

Exhibit “A-1”

Winnie-Stowell Hospital District

Balance Sheet

As of October 31, 2019

	<u>Oct 31, 19</u>
ASSETS	
Current Assets	
Checking/Savings	
100 Prosperity Bank -Checking	309,207.31
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	685,258.85
107 Graham InterBank combined	
107.01a GIB 1008 DAISA	-0.10
107.01b GIB 0228 DACA	250,000.00
107.01c GIB Collateral Funds	3,161,709.80
Total 107 Graham InterBank combined	3,411,709.70
108 Allegiance Bank NH Combined	2,484,552.26
Total Checking/Savings	9,733,167.46
Other Current Assets	
110 Sales Tax Receivable	116,206.43
114 Accounts Receivable NH	21,121,021.27
117 NH - QIPP Prog Receivable	
117.01 NH QIPP 1	1,344,956.88
117.02 NH QIPP 2	113,406.43
117.03 NH QIPP 3	3,288,386.79
Total 117 NH - QIPP Prog Receivable	4,746,750.10
118 Prepaid Expense	3,775.00
119 Prepaid IGT	4,998,937.90
Total Other Current Assets	30,986,690.70
Total Current Assets	40,719,858.16
Fixed Assets	
120 Equipment	140,654.96
125 Accumulated Depreciation	-113,810.64
Total Fixed Assets	26,844.32
TOTAL ASSETS	40,746,702.48
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
190 NH Payables Combined	2,484,369.22
201 NHP Accounts Payable	2,974,838.89
201.1 NH Payable - LTC	410,420.00
210.14 Loan Payable #15 QIPP 3	7,113,077.80
225 FUTA Tax Payable	112.00
230 SUTA Tax Payable	251.31
235 Payroll Liabilities	2,442.62
240 Accounts Payable NH	19,342,663.01
Direct Deposit Liabilities	-3,254.80
Total Other Current Liabilities	32,324,920.05
Total Current Liabilities	32,324,920.05
Total Liabilities	32,324,920.05

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11/19/19

Accrual Basis

Winnie-Stowell Hospital District

Balance Sheet

As of October 31, 2019

	<u>Oct 31, 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	445,190.20
	<hr/>
Total Equity	8,421,782.43
	<hr/>
TOTAL LIABILITIES & EQUITY	<u><u>40,746,702.48</u></u>

Exhibit “A-2”

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

Accrual Basis

As of October 31, 2019

	Jan - Oct 19	Budget	\$ Over Budget	% of Budget
Income				
400 Sales Tax Revenue	621,783.11	700,000.00	-78,216.89	88.8%
405 Investment Income	18,773.39	18,000.00	773.39	104.3%
409 Tobacco Settlement	9,838.50	9,800.00	38.50	100.4%
415 Nursing Home - QIPP Program	20,099,760.00	23,350,738.00	-3,250,978.00	86.1%
Total Income	20,750,155.00	24,078,538.00	-3,328,383.00	86.2%
Expense				
500 Admin-Administrative Salary	51,076.92	63,000.00	-11,923.08	81.1%
504 Admin-Administrators PR Tax	4,279.70	4,800.00	-520.30	89.2%
505 Admin-Board Bonds	150.00	250.00	-100.00	60.0%
515 Admin-Bank Service Charges	226.25	360.00	-133.75	62.8%
521 Professional Fees - Acctng	15,406.25	25,000.00	-9,593.75	61.6%
522 Professional Fees-Auditing	24,123.70	25,000.00	-876.30	96.5%
523 Professional Fees - Legal	10,000.00	25,000.00	-15,000.00	40.0%
550 Admin-D&O / Liability Ins.	10,341.13	10,341.13	0.00	100.0%
560 Admin-Cont Ed, Travel	2,136.00	5,000.00	-2,864.00	42.7%
561 Admin-Cont Ed-Medical Pers.	1,501.46	5,000.00	-3,498.54	30.0%
562 Admin-Travel&Mileage Reimb.	1,238.88	1,500.00	-261.12	82.6%
569 Admin-Meals	0.00	1,000.00	-1,000.00	0.0%
570 Admin-District/County Prom	0.00	2,500.00	-2,500.00	0.0%
571 Admin-Office Supplies/Post	3,627.06	6,800.00	-3,172.94	53.3%
572 Admin-Web Site	835.00	1,500.00	-665.00	55.7%
573 Admin-Copier Lease/Contract	1,988.22	2,500.00	-511.78	79.5%
575 Admin-Cell Phone Reimburse	1,537.50	1,800.00	-262.50	85.4%
576 Admin-Telephone/Internet	2,018.63	2,000.00	18.63	100.9%
590 Admin-Election Cost	3,137.09	3,137.09	0.00	100.0%
591 Admin-Notices & Fees	3,615.01	5,000.00	-1,384.99	72.3%
592 Admin Office Rent	750.00	2,250.00	-1,500.00	33.3%
600 East Chambers ISD Partnersh	150,000.00	180,000.00	-30,000.00	83.3%
602 IC-WCH 1115 Waiver Prog	1,338,165.66	1,338,165.66	0.00	100.0%
603a IC-Pharmaceutical Costs	90,438.89	100,000.00	-9,561.11	90.4%
604 IC-Non Hosp Costs UTMB	164,783.40	180,000.00	-15,216.60	91.5%
605 IC-Office Supplies/Postage	361.35	1,200.00	-838.65	30.1%
611 IC-Indigent Care Dir Salary	24,230.25	32,000.00	-7,769.75	75.7%
612 IC-Payroll Taxes -Ind Care	803.56	2,800.00	-1,996.44	28.7%
615 IC-Software	10,990.00	13,308.00	-2,318.00	82.6%
616 IC-Travel	426.86	550.00	-123.14	77.6%
617 IC -Youth Counseling	935.00	5,000.00	-4,065.00	18.7%
629 - Property Acquisition	650.00	200,000.00	-199,350.00	0.3%
630 NH Program-Mgt Fees	4,764,584.60	5,450,264.00	-685,679.40	87.4%
631 NH Program-IGT	10,570,716.00	12,450,207.00	-1,879,491.00	84.9%
633 NH Program-Acctg Fees	0.00	35,000.00	-35,000.00	0.0%
634 NH Program-Legal Fees	169,137.47	190,000.00	-20,862.53	89.0%
635 NH Program-LTC Fees	1,368,020.00	1,641,600.00	-273,580.00	83.3%
637 NH Program-Interest Expense	1,512,732.96	1,515,607.00	-2,874.04	99.8%
638 NH Program-Bank Fees & Misc	0.00	300.00	-300.00	0.0%
653 Service Fee	0.00	100.00	-100.00	0.0%
Total Expense	20,304,964.80	23,529,839.88	-3,224,875.08	86.3%
Net Income	445,190.20	548,698.12	-103,507.92	81.1%

Exhibit “A-3”

WSHD Treasurer's Report and Supporting Documents

Reporting Date: Wednesday, November 20, 2019

Pending Expenses	For	Amount	Funds Summary	Totals
Brookshire Brothers	Indigent Care	\$7,224.61	Prosperity Operating	\$338,881.75
Brookshire Brothers-Winnie	Indigent Care Medicare	\$3.40	Interbank (Restricted-Comp. 1 and Prepaid Int.)	\$1,200,595.27
Wilcox Pharmacy	Indigent Care	\$2,563.47	Interbank (Unrestricted)	\$1,203,016.16
UTMB at Galveston	Indigent Care	\$6,153.75	Prosperity CD	\$107,401.87
UTMB Faculty Group	Indigent Care	\$5,467.81	TexStar	\$685,258.85
Chambers Co Public Hosp Dist	Indigent Care	\$4,908.48	Allgeiance Bank LOC (Available)	\$2,785,399.12
Winnie-Stowell EMS	Indigent Care	\$388.90	Net Cash Position (less Interbank)	\$5,119,957.75
Barrier Reef ER Physician	Indigent Care	\$664.72	Pending Expenses	(\$45,873.17)
Indigent Healthcare Solutions	IC Inv #68832	\$1,109.00	Ending Balance	\$5,074,084.58
American Education Services	S Stern-Student Loan	\$300.28	Last Month	
Penelope (Polly) Butler	Youth Counseling	\$510.00	Prosperity Operating	\$439,223.85
Grace Nichols	Youth Counseling	\$85.00	Interbank-restricted	\$99,583.09
Benckenstein & Oxford	Inv# 49488	\$13,650.00	Interbank-unrestricted	\$100.00
Hubert Oxford	1/2 Legal Retainer	\$500.00	Prosperity CD	\$107,401.87
Josh Heinz	1/2 Legal Retainer	\$500.00	TexStar	\$684,183.27
David Sticker	Inv# 21453	\$1,843.75	Allgeiance Bank LOC (Available)	\$2,686,979.39
			Net Cash Position (less Interbank)	\$3,917,888.38
			Pending Expenses	(\$89,159.78)
			Ending Balance	\$3,828,728.60
Total Pending Expenses		\$45,873.17		

Interbank Account Reconciliation

GIB Balance 11/18/2019	\$2,403,611.43
QIPP 3 Sept. Comp. 1	1,089,501.13
QIPP 3, Sept. Comp. 2	\$155,278.79
QIPP 3, Sept. Comp. 2 Incentive Payment to Manager	(\$77,639.40)
Non-QIPP funds due to nursing homes	(\$9,571.00)
Overage for QIPP 2 Qtr 4	(\$23,783.74)
Balance to keep in GIB (<i>GIB has an Incoming wire fee \$10.00</i>)	(\$100.00)
Restricted	\$1,200,595.27
Unrestricted	\$1,203,016.16

Cash Flow for Remainder of 2019

Date	Transaction	Projected	Actual
	Balance	\$1,304,830.90	\$1,510,290.02
Nov. 15, 2019	Prepay Interest for Loan 16	(\$357,915.44)	(\$357,915.44)
Nov. 15, 2019	Sales Tax Revenue Estimate	\$40,000.00	\$51,109.88
Nov. 31, 2019	Interest for Loan 15 (Not Prepaid)	(\$99,583.09)	(\$99,583.09)
Nov. 31, 2019	Component 2 Payment	\$0.00	\$68,222.71
Nov. 31, 2019	Operating Expenses for November	(\$45,000.00)	(\$45,000.00)
	Balance	\$842,332.37	\$1,127,124.08
Dec. 15, 2019	Sales Tax Revenue Estimate	\$40,000.00	40000
Dec. 31, 2019	Component 2 Payment	\$0.00	\$68,222.71
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	\$1,090,763.70

*Estimates in italics

Expenses Since Last Meeting				
Date	To	For	Amount	
10/22/2019	Allegiance Bank	LOC-Principle pay off	(\$11,618.01)	Check
11/1/2019	LTC Group	Invs Aug, Sep, Oct	(\$400,800.00)	Wire
11/7/2019	Rollo Brothers	Rent Nov	(\$750.00)	Check
11/7/2019	Managers	Q2 Waterfall & Q2 Qtr 4 Lapse	(\$1,152,421.80)	Wire
Total Transactions Since Last Meeting			(\$1,565,589.81)	

Upcoming Transactions				
Anticipated Date	For	Upcoming Transactions	Income	Expenses
11/31/2019	MCO	QIPP 3, Qtr 1, October. Component 1 & 2 Payment	\$1,272,224.27	
11/31/2018	Managers	Payment of Incentive Fees (Comp. 2)		(\$72,955.04)
11/21/2019	Managers	Payment of 1/2 Telehealth Expenses		(\$9,416.62)
11/31/2019	Salt Creek Capital	Loan 15-Interest (Month 7/10)		(\$99,583.09)

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	\$1,107,480.96	\$1,207,064.05
7	12/29/2019	\$7,113,077.80	\$99,583.09	\$1,159,992.39	\$1,259,575.48
8	1/29/2020	\$7,113,077.80	\$99,583.09	\$1,181,376.00	\$1,280,959.09
Reserve	2/29/2020	\$7,113,077.80	\$0.00	\$5,569.78	\$5,569.78
9	2/28/2020	\$7,113,077.80	\$99,583.09	\$1,206,450.07	\$1,306,033.16
10	3/29/2020	\$7,113,077.80	\$99,583.09	\$1,368,277.18	\$1,467,860.27
Amount Paid	3/29/2020	\$0.00	\$995,830.90	\$7,113,077.80	\$8,108,908.70
Amount Remaining				\$0.00	\$0.00

Outstanding Short Term Revenue Note

Loan 16-Principle	\$5,067,701.53				
Interest	16.80%	10 Months: \$1,009,253.89		Set Aside: \$504,626.95	
Fund Received	12/1/2019				
	Date	Balance	Interest	Principal Rcvd.	Payment
1	12/31/2019	\$5,067,701.53	\$70,947.82	\$0.00	\$70,947.82
2	1/31/2020	\$5,067,701.53	\$70,947.82	\$0.00	\$70,947.82
3	2/28/2020	\$5,067,701.53	\$70,947.82	\$0.00	\$70,947.82
4	3/31/2020	\$5,067,701.53	\$70,947.82	\$0.00	\$70,947.82
5	4/30/2020	\$5,067,701.53	\$70,947.82	\$1,085,546.75	\$1,156,494.57
6	5/31/2020	\$5,067,701.53	\$70,947.82	\$1,088,679.63	\$1,159,627.45
7	6/30/2020	\$5,067,701.53	\$70,947.82	\$1,142,068.88	\$1,213,016.70
8	7/31/2020	\$5,067,701.53	\$70,947.82	\$1,169,629.76	\$1,240,577.58
Reserve	8/31/2020	\$5,067,701.53	\$0.00	\$581,776.51	\$581,776.51
9	8/31/2020	\$5,067,701.53	\$70,947.82	\$0.00	\$70,947.82
10	9/30/2020	\$5,067,701.53	\$70,947.82	\$0.00	\$70,947.82
Amount Paid	9/30/2020	\$0.00	\$709,478.20	\$5,067,701.53	\$5,777,179.73
Amount Due: March 29, 2020			\$709,478.20	\$5,067,701.53	\$5,777,179.73
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
	12/31/2019	Interest Payment		\$0.00	<i>(\$5,416.67)</i>
	1/31/2020	Interest Payment		\$0.00	<i>(\$5,416.67)</i>
	2/28/2020	Interest Payment		\$0.00	<i>(\$5,416.67)</i>
	3/31/2020	Interest Payment		\$0.00	<i>(\$5,416.67)</i>
	4/30/2020	Interest Payment		\$0.00	<i>(\$5,416.67)</i>
	5/31/2020	Interest Payment		\$0.00	<i>(\$5,416.67)</i>
	6/30/2020	Interest Payment		\$0.00	<i>(\$5,416.67)</i>
	7/31/2020	Principle Payment		\$0.00	<i>(\$5,416.67)</i>
	8/31/2020	Principle Payment		\$556,319.75	<i>(\$3,909.97)</i>
	9/30/2020	Principle Payment		\$1,008,066.26	<i>(\$1,179.79)</i>
	Balance Due			\$435,613.99	<i>(\$310.51)</i>

District's Investments

	Amount	Percentage	From	To	Interest
*CD at Allegiance Bank C.D. #9503	\$2,785,399.12	1.50%	10/1/2019	10/31/2019	\$10,642.89
CD at Prosperity (Qtr.) C.D. #0447	\$107,401.87	1.75%	10/1/2019	10/31/2019	Paid \$471.66 Aug 2019
Texstar C.D. #1110	\$685,258.85	1.90%	10/1/2019	10/31/2019	\$1,075.58

**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)
 October 15, 2019 to November 19, 2019

Date	Description	Comments	Check Number	Amount	Balance	Memo	Category
8/31/2019	Daily Ledger Bal				\$1,289.63		
10/31/2019	Accr Earning Pymt Added to Account			1.10	\$1,290.73		
11/18/2019	Daily Ledger Bal				\$1,290.73		

WSHD Prosperity Checking Account Register (9409) New
 October 15, 2019 to November 19, 2019

Date	Description	Comments	Check Number	Amount	Balance	Memo	Category
10/11/2019	Daily Ledger Bal				\$431,869.09		
10/16/2019	ACH Payment LEASE DIRECT WEB ACH Payment-			(\$202.44)	\$431,666.65		
10/17/2019	ACH Payment INTUIT PAYROLL S C ACH Payment-			(\$3,254.79)	\$428,411.86		
10/17/2019	Check	Check	2878	(\$750.00)	\$427,661.86		
10/18/2019	Check	Check	2892	(\$625.00)	\$427,036.86		
10/18/2019	Check	Check	2889	(\$13,675.00)	\$413,361.86		
10/21/2019	Check	Check	2894	(\$120.00)	\$413,241.86		
10/21/2019	Check	Check	2891	(\$500.00)	\$412,741.86		
10/22/2019	Check	Check	2879	(\$8,912.79)	\$403,829.07		
10/22/2019	Check	Check	2893	(\$650.00)	\$403,179.07		
10/23/2019	Deposit	Deposit		\$444.72	\$403,623.79		
10/23/2019	Check	Check	995006	(\$15,000.00)	\$388,623.79		
10/23/2019	Check	Check	2888	(\$85.00)	\$388,538.79		
10/23/2019	Check	Check	2898	(\$11,618.01)	\$376,920.78		
10/23/2019	Check	Check	2897	(\$312.20)	\$376,608.58		
10/24/2019	ACH Payment TIME WARNER CABL ACH Payment-			(\$202.06)	\$376,406.52		
10/24/2019	Check	Check	2887	(\$340.00)	\$376,066.52		
10/25/2019	Check	Check	2881	(\$1,465.18)	\$374,601.34		
10/28/2019	Check	Check	2884	(\$5,231.50)	\$369,369.84		
10/28/2019	Check	Check	2895	(\$50.00)	\$369,319.84		
10/28/2019	Check	Check	2896	(\$50.00)	\$369,269.84		
10/29/2019	Check	Check	2885	(\$1,109.00)	\$368,160.84		
10/30/2019	Check	Check	2883	(\$55,372.52)	\$312,788.32		
10/31/2019	ACH Payment INTUIT PAYROLL S C ACH Payment-			(\$3,254.80)	\$309,533.52		
10/31/2019	Check	Check	2880	(\$11.45)	\$309,522.07		
10/31/2019	Accr Earning Pymt Added to Account Accr Earning			\$335.38	\$309,857.45		
11/1/2019	ACH Payment TXWORKFORCECOM ACH Payment-			(\$2.40)	\$309,855.05		
11/7/2019	Check	Check	2890	(\$500.00)	\$309,355.05		
11/8/2019	ACH Deposit CPA STATE FISCAL IN ACH Deposit-			\$51,109.88	\$360,464.93		
11/12/2019	ACH Payment IRS USATAXPYMT 2: ACH Payment-			(\$2,375.94)	\$358,088.99		
11/12/2019	Check	Check	995007	(\$15,000.00)	\$343,088.99		
11/13/2019	Check	Check	2899	(\$750.00)	\$342,338.99		
11/14/2019	ACH Payment INTUIT PAYROLL S C ACH Payment-			(\$3,254.80)	\$339,084.19		
11/18/2019	ACH Payment LEASE DIRECT WEB ACH Payment-			(\$202.44)	\$338,881.75		

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 10/01/19-10/31/19

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

Vendor #: 65460

GL #	Description	Amount
WSHD	Wshd	7,224.61
Expenditures		7,224.61
Reimb/Adjustments		
Grand Total		7,224.61

33 total invoices

GL Totals Detail
 Invoice #

GL #	Date in	Amt Billed	Amt Paid	
036-2475*65460*30	WSHD	10/19/2019	33.23	33.23
036-2475*65460*30	WSHD	10/19/2019	5.61	5.10
036-2475*65460*30	WSHD	10/19/2019	37.40	37.40
036-2475*65460*30	WSHD	10/19/2019	45.50	45.50
036-2475*65460*30	WSHD	10/19/2019	11.94	11.94
036-2547*65460*17	WSHD	10/23/2019	19.21	19.21
036-2547*65460*17	WSHD	10/31/2019	10.00	10.00
036-2547*65460*17	WSHD	10/31/2019	88.07	88.07
036-2749*65460*48	WSHD	10/08/2019	25.00	0.00
036-2749*65460*48	WSHD	10/11/2019	405.53	0.00
036-2749*65460*48	WSHD	10/15/2019	382.23	0.00
036-2815*65460*27	WSHD	10/01/2019	1,118.14	943.22
036-2815*65460*27	WSHD	10/01/2019	138.90	138.90
036-2945*65460*10	WSHD	10/12/2019	21.31	21.31
036-2945*65460*10	WSHD	10/12/2019	51.22	51.22
036-2945*65460*10	WSHD	10/22/2019	14.66	14.66
036-3213*65460*9	WSHD	10/17/2019	26.35	26.35
036-3213*65460*9	WSHD	10/17/2019	667.08	559.82
036-3213*65460*9	WSHD	10/17/2019	11.06	9.58
036-3217*65460*37	WSHD	10/25/2019	58.47	58.47
036-3430*65460*7	WSHD	10/03/2019	15.00	15.00
036-3430*65460*7	WSHD	10/04/2019	55.26	55.26
036-3432*65460*45	WSHD	10/01/2019	6.46	6.46
036-3432*65460*45	WSHD	10/01/2019	5.76	5.76
036-3432*65460*45	WSHD	10/01/2019	40.00	40.00
036-3432*65460*45	WSHD	10/01/2019	39.32	39.32
1011*65460*39	WSHD	10/17/2019	624.44	523.58
1019*65460*38	WSHD	10/15/2019	6.74	6.74
1019*65460*38	WSHD	10/15/2019	5.76	5.76
1019*65460*38	WSHD	10/15/2019	39.32	39.32
1019*65460*38	WSHD	10/15/2019	59.90	59.90
1019*65460*38	WSHD	10/15/2019	15.84	15.84
1038*65460*35	WSHD	10/01/2019	225.39	0.00
1038*65460*35	WSHD	10/01/2019	29.47	0.00

GL Totals

Issued 11/12/19

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 10/01/19-10/31/19

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

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1038*65460*35	WSHD	10/01/2019	231.00	0.00
1049*65460*31	WSHD	10/02/2019	6.35	6.35
1049*65460*31	WSHD	10/02/2019	33.23	33.23
1049*65460*31	WSHD	10/07/2019	40.94	40.94
1049*65460*31	WSHD	10/08/2019	37.99	37.30
1049*65460*31	WSHD	10/28/2019	12.00	12.00
1055*65460*16	WSHD	10/10/2019	12.95	12.95
1055*65460*16	WSHD	10/15/2019	55.08	55.08
1055*65460*16	WSHD	10/18/2019	12.59	12.59
1081*65460*13	WSHD	10/02/2019	12.00	12.00
1081*65460*13	WSHD	10/14/2019	16.83	16.83
1081*65460*13	WSHD	10/23/2019	25.00	25.00
1081*65460*13	WSHD	10/23/2019	15.00	15.00
1081*65460*13	WSHD	10/31/2019	12.00	12.00
1081*65460*13	WSHD	10/31/2019	10.00	10.00
1081*65460*13	WSHD	10/31/2019	25.00	25.00
1089*65460*6	WSHD	10/07/2019	5.69	5.69
1091*65460*20	WSHD	10/03/2019	545.00	456.05
1091*65460*20	WSHD	10/03/2019	21.82	21.82
1091*65460*20	WSHD	10/04/2019	50.10	50.10
1098*65460*17	WSHD	10/10/2019	6.10	6.10
1098*65460*17	WSHD	10/11/2019	194.27	91.39
1107*65460*15	WSHD	10/02/2019	12.00	12.00
1107*65460*15	WSHD	10/09/2019	8.19	7.00
1107*65460*15	WSHD	10/09/2019	14.90	14.90
1107*65460*15	WSHD	10/15/2019	40.94	40.94
1107*65460*15	WSHD	10/15/2019	27.08	27.08
1107*65460*15	WSHD	10/28/2019	7.96	7.96
1108*65460*6	WSHD	10/18/2019	93.89	72.61
1108*65460*6	WSHD	10/18/2019	38.97	27.90
1108*65460*6	WSHD	10/18/2019	54.14	54.14
1111*65460*9	WSHD	10/07/2019	478.95	478.95
1111*65460*9	WSHD	10/24/2019	33.98	33.98
1117*65460*9	WSHD	10/22/2019	85.94	85.94
1123*65460*11	WSHD	10/03/2019	163.71	163.71
1123*65460*11	WSHD	10/03/2019	13.29	13.29
1123*65460*11	WSHD	10/16/2019	99.48	99.48
1128*65460*7	WSHD	10/03/2019	147.11	147.11
1128*65460*7	WSHD	10/30/2019	10.00	10.00
1128*65460*7	WSHD	10/31/2019	13.37	13.37
1131*65460*8	WSHD	10/09/2019	527.36	441.06
1131*65460*8	WSHD	10/09/2019	517.57	432.73
1131*65460*8	WSHD	10/18/2019	18.01	18.01
1132*65460*4	WSHD	10/02/2019	2.99	2.99
1132*65460*4	WSHD	10/02/2019	21.42	21.42
1132*65460*4	WSHD	10/05/2019	48.41	48.41
1132*65460*4	WSHD	10/05/2019	18.01	18.01

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 10/01/19-10/31/19

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

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1134*65460*8	WSHD	10/02/2019	96.57	96.57
1134*65460*8	WSHD	10/02/2019	8.15	8.15
1134*65460*8	WSHD	10/04/2019	667.08	559.82
1140*65460*5	WSHD	10/11/2019	19.50	19.50
1140*65460*5	WSHD	10/11/2019	12.00	12.00
1140*65460*5	WSHD	10/11/2019	59.85	59.85
1141*65460*7	WSHD	10/22/2019	5.70	5.70
1141*65460*7	WSHD	10/22/2019	7.32	7.32
1141*65460*7	WSHD	10/22/2019	7.18	7.18
1141*65460*7	WSHD	10/22/2019	5.63	4.19
1141*65460*7	WSHD	10/22/2019	12.00	12.00
1141*65460*7	WSHD	10/22/2019	10.75	10.75
1141*65460*7	WSHD	10/30/2019	10.00	10.00
1148*65460*6	WSHD	10/07/2019	5.76	5.76
1148*65460*6	WSHD	10/07/2019	137.01	137.01
1148*65460*6	WSHD	10/14/2019	7.34	7.34
1149*65460*5	WSHD	10/07/2019	10.75	10.75
1149*65460*5	WSHD	10/09/2019	60.70	38.18
1151*65460*2	WSHD	10/17/2019	5.95	5.95
1151*65460*2	WSHD	10/21/2019	10.00	10.00
1152*65460*4	WSHD	10/25/2019	5.86	5.86
1152*65460*4	WSHD	10/25/2019	5.51	5.51
1152*65460*4	WSHD	10/25/2019	41.45	41.45
1152*65460*4	WSHD	10/25/2019	6.44	6.44
33 invoices, 105 line items	***		9,436.68	7,224.61
Grand Totals			9,436.68	7,224.61

33 total invoices
 105 total line items

eIHS
Issued 11/12/19

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 10/01/19-10/31/19

Brookshire Brothers Store #1002
Po Box 1359

Vendor #: 1002

GL #	Description	Amount
WSHD	Wshd	3.40
	Expenditures	3.40
	Reimb/Adjustments	
	Grand Total	3.40

1 total invoices

**GL Totals Detail
Invoice #**

GL #	Date in	Amt Billed	Amt Paid	
1011*1002*14	WSHD	10/17/2019	3.40	3.40
1 invoices, 1 line items	***	3.40	3.40	
Grand Totals		3.40	3.40	

1 total invoices
1 total line items

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 10/01/19-10/31/19

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

Vendor #: 18651

GL #	Description	Amount
WSHD	Wshd	2,563.47
Expenditures		2,563.47
Reimb/Adjustments		
Grand Total		2,563.47

16 total invoices

**GL Totals Detail
 Invoice #**

GL #	Date in	Amt Billed	Amt Paid
036-3364*18651*67	10/29/2019	161.56	76.76
036-3364*18651*67	10/29/2019	42.61	21.19
036-3364*18651*67	10/29/2019	23.62	12.76
036-3464*18651*10	10/14/2019	138.02	138.02
036-3464*18651*10	10/23/2019	5.00	5.00
036-3464*18651*10	10/23/2019	1.60	1.60
036-3464*18651*10	10/23/2019	2.59	2.59
036-3464*18651*10	10/29/2019	5.00	5.00
1007*18651*14	10/29/2019	23.78	23.78
1008*18651*29	10/17/2019	52.04	24.90
1008*18651*29	10/17/2019	20.09	14.69
1040*18651*33	10/04/2019	27.67	19.81
1040*18651*33	10/24/2019	25.18	13.53
1075*18651*20	10/29/2019	1,042.65	484.67
1075*18651*20	10/17/2019	25.62	13.23
1093*18651*14	10/18/2019	292.28	137.28
1093*18651*14	10/29/2019	52.79	26.19
1093*18651*14	10/14/2019	25.00	25.00
1095*18651*12	10/31/2019	48.60	24.12
1095*18651*12	10/31/2019	13.78	7.95
1095*18651*12	10/31/2019	11.00	11.00
1102*18651*9	10/14/2019	89.36	43.31
1110*18651*14	10/30/2019	75.61	36.94
1110*18651*14	10/30/2019	9.77	4.27
1110*18651*14	10/11/2019	25.98	25.98
1110*18651*14	10/11/2019	14.50	14.50
1143*18651*4	10/01/2019	803.88	374.13
1143*18651*4	10/01/2019	42.34	21.07
1144*18651*6	10/16/2019	197.00	197.00
1144*18651*6	10/16/2019	30.84	15.64
1144*18651*6	10/16/2019	28.97	28.97
1154*18651*1	10/01/2019	1,042.65	484.67
1154*18651*1	10/01/2019	23.29	12.60
1154*18651*1	10/24/2019	23.29	12.60

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Issued 11/12/19

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 10/01/19-10/31/19

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

Vendor #: 18651

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1157*18651*2	WSHD	10/24/2019	131.49	62.83
1157*18651*2	WSHD	10/04/2019	56.73	26.88
1159*18651*3	WSHD	10/30/2019	19.54	19.54
1159*18651*3	WSHD	10/30/2019	13.91	11.08
1160*18651*1	WSHD	10/10/2019	88.70	43.00
1160*18651*1	WSHD	10/10/2019	63.75	22.29
1160*18651*1	WSHD	10/10/2019	33.92	17.10
16 invoices, 41 line items			4,856.00	2,563.47
Grand Totals			4,856.00	2,563.47

16 total invoices
41 total line items

GL Totals

Issued 11/19/19

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 10/01/19-10/31/19

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

Vendor #: 63614

GL #	Description	Amount
WSHD	Wshd	6,153.75
Expenditures		6,153.75
Reimb/Adjustments		
Grand Total		6,153.75

15 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2547*63614*4	WSHD	09/09/2019	391.00	93.84
036-2945*63614*3	WSHD	09/03/2019	4,658.05	1,117.94
1007*63614*1	WSHD	09/04/2019	404.00	113.12
1025*63614*9	WSHD	09/05/2019	573.00	0.00
1081*63614*9	WSHD	09/03/2019	723.00	173.52
1081*63614*9	WSHD	09/12/2019	391.00	93.84
1091*63614*10	WSHD	08/26/2019	197.00	47.28
1096*63614*6	WSHD	08/30/2019	224.00	53.76
1107*63614*4	WSHD	08/29/2019	391.00	93.84
1108*63614*1	WSHD	09/10/2019	3,205.00	769.20
1110*63614*4	WSHD	08/30/2019	2,067.65	496.24
1122*63614*3	WSHD	08/28/2019	391.00	93.84
1122*63614*3	WSHD	08/28/2019	10,056.55	2,413.57
1128*63614*2	WSHD	09/04/2019	323.00	77.52
1137*63614*7	WSHD	09/06/2019	323.00	0.00
1151*63614*4	WSHD	09/03/2019	323.00	77.52
1157*63614*1	WSHD	09/11/2019	1,828.00	438.72
15 invoices, 17 line items			26,469.25	6,153.75
Grand Totals			26,469.25	6,153.75

15 total invoices
17 total line items

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 10/01/19-10/31/19

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

Vendor #: 63615
NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	5,467.81
Expenditures		5,467.81
Reimb/Adjustments		
Grand Total		5,467.81

13 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2945*63615*3	WSHD	09/03/2019	178.00	64.80
036-2945*63615*3	WSHD	09/03/2019	48.00	16.68
036-2945*63615*3	WSHD	09/03/2019	10.00	2.89
1008*63615*9	WSHD	09/10/2019	33.00	11.87
1008*63615*9	WSHD	09/10/2019	66.00	18.48
1008*63615*9	WSHD	09/10/2019	33.00	11.23
1008*63615*9	WSHD	09/10/2019	25.00	8.34
1025*63615*9	WSHD	09/05/2019	270.00	0.00
1081*63615*8	WSHD	09/03/2019	23.00	8.02
1081*63615*8	WSHD	09/03/2019	23.00	7.70
1081*63615*8	WSHD	08/13/2019	23.00	6.44
1081*63615*8	WSHD	09/12/2019	270.00	56.08
1081*63615*8	WSHD	09/12/2019	183.00	39.92
1091*63615*12	WSHD	08/26/2019	83.00	23.24
1107*63615*2	WSHD	08/23/2019	110.00	26.57
1107*63615*3	WSHD	09/04/2019	90.00	25.14
1110*63615*4	WSHD	08/30/2019	93.00	35.60
1110*63615*4	WSHD	08/30/2019	183.00	39.92
1110*63615*4	WSHD	08/30/2019	280.00	78.40
1122*63615*3	WSHD	09/09/2019	90.00	35.60
1122*63615*3	WSHD	09/09/2019	378.00	378.00
1122*63615*3	WSHD	09/09/2019	720.00	384.49
1122*63615*3	WSHD	09/09/2019	898.00	251.44
1122*63615*3	WSHD	09/09/2019	1,028.00	174.49
1122*63615*3	WSHD	08/28/2019	270.00	56.08
1128*63615*2	WSHD	09/04/2019	270.00	56.08
1137*63615*5	WSHD	08/21/2019	2,320.00	1,555.91
1137*63615*5	WSHD	08/21/2019	3,493.00	978.04
1137*63615*5	WSHD	08/21/2019	2,803.00	784.84
1137*63615*5	WSHD	08/21/2019	1,070.00	198.23
1143*63615*4	WSHD	07/23/2019	273.00	65.29
1157*63615*1	WSHD	09/11/2019	183.00	68.00

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 10/01/19-10/31/19

Utmf Faculty Grp Practice

Vendor #: 63615

Po Box 650859 Dep 710
Dallas, TX 75265

NPI: 1942241146

Invoice #	GL #	Date in	Amt Billed	Amt Paid
<hr/>				
13 invoices, 32 line items***15,820.005,467.81				
<hr/>				
Grand Totals			15,820.00	5,467.81
13 total invoices				
32 total line items				

GL Totals

Issued 11/08/19

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 10/01/19-10/31/19

Chambers Co Public Hosp Dist
Po Box 11407
Birmingham, AL 35246

Vendor #: 434
NPI: 1174522494

GL #	Description	Amount
WSHD	Wshd	4,908.48
	Expenditures	4,908.48
	Reimb/Adjustments	
	Grand Total	4,908.48

2 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1007*434*1	WSHD	10/20/2019	14.25	0.00
1007*434*1	WSHD	10/20/2019	445.75	0.00
1007*434*1	WSHD	10/20/2019	395.42	0.00
1007*434*1	WSHD	10/20/2019	117.79	0.00
1007*434*1	WSHD	10/20/2019	546.00	0.00
1108*434*1	WSHD	10/17/2019	10,226.00	4,908.48
2 invoices, 6 line items			11,745.21	4,908.48
Grand Totals			11,745.21	4,908.48

2 total invoices
6 total line items

GL Totals

Issued 11/08/19

Winnie Stowel Hospital District Indigent Healthcare Services
Batch Dates 10/01/19-10/31/19

Winnie-Stowell Volunteer Ems
Po Box 610373
Dallas, TX 75261

Vendor #: 90002
NPI: 1942395199

GL #	Description	Amount
WSHD	Wshd	388.90
	Expenditures	388.90
	Reimb/Adjustments	
	Grand Total	388.90

1 total invoices

**GL Totals Detail
Invoice #**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1108*90002*1	WSHD	10/17/2019	1,800.00	285.28
1108*90002*1	WSHD	10/17/2019	352.00	103.62
1 invoices, 2 line items	***		2,152.00	388.90
Grand Totals			2,152.00	388.90

1 total invoices
2 total line items

eIHS
 Issued 11/12/19

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 10/01/19-10/31/19

Barrier Reef Emergency Physician
 Po Box 98694
 Las Vegas, NV 89193

Vendor #: 90001
 NPI: 1275761512

GL #	Description	Amount
WSHD	Wshd	664.72
	Expenditures	664.72
	Reimb/Adjustments	
	Grand Total	664.72

2 total invoices

GL Totals Detail
Invoice #

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1107*90001*1	WSHD	04/23/2019	1,068.00	0.00
1143*90001*1	WSHD	09/30/2019	2,374.00	664.72
2 invoices, 2 line items			3,442.00	664.72
Grand Totals			3,442.00	664.72

2 total invoices
 2 total line items

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

Invoice # 68832

Phone # (800) 834-0560

Fax # (936) 756-6741

RECEIVED
NOV - 4 2019

Date: 11/1/2019

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

Terms: Net receipt of invoice

Professional services for the month of December 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



November 4, 2019

RECEIVED
NOV 20 2019

30801602531601



MONTHLY BILL

Name: SHERRY STERN
Account Number: 92 5529 5461

Payment Summary	
Last Payment Received	09/27/2019
Amount Past Due	\$150.14
Current Payment Due	\$150.14
Total Due by 11/25/2019	\$300.28

YOUR LOAN DETAILS

Loan Sequence	Date Disbursed	Loan Program	Original Balance	Current Balance	Outstanding Interest	Interest Rate	Monthly Payment	Past Due	Current Due
*1002	11/29/2006	SUBCNS	\$13,150.00	\$5,345.98	\$20.87	3.750%	\$90.67	\$90.67	\$90.67
*1001	11/29/2006	UNCNS	\$8,625.28	\$3,506.19	\$13.68	3.750%	\$59.47	\$59.47	\$59.47

Outstanding interest accrued as of 11/04/2019



YOU HAVE MISSED SOME PAYMENTS!

Sometimes life doesn't go as planned and your financial situation may change. If you can't afford your payments, there may be options that can help.

If you are having trouble making payments, you can also visit aesSuccess.org/TroublePaying.

Your account contains at least one loan that is past due. Depending on the terms of your loan agreement(s) and the level of delinquency, these loans may require payment prior to the due date shown on this statement to avoid default and/or acceleration of the debt. Please contact us immediately at 800-233-0557 to discuss.

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

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

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

Customer Statement

(IF LATE, SEE LAST PAGE)

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

Account Number:

Due Date:

Total Amount Due:

92 5529 5461

11/25/2019

\$

\$300.28

20193080192552954611000030028000000000000000000

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



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

Received After This Date	Late Fee to be Assessed
11/08/2019	\$7.50 Late fee to be assessed if payment not received for prior statement
12/09/2019	\$7.50

ADDITIONAL LOAN DETAILS

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

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

Would you rather receive this statement electronically?

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

Total paid since your last statement	\$0.00
Interest Satisfied	\$0.00
Principal Satisfied	\$0.00

As of today, you've paid on your loans	\$15,614.56
Total Interest Satisfied	\$4,763.28
Total Principal Satisfied	\$10,851.28

eIHS
 Issued 11/08/19

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 10/01/19-10/31/19

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

Vendor #: 13632

GL #	Description	Amount
WSHD	Wshd	510.00
	Expenditures	510.00
	Reimb/Adjustments	
	Grand Total	510.00

2 total invoices

GL Totals Detail

Invoice #	GL #	Date in	Amt Billed	Amt Paid
YC07*13632*4	WSHD	10/03/2019	85.00	85.00
YC07*13632*4	WSHD	10/17/2019	85.00	85.00
YC07*13632*4	WSHD	10/24/2019	85.00	85.00
YC07*13632*4	WSHD	10/31/2019	85.00	85.00
YC17*13632*2	WSHD	10/10/2019	85.00	85.00
YC17*13632*2	WSHD	10/25/2019	85.00	85.00
2 invoices, 6 line items	***		510.00	510.00
Grand Totals			510.00	510.00

2 total invoices
6 total line items

eIHS
 Issued 11/08/19

GL Totals

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 10/01/19-10/31/19

Grace Nichols
 4347 Phelan Blvd Suite 104
 Beaumont, TX 77707

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
YC01*63291*1	WSHD	10/21/2019	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

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

November 19, 2019

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

Re: Winnie Stowell Hospital District; Billable Invoice for August 2019 Time Entries
less Retainer; Invoice No. 49488

Dear President Murrell,

Attached, please find Benckenstein & Oxford's monthly time entry invoice for August 2019. This invoice is for \$14,650.00 but the amount due is \$13,650.00 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 \$13,650.00 representing the balance owed for August 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

November 19, 2019

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

INVOICE #: 49488 HOIV
Billed through: August 30, 2019
Client/Matter #: WSHD 87250

RE: Winnie-Stowell Hospital District

PROFESSIONAL SERVICES RENDERED

08/05/19	HOIV	Received Year 2, IGT 3, Q1 and Q2 and Year 2, IGT 4, Q3 and 4 Component 1 Reconciliation Sheets from LTC; reviewed the spreadsheets; participated in conference call with LTC to receive an explanation of the sheet; modified the spreadsheets to view it by Manager; and redistributed to staff and LTC.	2.40 hrs
08/05/19	HOIV	Exchanged eight (8) e-mails and multiple conference calls with staff and LTC Group regarding the receipt of Year 2, Qtr. 3, Comp 2, 3 Lapse funds; and payment of LTC for May, June, and July 2019.	1.70 hrs
08/05/19	HOIV	Exchanged four (4) e-mails with LTC, Staff, and Senior Living Property regarding a request to prepare a letter to Aetna requesting the managed care contracts Oak Manor and Oakland Manor.	0.60 hrs
08/05/19	HOIV	Received e-mail from HHSC with link to QIPP Year 3 Enrollment List that was posted on the Rate Analysis webpage for the Quality Incentive Payment Program (QIPP) and downloaded spreadsheet of participants for Year 3 to determine the number of new facilities participating in the program and the number of facilities not associated with a governmental entity.	0.80 hrs
08/05/19	HOIV	Read, and reviewed three (3) e-mails between Regency, LTC, and staff regarding the payment of Component 1 waterfall funds.	0.40 hrs
08/05/19	HOIV	Gathered all the resumes from Indeed.com to submit to staff and prepared e-mail to send to all applicants advising that the District would be calling candidates for interviews.	1.20 hrs
08/06/19	HOIV	Reviewed resumes for applicants applying for the Indigent Care Coordinator's/Administrative Assistant position; and prepared an e-mail to staff recommending that certain candidates be interviewed by the Personnel Committee.	1.50 hrs
08/06/19	HOIV	Prepared extensive e-mail to LTC Group and responded to three (3) e-mails in order to reconcile funds in Interbank account, QIPP Year 2, Qtr. 3 Comp. 2, 3, and Lapse funds while taking into account \$408,593.68 in payments due by Molina and the need to maintain a minimum balance required by the District's transfer policy.	2.70 hrs
08/07/19	HOIV	Worked with staff and LTC by exchanging multiple conference calls and e-mails to reconcile IGT 4, 2nd Quarter Component 2, 3, and Lapsing funds;	1.70 hrs

Client-	WSHD 87250	Invoice # 49488	PAGE 2
		Component 1 "true up" payments for IGT 3; and payment of LTC and Managers for IGT 4, 2nd Quarter Component 2, 3, and Lapsing funds.	
08/08/19	HOIV	Worked with LTC to reconcile Component 2, 3 and Lapsing Funds for IGT 4, 1st Qtr; reconciled excess Supplemental payments for IGT 3; and excess Component 1 payments for IGT 3; and prepared e-mail to Managers asking to confirm the reconciliation and advising of the additional outstanding payments.	3.80 hrs
08/12/19	HOIV	Exchanged conference calls with Board members, staff, and exchanged three (3) e-mails to set up a time for a Special meeting to interview and hire indigent care coordinator.	0.70 hrs
08/12/19	HOIV	Read, reviewed, and revised draft Personnel Committee memo and flier for youth counselor and send changes to staff for consideration.	0.80 hrs
08/13/19	HOIV	Received and reviewed modified Cash Flow for QIPP, including IGT 6 prepared by LTC; and exchanged four (4) e-mails with LTC regarding the Year 1 Component 1 adjustment payments and the increase in Year 3 Component 1 and 2 targets.	1.60 hrs
08/15/19	HOIV	Prepared amendments to Interlocal Agreement with ECISD to account for changes approved by the Board during the July 2019 Regular Board meeting.	1.20 hrs
08/15/19	HOIV	Prepared revisions to Interlocal Agreement with ECISD to account for requested changes discussed at the July 17, 2019 Regular Meeting.	0.70 hrs
08/16/19	HOIV	Received DY 8 final IGT request, reviewed request and analysis prepared by the State of Texas; discussed the request and timeline with Riceland as well as staff and several directors; and prepared an e-mail to Directors, Staff, and CPA to provide Agendas for Regular Meeting and potential Special Meeting as well as summaries of prior IGTs and the basis for the estimated upcoming IGT amount for DY 8.	5.50 hrs
08/16/19	HOIV	Began preparing draft minutes for the July 17, 2019 Regular Meeting.	2.80 hrs
08/19/19	HOIV	Received Riceland Hospital's proposed response to the District's request for confirmation that Riceland properly submitted its Uncompensated Care data and responded to counsel for Riceland with proposed revisions to the document if accurate.	1.20 hrs
08/19/19	HOIV	Continued drafting minutes to the July 17, 2019 Regular Meeting and made revisions following staff's recommended changes.	3.40 hrs
08/19/19	HOIV	Received e-mail from Riceland Hospital regarding Bad Debt and Charity Care for DY3-DY9; and exchanged three e-mails with Riceland and two conference calls with the Accounting Department regarding the basis for the Charity Care calculation for DY9.	1.20 hrs
08/20/19	HOIV	Gathered documents in anticipation of August 21, 2019 and August 22, 2019 meeting regarding Uncompensated Care, Charity Care, and audits; reviewed the information; and participated in multiple conference calls with Hospital staff and counsel to seek clarification of the information presented.	5.90 hrs
08/21/19	HOIV	Prepared for and attended Regular Monthly meeting.	3.00 hrs

08/21/19	HOIV	Prepared cash flow model for the balance of 2019; continued working with Hospital Staff on analyzing potential final IGT amount for DY7; drafted e-mail to CFO for Riceland Hospital, and participated in a follow up call, explaining the District's cash position and the expected position by the District's Board that the District would not be able to make an IGT for the maximum amount permitted by the State of Texas.	4.70 hrs
08/21/19	HOIV	Drafted extensive e-mail to the District's Board to provide the maximum IGT allowed for the second DY 8 IGT, the expected final IGT amount and the analysis supporting the value; District's cash flow position for 2019; and recommendation on the amount of an IGT that could be afforded by the District.	1.20 hrs
08/22/19	HOIV	Prepared for and attended Special Meeting to discuss Intergovernmental Transfers for the Hospital's participation in the 1115 Waiver Program-Uncompensated Care.	4.00 hrs
08/22/19	HOIV	Prepared a revised cash flow spreadsheet following the Special Meeting and submitted to the District's Board for review.	0.70 hrs
08/22/19	HOIV	Received e-mail Riceland Hospital regarding THA's Special Committee on Medicaid Funding and Payment Options and court order reversing prior rulings on formula used to calculate IGTs for 1115 Waiver Program-Uncompensated Care between small hospitals and larger hospitals; exchanged five (5) e-mails with Riceland and New Light regarding the impact of the ruling.	0.80 hrs
08/28/19	HOIV	Received and analyzed actual IGT numbers and revised numbers for the second DY 8 IGT; and exchanged five e-mails with staff at Riceland and the District discussing the final IGT amount to the estimated amount; and prepared a comprehensive e-mail to the Board providing them with the final IGT amount and an overview of the District's IGTs from DY 3 to DY 8.	2.40 hrs
Total fees for this matter			\$14,650.00

BILLING SUMMARY:

Oxford, IV Hubert	58.60 hrs @	\$250.00 /hr	\$14,650.00
TOTAL FEES			\$14,650.00
TOTAL CHARGES FOR THIS INVOICE			\$14,650.00
RETAINER			\$1,000.00 CR
TOTAL BALANCE NOW DUE			\$13,650.00

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

November 17, 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 October 16, 2019 and
November 6, 2019 Special Meeting; Our File No. 87250.

Dear President Murrell,

Attached, please find the draft minutes for the Regular Meeting on October 16, 2019 and
November 6, 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 October 2019. We would request that you put this invoice in line
for payment at the November 20, 2019 Regular Meeting and we will give the District credit for
the \$1,000.00 payment when we submit the hourly invoice for November 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

11/18/2019

Invoice # 21453

Professional Services

	<u>Amount</u>
11/18/19 10-1-19 Assist with payroll issue & calculate pay for payroll check. .50 Hrs.	1,843.75
10-9-19 Approve payroll and payroll tax calculations. .50 Hrs.	
10-15-19 & 10-16-19 Review reconciliations, balances, make adjusting entries and run reports. Review NH financials. 5.50 Hrs.	
10-16-19 Prepare for and attend meeting. 2.50 Hrs.	
10-30-19 Trace out deposits and reconcile QIPP spreadsheets. 4.75 Hrs.	
10-30-19 Prepare and file Qrtrly Payroll Tax Reports. 1.00 Hrs.	
Total 14.75 Hrs. @ \$125.00 = \$1,843.75	

For professional services rendered

\$1,843.75

Balance due

\$1,843.75



Corporate Number **000794480480003606**
 Account Number **0004054699990003606**
 Statement Closing Date 10/31/2019
 Days This Period 31
 Payment Amount Due \$0.00
 Payment Due Date 11/25/2019

Previous Account Balance -\$745.09
 (-) Payments and Credits \$0.00
 (+) Purchases and Debits \$218.31
 (+) FINANCE CHARGES \$0.00
 (=) New Ending Balance **-\$526.78**
 Credit Limit: \$10,000.00
 Available Credit: \$10,000.00



ACCOUNT SUMMARY

WINNIE STOWELL HOSPITAL
 PO BOX 1997
 WINNIE TX 77665-1997

RECEIVED
 NOV - 8 2019

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

Questions? View your account information online at www.prosperitybankusa.com or call our Customer Service Center toll free at 1-855-340-8771 or 1-301-945-5745.

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

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

ACCOUNT BALANCES AND FINANCE CHARGES

Plan ID	Plan Description	Previous Balance	Purchases/Debits	Payments/Credits	FINANCE CHARGE	Current Balance
10001	CASH ADVANCE PLAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10002	PURCHASE PLAN	-\$745.09	\$218.31	\$0.00	\$0.00	-\$526.78 CR
10003	BALANCE TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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

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

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

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



ACCOUNT NUMBER	PAYMENT DUE DATE	PLEASE WRITE TOTAL AMOUNT ENCLOSED
0004054699990003606	11/25/2019	
NEW BALANCE	AMOUNT DUE	\$ _____
-\$526.78	\$0.00	

MAKE CHECK PAYABLE TO:

>000202 6955981 0001 081020 10Z
 WINNIE STOWELL HOSPITAL
 PO BOX 1997
 WINNIE TX 77665-1997

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



00040546999900036060000000000000000526782

81020-36-00 81020-78-03 00202 6955981 000404 000807 0001/0002



Important Messages

A PAYMENT OF \$.00 WILL BE TAKEN FROM YOUR SAVINGS/CHECKING ACCOUNT *****9409 ON 11/25/2019
 THANK YOU FOR CHOOSING PROSPERITY BANK FOR YOUR CREDIT CARD NEEDS.
 A CREDIT BALANCE CURRENTLY EXISTS ON YOUR ACCOUNT. IF YOU HAVE A QUESTION CONTACT US AT 1-800-531-1401.

TRANSACTIONS THIS BILLING PERIOD

Transaction Date	Posting Date	Reference Number	Transaction Description	\$ Amount
TRANSACTIONS				
Account Level				
Card Number Ending in 1770				
09/30	10/01	VT192742544000010000150	Intuit *PayrollEE usag 833-830-9255 CA	\$4.33+
10/02	10/02	VT192752544000010001903	GOOGLE *GSUITE WSHD-TX 650-253-0000 CA	\$50.59+
10/06	10/07	VT192802546000010001379	ADOBE *ACROPRO SUBS 800-833-6687 CA	\$16.21+
10/23	10/25	VT192982547000010001978	OFFICE DEPOT #2178 PORT ARTHUR TX	\$85.69+
10/30	10/31	VT193042547000010000246	Intuit *PayrollEE usag 833-830-9255 CA	\$6.49+
10/30	10/31	VT193042547000010003031	USPS PO 4898150665 WINNIE TX	\$55.00+

2019 Total Year-to-Date	
Total fees charged in 2019	\$0.00
Total interest charged in 2019	\$0.00

81020-38-00 81020-78-03
00202 6955881 000405 000809 00020002



Corporate Number **0007944804800003606**
 Account Number **XXXXXXXXXXXXXXXX1770**
 Statement Closing Date **10/31/2019**
 Days This Period **31**
 Payment Amount Due **\$0.00**
 Payment Due Date **11/25/2019**

Previous Account Balance **\$0.00**
 (-) Company Payables **\$218.31**
 (+) Total Spend This Month **\$218.31**
 (+) **FINANCE CHARGES** **\$0.00**
 (=) **New Ending Balance** **\$0.00**
 Spending Limit **\$5,000.00**



ACCOUNT SUMMARY	
SHERRIE NORRIS	Interest YTD \$0.00
WINNIE STOWELL HOSP	Cycle Days 31
PO BOX 1997	Total Number of Disputes 0
WINNIE TX 77665-1997	Total Amount of Disputes \$0.00
	Total Amount Past Due: \$0.00

Questions? View your account information online at www.prosperitybankusa.com or call our Customer Service Center toll free at 1-855-340-8771 or 1-301-945-5745.

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

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

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

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

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

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

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

ACCOUNT NUMBER	PAYMENT DUE DATE	PLEASE WRITE TOTAL AMOUNT ENCLOSED
XXXXXXXXXXXXXXXX1770	11/25/2019	
NEW BALANCE	AMOUNT DUE	
\$0.00	CORPORATE BILLED	\$ _____



MAKE CHECK PAYABLE TO:

>001256 6955981 0001 081020 10Z
 SHERRIE NORRIS
 WINNIE STOWELL HOSP
 PO BOX 1997
 WINNIE TX 77665-1997

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



79440546900000310420000000000000000218311

81020-38-00 61020-78-03
 01256 6855861 002512 055023 00010002



Important Messages

THANK YOU FOR CHOOSING PROSPERITY BANK FOR YOUR CREDIT CARD NEEDS.

CORPORATE BILLED TRANSACTIONS THIS PERIOD

Transaction Date	Posting Date	Reference Number	Transaction Description	\$ Amount
Account Level				
Card Number Ending in 1770				
09/30	10/01	VT192742544000010000150	Intuit *PayrollEE usag 833-830-9255 CA	\$4.33+
10/02	10/02	VT192752544000010001903	GOOGLE *GSUITE WSHD-TX 650-253-0000 CA	\$50.59+
10/06	10/07	VT192802546000010001379	ADOBE *ACROPRO SUBS 800-833-6687 CA	\$16.21+
10/23	10/25	VT192982547000010001978	OFFICE DEPOT #2178 PORT ARTHUR TX	\$85.69+
10/30	10/31	VT193042547000010000246	Intuit *PayrollEE usag 833-830-9255 CA	\$6.49+
10/30	10/31	VT193042547000010003031	USPS PO 4898150665 WINNIE TX	\$55.00+

2019 Total Year-to-Date

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

61020-38-00 61020-78-03

01256 6655681 002513 005025 0002/0002

Exhibit “B”



WSHD Regular Board Meeting – Nov 20, 2019 – Indigent Care Report

1) Source Totals Report:

- a) The largest expense this month was UTMB, with Pharmacy coming in second as usual.

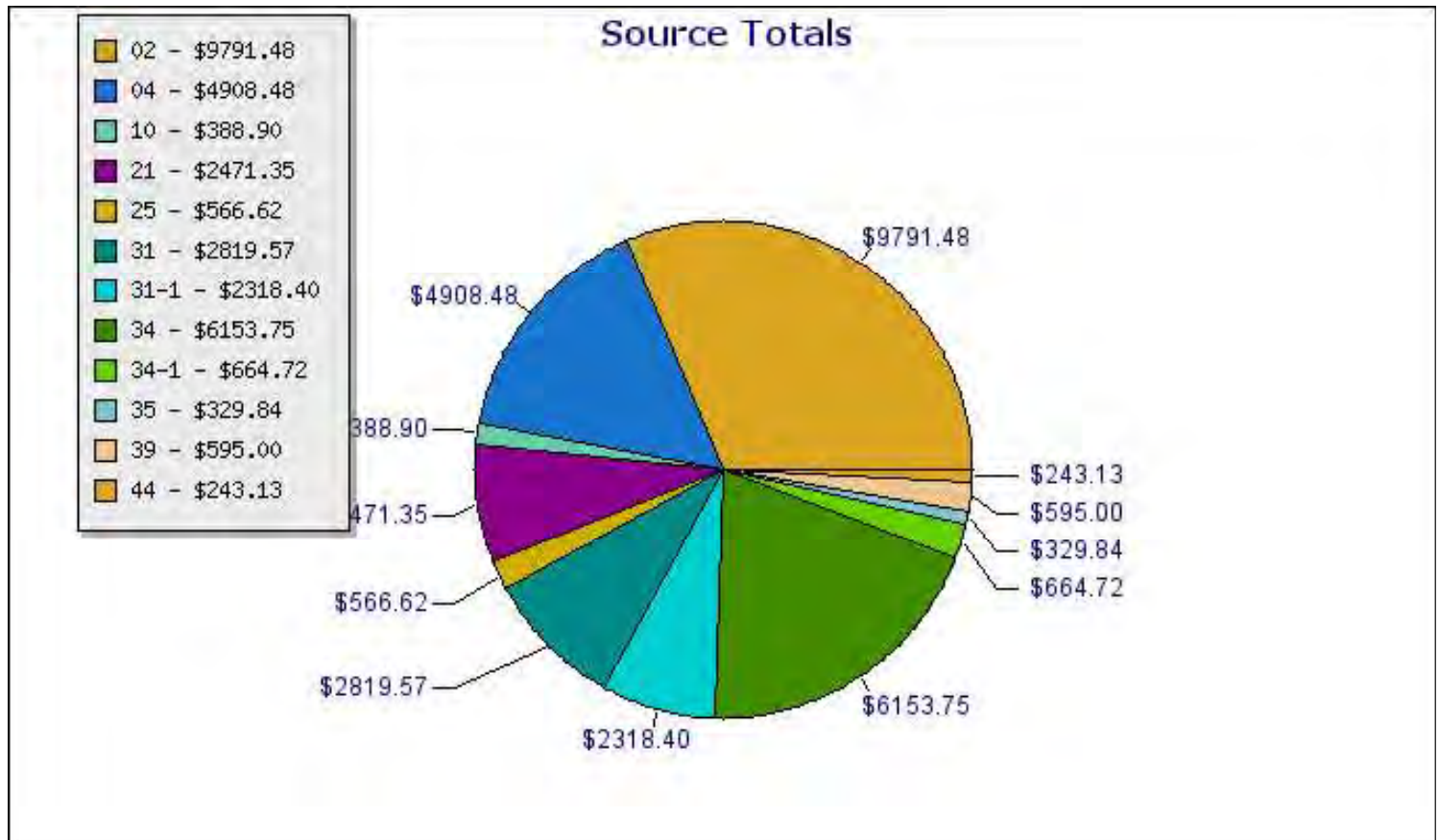
2) Indigent Care YTD Expenditures Worksheet:

- a) Our **Active Client Count** is down from 91 to 82.
- b) We also had 3 additional vendors this month:
 - (1) **Chamber County Public Hospital District** (formerly Bayside Community Hospital) – submitted 2 Emergency Room visit charges. One was paid and one was not. The one that was not paid was due to the facility failing to provide timely notification – phone call within 72 hours of admission and/or within 5 days of identifying the patient as a WSHD client.
 - (2) **Winnie-Stowell EMS** – submitted one claim which was paid according to Medicaid rate reimbursement.
 - (3) **UTMB ER Physicians (Barrier Reef)** – submitted 2 Emergency Room visit charges. One was paid and one was not. The one that was not aid was due to the facility failing to provide timely notification and also being past the 95 day filing deadline.
- c) Our **over-all expenditures for Oct 2019** were down from \$71,418.44 in Sep 2019 to \$27,970.14, a 61% decrease. This is mainly attributed to the Riceland facility being debilitated by Tropical Storm Imelda.
 - i) See Graph/Chart - “Exhibit A”, which depicts years 2017 through YTD 2019.
 - (1) **Riceland facilities:**
 - (a) The Billed amount has had a steady increase each year – 19% for 2018 and 19.2% for 2019, when comparing where they stood in Oct 2018 to now. This corresponds to the increase in the number of Indigent clients.
 - (b) There is no Paid amount for Riceland.
 - (2) **UTMB facilities:**
 - (a) The Billed amount had a sharp 76% increase from 2017 to 2018, but is now trending for only a .04% increase for 2019, when comparing where they stood in Oct 2018 to now.
 - (b) The Paid amount had a sharp 74% increase from 2017 to 2018, but is now trending for only a 10.5% increase for 2019, when comparing where they stood in Oct 2018 to now.
 - (3) **Pharmacy facilities:**
 - (a) The Billed amount had only a slight 5% increase from 2017 to 2018, but is now trending for a 24.7% increase for 2019, when comparing where they stood in Oct 2018 to now.
 - (b) The Paid amount had a slight 6% increase from 2017 to 2018, but is now trending for a 24.9% increase for 2019, when comparing where they stood in Oct 2018 to now.
 - (c) After doing some research on the rising pharmacy expense, I discovered that the highest expense medications are for diabetics’ insulin. I then researched avenues to cut this cost through known drug assistance programs, and found that most of the insulin medications being prescribed, do in fact have a drug assistance program where the clients can potentially receive the medications for free.

Source Totals Report

Winnie Stowel Hospital District Indigent Healthcare Services
 Batch Dates 10/01/2019 through 10/31/2019
 For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
02	Prescription Drugs	14,296.08	9,791.48
04	Hospital Out-Patient	11,745.21	4,908.48
10	Optional Services	2,152.00	388.90
11	Reimbursements	0.00	-444.72
21	Wch Clinic	6,027.67	2,471.35
25	Wch Lab/X-Ray	1,382.00	566.62
31	Utmb - Physician Services	11,224.00	2,819.57
31-1	Utmb - Anesthesia Services	3,418.00	2,318.40
34	Utmb Out-Patient	26,469.25	6,153.75
34-1	Utmb Er Physicians-Barrier Ree	3,442.00	664.72
35	Utmb - Lab/X-Ray	1,178.00	329.84
39	Youth Counseling	595.00	595.00
44	Lab/Xray Readings	593.00	243.13
Expenditures		82,522.21	31,251.24
Reimb/Adjustments		0.00	-444.72
Grand Total		82,522.21	30,806.52



Indigent Care YTD Expenditures Worksheet

	September				October				Year to Date			
Clients:	91				82							
Youth Counseled:	11				11							
Summary by Facility	Billed Amount	Medicaid Rate	% of Services	Actually Paid	Billed Amount	Medicaid Rate	% of Services	Actually Paid	Billed Amount	Medicaid Rate	% of Services	Actually Paid
Winnie Community Hospital	\$37,279.18	\$15,284.46	17.63%	\$0.00	\$8,002.67	\$3,281.10	10.50%	\$0.00	\$680,047.77	\$278,819.59	50.21%	\$0.00
Brookshire Brothers Pharmacy Corp	\$10,639.00	\$8,912.79	10.28%	\$8,912.79	\$9,436.68	\$7,224.61	23.12%	\$7,224.61	\$86,929.11	\$76,293.15	13.74%	\$76,293.15
Brookshire Brothers Pharmacy Med	\$11.45	\$11.45	0.01%	\$11.45	\$3.40	\$3.40	0.01%	\$3.40	\$113.15	\$113.15	0.02%	\$113.15
Wilcox Pharmacy	\$1,961.16	\$1,465.18	1.69%	\$1,465.18	\$4,856.00	\$2,563.47	8.20%	\$2,563.47	\$27,047.75	\$17,283.10	3.11%	\$17,283.10
Pharmacy Total	\$12,611.61	\$10,389.42	11.98%	\$10,389.42	\$14,296.08	\$9,791.48	31.33%	\$9,791.48	\$114,090.01	\$93,689.40	16.87%	\$93,689.40
UTMB Hospital	\$151,849.80	\$51,833.16	59.78%	\$51,833.16	\$26,469.25	\$6,153.75	19.69%	\$6,153.75	\$470,019.86	\$138,543.34	24.95%	\$138,543.34
UTMB ER- Barrier Reef Physician	\$0.00	\$0.00	0.00%	\$0.00	\$3,442.00	\$664.72	2.13%	\$664.72	\$3,442.00	\$664.72	0.12%	\$664.72
UTMB Anesthesia	\$1,936.00	\$1,338.54	1.54%	\$1,338.54	\$3,418.00	\$2,318.40	7.42%	\$2,318.40	\$14,684.00	\$9,387.35	1.69%	\$9,387.35
UTMB Lab/Xray	\$17,270.00	\$3,539.36	4.08%	\$3,539.36	\$1,178.00	\$329.84	1.06%	\$329.84	\$18,448.00	\$3,869.20	0.70%	\$3,869.20
UTMB Physician Services	\$17,367.00	\$3,892.96	4.49%	\$3,892.96	\$11,224.00	\$2,819.57	5467.81%	\$2,819.57	\$89,380.00	\$23,553.73	4.24%	\$23,553.73
UTMB Total	\$188,422.80	\$60,604.02	69.90%	\$60,604.02	\$45,731.25	\$12,286.28	39.31%	\$12,286.28	\$595,973.86	\$176,018.34	31.69%	\$176,018.34
Chambers Co Public Hosp Distr ER	\$0.00	\$0.00	0.00%	\$0.00	\$11,745.21	\$4,908.48	15.71%	\$4,908.48	\$11,745.21	\$4,908.48	0.88%	\$4,908.48
Winnie-Stowell EMS	\$0.00	\$0.00	0.00%	\$0.00	\$2,152.00	\$388.90	1.24%	\$388.90	\$2,152.00	\$388.90	0.07%	\$388.90
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00	\$13,897.21	\$5,297.38	16.95%	\$5,297.38	\$13,897.21	\$5,297.38	0.95%	\$5,297.38
Youth Counseling	\$425.00	\$425.00	0.49%	\$425.00	\$595.00	\$595.00	1.90%	\$595.00	\$1,530.00	\$1,530.00	0.28%	\$1,530.00
Grand Totals	\$238,738.59	\$86,702.90	100.00%	\$71,418.44	\$82,522.21	\$31,251.24	100%	\$27,970.14	\$1,405,538.85	\$555,354.71	100%	\$276,535.12

Summary by Service Provided

Prescription Drugs	\$12,611.61	\$10,389.42	11.98%	\$10,389.42	\$14,296.08	\$9,791.48	31.33%	\$9,791.48	\$114,090.01	\$93,689.40	16.87%	\$93,689.40
WCH Clinic	\$13,693.00	\$5,614.13	6.48%	\$0.00	\$6,027.67	\$2,471.35	7.91%	\$0.00	\$101,596.79	\$41,654.70	7.50%	\$0.00
WCH Observation	\$137.00	\$56.17	0.06%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$60,408.00	\$24,767.28	4.46%	\$0.00
WCH ER	\$8,362.00	\$3,428.42	3.95%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$227,580.00	\$93,307.80	16.80%	\$0.00
WCH Lab/Xray	\$6,648.00	\$2,725.68	3.14%	\$0.00	\$1,382.00	\$566.62	1.81%	\$0.00	\$105,550.00	\$43,275.50	7.79%	\$0.00
WCH Labs	\$5,121.00	\$2,099.61	2.42%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$58,024.00	\$23,789.84	4.28%	\$0.00
WCH Xray	\$978.00	\$400.98	0.46%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$46,470.80	\$19,053.02	3.43%	\$0.00
WCH Inpatient	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Outpatient Surgery	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Physical Therapy	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$27,745.00	\$11,375.45	2.05%	\$0.00
WCH Ultrasound	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$8,907.00	\$3,651.87	0.66%	\$0.00
WCH CT Scan	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$19,339.00	\$7,928.99	1.43%	\$0.00
WCH Optical Specialist	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$2,920.00	\$1,197.20	0.22%	\$0.00
UTMB Physician Services	\$17,367.00	\$3,892.96	4.49%	\$3,892.96	\$11,224.00	\$2,819.57	9.02%	\$2,819.57	\$89,380.00	\$23,553.73	4.24%	\$23,553.73
UTMB Anesthesia	\$1,936.00	\$1,338.54	1.54%	\$1,338.54	\$3,418.00	\$2,318.40	7.42%	\$2,318.40	\$14,684.00	\$9,387.35	1.69%	\$9,387.35
UTMB In-Patient	\$101,852.99	\$38,742.72	44.68%	\$38,742.72	\$0.00	\$0.00	0.00%	\$0.00	\$101,852.99	\$38,742.72	6.98%	\$38,742.72
UTMB Outpatient	\$49,996.81	\$13,090.44	15.10%	\$13,090.44	\$26,469.25	\$6,153.75	19.69%	\$6,153.75	\$368,166.87	\$99,800.62	17.97%	\$99,800.62
UTMB Lab&Xray	\$17,270.00	\$3,539.36	4.08%	\$3,539.36	\$1,178.00	\$329.84	1.06%	\$329.84	\$18,448.00	\$3,869.20	0.70%	\$3,869.20
UTMB ER Physician-Barrier Reef	\$0.00	\$0.00	0.00%	\$0.00	\$3,442.00	\$664.72	2.13%	\$664.72	\$3,442.00	\$664.72	0.12%	\$664.72
Non-Contract Emergency Services	\$0.00	\$0.00	0.00%	\$0.00	\$13,897.21	\$5,297.38	16.95%	\$5,297.38	\$13,897.21	\$5,297.38	0.95%	\$5,297.38
Youth Counseling	\$425.00	\$425.00	0.49%	\$425.00	\$595.00	\$595.00	1.90%	\$595.00	\$1,530.00	\$1,530.00	0.28%	\$1,530.00
Lab/Xray readings for WCH	\$2,340.18	\$959.47	1.11%	\$0.00	\$593.00	\$243.13	0.78%	\$0.00	\$21,507.18	\$8,817.94	1.59%	\$0.00
Grant Totals	\$238,738.59	\$86,702.90	100.00%	\$71,418.44	\$82,522.21	\$31,251.24	100.00%	\$27,970.14	\$1,405,538.85	\$555,354.71	100.01%	\$276,535.12

2017 thru 2019 YTD Indigent Care Expense Comparison

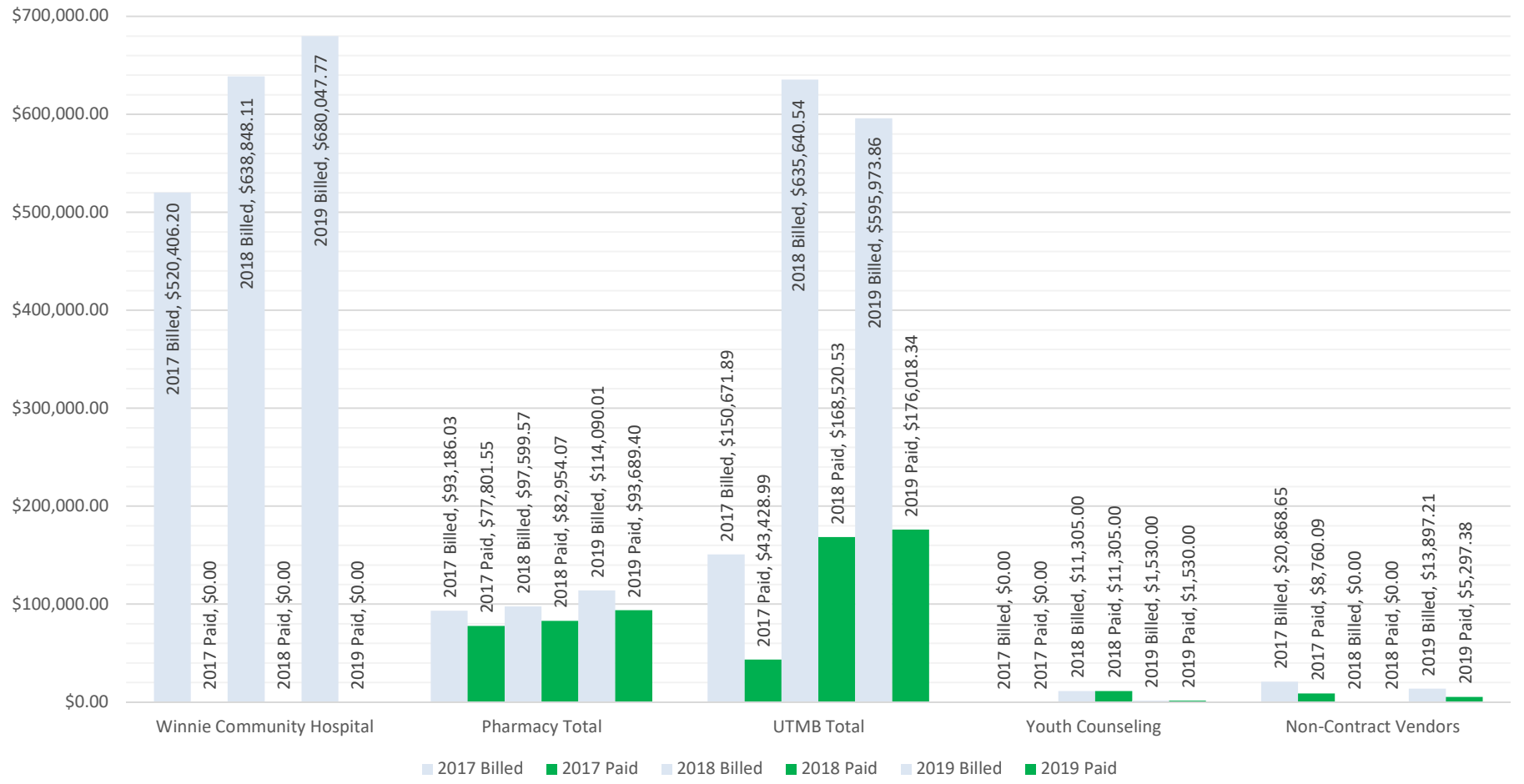


Exhibit “C”

Facility Name	Manager	SEPTEMBER 20109 PAYMENTS			Distribution of Component 2 Funds			Reimbursement of Telehealth Fees			Total Cash Distributed		
		Comp 1	Comp 2	Total September	Manager Portion	District Portion	Total Distributed	Invoice Total	Reimburse manager - up to \$750 (half of invoice amount)	Reduce WSHD Distribution	TOTAL MANAGER	TOTAL WSHD	TOTAL CASH DISTRIBUTED
GARRISON NURSING HOME & REHABILITATION CENTER	Caring	41,236.65	6,121.50	47,358.15	3,060.75	3,060.75	6,121.50	333.33	166.67	(166.67)	3,227.42	2,894.08	6,121.50
GOLDEN VILLA	Caring	32,889.15	4,897.20	37,786.35	2,448.60	2,448.60	4,897.20	333.33	166.67	(166.67)	2,615.27	2,281.93	4,897.20
HIGHLAND PARK CARE CENTER	Caring	25,520.04	3,785.94	29,305.98	1,892.97	1,892.97	3,785.94	333.33	166.67	(166.67)	2,059.64	1,726.30	3,785.94
MARSHALL MANOR NURSING & REHABILITATION CENTER	Caring	48,638.10	7,234.50	55,872.60	3,617.25	3,617.25	7,234.50	333.33	166.67	(166.67)	3,783.92	3,450.58	7,234.50
MARSHALL MANOR WEST	Caring	42,460.95	6,288.45	48,749.40	3,144.22	3,144.23	6,288.45	333.33	166.67	(166.67)	3,310.89	2,977.56	6,288.45
ROSE HAVEN RETREAT	Caring	21,369.60	3,172.05	24,541.65	1,586.03	1,586.02	3,172.05	333.33	166.67	(166.67)	1,752.70	1,419.35	3,172.05
SPRING BRANCH TRANSITIONAL CARE CENTER	Caring	126,408.33	18,719.37	145,127.70	9,359.69	9,359.68	18,719.37	333.33	166.67	(166.67)	9,526.36	9,193.01	18,719.37
DEERBROOK SKILLED NURSING AND REHAB CENTER	HMG	41,435.01	6,169.68	47,604.69	3,084.84	3,084.84	6,169.68	1,500.00	750.00	(750.00)	3,834.84	2,334.84	6,169.68
FRIENDSHIP HAVEN HEALTHCARE AND REHABILITATION CENTER	HMG	59,453.28	8,833.86	68,287.14	4,416.93	4,416.93	8,833.86	1,500.00	750.00	(750.00)	5,166.93	3,666.93	8,833.86
PARK MANOR OF CONROE	HMG	43,047.54	6,380.01	49,427.55	3,190.00	3,190.01	6,380.01	1,500.00	750.00	(750.00)	3,940.00	2,440.01	6,380.01
PARK MANOR OF CYFAIR	HMG	51,110.19	7,571.88	58,682.07	3,785.94	3,785.94	7,571.88	1,500.00	750.00	(750.00)	4,535.94	3,035.94	7,571.88
PARK MANOR OF CYPRESS STATION	HMG	41,505.12	6,169.68	47,674.80	3,084.84	3,084.84	6,169.68	1,500.00	750.00	(750.00)	3,834.84	2,334.84	6,169.68
PARK MANOR OF HUMBLE	HMG	52,792.83	7,852.32	60,645.15	3,926.16	3,926.16	7,852.32	1,500.00	750.00	(750.00)	4,676.16	3,176.16	7,852.32
PARK MANOR OF QUAIL VALLEY	HMG	46,342.71	6,870.78	53,213.49	3,435.39	3,435.39	6,870.78	1,500.00	750.00	(750.00)	4,185.39	2,685.39	6,870.78
PARK MANOR OF SOUTH BELT	HMG	42,416.55	4,206.60	46,623.15	2,103.30	2,103.30	4,206.60	1,500.00	750.00	(750.00)	2,853.30	1,353.30	4,206.60
PARK MANOR OF THE WOODLANDS	HMG	40,874.13	6,029.46	46,903.59	3,014.73	3,014.73	6,029.46	1,500.00	750.00	(750.00)	3,764.73	2,264.73	6,029.46
PARK MANOR OF TOMBALL	HMG	51,671.07	7,641.99	59,313.06	3,821.00	3,820.99	7,641.99	1,500.00	750.00	(750.00)	4,571.00	3,070.99	7,641.99
PARK MANOR OF WESTCHASE	HMG	50,619.42	7,501.77	58,121.19	3,750.88	3,750.89	7,501.77	1,500.00	750.00	(750.00)	4,500.88	3,000.89	7,501.77
HALLETSVILLE REHABILITATION AND NURSING CENTER	Regency	24,385.18	3,601.37	27,986.55	1,800.68	1,800.69	3,601.37	-	-	-	1,800.68	1,800.69	3,601.37
MONUMENT REHABILITATION AND NURSING CENTER	Regency	23,215.50	3,433.50	26,649.00	1,716.75	1,716.75	3,433.50	-	-	-	1,716.75	1,716.75	3,433.50
SPINDLETOP HILL NURSING AND REHABILITATION CENTER	Regency	54,551.52	8,087.58	62,639.10	4,043.79	4,043.79	8,087.58	-	-	-	4,043.79	4,043.79	8,087.58
THE WOODLANDS NURSING AND REHABILITATION CENTER	Regency	85,253.76	12,619.80	97,873.56	6,309.90	6,309.90	12,619.80	-	-	-	6,309.90	6,309.90	12,619.80
OAK MANOR NURSING CENTER	SLP	18,648.00	924.00	19,572.00	462.00	462.00	924.00	-	-	-	462.00	462.00	924.00
OAKLAND MANOR NURSING CENTER	SLP	23,656.50	1,165.50	24,822.00	582.75	582.75	1,165.50	-	-	-	582.75	582.75	1,165.50
TOTAL		1,089,501.13	155,278.79	1,244,779.92	77,639.39	77,639.40	155,278.79	18,833.31	9,416.69	(9,416.69)	87,056.08	68,222.71	155,278.79

Winnie-Stowell Hospital District			
Executive Summary of Nursing Home Monthly Site Visits			
October 2019			
Facility	Operator		Comments
Park Manor of Westchase	HMG		Census: 99. Facility had their annual survey in February 2019, their POC was accepted by the state. No reportable incidents since the last visit. The facility has a new administrator, he has been there for two months. The facility is very well kept, both the inside and outside are well maintained. The facility was decorated for Halloween. There were no compliance issues noticed during the visit.
Park Manor of Cypress Station	HMG		Census: 94. Facility had their annual survey in October 2019, they have not received a full report from the survey. There were no reportable incidents since the last visit. The outside of the facility was nicely manicured. The facility does need to update the lobby furniture, it is looking worn. All residents were well groomed and appropriately dressed.
Park Manor of Humble	HMG		Census: 98. The facility had their annual survey in August 2019, they received four tags, all were cleared by the state. No reportable incidents since the last visit. The therapy department takes advantage of the nice weather and conducts some therapy sessions in the gazebo. The facility has a large activity room, the facility does a nice job of hosting activities both during the day and at night.
Park Manor of Cyfair	HMG		Census: 100. Facility had their annual survey in March 2019, they received three tags, their POC was accepted by the state. There were no reportable incidents since the last visit. The facility was decorated for fall with pumpkins and seasonal decorations at the entry. There was recently a small fire in the laundry room, the problem has been fixed and the smoke damage is being fixed.
Highland Park Rehabilitation and Nursing Center	Caring		Census: 86. Facility had their annual survey in January 2019, their POC was accepted by the state. There was a complaint survey in June 2019, the facility was not cited. No reportable incidents since the last visit. The facility needs to update their City Health and Fire registration, it expired in May. The facility has hired a new DON, it was her first day during the visit, a report on her progress will be available next visit.

Spring Branch Transitional Care Center	Caring		Census: 192. The facility had their annual survey in March 2019, they received eight tags, their POC was accepted by desk review. There were no reportable incidents since the last visit. The facility had a small leak that damaged some ceiling tiles, the leak has been fixed and the tiles are being replaced. The facility was very clean, and all residents were happy and well taken care of.
Oak Manor	SLP		Census: 32. The facility had their annual survey in September 2019, they received 23 tags, most of which were in life-safety. The facility has hired a new administrator who is in the process of correcting the tags to send the POC to the state. There were no reportable incidents since the last visit. The new administrator is very good, and she will have the issues from the previous administration fixed quickly.
Oakland Manor	SLP		Census: 59. The facility is in their survey window. There was one reportable incident since the last visit, a resident fell while trying to go to the restroom and broke her wrist, the facility was not cited. The facility is trying to lower their pressure ulcer levels, they believe their primary assessment of a new resident isn't thorough enough and that is causing the high numbers.
Hallettsville Rehabilitation and Nursing Center	Regency		Census: 86. There were three reportable incidents since the last visit, two were for falls, one was for a combative resident, the facility was not cited. The facility is currently undergoing a major remodel, phase 1 of the remodel is almost completed and phase 2 is set to begin in the new year. The work that has been done during phase 1 has made the outside of the facility stand out.
Monument Rehab and Nursing Center	Regency		Census: 68. The facility was in the middle of their annual survey during the visit. There was one reportable incident since the last visit, a resident fell and had a fracture, the facility was not cited. The facility is almost complete with the remodel and it looks excellent. The staff and residents are both please with the results so far.

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.

<p>Monument Hill Rehabilitation and Nursing</p>	<p>Regency</p>		<p>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.</p>
<p>The Woodlands</p>	<p>Regency</p>		<p>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.</p>

CONTACT

Kevin Boisseau – Administrator
Carolyn Mwieria, RN- DON

FACILITY

Park Manor Westchase is a 125-bed facility with a current overall star rating of 1 and a Quality of Resident Care star rating of 3. The census on the date of this visit was 99: Private Pay: 7, HMO: 14, Medicare: 8, Medicaid: 66 and Hospice: 4.

Mr. Boisseau introduced himself and mentioned being the administrator for the last two months. Ms. Mwieria, the DON, was present as well for the visit. The external grounds were well kept, no trash or cigarettes observed. The lobby area smelled great with no odors. Halloween decorations were out that greeted families and professionals.

Hallway 1's shower door was scuffed up from wheelchair marks but inside no items were left out and organized. Floors walking down the hallway were very clean and shiny. Medication carts were checked and found to be locked. Extinguishers were up to date and linen cart had clean linens in place. Residents rooms were found to be clean with no safety hazards observed.

Caution signs were out in the dining room as the floor had just been mopped. The floors were very clean and well maintained. Menu's were posted in Korean, Chinese and English. Kitchen was in the middle of preparing lunch but seemed very organized in their manner of preparing food items. Cooks were observing special diets and food items were labeled. All had hairnets on and staff were very cordial. Oxygen storage room was organized and all tanks were safely placed in canisters.

Staffing hours were posted and updated and names of caregivers for the day were posted on a board for residents to see. Residents appeared clean with appropriate clothing on and once showed me the basket raffle resident council was putting on for extra money for fun outings. The activity board was full of daily activities and many fun events for the holidays were posted to share with everyone.

Two residents were found to have speech generating devices to assist with communication which provided a great quality of life for each resident. The administrator mentioned they received them through the therapy department and it was there's to keep. Carolyn Mwieria, DON, stated she would send in the report as they had not completed it.



SURVEY

Park Manor Westchase had their annual survey February 28, 2019 and not in January as told on last visit. The administrator mentioned one complaint visit during the reporting period.

REPORTABLE INCIDENTS

Information not given.

CLINICAL TRENDING

Information not given.

Quality Indicators for June/July/August 2019 CASPER Report				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)				Information not given
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)				



Park Manor of Westchase
 11910 Richmond Ave. Houston, TX 77082 Site Visit:
 10/21/2019

Physical restraint(L)				Information not given
Increased ADL Assistance(L)				
Excessive Weight Loss(L)				
Depressive symptoms(L)				
Antipsychotic medication (L)				

QIPP Component 1 Quality Metric for QTR-June/July/August 2019				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report				Information not given

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

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

CONTACT

Justin Joy – Administrator
Toni Clark, RN- Director of Nursing

FACILITY

Park Manor Cypress Station is a 125-bed facility with a current star rating of 3 and a Quality Measures rating of 4. The census on the date of this visit was 94 - breakdown was to be given with the report. The administrator, Justin Joy, provided the tour.

The external grounds were nicely manicured and patio furniture was in good shape. The parking lot was free from trash and cigarettes. Planters were in the front with plants in them which was a nice touch. The lobby area had a faint smell of urine and the eye was drawn to both couches and chairs that were worn looking. Daily staffing was posted and survey binder was available for review.

Hallway 200 had a faint smell of urine. Residents were appropriately dressed and groomed properly. Laundry room was clean and organized with lint log up to date. Dumpster lids outside were secured and no trash around them. Extinguishers were up to date.

Therapy department was nice and spacious but at the time, had no residents working out. Med carts were secured down all hallways and housekeeping carts were organized and labeled properly. Oxygen room had all tanks in proper canisters. Hallways had all carts on one side in which the means of egress was safe.

SURVEY

The facility's annual survey was on October 8-11 of 2019. They received a few tags but are waiting on the 2567.

REPORTABLE INCIDENTS

Information was not provided.

CLINICAL TRENDING

Incidents/Falls:

Information was not provided.

Infection Control:

Information was not provided.

Weight loss:

Information was not provided.

Pressure Ulcers:

Information was not provided.

Restraints:

No restraints were utilized during the reporting period.

Staffing:

Information was not provided.



Park Manor of Cypress Station
 420 Lantern Bend Dr., Houston, TX 77890
 Site Visit: 10/22/2019

Quality Indicators from CASPER Report- June/July/August 2019				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)				Information was 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)				



Park Manor of Cypress Station
 420 Lantern Bend Dr., Houston, TX 77890
 Site Visit: 10/22/2019

QIPP Component 1 Quality Metric for QTR- June/July/August 2019				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report				Information was not provided.

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



Park Manor of Cypress Station
420 Lantern Bend Dr., Houston, TX 77890
Site Visit: 10/22/2019

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

CONTACT

Tangela Manuel- Administrator
Bridgetta Bracks, RN – DON

FACILITY

Park Manor Humble is a 125-bed facility with a current overall rating of 1 and a Quality Measures rating of 3. The census on the date of this visit was 98. Tangela Manuel provided the tour of the facility.

The external grounds were immaculate and no trash or cigarettes were observed in the parking lot. Nicely maintained patio furniture was at the front entrance area with plants in planters that gave a nice wow factor. A beautiful front door greeted you upon entering the building which had just been installed a few weeks prior. The lobby area looked and smelled great and Halloween decorations were out for fun. Staff were friendly upon entering the building. Survey Binder was out and current.

Nurses station was clean and organized. Staffing was posted and current. Hallways presented well and carpet was well maintained. Ice chest needed to be refilled and the scoop was in the cooler. Extinguishers were up to date and the oxygen closet had all cylinders placed in their canisters. Medication carts were locked throughout the building.

Activity calendars were observed in resident rooms. The activity department has a large room for their residents and they were busy with scheduled activities. Activities are also provided in the evenings for the residents in which Ms. Manuel mentioned residents really liked. Two parakeets are also part of the family at Park Manor Humble and residents love them.

The therapy gym was busy with residents participating in physical and occupational therapy. The department had a joyful feeling and residents seemed motivated by the therapists. A gazebo is placed outside the door from where the residents participate in therapy and they use that area when the weather is nice.

Resident rooms appeared clean and odor free. Residents were appropriately dressed and groomed in a proper manner. A housekeeping cart had a personal item on it, which was a coffee cup. Shower rooms did not have items left out and were organized.

SURVEY

The facility had their annual survey on August 8, 2019. They received two LSC violations and two Health violations. All were cleared on September 12, 2019.



REPORTABLE INCIDENTS

Information was not provided.

CLINICAL TRENDING

Incidents/Falls:

Information not provided.

Infection Control:

Information not provided.

Weight loss:

Information not provided.

Pressure Ulcers:

Information not provided.

Restraints:

The facility does not use restraints.

Staffing:

Information not provided.

Quality Indicators for June/July/August 2019 CASPER Report				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)				Information was not provided.
New/Worsened Pressure Ulcers (S)				



Park Manor of Humble
19424 McKay Dr. Humble, TX 77338 Site Visit:
10/22/2019

New Psychoactive Med Use (S)				Information not provided.
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)				



Park Manor of Humble
 19424 McKay Dr. Humble, TX 77338 Site Visit:
 10/22/2019

QIPP Component 1 Quality Metric for QTR June/July/August				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report				Information not provided

QIPP Component 2 (Modest) Quality Metrics for QTR 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					



Park Manor of Humble
19424 McKay Dr. Humble, TX 77338 Site Visit:
10/22/2019

QIPP Component 3 (High) Quality Metrics for QTR – 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

Lisa Arnold, Administrator
Dee Linden, RN – DON
Jessica Amezcua – Admissions Coordinator

FACILITY

Park Manor Cyfair is a 120-bed facility with a current overall star rating of 4 and Quality Measures star rating of 2. The census on the date of this visit was 100: Private Pay- 8, HMO- 9, Medicare- 7, Medicaid- 67, and Hospice-4 and 5 Medicaid pending. Jessica Amezcua, Admissions Coordinator, provided the tour of the facility.

External grounds were kept up well and no trash or cigarettes were observed. Fall decorations with pumpkins greeted you which was very welcoming. Upon entering the lobby, a chandelier was observed above the reception desk and sophisticated furniture with couches and chairs were spread out which gave the facility a feeling of a high-end hotel but still a feeling of comfort. Fall decorations were throughout the lobby which provided an additional warmth to the area. No odors were detected.

Activity calendar was posted in the lobby for all to see. Observation of residents exercising in the activity area was noticed immediately which gave a great impression of the facility. There was a large group exercising which was a great thing to see.

Required postings were up to date except for the last survey showing March 10, 2016. Daily staffing was current and nurse's station was organized and staff were friendly. The dining room was being buffed but the floor was still clean and shiny. Therapy room was organized and clean. Observation of one resident in his wheelchair with a hospital gown and socks on sleeping.

The laundry room had recently had a small fire due to a balance being off and melted on a mattress pad. MJ, the housekeeping/laundry manager, stated it was contained and found immediately. Up on the ceiling, you could still see some of the smoke damage but the team was addressing it and fixing the issues. The lint log was initialed a day early and the manager took note of the mistake. A lot of lint were in both dryers and the aide started cleaning it out.

Extinguishers were observed to be current and housekeeping carts were locked and organized. Hallway 200 had a slight smell of urine. The corridors were uncluttered and means of egress was available in case of an emergency. Hallway 300 doors were scuffed up due to wheelchairs and needed to be painted.

SURVEY

The facility had their annual survey in March of 2019. They received no health deficiencies and 3 life safety code deficiencies.

REPORTABLE INCIDENTS

Information not provided.

CLINICAL TRENDING

Information not provided

Infection Control:

Information not provided

Weight loss:

Information not provided

Pressure Ulcers:

Information not provided

Restraints:

Information not provided

Staffing:

Information not provided



Park Manor of Cyfair
 11001 Crescent Moon Dr., Houston, TX 77064 Visit:
 10/23/2019

Quality Indicators from 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)				



Park Manor of Cyfair
 11001 Crescent Moon Dr., Houston, TX 77064 Visit:
 10/23/2019

QIPP Component 1 Quality Metric for QTR- June/July/August 2019				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report				Information not provided

QIPP Component 2 (Modest) Quality Metrics for QTR – 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					



Park Manor of Cyfair
11001 Crescent Moon Dr., Houston, TX 77064 Visit:
10/23/2019

QIPP Component 3 (High) Quality Metrics for QTR – 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

Jherick Gutierrez- Administrator
India Lilly, RN - DON

FACILITY

Highland Park is a 120-bed facility with a current overall star rating of 3 and a Quality Measures star rating of 5. The census on the date of this visit was 86: 5 HMO; 7 Medicare; 6 Hospice; 8 Private; 60 Medicaid and 2 Hospital.

Mr. Gutierrez introduced himself and was very cordial with consultant. India Lilly, new DON, was just starting that day and in training. Upon arrival, the lawn contractors were outside getting their equipment out. The lawn needed to be mowed but they were already addressing that issue. Some weeds were coming out where the gravel was but the front was nicely landscaped with flowers in the front. The parking lot was clean with no observation of trash or cigarettes laying around the property.

The state survey binder was out and updated. No deficiencies were sited on July 3rd, 2019. Fall and Halloween decorations were out to greet families, professionals and residents. Postings were up and it was noticed the City Health Department and Fire Department permit expired in May of 2019. Mr. Gutierrez immediately commented he would follow up to confirm if they needed to come back or not. Fire extinguishers were updated.

The Chapel Living Area was nicely furnished and a resident and family member were in the room reading the Bible. Housekeeping carts (which appeared brand new) were locked and linen carts were well organized and only had clean linen in them.

Mr. Gutierrez took consultant out to the interior courtyard. Many residents were enjoying the day and greeted consultant with a smile. The administrator was very attentive and knew the names of many residents when walking throughout the building during the entire tour. He stopped to speak with one in particular who had some concerns and Mr. Gutierrez listened intensely and the resident seemed pleased he took time for her.

The nurse station was organized and staffing was posted and updated. The corridors were clear for means of egress and resident rooms overall looked clean, free from safety hazards. All resident rooms observed had an activity calendar in them.

Outside laundry room was getting painted and the laundry room was clean and organized. No lint logs are kept and some lint was found in the dryers. Mr. Gutierrez stated he would put a log in place to help them stay on top of it. Consultant asked same laundry aide from last visit if she knew where the MDS sheets were and she said no. Mr. Gutierrez showed her where they were and immediately called his director and stated they would have an in-service to make sure everybody knows and signs off stating they were trained.

Dumpster lids were closed and no trash was on the ground. Therapy room was organized and staff were friendly. Observation of a few aides not wearing their nametags going down the hallway and Mr. Gutierrez immediately asked them politely to find or put them on.

SURVEY

Full book in January of 2019 and state entered on June 27,2019 for a complaint and received no deficiencies.

REPORTABLE INCIDENTS

This information was not presented.

CLINICAL TRENDING

Incidents/Falls:

Information was not provided.

Infection Control:

Information was not provided.

Weight loss:

Information was not provided.

Pressure Ulcers:

Information was not provided.



Restraints:

The facility does not utilize restraints.

Staffing:

Information was not made available.

Quality Indicators from CASPER Report per CMS Website June/July/August 2019				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)				Information was not made available.
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)				Information was not made available.
Depressive symptoms(L)				
Antipsychotic medication (L)				

QIPP Component 1 Quality Metric for QTR-June/July/August 2019				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report				Information was not made available.

QIPP Component 2 (Modest) Quality Metrics for QTR – June/July/August 2019					PI Implemented
Indicator	Benchmark	Baseline Target	Results	Met Y/N	
Falls W/Major Injury					Information was not made available.
High Risk W/Pressure Ulcers					



Physical restraints					Information was not made available.
Antipsychotic medication					

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

TCONTACT

Administrator- Zach Lapin
Kenee Gibson, RN- DON

FACILITY

Spring Branch Transitional Care Center is managed by Caring Healthcare. They are licensed for 198 beds and are comprised of 4 floors. The CMS overall star rating for the facility is 2 with a 2-star rating in Quality Measures. The facility specializes in Behavioral/psychiatric but also has a wing for Korean residents. The census on the day of visit was 192: 12 Medicare; 153 Medicaid; 12 Hospice; 9 Medicaid pending; 5 Private; 1 HMO. The tour was provided by Gilbert, with Human Resources.

The lobby area was clean and odor free. Fun Halloween decorations were out to greet families and professionals coming inside the building. The receptionist was very friendly and helpful. Postings were up to date and extinguishers were current. The therapy department was spacious and clean. At the time of visit, there were no residents in the room as it was lunch time. Observation of some tiles removed from the ceiling walking down the hallway was due to a leak. The leak had been fixed and maintenance was in the process of replacing the tiles.

Laundry room was very organized; especially considering the amount of laundry they have to do each day. A nice Epson label maker was present to assist with the organization of each resident's clothes items so they wouldn't be misplaced or lost. Melvin Banks introduced himself and was very friendly and professional. Lint Log binder was one day behind and Mr. Banks mentioned one dryer was out. Some tiles were missing in the washroom and a few products were on the floor. The floor was dirty in some small areas and Mr. Banks stated they were trying their best to keep them clean and maintained. The supply room was very spacious, well organized and all supplies were off the floor.

Observation of lunch items were the same as posted menu and smelled good. Trays were on all tables with the plates on them while residents ate their food. Dining Room West's floor was a little dull looking and a slight smell of urine was detected. Hallway 200's floor was clean and shiny. The hallway and handrails had recently been painted, which gave it a fresh appearance. Med carts were locked and linen carts only had clean linen in them.

Residents were appropriately dressed and smiled at the consultant. A happy birthday sign was observed next to many resident's door acknowledging their special day. The movie/media room was clean and another sitting area on the first floor was clean and picked up with no signs of trash.

SURVEY

The facility had their annual survey March of 2019 and received 8 tags and all were cleared by desk review.

REPORTABLE INCIDENTS

This information was not provided.

CLINICAL TRENDING

Infection Control:

Information was not available.

Weight loss:

Information was not available.

Pressure Ulcers:

Information was not available.

Restraints:

Information was not available.

Staffing:

Information was not available.



Spring Branch Transitional Care Center
1615 Hillendahl Blvd #100, Houston, TX 77055
10/23/2019

Quality Indicators from CMS website-June/July/August 2019				
Indicator	Facility	State	National	Comments
Self-Reported Mod/Sev Pain (S)				Information not available.
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 for June/July/August 2019				
Indicator	QAPI Mtg Date	Date Report Submitted	Met Y/N	PI Implemented
QAPI Validation Report				Information not provided.

QIPP Component 2 (Modest) Quality Metrics for QTR –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					



Spring Branch Transitional Care Center
1615 Hillendahl Blvd #100, Houston, TX 77055
10/23/2019

QIPP Component 3 (High) Quality Metrics for QTR –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:

Administrator: Ms. Pat Reyes; Interim administrator

The site visit was conducted on October 22, 2019. I visited with Ms. Reyes on this date.

The current census is 32. The breakdown is; Medicare-1; Medicaid-20; Private Pay-7; Private Insurance-2; Hospice-2; Pending Status-.

SURVEY:

The state was in the facility in September for the annual full-book survey. Nursing had 7 tags, all were minor tags. Life, safety inspection was a different story. The facility had 16 Life, Safety tags. Previous administrator and maintenance director did not take care of several areas addressing the codes for Life, safety areas. Ms. Reyes and staff are addressing those issues and are almost complete with the corrections. The facility did receive two fines involving resident safety issues. Ms. Reyes is a strong administrator and all issues will be addressed and taken care of. I will follow up with her in November.

REPORTABLE INCIDENTS:

The facility did not have any reportable incidents for the month of September.

CLINICAL TRENDING:**A. Infections:**

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

B. Weight Loss:

There were no weight loss issues.

ADDITIONAL COMMENTS:

The facility has a four- star quality rating overall.

Restraints-0

Pressure ulcers- -.03%

Falls with major injuries-10%

Anti-psychotic medicines- The facility is currently at 9.3%.

The facility looked neat and clean. There were no odors noticed throughout the facility.

There is no doubt in my mind that all issues will be corrected. I have seen Ms. Reyes in other facilities and she does an outstanding job.

I will be following up over the next couple of months.

CONTACT:

Administrator: The site visit was conducted on October 22, 2019. I visited with the administrator, Ms.Marquita Doss. Ms. Doss seems to be very happy with her position with the home. The employees seem to respond very well with her.

FACILITY:

The census target is 58 and the current census is 59. The census breakdown is; Medicare-3; Medicaid-30; Private Pay-19; Private Insurance-; Hospice-2; Pending Status-5.

SURVEY:

The state came in to investigate one reportable incident. Resident fall with injury. Substantiated and nothing cited.

The facility is in their survey window.

REPORTABLE INCIDENTS:

The facility had one reportable for September. Resident fall with injury. Resident did not call for help to go to restroom. She fell and broke her wrist.

CLINICAL TRENDING:**Infections:**

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

Weight Loss:

There were no issues for the month of September. The facility did change vendors for the dietary department. The residents like the new menus and the food. The new vendor seems to be working out very well.

ADDITIONAL COMMENTS:

Staffing is good with the exception of CNAs. The facility currently needs 6 CNAs.

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

The staff is working hard on the quality measures;

Restraints; 0

Falls with major injuries; 1 for the month of September. 1.8%

Anti-psychotics; 22.8%

Pressure ulcers- 14%

Overall quality is 4 star.

Overall star rating is 3.

The facility had their Resident trust fund audit last month and there were no issues.

Ms. Doss indicated that the pressure ulcer stat is high due to the fact that staff is not doing a very detailed assessment on new residents on admission. They are working to improve the admission assessments. The goal for the coming year is to get the parking lot redone and some new flooring on the patient wing floors.

The facility was very clean, and no odors were noticed. The dietary department was very neat and orderly. The staff seem happy as well as the residents. The grounds looked neat and well kept.

CONTACT

Administrator: Mr. Jason Ohrt

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

FACILITY

The current census target is 67. The current census is 86. The breakdown is as follows; Medicare-4; Medicaid-38; Private Pay-14; Private Insurance-1; Hospice-3; Pending Status-5; V.A.-21.

SURVEY

The state was not in the facility for any reason in September.

REPORTABLE INCIDENTS:

The facility had 3 self reports in September. 1. Unwitnessed fall with no injury. 2. Resident fall going to restroom resulting in a broken hip.3. Combative resident that has been moved to another facility.

Infections:

Infections were below thresholds.

Weight Loss:

There were no weight loss issues and no trending.

ADDITIONAL COMMENT:

The facility is working hard to control the quality measures.

Restraints-0

Pressure ulcers; 0

Falls with Major injuries- 1.4%

Anti-psychotic medicine- Currently at 1.7%.

The facility is undergoing a big remodel. They are almost complete with phase 1. Phase 2 is scheduled to start after the first of the year. The facility looks very nice. The residents like what has been done so far. They seem very happy and well cared for. The outside grounds are really pretty. They spent a lot of money redoing the grounds around the entire facility. It is very eye catching when coming into the facility.

All else is going very well with the facility. Mr. Ohrt and his staff have done a very good job with the facility.

CONTACT:

Administrator: Mr. Herm Ramirez. Mr. Ramirez has been with the facility for about six weeks. The site visit was conducted on October 22, 2019. I visited with Mr. Ramirez on this date.

FACILITY:

The census target is 58 and the current census is 68. The breakdown is; Medicare-6; Medicaid-22; Private Pay-27; Private Insurance-1, Hospice-; Pending Status-12.

SURVEY:

The state was in the facility on this date for the annual full-book survey.

REPORTABLE INCIDENTS:

The facility had the one fall with a fracture.

Infections:

The infection rate was below the threshold set by infection control, 2%.

Weight Loss:

The facility had no unexpected weight loss or gain issues.

ADDITIONAL COMMENT:

Restraints-0

Pressure ulcers-3% for the month of September.

Falls with Major injuries- 0 for September.

Anti-psychotics- Currently at 10.8%

The remodel looks absolutely beautiful. They are about 90% complete on the remodel. It absolutely looks great. The staff is very happy and pleased with the remodel of the facility. At this time staffing is in good shape. They are not having to use any agency staff on a regular basis. Budget targets are close. There were several personnel from the corporate office in the facility and they are very pleased with the facility and the operations. The residents seem happy and well cared for.

Exhibit “D”

Census	2018					2019										Texas Average
	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	
ER Visits	234	211	233	217	223	240	183	202	206	198	215	226	202	185	105	
Conversion to Inpatient/observation	17	20	18	19	17	20	15	10	10	9	10	9	17	4	0	
<i>Percentage</i>	7%	9%	8%	9%	8%	8%	8%	5%	5%	5%	5%	4%	8%	2%	0%	
Transferred out	22	16	13	20	18	16	12	15	11	11	12	10	10	10	0	
<i>Percentage</i>	9%	8%	6%	9%	8%	7%	7%	7%	5%	6%	6%	4%	5%	5%	0%	
ER shifts covered by doctors	0%	40%	45%	65%	72%	55%	61%	63%	78%	92%	77%	74%	76%	100%	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	0.00	1.63
CTs	75	82	74	71	52	52	35	45	57	46	63	74	79	25	0	
Xrays	286	253	295	235	245	257	266	244	239	250	218	294	314	149	0	
Ultrasounds	41	34	39	30	32	18	33	28	28	28	23	45	43	18	0	
Encounters - Adult Clinic	653	614	789	606	602	673	643	618	635	616	525	557	617	469	483	
Encounters - Pediatric Clinic	323	331	425	276	284	334	346	320	341	287	217	235	250	236	154	
Behavioral Health patients	78	79	74	65	67	74	76	73	75	75	69	63	60	56	0	
Physical Therapy	5	6	7	6	10	8	3	4	6	5	7	9	7	8	0	

Additional Items:

*Hospital Re-Inspection Scheduled for Friday November 22, 2019 @ 9:00 AM

*Continuing to support a 24/7 clinic until hospital re-activation

*Director of Operations: Steve Deatrick

Exhibit “E”

Loan 16
10 MONTH-SHORT TERM COMMERCIAL REVENUE NOTE
December 1st, 2019 –September 30th, 2020

BORROWER INFORMATION

Winnie-Stowell Hospital District
538 Broadway
Winnie, Texas 77665

NOTE. This Commercial Promissory Note dated December 1st, 2019, will be referred to in this document as the Note.”

LENDER. “Lender” means Salt Creek Capital, LLC whose address is P. O. Box, 930, 455 Elm Street, Suite 100, Graham, Young County, Texas 76450, its successors and assigns.

BORROWER. The Winnie Stowell Hospital District (“Borrower”) is a Political Subdivision of the State of Texas that was created pursuant to Article IX, Section 9 of the Texas Constitution and Chapter 286 of the Health and Safety Code.

REVENUE NOTE. Both Borrower and Lender agree that Article III, Section 52 of the Texas Constitution, prohibits the Legislature from authorizing any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. Both the Borrower and the Lender understand that neither the State of Texas, the Borrower, nor any political corporation, subdivision, or agency of the state, (i.e., Debtor) shall be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the state, the unit, or any other political corporation, subdivision, or agency thereof is pledged to the payment of the principal of or the interest on such debt, note, or bonds.

PROMISE TO PAY. For value received, receipt of which is hereby acknowledged, on September 30, 2020, (the Maturity Date), the Borrower promises to pay the principal amount of five million sixty-seven thousand seven hundred one and fifty-three hundredths dollars (\$5,067,701.53) and all interest on the outstanding principal balance and all other charges provided for in this Note, including service charges, to the order of Lender at its office at the address noted above or at such other place as Lender may designate in writing. The Borrower will make all payments in lawful money of the United States of America.

PAYMENT SCHEDULE. This Note will be paid according to the following schedule: 1) Total Interest on this note is calculated by the following formula: ((Principle*annual interest)\365 days))* (10 months\12)); 2) to be paid in ten (10) equal payments of \$70,947.82 on the last day of each month beginning on December 31st, 2019 and continuing each month through September 30th, 2020 (Maturity Date); and 3) thereafter, any unpaid interest accrued on the unpaid principal balance of this Note and the entire balance of unpaid principal shall be finally due and payable, without notice or demand on the Maturity Date. All payments received by the Lender for application on this Note may be applied to the Borrower’s obligations under this Note in such order and manner as Lender shall determine in its sole discretion.

INTEREST RATE AND SCHEDULED PAYMENT CHANGES. Interest on the principal of this Note from time to time outstanding will begin to accrue on the date of this Note and continue until all principal and accrued interest on this Note shall have been fully paid and satisfied. Before maturity, the interest rate on this Note will be fixed at 16.8% per annum, and all past due principal and interest shall bear interest at a rate per annum equal to the less of 18% per annum or the Highest Lawful Rate. It is the intention of Borrower and Lender to conform strictly to the usury laws in force in the State of Texas and in the United States of America, as applicable. If, for any reason whatsoever, the interest paid or received on this Note shall exceed the Highest Lawful Rate (defined below), the owner or holder of this Note shall credit on the principal hereof, or after all principal has been paid, refund to the payor, such portion of said interest as may be necessary to cause the interest paid on this Note to equal to the Highest Lawful Rate. “Highest Lawful Rate” means the maximum non-usurious rate of interest from time to time permitted by applicable federal or Texas law, whichever permits the higher lawful rate. All sums paid or agreed to be paid to the owner or holder hereof for the use, forbearance or detention of the indebtedness evidenced hereby shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of this Note. To the fullest extent permitted by law, all amounts charged, paid or received hereunder shall be characterized as a fee or an expense and not as interest. In the event any amount is charged, paid or received

hereunder which would result in a payment of interest in excess of the Highest Lawful Rate, such overcharged or overpaid amount may, at Lender's or any subsequent owner's or holder's discretion, be applied as a partial prepayment of principal or refunded to Borrower.

LATE PAYMENT CHARGE. If any required payment is more than 10 days late, then at Lender's option, Lender will assess a late payment charge of 5.000% of the amount of the required payment then past due.

SECURITY. This Note is secured by a security agreement dated December 1st, 2019 between the Borrower, as debtor, and the Lender, as secured party, covering deposit accounts.

RIGHT OF SET-OFF. To the extent permitted by law, Borrower agrees that Lender has the right to set-off any amount due and payable under this Note, whether matured or unmatured, against any amount owing by Lender to Borrower. Such right of set-off may be exercised by Lender against Borrower or against any assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor of Borrower, or against else claiming through or against Borrower or such assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of set-off has not been exercised by Lender prior to the making, filing or issuance or service upon Lender of, or of notice of, assignment for the benefit of creditors, appointment or application for the appointment of a receiver, or issuance of execution, subpoena or order or warrant. Borrower agrees to hold Lender harmless from any claim arising as a result of Lender exercising Lender's right to set-off.

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, mortgages, deeds of trust, deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments and any other documents or agreements executed in connection with this Note whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Note by reference thereto, with the same force and effect as if fully set forth herein.

DEFAULT. Upon the occurrence of any one of the following events (Each, an "Event or Default" or "default" or "event of default"), Lender's obligations, if any, to make any advances will, at Lender's option, immediately terminate and Lender, at its option, may declare all indebtedness of Borrower to Lender under this Note immediately due and payable without further notice of any kind notwithstanding anything to the contrary in this Note or any other agreement: (a) Borrower's failure to make any payment on time in the amount due; (b) any default by Borrower under the terms of this Note or any other Related Documents executed in connection with this Note; (c) any default by Borrower under the terms of any Related Documents in favor of Lender; (d) the dissolution or termination of existence of Borrower or any guarantor; (e) Borrower is not paying Borrower's debts as such debts become due; (f) the commencement of any proceeding under bankruptcy or insolvency laws by or against Borrower or any guarantor or the appointment of a receiver; (g) any default under the terms of any other indebtedness of Borrower to any other creditor; (h) any writ of attachment, garnishment, execution, tax lien or similar instrument is issued against any collateral securing the loan, if any, or any of Borrower's property or any judgment is entered against Borrower or any guarantor; (i) any part of Borrower's business is sold to or merged with any other business, individual, or entity; (j) any representation or warranty made by Borrower to Lender in any of the Related Documents or any financial statement delivered to Lender proves to have been false in any material respect as of the time when made or given; (k) if any guarantor, or any other party to any Related Documents in favor of Lender entered into or delivered in connection with this Note terminates, attempts to terminate or defaults under any such Related Documents in favor of Lender entered into or delivered in connection with this Note terminates, attempts to terminate or defaults under any such Related Documents; (l) Lender has deemed itself insecure or there has been a material adverse change of condition of the financial prospects of Borrower or any collateral securing the obligations owing to Lender by Borrower. Upon the occurrence of an event of default, Lender may pursue any remedy available under any Related Document, at law or in equity.

GENERAL WAIVERS. To the extent permitted by law, the Borrower severally waives any required notice of presentment, demand, acceleration, intent to accelerate, protest and any other notice and defense due to extensions of time or other indulgence by Lender or to any substitution or release of collateral. No failure or delay on the part of Lender, and no course of dealing between Borrower and Lender, shall operate as a waiver of such power or right, nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

JOINT AND SEVERAL LIABILITY. If permitted by law, each Borrower executing this Note is jointly and severally bound.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Note is invalid or prohibited by law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Note without invalidating the remainder of either the affected provision or this Note.

SURVIVAL. The rights and privileges of the Lender hereunder shall inure to the benefit of its successors and assigns, and this Note shall be binding on all heirs, executors, administrators, assigns and successors of Borrower.

ASSIGNABILITY. Lender may assign, pledge or otherwise transfer this Note or any of its rights and powers under this Note without notice, with all or any of the obligations owing to Lender by Borrower, and in such event the assignee shall have the same rights as if originally named herein in place of Lender. Borrower may not assign this Note or any benefit accruing to it hereunder or delegate any of its obligations hereunder without the express written consent of the Lender.

GOVERNING LAW. This Note is governed by the laws of the state of Texas except to the extent that federal law controls. Venue shall be deemed to be proper in Young, County, Texas, being the place of payment on this note and the place at which the contract had its inception and is to be performed.

HEADING AND GENDER. The headings preceding text in this Note are for general convenience in identifying subject matter but have no limiting impact on the text which follows any particular heading. All words used in this Note shall be construed to be of such gender or number as the circumstances require.

ATTORNEYS' FEES AND OTHER COSTS. If legal proceedings are instituted to enforce the terms of this Note, Borrower agrees to pay all costs of the Lender in connection therewith, including reasonable attorney's fees, to the extent permitted by law.

ADDITIONAL PROVISIONS. Federal Small Business Certification. Borrower represents, warrants and certifies, that none of the principals of Borrower or Borrower's affiliates have been convicted of, or pleaded nolo contendere to, any offense covered by 42 U.S.C. sec.16911(7). For purposes of this subsection, the term "principal" means: (a) with respect to a sole proprietorship, the proprietor; (b) with respect to a partnership, each managing partner and each partner who is a natural person and holds twenty percent (20.00%) or more ownership interest in the partnership; and (c) with respect to a corporation, limited liability company, association or development company, each director, each of the five most highly compensated executives or officers of the entity, and each natural person who is direct or indirect holder of twenty percent (20.00%) or more of the ownership stock or stock equivalent of the entity.

The loan proceeds are to fund operation of its nursing homes, including Borrower's inter-governmental transfers for Borrower's participation in the Quality Incentive Payment Program for Nursing Facilities provided for and described in Tex. Admin. Code §353.1301 and §353.1303, Borrower and signers, with proper board of director approval and consent, certify the loan proceeds will be used for this sole purpose, and to the best of their knowledge, they are authorized to borrow this loan for this purpose. Borrower agrees to cause all "QIPP capitation rate components" funds ("QIPP Funds") as defined in Tex. Admin. Code §353.1303(g) to be direct deposited by the Managed Care Organizations described in Tex. Admin. Code §353.1303(b)(6) into the Borrower's Government Receivables Account at Interbank in Graham, Texas. The account number for the Government Receivables Account is 1755271008. Said account shall be subject to a Deposit Account Instruction and Service Agreement ("DAISA") entered between Lender, Interbank, and Borrower that requires all QIPP Funds on deposit to be swept daily into the Borrower's Funding and Disbursement Account, account number 1755470228. The Funding and Disbursement Account shall be subject to a Deposit Account Control Agreement ("DACA") between Lender, Interbank, and Borrower. Except as required in this Agreement, the Borrower agrees to not withdraw any funds defined as "Component 1" funds pursuant to Tex. Admin. Code §353.1303(g)(1) from the Funding and Disbursement Account before maturity of the Note and such funds will be used to make timely payments on this Note

This Note and the Related Documents constitute the complete and final expression of the parties' loan agreement and may not be amended or modified by oral agreement.

No present or future agreement securing any other debt owed to Salt Creek Capital, LLC will secure the payment of this Loan if, with respect to this loan, Borrower fails to fulfill any necessary requirements or limitations of Sections 19(a), 32 or 35 of Regulation Z or if, as a result, this Loan would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007. This Note is governed by the laws of Texas and the United States of America, and to the extent required, by the laws of the jurisdiction where the property securing this Note is located, except to the extent such state laws are preempted by federal law. Borrower agrees to supply Salt Creek Capital, LLC with whatever information it reasonably requests. Salt Creek Capital, LLC will make requests for this information without undue frequency, and will give Borrower reasonable time in which to supply the information. Unless otherwise required by law, any notice will be given by delivering it or mailing it by email or first class mail. Notice to one Borrower will be deemed to be notice to all Borrowers. Borrower will inform Salt

Creek Capital, LLC in writing of any change in my name, address or other application information and agrees to provide Salt Creek Capital, LLC any correct and complete financial statements or other information it requests. Borrower agrees to sign, deliver, and file any additional documents or certifications that Salt Creek Capital, LLC may consider necessary to perfect, continue, and preserve any obligations under the Loan and to confirm Salt Creek Capital, LLC lien status on any Property. Time is of the essence.

By signing this Note, Borrower acknowledges reading, understanding, and agreeing to all its provisions and receipt of a true and complete copy of this Note.

Borrower: Winnie-Stowell Hospital District

By: _____
Name: _____
Title: _____

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Exhibit "A"
Payment Schedule

Winnie-Stowell Loan 16

Compound Period : Monthly

Nominal Annual Rate : 16.800 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/01/2019	5,067,701.53	1		
2 Payment	01/01/2020	70,947.82	9	Monthly	09/01/2020
3 Payment	10/01/2020	5,138,649.37	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	12/01/2019				5,067,701.53
2019 Totals		0.00	0.00	0.00	
1	01/01/2020	70,947.82	70,947.82	0.00	5,067,701.53
2	02/01/2020	70,947.82	70,947.82	0.00	5,067,701.53
3	03/01/2020	70,947.82	70,947.82	0.00	5,067,701.53
4	04/01/2020	70,947.82	70,947.82	0.00	5,067,701.53
5	05/01/2020	70,947.82	70,947.82	0.00	5,067,701.53
6	06/01/2020	70,947.82	70,947.82	0.00	5,067,701.53
7	07/01/2020	70,947.82	70,947.82	0.00	5,067,701.53
8	08/01/2020	70,947.82	70,947.82	0.00	5,067,701.53
9	09/01/2020	70,947.82	70,947.82	0.00	5,067,701.53
10	10/01/2020	5,138,649.37	70,947.84	5,067,701.53	0.00
2020 Totals		5,777,179.75	709,478.22	5,067,701.53	
Grand Totals		5,777,179.75	709,478.22	5,067,701.53	

LOAN 16
SECURITY AGREEMENT FOR
10 MONTH-SHORT TERM COMMERCIAL REVENUE NOTE
December 1st, 2019 –September 30, 2020

Effective as of December 1st, 2019, WINNIE-STOWELL HOSPITAL DISTRICT, a political subdivision of the State of Texas (“Debtor”), whose address is P.O. Box 1997, Winnie, Texas 77665, and SALT CREEK CAPITAL, LLC (“Secured Party”), a Texas limited liability company whose address is P.O. Box 930, 455 Elm Street, Suite 100, Graham, Texas 76540, agree as follows:

ARTICLE 1
LOAN AGREEMENT

Debtor is a Political Subdivision of the State of Texas that was created pursuant to Article IX, Section 9 of the Texas Constitution and Chapter 286 of the Health and Safety Code. Pursuant to Article III, Section 52 of the Texas Constitution, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. Both the Debtor and the Lender understand that neither the State of Texas, the unit, nor any political corporation, subdivision, or agency of the state (i.e., the Debtor) shall be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the state, the unit, or any other political corporation, subdivision, or agency thereof is pledged to the payment of the principal of or the interest on such debt, note, or bonds.

Debtor and Secured Party have agreed that Secured Party will from time to time, in its discretion and on an uncommitted basis, fund a loan or loans to Debtor to fund Debtor’s operation of its nursing homes, including Debtor’s inter-governmental transfers for Debtor’s participation in the Quality Incentive Payment Program for Nursing Facilities provided for and described in Tex. Admin. Code §353.1301 and §353.1303, as amended, each such loan to be evidenced by a promissory note (the “Note”), whether one or more) executed or to be executed by Debtor and made payable to the order of Secured Party. Debtor agrees to cause all “QIPP capitation rate components” funds (“QIPP Funds”) as defined in Tex. Admin. Code §353.1303(g) to be direct deposited by the Managed Care Organizations described in Tex. Admin. Code §353.1303(b)(6) into the Debtor’s Government Receivables Account at Interbank in Graham, Texas. The account number for the Government Receivables Account is 1755271008. Said account shall be subject to a Deposit Account Instruction and Service Agreement (“DAISA”) entered between Secured Party, Interbank, and Debtor that requires all QIPP Funds on deposit to be swept daily into the Debtor’s Funding and Disbursement Account, account number 1755470228. The Funding and Disbursement Account shall be subject to a Deposit Account Control Agreement (“DACA”) between Secured Party, Interbank, and Debtor. The Debtor agrees to not withdraw any funds defined as “Component 1” funds pursuant to Tex. Admin. Code §353.1303(g)(1) from the Funding and Disbursement Account before maturity of the Note.

ARTICLE 2
CREATION OF SECURITY INTEREST

In order to secure the prompt and unconditional payment of the Debt (defined in Section 3.2) and the other obligations of Debtor hereinafter described or referred to, and the performance of the obligations, covenants, agreements and undertakings herein described, and to the extent allowed by the United States Code; Code of Federal Regulations; any rules and regulations promulgated by an agent of the United State of America, including but not limited to, the Center for Medicare and Medicaid Services (“CMS”); Article III, Section 52 of the Texas Constitution; or statutes of the State of Texas, Debtor hereby grants to Secured Party a security interest in and mortgages, assigns, transfers, delivers, pledges, sets over and confirms to Secured Party all of Debtor’s non-Federal, non-Medicaid, or non-Medicare revenues, powers, privileges, rights, titles and interests (including all power of Debtor, if any, to pass greater title than it has itself) of every kind and character now owned or hereafter acquired, created or arising in and to the following:

- (i) Account maintained by the Debtor with InterBank, Graham, Texas, Account Number: 1755470228, for the purpose of serving as the Debtor’s Funding and Disbursement Account.
- (ii) To the extent allowed by the laws of the United States and the State of Texas, all other bank deposit accounts now owned or hereafter established or acquired by Debtor with InterBank, Graham, Texas or any other state bank or national banking association; and
- (iii) all interest on the foregoing; all modifications, extensions and increases of the foregoing; all sums now or at any time hereafter on deposit in the foregoing or represented by the foregoing; all shares, deposits, investments and interest of every kind of Debtor at any time evidenced by any deposit account receipt or certificate relating to the foregoing or issued in connection with the foregoing, and all other related property;

together with all accessions, appurtenances and additions to and substitutions for any of the foregoing and all products and proceeds of any of the foregoing, together with all renewals and replacements of any of the foregoing, all accounts, receivables, accounts receivable, instruments, notes, chattel paper, documents, books, records, contract rights and general intangibles arising in connection with any of the foregoing. All of the property and interests described in this Article are herein collectively called the “Collateral.” The inclusion of proceeds does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not authorized by Secured Party in writing. It is expressly contemplated that additional Collateral may from time to time be pledged to Secured Party as additional security for the Debt (hereinafter defined), and the term “Collateral” as used herein shall be deemed for all purposes hereof to include all such Collateral, together with all other property of the types described above related to the Collateral.

Each capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Loan Agreement.

ARTICLE 3
SECURED INDEBTEDNESS

3.1. This Security Agreement (this “Agreement”) is made to secure Note, (10 Month Day) Short Term Commercial Note signed on December 1st, 2019 by the Debtor with a term ending September 30, 2020, and all of the following present and future debt and obligations including:

- (a) any and all obligations of Debtor, whether absolute or contingent and howsoever and whensoever arising under the Note or any of them;

- (b) any and all obligations of Debtor evidenced by the Note and the any Related Documents (as defined in the Note, to which reference is here made for all purposes);
- (c) all other obligations incurred by Debtor to Secured Party, if any, described or referred to in any other place in this Agreement; and
- (d) any and all sums and the interest which accrues on them as provided in this Agreement which Secured Party may advance or which Debtor may owe Secured Party pursuant to this Agreement on account of Debtor's failure to keep, observe or perform any of Debtor's covenants under this Agreement.

3.2. The term "Debt" means and includes all debt and obligations of Debtor to Secured Party described or referred to in Section 3.1. The Debt includes interest and other obligations accruing or arising on the Debt after (a) commencement of any case under any bankruptcy or similar laws by or against any party comprising Debtor or any other person or entity now or hereafter primarily or secondarily obligated to pay all or any part of the Debt (with such parties comprising Debtor and any such other persons and entities being sometimes hereinafter collectively referred to as "Obligors") or (b) the obligations of any Obligor shall cease to exist by operation of law or for any other reason. The Debt also includes all reasonable attorneys' fees and any other expenses incurred by Secured Party in enforcing this Agreement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

Debtor represents and warrants as follows:

- (a) Debtor is the legal and equitable owner and holder of good and marketable title to the Collateral free of any adverse claim and free of any security interest or encumbrance except only for the security interest granted hereby in the Collateral. Debtor agrees to defend the Collateral and its proceeds against all claims and demands of any person at any time claiming the Collateral, its proceeds or any interest in either. Debtor has not heretofore granted control of the Collateral to any Person other than Secured Party or signed or authorized the filing of any financing statement directly or indirectly affecting the Collateral or any part of it which has not been completely terminated of record, and no such financing statement signed or authorized by Debtor is now on file in any public office.
- (b) Debtor's execution, delivery and performance of this Agreement has been duly authorized by all necessary action under Debtor's organizational documents and otherwise. Debtor's execution, delivery and performance of this Agreement do not and will not require (i) any consent of any other person or entity or (ii) any consent, license, permit, authorization or other approval (including foreign exchange approvals) of any court, arbitrator, administrative agency or other governmental authority, or any notice to, exemption by, any registration, declaration or filing with or the taking of any other action in respect of, any such court, arbitrator, administrative agency or other governmental authority.
- (c) Neither execution or delivery of this Agreement, nor the fulfillment of or compliance with the terms and provisions hereof will (i) violate any constitutional provision, law or rule, or any regulation, order or decree of any governmental authority or the basic organizational documents of Debtor or (ii) conflict with or result in a breach of the terms, conditions or provisions of, or cause a default under, any agreement, instrument, franchise, license or concession to which Debtor is a party or bound.

- (d) Debtor has duly and validly executed, issued and delivered this Agreement. This Agreement is in proper legal form for prompt enforcement and is Debtor's valid and legally binding obligation, enforceable in accordance with its respective terms. Debtor does not have any indebtedness other than indebtedness owing to Secured Party and indebtedness specifically disclosed in writing to Secured Party prior to the date hereof.
- (e) Debtor is now solvent, and no bankruptcy or insolvency proceedings are pending or contemplated by or to Debtor's knowledge against Debtor. Debtor's liabilities and obligations under this Agreement do not and will not render Debtor insolvent, because Debtor's liabilities to exceed Debtor's assets or leave Debtor with too little capital to properly conduct all of its business as now conducted or contemplated to be conducted.
- (f) All of Debtor's books and records with regard to the Collateral are maintained and kept at the address of Debtor set forth in this Agreement.
- (g) The liens and security interests of this Agreement will constitute valid and perfected first and prior liens and security interests on the Collateral, subject to no other liens, security interests or charges whatsoever.
- (h) The Collateral is genuine, free from any restriction on transfer, duly and validly authorized and issued, constituting the valid and legally binding obligation of the issuer or issuers thereof, enforceable in accordance with its terms, and fully paid, and is hereby duly and validly pledged and hypothecated to Secured Party in accordance with law.
- (i) There is no action, suit or proceeding pending or, to the best of Debtor's knowledge, threatened against or affecting Debtor or the Collateral, at law or in equity, or before or by any governmental authority, which might result in any material adverse change in Debtor's business or financial condition or in the Collateral or in Debtor's other property or Debtor's interest in it.
- (j) Debtor is not in default with respect to any order, writ, injunction, decree or demand of any court or other governmental authority, in the payment of any debt for borrowed money or under any agreement or other papers evidencing or securing any such debt.
- (k) Debtor is not a party to any contract or agreement which materially and adversely affects its business, property, assets or financial condition.

ARTICLE 5 COVENANTS

- 5.1. Debtor covenants and agrees with Secured Party as follows:
- (a) Debtor shall furnish to Secured Party such instruments as may be reasonably required by Secured Party to assure Secured Party's control of the Collateral and the transferability of the Collateral when and as often as may be requested by Secured Party.
 - (b) If the validity or priority of this Agreement or of any rights, titles, security interests or other interests created or evidenced hereby shall be attacked, endangered or questioned or if any legal proceedings are instituted with respect thereto, Debtor will give prompt written notice thereof to Secured Party and at Debtor's own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal

proceedings, and Secured Party (whether or not named as a party to legal proceedings with respect thereto) is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Agreement and the rights, titles, security interests and other interests created or evidenced hereby, and all expenses so incurred of every kind and character shall constitute sums advanced pursuant to Section 5.2.

- (c) Debtor will, on request of Secured Party, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Agreement or in any other instrument executed in connection herewith or in the execution or acknowledgment thereof, (ii) execute, acknowledge, deliver and record or file such further instruments (including further security agreements, financing statements and continuation statements) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Agreement and such other instruments and to subject to the security interests hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby including specifically any renewals, additions, substitutions, replacements or appurtenances to the then Collateral, and (iii) execute, acknowledge, deliver, procure and record or file any document or instrument (including specifically any financing statement) deemed advisable by Secured Party to protect the security interest hereunder against the rights or interests of third persons, and Debtor will pay all costs connected with any of the foregoing.
- (d) To the extent not prohibited by applicable law, Debtor will pay all out-of-pocket costs and expenses and reimburse Secured Party for any and all expenditures of every character incurred or expended from time to time in connection with enforcing and realizing upon Secured Party's security interests in and liens on any of the Collateral, and all costs and expenses relating to Secured Party's exercising any of its rights and remedies under this Agreement or at law; provided, that no right or option granted by Debtor to Secured Party or otherwise arising pursuant to any provision of this or any other instrument shall be deemed to impose or admit a duty on Secured Party to supervise, monitor or control any aspect of the character or condition of any of the Collateral or any operations conducted in connection with it for the benefit of Debtor or any other person or entity other than Secured Party. Any amount to be paid under this Section by Debtor to Secured Party shall be a demand obligation owing by Debtor to Secured Party and shall bear interest from the date of expenditure until paid at the highest lawful rate permitted by applicable law (the "Past Due Rate").
- (e) Debtor will not sell, lease, exchange, lend, rent, assign, transfer or otherwise dispose of, or pledge, hypothecate or grant any security interest in, or permit to exist any lien, security interest, charge or encumbrance against, all or any part of the Collateral or any interest therein or permit any of the foregoing to occur or arise or permit title to the Collateral, or any interest therein, to be vested in any other party, in any manner whatsoever, by operation of law or otherwise, without the prior written consent of Secured Party.
- (f) Debtor agrees that as part of this Security Agreement, Debtor will comply with the terms of its Second Amended Transfer Procedures adopted by the Debtor's Board on January 20, 2016, including, but not limited, obtaining written consent of the Secured Party before changing the Procedures.

5.2. If Debtor should fail to comply with any of its agreements, covenants or obligations under this Agreement and such failure continues beyond any applicable notice or cure period afforded herein, then Secured Party (in Debtor's name or in Secured Party's own name) may perform them or cause them to be performed for Debtor's account and at Debtor's expense, but shall have no obligation to perform any of

them or cause them to be performed. Any and all expenses thus incurred or paid by Secured Party shall be Debtor's obligations to Secured Party due and payable on demand, and each shall bear interest from the date Secured Party pays it until the date Debtor repays it to Secured Party, at the Past Due Rate. Upon making any such payment or incurring any such expense, Secured Party shall be fully and automatically subrogated to all of the rights of the person, corporation or body politic receiving such payment. Any amounts owing by Debtor to Secured Party pursuant to this or any other provision of this Agreement shall automatically and without notice be and become a part of the Debt and shall be secured by this and all other instruments securing the Debt.

ARTICLE 6 EVENTS OF DEFAULT

The occurrence of an Event of Default under any Note shall constitute an Event of Default (herein so called) under this Agreement.

ARTICLE 7 REMEDIES IN EVENT OF DEFAULT

7.1. At any time after the occurrence of an Event of Default:

- (a) Secured Party shall have the option of declaring, without notice to any person, all Debt to be immediately due and payable and take possession of such Debt and all accrued and unpaid interest from any accounts on which secured party has perfected a lien;
- (b) Secured Party shall have all the rights of a secured party after default under the Uniform Commercial Code of Texas and in conjunction with, in addition to or in substitution for those rights and remedies:
 - (i) it shall not be necessary that the Collateral or any part thereof be present at the location of any sale pursuant to the provisions of this Article; and
 - (ii) before application of proceeds of disposition of the Collateral to the Debt, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by Secured Party, each Obligor, to the extent applicable, to remain liable for any deficiency; and
 - (iii) the sale by Secured Party of less than the whole of the Collateral shall not exhaust the rights of Secured Party hereunder, and Secured Party is specifically empowered to make successive sale or sales hereunder until the whole of the Collateral shall be sold; and, if the proceeds of such sale of less than the whole of the Collateral shall be less than the aggregate of the Debt, this Agreement and the security interest created hereby shall remain in full force and effect as to the unsold portion of the Collateral just as though no sale had been made; and
 - (iv) in the event any sale hereunder is not completed or is defective in the opinion of Secured Party, such sale shall not exhaust the rights of Secured Party hereunder and Secured Party shall have the right to cause a subsequent sale or sales to be made hereunder; and

- (v) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of any indebtedness or as to the occurrence of any default, or as to Secured Party having declared all of such indebtedness to be due and payable, or as to notice of time, place and terms of sale and the Collateral to be sold having been duly given, as to any other act or thing having been duly done by Secured Party, shall be taken as *prima facie* evidence of the truth of the facts so stated and recited; and
- (vi) Secured Party may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Secured Party, including the sending of notices and the conduct of sale, but in the name and on behalf of Secured Party; and
- (vii) demand of performance, advertisement and presence of property at sale are hereby WAIVED by Debtor and Secured Party is hereby authorized to sell hereunder any evidence of debt it may hold as security for the Debt. All demands and presentments of any kind or nature are expressly WAIVED by Debtor. Debtor WAIVES the right to require Secured Party to pursue any other remedy for the benefit of Debtor and agrees that Secured Party may proceed against any Obligor for the amount of the Debt owed to Secured Party without taking any action against Debtor any other Obligor without selling or otherwise proceeding against or applying any of the Collateral in Secured Party's possession.

7.2. All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other instrument securing the payment of the Debt, or any part thereof, or otherwise benefiting Secured Party, and the resort to any remedy provided for hereunder or under any such other instrument or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

7.3. Secured Party may resort to any security given by this Agreement or to any other security now existing or hereafter given to secure the payment of the Debt, in whole or in part, and in such portions and in such order as may seem best to Secured Party in its sole and absolute discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits or security interests evidenced by this Agreement.

7.4. To the full extent Debtor may do so, Debtor agrees that Debtor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Debtor, for Debtor, Debtor's heirs, devisees, executors, administrators, personal representatives, successors, receivers, trustees and assigns, and for any and all persons ever claiming any interest in the Collateral, to the extent permitted by law, hereby WAIVES and releases all rights of redemption, valuation, appraisal, stay of execution, notice of intention to mature or to declare due the whole of the Debt, notice of election to mature or to declare due the whole of the Debt and all rights to a marshaling of the assets of Debtor, including the Collateral, or to a sale in inverse order of alienation in the event of foreclosure of the security interest hereby created.

ARTICLE 8 ADDITIONAL AGREEMENTS

8.1. Subject to the automatic reinstatement provisions set forth below, upon full payment and performance of the Debt and final termination of all obligations, if any, of Secured Party to fund loans or provide other financial accommodations to or for Debtor, all rights under this Agreement shall terminate and the Collateral shall thereafter become wholly clear of the security interest evidenced hereby, and upon

written request by Debtor such security interest shall be released by Secured Party in due form, at Debtor's cost.

8.2. Secured Party may waive any default without waiving any other prior or subsequent default. Secured Party may remedy any default without waiving the default remedied. The failure by Secured Party to exercise any right, power or remedy upon any default shall not be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Secured Party of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Debtor therefrom shall in any event be effective unless the same shall be in writing and signed by Secured Party and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to nor demand on Debtor in any case shall of itself entitle Debtor to any other or further notice or demand in similar or other circumstances. Acceptance by Secured Party of any payment in an amount less than the amount then due on the Debt shall be deemed an acceptance on account only and shall not in any way affect the existence of a default hereunder.

8.3. Secured Party shall not be required to take any steps necessary to preserve any rights against prior parties to any of the Collateral.

8.4. The security interest and other rights of Secured Party hereunder shall not be impaired by any indulgence, moratorium or release granted by Secured Party, including but not limited to (a) any renewal, extension or modification which Secured Party may grant with respect to the Debt, (b) any surrender, compromise, release, renewal, extension, exchange or substitution which Secured Party may grant in respect of any item of the Collateral, or any part thereof or any interest therein, or (c) any release or indulgence granted to any endorser, guarantor or surety of the Debt.

8.5. Debtor hereby authorizes Secured Party to cause all financing statements and continuation statements relating hereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Secured Party shall reasonably elect and will pay all such recording, filing, re-recording, and refiling taxes, fees and other charges. Debtor also hereby authorizes Secured Party to take such other measures as Secured Party may deem necessary or appropriate to perfect any security interests created hereunder in and to the Collateral.

8.6. In the event the ownership of the Collateral or any part thereof becomes vested in a person other than Debtor, Secured Party may, without notice to Debtor, deal with such successor or successors in interest with reference to this Agreement and to the Debt in the same manner as with Debtor, without in any way vitiating or discharging Debtor's liability hereunder or upon the Debt. No sale of the Collateral, and no forbearance on the part of Secured Party and no extension of the time for the payment of the Debt given by Secured Party shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Debtor hereunder for the payment of the Debt or the liability of any other person hereunder for the payment of the Debt, except as agreed to in writing by Secured Party.

8.7. Any other or additional security taken for the payment of any of the Debt shall not in any manner affect the security given by this Agreement.

8.8. If any part of the Debt cannot be lawfully secured by this Agreement, or if the lien, assignments and security interests of this Agreement cannot be lawfully enforced to pay any part of the Debt, then and

in either such event, at the option of Secured Party, all payments on the Debt shall be deemed to have been first applied against that part of the Debt.

8.9. This Agreement shall not be changed orally but shall be changed only by agreement in writing signed by Debtor and Secured Party. No course of dealing between the parties, no usage of trade and no parole or extrinsic evidence of any nature shall be used to supplement or modify any of the terms or provisions of this Agreement.

8.10. Any notice, request or other communication required or permitted to be given hereunder shall be given in writing by delivering it against receipt for it, by depositing it with an overnight delivery service or by depositing it in a receptacle maintained by the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed to the respective parties at the addresses shown herein (and if so given, shall be deemed given when mailed). Debtor's address for notice may be changed at any time and from time to time, but only after thirty (30) days' advance written notice to Secured Party and shall be the most recent such address furnished in writing by Debtor to Secured Party. Secured Party's address for notice may be changed at any time and from time to time, but only after ten (10) days' advance written notice to Debtor and shall be the most recent such address furnished in writing by Secured Party to Debtor. Actual notice, however and from whomever given or received, shall always be effective when received.

8.11. This Agreement shall be binding upon Debtor, and the heirs, devisees, executors, administrators, personal representatives, trustees, beneficiaries, conservators, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Collateral, and shall benefit Secured Party and its successors and assigns.

8.12. Secured Party is hereby authorized at any time and from time to time after the occurrence of an Event of Default, without notice to any person or entity (and Debtor hereby WAIVES any such notice) to the fullest extent permitted by law, to set-off and apply any and all monies, securities and other properties of Debtor now or in the future in the possession, custody or control of Secured Party, or on deposit with or otherwise owed to Debtor by Secured Party including without limitation the Collateral and all other monies, securities and other properties held in general, special, time, demand, provisional or final accounts or for safekeeping or as collateral or otherwise (but excluding those accounts clearly designated as escrow or trust accounts held by Debtor for others unaffiliated with Debtor) against any and all of Debtor's obligations to Secured Party now or hereafter existing, irrespective of whether Secured Party shall have made any demand therefor.

8.13. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. Each waiver in this Agreement is subject to the overriding and controlling rule that it shall be effective only if and to the extent that (a) it is not prohibited by applicable law and (b) applicable law neither provides for nor allows any material sanctions to be imposed against Secured Party for having bargained for and obtained it.

8.14. The pronouns used in this Agreement are in the masculine and neuter genders but shall be construed as feminine, masculine or neuter as occasion may require. "Secured Party", "Obligor" and "Debtor" as used in this Agreement include the heirs, devisees, executors, administrators, personal representatives, trustees, beneficiaries, conservators, receivers, successors and assigns of those parties.

8.15. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement. Terms used in this Agreement which are defined in the Texas Uniform Commercial Code are used with the meanings as therein defined. Wherever the term “including” or a similar term is used in this Agreement, it shall be read as if it were written “including by way of example only and without in any way limiting the generality of the clause or concept referred to.”

8.16. This Agreement is performable in Young County, Texas, which shall be a proper place of venue for suit on or in respect of this Agreement. Debtor irrevocably agrees that any legal proceeding in respect of this Agreement shall be brought in the district courts of Young County, Texas or the United States District Court for the Northern District of Texas. Nothing herein shall affect the right of Secured Party to commence legal proceedings or otherwise proceed against Debtor in any jurisdiction or to serve process in any manner permitted by applicable law. Debtor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF TEXAS AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT.**

8.17. Debtor agrees that, if at any time all or any part of any payment previously applied by Secured Party to the Debt is or must be returned by Secured Party or recovered from Secured Party for any reason (including the order of any bankruptcy court), this Agreement shall automatically be reinstated to the same effect, as if the prior application had not been made, and, in addition, Debtor hereby agrees to indemnify Secured Party against, and to save and hold Secured Party harmless from any required return by Secured Party or recovery from Secured Party of any such payments because of its being deemed preferential under applicable bankruptcy, receivership or insolvency laws, or for any other reason.

8.18. This Agreement embodies the entire agreement and understanding between Secured Party and Debtor with respect to their subject matter and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. Debtor acknowledges and agrees there is no oral agreement between Debtor and Secured Party which has not been incorporated in this Agreement.

8.19. Provided no default or Event of Default is continuing, cash on deposit comprising the Collateral may be requested by Debtor to pay for customary operating expenses of the Project incurred by Debtor after the date the Evidence of Completion has been delivered to Lender. Such requests shall be accompanied by bills or invoices setting forth in reasonable detail the basis for the expense, the name of the payee, and all relevant payment information.

NOTICE PURSUANT TO TEX. BUS. & COMM. CODE 26.02

THIS AGREEMENT, THE LOAN AGREEMENT AND ANY OTHER RELATED CREDIT DOCUMENTS TOGETHER CONSTITUTE A WRITTEN AGREEMENT AND REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

DEBTOR:

WINNIE-STOWELL HOSPITAL DISTRICT

By: _____

Name: Edward Murrell

Title: President, Winnie Stowell Hospital District

SECURED PARTY:

SALT CREEK CAPITAL, LLC

By: _____

Name: Alfred G. Allen, III

Title: President

Loan 16
Blocked Account Control
Agreement (“Shifting Control”)
December 1st, 2019 – September 30th, 2020

AGREEMENT dated as of	December 1 st	2019,	by and among	WINNIE-STOWELL HOSPITAL DISTRICT	(the “District”),
SALT CREEK CAPITAL, LLC			(the “Lender”)	and INTERBANK	(the “Depository”).
The parties hereto refer to Account No.	1755470228	in the name of District maintained at Depository (the “Account”)			
and hereby agree as follows:					

- District and Lender notify Depository that by separate agreement District has granted Lender a security interest, attached hereto as **Exhibit A**, in the Account and all funds on deposit from time to time therein. Depository acknowledges being so notified.
- The purpose of this Agreement is to perfect a lien against the District’s Texnet Account at Interbank in Graham, Texas, Account No. 1755470228, in the event the District defaults on the attached (10 Month) Short Term Commercial Note No. 16 signed on December 1st, 2019 by the District. (See **Exhibit B**)

Prior to the Effective Time (as defined below) Depository shall honor all withdrawal, payment, transfer or other fund disposition or other instructions which the District is entitled to give under the Account Documentation (as hereinafter defined) (collectively, “instructions”) received from the District (but not those from Lender) concerning the Account. On and after the Effective Time (and without District’s consent), Depository shall honor all instructions received from Lender (but not those from District) concerning the Account and District shall have no right or ability to access or withdraw or transfer funds from the Account.

For the purposes hereof, the “Effective Time” shall be the opening of business on the business day next succeeding the business day on which a notice purporting to be signed by Lender in substantially the same form as **Exhibit C**, attached hereto, with a copy of this Agreement attached thereto (a “Shifting Control Notice”), is actually received by Depository; provided that if any such notice is so received after 2:00 PM, Central time, on any business day, the “Effective Time” shall be the opening of business on the second business day next succeeding the business day on which such receipt occurs; and provided further, that a “business day” is any day other than a Saturday, Sunday or other day on which Depository is authorized or required by law to be closed.

Notwithstanding the foregoing: (i) all transactions involving or resulting in a transaction involving the Account duly commenced by Depository or any affiliate prior to the Effective Time and so consummated or processed thereafter shall be deemed not to constitute a violation of this Agreement; and (ii) Depository and/or any affiliate may (at its discretion and without any obligation to do so) (x) cease honoring District’s instructions and/or commence honoring solely Lender’s instructions concerning the Account at any time or from time to time after it becomes aware that Lender has sent to it a Shifting Control Notice but prior to the Effective Time therefor (including without limitation halting, reversing or redirecting any transaction referred to in clause (i) above), or (y) deem a Shifting Control Notice to be received by it for purposes of the foregoing paragraph prior to the specified unit’s actual receipt if otherwise actually received by Depository (or if such Shifting Control Notice does not comply with the form attached hereto as **Exhibit C** or does not attach an appropriate copy of this Agreement), with no liability whatsoever to District or any other party for doing so.

- This Agreement supplements, rather than replaces, Depository’s deposit account agreement, terms and conditions and other standard documentation in effect from time to time with respect to the Account or services provided in connection with the Account (the “Account Documentation”), which Account Documentation will continue to apply to the Account and such services, and the respective rights, powers, duties, obligations, liabilities and responsibilities of the parties thereto and hereto, to the extent not expressly conflicting with the provisions of this Agreement (however, in the event of any such conflict, the provisions of this Agreement shall control). Prior to issuing any instructions on or after the Effective Time, Lender shall provide Depository with such documentation as Depository may reasonably request to establish the identity and authority of the individuals issuing instructions on behalf of Lender. Lender may request the Depository to provide other services (such as automatic daily transfers) with respect to the Account on or after the Effective Time; however, if such services are not authorized or otherwise covered under the Account Documentation, Depository’s decision to provide any such services shall be made in its sole discretion (including without limitation being subject to District and/or Lender executing such Account Documentation or other documentation as Depository may require in connection therewith).
- Depository agrees not to exercise or claim any right of offset, banker’s lien or other like right against the Account for so long as this Agreement is in effect except with respect to (i) returned or charged-back items, reversals or cancellations of payment orders and other electronic fund transfers or other corrections or adjustments to the Account or transactions therein, (ii) overdrafts in the Account or (iii) Depository’s charges, fees and expenses with respect to the Account or the services provided hereunder.
- Notwithstanding anything to the contrary in this Agreement: (i) Depository shall have only the duties and responsibilities with respect to the matters set forth herein as is expressly set forth in writing herein and shall not be deemed to be an agent, bailee or fiduciary for any party hereto; (ii) Depository shall be fully protected in acting or refraining from acting in good faith without investigation on any notice (including without limitation a Shifting Control Notice), instruction or request purportedly furnished to it by District or Lender in accordance with the terms hereof, in which case the parties hereto agree that Depository has no duty to make any further inquiry whatsoever; (iii) it is hereby acknowledged and agreed that Depository has no knowledge of (and is not required to know) the terms and provisions of the separate agreement referred to in paragraph 1 above or any other related documentation or whether any actions by Lender (including without limitation the sending of a Shifting Control Notice), District or any other person or entity are permitted or a breach thereunder or consistent or inconsistent therewith, (iv) Depository shall not be liable to any party hereto or any other person for any action or failure to act under or in connection with this Agreement except to the extent such conduct constitutes its own willful misconduct or gross negligence (and to the maximum extent permitted by law, shall under no circumstances be liable for any incidental, indirect, special,

consequential or punitive damages); and (v) Depository shall not be liable for losses or delays caused by force majeure, interruption or malfunction of computer, transmission or communications facilities, labor difficulties, court order or decree, the commencement of bankruptcy or other similar proceedings or other matters beyond Depository's reasonable control.

6. District hereby agrees to indemnify, defend and save harmless Depository against any loss, liability or expense, including reasonable fees and disbursements of counsel (collectively, "Covered Items"), incurred in connection with this Agreement or the Account (except to the extent due to Depository's willful misconduct or gross negligence) or any interpleader proceeding relating thereto or incurred as a result of following District's direction or instruction. Lender hereby agrees to indemnify, defend and save harmless Depository against any Covered Items incurred (i) on or after the Effective Time in connection with this Agreement or the Account (except to the extent due to Depository's willful misconduct or gross negligence) or any interpleader proceeding related thereto, (ii) as a result of following Lender's direction or instruction (including without limitation Depository's honoring of a Shifting Control Notice) or (iii) due to any claim by Lender of an interest in the Account or the funds on deposit therein.
7. Depository may terminate this Agreement (i) in its discretion upon the sending of at least thirty (30) days' advance written notice to the other parties hereto or (ii) because of a material breach by District or Lender of any of the terms of this Agreement or the Account Documentation, upon the sending of at least five (5) days advance written notice to the other parties hereto. Lender may terminate this Agreement in its discretion upon the sending of at least three (3) days advance written notice to the other parties hereto, provided that Depository may shorten or waive the requirement that Lender's notice be in advance and any such shortening or waiver shall be binding on all parties. Any other termination or any amendment or waiver of this Agreement shall be effected solely by an instrument in writing executed by all the parties hereto. The provisions of paragraphs 5 and 6 above shall survive any such termination.
8. District shall compensate Depository for the opening and administration of the Account and services provided hereunder in accordance with Depository's fee schedules from time to time in effect. Payment will be effected by a direct debit to the Account.
9. This Agreement: (i) may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument; (ii) shall become effective when counterparts hereof have been signed by the parties hereto; and (iii) **shall be governed by and construed in accordance with the laws of the State of Texas.** All notices under this Agreement shall be in writing and sent (including via emailed pdf or similar file or facsimile transmission) to the parties hereto at their respective addresses, email addresses or fax numbers set forth below (or to such other address, email address or fax number as any such party shall designate in writing to the other parties from time to time).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

WINNIE-STOWELL HOSPITAL DISTRICT				SALT CREEK CAPITAL, LLC			
By:		Date:		By:		Date:	
Name:		Edward Murrell		Name:		Alfred G. Allen, III	
Title:		President		Title:		Manager	
Address for Notices:		P.O. Box 1997, 538 Broadway Winnie, Texas 77665		Address for Notices:		P.O. Box 930, 455 Elm Street, Suite 100 Graham, Texas 76540	
Fax No.:		(409) 296-6326		Fax No.:		(940) 549-5691	
Email Address:		Murrelledward@yahoo.Com		Email Address:		aga@turnerandallen.com	
INTERBANK							
By:		Date:					
Name:		Harold Wilbanks					
Title:		Sr. Vice President					
Address for other Notices: InterBank 455 Elm Street Graham, Texas 76450 Attention: <u>Harold Wilbanks</u> Email: <u>harold.wilbanks@interbankus.com</u> Fax No.: _____				Address for Shifting Control and Termination Notices: InterBank 455 Elm Street Graham, Texas 76450 Attention: <u>Harold Wilbanks</u> Email: <u>harold.wilbanks@interbankus.com</u> Fax No.: _____			

Exhibit A

Exhibit B

Exhibit C

SHIFTING CONTROL NOTICE

InterBank
455 Elm Street
Graham, Texas 76450
Attention: Harold Wilbanks
Email: harold.wilbanks@interbankus.com
Fax No.: _____

Re: Blocked Account Control Agreement dated as of December 1st 2019, (the "Agreement") by and among
Winnie-Stowell Hospital District ("Debtor"), SALT CREEK Capital, LLC ("Secured Party") and InterBank
relating to Account(s) 1755271008

Ladies and Gentlemen:

This constitutes a Shifting Control Notice as referred to in paragraph 2 of the Agreement, a copy of which is attached hereto.

SALT CREEK CAPITAL, LLC			
By:		Date:	
Name:	Alfred G. Allen, III		
Title:	Manager		