

# Exhibit “A”

## Hubert Oxford IV

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

Gloria and Wade,

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

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

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

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

Sincerely,

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

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

**I. MISSION STATEMENT:-**

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

**II. PURPOSE:-**

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

**III. POLICY:**

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

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

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

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

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

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

#### IV. PROGRAM RESTRICTIONS AND PROHIBITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. "Disqualified Persons" are:

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

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

7. Specified Low Income Medicare Beneficiary (SLMB);

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

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

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

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

1. A natural born citizen

2. A naturalized citizen; ~~or~~

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

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

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

~~a.~~

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

~~b.~~

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

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

E.C. Residence Eligibility

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

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

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

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

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

5-6. A person cannot qualify for benefits set forth in Chapter 61 of the Texas Health and Human Resources Code from more than one hospital district or county simultaneously;  
or

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

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

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

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



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

F. D. — “Household”:

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

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

H.G. Financial Eligibility:

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

**VI. INCOME**

A. General Principles

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

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

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

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

## B. Types of Income

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

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

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

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

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

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

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

iii. No landlord/tenant relationship exists.

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Dividends and Royalties (Count):

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

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

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

10. Foster Care Payments (Exempt): Exempt.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Types of self-employment include:

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

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

iii. Farm income; and

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

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

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

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

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

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

b. Income is not terminated if:

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

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

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

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

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

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

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

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

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

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

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

30. VA Payments (Count & Exempt):

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



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

31. Vendor Payments (Exempt & Count):

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

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

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

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

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

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

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

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

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

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

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

a. Americorp,

b. Child Nutrition Act of 1966,

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

d. Foster Grandparents,

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

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

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

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

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

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

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

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

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

4. Earned income, including the following items:

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

5. Allowable deductions

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

F. Budgeting Income

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

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

## VII. RESOURCES

### A. General Principles

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

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

5. Resource Restrictions:

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

B. Types of Resources:

1. Alien Sponsor's Resources (Count):

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

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

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

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

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

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

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

9. Income - Producing Property (Exempt):

a. Exempt property that:

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

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

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

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

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

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

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

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

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

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

#### 15. Lump-Sum Payments

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

#### 16. Personal Possessions (Exempt)

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

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



## 18. Reimbursement (Exempt/Count)

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

## 19. Retirement Accounts

### a. Types of Accounts:

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

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

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

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

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

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

21. Vehicles (Exempt/Count):

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

Examples listed below:

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

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

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

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

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

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

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

i. How To Determine Fair Market Value of Vehicles

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

C. Penalty for Transferring Resources

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

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

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

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

## VIII.EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~3-4.~~ Medical screening services include blood pressure, blood sugar, and cholesterol screening.

~~4-5.~~ Laboratory and x-ray services ordered and provided under the personal supervision of a physician in a setting other than a hospital (inpatient or outpatient).

~~5-6.~~ Family planning services or preventive health care services that assist an individual in controlling fertility and achieving optimal reproductive and general health.

~~6-7.~~ Medically necessary Skilled Nursing Facility (SNF) services ordered by a physician, and provided in a SNF that provides daily services on an inpatient basis.

~~7-8.~~ Prescriptions. This service includes up to three prescription drugs per month. New and refilled prescriptions count equally toward this three (3) prescription drugs per month total. Drugs must be prescribed by a physician or other practitioner within the scope of practice under law.

~~8-9.~~ Rural Health Clinic services must be provided in a freestanding or hospital-based rural health clinic by a physician, a physician assistant, an advanced practice nurse, or a visiting nurse.

~~9-10.~~ Medically necessary inpatient hospital services provided in an acute care hospital to hospital inpatients, by or under the direction of a physician, and for the care and treatment of patients.

~~10-11.~~ Medically necessary outpatient hospital services must be and provided in an acute care hospital to hospital outpatients, by or under the direction of a physician, and must be diagnostic, therapeutic, or rehabilitative. Outpatient hospital services include hospital-based ambulatory surgical center (HASC) services.

~~11-12.~~ Winnie-Stowell Hospital District ICAP shall provide for prescription medications purchased from contract providers within the boundaries of the WSDH (See ~~VIII~~ XI(D-) Prescription Drug Information).

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

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

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

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

~~B. Service Restrictions:~~

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

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



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

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

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

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

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

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

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

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

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

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

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

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

appointment will result in denial of assistance.

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

1. Examples of changes that require reporting are:

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

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

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

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

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

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

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

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

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

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

## V.XI. MAXIMUM HOSPITAL DISTRICT LIABILITY

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

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

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

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

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

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

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

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

practice under law.

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

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

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

## XII. APPEALS PROCESS FOR DENIAL OF ICAP BENEFITS

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

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

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

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

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

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

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

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

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

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

### XIII. MANDATED PROVIDER INFORMATION:

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

- A. Continuity of Care: It is the intent of the WSHD to assure continuity of care is received by the patients who are on enrolled in the ICAP. For this purpose, mandated provider relationships have been established and maintained for the best interest of the patients' health status. The client/patient has the network of mandated providers explained to them and signs a document to this understanding at the time of eligibility processing in the WSHD Office. Additionally, they demonstrate understanding in a like fashion that failure to use mandated providers, unless otherwise authorized, will result in them bearing independent financial responsibility for their actions.
- B. Prior Approval: A Non-Mandated Provider must obtain approval from the WSHD's Indigent Care Director before providing health care services to an active ICAP client. Failure to obtain prior approval or failure to comply with the notification requirements below will result in rejection of financial reimbursement for services provided.
- C. Mandatory Notification Requirements:
1. "Non-Mandated Providers" are all healthcare providers that do not satisfy the criteria set forth in Section V(C)(1) of this policy.
  2. The Non-Mandated Provider shall attempt to determine if the patient resides within WSHD's service area when the patient first receives services if not beforehand as the patient's condition may dictate.
  3. The provider, the patient, and the patient's family shall cooperate with the WSHD in determining if the patient is an active client in the ICAP of the WSHD for healthcare services.
  4. Each individual provider is independently responsible for their own notification on each case as it presents.
  5. If a Non-Mandated Provider delivers emergency or non-emergency services to an ICAP participant who the provider suspects might be an active client in the ICAP the District, the provider shall notify the District's Indigent Care Director that services have been or will be provided to the patient. The notice shall be made:
    - a. By telephone not later than the 72nd hour after the provider determines that the patient resides in the District's service area and is suspect of being an active client on the District ICAP; and
    - b. By mail postmarked no later than the fifth (5th) working day after the date on which



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

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

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

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

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

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

H. Service Delivery Dispute Resolution

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

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

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

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

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

#### 4. First Appeal Level

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

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

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

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

## 6. Second Appeal Level

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

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

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

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

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

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

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

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

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

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



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

## Authorization for Background Checks

<u>Applicant (Print Name)</u>	<u>Social Security Number</u>	<u>Date of Birth</u> / /
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<u>Spouse (Print Name)</u>	<u>Social Security Number</u>	<u>Date of Birth</u> / /
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I hereby give permission to the Winnie Stowell Hospital District to obtain a background check from the Texas Workforce Commission, Department of Motor Vehicles Registration, Credit Bureau, LexisNexis, Accurant and any other sources that may need to be contacted to determine my eligibility for the Indigent Care Assistance Program

<u>Applicant Signature</u>	<u>Date</u>
----------------------------	-------------

<u>Spouse Signature</u>	<u>Date</u>
-------------------------	-------------

Subscribed and sworn to (affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(Day) (Month) (Year)

at \_\_\_\_\_, Notary Public in and for the State of Texas.  
(Place of Notary)

My commission expires on \_\_\_\_\_.  
(MM/DD/YY)

Notary Signature



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

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

#### **Applicant Name:**

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

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

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

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

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

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

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

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

---

**Applicant Signature**

**Date**



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. YOUR RIGHTS**

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

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

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

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

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

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

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

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

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

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

### **3. COMPLAINTS**

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

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

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

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

**U.S. Dept. of Health & Human Services, Office for Civil Rights**

Medical Privacy, Complaint Division 200 Independence Avenue, SW HHH

Building, Room 509H Washington, D.C. 20201

Phone: 866-627-7748 , TTY: 886-788-4989

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Applicant Signature

Date

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

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

### Definition

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

A. Procedure Program Guide:

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

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

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

D. Application: [https://www.dshs.state.tx.us/CIHCP/Program\\_Handbook/Revision\\_04-4/Forms\\_04-4/Formspg\\_04-4.shtm](https://www.dshs.state.tx.us/CIHCP/Program_Handbook/Revision_04-4/Forms_04-4/Formspg_04-4.shtm)

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

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

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

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

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

### **Consequence of Fraud**

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

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

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Applicant Signature

Date



# Exhibit “B”

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

	May 31, 19
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
100 Prosperity Bank -Checking	4,312.22
101 Prosperity Bank - new	402,841.94
102 Prosperity Bank - CD#0447	106,930.21
104 Post Oak Bank - CD#9053	2,733,749.99
105 TexStar	679,062.27
107 Graham InterBank combined	
107.01a GIB 1008 DAISA	-0.20
107.01b GIB 0228 DACA	250,000.00
107.01c GIB Collateral Funds	10,028,039.84
<b>Total 107 Graham InterBank combined</b>	<b>10,278,039.64</b>
108 Post Oak NHs Combined	2,502,435.09
<b>Total Checking/Savings</b>	<b>16,707,371.36</b>
<b>Other Current Assets</b>	
110 Sales Tax Receivable	116,206.43
114 Accounts Receivable NH	21,121,021.27
117 NH - QIPP Prog Receivable	
117.02 NH QIPP 2	3,089,295.93
117 NH - QIPP Prog Receivable - O...	1,944,722.56
<b>Total 117 NH - QIPP Prog Receivable</b>	<b>5,034,018.49</b>
118 Prepaid Expense	3,775.00
119 Prepaid IGT	3,171,218.10
<b>Total Other Current Assets</b>	<b>29,446,239.29</b>
<b>Total Current Assets</b>	<b>46,153,610.65</b>
<b>Fixed Assets</b>	
120 Equipment	140,654.96
125 Accumulated Depreciation	-113,810.64
<b>Total Fixed Assets</b>	<b>26,844.32</b>
<b>TOTAL ASSETS</b>	<b>46,180,454.97</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
190 NH Payables Combined	2,502,252.05
201 NHP Accounts Payable	2,195,064.90
201.1 NH Payable - LTC	136,820.00
210.14 Loan Payable #14 QIPP 2	4,342,432.85
210.14 Loan Payable #15 QIPP 2	7,113,077.80
210.50 Loan Post Oak #3 QIPP 2	2,000,000.00
225 FUTA Tax Payable	112.00
230 SUTA Tax Payable	251.31
235 Payroll Liabilities	2,638.65
240 Accounts Payable NH	19,342,663.01
<b>Total Other Current Liabilities</b>	<b>37,635,312.57</b>
<b>Total Current Liabilities</b>	<b>37,635,312.57</b>
<b>Total Liabilities</b>	<b>37,635,312.57</b>

9:47 AM

# Winnie-Stowell Hospital District

06/19/19

## Balance Sheet

Accrual Basis

As of May 31, 2019

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	<u>May 31, 19</u>
<b>Equity</b>	
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	568,550.17
	<hr/>
<b>Total Equity</b>	<b>8,545,142.40</b>
	<hr/>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>46,180,454.97</b>
	<hr/> <hr/>

**Winnie-Stowell Hospital District**  
**Profit & Loss Budget vs. Actual**  
**As of May 31, 2019**

Accrual Basis

	Jan - May 19	Budget	\$ Over Bud...	% of Budget
<b>Income</b>				
400 Sales Tax Revenue	224,153.95	500,000.00	-275,846.05	44.8%
405 Investment Income	9,756.48	10,000.00	-243.52	97.6%
409 Tobacco Settlement	9,838.50	11,500.00	-1,661.50	85.6%
415 Nursing Home - QIPP Progr...	10,049,880.00	23,350,738.00	-13,300,858.00	43.0%
<b>Total Income</b>	<b>10,293,628.93</b>	<b>23,872,238.00</b>	<b>-13,578,609.07</b>	<b>43.1%</b>
<b>Expense</b>				
500 Admin-Administrative Salary	27,230.82	52,000.00	-24,769.18	52.4%
504 Admin-Administrators PR Tax	2,117.07	4,500.00	-2,382.93	47.0%
505 Admin-Board Bonds	50.00	250.00	-200.00	20.0%
515 Admin-Bank Service Charges	156.15	360.00	-203.85	43.4%
521 Professional Fees - Acctng	8,812.50	15,000.00	-6,187.50	58.8%
522 Professional Fees-Auditing	24,123.70	25,000.00	-876.30	96.5%
523 Professional Fees - Legal	5,000.00	65,000.00	-60,000.00	7.7%
550 Admin-D&O / Liability Ins.	442.00	15,000.00	-14,558.00	2.9%
560 Admin-Cont Ed, Travel	0.00	9,100.00	-9,100.00	0.0%
561 Admin-Cont Ed-Medical Pers.	750.76	8,500.00	-7,749.24	8.8%
562 Admin-Travel&Mileage Rei...	1,238.88	600.00	638.88	206.5%
569 Admin-Meals	0.00	2,500.00	-2,500.00	0.0%
570 Admin-District/County Prom	0.00	5,000.00	-5,000.00	0.0%
571 Admin-Office Supplies/Post	2,634.34	6,800.00	-4,165.66	38.7%
572 Admin-Web Site	835.00	1,500.00	-665.00	55.7%
573 Admin-Copier Lease/Contract	1,015.69	1,800.00	-784.31	56.4%
575 Admin-Cell Phone Reimburse	750.00	1,800.00	-1,050.00	41.7%
576 Admin-Telephone/Internet	808.24	2,000.00	-1,191.76	40.4%
590 Admin-Election Cost	3,137.09	1,600.00	1,537.09	196.1%
591 Admin-Notices & Fees	1,651.93	500.00	1,151.93	330.4%
600 East Chambers ISD Partner...	75,000.00	180,000.00	-105,000.00	41.7%
602 IC-WCH 1115 Waiver Prog	0.00	1,000,000.00	-1,000,000.00	0.0%
603a IC-Pharmaceutical Costs	39,282.76	85,000.00	-45,717.24	46.2%
604 IC-Non Hosp Cost-Other	0.00	10,000.00	-10,000.00	0.0%
604 IC-Non Hosp Costs UTMB	37,478.49	180,000.00	-142,521.51	20.8%
605 IC-Office Supplies/Postage	202.38	1,200.00	-997.62	16.9%
611 IC-Indigent Care Dir Salary	10,931.25	27,000.00	-16,068.75	40.5%
612 IC-Payroll Taxes -Ind Care	130.38	2,400.00	-2,269.62	5.4%
615 IC-Software	5,445.00	12,708.00	-7,263.00	42.8%
616 IC-Travel	114.66	550.00	-435.34	20.8%
617 IC -Youth Counseling	0.00	10,000.00	-10,000.00	0.0%
629 - Property Acquisition	0.00	100,000.00	-100,000.00	0.0%
630 NH Program-Mgt Fees	2,512,751.45	5,450,264.00	-2,937,512.55	46.1%
631 NH Program-IGT	5,448,278.00	12,450,207.00	-7,001,929.00	43.8%
633 NH Program-Acctg Fees	0.00	43,000.00	-43,000.00	0.0%
634 NH Program-Legal Fees	87,375.25	150,000.00	-62,624.75	58.3%
635 NH Program-LTC Fees	684,020.00	1,641,600.00	-957,580.00	41.7%
637 NH Program-Interest Expense	743,293.87	1,515,607.00	-772,313.13	49.0%
638 NH Program-Bank Fees & M...	21.10			
653 Service Fee	0.00	100.00	-100.00	0.0%
<b>Total Expense</b>	<b>9,725,078.76</b>	<b>23,078,446.00</b>	<b>-13,353,367.24</b>	<b>42.1%</b>
<b>Net Income</b>	<b>568,550.17</b>	<b>793,792.00</b>	<b>-225,241.83</b>	<b>71.6%</b>

# WSHD Treasurer's Report and Supporting Documents

Reporting Date: Wednesday, June 19, 2019

Pending Expenses	For	Amount	Funds Summary	Totals
Brookshire Brothers	Indigent Care	\$9,369.89	Prosperity Operating	\$792,320.28
Brookshire Brothers-Winnie	Indigent Care Medicare	\$20.40	Interbank (Restricted-Comp. 1 and Prepaid Int.)	\$2,800,320.62
Wilcox Pharmacy	Indigent Care	\$1,683.10	Interbank (Unrestricted)	\$100.00
UTMB at Galveston	Indigent Care	\$32,446.30	Prosperity CD	\$106,930.21
UTMB Faculty Group	Indigent Care	\$6,547.50	TexStar	\$679,062.27
Indigent Healthcare Solutions	IC Inv #68031	\$1,109.00	Allegiance Bank LOC (Available)	\$700,000.00
American Education Services	S Stern-Student Loan	\$150.14	Net Cash Position (less Interbank)	\$2,278,412.76
Function 4-Contract	Invs # 704791/711072	\$99.17	Pending Expenses	(\$83,086.50)
Benckenstein & Oxford	Inv #49298	\$18,100.00	Ending Balance	<b>\$2,195,326.26</b>
			<b>Last Month</b>	
Hubert Oxford	1/2 Legal Retainer	\$500.00	Prosperity Operating	\$450,383.34
Josh Heinz	1/2 Legal Retainer	\$500.00	Interbank-restricted	\$1,302,958.67
David Sticker	Inv #21261	\$2,375.00	Interbank-unrestricted	\$862,556.87
Philadelphia Insurance Companies	D&O Ins Policy Renewal	\$10,034.00	Prosperity CD	\$106,475.86
Prosperity Bank	Credit Card (ACH)	\$152.00	TexStar	\$677,678.15
			Allegiance Bank LOC (Available)	\$700,000.00
			Net Cash Position (less Interbank)	\$2,797,094.22
			Pending Expenses	(\$37,911.14)
			Ending Balance	<b>\$2,759,183.08</b>
<b>Total Pending Expenses</b>		<b>\$83,086.50</b>		

## Transactions Since Last Meeting

Date	To	For	Amount
6/14/2019	Interbank-DACA	Interest Reserves for Loan 14	\$497,915.45
5/31/2019	Salt Creek Capital	Loan 14-Int (Month 7 of 10)	(\$60,794.06)
6/7/2019	Allegiance Bank	LOC Interest	(\$6,027.78)
<b>Total Transactions Since Last Meeting</b>			<b>\$423,121.39</b>

## Upcoming Transactions

6/30/2019	Salt Creek Capital	Loan 14-Interest (Month 8/10)	(\$60,794.06)
6/30/2019	Salt Creek Capital	Loan 15-Interest (Month 1/10)	(\$99,583.09)
7/7/2019	Allegiance Bank	LOC Interest	(\$5,833.33)

### Outstanding Short Term Revenue Note

<b>Loan 14-Principle</b>	\$4,342,432.85				
<b>Interest</b>	16.80%				
<b>Fund Received</b>	11/29/2018				
	<b>Date</b>	<b>Balance</b>	<b>Interest</b>	<b>Principal Rcvd.</b>	<b>Payment</b>
1	1/2/2019	\$4,342,432.85	\$60,794.06	\$0.00	\$60,794.06
2	1/31/2019	\$4,342,432.85	\$60,794.06	\$0.00	\$60,794.06
3	2/28/2019	\$4,342,432.85	\$60,794.06	\$0.00	\$60,794.06
4	3/31/2019	\$4,342,432.85	\$60,794.06	\$0.00	\$60,794.06
5	4/30/2019	\$4,342,432.85	\$60,794.06	\$932,644.54	\$993,438.60
6	5/31/2019	\$4,342,432.85	\$60,794.06		\$60,794.06
7	6/30/2019	\$4,342,432.85	\$0.00		\$0.00
8	7/31/2019	\$4,342,432.85	\$0.00		\$0.00
Reserve	8/22/2019-8/31/2019	\$4,342,432.85	\$0.00	\$330,776.36	\$330,776.36
9	8/31/2019	\$4,342,432.85	\$0.00		\$0.00
10	9/30/2019	\$4,342,432.85	\$0.00		\$0.00
<b>Amount Paid</b>	9/30/2019	\$0.00	\$364,764.36	\$1,263,420.90	\$1,628,185.26
<b>Amount Due: Sept. 30, 2019</b>			<b>\$607,940.60</b>	<b>\$4,342,432.85</b>	<b>\$4,950,373.45</b>
<b>Amount Remaining</b>			<b>\$243,176.24</b>	<b>\$3,079,011.95</b>	<b>\$3,322,188.19</b>

### Outstanding Short Term Revenue Note

<b>Loan 15-Principle</b>	\$7,208,956.42				
<b>Interest</b>	16.80%	<b>10 Months: \$1,009,253.89</b>		<b>Set Aside: \$504,626.95</b>	
<b>Fund Received</b>	5/29/2019				
	<b>Date</b>	<b>Balance</b>	<b>Interest</b>	<b>Principal Rcvd.</b>	<b>Payment</b>
1	6/29/2019	\$7,208,956.42	\$99,583.09	\$0.00	\$99,583.09
2	7/29/2019	\$7,208,956.42	\$99,583.09	\$0.00	\$99,583.09
3	8/29/2019	\$7,208,956.42	\$99,583.09	\$0.00	\$99,583.09
4	9/29/2019	\$7,208,956.42	\$99,583.09	\$0.00	\$99,583.09
5	10/29/2019	\$7,208,956.42	\$99,583.09	\$1,083,931.42	\$1,183,514.51
6	11/29/2019	\$7,208,956.42	\$99,583.09	\$1,090,704.44	\$1,190,287.53
7	12/29/2019	\$7,208,956.42	\$99,583.09	\$1,222,224.71	\$1,321,807.80
8	1/29/2020	\$7,208,956.42	\$99,583.09	\$1,231,424.35	\$1,331,007.44
Reserve	2/29/2020	\$7,208,956.42	\$0.00	\$181,038.27	\$181,038.27
9	2/28/2020	\$7,208,956.42	\$99,583.09	\$1,202,095.44	\$1,301,678.53
10	3/29/2020	\$7,208,956.42	\$99,583.09	\$1,197,537.79	\$1,297,120.88
<b>Amount Paid</b>	3/29/2020	\$0.00	<b>\$995,830.90</b>	<b>\$7,208,956.42</b>	<b>\$8,204,787.32</b>
<b>Amount Due: March 29, 2020</b>			<b>\$995,830.90</b>	<b>\$7,208,956.42</b>	<b>\$8,204,787.32</b>
<b>Amount Remaining</b>				<b>\$0.00</b>	<b>\$0.00</b>

### Allegiance Bank Line of Credit

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

**District's Investments**

	Amount	Percentage	From	To	Interest
*CD at Allegiance Bank C.D. #9503	\$2,733,749.99	1.50%	5/1/2019	5/31/2019	\$33,749.99
CD at Prosperity (Qtr.) C.D. #0447	\$106,930.21	0.75%	5/1/2019	5/31/2019	Paid in Feb 2019
Texstar C.D. #1110	\$679,062.27	1.90%	5/1/2019	5/31/2019	\$1,384.12

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\* Estimated amounts

WSHD Prosperity Checking Account Register (4431)  
May 16, 2019 to June 18, 2019

Date	Ref/Check	Description	Amount	Balance	Memo	Category
5/16/2019		Daily Ledger Bal		4356.27		
5/28/2019		Daily Ledger Bal		4308.44		
5/28/2019		ACH Payment PROSPERITY BANK VISA	-47.83	4308.44		
5/31/2019		Accr Earning Pymt Added to Account	3.78	4312.22		
6/1/2019		Daily Ledger Bal		4312.22		

WSHD Prosperity Checking Account Register (9409) New  
May 16, 2019 to June 18, 2019

Date	Ref/Check	Description	Amount	Balance	Memo	Category
5/13/2019		Daily Ledger Bal		446,027.07		
5/13/2019		ACH Payment IRS USATAXPYMT 270953	(1,755.46)	446,027.07		
5/16/2019		Daily Ledger Bal		443,083.67		
5/16/2019		ACH Payment LEASE DIRECT WEB PAY	(133.42)	443,083.67		
5/16/2019		ACH Payment INTUIT PAYROLL S QUICK	(2,809.98)	443,217.09		
5/17/2019		Daily Ledger Bal		418,496.17		
5/17/2019	2812	Check	(22,400.00)	418,496.17		
5/17/2019	2815	Check	(2,187.50)	440,896.17		
5/20/2019		Daily Ledger Bal		417,996.17		
5/20/2019	2814	Check	(500.00)	417,996.17		
5/21/2019		Daily Ledger Bal		410,128.49		
5/21/2019	2809	Check	(996.56)	410,128.49		
5/21/2019	2807	Check	(6,871.12)	411,125.05		
5/22/2019		Daily Ledger Bal		409,978.35		
5/22/2019	2811	Check	(150.14)	409,978.35		
5/24/2019		Daily Ledger Bal		406,341.26		
5/24/2019	2806	Check	(3,137.09)	406,341.26		
5/24/2019	2813	Check	(500.00)	409,478.35		
5/29/2019		Daily Ledger Bal		405,232.26		
5/29/2019	2810	Check	(1,109.00)	405,232.26		
5/30/2019		Daily Ledger Bal		402,503.89		
5/30/2019		ACH Payment INTUIT PAYROLL S QUICK	(2,728.37)	402,503.89		
5/31/2019		Accr Earning Pymt Added to Account	355.90	402,853.84		
5/31/2019		Bill Pay Fee	(5.95)	402,497.94		
6/1/2019		Daily Ledger Bal		402,853.84		
6/5/2019		Daily Ledger Bal		396,826.06		
6/5/2019	2816	Check	(6,027.78)	396,826.06		
6/7/2019		Daily Ledger Bal		396,814.16		
6/7/2019	2808	Check	(11.90)	396,814.16		
6/11/2019		Daily Ledger Bal		394,234.14		
6/11/2019		ACH Payment IRS USATAXPYMT 270956	(2,580.02)	394,234.14		
6/12/2019		Daily Ledger Bal		379,234.14		
6/12/2019	995002	Check	(15,000.00)	379,234.14		
6/13/2019		Daily Ledger Bal		376,518.81		
6/13/2019		ACH Payment INTUIT PAYROLL S QUICK	(2,715.33)	376,518.81		
6/14/2019		Daily Ledger Bal		788,548.63		
6/14/2019		Wire Transfer Dep WIRE IN WINNIE-STON	364,521.42	788,548.63		
6/14/2019		ACH Deposit CPA STATE FISCAL INV-PA	47,508.40	424,027.21		
6/17/2019		Daily Ledger Bal		788,141.48		
6/17/2019		ACH Payment TIME WARNER CABL TW	(407.15)	788,141.48		
6/18/2019		Daily Ledger Bal		788,008.06		
6/18/2019		ACH Payment LEASE DIRECT WEB PAY	(133.42)	788,008.06		



**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 05/31/19-05/31/19

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

Vendor #: 65460

GL #	Description	Amount
WSHD	Wshd	9,369.89
<b>Expenditures</b>		<b>9,369.89</b>
<b>Reimb/Adjustments</b>		
<b>Grand Total</b>		<b>9,369.89</b>

42 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2411*65460*1	WSHD	05/18/2019	154.64	154.64
036-2458*65460*3	WSHD	05/02/2019	6.36	6.36
036-2458*65460*3	WSHD	05/14/2019	18.37	18.37
036-2458*65460*3	WSHD	05/24/2019	18.37	18.37
036-2458*65460*3	WSHD	05/27/2019	6.08	6.08
036-2458*65460*3	WSHD	05/30/2019	6.36	6.36
036-2458*65460*3	WSHD	05/30/2019	25.00	25.00
036-2547*65460*12	WSHD	05/03/2019	110.67	110.67
036-2547*65460*12	WSHD	05/03/2019	31.69	31.69
036-2547*65460*12	WSHD	05/03/2019	598.89	505.26
036-2749*65460*43	WSHD	05/14/2019	528.83	430.55
036-2749*65460*43	WSHD	05/14/2019	405.53	405.53
036-2749*65460*43	WSHD	05/09/2019	68.00	60.80
036-2815*65460*22	WSHD	05/02/2019	54.21	54.21
036-2815*65460*22	WSHD	05/02/2019	98.96	98.96
036-2815*65460*22	WSHD	05/02/2019	1,114.14	943.22
036-3217*65460*33	WSHD	05/02/2019	14.15	14.15
036-3217*65460*33	WSHD	05/02/2019	18.01	18.01
036-3430*65460*2	WSHD	05/09/2019	6.54	6.54
036-3430*65460*2	WSHD	05/09/2019	15.00	15.00
036-3430*65460*2	WSHD	05/09/2019	84.70	54.42
036-3432*65460*40	WSHD	05/16/2019	27.58	27.58
036-3432*65460*40	WSHD	05/08/2019	34.54	34.54
036-3432*65460*40	WSHD	05/06/2019	6.08	6.08
036-3432*65460*40	WSHD	05/06/2019	5.81	5.81
036-3432*65460*40	WSHD	05/06/2019	36.32	36.32
1011*65460*35	WSHD	05/08/2019	49.66	45.21
1019*65460*33	WSHD	05/01/2019	56.96	56.96
1019*65460*33	WSHD	05/01/2019	15.84	15.84
1019*65460*33	WSHD	05/01/2019	12.00	12.00
1019*65460*33	WSHD	05/01/2019	12.00	12.00
1019*65460*33	WSHD	05/01/2019	36.32	36.32
1024*65460*31	WSHD	05/07/2019	7.67	7.67
1024*65460*31	WSHD	05/22/2019	9.29	9.29

**GL Totals**

Issued 06/14/19

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 05/31/19-05/31/19

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

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1024*65460*31	WSHD	05/24/2019	8.19	7.00
1024*65460*31	WSHD	05/24/2019	27.50	26.38
1025*65460*14	WSHD	05/02/2019	25.00	25.00
1025*65460*14	WSHD	05/07/2019	16.81	8.89
1038*65460*30	WSHD	05/22/2019	15.00	15.00
1046*65460*26	WSHD	05/02/2019	13.02	13.02
1046*65460*26	WSHD	05/02/2019	10.00	10.00
1046*65460*26	WSHD	05/01/2019	33.77	33.77
1046*65460*26	WSHD	05/01/2019	30.84	30.84
1046*65460*26	WSHD	05/01/2019	36.32	36.32
1046*65460*26	WSHD	05/01/2019	34.52	34.52
1049*65460*26	WSHD	05/07/2019	42.60	42.60
1055*65460*11	WSHD	05/03/2019	45.66	34.80
1055*65460*11	WSHD	05/02/2019	19.21	19.21
1055*65460*11	WSHD	05/13/2019	19.21	19.21
1055*65460*11	WSHD	05/13/2019	12.95	12.95
1066*65460*8	WSHD	05/14/2019	42.34	42.34
1070*65460*5	WSHD	05/22/2019	5.76	4.19
1070*65460*5	WSHD	05/29/2019	7.18	7.18
1070*65460*5	WSHD	05/29/2019	18.69	18.69
1089*65460*5	WSHD	05/16/2019	5.53	5.53
1089*65460*5	WSHD	05/16/2019	26.66	26.66
1091*65460*15	WSHD	05/03/2019	10.96	10.75
1091*65460*15	WSHD	05/03/2019	541.00	456.05
1096*65460*12	WSHD	05/17/2019	6.27	6.27
1098*65460*13	WSHD	05/09/2019	27.39	27.39
1098*65460*13	WSHD	05/09/2019	98.95	98.95
1098*65460*13	WSHD	05/24/2019	25.67	15.67
1106*65460*10	WSHD	05/28/2019	20.18	10.58
1106*65460*10	WSHD	05/18/2019	6.56	6.56
1106*65460*10	WSHD	05/07/2019	12.92	12.92
1107*65460*9	WSHD	05/08/2019	29.40	29.40
1107*65460*9	WSHD	05/08/2019	7.12	6.18
1107*65460*9	WSHD	05/08/2019	513.57	432.73
1117*65460*5	WSHD	05/17/2019	5.54	5.54
1117*65460*5	WSHD	05/17/2019	29.51	19.18
1117*65460*5	WSHD	05/21/2019	6.13	6.13
1117*65460*5	WSHD	05/21/2019	7.12	6.18
1118*65460*5	WSHD	05/23/2019	26.35	26.35
1118*65460*5	WSHD	05/28/2019	32.99	32.99
1118*65460*5	WSHD	05/02/2019	32.99	32.99
1121*65460*4	WSHD	05/29/2019	27.05	27.05
1123*65460*6	WSHD	05/14/2019	33.29	33.29
1123*65460*6	WSHD	05/14/2019	5.98	5.98
1123*65460*6	WSHD	05/06/2019	377.77	317.30
1124*65460*6	WSHD	05/21/2019	19.89	19.89
1127*65460*3	WSHD	05/06/2019	6.26	5.90

### GL Totals

Issued 06/14/19

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 05/31/19-05/31/19

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

Vendor #: 65460

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1128*65460*2	WSHD	05/09/2019	2,220.28	1,883.44
1131*65460*3	WSHD	05/03/2019	429.52	361.29
1131*65460*3	WSHD	05/03/2019	26.66	26.66
1132*65460*2	WSHD	05/13/2019	5.96	5.96
1132*65460*2	WSHD	05/27/2019	33.29	33.29
1132*65460*2	WSHD	05/27/2019	9.29	9.29
1133*65460*3	WSHD	05/10/2019	29.25	29.25
1133*65460*3	WSHD	05/10/2019	39.69	39.69
1134*65460*3	WSHD	05/04/2019	85.92	69.23
1134*65460*3	WSHD	05/04/2019	429.52	361.29
1134*65460*3	WSHD	05/20/2019	573.83	480.55
1137*65460*3	WSHD	05/14/2019	18.01	18.01
1137*65460*3	WSHD	05/14/2019	5.70	5.70
1137*65460*3	WSHD	05/14/2019	10.00	10.00
1138*65460*2	WSHD	05/14/2019	162.76	162.76
1140*65460*2	WSHD	05/15/2019	5.90	5.90
1140*65460*2	WSHD	05/15/2019	69.99	69.99
1140*65460*2	WSHD	05/23/2019	20.40	20.40
1140*65460*2	WSHD	05/09/2019	21.33	21.33
1140*65460*2	WSHD	05/09/2019	18.01	18.01
1140*65460*2	WSHD	05/15/2019	11.99	11.99
1141*65460*2	WSHD	05/02/2019	28.77	24.43
1141*65460*2	WSHD	05/02/2019	5.65	5.65
1141*65460*2	WSHD	05/02/2019	8.94	8.94
1141*65460*2	WSHD	05/16/2019	7.32	7.32
1141*65460*2	WSHD	05/16/2019	5.76	4.19
1141*65460*2	WSHD	05/16/2019	12.00	12.00
1141*65460*2	WSHD	05/16/2019	10.96	10.75
1141*65460*2	WSHD	05/16/2019	7.18	7.18
1141*65460*2	WSHD	05/20/2019	14.47	14.47
1141*65460*2	WSHD	05/16/2019	10.00	10.00
1145*65460*1	WSHD	05/14/2019	15.57	15.57
1145*65460*1	WSHD	05/14/2019	15.00	15.00
1148*65460*1	WSHD	05/28/2019	137.01	137.01
1148*65460*1	WSHD	05/17/2019	12.00	12.00
1149*65460*1	WSHD	05/28/2019	10.96	10.75
1149*65460*1	WSHD	05/28/2019	14.47	14.47

**42 invoices, 118 line items** \*\*\* **10,645.55** **9,369.89**

**Grand Totals** **10,645.55** **9,369.89**

**42 total invoices**  
**118 total line items**

©IHS  
 Issued 06/14/19

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 05/31/19-05/31/19

Brookshire Brothers Store #1002  
 Po Box 1359

Vendor #: 1002

GL #	Description	Amount
WSHD	Wshd	20.40
	<b>Expenditures</b>	<b>20.40</b>
	<b>Reimb/Adjustments</b>	
	<b>Grand Total</b>	<b>20.40</b>

1 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1011*1002*10	WSHD	05/27/2019	3.40	3.40
1011*1002*10	WSHD	05/24/2019	8.50	8.50
1011*1002*10	WSHD	05/17/2019	8.50	8.50
<b>1 invoices, 3 line items</b>		***	<b>20.40</b>	<b>20.40</b>
<b>Grand Totals</b>			<b>20.40</b>	<b>20.40</b>

1 total invoices  
 3 total line items

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 05/31/19-05/31/19

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

Vendor #: 18651

GL #	Description	Amount
WSHD	Wshd	1,683.10
	<b>Expenditures</b>	<b>1,683.10</b>
	<b>Reimb/Adjustments</b>	
	<b>Grand Total</b>	<b>1,683.10</b>

12 total invoices

**GL Totals Detail**  
**Invoice #**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2783*18651*96	WSHD	05/23/2019	50.00	50.00
036-2783*18651*96	WSHD	05/23/2019	50.00	39.84
036-2783*18651*96	WSHD	05/23/2019	25.00	25.00
036-2942*18651*90	WSHD	05/14/2019	389.93	306.35
036-2942*18651*90	WSHD	05/20/2019	29.75	29.75
036-2980*18651*11	WSHD	05/08/2019	222.89	190.54
036-2980*18651*11	WSHD	05/08/2019	210.95	182.86
036-3364*18651*62	WSHD	05/20/2019	42.61	21.19
036-3364*18651*62	WSHD	05/20/2019	23.62	12.76
1040*18651*28	WSHD	05/29/2019	27.67	19.81
1075*18651*15	WSHD	05/06/2019	101.78	46.84
1075*18651*15	WSHD	05/28/2019	429.97	201.02
1086*18651*14	WSHD	05/23/2019	79.50	40.01
1086*18651*14	WSHD	05/02/2019	79.50	40.01
1102*18651*7	WSHD	05/14/2019	407.61	262.53
1102*18651*7	WSHD	05/14/2019	97.94	47.30
1102*18651*7	WSHD	05/14/2019	79.87	38.91
1110*18651*9	WSHD	05/21/2019	75.61	36.94
1110*18651*9	WSHD	05/21/2019	9.77	4.27
1110*18651*9	WSHD	05/15/2019	14.06	14.06
1143*18651*1	WSHD	05/03/2019	27.97	26.66
1144*18651*1	WSHD	05/01/2019	44.03	21.87
1147*18651*1	WSHD	05/08/2019	11.91	11.91
1147*18651*1	WSHD	05/14/2019	23.43	12.67
<b>12 invoices, 24 line items</b>		***	<b>2,555.37</b>	<b>1,683.10</b>

**Grand Totals**

**2,555.37**      **1,683.10**

12 total invoices  
 24 total line items

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 05/31/19-05/31/19

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

Vendor #: 63614

GL #	Description	Amount
WSHD	Wshd	32,446.30
<b>Expenditures</b>		<b>32,446.30</b>
<b>Reimb/Adjustments</b>		
<b>Grand Total</b>		<b>32,446.30</b>

22 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2458*63614*1	WSHD	04/24/2019	1,828.00	438.72
036-2475*63614*7	WSHD	04/24/2019	323.00	77.52
036-2783*63614*9	WSHD	03/26/2019	1,978.38	474.81
036-2783*63614*9	WSHD	04/15/2019	1,828.00	438.72
036-2815*63614*8	WSHD	04/18/2019	323.00	77.52
036-2815*63614*8	WSHD	04/22/2019	2,151.00	516.24
036-3432*63614*1	WSHD	04/04/2019	323.00	77.52
036-3432*63614*1	WSHD	04/04/2019	1,828.00	438.72
036-3432*63614*1	WSHD	04/24/2019	1,675.00	402.00
1024*63614*4	WSHD	04/22/2019	323.00	77.52
1025*63614*5	WSHD	04/04/2019	323.00	77.52
1025*63614*5	WSHD	04/22/2019	1,828.00	438.72
1040*63614*10	WSHD	04/01/2019	371.00	89.04
1055*63614*2	WSHD	03/28/2019	28,240.40	7,071.15
1055*63614*2	WSHD	04/09/2019	323.00	77.52
1055*63614*2	WSHD	04/23/2019	323.00	77.52
1075*63614*8	WSHD	04/22/2019	323.00	77.52
1089*63614*1	WSHD	04/17/2019	5,064.88	1,215.57
1091*63614*8	WSHD	04/23/2019	323.00	77.52
1093*63614*4	WSHD	04/09/2019	323.00	77.52
1096*63614*5	WSHD	04/16/2019	1,146.72	275.21
1102*63614*6	WSHD	04/17/2019	323.00	77.52
1102*63614*6	WSHD	04/11/2019	323.00	77.52
1110*63614*1	WSHD	04/23/2019	323.00	77.52
1114*63614*5	WSHD	02/18/2019	957.00	229.68
1114*63614*5	WSHD	03/28/2019	20,587.25	4,940.95
1114*63614*5	WSHD	04/11/2019	323.00	77.52
1120*63614*2	WSHD	03/28/2019	5,460.24	1,310.46
1120*63614*2	WSHD	03/27/2019	194.00	46.56
1121*63614*3	WSHD	04/10/2019	32,673.93	12,089.35
1121*63614*3	WSHD	04/23/2019	323.00	77.52
1122*63614*1	WSHD	04/11/2019	323.00	77.52
1138*63614*1	WSHD	04/11/2019	569.00	136.56
1138*63614*1	WSHD	04/15/2019	761.00	182.64

**GL Totals**

Issued 06/17/19

Winnie Stowel Hospital District Indigent Healthcare Services

Batch Dates 05/31/19-05/31/19

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

Vendor #: 63614

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1138*63614*1	WSHD	04/18/2019	1,519.00	364.56
1140*63614*1	WSHD	04/23/2019	443.00	106.32
<b>22 invoices, 36 line items</b>			<b>116,271.80</b>	<b>32,446.30</b>
<b>Grand Totals</b>			<b>116,271.80</b>	<b>32,446.30</b>
<b>22 total invoices</b>				
<b>36 total line items</b>				

**GL Totals**

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 05/31/19-05/31/19

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

Vendor #: 63615  
NPI: 1942241146

GL #	Description	Amount
WSHD	Wshd	6,547.50
<b>Expenditures</b>		<b>6,547.50</b>
<b>Reimb/Adjustments</b>		
<b>Grand Total</b>		<b>6,547.50</b>

22 total invoices

**GL Totals Detail**

Invoice #	GL #	Date in	Amt Billed	Amt Paid
036-2458*63615*1	WSHD	04/24/2019	195.00	68.00
036-2475*63615*5	WSHD	04/24/2019	415.00	116.20
036-2783*63615*8	WSHD	03/26/2019	153.00	42.84
036-2783*63615*8	WSHD	03/26/2019	60.00	22.45
036-2783*63615*8	WSHD	03/26/2019	83.00	29.51
036-2783*63615*8	WSHD	04/15/2019	168.00	62.54
036-2815*63615*10	WSHD	04/18/2019	270.00	56.08
036-2815*63615*10	WSHD	04/03/2019	23.00	6.44
036-2815*63615*10	WSHD	04/22/2019	183.00	68.33
036-2815*63615*10	WSHD	04/03/2019	223.00	83.40
036-2815*63615*10	WSHD	04/03/2019	29.00	7.88
036-2815*63615*10	WSHD	04/22/2019	270.00	56.08
036-3432*63615*1	WSHD	04/24/2019	298.00	83.44
036-3432*63615*1	WSHD	04/24/2019	80.00	8.66
036-3432*63615*1	WSHD	04/24/2019	270.00	56.08
036-3432*63615*1	WSHD	04/04/2019	415.00	95.54
036-3432*63615*1	WSHD	04/05/2019	195.00	68.00
1024*63615*4	WSHD	04/22/2019	270.00	56.08
1025*63615*5	WSHD	04/04/2019	360.00	86.32
1025*63615*5	WSHD	04/22/2019	195.00	68.00
1040*63615*11	WSHD	04/01/2019	273.00	76.44
1055*63615*3	WSHD	03/28/2019	1,380.00	386.40
1055*63615*3	WSHD	03/28/2019	2,505.00	701.40
1055*63615*3	WSHD	03/28/2019	305.00	60.95
1055*63615*3	WSHD	03/28/2019	83.00	29.51
1075*63615*8	WSHD	04/22/2019	270.00	56.08
1089*63615*1	WSHD	04/17/2019	260.00	98.47
1089*63615*1	WSHD	04/17/2019	220.00	82.44
1093*63615*4	WSHD	04/09/2019	183.00	39.92
1096*63615*4	WSHD	04/16/2019	165.00	46.20
1096*63615*4	WSHD	04/16/2019	415.00	95.54
1102*63615*6	WSHD	04/11/2019	415.00	95.54
1102*63615*6	WSHD	04/17/2019	183.00	51.24
1110*63615*1	WSHD	04/23/2019	415.00	95.54



**GL Totals**

Issued 06/17/19

Winnie Stowel Hospital District Indigent Healthcare Services  
Batch Dates 05/31/19-05/31/19

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

Vendor #: 63615  
NPI: 1942241146

Invoice #	GL #	Date in	Amt Billed	Amt Paid
1111*63615*5	WSHD	03/12/2019	273.00	65.29
1114*63615*5	WSHD	04/11/2019	415.00	116.20
1114*63615*5	WSHD	03/15/2019	90.00	32.40
1114*63615*5	WSHD	03/15/2019	80.00	28.55
1114*63615*5	WSHD	03/15/2019	270.00	56.08
1120*63615*3	WSHD	03/28/2019	378.00	378.00
1120*63615*3	WSHD	03/27/2019	360.00	86.32
1120*63615*3	WSHD	03/28/2019	720.00	495.00
1121*63615*3	WSHD	04/10/2019	2,550.00	714.00
1121*63615*3	WSHD	04/10/2019	243.00	85.97
1121*63615*3	WSHD	04/10/2019	1,520.00	1,045.00
1122*63615*1	WSHD	04/11/2019	273.00	65.29
1138*63615*1	WSHD	04/11/2019	415.00	116.20
1138*63615*1	WSHD	04/18/2019	90.00	33.68
1138*63615*1	WSHD	04/18/2019	273.00	76.44
1140*63615*1	WSHD	04/23/2019	415.00	95.54
<b>22 invoices, 50 line items</b>			<b>19,592.00</b>	<b>6,547.50</b>
<b>Grand Totals</b>			<b>19,592.00</b>	<b>6,547.50</b>

22 total invoices  
50 total line items

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

Invoice # 68031

Phone # (800) 834-0560

Fax # (936) 756-6741

Date: 6/1/2019

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

RECEIVED

JUL 03 2019

Terms: Net receipt of invoice

---

Professional services for the month of July 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**



15500902791001

June 4, 2019

RECEIVED  
JUN 11 2019

# MONTHLY BILL

Name: SHERRY STERN  
Account Number: 92 5529 5461

Payment Summary	
Last Payment Received	05/20/2019
Current Payment Due	\$150.14
<b>Total Due by 06/25/2019</b>	<b>\$150.14</b>

## YOUR LOAN DETAILS

Loan Sequence	Date Disbursed	Loan Program	Original Balance	Current Balance	Outstanding Interest	Interest Rate	Monthly Payment	Current Due
*1002	11/29/2006	SUBCNS	\$13,150.00	\$5,634.76	\$8.68	3.750%	\$90.67	\$90.67
*1001	11/29/2006	UNCNS	\$8,625.28	\$3,695.61	\$5.69	3.750%	\$59.47	\$59.47

Outstanding interest accrued as of 06/04/2019

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

Received After This Date	Late Fee to be Assessed
07/09/2019	\$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

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

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

**Customer Statement** (IF LATE, SEE ABOVE)

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

Account Number:

Due Date:

Total Amount Due:

92 5529 5461

06/25/2019

\$

\$150.14

20191550192552954611000015014000000000000000001



#BWNDHKB  
#B612 1327 2506 04L5#  
SHERRY STERN  
9302 EAGLES LNDG  
MAGNOLIA TX 77354-6865



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

**Would you rather receive this statement electronically?**

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

<b>Total paid since your last statement</b>	<b>\$150.14</b>
Interest Satisfied	\$24.28
Principal Satisfied	\$125.86

<b>As of today, you've paid on your loans</b>	<b>\$15,014.00</b>
Total Interest Satisfied	\$4,640.92
Total Principal Satisfied	\$10,373.08

RECEIVED  
MAY 17 2016



**CONTRACT INVOICE**

Invoice Number: INV704791  
Invoice Date: 05/17/2019

99.17

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

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

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
3A0064	Net 30	06/16/2019	\$67.36	<b>\$67.36</b>	
<b>Invoice Remarks</b>					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
4457-01		\$67.36		01/26/2016	01/25/2021
<b>Contract Remarks</b>					

**Summary:**

Contract base rate charge for this billing period	\$0.00
Contract overage charge for the 04/26/2019 to 05/25/2019 overage period	\$67.36 **
**See overage details below	<u>\$67.36</u>

**Detail:**

**Equipment included under this contract**

**KM/227**

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

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
B\W	3A2812 - B\W	110,740	115,354		4,614	0	4,614	\$0.014600	\$67.36
									\$67.36



Hello, paperless billing!

CONVENIENCE • SECURITY • ECO-FRIENDLY

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

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

3A0064	INV704791
Invoice SubTotal	\$67.36
Tax:	\$0.00
Invoice Total	\$67.36
<b>Balance Due:</b>	<b>\$67.36</b>

Invoice Number: INV711072  
 Invoice Date: 06/17/2019

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

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

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
3A0064	Net 30	07/17/2019	\$31.81	<b>\$31.81</b>	
<b>Invoice Remarks</b>					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
4457-01		\$31.81		01/26/2016	01/25/2021
<b>Contract Remarks</b>					

**Summary:**

Contract base rate charge for this billing period	\$0.00
Contract overage charge for the 05/26/2019 to 06/25/2019 overage period	\$31.81 **
	<b>\$31.81</b>

\*\*See overage details below

**Detail:**

**Equipment included under this contract**

**KM/227**

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

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BW	3A2812 - BW	115,354	117,533		2,179	0	2,179	\$0.014600	\$31.81
									\$31.81

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

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

3A0064	INV711072
Invoice SubTotal	\$31.81
Tax:	\$0.00
Invoice Total	\$31.81
<b>Balance Due:</b>	<b>\$31.81</b>

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

ATTORNEYS AT LAW

BBVA COMPASS BANK BUILDING

3535 CALDER AVENUE, SUITE 300

Hubert Oxford, IV

BEAUMONT, TEXAS 77706

hoxfordiv@benoxford.co

m

TELEPHONE:(409) 833-9182

FAX: (409) 833-8819

June 14, 2019

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

Re: Invoice and Draft Minutes for Regular Meeting Minutes of May 15, 2019 and  
May 29, 2019 Special Meeting Minutes; Our File No. 87250.

Dear President Murrell,

Attached, please find the draft Regular Meeting Minutes of May 15, 2019 and May 29,  
2019 Special Meeting Minutes. 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 May 2019. We would request that you put this invoice in line for  
payment at the June 19, 2019 Regular meeting and we will give the District credit for the  
\$1,000.00 payment when we invoice the District for May 2019.

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

With best wishes, I am

Sincerely,

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

---

Hubert Oxford, IV

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

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

Hubert Oxford, IV

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

hoxfordiv@benoxford.com

June 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 March 2019 Time Entries  
less Retainer; Our File No. 87250.

Dear President Murrell,

Attached, please find Benckenstein & Oxford's monthly time entry invoice for March 2019. This invoice is for \$19,100.00 but the amount due is \$18,100.00 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 \$18,100.00 representing the balance owed for March 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

June 19, 2019

**INVOICE #:** 49298      **HOIV**  
**Billed through:** March 31, 2019  
**Client/Matter #:** WSHD      87250

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

RE: Winnie-Stowell Hospital District

## PROFESSIONAL SERVICES RENDERED

03/01/19	HOIV	Conference call with Gary Klein, of Caring Healthcare, regarding the QIPP Adjustment 1a; exchanged e-mails with staff and LTC conveying Mr. Klein's questions; and then reviewed spreadsheet to answer his question.	1.20 hrs
03/21/19	HOIV	Prepared a sample cash flow chart for the Finance Committee for March 2019 through December 2019 to address questions raised during the meeting about cash availability for upcoming expenses.	2.70 hrs
03/01/19	HOIV	Read, reviewed, and approved Section 855a Medicare documents for all six of the Caring Facilities to verify that the information in the documents were correct.	1.60 hrs
03/04/19	HOIV	Conference call with staff regarding questions with Indigent Care Program involving undocumented aliens and searched files to provide Indigent Care Coordinator with prior correspondence to THHSC.	0.60 hrs
03/04/19	HOIV	Exchanged e-mail with staff and newspapers regarding the notice for public hearing on Revisions for the Indigent Care Program.	0.30 hrs
03/05/19	HOIV	Received revised QIPP Adjustment 1a calculations and researched the basis for the reduced payment; and responded to LTC with questions concerning the reduced payment.	0.80 hrs
03/06/19	HOIV	Read and reviewed HB 1050 regarding the "Granny Tax" and exchanged multiple e-mails with LTC Group regarding the status of the legislation.	1.30 hrs
03/08/19	HOIV	Prepared extensive e-mail to Managers providing them with the District's calculations for QIPP Year 1 Adjustment 1a and an explanation of the District's calculations.	1.40 hrs
03/11/19	HOIV	Conference call with Steve Lucas regarding expanding the District's line of credit.	0.40 hrs
03/11/19	HOIV	Prepared revised letter to Managers with QIPP Year 1 Adjustment 1a calculations and responded to three (3) e-mails from Managers.	0.80 hrs
03/11/19	HOIV	Read, reviewed, and responded to request for approval of contract between Regency and the Veterans Administration to active SAM registration.	0.30 hrs
03/12/19	HOIV	Reviewed prior correspondence and worked on timeline spreadsheet to	4.70 hrs

account for adjustments made in QIPP program for Year 1, Quarters 1-4.

03/12/19	HOIV	Read and reviewed e-mail and attachments from staff regarding the Tobacco Settlement payments.	0.20 hrs
03/13/19	HOIV	Reviewed transfer spreadsheets, bank balances, and QIPP forecast in order to confirm the District was in compliance with its Third Amended Transfer Policy in anticipation of the upcoming Loan 13 payment; and prepared extensive e-mail to CPA, staff, and LTC to inquire as to the availability of funds in the account to pay Loan 13 and interest for Loan 14 on March 29, 2019.	3.40 hrs
03/13/19	HOIV	Drafted e-mail to Interbank to regarding question with provisions of ICS agreement; and received response from the bank.	0.60 hrs
03/13/19	HOIV	Exchanged thirteen (13) e-mails with LTC Group and Caring Healthcare to respond to questions concerning an analysis of upcoming distribution and equalization of Q3/Q4 Comp 1 funds.	3.60 hrs
03/14/19	HOIV	Prepared draft set of Minutes for the February 20, 2019 Regular Meeting.	5.70 hrs
03/15/19	HOIV	Conference calls with LTC and Salt Creek Capital to discuss interest payment schedules and Loan 13 balance due amounts; and drafted e-mail to counsel for Salt Creek Capital confirming the phone conversation.	1.80 hrs
03/15/19	HOIV	Researched grant agreements and requirements; and modified draft version of District policy to account for capital projects and sponsorship request.	4.30 hrs
03/18/19	HOIV	Researched agreements for grants; prepared draft Grant Agreement; and formatted Grant package to be redistributed to staff and the Board.	3.50 hrs
03/18/19	HOIV	Read and reviewed agreement with Federal Home Loan Bank of Dallas and Post Oak Bank/Allegiance to secure the District public funds and drafted e-mail to client advising of the Agreement.	1.30 hrs
03/18/19	HOIV	Exchanged eight (8) e-mails with Managers regarding the open enrollment period for QIPP Year 3 and assigned duties to timely file the appropriate documents.	1.00 hrs
03/18/19	HOIV	Reviewed Indigent Care Agreement from 2015 and drafted e-mail to counsel for the Hospital regarding the "consideration" and plan of action.	0.80 hrs
03/19/19	HOIV	Received and reviewed report from ICS regarding income level percentage of the applicants for the District's Indigent Program; exchanged seven (7) e-mails with staff regarding the report; and prepared a report for the Board to consider at the upcoming meeting when discussing proposed changes to the District's current poverty rate guidelines.	1.70 hrs
03/19/19	HOIV	Worked with staff to create a spreadsheet to present to the Board in order to explain shortfall of funds in the District's Interbank account and to provide the Board with a reconciliation to bring the account into compliance with the District's Third Amended Transfer policy.	5.50 hrs
03/20/19	HOIV	Reviewed and revised financials and prepared updated Board Binder for the upcoming March 2019 Regular Meeting.	1.80 hrs

Client-	WSHD 87250	Invoice # 49298	PAGE	3
03/20/19	HOIV	Exchanged eight (8) e-mails with ICS staff to receive additional information for Indigent Care Income Rate report and updated report accordingly.	1.30 hrs	
03/20/19	HOIV	Exchanged five (5) e-mails with Lisa Stramecki regarding status of updates to the District's website.	0.40 hrs	
03/20/19	HOIV	Participated in calls with Staff, CPA, and Finance Committee regarding the proposed Interbank Account Reconciliation spreadsheet and made revisions to the spreadsheet after the calls.	2.20 hrs	
03/20/19	HOIV	Prepared for and attended Regular Monthly Meeting.	3.00 hrs	
03/21/19	HOIV	Drafted e-mail to Riceland Hospital to advise of changes to the District's Indigent Care Policy and to ask for comments on potential impacts on Charity Care.	0.40 hrs	
03/21/19	HOIV	Drafted e-mail to Salt Creek Capital following the Regular Meeting advising the lender of the District's plan of action to come into compliance with the Third Amended Transfer Policy.	1.30 hrs	
03/21/19	HOIV	Prepared e-mail to Interbank with the signed ICS Agreement; and responded to three (3) e-mails from the District's lender regarding whether the ICS Agreement was necessary.	0.70 hrs	
03/22/19	HOIV	Conference call with District's CPA and made revisions to March 2019 through December 2020 District Cash Flow; and prepared detail e-mail to Finance Committee members explaining the corrections to the previously sent email.	1.80 hrs	
03/22/19	HOIV	Received and reviewed QIPP 1 Summary and discussed outcomes with LTC Group through two (2) e-mails.	0.60 hrs	
03/26/19	HOIV	Worked with staff to reconcile Interbank DACA account; revised payment timeline for Loan 13 and Loan 14 to provide clear payment instructions and explanations.	3.50 hrs	
03/27/19	HOIV	Prepared e-mail to Finance Committee in order to provide status of Loan 13 repayment.	0.60 hrs	
03/27/19	HOIV	Worked with staff by participating in a multiple telephone calls and exchanging five (5) e-mails to verify the proper amount of funds were in the District's Interbank account to repay Loan 13.	1.90 hrs	
03/27/19	HOIV	Began making revisions to Grant Policy per the Board's instruction at the March 2020 Regular Meeting.	2.80 hrs	
03/28/19	HOIV	Made substantial revision to draft Grant Policy and prepared comments to the various sections of the Policy and agreement within the Policy to explain provisions within the Policy and to reconcile the Policy and agreement.	4.60 hrs	
		<b>Total fees for this matter</b>		<b>\$19,100.00</b>

**BILLING SUMMARY:**

Oxford, IV Hubert	76.40 hrs @	\$250.00 /hr	\$19,100.00
TOTAL FEES			\$19,100.00
TOTAL CHARGES FOR THIS INVOICE			\$19,100.00
RETAINER			\$1,000.00 CR
<b>TOTAL BALANCE NOW DUE</b>			<b>\$18,100.00</b>

Federal ID# 74-1646478

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

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

Invoice  
submitted to:

Winnie Stowell Hospital District  
PO Box 1997  
Winnie, TX 77665

06/18/2019

Invoice # 21261

**Professional Services**

06/18/19 5-7-19 Review audit requests and begin to organize data.

1.50 Hrs.

5-9-19 Review Books.

1.75 Hrs.

5-10-19 Review data and attend special meeting.

2.75 Hrs.

5-14-19 Review Payroll.

.25 Hrs.

5-15-19 QIPP Funds, Review & Reconcile. prepare reports for meeting.

3.00 Hrs.

5-15-19 Attend meeting.

2.00 Hrs.

5-22-19 Work on audit requests.

2.75 Hrs.

5-28-19 Review Payroll

.25 Hrs.

5-29-19 Review QIPP deposits and reconcile. Review and respond to audit requests.

4.75 Hrs.

**TOTAL HOURS 19.00 @ \$125.00 = \$2,375.00**

For professional services rendered

\$2,375.00

Balance due

\$2,375.00

**Invoices Due Upon Receipt**

**Billing terms**

**Policy** The program

**Term** The policy length

**Product** Identifies PHLY niche product group

**Bill plan** Full or interval payment plan applied to the policy, see section opposite for details

**Premium charged** Policy premium at inception plus any additional premium or return premium endorsements

**Premium applied** Payments or adjustments made to date

**Previous balance** Amount due at the end of prior month

**Installment amount** Divided portion of premium invoiced this month based on the Bill Plan

**Taxes/surcharges and fees** State imposed taxes or surcharges based on specific coverage and/or premium

**Payment / credits** Payments or adjustments made during prior month

**Balance due** Total amount currently due

**Available bill plans**

*If interested in bill plan options please contact customer service at 877-438-7459 to see if your account qualifies.*

**Fixed Annual**

One bill is produced for the annual premium as of the effective date of the policy.

**Installment plans**

For the following plans, a \$500 installment minimum is required. Any endorsement activity will be billed or credited over any remaining installments. These plans do not reflect options available for Rental and Leasing policies. A \$5 per installment fee may be included (some states may vary).

- **25% & 9**  
 25% of the annual premium is billed the first month, 1/9th of the remaining annual will be billed in consecutive monthly intervals.
- **25% & 5**  
 25% of the annual premium is billed the 1st month, The remaining installments of 1/5th will be billed in consecutive monthly intervals.
- **25% & 3**  
 25% of the annual premium is billed the 1st month, 1/3rd of the remaining annual will be billed in consecutive monthly intervals.
- **50% & 2**  
 50% of the annual premium is billed the 1st month, 1/2 of the remaining annual will be billed in consecutive monthly intervals.

Invoice Number: 2000872452  
 Account Number: 80026218   
 Billing Date: 06/07/2019  
 Due Date: 06/28/2019  
 Amount Due: \$5,019.50

Remittance Amount: \$ 

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

**PHILADELPHIA INSURANCE COMPANIES**

A Member of the Tokio Marine Group  
 PO Box 70251 Philadelphia PA 19176-0251

MB 01 000018 64184 E 1 A



WINNIE-STOWELL HOSPITAL DISTRI  
 PO BOX 1997  
 WINNIE, TX 77665-1997

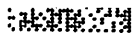


PHILADELPHIA INSURANCE COMPANIES  
 PO BOX 70251  
 PHILADELPHIA, PA 19176-0251

**RECEIVED**

JUN 11 2018

02000872452 000000080026218 8 20190607 20190628 000000000501950



Your account summary

Your balance breakdown

Product	Policy	Term / Bill plan	Premium charged (\$)	Premium applied (\$)	Previous balance (\$) Ⓞ	Installment amount (\$) Ⓞ	Taxes / surcharge (\$) Ⓞ	Fees (\$) † Ⓞ	Payment / credits Ⓞ	Balance due (\$)
<b>80026218 Winnie-Stowell Hospital District</b>										
D & O Flexi Plus	PHSD1448533	05/07/19 - 20 25% Down & 3 Monthly Installments	10,029.00	0.00	0.00	5,014.50 1 of 3	0.00	0.00	0.00	5,014.50
<b>Fees</b>										
	Installment Fee		5.00	0.00	0.00	0.00	0.00	5.00	0.00	5.00
			10,034.00	0.00	0.00	5,014.50	0.00	5.00	0.00	5,019.50
										Payments will be allocated towards these charges first
										<b>Total Balance: 5,019.50</b>

Applications, policy forms, risk management services, and claims management services are available at [www.phly.com](http://www.phly.com)

\*Denotes change in term premium    \*\*\*Denotes the 25% down and 1st installment billed together    †May include installment fee



Corporate Number **0007944804800003606**  
 Account Number **000405469990003606**  
 Statement Closing Date 05/31/2019  
 Days This Period 31  
 Payment Amount Due \$152.00  
 Payment Due Date **AUTO PAY** 06/25/2019

Previous Account Balance \$47.83  
 (-) Payments and Credits \$47.83  
 (+) Purchases and Debits \$3,026.02  
 (+) **FINANCE CHARGES** \$0.00  
 (=) New Ending Balance \$3,026.02  
 Credit Limit: \$10,000.00  
 Available Credit: \$6,973.98



**ACCOUNT SUMMARY**

RECEIVED  
 JUN 10 2019

WINNIE STOWELL HOSPITAL  
 PO BOX 1997  
 WINNIE TX 77665-1997

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

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

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

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

**ACCOUNT BALANCES AND FINANCE CHARGES**

Plan ID	Plan Description	Previous Balance	Purchases/Debits	Payments/Credits	FINANCE CHARGE	Current Balance
10001	CASH ADVANCE PLAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10002	PURCHASE PLAN	\$47.83	\$3,026.02	\$47.83	\$0.00	\$3,026.02
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	\$152.00	\$0.00	.0990000	9.90%
10003	BALANCE TRANSFER	\$0.00	\$0.00	\$0.00	\$0.00	.0990000	9.90%

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

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

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

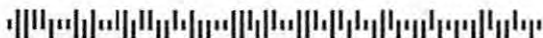
ACCOUNT NUMBER	PAYMENT DUE DATE	PLEASE WRITE TOTAL AMOUNT ENCLOSED
000405469990003606	AUTO PAY	
NEW BALANCE	AMOUNT DUE	\$ _____
\$3,026.02	\$152.00	



MAKE CHECK PAYABLE TO:

>000184 6425848 0001 081020 102  
 WINNIE STOWELL HOSPITAL  
 PO BOX 1997  
 WINNIE TX 77665-1997

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



00040546999000360600000015200000003026021

81020-36-00 81020-78-03  
 00184 6425848 000349 000697 00010002





**Important Messages**

A PAYMENT OF \$3,026.02 WILL BE TAKEN FROM YOUR SAVINGS/CHECKING ACCOUNT \*\*\*\*4431 ON 06/25/2019  
THANK YOU FOR CHOOSING PROSPERITY BANK FOR YOUR CREDIT CARD NEEDS.

**TRANSACTIONS THIS BILLING PERIOD**

Transaction Date	Posting Date	Reference Number	Transaction Description	\$ Amount
TRANSACTIONS				
Account Level				
05/24	05/24	19999999980524995211480	ACH PAYMENT - THANK YOU	\$47.83-
Card Number Ending in 1770				
04/30	05/01	VT191212502000010000236	Intuit *PayrollEE usag 800-446-8848 CA	\$4.33+
05/01	05/02	VT191222502000010002529	GOOGLE*GSUITE WSHD-TX. CC GOOGLE.COM CA	\$37.52+
05/06	05/07	VT191272502000010001806	ADOBE *ACROPRO SUBS 800-833-6687 CA	\$16.21+
05/08	05/08	VT191282502000010001583	INTUIT *CHECKS / FORMS 800-446-8848 CA	\$260.57+
05/23	05/26	VT191462508000010000361	TEXAS HOSPITAL ASSOC 512-465-1000 TX	\$2,136.00+
05/30	05/31	VT191512512000010000508	Intuit *PayrollEE usag 800-446-8848 CA	\$490.89+
05/30	05/31	VT191512512000010002937	USPS PO 4898150665 WINNIE TX	\$80.50+

**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

00184 6-25-18 000350 000889 00021002



Corporate Number	0007944804800003606	Previous Account Balance	\$0.00
Account Number	XXXXXXXXXXXXXXXXX1770	(-) Company Payables	\$3,026.02
Statement Closing Date	05/31/2019	(+) Total Spend This Month	\$3,026.02
Days This Period	31	(+) FINANCE CHARGES	\$0.00
Payment Amount Due	\$0.00	(=) New Ending Balance	\$0.00
Payment Due Date	06/25/2019	Spending Limit	\$5,000.00

**ACCOUNT SUMMARY**

SHERRIE NORRIS  
 WINNIE STOWELL HOSP  
 PO BOX 1997  
 WINNIE TX 77665-1997

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

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

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

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

**ACCOUNT BALANCES AND FINANCE CHARGES**

Plan ID	Plan Description	Previous Balance	Purchases/ Debits	Payments/ Credits	FINANCE CHARGE	Current Balance
10001	CASH ADVANCE PLAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10002	PURCHASE PLAN	\$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
XXXXXXXXXXXXXXXXX1770	06/25/2019	
NEW BALANCE	AMOUNT DUE	\$ _____
\$0.00	CORPORATE BILLED	



MAKE CHECK PAYABLE TO:

>002094 6425848 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



794405469000003104200000000000000003026022

81020-38-00 81020-76-03

02084 6425848 004685 009389 00170003



**Important Messages**

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

**TRANSACTIONS THIS BILLING PERIOD**

Transaction Date	Posting Date	Reference Number	Transaction Description	\$ Amount
------------------	--------------	------------------	-------------------------	-----------

**2019 Total Year-to-Date**

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



**CORPORATE BILLED TRANSACTIONS THIS PERIOD**

Transaction Date	Posting Date	Reference Number	Transaction Description	\$ Amount
Account Level				
Card Number Ending in 1770				
04/30	05/01	VT191212502000010000236	Intuit *PayrollEE usag 800-446-8848 CA	\$4.33+
05/01	05/02	VT191222502000010002529	GOOGLE*GSUITE WSHD-TX. CC GOOGLE.COM CA	\$37.52+
05/06	05/07	VT191272502000010001806	ADOBE *ACROPRO SUBS 800-833-6687 CA	\$16.21+
05/08	05/08	VT191282502000010001583	INTUIT *CHECKS / FORMS 800-446-8848 CA	\$260.57+
05/23	05/26	VT191462508000010000361	TEXAS HOSPITAL ASSOC 512-465-1000 TX	\$2,136.00+
05/30	05/31	VT191512512000010000508	Intuit *PayrollEE usag 800-446-8848 CA	\$490.89+
05/30	05/31	VT191512512000010002937	USPS PO 4898150665 WINNIE TX	\$80.50+

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  
02064 6425848 004687 005383 0003/0003



# AllegianceBank

P.O. Box 41314  
Houston, TX 77241-1314

066028      Statement Date      6/17/19

Account Number      Due Date      Interest Rate  
790154      30      7/07/19      3.50000%

Principal Amount Due      2000000.00

Interest Amount Due      5833.33

Late Charge and/or Escrow

Past Due

Total Due      2005833.33

000000 TABLOAN0061820190021 0000000      028  
Winnie-Stowell Hospital District  
Po Box 1997  
Winnie TX 77665-1997

For billing questions please contact:  
Beaumont  
409-861-5000

COMMERCIAL LOANS      6/17/19

Acct No      790154      Beaumont      Branch      028

Beginning Balance      2000000.00      Ending Balance      2000000.00

Interest Paid YTD      37333.33

- - - - - Current Period Transactions - - - - -

Eff Date Description	Principal	Interest	Escrow	Other
6/04/19 REGULAR PAYMENT		.00		.00
	6027.78			.00

- - - - - End of Statement - - - - -

000000 TABLOAN0061820190021

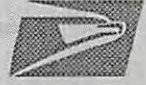


000000 TABLOAN0061820190021



Pd June 14 2019

RECEIVED  
JUN - 5 2019



WEBBATS BAT710B1

**P.O. Box Service Fee Notice**  
**WINNIE**  
324 HIGHWAY 124, WINNIE, TX 77665  
(409) 296-4475

WINNIE STOWELL HOSPITAL DISTRICT  
PO BOX 1997  
WINNIE, TX 77665

Date of Notice: 06/03/2019  
Box# 1997  
6 Months: \$27.00  
12 Months: \$54.00  
Due Date: 06/30/2019

Dear WINNIE STOWELL HOSPITAL DISTRICT:

This is a friendly reminder that your Post Office Box or Caller Service renewal fee is due. If you have already paid this fee, please disregard this notice and thank you for your continued business with the United States Postal Service. If you have not yet submitted your payment, please do so now.

For your convenience, you can sign up at [www.usps.com/poboxes](http://www.usps.com/poboxes) and renew or manage your PO Box online. You can use your credit card to make a one-time payment or sign up for automatic payments so you never miss a due date. You can also renew your PO Box at any one of our Self-Service Kiosks located at select Post Offices nationwide. Go to [www.usps.com/locator/welcome.htm](http://www.usps.com/locator/welcome.htm) and look for Self-Service Kiosks to find a location near you.

As always, payments can be made at the Post Office or mailed to the attention of the Postmaster at the address indicated above. Please make checks or money orders payable to the US Postal Service and include your PO Box number and ZIP Code. If paying by mail, a receipt will be delivered to your PO Box.

Note: Caller Service may only be paid in person or by mail unless enrolled in Enterprise PO Box Online (EPOBOL). (Enroll at <https://postalpro.usps.com/EPS> under the "Quick Links" section). Please be sure to include this notice with your remittance. Caller Service receipts will be provided at the caller service pickup window.

If your payment is not received by the due date, access to your PO Box will be blocked and caller services will be limited. If we have not received your payment by the 10th day after the due date, your PO Box service will be terminated, incoming mail will be returned to the sender, and, in addition to any unpaid monthly PO Box fees, you will be charged a handling fee to reopen your box. To avoid this inconvenience, we encourage you to renew on time.

As a reminder, your account information must be current. If your physical address or other pertinent information has changed since you applied for your PO Box, please ask a Sales and Service Associate at your Post Office to update the filed copy of your PS Form 1093, *Application for Post Office Box Service*.

To update your information for Caller Service, you can ask a Sales and Service Associate to update the PS 1093-C, *Application for Caller Service*.

You are a valued customer and we appreciate your business. Thank you,

POSTMASTER, WINNIE

# Exhibit “C”



**COST PER IMAGE AGREEMENT**

AGREEMENT NO.:

**CUSTOMER ("YOU" OR "YOUR")**

FULL LEGAL NAME: **STATE OF TEXAS DBA WINNIE-STOWELL H**

ADDRESS: **538 Broadway Winnie, TX 77665**

**EQUIPMENT AND PAYMENT TERMS**  SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE PER MACHINE (IF NOT CONSOLIDATED)		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
HP E57540dn	<input type="checkbox"/>			3,000	100	0.011	0.075
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE (IF CONSOLIDATED)							

EQUIPMENT LOCATION: **As Stated Above** METER FREQUENCY: **Monthly**  
 TERM IN MONTHS: **63** MONTHLY BASE PAYMENT AMOUNT\*: **\$168.14** (\*PLUS TAX) PURCHASE OPTION: **Fair Market Value**  
 SECURITY DEPOSIT:

**CONTRACT**

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

**CUSTOMER'S AUTHORIZED SIGNATURE**

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

**(As Stated Above)**  **Sherrie Norris** Administrator June 28, 2019  
 CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

**OWNER ("WE", "US", "OUR")**

**Function4** OWNER SIGNATURE PRINT NAME & TITLE DATE  
 12560 Reed Rd Ste 200 Sugar Land, TX 77478

**UNCONDITIONAL GUARANTY**

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by us or our assignee related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authorize(s) obtaining credit reports.

SIGNATURE: **X** INDIVIDUAL: DATE:  
 SIGNATURE: **X** INDIVIDUAL: DATE:

**CERTIFICATE OF DELIVERY AND ACCEPTANCE**

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.  
 SIGNATURE: **X** NAME AND TITLE: DATE:



**ADDITIONAL TERMS AND CONDITIONS**

**AGREEMENT.** You want us to provide you the equipment referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of \$89.50 (or \$99.50 if the total sum of payments exceeds \$75,000). If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default.

**NET AGREEMENT.** THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

**IMAGE CHARGES AND OVERAGES.** You are entitled to make the total number of images shown under Image Allowance Per Machine (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

**SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

**SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**LIMITATION OF WARRANTIES.** EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

**ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

**LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

**INSURANCE.** You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

**TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

**END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional three-month period under the same terms unless a) you provide us written notice, at least 90 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

**DEFAULT AND REMEDIES.** If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

**UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.



## Advantage CPP Maintenance Agreement

<b>Sold To: (legal name)</b>		<b>Ship To:</b>	
Name: STATE OF TEXAS DBA WINNIE-STOWELL H Account Number: _____		Name: _____ Account Number: _____	
Contact Name: <u>Sherrie Norris</u>		Street Address: <u>538 Broadway</u>	
Phone Number: <u>(409) 296-1003</u>		City: <u>Winnie</u> State: <u>TX</u> Zip: <u>77665</u>	
Street Address: <u>538 Broadway</u>			
City: <u>Winnie</u> State: <u>TX</u> Zip: <u>77665</u>			

<b>Tax Exemption</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Certificate required)	Tax Exemption Number: _____
<b>PO Required</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy required)	PO Number: _____ PO Expiration Date: _____

**Advantage CPP Maintenance Plan**

<b>Cost Per Page</b> <input checked="" type="checkbox"/> With Supplies <input type="checkbox"/> Maintenance Only - Supplies Purchased Separately	<b>Effective Date:</b> _____
<b>Billing Cycle for CPP contract:</b> <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	<b>Contract Term (Months):</b> <input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input checked="" type="checkbox"/> 63
<b>Billing Cycle for Excess Copies:</b> <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	<b>Digital Support Services</b> <b>OPT OUT</b> _____

Product Covered Under Contract:								
Item	Model Description	Serial Number	Type	Start Meter Read	Mo. Base Allowance	CPP	Monthly Base \$	Overage CPP
1	HP E57540dn Color LaserJet Managed MFP		C		100	\$ 0.07500	\$ -	\$ 0.07500
			B/W		3,000	\$ 0.01100	\$ -	\$ 0.01100
2			C				\$ -	\$ -
			B/W				\$ -	\$ -
3			C				\$ -	\$ -
			B/W				\$ -	\$ -
4			C				\$ -	\$ -
			B/W				\$ -	\$ -
5			C				\$ -	\$ -
			B/W				\$ -	\$ -
6			C				\$ -	\$ -
			B/W				\$ -	\$ -

**Comments**  
Customer will receive the first 5,000 copies for free.

**Customer's signature below acknowledges receipt and consent to Function4 Advantage Maintenance Terms and Conditions. Not binding on Function4 until signed by Function4 Manager.**

Customer Name: <u>Sherrie Norris</u>	Function4 Representative: <u>Amy Duhon</u>	Date: _____
Signature: _____ <small>Please Print DocuSigned by: Sherrie Norris 43395D67E6FF4E9...</small>	Function4 Manager: _____	Date: _____
Title: <u>Administrator</u>	Date: <u>June 28, 2019</u>	

**FOR INTERNAL USE**

<input type="checkbox"/> New Customer	<input type="checkbox"/> Maintenance w/ Equipment Order	<input type="checkbox"/> Maintenance Only	<input type="checkbox"/> Maintenance Billed by Function-4	<input type="checkbox"/> Maintenance Billed with Lease	<input type="checkbox"/> Dealer Serviced
Agreement #:	_____				
Price Plan #:	_____				
Subfleet #:	_____				

Key Operator Contact: _____	Phone: _____	Email Address: _____
Meter Read Contact: _____	Phone: _____	Email Address: _____
Accounts Payable Contact: _____	Phone: _____	Email Address: _____

<b>Special Instructions:</b>	Additional Documents Attached:
	<input type="checkbox"/> Price Exception <input type="checkbox"/> Tax Exempt Certificate <input type="checkbox"/> Purchase Order <input type="checkbox"/> Credit Application



**MAINTENANCE AGREEMENT TERMS AND CONDITIONS**

1. **DEFINITION AND INCORPORATION.** The term "Maintenance Agreement" as used herein shall mean the Advantage CPP Maintenance Agreement for service and maintenance of the Equipment that is the subject of a Maintenance Agreement, along with these Terms and Conditions. Customer (specified on the reverse side hereof) and Function 4, LLC ("Function 4") agree that these Terms and Conditions are incorporated by reference into the Advantage CPP Maintenance Agreement to which they are attached as well as all purchase orders and invoices between Customer and Function 4 concerning the Equipment which is the subject of a Maintenance Agreement.

2. **INSTALLATION.** Certain Equipment must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operator Manual. Customer shall ensure that the Equipment is placed in an area that conforms to the manufacturer's specifications and requirements and will bear all cost and expense required for installation such as telephone and electrical wiring, remodeling, noise and power filters, and electrical work external to the equipment.

3. **CPP with Supplies.** If Customer selects the Cost Per Page ("CPP") with Supplies Option on the Maintenance Agreement and pays the applicable charge for the Maintenance Agreement, Function 4 will perform maintenance cleaning and make inspections, adjustments and repairs, and replace defective parts for the Equipment without additional charge to Customer, provided such calls are made during Normal Business Hours (as defined in paragraph 8, below). Function 4 will furnish the following supplies, to be delivered at accepted intervals in quantities as usage history dictates as determined by Function 4 and additional deliveries as required: Toner, Developer, Drums or Photoconductor, Filter Change, Fuser Oil, Webs. CPP with Supplies does not include paper, labels, staples or transparencies of any kind. Function 4 reserves the right to charge Customer for shipping and handling charges incurred by Function 4 for the delivery of any Consumable Supplies delivered to the Customer. Function 4 agrees to train Customer personnel in the use of the Equipment at reasonable times. At times, other than any anniversary or renewal dates as described in paragraph 12, Function 4 shall have the right under this Maintenance Agreement to increase the CPP rate upon thirty (30) days written notice to Customer.

4. **EXCESS COPIES.** The initial term of this Maintenance Agreement is based on anticipated customer usage as stated in "Base Allowance" on the face of the Maintenance Agreement (the "Initial Term"). Base Allowance copies are accumulated from the initial meter read. Customer shall provide Function 4 with meter readings on the last day of each month and/or when requested by Function 4. Each 8½" x 11" copy will be recorded as a single meter click. Each 11" x 17" copy will be recorded as a double meter click. Duplexed copies shall be counted at twice the rate of simplex copies. For models equipped with banner printing capabilities, the following meter click charges shall apply: 18" to 27" = 3 clicks; 27" to 36" = 4 clicks; 36" to 47" = 5 clicks. Function 4 reserves the right to conduct on-site inspections and meter readings to verify the accuracy of meter readings at any time and to substitute, in its sole and absolute discretion, its own readings for the Customer's readings. Customer agrees to provide Function 4 access to the Equipment during Normal Business Hours to perform such inspections and meter readings. Further, if Customer does not provide Function 4 with meter readings on the last day of the month, Function 4 shall be entitled to estimate the meter reading and Customer agrees to accept such estimated reading. Should the Base Allowance be exceeded prior to expiration of any applicable billing cycle, Customer agrees to pay the current excess copy charge for each copy in excess of the Base Allowance. Invoices for excess copies will be tendered either monthly, quarterly, semi-annually or annually as determined by Function 4.

5. **PAYMENT; SUSPENSION OF SERVICE.** Customer agrees to pay, by check made payable to Function 4 or by credit card, all invoices rendered for services performed and/or parts installed on Equipment within 30 days from the date of the invoice. Function 4 does not accept cash payments. If any part of any payment due to Function 4 hereunder is more than five (5) days past due, Customer agrees to pay a late charge equal to 10% of the past due amount to cover Function 4's administrative costs occasioned by said late payment. Customer agrees that amounts not timely paid shall bear interest at the rate of 1.5% monthly (18% per annum), or at the maximum rate allowed by law, whichever is less. Without waiver of any other rights hereunder, Function 4 shall have the right to discontinue service in the event Customer becomes delinquent in payment.

6. **CUSTOMER CHANGES.** Function 4 reserves the right to assess additional charges and/or terminate services in the event the Customer implements any changes, alterations, attachments or additions that make it more expensive or impractical for Function 4 to provide service to Customer or the Equipment.

7. **CPP Maintenance Only.** If Customer selects the CPP Maintenance Only Option on the Maintenance Agreement, Function 4 will provide such maintenance service as is necessary to maintain the Equipment in good operating condition, including replacement of parts which have broken or worn out through normal use. This Maintenance Agreement covers all routine, remedial and preventative maintenance service. This Maintenance Agreement does not include Consumable Parts or Consumable Supplies. Consumable Parts are photoreceptor drum (imaging units, drum cartridges, masters) and fuser unit cleaner/lubricants (fuser webs, cleaning rollers, wicks, belts, fuser oil). Consumable Supplies are: toner, developer, filters, paper, preventative maintenance kits, print wheels, ribbons, ink cartridges, staples, and waste toner bags/receptacles. If Customer uses parts or suppliers other than Function 4 Consumable Parts and/or Consumable Supplies, and if such parts or supplies are defective or not adaptable to use on the Equipment resulting in unnecessary service calls (chargeable item), service problems, or unacceptable copy quality, then Function 4 may terminate this Maintenance Agreement and the unused portion of any fee refunded is in Function 4's sole and absolute discretion. In the event Function 4 so terminates this Maintenance Agreement, Customer will be offered continuing service from Function 4 at published hourly rates, subject to change without notice. The Operator Manuals for each piece of Equipment define specific operator responsibilities. Performance of normal operator functions as described in the Operator Manuals are Customer's responsibility, are not included in this Maintenance Agreement, and are subject to additional charges at established Function 4 rates then in effect. Customer agrees to exercise proper care of the Equipment. This Maintenance Agreement does not cover service calls caused by user error, misuse or abuse, nor does it cover software and/or network printing configuration or related issues, and such services will be subject to additional charges at established Function 4 rates then in effect.

8. **BUSINESS HOURS FOR SERVICE.** All services provided hereunder are available only during Function 4's Normal Business Hours, which is hereby defined to consist of 8:00 am to 5:00 pm Central Time, Monday through Friday, exclusive of Function 4 holidays and subject to change by Function 4. At Customer's request, Function 4 may render service outside of normal business hours, subject to availability of personnel and additional charges at established Function 4 rates then in effect.

9. **RETAINED TITLE.** Title to all supplies furnished in connection with the Maintenance Agreement, including consumable parts such as drums, remains in Function 4 until said supplies are consumed to the extent that they may not be further utilized in the copy making process. In the event of Customer default or cancellation of this Maintenance Agreement, all such supplies and consumable parts shall be returned to Function 4 on demand. Additionally, Function 4 reserves the right to charge Customer a prorated amount for any unused portion of drum remaining pursuant to Function 4's standard formula for such prorated amount.

10. **AVAILABILITY OF SUPPLIES.** Function 4 Customer Service Engineers do not carry or deliver Consumable Supplies (toner and paper). It is Customer's responsibility to purchase and have the necessary supplies available for Customer Service Engineer's use.

11. **RECONDITIONING.** When a shop reconditioning is necessary, or the manufacturer's life expectancy of the Equipment has been exceeded, and normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Function 4 will submit to Customer a cost estimate of needed repairs which will be in addition to ordinary maintenance/service charges. If Customer does not authorize such work, Function 4 may refuse to renew this Maintenance Agreement for such unit, and/or refuse to continue providing service to such unit under this Maintenance Agreement, furnishing service only on a "Per Call" basis.

12. **NETWORK INTEGRATION.** If Network Integration services are provided by Function 4, Customer warrants that the Function 4 Digital Needs Analysis ("DNA") has been accurately completed and Function 4 may rely on the information contained in the DNA in providing network integration services. Function 4 reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).

13. **SYSTEM MONITORING.** Function 4 will deploy and enable its Meter Agent, which is a Device Relationship Management (DRM) system that interacts with Function 4 product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status (and as described in Function 4's DNA). Should Customer opt-out of utilizing System Monitoring, Function 4 reserves the right to assess an incremental invoicing fee on Customer not to exceed \$25 per invoice.

14. **DIGITAL SUPPORT SERVICE (DSS).** Unless the Customer opts-out of DSS, Function 4 shall provide Customer with DSS, for a fee of \$9.95 per month per device covered under this Maintenance agreement billed with the base billing cycle. DSS provides remote Help Desk Support which includes troubleshooting network connectivity issues, network print, scan and fax resolution, print/fax driver updates, installation of additional print/fax drivers and installation of additional scan/fax destinations.

15. **AUTOMATIC RENEWAL.** This Maintenance Agreement shall be automatically renewed without any notice from Function 4 or Customer upon expiration of the Initial Term for successive renewal terms, on a year-to-year basis at Function 4's maintenance rates in effect at the time of applicable renewal, but in no case, will the renewal exceed a 15% price increase over the prior term.

16. **CANCELLATION OF SERVICE.** Cancellation of the Maintenance Agreement at the conclusion of the Initial Term or any renewal term may be accomplished by either party by providing written notice of such cancellation no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Function 4 may cancel this Maintenance Agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if Customer at any time is in breach of any term or condition contained herein. Function 4 may apply any refund due to the satisfaction of any past due invoices for any other product or service. Should this Maintenance Agreement be cancelled by Customer, Function 4 will not issue any refund for the unused portion.

17. **LIQUIDATED DAMAGES.** In the event of Customer default or voluntary termination, Customer promises to pay to Function 4 the following amounts as liquidated damages (and not as a penalty); (a) During the first six (6) months of the initial term, six (6) times the Average Monthly Charge; (b) At any time thereafter, the lesser of the remaining amount owed or three times the monthly charge. In the event Customer is in default of any obligation under this agreement, and remains in default for seven (7) days after notice thereof, Function 4 may cancel this agreement and collect damages according to the foregoing formula.

18. **NO WAIVER.** Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by Function 4 does not constitute a waiver of such rights by Function 4, or in any way prevent Function 4 from enforcing such rights, or any other rights hereunder, at a later time.

19. **ENTIRE AGREEMENT.** The Maintenance Agreement and, if applicable, the Equipment Order, in the event Customer has elected to acquire the Equipment from Function 4, constitutes the entire agreement between Customer and Function 4 related to the maintenance of the Equipment, and any and all prior negotiations, agreements (oral or written), proposals (oral or written), understandings and/or communications between the parties relating to this Maintenance Agreement are hereby superseded.

20. **NO INDUCEMENTS.** Customer represents and warrants that no promise, agreement or inducement, whether written or oral, which is not herein expressed has been made to Customer in executing this Equipment Order and that Customer is not relying on any statement or representation, written or oral, which is not expressly set forth herein as an inducement to the execution of this Equipment Order.

21. **NO MODIFICATION OF TERMS.** Customer expressly acknowledges and agrees that these terms and conditions may not be varied, modified, or changed except by written agreement executed by a duly authorized representative of Function 4, and that this Maintenance Agreement cannot be modified by course of performance or course of dealing. No sales or service personnel, including but not limited to, managers or supervisors, have any authority to override this provision.

22. **AUTHORITY.** Customer and Function 4 each represent and warrant that their respective signators to the Maintenance Agreement have been duly authorized to enter into this Maintenance Agreement by them.

23. **LIMITATION ON LIABILITY.** Under no circumstances shall Function 4 be responsible to Customer for any indirect, special or consequential loss or damage, however caused, arising out of this Maintenance Agreement or services provided under this Maintenance Agreement. Function 4's liability in case of nonperformance or breach of this Maintenance Agreement shall not exceed the amount of money which Customer has paid to Function 4 pursuant to this Maintenance Agreement.

24. **INDEMNITY.** CUSTOMER SHALL INDEMNIFY FUNCTION 4 AGAINST AND HOLD FUNCTION 4 HARMLESS FROM AND AGAINST ANY AND ALL FUTURE LOSS, COST, EXPENSE AND LIABILITY OF WHATEVER KIND, TYPE OR NATURE, INCLUDING THOSE BROUGHT BY THIRD PARTIES, ARISING OUT OF OR RELATING TO THIS MAINTENANCE AGREEMENT. In the event of an indemnified claim hereunder, Function 4 agrees to present such indemnified claim in writing to Customer promptly and to timely furnish Customer all evidence, witnesses and other reasonable assistance requested to defend against any such indemnified claim.

25. **DISCLAIMER. CUSTOMER TAKES THE EQUIPMENT "AS IS" AND FUNCTION 4 MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY.** Function 4 expressly disclaims any duty as insurer of the Equipment and Customer shall pay for all costs of repair and parts or replacement of the Equipment made necessary by, but not limited to, loss or damage through accident, abuse, misuse, theft, fire, water, causality, natural force or any other negligent act of Customer or Customers' agents and/or service performed by non-Function 4 personnel. Function 4 will not assume any liability for any conditions arising from electrical circuitry external to the Equipment and Equipment Line Cord, nor is any external electrical work covered under this agreement.

26. **ATTORNEYS FEES; COSTS.** In the event Customer defaults under this Maintenance Agreement, or if any other dispute arises hereunder requiring Function 4 to refer said matter to an attorney and/or to initiate, or defend, any court action in any way related to this Maintenance Agreement, Customer agrees to pay Function 4's reasonable attorneys' fees and all costs resulting from such action.

27. **CHOICE OF LAW AND FORUM SELECTION CLAUSE.** Customer hereby covenants and agrees that any and all disputes arising out of or in connection with this Maintenance Agreement shall be interpreted and construed in accordance with the laws of the State of Texas. This Maintenance Agreement is entered into and performable in the State of Texas. Customer hereby covenants and agrees that exclusive venue and jurisdiction of any action brought regarding this Maintenance Agreement and any and all disputes with Function 4 shall lie with any state or federal court of competent jurisdiction in Harris County, Texas.

28. **WAIVER OF JURY TRAIL. CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS MAINTENANCE AGREEMENT.**

29. **NOTICE.** Any notice or other communication given or required in connection with this Maintenance Agreement shall be in writing, and shall be given by certified or registered mail, postage prepaid, return receipt requested. If sent to Function 4, said notice shall be sent to the registered agent for Function 4 in the state in which the transaction arose, or to Function 4, Attention: William Patsouras, 12560 Reed Rd., Suite 200, Sugar Land, Texas 77478, or such other address as Function 4 may hereafter designate in writing. If to Customer, the notice shall be sent to Customer at the address specified on the reverse side hereof, or such other address which may be specified by Customer in writing to Function 4.

30. **FAIR NOTICE. CUSTOMER HEREBY AGREES THAT ANY LANGUAGE IN THIS MAINTENANCE AGREEMENT THAT IS IN ALL CAPITAL LETTERS AND/OR BOLD-FACE TYPE AND IN PARAGRAPHS 17, 23, 24, 25, 28 AND THIS PROVISION ARE CONSPICUOUS AND THAT CUSTOMER HAS BEEN GIVEN FAIR NOTICE OF ALL TERMS AND CONDITIONS OF THIS MAINTENANCE AGREEMENT.**

31. **AFFIRMATIVE ACTION.** Function 4 and all vendors and/or subcontractors are obligated to and do, to the best of Function 4's knowledge comply with the EEO clause at 41 CFR 60.1.4(a) and The Affirmative Action Clauses at 250.4(a) and 741.4(a).

## Advantage CPP Maintenance Agreement Addendum - Additional Equipment

**Sold To:**  
 Name: Winnie Stowell Hospital District Account Number: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Ship To:**  
 Name: \_\_\_\_\_ Account Number: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### ADDENDUM TO ADVANTAGE CPP MAINTENANCE AGREEMENT

**Product Covered Under Agreement:**

Item	Model Description	Serial Number	Type	Start Meter Read	Monthly Base Allowanc	CPP	Monthly Base \$	Overage CPP
7			C				\$ -	\$ -
			B/W				\$ -	\$ -
8			C				\$ -	\$ -
			B/W				\$ -	\$ -
9			C				\$ -	\$ -
			B/W				\$ -	\$ -
10			C				\$ -	\$ -
			B/W				\$ -	\$ -
11			C				\$ -	\$ -
			B/W				\$ -	\$ -
12			C				\$ -	\$ -
			B/W				\$ -	\$ -
13			C				\$ -	\$ -
			B/W				\$ -	\$ -
14			C				\$ -	\$ -
			B/W				\$ -	\$ -
15			C				\$ -	\$ -
			B/W				\$ -	\$ -
16			C				\$ -	\$ -
			B/W				\$ -	\$ -
17			C				\$ -	\$ -
			B/W				\$ -	\$ -
18			C				\$ -	\$ -
			B/W				\$ -	\$ -
19			C				\$ -	\$ -
			B/W				\$ -	\$ -
20			C				\$ -	\$ -
			B/W				\$ -	\$ -
21			C				\$ -	\$ -
			B/W				\$ -	\$ -
22			C				\$ -	\$ -
			B/W				\$ -	\$ -
23			C				\$ -	\$ -
			B/W				\$ -	\$ -
24			C				\$ -	\$ -
			B/W				\$ -	\$ -
25			C				\$ -	\$ -
			B/W				\$ -	\$ -
26			C				\$ -	\$ -
			B/W				\$ -	\$ -
27			C				\$ -	\$ -
			B/W				\$ -	\$ -
28			C				\$ -	\$ -
			B/W				\$ -	\$ -
29			C				\$ -	\$ -
			B/W				\$ -	\$ -
30			C				\$ -	\$ -
			B/W				\$ -	\$ -

This page is a continuation of the Advantage CPP Maintenance Agreement dated \_\_\_\_\_ between Function4 and Customer.

Customer Signature:  \_\_\_\_\_  
43395D67E6FF4E9...

Function4 Representative: \_\_\_\_\_



# Networking and Software Acknowledgement Form

Date <b>6/11/19</b>
Customer #

Company <b>STATE OF TEXAS DBA WINNIE-STOWELL H</b>		Sales Rep <b>Amy Duhon</b>	
Address <b>538 Broadway</b>		City <b>Winnie</b>	State <b>TX</b> Zip <b>77665</b>
Key Contact <b>Sherrie Norris</b>		<del>(936)</del> 96-1003 X	Email <b>sherrie@wshd-tx.com</b>
IT Contact <b>same as above</b>		On-Site <input type="checkbox"/>	<del>(936)</del> 96-1003 X Email <b>sherrie@wshd-tx.com</b>

## Power Requirements

<b>15A / 120V</b>  NEMA: 5-15R Volts: 120V AC Amps: 15A	<input checked="" type="checkbox"/>	<b>20A / 120V</b>  NEMA: 5-20R Volts: 120V AC Amps: 20A	<input type="checkbox"/>	<b>20A / 208V</b>  NEMA: 6-20R Volts: 208-240V AC Amps: 20A	<input type="checkbox"/>	<b>30A / 250V</b>  NEMA: L6-30R Volts: 250V AC Amps: 30A	<input type="checkbox"/>
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All products require power filters, which prolong equipment life and improve image output consistency.

### Power Requirement Acknowledgement

Customer acknowledges power requirements for the equipment and agrees to provide a proper electrical supply and receptacles for required outlet(s) checked in boxes. A dedicated outlet is recommended for any multifunction device, accessory, or print controller to minimize potential problems caused by voltage fluctuations.

**I have read and acknowledge** the above information to be accurate and understand the power requirements needed for the installation of my leased/purchased Function4 equipment. Initial **Sn**

### Networking Acknowledgement

Function4 will provide software and drivers for the equipment described in this document and will be responsible for installing said software on **5 workstations**. Additional installations are \$40 per workstation. If the listed network configuration changes after the initial installation and those changes require Function4 equipment to be re-configured, these services are chargeable. Ultimately, the customer is responsible for providing a functional network and associated hardware for the system connectivity. Function4 may require the assistance of the customer's network support staff, consultant, or contractor to complete the install. The customer is solely responsible for these costs. Any work or changes outside this scope of work may be subject to additional charges. Sensitive user IDs/passwords are not required on this submission but they must be available to the Function4 technician at time of install to avoid a chargeable return visit.

**I have read and acknowledge** the above information to be accurate and understand the required hardware/software needed for the installation of my leased/purchased Function4 equipment. Initial **Sn**

### Non-Networked Acknowledgement

**Customer declines to have Function4 connect their equipment to a network at this time.** The customer understands that network installation performed by Function4 at a later date may be a chargeable service. Network connectivity may require an additional purchase of a print controller from Function4. Standard print drivers will be provided to customer's IT agent. Initial **Sn**

### FMAudit Acknowledgement *(Please see your sales representative for additional information)*

FMAudit is Managed Print Services software that interacts with the Function4 product(s) to be installed and will permit web-based communication between my organization's networked print devices and the FMAudit Server for the purpose of automated meter reading. All services provided by this system fall under the Terms and Conditions in the Maintenance Agreement between Function4 and Customer. Initial **Sn**

### Remote Access Installation/Support

Function4 may choose to provide installation and remedies using web-based remote support in cooperation with customer personnel onsite. Permission to access the customer network using this process is always obtained prior to each incident. Customer agrees to work with Function4 support personnel by this method whenever convenient for both parties. Initial **Sn**

Customer Signature	Printed or Typed Name <b>Sherrie Norris</b>
Title <b>Administrator</b>	Date <b>June 28, 2019</b>

**\*\*Expect a call from our IT Helpdesk to install drivers and connect remotely prior to installation\*\***

**Scanning**

- Scan to Email
  - Address book in Excel
- Scan to Folder
  - Address book in Excel
- Faxing
  - Address book in Excel

- Fax Forwarding
  - Email  Folder
- Scan to Cloud Server
  - Email  Folder
- LDAP
- Pin Point (Kyocera only)

**Security**

- Account Tracking
- Physical Security
  - Biometric Sensor  Access Device
- Ports to be closed

- User Authentication
- Secure Print (KM or Sharp Only)

\_\_\_\_\_

\_\_\_\_\_

**Networking Connection Type**

- Wired
- Apple Talk
- Cloud Networking
- Wireless Bridge

- Wireless
- Bonjour
- Air Print

**Replacing Equipment?**

No

Yes, list below

Model: \_\_\_\_\_

ID: \_\_\_\_\_

**Customer Expectations:** network should be programed

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Notes:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# BILLING INFORMATION

## PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for Function4 to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: Winnie-Stowell Hospital District

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

sherrie@wshd-tx.com

**\*YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM  
Subject line will read: Your Lease Direct Invoice is ready to view online!**

Billing Address: PO Box 1997

Winnie, Texas 77665

Attention: Sherrie

Telephone Number: 409-296-1003

FEDERAL ID#: 611500560

### SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice?  Yes  No

**If yes, please provide the PO# \_\_\_\_\_ and attach a copy of the purchase order (front & back) for our file.**

Is a new purchase order required for each new fiscal period?  Yes  No

If yes, provide month/year PO expires \_\_\_\_\_

Do you have multiple contracts, and would like them all billed on one invoice (Summary Billing)?  Yes  No

Are you tax exempt? **If yes, please attach a copy of exempt certificate or direct pay permit.** Yes, I will send it later.  Yes  No

Do you require any special information to establish a vendor number for Function4?  Yes  No

If yes, please advise: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

If this box is checked, proof of insurance is mandatory, please provide your information below or refer to your insurance check list.

### INSURANCE INFORMATION

Insurance Agent: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

This form completed by: \_\_\_\_\_

Sherrie Norris

DocuSigned by:  
*Sherrie Norris*  
(Name and Title)

Administrator

17ANC007



## Certificate Of Completion

Envelope Id: 77A4DD7949274C4A8993DA20067A8EEC	Status: Sent
Subject: ACTION REQUIRED: Financing package for STATE OF TEXAS DBA WINNIE-STOWELL H App# FTD- 13567	
Application Number: FTD- 13567	
Program Name: Function4	
Is This a Test or Production Envelope?: Production Transaction	
ISR: Villarreal,Burt	
Source Envelope:	
Document Pages: 12	Signatures: 6
Certificate Pages: 4	Initials: 5
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Dusti Hetzel
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	1111 Old Eagle School Rd
	Wayne, PA 19087
	DHetzel@function-4.com
	IP Address: 12.39.139.230

## Record Tracking

Status: Original	Holder: Dusti Hetzel	Location: DocuSign
6/27/2019 9:53:26 AM	DHetzel@function-4.com	

## Signer Events

Dusti Hetzel  
dhetzel@function-4.com  
OT Wayne  
Security Level: Email, Account Authentication (Optional)

## Signature



Signature Adoption: Pre-selected Style  
Using IP Address: 12.39.139.230

## Timestamp

Sent: 6/27/2019 10:00:54 AM  
Viewed: 6/27/2019 10:01:24 AM  
Signed: 6/27/2019 10:01:39 AM

### Electronic Record and Signature Disclosure: Not Offered via DocuSign

Amy Duhon  
aduhon@function-4.com  
Security Level: Email, Account Authentication (Optional)



Signature Adoption: Drawn on Device  
Using IP Address: 99.203.26.84  
Signed using mobile

Sent: 6/27/2019 10:01:43 AM  
Viewed: 6/27/2019 11:52:53 AM  
Signed: 6/27/2019 11:53:23 AM

### Electronic Record and Signature Disclosure: Accepted: 6/27/2019 11:52:53 AM ID: 33a75e78-6806-46c2-88a7-f72692567d33 Company Name: Function 4

Sherrie Norris  
sherrie@wshd-Tx.com  
Administrator  
Security Level: Email, Account Authentication (Optional)



Signature Adoption: Pre-selected Style  
Using IP Address: 67.10.125.38

Sent: 6/27/2019 11:53:28 AM  
Viewed: 6/27/2019 1:54:54 PM  
Signed: 6/28/2019 9:40:51 AM

### Electronic Record and Signature Disclosure: Accepted: 6/21/2019 11:07:41 AM ID: 2418f82a-9ac5-40fd-b543-826f2901ba52 Company Name: Function 4

Dusti Hetzel  
DHetzel@function-4.com  
OT Wayne  
Security Level: Email, Account Authentication (Optional)

Sent: 6/28/2019 9:41:09 AM

Signer Events	Signature	Timestamp
---------------	-----------	-----------

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Paige Castolenia  
pcastolenia@function-4.com  
Security Level: Email, Account Authentication (Optional)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kyle Mast  
kmast@leasedirect.com  
Security Level: Email, Account Authentication (Optional)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kyle Mast  
kmast@leasedirect.com  
Security Level: Email, Account Authentication (Optional)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Keith Watts  
kwatts@function-4.com  
Security Level: Email, Account Authentication (Optional)  
**Electronic Record and Signature Disclosure:**  
Accepted: 3/26/2019 11:39:24 AM  
ID: f4d8a7ce-1e13-41a9-9e6b-7de15cbd2ab0  
Company Name: Function 4

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Amy Duhon  
aduhon@function-4.com  
Security Level: Email, Account Authentication (Optional)

**COPIED**

Sent: 6/28/2019 9:41:00 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/28/2019 9:41:09 AM
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Payment Events	Status	Timestamps
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## **DISCLOSURE STATEMENT**

By checking the “I consent to use Electronic Records and Signatures” box at the bottom of this Disclosure Statement, You are agreeing and acknowledging as follows:

1. You agree to do business electronically with Company (“We”, “Us” or “Our”), including without limitation signing legally binding documents (e.g. loan documents, lease documents, landlord waivers, etc., as applicable), and receive all related records (e.g. documents counter-signed by US, if applicable) and notices electronically.
2. You agree that the Electronic Signatures in Global and National Commerce Act shall be applicable.
3. You can print on paper this Disclosure Statement or save or send it to a place where You can print it, for future reference and access.

# Exhibit “D-1”



## **YOUTH COUNSELING PROGRAM**

The Winnie Stowell Hospital District is pleased to announce that it has resumed its Youth Counseling Program. Counseling services are available to any child between the ages 12-19 years old that is eligible to attend school in the East Chambers Independent School District.

This service is complimentary and offered through two (2) Licensed Professional Counselors that specialize in youth counseling. Combined, the counselors have over twenty-five (25) years of experience.

Through this program, it is the hope of the District that area adolescents be given the chance to obtain assistance, advice, and guidance as they face a wide range of challenges, such as behavioral and legal issues, substance abuse, and broken homes.

***To request an appointment for youth counseling, please contact***

**Yani Jimenez, Director**  
**409-296-1003**

*Counselors*  
Grace Nichols, LPC  
Penelope “Polly” Butler, LPC

# Exhibit “D-2”

	May				Year to Date			
<b>Clients:</b>	85							
<b>Children Counseled:</b>	13							
<b>Summary by Facility</b>	<b>Billed Amount</b>	<b>Medicaid Rate</b>	<b>% of Services</b>	<b>Actually Paid</b>	<b>Billed Amount</b>	<b>Medicaid Rate</b>	<b>% of Services</b>	<b>Actually Paid</b>
Winnie Community Hospital	\$62,420.20	\$25,592.28	33.83%	\$0.00	\$365,397.72	\$149,903.06	57.84%	\$0.00
<b>Pharmacy</b>								
Brookshire Brothers Pharmacy Corp	\$10,645.55	\$9,369.89	12.38%	\$9,369.89	\$40,110.95	\$35,931.02	13.86%	\$35,931.02
Brookshire Brothers Pharmacy Med	\$20.40	\$20.40	0.03%	\$20.40	\$79.60	\$8.50	0.00%	\$79.60
Wilcox Pharmacy	\$2,555.37	\$1,683.10	2.22%	\$1,683.10	\$11,307.77	\$7,804.56	3.01%	\$7,804.56
<b>Pharmacy Total</b>	<b>\$13,221.32</b>	<b>\$11,073.39</b>	<b>14.64%</b>	<b>\$11,073.39</b>	<b>\$51,498.32</b>	<b>\$43,744.08</b>	<b>16.88%</b>	<b>\$43,815.18</b>
<b>UTMB</b>								
UTMB Hospital	\$116,271.80	\$32,446.30	42.88%	\$32,446.30	\$175,842.85	\$52,737.59	20.35%	\$52,737.59
UTMB Physician Services	\$19,592.00	\$6,547.50	8.65%	\$6,547.50	\$38,203.00	\$12,788.79	4.93%	\$12,788.79
<b>UTMB Total</b>	<b>\$135,863.80</b>	<b>\$38,993.80</b>	<b>51.54%</b>	<b>\$38,993.80</b>	<b>\$214,045.85</b>	<b>\$65,526.38</b>	<b>25.28%</b>	<b>\$65,526.38</b>
<b>Youth Counseling</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>
<b>Grand Totals</b>	<b>\$211,505.32</b>	<b>\$75,659.47</b>		<b>\$50,067.19</b>	<b>\$630,941.89</b>	<b>\$259,173.52</b>		<b>\$109,341.56</b>

**Summary by Service Provided**

Prescription Drugs	\$13,221.32	\$11,073.39	14.64%	\$11,073.39	\$112,219.12	\$68,800.71	24.21%	\$68,800.71
WCH Clinic	\$8,875.20	\$3,638.83	4.81%	\$0.00	\$52,263.92	\$21,428.21	7.54%	\$0.00
WCH ER	\$10,779.00	\$4,419.39	5.84%	\$0.00	\$132,755.00	\$54,429.55	19.16%	\$0.00
WCH Inpatient	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Observation	\$0.00	\$0.00	0.00%	\$0.00	\$10,641.00	\$4,362.81	1.54%	\$0.00
WCH Outpatient Surgery	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
WCH Labs	\$4,863.00	\$1,993.83	2.64%	\$0.00	\$36,391.00	\$14,920.31	5.25%	\$0.00
WCH Physical Therapy	\$8,502.00	\$3,485.82	4.61%	\$0.00	\$12,233.00	\$5,015.53	1.77%	\$0.00
WCH Ultrasound	\$689.00	\$282.49	0.37%	\$0.00	\$1,378.00	\$564.98	0.20%	\$0.00
WCH Lab/Xray	\$24,798.00	\$10,167.18	13.44%	\$0.00	\$74,790.00	\$30,663.90	10.79%	\$0.00
WCH CT Scan	\$0.00	\$0.00	0.00%	\$0.00	\$5,297.00	\$2,171.77	0.76%	\$0.00
WCH Xray	\$3,914.00	\$1,604.74	2.12%	\$0.00	\$28,042.80	\$11,497.54	4.05%	\$0.00
WCH Optical Specialist	\$0.00	\$0.00	0.00%	\$0.00	\$2,920.00	\$1,197.20	0.42%	\$0.00
Lab/Xray readings	\$0.00	\$0.00	0.00%	\$0.00	\$8,686.00	\$3,561.26	1.25%	\$0.00
UTMB Outpatient	\$116,271.80	\$32,446.30	42.88%	\$32,446.30	\$175,842.85	\$52,737.59	18.56%	\$52,737.59
UTMB Anesthesia	\$2,618.00	\$1,918.00	2.54%	\$1,918.00	\$4,448.00	\$3,373.00	1.19%	\$3,373.00
UTMB Physician Services	\$16,974.00	\$4,629.50	6.12%	\$4,629.50	\$33,755.00	\$9,415.79	3.31%	\$9,415.79
Youth Counseling	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
<b>Grant Totals</b>	<b>\$211,505.32</b>	<b>\$75,659.47</b>		<b>\$50,067.19</b>	<b>\$691,662.69</b>	<b>\$284,140.15</b>		<b>\$134,327.09</b>

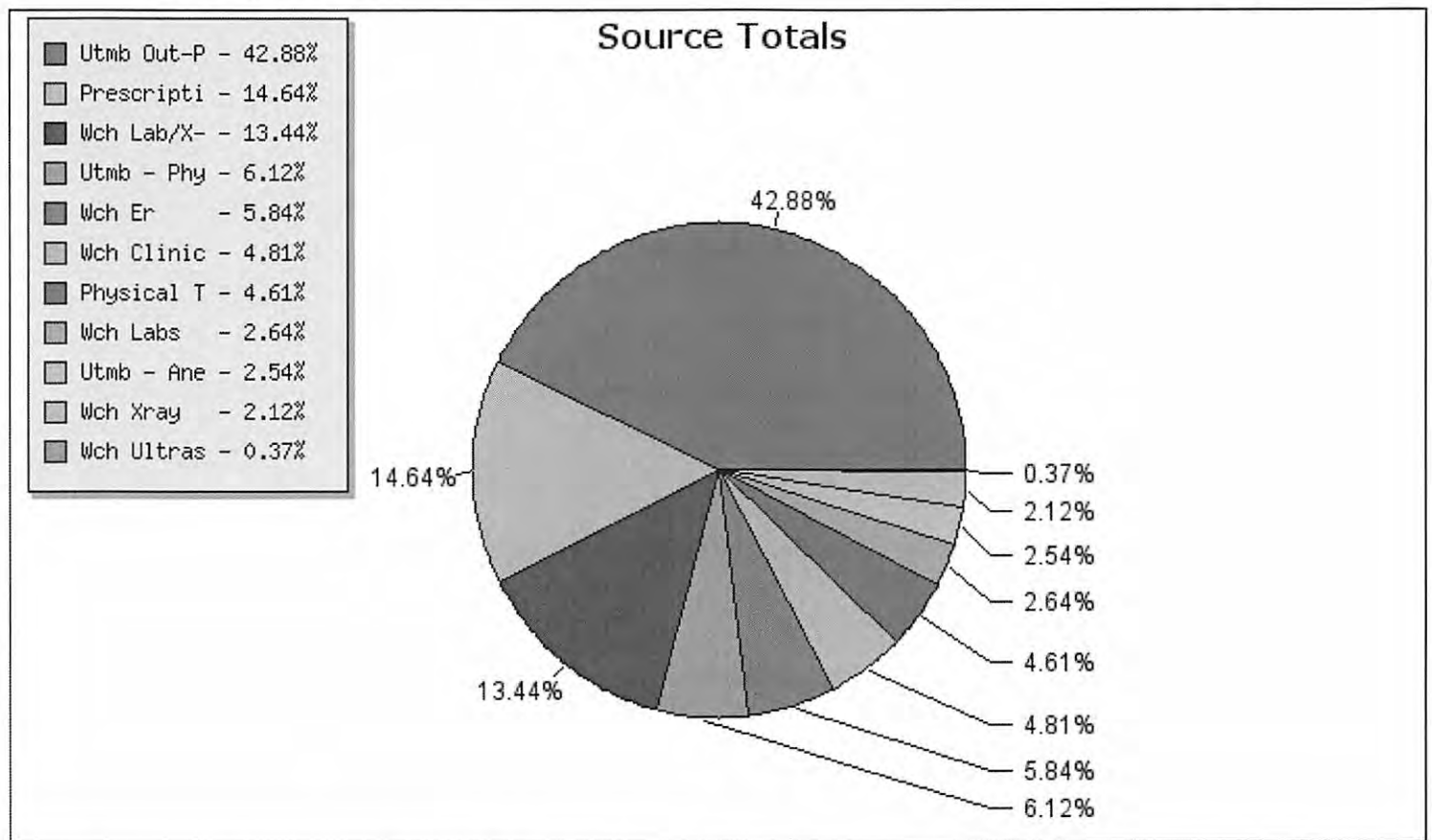


**Source Totals for Batch Dates 05/01/2019 through 5/31/19**

Utmb Out-Patient	42.88%	\$32,446.30
Prescription Drugs	14.64%	\$11,073.39
Wch Lab/X-Ray	13.44%	\$10,167.18
Utmb - Physician Services	6.12%	\$4,629.50
Wch Er	5.84%	\$4,419.39
Wch Clinic	4.81%	\$3,638.83
Physical Therapy	4.61%	\$3,485.82
Wch Labs	2.64%	\$1,993.83
Utmb - Anesthesia Services	2.54%	\$1,918.00
Wch Xray	2.12%	\$1,604.74
Wch Ultrasound	0.37%	\$282.49

**Total Expenditures**

**\$75,659.47**



**Entry Statistics for Entry Dates 05/01/2019 through 5/31/19**

Clients Entered	4
Rapid Reg. Entered	3
Vendors Entered	0
Worksheets Entered	15
Invoices Entered	82

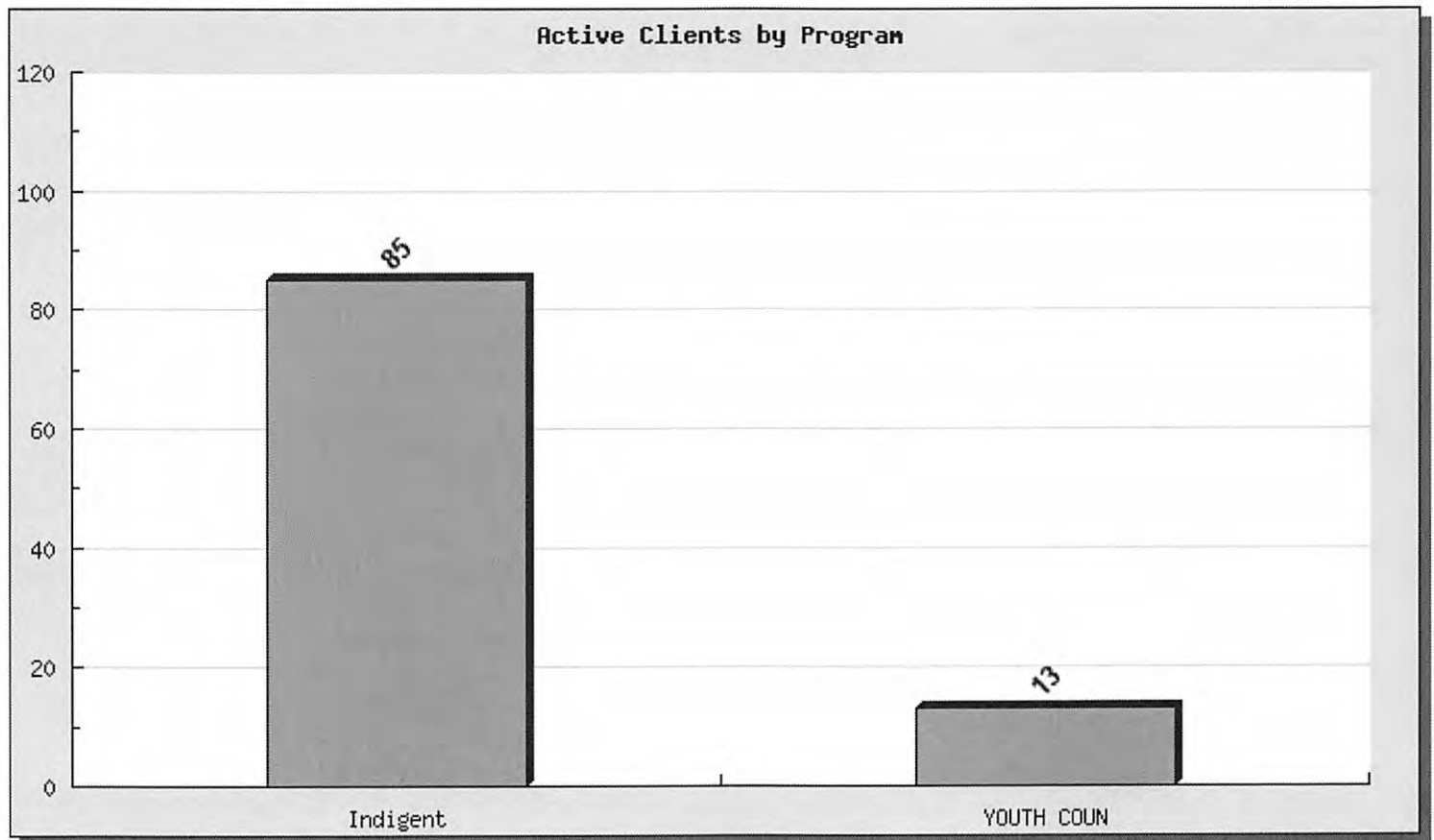
**Void Statistics for Void Dates 05/01/2019 through 5/31/19**

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

**Active Clients by Program for Eligibility Dates 05/01/2019 through 5/31/19**

Indigent	85
YOUTH COUNSELING	13

**Total Clients By Program 98**



**Appointments Scheduled by Type for Appointment Dates 05/01/2019 through 5/31/19**

New Appointment	3
Renewal	6

**Total Appointments Scheduled 9**

**Source Totals Report**  
 Winnie Stowel Hospital District Indigent Healthcare Services  
 Batch Dates 05/31/2019 through 05/31/2019  
 For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
02	Prescription Drugs	13,221.32	11,073.39
20	Physical Therapy	8,502.00	3,485.82
21	Wch Clinic	8,875.20	3,638.83
24	Wch Er	10,779.00	4,419.39
25	Wch Lab/X-Ray	24,798.00	10,167.18
27	Wch Labs	4,863.00	1,993.83
28	Wch Xray	3,914.00	1,604.74
29	Wch Ultrasound	689.00	282.49
31	Utmb - Physician Services	16,974.00	4,629.50
31-1	Utmb - Anesthesia Services	2,618.00	1,918.00
34	Utmb Out-Patient	116,271.80	32,446.30
<b>Expenditures</b>		<b>211,505.32</b>	<b>75,659.47</b>
<b>Reimb/Adjustments</b>			
<b>Grand Total</b>		<b>211,505.32</b>	<b>75,659.47</b>

**Source Totals Report Detail**

Invoice #	Source	DOS	Amount Billed	Amount Paid
036-2411*65460*1	02	05/18/2019	154.64	154.64
1011*65460*35	02	05/08/2019	49.66	45.21
1038*65460*30	02	05/22/2019	15.00	15.00
1040*18651*28	02	05/29/2019	27.67	19.81
1049*65460*26	02	05/07/2019	42.60	42.60
1066*65460*8	02	05/14/2019	42.34	42.34
1096*65460*12	02	05/17/2019	6.27	6.27
1121*65460*4	02	05/29/2019	27.05	27.05
1124*65460*6	02	05/21/2019	19.89	19.89
1127*65460*3	02	05/06/2019	6.26	5.90
1128*65460*2	02	05/09/2019	2,220.28	1,883.44
1138*65460*2	02	05/14/2019	162.76	162.76
1143*18651*1	02	05/03/2019	27.97	26.66
1144*18651*1	02	05/01/2019	44.03	21.87
036-2942*18651*90	02	05/14/2019	389.93	306.35
036-2942*18651*90	02	05/20/2019	29.75	29.75
036-2980*18651*11	02	05/08/2019	222.89	190.54
036-2980*18651*11	02	05/08/2019	210.95	182.86
036-3217*65460*33	02	05/02/2019	14.15	14.15
036-3217*65460*33	02	05/02/2019	18.01	18.01
036-3364*18651*62	02	05/20/2019	42.61	21.19
036-3364*18651*62	02	05/20/2019	23.62	12.76
1025*65460*14	02	05/02/2019	25.00	25.00
1025*65460*14	02	05/07/2019	16.81	8.89
1075*18651*15	02	05/06/2019	101.78	46.84
1075*18651*15	02	05/28/2019	429.97	201.02
1086*18651*14	02	05/23/2019	79.50	40.01
1086*18651*14	02	05/02/2019	79.50	40.01
1089*65460*5	02	05/16/2019	5.53	5.53
1089*65460*5	02	05/16/2019	26.66	26.66
1091*65460*15	02	05/03/2019	10.96	10.75
1091*65460*15	02	05/03/2019	541.00	456.05

1131*65460*3	02	05/03/2019	429.52	361.29
1131*65460*3	02	05/03/2019	26.66	26.66
1133*65460*3	02	05/10/2019	29.25	29.25
1133*65460*3	02	05/10/2019	39.69	39.69
1145*65460*1	02	05/14/2019	15.57	15.57
1145*65460*1	02	05/14/2019	15.00	15.00
1147*18651*1	02	05/08/2019	11.91	11.91
1147*18651*1	02	05/14/2019	23.43	12.67
1148*65460*1	02	05/28/2019	137.01	137.01
1148*65460*1	02	05/17/2019	12.00	12.00
1149*65460*1	02	05/28/2019	10.96	10.75
1149*65460*1	02	05/28/2019	14.47	14.47
036-2547*65460*12	02	05/03/2019	110.67	110.67
036-2547*65460*12	02	05/03/2019	31.69	31.69
036-2547*65460*12	02	05/03/2019	598.89	505.26
036-2749*65460*43	02	05/14/2019	528.83	430.55
036-2749*65460*43	02	05/14/2019	405.53	405.53
036-2749*65460*43	02	05/09/2019	68.00	60.80
036-2783*18651*96	02	05/23/2019	50.00	50.00
036-2783*18651*96	02	05/23/2019	50.00	39.84
036-2783*18651*96	02	05/23/2019	25.00	25.00
036-2815*65460*22	02	05/02/2019	54.21	54.21
036-2815*65460*22	02	05/02/2019	98.96	98.96
036-2815*65460*22	02	05/02/2019	1,114.14	943.22
036-3430*65460*2	02	05/09/2019	6.54	6.54
036-3430*65460*2	02	05/09/2019	15.00	15.00
036-3430*65460*2	02	05/09/2019	84.70	54.42
1011*1002*10	02	05/27/2019	3.40	3.40
1011*1002*10	02	05/24/2019	8.50	8.50
1011*1002*10	02	05/17/2019	8.50	8.50
1070*65460*5	02	05/22/2019	5.76	4.19
1070*65460*5	02	05/29/2019	7.18	7.18
1070*65460*5	02	05/29/2019	18.69	18.69
1098*65460*13	02	05/09/2019	27.39	27.39
1098*65460*13	02	05/09/2019	98.95	98.95
1098*65460*13	02	05/24/2019	25.67	15.67
1102*18651*7	02	05/14/2019	407.61	262.53
1102*18651*7	02	05/14/2019	97.94	47.30
1102*18651*7	02	05/14/2019	79.87	38.91
1106*65460*10	02	05/28/2019	20.18	10.58
1106*65460*10	02	05/18/2019	6.56	6.56
1106*65460*10	02	05/07/2019	12.92	12.92
1107*65460*9	02	05/08/2019	29.40	29.40
1107*65460*9	02	05/08/2019	7.12	6.18
1107*65460*9	02	05/08/2019	513.57	432.73
1110*18651*9	02	05/21/2019	75.61	36.94
1110*18651*9	02	05/21/2019	9.77	4.27
1110*18651*9	02	05/15/2019	14.06	14.06
1118*65460*5	02	05/23/2019	26.35	26.35
1118*65460*5	02	05/28/2019	32.99	32.99
1118*65460*5	02	05/02/2019	32.99	32.99
1123*65460*6	02	05/14/2019	33.29	33.29
1123*65460*6	02	05/14/2019	5.98	5.98
1123*65460*6	02	05/06/2019	377.77	317.30
1132*65460*2	02	05/13/2019	5.96	5.96
1132*65460*2	02	05/27/2019	33.29	33.29
1132*65460*2	02	05/27/2019	9.29	9.29
1134*65460*3	02	05/04/2019	85.92	69.23
1134*65460*3	02	05/04/2019	429.52	361.29

1134*65460*3	02	05/20/2019	573.83	480.55
1137*65460*3	02	05/14/2019	18.01	18.01
1137*65460*3	02	05/14/2019	5.70	5.70
1137*65460*3	02	05/14/2019	10.00	10.00
1024*65460*31	02	05/07/2019	7.67	7.67
1024*65460*31	02	05/22/2019	9.29	9.29
1024*65460*31	02	05/24/2019	8.19	7.00
1024*65460*31	02	05/24/2019	27.50	26.38
1055*65460*11	02	05/03/2019	45.66	34.80
1055*65460*11	02	05/02/2019	19.21	19.21
1055*65460*11	02	05/13/2019	19.21	19.21
1055*65460*11	02	05/13/2019	12.95	12.95
1117*65460*5	02	05/17/2019	5.54	5.54
1117*65460*5	02	05/17/2019	29.51	19.18
1117*65460*5	02	05/21/2019	6.13	6.13
1117*65460*5	02	05/21/2019	7.12	6.18
036-3432*65460*40	02	05/16/2019	27.58	27.58
036-3432*65460*40	02	05/08/2019	34.54	34.54
036-3432*65460*40	02	05/06/2019	6.08	6.08
036-3432*65460*40	02	05/06/2019	5.81	5.81
036-3432*65460*40	02	05/06/2019	36.32	36.32
1019*65460*33	02	05/01/2019	56.96	56.96
1019*65460*33	02	05/01/2019	15.84	15.84
1019*65460*33	02	05/01/2019	12.00	12.00
1019*65460*33	02	05/01/2019	12.00	12.00
1019*65460*33	02	05/01/2019	36.32	36.32
036-2458*65460*3	02	05/02/2019	6.36	6.36
036-2458*65460*3	02	05/14/2019	18.37	18.37
036-2458*65460*3	02	05/24/2019	18.37	18.37
036-2458*65460*3	02	05/27/2019	6.08	6.08
036-2458*65460*3	02	05/30/2019	6.36	6.36
036-2458*65460*3	02	05/30/2019	25.00	25.00
1046*65460*26	02	05/02/2019	13.02	13.02
1046*65460*26	02	05/02/2019	10.00	10.00
1046*65460*26	02	05/01/2019	33.77	33.77
1046*65460*26	02	05/01/2019	30.84	30.84
1046*65460*26	02	05/01/2019	36.32	36.32
1046*65460*26	02	05/01/2019	34.52	34.52
1140*65460*2	02	05/15/2019	5.90	5.90
1140*65460*2	02	05/15/2019	69.99	69.99
1140*65460*2	02	05/23/2019	20.40	20.40
1140*65460*2	02	05/09/2019	21.33	21.33
1140*65460*2	02	05/09/2019	18.01	18.01
1140*65460*2	02	05/15/2019	11.99	11.99
1141*65460*2	02	05/02/2019	28.77	24.43
1141*65460*2	02	05/02/2019	5.65	5.65
1141*65460*2	02	05/02/2019	8.94	8.94
1141*65460*2	02	05/16/2019	7.32	7.32
1141*65460*2	02	05/16/2019	5.76	4.19
1141*65460*2	02	05/16/2019	12.00	12.00
1141*65460*2	02	05/16/2019	10.96	10.75
1141*65460*2	02	05/16/2019	7.18	7.18
1141*65460*2	02	05/20/2019	14.47	14.47
1141*65460*2	02	05/16/2019	10.00	10.00

55 invoices, 145 line items

13,221.32

11,073.39

036-2458\*63057\*3 20  
036-2783\*63057\*22 20

05/15/2019  
04/01/2019

958.00  
2,554.00

392.78  
1,047.14

1111*63057*8	20	04/01/2019	1,008.00	413.28
1137*63057*3	20	05/15/2019	2,369.00	971.29
1140*63057*2	20	05/14/2019	1,613.00	661.33

**5 invoices, 5 line items**

**8,502.00**

**3,485.82**

036-3430*63057*3	21	05/09/2019	236.00	96.76
1011*63057*35	21	04/17/2019	47.20	19.35
1040*63057*11	21	05/02/2019	236.00	96.76
1098*63057*8	21	05/28/2019	113.00	46.33
1134*63057*3	21	05/20/2019	236.00	96.76
1140*63057*2	21	05/23/2019	236.00	96.76
1096*63057*14	21	05/17/2019	158.00	64.78
1096*63057*14	21	05/24/2019	158.00	64.78
1107*63057*9	21	05/08/2019	359.00	147.19
1107*63057*9	21	05/22/2019	510.00	209.10
036-2749*63057*29	21	02/02/2019	50.00	20.50
036-2749*63057*29	21	05/16/2019	236.00	96.76
1123*63057*5	21	05/14/2019	359.00	147.19
1123*63057*5	21	05/29/2019	236.00	96.76
1117*63057*5	21	05/21/2019	359.00	147.19
1024*63057*28	21	05/09/2019	236.00	96.76
1024*63057*28	21	05/24/2019	236.00	96.76
1149*63057*1	21	05/14/2019	456.00	186.96
1149*63057*1	21	05/29/2019	318.00	130.38
1145*63057*1	21	05/08/2019	356.00	145.96
1145*63057*1	21	05/14/2019	236.00	96.76
1145*63057*1	21	05/22/2019	236.00	96.76
1147*63057*1	21	05/08/2019	356.00	145.96
1075*63057*7	21	05/06/2019	236.00	96.76
1075*63057*7	21	05/21/2019	158.00	64.78
1146*63057*1	21	05/15/2019	356.00	145.96
1089*63057*8	21	05/01/2019	281.00	115.21
1089*63057*8	21	05/16/2019	240.00	98.40
1132*63057*2	21	04/30/2019	82.00	33.62
1132*63057*2	21	05/13/2019	403.00	165.23
1132*63057*2	21	05/20/2019	82.00	33.62
036-3217*63057*19	21	05/02/2019	370.00	151.70
1110*63057*4	21	05/15/2019	236.00	96.76
1131*63057*3	21	05/09/2019	236.00	96.76
1019*63057*16	21	05/01/2019	236.00	96.76

**23 invoices, 35 line items**

**8,875.20**

**3,638.83**

1128*63057*3	24	04/30/2019	4,684.00	1,920.44
1117*63057*5	24	05/16/2019	802.00	328.82
1024*63057*28	24	05/09/2019	4,321.00	1,771.61
1132*63057*2	24	05/26/2019	972.00	398.52

**4 invoices, 4 line items**

**10,779.00**

**4,419.39**

036-2749*63057*29	25	05/16/2019	3,273.00	1,341.93
1123*63057*5	25	05/29/2019	2,549.00	1,045.09
1149*63057*1	25	05/14/2019	2,941.00	1,205.81
1145*63057*1	25	05/09/2019	4,080.00	1,672.80
1147*63057*1	25	05/08/2019	2,377.00	974.57
1147*63057*1	25	05/15/2019	842.00	345.22
1075*63057*7	25	05/08/2019	1,968.00	806.88

1141*63057*2	25	04/12/2019	137.00	56.17
1141*63057*2	25	05/02/2019	1,412.00	578.92
1146*63057*1	25	05/17/2019	5,219.00	2,139.79
<b>8 invoices, 10 line items</b>			<b>24,798.00</b>	<b>10,167.18</b>
1146*63057*1	27	05/20/2019	153.00	62.73
036-2411*63057*1	27	05/15/2019	485.00	198.85
1106*63057*8	27	05/14/2019	2,128.00	872.48
1089*63057*8	27	05/01/2019	1,595.00	653.95
1132*63057*2	27	04/03/2019	196.00	80.36
1132*63057*2	27	04/30/2019	153.00	62.73
1143*63057*2	27	05/13/2019	153.00	62.73
<b>6 invoices, 7 line items</b>			<b>4,863.00</b>	<b>1,993.83</b>
1075*63057*7	28	05/21/2019	326.00	133.66
036-3432*63057*15	28	05/17/2019	689.00	282.49
036-3217*63057*19	28	05/02/2019	326.00	133.66
1110*63057*4	28	05/17/2019	689.00	282.49
1131*63057*3	28	05/09/2019	1,195.00	489.95
1143*63057*2	28	05/01/2019	689.00	282.49
<b>6 invoices, 6 line items</b>			<b>3,914.00</b>	<b>1,604.74</b>
1019*63057*16	29	05/06/2019	689.00	282.49
<b>1 invoices, 1 line items</b>			<b>689.00</b>	<b>282.49</b>
036-2458*63615*1	31	04/24/2019	195.00	68.00
036-2475*63615*5	31	04/24/2019	415.00	116.20
1024*63615*4	31	04/22/2019	270.00	56.08
1040*63615*11	31	04/01/2019	273.00	76.44
1075*63615*8	31	04/22/2019	270.00	56.08
1093*63615*4	31	04/09/2019	183.00	39.92
1110*63615*1	31	04/23/2019	415.00	95.54
1111*63615*5	31	03/12/2019	273.00	65.29
1122*63615*1	31	04/11/2019	273.00	65.29
1140*63615*1	31	04/23/2019	415.00	95.54
1120*63615*3	31	03/27/2019	360.00	86.32
1025*63615*5	31	04/04/2019	360.00	86.32
1025*63615*5	31	04/22/2019	195.00	68.00
1089*63615*1	31	04/17/2019	260.00	98.47
1089*63615*1	31	04/17/2019	220.00	82.44
1096*63615*4	31	04/16/2019	165.00	46.20
1096*63615*4	31	04/16/2019	415.00	95.54
1102*63615*6	31	04/11/2019	415.00	95.54
1102*63615*6	31	04/17/2019	183.00	51.24
1138*63615*1	31	04/11/2019	415.00	116.20
1138*63615*1	31	04/18/2019	90.00	33.68
1138*63615*1	31	04/18/2019	273.00	76.44
1121*63615*3	31	04/10/2019	2,550.00	714.00
1121*63615*3	31	04/10/2019	243.00	85.97
036-2783*63615*8	31	03/26/2019	153.00	42.84
036-2783*63615*8	31	03/26/2019	60.00	22.45
036-2783*63615*8	31	03/26/2019	83.00	29.51
036-2783*63615*8	31	04/15/2019	168.00	62.54
1055*63615*3	31	03/28/2019	1,380.00	386.40

1055*63615*3	31	03/28/2019	2,505.00	701.40
1055*63615*3	31	03/28/2019	305.00	60.95
1055*63615*3	31	03/28/2019	83.00	29.51
1114*63615*5	31	04/11/2019	415.00	116.20
1114*63615*5	31	03/15/2019	90.00	32.40
1114*63615*5	31	03/15/2019	80.00	28.55
1114*63615*5	31	03/15/2019	270.00	56.08
036-3432*63615*1	31	04/24/2019	298.00	83.44
036-3432*63615*1	31	04/24/2019	80.00	8.66
036-3432*63615*1	31	04/24/2019	270.00	56.08
036-3432*63615*1	31	04/04/2019	415.00	95.54
036-3432*63615*1	31	04/05/2019	195.00	68.00
036-2815*63615*10	31	04/18/2019	270.00	56.08
036-2815*63615*10	31	04/03/2019	23.00	6.44
036-2815*63615*10	31	04/22/2019	183.00	68.33
036-2815*63615*10	31	04/03/2019	223.00	83.40
036-2815*63615*10	31	04/03/2019	29.00	7.88
036-2815*63615*10	31	04/22/2019	270.00	56.08

**22 invoices, 47 line items**

**16,974.00      4,629.50**

1120*63615*3	31-1	03/28/2019	378.00	378.00
1120*63615*3	31-1	03/28/2019	720.00	495.00
1121*63615*3	31-1	04/10/2019	1,520.00	1,045.00

**2 invoices, 3 line items**

**2,618.00      1,918.00**

036-2458*63614*1	34	04/24/2019	1,828.00	438.72
036-2475*63614*7	34	04/24/2019	323.00	77.52
1024*63614*4	34	04/22/2019	323.00	77.52
1040*63614*10	34	04/01/2019	371.00	89.04
1075*63614*8	34	04/22/2019	323.00	77.52
1089*63614*1	34	04/17/2019	5,064.88	1,215.57
1091*63614*8	34	04/23/2019	323.00	77.52
1093*63614*4	34	04/09/2019	323.00	77.52
1096*63614*5	34	04/16/2019	1,146.72	275.21
1110*63614*1	34	04/23/2019	323.00	77.52
1122*63614*1	34	04/11/2019	323.00	77.52
1140*63614*1	34	04/23/2019	443.00	106.32
036-2783*63614*9	34	03/26/2019	1,978.38	474.81
036-2783*63614*9	34	04/15/2019	1,828.00	438.72
036-2815*63614*8	34	04/18/2019	323.00	77.52
036-2815*63614*8	34	04/22/2019	2,151.00	516.24
1025*63614*5	34	04/04/2019	323.00	77.52
1025*63614*5	34	04/22/2019	1,828.00	438.72
1102*63614*6	34	04/17/2019	323.00	77.52
1102*63614*6	34	04/11/2019	323.00	77.52
1120*63614*2	34	03/28/2019	5,460.24	1,310.46
1120*63614*2	34	03/27/2019	194.00	46.56
1121*63614*3	34	04/10/2019	32,673.93	12,089.35
1121*63614*3	34	04/23/2019	323.00	77.52
036-3432*63614*1	34	04/04/2019	323.00	77.52
036-3432*63614*1	34	04/04/2019	1,828.00	438.72
036-3432*63614*1	34	04/24/2019	1,675.00	402.00
1055*63614*2	34	03/28/2019	28,240.40	7,071.15
1055*63614*2	34	04/09/2019	323.00	77.52
1055*63614*2	34	04/23/2019	323.00	77.52
1114*63614*5	34	02/18/2019	957.00	229.68
1114*63614*5	34	03/28/2019	20,587.25	4,940.95



1114*63614*5	34	04/11/2019	323.00	77.52
1138*63614*1	34	04/11/2019	569.00	136.56
1138*63614*1	34	04/15/2019	761.00	182.64
1138*63614*1	34	04/18/2019	1,519.00	364.56

**22 invoices, 36 line items**

**116,271.80**

**32,446.30**

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**Grand Totals**

**211,505.32**

**75,659.47**

**132 invoices listed.**  
**299 line items listed.**

# Exhibit “E”

**From:** [Hubert Oxford IV](#)  
**To:** ["rollojer@yahoo.com"](mailto:rollojer@yahoo.com); ["murrelledward@yahoo.com"](mailto:murrelledward@yahoo.com); ["espinosa307@yahoo.com"](mailto:espinosa307@yahoo.com); ["George Way"](#); ["anthony@stramecki.com"](mailto:anthony@stramecki.com); ["sherrie@wshd-tx.com"](mailto:sherrie@wshd-tx.com); [David Sticker \(davidbsticker@gmail.com\)](mailto:David.Sticker@gmail.com)  
**Subject:** Please read: Status of LTC Discussions; Explanation of QIPP Year 3; and Agenda Items 7 and 8 for Upcoming Meeting  
**Date:** Saturday, June 15, 2019 11:16:00 AM  
**Attachments:** [Telehealth Solution for QIPP Skilled Nursing Facilities.pdf](#)  
[QIPP, Year 3 Achievement Metrics for Component 1-4.pdf](#)  
[WSDH Amended Management Agreement w HOIV's Suggested Changes-2019.6.15 Draft \(Version 2\).doc](#)

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All,

Since our last meeting, Ed, Bobby and I met with LTC Group to re-negotiate their annual contract that will need to be renewed at the July 2019 Regular Meeting. By the end of the meeting, the two sides came up with a proposed agreement that will be discussed at this week's meeting.

As part of this meeting, and as discussed below, the group also discussed the upcoming changes to QIPP for Year 3 (i.e., starting on September 1, 2019) that the District needs to address by the end of July 2019 in order to be prepared to capture QIPP payments as early as October 2019. That is, unlike the prior QIPP programs where the District had to wait five (5) months before it started seeing returns, in QIPP Year 3, the District can start receiving payments for September 2019 achievements (i.e., first month of the program) in October 2019 (i.e., the second month of the program).

Please recall in QIPP Years 1 and 2, there were three (3) Components. They were:

- **Component 1:** To achieve Component 1 for Years 1 and 2, all the facilities had to do was to submit a monthly Quality Assurance Performance Incentive ("QAPI") report. This component was easily achieved and important because achievement resulted in the District receiving its IGT payments back.
- **Component 2:** Component 2 was achieved if the facilities minimally met or beat baseline standards set by the Texas Health and Human Services. The four benchmarks were:
  - (i) Metric 1: High-risk long-stay residents with pressure ulcers;
  - (ii) Metric 2: Percent of residents who received an antipsychotic medication (long-stay);
  - (iii) Metric 3: Residents experiencing one or more falls with major injury; and
  - (iv) Metric 4: Residents who were physically restrained.
- **Component 3:** Component 3 payments were earned if a facility showed strong improvement in Metrics 1-4 (i.e., 5% quarterly improvement from baseline) or by achieving the national benchmark adopted by CMS for Metrics 1-4.

Turning to QIPP Year 3. I have attached a really helpful and informative document that was prepared by the Texas Health and Human Services Commission ("HHSC") explaining to the QIPP Year 3 Components. I strongly encourage you to read this document.

In Year 3, QIPP was changed to include four (4) Components and each Component has

metrics to achieve. Metrics are subcomponents or achievements necessary to capture payment for the relevant Component. As with QIPP Years 1 and 2, some metrics can be achieved by simply doing a task and submitting a report (e.g. Component 1 in Year 1 and 2-submitting a QAPI report) while other metrics are achieved by reaching a benchmark (i.e., measured against standard set by the HHSC or a national average).

In the minutes for the May 15, 2019 Regular Meeting, I attempted to summarize the new criteria for QIPP Year 3. Set forth below is a more detailed explanation of the revised program.

- **Component 1:** In order to receive Component 1 payments, the facilities, with the District's involvement, must have meaningful monthly meetings and submit sworn affidavits with minutes of the meeting. As before, Component 1 payments are only available to governmental entities that made Intergovernmental Transfers (“IGT”). Likewise, if the reports are timely submitted and satisfy the criteria, over ninety percent (90%) of the IGT payments are going to be returned in six (6) monthly installments starting on the fifth (5<sup>th</sup>) month following the IGT.
- **Component 2:** Component 2 for Year 3 changed drastically from Years 1 and 2. In Year 3, this Component involves workforce development. Component 2 will now be achieved if two (2) metrics are achieved. They are:
  - (i) Metric 1 - 4 Hours of Additional Nursing Hours: Achieved if a facility adds an additional eight (8) hours of access to a registered nurse per day and reports timely.
  - (ii) \*Metric 2 - 8 Hours Additional Nursing Hours: If a facility adds an additional eight (8) hours of access to a registered nurse per day. Facilities that provide an additional eight (8) hours receive a larger Component 2 payment. Furthermore, Facilities must submit monthly reports verifying additional hours for a registered nurse. Below is a discussion on Agenda Item 7 for the upcoming meeting that discusses this Metric in more detail. Also see the attached PowerPoint by Sage Telemedicine.
  - (iii) Metric 3 - Recruitment and Retainment Plan: Facilities must create a Recruitment and Retainment Plan; updates the plan; and submit monthly reports of the plan.

*If these metrics are achieved, the District will be paid on a monthly basis starting in October 2019. We estimate these monthly payments to be close to \$200,000.00 of which the District's share would be \$100,000.00 per month (i.e., cost of monthly interest payments).*

- **Component 3:** Component 3 is now similar to Component 2 for Years 1 and 2. In Year 3, Component 3 can be achieved benchmarks for the following:
  - (i) Metric 1: Percent of high-risk residents with pressure ulcers;
  - (ii) Metric 2: Percent of residents who received an antipsychotic medication; and

(iii) Metric 3: Percent of residents whose ability to move independently has worsened.

Facility-specific targets are calculated as improvements upon a Facilities initial baseline set by HHSC, beginning with a five percent (5) relative improvement in quarter one and increasing by five percent each subsequent quarter.

- **Component 4:** Component 4 is new and is only available to facilities owned by a governmental unit. This Component is a hybrid Component because it includes metrics that can be achieved by 1) meeting benchmarks, similar to Component 3 or Components 2 and 3 for Years 1 and 2 and 2) by preparing a plan and submitting a plan. The three metrics for Component 4 are:

(i) Metric 1 is an achievement metric that measures the percent of residents with a urinary tract infection. The first metric is achievement based because it is measured against quarterly targets (i.e., baselines) set by the HHSC.

(ii) Metric 2 can be achieved if nursing facilities 1) ensure a certain percentage of their residents have up to date pneumococcal vaccines; and 2) file documentation of the vaccination data to HHSC on a timely basis. Unlike the other achievement metrics, the metric is measured against the most recently published national average set forth by CMS.

(iii) Metric 3 requires facilities to institute and maintain an infection control program that incorporates policies and training as well as monitoring, documenting, and providing staff with feedback. Like Components 1 and 2, Component 4 is achieved once a report is submitted to HHSC.

That being said, the explanation of QIPP Year 3 is necessary in order to put Agenda Items 7 and 8 for the upcoming meeting into perspective.

7. \* Discuss and take action, if necessary, on authorizing President to execute an agreement with Sage Telehealth to provide telehealth services to the District's nursing facilities in order to comply with Component 2 for the Quality Incentive Payment Program ("QIPP"), Year 3.

This agenda has to do with QIPP Year 3, Component 2, Metrics 1 and 2 relating to providing access to a registered nurse for either four (4) additional hours or eight (8) additional hours per day. However, in order to achieve the metrics, the facilities were going to have balance the cost to make a registered nurse available for additional hours each day with the benefit, or revenue, received by achieving the metrics. It is in the District's interest to encourage the Managers to participate in this aspect of Component 2, because if a facility determines the cost outweigh the benefit and doesn't participate, this will result in lost revenue for the District.

Therefore, LTC has created a new company, Sage Telehealth, to provide this service to the nursing facilities using telemedicine at a reasonable. If Sage provides the services, the services would be offered to only provide the eight (8) hours of additional nursing services. This will result in a higher payment. During our meeting with LTC, they asked if we would introduce their company to our Managers. We agreed but emphasized that we would not require the Managers to hire Sage Telehealth. In

addition, we discussed that I would reach out to Managers.

Since our meeting, we have:

1. Contacted all four sets of Managers to find out if they were interested in talking to Sage Telehealth.
  - All were extremely interested, except Caring Healthcare. Surprisingly, the three (3) sets of Managers that were interested seemed to be unaware but were begging the process to address the issue. Therefore the timing was very good.
  - Since the District was receiving a benefit and in part, causing the Managers to spend extra money, it was only fair to suggest that the District would most likely pay for half the costs.
  - As for Caring, they already hired a service provider. We did learn from talking to Caring Healthcare that the amount they agreed to pay with their service provider was \$1,500.00 per month per facility as opposed to \$2,500.00 per month discussed during the meeting. Also, Caring has an arrangement with their service provider that they are not charged at all for their rural facilities because the provider would collect payment for these services from insurers.
2. We conveyed the interest to Sage Telehealth (i.e., LTC) who was in the process of setting up their business model. During this conversation, I explained the price discussed at the meeting (i.e., \$2,500.00) was higher than what others were paying and ultimately, Sage agreed to provide these services for \$1,500.00 per month. Sage are also reaching out the Managers to provide them with the attached Powerpoint and arrange meetings to discuss their services.

In regard to the Agenda Item, it is my recommendation that we authorize the President to execute an agreement with Sage Telehealth, if necessary. I say “if necessary” because it is my understanding that the Managers are going to contract with Sage Telehealth and then I added a provision in the Management Agreement, discussed below, to pay up to \$750.00 per month for this service.

8. Discuss and take action, if necessary, on authorizing the President to execute amendments to the Management Agreements in order to define duties and responsibilities to comply with changes to the QIPP for Year 3 (i.e., Components 2 and 3).

In the attached draft Management Agreement, please find highlighted in yellow the changes that we may want to propose to the Managers. Ultimately, I am sure these changes will be cut down or modified but I wanted to get this out there to make sure all the parties were on the same page and the District had a reason to make its expectations clear. While we cannot make the Managers contract to achieve metric based on benchmarks, I feel like it is very reasonable to make the Managers perform the task that they can control such as holding meetings, hiring nurses, preparing plans/programs, and filing reports. Those sections highlighted in **yellow** are:

- QIPP Definition: Changed the definition for QIPP but still need to add language to account for future amendments to the Texas Administrative code. Right now, it is stagnant for QIPP Year 3 rules.
- Non-Achievement Metric: I added a definition for Non-Achievement Metric that is later used in Section 2.7.2.
- 2.7.2 QIPP Responsibilities for Non-Achievement: This is where the big changes occurred. In this section, we tried to address all the responsibilities and reports that needed to be filed that were not measured against a benchmark, or percentage of something. These are metrics within Component 1, 2, and 4, that if done, Facility gets paid.

In addition, I wanted to remind you of a couple of provisions that I have now learned are unique to the WSHD agreements. They provisions are highlighted in **gray** and set forth in the following sections:

- Section 5.3.1-True Up: In this section, we added language regarding the true-up of Component 1 payments. When we did this, we did it simply by referring to an Exhibit. That exhibit is attached.
- Section 15.1.4-Indemnity for Failure to File QAPI: In this section, we tried to ensure that the District recover its IGT funds if the Facility failed to file the proper QAPI reports. I didn't change this section because I think the definition of QIPP defines that we are addressing the QAPI reporting rules for Year 3.

Please accept my apologies for the length of this e-mail but I am hoping that over the next couple of months and meeting to use the e-mail as a reference to assist you with gaining a better understanding of the QIPP Year 3 changes and the potential impact of those changes to the District.

Sincerely,

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

(409) 833-8819 Fax

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## **Final Quality Metrics for Quality Incentive Payment Program (QIPP) FY2020 for Nursing Facilities**

### Quality Metric Summary

HHSC has designated the following quality metrics for QIPP Year Three capitation rate components, covering the program eligibility period that begins on September 1, 2019.

#### Component One – Quality Assurance and Performance Improvement (QAPI) Meetings

HHSC designates one quality metric for Component One. Component One is open only to non-state government-owned (NSGO) providers. Funds in this Component **are distributed monthly on a “Met” or Not Met” basis, contingent upon proper submission of the QAPI Validation Report form.** The metric is:

Metric 1: Facility holds a QAPI meeting each month in accordance with quarterly federal requirements.

This metric entails an attestation by the facility administrator or authorized staff of a monthly meeting that incorporates all of the goals set forth for QAPI development by CMS. These goals are designed around existing federal rule 42 C.F.R. § 483.75 and arranged as follows:

- F865: §483.75(a), (b), (f), & (h) Each LTC facility, including a facility that is part of a multi-unit chain, must develop, implement, and maintain an effective, comprehensive, data-driven QAPI program that focuses on indicators of the outcomes of care and quality of life.
- F866: §483.75(c) Program feedback, data systems and monitoring. A facility must establish and implement written policies and procedures for feedback, data collections systems, and monitoring, including adverse event monitoring.
- F867: §483.75(d) & (e) Program systematic analysis and systemic action and Program activities.
- F868: §483.75(g) Quality assessment and assurance.

As part of their QAPI process, the nursing facility (NF) will be required to discuss **the workforce development metric (see “Component Two” below) to review** progress that is being made to improve the workforce in areas such as recruitment and retention, turnover, and vacancy rates.

HHSC will perform quarterly QAPI reviews on a representative sample of providers. If selected, the NF will have 14 days to submit the following records at the request of HHSC:

- Minutes from QAPI meetings;
- Sign-in or attendance sheets;
- Policies and outcomes developed in/as a result of meetings;
- Records related to results of actions taken in/as a result of meetings; and
- Records demonstrating owner/operator involvement in meetings.

Failure to participate in the review or to provide supporting records could result in a determination that Component One payments should be recouped or adjusted pursuant to 1 T.A.C. §353.1301(k).

## Component Two – Workforce Development

HHSC designates three equally weighted quality metrics for Component Two. Component Two is open to all provider types, and funds are distributed monthly. The three metrics are:

Metric 1: NF maintains four additional hours of registered nurse (RN) staffing coverage per day, beyond the CMS mandate.

Metric 2: NF maintains eight additional hours of RN staffing coverage per day, beyond the CMS mandate.

Metric 3: NF has a staffing recruitment and retention program that includes a self-directed plan and monitoring outcomes.

For quality metrics one and two, HHSC has outlined the following requirements for how a NF meets these metrics:

- Hours above the federally mandated eight hours of in-person RN coverage must be scheduled non-concurrently with mandated hours.
- NFs must provide in total 12 or 16 hours of RN coverage, respectively, on at least 90 percent of the days within the reporting period.
- NFs may use telehealth services for scheduling hours beyond the eight-hour in-person mandate.

For quality metric three, each NF will submit a self-directed recruitment and retention plan during the first reporting period and subsequently report outcomes related to that plan throughout the eligibility period. HHSC will not determine specific outcomes required for meeting the metric; rather, each NF must monitor and regularly report ongoing development of its self-directed goals and outcomes. HHSC has outlined the following requirements for how a NF meets this metric:

- NFs must submit a recruitment and retention plan to HHSC during the first reporting period of the eligibility year.
- In subsequent reporting periods, the NF must report all data elements related to recruitment and retention as listed on the QIPP Component Two portal.

HHSC will conduct quarterly reviews of RN hours and development plans on a representative sample of providers. If selected, the NF will have 14 days to submit to HHSC documents related to staff payroll hours and ongoing recruitment and retention outcomes. Failure to participate in the review or to provide supporting records could result in a determination that Component Two payments should be recouped or adjusted pursuant to 1 T.A.C. §353.1301(k).

## Component Three – Minimum Data Set CMS Five-Star Quality Measures

HHSC designates three equally weighted quality metrics for Component Three. Component Three is open to all provider types, and funds are distributed quarterly. All three metrics relate to Minimum Data Set (MDS) quality metrics and are measured against fixed as well as facility-specific targets. The three metrics are:

Metric 1: (CMS N015.01) Percent of high-risk residents with pressure ulcers.

Metric 2: (CMS N031.02) Percent of residents who received an antipsychotic medication.

Metric 3: (CMS N035.02) Percent of residents whose ability to move independently has worsened.

If CMS transitions away from reporting N015.01 to the recently published N015.02, HHSC will adopt the new MDS N015.02 pressure ulcer measure as metric one.

**Facility-specific targets are calculated as improvements upon a NF's initial baseline,** beginning with a five percent relative improvement in quarter one and increasing by five percent each subsequent quarter. Fixed targets are set at the most recently published national average for each quality metric and remain unchanged for the

program year. NF initial baselines and quality metric benchmarks will be posted to the QIPP website in August 2019.

**For a quality metric to be considered “Met” in a quarter, the NF must perform equal to or better than its facility-specific target or equal to or better than the quality metric’s fixed benchmark.**

## Component Four – Infection Control Program

HHSC designates three equally weighted quality metrics for Component Four. Component Four is open only to NSGO providers, and funds are distributed quarterly. The first metric is a Five-Star MDS quality metric and is measured against quarterly targets in the same way as those in Component Three. This metric is:

Metric 1: (CMS N024.01) Percent of residents with a urinary tract infection.

The second metric will require providers to self-report vaccination data and submit documentation through the QIPP Web portal each quarter. The metric is measured against a fixed benchmark that is set as the most recently published national average for the related MDS quality metric (CMS N020.01) and remains unchanged for the program year. This metric is:

Metric 2: Percent of residents whose pneumococcal vaccine is up to date.

The third metric of Component Four entails the development of an infection control program that supports federal initiatives and aligns with federal requirements going into effect during the eligibility period. This metric is:

Metric 3: Facility has an infection control program that includes antibiotic stewardship. The program incorporates policies and training as well as monitoring, documenting, and providing staff with feedback.

The metric encompasses a list of nine infection control elements that each facility must incorporate into its infection control program. Seven of these nine elements must be present each reporting period for the facility to meet the quality metric:

- Facility has identified leadership individuals for antibiotic stewardship
- Facility has written policies on antibiotic prescribing
- Facility has a pharmacy-generated antibiotic use report from within the last six months
- Facility audits (monitors and documents) adherence to hand hygiene

- Facility audits (monitors and documents) adherence to personal protective equipment use
- Facility has infection prevention policies that are evidence-based and reviewed at least annually
- Facility has a current list of reportable diseases
- **Facility's** coordinator of infection control has received infection control training
- Facility knows points of contact at local or state health departments for assistance

Facilities will report additional data elements each quarter for tracking purposes. Reporting these elements is mandatory, but the specific values reported will not factor into a facility meeting or not meeting the quality metric.

HHSC will conduct quarterly reviews of infection prevention and control documentation on a representative sample of providers. If selected, the NF will have 14 days to submit to HHSC documents related to the data elements listed for metrics two and three. Failure to participate in the review or to provide supporting records could result in a determination that Component Four payments should be recouped or adjusted pursuant to 1 T.A.C. §353.1301(k).

## Component One – Sample Quality Assurance and Performance Improvement (QAPI) Validation Report

I, [insert name of responsible party], on behalf of [insert facility name] hereby attest that this facility conducted its monthly QAPI meeting on [insert meeting date] at [insert meeting time].

I further attest that this meeting provided for meaningful contribution to a program of quality assurance and performance improvement per the Code of Federal Regulations requirements and definitions contained in 42 C.F.R. §483.75(a) thru (h), as noted in the State Operations Manual (SOM) Appendix PP under the following FTags:

- F865: Quality Assurance Performance Improvement (QAPI) program;
- F866: Program feedback, data systems and monitoring;
- F867: Program systematic analysis and systemic action; and
- F868: Quality assessment and assurance. I understand that both holding the monthly meeting and correctly submitting this document are required to receive payments under Component One of the Quality Incentive Payment Program (QIPP), as set out in the UMCM contract, and in compliance with the rules set forth in 1 T.A.C. §§353.1302 and 353.1304.

I further understand that this report will be considered submitted correctly only if the report is:

- Received by HHSC by close of business on the first business day of the following month;
- Completed through the following link:  
*[https://www.surveymonkey.com/r/QIPP\\_QAPI\\_Submission](https://www.surveymonkey.com/r/QIPP_QAPI_Submission)*; and
- Titled clearly with the following information:
  - ▶ Provider Name
  - ▶ Facility ID
  - ▶ Month and Year of Meeting
  - ▶ e.g. **“Stony Creek – 49679 – October 2019”**

I further understand that HHSC will audit quarterly a sample of reports submitted by participating facilities. The facility that filed the report must provide the following documents for any and all months under review:

- Meeting minutes;
- Attendance and/or sign-in sheets;
- Demonstration of owner and/or operator involvement, as delineated in §483.75(f), such as proof of oversight, monitoring, or attendance;

- All documents related to program feedback and monitoring, as delineated in §483.75(c), such as records of the development and evaluation of performance indicators, adverse event monitoring, and collecting input from staff, residents, and resident representatives; and
- All documents related to program analysis and action, as delineated in §483.75(d), such as root cause analyses, corrective action plans, program interventions, and impact of projects on clinical care, quality of life, and consumer choice.

HHSC may recoup Component One payments when a facility's documentation does not support the information reported. Failure of a facility to provide supporting documentation to HHSC within 14 days may result in recoupment of Component One payments.

---

Signature of Responsible Party Listed Above

---

Date of Signature

If you have any questions or concerns about monthly QAPI attestations, please email [MCS\\_QIPP\\_QAPI@hhsc.state.tx.us](mailto:MCS_QIPP_QAPI@hhsc.state.tx.us) with a clearly titled Subject line.

## Component Two – Workforce Development Portal Instructions

Data will be collected monthly through a Web portal developed by HHSC. Facilities will have three business days into the following month to complete their submission for the reporting period (the previous calendar month).

Facilities must attest to the number of days the additional RN staffing hours were met and how services were rendered (in-person or via telehealth). For telehealth services, facilities must report total hours covered and any encounters that do not meet an in-person level of care.

Telehealth services will be considered unavailable during any encounter that does not meet the in-person level of care. Any hours wherein telehealth services are unavailable for any reason will not count towards RN metric hours whether or not services were requested during that time.

### Telehealth Services

This section will outline requirements regarding the appropriate use of telehealth services in meeting the first two quality metrics for Component Two.

For purposes of the QIPP, when health care services are delivered by a provider to a resident at a different physical location than the provider using telecommunications or information technology, such services are considered to be telehealth services. In accordance with 1 T.A.C. §353.1304(g)(2), telehealth services may be provided only by an RN, APRN, NP, PA, or physician.

To be considered appropriate and sufficient, telehealth services must be provided in compliance with all standards established by the respective licensing or certifying board of the provider. The requirements for telehealth services in acute care settings do not apply to the use of telehealth services in the QIPP context.

The provider must obtain informed consent to treat from the resident, resident's parent, or the resident's **legal guardian prior to rendering services** via telehealth. Healthcare providers at the **resident's physical location** cannot give consent on behalf of the resident.



## Service Delivery Modalities

In accordance with 1 T.A.C. §353.1304(g)(1), telehealth services may engage the following modalities to meet the first two quality metrics for Component Two:

- Synchronous audio-video interaction established and maintained between the provider and the resident; or
- Asynchronous forwarding technology that supplements or works in conjunction with a synchronous audio or video interaction between the provider and the resident.

To provide appropriate and sufficient service that would meet the in-person standard of care, the provider may need access to:

- Clinically relevant photographic or video images, including diagnostic images; or
- The resident's **relevant medical records, such as medical history,** laboratory and pathology results, and prescriptive histories; or
- Other forms of audiovisual telecommunication technologies that allow the provider to meet the in-person visit standard of care.

## Timeliness

If the time that elapses between facility staff recognizing a need for RN-level care and initiating a telehealth service request exceeds 15 minutes, the encounter does not meet the in-person standard of care. Furthermore, if the time that elapses between a completed request for telehealth services and the engagement of the telehealth professional in a resident consultation exceeds 15 minutes, the encounter does not meet the in-person standard of care.

## Portal Data Elements

HHSC proposes to develop a Web portal with the following specifications. Page 1 of the Component Two Web portal includes the following required questions:

1. How many days during the reporting period (the previous calendar month) did the facility meet 4 hours of additional RN coverage?
2. How many days during the reporting period (the previous calendar month) did the facility meet 8 hours of additional RN coverage?
3. By checking this box, I attest that additional RN hours used to meet these metrics were not concurrent with otherwise mandated RN hours.

The first two items are tied directly to meeting the first two quality metrics for Component Two.

4. Did the facility use telehealth services for any of these shifts?

If the **facility answers 'Yes' to item 4**, then the Web portal will load the following questions on Page 2:

5. How many days during the reporting period did the facility use telehealth services to meet the additional RN coverage hours?
6. How many hours during the reporting period did the facility use telehealth services to meet the additional RN coverage hours?

Page 2 includes open text fields and date markers for the facility to upload or enter encounter summaries for all telehealth service encounters.

If the **facility answers 'No' on item 4** of Page 1, the portal will skip directly to Page 3, which contains the following items. Definitions of terms and example text will be available on the screen. These data elements must be reported as part of the third quality metric for Component Two, but the entered values do not factor for or against meeting the metric:

7. How many involuntary terminations occurred during the reporting period (the previous calendar month)?
8. How many voluntary terminations occurred during the reporting period (the previous calendar month)?
9. How many nursing staff individuals worked during the reporting period (the previous calendar month) who had worked each of the previous 12 months?
10. How many nursing staff vacancies did the facility have at the beginning of the reporting period (the previous calendar month)?
11. How many nursing staff vacancy postings were activated during the reporting period (the previous calendar month)?
12. How many nursing staff vacancies were filled during the reporting period (the previous calendar month)?

The final page of the forthcoming Web portal allows NFs to upload or update recruitment and retention plans (mandatory for the first reporting period of the eligibility year) and documentation regarding goals and outcomes related to the current plan (mandatory for every subsequent reporting period of the eligibility year).

## Component Four – Infection Control Program Portal Instructions

Data for the infection control program metrics of Component Four will be collected quarterly through a Web portal developed by HHSC. In alignment with the process of MDS data submissions, facilities will have a one-month reconciliation window at the end of the quarter to submit and update data related to the MDS-based metrics.

All data will be considered final when HHSC begins calculations at the end of the reconciliation period.

### Portal Data Elements

Page 1 of the Component Four Web portal will include fields to enter the necessary data elements of metric two. Participating NFs must attest to resident vaccination status and upload documentation as requested.

1. Number of individuals who have an up to date pneumococcal vaccine status (similar to MDS response O033A = [1])
2. Number of individuals who were offered and declined the vaccine (similar to MDS response O0300B = [2])
3. Number of individuals who were ineligible due to medical contraindications (similar to MDS response O0300B = [1])
4. Total number of all current residents (count from roster)

Documentation for item 4 is required with each submission. Definitions of terms and acceptable sources for reporting data will be included in the portal instructions and covered in provider training webinars. If the NF is selected for quality assurance review, documentation for items 2 and 3 will be required.

Page 2 of the Component Four Web portal will include the nine core data elements of metric three. Participating NFs must report the following elements and answer **'Yes' to seven of nine conditions to meet the quality metric:**

5. Facility has identified leadership individuals for antibiotic stewardship
6. Facility has written policies on antibiotic prescribing
7. Facility has a pharmacy-generated antibiotic use report from within the last six months
8. Facility audits (monitors and documents) adherence to hand hygiene

9. Facility audits (monitors and documents) adherence to personal protective equipment use
10. Facility has infection prevention policies that are evidence-based and reviewed at least annually
11. Facility has a current list of reportable diseases
12. **Facility's** coordinator of infection control has received infection control training
13. Facility knows points of contact at local or state health departments for assistance

Some items may require uploading documentation through the portal.

Page 3 of the portal will include required data elements with numeric values. However, the individual values reported do not factor for or against the facility meeting the metric. The following data elements will be collected and tracked but not measured:

14. Number of vaccines administered to residents and employees
15. Number of *Clostridium difficile* diagnoses among residents
16. Number of residents on antibiotic medications
17. Number of residents with multi-drug resistant organisms

HHSC may add or remove items from Page 3 as needed to include additional infection rates or to track trends. In all cases, reporting the items remains mandatory, but values will not be used to count against the facility for meeting any Component Four metrics.

## Proposed Quality Metrics – Table View

Component	Type	Tag(s)	Metric
One	State Benchmark	N/A	Facility holds a QAPI meeting each month in accordance with quarterly federal requirements and attests as such
Two	State Benchmark	N/A	NF maintains 4 additional hours of RN coverage per day, beyond the CMS mandate
Two	State Benchmark	N/A	NF maintains 8 additional hours of RN coverage per day, beyond the CMS mandate
Two	State Benchmark	N/A	Facility has a staffing recruitment and retention program that includes a self-directed plan and monitoring outcomes
Three	Minimum Data Set	CMS N015.01; NQF 0679	Percent of high-risk residents with pressure ulcers
Three	Minimum Data Set	CMS N031.02	Percent of residents who received an antipsychotic medication
Three	Minimum Data Set	CMS N035.02	Percent of residents whose ability to move independently has worsened
Four	Minimum Data Set	CMS N024.01; NQF 0684	Percent of residents with a urinary tract infection
Four	State Benchmark	N/A	Percent of residents whose pneumococcal vaccine is up to date
Four	State Benchmark	N/A	Facility has an infection control program that includes antibiotic stewardship. The program incorporates policies and training as well as monitoring, documenting, and providing staff with feedback

# Exhibit “F”



ALLEGIANCE BANK  
55 Interstate 10 N  
Beaumont TX 77707  
409-861-5000

000890 TABLOAN0060720192346 0000000  
Winnie-Stowell Hospital District  
Po Box 1997  
Winnie TX 77665-1997

RECEIVED

JUN 13 2019

LOAN MATURITY NOTICE Account: 790154

This notice is to inform you that in 30 days your loan will mature. According to the terms of your promissory note, the total amount of principal and interest remaining shall become due and payable on 07/07/2019

Please contact your local office at 409-861-5000 prior to the payoff date for current payoff figures.

If you have any questions concerning your account or this notice, please contact your loan officer.

Thank you for placing your loan with Allegiance Bank.

Print Date: 06/07/2019



000890 TABLOAN0060720192346





ALLEGIANCE BANK  
P.O. BOX 41314  
HOUSTON, TX 77241-1314

000038 TABLTNTC060620192351 0000000  
Winnie-Stowell Hospital District  
Po Box 1997  
Winnie TX 77665-1997

RECEIVED  
JUN 13 2019

Letter Date: 06/06/2019

Account Number: 5029053  
Current Balance: 2,733,749.99

Current Term: 12 MONTHS  
Renewal Term: 12 MONTHS

Current Maturity Date: 07/06/2019  
New Maturity Date: 07/06/2020

NOTICE OF CERTIFICATE MATURITY

Dear Winnie-Stowell Hospital District

Your certificate of deposit will automatically renew on the date indicated above for the same original term and at the interest rate and annual percentage yield in effect on that date. You may make any changes within ten (10) days after the renewal date without penalty. If no changes are made to the certificate, the next maturity date will be 07/06/2020.

Please call your Allegiance Banker at 281-894-3200 for the interest rate and annual percentage yield for the new term on or after 07/06/2019.

Thank you for choosing Allegiance Bank for your banking needs.

Sincerely,

Allegiance Bank



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