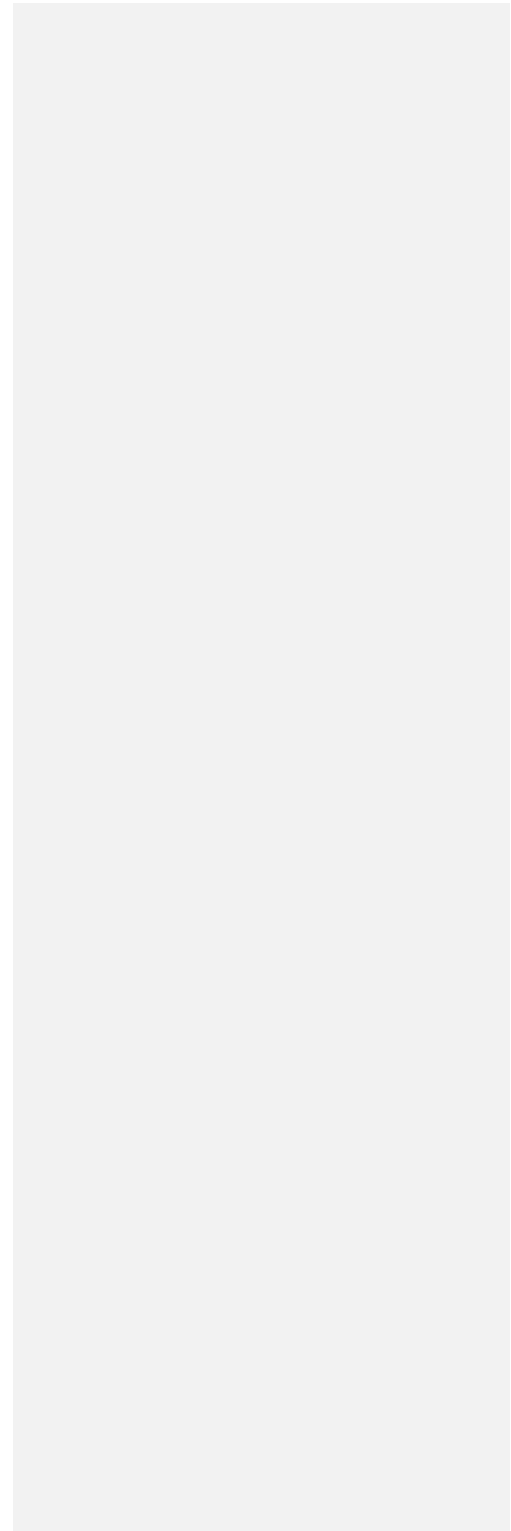
Title: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

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

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



# Exhibit “G”

**WINNIE STOWELL HOSPITAL DISTRICT  
REQUEST FOR QUALIFICATIONS FOR  
LICENSED PROFESSIONAL COUNSELOR TO PROVIDE  
YOUTH ADOLESCENT/YOUTH COUNSELING SERVICES  
(PRE-K THROUGH 12<sup>TH</sup> GRADE)**

**Receipt/Opening Date and Time:** April 5, 2019 at 5:00 PM

**Deadline for Questions:** April 1, 2019 at 5:00 PM

Please Note the Following Information:

No late responses will be accepted

No faxed or electronic responses will be accepted

Please submit original and four copies to:

Winnie Stowell Hospital District  
538 Broadway, Winnie, Texas 77665  
Contact for this RFQ:  
Sherrie Norris, Administrator  
409-296-1003 or Email at: [sherrie@wshd-tx.com](mailto:sherrie@wshd-tx.com)

**Submitter's Certification**

The undersigned, by his/her signature, represents that he/she is authorized to bind the submitter to fully comply with the terms and conditions of this Request for Qualifications, including all forms and attachments included and/or referenced herein, for the amount(s) shown on the accompanying proposal form(s).

**NOTE:** Submitter is strongly encouraged to read the entire Request for Qualifications prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.

Name: NEWPATH COUNSELING GROUP

Telephone #: 409-200-2220

Address: 156 S MAIN ST, STE 120


Fax #: 409-440-3344

City: LUMBERTON

Web Address: www.travelanewpath.com

State: TEXAS Zip: 77657

E-mail address: regina.tate@newpathgroup.net

  
(Signature of person authorized to sign RFQ)

Today's Date: 04/03/2019

Printed Name: REGINA TATE

Title: MANAGING PARTNER



# **NEWPATH COUNSELING GROUP PROPOSAL FOR SERVICES**

For Winnie Stowell Hospital District

## **OVERVIEW**

NewPath Counseling Group is pleased to submit this proposal for services to support the Winnie Stowell Hospital District in achieving its goals of providing mental health services to the youth and adolescent students of the East Chambers Independent School District. Our clinical team has extensive experience in treating and counseling with the various concerns that children, teens, and their families face during the young developmental stages of life. We are confident that our expertise and developed treatment programs will benefit the students in the district.

### **The Needs**

- ⇒ Need #1: provide professional counseling services to children that reside in the District
- ⇒ Need #2: be available to provide services after school and in the evenings for the students of the District
- ⇒ Need #3: establish effective operational procedures for verifying residency and documenting and reporting numbers, services, evaluations, and budget status on a monthly and annually basis.

### **The Goals**

- ⇒ Goal #1: Develop and establish solid short and long-term treatment options for students and their families through the use of evidence-based practices.
- ⇒ Goal #2: Develop and establish process and procedures for maintaining a consistent presence of counseling services for the East Chambers students.
- ⇒ Goal #3: Develop and establish a strategy for marketing and recruitment of referral sources for area students seeking counseling services.

### **The Solution**

- ⇒ Recommendation #1: Establish services with a group of professional counselors in an effort to mitigate lapse of services for students.
- ⇒ Recommendation #2: Establish services with a group of professional counselors in order to offer a variety of treatment options and collaborative care for students.
- ⇒ Recommendation #3: Establish services with a group of professional counselors who have a proven track record of excellent mental health care and expertise in child, adolescent, and family therapy.

## OUR EXPERIENCE

NewPath Counseling Group is an elite team of collaborative professional counselors. We strive for excellence in client care through compassion, authenticity, supportive relationships, and connection. Our current clinical team is made up of 13 master-level therapists, 2 master-level interns, and 1 student intern. Our years of clinical experience range from 2 years to more than 25 years in working with children, teens and adults.

NewPath has several clinicians that specialize in child and adolescent care. Our methods for treatment include, but not limited to, play therapy, art therapy, narrative therapy, cognitive-behavioral therapy, and reality therapy. We collaborate with parents, teachers, schools and doctors to provide a well-rounded and holistic approach to care for clients. Here is a list of our child therapist with their picture and professional bio for you to review.



### Lindsey Powell, LPC

Lindsey is a graduate of Lamar University with my BA in Family Studies and my M.Ed. in Counseling and Development. She began a social services career in 2008 implementing family-based prevention programs in local elementary schools. She has worked with the entire family system and to help parents, grandparents and other caregivers identify and build on strengths that are already present within the family. She has helped students feel more equipped to face the many challenges in today's world and worked with individuals as well as groups on multiple issues including anxiety, depression, self-worth, stress management and

anger.



### Sonya Peeples, LPC-S

Sonya completed her BS in Psychology and then her Master's degree in Counseling from Prairie View A&M University. Sonya is a Licensed Professional Counselor Supervisor with almost 20 years of counseling experience serving children, adolescents, adults and families in correctional facilities and in a private practice mental health setting. Specialties include serving clients with:

- Greif and Loss
- Trauma
- Stress & Anger
- Anxiety
- Depression
- Bipolar
- ADHD
- Chronic Mental Illness
- Spiritual Guidance

Sonya uses the following treatment modalities, Cognitive Behavioral Therapy, Solution Focused Therapy and Person-Centered Therapy. She continues to seek on going updates to her skills and knowledge base.





### **Emmie Moore, LPC**

Emmie earned an M.Ed. in Counseling Psychology from Boston College in 2002. Since that time, she has worked with diverse populations in a variety of settings including individual, group, and family therapy as well as a residential treatment facility for adolescents, an acute inpatient mental health unit for adults, and as a behavioral health advocate for chronically mentally ill.

As a Licensed Professional Counselor with over 16 years' experience, Emmie enjoys assisting clients to learn to live with trauma by using eclectic and solution-focused techniques.



### **Steven Murdock, LPC-S**

Steven began working in the mental health field in 1986. Since that time, he has received training and gained experience working with various age groups – young children adolescents, adults, senior citizens – covering a wide range of psychological, behavioral, and/or emotional issues. He has a strong passion for working with children with behavior issues and applies effective strategies for helping couples and families improve their relationships.



### **Lisa Lamey, LPC-S**

Lisa began working children and families in 1990, when She found passion in working with young children, many who were carrying emotional “baggage” . She became a school counselor in 2000, serving elementary and middle school students for 14 years. During this time, she received my credentials as a Licensed Professional Counselor. Her clinical specialties are childhood, tween, adolescent, and women’s issues. These include anger, anxiety, depression, grief/loss, life transitions, self-esteem, and stress.



Texas State Board of Examiners  
of Professional Counselors

certifies that the person identified below is a

Licensed Professional Counselor  
Lindsey D. Powell, M. Ed.

License Number 64637  
Control Number 343039

Expires 3/31/2020

*Lilynda Corby, MA, LPC-S*

\_\_\_\_\_  
Cardholder Signature

\_\_\_\_\_  
Presiding Officer

Display this card with your certificate



Texas State Board of Examiners  
of Professional Counselors

certifies that the person identified below is a

Licensed Professional Counselor  
Lindsey D. Powell, M. Ed.

License Number 64637  
Control Number 343039

Expires 3/31/2020

*Lilynda Corby, MA, LPC-S*

\_\_\_\_\_  
Cardholder Signature

\_\_\_\_\_  
Presiding Officer

Carry this card with you



Texas State Board of Examiners  
of Professional Counselors

DOES HEREBY CERTIFY THAT

Sonya Andrews Peoples, M.A.

meets the qualifications established in Texas Occupations Code, Chapter 503 to practice the profession of counseling and is authorized to employ the title

Licensed Professional Counselor

in the State of Texas, so long as this certificate is not revoked or suspended and is renewed according to applicable law and rules.



Texas State Board of Examiners  
of Professional Counselors

certifies that the person identified below is a

Licensed Professional Counselor - Supervisor

Sonya Andrews Peoples, M.A.

License Number 59050

Control Number 349409

Expires 7/31/2020

Sonya Andrews Peoples LPC-S  
Certificate Number

*Sonya Andrews Peoples*

*Judith D. Powell*

Judith Powell, Presiding Officer



**Texas State Board of Examiners  
of Professional Counselors**

DOES HEREBY CERTIFY THAT

**Kevin C. Moore, M.A.**

meets the qualifications established in Texas Occupations Code, Chapter 503 to practice the profession of  
counseling and is authorized to employ the title

**Licensed Professional Counselor**

in the State of Texas, so long as this certificate is not revoked or suspended and is renewed according to  
applicable law and rules.

License Number 63019

Effective 05/07/2007

INVALID WITHOUT CURRENT  
RENEWAL CARD

A handwritten signature in cursive script that reads "Judith D. Powell".

Judith Powell, Presiding Officer



Texas State Board of Examiners  
of Professional Counselors

certifies that the person identified below is a

Licensed Professional Counselor - Supervisor  
Steven Christiansen Murdock, M.S.

License Number 17881  
Control Number 348009

Expires 6/30/2020

*Steven C. Murdock, LPC-S*

Cardholder Signature

*Blayne Colby, MALPC-S*

Presiding Officer



Texas State Board of Examiners  
of Professional Counselors

certifies that the person identified below is a

Licensed Professional Counselor - Supervisor  
Steven Christiansen Murdock, M.S.

License Number 17881  
Control Number 348009

Expires 6/30/2020

*Steven C. Murdock, LPC-S*

Cardholder Signature

*Blayne Colby, MALPC-S*

Presiding Officer



Texas State Board of Examiners  
of Professional Counselors

DOES HEREBY CERTIFY THAT

Lisa Lamey, M.Ed.

meets the qualifications established in Texas Occupations Code, Chapter 503 to practice the profession of counseling and is authorized to employ the title

Licensed Professional Counselor

in the State of Texas, so long as this certificate is not revoked or suspended and is renewed according to applicable law and rules.



Texas State Board of Examiners  
of Professional Counselors

certifies that the person identified below is a

Licensed Professional Counselor - Supervisor

Lisa Lamey, M.Ed.

License Number 68907  
Control Number 356240

Expires 1/31/2021

*Lisa Lamey*  
Cardholder Signature

*Steve Christopherson, MS, LAC*  
Presiding Officer

Recognized for:

Board-Approved Supervisor

*Steve Christopherson, MS, LAC*

Steve Christopherson, Presiding Officer



## SCOPE OF SERVICES

- 1) Approach:
  - a. Counseling services will be provided on an “as needed” basis to students and their families based on treatment plans that are prepared after initial assessment appointments. Clients will meet with therapist on a regular and consistent basis depending on the needs assessed.
  - b. Services will be provided for children, teens, and families.
  - c. Billing will be processed on a weekly/monthly basis, depending on volume, via medical CMS-1500 forms along with company invoice, or as requested by hospital district.
- 2) Consulting approach:
  - a. Our therapists work in a collaborative manner with all of our clients at NewPath.
  - b. We will consult/collaborate with parents, teachers, and other professionals to establish the best possible treatments for each individual.
- 3) Plan for Implementation:
  - a. NewPath will obtain and use private office space within Chambers county to accommodate individual and group sessions for the students that are referred through the contract.
  - b. NewPath will network and collaborate with area referral sources, including schools, medical professionals, and community groups to build up client base within Chambers county to provide professional counseling services.
  - c. Special programming will be established, such as groups or curriculum based brief therapies, as the needs are assessed with the community.
- 4) Office hours:

NewPath facilities are generally operated between the hours of 9am – 6pm and some therapists offer Saturday appointments to accommodate students and working families.

## REFERENCES

Over the last 5 years as a group we have been involved with many contracts to service the communities in southeast Texas. Most of our contracts have been with government agencies in areas of substance abuse and cognitive behavioral groups. Some work was done specifically with children a few years ago when we had a local office in Woodville, Tyler county, Texas. Several of our therapists have individual contracts with area school districts and provide in-school counseling for students in that district.

⇒ Bless the Children Foundation – Tyler County Child Welfare Board  
Terry Allen  
PO Box 701  
Crockett, Texas 75835  
409-283-2503  
(Individual and groups for children)

⇒ Hardin County CSCD  
Kevin Cummings  
300 W Monroe  
Kountze, TX 77625  
409-246-5170  
(substance abuse for individuals and groups & educational groups)

⇒ Jasper County CSCD  
Chris Thomas  
121 North Austin, Room 301  
Jasper, TX 75951  
409-384-4618  
(substance abuse & SOTP for individuals and groups)

⇒ Federal Contract – Parole and Probation Division  
East District of Texas  
Wes Basham  
104 N. THIRD #110  
LUFKIN, TX 75901  
936-630-3125

## SUPPORTING MATERIALS

We have enclosed the following materials to demonstrate our commitment to our passion of helping others, community and making an impact in our world.

⇒ Our Mission and Vision statements

⇒ Our Core Values

⇒ Our marketing brochure

⇒ Information on play therapy



# WHO WE ARE

## OUR MISSION

...is to connect with every person in order to guide and empower them toward life balance and a healthy wellbeing along their journey.

## OUR VISION

...is to be a collaborative, passionate, and innovative team of therapists who help to solve life's challenges – in an environment that is completely client-focused...because every journey matters!



**NewPath**  
COUNSELING GROUP



# OUR CORE VALUES

## COMPASSION

We believe that showing love and kindness to others and ourselves is the guiding principle to our mission.

## RESPECT

We meet every person where they are.

## INTEGRITY

We believe that character matters and strive for honesty, trust, loyalty, and accountability in all that we do.

## AUTHENTICITY

We believe that all people are made of strength and struggle and choose to accept the whole and just be us.

## SUPPORTIVE RELATIONSHIPS

Isolation is limiting and robs us of opportunities, and we believe that connecting with others helps us to thrive.

## IMPACTFUL

The "butterfly effect" is real and powerful, and we believe that everything you do matters to our world!

## ADAPTABILITY

We respect that change is inevitable and we are determined to persevere and overcome any obstacles.

## CREATIVITY

We are innovators and think outside the box - because everyone is unique...no "cookie cutters" here.

## COURAGEOUS

We do not make decisions based on our fears, but are driven by our faith and hope.

## TEAM COLLABORATION

We believe that as a team we are stronger and we will win together and we will lose together.

## MEANINGFUL GROWTH

Through our connections, both spiritual and physical we fulfill our life's mission and purpose.





*This Way*



*Life  
challenges?*

*We've got  
solutions to  
life's journey  
covered!*

At NewPath, as a team, we believe in an innovative, collaborative, and client-centered approach to mental health therapy for children, tweens, teens, adults, elders, couples, and families.

We offer individual, couple, family, play, and group therapy & other professional counseling services.

### Office Locations


**LUMBERTON, Texas**  
(Administration Office)  
156 S Main St, #120  
Lumberton, TX 77657

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**BEAUMONT, Texas**  
3560 Delaware #402  
Beaumont, TX 77706

---

**VIDOR, Texas**  
COMING SOON!



...Because YOUR  
Journey Matters!



Appointments call: (409) 200-2220

FAX: (409) 440-2244

EMAIL: [info@newpathgroup.net](mailto:info@newpathgroup.net)

(409) 200-2220

[www.travelanewpath.com](http://www.travelanewpath.com)



# Working Together... is the NewPath Difference

## Our vision

...is to be a collaborative and innovative team of therapists who help to solve the challenges along life's journey - in an environment that is full of passion and care, that is completely client-focused...because every journey matters!

### RELATIONSHIPS

When a relationship works, it leads to an immensely fulfilling life. However, as many of us find out, it is not always like that. We may realize that the friendship is not what we expected.

#### CONCERNS INCLUDE:

- Communication issues
- Anger issues
- Dependency
- Co-dependency
- Jealousy
- Broken trust
- Painful pasts
- Cheating or adultery
- Parenting challenges
- Fear or uncertainty
- Sexual frustrations
- Blended families
- And, many more...

### INDIVIDUALS

When specific issues or mental health conditions begin to cause distress, and interfere with a person's normal activities, it may be time to seek therapy. A therapist can facilitate lifestyle changes, serve as a listening ear, or help identify underlying causes of symptoms.

#### CONCERNS INCLUDE:

- Addiction
- Anxiety
- Bipolar Disorder
- Codependency
- Depression
- Divorce
- Domestic Abuse
- Eating Disorders
- Grief
- LGBT Issues
- Obsessive-Compulsive
- Personality Disorders
- Self Esteem
- Sex Therapy
- Sexual Abuse
- Spirituality
- Suicidal Ideation
- Trauma and PTSD
- And, many more...



Our clients  
trust  
us to guide  
them down the  
best path  
possible for  
every  
stage in life

## Simply put

...you will not find another counseling group like NewPath in southeast Texas! Our team of honest, genuine, and caring therapists that use passion, enthusiasm, creativity, and many times, a sense of humor, are all here to help you along the way.

From our warm, home-like atmosphere, to the authentic greeting with a smile, to the relief you feel when you leave...NewPath is the real deal!

### CHILDREN

Play therapy is a developmentally appropriate medium that will allow for children to build on coping skills, explore relationships with others, increase self-esteem, problem solving and feelings identification.

#### CONCERNS INCLUDE:

- Emotions
- Divorce
- School
- Self-esteem
- Trauma
- And, many more...

### GROUPS & CLASSES Court-ordered Programs

- Anger /Domestic Violence
- SOTP (Jasper only)
- Parenting Skills
- Drug Treatment

### HYPNOTHERAPY

Dealing with a wide range of issues, such as chronic pain, stress, anxiety and depression, you can become responsive to new solutions that can lead to personal success through hypnotherapy.

## Play Therapy Makes a Difference

Share (<https://www.addthis.com/bookmark.php?v=250&pub=yourmembership>) |

This information addresses the most frequently asked questions about play therapy, a mental health modality practiced by thousands of licensed mental health professionals within and outside of the United States. Much of the information provided is descriptive and foundational to play therapy.

Glossary of Play Therapy Term ([https://a4pt.site-ym.com/resource/resmgr/Publications/Glossary\\_of\\_Play\\_Therapy\\_Ter.pdf](https://a4pt.site-ym.com/resource/resmgr/Publications/Glossary_of_Play_Therapy_Ter.pdf))s ([https://a4pt.site-ym.com/resource/resmgr/Publications/Glossary\\_of\\_Play\\_Therapy\\_Ter.pdf](https://a4pt.site-ym.com/resource/resmgr/Publications/Glossary_of_Play_Therapy_Ter.pdf)) (**[https://a4pt.site-ym.com/resource/resmgr/Publications/Glossary\\_of\\_Play\\_Therapy\\_Ter.pdf](https://a4pt.site-ym.com/resource/resmgr/Publications/Glossary_of_Play_Therapy_Ter.pdf)**), initiates the development of a play therapy specific glossary of terms (Schaefer & Peabody).

### Why Play?

In recent years a growing number of noted mental health professionals have observed that play is as important to human happiness and well-being as love and work (Schaefer, 1993). Some of the greatest thinkers of all time, including Aristotle and Plato, have reflected on why play is so fundamental in our lives. The following are some of the many benefits of play that have been described by play theorists.

Play is the child's language and ...

Play is a fun, enjoyable activity that elevates our spirits and brightens our outlook on life. It expands self-expression, self-knowledge, self-actualization and self-efficacy. Play relieves feelings of stress and boredom, connects us to people in a positive way, stimulates creative thinking and exploration, regulates our emotions, and boosts our ego (Landreth, 2002). In addition, play allows us to practice skills and roles needed for survival. Learning and development are best fostered through play (Russ, 2004).

### Why Play in Therapy?

Play therapy is a structured, theoretically based approach to therapy that builds on the normal communicative and learning processes of children (Carmichael, 2006; Landreth, 2002; O'Connor & Schaefer, 1983). The curative powers inherent in play are used in many ways. Therapists strategically utilize play therapy to help children express what is troubling them when they do not have the verbal language to express their thoughts and feelings (Gil, 1991). In play therapy, toys are like the child's words and play is the child's language (Landreth, 2002). Through play, therapists may help children learn more adaptive behaviors when there are emotional or social skills deficits (Pedro-Carroll & Reddy, 2005). The positive relationship that develops between therapist and child during play therapy sessions can provide a corrective emotional experience necessary for healing (Moustakas, 1997). Play therapy may also be used to promote cognitive development and provide insight about and resolution of inner conflicts or dysfunctional thinking in the child (O'Connor & Schaefer, 1983; Reddy, Files-Hall, & Schaefer, 2005).

### What Is Play Therapy?

... toys are the child's words!

Initially developed in the turn of the 20th century, today play therapy refers to a large number of treatment methods, all applying the therapeutic benefits of play. Play therapy differs from regular play in that the therapist helps children to address and resolve their own problems. Play therapy builds on the natural way that children learn about themselves and their relationships in the world around them (Axline, 1947; Carmichael, 2006; Landreth, 2002). Through play therapy, children learn to communicate with others, express feelings, modify



behavior, develop problem-solving skills, and learn a variety of ways of relating to others. Play provides a safe psychological distance from their problems and allows expression of thoughts and feelings appropriate to their development.

APT defines play therapy as "the systematic use of a theoretical model to establish an interpersonal process wherein trained play therapists use the therapeutic powers of play to help clients prevent or resolve psychosocial difficulties and achieve optimal growth and development."

## How Does Play Therapy Work?

Children are referred for play therapy to resolve their problems (Carmichael; 2006; Schaefer, 1993). Often, children have used up their own problem solving tools, and they misbehave, may act out at home, with friends, and at school (Landreth, 2002). Play therapy allows trained mental health practitioners who specialize in play therapy, to assess and understand children's play. Further, play therapy is utilized to help children cope with difficult emotions and find solutions to problems (Moustakas, 1997; Reddy, Files-Hall, & Schaefer, 2005). By confronting problems in the clinical Play Therapy setting, children find healthier solutions. Play therapy allows children to change the way they think about, feel toward, and resolve their concerns (Kaugars & Russ, 2001). Even the most troubling problems can be confronted in play therapy and lasting resolutions can be discovered, rehearsed, mastered and adapted into lifelong strategies (Russ, 2004).

## Who Benefits from Play Therapy?

Although everyone benefits, play therapy is especially appropriate for children ages 3 through 12 years old (Carmichael, 2006; Gil, 1991; Landreth, 2002; Schaefer, 1993). Teenagers and adults have also benefited from play techniques and recreational processes. To that end, use of play therapy with adults within mental health, agency, and other healthcare contexts is increasing (Pedro-Carroll & Reddy, 2005; Schaefer, 2003). In recent years, play therapy interventions have also been applied to infants and toddlers (Schaefer et. al., 2008).

## How Will Play Therapy Benefit A Child?

Play therapy is implemented as a treatment of choice in mental health, school, agency, developmental, hospital, residential, and recreational settings, with clients of all ages (Carmichael, 2006; Reddy, Files-Hall, & Schaefer, 2005).

Play therapy treatment plans have been utilized as the primary intervention or as an adjunctive therapy for multiple Social, Emotional, and Behavioral Disorders (<https://a4pt.site-ym.com/page/SocialEmotionalBehav>) (Bratton, Ray, Rhine, & Jones, 2005; LeBlanc & Ritchie, 2001; Lin & Bratton, 2015; Ray, Armstrong, Balkin, & Jayne, 2015; Reddy, Files-Hall, & Schaefer, 2005), e.g. anxiety disorders, obsessive-compulsive disorders, depression, attention deficit hyperactivity, autism spectrum, oppositional defiant and conduct disorders, anger management, crisis and trauma, grief and loss, divorce and family dissolution, academic and social developmental, and physical and learning disabilities.

Research supports the effectiveness of play therapy with children experiencing a wide variety of social, emotional, behavioral, and learning problems, including: children whose problems are related to life stressors, such as divorce, death, relocation, hospitalization, chronic illness, assimilate stressful experiences, physical and sexual abuse, domestic violence, and natural disasters (Bratton, Ray, Rhine, & Jones, 2005; LeBlanc & Ritchie, 2001; Lin & Bratton, 2015; Ray, Armstrong, Balkin, & Jayne, 2015; Reddy, Files-Hall, & Schaefer, 2005). Play therapy helps children:

- Become more responsible for behaviors and develop more successful strategies.
- Develop new and creative solutions to problems.
- Develop respect and acceptance of self and others.
- Learn to experience and express emotion.
- Cultivate empathy and respect for thoughts and feelings of others.
- Learn new social skills and relational skills with family.
- Develop self-efficacy and thus a better assuredness about their abilities.

Meta-analytic reviews of over 100 play therapy outcome studies (Bratton, Ray, Rhine, & Jones, 2005; LeBlanc & Ritchie, 2001; Lin & Bratton, 2015; Ray, Armstrong, Balkin, & Jayne, 2015). have found that the over-all treatment effect of play therapy ranges from moderate to high positive effects. Play therapy has proven equally

effective across age, gender, and presenting problem. Additionally, positive treatment effects were found to be greatest when there was a parent actively involved in the child's treatment.

## How Long Does Play Therapy Take?

Each play therapy session varies in length but usually last about 30 to 50 minutes. Sessions are usually held weekly. Research suggests that it takes an average of 20 play therapy sessions to resolve the problems of the typical child referred for treatment. Of course, some children may improve much faster while more serious or ongoing problems may take longer to resolve (Carmichael, 2006; Landreth, 2002).

## How May My Family Be Involved in Play Therapy?

Families play an important role in children's healing processes. The interaction between children's problems and their families is always complex. Sometimes children develop problems as a way of signaling that there is something wrong in the family. Other times the entire family becomes distressed because the child's problems are so disruptive. In all cases, children and families heal faster when they work together.

The play therapist will make some decisions about how and when to involve some or all members of the family in the play therapy. At a minimum, the therapist will want to communicate regularly with the child's caretakers to develop a plan for resolving problems as they are identified and to monitor the progress of the treatment. Other options might include involving a) the parents or caretakers directly in the treatment by modifying how they interact with the child at home and b) the whole family in family play therapy (Guerney, 2000). Whatever the level of involvement of the family members, they typically play an important role in the child's healing (Carey & Schaefer, 1994; Gil & Drewes, 2004).

## Who Practices Play Therapy?

The practice of play therapy requires extensive specialized education, training, and experience. A play therapist is a licensed mental health professional who has earned a Master's or Doctorate degree in a mental health field with considerable general clinical experience and supervision.

With advanced, specialized training, experience, and supervision, mental health professionals may also earn the Registered Play Therapist (RPT), Registered Play Therapist-Supervisor (RPT-S) or School Based-Registered Play Therapist (SB-RPT) credentials<sup>1</sup> conferred by the Association for Play Therapy (APT).

- View the Research References (<https://a4pt.site-ym.com/?ResearchReferences>)

## Authors

The information displayed for the general public and mental health professionals in this section was initially crafted by JP Lilly, LCSW, RPT-S, Kevin O'Connor, PhD, RPT-S, and Teri Krull, LCSW, RPT-S and later revised in part by Charles Schaefer, PhD, RPT-S, Garry Landreth, EdD, LPC, RPT-S, and Dale-Elizabeth Pehrsson, EdD, LPC, RPT-S. Linked mental health conditions and concerns and behavioral disorders were drafted by Pehrsson and Karla Carmichael, PhD, LPC, RPT-S respectively. Research citations were compiled by Pehrsson and Oregon State University graduate assistant Mary Aguilera. Updated mental health classifications and reorganization were provided by Edward Franc Hudspeth, PhD, NCC, LPC-S, ACS, RPh, RPT-S. APT sincerely thanks these individuals for their contributions!

**From:** [Regina Tate](#)  
**To:** [Hubert Oxford IV](#)  
**Subject:** Re: WSHD LPC Agreement  
**Date:** Tuesday, April 16, 2019 4:43:14 PM

---

Hubert,

Thanks for this information. We are excited to learn more about how we can service the students in Chambers county!

As per our conversation I want to share some answers to questions and our plans for your program:

1. Clients will be seen by the same therapist consistently once they begin treatment.
2. NewPath has a therapist that is available more during the day before 5pm and two additional therapist that only see clients after 4pm. They will coordinate schedules to service the clients.
3. NewPath will want to grow to have a full counseling office in Chambers county at some point but will start off with what is offered by the hospital district.
4. Vicki Melancon is not currently contracted with NewPath. We sent bios of the therapist that could potentially work with clients in Chambers county in our proposal.
5. We would welcome marketing budget funds with advertising within the county through Google ads and social media ads – we have staff that take care of marketing.
6. We have discussed with Riceland about using additional office space at the hospital in the future as the program and needs of the county increase.
7. Mental health is our main focus and we work hard to build programming in underserved areas. We have a track record of doing this well and with expertise.

Please let us know if you have additional questions.

Thank you,

-- Regina Tate, LPC

---

**From:** Hubert Oxford IV <hoxfordiv@benoxford.com>  
**Date:** Tuesday, April 16, 2019 at 3:40 PM  
**To:** Regina Tate <regina.tate@newpathgroup.net>  
**Subject:** WSHD LPC Agreement

Regina,

It was nice talking to you. See the attached agreement for LPC services. Also, will you send me an e-mail outlining some of our discussion so that I can present it to the Board tomorrow evening. We have a meeting at 4:00 p.m.

Hubert Oxford, IV  
Benckenstein & Oxford, L.L.P.  
3535 Calder Avenue, Suite 300

Beaumont, Texas 77706  
(409) 951-4721 Direct  
(409) 351-0000 Cell  
(409) 833-8819 Fax

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**WINNIE STOWELL HOSPITAL DISTRICT  
REQUEST FOR QUALIFICATIONS FOR  
LICENSED PROFESSIONAL COUNSELOR TO PROVIDE  
YOUTH ADOLESCENT/YOUTH COUNSELING SERVICES  
(PRE-K THROUGH 12<sup>TH</sup> GRADE)**

**Receipt/Opening Date and Time:**

April 5, 2019 at 5:00 PM

**Deadline for Questions:**

April 1, 2019 at 5:00 PM

Please Note the Following Information:

No late responses will be accepted

No faxed or electronic responses will be accepted

Please submit original and four copies to:

Winnie Stowell Hospital District

538 Broadway, Winnie, Texas 77665

Contact for this RFQ:

Sherrie Norris, Administrator

409-296-1003 or Email at: [sherrie@wshd-tx.com](mailto:sherrie@wshd-tx.com)

**Submitter's Certification**

The undersigned, by his/her signature, represents that he/she is authorized to bind the submitter to fully comply with the terms and conditions of this Request for Qualifications, including all forms and attachments included and/or referenced herein, for the amount(s) shown on the accompanying proposal form(s).

**NOTE:** Submitter is strongly encouraged to read the entire Request for Qualifications prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.

Name: Alice Nelson

Telephone #: 409-351-0312

Address: 2555 95<sup>th</sup> St. Apt. 318

Fax #: 409-296-8603

City: Port Arthur

Web Address: anelson@Rielandheathcare.com

State: Tx Zip: 77640

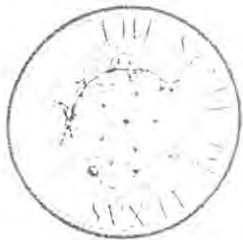
E-mail address: aan57@yahoo.com

Alice Nelson  
(Signature of person authorized to sign RFQ)

Today's Date: 3-25-19

Printed Name: Alice Nelson

Title: Licensed Professional  
Counselor - Interned



Texas State Board of Examiners  
of Professional Counselors

DOES HEREBY CERTIFY THAT

*Alice A. Nelson, Ph.D.*

meets the qualifications established in Texas Occupations Code, Chapter 503 to practice the profession of  
counseling under supervision and is authorized to employ the title

*Licensed Professional Counselor Intern*

in the State of Texas, so long as this certificate is not revoked or suspended.

License Number 73322

Effective 12/09/2014

INVALID WITHOUT CURRENT  
RENEWAL CARD

*Glynda Corley, M.A. LNC-S*

Glynda Corley, Presiding Officer



**Teacher's Copy**

- (a) No school district, board of education, superintendent, assistant superintendent, principal, or other administrator benefiting by the funds provided for in this code shall directly or indirectly require or coerce any teacher to join any group, club, committee, organization, or association.
- (b) It shall be the responsibility of the State Board of Education to enforce the provisions of this section.
- (c) It shall be the responsibility of the State Board of Education to notify every superintendent of schools in every school district of the state of the provisions of this section.
- (d) No school district, board of education, superintendent, assistant superintendent, principal, or other administrator shall directly or indirectly coerce any teacher to refrain from participating in political affairs in his community, state or nation.

**IMMEDIATE ATTENTION REQUESTED**



FOR OFFICE USE ONLY  
6023 GOVERNOR'S OFFICE  
FALLS CHURCH, TEXAS 77044

06/25/15 7:00:57

Please read all of the material printed on this form, front and back. Check all entries below for accuracy. Notify this office of any errors by returning this form with a description of the errors.  
(Fold on dashed line for display.)

**TEXAS TEACHER CERTIFICATE**

This certifies that

Certificate Number  
90301507047

ALLIE ANN NELSON

Date Processed  
06/25/15

has fulfilled the requirements of state law and the regulations of the State Board of Education and is hereby authorized to perform duties as designated below:

Issue Date      Expiration Date      Description of Certificate(s)

Issue Date	Expiration Date	Description of Certificate(s)
12/16/14	EAR	PROVISIONAL EARLY CAREER TEACHER
12/16/14	EAR	PROVISIONAL EARLY CAREER TEACHER
12/16/14	EAR	PROVISIONAL EARLY CAREER TEACHER

**6302 Professional Assurances**

All professional personnel of the public schools shall be assured of their rights and responsibilities to function in accordance with law. These rights are supported by:

- (b) Coercion to join or to be restrained from membership or participation

Boards of education, superintendents, principals, or other administrators shall not, directly or indirectly, require or coerce any professional educator to join any group, club, committee, organization or association; nor restrain any teacher from participating in political affairs in the community, state, or nation.

**ADMINISTRATIVE PROCEDURE FOR THE POLICY OF THE TEXAS STATE BOARD OF EDUCATION**

**6302 Professional Assurances**

Any board of trustees or professional educator charged with violation of professional assurances, policies, or laws has hearing and appeal privileges as provided in Hearings and Appeals, Policy Series 7100.

The Commissioner of Education reviews any proven violation of Section 21.904 of the Texas Education Code and exercises his authority to cancel the certificate of any person failing to administer the schools in accordance with the laws of the state.

*Allie Ann Nelson*  
Commissioner of Education



Alice A. Nelson  
2555 95<sup>th</sup> Street Apt. 318  
Port Arthur, TX 77640

Phone: (409) 351 0312

Email: aan57@yahoo.com

March 29, 2019

To Whom It May Concern:

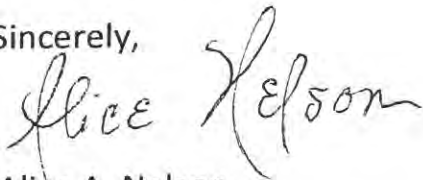
It was with great interest that I read your recent posting for a Licensed Professional Counselor Intern. After reviewing the qualifications for this position, I believe my employment with you would be mutually beneficial to the duties you seek and my internship needs. I have confidence that my work experience in the adult and juvenile prison system as well as my years in public school would make me an ideal candidate for this position.

In addition, I offer outstanding organizational and speaking skills, motivation to excel, maturity, and I have a caring, empathetic personality and a desire to aide those with personal challenges in a compassionate manner. It is my belief that my qualifications are an ideal match for this employment opportunity, and I am confident I would make a valuable contribution to your counseling needs.

Attached is my resume. After review, I would hope that you would agree that the combination of the life experiences afforded me, my educational career, and my credentials, would make me an asset to your company. I would welcome a personal interview to discuss specific needs and objectives. I look forward to hearing from you.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Alice Nelson". The signature is written in a cursive, flowing style.

Alice A. Nelson

Licensed Professional Counselor -Intern

# Alice Nelson M. Ed

2555 95<sup>th</sup> Street Apt. 318

Port Athur., Texas 77640

(409) 351-0312

aan57@yahoo.com

## **OBJECTIVE**

To provide guidance to individuals undergoing difficult or transitional periods in their lives so they might begin an effective process of growth and change.

## **EDUCATION**

Lamar University 2008

M.Ed., Counseling & Development

Lamar University 1989

M. Ed., Secondary Education/Supervision

Lamar University 1979

Bachelor of Science – Secondary Education

## **EXPERIENCE**

2016 to present Licenced Professional Counselor – Intern – Riceland Behavioral Health

2015 to 2019 Director of Testing - Lamar State College Port Arthur

1989 to 2015 Reading/Writing Adjunct Instructor – Lamar State College Port Arthur

1980 to 2010 Secondary English Teacher – Bridge City. Port Arthur and Beaumont ISDs

## **ADDITIONAL TRAINING and EXPERIENCE**

Passed the National Counselor Exam

Completed practicum in counseling at the Mimi Rogers Juvenile Justice Center

Worked on counseling team final year of teaching in the public school system

Served as English Department Director

Taught inmates at the maximum security Stiles Prison

Sponsored UIL literary events, student government, and National Honor Society

Taught Individual Humanities program

Served as a mentor to beginning teachers

Leadership role in SUCCESS program working with disadvantaged teenagers

## **CAREER ACHIEVEMENTS**

Received the 2002 Outstanding Teacher of the Year Award

Received the 2004 Outstanding Teacher for Exemplary and Dedicated Classroom Achievement

Received the 2008 Good Apple Teacher Award

Coached Future Problem Solving Teams to 4<sup>th</sup> and 5<sup>th</sup> places at State tournament in 2004 & 2007

**Alice Nelson**  
**Scope of Services**

As an intern, I have not begun a billing procedure.

My approach to counseling procedures is a mixture of theories. Since each client is unique one approach may not fit a different client. I tend to use humanistic approach most often. This theory focuses on the present and helps the client reach his/her highest potential. Instead of focusing on past or present behaviors, this theory approach supports the goodness of all people and emphasizes self-growth. It is a client-centered therapy which focuses on the belief that clients control their own destinies. This approach emphasizes genuine care and empathy.

Cognitive theory is another approach that I have found successful. This counseling theory focuses on how peoples' thinking can change feelings and behaviors. It focuses on changing the distorted thoughts the client has of him/herself.

I also, use holistic/integrative therapy which integrates various elements of different theories. It might combine talk therapy, guided imagery, and cognitive behavioral therapy.

Working with clients after school and in the evenings would not be a problem for me, since I live alone and have no time restraints. My job at Riceland Behavioral Unit would not interfere with the East Chamber initiative. I can work around my schedule here.

## Reference Information

1.) Christie Beough MS, LPC

4347 Phelan Blvd – Suite 104

Beaumont, TX 77707

(409) 926-1684

[christiebeaugh@yahoo.com](mailto:christiebeaugh@yahoo.com)

2.) Nick Lampson

Vice President of Marketing Riceland Corporation

851 Frontage Road – Suite 111

Beaumont, TX 77707

(713) 825- 6783

[nlampson@ricelandhealthcare.com](mailto:nlampson@ricelandhealthcare.com)

3.) April Monroe, LCSW

Program Manager at Riceland Behavioral Unit

538 Broadway

Winnie, TX 77665

(409) 504-7063

[amonroe@gmail.com](mailto:amonroe@gmail.com)

**WINNIE STOWELL HOSPITAL DISTRICT  
REQUEST FOR QUALIFICATIONS FOR  
LICENSED PROFESSIONAL COUNSELOR TO PROVIDE  
YOUTH ADOLESCENT/YOUTH COUNSELING SERVICES  
(PRE-K THROUGH 12<sup>TH</sup> GRADE)**

**Receipt/Opening Date and Time:**

April 5, 2019 at 5:00 PM

**Deadline for Questions:**

April 1, 2019 at 5:00 PM

Please Note the Following Information:

No late responses will be accepted

No faxed or electronic responses will be accepted

Please submit original and four copies to:

Winnie Stowell Hospital District

538 Broadway, Winnie, Texas 77665

Contact for this RFQ:

Sherrie Norris, Administrator

409-296-1003 or Email at: [sherrie@wshd-tx.com](mailto:sherrie@wshd-tx.com)

**Submitter's Certification**

The undersigned, by his/her signature, represents that he/she is authorized to bind the submitter to fully comply with the terms and conditions of this Request for Qualifications, including all forms and attachments included and/or referenced herein, for the amount(s) shown on the accompanying proposal form(s).

**NOTE:** Submitter is strongly encouraged to read the entire Request for Qualifications prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.

Name: Melinda Johnson

Telephone #: 409 550-1969

Address: 6535 Daisy

Fax #: \_\_\_\_\_

City: Lumberton

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

State: Tx Zip: 77657

E-mail address: melinda-johnson@live.com

Melinda Johnson  
(Signature of person authorized to sign RFQ)

Today's Date: 3/20/2019

Printed Name Melinda Johnson

Title: LPC-Intern



**REQUEST FOR QUALIFICATIONS FOR  
LICENSED PROFESSIONAL COUNSELOR TO PROVIDE YOUTH  
ADOLESCENT/YOUTH COUNSELING SERVICES  
(PRE-K THROUGH 12<sup>TH</sup> GRADE)**

The Winnie Stowell Hospital District (“District”) is requesting qualifications of licensed professional counselor (“LPC”) or licensed professional counselor-intern (“LPC-1”), to provide professional counseling services to any child qualified to attend school within the East Chambers Independent School District (i.e., Pre-k through 12<sup>th</sup> grade) in the areas of counseling, therapy, and rehabilitation. This Request for Qualification (“RFQ”) document describes the services required by the District, the information that must be included in submissions, the format for submissions, and evaluation criteria.

Our objective is to retain a licensed professional counselor to provide youth counseling to any qualified child on an on an annual basis. The LPC or LPC-I chosen by the District will be required to enter into an agreement with the District for one year with the option to renew annually if all parties agree. The Agreement for Healthcare Providers-Youth Counseling will be provided upon request.

Proposers are reminded that verbal responses are not binding - only questions answered in writing will be binding. The District must receive requests for clarifications in writing no later than April 1, 2019 at 5:00 p.m. Please e-mail your questions to Sherrie Norris at [sherrie@wshd-tx.com](mailto:sherrie@wshd-tx.com).

**GENERAL INFORMATION**

The District is in need of a LPC or a LPC-I to provide youth counseling to any child qualified to attend school within the East Chambers Independent School District (i.e., Pre-k through 12<sup>th</sup> grade). We are looking for one person, or firm, that can fulfill the following needs.



I. **Scope of Services.**

The District requires extensive professional skills that provide the following:

- Provide professional counseling services to any child that resides in the District as set forth in the District's Indigent Healthcare Policy & Procedure Statement and who qualifies to attend school within East Chambers Independent School District (i.e., Pre-k through 12<sup>th</sup> grade).
- Comply with terms of the Agreement for Healthcare Providers-Youth Counseling.
- Perform such services, in strict accordance with currently approved and accepted methods and practices of a LPC or LPC-I.
- Perform services after school and in the evenings as well as respond to emergency calls, if necessary.
- Provide services in a professional, timely and competent manner, and to comply with all applicable procedures, policies, and requirements of District, including, but not limited to establishing a process to document clients and to verify residency requirements of the children receiving services.
- Provide HIPPA compliant monthly and annual reports of the number of patients that received services; amount of time spent with each patient; program evaluation; and budget status.

II. **Qualifications.**

The Submitter(s) must submit documentation for all certifications, licenses, or degrees and have experience working with adolescent children

III. **Evaluation Criteria.**

In choosing an LPC or LPC-I, the District will consider education, reputation, experience, qualifications, value, availability, and how well the Submitter meets any other needs of the District.

The District reserves the right to accept or reject any and all qualifications, to waive any technicalities, to be the sole judge of quality and equality, and to accept the qualifications of the Submitter(s) that are in the best interest of the District.

The District may elect to interview some of the Submitter(s) and will notify the Submitter(s) of scheduling. There is to be no contact regarding the Request for Qualification or position by a Submitter(s) with members of the District's Board or staff prior to an interview. The qualifications of any Submitter(s) that contacts the Board shall be rejected.

IV. **Format for Submissions.**

One (1) original and four (1) copies of submissions must be provided in a sealed envelope and manually signed in ink by a person having the authority to submit information and qualifications.

Initial submissions must be received by the Winnie Stowell Hospital District, 538 Broadway, Winnie, Texas 77665, by April 5, 2019 no later than 5:00 PM. Central Standard Time when there will be no public opening or review of submissions.

Submitter(s) should feel free to make suggestions for changes in any area contained in these specifications. The District will evaluate such recommendations as possible amendments to the final contract and suggestions in this area are encouraged.

Submissions shall be divided into tabbed, marked sections including but not limited to each of the following. Provide any supplemental information you consider relevant or beneficial in any category.

A. **Experience.**

In Section I, provide a letter of introduction of yourself and include a brief description of your experience, degrees and certifications, your business processes, and any other information that you wish to be considered.

B. **Scope of Services.**

Include a detailed explanation of services offered and your billing procedure. We are not asking for your fees at this time. Describe your: 1) approach to providing the required services, 2) your overall consulting approach; 3) plan for implementation; and 4) ability to work with the clients after school and in the evenings. Also describe any additional services you wish to offer.

C. **References.**

Submissions shall include a list of at least three (3) references for which similar services or projects have been performed. Include name of firm, contact person, address, telephone number. Be sure to provide only the most current contact information. In addition, list all governmental entities for which you have worked.

D. **Supporting Materials.**

Submissions may include any descriptive literature or other supporting materials to enable an intelligent comparison of services.

# Texas Educator Certificate

This certifies that

## Melinda Steward Johnson

has fulfilled requirements of state law and regulations of the  
State Board for Educator Certification  
and is hereby authorized to perform duties as designated below:

### STANDARD

Description	Effective Date	Expiration Date	Status
<b>Classroom Teacher</b> Generalist Grades (EC-4)	08/17/2014	04/30/2020	<a href="#">Valid</a>
<b>School Counselor</b> School Counselor Grades (EC-12)	12/06/2015	04/30/2020	<a href="#">Valid</a>

### PROVISIONAL

Description	Effective Date	Expiration Date	Status
Vocational Home Economics Grades (6-12)	05/11/1984	Life	<a href="#">Valid</a>

### STANDARD

Description	Effective Date	Expiration Date	Status
<b>Classroom Teacher</b> Generalist Grades (EC-4)	04/19/2008	04/30/2013	<a href="#">Expired</a>

Official Record of Certification  
Wednesday, March 20, 2019

New Search

Close Window



**License Number: 79401**      **Current Date: 03/20/2019 09:43 AM**  
**Name:**      **JOHNSON, MELINDA STEWARD**  
**License Type:**      **Licensed Professional Counselor Intern**  
**License Status:**      **Current, Active**  
**Expiry Date:**      **04/11/2023**  
**Effective Rank Date:**      **04/12/2018**

**Addresses**

<b>Mailing Address</b>	Address	LUMBERTON , TX HARDIN 77657 US
<b>Work Address</b>	Address	RICELAND HEALTHCARE SUPERVISOR DESIREE RICE APPROVED AS OF 06/11/2018
<b>Work Address</b>	Address	CYPRESS LAKE LODGE SUPERVISOR: DESIREE RICE AS OF 4/12/2018 ENDED 6/11/18
<b>Main Address</b>	Address	LUMBERTON , TX HARDIN 77657 US

**LPC Supervisor**

**Licensee's Role:**      **Professional Counselor Intern**  
**Related Party Role:**      **Professional Counselor Supervisor**

<b>Related Party Name</b>	<b>License</b>	<b>Address</b>
<b>RICE, DESIREE COOLEY</b>	<b>Licensed Professional Counselor #63396</b> <b>Status:</b> <b>Current</b> <b>Expiration Date:</b> <b>10/31/2020</b>	<b>BEAUMONT , TX</b> <b>JEFFERSON</b> <b>77713</b> <b>US</b>

## Experience

My name is Melinda Johnson. I am a Licensed Professional Counselor-Intern. I am a certified School Counselor and a certified EC-4 teacher and a certified Family and Consumer Science 6-12. I taught Family and Consumer Science for 8 years at West Brook High School. I substituted for all levels of school. I am currently a therapist at Riceland Behavioral Health Program in Winnie, Texas. I have been with Riceland since April 2018. I do groups and individual counseling for approximately 25 patients. This entails doing 12 groups a week plus 3 individual counseling sessions a week and the documentation for the above.

## Scope of Service

The services that are offered is counseling services for children and adolescents. In the approach will be based on the patients, I personally like the person centered approach and cognitive behavioral therapy. The therapy will depend on what is best for the patient. Since I am already in Winnie I will not have a problem being at the location.

## Reference

Riceland Behavioral Health Program, April Monroe 538 Broadway Ave., Winnie, Texas 77665 (409)296-6000

Riceland Behavioral Health Program, Saad Javed 538 Broadway Ave., Winnie, Texas 77665 (409)296-6000

Desiree Rice, M.Ed. LPS-S LCDC, 3560 Delaware Suite 1205, Beaumont, Texas 77706 (409) 338-9003

Melinda Johnson

6535 Daisy

Lumberton, Texas 77657

(409)550-1969

melinda\_johnson@live.com



**From:** [Hubert Oxford IV](#)  
**To:** "[Campbell, Scott](#)"  
**Subject:** RE: WSHD Public Hearing & Regular Meeting Agenda Posted for 5:30 pm, Wed, Apr 17 on Website  
**Date:** Monday, April 15, 2019 8:40:00 AM

---

I have circulated this to the Board and included this e-mail in the Board packet to make sure it is discussed.

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

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**From:** Campbell, Scott <[scott@eastchambers.net](mailto:scott@eastchambers.net)>  
**Sent:** Friday, April 12, 2019 4:44 PM  
**To:** Hubert Oxford IV <[hoxfordiv@benoxford.com](mailto:hoxfordiv@benoxford.com)>  
**Subject:** Re: WSHD Public Hearing & Regular Meeting Agenda Posted for 5:30 pm, Wed, Apr 17 on Website

It is possible that we might could do some on site off site flexible hours approach that provide a good crossover between home and school. Just brainstorming about it...

On Fri, Apr 12, 2019 at 1:11 PM Hubert Oxford IV <[hoxfordiv@benoxford.com](mailto:hoxfordiv@benoxford.com)> wrote:

Scott,

We will be sure to pass this along on Wednesday. By way of background, the reason we got into this LPC child therapist arena is because some residents who do a youth program at the Catholic church came to us and said the youth in the area needed someone to talk in an environment away from school or, in some cases, the home. At the time, the thought was that the children would be more likely to see a counselor if they were able to do it privately (i.e., where their friends would not know what they were doing).

Sincerely,

Hubert Oxford, IV  
Benckenstein & Oxford, L.L.P.

[3535 Calder Avenue, Suite 300](#)

[Beaumont, Texas 77706](#)

(409) 951-4721 Direct

(409) 351-0000 Cell

(409) 833-8819 Fax

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**From:** Campbell, Scott <[scott@eastchambers.net](mailto:scott@eastchambers.net)>

**Sent:** Friday, April 12, 2019 11:34 AM

**To:** Sherrie Norris <[sherrie@wshd-tx.com](mailto:sherrie@wshd-tx.com)>

**Cc:** Hubert Oxford IV <[hoxfordiv@benoxford.com](mailto:hoxfordiv@benoxford.com)>; Christy Ridgway <[christy@eastchambers.net](mailto:christy@eastchambers.net)>; Huddleston, Gena <[gena@eastchambers.net](mailto:gena@eastchambers.net)>; Campbell Scott <[scott@eastchambers.net](mailto:scott@eastchambers.net)>

**Subject:** Re: WSHD Public Hearing & Regular Meeting Agenda Posted for 5:30 pm, Wed, Apr 17 on Website

Good morning Sherri and Hubert,  
I appreciate receiving the notices of the meetings and want to reiterate how much we appreciate the WSHD for supporting the children of the community by providing health services through the agreement we have with you.

I noticed that there will be discussion of hiring a youth counselor, and I wanted to weigh in on it a bit. I have been discussing with my principals who have been asking how we could get some additional assistance with a licensed professional counselor who had no other duties except to counsel students; however, there simply isn't funding for it. We have four counselors; one at each campus, and that's all



the budget will allow and their duties include extensively more than just counseling students. I was simply wondering if the district might want to participate with us on securing an LPC that may could work for you and the district with some shared costs? If this is something that you would not be interested in talking about, I understand and you can just delete this. If, on the other hand, you believe the directors might be interested, let me know.

On Fri, Apr 12, 2019 at 11:04 AM Sherrie Norris <[sherrie@wshd-tx.com](mailto:sherrie@wshd-tx.com)> wrote:

All

The District's Notice of Public Hearing and Regular Meeting Agenda has been posted on the Website for **5:30 p.m., Wednesday, April 14, 2019.**

See attached copy of the Agenda.

website address is <http://wshd-tx.org/>

Thank you  
Sherrie Norris  
WSHD Administrator  
409-296-1003 office  
409-201-3922 cell

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--

**Scott Campbell,**  
Superintendent ECISD  
<http://www.eastchambers.net>

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**Scott Campbell,**

Superintendent ECISD

<http://www.eastchambers.net>

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# Handout 2

## INTERLOCAL AGREEMENT BETWEEN EAST CHAMBERS INDEPENDENT SCHOOL DISTRICT AND THE WINNIE-STOWELL HOSPITAL DISTRICT

This **INTERLOCAL AGREEMENT BETWEEN EAST CHAMBERS INDEPENDENT SCHOOL DISTRICT AND THE WINNIE-STOWELL HOSPITAL DISTRICT** (herein "Agreement") is entered into effective the \_\_\_ day of January, 2016, by and between, Winnie-Stowell Hospital District, a political subdivision of the State of Texas, and the East Chambers Independent School District, a political subdivision of the State of Texas pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

### RECITALS

WHEREAS, The East Chambers Independent School District ("ECISD") is a school district located in Chambers County, Texas;

WHEREAS, the Winnie-Stowell Hospital District ("WSHD") is a hospital district located in Chambers County, Texas and governed by of Article IX, Section 9 of the Texas Constitution and Chapter 286 of the Texas Health & Safety Code, and is subject to the terms and conditions of the Texas Indigent Health Care and Treatment Act (Texas Health & Safety Code Ch. 61);

WHEREAS, in accordance with its mission and statutory requirements, WSHD is obligated to assume full responsibility for providing medical and hospital care for its Indigent inhabitants without charge. *See* Tex. Const. Art. IX, § 9 (2014) (emphasis added); Tex. Health & Safety Code §§ 286.073, 286.082, and 61.052(a).Tex. Att'y. Gen. Op. No.JM-858 (1988); and Tex. Att'y. Gen. Op. No. JC-0220 (2000);

WHEREAS, ECISD provides public education and certain related healthcare services to students within its boundaries, many of whom are considered economically disadvantaged and many of whom qualify for free-and-reduced meals in accord with federal child nutrition laws as well as for the Indigent Care Program pursuant to the guidelines adopted by the WSHD as well as Chapter 61 of the Texas Health and Safety Code;

WHEREAS, the boundaries of ECISD and WSHD are the same; and

WHEREAS, ECISD and WSHD seek to enter into an agreement whereby WSHD compensates ECISD to provide services to benefit ECISD students and further the mission of providing healthcare services to WSHD's needy inhabitants.

THEREFORE BE IT RESOLVED THAT, ECISD and WSHD enter into this Interlocal Agreement in accordance with Chapter 791 of the Texas Government Code with the following terms and conditions:

1. Purpose: The purpose of this Agreement is to provide healthcare related services to the students of ECISD that further the mission and goals of both ECISD and WSHD.

2. Duties of ECISD: To utilize the compensation provided by WSHD for the purposes as set forth in this Agreement in Paragraph 3, below.

3. Duties of WSHD:

a. To pay ECISD \$15,000.00 per month to begin in January 2016 for a total ~~twenty~~ (20) months and to be spent by ECISD on the following:

- (i) Student accident insurance: all coverage all students while at school or at school function: \$33,685.00;
- (ii) Health related services including RN salary/benefits, supplies/materials: \$71,315.00;
- (iii) Student health related vision, hearing, scoliosis screenings, lice treatment, preventive care, immunization assistance: \$15,000.00; -
- (iv) Mental health licensed professional counseling services, occupational/speech therapy, physical therapy: \$60,000.00.

b. Such monthly payment shall be made to ECISD by the fifth (5) of each month.

4. Term and Termination:

(a) Term. This Agreement is for a term of twenty (20) months commencing on the Effective Date and ending on August 31, 2017. Thereafter, this Agreement shall be extended from year to year unless either party elects to terminate the Agreement in accord with the termination provision below.

(b) Termination.

(i) Termination for Cause. This Agreement may be terminated for cause at any time during the Term upon thirty (30) calendar days prior written notice to the other party if the party to whom such notice is given has materially breached or otherwise failed to fulfill its obligations hereunder, including the failure to fulfill any obligation which is found to be unenforceable. The party claiming the right to terminate shall set

forth in the notice the facts underlying its claim that the other party is in material breach or non-fulfillment of this Agreement and shall expressly state that the notice constitutes a termination notice under this Section. Should the alleged breach or non-fulfillment be remedied within said thirty (30) day period (to satisfaction of non-breaking party) or, if such breach or non-fulfillment cannot be cured within such thirty (30) day period but remedial efforts shall be commenced within such period and diligently pursued, the cure period may be extended for an additional period as may be necessary to cure such breach or non-fulfillment; however, in no event such breaching or non-fulfilling party have more than sixty (60) days to cure such breach, the Agreement shall continue without interruption for the remaining Term.

(ii) Termination for Convenience. After the first initial twenty (20) month period, during any renewal year terms, either party may terminate this Agreement effective at the end of a renewal year by giving a minimum sixty (60) days notice prior to August 31 of that year.

(c) Survival. All accrued but unperformed obligations of either party shall survive termination or expiration of this Agreement. All rights and obligations of either party for indemnification hereunder arising out of or in connection with matters occurring within the Term shall survive the termination or expiration of this Agreement.

5. Venue and Governing Law: Mandatory and exclusive venue for any dispute arising out of this Agreement shall be a court of competent jurisdiction in/serving Chambers County, Texas. This Agreement shall be governed by Texas law without regarding to conflicts of law principles.
6. Assignment: Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this Agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
7. Indemnity:

**TO THE MAXIMUM EXTENT PERMITTED BY TEXAS LAW, ECISD SHALL INDEMNIFY AND HOLD HARMLESS BOTH WSHD AND ITS OFFICERS, AGENTS, INDEPENDENT CONTRACTORS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY**

**PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF ECISD AND ITS AGENTS, INDEPENDENT CONTRACTORS, OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, BUT ONLY TO THE EXTENT PERMITTED BY LAW.**

**TO THE MAXIMUM EXTENT PERMITTED BY TEXAS LAW, WSHD SHALL INDEMNIFY AND HOLD HARMLESS BOTH ECISD AND ITS OFFICERS, AGENTS, INDEPENDENT CONTRACTORS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF WSHD AND ITS AGENTS, INDEPENDENT CONTRACTORS, OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT, BUT ONLY TO THE EXTENT PERMITTED BY LAW.**

8. **Notice:** Any notice sent under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

To: East Chambers ISD  
Attn: Superintendent  
1955 State Highway 124  
Winnie, TX 77665

To: Winnie-Stowell Hospital District  
Attn: District's Chairman  
P. O. Box 1997  
Winnie, Texas 77665

9. **Insurance and Additional Insured:** During the Term, ECISD shall, at its sole cost and expense, procure and maintain policies of insurance and/or provide and maintain self-insurance insuring against comprehensive general liability and professional liability for damages directly or indirectly related to the performance of any service provided in this Agreement, and the use of any property and facilities provided by ECISD in connection with this Agreement, in such amounts, on such terms and with such deductibles as are then commonly maintained by school districts with facilities and operations similar to those of ECISD. To the extent that the Parties determine that it is economically or otherwise feasible, the ECISD will use its best efforts to name the WSHD as an additional insured, to the ECISD's comprehensive general liability and professional liability

**insurance policies** and from time to time, ECISD will furnish WSHD with certificates evidencing such insurance and/or self-insurance; and ECISD shall promptly advise WSHD of any change in the insurance and/or self-insurance maintained by ECISD.

10. **Immunities:** Nothing in this Agreement waives or alters any immunities provided to either party and/or their respective officers, employees, or agents under Texas or federal law.
11. **Severability:** In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
12. **Authority:** Each party acknowledges that the governing body of each party to the Agreement has authorized this Agreement. Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party. The parties agree that the payment(s) under this Agreement are an amount that fairly compensates the performing party for services or functions performed under the Agreement.
13. **Benefit for Signatory Parties Only:** This Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
14. **Entire Agreement:** This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understandings or agreements.

Executed effective as of the Effective Date by the following duly authorized representatives:



WINNIE STOWELL HOSPITAL  
DISTRICT

EAST CHAMBERS INDEPENDENT  
SCHOOL DISTRICT

By: Elroy Henry

Print Name: Mr. Elroy Henry

Title: Chairman

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

By: Scott Campbell

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

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

Address for Notice:

\_\_\_\_\_

\_\_\_\_\_

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

# Exhibit “H”

# 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: Edward Murrell

Name: Dave Androl  
(print)

Name: Edward Murrell  
(print)

Title: VP

Title: President

**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: Edward Murrell

Name: Dave Androl  
(print)

Name: Edward Murrell  
(print)

Title: VP

Title: President

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