

Exhibit “A-1”

Winnie-Stowell Hospital District

Balance Sheet

As of September 30, 2019

	<u>Sep 30, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
100 Prosperity Bank -Checking	395,729.36
101 Prosperity Bank -Checking	1,287.48
102 Prosperity Bank - CD#0447	107,401.87
104 Allegiance Bank - CD#9053	2,733,749.99
105 TexStar	684,183.27
107 Graham InterBank combined	
107.01b GIB 0228 DACA	250,000.00
107.01c GIB Collateral Funds	857,769.35
Total 107 Graham InterBank combined	1,107,769.35
108 Allegiance Bank NH Combined	3,966,932.48
Total Checking/Savings	8,997,053.80
Other Current Assets	
110 Sales Tax Receivable	116,206.43
111 Bank Transfer Clearing	44,256.32
114 Accounts Receivable NH	21,121,021.27
117 NH - QIPP Prog Receivable	
117.01 NH QIPP 1	1,281,409.47
117.02 NH QIPP 2	4,866,974.43
Total 117 NH - QIPP Prog Receivable	6,148,383.90
118 Prepaid Expense	3,775.00
119 Prepaid IGT	6,056,009.50
Total Other Current Assets	33,489,652.42
Total Current Assets	42,486,706.22
Fixed Assets	
120 Equipment	140,654.96
125 Accumulated Depreciation	-113,810.64
Total Fixed Assets	26,844.32
TOTAL ASSETS	42,513,550.54
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
190 NH Payables Combined	3,966,749.44
201 NHP Accounts Payable	2,542,642.75
201.1 NH Payable - LTC	273,620.00
210.14 Loan Payable #15 QIPP 3	7,113,077.80
210.50 Allegiance Bk Ln 3 QIPP2	1,021,086.87
225 FUTA Tax Payable	112.00
230 SUTA Tax Payable	251.31
235 Payroll Liabilities	2,219.92
240 Accounts Payable NH	19,342,663.01
Total Other Current Liabilities	34,262,423.10
Total Current Liabilities	34,262,423.10
Total Liabilities	34,262,423.10

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10/16/19

Accrual Basis

Winnie-Stowell Hospital District

Balance Sheet

As of September 30, 2019

	<u>Sep 30, 19</u>
Equity	
300 Net Assets, Capital, net of	59,503.44
310 Net Assets-Unrestricted	4,755,312.01
Retained Earnings	3,161,776.78
Net Income	274,535.21
	<hr/>
Total Equity	8,251,127.44
	<hr/>
TOTAL LIABILITIES & EQUITY	<u><u>42,513,550.54</u></u>

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

As of Sept. 30, 2019

Accrual Basis

	Jan - Sep 19	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400 Sales Tax Revenue	573,539.68	500,000.00	73,539.68	114.7%
405 Investment Income	17,362.43	46,000.00	-28,637.57	37.7%
409 Tobacco Settlement	9,838.50	11,500.00	-1,661.50	85.6%
415 Nursing Home - QIPP Program	18,089,784.00	23,350,738.00	-5,260,954.00	77.5%
Total Income	18,690,524.61	23,908,238.00	-5,217,713.39	78.2%
Expense				
500 Admin-Administrative Salary	46,307.68	52,000.00	-5,692.32	89.1%
504 Admin-Administrators PR Tax	3,599.23	4,500.00	-900.77	80.0%
505 Admin-Board Bonds	50.00	250.00	-200.00	20.0%
515 Admin-Bank Service Charges	206.15	360.00	-153.85	57.3%
521 Professional Fees - Acctng	14,781.25	15,000.00	-218.75	98.5%
522 Professional Fees-Auditing	24,123.70	25,000.00	-876.30	96.5%
523 Professional Fees - Legal	9,000.00	65,000.00	-56,000.00	13.8%
550 Admin-D&O / Liability Ins.	10,341.13	15,000.00	-4,658.87	68.9%
560 Admin-Cont Ed, Travel	2,136.00	9,100.00	-6,964.00	23.5%
561 Admin-Cont Ed-Medical Pers.	1,351.32	8,500.00	-7,148.68	15.9%
562 Admin-Travel&Mileage Reimb.	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	3,507.06	6,800.00	-3,292.94	51.6%
572 Admin-Web Site	835.00	1,500.00	-665.00	55.7%
573 Admin-Copier Lease/Contract	1,785.78	1,800.00	-14.22	99.2%
575 Admin-Cell Phone Reimburse	1,387.50	1,800.00	-412.50	77.1%
576 Admin-Telephone/Internet	1,816.57	2,000.00	-183.43	90.8%
590 Admin-Election Cost	3,137.09	0.00	3,137.09	100.0%
591 Admin-Notices & Fees	3,615.01	500.00	3,115.01	723.0%
600 East Chambers ISD Partnersh	135,000.00	180,000.00	-45,000.00	75.0%
602 IC-WCH 1115 Waiver Prog	1,338,165.66	500,000.00	838,165.66	267.6%
603a IC-Pharmaceutical Costs	80,049.47	85,000.00	-4,950.53	94.2%
604 IC-Non Hosp Costs UTMB	104,624.10	180,000.00	-75,375.90	58.1%
605 IC-Office Supplies/Postage	361.35	1,200.00	-838.65	30.1%
611 IC-Indigent Care Dir Salary	20,104.50	27,000.00	-6,895.50	74.5%
612 IC-Payroll Taxes -Ind Care	781.16	2,400.00	-1,618.84	32.5%
615 IC-Software	9,881.00	13,308.00	-3,427.00	74.2%
616 IC-Travel	114.66	550.00	-435.34	20.8%
617 IC -Youth Counseling	510.00	30,000.00	-29,490.00	1.7%
629 - Property Acquisition	0.00	200,000.00	-200,000.00	0.0%
630 NH Program-Mgt Fees	4,288,132.14	5,450,264.00	-1,162,131.86	78.7%
631 NH Program-IGT	9,513,644.40	12,450,207.00	-2,936,562.60	76.4%
633 NH Program-Acctg Fees	0.00	35,000.00	-35,000.00	0.0%
634 NH Program-Legal Fees	155,462.47	150,000.00	5,462.47	103.6%
635 NH Program-LTC Fees	1,231,220.00	1,641,600.00	-410,380.00	75.0%
637 NH Program-Interest Expense	1,408,719.14	1,515,607.00	-106,887.86	92.9%
653 Service Fee	0.00	100.00	-100.00	0.0%
Total Expense	18,415,989.40	22,679,446.00	-4,263,456.60	81.2%
Net Ordinary Income	274,535.21	1,228,792.00	-954,256.79	22.3%
Net Income	274,535.21	1,228,792.00	-954,256.79	22.3%

Exhibit “A-2”

Winnie Stowell Hospital District 10/16/2019	Proposed 10/16/2019 Amendments	Original 2019 Budget For Amended Categories	Amended Total
500 - Admin Salaries	11,000.00	52,000.00	63,000.00
504 - Admin - Payroll Taxes	300.00	4,500.00	4,800.00
521 - Prof Fees Accounting	10,000.00	15,000.00	25,000.00
523 - Prof Fees - Legal	(40,000.00)	65,000.00	25,000.00
550 - Admin D & O Liability	(4,658.87)	15,000.00	10,341.13
560 - Admin - Cont Ed Travel	(4,100.00)	9,100.00	5,000.00
561 - Admin - Cont Ed. Travel Personnel	(3,500.00)	8,500.00	5,000.00
562 - Admin - Travel Mileage Reimb.	900.00	600.00	1,500.00
569 - Admin - Meals	(1,500.00)	2,500.00	1,000.00
570 - Admin - Dist/County Promotion	(2,500.00)	5,000.00	2,500.00
573 - Admin - Copier Lease	700.00	1,800.00	2,500.00
590 - Admin - Election Cost	3,137.09	-	3,137.09
591 - Admin Notice and Fees	4,500.00	500.00	5,000.00
592 Admin - Rent	2,250.00	-	2,250.00
602 - IC - Waiver 1115	838,165.66	500,000.00	1,338,165.66
603a - IC - Pharmaceutical Costs	15,000.00	85,000.00	100,000.00
611 - IC - Indigent Care Director Salary	5,000.00	27,000.00	32,000.00
612- IC - Indigent Care Payroll Taxes	400.00	2,400.00	2,800.00
617 - IC - Youth Counseling	(25,000.00)	30,000.00	5,000.00
634 NH - Legal Fees	40,000.00	150,000.00	190,000.00
Net Increase in overall Budget	850,093.88		

Exhibit “A-3”

WSHD Treasurer's Report and Supporting Documents

Reporting Date: Wednesday, October 16, 2019

Pending Expenses	For	Amount	Funds Summary	Totals
Brookshire Brothers	Indigent Care	\$8,912.79	Prosperity Operating	\$439,223.85
Brookshire Brothers-Winnie	Indigent Care Medicare	\$11.45	Interbank (Restricted-Comp. 1 and Prepaid Int.)	\$99,583.09
Wilcox Pharmacy	Indigent Care	\$1,465.18	Interbank (Unrestricted)	\$100.00
UTMB at Galveston	Indigent Care	\$55,372.52	Prosperity CD	\$107,401.87
UTMB Faculty Group	Indigent Care	\$5,231.50	TexStar	\$684,183.27
Indigent Healthcare Solutions	IC Inv #68506	\$1,109.00	Allgeiance Bank LOC (Available)	\$2,686,979.39
American Education Services	S Stern-Student Loan	\$150.14	Net Cash Position (less Interbank)	\$3,917,888.38
Penelope (Polly) Butler	Youth Counseling	\$340.00	Pending Expenses	(\$89,159.78)
Grace Nichols	Youth Counseling	\$85.00	Ending Balance	\$3,828,728.60
Benckenstein & Oxford	Inv# 49454	\$13,675.00	Last Month	
Hubert Oxford	1/2 Legal Retainer	\$500.00	Prosperity Operating	\$699,514.31
Josh Heinz	1/2 Legal Retainer	\$500.00	Interbank-restricted	\$6,135,947.53
David Sticker	Inv# 21409	\$625.00	Interbank-unrestricted	\$90.00
Henry Survey Company	Inv Oct 7, 2019	\$650.00	Prosperity CD	\$107,401.87
Graciela Chavez	Temp office cleaning	\$120.00	TexStar	\$681,770.00
Carroll R Hand Ins	Bond Renewal B Way	\$50.00	Allgeiance Bank LOC (Available)	\$700,000.00
Carroll R Hand Ins	Bond Renewal A Stramecki	\$50.00	Net Cash Position (less Interbank)	\$1,928,485.72
Patricia Ojeda	Travel Reimbursment	\$312.20	Pending Expenses	(\$38,916.96)
Total Pending Expenses		\$89,159.78	Ending Balance	\$1,889,568.76

Interbank Account Reconciliation

GIB Balance 10/15/2019	\$99,683.09
Accrual for Loan 15 Interest 5 Pmts @ \$99,583.09 (June to Oct)	(\$99,583.09)
Balance to keep in GIB	(\$100.00)
	\$0.00

Cash Flow for Remainder of 2019

Date	Transaction	Projected	Actual
	Balance	\$227,612.57	\$439,223.85
Oct. 15, 2019	Sales Tax Revenue	\$40,000.00	\$48,243.43
Oct. 31, 2019	Comp. 2, 3, and Lapsing Fund Payment	\$2,532,152.83	\$2,566,249.84
Oct. 31, 2019	Payment to Managers-Comp. 2, 3, & Lapse	(\$1,039,534.50)	(\$1,056,583.00)
Oct. 31, 2019	Payment for Prior Periods	\$0.00	\$139,542.35
Oct. 31, 2019	Payment to Mangers-Prior	\$0.00	(\$69,771.18)
Oct. 31, 2019	LTC Group Payment	(\$410,400.00)	(\$410,400.00)
Oct. 31, 2019	Operating Expenses for October	(\$45,000.00)	(\$89,159.78)
	Balance	\$1,304,830.90	\$1,567,345.51
Nov. 15, 2019	Prepay Interest for Loan 16	(\$357,915.44)	(\$357,915.44)
Nov. 15, 2019	Sales Tax Revenue Estimate	\$40,000.00	\$40,000.00
Nov. 31, 2019	Interest for Loan 15 (Not Prepaid)	(\$99,583.09)	(\$99,583.09)
Nov. 31, 2019	Operating Expenses for November	(\$45,000.00)	(\$45,000.00)
	Balance	\$842,332.37	\$1,104,846.98
Dec. 15, 2019	Sales Tax Revenue Estimate	\$40,000.00	\$40,000.00
Dec. 31, 2019	Interest for Loan 15 (Not Prepaid)	(\$99,583.09)	(\$99,583.09)
Dec. 31, 2019	Operating Expenses for December	(\$45,000.00)	(\$45,000.00)
	Balance	\$737,749.28	\$1,000,263.89

*Estimates in italics

Transactions Since Last Meeting				
Date	To	For	Amount	
9/19/2019	Allegiance Bank	LOC-Principle	(\$978,913.13)	transfer
9/30/2019	Salt Creek Capital	Loan 14-Int (Month 9 of 10)	(\$60,794.06)	transfer
9/30/2019	Salt Creek Capital	Loan 14-Principle	(\$4,342,432.85)	transfer
9/30/2019	Salt Creek Capital	Loan 15-Int (Month 4 of 10)	(\$99,583.09)	transfer
10/7/2019	Allegiance Bank	Interest	(\$6,027.78)	(ACH)
10/10/2019	Allegiance Bank	LOC-Principle	(\$1,008,066.26)	wire
Total Transactions Since Last Meeting			(\$6,495,817.17)	

Upcoming Transactions				
Anticipated Date	For	Upcoming Transactions	Income	Expenses
10/31/2019	MCO	QIPP 3, Qtr 1, Sept. Component 1 Payment	\$1,069,515.20	
10/31/2019	MCO	Payment of QIPP 2, Qtr. 4, Component 2, 3, & Lapsing	\$2,566,249.84	
10/31/2019	MCO	Prior Period Payment	\$139,542.35	
10/31/2019	Managers	Payment of Incentive Fees		(\$1,056,583.00)
10/31/2019	Managers	Payment to Mangers-Prior		(\$69,771.18)
10/31/2019	Salt Creek Capital	Loan 15-Interest (Month 5/10)	(Wire)	(\$99,583.09)
10/31/2019	Allegiance Bank	LOC - Interest	(ACH)	
10/31/2019	Allegiance Bank	LOC-Pay off	Wire	(\$11,611.66)
10/31/2019	LTC Group	Invs: Aug, Sept, & Oct 2019	Wire	(\$410,100.00)

Outstanding Short Term Revenue Note					
Loan 15-Principle	\$7,113,077.80				
Interest	16.80%	10 Months: \$1,009,253.89		Set Aside: \$504,626.95	
Fund Received	5/29/2019				
	Date	Balance	Interest	Principal Rcvd.	Payment
1	6/29/2019	\$7,113,077.80	\$99,583.09	\$0.00	\$99,583.09
2	7/31/2019	\$7,113,077.80	\$99,583.09	\$0.00	\$99,583.09
3	8/29/2019	\$7,113,077.80	\$99,583.09	\$0.00	\$99,583.09
4	9/29/2019	\$7,113,077.80	\$99,583.09	\$0.00	\$99,583.09
5	10/29/2019	\$7,113,077.80	\$99,583.09	\$1,083,931.42	\$1,183,514.51
6	11/29/2019	\$7,113,077.80	\$99,583.09	\$1,090,704.44	\$1,190,287.53
7	12/29/2019	\$7,113,077.80	\$99,583.09	\$1,222,224.71	\$1,321,807.80
8	1/29/2020	\$7,113,077.80	\$99,583.09	\$1,231,424.35	\$1,331,007.44
Reserve	2/29/2020	\$7,113,077.80	\$0.00	\$85,159.65	\$85,159.65
9	2/28/2020	\$7,113,077.80	\$99,583.09	\$1,202,095.44	\$1,301,678.53
10	3/29/2020	\$7,113,077.80	\$99,583.09	\$1,197,537.79	\$1,297,120.88
Amount Paid	3/29/2020	\$0.00	\$995,830.90	\$7,113,077.80	\$8,108,908.70
Amount Remaining				\$0.00	\$0.00

Allegiance Bank Line of Credit

Principle	\$2,700,000.00	Principle Balance Owed	\$2,000,000.00		
Interest	3.25%	LOC Funds Available	\$700,000.00		
	Date	Description	Withdrawal / Advance	Principle Payment	Interest
	3/7/2019	Interest Payment			(\$5,444.45)
	4/7/2019	Interest Payment			(\$6,027.78)
	5/7/2019	Interest Payment			(\$5,833.33)
	6/7/2019	Interest Payment			(\$6,027.78)
	7/7/2019	Interest Payment			(\$6,027.78)
	8/7/2019	Interest Payment			(\$6,027.78)
	9/7/2019	Interest Payment			(\$99,583.09)
	9/30/2019	Principle Payment		\$978,913.13	
	9/30/2019	Principle Payment		\$1,008,066.26	
				\$13,020.61	

District's Investments

	Amount	Percentage	From	To	Interest
*CD at Allegiance Bank C.D. #9503	\$2,785,399.12	1.50%	9/1/2019	10/4/2019	\$10,642.89
CD at Prosperity (Qtr.) C.D. #0447	\$107,401.87	1.75%	9/1/2019	9/30/2019	Paid \$471.66 Aug 2019
Texstar C.D. #1110	\$684,183.27	1.90%	9/1/2019	9/30/2019	\$1,182.36

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

Edward Murrell,
President

Robert "Bobby" Way
Treasurer/Investment Officer

Date

Date

* Estimated amounts

WSHD Prosperity Checking Account Register (4431)
September 18, 2019 to October 15, 2019

Date	Ref/Check	Description	Amount	Balance	Memo	Category
8/31/2019		Daily Ledger Bal		\$1,288.57		
9/30/2019		Accr Earning Pymt Added to	1.06	\$1,289.63		
9/30/2019		Daily Ledger Bal		\$1,289.63		

WSHD Prosperity Checking Account Register (9409) New
September 18, 2019 to October 15, 2019

Date	Ref/Check	Description	Amount	Balance	Memo	Category
9/19/2019		ACH Payment INTUIT PAYR	(3,254.79)	\$434,508.69		
9/19/2019		Daily Ledger Bal		\$434,508.69		
9/23/2019	2874	Check	(425.00)	\$434,083.69		
9/23/2019		Daily Ledger Bal		\$434,083.69		
9/24/2019		ACH Payment TIME WARNE	(202.06)	\$433,881.63		
9/24/2019		Daily Ledger Bal		\$433,881.63		
9/25/2019	2870	Check	(13,875.00)	\$420,006.63		
9/25/2019	2872	Check	(500.00)	\$419,506.63		
9/25/2019		Daily Ledger Bal		\$419,506.63		
9/27/2019	2871	Check	(500.00)	\$419,006.63		
9/27/2019	2864	Check	(7,624.28)	\$411,382.35		
9/27/2019	2865	Check	(2,653.33)	\$408,729.02		
9/27/2019		Daily Ledger Bal		\$408,729.02		
9/30/2019	2867	Check	(150.14)	\$408,578.88		
9/30/2019	2868	Check	(255.00)	\$408,323.88		
9/30/2019	2863	Check	(2,171.30)	\$406,152.58		
9/30/2019		Accr Earning Pymt Added to	339.69	\$406,492.27		
9/30/2019		Daily Ledger Bal		\$406,492.27		
10/1/2019	2866	Check	(1,109.00)	\$405,383.27		
10/1/2019		Daily Ledger Bal		\$405,383.27		
10/2/2019	2869	Check	(170.00)	\$405,213.27		
10/2/2019		Daily Ledger Bal		\$405,213.27		
10/3/2019		ACH Payment INTUIT PAYR	(4,094.73)	\$401,118.54		
10/3/2019	2873	Check	(1,093.75)	\$400,024.79		
10/3/2019	2862	Check	(11.90)	\$400,012.89		
10/3/2019		Daily Ledger Bal		\$400,012.89		
10/4/2019	2861	Check	(7,914.29)	\$392,098.60		
10/4/2019		Daily Ledger Bal		\$392,098.60		
10/7/2019		ACH Payment Allegiance Bar	(5,833.33)	\$386,265.27		
10/7/2019		Daily Ledger Bal		\$386,265.27		
10/8/2019	2876	Check	(103.97)	\$386,161.30		
10/8/2019		Daily Ledger Bal		\$386,161.30		
10/9/2019	2875	Check	(360.00)	\$385,801.30		
10/9/2019		Daily Ledger Bal		\$385,801.30		
10/10/2019		Daily Ledger Bal		\$385,801.30		
10/11/2019		ACH Deposit CPA STATE FI	48,243.43	\$434,044.73		
10/11/2019		ACH Payment IRS USATAXF	(2,175.64)	\$431,869.09		
10/11/2019		Daily Ledger Bal		\$431,869.09		

GL Totals

Issued 10/14/19

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 09/01/19-09/30/19

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

Vendor #: 65460

GL #	Description	Amount
WSHD	Wshd	8,912.79
Expenditures		8,912.79
Reimb/Adjustments		
Grand Total		8,912.79

44 total Invoices

GL Totals Detail
Invoice #

Invoice #	GL #	Date In	Amt Billed	Amt Paid
036-2458*65460*7	WSHD	06/25/2019	6.08	6.08
036-2458*65460*8	WSHD	09/04/2019	6.36	6.36
036-2458*65460*8	WSHD	09/12/2019	15.57	15.57
036-2458*65460*8	WSHD	09/12/2019	9.43	9.43
036-2458*65460*8	WSHD	09/13/2019	25.00	25.00
036-2458*65460*8	WSHD	09/21/2019	5.76	5.76
036-2458*65460*8	WSHD	09/30/2019	15.57	15.57
036-2547*65460*16	WSHD	09/26/2019	31.43	31.43
036-2547*65460*16	WSHD	09/26/2019	10.00	10.00
036-2547*65460*16	WSHD	09/30/2019	110.67	110.67
036-2749*65460*47	WSHD	09/18/2019	129.41	129.41
036-2749*65460*47	WSHD	09/18/2019	42.38	42.38
036-2749*65460*47	WSHD	09/18/2019	11.06	8.84
036-2815*65460*26	WSHD	09/03/2019	31.23	31.23
036-2815*65460*26	WSHD	09/03/2019	101.96	101.96
036-2815*65460*26	WSHD	09/04/2019	1,118.13	943.21
036-2945*65460*9	WSHD	09/03/2019	6.44	6.44
036-2945*65460*9	WSHD	09/23/2019	51.22	51.22
036-2945*65460*9	WSHD	09/23/2019	21.31	21.31
036-2945*65460*9	WSHD	09/23/2019	14.66	14.66
036-3213*65460*8	WSHD	09/14/2019	89.92	69.23
036-3213*65460*8	WSHD	09/14/2019	24.73	24.73
036-3213*65460*8	WSHD	09/14/2019	6.07	6.07
036-3217*65460*36	WSHD	06/24/2019	55.47	55.47
036-3430*65460*6	WSHD	09/03/2019	15.00	15.00
036-3430*65460*6	WSHD	09/06/2019	518.59	433.60
036-3432*65460*44	WSHD	09/03/2019	6.46	6.46
036-3432*65460*44	WSHD	09/03/2019	39.32	39.32
036-3432*65460*44	WSHD	09/03/2019	5.76	5.76
036-3432*65460*44	WSHD	09/26/2019	40.00	40.00
036-3432*65460*44	WSHD	09/26/2019	5.76	5.76
036-3432*65460*44	WSHD	09/26/2019	6.46	6.46
036-3432*65460*44	WSHD	09/26/2019	39.32	39.32
1011*65460*38	WSHD	09/03/2019	624.44	523.58

eHS
Issued 10/14/19

GL Totals
Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 09/01/19-09/30/19

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

Vendor #: 65460

Invoice #	GL #	Date In	Amt Billed	Amt Paid
1019*65460*37	WSHD	09/09/2019	5.76	5.76
1019*65460*37	WSHD	09/09/2019	39.32	39.32
1019*65460*37	WSHD	09/09/2019	28.67	28.67
1019*65460*37	WSHD	09/09/2019	59.90	59.90
1019*65460*37	WSHD	09/09/2019	6.74	6.74
1025*65460*18	WSHD	09/05/2019	25.00	25.00
1025*65460*18	WSHD	09/05/2019	14.01	8.89
1025*65460*18	WSHD	09/05/2019	161.39	161.39
1038*65460*34	WSHD	09/03/2019	231.00	231.00
1038*65460*34	WSHD	09/04/2019	214.09	214.09
1038*65460*34	WSHD	09/25/2019	145.83	145.83
1042*65460*14	WSHD	09/11/2019	15.00	15.00
1042*65460*14	WSHD	09/11/2019	44.35	44.35
1042*65460*14	WSHD	09/11/2019	5.70	5.70
1049*65460*30	WSHD	09/06/2019	42.60	42.60
1049*65460*30	WSHD	09/06/2019	6.36	6.36
1055*65460*15	WSHD	09/10/2019	12.95	12.95
1055*65460*15	WSHD	09/17/2019	55.08	55.08
1065*65460*6	WSHD	09/17/2019	44.36	35.09
1081*65460*12	WSHD	09/03/2019	25.00	25.00
1081*65460*12	WSHD	09/03/2019	16.83	16.83
1081*65460*12	WSHD	09/03/2019	89.92	69.23
1081*65460*12	WSHD	09/04/2019	12.00	12.00
1081*65460*12	WSHD	09/23/2019	12.00	12.00
1090*65460*4	WSHD	09/17/2019	30.61	22.72
1090*65460*4	WSHD	09/17/2019	19.74	19.74
1090*65460*4	WSHD	09/17/2019	238.55	238.55
1091*65460*19	WSHD	09/04/2019	21.82	21.82
1091*65460*19	WSHD	09/04/2019	545.00	456.05
1091*65460*19	WSHD	09/05/2019	50.10	50.10
1096*65460*16	WSHD	06/27/2019	6.10	6.10
1096*65460*16	WSHD	06/27/2019	15.00	15.00
1096*65460*17	WSHD	09/26/2019	13.75	13.75
1096*65460*17	WSHD	09/26/2019	30.58	30.58
1096*65460*17	WSHD	09/26/2019	26.35	26.35
1098*65460*16	WSHD	09/03/2019	194.27	91.39
1098*65460*16	WSHD	09/03/2019	60.00	6.10
1106*65460*14	WSHD	09/10/2019	7.12	7.12
1106*65460*14	WSHD	09/04/2019	33.98	33.98
1106*65460*14	WSHD	09/04/2019	19.57	19.57
1106*65460*14	WSHD	09/04/2019	33.69	33.69
1106*65460*14	WSHD	09/04/2019	16.59	10.58
1106*65460*14	WSHD	09/04/2019	6.94	6.94
1106*65460*15	WSHD	09/04/2019	6.08	6.08
1107*65460*13	WSHD	07/25/2019	42.60	42.60
1107*65460*14	WSHD	09/03/2019	18.01	18.01
1107*65460*14	WSHD	09/03/2019	6.65	6.62

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 09/01/19-09/30/19

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

Vendor #: 65460

Invoice #	GL #	Date In	Amt Billed	Amt Paid
1107*65460*14	WSHD	09/17/2019	40.94	40.94
1107*65460*14	WSHD	09/17/2019	27.08	27.08
1108*65460*5	WSHD	09/05/2019	647.00	6.47
1108*65460*5	WSHD	09/11/2019	89.92	69.23
1118*65460*6	WSHD	06/28/2019	32.99	32.99
1122*65460*8	WSHD	09/11/2019	12.00	12.00
1122*65460*8	WSHD	09/11/2019	25.00	25.00
1122*65460*8	WSHD	09/11/2019	12.02	12.02
1122*65460*8	WSHD	09/11/2019	12.00	12.00
1122*65460*8	WSHD	09/23/2019	26.35	26.35
1122*65460*8	WSHD	09/23/2019	14.90	14.90
1123*65460*10	WSHD	09/03/2019	13.29	13.29
1123*65460*10	WSHD	09/10/2019	12.02	12.02
1123*65460*10	WSHD	09/30/2019	751.54	631.61
1124*65460*8	WSHD	09/06/2019	19.89	19.89
1124*65460*8	WSHD	09/06/2019	137.18	137.18
1124*65460*8	WSHD	09/06/2019	23.98	23.98
1128*65460*6	WSHD	09/03/2019	1,118.14	943.22
1131*65460*7	WSHD	09/04/2019	18.01	18.01
1131*65460*7	WSHD	09/04/2019	12.00	12.00
1131*65460*7	WSHD	09/24/2019	428.20	356.77
1133*65460*7	WSHD	09/03/2019	58.59	58.59
1133*65460*7	WSHD	09/03/2019	31.25	31.25
1133*65460*7	WSHD	09/03/2019	7.94	7.94
1134*65460*7	WSHD	09/25/2019	255.82	255.82
1137*65460*7	WSHD	09/09/2019	12.00	12.00
1137*65460*7	WSHD	09/09/2019	280.86	280.86
1139*65460*1	WSHD	09/03/2019	35.30	35.30
1139*65460*1	WSHD	09/13/2019	33.23	33.23
1141*65460*6	WSHD	09/05/2019	28.77	24.43
1141*65460*6	WSHD	09/09/2019	5.70	5.70
1141*65460*6	WSHD	09/11/2019	49.12	49.12
1141*65460*6	WSHD	09/11/2019	41.45	41.45
1141*65460*6	WSHD	09/11/2019	26.66	26.66
1148*65460*5	WSHD	09/06/2019	137.01	137.01
1148*65460*5	WSHD	09/06/2019	5.76	5.76
1148*65460*5	WSHD	09/12/2019	10.00	10.00
1149*65460*3	WSHD	06/28/2019	5.00	5.00
1149*65460*4	WSHD	09/24/2019	30.60	30.60
1149*65460*4	WSHD	09/24/2019	26.35	26.35
1149*65460*4	WSHD	09/24/2019	45.79	29.84
1151*65460*1	WSHD	09/17/2019	6.74	6.74
1151*65460*1	WSHD	09/17/2019	5.95	5.95
1151*65460*1	WSHD	09/17/2019	16.73	16.73
1151*65460*1	WSHD	09/17/2019	10.00	10.00

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 09/01/19-09/30/19

Vendor #: 65460

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

Invoice #	GL #	Date In	Amt Billed	Amt Paid
<hr/>				
44 Invoices, 126 line items***			10,639.00	8,912.79
<hr/>				
Grand Totals			10,639.00	8,912.79
44 total Invoices				
126 total line items				

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Issued 10/14/19

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 09/01/19-09/30/19

Brookshire Brothers Store #1002
Po Box 1359

Vendor #: 1002

GL #	Description	Amount
WSHD	Wshd	11.45
	Expenditures	11.45
	Reimb/Adjustments	
	Grand Total	11.45

1 total Invoices

GL Totals Detail Invoice

Invoice #	GL #	Date In	Amt Billed	Amt Paid
1011*1002*13	WSHD	09/03/2019	3.40	3.40
1011*1002*13	WSHD	09/03/2019	8.05	8.05
1 invoices, 2 line items	***		11.45	11.45
Grand Totals			11.45	11.45

1 total Invoices
2 total line items

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 09/01/19-09/30/19

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

Vendor #: 18651

GL #	Description	Amount
WSHD	Wshd	1,465.18
Expenditures		1,465.18
Reimb/Adjustments		
Grand Total		1,465.18

16 total Invoices

GL Totals Detail
Invoice #

GL #	Date In	Amt Billed	Amt Paid
036-2942*18651*94	09/12/2019	38.17	30.37
036-2942*18651*94	09/12/2019	389.93	306.35
036-3364*18651*66	09/26/2019	23.62	12.76
036-3364*18651*66	09/26/2019	54.86	54.86
036-3364*18651*66	09/26/2019	42.61	42.61
036-3364*18651*66	09/26/2019	24.00	24.00
036-3364*18651*66	09/26/2019	24.00	24.00
036-3364*18651*66	09/26/2019	24.00	24.00
036-3464*18651*9	09/11/2019	155.35	155.35
036-3464*18651*9	09/11/2019	138.02	138.02
036-3464*18651*9	09/25/2019	5.00	5.00
1006*18651*6	09/23/2019	18.10	7.66
1007*18651*13	09/13/2019	25.00	25.00
1008*18651*28	09/28/2019	78.68	38.36
1008*18651*28	09/28/2019	20.09	14.69
1008*18651*28	09/28/2019	35.85	18.01
1040*18651*32	09/03/2019	27.67	19.81
1040*18651*32	09/05/2019	50.83	50.83
1040*18651*32	09/05/2019	20.09	14.69
1075*18651*19	09/18/2019	101.78	46.84
1093*18651*13	09/10/2019	54.29	26.93
1093*18651*13	09/10/2019	25.00	25.00
1095*18651*11	09/21/2019	48.60	24.11
1095*18651*11	09/10/2019	17.18	7.67
1110*18651*13	09/25/2019	75.61	36.94
1110*18651*13	09/25/2019	9.77	4.27
1110*18651*13	09/05/2019	25.98	25.98
1110*18651*13	09/05/2019	14.50	14.50
1128*18651*1	09/04/2019	65.50	65.50
1144*18651*5	09/27/2019	18.54	7.27
1144*18651*5	09/27/2019	25.94	13.91
1144*18651*5	09/27/2019	19.30	6.19
1157*18651*1	09/24/2019	22.16	14.69
1157*18651*1	09/24/2019	53.12	26.35
1157*18651*1	09/24/2019	56.73	26.88

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Issued 10/14/19

GL Totals
Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 09/01/19-09/30/19

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

Vendor #: 18651

Invoice #	GL #	Date In	Amt Billed	Amt Paid
1158*18651*1	WSHD	09/09/2019	45.00	45.00
1159*18651*2	WSHD	09/17/2019	18.71	7.25
1159*18651*2	WSHD	09/17/2019	25.85	17.78
1159*18651*2	WSHD	09/17/2019	16.88	4.74
1159*18651*2	WSHD	09/03/2019	20.09	14.69
1159*18651*2	WSHD	09/05/2019	28.76	20.32
16 Invoices, 40 line items			1,961.16	1,465.18

Grand Totals **1,961.16** **1,465.18**

16 total invoices
40 total line items

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 09/01/19-09/30/19

Vendor #: 63614

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

GL #	Description	Amount
WSHD	Wshd	55,372.52
Expenditures		55,372.52
Reimb/Adjustments		
Grand Total		55,372.52

34 total Invoices

GL Totals Detail

Invoice #	GL #	Date In	Amt Billed	Amt Paid
036-2547*63614*3	WSHD	08/05/2019	323.00	77.52
036-2815*63614*11	WSHD	08/22/2019	323.00	77.52
036-2945*63614*2	WSHD	07/29/2019	443.00	0.00
036-2945*63614*2	WSHD	07/29/2019	314.00	0.00
036-3217*63614*1	WSHD	08/22/2019	443.00	106.32
1008*63614*8	WSHD	07/31/2019	51.00	0.00
1008*63614*8	WSHD	07/31/2019	60.00	0.00
1008*63614*8	WSHD	07/31/2019	103.00	0.00
1008*63614*8	WSHD	07/31/2019	129.00	0.00
1008*63614*8	WSHD	07/31/2019	60.00	0.00
1008*63614*8	WSHD	07/31/2019	200.00	0.00
1008*63614*8	WSHD	07/31/2019	323.00	0.00
1008*63614*8	WSHD	07/31/2019	107.00	0.00
1008*63614*9	WSHD	08/26/2019	323.00	77.52
1011*63614*7	WSHD	08/06/2019	361.00	86.64
1011*63614*7	WSHD	08/06/2019	341.00	81.84
1025*63614*8	WSHD	08/05/2019	323.00	77.52
1031*63614*4	WSHD	08/07/2019	323.00	77.52
1031*63614*5	WSHD	08/09/2019	323.00	77.52
1031*63614*6	WSHD	08/21/2019	7,274.85	1,745.96
1040*63614*12	WSHD	08/26/2019	323.00	77.52
1081*63614*6	WSHD	07/26/2019	312.00	74.88
1081*63614*7	WSHD	08/13/2019	51.00	12.22
1081*63614*7	WSHD	08/13/2019	60.00	14.33
1081*63614*7	WSHD	08/13/2019	60.00	14.33
1081*63614*7	WSHD	08/13/2019	200.00	46.93
1081*63614*7	WSHD	08/13/2019	323.00	77.66
1081*63614*7	WSHD	08/13/2019	314.00	76.45
1081*63614*8	WSHD	08/16/2019	34,830.96	9,709.84
1102*63614*8	WSHD	08/20/2019	323.00	77.52
1107*63614*2	WSHD	08/20/2019	323.00	77.52
1107*63614*3	WSHD	08/23/2019	323.00	77.52
1107*63614*3	WSHD	08/23/2019	1,828.00	438.72
1111*63614*6	WSHD	07/29/2019	323.00	0.00

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 09/01/19-09/30/19

Vendor #: 63614

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

Invoice #	GL #	Date In	Amt Billed	Amt Paid
1128*63614*1	WSHD	08/07/2019	200.00	0.00
1128*63614*1	WSHD	08/07/2019	200.00	0.00
1128*63614*1	WSHD	08/07/2019	323.00	77.52
1128*63614*1	WSHD	08/14/2019	1,828.00	438.72
1128*63614*1	WSHD	08/14/2019	1,828.00	438.72
1131*63614*2	WSHD	07/16/2019	323.00	77.52
1131*63614*3	WSHD	07/26/2019	1,211.00	290.64
1131*63614*4	WSHD	08/07/2019	51.00	14.28
1131*63614*4	WSHD	08/07/2019	261.00	62.64
1131*63614*4	WSHD	08/07/2019	75.00	18.00
1131*63614*4	WSHD	08/07/2019	39.00	9.34
1131*63614*4	WSHD	08/07/2019	60.00	14.40
1131*63614*4	WSHD	08/07/2019	565.00	135.60
1131*63614*4	WSHD	08/07/2019	391.00	93.82
1131*63614*4	WSHD	08/07/2019	162.00	38.88
1131*63614*4	WSHD	08/07/2019	127.00	30.48
1132*63614*2	WSHD	08/15/2019	51.00	12.24
1132*63614*2	WSHD	08/15/2019	95.00	22.80
1132*63614*2	WSHD	08/15/2019	264.00	63.36
1132*63614*2	WSHD	08/15/2019	209.00	50.16
1132*63614*2	WSHD	08/15/2019	47.00	11.28
1132*63614*2	WSHD	08/15/2019	40.00	9.60
1132*63614*2	WSHD	08/15/2019	44.00	10.56
1132*63614*2	WSHD	08/15/2019	110.00	26.40
1132*63614*2	WSHD	08/15/2019	323.00	77.52
1132*63614*2	WSHD	08/15/2019	323.00	77.52
1137*63614*4	WSHD	07/30/2019	51.00	12.22
1137*63614*4	WSHD	07/30/2019	77.00	18.43
1137*63614*4	WSHD	07/30/2019	412.00	98.78
1137*63614*4	WSHD	07/30/2019	166.00	40.01
1137*63614*4	WSHD	07/30/2019	323.00	77.52
1137*63614*5	WSHD	08/16/2019	323.00	77.52
1137*63614*6	WSHD	08/21/2019	48,997.34	18,129.02
1140*63614*5	WSHD	05/24/2019	1,098.00	0.00
1143*63614*3	WSHD	08/01/2019	323.00	77.52
1143*63614*4	WSHD	08/15/2019	323.00	77.52
1144*63614*2	WSHD	08/22/2019	323.00	77.52
1151*63614*1	WSHD	07/23/2019	52,855.65	20,613.70
1151*63614*2	WSHD	07/05/2019	51.00	12.24
1151*63614*2	WSHD	07/05/2019	49.00	11.76
1151*63614*2	WSHD	07/05/2019	77.00	18.48
1151*63614*2	WSHD	07/05/2019	412.00	98.88
1151*63614*2	WSHD	07/05/2019	166.00	39.84
1151*63614*2	WSHD	07/05/2019	60.00	14.40
1151*63614*2	WSHD	07/05/2019	270.00	64.80
1151*63614*2	WSHD	07/05/2019	156.00	37.44
1151*63614*2	WSHD	07/05/2019	164.00	39.36

eHHS
Issued 10/15/19

GL Totals
Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 09/01/19-09/30/19

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

Vendor #: 63614

Invoice #	GL #	Date In	Amt Billed	Amt Paid
1151*63614*2	WSHD	07/05/2019	905.00	217.20
1151*63614*2	WSHD	07/05/2019	323.00	77.52
1151*63614*3	WSHD	08/06/2019	323.00	77.52
34 Invoices, 84 line items			169,119.80	55,372.52
Grand Totals			169,119.80	55,372.52

34 total Invoices
84 total line items

eHS
 Issued 10/14/19

GL Totals
 Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 09/01/19-09/30/19

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

Vendor #: 63615
 NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	5,231.50
	Expenditures	5,231.50
	Reimb/Adjustments	
	Grand Total	5,231.50

21 total Invoices

GL Totals Detail
 Invoice #

Invoice #	GL #	Date In	Amt Billed	Amt Paid
036-2547*63615*3	WSHD	08/05/2019	270.00	56.08
036-2815*63615*13	WSHD	08/22/2019	270.00	56.08
036-2945*63615*2	WSHD	07/29/2019	23.00	0.00
036-3217*63615*1	WSHD	08/22/2019	415.00	95.54
1008*63615*8	WSHD	08/26/2019	415.00	95.54
1008*63615*8	WSHD	07/31/2019	415.00	95.54
1008*63615*8	WSHD	07/31/2019	35.00	13.15
1008*63615*8	WSHD	07/31/2019	29.00	0.00
1011*63615*8	WSHD	08/06/2019	63.00	22.13
1011*63615*8	WSHD	08/06/2019	30.00	11.54
1025*63615*8	WSHD	08/05/2019	270.00	56.08
1031*63615*4	WSHD	08/09/2019	270.00	56.08
1031*63615*4	WSHD	08/21/2019	428.00	76.98
1031*63615*4	WSHD	08/21/2019	920.00	125.10
1031*63615*4	WSHD	08/21/2019	450.00	71.69
1031*63615*4	WSHD	08/21/2019	640.00	391.67
1031*63615*4	WSHD	08/21/2019	183.00	39.92
1031*63615*4	WSHD	08/21/2019	336.00	336.00
1040*63615*14	WSHD	07/15/2019	273.00	65.29
1040*63615*14	WSHD	07/15/2019	148.00	36.25
1040*63615*14	WSHD	07/15/2019	183.00	39.92
1081*63615*7	WSHD	08/16/2019	960.00	610.87
1081*63615*7	WSHD	08/16/2019	305.00	59.99
1081*63615*7	WSHD	08/13/2019	23.00	8.02
1081*63615*7	WSHD	08/13/2019	415.00	95.54
1081*63615*7	WSHD	08/16/2019	2,643.00	740.04
1096*63615*5	WSHD	08/30/2019	415.00	95.54
1102*63615*8	WSHD	08/20/2019	183.00	39.92
1107*63615*1	WSHD	08/29/2019	415.00	95.54
1107*63615*1	WSHD	08/20/2019	273.00	65.29
1107*63615*1	WSHD	08/23/2019	183.00	68.00
1111*63615*7	WSHD	07/29/2019	415.00	0.00
1128*63615*1	WSHD	08/07/2019	273.00	65.29
1128*63615*1	WSHD	08/14/2019	168.00	62.23

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 09/01/19-09/30/19

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

Vendor #: 63615
NPI: 1942241146

Invoice #	GL #	Date In	Amt Billed	Amt Paid
1128*63615*1	WSHD	08/14/2019	168.00	62.23
1128*63615*1	WSHD	08/07/2019	25.00	0.00
1128*63615*1	WSHD	08/07/2019	25.00	0.00
1131*63615*2	WSHD	08/07/2019	53.00	12.02
1131*63615*2	WSHD	07/26/2019	53.00	0.00
1131*63615*2	WSHD	07/26/2019	445.00	135.00
1131*63615*2	WSHD	07/26/2019	273.00	65.29
1131*63615*2	WSHD	07/26/2019	113.00	22.78
1131*63615*2	WSHD	08/07/2019	148.00	20.84
1131*63615*2	WSHD	07/16/2019	415.00	0.00
1132*63615*2	WSHD	08/15/2019	183.00	39.92
1132*63615*2	WSHD	08/15/2019	273.00	65.29
1137*63615*4	WSHD	08/16/2019	110.00	0.00
1137*63615*4	WSHD	08/21/2019	20.00	7.06
1137*63615*4	WSHD	07/30/2019	273.00	65.29
1137*63615*4	WSHD	08/21/2019	20.00	7.06
1137*63615*4	WSHD	08/21/2019	20.00	0.00
1143*63615*3	WSHD	08/01/2019	110.00	26.57
1143*63615*3	WSHD	08/15/2019	183.00	39.92
1144*63615*3	WSHD	08/22/2019	270.00	56.08
1144*63615*3	WSHD	07/11/2019	613.00	76.98
1144*63615*3	WSHD	07/11/2019	153.00	42.66
1144*63615*3	WSHD	07/11/2019	70.00	25.66
1151*63615*2	WSHD	07/23/2019	2,550.00	714.00
21 Invoices, 58 line items			19,303.00	5,231.50
Grand Totals			19,303.00	5,231.50

21 total Invoices
58 total line items

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

Invoice # 68667

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

RECEIVED
OCT - 7 2019

Date: 10/1/2019

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

Terms: Net receipt of invoice

Professional services for the month of November 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

dHS
 Issued 10/15/19

GL Totals
 Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 09/01/19-09/30/19

Penelope (Polly) Butler
 7750 Gladys, Suite B
 Beaumont, TX 77706

Vendor #: 13632

GL #	Description	Amount
WSHD	Wshd	340.00
	Expenditures	340.00
	Reimb/Adjustments	
	Grand Total	340.00

2 total Invoices

GL Totals Detail
Invoice #

Invoice #	GL #	Date In	Amt Billed	Amt Paid
YC07*13632*3	WSHD	09/12/2019	85.00	85.00
YC07*13632*3	WSHD	09/26/2019	85.00	85.00
YC17*13632*1	WSHD	09/16/2019	85.00	85.00
YC17*13632*1	WSHD	09/27/2019	85.00	85.00
2 Invoices, 4 line items	***		340.00	340.00
Grand Totals			340.00	340.00

2 total Invoices
 4 total line Items

dHS
 Issued 10/15/19

Grace Nichols
 4347 Phelan Blvd Suite 104
 Beaumont, TX 77707

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 09/01/19-09/30/19

Vendor #: 63291

GL #	Description	Amount
WSHD	Wshd	85.00
	Expenditures	85.00
	Reimb/Adjustments	
	Grand Total	85.00

1 total Invoices

GL Totals Detail Invoice #	GL #	Date In	Amt Billed	Amt Paid
YC14*63291*2	WSHD	09/13/2019	85.00	85.00
1 invoices, 1 line items	***		85.00	85.00
Grand Totals			85.00	85.00

1 total Invoices
 1 total line Items

Grace E. Nichols, MEd, LPC
4347 Phelan Blvd. Suite 104
Beaumont, TX 77707
(409) 730-6767
(409) 223-7948 facsimile
gracenicholslpc@icloud.com

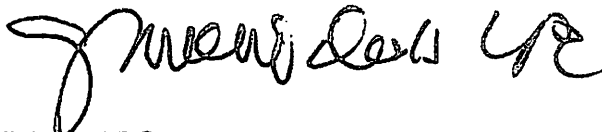
October 3, 2019

Invoice for Counseling Services at Winnie Stowell Hospital District

09/13/2019	90837	Client# 2019-1 KP	F43.22	\$85.00
			Total:	\$85.00

Please make payable to Grace Nichols, LPC

Thank you,



Grace Nichols, LPC

BENCKENSTEIN & OXFORD, L.L.P.

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

Hubert Oxford, IV

hoxfordiv@benoxford.com

October 16, 2019

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

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

Dear President Murrell,

Attached, please find Benckenstein & Oxford's monthly time entry invoice for June 2019. This invoice is for \$14,675.00 but the amount due is \$13,675.00 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 \$13,675.00 representing the balance owed for July 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

October 16, 2019

INVOICE #: 49454 **HOIV**
Billed through: July 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

07/02/19	HOIV	Worked with counsel for HMG on amendments to the Management Agreement due to QIPP Year 3 by participating in a conference call and e-mailing draft revisions.	1.60 hrs
07/02/19	HOIV	Worked with staff and counsel for nursing facilities to obtain outstanding Management Agreements for Audit.	1.40 hrs
07/03/19	HOIV	In response to request from auditor, worked with staff to gather executed sublease agreements for all the District Nursing Facilities and store them in electronic folder.	1.40 hrs
07/08/19	HOIV	Responded to request by auditor to submit subleases for all nursing facility; and drafted e-mail to Caring requesting subleases for three facilities.	2.00 hrs
07/09/19	HOIV	Prepared e-mail to Riceland Hospital advising of conversation with New Light Healthcare regarding Blue Cross Blue Shields rate cuts at Liberty Hospital.	0.60 hrs
07/09/19	HOIV	Exchanged six (6) e-mails with staff and LTC to discuss the upcoming QIPP Year 2, IGT First Reconciliation.	0.70 hrs
07/11/19	HOIV	Read, reviewed, and responded to request from staff to review two (2) agreements with Managed Care Organization and various nursing facilities owned by the District.	0.60 hrs
07/11/19	HOIV	Exchanged four (4) e-mails with Superintendent and staff at East Chambers ISD regarding the upcoming Board meeting and attendance by the ISD.	0.40 hrs
07/12/19	HOIV	Began drafting minutes for the June 19, 2019 Public Hearing and Regular Meeting.	4.30 hrs
07/12/19	HOIV	Received reconciliation from staff of the Interbank account and then created a spreadsheet to make sure reconciliation was in compliance with the District's policies; and prepared section in Treasurer's report to illustrate the reconciliation.	2.10 hrs
07/15/19	HOIV	Reviewed Indigent Care Policy, Chapter 61 of the Local Government Code; Indigent Care Handbook; and other Hospital District's Indigent Care policies to render a coverage decisions for a client requesting to receive certain	3.20 hrs

benefits.

07/15/19	HOIV	Continued drafting minutes of Public Hearing and Regular Meeting for June 19, 2019 and finalized draft; Circulated to Board for review and consideration.	4.00 hrs
07/16/19	HOIV	Received e-mail from counsel for LTC Group regarding 4th Amended Service Agreement; review proposed changes to the draft agreement; and exchanged five (5) e-mails regarding the same.	0.90 hrs
07/16/19	HOIV	Read and reviewed new Attorney General Opinion concerning criteria for borrowing money by governmental entities; and prepared e-mail to the District's Board giving advice regarding compliance with the opinion.	1.20 hrs
07/16/19	HOIV	Prepared Bank Depository Agreements with Allegiance Bank and Interbank; submitted to bank contact persons; and exchanged multiple e-mails to explain the need for the Agreements.	1.40 hrs
07/16/19	HOIV	Received note renewal document from Allegiance Bank; review the agreement; and responded to bank with e-mail to clarify questions.	0.70 hrs
07/16/19	HOIV	Received spreadsheet for QIPP Year 2, QTR 3 Component 2, 3, and Lapsing fund payments; modified the spreadsheet to prepare a summary for the Board at the upcoming meeting; and exchanged six (6) e-mails with LTC Group and HMG regarding achievement of various facilities.	2.60 hrs
07/16/19	HOIV	Conference call with staff to discuss issue involving scope of treatment for indigent client; researched indigent care policy; and prepared an opinion letter for client.	2.70 hrs
07/17/19	HOIV	Prepared for and attended July 17,2019 Regular Meeting.	3.00 hrs
07/17/19	HOIV	Worked with staff to prepare treasurer's report and update spreadsheet to reflect current QIPP Year 2, Qtr. 3 payment and expenses.	1.80 hrs
07/17/19	HOIV	Worked with East Chambers staff to create a comparison for the District's Board for the annual budgets presented by the School District; exchanged thirteen (13) e-mails regarding the same; and held a conference call with Superintendent to discuss his proposed changes to the Interlocal Agreement that he asked we present to the District's Board.	2.10 hrs
07/18/19	HOIV	Conference call with East Chambers staff to convey outcome of the meeting; and then exchanged e-mails with staff to convey Youth Counselor information.	0.80 hrs
07/18/19	HOIV	Conference call with federal government personnel regarding IGTs and 1115 Waiver program and deductibles; gathered documents; and prepared an extensive e-mail explaining the 1115 Waiver Program and Uncompensated Care payments.	3.70 hrs
07/18/19	HOIV	Researched IGT and Uncompensated Care Payments for DY 7; and repared e-mail to Hospital personnel and District Board members and staff confirming statements made at the meeting regarding Uncompensated Care payments to the Hospital	0.80 hrs
07/18/19	HOIV	Reviewed and revised Indigent Health Care job description and submitted	0.70 hrs

revisions to the Board in light of Yani Jiminez's resignation.

07/19/19	HOIV	Received and reviewed proposed Third Amended Management Agreement for HMG facilities.	0.70 hrs
07/19/19	HOIV	Reviewed QIPP 2, Qtr. 4, Component 2, 3 and Lapsing Fund spreadsheet; cash flow models; and reconciliation payment spreadsheets; and updated Treasurer's report for October 16, 2019 meeting.	2.30 hrs
07/22/19	HOIV	Worked with staff to prepare job posting for Indigent Care Coordinator on Indeed.com.	0.60 hrs
07/22/19	HOIV	Submitted draft job descriptions for Indigent Care Coordinator to local newspapers and exchanged ten(10) e-mails with newspapers about suggested changes to description.	0.80 hrs
07/22/19	HOIV	Received e-mail from the THHSC regarding changes to the District's Indigent Care Policy.	0.30 hrs
07/22/19	HOIV	Conference call with Post Oak Bank regarding rates charged for CD and Line of Credit.	0.50 hrs
07/23/19	HOIV	Prepared e-mail to Board members advising of cost to run advertisements for Indigent Care Coordinator and suggested changes in size of advertisement by Seabreeze Beacon in order to reduce cost commensurate with the amount billed by Hometown Press.	0.30 hrs
07/23/19	HOIV	Reviewed Indeed.com website for Indigent Care Coordinator resumes, downloaded resumes; prepared response for resumes; and submitted resumes to Board for review.	0.80 hrs
07/24/19	HOIV	Exchanged five (5) e-mails with Senior Living regarding amended Management Agreements.	0.80 hrs
07/24/19	HOIV	Once again, reviewed Indeed.com website for Indigent Care Coordinator resumes, downloaded resumes; prepared response for resumes; and submitted resumes to Board for review.	0.60 hrs
07/24/19	HOIV	Exchanged five (5) e-mails with HMG regarding status of use of tax exception.	0.40 hrs
07/24/19	HOIV	Receipt, reviewed, and commented on proposed Interbank Depository Agreement.	0.60 hrs
07/25/19	HOIV	Reviewed proposed 3rd Amended Management Agreement and provided comments and changes to the lawyer for HMG; submitted proposed changes to 3rd Amended Management Agreement to HMG and Senior Living.	2.60 hrs
07/26/19	HOIV	Prepared e-mail to Managers with proposed 3rd Amended Management Agreements and responded to eight (8) e-mails with Managers responding to their questions.	1.30 hrs
07/29/19	HOIV	Reviewed Indeed.com website; gathered resumes; prepared spreadsheet for resume; and drafted letter to staff updating them on the resumes.	1.40 hrs
		Total fees for this matter	\$14,675.00

BILLING SUMMARY:

Oxford, IV Hubert	58.70 hrs @	\$250.00 /hr	\$14,675.00
TOTAL FEES			\$14,675.00
TOTAL CHARGES FOR THIS INVOICE			\$14,675.00
RETAINER			\$1,000.00 CR
TOTAL BALANCE NOW DUE			\$13,675.00

Federal ID# 74-1646478

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

BENCKENSTEIN & OXFORD, L.L.P.

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

Hubert Oxford, IV

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

hoxfordiv@benoxford.com

October 14, 2019

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

Re: Invoice and Draft Minutes for the Regular Meeting on September 18, 2019 and October 2, 2019 Special Meeting; Our File No. 87250.

Dear President Murrell,

Attached, please find the draft minutes for the Regular Meeting on September 18, 2019 and October 2, 2019 Special Meeting. After you have had a chance to review these minutes, please let me know if there are any changes that need to be made.

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

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

With best wishes, I am

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

Hubert Oxford, IV

David Sticker & Co. P.C.
Certified Public Accountant
2180 Eastex Freeway
Beaumont, TX 77703
(409) 899-3000

Invoice
submitted to:
Winnie Stowell Hospital District
PO Box 1997
Winnie, TX 77665

10/15/2019

Invoice # 21409

Professional Services

	<u>Amount</u>
10/15/19 9-12-19 Review books, make necessary entries and run reports. Review bank recs. 4.00 Hrs.	625.00
9-30-19 Discuss payroll issues, timecard information and calculation of final paycheck for employee. 1.00 Hrs.	
Total Hrs 5.00 Hrs. @ \$125.00 = \$625.00	
For professional services rendered	<u><u>\$625.00</u></u>

Invoices Due Upon Receipt

STATEMENT

Henry Survey Company

P.O. BOX 304 • WINNIE, TEXAS 77665 • PHONE (409) 296-4247

RECEIVED

OCT - 8 2019

TO: _____

7 Oct 2019

Property Survey of 0.771 Acre Tract situated in BUC-81,
Winnie Suburbs Subdivision, Lee Hoggath Lp, A-14,
CHAMBERS COUNTY, TEXAS

650.⁰⁰

(8.8% Sales Tax)
(Exempted)

Frank
S. A.

DATE 10/5/19 NO. 08018581

CUSTOMER'S ORDER NO.						
NAME <u>Graciela Chavez</u>						
ADDRESS <u>220 8TH ST</u>						
CITY, STATE, ZIP <u>Winnie TX 72665</u>						
SOLD BY	CASH	C.O.D	CHARGE	ONACCT	MOSE RETD	PAID OUT
			<input checked="" type="checkbox"/>			
QUAN.	DESCRIPTION		PRICE	AMOUNT		
1		<u>Office</u>				<u>\$120.00</u>
2		<u>Cleaning</u>				
3						
4						
5						<u>\$120.00</u>
6		<u>Total</u>				
7						
8						
9						
10						
11						
12						
RECEIVED BY <u>Jocelyn [Signature]</u>						

KEEP THIS SLIP FOR REFERENCE

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

Date Printed: OCT 7 2019

Invoice Number: 15360
CLIENT#: 2133

Due Date: NOV 20 2019

Total amount due: \$50.00

Remit To:

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

RECEIVED
OCT 15 2019

Amount of remittance: \$ _____

Please return this portion with payment

Invoice Date: NOV 20 2019

Type: A

Invoice # 15360

Trans Code	Coverage Eff Date	Policy#	Line of Business	Description	Amount
RE	NOV 20 2019	TX5141024	Surety Bonds	Renewal Bobby Way Bond	\$50.00

TOTAL AMOUNT DUE: \$50.00

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

PHONE : (409) 267-3115

FAX: (409) 267-3451

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

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

Date Printed: OCT 7 2019

Invoice Number: 15361
CLIENT#: 2133

Due Date: NOV 23 2019

Total amount due: \$50.00

Amount of remittance: \$ _____

RECEIVED
OCT 15 2019

Remit To:

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

Please return this portion with payment

Invoice Date: NOV 23 2019

Type: A

Invoice # 15361

Trans Code	Coverage Eff Date	Policy#	Line of Business	Description	Amount
RE	NOV 23 2019	TX832807	Surety Bonds	Renewal Anthony Stamecki Bond	\$50.00
TOTAL AMOUNT DUE:					<u>\$50.00</u>

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

PHONE : (409) 267-3115

FAX: (409) 267-3451

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

Patricia Ojeda
Travel Reimbursement Request

Date	Description	Amount
09/18/19	Mileage To/From Conroe (.58 @ 252)	146.16
Oct 9 -11	Mileage To/From Galveston (.58 @ 116)	67.28
Oct 9-11	Mileage To/From Galveston to Dickinson (.58 @ 96)	55.68
10/07/19	Printer Ink for working at home (39.89+8%(3.11)=43.08	43.08
Total		\$312.20

Patricia Ojeda
Patricia Ojeda

39.89 ←
+ 3.11 ←
Total → 43.08

See back of receipt for your chance to win \$1000 ID #:7N7LFQ1WBTJL



281-337-9700 Mgr.: JOSEPH SMITH JR.
1701 W FM 646 RD
LEAGUE CITY TX 77573

ST# 05388 OP# 009037 TE# 37 TR# 06667
63XL BLACK 088929626742 39.89 X
ONN USB HUB 068113107378 7.88 X
SUBTOTAL 47.77
TAX 1 8.000 % 3.82
TOTAL 51.59
DEBIT TEND 51.59
CHANGE DUE 0.00

EFT DEBIT PAY FROM PRIMARY
51.59 TOTAL PURCHASE
US DEBIT **** * 7355 I 0
REF # 928000145931
NETWORK ID. 0069 APPR CODE 142193
US DEBIT
AID A0000000980840
TC 3AB009EF7CAB149B
*Pin Verified
TERMINAL # SC010788

10/07/19 14:46:08
ITEMS SOLD 2

TC# 7452 2989 0918 6685 7521



Low Prices You Can Trust. Every Day.
10/07/19 14:46:15

Scan with Walmart app to save receipts



Exhibit “B”

	September				Year to Date			
Clients:	91							
Children Counseled:	11							
	Billed Amount	Medicaid Rate	% of Services	Actually Paid	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Summary by Facility								
Winnie Community Hospital	\$37,279.18	\$15,284.46	17.63%	\$0.00	\$672,045.10	\$275,628.49	51.60%	\$0.00
Pharmacy								
Brookshire Brothers Pharmacy Corp	\$10,639.00	\$8,912.00	10.28%	\$8,912.00	\$77,492.43	\$69,067.75	12.93%	\$69,067.75
Brookshire Brothers Pharmacy Med	\$11.45	\$11.45	0.01%	\$11.45	\$109.75	\$8.50	0.00%	\$109.75
Wilcox Pharmacy	\$1,961.16	\$1,465.18	1.69%	\$1,465.18	\$22,191.75	\$14,719.63	2.76%	\$14,719.63
Pharmacy Total	\$12,611.61	\$10,388.63	11.98%	\$10,388.63	\$99,793.93	\$83,795.88	15.69%	\$83,897.13
UTMB								
UTMB Hospital	\$169,119.80	\$55,372.52	63.87%	\$55,372.52	\$485,411.39	\$148,701.97	27.84%	\$148,701.97
UTMB Physician Services	\$19,303.00	\$5,231.50	6.03%	\$5,231.50	\$81,855.00	\$25,136.83	4.71%	\$25,136.83
UTMB Total	\$188,422.80	\$60,604.02	69.90%	\$60,604.02	\$567,266.39	\$173,838.80	32.54%	\$173,838.80
Youth Counseling	\$425.00	\$425.00	0.49%	\$425.00	\$935.00	\$935.00	0.18%	\$935.00
Grand Totals	\$238,738.59	\$86,702.11	100.00%	\$71,417.65	\$1,340,040.42	\$534,198.17		\$258,670.93

Summary by Service Provided

Prescription Drugs	\$12,611.61	\$10,389.42	11.98%	\$10,389.42	\$160,514.73	\$108,883.45	19.47%	\$108,883.45
WCH Clinic	\$13,693.00	\$5,614.13	6.48%	\$0.00	\$95,569.12	\$39,183.35	7.01%	\$0.00
WCH Observation	\$137.00	\$56.17	0.06%	\$0.00	\$60,408.00	\$24,767.28	4.43%	\$0.00
WCH ER	\$8,362.00	\$3,428.42	3.95%	\$0.00	\$227,580.00	\$93,307.80	16.69%	\$0.00
WCH Lab/Xray	\$6,648.00	\$2,725.68	3.14%	\$0.00	\$104,168.00	\$42,708.88	7.64%	\$0.00
WCH Labs	\$5,121.00	\$2,099.61	2.42%	\$0.00	\$58,024.00	\$23,789.84	4.25%	\$0.00
WCH Xray	\$978.00	\$400.98	0.46%	\$0.00	\$46,470.80	\$19,053.02	3.41%	\$0.00
WCH Inpatient	\$0.00	\$0.00	0.00%	\$0.00	\$52,855.65	\$19,556.59	3.50%	\$0.00
WCH Outpatient Surgery	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Physical Therapy	\$0.00	\$0.00	0.00%	\$0.00	\$27,745.00	\$11,375.45	2.03%	\$0.00
WCH Ultrasound	\$0.00	\$0.00	0.00%	\$0.00	\$8,907.00	\$3,651.87	0.65%	\$0.00
WCH CT Scan	\$0.00	\$0.00	0.00%	\$0.00	\$19,339.00	\$7,928.99	1.42%	\$0.00
WCH Optical Specialist	\$0.00	\$0.00	0.00%	\$0.00	\$2,920.00	\$1,197.20	0.21%	\$0.00
UTMB Physician Services	\$17,367.00	\$3,892.96	4.49%	\$3,892.96	\$71,565.00	\$18,843.88	3.37%	\$18,843.88
UTMB Anesthesia	\$1,936.00	\$1,338.54	1.54%	\$1,338.54	\$10,290.00	\$6,292.95	1.13%	\$6,292.95
UTMB In-Patient	\$101,852.99	\$38,742.72	44.68%	\$38,742.72	\$101,852.99	\$38,742.72	6.93%	\$38,742.72
UTMB Outpatient	\$49,996.81	\$13,090.44	15.10%	\$13,090.44	\$313,432.75	\$86,863.30	15.53%	\$86,863.30
UTMB Lab&Xray	\$17,270.00	\$3,539.36	4.08%	\$0.00	\$17,270.00	\$3,539.36	0.63%	\$0.00
Youth Counseling	\$425.00	\$425.00	0.49%	\$425.00	\$935.00	\$935.00	0.17%	\$0.00
Lab/Xray readings for WCH	\$2,340.18	\$959.47	1.11%	\$0.00	\$20,914.18	\$8,574.81	1.53%	\$0.00
Grant Totals	\$238,738.59	\$86,702.90	100.00%	\$67,879.08	\$1,400,761.22	\$559,195.74		\$259,626.30

Issued 10/16/19

Source Totals Report

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 09/01/2019 through 09/30/2019

For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
02	Prescription Drugs	12,611.61	10,389.42
21	Wch Clinic	13,693.00	5,614.13
22	Wch Observation	137.00	56.17
24	Wch Er	8,362.00	3,428.42
25	Wch Lab/X-Ray	6,648.00	2,725.68
27	Wch Labs	5,121.00	2,099.61
28	Wch Xray	978.00	400.98
31	Utmb - Physician Services	17,367.00	3,892.96
31-1	Utmb - Anesthesia Services	1,936.00	1,338.54
33	Utmb In-Patient	101,852.99	38,742.72
34	Utmb Out-Patient	49,996.81	13,090.44
35	Utmb - Lab/X-Ray	17,270.00	3,539.36
39	Youth Counseling	425.00	425.00
44	Lab/Xray Readings	2,340.18	959.47
Expenditures		238,738.59	86,702.90
Reimb/Adjustments			
Grand Total		238,738.59	86,702.90

Source Totals Report Detail

Invoice #	Source	DOS	Amount Billed	Amount Paid
036-2458*65460*7	02	06/25/2019	6.08	6.08
036-3217*65460*36	02	06/24/2019	55.47	55.47
1006*18651*6	02	09/23/2019	18.10	7.66
1007*18651*13	02	09/13/2019	25.00	25.00
1011*65460*38	02	09/03/2019	624.44	523.58
1065*65460*6	02	09/17/2019	44.36	35.09
1075*18651*19	02	09/18/2019	101.78	46.84
1106*65460*15	02	09/04/2019	6.08	6.08
1107*65460*13	02	07/25/2019	42.60	42.60
1118*65460*6	02	06/28/2019	32.99	32.99
1128*18651*1	02	09/04/2019	65.50	65.50
1128*65460*6	02	09/03/2019	1,118.14	943.22
1134*65460*7	02	09/25/2019	255.82	255.82
1149*65460*3	02	06/28/2019	5.00	5.00
1158*18651*1	02	09/09/2019	45.00	45.00
036-2942*18651*94	02	09/12/2019	38.17	30.37
036-2942*18651*94	02	09/12/2019	389.93	306.35
036-3430*65460*6	02	09/03/2019	15.00	15.00
036-3430*65460*6	02	09/06/2019	518.59	433.60
1011*1002*13	02	09/03/2019	3.40	3.40
1011*1002*13	02	09/03/2019	8.05	8.05
1049*65460*30	02	09/06/2019	42.60	42.60
1049*65460*30	02	09/06/2019	6.36	6.36
1055*65460*15	02	09/10/2019	12.95	12.95
1055*65460*15	02	09/17/2019	55.08	55.08
1093*18651*13	02	09/10/2019	54.29	26.93
1093*18651*13	02	09/10/2019	25.00	25.00
1095*18651*11	02	09/21/2019	48.60	24.11
1095*18651*11	02	09/10/2019	17.18	7.67

1096*65460*16	02	06/27/2019	6.10	6.10
1096*65460*16	02	06/27/2019	15.00	15.00
1098*65460*16	02	09/03/2019	194.27	91.39
1098*65460*16	02	09/03/2019	60.00	6.10
1108*65460*5	02	09/05/2019	647.00	6.47
1108*65460*5	02	09/11/2019	89.92	69.23
1137*65460*7	02	09/09/2019	12.00	12.00
1137*65460*7	02	09/09/2019	280.86	280.86
1139*65460*1	02	09/03/2019	35.30	35.30
1139*65460*1	02	09/13/2019	33.23	33.23
036-2547*65460*16	02	09/26/2019	31.43	31.43
036-2547*65460*16	02	09/26/2019	10.00	10.00
036-2547*65460*16	02	09/30/2019	110.67	110.67
036-2749*65460*47	02	09/18/2019	129.41	129.41
036-2749*65460*47	02	09/18/2019	42.38	42.38
036-2749*65460*47	02	09/18/2019	11.06	8.84
036-2815*65460*26	02	09/03/2019	31.23	31.23
036-2815*65460*26	02	09/03/2019	101.96	101.96
036-2815*65460*26	02	09/04/2019	1,118.13	943.21
036-3213*65460*8	02	09/14/2019	89.92	69.23
036-3213*65460*8	02	09/14/2019	24.73	24.73
036-3213*65460*8	02	09/14/2019	6.07	6.07
036-3464*18651*9	02	09/11/2019	155.35	155.35
036-3464*18651*9	02	09/11/2019	138.02	138.02
036-3464*18651*9	02	09/25/2019	5.00	5.00
1008*18651*28	02	09/28/2019	78.68	38.36
1008*18651*28	02	09/28/2019	20.09	14.69
1008*18651*28	02	09/28/2019	35.85	18.01
1025*65460*18	02	09/05/2019	25.00	25.00
1025*65460*18	02	09/05/2019	14.01	8.89
1025*65460*18	02	09/05/2019	161.39	161.39
1038*65460*34	02	09/03/2019	231.00	231.00
1038*65460*34	02	09/04/2019	214.09	214.09
1038*65460*34	02	09/25/2019	145.83	145.83
1040*18651*32	02	09/03/2019	27.67	19.81
1040*18651*32	02	09/05/2019	50.83	50.83
1040*18651*32	02	09/05/2019	20.09	14.69
1042*65460*14	02	09/11/2019	15.00	15.00
1042*65460*14	02	09/11/2019	44.35	44.35
1042*65460*14	02	09/11/2019	5.70	5.70
1090*65460*4	02	09/17/2019	30.61	22.72
1090*65460*4	02	09/17/2019	19.74	19.74
1090*65460*4	02	09/17/2019	238.55	238.55
1091*65460*19	02	09/04/2019	21.82	21.82
1091*65460*19	02	09/04/2019	545.00	456.05
1091*65460*19	02	09/05/2019	50.10	50.10
1096*65460*17	02	09/26/2019	13.75	13.75
1096*65460*17	02	09/26/2019	30.58	30.58
1096*65460*17	02	09/26/2019	26.35	26.35
1123*65460*10	02	09/03/2019	13.29	13.29
1123*65460*10	02	09/10/2019	12.02	12.02
1123*65460*10	02	09/30/2019	751.54	631.61
1124*65460*8	02	09/06/2019	19.89	19.89
1124*65460*8	02	09/06/2019	137.18	137.18
1124*65460*8	02	09/06/2019	23.98	23.98
1131*65460*7	02	09/04/2019	18.01	18.01
1131*65460*7	02	09/04/2019	12.00	12.00
1131*65460*7	02	09/24/2019	428.20	356.77
1133*65460*7	02	09/03/2019	58.59	58.59

1133*65460*7	02	09/03/2019	31.25	31.25
1133*65460*7	02	09/03/2019	7.94	7.94
1144*18651*5	02	09/27/2019	18.54	7.27
1144*18651*5	02	09/27/2019	25.94	13.91
1144*18651*5	02	09/27/2019	19.30	6.19
1148*65460*5	02	09/06/2019	137.01	137.01
1148*65460*5	02	09/06/2019	5.76	5.76
1148*65460*5	02	09/12/2019	10.00	10.00
1149*65460*4	02	09/24/2019	30.60	30.60
1149*65460*4	02	09/24/2019	26.35	26.35
1149*65460*4	02	09/24/2019	45.79	29.84
1157*18651*1	02	09/24/2019	22.16	14.69
1157*18651*1	02	09/24/2019	53.12	26.35
1157*18651*1	02	09/24/2019	56.73	26.88
036-2945*65460*9	02	09/03/2019	6.44	6.44
036-2945*65460*9	02	09/23/2019	51.22	51.22
036-2945*65460*9	02	09/23/2019	21.31	21.31
036-2945*65460*9	02	09/23/2019	14.66	14.66
1107*65460*14	02	09/03/2019	18.01	18.01
1107*65460*14	02	09/03/2019	6.65	6.62
1107*65460*14	02	09/17/2019	40.94	40.94
1107*65460*14	02	09/17/2019	27.08	27.08
1110*18651*13	02	09/25/2019	75.61	36.94
1110*18651*13	02	09/25/2019	9.77	4.27
1110*18651*13	02	09/05/2019	25.98	25.98
1110*18651*13	02	09/05/2019	14.50	14.50
1151*65460*1	02	09/17/2019	6.74	6.74
1151*65460*1	02	09/17/2019	5.95	5.95
1151*65460*1	02	09/17/2019	16.73	16.73
1151*65460*1	02	09/17/2019	10.00	10.00
036-3364*18651*66	02	09/26/2019	23.62	12.76
036-3364*18651*66	02	09/26/2019	54.86	54.86
036-3364*18651*66	02	09/26/2019	42.61	42.61
036-3364*18651*66	02	09/26/2019	24.00	24.00
036-3364*18651*66	02	09/26/2019	24.00	24.00
1019*65460*37	02	09/09/2019	5.76	5.76
1019*65460*37	02	09/09/2019	39.32	39.32
1019*65460*37	02	09/09/2019	28.67	28.67
1019*65460*37	02	09/09/2019	59.90	59.90
1019*65460*37	02	09/09/2019	6.74	6.74
1081*65460*12	02	09/03/2019	25.00	25.00
1081*65460*12	02	09/03/2019	16.83	16.83
1081*65460*12	02	09/03/2019	89.92	69.23
1081*65460*12	02	09/04/2019	12.00	12.00
1081*65460*12	02	09/23/2019	12.00	12.00
1141*65460*6	02	09/05/2019	28.77	24.43
1141*65460*6	02	09/09/2019	5.70	5.70
1141*65460*6	02	09/11/2019	49.12	49.12
1141*65460*6	02	09/11/2019	41.45	41.45
1141*65460*6	02	09/11/2019	26.66	26.66
1159*18651*2	02	09/17/2019	18.71	7.25
1159*18651*2	02	09/17/2019	25.85	17.78
1159*18651*2	02	09/17/2019	16.88	4.74
1159*18651*2	02	09/03/2019	20.09	14.69
1159*18651*2	02	09/05/2019	28.76	20.32
036-2458*65460*8	02	09/04/2019	6.36	6.36
036-2458*65460*8	02	09/12/2019	15.57	15.57
036-2458*65460*8	02	09/12/2019	9.43	9.43
036-2458*65460*8	02	09/13/2019	25.00	25.00

036-2458*65460*8	02	09/21/2019	5.76	5.76
036-2458*65460*8	02	09/30/2019	15.57	15.57
1106*65460*14	02	09/10/2019	7.12	7.12
1106*65460*14	02	09/04/2019	33.98	33.98
1106*65460*14	02	09/04/2019	19.57	19.57
1106*65460*14	02	09/04/2019	33.69	33.69
1106*65460*14	02	09/04/2019	16.59	10.58
1106*65460*14	02	09/04/2019	6.94	6.94
1122*65460*8	02	09/11/2019	12.00	12.00
1122*65460*8	02	09/11/2019	25.00	25.00
1122*65460*8	02	09/11/2019	12.02	12.02
1122*65460*8	02	09/11/2019	12.00	12.00
1122*65460*8	02	09/23/2019	26.35	26.35
1122*65460*8	02	09/23/2019	14.90	14.90
036-3432*65460*44	02	09/03/2019	6.46	6.46
036-3432*65460*44	02	09/03/2019	39.32	39.32
036-3432*65460*44	02	09/03/2019	5.76	5.76
036-3432*65460*44	02	09/26/2019	40.00	40.00
036-3432*65460*44	02	09/26/2019	5.76	5.76
036-3432*65460*44	02	09/26/2019	6.46	6.46
036-3432*65460*44	02	09/26/2019	39.32	39.32

61 invoices, 168 line items

12,611.61

10,389.42

036-2458*63057*7	21	09/12/2019	359.00	147.19
036-3213*63057*14	21	09/14/2019	762.00	312.42
036-3430*63057*7	21	09/03/2019	158.00	64.78
1008*63057*22	21	09/28/2019	466.00	191.06
1011*63057*37	21	08/19/2019	46.00	18.86
1073*63057*6	21	09/10/2019	236.00	96.76
1086*63057*8	21	09/09/2019	158.00	64.78
1093*63057*6	21	09/10/2019	113.00	46.33
1106*63057*10	21	09/13/2019	236.00	96.76
1143*63057*7	21	09/30/2019	236.00	96.76
1154*63057*2	21	08/01/2019	356.00	145.96
036-2815*63057*22	21	09/06/2019	236.00	96.76
036-2815*63057*22	21	08/16/2019	195.00	79.95
1007*63057*8	21	09/10/2019	158.00	64.78
1007*63057*8	21	09/13/2019	236.00	96.76
1040*63057*15	21	09/05/2019	281.00	115.21
1040*63057*15	21	09/14/2019	358.00	146.78
1096*63057*17	21	09/30/2019	236.00	96.76
1096*63057*17	21	09/26/2019	191.00	78.31
1110*63057*8	21	09/05/2019	236.00	96.76
1110*63057*8	21	09/18/2019	236.00	96.76
1159*63057*2	21	09/04/2019	281.00	115.21
1159*63057*2	21	09/05/2019	236.00	96.76
1159*63057*2	21	09/17/2019	236.00	96.76
1157*63057*1	21	09/03/2019	543.00	222.63
1157*63057*1	21	09/03/2019	236.00	96.76
1157*63057*1	21	09/18/2019	3,291.00	1,349.31
1157*63057*1	21	09/17/2019	277.00	113.57
1157*63057*1	21	09/24/2019	319.00	130.79
1107*63057*15	21	09/17/2019	236.00	96.76
1055*63057*7	21	09/17/2019	236.00	96.76
1139*63057*2	21	09/13/2019	236.00	96.76
1108*63057*6	21	09/05/2019	158.00	64.78
1108*63057*6	21	09/11/2019	277.00	113.57
1134*63057*6	21	09/04/2019	305.00	125.05

1090*63057*6	21	09/17/2019	318.00	130.38
1132*63057*6	21	09/11/2019	236.00	96.76
1151*63057*3	21	09/17/2019	158.00	64.78
1141*63057*5	21	09/11/2019	236.00	96.76
1141*63057*5	21	09/21/2019	153.00	62.73
036-2475*63057*35	21	09/13/2019	236.00	96.76
28 invoices, 41 line items			13,693.00	5,614.13
1114*63057*8	22	08/25/2019	137.00	56.17
1 invoices, 1 line items			137.00	56.17
1065*63057*6	24	08/20/2019	137.00	56.17
1107*63057*15	24	09/03/2019	1,027.00	421.07
1114*63057*8	24	09/01/2019	4,047.00	1,659.27
1114*63057*8	24	09/06/2019	781.00	320.21
1055*63057*7	24	09/02/2019	2,370.00	971.70
4 invoices, 5 line items			8,362.00	3,428.42
1139*63057*2	25	09/13/2019	1,628.00	667.48
1108*63057*6	25	09/11/2019	2,510.00	1,029.10
1134*63057*6	25	09/04/2019	2,510.00	1,029.10
3 invoices, 3 line items			6,648.00	2,725.68
1090*63057*6	27	09/17/2019	464.00	190.24
1132*63057*6	27	09/06/2019	274.00	112.34
1151*63057*3	27	09/17/2019	881.00	361.21
1141*63057*5	27	09/11/2019	2,174.00	891.34
1141*63057*5	27	09/13/2019	1,328.00	544.48
4 invoices, 5 line items			5,121.00	2,099.61
1055*63057*7	28	09/17/2019	326.00	133.66
1134*63057*6	28	09/17/2019	326.00	133.66
036-2475*63057*35	28	09/13/2019	326.00	133.66
3 invoices, 3 line items			978.00	400.98
036-2547*63615*3	31	08/05/2019	270.00	56.08
036-2815*63615*13	31	08/22/2019	270.00	56.08
036-2945*63615*2	31	07/29/2019	23.00	0.00
036-3217*63615*1	31	08/22/2019	415.00	95.54
1025*63615*8	31	08/05/2019	270.00	56.08
1096*63615*5	31	08/30/2019	415.00	95.54
1102*63615*8	31	08/20/2019	183.00	39.92
1111*63615*7	31	07/29/2019	415.00	0.00
1151*63615*2	31	07/23/2019	2,550.00	714.00
1081*63615*7	31	08/16/2019	305.00	59.99
1081*63615*7	31	08/13/2019	23.00	8.02
1081*63615*7	31	08/13/2019	415.00	95.54
1081*63615*7	31	08/16/2019	2,643.00	740.04
1011*63615*8	31	08/06/2019	63.00	22.13
1011*63615*8	31	08/06/2019	30.00	11.54
1132*63615*2	31	08/15/2019	183.00	39.92
1132*63615*2	31	08/15/2019	273.00	65.29

1143*63615*3	31	08/01/2019	110.00	26.57
1143*63615*3	31	08/15/2019	183.00	39.92
1040*63615*14	31	07/15/2019	273.00	65.29
1040*63615*14	31	07/15/2019	148.00	36.25
1040*63615*14	31	07/15/2019	183.00	39.92
1107*63615*1	31	08/29/2019	415.00	95.54
1107*63615*1	31	08/20/2019	273.00	65.29
1107*63615*1	31	08/23/2019	183.00	68.00
1008*63615*8	31	08/26/2019	415.00	95.54
1008*63615*8	31	07/31/2019	415.00	95.54
1008*63615*8	31	07/31/2019	35.00	13.15
1008*63615*8	31	07/31/2019	29.00	0.00
1144*63615*3	31	08/22/2019	270.00	56.08
1144*63615*3	31	07/11/2019	613.00	76.98
1144*63615*3	31	07/11/2019	153.00	42.66
1144*63615*3	31	07/11/2019	70.00	25.66
1128*63615*1	31	08/07/2019	273.00	65.29
1128*63615*1	31	08/14/2019	168.00	62.23
1128*63615*1	31	08/14/2019	168.00	62.23
1128*63615*1	31	08/07/2019	25.00	0.00
1128*63615*1	31	08/07/2019	25.00	0.00
1137*63615*4	31	08/16/2019	110.00	0.00
1137*63615*4	31	08/21/2019	20.00	7.06
1137*63615*4	31	07/30/2019	273.00	65.29
1137*63615*4	31	08/21/2019	20.00	7.06
1137*63615*4	31	08/21/2019	20.00	0.00
1031*63615*4	31	08/09/2019	270.00	56.08
1031*63615*4	31	08/21/2019	428.00	76.98
1031*63615*4	31	08/21/2019	920.00	125.10
1031*63615*4	31	08/21/2019	450.00	71.69
1031*63615*4	31	08/21/2019	183.00	39.92
1131*63615*2	31	08/07/2019	53.00	12.02
1131*63615*2	31	07/26/2019	53.00	0.00
1131*63615*2	31	07/26/2019	445.00	135.00
1131*63615*2	31	07/26/2019	273.00	65.29
1131*63615*2	31	07/26/2019	113.00	22.78
1131*63615*2	31	08/07/2019	148.00	20.84
1131*63615*2	31	07/16/2019	415.00	0.00

21 invoices, 55 line items

17,367.00

3,892.96

1081*63615*7	31-1	08/16/2019	960.00	610.87
1031*63615*4	31-1	08/21/2019	640.00	391.67
1031*63615*4	31-1	08/21/2019	336.00	336.00

2 invoices, 3 line items

1,936.00

1,338.54

1137*63614*6	33	08/21/2019	48,997.34	18,129.02
1151*63614*1	33	07/23/2019	52,855.65	20,613.70

2 invoices, 2 line items

101,852.99

38,742.72

036-2547*63614*3	34	08/05/2019	323.00	77.52
036-2815*63614*11	34	08/22/2019	323.00	77.52
036-3217*63614*1	34	08/22/2019	443.00	106.32
1008*63614*9	34	08/26/2019	323.00	77.52
1025*63614*8	34	08/05/2019	323.00	77.52
1031*63614*4	34	08/07/2019	323.00	77.52

1031*63614*5	34	08/09/2019	323.00	77.52
1031*63614*6	34	08/21/2019	7,274.85	1,745.96
1040*63614*12	34	08/26/2019	323.00	77.52
1081*63614*6	34	07/26/2019	312.00	74.88
1081*63614*8	34	08/16/2019	34,830.96	9,709.84
1102*63614*8	34	08/20/2019	323.00	77.52
1107*63614*2	34	08/20/2019	323.00	77.52
1111*63614*6	34	07/29/2019	323.00	0.00
1131*63614*2	34	07/16/2019	323.00	77.52
1131*63614*3	34	07/26/2019	1,211.00	290.64
1137*63614*5	34	08/16/2019	323.00	77.52
1143*63614*3	34	08/01/2019	323.00	77.52
1143*63614*4	34	08/15/2019	323.00	77.52
1144*63614*2	34	08/22/2019	323.00	77.52
1151*63614*3	34	08/06/2019	323.00	77.52
036-2945*63614*2	34	07/29/2019	443.00	0.00
036-2945*63614*2	34	07/29/2019	314.00	0.00

22 invoices, 23 line items

49,996.81

13,090.44

1140*63614*5	35	05/24/2019	1,098.00	0.00
1011*63614*7	35	08/06/2019	361.00	86.64
1011*63614*7	35	08/06/2019	341.00	81.84
1107*63614*3	35	08/23/2019	323.00	77.52
1107*63614*3	35	08/23/2019	1,828.00	438.72
1128*63614*1	35	08/07/2019	200.00	0.00
1128*63614*1	35	08/07/2019	200.00	0.00
1128*63614*1	35	08/07/2019	323.00	77.52
1128*63614*1	35	08/14/2019	1,828.00	438.72
1128*63614*1	35	08/14/2019	1,828.00	438.72
1137*63614*4	35	07/30/2019	51.00	12.22
1137*63614*4	35	07/30/2019	77.00	18.43
1137*63614*4	35	07/30/2019	412.00	98.78
1137*63614*4	35	07/30/2019	166.00	40.01
1137*63614*4	35	07/30/2019	323.00	77.52
1081*63614*7	35	08/13/2019	51.00	12.22
1081*63614*7	35	08/13/2019	60.00	14.33
1081*63614*7	35	08/13/2019	60.00	14.33
1081*63614*7	35	08/13/2019	200.00	46.93
1081*63614*7	35	08/13/2019	323.00	77.66
1081*63614*7	35	08/13/2019	314.00	76.45
1008*63614*8	35	07/31/2019	51.00	0.00
1008*63614*8	35	07/31/2019	60.00	0.00
1008*63614*8	35	07/31/2019	103.00	0.00
1008*63614*8	35	07/31/2019	129.00	0.00
1008*63614*8	35	07/31/2019	60.00	0.00
1008*63614*8	35	07/31/2019	200.00	0.00
1008*63614*8	35	07/31/2019	323.00	0.00
1008*63614*8	35	07/31/2019	107.00	0.00
1131*63614*4	35	08/07/2019	51.00	14.28
1131*63614*4	35	08/07/2019	261.00	62.64
1131*63614*4	35	08/07/2019	75.00	18.00
1131*63614*4	35	08/07/2019	39.00	9.34
1131*63614*4	35	08/07/2019	60.00	14.40
1131*63614*4	35	08/07/2019	565.00	135.60
1131*63614*4	35	08/07/2019	391.00	93.82
1131*63614*4	35	08/07/2019	162.00	38.88
1131*63614*4	35	08/07/2019	127.00	30.48
1132*63614*2	35	08/15/2019	51.00	12.24

1132*63614*2	35	08/15/2019	95.00	22.80
1132*63614*2	35	08/15/2019	264.00	63.36
1132*63614*2	35	08/15/2019	209.00	50.16
1132*63614*2	35	08/15/2019	47.00	11.28
1132*63614*2	35	08/15/2019	40.00	9.60
1132*63614*2	35	08/15/2019	44.00	10.56
1132*63614*2	35	08/15/2019	110.00	26.40
1132*63614*2	35	08/15/2019	323.00	77.52
1132*63614*2	35	08/15/2019	323.00	77.52
1151*63614*2	35	07/05/2019	51.00	12.24
1151*63614*2	35	07/05/2019	49.00	11.76
1151*63614*2	35	07/05/2019	77.00	18.48
1151*63614*2	35	07/05/2019	412.00	98.88
1151*63614*2	35	07/05/2019	166.00	39.84
1151*63614*2	35	07/05/2019	60.00	14.40
1151*63614*2	35	07/05/2019	270.00	64.80
1151*63614*2	35	07/05/2019	156.00	37.44
1151*63614*2	35	07/05/2019	164.00	39.36
1151*63614*2	35	07/05/2019	905.00	217.20
1151*63614*2	35	07/05/2019	323.00	77.52

10 invoices, 59 line items

17,270.00 3,539.36

YC14*63291*2	39	09/13/2019	85.00	85.00
YC07*13632*3	39	09/12/2019	85.00	85.00
YC07*13632*3	39	09/26/2019	85.00	85.00
YC17*13632*1	39	09/16/2019	85.00	85.00
YC17*13632*1	39	09/27/2019	85.00	85.00

3 invoices, 5 line items

425.00 425.00

036-2458*63057*8	44	08/07/2019	50.00	20.50
036-2475*63057*36	44	08/22/2019	64.00	26.24
036-2547*63057*13	44	08/08/2019	303.00	124.23
036-3217*63057*23	44	08/14/2019	140.00	57.40
036-3430*63057*8	44	08/13/2019	43.00	17.63
1049*63057*19	44	08/14/2019	74.00	30.34
1081*63057*8	44	08/04/2019	121.00	49.61
1122*63057*8	44	08/21/2019	475.00	194.75
1128*63057*7	44	08/22/2019	235.00	96.35
1131*63057*8	44	07/30/2019	40.00	16.40
1140*63057*6	44	08/05/2019	81.18	33.28
1146*63057*4	44	08/07/2019	475.00	194.75
1149*63057*5	44	08/07/2019	199.00	81.59
1149*63057*5	44	08/21/2019	40.00	16.40

13 invoices, 14 line items

2,340.18 959.47

Grand Totals

238,738.59 86,702.90

**162 invoices listed.
387 line items listed.**

Source Totals

- 02 - \$10389.42
- 21 - \$5614.13
- 22 - \$56.17
- 24 - \$3428.42
- 25 - \$2725.68
- 27 - \$2099.61
- 28 - \$400.98
- 31 - \$3892.96
- 31-1 - \$1338.54
- 33 - \$38742.72
- 34 - \$13090.44
- 35 - \$3539.36
- 39 - \$425.00
- 44 - \$959.47



Exhibit “C”

Winnie-Stowell Hospital District			
Executive Summary of Nursing Home Monthly Site Visits			
September 2019			
Facility	Operator		Comments
Park Manor of Conroe	HMG		Census: 108. Facility had their annual survey in June 2019, they received two life safety tags, both were cleared following review and POC was accepted. There were twelve reportable incidents since the last visit, the facility was not cited. The facility was well decorated for fall, both inside and outside. There were no compliance issues noticed during the visit.
Monument Hill Rehabilitation and Nursing	Regency		Census: NA. The facility had their annual survey in May 2019. There were no reportable incidents since the last visit. The facility is undergoing a major remodel, during the visit workers were pulling furniture out of resident's rooms so they could repaint the rooms. The facility was lucky that there was no damage from Hurricane Imelda, the staff did a great job taking care of their residents while the flooding was limiting the services available to them.
The Woodlands	Regency		Census: 168. The facility had their annual survey in March 2019, the POC was accepted by the state. The state came in on two separate occasions for complaint surveys, the facility was not cited for any deficiencies. There were eleven reportable incidents since the last visit, only one was substantiated and the facility was not cited for it. The facility is getting repainted, this has staff and residents moving rooms to accommodate.

August 2019			
Facility	Operator		Comments
Garrison Nursing and Rehabilitation	Caring Healthcare		Census: 83. The facility had their annual survey in July 2019, they received one tag for infection control, their POC was accepted by the state. There were no reportable incidents since the last visit. The facility presents well, with rocking chairs and seasonal flowers surrounding the front entrance. There were no compliance issues noticed during the visit.

Golden Villa	Caring Healthcare		Census: 94. Facility had their annual survey in February 2019, they received only minor tags and their POC was accepted by the state. There were three reportable incidents since the last visit, all were for injury with unknown origin. The renovation on the dining room has been completed, the room looks much nicer especially the floors.
Marshall Manor Nursing and Rehabilitation Center	Caring Healthcare		Census: 115. The facility had their annual survey in August 2019, the facility has not gotten the full report yet but are expecting a few tags. There were no reportable incidents since the last visit. The facility has promoted their RN supervisor to DON, she is very well liked at the facility. This building has a star rating of 5 and quality measures of 5.
Marshall Manor West	Caring Healthcare		Census: 67. Facility had their annual survey in February 2019, their POC was accepted by the state. There were four reportable incidents since the last visit, all have been cleared. The facility does a great job getting the residents out of the facility, residents had just come back from a boat trip in Shreveport. There were no compliance issues noticed during the visit.
Rose Haven Retreat	Caring Healthcare		Census: 53. Facility had their annual survey in May 2019, they have submitted their POC to the state for review. There were five reportable incidents since the last visit, the facility was not cited. The administrator is working on an employee retention program, she has sought help from the local workforce commission. The dietary manager was out for a month, the kitchen is going to need some work when they get back.
Park Manor of Quail Valley	HMG		Census: 98. Facility had their annual survey in January 2019, their POC was accepted by the state. There were two complaint surveys, the facility was cleared in both. One reportable incident since the last visit, the facility was not cited. The housekeeping department is doing a wonderful job keeping the facility looking nice. All residents looked clean and well looked after.



Executive Summary
Monthly Site Visits Reports
September 2019

CONTACT

Kimberley Weathers, Administrator
Ramona Cain, RN, DON
Tamika Wilson, ADON

FACILITY

Park Manor Conroe is a 125-bed facility with a current CMS overall star rating of 3 and a Quality Measures rating of 4. The census reported on the date of this visit was 108: Private Pay- 6, HMO- 14, Medicare- 18, Medicaid- 61, and Hospice- 2 which adds to 101.

Kimberley Weathers introduced herself and provided the clinical information. Tamika Wilson, the ADON, provided the tour of the facility. Landscaping was well maintained and many bird feeders were alongside resident windows. The patio furniture in the front presented nicely but a few of the seat cushions were faded and worn looking. The display of fall greeted you before entrance and was outstanding. The activity director had placed hay with scarecrows and fall flowers in the hay which was a great visual display. Music was overheard too upon entering the lobby.

Upon entering the lobby to the left was a gentleman working on the piano that plays music on it's on. The piano started to play and many residents looked up to hear the music with smiles on their faces. The survey binder was available upon request from the receptionist. The lobby was furnished nicely and the continuation of fall decorations were throughout the community. Beautiful paintings were noticed in the lobby and around the walls of the nurses' station. The consultant was told a resident, who had recently passed away, painted them. Observation of a dominoes game partaking in the corner of the front area by a few residents and a family member was going on and they seemed having a good time with smiles on their faces.

Daily staff postings were current and medication carts were locked. The calendar was posted and timing showed in room visitation. Observation made of the assistant activity director in a resident's room talking to her and then bringing her out to eat lunch.

Wing 200's oxygen storage room had everything stored in rightful canisters. The new carpet from January of 2019 was well taken care of by environmental services. Resident rooms looked good and no safety issues were noted.

Wing 100's shower room was secured, clean and no items out. Walking the hallway, observation of an ice scooper in its rightful bag was carried out. Ice chest was clean with ice still in it. Linen cart

was good and did not have other unnecessary items on it. Housekeeping carts were secured. Residents seemed content with smiles on their faces.

SURVEY

The facility's annual survey on 6/26/19 resulted in 0 health deficiencies and 2 life safety code deficiency. Life Safety Code deficiencies were resolved and POC was accepted per report.

REPORTABLE INCIDENTS

There were 12 self-reports during June/July/August. The state had just been at their building yesterday and no deficiencies were cited.

CLINICAL TRENDING

Incidents/Falls:

During June/July/August 2019, there were 69 falls without injury, 7 falls with injury, 27 skin tears, 3 elopements, 7 fractures, 4 bruises, 0 lacerations, 4 behaviors, and 0 others.

Infection Control:

Facility reported 63 total infections for June/July/August 2019– 52 UTIs, 2 URIs, 6 GI tract infections, 3 genital infections, and 0 others.

Weight loss:

During June/July/August, 20 residents experienced weight loss. 9 residents had 5-10% weight loss in 1 month and 11 residents had > 10% weight loss in 6 months.

Pressure Ulcers:

During June/July/August 2019, the facility reported 10 residents with 23 pressure ulcer sites, 1 of which were acquired in-house.

Restraints:



Park Manor reported no restraints during the reporting period.

Staffing:

Currently, Park Manor has open positions for 1 10 pm-6 am RN, 1 10 pm-6 am LVN, 2 6am-2pm C.N.A. openings, 3 2pm-10pm C.N.A. openings, and 3- 10pm-6am C.N.A. openings. One medication aide for other is needed as well.

Quality Indicators (Casper) from June/July/August 2019				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	5.2%	9.0%	11.4%	
New/Worsened Pressure Ulcers (S)	0.0%	0%	0%	
New Psychoactive Med Use (S)	1.4%	2.1%	1.9%	
Fall w/Major Injury (L)	0.0%	3.6%	3.6%	
UTI (L)	2.7%	2.4%	2.8%	
Self-Reported Mod/Sev Pain (L)	1.6%	4.7%	6.2%	
High risk with pressure ulcers (L)	3.8%	8.8%	8.4%	
Loss of Bowel/Bladder Control(L)	72.5%	51.1%	48.3%	MDS is working with Therapy in BB plan.
Catheter(L)	1.4%	2.2%	2.4%	
Physical restraint(L)	0%	0.1%	0.2%	
Increased ADL Assistance(L)	10.3%	17.5%	14.8%	



Park Manor of Conroe
 1600 Grand Lake Dr., Conroe, TX 77082 Site Visit:
 9/25/2019

Excessive Weight Loss(L)	0.0%	4.9%	6.1%	
Depressive symptoms(L)	0.0%	2.7%	4.9%	
Antipsychotic medication (L)	17.4%	12.4%	14.4%	

QIPP Component 1 Quality Metric for June/July/August 2019				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report	6/19/19	6/19/19	Y	
	7/18/19	7/18/19	Y	
	8/14/19	8/14/19	Y	

QIPP Component 2 (Modest) Quality Metrics for June/July/August 2019					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	0.0%	3.6%	0.0%	Y	

High Risk W/Pressure Ulcers	3.8%	8.8%	3.8%	Y	
Physical restraints	0.0%	0%	0%	Y	
Antipsychotic medication	17.4%	23.7%	17.4%	Y	

QIPP Component 3 (High) Quality Metrics June/July/August 2019					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	0.0%	3.6%	0.0%	Y	
High Risk W/Pressure Ulcers	3.8%	8.8%	3.8%	Y	
Physical restraints	0.0%	0%	0%	Y	
Antipsychotic medication	17.4%	23.7%	17.4%	Y	



Park Manor of Conroe
 1600 Grand Lake Dr., Conroe, TX 77082 Site Visit:
 9/25/2019

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
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

Shawn Gallet- Administrator
Karen Wallace – ADON interim

FACILITY

Spindletop Hill is a 148-bed facility, with a 1-Star Quality rating overall and a 1-Star rating in Quality Measures. Census on the day of the visit was 106. Outside landscaping was kept up and attractive. No cigarette butts were observed nor trash in observation. Misty Cart, the receptionist, welcomed consultant and requested administrator for tour. There was a hint of a musty smell in the lobby. Ms. Cart was very nice and explained she was affected by the flooding with her own home and was unable to leave. Luckily, the water subsided and no damage to her home occurred unlike Hurricane Harvey, where she and family lost everything.

Mr. Gallet was on a conference call so Ms. Wallace, the ADON sitting in as the DON, provided the tour. Ms. Wallace was very cordial and helpful during the tour. The facility is undergoing a remodeling and the updates are making an improved difference in appearance. Postings were current and soon would be placed in their new display case. New flooring had been laid down in parts of the building which looked great. Workers were in some of the resident rooms moving out furniture so they could paint them. Ms. Wallace stated it was challenging with moving some of the residents around but most were happy with the improvements.

The community did not suffer any damages from Hurricane Imelda as far as Ms. Wallace knew but staffing was an issue at first. Ms. Wallace explained that staff with trucks actually picked up many of their employees so that residents would be taken care of to the best of their ability. Ms. Wallace mentioned making calls to Omnicare early enough to receive needed supply of medicines and those on dialysis immediately went the follow day after it was safe to take them. Ms. Wallace stated their administrator walked to the facility in waist deep water to come in and staff worked 36 hours straight to care for their residents. It was very touching and real to hear the authenticity of dedication these employees had for those who lived at Spindletop Hill; amazing team work effort.

Station 2 Hallway and the Transitional Care Unit looked beautiful with the new flooring and paint. Many items were pulled off the wall still during the tour due to wet paint. Everything seemed neat and orderly with no safety hazards in the way. Residents were eating in the dining room and what they were having for lunch correlated with the substitution offering. It was noticed that most of the colors on the plate were white in color (mashed potatoes, turkey, white bread and vegetables with cauliflower and a little bit of green beans) but the residents seemed to really enjoy their food.

Fire Extinguishers were updated and the administrator's dog, Max walked by in the hallway. Max is a sweet, mild manner lab who was friendly and greeted some of the residents. The smiles on the faces of the residents in contact with Max were priceless; you could tell they loved Max.

The rooms in Memory Care are only for female residents. No safety concerns were identified.

SURVEY

Spindletop Hill had their last survey in May of 2019. Ms. Wallace stated she would need to get back with me for the specifics as the binder was also placed in a different area due to remodeling.

REPORTABLE INCIDENTS

Information not received.

CLINICAL TRENDING

Incident Reporting:

Information not received.

Infections:

Information not received.

Pressure Ulcers:

Information not received.

Weight Loss:

Information not received.

Restraints:

Information not received.

Staffing:

Information not received.



Spindletop Hill- Beaumont
1020 23rd St., Beaumont, Texas 77707

Site Visit: 9/24/2019

Quality Indicators -CASPER Report June/July/August 2019

Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)				Information not provided.
New/Worsened Pressure Ulcers (S)				
New Psychoactive Med Use (S)				
Fall w/Major Injury (L)				
UTI (L)				
Self-Reported Mod/Sev Pain (L)				
High risk with pressure ulcers (L)				
Loss of Bowel/Bladder Control(L)				
Catheter(L)				
Physical restraint(L)				
Increased ADL Assistance(L)				
Excessive Weight Loss(L)				
Depressive symptoms(L)				
Antipsychotic medication (L)				

QIPP Component 1 Quality Metric -June/July/August 2019

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



QAPI Validation Report				Information not provided.
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QIPP Component 2 (Modest) Quality Metrics for June/July/August 2019					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury					Information not provided.
High Risk W/Pressure Ulcers					
Physical restraints					
Antipsychotic medication					

QIPP Component 3 (High) Quality Metrics for June/July/August 2019					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury					Information not provided.
High Risk W/Pressure Ulcers					
Physical restraints					
Antipsychotic medication					

CONTACT

Catherine Pyle, Administrator
Director of Nursing-Regional as Interim
Lisa Hufschmidt, Clinical Liaison

FACILITY

The Woodlands is a 214-bed facility with a 3-star rating overall and a 4-star rating on Quality Measures. The census on date of visit reported: Total- 168: Private Pay- 6, Medicaid- 17, Medicare- 11, HMO- 15, and Hospice- 9, VA- 14. A typo only showing 17 for Medicaid census seems to be an error.

The outside grounds of the property were landscaped beautifully. A few cigarette butts were observed but overall, looked good. The cover to protect resident and families being dropped off at the circled driveway was absolutely stunning with wood inlay underneath. The foyer upon entrance was grand with plenty of light and beautifully laid out furniture to compliment the large room. The survey binder was easily accessible to the right upon entering next to the concierge's desk. The grand room lead out to the patio area for families to enjoy and a fountain that was well maintained was in the center of the courtyard. The patio area was clean and no signs of trash.

Lisa Hufschmidt, Clinical Liaison, provided the tour. Remodeling was still in progress as paint signs were posted throughout and various items on the floor. This did not appear to pose any safety concerns as everything seemed to be put up in a neat and orderly fashion. The dining room had been recently painted and new light fixtures had been added. The dining room also provided a view of the courtyard, which was pleasant to see. Consultant asked one of the residents how she liked her lunch and the response was positive. She said the chicken and dumplings were wonderful and everything she had so far was delicious.

The Rehab Department was in the middle of remodeling as well. The Program Manager's office was being painted so medical records were off to the side of the room. Ms. Hufschmidt stated it was temporary and soon would be back in the office, secured. Texturing of walls were currently being observed and railings were also being updated. Med Carts throughout hallways were secured.

The activity calendar was down as workers were also painting the walls. The calendar showed a variety of activities that seemed most appropriate.

Traditions Memory Care had two med carts unlocked. It was brought up during the tour and when coming back was still not secured. Consultant brought it up again and the nurse behind the nurses'

station got up to resolve the immediate issue. Residents looked appropriately dressed and smiled at consultant upon entering. Residents were busy in activities which corresponded to the calendar. The walls needed painting as they were scuffed up but was reassured that this item was on the project list of things to do.

SURVEY

The annual survey concluded on 3/22/19. The Woodlands were cited for 3 Health deficiencies (resident assessment, and two in pharmacy) and 3 citations under Life Safety Code (egress stop sign on exit door, direct airflow and corridor not latching). POC accepted & cleared. State came in the building on complaints on June 20th in which all were unsubstantiated except for deficiencies cited for F579 and F582 tag. The state came in on July 31st through August 1st in which all complaints were unsubstantiated except for Injury of Unknown Origin which was substantiated but not cited. Lastly, on August 28-29, the state came in on complaints in which all were cleared and unsubstantiated.

REPORTABLE INCIDENTS

The Woodlands self-reported: 4 in June- allegations of neglect (all unsub); 5 in July- allegations of injury of unknown origin (sub/not cited); neglect (unsub); abuse (not cited); neglect (unsub); pharmacy services (unsub). Lastly, 2 in August- both for neglect in which all were unsubstantiated.

CLINICAL TRENDING

Falls:

During June/July/August 2019, there were 48 falls with no injury, 24 falls with injury, 2 skin tears, 1 fracture, 1 bruise, 0 lacerations, and 1 behavior.

Infections:

During June/July/August 2019, the facility reported a total of 30 infections: 13 with UTI's; 8 with URI's; 5 GI's.

Restraints:

During June/July/August 2019, the facility did not utilize restraints or side rails.

Pressure Ulcers:

During June/July/August 2019, 12 residents had pressure ulcers with 13 sites. Of these, 10 were acquired in house.

Weight Loss:

During June/July/August of 2019, (9) total residents had weight lost in which (5) had 5-10% loss and 0 >10% loss in 6 months.

Staffing:

The facility has: 1 LVN 6am-2pm opening, 1 LVN 10 pm-6 am opening; 3 C.N.A. 6am-2pm openings, 9 C.N.A. 2pm-10pm openings, and 3 C.N.A. 10pm-6am openings.

Quality Indicators from CASPER Report for June/July/August2019				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)	7.4%	9.0%	11.4%	
New/Worsened Pressure Ulcers (S)	0%	0%	0%	
New Psychoactive Med Use (S)	1.9%	2.1%	1.9%	
Fall w/Major Injury (L)	3.6%	3.6%	3.6%	
UTI (L)	0%	2.4%	2.8%	
Self-Reported Mod/Sev Pain (L)	0.9%	4.7%	6.2%	
High risk with pressure ulcers (L)	9.6%	8.8%	8.4%	
Loss of Bowel/Bladder Control(L)	42.9%	51.1%	48.3%	
Catheter(L)	3.0%	2.2%	2.4%	
Physical restraint(L)	0%	0.1%	.2%	

Increased ADL Assistance(L)	15.1%	17.5%	14.8%	
Excessive Weight Loss(L)	6.6%	4.9%	6.1%	PIP in place
Depressive symptoms(L)	0.8%	2.7%	4.9%	
Antipsychotic medication (L)	12.3%	12.4%	14.4%	

QIPP Component 1 Quality Metric for June/July/August 2019				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report	6/20/19	6/25/19	Y	
	7/22/19	7/25/19	Y	
	8/16/19	8/25/19	Y	

QIPP Component 2 (Modest) Quality Metrics for June/July/August 2019					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.6%	3.6%	3.6%	Y	
High Risk W/Pressure Ulcers	5.0%	6.6%	8.4%	N	PIP in place
Physical restraints	.0%	.0%	0%	Y	
Antipsychotic medication	12.4%	12.4%	12.3%	Y	

QIPP Component 3 (High) Quality Metrics for June/July/August 2019					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury	3.6%	3.6%	3.6%	Y	
High Risk W/Pressure Ulcers	5.0%	6.6%	8.4%	N	PIP in place
Physical restraints	.0%	.0%	0%	Y	
Antipsychotic medication	12.4%	12.4%	12.3%	Y	

Exhibit “D”

	2018					2019											
Census	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Texas Average		
ER Visits	234	211	233	217	223	240	183	202	206	198	215	226	202	185			
Conversion to Inpatient/observation	17	20	18	19	17	20	15	10	10	9	10	9	17	4			
<i>Percentage</i>	7%	9%	8%	9%	8%	8%	8%	5%	5%	5%	5%	4%	8%	2%			
Transferred out	22	16	13	20	18	16	12	15	11	11	12	10	10	10			
<i>Percentage</i>	9%	8%	6%	9%	8%	7%	7%	7%	5%	6%	6%	4%	5%	5%			
ER shifts covered by doctors	0%	40%	45%	65%	72%	55%	61%	63%	78%	92%	77%	74%	76%	100%			
Average Inpatient days per day	1.61	1.50	3.61	2.60	2.45	1.68	2.71	1.61	2.33	1.90	1.37	3.32	3.29	2.33	1.63		
CTs	75	82	74	71	52	52	35	45	57	46	63	74	79	25			
Xrays	286	253	295	235	245	257	266	244	239	250	218	294	314	149			
Ultrasounds	41	34	39	30	32	18	33	28	28	28	23	45	43	18			
Encounters - Adult Clinic	653	614	789	606	602	673	643	618	635	616	525	557	617	469			
Encounters - Pediatric Clinic	323	331	425	276	284	334	346	320	341	287	217	235	250	236			
Behavioral Health patients	78	79	74	65	67	74	76	73	75	75	69	63	60	56			
Physical Therapy	5	6	7	6	10	8	3	4	6	5	7	9	7	8			

Exhibit “E-1”

Hubert Oxford IV

From: Gavin Gadberry <Gavin.Gadberry@uwlaw.com>
Sent: Friday, October 11, 2019 4:05 PM
To: Hubert Oxford IV
Cc: Gary Klein
Subject: RE: Marshall Manor Fine and Conflicts of Interest Letter
Attachments: 3rd CMS letter.pdf; 2019.09.24 C MM re TxHHSC Admin Penalty Notice.pdf

Hubert,

There needs to be a bit of clarification. The survey resulted in CMS imposing a Civil Money Penalty (CMP) of \$174,415. See attached CMS Letter dated September 26, 2019. Gary asked me to prepare a waiver of the right to hearing in order to have the total penalty reduced by 35%. This will result in a CMP of \$113,369.75. The deadline to waive or appeal is October 28, 2019. Under federal regulations, CMS will collect (escrow) the CMP regardless of whether the case is on appeal. Given the high risk of the federal appeal (providers are successful less than 5% of the time), Gary believes taking the reduction is the best avenue considering the facts related to the survey.

HHSC has also *proposed* an administrative penalty for various violations as you have outlined below. As indicated in the September 17, 2019 letter from HHSC, a formal notice of imposition of administrative penalty will be sent which provides a right to a hearing to contest the penalty. See page 5 of the HHSC Letter dated September 17, 2019. The formal notice will provide appeal rights, which will require an appeal to be filed within 15 days of receipt of the letter. Make sure Sherrie is getting you copies of any notices sent directly to the Hospital District. Unlike federal CMPs, HHSC does not have the right to collect the administrative penalty until a facility has exhausted its appeal rights.

The “double dipping” prohibition you referenced is found at Tex. Health & Safety Code 242.070:

The department may not assess more than one monetary penalty under this chapter and Chapter 32, Human Resources Code, for a violation arising out of the same act or failure to act, except as provided by Section 242.0665(c). The department may assess the greater of a monetary penalty under this chapter or a monetary penalty under Chapter 32, Human Resources Code, for the same act or failure to act.

This provision has been interpreted by HHSC to only apply where HHSC “recommends” to CMS a CMP. With Marshall Manor, the only federal remedy recommended to CMS by HHSC was termination of the provider agreement. HHSC also proposed the state administrative penalty.

You are correct that I have not seen CMPs and administrative penalties being imposed at these levels until recently. My office is currently working on at least 5 cases that have been referred to us recently that involve both CMPs and administrative penalties well over \$100,000.

The example I provided you was a facility that received a federal CMP of approximately \$600,000 that we were successful in getting reduced to approximately \$200,000. HHSC also imposed an administrative penalty of almost \$100,000 that we are working to have settled for around \$30,000.

I hope this provides the clarification you were needing. Let me know if you have any other questions.

Gavin J. Gadberry
Shareholder

UNDERWOOD

AMARILLO | AUSTIN | FT. WORTH | LUBBOCK | PAMPA
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Amarillo, Texas 79101
Office (806) 379-0329
Fax (806) 379-0316
e-mail: Gavin.Gadberry@uwlaw.com

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From: Hubert Oxford IV <hoxfordiv@benoxford.com>
Sent: Friday, October 11, 2019 11:08 AM
To: 'murrelledward@yahoo.com' <murrelledward@yahoo.com>; 'rollojer@yahoo.com' <rollojer@yahoo.com>; 'anthony@stramecki.com' <anthony@stramecki.com>; Bobby Way <bobw1212@aol.com>; 'espinosa307@yahoo.com' <espinosa307@yahoo.com>
Cc: Gavin Gadberry <Gavin.Gadberry@uwlaw.com>; 'sherrie@wshd-tx.com' <sherrie@wshd-tx.com>; Todd Biederman <todd.biederman@newlighthealthcare.com>; David Smith <david.smith@newlighthealthcare.com>; Chris Rutledge <chris.rutledge@newlighthealthcare.com>; Lee Hughes <lee.hughes@newlighthealthcare.com>; Charice Finch <charice.finch@newlighthealthcare.com>
Subject: Marshall Manor Fine and Conflicts of Interest Letter

All,

At the risk of giving everyone a heart attack, I wanted to bring to your attention something that is going to be on the agenda for next week's meeting. With this said, I understand everyone's dislike for surprises and perhaps I should have brought this to your attention sooner but quite frankly, between the storm and it just getting caught up in all the other routine e-mails, I did not catch the problem.

Problem: According to Caring Healthcare, our Marshall Manor facility had a 102 year old patient who had wounds and high sugar. THHSC (i.e., Health and Human Services Commission) thought the patient should have been sent to hospital but she wasn't. Therefore, THHSC decided go back for month and assess fines for various things on a daily basis. The total fines by the state are \$372,750.00. (See below). In addition, CMS issued an administrative fine of \$175,000.00.

****PER OUR MANAGEMENT AGREEMENT, CARING HEALTHCARE IS OBLIGATED TO PAY ANY FINES and ARE DOING SO.****

Marshall Manor-THSC Fines					
Penalty	Start	Stop	Number of Days	Daily Fine Amount	Total F
Abuse	07 18 19	08 01 19	14	\$4,500.00	\$63,000
Abuse	08 02 19	08 05 19	3	\$1,250.00	\$3,750.
Quality of Care	07 18 19	08 01 19	14	\$6,000.00	\$84,000
Quality of Care	08 02 19	08 05 19	3	\$2,000.00	\$6,000.
Pressure Scores	07 15 19	08 01 19	17	\$6,000.00	\$102,000
Pressure Scores	08 02 19	08 05 19	3	\$2,000.00	\$6,000.
Physician Services	07 15 19	08 01 19	17	\$6,000.00	\$102,000
Physician Services	08 02 19	08 05 19	3	\$2,000.00	\$6,000.
				\$29,750.00	\$372,750

Purpose of Conflict's Letter: Gavin Gadberry is a lawyer in Amarillo who has been very involved with nursing homes, QIPP, and Hospital Districts. Gavin also works in Austin to assist nursing home with legislative and administrative matters. Moreover, he represents HMG in all of their transactions. Gavin was referred to Caring Healthcare to assist with trying to get these fines reduced. However, since the facility is in the District's name, Gavin needs your approval of the attached conflicts letter because he is actually going to be representing the District but this creates a conflict due to the fact that he also represents HMG. Caring Healthcare is paying Gavin's fees for this matter. I strongly recommend that you approve Gavin's request. He is exactly, who I would recommend.

Recent Developments with Fines: In talking to Gavin about this, Gavin explained that until very recently, when nursing homes were fined, the fines were issued by CMS. As a result, the State of Texas could not issue fines because it would be double jeopardy. In the past, we have received notices of the penalties but the amount of the penalties were far less than this amount.

However, as of late, the State and CMS have begun utilizing a different system in which CMS issues an administrative penalty so that the State could issue a fine. For some reason, the fines issued by the State are exponentially larger than the previous fines issued. In the past couple of months, Gavin explained that he was hired by a nursing facility that was given a \$600,000.00 fine by the State. After working with the State, he was able to get the fine reduced to \$200,000.00. Therefore, he is optimistic he can get this fine reduced, especially, since Caring Healthcare has done the work to remedy the problems.

*Gavin, if this not correct, will you send me an e-mail with corrections so that I can update the Board.

As you can see from the attached CMS Five Star rating document, Marshall Manor is actually a five star facility. This is very unlike Marshall Manor as they have also been a high achiever in the QIPP program. We are updating the numbers now so that we can show you their success in QIPP at the meeting.

Lastly, LTC did mention this issue in their August summary that was presented at the last meeting. See page 10 of 23 in the attached report. Given that these changes are so new but are so drastic, I have asked the LTC to begin watching out for these matter a little more closely, as we need to do as well, and to bring any issues like this to our attention immediately so that we can make sure nothing slips by us again.

In any event, we can discuss this more at the meeting but we wanted to bring this to you attention now because I should have brought it to your attention on the 24th of September 2019 when Sherrie sent me the notice. Rest assured, lesson learned.

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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Medicare.gov | Nursing Home Compare

The Official U.S. Government Site for Medicare

General information

MARSHALL MANOR NURSING & REHABILITATION CENTER







Overall rating  5 out of 5 stars
:Much Above Average

[Learn more about the overall star ratings](#)

1007 S WASHINGTON AVE
MARSHALL, TX 75670
(903) 935-7971




Nursing home information

- ◆ 169 certified beds 
- ◆ Participates in  Medicare and Medicaid
- ◆ Automatic sprinkler systems in all required areas  :Yes
- ◆ Not in a Continuing Care Retirement Community (CCRC) 
- ◆ Not in a hospital 
- ◆ Resident council only 




[Learn why these characteristics and services are important](#)

Ownership information

- ◆ Ownership  : Government - Hospital district
- ◆ Legal business name: WINNIE-STOWELL HOSPITAL DISTRICT

[Get more ownership information](#)

Star rating categories

Health inspection rating 	5 out of 5 stars Much Above Average
Staffing rating 	3 out of 5 stars Average
Quality measures rating 	5 out of 5 stars Much Above Average

Health inspections




MARSHALL MANOR NURSING & REHABILITATION CENTER

Overall rating  5 out of 5 stars
Much Above Average

Health inspections

This page of Nursing Home Compare reports information about a nursing home's health inspections, complaints files and any resulting citations. Nursing homes that are certified by Medicare and Medicaid are inspected each year. Health care professionals inspect each nursing home and look for any health and safety citations. [Learn more.](#)

The [health inspection star rating](#) is based on each active provider's current health inspection survey and the 2 prior surveys, as well as findings from the most recent 3 years of complaints information and inspection revisits.

MARSHALL MANOR NURSING & REHABILITATION CENTER	
Health Inspection rating 	5 out of 5 stars Much Above Average
Date of most recent health inspection	06/28/2018 View full report
➤ Total number of health citations	1
Average number of health citations in Texas	7.0
Average number of health citations in the U.S.	8.1
Date(s) of complaint inspection(s) between 9/1/2018 - 8/31/2019	No Complaint Inspections
Number of complaints in the past 3 years that resulted in a citation 	0
Number of times in the past 3 years a facility-reported issue resulted in a citation 	0
View all health inspection details	View all health inspection, complaint, and facility-reported issue details

Fire safety inspections

MARSHALL MANOR NURSING & REHABILITATION CENTER

Overall rating  5 out of 5 stars
:Much Above Average



[Learn more about the overall star ratings](#)

Fire safety inspections

MARSHALL, TX 75670

Nursing homes that are certified by Medicare and/or Medicaid must meet standards set by the government to ensure residents are safe. Fire safety specialists inspect nursing homes to determine if a nursing home meets the Life Safety Code (LSC) requirements, a set of fire safety and emergency preparedness requirements set by the Centers for Medicare & Medicaid Services (CMS). These requirements are aimed at preventing fires, or protecting residents in the event of an emergency like a fire, hurricane, tornado, flood, power failure, or gas leak.

[Learn more about fire inspections.](#)

	undefined
Automatic Sprinkler Systems in All Required Areas 	Yes
Date of most recent standard fire safety inspection	06/26/2018
Total number of fire safety citations 	3
Average number of fire safety citations in TX	3.1
Average number of fire safety citations in the U.S.	3.0
See all fire safety inspection details	View all fire safety inspections

Staffing

MARSHALL MANOR NURSING & REHABILITATION CENTER

Overall rating  5 out of 5 stars
:Much Above Average

[Learn more about the overall star ratings](#)

Staffing



Higher staffing levels in a nursing home may mean higher quality of care for residents. This section provides information about the different types of nursing home staff and the average amount of time per resident that they spend providing care.

- ◆ [Get more information about the staffing measures](#)
- ◆ [Get more information about how to read the staffing chart](#)

Staffing

The information in this section includes registered nurses (RN), licensed practical/vocational nurses (LPN/LVN), nurse aides, and physical therapists (PT). Physical therapists aren't included in the "all staffing" star rating.

The "staffing" star rating takes into account that some nursing homes have sicker residents and may therefore need more staff than other nursing homes whose residents aren't as sick.

	MARSHALL MANOR NURSING & REHABILITATION CENTER	TEXAS AVERAGE	NATIONAL AVERAGE
Staffing rating	3 out of 5 stars Average		
Average number of residents per day	121.8	76.9	86.1
Total number of licensed nurse staff hours per resident per day	1 hour and 34 minutes	1 hour and 25 minutes	1 hour and 34 minutes
RN hours per resident per day	26 minutes	23 minutes	41 minutes
LPN/LVN hours per resident per day	1 hour and 8 minutes	1 hour and 2 minutes	53 minutes
Nurse aide hours per resident per day 	2 hours and 37 minutes	2 hours	2 hours and 17 minutes
Physical therapist staff hours per resident per day 	1 minute	4 minutes	5 minutes

Registered Nurse (RN) staffing only

Registered nurses (RNs) are licensed healthcare professionals who are responsible for the coordination, management and overall delivery of care to the residents. Some nursing home residents who are sicker than others may require a greater level of care, and nursing homes that have more RN staff may be better able to meet the needs of those residents.

Registered Nurse (RN) staffing rating	2 out of 5 stars Below Average		
Average number of residents per day	121.8	76.9	86.1
RN hours per resident per day	26 minutes	23 minutes	41 minutes

Quality of resident care

MARSHALL MANOR NURSING & REHABILITATION CENTER

Overall rating  5 out of 5 stars
Much Above Average

[Learn more about the overall star ratings](#)

Quality of resident care

Nursing homes that are certified by [Medicare](#) and [Medicaid](#) regularly report clinical information for each of their residents to the Centers for Medicare & Medicaid Services (CMS). For short-stay and long-stay resident quality measures, CMS assigns nursing homes a quality of resident care star rating based on their performance on 16 measures. These, and other measures reflect, on average, how well nursing homes care for their residents. Information is listed for 2 groups of residents:

- ◆ Short-stay residents - those who spent 100 days or less in a nursing home or residents covered under the [Medicare Part A Skilled Nursing Facility \(SNF\) benefit](#)
- ◆ Long-stay residents - those who spent over 100 days in a nursing home

[Learn more about what quality of resident care information can tell you about a nursing home](#)

Quality of resident care 

5 out of 5 stars
Much Above Average


Short-stay quality of resident care 

3 out of 5 stars
Average



▼ **Short-stay residents**

- ◆ [Learn why these short-stay measures are important](#)
- ◆ [Current data collection period](#)

	MARSHALL MANOR NURSING & REHABILITATION CENTER	TEXAS AVERAGE	NATIONAL AVERAGE
--	--	---------------	------------------

Short-stay quality of resident care 	3 out of 5 stars		
	MARSHALL Average MANOR NURSING & REHABILITATION CENTER	TEXAS AVERAGE	NATIONAL AVERAGE

Short-stay quality of resident care 	3 out of 5 stars Average		
--	------------------------------------	--	--

Measures used to calculate the star rating - Short-stay residents			
Percentage of short-stay residents who were re-hospitalized after a nursing home admission. <i>Lower percentages are better.</i>	25.1%	23.3%	22.3%
Percentage of short-stay residents who have had an outpatient emergency department visit. <i>Lower percentages are better.</i>	9.2%	11.1%	10.7%
Percentage of short-stay residents who got antipsychotic medication for the first time.  <i>Lower percentages are better.</i>	4.5%	2.1%	1.8%
Percentage of SNF residents with pressure ulcers that are new or worsened.  <i>Lower percentages are better.</i>	0.0%	NOT AVAILABLE	1.6%
Percentage of short-stay residents who report moderate to severe pain. <i>Lower percentages are better.</i>	18.3%	9.5%	12.0%

	MARSHALL MANOR NURSING & REHABILITATION CENTER	TEXAS AVERAGE	NATIONAL AVERAGE
--	--	------------------	---------------------

3 out of 5 stars
Average

Short-stay quality of resident care ⓘ

<p>Percentage of short-stay residents who improved in their ability to move around on their own.</p> <p>ⓘ <i>Higher percentages are better.</i></p>	74.2%	60.5%	67.1%
--	-------	-------	-------

Flu and pneumonia prevention measures - Short-stay residents

<p>Percentage of short-stay residents who needed and got a flu shot for the current flu season.</p> <p><i>Higher percentages are better.</i></p>	95.7%	79.5%	82.5%
<p>Percentage of short-stay residents who needed and got a vaccine to prevent pneumonia.</p> <p><i>Higher percentages are better.</i></p>	93.4%	81.8%	83.3%

Additional quality measures - Short-stay residents ⓘ

<p>Percentage of SNF residents who experience one or more falls with major injury during their SNF stay.</p> <p><i>Lower percentages are better.</i></p>	0.0%	NOT AVAILABLE	0.9%
---	------	---------------	------

	MARSHALL MANOR NURSING & REHABILITATION CENTER	TEXAS AVERAGE	NATIONAL AVERAGE
--	--	------------------	---------------------

3 out of 5 stars
Average

Short-stay quality of resident care ⓘ

<p>Percentage of SNF residents whose functional abilities were assessed and functional goals were included in their treatment plan. ⓘ <i>Higher percentages are better.</i></p>	98.0%	NOT AVAILABLE	96.8%
<p>Rate of successful return to home and community from a SNF. ⓘ <i>Higher rates are better.</i></p>	Worse than the National Rate	NOT AVAILABLE	48.6%
<p>Rate of potentially preventable hospital readmissions 30 days after discharge from a SNF. <i>Lower rates are better.</i></p>	Not Available ¹⁶	NOT AVAILABLE	Not Available ¹⁶
<p>Medicare Spending Per Beneficiary (MSPB) for residents in SNFs. ⓘ <i>Displayed as a ratio.</i></p>	1.20	NOT AVAILABLE	1.01


5 out of 5 stars
Much Above Average

Long-stay quality of resident care ⓘ

▼ Long-stay residents



- ◆ [Learn why these long-stay measures are important](#)
- ◆ [Current data collection period](#)

	MARSHALL MANOR NURSING & REHABILITATION CENTER	TEXAS AVERAGE	NATIONAL AVERAGE
--	--	------------------	---------------------

Long-stay quality of
resident care 

5 out of 5 stars
**Much Above
Average**

Measures used to calculate the star rating - Long-stay residents

Number of hospitalizations per 1,000 long-stay resident days. <i>Lower numbers are better.</i>	1.39	1.89	1.73
Number of outpatient emergency department visits per 1,000 long-stay resident days. <i>Lower numbers are better.</i>	0.41	1.15	1.02
Percentage of long-stay residents who got an antipsychotic medication.  <i>Lower percentages are better.</i>	2.2%	12.8%	14.5%
Percentage of long-stay residents experiencing one or more falls with major injury. <i>Lower percentages are better.</i>	1.8%	3.4%	3.4%
Percentage of long-stay high-risk residents with pressure ulcers.  <i>Lower percentages are better.</i>	6.6%	7.6%	7.3%

	MARSHALL MANOR NURSING & REHABILITATION CENTER	TEXAS AVERAGE	NATIONAL AVERAGE
--	--	------------------	---------------------

5 out of 5 stars


**Long-stay quality of
resident care** ⓘ

**Much Above
Average**

Percentage of long-stay residents with a urinary tract infection. <i>Lower percentages are better.</i>	1.8%	2.4%	2.8%
Percentage of long-stay residents who have or had a catheter inserted and left in their bladder. ⓘ <i>Lower percentages are better.</i>	0.0%	1.9%	2.1%
Percentage of long-stay residents whose ability to move independently worsened. <i>Lower percentages are better.</i>	8.3%	19.5%	17.7%
Percentage of long-stay residents whose need for help with daily activities has increased. ⓘ <i>Lower percentages are better.</i>	7.7%	17.9%	14.7%
Percentage of long-stay residents who report moderate to severe pain. <i>Lower percentages are better.</i>	8.1%	5.2%	6.6%

Flu and pneumonia prevention measures - Long-stay residents

	MARSHALL MANOR NURSING & REHABILITATION CENTER	TEXAS AVERAGE	NATIONAL AVERAGE
--	--	------------------	---------------------

**Long-stay quality of
resident care** 

5 out of 5 stars
**Much Above
Average**


Percentage of long-stay residents who needed and got a flu shot for the current flu season. <i>Higher percentages are better.</i>	99.7%	95.3%	95.7%
Percentage of long-stay residents who needed and got a vaccine to prevent pneumonia. <i>Higher percentages are better.</i>	100.0%	93.4%	93.7%

Additional quality measures - Long-stay residents

Percentage of long-stay residents who were physically restrained. <i>Lower percentages are better.</i>	0.0%	0.1%	0.3%
Percentage of long-stay low-risk residents who lose control of their bowels or bladder. <i>Lower percentages are better.</i>	29.1%	50.6%	48.4%
Percentage of long-stay residents who lose too much weight. <i>Lower percentages are better.</i>	3.0%	4.4%	5.5%

	MARSHALL MANOR NURSING & REHABILITATION CENTER	TEXAS AVERAGE	NATIONAL AVERAGE
--	--	---------------	------------------

Long-stay quality of resident care  **5 out of 5 stars**
Much Above Average

Percentage of long-stay residents who have symptoms of depression. <i>Lower percentages are better.</i>	0.8%	2.7%	4.6%
Percentage of long-stay residents who got an antianxiety or hypnotic medication.  <i>Lower percentages are better.</i>	16.4%	24.0%	20.4%

Penalties

MARSHALL MANOR NURSING & REHABILITATION CENTER

Overall rating  5 out of 5 stars
 Much Above Average

[Learn more about the overall star ratings](#)

Penalties

When a nursing home gets a serious citation or fails to correct a citation for a long period of time, this can result in a penalty. A penalty can be a fine against the nursing home or a denied payment from Medicare.

- ◆ [Search for penalties under state law.](#)
- ◆ [Learn more about penalties.](#)

Federal fines in the last 3 years	0
Amount(s) and date(s)	<p>This nursing home hasn't received any fines in the last 3 years.</p> <p>States may also impose penalties under state law. To search state websites Click here.</p>
Payment denials by Medicare in the last 3 years	0
Date(s)	<p>This nursing home hasn't received any payment denials in the last 3 years.</p> <p>States may also impose penalties under state law. To search state websites click here.</p>



TEXAS
Health and Human
Services

Texas Health and Human Services Commission

Dr. Courtney N. Phillips
Executive Commissioner

Certified Mail: 9590 9402 4864 9032 5323 87

September 17, 2019

RECEIVED
SEP 24 2019

Winnie-Stowell Hospital District
538 Broadway
Winnie, Texas 77665

Facility ID: 004484
Facility Name: Marshall Manor Nursing & Rehabilitation Center
1007 S Washington Ave
Marshall, Texas 75670

Dear Owner:

Enclosed please find the following items for September 4, 2019 follow-up to the August 2, 2019 visit to Marshall Manor Nursing & Rehabilitation Center:

Form 3719 - Administrative Penalty Notification

Sincerely,

A handwritten signature in cursive script that reads "Nicole Davidson".

Nicole Davidson, RN, Program Manager
Texas Health and Human Services
Regulatory Services Division
Region 4/5 - Tyler
(903)232-3260

nd:es

Enclosures

ADMINISTRATIVE PENALTY REPORT - NF
SUMMARY OF VIOLATIONS

Facility: Marshall Manor Nursing & Rehabilitation Center, #004484
1007 S Washington Ave, Marshall, TX 75670

Penalty Assessed Against: Winnie-Stowell Hospital District
(Refer to 40 TAC §19.2112(b)) 538 Broadway, Winnie, Texas 77665

Original Visit: August 2, 2019

Follow-up Visit: September 4, 2019

Purpose of Visit: Survey/Licensure

HHSC assesses an administrative penalty in accordance with 40 TAC §19.2112.

In accordance with 40 TAC §19.2112(d), the penalty is based on:

Penalty Criteria:

- 1. A pattern or trend of violations exists.
- 2. The violation is recurrent in nature and type.
- 3. The violation presents a danger to the health and safety of at least one resident.
- 4. The violation is of a magnitude or nature that constitutes a health and safety hazard having a direct or imminent adverse effect on resident health, safety, or security, or which presents even more serious danger or harm.
- 5. The violation is of a type established elsewhere in HHSC's rules concerning licensing standards for long-term care facilities.

Penalty 1a Basis: TAC# §19.601(b)- N 1284- Abuse

Severity/Scope: 1

Criteria: #3, 4

Right to Correct: No

Penalty Amount Per Day: \$4,500

Start: 07/18/2019

Stop: 08/01/2019

Penalty 1b Basis: TAC# §19.601(b)- N 1284- Abuse

Severity/Scope: G

Criteria: #3,4

Right to Correct: No

Penalty Amount Per Day: \$1,250

Start: 08/02/2019

Stop: 08/05/2019

Penalty Statement:

(b) Abuse. The resident has the right to be free from verbal, sexual, physical and mental abuse, corporal punishment, and involuntary seclusion.

Penalty 2a Basis: TAC# §19.901- N1416- Quality of Care

Severity/Scope: K

Criteria: #3,4

Right to Correct: No

Penalty Amount Per Day: \$6,000

Start: 07/18/2019

Stop: 08/01/2019

Penalty 2b Basis: TAC# §19.901- N1416- Quality of Care

Severity/Scope: H

Criteria: #3,4

Right to Correct: No

Penalty Amount Per Day: \$2,000

Start: 08/02/2019

Stop: 08/05/2019

Penalty Statement:

Each resident must receive and the facility must provide the necessary care and services to attain or maintain the highest practicable physical, mental, and psychosocial well-being, as defined by and in accordance with the comprehensive assessment and plan of care. If children are admitted to the facility, care and services must be provided to meet their unique medical and developmental needs.

Penalty 3a Basis: TAC# §19.901(3)(B)- N1423- Pressure Sores

Severity/Scope: K

Criteria: #3,4

Right to Correct: No

Penalty Amount Per Day: \$6,000

Start: 07/15/2019

Stop: 08/01/2019

Penalty 3b Basis: TAC# §19.901(3)(B)- N1423- Pressure Sores

Severity/Scope: H

Criteria: #3, 4

Right to Correct: No

Penalty Amount Per Day: \$2,000

Start: 08/02/2019

Stop: 08/05/2019

Penalty Statement:

(3)Pressure sores. Based on the comprehensive assessment of the resident, the facility must ensure that:

(B)a resident having pressure sores receives necessary treatment and services to promote healing, prevent infection, and prevent new sores from developing.

Penalty 4a Basis: TAC# §19.1201(1)- N1548 – Physician Services

Severity/Scope: K

Criteria: #3, 4

Right to Correct: No

Penalty Amount Per Day: \$6,000

Start: 07/15/2019

Stop: 08/01/2019

Penalty 4b Basis: TAC# §19.1201(1)- N1548 – Physician Services

Severity/Scope: H

Criteria: #3, 4

Right to Correct: No

Penalty Amount Per Day: \$2,000

Start: 08/02/2019

Stop: 08/05/2019

Penalty Statement:

The facility must ensure that:

(1)the medical care and other health care of each resident is supervised by an attending physician. Any consultations must be ordered by the attending physician;

ENFORCEMENT TEAM DETERMINATION - Visit Date: August 2, 2019

Facility: Marshall Manor Nursing & Rehabilitation Center, #004484
1007 S Washington Ave, Marshall, TX 75670

Penalty Assessed Against: Winnie-Stowell Hospital District
(Refer to 40 TAC §19.2112(b)) 538 Broadway, Winnie, Texas 77665

On August 15, 2019 the Enforcement Team reviewed the violation(s) listed below. The team determined that the facility will not be given a right to correct the violation(s) pursuant to 40 TAC §19.2114.

Violations:

- N1130 -- S/S: K -- TAC §19.403(I)(1)(B) -- Notification Of Changes
- N1284 -- S/S: J -- TAC §19.601(b) -- Abuse
- N1285 -- S/S: K -- TAC §19.601(c) -- Staff Treatment Of Residents
- N1416 -- S/S: K -- TAC §19.901 -- Quality Of Care
- N1423 -- S/S: K -- TAC §19.901(3)(B) -- Pressure Sores
- N1425 -- S/S: D -- TAC §19.901(4)(B) -- Urinary Tract Infection
- N1548 -- S/S: K -- TAC §19.1201(1) -- Physician Services
- N1561 -- S/S: K -- TAC §19.1203(3) -- Freq. Of Physician Visit/ Medicare Cert. Fac.
- N1747 -- S/S: D -- TAC §19.1908(a) -- Laboratory Services
- N1822 -- S/S: K -- TAC §19.1917(b) -- Quality Assurance Committee

HHSC has made the following determination:

The penalty(ies) will be imposed in accordance with 40 TAC §19.2114.

Please note that this notice does not constitute formal notice of imposition of an administrative penalty. HHSC will send you another written notice that notifies you of the penalty being imposed and describes your right to a hearing to contest a penalty.

If you have any questions, you may contact:

Nicole Davidson, RN, Program Manager, Phone (903) 232-3260

Nicole Davidson

SIGNATURE

9/17/2019

DATE

Exhibit “E-2”

UNDERWOOD

GAVIN J. GADBERRY

Phone: 806.379.0329

Fax: 806.379.0316

www.uwlaw.com

Gavin.Gadberry@uwlaw.com

ADDRESS:

500 S. Taylor Street

Suite 1200, LB 233

Amarillo, TX 79101-2446

MAILING ADDRESS:

P.O. Box 9158

Amarillo, TX 79105-9158

October 9, 2019

VIA Electronic Mail:

gary@caringhealthcare.net

Mr. Gary Klein

Caring Healthcare, LLC

3119 Quentin Road

Brooklyn, New York 11234

VIA Electronic Mail:

hoxfordiv@benoxford.com

Mr. Hubert Oxford, IV

Winnie-Stowell Hospital District

c/o Benckenstein & Oxford, L.L.P.

3535 Calder Avenue, Suite 300

Beaumont, Texas 77706

Re: Waiver of potential conflict of interest regarding legal representation provided by Underwood Law Firm, P.C. (the "Firm") to Caring Healthcare, LLC and its affiliate Marshall SNF, LLC ("Caring") and Winnie-Stowell Hospital District ("Winnie") regarding Marshall Manor Nursing and Rehabilitation Center (the "Center") regulatory matters

Gary and Hubert:

The Firm represents Caring which manages the Center on behalf of Winnie pursuant to an Amended and Restated Management Agreement dated to be effective September 1, 2017 (the "Management Agreement"). Winnie holds the nursing facility license and Medicare/Medicaid certification for the Center. Caring and Winnie (the "Parties") have asked the Firm to provide legal representation and advice in connection with the Matter, which currently involves proposed federal civil money penalties and state administrative penalties arising out of July 19, 2019 and August 2, 2019 Texas Health and Human Services Commission surveys at the Center. (the "Matter")

Caring has engaged and will pay the Firm to represent Winnie pursuant to Caring's obligations under the Management Agreement. We believe Winnie and Caring share a common interest in the outcome of the Matter. We do not believe any conflicts exist and do not anticipate our retention, given the nature of the Matter, will adversely affect our representation of Caring or Winnie. If penalties are assessed, however, Winnie and Caring may potentially become adverse and information provided by the Parties to facilitate the Firm's defense of the matter may be confidential. Considering these possibilities, applicable rules of professional conduct require that we obtain Winnie's and Caring's consent to our mutual representation.

UNDERWOOD LAW FIRM, P.C.

AMARILLO

AUSTIN

FORT WORTH

LUBBOCK

PAMPA

We ask that Caring and Winnie (the "Parties") acknowledge their express and informed consent to the Firm's representation of Winnie in the Matter. Caring acknowledges that the Firm shall represent Winnie in the Matter and not Caring; provided however, Winnie acknowledges and agrees that the Firm may consult with Caring in conjunction with Caring's obligations pursuant to the Management Agreement. Privileged or unprivileged confidential information may be disclosed in this process. The Parties agree that confidential information necessary to the defense or settlement of the Matter may be shared with the Parties. If you are concerned that our awareness of such confidential information would work to the disadvantage of either Party in our ongoing representation of both parties, you will immediately identify the confidential information and discuss whether any conflicts of interest involving the use of this information can be waived.

Winnie also acknowledges that the Firm represents other management entities ("Third Parties") which manage nursing facilities licensed and certified by Winnie. Winnie and Caring are aware of the general scope of this representation and do not believe conflicts of interest exist as a result of the Firm's separate representation of the Third Parties. The Parties waive any conflict of interest arising out of the Firm's ongoing representation of Third Parties.

Caring will be responsible for any penalties that arise out of the Matter as provided in the Management Agreement. As such, Caring will control any settlement negotiations but will keep Winnie informed. Settlement of the Matter may create a conflict between the Parties. The Parties consent to the Firm serving as an intermediary after seeking independent advice concerning the advantages and risks involved and the effect on attorney-client privileges before agreeing to the Firm's representation in the Matter. The Parties believe that they can reach an agreement as to the terms of settlement of the Matter. If they cannot agree to the terms of settlement of the Matter, the Parties consent to the Firm's withdrawal as counsel in the Matter.

By giving your consent, the Parties acknowledge that the Firm has made full disclosure of the facts and circumstances surrounding any conflict of interest or potential conflict which may exist now or in the future with regard to the Firm's separate representation of Winnie and Caring.

Due to the Firm's separate representation of each Party and Third Parties, the Parties understand that the Firm may receive confidential information in the course of the Firm's separate representation. The Firm is seeking consent as to the separate representation, not to the disclosure of any confidential information the Firm may have received from either Party unrelated to the Matter.

Despite any such conflict of interest which may exist, the Parties hereby agree to the Firm's representation of Winnie in the Matter and Caring in unrelated matters. The Parties further agree to the Firm's right to withdraw continued representation in the Matter if, in the Firm's opinion, it might violate applicable rules of professional conduct. In the event of litigation resulting from, or related to, the Matter between the Parties, the Firm will not represent either Winnie or Caring in such litigation.

We will be pleased to answer any questions you may have concerning this representation or this requested consent. You should consult independent counsel regarding this consent. If you wish to consent, please sign this letter below and return your signature to us by facsimile transmission to 806-379-0316 or via email to gavin.gadberry@uwlax.com. With best regards, I am

Sincerely,


Gavin J. Gadberry

GJG/emz


Waiver of Conflicts of Interest and Potential Conflicts of Interest

The undersigned has read the foregoing and acknowledges that (a) the Firm will represent Winnie only with regard to the Matter; (b) the Firm represents Caring and Third Parties in matters unrelated to the Matter; and (c) the undersigned acknowledge and waive any and all conflicts of interest and potential conflicts of interest that may arise out of the Matter and consent to the Firm's representation as provided in the foregoing.

Winnie-Stowell Hospital District

By: _____
Title: _____

Caring Healthcare, LLC and affiliated entities



By: Mendy Shapiro
Title: Manager

Exhibit “F”

QIPP Summary by IGT	Willowbrook Nursing Center
IGT Days	17,397
Loan Received	\$483,110
110% IGT Out	(\$483,110)
Total Component 1 Payments	\$492,056
Loan Repayment	(\$483,110)
IGT Reconciliation	\$35,786
Component 2/3 Payment	\$181,619
Component 4 Payment	\$136,483
Lapse Funds	\$35,000
Gross Revenue/Net Proceeds	\$397,834
Expenses	
1) Nursing Home Expenses	
Nursing Home Component 1 Payment	(\$22,366)
Nursing Home Component 2/3 Payment	(\$90,809)
Nursing Home Component 4 Payment	(\$68,242)
Nursing Home Lapse Funds Payment	(\$17,500)
Total Nursing Home Expenses	(\$198,917)
2) District Expenses	
Interest Expense	(\$67,635)
Professional Services	(\$33,000)
Total District Expenses	(\$100,635)
Total Expenses	(\$299,553)
Total Net Cash to District	\$98,282



Medicare.gov

The Official U.S. Government Site for Medicare

Nursing Home Compare

undefined hospitals in Texas.

Nursing Home Search Results

Results List Table

Nursing Home Information	Overall Rating	Health Inspections	Staffing	Quality Ratings
<p>WILLOWBROOK NURSING CENTER</p> <p>227 RUSSELL BLVD null NACOGDOCHES, TX 75965 (936) 564-4596</p>	<p>1 out of 5 stars</p> <p>Much Below Average</p>	<p>1 out of 5 stars</p> <p>Much Below Average</p>	<p>2 out of 5 stars</p> <p>Below Average</p>	<p>2 out of 5 stars</p> <p>Below Average</p>

IGT 1							
Facility	Manager	IGT	Supplemental %	Total Revenue	Total Expenses	IGT Profit	Return on IGT
Rose Haven Retreat	Caring	\$142,217.16	87.5%	\$131,426.01	(\$114,926.54)	\$16,499.48	11.60%
Golden Villa	Caring	\$182,337.50	87.5%	\$168,512.14	(\$137,705.01)	\$30,807.13	16.90%
Highland Park Care Center	Caring	\$147,209.38	100.0%	\$152,786.50	(\$126,133.80)	\$26,652.70	18.11%
Marshall Manor Nursing & Rehabilitation Center	Caring	\$308,299.54	75.0%	\$252,475.93	(\$192,984.42)	\$59,491.51	19.30%
Garrison Nursing Home & Rehabilitation Center	Caring	\$189,704.06	100.0%	\$194,960.98	(\$151,707.10)	\$43,253.88	22.80%
Marshall Manor West	Caring	\$228,180.62	100.0%	\$234,447.69	(\$175,512.33)	\$58,935.35	25.83%
Spring Branch Transitional Care Center	Caring	\$669,455.64	100.0%	\$694,892.98	(\$452,319.34)	\$242,573.64	36.23%
Park Manor Conroe	HMG	\$226,061.97	100.0%	\$234,805.32	(\$175,467.49)	\$59,337.83	26.25%
Park Manor Cypress Station	HMG	\$237,154.43	100.0%	\$246,107.94	(\$182,289.80)	\$63,818.14	26.91%
Park Manor Westchase	HMG	\$249,233.14	100.0%	\$258,717.73	(\$189,869.82)	\$68,847.91	27.62%
Park Manor Humble	HMG	\$279,758.69	100.0%	\$290,528.30	(\$208,997.62)	\$81,530.69	29.14%
Park Manor Quail Valley	HMG	\$283,862.05	100.0%	\$294,712.20	(\$211,522.74)	\$83,189.45	29.31%
Park Manor Cyfair	HMG	\$286,321.63	100.0%	\$297,271.40	(\$213,062.00)	\$84,209.41	29.41%
Clairmont Beaumont	Regency	\$277,652.22	43.8%	\$153,758.75	(\$140,390.46)	\$13,368.28	4.81%
MONUMENT REHABILITATION AND NURSING CENTER	Regency	\$197,484.60	62.5%	\$140,449.28	(\$125,272.62)	\$15,176.66	7.68%
Hallettsville	Regency	\$152,798.22	75.0%	\$125,946.06	(\$113,303.58)	\$12,642.48	8.27%
The Woodlands Healthcare Center	Regency	\$434,334.63	87.5%	\$404,954.63	(\$282,528.99)	\$122,425.64	28.19%
Oak Manor Nursing Center	SLP	\$117,572.68	75.0%	\$97,414.65	(\$95,319.20)	\$2,095.46	1.78%
Oakland Manor	SLP	\$165,948.44	100.0%	\$172,259.85	(\$137,848.71)	\$34,411.14	20.74%
		\$4,775,586.60	90.2%	\$4,546,428.35	(\$3,427,161.56)	\$1,119,266.80	23.44%

IGT 2							
Facility	Manager	IGT	Supplemental %	Total Revenue	Total Expenses	IGT Profit	Return on IGT
Rose Haven Retreat	Caring	\$141,913.57	100.0%	\$146,531.01	(\$118,020.61)	\$28,510.40	20.09%
Garrison Nursing Home & Rehabilitation Center	Caring	\$189,299.09	87.5%	\$175,408.26	(\$135,983.62)	\$39,424.64	20.83%
Highland Park Care Center	Caring	\$146,895.13	100.0%	\$152,289.21	(\$121,270.22)	\$31,018.99	21.12%
Marshall Manor Nursing & Rehabilitation Center	Caring	\$307,641.40	75.0%	\$253,037.76	(\$183,600.31)	\$69,437.44	22.57%
Golden Villa	Caring	\$181,948.26	100.0%	\$187,964.38	(\$141,714.95)	\$46,249.43	25.42%
Marshall Manor West	Caring	\$227,693.52	100.0%	\$234,993.88	(\$168,632.09)	\$66,361.79	29.15%
Spring Branch Transitional Care Center	Caring	\$668,026.54	100.0%	\$693,221.77	(\$430,496.67)	\$262,725.09	39.33%
Park Manor Cypress Station	HMG	\$236,648.17	93.8%	\$232,794.03	(\$168,198.19)	\$64,595.84	27.30%
Park Manor Conroe	HMG	\$225,579.40	100.0%	\$234,046.22	(\$168,001.02)	\$66,045.20	29.28%
Park Manor Westchase	HMG	\$248,701.10	100.0%	\$258,288.69	(\$181,841.98)	\$76,446.71	30.74%
Park Manor Humble	HMG	\$279,161.49	100.0%	\$289,759.27	(\$199,842.82)	\$89,916.45	32.21%
Park Manor Quail Valley	HMG	\$283,256.08	100.0%	\$294,168.54	(\$202,352.00)	\$91,816.54	32.41%
Park Manor Cyfair	HMG	\$285,710.41	100.0%	\$296,719.56	(\$203,810.06)	\$92,909.51	32.52%
Clairmont Beaumont	Regency	\$277,059.52	37.5%	\$138,767.77	(\$124,190.73)	\$14,577.04	5.26%
Hallettsville	Regency	\$152,472.04	75.0%	\$126,068.72	(\$108,574.77)	\$17,493.95	11.47%
The Woodlands Healthcare Center	Regency	\$433,407.45	68.8%	\$335,262.78	(\$234,066.92)	\$101,195.86	23.35%
MONUMENT REHABILITATION AND NURSING CENTER	Regency	\$197,063.03	100.0%	\$201,482.56	(\$149,598.23)	\$51,884.33	26.33%
Oak Manor Nursing Center	SLP	\$117,321.70	87.5%	\$109,854.51	(\$97,853.29)	\$12,001.22	10.23%
Oakland Manor	SLP	\$165,594.18	100.0%	\$172,503.97	(\$132,768.38)	\$39,735.59	24.00%
		\$4,765,392.08	90.0%	\$4,533,162.88	(\$3,270,816.86)	\$1,262,346.02	26.49%

Total Year 1							
Facility	Manager	IGT	Supplemental %	Total Revenue	Total Expenses	IGT Profit	Return on IGT
Garrison Nursing Home & Rehabilitation Center	Caring	\$284,130.73	93.7%	\$277,957.02	(\$232,947.14)	\$45,009.88	15.84%
Golden Villa	Caring	\$371,636.60	87.5%	\$343,920.40	(\$273,688.63)	\$70,231.77	18.90%
Highland Park Care Center	Caring	\$294,104.50	100.0%	\$305,075.71	(\$247,404.01)	\$57,671.70	19.61%
Marshall Manor Nursing & Rehabilitation Center	Caring	\$615,940.94	75.0%	\$505,513.69	(\$376,584.73)	\$128,928.96	20.93%
Marshall Manor West	Caring	\$371,652.32	100.0%	\$382,925.37	(\$293,422.05)	\$89,503.31	24.08%
Park Manor Conroe	HMG	\$558,920.18	100.0%	\$580,287.57	(\$408,840.43)	\$171,447.14	30.67%
Park Manor Cyfair	HMG	\$567,118.13	100.0%	\$588,880.73	(\$413,874.74)	\$175,005.99	30.86%
Park Manor Cypress Station	HMG	\$572,032.04	100.0%	\$593,990.97	(\$416,872.06)	\$177,118.91	30.96%
The Woodlands Healthcare Center	Regency	\$554,711.74	40.6%	\$292,526.52	(\$264,581.20)	\$27,945.32	5.04%
Clairmont Beaumont	Regency	\$349,956.64	68.0%	\$266,518.00	(\$233,847.39)	\$32,670.61	9.34%
Hallettsville	Regency	\$586,205.66	70.4%	\$461,208.84	(\$347,370.50)	\$113,838.34	19.42%
MONUMENT REHABILITATION AND NURSING CENTER	Regency	\$631,397.66	91.4%	\$606,437.19	(\$432,127.23)	\$174,309.97	27.61%
Oak Manor Nursing Center	SLP	\$234,894.38	81.2%	\$207,269.16	(\$193,172.48)	\$14,096.68	6.00%
Oakland Manor	SLP	\$331,542.62	100.0%	\$344,763.82	(\$270,617.09)	\$74,146.73	22.36%
		\$9,540,978.68	90.1%	\$9,079,591.23	(\$6,697,978.42)	\$2,381,612.81	24.96%

IGT 3							
Facility	Manager	IGT	Supplemental %	Total Revenue	Total Expenses	IGT Profit	Return on IGT
Highland Park Care Center	Caring	\$144,411.49	100.0%	\$150,057.09	(\$129,446.15)	\$20,610.94	14.27%
Rose Haven Retreat	Caring	\$148,959.31	100.0%	\$154,553.84	(\$132,331.22)	\$22,222.61	14.92%
Marshall Manor West	Caring	\$241,289.76	87.5%	\$223,528.08	(\$179,744.61)	\$43,783.47	18.15%
Garrison Nursing Home & Rehabilitation Center	Caring	\$213,893.41	100.0%	\$220,575.05	(\$174,432.60)	\$46,142.45	21.57%
Golden Villa	Caring	\$215,085.08	100.0%	\$221,593.79	(\$175,108.81)	\$46,484.98	21.61%
Marshall Manor Nursing & Rehabilitation Center	Caring	\$332,416.38	100.0%	\$342,606.51	(\$252,041.55)	\$90,564.96	27.24%
Spring Branch Transitional Care Center	Caring	\$693,153.26	100.0%	\$719,925.35	(\$491,204.13)	\$228,721.22	33.00%
Park Manor Conroe	HMG	\$238,444.33	100.0%	\$246,273.58	(\$190,719.00)	\$55,554.58	23.30%
Park Manor The Woodlands	HMG	\$240,791.20	100.0%	\$248,655.33	(\$192,238.43)	\$56,416.90	23.43%
Friendship Haven Healthcare & Rehab Center	HMG	\$291,887.28	93.8%	\$287,142.23	(\$218,635.34)	\$68,506.89	23.47%
Deerbrook Skilled Nursing and Rehab	HMG	\$248,366.85	100.0%	\$257,109.31	(\$197,526.02)	\$59,583.30	23.99%
Park Manor Cypress Station	HMG	\$266,521.64	100.0%	\$275,345.38	(\$209,185.72)	\$66,159.66	24.82%
Park Manor Humble	HMG	\$268,661.79	100.0%	\$277,550.41	(\$210,587.86)	\$66,962.55	24.92%
Park Manor of Southbelt	HMG	\$266,059.56	100.0%	\$276,415.94	(\$209,656.31)	\$66,759.63	25.09%
Park Manor of Tomball	HMG	\$291,169.85	100.0%	\$302,591.22	(\$226,259.39)	\$76,331.83	26.22%
Park Manor Cyfair	HMG	\$302,964.99	100.0%	\$313,071.78	(\$233,150.99)	\$79,920.79	26.38%
Park Manor Quail Valley	HMG	\$317,556.93	100.0%	\$328,174.33	(\$242,745.14)	\$85,429.20	26.90%
Park Manor Westchase	HMG	\$333,875.57	100.0%	\$346,632.99	(\$254,259.07)	\$92,373.91	27.67%
MONUMENT REHABILITATION AND NURSING CENTER	Regency	\$155,999.92	50.0%	\$96,509.76	(\$104,294.87)	(\$7,785.11)	-4.99%
Hallettsville	Regency	\$128,348.20	75.0%	\$105,995.54	(\$105,166.52)	\$829.02	0.65%
Clairmont Beaumont	Regency	\$297,274.14	62.5%	\$210,568.56	(\$181,102.66)	\$29,465.90	9.91%
The Woodlands Healthcare Center	Regency	\$449,176.15	75.0%	\$371,223.99	(\$282,696.66)	\$88,527.33	19.71%
Oakland Manor	SLP	\$144,983.01	62.5%	\$104,853.84	(\$106,924.54)	(\$2,070.70)	-1.43%
Oak Manor Nursing Center	SLP	\$111,141.88	100.0%	\$115,757.17	(\$107,638.45)	\$8,118.72	7.30%
		\$6,342,431.99	93.1%	\$6,196,711.10	(\$4,807,096.04)	\$1,389,615.06	21.91%

IGT 4*							
Facility	Manager	IGT	Supplemental %	Total Revenue	Total Expenses	IGT Profit	Return on IGT
Rose Haven Retreat	Caring	\$148,959.31	80.0%	\$122,610.80	(\$111,026.43)	\$11,584.38	7.78%
Highland Park Care Center	Caring	\$144,411.49	92.5%	\$138,355.70	(\$118,425.01)	\$19,930.69	13.80%
Garrison Nursing Home & Rehabilitation Center	Caring	\$213,893.41	92.5%	\$204,133.96	(\$158,553.90)	\$45,580.05	21.31%
Golden Villa	Caring	\$215,085.08	92.5%	\$205,336.77	(\$159,279.48)	\$46,057.29	21.41%
Marshall Manor West	Caring	\$241,289.76	92.5%	\$230,394.32	(\$174,538.69)	\$55,855.64	23.15%
Marshall Manor Nursing & Rehabilitation Center	Caring	\$332,416.38	92.5%	\$317,412.49	(\$227,542.84)	\$89,869.66	27.04%
Spring Branch Transitional Care Center	Caring	\$693,153.26	92.5%	\$664,397.98	(\$438,623.07)	\$225,774.91	32.57%
Deerbrook Skilled Nursing and Rehab	HMG	\$248,366.85	92.5%	\$238,033.34	(\$179,095.60)	\$58,937.74	23.73%
Park Manor Conroe	HMG	\$238,444.33	92.5%	\$233,448.61	(\$175,769.35)	\$57,679.26	24.19%
Park Manor The Woodlands	HMG	\$240,791.20	92.5%	\$235,695.39	(\$177,137.27)	\$58,558.12	24.32%
Park Manor of Southbelt	HMG	\$266,059.56	92.5%	\$255,073.45	(\$189,459.18)	\$65,614.28	24.66%
Park Manor Cypress Station	HMG	\$266,521.64	92.5%	\$260,999.79	(\$192,470.49)	\$68,529.30	25.71%
Park Manor of Tomball	HMG	\$291,169.85	92.5%	\$279,179.27	(\$204,128.49)	\$75,050.78	25.78%
Friendship Haven Healthcare & Rehab Center	HMG	\$291,887.28	92.5%	\$279,798.52	(\$204,512.87)	\$75,285.65	25.79%
Park Manor Humble	HMG	\$268,661.79	92.5%	\$263,068.14	(\$193,727.66)	\$69,340.48	25.81%
Park Manor Cyfair	HMG	\$302,964.99	92.5%	\$296,656.44	(\$214,096.09)	\$82,560.36	27.25%
Park Manor Westchase	HMG	\$333,875.57	92.5%	\$320,020.13	(\$228,998.70)	\$91,021.43	27.26%
Park Manor Quail Valley	HMG	\$317,556.93	92.5%	\$311,020.14	(\$222,798.36)	\$88,221.78	27.78%
MONUMENT REHABILITATION AND NURSING CENTER	Regency	\$155,999.92	55.0%	\$96,311.48	(\$98,610.37)	(\$2,298.89)	-1.47%
Hallettsville	Regency	\$128,348.20	80.0%	\$108,285.68	(\$101,716.26)	\$6,569.42	5.12%
Clairmont Beaumont	Regency	\$297,274.14	80.0%	\$248,711.95	(\$189,530.87)	\$59,181.08	19.91%
The Woodlands Healthcare Center	Regency	\$449,176.15	80.0%	\$379,078.63	(\$270,541.85)	\$108,536.77	24.16%
Oakland Manor	SLP	\$144,983.01	67.5%	\$106,248.13	(\$102,430.78)	\$3,817.36	2.63%
Oak Manor Nursing Center	SLP	\$111,141.88	92.5%	\$107,009.08	(\$99,285.13)	\$7,723.96	6.95%
		\$6,342,431.99	89.0%	\$5,901,280.20	(\$4,432,298.72)	\$1,468,981.48	23.16%

*The second quarterly supplemental has not come out for IGT 4 yet, so facility attainment is set at 85% for the second supplemental

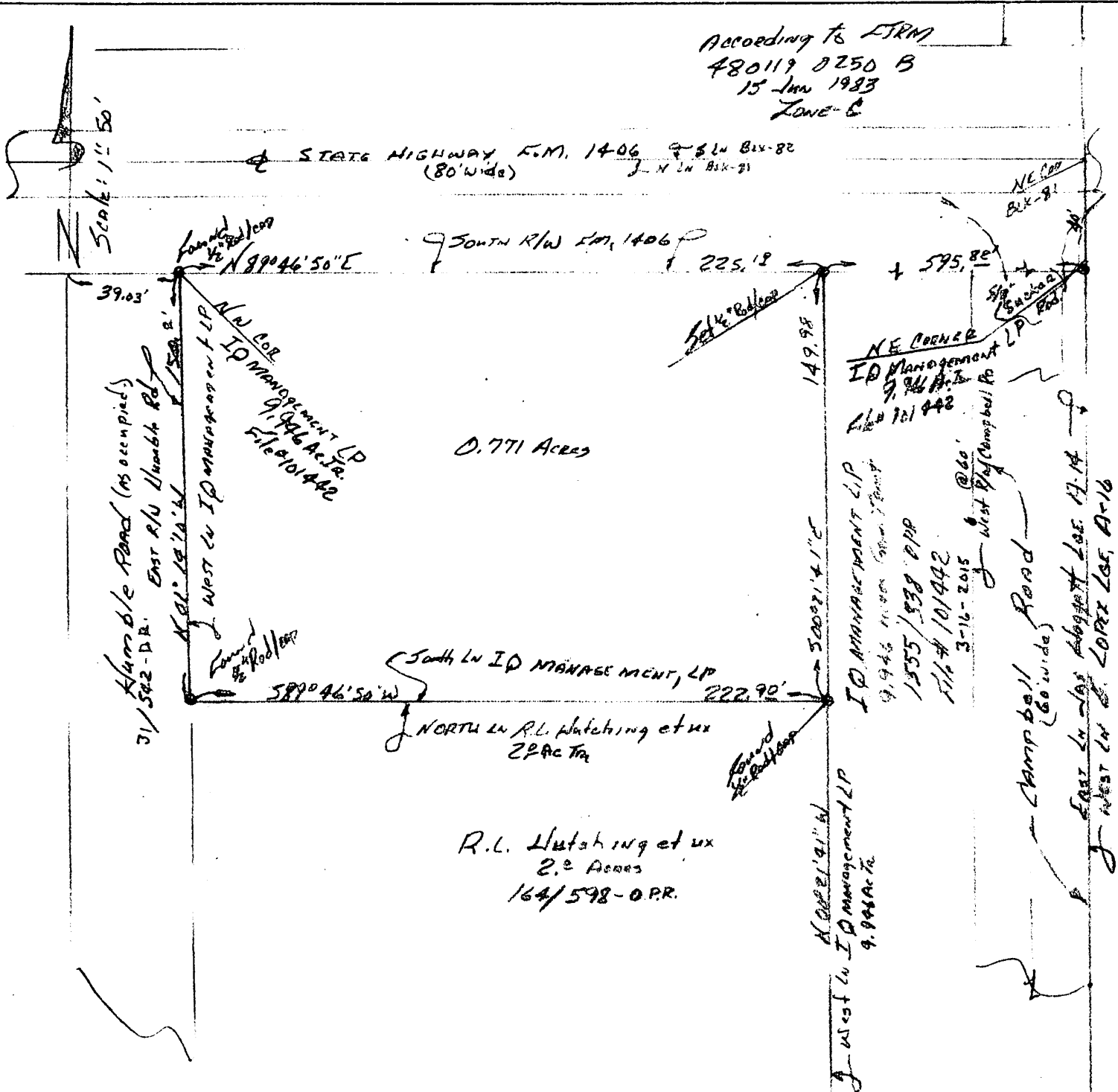
IGT 5 (Projected)								
Facility	Manager	Annual Census	IGT	Supplemental %	Total Revenue	Total Expenses	IGT Profit	Return on IGT
Rose Haven Retreat	Caring	10,033	\$139,306.85	75.0%	\$120,292.55	-\$112,649.23	\$7,643.32	5.49%
Highland Park Rehabilitation & Nursing Center	Caring	12,081	\$167,743.06	75.0%	\$144,847.44	-\$128,907.75	\$15,939.69	9.50%
Golden Villa	Caring	15,426	\$214,187.94	75.0%	\$184,952.95	-\$155,462.79	\$29,490.17	13.77%
Garrison Nursing Home & Rehabilitation Center	Caring	19,334	\$268,449.99	75.0%	\$231,808.66	-\$186,487.33	\$45,321.33	16.88%
Marshall Manor West	Caring	19,924	\$276,642.06	75.0%	\$238,882.58	-\$191,171.18	\$47,711.40	17.25%
Marshall Manor Nursing & Rehabilitation Center	Caring	22,821	\$316,866.52	75.0%	\$273,616.71	-\$214,169.67	\$59,447.04	18.76%
Spring Branch Transitional Care Center	Caring	59,812	\$830,481.58	75.0%	\$717,127.31	-\$507,831.08	\$209,296.23	25.20%
Park Manor The Woodlands	HMG	19,338	\$268,505.53	75.0%	\$231,856.62	-\$186,519.08	\$45,337.53	16.89%
Deerbrook Skilled Nursing and Rehab Center	HMG	19,620	\$272,421.06	75.0%	\$235,237.71	-\$188,757.80	\$46,479.91	17.06%
Park Manor Cypress Station	HMG	19,637	\$272,657.10	75.0%	\$235,441.53	-\$188,892.76	\$46,548.77	17.07%
Park Manor Southbelt	HMG	20,067	\$278,627.59	75.0%	\$240,597.10	-\$192,306.41	\$48,290.69	17.33%
Park Manor Conroe	HMG	20,357	\$282,654.21	75.0%	\$244,074.11	-\$194,608.65	\$49,465.47	17.50%
Park Manor Quail Valley	HMG	21,938	\$304,606.18	75.0%	\$263,029.81	-\$207,159.77	\$55,870.04	18.34%
Park Manor Westchase	HMG	23,969	\$332,806.34	75.0%	\$287,380.87	-\$223,283.32	\$64,097.55	19.26%
Park Manor Cyfair	HMG	24,194	\$335,930.44	75.0%	\$290,078.55	-\$225,069.54	\$65,009.01	19.35%
Park Manor Tomball	HMG	24,442	\$339,373.88	75.0%	\$293,051.99	-\$227,038.34	\$66,013.65	19.45%
Park Manor Humble	HMG	24,988	\$346,955.02	75.0%	\$299,598.36	-\$231,372.88	\$68,225.48	19.66%
Friendship Haven Healthcare and Rehabilitation Center	HMG	28,151	\$390,872.85	75.0%	\$337,521.75	-\$256,483.08	\$81,038.68	20.73%
Monument Rehabilitation and Nursing Center	Regency	10,295	\$142,944.69	75.0%	\$123,433.85	-\$114,729.18	\$8,704.67	6.09%
Hallettsville	Regency	11,256	\$156,288.05	75.0%	\$134,955.95	-\$122,358.30	\$12,597.65	8.06%
Spindletop Hill Nursing and Rehabilitation Center	Regency	25,512	\$354,230.69	75.0%	\$305,880.96	-\$235,532.78	\$70,348.18	19.86%
The Woodlands Nursing and Rehabilitation Center	Regency	40,343	\$560,157.13	75.0%	\$483,700.05	-\$353,272.02	\$130,428.02	23.28%
Oak Manor Nursing Center	SLP	8,265	\$114,758.41	75.0%	\$99,094.78	-\$98,613.57	\$481.21	0.42%
Oakland Manor	SLP	10,487	\$145,610.58	75.0%	\$125,735.88	-\$116,253.42	\$9,482.46	6.51%
			\$7,113,077.75	75.0%	\$6,142,198.07	-\$4,858,929.93	\$1,283,268.14	18.04%
Willowbrook		17,397	\$483,110.00	75.0%	\$397,834.41	-\$299,552.61	\$98,281.80	20.34%

IGT 5 (Break Even)								
Facility	Manager	Annual Census	IGT	Supplemental %	Total Revenue	Total Expenses	IGT Profit	Return on IGT
Garrison Nursing Home & Rehabilitation Center	Caring	19,334	\$268,449.99	42.2%	\$141,166.00	-\$141,166.00	\$0.00	0.00%
Golden Villa	Caring	15,426	\$214,187.94	48.2%	\$125,972.62	-\$125,972.62	\$0.00	0.00%
Highland Park Rehabilitation & Nursing Center	Caring	12,081	\$167,743.06	56.5%	\$112,968.06	-\$112,968.06	\$0.00	0.00%
Marshall Manor Nursing & Rehabilitation Center	Caring	22,821	\$316,866.52	38.5%	\$154,722.63	-\$154,722.63	\$0.00	0.00%
Marshall Manor West	Caring	19,924	\$276,642.06	41.4%	\$143,459.78	-\$143,459.78	\$0.00	0.00%
Rose Haven Retreat	Caring	10,033	\$139,306.85	64.3%	\$105,005.92	-\$105,005.92	\$0.00	0.00%
Spring Branch Transitional Care Center	Caring	59,812	\$830,481.58	26.0%	\$298,534.84	-\$298,534.84	\$0.00	0.00%
Park Manor Conroe	HMG	20,357	\$282,654.21	40.9%	\$145,143.18	-\$145,143.18	\$0.00	0.00%
Park Manor Cyfair	HMG	24,194	\$335,930.44	37.3%	\$160,060.52	-\$160,060.52	\$0.00	0.00%
Park Manor Cypress Station	HMG	19,637	\$272,657.10	41.8%	\$142,343.99	-\$142,343.99	\$0.00	0.00%
Park Manor Humble	HMG	24,988	\$346,955.02	36.7%	\$163,147.41	-\$163,147.41	\$0.00	0.00%
Park Manor Quail Valley	HMG	21,938	\$304,606.18	39.3%	\$151,289.73	-\$151,289.73	\$0.00	0.00%
Park Manor Westchase	HMG	23,969	\$332,806.34	37.5%	\$159,185.78	-\$159,185.78	\$0.00	0.00%
Park Manor The Woodlands	HMG	19,338	\$268,505.53	42.1%	\$141,181.55	-\$141,181.55	\$0.00	0.00%
Park Manor Tomball	HMG	24,442	\$339,373.88	37.2%	\$161,024.69	-\$161,024.69	\$0.00	0.00%
Park Manor Southbelt	HMG	20,067	\$278,627.59	41.3%	\$144,015.73	-\$144,015.73	\$0.00	0.00%
Deerbrook Skilled Nursing and Rehab Center	HMG	19,620	\$272,421.06	41.8%	\$142,277.90	-\$142,277.90	\$0.00	0.00%
Friendship Haven Healthcare and Rehabilitation Center	HMG	28,151	\$390,872.85	34.7%	\$175,444.40	-\$175,444.40	\$0.00	0.00%
Spindletop Hill Nursing and Rehabilitation Center	Regency	25,512	\$354,230.69	36.4%	\$165,184.59	-\$165,184.59	\$0.00	0.00%
Hallettsville	Regency	11,256	\$156,288.05	59.3%	\$109,760.65	-\$109,760.65	\$0.00	0.00%
Monument Rehabilitation and Nursing Center	Regency	10,295	\$142,944.69	63.2%	\$106,024.51	-\$106,024.51	\$0.00	0.00%
The Woodlands Nursing and Rehabilitation Center	Regency	40,343	\$560,157.13	29.7%	\$222,844.00	-\$222,844.00	\$0.00	0.00%
Oak Manor Nursing Center	SLP	8,265	\$114,758.41	74.2%	\$98,132.36	-\$98,132.36	\$0.00	0.00%
Oakland Manor	SLP	10,487	\$145,610.58	62.3%	\$106,770.96	-\$106,770.96	\$0.00	0.00%
			\$7,113,077.75	39.9%	\$3,575,661.79	-\$3,575,661.79	\$0.00	0.00%
Willowbrook		17,397	\$483,110.00	31.5%	\$201,270.80	-\$201,270.80	\$0.00	0.00%

Exhibit “G”

According to LTRM
480119 0250 B
15 Jan 1983
Zone C

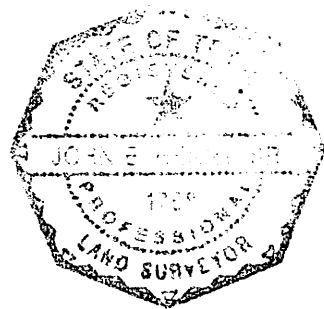
STATE HIGHWAY R.M. 1406 9 814 Bix-82
(80' wide) J. N. W. Bix-81



0.771 Acres

R.L. Hutchings et ux
2.2 Acres
164/598-0.P.R.

Purchaser's "Lease"
Winnie-Stonall Hospital District
Winnie, Texas 27665



PART OF SURVEY
0.771 Acre Tract
situated in Reservoir Area-Winnie Townsite
A part of sometimes called Block-81 (East of Abandon R.R.)
Winnie Subdiv. Subd. (1/61-M.R.)
-1925 Abgatt Lee-A-14
Chambers County, Texas

SURVEYORS CERTIFICATE

TO THE LIENHOLDERS AND/OR THE OWNERS OF THE PREMISES SURVEYED AND TO THE STEWART TITLE GUARANTY COMPANY:

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights of way, except as shown hereon, and that said property has access to and from a dedicated roadway.

7 Oct 18 2019

John E. Henry Sr

HENRY SURVEY COMPANY

Land and Agriculture

P.O. Box 304

Winnie, Texas

Field Notes

7 Oct 2019

Being that certain 0.771 Acre Tract situated in the Reserved Area East of abandon Railway, Town of Winnie, Winnie Suburbs Subdivision, Jas Hoggatt League, A-14, Chambers County, Texas, a plat of said Subdivision recorded in A-21 of the Map Records of Chambers County, Texas and being a part of that certain IQ Management LP 9.946 Acre Tract as recorded in File #101442 of the Official Public Records of Chambers County, Texas and being more particularly described by metes and bounds as follows:

Beginning at the Northwest corner of said IQ Management LP 9.946 Acre Tract, marked by ½” Rod/cap situated at the intersection of the South right-of-way line State Highway F.M. #146 (based on 80 feet width) with the East right-of-way line of Humble Road (county maintained asphalt topping) and the Northwest corner of tract here-in described and Place of Beginning;

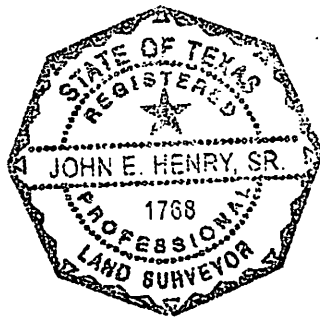
Then, North 89°46’50” East, with the North line of said IQ Management LP 9.946 Acre Tract and the South right-of-way line of said State Highway F.M. 1406, a distance of 225.19 feet to ½ “ Rod/cap set for the Northeast corner of tract here-in described;

Then, South 00°21’41” East, an extension of the most Southerly West line of said IQ Management LP 9.946 Acre Tract, a distance of 149.98 feet to ½” Rod/cap found at an interior corner of said IQ Management 9.946 Acre Tract and the Northeast corner of that certain R.L.

Hutching et ux 2.00 Acre Tract and Southeast corner of tract here-in described;

Then, South 89°46'50" West, with the most Northerly South line of said IQ Management LP 9.946 Acre Tract and the North line of that certain R.L. Hutching et ux 2.00 Acre Tract, a distance of 222.90 feet to ½" Rod/cap found for most Northerly Southwest corner of said IQ Management LP 9.946 Acre Tract and the Northwest corner of said R.L. Hutching et ux 2.00 Acre Tract situated in the East right-of-way line of said Humble Road and the Southwest corner of tract here-in described;

Then, North 01°14'10" West, with the West line of said IQ Management LP 9.946 Acre Tract and with the East right-of-way line of said Humble Road, a distance of 150.00 feet to Place of Beginning enclosing a tract of land containing 0.771 Acres more or less.



A handwritten signature in cursive script, appearing to read "John E. Henry Sr.", written over a horizontal line.

John E. Henry Sr.
Prof. Land Surveyor
REG. No. 1768

Exhibit “H-1”

Hubert Oxford IV

From: Hubert Oxford IV
Sent: Thursday, September 26, 2019 11:04 AM
To: 'murrelledward@yahoo.com'; 'anthony@stramecki.com'; 'rollojer@yahoo.com'; 'Bobby Way'; 'espinosa307@yahoo.com'; 'sherrie@wshd-tx.com'
Subject: Competitive Bidding Requirements
Attachments: Item 14-Draft Purchasing Procedures (Updated).pdf

All,

Attached, please find a copy of your purchasing and spending authority. Also, see a discussion below regarding Competitive Bidding and the interrelation between Chapter 271 of the Local Government Code and Chapter 2269 of the Government Code.

As a general rule, Section 271.054 of the Local Government Code imposes a cap of \$50,000.00 to make purchases using the competitive bidding requirements. However, Section 271.056 of the same code provides several exceptions that would be applicable if you decided to purchase a facility. In particular, the preservation of public property and health. In your adopted Purchasing Policy, all of these provisions are accounted for in Sections 7, 9, and 10.

With this said, I think it would be good policy to receive three (3) bids for any facility that you are interested in buying just to make sure you are getting the best price.

Sec. 271.054. COMPETITIVE PROCUREMENT REQUIREMENT. Before the governing body of an issuer may enter into a contract requiring an expenditure by or imposing an obligation or liability on the issuer, or on a subdivision of the issuer if the issuer is a county, of more than \$50,000, the governing body must:

- (1) submit the proposed contract to competitive procurement; or
- (2) use an alternate method of project delivery authorized by Chapter [2269](#),

Government Code.

Sec. 271.056. EXEMPTIONS FROM ADVERTISEMENT REQUIREMENT. The provisions of this subchapter relating to the advertisement for competitive bids do not apply to:

- (1) a case of public calamity if it is necessary to act promptly to relieve the necessity of the residents or to preserve the property of the issuer;
- (2) a case in which it is necessary to preserve or protect the public health of the residents of the issuer;
- (3) a case of unforeseen damage to public machinery, equipment, or other property;
- (4) a contract for personal or professional services;

- (5) work done by employees of the issuer and paid for as the work progresses;
- (6) the purchase of any land, building, existing utility system, or right-of-way for authorized needs and purposes;
- (7) expenditures for or relating to improvements in municipal water systems, sewer systems, streets, or drainage, if at least one-third of the cost of the improvements is to be paid by special assessments levied against properties to be benefitted by the improvements;
- (8) a case in which the entire contractual obligation is to be paid from bond funds or current funds or in which an advertisement for bids has previously been published in accordance with this subchapter but the current funds or bond funds are not adequate to permit the awarding of the contract and certificates are to be awarded to provide for the deficiency;
- (9) the sale of a public security, as that term is defined by Section [1204.001](#), Government Code;
- (10) a municipal procurement of a kind that, under Chapter [252](#), is not required to be made in accordance with competitive bidding procedures like those prescribed by this subchapter; or
- (11) a county contract that, under the County Purchasing Act (Subchapter C, Chapter [262](#)), is not required to be made in accordance with competitive bidding procedures like those prescribed by this subchapter.

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: Hubert Oxford IV
Sent: Thursday, August 09, 2018 9:15 AM
To: Bill Smith <bsmith@fittzshipman.com>
Subject: Chapter 271 v. 2269 of Government Code

Bill,

Here is a better e-mail that applies to ESDs but depending on what the County statutes say, I assure you it applies to them as well.

Chapter 775.084(k) of the Texas Health and Safety Code states that ESDs are to use Chapter 271 for competitive bidding rules (i.e., lowest and best bid).

Sec. 775.084. COMPETITIVE BIDS. (a) Except as provided by Subsection (i), the board must submit to competitive bids an expenditure of more than \$50,000 for:

- (1) one item or service; or
- (2) more than one of the same or a similar type of item or service in a fiscal

year.

(b) The board shall request bids on items to be purchased or leased or services to be performed as provided by this subsection. The board shall notify suppliers, vendors, or providers by advertising for bids or by providing at least three suppliers, vendors, or purchasers with written notice by mail of the intended purchase. If the board decides to advertise for bids, the advertisement must be published in accordance with Section [262.025](#)(a), Local Government Code. If the board receives fewer than three bids in response to the advertisement, the board shall give written notice directly to at least three suppliers, vendors, or providers of the intended purchase. If three suppliers, vendors, or providers are not available or known to the board, the board shall give written notice by mail directly to each supplier, vendor, or provider known to the board.

(c) The advertisement or notice for competitive bidding must:

- (1) describe the work to be performed or the item to be purchased or leased;
- (2) state the location at which the bidding documents, plans, specifications, or other data may be examined; and

(3) state the time and place for submitting bids and the time and place that bids will be opened.

(d) The board may not prepare restrictive bid specifications.

(e) Bids may be opened only by the board at a public meeting or by a district officer or employee at or in a district office.

(f) The board may reject any bid. The board may not award a contract to a bidder who is not the lowest bidder unless, before the bid is awarded, the lowest bidder is given notice of the proposed award and an opportunity to appear before the board or its designated representative and present evidence concerning the bidder's responsibility.

(g) A contract awarded in violation of this section is void.

(h) This section applies to an expenditure of district tax revenues by any party or entity for the purchase of services, vehicles, equipment, or goods.

(i) This section does not apply to:

- (1) the purchase or lease of real property;

- (2) an item or service that the board determines can be obtained from only one source;
- (3) a contract for fire extinguishment and suppression services, emergency rescue services, or ambulance services;
- (4) an emergency expenditure;
- (5) the purchase of vehicle fuel;
- (6) the purchase of firefighter bunker gear;
- (7) the purchase of insurance coverage; or
- (8) repairs funded by a payment made under an insurance claim.
- (j) Subsection (i) does not prohibit the board from soliciting competitive bids for any item, service, or contract listed in Subsection (i).
- (k) A contract for a public works project must be administered in the manner provided by Subchapter B or H, Chapter [271](#), Local Government Code, except as provided by this section.

Here is what 271.027 states:

Sec. 271.027. AWARD OF CONTRACT.

- (a) The governmental entity is entitled to reject any and all bids.
- (b) The contract must be awarded to the lowest responsible bidder, but the contract may not be awarded to a bidder who is not the lowest bidder unless before the award each lower bidder is given notice of the proposed award and is given an opportunity to appear before the governing body of the governmental entity or the designated representative of the governing body and present evidence concerning the bidder's responsibility.

Based on this language alone, this is why we decided to move to a design build contract. That is, the lowest and best bidder was not qualified.

However, turn to Chapter 2269 of the Government Code, that was adopted in 2011. This section of the code applies to the following:

Sec. 2269.002. APPLICABILITY OF CHAPTER TO GOVERNMENTAL ENTITIES ENGAGED IN PUBLIC WORKS. This chapter applies to a public work contract made by a governmental entity authorized by state law to make a public work contract, including:

- (1) a state agency as defined by Section [2151.002](#), including the Texas Facilities Commission;
- (2) a local government, including:
 - (A) a county;
 - (B) a municipality;

(C) a school district;

(D) any other special district or authority, including a hospital district, a defense base development authority established under Chapter [379B](#), Local Government Code, and a conservation and reclamation district, including a river authority or any other type of water district; and

(E) any other political subdivision of this state;

Further, the statute is clear that it supersedes any other statute involving competitive bidding except for a couple of exceptions. See 2269.003.:

Sec. 2269.003. CONFLICT OF LAWS; REQUIREMENT TO FOLLOW PROCEDURES OF THIS CHAPTER. (a) Except as provided by this section, this chapter prevails over any other law relating to a public work contract.

(b) This chapter does not prevail over a conflicting provision in a law relating to contracting with a historically underutilized business.

(c) This chapter does not prevail over a conflicting provision in an ordinance or resolution passed by the governing body of a municipally owned electric utility in a procedure described by Section [252.022\(c\)](#), Local Government Code, that:

(1) requires the use of competitive bidding or competitive sealed proposals; or

(2) prescribes a design-build procurement procedure that conflicts with this chapter.

(d) This chapter does not prevail over any law, rule, or regulation relating to competitive bidding or competitive sealed proposals for construction services, or to procurement of construction services pursuant to Section [49.273](#), Water Code, that applies to a river authority or to a conservation and reclamation district created under Section [59](#), Article XVI, Texas Constitution, unless the governing body of the river authority or conservation and reclamation district elects to permit this chapter to supersede the law, rule, or regulation.

(e) This chapter does not prevail over a conflicting provision in a regulation that prescribes procurement procedures for construction services that is adopted by the governing board of a river authority or of a conservation and reclamation district created pursuant to Section [59](#), Article XVI, Texas Constitution, that owns electric generation capacity in excess of 2,500 megawatts, except with respect to Subchapter H.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1129 (H.B. [628](#)), Sec. 2.08, eff. September 1, 2011.

Redesignated from Government Code, Chapter [2267](#) by Acts 2013, 83rd Leg., R.S., Ch. 161 (S.B. [1093](#)), Sec. 22.001(23), eff. September 1, 2013.

Now that we know that Chapter 2269 applies to our Counties, Hospital Districts, and ESDs as well as school districts, go to Section 2269.106:

Sec. 2269.106. APPLICABILITY OF OTHER COMPETITIVE BIDDING LAW TO CERTAIN LOCAL GOVERNMENTAL ENTITIES. Except as otherwise specifically provided by this section, Subchapter B, Chapter [271](#), Local Government Code, does not apply to a competitive bidding process conducted under this chapter. Sections [271.026](#), [271.027\(a\)](#), and [271.0275](#), Local Government Code, apply to a competitive bidding process conducted under this chapter by a governmental entity as defined by Section [271.021](#), Local Government Code.

This section is the key to Chapter 2269 because it references only 271.027(a), not 271.027(b), which is the provision that calls for using the lowest bid. From here, refer to Section 2269.055 for the criteria to consider, it is far more than the “lowest bid.”

Sec. 2269.055. CRITERIA TO CONSIDER. (a) In determining the award of a contract under this chapter, the governmental entity may consider:

- (1) the price;
- (2) the offeror's experience and reputation;
- (3) the quality of the offeror's goods or services;
- (4) the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;
- (5) the offeror's safety record;
- (6) the offeror's proposed personnel;
- (7) whether the offeror's financial capability is appropriate to the size and scope of the project; and
- (8) any other relevant factor specifically listed in the request for bids, proposals, or qualifications.

(b) In determining the award of a contract under this chapter, the governmental entity shall:

- (1) consider and apply any existing laws, including any criteria, related to historically underutilized businesses; and
- (2) consider and apply any existing laws, rules, or applicable municipal charters, including laws applicable to local governments, related to the use of women, minority, small, or disadvantaged businesses.

I hope this helps.
Hubert

From: Hubert Oxford IV
Sent: Monday, October 23, 2017 11:54 AM
To: Hubert Oxford; Joshua Heinz
Subject: FW: Competitive Bidding Requirements

The e-mail below involves the competitive bidding rules for entities required to operate under Chapter 271 of the Local Government Code. Chapter 271 is very clear that the factors to consider are price and safety record. However, Section 2269.106 is a relatively new law designed to incorporate all the competitive bidding and alternative bidding rules for state and local entities.

PLEASE NOTE, when it comes to the Water Code, 2269.002(2)(D) says that the section applies to: “any other special district or authority, including a hospital district, a defense base development authority established under Chapter 379B, Local Government Code, and a conservation and reclamation district, including a river authority or any other type of water district.” However, according to 2269.002(b)(2), a river authority or to a conservation and reclamation district created under Section 59, Article XVI, Texas Constitution can still shall still utilize Section 49.273 Water Code unless the governing body of the river authority or conservation and reclamation district elects to permit this chapter to supersede the law, rule, or regulation.

Practically speaking, the reason a district formed under Section 59, Article XVI of the constitution may want to continue to utilize this provision is because it states, “[a] contract may provide for the payment of a total sum that is the completed cost of the work or may be based on bids to cover cost of units of the various elements entering into the work as estimated and approximately specified by the district's engineers, or a contract may be let and awarded in any other form or composite of forms and to any responsible person or persons that, in the board's judgment, will be most advantageous to the district and result in the best and most economical completion of the district's proposed plants, improvements, facilities, works, equipment, and appliances.”

By having this language in the statute, the water authority or district is NOT stuck to the language in Section 271.027(b), which requires the entity to only consider the lowest bid from a responsible bidder.

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: Hubert Oxford IV
Sent: Monday, October 23, 2017 11:34 AM
To: 'Bob Walker' <bwalker@fifthpartners.com>
Cc: 'anthony@stramecki.com' <anthony@stramecki.com>; David Sticker (davidbsticker@gmail.com)

[<davidbsticker@gmail.com>](mailto:davidbsticker@gmail.com); 'murrelledward@yahoo.com' <murrelledward@yahoo.com>;
'cportner@portnerbond.com' <cportner@portnerbond.com>; 'mo@starcoimpex.com' <mo@starcoimpex.com>;
saad.javed@ricelandhealthcare.com

Subject: Competitive Bidding Requirements

Bob,

This is a very confusing and nonsensible area of the law. Starting in 2011 and then again in 2013, the Texas Legislature attempted to combine the competitive bidding laws in the State of Texas. And, although Chapter 286 of the Health and Safety Code does require the District to implement Chapter 271 of the Local Government Code, the new twist is Section 2269 of the Texas Government Code, and in particular, Section 2269.106 which states:

Sec. 2269.106. APPLICABILITY OF OTHER COMPETITIVE BIDDING LAW TO CERTAIN LOCAL GOVERNMENTAL ENTITIES. Except as otherwise specifically provided by this section, Subchapter B, Chapter 271, Local Government Code, does not apply to a competitive bidding process conducted under this chapter. Sections 271.026, 271.027(a), and 271.0275, Local Government Code, apply to a competitive bidding process conducted under this chapter by a governmental entity as defined by Section 271.021, Local Government Code.

They key to 2226.106 is that it references only 271.027(a), not 271.027(b), which is the provision that was causing us problems.

Sec. 271.027. AWARD OF CONTRACT.

(a) The governmental entity is entitled to reject any and all bids.

~~(b) The contract must be awarded to the lowest responsible bidder, but the contract may not be awarded to a bidder who is not the lowest bidder unless before the award each lower bidder is given notice of the proposed award and is given an opportunity to appear before the governing body of the governmental entity or the designated representative of the governing body and present evidence concerning the bidder's responsibility.~~

Given this development, the District is to use the following criteria in considering the award of a bid:

Sec. 2269.055. CRITERIA TO CONSIDER. (a) In determining the award of a contract under this chapter, the governmental entity may consider:

(1) the price;

(2) the offeror's experience and reputation;

(3) the quality of the offeror's goods or services;

(4) the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;

(5) the offeror's safety record;

(6) the offeror's proposed personnel;

(7) whether the offeror's financial capability is appropriate to the size and scope of the project;

and

(8) any other relevant factor specifically listed in the request for bids, proposals, or

qualifications.

(b) In determining the award of a contract under this chapter, the governmental entity shall:

(1) consider and apply any existing laws, including any criteria, related to historically underutilized businesses; and

(2) consider and apply any existing laws, rules, or applicable municipal charters, including laws applicable to local governments, related to the use of women, minority, small, or disadvantaged businesses.

As you can see, price is but one factor of the equation. We can also consider experience and reputation.

So, here you go Bob. I was wrong initially and please utilize this criteria in your review of Bids submitted for the emergency room.

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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Hubert Oxford, IV
Benckenstein & Oxford, L.L.P.
3535 Calder Avenue, Suite 300
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Exhibit “H-2”

Proposal 1
Satellite Shelter, Inc.

Size: 24*60

Price: \$67,607.00

Includes:

1. Delivery and Installation
2. Labor and Material
3. Steps
4. Vinyl Skirting Install
5. ADA ramp



Sherrie Norris <sherrie@wshd-tx.com>

[Fwd: Winnie, TX Quote]

1 message

Anthony Stramecki <anthony@stramecki.com>

Mon, Oct 14, 2019 at 7:54 AM

To: sherrie@wshd-tx.com

Cc: murrelledward@yahoo.com

Good morning,

1st quote from Satellite Shelters

Anthony

----- Original Message -----

Subject: Winnie, TX Quote

From: "Megan Lamport" <MeganL@SatelliteCo.com>

Date: Fri, October 11, 2019 2:51 pm

To: "anthony@stramecki.com" <anthony@stramecki.com>

Anthony,

I apologize for the delay. Attached is the requested quote for a 24x60 doublewide office for Winnie, TX. This would be a brand new doublewide from the factory. Purchasing new includes a 1 year warranty with additional warranty on the HVAC from the original manufacturer. Also attached is a basic layout from the factory. Sales tax is the only thing not included on the quote. If you want to proceed, I would need the attached quote signed and the new account application completed. I can then complete the additional paperwork needed for the sale. Please let me know if you have any additional questions.

Megan Lamport | Sales Representative
Satellite Shelters, Inc. - The First In Space
18500 Van Rd, Houston, TX 77049
Phone: (281) 456-0457 | Mobile: (816) 808-2938 | Fax: (281) 456-8925
Veteran-Owned, Small Business
MeganL@satelliteco.com <mailto:MeganL@satelliteco.com> |
www.satelliteco.com <http://www.satelliteco.com/>

3 attachments



untitled-[1.2].html

4K



Winnie Hospital New Account Application.pdf

10K



Winnie Stowell_2460DWORRPurchase_RQ113208.pdf

292K



Satellite Shelters, Inc.

18500 Van Rd
Houston, TX 77049-1324

Phone: 281-456-0457

Your Satellite Sales Representative:

Megan Lampert

Email: meganl@satelliteco.com

Contract Date: 10/11/2019

Contract No.: RQ113208

Page: 1

Company:

Winnie Stowell Hospital
Anthony Stramecki
PO Box 1997
Winnie, TX 77665

Contact:

Anthony Stramecki
409-296-1003

Ship-To Address:

Winnie Stowell Hospital
To be provided
Winnie, TX 77665

Pymt Terms: NET30

Delivery Date (On or About): 10/11/2019

Term: 0 Month(s)

Description	Term	Qty	Unit Price	Total Price	Extended Contract Price
2020 24x60 Doublewide Office w/RR		1	60,000.00	60,000.00	
New from factory. 4 office, open center, 2 RR					
Delivery		Each 2	572.00	1,144.00	
Setup - Labor and Material		Each 1	2,970.00	2,970.00	
Ramp Delivery & Install		Each 1	3,493.00	3,493.00	
Pricing does not include sales tax. Pricing is based on a level setup.					

Optional Items - Not Included in Total	Term	Qty	Unit Price	Total Price	Extended Contract Price
* Check and Initial to Add Optional Items to Contract					
<input type="checkbox"/> _____ Used Steps		Each 2	650.00	1,300.00	
<input type="checkbox"/> _____ Vinyl Skirting Install		Each 1	2,160.00	2,160.00	
<input type="checkbox"/> _____ Purchase ADA Ramp		Each 1	11,547.00	11,547.00	

Total Recurring Charges	0.00	0.00
Total One Time Charges	67,607.00	67,607.00
Total Contract		67,607.00

Signature: _____

Date: _____

Print Name: _____

PO #: _____

Title: _____



Satellite Shelters, Inc.

18500 Van Rd
Houston, TX 77049-1324

Phone: 281-456-0457

Your Satellite Sales Representative:

Megan Lampert

Email: meganl@satelliteco.com

Contract Date: 10/11/2019

Contract No.: RQ113208

Page: 2

Quote is based upon availability and credit approval. Clerical errors are subject to correction.

All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect.

- Charges do not include applicable tax and are billed in advance unless otherwise noted.
- Anchor pricing based on dirt.
- Additional charges may apply to other surfaces, encountering concealed conditions or rock.
- Anchors do not guarantee prevention of weather-related damages.
- Building and anchor removal based on disconnecting metal strapping and leaving the anchor head or any foundations below grade.
- Site/Surface repairs/restoration is not included.
- Satellite Shelters does not warrant that the equipment meets local/state codes not specifically stated.
- Install and removal price assumes level truck-accessible site free of obstruction above/below ground with adequate soil bearing (min.3,000psf) and proper water drainage away from building.
- Prices based on non-prevailing wage rates with use of non-union labor.
- Permits (except transport) and other scopes of work/additional items are not included unless specifically listed herein.
- All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect.

Insurance Requirements:

Pursuant to Section 2 of the Satellite Shelters, Inc's Lease Agreement and its Terms and Conditions, a Lessee is obligated to provide insurance to Satellite Shelters, Inc. ("Lessor") with the following insurance coverage:

1. **Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment as pursuant to Section 2 of the Terms and Conditions.
2. **Commercial Property Insurance:** Unless Lessee provides Lessor with a certificate of insurance acceptable to Lessor, in the amounts stated herein, or Lessee has maintained a blanket insurance certificate on file with Lessor, Lessee is required to utilize Lessor's Damage Waiver Program. Property Insurance shall cover all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

Damage Waiver Program:

Lessee: elects to participate in the Lessor's Damage Waiver Program. Lessee: understands and agrees that under this program, the Lessor waives, for a fee, Lessee's obligation to carry Commercial Property Insurance and Lessee's liability to Lessor for repair or replacement of the modular units leased from Satellite Shelters, Inc. resulting from loss or damage as specified in Section 3 of the Terms and Conditions. Lessee: remains liable to Satellite Shelters, Inc. for the amount of the damage deductible per unit of equipment noted above. Please refer to the Terms and Conditions for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Agreement. Any such signature shall be treated as an original signature for all purposes.

Acceptance of this quote by signature on page 1 constitutes a Rental Order and acceptance of Satellite Shelters, Inc. (Lessor) Rental Order Terms and Conditions which can be viewed at

<https://www.satelliteco.com/download/pdf/SatelliteSheltersRentalOrderTCs.pdf>



NEW ACCOUNT APPLICATION

Satellite Shelters, Inc. - Houston
 18500 Van Rd
 Houston, TX 77049-1324

Sales Rep: Megan Lamport
Phone: 281-456-0457
Email: meganl@satelliteco.com

CT60159

Please complete or correct the information below and return to your Sales Rep listed above.

COMPANY INFORMATION

Full Legal Name of Company			
Winnie Stowell Hospital			
Billing Address	City	State	Zip
PO Box 1997	Winnie	TX	77665
President/Officer Name	Title	Phone #	
Federal Tax ID# or SSN	Year Business Established	Type of Business: Corp, Sole Prop, Partnership, Other	

Is your company tax exempt? Circle Yes or No.
 If Yes, please attach your tax-exempt certificate with this application. Yes No

Does your company have a Certificate of Insurance (COI) for rental equipment? Circle Yes or No.
 If Yes, please attach a current COI with Satellite Shelters, Inc. listed as the certificate holder. Yes No

ACCOUNTS PAYABLE INFORMATION

Accounts Payable Contact Name	Accounts Payable Phone #
Accounts Payable Email	Invoicing Method Preferred: Mail, Electronic, Other

Does your company require PO's for invoicing? Circle Yes or No. Yes No

EQUIPMENT & QUOTE INFORMATION

Quote #	Requested Delivery Date	Equipment Description	Recurring Charges	Total One-Times	Total Contract
RQ113208	10/11/19	2460DWORR	\$0.00	\$82,614.00	\$82,614.00
Delivery Address			City	State	Zip
To be provided			Winnie	TX	77665
Onsite Contact Name			Onsite Contact Cell #		

I authorize Satellite Shelters, Inc. or its assignees to verify the information contained on this application and utilize third-party credit reporting to determine credit eligibility. Satellite Shelters, Inc. and/or its assignees agrees to keep all information confidential. Signature by hand, type or electronic constitutes agreement.

Printed Name _____ Title _____

Signature _____ Date: _____

Proposal 2

Mobile Modular

Size: 24*64

Price: \$122,850.76

Includes:

1. Delivery and Installation
2. Labor and Material
3. Vinyl Skirting Install
4. ADA ramp-Construct wood ramp



Sherrie Norris <sherrie@wshd-tx.com>

[Fwd: RE: Layout & standard product pics]

1 message

Anthony Stramecki <anthony@stramecki.com>

Mon, Oct 14, 2019 at 7:55 AM

To: sherrie@wshd-tx.com

Cc: murrelledward@yahoo.com

Good morning,

2nd quote from Mobile Modular

Anthony

----- Original Message -----

Subject: RE: Layout & standard product pics

From: "Nina Webster" <Nina.Webster@mobilemodular.com>

Date: Thu, October 10, 2019 2:05 pm

To: "Jonathan Steward" <Jonathan.Steward@mobilemodular.com>
"Anthony Stramecki" <anthony@stramecki.com>

Thank you Jon for assisting in my absence!

Anthony,

Attached you will find the sales quotation for our 24x64 modular building.

I will call you tomorrow to follow up. However, please feel free to call me if you have any questions or concerns.

Best,

Nina Webster
Sales Specialist
Office 713.378.8552
Cell 281.330.1430
4445 E Sam Houston Parkway South
Pasadena, Texas 77505

www.mobilemodular.com

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may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail and delete the message.

-----Original Message-----

From: Jonathan Steward <Jonathan.Steward@mobilemodular.com>

Sent: Thursday, October 10, 2019 1:38 PM

To: Anthony Stramecki <anthony@stramecki.com>

Cc: Nina Webster <Nina.Webster@mobilemodular.com>

Subject: RE: Layout & standard product pics

Anthony,

I am not sure I gave an actual timeframe on when to expect a quote for a new building, so no need for apologies.

We should be able to get a quote on a standard building by the end of today & turn a quote around no later than tomorrow morning. Thanks!

Regards,

Jon Steward
Regional Sales Manager-Central
Mobile Modular Management Corporation
Cell 817-829-2911
Office 469-507-3317

-----Original Message-----

From: Anthony Stramecki <anthony@stramecki.com>
Sent: Thursday, October 10, 2019 9:42 AM
To: Jonathan Steward <Jonathan.Steward@mobilemodular.com>
Subject: Re: Layout & standard product pics

Jon,


Thank you, I apologize if you already told me but when could I expect the quote?

Thanks,
Anthony

On Wed, October 9, 2019 1:08 pm, Jonathan Steward wrote:

> Anthony,
>
>
> Thank you very much for discussing your needs for this new building.
> Attached are standard pictures & layout for our lease product.
>
>
> As we discussed, your responsibilities will be regarding site prep,
> plumbing/electrical connections & permits that may be required to
> occupy the building.
>
> Action items for us will be:
>
>
> * Getting a quote for our standard layout from our manufacturers
>
>
> * Preparing quote to include the new building, installation,
> delivery, skirting (optional) & ADA deck/ramp
>
> * Sending information on our standard product (see attached)
>
>
> Let me know if there are any further questions or if we can assist
> with anything else. Thanks again & we look forward to working with you!
>
> Jon Steward

> Regional Sales Manager-Central
> (469) 507-3317 (Office)
> (817) 829-2911 (Cell)
> (972) 499-1823 (Fax)
> Mobile Modular Management Corporation
> 2849 E. Main Street
> Grand Prairie, TX 75050
> Do you know someone who needs modular space solutions? We always
> appreciate referrals. Introduce us and receive a \$25 gift card or
> donation in your name! Ask me for information.
>
>
> [Description: Description: Description: untitled]
>
>
> https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.MobileModularRents.com&c=E,1,_25bcw5ePQBn9iG6bZ9zmfGQm2QByWU7fc4yWWMtGC54NeuBitRgWSLW9jgRJ-objTVyFC8dqtU4koV-II97x899F9cG3ZPIhL-bFc1PyvtY,&typo=1<https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fwww.mobilemodularrents.com%2f&c=E,1,Xg3Vnacdhfwtkx0du50rXEeVSIqp2Lq92z4dy-xzj8Y9gfaMNWys1qC7ji99TtLYJ33alkQBle9cDNcS_7NUk458X8yCDJpfKkqxPbHqy4Bdh0H&typo=1>
>
>
> Find and follow us on facebook, Linkedin and Twitter!
>
>
> This message contains information which may be confidential and/or
> privileged. Unless you are the addressee (or authorized to receive for
> the addressee), you may not use, copy or disclose to anyone the
> message or any information contained in the message. If you have
> received the message in error, please advise the sender by reply
> e-mail and delete the message.
>
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>

 **277116.pdf**
22K



Mobile Modular Management Corporation
 4445 E Sam Houston Parkway South
 Pasadena, TX 77505-3912
 Phone: (281) 487-9222
 Fax: (281) 487-1289
 www.mobilemodular.com

Sale Quotation and Agreement

Quotation Number: 277116
 Customer PO/Ref:
 Date of Quote: 10/10/2019

Sign up for the Easy Sale Option (see end of document for details)

Customer Information	Site Information	Mobile Modular Contact
WSHD Winnie, TX 77665 Anthony Stramecki anthony@stramecki.com Phone: (978) 399-9935	WSHD Winnie, TX 77665 Anthony Stramecki anthony@stramecki.com Phone: (978) 399-9935	Questions? Contact: Nina Webster nina.webster@mobilemodular.com Direct Phone: (713) 378-8552 Fax: 281-487-1289

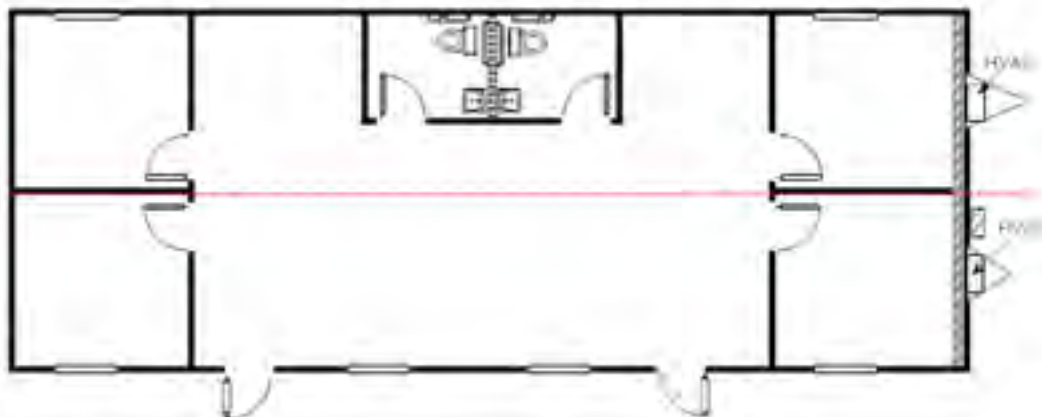
Product Information	Qty	Purchase Price	Extended Purchase Price	Taxable
OfficeMaker DW 24x64 TX (Item1949) <i>NA130 mph Exposure C4' welded Hampton Panel Grey~5/8" FRP (white) Commercial Tell Star Pro Doors with 10x106</i>	1	\$94,800.00	\$94,800.00	Y
Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
OfficeMaker DW 24x64 TX (Item1949)				
Block and Level Building (A5)	1	\$3,800.00	\$3,800.00	Y
Delivery Haulage 12 wide	2	\$675.00	\$1,350.00	Y
Install Foundation, Tiedown (Blvl)	14	\$56.00	\$784.00	Y
Installation, Construct Wood Ramp <i>(1) 4x30 ADA ramp and (1) single set of steps -</i>	1	\$9,850.00	\$9,850.00	Y
Installation, Skirting, Wood	176	\$16.50	\$2,904.00	Y
			<u>\$18,688.00</u>	

Total Estimated Charges	
Subtotal	\$113,488.00
Taxes	\$9,362.76
Total Charges (including tax)	\$122,850.76

Special Notes

Floor Plans

OfficeMaker DW 24x64 TX (Item1949)



All drawings and specifications are nominal.

Sale Quotation and Agreement

Quotation Number: 277116

Customer PO/Ref:

Date of Quote: 10/10/2019



Additional Information

- Quote is valid for 30 days.
- Customer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by customer. Unless noted, prices do not include permits, stairs, foundation systems, temporary power, skirting, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- This transaction is subject to prior credit approval and all terms, conditions, and attachments of MMMC's standard contract.
- Down Payment required on execution.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Thank you for contacting Mobile Modular.

Mobile Modular is a division of McGrath RentCorp.

277116, 10-10-2019 11:59 AM prod

www.mobilemodular.com

Page 2 of 3

Sale Quotation and Agreement

Quotation Number: 277116
Customer PO/Ref:
Date of Quote: 10/10/2019



Mobile Modular Easy Sale. Sign Me Up!

Getting your modular building on its way has never been easier... and faster. With Mobile Modular Easy Sale you can convert your Sale Quotation directly into a Sale Agreement by signing below. Once we receive your signed Easy Sale option, we'll finalize your building details and get your project on its way.

Review and acknowledge agreement.

This Quotation is subject to Mobile Modular Management Corporation, a California corporation, herein known as seller (the "Seller"), credit approval of Customer, herein known as buyer (the "Buyer"). Seller does not warrant that the equipment meets any local or state code not specifically listed herein. Equipment is subject to availability. By signing below, customer accepts the terms of this quotation including prices and specifications, and instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the Seller's Sale Agreement. Such sale, and customer's agreement thereto, is subject to Seller's standard terms and conditions located on the Seller's web site at (www.mobilemodular.com/contractterms) which are incorporated by reference herein. Customer may request a copy of the terms and conditions from Seller. No alterations, additions, exceptions, or changes to any Quotation or Agreement made by Buyer shall be effective against Seller, whether made hereon, contained in any printed form of Sale or elsewhere, unless accepted in writing by Seller. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the Seller's Sale Agreement shall carry no force or effect except as an instrument of billing.

Seller:
Mobile Modular Management Corporation

By: _____
Name: _____
Title: _____
Date: _____

Buyer:
WSHD

Signature: _____
Print Name: _____
Title: _____
Date: _____

Proposal 3
WILLSCOTT

Size: 24*60

Price: \$112,114.71.

Includes:

1. Delivery and Installation
2. Labor and Material
3. Vinyl Skirting Install
4. Steps
5. ADA ramp-Construct wood ramp



Sherrie Norris <sherrie@wshd-tx.com>

[Fwd: RE: Floor Plan]

1 message

Anthony Stramecki <anthony@stramecki.com>

Mon, Oct 14, 2019 at 7:56 AM

To: sherrie@wshd-tx.com

Cc: murrelledward@yahoo.com

Good morning,

3rd quote from Willscot

Anthony

----- Original Message -----

Subject: RE: Floor Plan

From: "Maggio, Jake" <Thomas.Maggio@willscot.com>

Date: Thu, October 10, 2019 9:52 am

To: "Anthony Stramecki" <anthony@stramecki.com>

Good Morning Anthony,

It was great speaking with you yesterday regarding this double-wide project! I've attached a quote for your review as well as the floor plans. This building would be coded to withstand 140mph winds. Let me know your thoughts and if we are in the ballpark of your current budget. Talk with you soon!

Jake Maggio
Territory Sales Manager

[willscot-logo-email]

Office: +1 (713) 466-4353 x37702

Cell: +1 (346) 774-0797

Thomas.Maggio@willscot.com <mailto:Thomas.Maggio@willscot.com> | [willscot.com](https://www.willscot.com/) <https://www.willscot.com/>

Request Service <<https://www.willscot.com/support/request-customer-service>>

| Request A Quote <<https://www.willscot.com/request-a-quote>>

Our solutions are ready to work. So from day one, our customers are ready to work.

View our approach in action <https://www.youtube.com/watch?v=L6xzalbBU_s>.

-----Original Message-----

From: Anthony Stramecki [mailto:anthony@stramecki.com]

Sent: Thursday, October 10, 2019 9:20 AM

To: Maggio, Jake <Thomas.Maggio@willscot.com>

Subject: Re: Floor Plan

Caution: External email. Do not click on links or open attachments unless you know the content is safe.

Jake,

My apologies if I forgot to ask but can you work up a quote on this as well for us?

in the quote please include the below and anything else you think we may need to be aware of. call me if you have any questions.

New or Used - Purchase Price

Delivery/transportation fee

Site setup

steps/landing

skirting

Anthony Stramecki

978-399-9935

On Wed, October 9, 2019 9:10 am, Maggio, Jake wrote:

>

>

>

> Jake Maggio

> Territory Sales Manager

>

>

>

> [willscot-logo-email]

>

>
> Office: +1 (713) 466-4353 x37702
> Cell: +1 (346) 774-0797
> Thomas.Maggio@willscot.com<mailto:Thomas.Maggio@willscot.com<mailto:Thomas.Maggio@willscot.com%3cmailto:Thomas.Maggio@willscot.com>>

|
> [willscot.com](https://www.willscot.com/)<<https://www.willscot.com/>>

> Request
> Service<<https://www.willscot.com/support/request-customer-service>>
> | Request A Quote<<https://www.willscot.com/request-a-quote>>

>
>
> Our solutions are ready to work. So from day one, our customers are
> ready to work. View our approach in
> action<https://www.youtube.com/watch?v=L6xzalbBU_s>.

>
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> If you wish to stop receiving marketing related materials, including
> newsletters, event invites, information regarding products and service
> offerings, promotional campaigns ("Electronic Communications") please
> unsubscribe by sending an email to
> unsubscribe@willscot.com<mailto:unsubscribe@willscot.com>. Please
> note that communications regarding your account or current business
> transactions, including but not limited to invoices, payment requests,
> collection notices, and/or courtesy reminders may still be sent
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If you wish to stop receiving marketing related materials, including newsletters, event invites, information regarding products and service offerings, promotional campaigns ("Electronic Communications") please unsubscribe by sending an email to unsubscribe@willscot.com. Please note that communications regarding your account or current business transactions, including but not limited to invoices, payment requests, collection notices, and/or courtesy reminders may still be sent electronically.

5 attachments

image001.jpg



21K



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11K



Winnie-Stowell Hospital District 1154486.pdf

70K



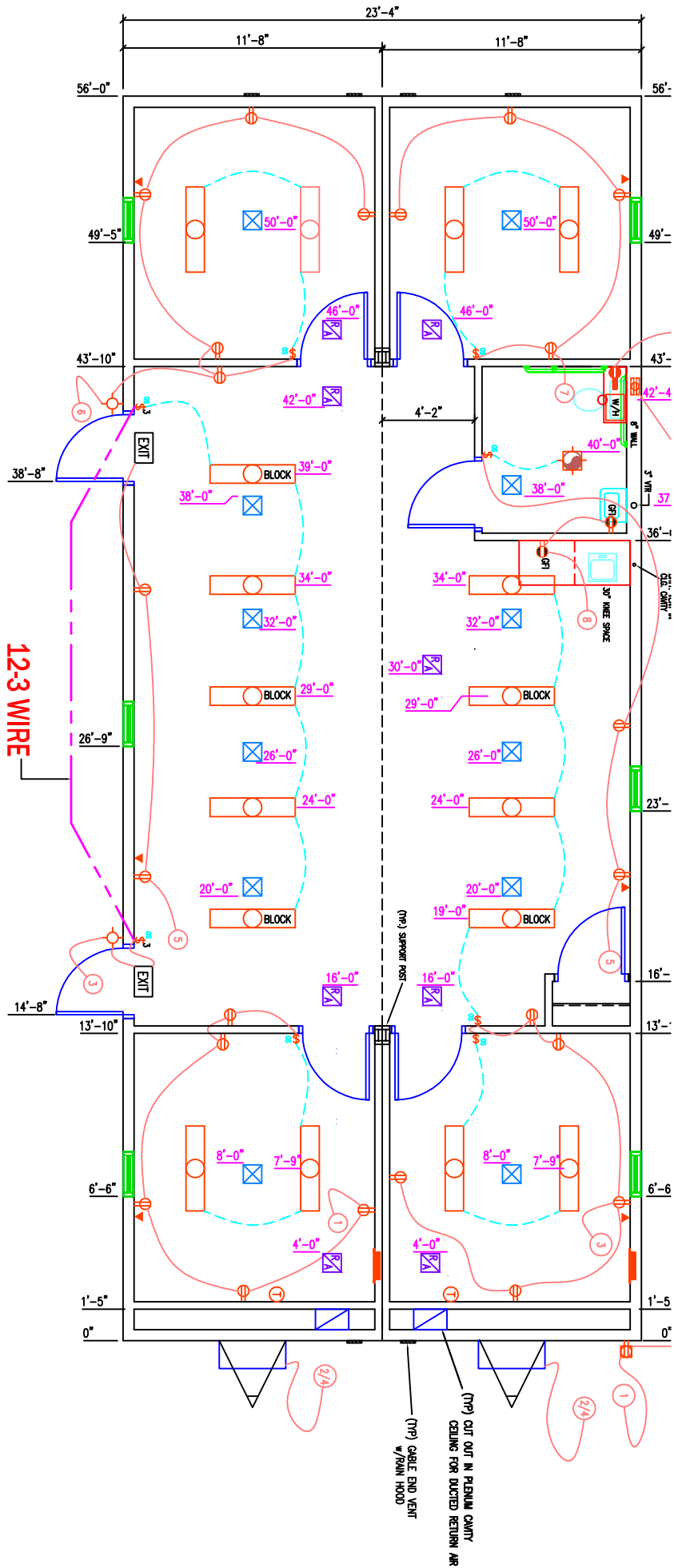
24x56 1RR transverse roof floor plan.pdf

62K



60x24_Section_Modular.pdf

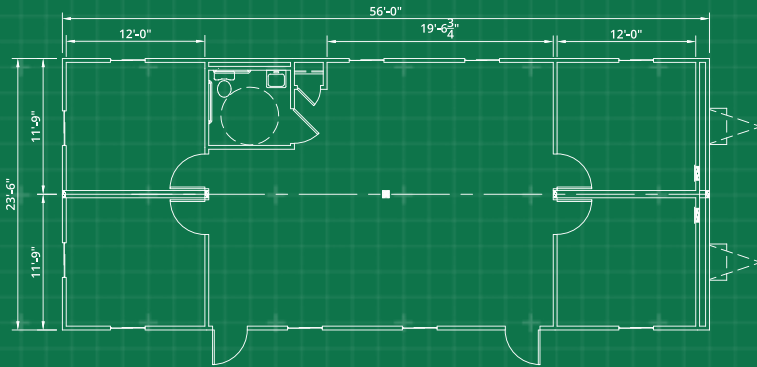
1206K





+ ———

In addition to your office solution, we can provide additional products and services that complete your space- creating a more productive, comfortable, and safe work environment.



CUSTOMIZATION

- Steps & Ramps
- Furniture & Appliances
- Technology
- Site Services
- Loss Protection

Dimensions

60' Long (including hitch)
 56' Box size
 24' Wide
 8' Ceiling height
 Other double-wide sizes are available

Exterior Finish

Aluminum or wood siding
 I-Beam Frame
 Standard drip rail gutters

Interior Finish

Paneled walls
 Carpet or vinyl tile floor
 Gypsum Ceiling
 Private office(s)

Electric

Fluorescent ceiling lights
 Single phase electric and breaker panel

Heating/Cooling

Central HVAC

Windows/Doors

Horizontal slider windows
 (2) Vision panel doors with standard locks or (2) steel doors with dead bolt lock

Other

Optional restroom





Williams Scotsman, Inc.
 14207 West Hardy Road
 Houston TX 77060-4615

Your Williams Scotsman Representative
 Jake Maggio
 Territory Sales Manager

Contract Number: 1154486
Revision: 2
Date: October 09, 2019

Phone: (281)227-6572
Fax: 281-227-6572
Email: tjmaggio@willscot.com
Toll Free: 800-782-1500

SALE AGREEMENT FOR NEW EQUIPMENT WITH LIMITED WARRANTY

Buyer:

Winnie-Stowell Hospital District
 333 North Fm 95
 Garrison, Texas, 75946

Contact:

Anthony Stramecki
 Winnie, TX, 77665
 Phone: 9783999935
 Fax:
 Email: anthony@stramecki.com

Ship To Address:

WINNIE , TX 77665 US
Delivery Date (on or about):
11/20/2019

Unit Description and Pricing	Quantity	Price	Extended
60x24 Modular (56x24 Box)	1	\$90,769.23	\$90,769.23
Ramp - Delivery & Installation	1	\$714.29	\$714.29
ADA/IBC Ramp-36' w/ switchback	1	\$4,038.46	\$4,038.46
Steps - OSHA Aluminum Sale	1	\$661.54	\$661.54
Delivery Freight	2	\$5,269.33	\$10,538.66
Block and Level	1	\$2,933.33	\$2,933.33
Vinyl skirting	160	\$15.37	\$2,459.20
Total Purchase Price Including Delivery & Installation (if applicable)* :			\$112,114.71

*All prices exclude applicable taxes.

Summary of Charges

Model: SM6024	QUANTITY: 1	Total Charges for (1) Building(s): \$112,114.71
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Williams Scotsman, Inc.
 14207 West Hardy Road
 Houston TX 77060-4615

Your Williams Scotsman Representative
 Jake Maggio
 Territory Sales Manager

Contract Number: 1154486

Revision: 2

Date: October 09, 2019

Phone: (281)227-6572
Fax: 281-227-6572
Email: tjmaggio@willscot.com
Toll Free: 800-782-1500

Payment Terms

Sales Percent Down: 30%
 Sales Percent Pre Delivery: 60%
 Sales Percent Net: 10%

Sales Percent Net Days: 10 days
 Credit Terms: 30% upon placement of order; 30% due upon approval of drawings; 30% due upon completion of modules at the factory; 10% due Net 10 days from substantial completion; subject to credit review.

Acknowledgement

This Sales Agreement (the "Agreement") is made on October 10, 2019, by and between **Williams Scotsman, Inc.**, a Maryland corporation, doing business at 901 S Bond Street Suite 600, Baltimore, Maryland 21231 ("Seller") and Winnie-Stowell Hospital District ("Buyer"), doing business at the address noted above.

Buyer agrees to purchase from Seller one or more trailer(s) and/or relocatable modular and/or pre-fabricated structures, including stairs, railings, furniture, and other items attached or appurtenant thereto, as noted above and detailed on any Addenda to this Agreement (hereinafter collectively referred to as the "Equipment"), for the purchase price and payment terms and subject to the terms and conditions set forth of this Agreement and as detailed on the Addenda to this Agreement. The Agreement and the Addenda together form the "Contract Documents". The Addenda are as follows and are an integral part of this Agreement.

Addenda: No addenda are included with this document

*All prices exclude applicable taxes.

By its signature below, Buyer hereby acknowledges that it has read and agrees to be bound by the Seller's Sales Agreement Additional Terms and Conditions (11-30-2011) located on Seller's internet site (<http://www.willscot.com/terms>) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Seller subject to the terms therein.

LIMITED WARRANTY: Seller hereby warrants to Buyer that at the time of delivery Seller has good and marketable title to the Equipment, free and clear of all liens and encumbrances arising by or through the Seller. Seller warrants to Buyer that the materials and equipment (the "Equipment") furnished by Seller hereunder will be of good quality and new (factory built) and free from defects for a period of one (1) year from the date of delivery of the Equipment. Further, Seller hereby assigns to Buyer all assignable manufacturers' warranties, which shall be subject to the specific manufacturer's warranty provisions and time period. During the warranty period, Seller shall repair or replace all defective parts of the Equipment which are covered under Seller's warranty, (excluding maintenance items such as HVAC filters, fire extinguishers, fuses/breakers, and light bulbs). Seller's warranty excludes repairs for damage or defect caused by abuse, work or modifications not executed by Seller, Buyer's alteration of the Equipment, improper or insufficient maintenance, improper operation, unreasonable and/or excessive use, or use of the Equipment for a purpose for which it was not intended or other misuse. Seller shall have no liability whatsoever for any consequential or incidental damages, costs or expenses arising from the Equipment, the work or any other factor. **Except as expressly stated herein, Seller disclaims any and all other warranties, either expressed or implied, including without limitation all warranties of merchantability, fitness for a particular purpose or usage of trade.**

Signatures	
BUYER (Name): Winnie-Stowell Hospital District	SELLER: Williams Scotsman, Inc.
Signature:	
Print Name:	
Title:	
Date:	
PO#	

PLEASE RETURN SIGNED AGREEMENT TO: BALLleases@willscot.com

Williams Scotsman now issues paperless invoices via email, an efficient, convenient & environmentally friendly process. Go green and provide us with the proper email address for your invoices.

AP Email:

No thanks. Please mail my invoices to:	
Garrison, Texas, 75946	



Sherrie Norris <sherrie@wshd-tx.com>

[Fwd: Quote and floor plan - New 24' X 56' building.]

1 message

Anthony Stramecki <anthony@stramecki.com>
To: sherrie@wshd-tx.com
Cc: murrelledward@yahoo.com

Mon, Oct 14, 2019 at 7:57 AM

Good morning,

4th quote from Precision Structures

Anthony

----- Original Message -----

Subject: Quote and floor plan - New 24' X 56' building.
From: "Doylton Davis" <doylton@precisionstructuresinc.com>
Date: Wed, October 9, 2019 11:48 am
To: "Anthony Stramecki" <anthony@stramecki.com>
"Sara Felton" <sara@precisionstructuresinc.com>
"Lee Ann Davis" <leeann@precisionstructuresinc.com>

Anthony, thank you for your inquiry. Attached for your review is our proposal quote and the floor plan.

If there is any change to the 10 AM Monday meeting please let me know.

Thanks.

Doylton Davis
Precision Structures, Inc.
Veteran-Owned, Small Business
21 Years Strong 1998-2019
5055 Burke Rd.
Pasadena, TX 77504
281.487.7009 Office
281.686.1561 Mobile

3 attachments

 **untitled-[1.2].html**
2K

 **Quote to Anthony Stramecki at Winnie Hospital - Oct. 9, 2019.doc**
40K

 **24' X 56' with 2RR transverse roof stock floor plan - June 13, 2019.pdf**
66K

Precision Structures, Inc.

5055 Burke
Pasadena, Texas 77504

Telephone 281-487-7009
Facsimile 281-487-5944

Date: Oct. 9, 2019

Company name: Winnie Stol Hospital District

Customer name: Anthony Stramecki

Customer address: Winnie, TX

Delivery address: Same

Customer telephone: 978.399.9935

email: anthony@stramecki.com

Quantity, Size, and Description: New - Modular office building - Reference attached floor plan. Quoted building is a new Texas state sealed building built for 140 MPH wind zone.

1. Building has 1/2" prefinished vinyl covered gypsum paneling interior wall covering.
2. Building is wired complete w/raceway, electrical receptacles, & electric panels.
3. Building has central HVAC units (heat and cool) fully ducted through the attic space.
4. Building has two (2) - 36" X 80" heavy duty, metal and fiberglass laminated, exterior doors.
5. Building is fully insulated in floor (R-30), walls (R-19), and roof (R-49) to meet 2015 International Energy Conservation Code (IECC) requirements.
6. Building has exterior windows - 24" X 60" double pane, insulated, with blinds.
7. Building has vinyl tile floor covering.
8. Building has prefinished sheetrock ceiling, "Seaspray", 8' ceiling height, with florescent light fixtures.
9. Building has 26 gauge Hi-Rib steel exterior siding and .045 EPDM (rubber) roofing.
10. Building has 2" X 8" floor joists @ 16" o.c., 3/4" floor decking, 2" X 6" exterior wall studs @ 16" o.c. with OSB sheathing and house-wrap, and engineered roof trusses with 7/16" roof deck,

1. New 24' X 56' building - Purchase price:.....\$ 81,519.00 + tax.
2. New 24' X 56' building - 48 month lease/rental rate:.....\$ 1,307.00 per month + taxes.
3. New 24' X 56' building - 48 month Lease To Own rate:.....\$ 2,248.00 per month + taxes.

All new buildings have a full 12 month warranty.

Applicable other charges. All charges listed below are plus tax.

1. Delivery transportation:.....\$ 1,180.00.
2. **Site setup with anchors:.....\$ 4,435.00.
3. Prefab aluminum steps with landing and handrails:.....\$ 24.00 mo. ea. set or \$ 990.00 ea. set.
4. Site built 30' ADA ramp with covered landing & handrails:.....\$ 9,879.00.
5. Skirting:.....\$ 3,520.00.
6. **Dismantle at end of term - Applies only if a Lease/Rental:.....Current rates at time of return.
7. Return transportation - Applies only if a Lease/Rental:.....Current rates at time of return.

****If a Translift machine or a Housecat machine is require on site for either installation or dismantle, there is an additional charge of \$ 390.00 per floor.**

Taxes: Sales tax and any other applicable taxes (i.e. - property tax) are charged accordingly.

Insurance: Insurance certificate required for rental & L.T.O building(s); not applicable for purchase.

Site Requirements: * Installation set-up at customers site assumes a level site with not more than 6" rise or fall in 60', and a prepared surface with soil compaction of 1500 PSF or more. * Driver waiting time at site, muddy site conditions, and uneven or inaccessible site conditions requiring a translift may result in additional charges. * Installation set-up is based on using 8" X 8" X 16" precast concrete block piers on 4" X 16" X 16" precast concrete pads or steel jack stands on plastic pads without removing tires, axles or hitches. * Installation set-up tie-down anchors are either earth auger anchors, concrete expansion bolt anchors or rock/asphalt anchors. * Above prices do not include any provisions for permit fees if required by local permitting authorities. * Precision Structures does not warrant or claim that the above building(s) meets any local or state codes not specifically listed. * Above prices do not include any provisions for utility connections or any on site plumbing tees or plumbing manifolds. * Chair mats are required under caster chairs. Customer is responsible for air conditioner filter cleaning or replacement.

Delivery Schedule & Pricing: * Delivery for a new building ARO is approximately 20 to 60 working days. * Above pricing is good for 30 days from date of this quote. * Rental fleet units are subject to availability and are sold as is with no warranties or guarantees expressed or implied. * New buildings have a 12 month warranty. * Some buildings may vary slightly from submitted floor plans. * Customer is responsible for cleaning the building prior to return and any damages incurred during the rental/lease use of the building. This quote is subject to Precision Structures standard agreements and credit approval.